

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, MAY 15, 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)	Anthony Charles	Police	05/12/2014	10 years
	Brittany Coburn	Sanitation	05/29/2009	15 years
	Thomas Robison	Police	05/24/2009	15 years
	Beau Seelen	Public Works	05/19/2009	15 years
	Erskin Hill	Public Works	05/19/2009	15 years
	Justin Riedel	Fire	05/18/2009	15 years
	William Behan	Fire	05/18/2009	15 years
	Francis Cook	Municipal Court	05/14/2009	15 years
	Ricardo Ramos	Bayou Golf	05/05/2009	15 years
	Terry Stinson	Fire	05/03/2004	20 years

(b) National Safe Boating Week- United States Coast Guard Auxiliary - Flotilla 6-8, Station Galveston

(c) Recognize the 2024 Fair Housing Art Contest Winner: Jaqueline Gonzalez

(5) REPORTS

(a) Texas City's Annual Comprehensive Financial Report for the fiscal year 2022 – 2023

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

(a) Approve City Commission Minutes for the May 1, 2024 meeting. (City Secretary)

(b) Consider and take action on Resolution No. 2024-063, approving the appointment of Yolanda Mejia to the Civil Service Commission to fill a vacant term. (City Secretary)

(c) Consider and take action on Resolution No. 2024-064, authorizing the Mayor to execute a contract with Semper Striping for Bid No. 2024-455, 2024 Pavement Striping at Various Locations. (Public Works)

(d) Consider and take action on Resolution No. 2024-065, authorizing the Mayor to enter into a contract with LG&G Construction, Inc. for Bid No. 2024-454, Security Fence Replacement at the City of Texas City's Wastewater Treatment Plant. (Public Works)

(e) Consider and take action on Resolution No. 2024-066, authorizing the Mayor to enter into a contract with TUF Industrial, Inc. for Bid No. 2024-006 Right - Of - Way Tree Trimming Annual Contract. (Public Works)

(f) Consider and take action on Resolution No. 2024-067, authorizing the Mayor to enter into a contract with INEOS Calibrian for Bid No. 2024-009 Sodium Bisulfite Annual Contract. (Public Works)

(g) Consider and take action on Resolution No. 2024-068, authorizing the purchase and installation of new HVAC units at the Sanders Center and Carver Centers from Gowan-Garrett Inc. via Choice Partners Contract No. 22/049MF-10. (Public Works)

(h) Consider and take action on Resolution No. 2024-069, authorizing the Mayor to enter into a contract with Brenntag Southwest, Inc. for Bid No. 2024-008 Sodium Hypochlorite Solution Annual Contract. (Public Works)

(i) Consider and take action on Resolution No. 2024-070, approving and awarding RFP No. 2024-005 Management and Operations of the Bayou Golf Course Snack Bar and Food Concession to Bayou Birdies. (Recreation and Tourism)

(8) REGULAR ITEMS

(a) Consider and take action on the second reading of Ordinance No. 2024-14, amending Chapter 96 "Fire Prevention and Protection: Fireworks" related to adoption of the 2024 International Fire Code and including amendments of certain sections. (Fire Department)

(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 MAY 10, 2024, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 05/15/2024

May 2024 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST

Service Awards

Anthony Charles	Police	05/12/2014	10 years
Brittany Coburn	Sanitation	05/29/2009	15 years
Thomas Robison	Police	05/24/2009	15 years
Beau Seelen	Public Works	05/19/2009	15 years
Erskin Hill	Public Works	05/19/2009	15 years
Justin Riedel	Fire	05/18/2009	15 years
William Behan	Fire	05/18/2009	15 years
Francis Cook	Municipal Court	05/14/2009	15 years
Ricardo Ramos	Bayou Golf	05/05/2009	15 years
Terry Stinson	Fire	05/03/2004	20 years

BACKGROUND (Brief Summary)

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

RECOMMENDATION

Human Resources recommend approval of the May service awards.

Fiscal Impact

CITY COMMISSION REGULAR MTG

(4) (c)

Meeting Date: 05/15/2024

2024 Fair Housing Art Contest Winner: Jaqueline Gonzalez

Submitted For: Patricia Mata, Community Development/ Grant Admin

Submitted By: Patricia Mata, Community Development/ Grant Admin

Department: Community Development/ Grant Admin

Information

ACTION REQUEST

No action required. This item is a presentation.

BACKGROUND (Brief Summary)

The Community Development Department would like to recognize the winner of the 2024 Fair Housing Art Contest, Jaqueline Gonzalez. The City of Texas City is unwavering in its commitment to fair housing for all residents. The City of Texas City is committed to promoting fair housing for all its residents. Through collaboration with the U.S. Department of Housing and Urban Development (HUD), the city actively works to eliminate housing discrimination and uphold civil rights and economic opportunities in housing. As a municipality, we are responsible for legal protection, investigating complaints, and promoting awareness and outreach. In celebration of Fair Housing Month in April , the City of Texas City hosted an art contest open to high school students. This initiative aimed to promote awareness and educate on the importance of fair housing for all. Collectively, 13 entries were received, and one winner was chosen.

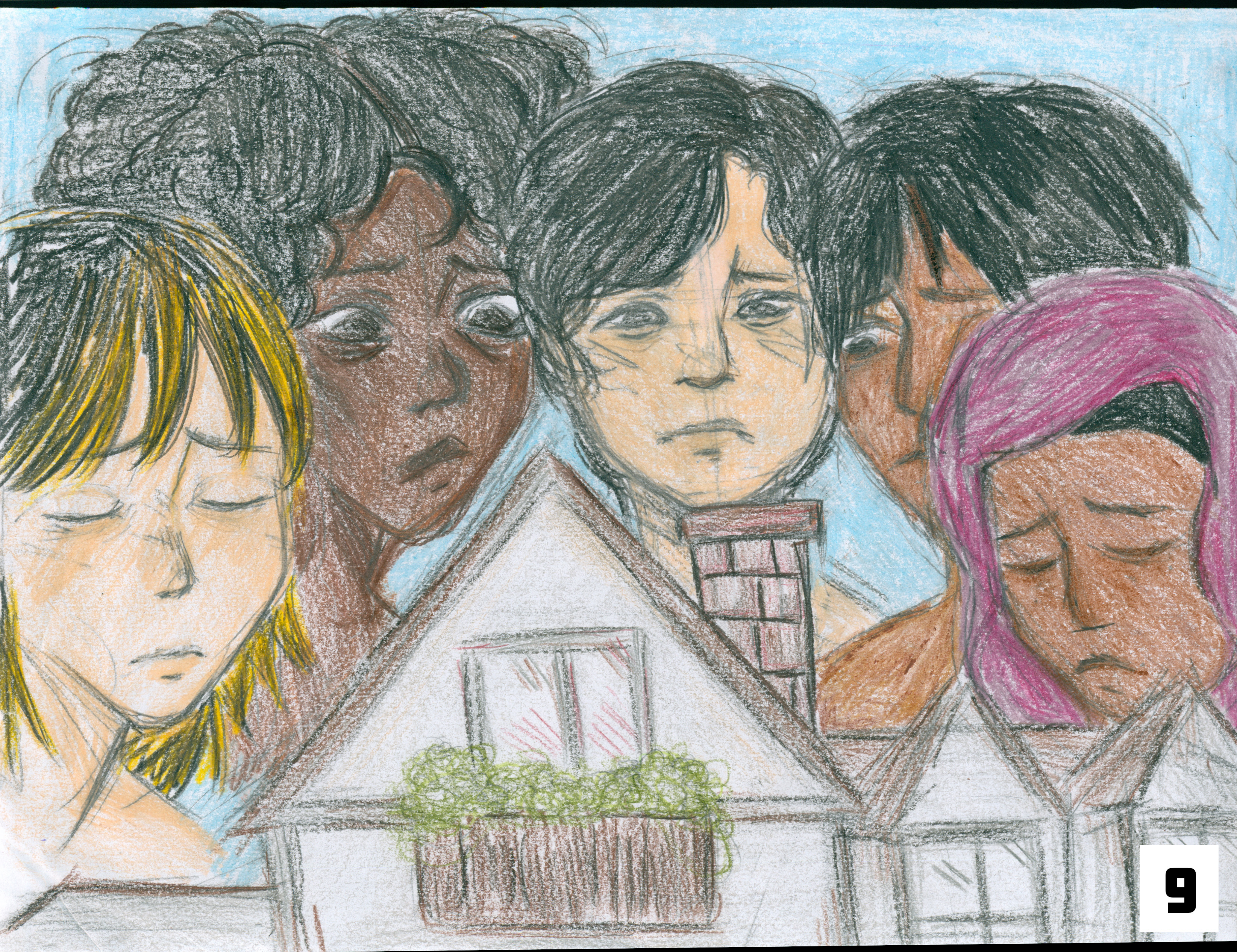
RECOMMENDATION

No recommendations. this item is a presentation.

Fiscal Impact

Attachments

Entry #9



CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 05/15/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Texas City's Annual Comprehensive Financial Report for the fiscal year 2022 – 2023

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Report

CITY OF TEXAS CITY

FISCAL YEAR 2023: FINANCIAL STATEMENT AUDIT AND FEDERAL SINGLE AUDIT



ENGAGEMENT LEADERSHIP TEAM



Gustavo Guzman
Senior Associate



Brooke Fuller, CPA
Manager



**Patrick Simmons,
CPA**
Engagement Partner



Roger Tovar, CPA
*Engagement Quality
Control Reviewer*

THE AUDIT PROCESS



INTERNAL CONTROLS OVER CRITICAL AREAS

📍 Human Resources

📍 Payroll

📍 Procurement

📍 Accounts Payable

📍 Information Technology

📍 Utilities

📍 Municipal Court

📍 Financial Close and
Reporting

PURPOSE OF THE AUDIT – THE OPINION ON THE REPORT



AUDITOR'S
REPORT ON THE
FINANCIAL
STATEMENTS

- **Unmodified or “Clean” Opinion**
- **Audit conducted in accordance with Generally Accepted Auditing Standards and *Government Auditing Standards***

AUDITOR'S
REPORT ON
INTERNAL
CONTROL AND
COMPLIANCE

- **Internal control over financial reporting**
 - No material weakness identified
 - No significant deficiencies reported
- **No instances of noncompliance material to the financial statements were noted**

FEDERAL SINGLE AUDIT REPORT

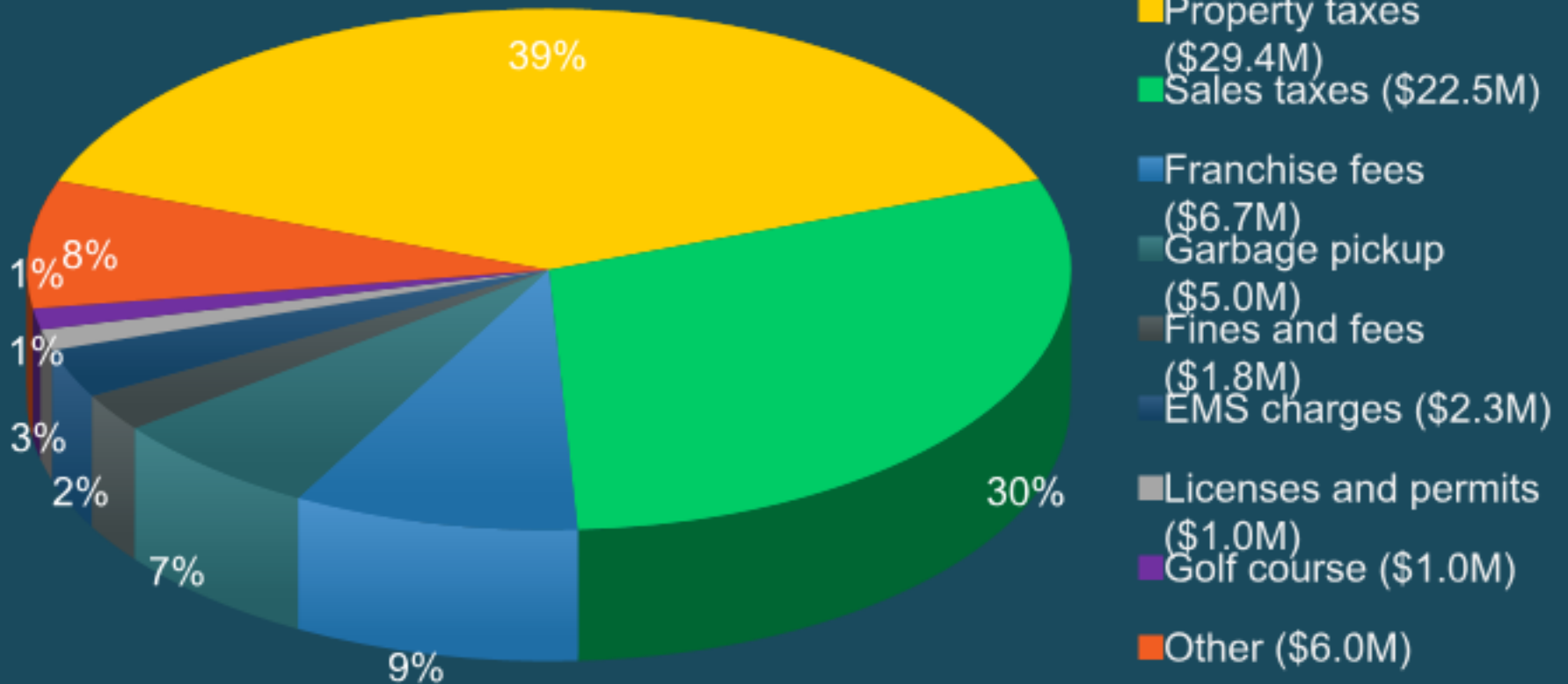
- **Federal Major Programs:**
 - **Community Development Block Grant (CDBG)**
 - **Coronavirus State and Local Fiscal Recovery Fund (ARPA)**
- **Unmodified opinion on compliance over each major federal program**
- **Significant Deficiency #2023-001 related to late submission of required performance reporting for CDBG.**

GOVERNMENT-WIDE STATEMENT OF NET POSITION

- ▲ **Total Assets and Deferred Outflows: \$347.3 million**
 - ▲ Cash and investments: \$84.5 million
 - ▲ Capital assets, net of depreciation and amortization: \$219.0 million
- ▲ **Total Liabilities and Deferred Inflows: \$113.7 million**
 - ▲ Bonds payable and related amounts: \$21.3 million
 - ▲ Unearned revenue (ARPA): \$5.4 million
 - ▲ *Net pension liability: \$57.3 million
 - ▲ *Net other post-employment benefits (OPEB) liability: \$3.0 million
- ▲ **Net Position: \$234 million**
 - ▲ Net Investment in Capital Assets = \$197.8 million

* Represents the City's proportionate share of these liabilities as determined by actuaries of the plans.

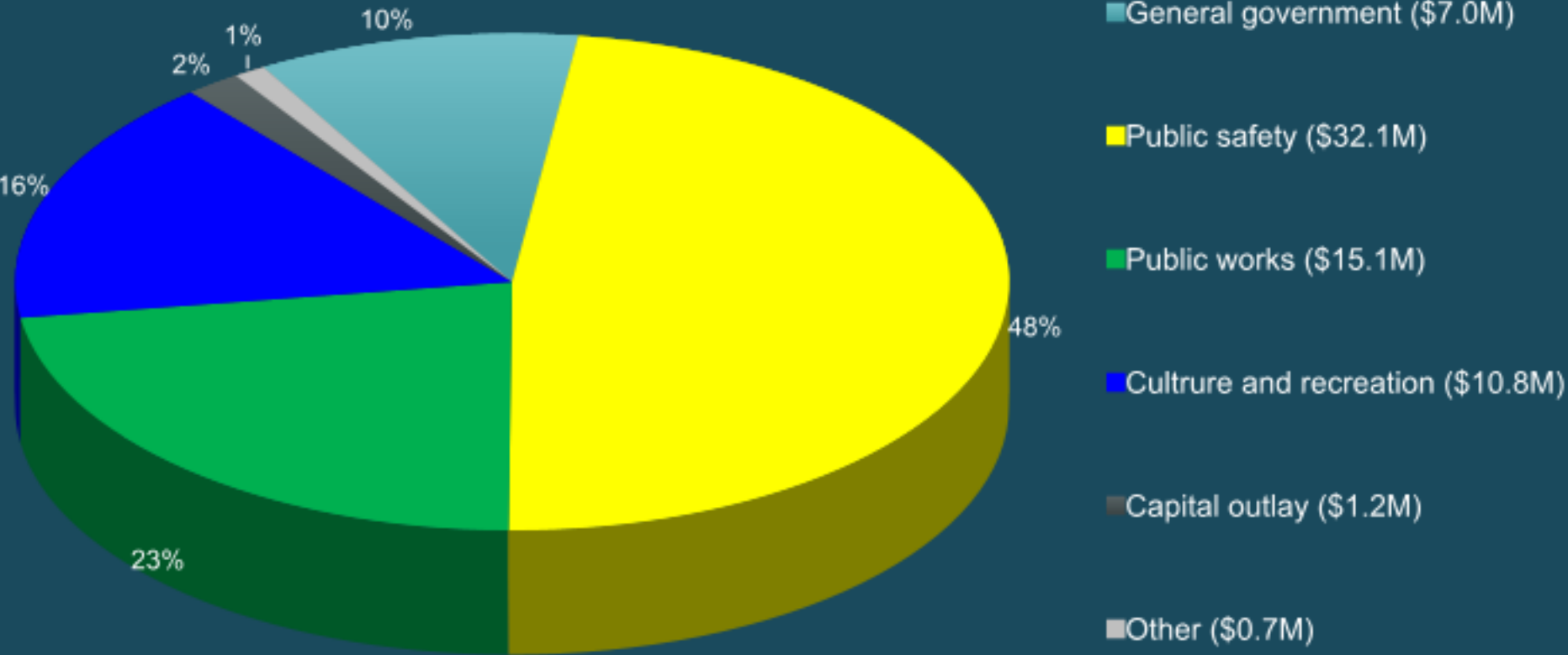
GENERAL FUND REVENUES



FY 2023 Total Revenues: \$75.7M

FY 2022 Total Revenues: \$61.6M

GENERAL FUND EXPENDITURES



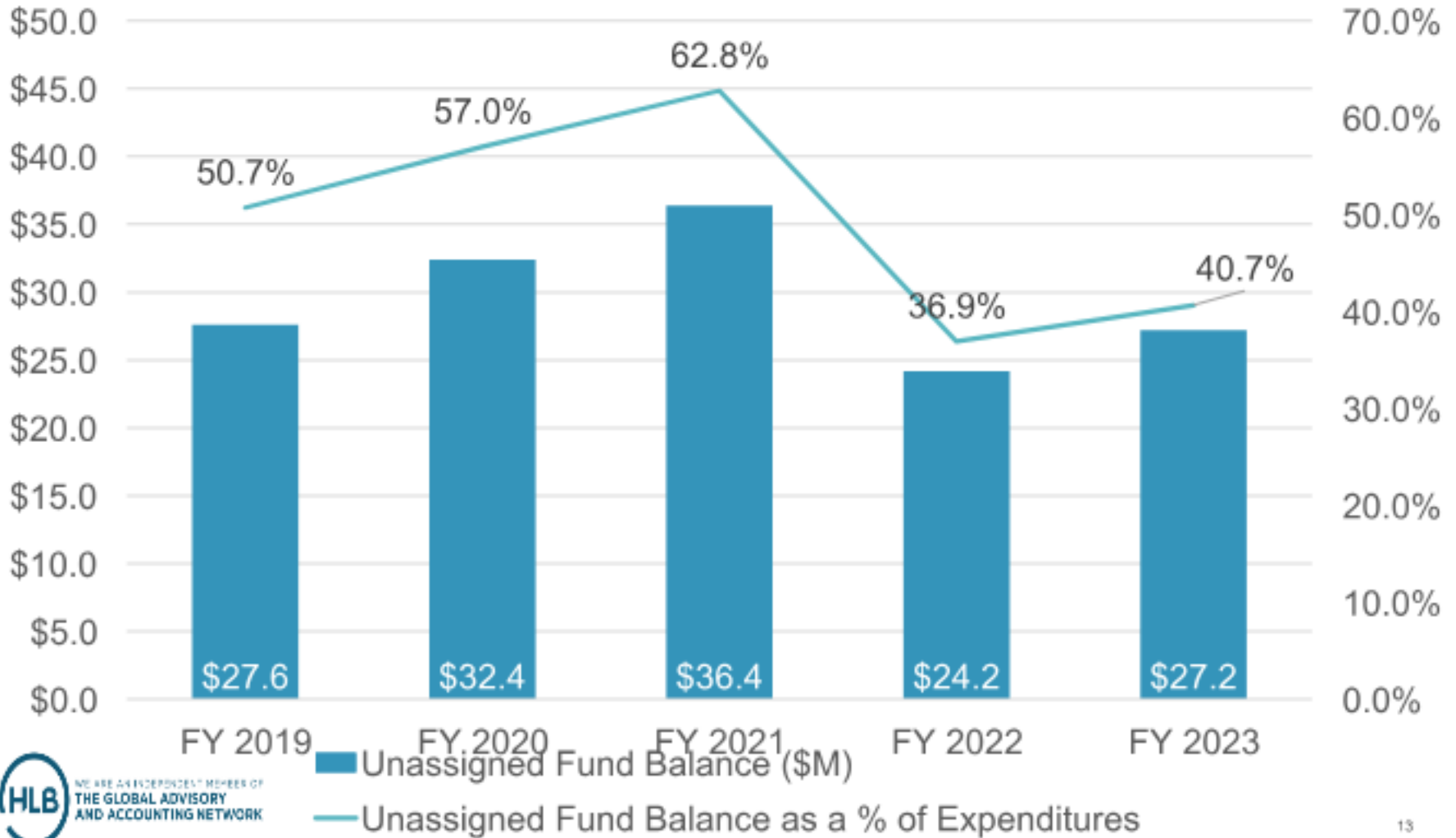
FY 2023 Total Expenditures: \$66.9M
FY 2022 Total Expenditures: \$65.5M

FY 2023
BUDGET AND
ACTUAL – GENERAL
FUND

- ▲ Actual revenues of \$75.7M exceeded budgeted revenues by \$7.6M
- ▲ Actual expenditures of \$66.9M were less than final budgeted expenditures by \$5.8M
- ▲ Transfers out of \$3.8M for construction of Fire Station #4 and \$2.0M for Capital Equipment Replacement Fund
- ▲ Fund balance as of September 30, 2023 totaled \$29.4M
 - ▲ Nonspendable (inventories/prepays) = \$1.7M
 - ▲ Assigned for street improvements = \$0.5M
 - ▲ Unassigned = \$27.2M

UNASSIGNED

FUND BALANCE AS A PERCENTAGE OF EXPENDITURES GENERAL FUND



UTILITY FUND ACTIVITY (\$ MILLIONS)



■ Unrestricted Net Position
 ■ Net Investment in Capital Assets
 - - - Charges for Services (Revenue)

REQUIRED COMMUNICATIONS

Significant Accounting Policies

- ▲ The City's accounting policies and methods are appropriate and in accordance with industry standards.
- ▲ GASB No. 96, *Subscription Based IT Arrangements (SBITAs)* was implemented in FY 2023.

Accounting Estimates

- ▲ The preparation of the financial statements requires that certain estimates and judgments be made by management. These judgments and estimates include:
 - ▲ Liabilities for workers' compensation and health insurance claims
 - ▲ Allowances for uncollectable taxes receivable
 - ▲ Net pension and OPEB liabilities, deferred inflows and outflows of resources, and pension and OPEB expense
- ▲ We concluded that management has a reasonable basis for significant judgments and estimates that impact the financial statements.

REQUIRED COMMUNICATIONS

Significant Risks (present in every financial statement audit, not specific to the City)

- ⚠ Management override of internal control
- ⚠ Improper revenue recognition

Difficulties Encountered in Performing the Audit

- ⚠ We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected or Uncorrected Misstatements

- ⚠ There were material misstatements that were identified by us that required management's correction.

Disagreements with Management

- ⚠ We had no disagreements with management over the application of accounting principles or management's judgments about accounting estimates.

REQUIRED COMMUNICATIONS

Management Representations

- ▲ We have requested certain representations from management.

Consultation with Other Accountants

- ▲ We are not aware of any situations in which management consulted with other accountants on accounting or financial reporting matters.

Major Issues Discussed with Management Prior to Retention

- ▲ We discussed the application of accounting principles and auditing standards, however, our responses were not a condition to our retention.

QUESTIONS?



CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 05/15/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for the May 1, 2024 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, MAY 1, 2024 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, MAY 1, 2024, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

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

Absent: Dorthea Jones Pointer, Commissioner District 3

2. INVOCATION

Led by Jon Branson, Executive Director of Management of Services.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 1 DeAndre Knoxson.

4. PROCLAMATIONS AND PRESENTATIONS

a. Motorcycle Awareness Month

Accepted by Warrior Bikers 4 Charity.

b. Proclaiming May 5th through May 11, 2024, as the 55th Annual Professional Municipal Clerks Weeks.

Accepted by Rhomari Leigh.

5. REPORTS

a. Financial Quarterly Reports (Finance)

Jeffy Miller, Interim Finance Director, gave a PowerPoint presentation.

- b. Texas City's Annual Financial Report for the fiscal year 2022 – 2023.

This item was tabled until May 15, 2024.

- c. Athletic Division (Recreation and Tourism)

JuMarcus Thomas, Athletics Coordinator, gave a PowerPoint presentation.

6. PUBLIC HEARING

- a. Consider the rezoning of District A – Single Family Residential to District I - Planned Unit Development (PUD) for the development of a subdivision in accordance with the General Plan approved by the City Commission and to complete the process of rezoning the Vida Costera Subdivision in Texas City. Located south of Pearlbrook Subdivision and 25th Avenue North Extension, and west of SH 3.

Kim Golden, City Engineer, stated the Planning Board considered the PUD Application and request for rezoning at its regular meeting on March 18, 2024, and voted (4-0) to recommend approval of the PUD Application (2024 Plan). The Zoning Commission held a public hearing upon notice to over 200 adjacent properties and received no comments in opposition to the requested rezoning. The Zoning Commission voted (4-0) to recommend approval of the rezoning from District A Single Family Residential to District I - Planned Unit Development. The February 20, 2024, PUD Application (2024 Plan) varies from the General Plan approved by the Planning Board in October 2020 because it proposes to develop only 50x120ft lots instead of 60x115ft, but otherwise complies with the approved General Plan regarding amenities, sidewalks, and connectivity package. The 2024 Plan is consistent with the preliminary plans previously approved for Sections 1 and 2 and the final plan approved for Section 1. The Planning Board received this PUD Application in an unusual posture because the subdivision is already well into development. The PUD Application and attendant re-zoning are intended to complete the processes established by Texas City Ordinances and fulfill the MOU and Development Agreement requirements, which are attached to the developed property. The PUD Application includes an updated Development Schedule, District E, which reconciles previous approvals and the Developer's most current intentions regarding the development and buildout of the subdivision. The developer has responded to all comments, and the Staff offers no objection to approval of the PUD Application and recommendation for re-zoning of the subject property from District A – Single Family Residential to District I – Planned Unit Development.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 2 Felix Herrera to close the Public Hearing.

Vote: 6 - 0 CARRIED

7. PRELIMINARY ZONING APPROVAL

- a. Consider and take action on the Vida Costera PUD Application and PUD Document to satisfy the zoning requirements of the Development Agreement. Located south of Pearlbrook Subdivision and 25th Avenue North Extension, and west of SH 3.

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

Vote: 6 - 0 CARRIED

8. PUBLIC COMMENTS

Laura Loera, resident, invited everyone to participate in Lemonade Day on May 4th.

9. CONSENT AGENDA

Commissioner District 4 Jami Clark made a motion to approve Consent Agenda items a and b. The motion was seconded by Commissioner District 2 Felix Herrera.

- a. Approve City Commission Minutes for April 17, 2024 meeting. (City Secretary)

Vote: 6 - 0 CARRIED

- b. Consider and take action on Resolution No. 2024-061, approving the purchase of the following vehicles for the Utilities Department (2) 2024 F350 Chassis w/ new service boxes and (1) 2024 F350 chassis w/ refurbished service box and new lift crane through Chastang Ford utilizing Buy Board Contract 601-19. (Public Works)

Vote: 6 - 0 CARRIED

10. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 2024-14, amending Chapter 96 "Fire Prevention and Protection: Fireworks" related to adoption of the 2024 International Fire Code and including amendments of certain sections. (Fire Department)

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 1 DeAndre' Knoxson

Vote: 6 - 0 CARRIED

11. ADJOURNMENT

Having no further business, Commissioner At-Large Abel Garza, Jr. made a MOTION to ADJOURN at 5:53 p.m.; the motion was SECONDED by Commissioner District 1 DeAndre Knoxson. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 05/15/2024

Civil Service Appointment

Submitted For: Jennifer Price, Human Resources

Submitted By: Rhomari Leigh, City Secretary

Department: Human Resources

Information

ACTION REQUEST

Filling a vacant position on the Civil Service Commission.

BACKGROUND (Brief Summary)

Yolanda Mejia is a retired educator/ counselor from Texas City ISD. She has lived in this community for many years.

There is no fiscal impact regarding this agenda item.

RECOMMENDATION

It is the recommendation of the City Secretary's Office to appoint Yolanda Mejia to the Civil Service Commission.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2024-063

A RESOLUTION APPOINTING YOLANDA MEJIA TO THE CIVIL SERVICE COMMISSION TO FILL A VACANT TERM; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Civil Service Commission (the “Commission”) is a Board created to hear and decide appeals of employees under the protection of civil service laws by ensuring that employment decisions are based on the relative ability, knowledge, and skills of the employee, and to ensure that all individuals receive fair and impartial treatment; and

WHEREAS, a person appointed to the Civil Service Commission must (1) be of good moral character; (2) be a United States Citizen; (3) be a resident of the municipality who has resided in the municipality for more than three years; (4) be over 25 years of age; and (5) not have held a public office within the preceding three years; and

WHEREAS, in order to continue the uninterrupted and efficient operation of the Civil Service Commission, it is necessary for the Mayor of the City of Texas City to appoint members to fill the positions as needed.

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

SECTION 1: That the Mayor of the City of Texas City has appointed Yolanda Mejia to the Civil Service Commission to fill the position vacated by Elias Ramirez for the term set out in **Exhibit “A”** attached hereto.

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

PASSED AND ADOPTED this 15th day of May 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

EXHIBIT “A”

CIVIL SERVICE COMMISSION

New Members Term Expires

Gina Gilmore 09/30/2024

Lacey Fleshman 09/30/2026

Yolanda Mejia 09/30/2024

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 05/15/2024

Bid No. 2024-455 2024 Pavement Striping at Various Locations

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

Department: Public Works

Information

ACTION REQUEST

Approve and award a contract for bid no. 2024-455, 2024 Pavement Striping at Various Locations.

BACKGROUND (Brief Summary)

A notice to bidders was advertised on 04/16 and 04/23/2024 in the Galveston County Daily News and bid packets were made available to local area bidders. Bids were opened on May 02, 2024, at 3:00 a.m. The lowest responsible bidder meeting all specifications was received from Semper Striping of Channelview, Texas for the total bid amount of \$85,348.16. Funds for this project are made available via the City of Texas City 2023-2024 Annual Budget. A bid tabulation is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to award the contract to Semper Striping for the amount bid, and, that the Mayor be authorized to execute a contract on behalf of the City Commission.

Thank you.

Fiscal Impact

Attachments

Resolution
Exhibit A

RESOLUTION NO. 2023-064

A RESOLUTION AWARDING BID NO. 2024-455 2024 PAVEMENT STRIPING PROJECT AT VARIOUS LOCATIONS AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ONE-WAY SEMPER STRIPING; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, a notice to bidders was advertised on April 16, 2024, and April 23, 2024 in the Galveston County Daily News, and bid packets were made available to local area bidders for Bid No. 2024-455, 2024 Pavement Striping Project at various locations within the City of Texas City; and

WHEREAS, bids were opened on May 02, 2024, at 3:00 p.m. The lowest responsible bidder meeting all specifications was received from Semper Striping of Channelview, Texas, for the total bid amount of \$85,348.16.

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 Semper Striping for Bid No. 2024-455, 2024 Pavement Striping Project at various locations within the City of Texas City.

SECTION 2: That the Mayor is hereby authorized to enter a contract with Semper Striping for the prices bid attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

SECTION 3: That the Mayor is hereby authorized to approve change orders, not to exceed twenty-five (25.0%) of the total contract amount, without bringing the matter before the City Commission.

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

PASSED AND ADOPTED this 15th day of May 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



2022- 455

2024 Pavement Striping at Various Locations

Bid Tabulation

BIDDER	TOTAL AMOUNT BID
Semper Striping	\$85,348.16
Stripe Lines	\$123,499.89
Traffic Lines & Signs	\$129,792.38

CITY COMMISSION REGULAR MTG

(7) (d)

Meeting Date: 05/15/2024

Bid No. 2024-454 Security Fence Replacement at City of Texas City's Wastewater Treatment Plant

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST

Approve and award a contract for Bid No. 2024-454, Security Fence Replacement at the City of Texas City's Wastewater Treatment Plant to LG&G Construction, Inc., out of Houston, Texas, for the total bid amount of \$149,796.25.

BACKGROUND (Brief Summary)

A notice to bidders was published on April 12, 2024, and again on April 19, 2024. Bid packets were made available to local area vendors via CIVCASTUSA. Bids were received and opened on April 29, 2024, at 2:00 p.m. The lowest responsible bidder meeting all specifications was LG&G Construction, Inc. from Houston Texas, for the total bid amount of \$149,796.25. Funds are made available via the City of Texas City 2023/2024 Annual Budget account number 501703-55360.

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

RECOMMENDATION

It is the recommendation of the Public Works Department and ARKK Engineers, to award bid number 2024-454 to LG&G Construction, Inc., for the total bid amount of \$149,796.25, and that the Mayor be authorized to execute a contract on behalf of the City Commission. It is further recommended that the Mayor be authorized to approve change orders, not to exceed 25% of the total contract price, without taking the matter before the City Commission.

Thank you.

Fiscal Impact

Attachments

Resolution
Exhibit A

RESOLUTION NO. 2024-065

A RESOLUTION AWARING BID NO. 2024-454 SECURITY FENCE REPLACEMENT AT THE CITY OF TEXAS CITY'S WASTEWATER TREATMENT PLANT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, a notice to bidders was published on April 12, 2024, and again on April 19, 2024. Bid packets were made available to local area vendors via CIVCASTUSA; and

WHEREAS bids were opened on April 29, 2024, at 2:00 p.m. The lowest responsible bidder meeting all specifications was LG&G Construction, Inc. from Houston, Texas, for the total bid amount of \$149,796.25.

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 LG&G Construction, Inc.

SECTION 2: That the Mayor is hereby authorized to enter a contract with LG&G Construction, Inc. for the respective unit price bid in **Exhibit "A"**, as attached hereto and incorporated herein for all intents and purposes.

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

PASSED AND ADOPTED this 15th day of May 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



May 7, 2024

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

Re: **Letter of Recommendation for Security Fence Replacement at City of Texas City's Wastewater Treatment Plant**
BID #2024-454
ARKK Job No. 24-016

Dear Mr. Ballast:

On April 29, 2024, five (5) bids were received for the above referenced project. The project includes the replacement of the site perimeter fencing at the City's central wastewater treatment plant facility on Bay Street with new chain link fencing, wrought iron fencing, gates, and associated repairs and improvements.

1. Bid Tabulation Sheet – Five (5) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities.

The bids for the project are as follows:

<u>Bidder</u>	<u>Total Bid</u>
LG&G Construction, Inc.	\$149,796.25
McDonald Municipal and Industrial	\$164,469.00
Fencing Unlimited	\$168,186.00
Orion Builders, LLC.	\$199,161.04
Glomar Construction, LLC.	\$271,668.00

2. Qualifications and References – LG&G Construction, Inc. provided a list of qualifications and proposed subcontractors for this project. Based on the information provided, LG&G Construction, Inc. and their proposed subcontractor have worked on projects of similar scope for municipalities in and around the Greater Houston area. ARKK's staff also met with representatives from LG&G Construction and their subcontractor, and we were informed by LG&G that they understand the project requirements, stand by their bid, and expressed confidence in their ability to successfully complete the work in a satisfactory manner.

LG&G Construction, Inc. appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the **Security Fence Replacement at City Wastewater Treatment Plant to LG&G Construction, Inc. for a total amount of \$149,796.25.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.

Senior Project Manager

Security Fence Replacement at City Wastewater Treatment Plant

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER		MCDONALD MUNICIPAL AND INDUSTRIAL - A DIVISION OF C.F. MCDONALD ELECTRIC, INC.		FENCING UNLIMITED		ORION BUILDERS, LLC.		GLOMAR CONSTRUCTION, LLC.	
				LG & G CONSTRUCTION, INC.									
GENERAL ITEMS													
1	Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond (Max Amount is 5% of Total Bid)	LS	1	\$ 7,155.00	\$ 7,155.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,328.96	\$ 15,328.96	\$ 13,583.00	\$ 13,583.00
2	Miscellaneous Allowance as approved by the Engineer and the City:	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
SUB-TOTAL GENERAL ITEMS:				\$ 22,155.00	\$ 22,155.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,328.96	\$ 30,328.96	\$ 28,583.00	\$ 28,583.00
FENCE AND GATE ITEMS:													
3	Remove and Replace 7-ft Chain Link Fencing, Per Details, Complete in place, the Sum of:	LF	3,905	\$ 24.25	\$ 94,696.25	\$ 27.00	\$ 105,435.00	\$ 31.00	\$ 121,055.00	\$ 28.84	\$ 112,620.20	\$ 47.00	\$ 183,535.00
4	Remove and Replace 8-ft Total Height Wrought Iron Fencing, Per Details, Complete in place, the Sum of:	LF	105	\$ 89.00	\$ 9,345.00	\$ 112.00	\$ 11,760.00	\$ 89.00	\$ 9,345.00	\$ 213.00	\$ 22,365.00	\$ 150.00	\$ 15,750.00
5	Remove and Replace 25-ft Wide Chain Link Cantilever (Rolling) Gate, Reusing Existing Motorized Gate Operator, Per Details, Complete in Place, the Sum of:	EA	1	\$ 3,800.00	\$ 3,800.00	\$ 5,686.00	\$ 5,686.00	\$ 3,820.00	\$ 3,820.00	\$ 9,741.33	\$ 9,741.33	\$ 10,000.00	\$ 10,000.00
6	Remove and Replace 35-ft Wide Chain Link Cantilever (Rolling) Gate, Reusing Existing Motorized Gate Operator, Per Details, Complete in Place, the Sum of:	EA	1	\$ 5,600.00	\$ 5,600.00	\$ 7,000.00	\$ 7,000.00	\$ 4,966.00	\$ 4,966.00	\$ 11,288.64	\$ 11,288.64	\$ 13,000.00	\$ 13,000.00
7	Remove and Replace 20-ft Wide Chain Link Double Swing Gate, Per Details, Complete in Place, the Sum of:	EA	2	\$ 3,800.00	\$ 7,600.00	\$ 1,750.00	\$ 3,500.00	\$ 1,800.00	\$ 3,600.00	\$ 2,613.90	\$ 5,227.80	\$ 5,000.00	\$ 10,000.00
8	Remove and Replace 28-ft Wide Chain Link Double Swing Gate, Per Details, Complete in Place, the Sum of:	EA	1	\$ 3,800.00	\$ 3,800.00	\$ 2,900.00	\$ 2,900.00	\$ 2,200.00	\$ 2,200.00	\$ 3,990.11	\$ 3,990.11	\$ 6,000.00	\$ 6,000.00
9	Remove and Replace 5-ft Wide Man Gate, Per Details, Complete in Place, the Sum of:	EA	4	\$ 700.00	\$ 2,800.00	\$ 797.00	\$ 3,188.00	\$ 800.00	\$ 3,200.00	\$ 899.75	\$ 3,599.00	\$ 1,200.00	\$ 4,800.00
SUB-TOTAL FENCE AND GATE ITEMS:				\$ 127,641.25	\$ 127,641.25	\$ 139,469.00	\$ 139,469.00	\$ 148,186.00	\$ 148,186.00	\$ 168,832.08	\$ 168,832.08	\$ 243,085.00	\$ 243,085.00
TOTAL AMOUNT BID (GENERAL ITEMS + FENCE AND GATE ITEMS):				\$ 149,796.25	\$ 149,796.25	\$ 164,469.00	\$ 164,469.00	\$ 168,186.00	\$ 168,186.00	\$ 199,161.04	\$ 199,161.04	\$ 271,668.00	\$ 271,668.00
MATHEMATICAL ERROR CORRECTED BY ENGINEER													

CITY COMMISSION REGULAR MTG

(7) (e)

Meeting Date: 05/15/2024

Bid No. 2024-006 Right-Of-Way Tree Trimming Annual Contract

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

Department: Public Works

Information

ACTION REQUEST

Approve and award a contract for Bid No. 2024-006 Right - Of - Way Tree Trimming Annual Contract.

BACKGROUND (Brief Summary)

On April 16, 2024, and April 23, 2024, a notice to bidders was advertised in the Galveston County Daily News and bid packets were made available to local area vendors. Bids were received and opened on May 2, 2024, at 2:00 p.m. The lowest responsible bidder meeting all the specifications was TUF Industrial, Inc. This is an annual contract for hourly services. There are no guaranteed minimums or maximums. Funds are made available via the City of Texas City 2023/2024 Annual Budget. Account No. 101302-53566.

A bid tabulation is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to award the Bid No. 2024-006 Right - Of - Way Tree Trimming Annual Contract to TUF Industrial, Inc., for the unit prices bid, and that the Mayor be authorized to execute a contract on behalf of the City Commission.

Thank you.

Fiscal Impact

Attachments

Resolution
Exhibit A

RESOLUTION NO. 2024-066

A RESOLUTION AWARDDING BID NO. 2024-006 RIGHT - OF - WAY TREE TRIMMING ANNUAL CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on April 16, 2024, and April 23, 2024, a notice to bidders was advertised in the Galveston County Daily News, and bid packets were made available to local area vendors; and

WHEREAS, bids were received and opened on May 2, 2024, at 2:00 p.m. The lowest responsible bidder meeting all the specifications was TUF Industrial, Inc. This is an annual contract for hourly services. There are no guaranteed minimums or maximums.

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 TUF Industrial, Inc. for Bid No. 2024-066 Right-Of-Way Tree Trimming Annual Contract

SECTION 2: That the Mayor is hereby authorized to enter a contract with TUF Industrial, Inc. for the respective unit price bid in **Exhibit “A,”** as attached hereto and incorporated herein for all intents and purposes.

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

PASSED AND ADOPTED this 15th day of May 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

BID TABULATION

2024-006 RIGHT-OF-WAY VEGETATION MANAGEMENT ANNUAL CONTRACT

<u>BIDDER</u>	<u>Crew Type 1</u> Straight Time	<u>Crew Type 2</u> Straight Time	<u>Crew Type 3</u> Straight Time
TUF INDUSTRIAL	\$220/HR	\$270/HR	NA
SAVATREE	\$279/HR	\$279/HR	NA

CrewType:

- 1) 3 — Person lift crew W/O Chipper
- 2) 3 — Person lift crew W/ Chipper

CITY COMMISSION REGULAR MTG

(7) (f)

Meeting Date: 05/15/2024

Bid No 2024-009 Sodium Bisulfite Annual Contract

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

Department: Public Works

Information

ACTION REQUEST

Approve and award Bid No. 2024-009 Sodium Bisulfite Annual Contract.

BACKGROUND (Brief Summary)

On April 17, 2024, and April 24, 2024, the Notice to Bidders was published in the paper and bid packets were made available to local area vendors. Bids were opened on May 07, 2024, at 2:00 p.m. The low responsible bidder meeting all qualifications was INEOS Calibrian in Kingwood, Texas.

This is an annual contract. No minimum or maximum purchase quantities are guaranteed. This is on an as-needed basis. Funds are made available via the City of Texas City 2023/2024 Annual Budget. Account # 501703-52010

A bid tabulation is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to award Bid # 2024-009 Sodium Bisulfite Annual Contract to INEOS Calibrian for the price bid, and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you.

Fiscal Impact

Attachments

Resolution
Exhibit A

RESOLUTION NO. 2024-067

A RESOLUTION AWARDDING BID NO. 2024-009 AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR THE PURCHASE AND DELIVERY OF SODIUM BISULFITE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on April 17, 2024, and April 24, 2024, the Notice to Bidders was published in the paper, and bid packets were made available to local area vendors; and

WHEREAS, bids were opened on May 07, 2024, at 2:00 p.m. The low responsible bidder meeting all qualifications was INEOS Calibrian in Kingwood, Texas. No minimum or maximum purchase quantities are guaranteed; this is on an as-needed basis.

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 INEOS Calibrian for Bid No. 2024-009 Sodium Bisulfite Annual Contract.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with INEOS Calabrian for the respective unit price bid in **Exhibit “A,”** as attached hereto and incorporated herein for all intents and purposes.

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

PASSED AND ADOPTED this 15th day of May 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 of Texas City

BID TABULATION

2024-009 SODIUM BISULFITE ANNUAL CONTRACT

Bid Opening: Tuesday, May 07, 2022 at 2:00 p.m.

<u>BIDDER</u>	INEOS CALIBRIAN			
Unit Price Per Dry Pound	\$.5993			
135,000 Pounds Dry Total	\$80,905.50			
Unit Price Per Wet Pound	\$.2397			
135,000 Pounds Wet Total	\$32,359.50			

CITY COMMISSION REGULAR MTG

(7) (g)

Meeting Date: 05/15/2024

HVAC Unit Purchase and Installation for the Carver Center and Sanders Center

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

Department: Public Works

Information

ACTION REQUEST

Approve the purchase and installation of new HVAC units at the Sanders Center and Carver Centers from Gowan-Garrett Inc. via Choice Partners Contract No. 22/049MF-10.

BACKGROUND (Brief Summary)

The old HVAC units at the Sanders and Carver Centers are outdated and in need of replacement. Gowan-Garrett Inc. is a member of Choice Partners, a Texas, purchasing cooperative. The price for these units, including installation, will be \$75,000.00 each, totaling to \$150,000 for both. Funds are made available via the City of Texas City 2023/2024 Annual Budget, account # 101401-53540.

The two quotes are attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department that the City Commission approve this purchase.

Thank you.

Fiscal Impact

Attachments

Resolution

Exhibit A

Exhibit B

RESOLUTION NO. 2024-068

A RESOLUTION PURCHASE AND INSTALLATION OF NEW HVAC UNITS AT THE SANDERS CENTER AND CARVER CENTER; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the old HVAC units at the Sanders and Carver Centers are outdated and in need of replacement; and

WHEREAS, the price for these units, including installation, will be \$75,000.00 each, totaling \$150,000.00 for both units from Gowan-Garrett Inc. Gowan-Garrett Inc. is a member of Choice Partners, a Texas, purchasing cooperative, under Contract No. 22/049MF-10.

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

SECTION 1: That the City Commission hereby approves the replacement of HVAC units at the Sanders and Carver Centers.

SECTION 2: That the Mayor is hereby authorized to enter a contract with Gowan-Garrett Inc. for the respective price in **Exhibit “A”** and **“B,”** as attached hereto an 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 15th day of May 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



GOWAN-GARRETT INC. (AN EMCOR CO.)
MECHANICAL | PLUMBING

Gowan, Inc.
Nfazel@gowaninc.com
5550 Airline Dr.
Houston, TX 77076-4998
Cell: 713-542-6426
Office: 713-696-5404
Fax: 713.237.9208
TACLA17399C, MPL 37572

Date: May 1, 2024

TO: City of Texas City
Carver Center
6415 Park Ave
Texas City, Texas 77590

Quote 12338

ATTENTION: Richard Chacon

Choice Partners 22/049MF-10

RE: Replace 25 ton Aaon package unit with 27 ton Carrier/ICP

Gowan will supply the labor, tools, equipment and supervision to replace one Aaon 25 ton package unit with matching Aaon package unit. Carrier/ICP RTU does not match existing unit for fresh air and humidity control. Customer to supply crane for lifting unit and curb. Please feel free to reach out to me if you have any questions

\$75,000.00

ACCT # 101-401-53540

Scope:

1. Pick up unit
2. Disconnect electrical, ductwork and piping
3. Lift old unit and curb
4. Replace curb
5. Set new Carrier/ICP
6. Reconnect existing electrical and ductwork
7. Replace effected insulation
8. Install standard thermostat with remote sensor
9. Start unit and check operation
10. Clean up work area.
11. Dispose of old unit per EPA regulations

Base Price: \$70,000.00 Plus tax if applicable

Adds: 1- 5 Year parts warranty + \$5,000.00

NOTES: Customer to modify catwalk if needed

Exclusions
(if checked)

- Insulation beyond point listed
- Crane for Lifting
- Patching, Painting, & Signage
- Electrical
- Any work not outlined above
- Other, Overtime Labor

With the signature below we hereby authorize **Gowan, Inc.** to proceed with the above described work.

The price is firm and will remain in effect for 30 days

GOWAN/GARRETT

Nathan Fizel

TITLE: _____

Nathan Fizel
Account manager

This proposal is "Regulated by The Texas Department of Licensing and Regulation", P. O. Box 12157, Austin, Texas 78711,
1.800.803.9202, 512.463.6599,

Gowan, Inc.

Payment Terms and Conditions of Sale

1. **PAYMENT AND TAXES-**Payment shall be made 45 days from date of invoice. Gowan reserves the right to require cash payment or other alternative method of payment prior to completion of work if Gowan determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 45 days payment term, in addition to the Agreement price, the Customer shall pay Gowan any applicable taxes or government charges that may be required in connection with the service or material furnished under this Agreement.
2. **WORKING HOURS-** All services performed under this Agreement including major repairs to be provided during Gowan's normal working hours unless otherwise agreed.
3. **ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Gowan's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
4. **EXCLUSIONS-** Gowan is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Gowan is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew or bacteria, damage caused by power reductions or failures or any other cause beyond Gowan's control.

Gowan is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances or mold, fungi, mildew or bacteria. In the event that Gowan encounters any asbestos product or any hazardous material in the course of performing its work, Gowan may suspend its work and remove its employees from the project until such product or material, and any hazards connected with it, are

abated. Gowan shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Gowan shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Gowan, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Gowan shall not be required to repair or replace equipment that has not been properly maintained.

5. **WARRANTY**-Gowan warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Gowan also warrants all Gowan parts or components supplied hereunder to be free from defects in materials and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Gowan shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Gowan shall not be liable for repairs required as a consequence of faulty installation by persons other than Gowan, misapplication, abuse, improper servicing, unauthorized alteration or improper operation by persons other than Gowan. Any claim for defective workmanship must be provided to Gowan in writing. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Gowan's obligations to repair, replace or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.
6. **PROPRIETARY RIGHTS**- During the term of this Agreement and in combination with certain services, Gowan may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Gowan. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
7. **DELAYS**- Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
8. **CUSTOMER RESPONSIBILITIES**- Customer shall:
 - ❖ Provide safe and reasonable equipment access and a safe work environment
 - ❖ Permit access to Customer's site, and use of building services including but not limited to water, elevators, receiving dock facilities, electrical, service and local telephone service.
 - ❖ Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - ❖ Provide adequate water treatment.
 - ❖ Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - ❖ Where Gowan's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - ❖ Operate the equipment properly and in accordance with instructions.
 - ❖ Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
9. **EQUIPMENT CONDITION and RECOMMENDED SERVICE**- Upon the initial scheduled operating and/ or initial stop inspection, should Gowan determine the need for repairs or replacement, Gowan will provide Customer in writing an equipment condition report including

recommendations for corrections and the price for repairs in addition to this Agreement. In the event that Gowan recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Gowan shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Gowan at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

10. **CUSTOMER TERMINATION-** Customer shall have the right to terminate this Agreement for Gowan's non-performance provided Gowan fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Gowan shall have free access to enter Customer locations to disconnect and remove any Gowan personal proprietary property or devices as well as remove any and all Gowan-owned parts, tools and personal property. Additionally, Customer agrees to pay Gowan for all incurred but unamortized service costs performed by Gowan including overheads and a reasonable profit.
11. **GOWAN TERMINATION-** Gowan reserves the right to discontinue its service at any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Gowan.
12. **LIMITATION OF LIABILITY-** Under no circumstances shall Gowan be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Gowan shall be liable for damage to property other than the equipment provided under this Agreement, and to persons, to the extent that Gowan's negligent acts or omissions directly contributed to such injury or property damage. Gowan's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Gowan under this Agreement.
13. **WASTE DISPOSAL-** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
14. **CLAIMS-** Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise shall be brought within one (1) year from the date the claim arose.
15. **GOVERNMENT PROCUREMENTS-** Gowan offers standard Commercial items that may not comply with Government specifications. Gowan does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR), except for FAR part 12. In no event shall Gowan provide any Cost or Pricing data in connection with this Agreement or subsequent modifications.
16. **SUPERSEDURE, ASSIGNMENT and MODIFICATION-** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Gowan's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.



GOWAN-GARRETT INC. (AN EMCOR CO.)
MECHANICAL | PLUMBING

Gowan, Inc.
Nfize1@gowaninc.com
5550 Airline Dr.
Houston, TX 77076-4998
Cell: 713-542-6426
Office: 713-696-5404
Fax: 713.237.9208
TACLA17399C, MPL 37572

Date: May 1, 2024

TO: City of Texas City **Quote 12337**
Saunders Center SANDERS CENTER
501 4th Ave N
Texas City, Texas 77590

ATTENTION: Richard Chacon

Choice Partners 22/049MF-10

RE: Replace 25 ton Aaon package unit with 27 ton Carrier/ICP/

Gowan will supply the labor, tools, equipment and supervision to replace one Aaon 25 ton package unit with 27 ton Carrier package unit. Carrier/ICP RTU does not match existing unit for fresh air and humidity control. Customer to supply crane for lifting unit and curb. Please feel free to reach out to me if you have any questions

75,000.00

ACCT# 101-401-53540

Scope:

1. Pick up Carrier unit
2. Disconnect electrical, ductwork and piping
3. Lift old unit and curb
4. Replace curb
5. Set new Carrier/ICP
6. Reconnect existing electrical and ductwork
7. Replace effected insulation
8. Install standard thermostat with remote sensor
9. Start unit and check operation
10. Clean up work area.
11. Dispose of old unit per EPA regulations

Base Price: \$70,000.00 Plus tax if applicable

Adds: 1- 5 Year parts warranty + \$5,000.00

NOTES: Customer to modify catwalk if required

Exclusions
(if checked)

- Insulation beyond point listed
- Crane for Lifting
- Patching, Painting, & Signage
- Electrical
- Any work not outlined above
- Other, Overtime Labor

With the signature below we hereby authorize **Gowan, Inc.** to proceed with the above described work.
The price is firm and will remain in effect for 30 days

GOWAN/GARRETT

Nathan Fizel

TITLE: _____

Nathan Fizel
Account manager

This proposal is "Regulated by The Texas Department of Licensing and Regulation", P. O. Box 12157, Austin, Texas 78711,
1.800.803.9202, 512.463.6599,

Gowan, Inc. Payment Terms and Conditions of Sale

1. **PAYMENT AND TAXES**-Payment shall be made 45 days from date of invoice. Gowan reserves the right to require cash payment or other alternative method of payment prior to completion of work if Gowan determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 45 days payment term, in addition to the Agreement price, the Customer shall pay Gowan any applicable taxes or government charges that may be required in connection with the service or material furnished under this Agreement.
2. **WORKING HOURS**- All services performed under this Agreement including major repairs to be provided during Gowan's normal working hours unless otherwise agreed.
3. **ADDITIONAL SERVICE**- Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Gowan's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
4. **EXCLUSIONS**- Gowan is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Gowan is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/ electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew or bacteria, damage caused by power reductions or failures or any other cause beyond Gowan's control.

Gowan is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances or mold, fungi, mildew or bacteria. In the event that Gowan encounters any asbestos product or any hazardous material in the course of performing its work, Gowan may suspend its work and remove its employees from the project until such product or material, and any hazards connected with it, are

abated. Gowan shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Gowan shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Gowan, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Gowan shall not be required to repair or replace equipment that has not been properly maintained.

5. **WARRANTY**-Gowan warrants that all service provided under this Agreement shall be performed in a workmanlike manor. Gowan also warrants all Gowan parts or components supplied hereunder to be free from defects in materials and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Gowan shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Gowan shall not be liable for repairs required as a consequence of faulty installation by persons other than Gowan, misapplication, abuse, improper servicing, unauthorized alteration or improper operation by persons other than Gowan. Any claim for defective workmanship must be provided to Gowan in writing. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Gowan's obligations to repair, replace or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.
6. **PROPRIETARY RIGHTS**- During the term of this Agreement and in combination with certain services, Gowan may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Gowan. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
7. **DELAYS**- Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
8. **CUSTOMER RESPONSIBILITIES**- Customer shall:
 - ❖ Provide safe and reasonable equipment access and a safe work environment
 - ❖ Permit access to Customer's site, and use of building services including but not limited to water, elevators, receiving dock facilities, electrical, service and local telephone service.
 - ❖ Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - ❖ Provide adequate water treatment.
 - ❖ Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - ❖ Where Gowan's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - ❖ Operate the equipment properly and in accordance with instructions.
 - ❖ Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
9. **EQUIPMENT CONDITION and RECOMMENDED SERVICE**- Upon the initial scheduled operating and/ or initial stop inspection, should Gowan determine the need for repairs or replacement, Gowan will provide Customer in writing an equipment condition report including

recommendations for corrections and the price for repairs in addition to this Agreement. In the event that Gowan recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Gowan shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Gowan at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

10. **CUSTOMER TERMINATION-** Customer shall have the right to terminate this Agreement for Gowan's non-performance provided Gowan fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Gowan shall have free access to enter Customer locations to disconnect and remove any Gowan personal proprietary property or devices as well as remove any and all Gowan-owned parts, tools and personal property. Additionally, Customer agrees to pay Gowan for all incurred but unamortized service costs performed by Gowan including overheads and a reasonable profit.
11. **GOWAN TERMINATION-** Gowan reserves the right to discontinue its service at any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Gowan.
12. **LIMITATION OF LIABILITY-** Under no circumstances shall Gowan be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Gowan shall be liable for damage to property other than the equipment provided under this Agreement, and to persons, to the extent that Gowan's negligent acts or omissions directly contributed to such injury or property damage. Gowan's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Gowan under this Agreement.
13. **WASTE DISPOSAL-** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
14. **CLAIMS-** Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise shall be brought within one (1) year from the date the claim arose.
15. **GOVERNMENT PROCUREMENTS-** Gowan offers standard Commercial items that may not comply with Government specifications. Gowan does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR), except for FAR part 12. In no event shall Gowan provide any Cost or Pricing data in connection with this Agreement or subsequent modifications.
16. **SUPERSEDURE, ASSIGNMENT and MODIFICATION-** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Gowan's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

CITY COMMISSION REGULAR MTG

(7) (h)

Meeting Date: 05/15/2024

Bid No. 2024-008 Sodium Hypochlorite Solution Annual Contract

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

Department: Public Works

Information

ACTION REQUEST

Approve and award Bid No. 2024-008 Sodium Hypochlorite Annual Contract.

BACKGROUND (Brief Summary)

On April 17, 2024, and April 24, 2024, a Notice to Bidders was published, and bid packets were made available to local area vendors. Bids were opened on May 07, 2024, at 10:00 a.m. The low responsible bidder meeting all qualifications is Brenntag Southwest in Lancaster, Texas.

This is an annual contract and no minimums or maximums are guaranteed. This bid is awarded by a unit price. Funds are made available in the City of Texas City 2023/2024 Annual Budget.

A bid tabulation is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to award Bid No. 2024-008 Sodium Hypochlorite Solution Annual Contract to Brenntag Southwest, Inc., and that the Mayor is authorized to execute the contract on behalf of the City Commission.

Fiscal Impact

Attachments

Resolution
Exhibit A

RESOLUTION NO. 2024-069

A RESOLUTION AWARDDING BID NO. 2024-008 AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR THE PURCHASE AND DELIVERY OF SODIUM HYPOCHLORITE SOLUTION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on April 17, 2024, and April 24, 2024, a Notice to Bidders was published, and bid packets were made available to local area vendors; and

WHEREAS, bids were opened on May 07, 2024, at 10:00 a.m. The low responsible bidder meeting all qualifications is Brenntag Southwest of Lancaster, Texas. This is an annual contract and no minimums or maximums are guaranteed.

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 Brenntag Southwest for Bid No. 2024-008 Hypochlorite Solution Annual Contract.

SECTION 2: That the Mayor is hereby authorized to enter a contract with Brenntag Southwest for the respective unit price bid in **Exhibit “A”**, as attached hereto and incorporated herein for all intents and purposes.

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

PASSED AND ADOPTED this 15th day of May 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 of Texas City

BID TABULATION

2024-008 SODIUM HYPOCHLORITE SOLUTION ANNUAL CONTRACT

Bid Opening: Tuesday, May 07, 2024 at 10:00 a.m.

<u>BIDDER</u>	Brenntag Southwest, Inc.	PVS / DX Group		
81,000 Gallons = Eighteen (18) 4,500 Truck Loads	\$1.89 / Gal.	\$1.975 / Gal.		
	\$153,090.00 / 81,000 Gal.	\$159,975.00 / 81,000 Gal.		
330 Gallons = Six (6) 55 Gallon Drums	\$599.50 / Drum	\$221.40 / Drum		
	\$3,597.00 / 6 Drums	\$1,328.40 / 6 Drums		

CITY COMMISSION REGULAR MTG

(7) (i)

Meeting Date: 05/15/2024

Management and Operations of The Bayou Golf Course Snack Bar and Food Concession

Submitted For: Kelly Bender, Purchasing

Submitted By: Kelly Bender, Purchasing

Department: Purchasing

Information

ACTION REQUEST

Consider and take action on approving and awarding RFP 2024-005 for the Management and Operations of the Bayou Golf Course Snack Bar and Food Concession.

BACKGROUND (Brief Summary)

The Request for Proposal (RFP) was published in the Galveston Daily News on April 11th and April 18th, 2024. The Request for Proposal opening took place on April 25, 2024, at 2:00 pm. Three (3) proposals were evaluated by the review panel.

RECOMMENDATION

After careful consideration, the Recreation & Tourism and Purchasing departments recommend the "Bayou Birdies" Proposal submitted by owners Brain Hayes, Evelyn Hayes, and Jonathan Ciabattoni.

Attached you will find their proposal and references.

Fiscal Impact

Attachments

Resolution

Bayou Birdies Proposal

Bayou Birdies References

RESOLUTION NO. 2024-070

A RESOLUTION AWARDING RFP 2024-005 FOR THE MANAGEMENT AND OPERATIONS OF THE BAYOU GOLF COURSE SNACK BAR AND FOOD CONCESSION.; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Request for Proposal (RFP) was published in the Galveston Daily News on April 11, 2024, and April 18, 2024; and

WHEREAS, proposals were opened on April 25, 2024, at 2:00 p.m. and after careful consideration, the Recreation & Tourism and Purchasing departments recommend the "Bayou Birdies" Proposal submitted by owners Brain Hayes, Evelyn Hayes, and Jonathan Ciabattoni.

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

SECTION 1: That the City Commission hereby accepts the proposal by Bayou Birdies.

SECTION 2: That the Mayor is hereby authorized to enter a contract with Bayou Birdies for the proposal attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

SECTION 3: That the Mayor is hereby authorized to approve change orders, not to exceed twenty-five (25.0%) of the total contract amount, without bringing the matter before the City Commission.

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

PASSED AND ADOPTED this 15th day of May 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

ORIGINAL



CITY OF TEXAS CITY
REQUEST FOR PROPOSAL

MANAGEMENT AND OPERATIONS
OF THE
BAYOU GOLF COURSE SNACK BAR AND FOOD CONCESSION

RFP # 2024-005

REQUEST FOR PROPOSAL

RFP # 2024-005

The City of Texas City is requesting proposals for an independent contractor to manage and operate the snack bar and food concessions at the Bayou Golf Club, Texas City, Texas.

Bid documents can be secured from the City Purchasing Department at 1801 9th Avenue North, Texas City, Texas 77590 or by emailing kbender@texascitytx.gov.

DELIVERY ADDRESS: Please submit one (1) proposal marked original and two (2) exact duplicate copies of your completed bid in a sealed envelope properly labeled and clearly marked with the proposal number and description to:

The City of Texas City
Purchasing Department
1801 – 9th Avenue North
Texas City, Texas 77590

MARK ENVELOPE: RFP 2024-005 – MANAGEMENT AND OPERATIONS OF THE BAYOU GOLF COURSE SNACK BAR AND FOOD CONCESSION.

DEADLINE: Sealed proposal submittals must be received by 2:00 p.m., CST, Thursday, April 25, 2024. Proposals will be publicly opened but not read aloud at that time in the City Hall Conference Room.

The City of Texas City reserves the right to waive any minor informality or irregularity, and to reject any or all proposals and to accept the proposal(s), which, in its opinion, is most advantageous to the City.

No taxes are to be included in the proposal as the City of Texas City is exempt from the payment thereof.

SECTION I – SPECIAL CONDITIONS and SPECIFICATIONS

1.0 DEFINITION OF TERMS

A. Director – The word “Director” shall be understood to refer to the City of Texas City Parks, Recreation & Tourism Director, and his designated representative Head Golf Professional authorized to act as an agent for the Owner.

B. Lessee – Wherever the term “Lessee” is used, it is understood to mean the successful bidder that has agreed to perform the services embraced in this Contract or his or their authorized representative.

1.1 SCOPE OF WORK

The scope of work under this Agreement is for an independent contractor to manage and operate the snack bar and food concession at the Bayou Golf Course.

The Director and/or Head Golf Professional will approve the price, size, and content of all that is sold. The minimum menu shall consist of beverages (including alcoholic beverages), a hot breakfast, and hot and cold sandwiches. Menu and price list must be provided to the Director and/or Head Golf Professional for approval. No glass containers containing food or drink shall be sold.

The Lessee is to provide ice chests (coolers) for public use on the golf course. The minimum size shall be large enough to hold a six-pack of aluminum canned drinks. Monetary and/or driver’s license held for cooler deposits cannot be required without approval of the Director and/or Head Golf Professional.

The Lessee may add, delete or make price adjustments from time to time, provided each item and price thereof is approved by the Director and/or Head Golf Professional. Unusual product cost adjustments may be made when justified to the satisfaction of the Director and/or Head Golf Professional. Quality of all products is to be of prime consideration in the operation of this agreement.

Placement, number, type, and location of vending machines, stock containers, coolers, and dispensers shall be made with prior approval of the Director and/or Head Golf Professional.

The Lessee shall be allowed to perform catering services at the Golf Course so long as catering services do not interfere with the operation of the Golf Course or with the Lessee’s responsibilities under this agreement. The usual City contractual compensation would apply for all catering services.

Lessee, in consultation with the Director and/or Head Golf Professional, shall be permitted to offer special volume discounts on tournaments and other special events at the Golf Course. Lessor shall promulgate and enforce rules that no food or beverage may be brought to the Golf Course property by any person without Lessee’s approval.

Regardless of size, all tournaments may be assessed a concession fee by the Lessee if food and/or beverages are brought onto the course by tournament officials, sponsors, or secured caterers.

The City shall set the fee schedule. The concession fee is \$4.00 (four dollars) per golfer up to 100 (one hundred) golfers per shotgun tournament.

Where approval or direction of the City is required for items, prices or procedures not specifically covered herein, the Director and/or Head Golf Professional will normally make such approval or direction.

The Lessee and Lessor agree that in order to provide a high-quality service, it is essential for the operator/manager to participate in the daily operation of the food concession to ensure adequate inventory for uninterrupted service and an efficient operation of the service provided to the customers. The Lessee agrees to be at the food concession area to address any concerns or problems which arise on an as-needed basis.

In the event of sickness, vacation, or days off, the Lessee agrees to appoint a representative approved in advance by the Director and/or Head Golf Professional and shall delegate to his/her representative all authority to operate and manage the snack bar food concession. In the event of an emergency, the Lessee shall notify the Director and/or Head Golf Professional as soon as possible.

1.2 HOURS OF OPERATIONS

Lessee agrees to provide food and beverage service to all customers of the Bayou Golf Course, their guests, and invitees on an uninterrupted basis. Spring and summer is from Daylight Savings time change until the time change in October. The hours of operation for the Spring/Summer will be 6:30 a.m. until 7:00 p.m. The Fall/Winter hours of operation will be from 7:00 a.m. until 5:30 p.m. Weather permitting, facilities shall be open every day of the year, excluding Easter Day, Thanksgiving Day, Christmas Day, New Year's Day, or other days the City determines.

The Lessor reserves the right to adjust scheduled days opened as deemed necessary for repairs, tournaments, activity on the course and other considerations as approved or directed by the Director. Hot food should be available and served until 30 (thirty) minutes before the closing time.

1.3 BEVERAGE CART STATION

Lessor shall provide, at a minimum, one beverage cart for use by Lessee, except when cart is in need of repair or maintenance. The cart provided is to be used exclusively on the City's golf course. The cart is to be used by Lessee's employees only and Lessee shall provide stock and employee for sales.

1.4 CONTRACT TERM

The contract term will be for one (1) year, beginning May 2024. Extension of this contract for an additional one (1) year period beyond the contract term may be negotiated with the successful Lessee.

1.5 COMPENSATION

The minimum bid accepted by all bidders is to be \$1,500.00 per month. The monthly payments are due and payable by the 7th day of each month. All payments shall be paid to the Bayou Golf Course, City of Texas City at 2800 Ted Dudley Drive, Texas City, Texas, until Lessee is notified, in writing, of a different address.

1.6 INSURANCE AND INDEMNIFICATION

The minimum insurance requirements for the successful bidder shall be as follows:

- A. Workers' Compensation – this coverage must cover all employees and comply with the provisions of the laws of the State of Texas Workers' Compensation Insurance.
- B. General Liability Insurance – this coverage must include products, complete operations and contractual liability coverage of no less than \$1,000,000.00.
- C. Liquor Liability Coverage – Lessee shall provide Liquor Liability Coverage of no less than \$500,000.00 (\$250,000.00 per occurrence).
- D. All policies are to be of the Occurrence form.

A thirty (30) day cancellation notice is required on all said policies. A ten (10) day notice is required if the cancellation is for non-payment of premium.

The City of Texas City shall be named as an Additional Insured under the insurance policies along with a Waiver of Subrogation of Workers' Compensation policy.

Policies shall be furnished to the City prior to beginning work. The Lessee shall keep the insurance in full force and in effect at all times during the operation of the concession and shall continue to provide the City with current certificates of insurance during the contract period.

All insurance carriers providing coverage should have an A.M. Best rating of (A) or higher and be licensed to do business in the State of Texas.

1.7 MAINTENANCE, REPAIR AND EQUIPMENT

The entire snack bar area, including the dining room, kitchen, and restrooms, shall be thoroughly cleaned during the day and at the end of each day.

Lessee shall be responsible, as needed, for all window glass, window sills, and light fixtures on the Grill side.

Lessee will provide all cleaning supplies and cleaning tools, including vacuum cleaners, paper products, trash bags, etc., necessary for the kitchen and dining room area. Lessee is responsible for soap and paper products for public use in restrooms. The City will provide and install light bulbs in responsible areas. The Lessee will also be responsible for cleaning the kitchen vent-a-hood grease filters regularly, as well as having the entire vent-a-hood system professionally cleaned at least twice each year. The City agrees to pay for all maintenance and repair on the physical facility and all Owner-provided equipment which make up the snack bar area. The Lessee agrees to be responsible for the inventory of all equipment and personal property left in the concession area.

1.8 USE

The Lessee will not commit (bury, burn, etc.) any waste on the premises and will comply with all applicable laws and ordinances respecting the use and occupancy thereof, including all Health District rules and permits. At no time should the Lessee or employee of the grill pour grease down the kitchen sinks. A containment system needs to be in place for these products. Lessee shall use and occupy the premises for the sale of food and beverages provided that the Lessee shall not use the premises for any purpose which may be hazardous to persons or property or which may constitute a nuisance. If the

Lessee wishes to make any alterations, additions, or improvements, the Lessee must obtain the approval of the Director.

1.9 PERMITS AND LICENSES

The Lessee shall procure all necessary licenses and permits at his own expense. The Lessee shall obtain appropriate permits from the Texas Alcoholic Beverage Commission and keep such license in good standing during the term of the contract. Failure to keep such a permit in good standing will cause the Owner to cancel this agreement.

1.10 CONTRACTOR'S REPRESENTATIVES

Provisions shall be made to provide personnel to perform necessary administration, supervision, and coordination as required for the performance of this contract. Only competent and skilled representatives are permitted.

All employees of Lessee shall be neatly attired as approved by the Director and shall conduct themselves professionally, both in appearance and actions, to the satisfaction of the Director.

The City is committed to maintaining an alcohol and drug free workplace. Use or being under the influence of alcohol or controlled substances by employees while in the performance of this service is prohibited. Violation of this requirement shall constitute grounds for termination of this service.

1.11 RELATIONSHIP OF PARTIES

The parties intend that Lessee, in performing services specified in this agreement, shall act as an independent Lessee and shall have control of his work and the manner in which it is performed.

Lessee shall be free to contract for similar services to be performed for other employers while he is under this agreement. Lessee is not considered an agent or employee of the City and is not entitled to participate in any benefit that the City provides for its employees.

1.12 UTILITIES

The City shall pay all normal utilities that would include water, sewer, electricity and television reception. Any other service will be the Lessee's responsibility.

1.13 SIGNS

All signs proposed to be placed on, within, or around the snack bar shall be subject to the approval of the Director and shall be compatible with the established sign design. Signs will be reviewed on an individual basis.

1.14 SECURITY

The Lessee will be responsible for all locks securing the facility. The City will not be responsible for any theft or trespassing occurring during contract dates. The Lessee will report any graffiti to the City within four hours of discovery. The City will clean or repair any graffiti on the facility.

1.15 TERMINATION OF AGREEMENT

This contract may be terminated without recourse by the City of Texas City, at its option, upon thirty (30) days notice in writing if the Lessee has failed to render services of proper quality or other respects to perform are unacceptable to the Owner.

An operator who abandons or defaults the work on this contract and causes this service to be re-bid and re-awarded will not be considered in the re-advertisement of this service and may not be considered in future requests for the same type of work/service.

In the event the Lessee is unable to provide services within twenty-four (24) hours, the Owner reserves the right to cancel the contract and award said contract to the next low bidder.

SECTION II – INSTRUCTIONS TO BIDDERS

2.0 PROPOSALS, PREPARATION AND SUBMITTAL

Proposals will be submitted upon the Proposal Form (separate color copy furnished) without modification or provisions except those required, and each proposal submitted must be completely filled out.

Proposals, which are due by 2:00 p.m., Thursday, April 25, 2024, will be submitted in a sealed envelope addressed to:

City of Texas City
Purchasing Department
1801 – 9th Avenue North
Texas City, Texas 77590

MARK ENVELOPE: RFP 2024-005– MANAGEMENT AND OPERATIONS OF THE BAYOU GOLF COURSE SNACK BAR FOOD CONCESSION.

To be opened publicly, but not read aloud, in the Conference Room at City Hall, 2:00 p.m., Thursday April 25, 2024.

Each proposal shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract.

All figures must be written in ink or typewriter. Figures written in pencil or erasures are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal.

The Request for Proposals, Instructions to Bidders, Special Conditions, Specifications, Addenda (if any), and Proposal are considered as part of the contract.

2.1 INTENT OF DOCUMENTS

Contractors should fully inform themselves as to all conditions and matters which can, in any way, affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should he be in doubt as to their meaning and intent, he should notify the Owner at once and obtain clarification prior to submitting a proposal. The submission of a proposal by the Contractor shall be conclusive evidence that the Contractor is fully acquainted and

satisfied with the character, quality, and quantity of work to be performed and materials to be furnished.

2.2 DELIVERY OF PROPOSALS

Proposals received prior to the time of opening will be kept securely unopened. Proposals received after 2:00 p.m. of the opening date are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening.

No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified. Oral, faxed, or emailed proposals will not be considered.

2.3 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written or emailed requests dispatched by the Contractor in time for delivery in the normal course of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right to withdraw after the proposal has been opened.

2.4 IRREGULAR PROPOSALS

Proposals will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids, or irregularities of any kind. The Owner reserves the right to waive any irregularities and to make the award in his best interest.

2.5 TAXES

The City is exempt from the State Limited Sales and Use Tax. The price bid must be net exclusive of the above-mentioned tax and will be so construed.

2.6 BASIS OF AWARD

The scope of work under this contract is for an independent contractor to manage and operate the food concessions snack bar at the Bayou Golf Course, Texas City, Texas.

It is the intent of the Owner to award the contract based on the following criteria:

1. References
2. Creativity
3. Experience/Knowledge in the Food and Beverage industry
4. Flat rate

The City Purchasing Department reserves the right to contact any Contractor, at any time, to clarify, verify, or request information with regard to any bid.

2.7 AWARD OF CONTRACT

The Notice of Award of Contract shall be given within sixty (60) days following the date of opening of proposals. The Owner reserves the right to award this contract to that responsible bidder whose proposal, in the opinion of the Owner, is in the best interest, price, and other factors considered or from

The successful bidder may not assign, sell or otherwise transfer this contract without written permission of the City Commission.

2.14 STATEMENT OF QUALIFICATIONS

Bidders are to submit, with the Proposal, a list of at least three references and include: Company Name, a contact person and phone number.

Bidders must have two years minimum experience in food concessions and/or concessions management.

After proposals have been opened and prior to making an award, the Owner reserves the right to request a statement of the bidder's financial resources, experience, organization, and staff.

The Owner shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the

Owner may request. The right is reserved to reject any proposal where an investigation of the evidence or information submitted by such bidder does not satisfy the Owner that the bidder is qualified to properly carry out the terms of this Contract.

Upon request, the contractor shall furnish safety information for the last three years, including experience modification rating, OSHA recordable incidence rates, and OSHA lost day incident rates.

2.15 INSURANCE AND INDEMNIFICATION

The minimum insurance requirements for the successful bidder shall be as follows:

Workers Compensation. This coverage must cover all employees and comply with the provisions of the laws of the State of Texas Workers' Compensation Insurance.

General Liability Insurance. This coverage must include products, complete operations, and contractual liability coverage of no less than \$500,000.00 Dollars.

Liquor Liability Coverage. The Contractor shall provide Liquor Liability Coverage.

All policies are to be of the Occurrence form.

A thirty-day cancellation notice is required on all said policies. A ten-day notice is required if the cancellation is for non-payment of premium.

The Owner shall be named as an Additional Insured under the insurance policies along with a Waiver of Subrogation for workers compensation policy.

Policies shall be furnished to the Owner prior to starting work. The Contractor shall keep the insurance in full force and effect at all times during the operation of the concession and shall continue to provide the city current certificate of insurance during the contract period.

All insurance carriers providing coverage should have an A.M. Best rating of (A) or higher and be licensed to do business in the State of Texas.

2.16 CONFLICT OF INTEREST QUESTIONNAIRE

This questionnaire, included in the bid documents, must be filed in accordance with Chapter 176 of the Local Government Code by a person doing business with a governmental entity. The form must be returned to the City of Texas City regardless if a bid is submitted.

A person commits an offense if the person violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.

any responsible person or persons, which, the Owner's judgment will be most advantageous to the city. The Owner reserves the right to waive any formality or irregularity and to reject any or all proposals.

2.8 INQUIRIES

Inquiries concerning the Proposal Documents can be addressed to Kelly A. Bender at kbender@texascitytx.gov.

Inquiries concerning Specifications and other aspects of the work shall be addressed to Dennis Harris, Recreation and Tourism Director @ (409) 949-3030, and/or Michael Skiba, PGA Head Golf Professional @ (409) 996-1656

2.9 ADDENDA

The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by the City employees. If it becomes necessary to revise any part of the bid documents, the Owner will issue a written notice to all bidders in the form of an Addendum.

Addenda to the bid documents issued prior to the receipt of proposals shall be considered part of the contract documents. All bidders must acknowledge receipt of the addenda to the proposal.

2.10 DISCREPANCIES IN PRICES

Discrepancies between the multiplication of units of service required and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

2.11 LAWS, REGULATIONS AND ORDINANCES

The laws of the State of Texas shall govern this contract. The attention of all bidders is directed to Federal, State, and local laws, ordinances, and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this contract, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes, and licensing laws and regulations.

When required, the Contractor shall furnish the Owner with satisfactory proof of its compliance therewith.

2.12 HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold the Owner harmless from all claims for personal injury, death, and/or property damage resulting directly or indirectly from the contractor's performance and from any claims or amounts arising or recovered under the Workers Compensation Laws Chapter 101, VCTA, Civil Practice, and Remedies code, or any other laws.

The Contractor shall procure and maintain, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from services performed under terms of this contract.

2.13 ASSIGNMENT

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

BAYOU BIRDIES

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
ehayes
Signature of vendor doing business with the governmental entity

7/22/2024
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) EVEVIN E. HAYES, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

BAYOU BIRDIES
Company Name

ehayes
Signature of Authorized Official

OWNER
Title of Authorized Official

04/22/2024
Date

Non-Collusion Bidding Certificate

Section 103-d of the General Municipal Law requires every bid or proposal made to a political subdivision or any public department agency or official where competitive bidding is required by statute rule, regulation or local law, to contain a Non-Collusion Bidding Certificate in the following form:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

EVERLYN E. HAYES

Legal Name of Person, Firm or Corporation

e Hayes

Authorized Signature

OWNER

Title



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19180-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name BAYOU BIRDIES

Date 04/22/2024

By EVERLYN E. HAYES, OWNER
Name and Title of Authorized Representative

ehayes
Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address _____
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

RFP #2024-005 Management and Operations of the Bayou Golf Course Snack Bar and Food Concession.

THIS PROPOSAL IS SUBMITTED TO:

**The City of Texas City
Purchasing Department
1801 – 9th Avenue North
Texas City, TX 77590**

- 1. The undersigned Contractor proposed and agrees, if this proposal is accepted, to enter into an agreement with the Owner to perform and furnish all work/services as specified or indicated in the Contract Documents for the Contract Price(s) indicated and in accordance with the other terms and conditions of the documents.**
- 2. Contractor accepts all of the terms and conditions of the Advertisement or Invitation to Bid, Instructions to Bidders, Conditions, and Specifications. This proposal will remain subject to acceptance for sixty (60) days after the day of the opening. Contractor will sign and submit the Agreement with the other documents required by the bidding requirements within fifteen (15) days after the date of Owner's Notice of Award.**
- 3. In submitting this proposal, the Contractor represents, as more fully set forth in the Agreement, that:**

The contractor has examined copies of the Proposal Documents and of the following Addendum (receipt of which is hereby acknowledged);

Date	Addendum Number
_____	_____
_____	_____
_____	_____

The contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions, Laws, and Regulations that in any manner affect the cost, progress, performance, or furnishing of the work.

Contractor e Hayes

Date 04/22/2024

The Contractor has given the Owner written notice of all conflicts, errors, or resolution discrepancies that it has discovered in the Contract Documents, and the Owner's written resolution of these is acceptable to the Contractor.

This proposal is genuine and not made in the interest of or on behalf of any disclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. The contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham bid; the Contractor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor or over the Owner.

4. It is understood that the City reserves the right to reject any and all proposals and to waive any informality in proposals received.

5. Communications concerning this proposal shall be addressed to:

EVELYN HAYES 409-599-4680
(Name and Phone Number)

6. Contractor will compensate the Owner \$ 1,500.⁰⁰/₁₀₀ lease amount.
(\$ amount in figures)

ONE THOUSAND FIVE HUNDRED ⁰⁰/₁₀₀
(\$ amount in words)

Contractor ehayes

Date 04/22/2024

7. The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with another Bidder, and that the contents of this bid as to prices, terms, conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other person engaged in this type of business prior to the official opening of this bid.

Fill in applicable information:

A Corporation, chartered in the State of TEXAS, authorized to do business in the State of Texas.

A Partnership, composed of: THREE PEOPLE

An Individual operating under the name of: BAYOU BIRDIES

Respectfully Submitted,

BY: ehayes
Signature

EVALYN E. HAYES
Typed Name

04/22/2024
Date

409-599-4680
Phone

-
Direct number

-
Cellular Phone number

-
Fax

GALVESTON
County

OWNER
Position with Company

BAYOU BIRDIES
Company Name

10340 N. MORNINGVIEW
Street Address

SANTIA FE, TX 77510
City/State/Zip

-
Mailing Address - if Different from Street Address

-
City/State/Zip

OPEN DAILY FROM 7 AM - 6 PM

BAYOU BIRDIES

EARLY BIRDIE BREAKFAST

BREAKFAST BURRITOS
OR TACOS

*Choice of: eggs, bacon,
sausage, shredded
cheese, salsa*

BAKED GOODS

SHAREABLES

PRETZEL BITES

CHEESE STICKS

FRITO PIE

Grab & Go



CHICKEN
SALAD
SANDWICH

PIMENTO
CHEESE
SANDWICH

GRILLED
CHICKEN WRAP

+ A VARIETY OF
SNACKS

LUNCH & DINNER

CORN DOG

ALL BEEF HOT DOG

ALL BEEF HAMBURGER

CHICKEN SALAD
SANDWICH

GRILLED CHICKEN
SANDWICH

SIDES

FRIES

ONION RINGS

STAY HYDRATED

COFFEE. TEA. SODA

Coffee	Coke
Tea	Diet Coke
Bottled Water	Sprite
Gatorade	Sprite Zero
Red Bull	Dr. Pepper

ALCOHOLIC BEVERAGES

Budweiser	Topo Chico Seltzer
Bud Light	Twisted Tea
Ultra	XX
Coors	White Claw
Miller Lite	Wine
Karbach Ranch Water	Wine-based shooters

**GET YOUR BEER
ICED DOWN NOW!**

Call ahead to get a cooler packed up with your favorite drinks. We will have your cooler and food ready to go by tee off! **555-555-5555**



BAYOUBIRDIESCAFE@GMAIL.COM



555-555-5555



[BAYOUBIRDIES](#)



[BAYOU.BIRDIES](#)



BAYOU BIRDIES

Enhancing Your Golf Experience with Every Sip and Bite.



WELCOME TO BAYOU BIRDIES

We aspire to serve as the perfect pitstop for golfers, providing a haven to relax, refuel, and recharge. Our mission is to reestablish trust between the café and golfers by offering delicious, reasonably priced food paired with exceptional customer service.

VENDORS





VENDORS

- Toast Point of Sale System
 - US Foods
 - Del Papa
 - Faust
 - Coca-Cola
-

Bayou Birdies aims to partner with top-tier vendors to ensure our guests receive exceptional service.

MEET THE BAYOU
BIRDIES PARTENERS





JONATHAN CIABATTONI

Jonathan, a seasoned sales and customer service professional, is set apart by his exceptional management skills. With an impressive decade-long track record in both domains, his presence is valuable and irreplaceable within the Bayou Birdies team.

BRIAN HAYES

Bringing almost two decades of unwavering commitment to the customer service industry, Brian is our key asset in making Bayou Birdies the finest café Bayou City Golf Course has ever witnessed.



EVELYN HAYES

Evelyn has 14 years of extensive experience in the service industry and management, making her a seasoned professional. Her passion for event planning and noteworthy organizational skills position her as the backbone of operations, ensuring Bayou Birdies runs flawlessly.





THANK YOU

FOR YOUR TIME

BAYOU  BIRDIES



Jonathan CIABATTONI

Professional Summary

Experienced sales and customer service professional with business mindset and management skills.

✉ JonCiabattoni@gmail.com

☎ 409-739-3434

📍 Dickinson, TX 77539

Work History

Tookie's Seafood - Assistant Restaurant Manager

06/2016 - Current

Family Dining. Extensive menu consisting of fried platters and specialty plates.

- **Merchandise Coordinator-** Order and track sales of all merchandise including weekly inventory.
- Assisted servers and dining room hosts, quickly responding to guests' needs.
- Managed customer service by training staff, overseeing operations and resolving issues in a timely manner.
- Balanced tills, accurately handled cash, processed credit card payment batches and prepared bank deposits.
- Conducted sales & labor reports on a nightly basis.

Hugh & Jeff's Car Wash & Grill - Restaurant/Bar Manager

08/2017 - 06/2019

Unique concept of full detailed, hand car wash services. With large bar & grill to accommodate 200+ guests.

- Interviewed, hired and trained staff on restaurant/bar practices, customer service standards and productivity strategies.
- Regularly updated computer systems with new pricing and daily food specials.
- Optimized profits by controlling food, beverage and labor costs on a daily basis.
- Oversaw bar inventory, restocked supplies and placed orders.
- Met with, developed business relationships. and negotiated with vendors to increase sales and profits.
- Increased Restaurant/Bar sales by 5.63% from previous year.

Tookie's Hamburgers - Restaurant Manager

12/2015 - 06/2016

Skills

- Communication skills
- Customer retention
- Vendor relationships
- Operations management
- Recruiting and hiring
- Inventory control
- Sales planning and implementation

Education

Texas City High School

Texas City, TX

High School Diploma

College of The Mainland

Texas City, TX

Some College (No Degree): General Studies

Certifications

Learn2Serve: Texas Food Manager Certification

May 2021 to May 2026

Learn2Serve: TABC Certification

- Managed customer service by training staff, overseeing operations and resolving issues in a timely manner.
- Assisted servers and dining room hosts, quickly responding to guests' needs.
- Balanced tills, accurately handled cash, processed credit card payment batches and prepared bank deposits.
- Conducted sales & labor reports on a nightly basis.

BRIAN HAYES

10340 N. Morningview Santa Fe, TX 77510 · 409.370.0886

Hayesbrian02@yahoo.com

My goal in every aspect of my job is to uphold the company's standards while providing a safe and comfortable work environment for my guests and coworkers. My many years in the customer service industry have helped me to learn and adapt to the many challenges that have presented themselves.

EXPERIENCE

SEPTEMBER 2020 - PRESENT

GENERAL MANAGER, TEE BOX

- Manage liquor, beer, and wine orders and inventory: Check the quality of deliveries, oversee proper product rotation, and ensure the quality of products.
- Oversee staffing and needs of 10+ employees.
- Coordinate and execute corporate and private events and catering.
- Maintain monthly events and league teams.

FEBRUARY 2017 – SEPTEMBER 2020

BAR MANAGER, PIG PEN

- Manage liquor, beer, and wine orders and inventory: check delivery quality, oversee proper rotation of products, and ensure the quality of products.
- Daily safe handling of up to \$10,000
- Company courier to and from the bank.

NOVEMBER 2010 – FEBRUARY 2017

BAR MANAGER, GRINGO'S MEXICAN KITCHEN

- Liquor, beer, and wine order and inventory: check the quality of deliveries, oversee proper rotation of products, and ensure the quality of products.
- Catering coordinator for significant corporate and private events.
- Front house manager: cultivate quality customer service, reinforce training of servers and bar staff, manage upwards of 40 employees, and maintain a safe work environment.

APRIL 2007 – NOVEMBER 2010

GENERAL MANAGER, FREEBIRDS WORLD BURRITO

- Special Events Coordinator and Catering Manager for events such as Rodeo Houston and church gathers.
- Food inventory controller and orders: monitor cost, quality of food deliveries, and proper rotation of food on hand.
- Opening Consultant Manger: traveled to new restaurant locations to hire and train new back-of-house and front-of-house staff.

Evelyn Eisenhour Hayes

10340 N. Morningview Santa Fe, TX 77510

evelyneisenhour@gmail.com

(409) 599-4680

Objective: Utilize computer experience, customer service skills, and managerial expertise.

Computer Expertise: Inventory systems, Microsoft Office Excel, Word, Outlook, PowerPoint.

Work Experience:

October 2022 – Present

Traffic Coordinator

Kirby Offshore

55 Waugh Dr. Houston, TX 77007

- Facilitating information communications between vessel and shore-side personnel, including transmission of orders, monitoring traffic, coordination of dockside activities, and resolution/notification of incidents.
- Supervising Customer Services Representatives.
- Monitoring vessel schedules and traffic.
- Monitoring after hours and weekend customer communication.
- Monitoring and scheduling vessel bunkers.
- Monitoring vessel repair orders.

March 2019 – October 2022

Customer Service Representative – Offshore Marine Logistics

Kirby Offshore

55 Waugh Dr. Houston, TX 77007

- Schedule horsepower for barges in New York Harbor, Houston Ship Channel, and West Coast ports.
- Communicate orders between sales and tug/barges.
- Facilitate communication between vessel and shoreside personnel.
- Communicate and update customers with trip information, trip recap, and modifications.
- Communicate ETAs to terminals and secure berths for barges.
- Train new employees and contribute to training manuals.

May 2009 – March 2019

General Manager for R.5 Ventures/Float, LLC & R.5 Ventures/Beerfoot, LLC

2828 Seawall Blvd. Galveston, TX 77550

- Manage 75+ employees at two successful establishments: scheduling, payroll, personnel training, and recourse optimization.
- Manage entertainment and events, supply schedules, negotiate with vendors and service providers, advertise, and promote, and ensure compliance with federal and state regulations.
- Financial oversight of daily operations, \$1.2 million annual sales.

BAYOU BIRDIES REFERENCES

JONATHN CIABATTONI

409-739-3434

Jonciabattoni@gmail.com

Rey Montemayor

General Manager of Tookies Seafood

409-354-3303

Hugh Lazenberry Sr.

Owner of Hugh and Jeff's Carwash Bar & Grill

281-808-9997

Cory Mendiola

Director of Sales and Business Development of Hunter Buildings

409-599-7593

BRIAN HAYES

David Lowery

Owner & Operator of DML HVAC

281-731-2341

Mark Cooper

Owner of Tee Box Entertainment

409-457-3779

Nick Chapman

Sales Representative for Hunter Onsite

409-502-9180

EVELYN HAYES

Dan Lancaster

Traffic Manager at Kirby Offshore

Mike Dean

Owner of Yaga's Entertainment

409-789-3357

Elizabeth Matthews

Event Manager of Yaga's Entertainment

409-599-8638

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 05/15/2024

2024 Fire Code Adoption

Submitted For: David Zacherl, Fire Department

Submitted By: David Zacherl, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Consider and take action on Ordinance No. 2024-14, amending Chapter 96 "Fire Prevention and Protection: Fireworks" related to adoption of the 2024 International Fire Code and including amendments of certain sections. (Fire Department)

BACKGROUND (Brief Summary)

Texas City has a need to adopt the newest version of the International Fire Code, Edition 2024, which has just been released and ensure that the previous amendments made that relate to our particular circumstances(s) are maintained. Adoption is requested to ensure that construction of new development is compliant with up-to-date industry standards concerning life safety and health.

RECOMMENDATION

Both the Fire Chief and the Fire Marshal recommend passage of the Ordinance as written and presented.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: 0

Source of Funds:

Account #:

Fiscal Impact:

There is no budgetary impact to this proposed Ordinance.

Attachments

Ordinance

ORDINANCE NO. 2024-14

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, OF THE CITY OF TEXAS CITY, TEXAS, TITLE IX -GENERAL REGULATIONS, CHAPTER 96, “FIRE PREVENTION AND PROTECTION; FIREWORKS”, REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there is a need to amend The Code of Ordinances of the City of Texas City, Texas, Title IX – General Regulations, Chapter 96, FIRE PREVENTION AND PROTECTION; FIREWORKS, to update information contained in the Code, and

WHEREAS, there is a need to update the fire prevention code, and upon recommendation of the Fire Chief and Fire Marshal and in full review and consideration of all matters related and attendant thereto, the City Commission is of the opinion that the 2024 Edition of the International Fire Code including an amended appendix A and appendices B, C, D, E and F along with the local amendments thereto, should be adopted as the Fire Code for the City of Texas City and that regulations and fees should be established thereunder.

WHEREAS, the City Commission determines that amending Title IX – Fire Prevention and Protection; Fireworks, Chapter 96, will promote the health, safety, morals, and general welfare of the City and the safe, orderly, and healthful development of the City;

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

Section 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact, and

Section 2. The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to promote health, safety, morals, or general welfare and the safe, orderly, and healthful development of the municipality, and

Section 3. The City of Texas City’s Code of Ordinances, Chapter 96 shall be removed and replaced to read as follows:

Section 4. This is the first of three readings as required by the Charter.

Section 5. This Ordinance shall be effective immediately upon the passage, approval and publication following the third reading as required by the Charter and law.

§ 96.01 ADOPTION OF INTERNATIONAL FIRE CODE.

There is hereby adopted by the City Commission, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain Code known as the 2024 Edition of the International Fire Code including an amended Appendix A, and Appendices B, C, D, E, F, H, I and K of the 2024 Edition of the International Fire Code published by the International Fire Code Institute and the International Conference of Building Officials, being particularly the 2024 Edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified or amended by this subchapter, of which code and standards copies have been and are now filed in the office of the City Secretary and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this subchapter shall take effect, the provisions thereof shall be controlling within the limits of the city.

(Ord. 15-43, passed 12-16-2015)

CHAPTER 96: FIRE PREVENTION AND PROTECTION; FIREWORKS

Section

Fire Prevention Code

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Statutory reference:

Liquefied Petroleum Gas Code, see Tex. Natural Resources Code § 113.001

Malodorants, see Tex. Utilities Code, § 121.252

FIRE PREVENTION CODE

§ 96.02 AMENDMENTS TO INTERNATIONAL FIRE CODE.

The code adopted by § [96.01](#) of this chapter is amended as provided in this section.

(A) Sec. 101.1 Administration.

Title. These regulations shall be known as the Fire Code of the City of Texas City, hereinafter referred to as “this code.”

(B) Sec. 102.7 is amended by the addition of the following:

Sec. 102.7 Referenced codes and standards. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. The referenced codes and standards referenced in this code are listed in Chapter 80, and such codes and standards shall be considered to be part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

(C) Secs. 103.1, 103.2, and 103.3 are amended to read as follows:

Sec. 103 Department of Fire Prevention.

Sec. 103.1 General. The Fire Code shall be enforced by the Division of Fire Prevention. The Division of Fire Prevention is hereby established as a division of the Fire Department of the City of Texas City and shall be operated under the supervision of the Fire Marshal, and Chief of the Fire Department.

Sec. 103.2 Appointment. The Fire Marshal in charge of the Division of Fire Prevention shall be appointed by the Fire Chief on the basis of proper qualification.

Sec. 103.3 Deputies. The Chief of the Fire Department may detail such members of the Fire Department as inspectors as shall from time to time be necessary and each member so assigned shall be

authorized to enforce the provisions of the International Fire Code. [Remainder of section 103 unchanged].

(D) Sec. 105.5 is amended to read as follows:

Sec. 105.5 Required Operational Permits. The Fire Code Official is authorized to issue operational permits for the operations set forth in section 105.5.2 through 105.5.54. Operational permits are required for: Installation of New Fire Alarm Systems, additions or upgrades to Fire Alarm Systems, Re-Test of Fire suppression/alarm Systems, Above ground fuel storage tank, underground storage tanks, removal of underground storage tanks, taking underground tanks out of service, Flammable/Combustible liquid dispensing operations; Dry cleaning plant, Flammable Finish booths (spray booths), Day Care Center, Open burning, New or upgraded Fixed Fire Suppression systems, New Fire sprinkler system installation, additions, alterations upgrades to Fire sprinkler systems, Fire Works Displays, Explosive storage, Storage/Dispensing of compressed gas, Storage/Dispensing of liquefied gas, Tents & Air supported structures. Operating without the required operational permit shall result in a stop work order, as well as a permit fee at twice the rate of the originally required permit. Permit fee schedule attached at the end of this chapter at Exhibit A, is available at Texas City Fire Administration Building, as well as the Fire Department web page <http://www.texas-city-tx.org/Fire.htm>. The Commission may change the rates to the attached Exhibit A upon recommendation of fire code officials, by ordinance, and said amended schedule shall be posted at the Texas City Fire Administration Building and on the Fire Department web page.

(E) Sec 113.1 is amended by the addition of the following:

Sec 113.1 Unlawful acts and violation penalties. Persons who shall violate a provision of this code shall fail to comply with any requirements thereof or who shall erect, install, alter, repair, do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, and upon conviction in the Municipal Court, shall be subject to a fine of not less than TWO HUNDRED AND NO/100 (\$200.00), and not to exceed TWO THOUSAND AND NO/100 (\$2000.00), and not exceeding 3 days (72 hours), or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(F) Sec. 113.4 is amended to read as follows:

Sec. 113.4 Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS for each offense, and each and every day any such violation shall continue and shall be deemed to constitute a separate offense.

(G) Sec. 114 is amended to read as follows:

Sec. 114 Stop Work Orders. Any person, firm, or corporation operating without the required applicable operational permit listed in Sec.105.6 amendment shall be guilty of a misdemeanor, and upon conviction in the Municipal Court, shall be subject to a fine of not less than TWO HUNDRED AND NO/100 (\$200.00), and not to exceed TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS for each offense. [Remainder of section 111 unchanged.]

(H) Sec. 114.4 is amended to read as follows:

Sec. 114.4 Any person who shall continue any work after having been served with a stop work order except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to for a fine not to exceed TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

(I) Sec. 202 is amended by the addition of the following:

Sec. 202 General Definitions.

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

FIREWATCH & STANDBY PERSONNEL. Qualified fire service personnel, approved by the Fire Marshal. When utilized, the number required shall be as directed by the Fire Chief or Fire Marshal. Charges for utilization shall be as normally calculated by the jurisdiction. The owner or lessee shall be responsible for remitting utilization charges in a timely manner as arranged by the Fire Marshal or his designee. The owner, lessee, or responsible party shall have a maximum of ten (10) business days to remit fire watch fees. Persons failing to remit fire watch fees within ten (10) business days of actual day worked shall be guilty of a misdemeanor, and upon conviction in the Municipal Court, shall be subject to a fine not less than Two Hundred and No/100 Dollars (\$200.00), and not to exceed Two Thousand and No/100 Dollars (\$2,000.00), for each offense.

(J) Sec. 307 is amended to read as follows:

Open Burning.

Sec. 307 Prohibited Open Burning. Open burning, shall be prohibited within the City of Texas City. Exception:

Permits may be issued for open burn, trench burn, not to exceed 15 feet in diameter and 8 feet in height and are located a minimum of 50 feet from any structure or property line. Additional requirements may be imposed and are at the discretion of the Fire Marshal.

(K) Sec. 403.11.1 is amended by the addition of the following:

Sec. 403.11.1 Fire watch & Standby personnel/Crowd managers. When, in the opinion of the Fire Marshal or his designee, it is essential for public safety in a residential occupancy, a place of assembly or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition, display, contest, activity or the required fire protection system is inoperable or red tagged, the owner, agent or lessee shall employ standby personnel, to remain on duty 1 hour prior to times such places are open to the public, or when such activity is being conducted.

Before each performance or the start of such activity, standby personnel shall keep diligent watch for fires during the time such place is open to the public or such activity is being conducted to take prompt measures as directed by the Fire Marshal. Such duties may include, but not be limited to, extinguishment of fires that occur and assist in the evacuation of the public from the structure.

There shall be trained standby personnel/crowd managers or crowd manager supervisors at a ratio determined by the Fire Chief, or Fire Marshal.

(L) Sec. 503.2.3 Surface is amended to read as follows:

Sec. 503.2.3 Surface. Fire lanes shall be constructed of an asphalt or concrete surface capable of supporting the imposed loads of fire apparatus and meeting the requirements of the City of Texas City parking lot standards. Those portions of the fire lane within sixty feet (60') of the structure to be protected shall be constructed with 6-inch thick, 3000 psi concrete or 5-inch thick, 3600 psi concrete reinforced with No. 3 bars spaced 24 inches on centers both ways and with sub-grade to a density not less than 95 percent as determined by TSDHPT Test Method Tex-113. Portions of the fire lane constructed of asphalt shall be ninety-five (95) percent compaction with a 6-inch asphalt stabilized base and 2-inch type D hot mix asphalt concrete. State Highway specification number 292. Whenever forty percent (40%) of existing, non-conforming fire lanes are replaced within a twelve-month period, the entire fire lane shall be replaced according to current standards.

All fire lanes shall be maintained and kept in a good state of repair at all times by the owner and the City of Texas City shall not be responsible for the maintenance thereof. It shall further be the responsibility of the owner to ensure that all fire lane markings required by Sec. 503.3 be kept so that they are easily distinguishable by the public.

(M) Sec. 503.2.4 is amended to read as follows:

Sec. 503.2.4 Turning Radius. The required turning radius and curve radius for access roads shall be a minimum of twenty-five feet (25').

(N) Section 503.6 is amended to read as follows:

Sec. 503.6 Security gates. Where security fencing is necessary, the owner shall provide gates or openings which may be secured. Gates, when provided must open fully in either direction or be of a sliding or raised arm type. The main entry gates serving Group R & I occupancies shall be equipped with an approved automated entry system. All other entry points along the fire lane must be automated or

Knox compatible as approved by the Fire Marshal, to permit immediate access by fire personnel and equipment in the event of fire or emergency.

(O) Sec. 901.6 is amended by the addition of the following:

System Approval and Testing.

Sec. 901.6 Installation acceptance testing. All required tests shall be conducted by and at the expense of the owner or his representative. The Fire Department shall not be held responsible for any damage incurred in such test. Where it is required that the Fire Department witness any such test, such test shall be scheduled with a minimum of 48-hour notice to the Fire Marshal or his representative. [Remainder of section 901.5 unchanged.]

(P) Sec. 902.1 is amended by the addition of the following:

Fire Area: For the purpose of this provision, fire walls shall not define separate buildings or fire areas.

PROTECTED PROPERTIES. Fire hydrants required to provide a supplemental water supply for automatic fire protection system shall be within 150 feet of the fire department connection for such system. [Remainder of section 902 unchanged.]

FIRE HYDRANT LOCATIONS. Fire hydrants shall be located 2 feet to 6 feet back of curb or fire lane and shall not be located in the bulb of a cul-de-sac. Hydrant discharges must be a minimum of (18") inches in height from final grade to lowest point of discharge. [Remainder of section 902 unchanged.]

(Q) Sec. 903.2.8 Group R is amended by the addition of the following:

Sec. 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings, accessory buildings, and buildings within the same development with a Group R fire area. This includes but is not limited to pool houses, exercise facilities, garages, office and leasing buildings, laundry rooms, any and all buildings within a Group R development property or apartment complex property.

(R) Sec. 912 is amended by the addition of the following:

Sec. 912.2 Fire department connections. All buildings with fire department hose connections (FDC) on the building shall have a sign with (6) inch reflective letters "FDC" directly above the unobstructed connection. The sign shall be mounted directly to the building unobstructed, have RED letters on a WHITE background or WHITE letters on a RED background and be made of a durable material.

All buildings with fire department hose connections (FDC) off the building shall have a sign with (6) inch reflective letters "FDC" directly above the unobstructed connection. The sign shall be mounted to a durable post, have RED letters on a WHITE background or WHITE letters on a RED background and be made of a durable material. [Remainder of section 903.3.7 unchanged.]

First line--FDC

Second line--Address, suite#, and or BLDG#

Third line--Additional space for Address or Building information.

Note: All FDC connections shall be a minimum of 36"(inches) above grade and no higher than 48"(inches) above grade.



Sprinkler riser rooms shall have a sign on the door visible from the exterior of the building. The sign shall be mounted directly to the door unobstructed, have RED reflective letters on a WHITE background or WHITE reflective letters on a RED background and be made of a durable material. Doors may be painted or stenciled, Sign shall be a minimum of 12" X 12" and have large visible lettering (minimum 2" letters). Group R occupancies may have smaller signs if approved by the Fire Marshal's Office.



Fire alarm and detection systems.

(S) Sec. 907.2.6 is amended by the addition of the following:

Sec. 907.2.6 Groups E, I, & R. A manual fire alarm system shall be installed in Group E, Group I, and Group R occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E (daycares, schools), Group I (nursing homes assisted living homes, hospitals), and Group R occupancies (senior apartment communities, hotels in which room doors do not discharge directly to the exterior of building). An approved off-site fire alarm monitoring service shall be provided for groups E, I, R and occupancies required to have an automatic sprinkler system. Fire Alarm monitoring service must report directly to Texas City Central dispatch center. Occupancy shall provide Texas City Fire Marshal's Office with all monitoring information such as name of service provider, account number and pass code. Where automatic fire sprinklers are not required, a full-coverage smoke detection system shall be provided in all Group E occupancies. Unless separated by a minimum of 100 feet open space, all buildings, whether portable buildings or the main building, will be considered one

building for alarm occupant load consideration and interconnection of alarm systems. [Remainder of section 907.2.3 unchanged.]

(T) Sec. 907.2.6.1 is amended by the addition of the following:

Sec. 907.2.6.1 Group I Occupancies. An approved smoke detection system shall be installed in Group I4 occupancies where automatic fire sprinklers are not required, a full-coverage smoke detection system shall be provided in all Group I occupancies. [Remainder of section 907.2.6.1 unchanged.]

(U) Sec. 1003 is amended by the addition of the following:

Sec. 1003 Means of egress illumination. Emergency lighting with battery back-up shall be provided if the travel distance to an exit is greater than 100 feet. Emergency lighting shall be at intervals not greater than 100 feet apart and shall illuminate the path of egress. [Remainder of section 1003 unchanged.]

(V) Sec. 1027 is amended by the addition of the following:

Sec. 1027.1 Exterior Stairway construction. Stairways shall be built of materials consistent with the types permitted for the type of construction of the building.

Exterior stairway construction: Exterior stairways serving as an element of the means of egress, or a fire escape shall be built with non-combustible materials. Where the provisions of this chapter conflict with the building code that applied at the time of construction, the most restrictive provision shall apply.

(W) Sec. 1101.3 is amended by the addition of the following:

Commercial Buildouts/Renovations Plan Review. Commercial renovation plans shall be reviewed and approved by the Texas City Fire Department prior to construction. Failed inspections may incur a re-inspection fee. Re-Inspection Fee amounts are listed on the Fire Department Fee Schedule. [Remainder of section 1101.3 unchanged.]

(X) Sec. 1207.1.6.3 is amended with the addition of the following

Fire lane required in accordance with Sec. 503.2.3 shall encompass all structures with turning radius in accordance with Sec. 503.2.4 A minimum of 2 access roads shall be provided.

(Y) Sec. 1207.5.8 is amended to read as follows:

ESS located outdoors and in open parking garages shall be separated from any means of egress as required by the fire code official to ensure safe egress under fire conditions, **but in no case less than 15 feet.**

(Z) Sec 1207.8.3 is amended to read as follows:

ESS located outdoors shall be separated by a **minimum of 15 feet** from the following exposures: (remainder of 1207.8.3 remains unchanged)

(AA) Sec 1207.9.3 is amended to read as follows:

ESS located on rooftops and in open parking garages shall be separated by a **minimum of 15 feet** from the following exposures: (remainder of Sec. 1207.9.3 remains unchanged)

(BB) Sec. 1207.10.7.3 is amended to read as follows:

Deployed mobile ESS shall be separated by a **minimum of 15 feet** from the following exposures:
(Remainder of Sec. 1207.7.3 remains unchanged)

(CC) Sec. 2404.5.3 is amended to read as follows:

Sec. 2404.5.3 Fire Protection. New and existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system . . . {remainder of section unchanged} complying with Chapter 9 which shall also protect all exhaust plenums, exhaust ducts and both sides of dry filters when such filters are used. [Remainder of section 2404.5.3 unchanged.]

(DD) Sec. 5701.1 is amended by the addition of the following:

Sec. 5701.1 Location Where Above-Ground Tanks are Prohibited. The storage of flammable or combustible liquids in outside above ground tanks is prohibited within each and every zoning district within the City of Texas City with the exception of those districts which are zoned for light industrial zoning use. Installation of above ground tanks in all zoning districts shall be permitted at the discretion of the Fire Marshal following his review of the proposed installation location, and the fire protection for the storage area. Tanks shall not be located within one hundred feet (100') of the property line of any Group E, I or R occupancies. [Remainder of section 5701.1 unchanged.]

(EE) An added False Fire alarm section to read as follows:

Determination of false alarm.

Fire Marshal's Office, or by the Fire department officer on the scene of the premises reporting an alarm signal will determine if the alarm is false. If any of the following conditions listed below are present, the alarm will be considered a false alarm:

(1) There is no evidence of a fire or other activity that would warrant a call for immediate fire department assistance at the premises.

(2) No individual who was on or near the premises called the fire department dispatch or verified a need for an immediate emergency response.

(3) Unlawful tampering with a fire alarm system.

Fees and cost recovery:

A municipal citation may be issued to the owner, occupant or person in charge where the alarm system is located.

False alarm fee schedule:

1st through 4th - No fee

5th - \$150.00 fee

6th and above - \$250.00 fee, each

Exempt Alarms: The first four (4) false alarms from any one system during a 12-month consecutive period are exempt.

Example: False alarm occurs on November 3, 2015, all false alarms that occurred between November 3, 2015, and November 3, 2014 will be counted.

(AA) Amended Appendix A is amended to read as follows:

APPEALS

A101.1 Scope. The Texas City Building and Standards Commission referenced in Chapter 150 of the City of Texas City, Texas Code of Ordinances shall hear all appeals within the jurisdiction, to decide if modifications comply with the intent of the protection required by the International Fire Code pursuant to the provisions of Section 108 of the International Fire Code. The Building and Standards Commission shall operate in accordance with this section and shall be authorized to hear evidence from appellants and the fire code official pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

(FF) Sec. A101.2 is deleted.

(GG) Sec. A101.2.1 is deleted.

(HH) Sec. A101.2.2 is deleted.

(II) Sec. A101.3 is deleted.

(JJ) Sec. A101.3.1 is deleted.

(KK) Sec. A101.3.2 is deleted.

(LL) Sec. A101.3.3 is deleted.

(MM) Sec. A101.3.4 is deleted.

(NN) Sec. A101.3.5 is deleted.

(OO) Sec. A101.3.6 is deleted.

(PP) Sec. A101.3.7 is deleted.

(QQ) Sec. A101.3.8 is deleted.

(RR) Sec. A101.4 is deleted.

(SS) Sec. A101.5 is amended to read as follows:

Sec. A101.5 Meetings. The board shall meet in any event within 30 days after notice of appeal has been received.

(TT) Sec. A101.5.1 is deleted.

(UU) Sec. A101.5.2 is deleted.

(VV) Sec. A101.5.3 is deleted.

(WW) Sec. A101.6 is deleted.

(XX) Sec. A101.7 Decisions. [Unchanged.]

(YY) Sec. A101.7.1 Resolution. [Unchanged.]

(ZZ) Sec. A101.7.2 is deleted.

Sec. A101.8 is amended to read as follows:

Sec. A101.8 Court review Procedures. Authorizing suits for injunctive relief.

Notwithstanding any penal provision of this Ordinance, the City Attorney is authorized to file on behalf of the City of Texas City, the Fire Chief or his authorized representative, or both for injunctive relief as may be necessary to enforce the provisions of this Ordinance. [Remainder of section A101.8 unchanged.]

(Ord. 15-43, passed 12-16-2015; Ord. 21-26, passed 10-6-2021; Ord. 2023-21, passed 6-7-2023)

§ 96.03 HAZARDOUS MATERIALS RESPONSE COST RECOVERY.

(A) This section authorizes the imposition of fees to recover costs actually incurred by the city in responding to hazardous materials incidents to protect the city from extraordinary expenses resulting from the use of city resources in response to such incidents.

(B) *Definitions.* Unless the context specifically indicates otherwise, the meaning of the terms used in this section shall be as follows:

ASSESSABLE COSTS. Those costs for services incurred by the city in connection with a response to a hazardous materials incident, including, but not limited to, the actual labor and material costs of the city (including, without limitation, employee wages, fringe benefits, administrative overhead, costs of

equipment, costs of equipment operation, costs of materials, costs of transportation, costs of material disposal and costs of contracted labor) whether or not the services are provided by the city or by a third party on behalf of the city; service charges and interest; attorneys' fees, litigation costs and any costs, charges, fines or penalties to the city imposed by any court or state or federal governmental entities.

CITY. The City of Texas City, County of Galveston, State of Texas.

COSTS. All reasonable and necessary expenses that are incurred by the city as a direct result of the hazardous materials response. In general, allowable costs are response costs that are eligible, reasonable, necessary and allocable to the response.

EMERGENCY ASSISTANCE. Emergency medical, public safety, police, fire or other city department services.

EXCESSIVE REQUESTS FOR EMERGENCY ASSISTANCE. Any request for emergency assistance made to a particular location or premises if such location or premises has requested emergency assistance more than five times in the preceding 30 days.

HAZARDOUS MATERIALS. Those elements, substances, wastes or by-products, including, but not limited to, combustible liquid, flammable gas, explosives, flammables, poisons, organic peroxides, oxidizers, pyrophorics, unstable reactive matter, water reactive matter, petroleum products, anti-freeze, polychlorinated biphenyls and asbestos, which are or are potentially harmful to the environment or human or animal life, or which pose an unreasonable or imminent risk to life, health or safety of persons or property, or to the environment as determined by the fire chief or the senior fire official of the city in charge at the scene.

HAZARDOUS MATERIAL INCIDENT OR EMERGENCY. Any occurrence, incident, activity, accident, or emergency where a release of hazardous materials occurs or is reasonably imminent and where the fire chief or his or her designee has so declared such activity, accident or emergency a hazardous material incident or emergency.

HAZARDOUS MATERIALS INCIDENTS; EXCEPTIONS. The authority to recover costs under this section shall not include costs incurred for actual fire suppression service which is normally or usually provided within the municipality by its fire department or its authorized agents.

JURISDICTION. The City of Texas City and contracted, obligated or mutual response municipalities.

POLLUTANT OR CONTAMINANT. As defined by section 104(a)(2) of CERCLA, includes, but is not limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction or physical deformations), in such organisms or their offspring. This term also includes petroleum, crude oil and any fraction

thereof that is not otherwise specifically listed or designated as a hazardous substance under sections 101 (14)(A) through (F) of CERCLA.

POTENTIALLY RESPONSIBLE PARTY (PRP). Any person who may be liable under section 107 of CERCLA for a release or threatened release of hazardous substances or pollutants or contaminants.

RELEASE. Any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, leaching, dumping, or disposing into the environment, including, but not limited to, the air, soil, groundwater and surface water.

RESPONSIBLE PARTY. Any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity or any other legal entity responsible for a public safety or fire emergency incident or any owner, tenant, occupant, or party in control of real and personal property from which, onto which or related to which there is a public safety or fire emergency incident and their heirs, estates, successors and assigns.

(C) It shall be the duty of any person and any other entity which causes or controls leakage, spillage, or any other dissemination of dangerous or hazardous substances or materials to immediately remove such substances and materials and clean up the area of such spillage in such a manner that the area involved is fully restored to its condition before such occurrence. The fire marshal or assistant fire marshal, or members of the fire department will inspect the site to ensure that the cleanup is in compliance with local, state, and federal guidelines.

(D) The city may recover all assessable costs in connection with a hazardous materials incident from any or all responsible parties, jointly or severally.

(E) The fire chief or his or her designee shall determine the total assessable costs and shall in consultation with other city personnel involved in responding to the hazardous materials incident determine whether to assess any, all or part of such costs against any of the responsible parties. In making such determination, the following shall be considered:

- (1) The total assessable costs;
- (2) The fees set forth in the cost recovery fee schedule established and maintained pursuant to division (F) below;
- (3) The risk the incident imposed on the city, its residents, and their property;
- (4) Whether there was any injury or damage to person or property;
- (5) Whether the incident required evacuation;
- (6) The extent the incident required use of city personnel and equipment; and
- (7) Whether there was any damage to the environment.

(a) After consideration of the factors in division (E) immediately above, the fire chief or his or her designee may allocate assessable costs among and between responsible parties, including allocating all or some of such costs jointly and severally against more than one responsible party, regardless of whether a responsible party has other legal liability therefore or is legally at fault.

(b) If the fire chief or his or her designee determines not to assess all or a part of assessable costs against a responsible party, such determination shall not in any way limit or extinguish the liability of the responsible party to other parties.

(F) The fire chief or his or her designee is authorized and directed to establish and maintain a cost recovery fee schedule reflecting the reasonable costs of responding to a hazardous material incident, and the fees stated therein shall not exceed the city's actual cost in responding to a public safety or fire emergency incident. A copy of the cost recovery fee schedule shall at all times be maintained on file with the fire department and shall have the same legal effect as if adopted by ordinance of the City Commission.

(G) After determining to assess assessable costs against a responsible party, the finance director shall mail an itemized invoice to the responsible party at its last known address or to the responsible party's insurer at the insurer's address if provided. Such invoice shall be due and payable within 30 days of the date of mailing and any amounts unpaid after such date shall bear a late payment fee equal to 1% per month or fraction thereof that the amount due and any previously imposed late payment fee remains unpaid. If a responsible party shall appeal assessable costs pursuant to division (H), such costs, if upheld, in whole or in part, shall be due and payable 30 days from the date of determination of the appeal and any late payment fees shall apply thereafter.

(H) (1) Any responsible party who receives an invoice for assessable costs shall have an opportunity to meet with the fire chief or his or her designee to request a modification of assessable costs. The responsible party shall request in writing such meeting within ten calendar days of the date of the invoice assessing the assessable costs. If after meeting with the fire chief or his or her designee the responsible party is still not satisfied, he or she may request an opportunity to appear before the City Commission to further request a modification of assessable costs. A responsible party who desires to appear before the City Commission must first meet with the fire chief or his or her designee as provided above and shall file a written request to appear before the City Commission with the city secretary within ten calendar days of the date of the meeting with the fire chief.

(2) Upon receipt of such request, the city secretary will place the responsible party on the agenda of the next regularly scheduled City Commission meeting, which meeting is at least 14 calendar days after the date on which the responsible party files the request to appear. Any filed request to appear shall specifically identify and explain all reasons why the responsible party believes the assessed costs should be modified. Any reason, basis or argument for modification of assessable costs not set forth in the request to appear shall be deemed waived by the responsible party.

(3) Failure to timely file a written request to appear shall constitute a waiver of the responsible party's right to appear before the City Commission and shall further constitute the responsible party's

agreement to pay the assessable costs invoiced. After a responsible party has been given an opportunity to appear before it, the City Commission shall promptly determine whether to confirm, modify or void the payment of assessable costs invoiced.

(I) In addition to the remedy set forth in division (G) above, the city shall be entitled to pursue any other remedy or may institute any appropriate action or proceeding in a court of competent jurisdiction as permitted by law to collect assessable costs from a responsible party.

(J) All costs and expenses incurred under this section shall be collectable by the city in the same manner as in the case of an obligation under a contract, express or implies. Any failure by the person or responsible party to pay the invoice within 30 days of service shall be considered in default. In case of default, the city may commence civil suit to recover the costs and expenses of the response and court costs and attorney fees incurred in the collection of such debt.

(K) This section shall be construed to impose a responsibility and liability of a civil nature on the part of the operator of the motor vehicle and shall not be construed to conflict, contravene, enlarge or reduce any criminal liability or responsibility including fines and costs which may be imposed by a judge on an operator of a motor vehicle convicted of any criminal action arising from the incident precipitating the emergency response.

(L) The recovery of assessable costs pursuant this section does not limit the liability of a responsible party under applicable local, state or federal law.

(Ord. 2022-04, passed 3-16-2022) Penalty, see § [96.99](#)

LIQUEFIED PETROLEUM GAS

§ 96.15 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

EQUIPMENT. All that equipment designed to use as fuel any form of manufactured or liquefied petroleum gases.

STANDARD GRADE. The grade of article which is accepted by dealers in such equipment and recognized as complying with all fire law regulations.

(1998 Code, § 54-101)

§ 96.16 STANDARDS FOR PIPING AND APPLIANCES.

All persons who may install or equip any residence, business house, apartment house or other building located and situated within the city with any installation of equipment shall use in any installation, whether for domestic or industrial use, only a standard grade of pipe or piping. All appliances used in connection with any installation shall be a standard grade and type of equipment. Any system which

uses any form of manufactured or liquefied petroleum gases must bear the label of approval or listing of Underwriters' Laboratories, Inc.

(1998 Code, § 54-102) Penalty, see § [96.99](#)

§ 96.17 STANDARDS FOR INSTALLATION AND REPAIR OF EQUIPMENT; INSPECTIONS.

(A) *Minimum standards.* Any equipment shall be installed or repaired in a workmanlike manner which shall comply with all laws and the regulations of the city, the regulations of the Code adopted by § [96.01](#) of this chapter and the regulations recommended by the National Fire Protection Association.

(B) *Approval by Inspector.* When any equipment is installed, it shall not be placed in operation or used unless and until the installation has been approved by the City Inspector.

(C) *Inspection fee.* Any person installing any equipment shall, upon requesting an inspection for approval, pay an inspection fee as set by the City Commission for each piece of equipment, to cover the cost of inspection.

(1998 Code, § 54-103) Penalty, see § [96.99](#)

§ 96.18 STORAGE INSIDE OR UNDERNEATH BUILDINGS.

The storage of any liquefied petroleum gases in any container, either above ground or underground, is prohibited inside of or underneath any building in the city.

(1998 Code, § 54-104) Penalty, see § [96.99](#)

§ 96.19 TREATMENT OF GAS FOR ODOR.

All liquefied petroleum gas sold within the city shall be treated with a malodorant in quantities as required by state law to create an odor easily detected in case of leaks in piping or equipment.

(1998 Code, § 54-105) Penalty, see § [96.99](#)

FIREWORKS

§ 96.30 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DISTRIBUTOR. Those who sell fireworks to retailers or to jobbers, for resale to others.

FIREWORKS. Any composition or device designed to produce a visible or audible effect by combustion, explosion, deflagration or detonation, such as firecrackers, cannon crackers, skyrockets, torpedoes, Roman candles, sparklers, squibs, fire balloons, star shells, gerbs or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic

display, and such term shall include all articles or substances within the commonly accepted meaning of **FIREWORKS**, whether specifically designated and defined in this section or not.

ILLEGAL FIREWORKS. A fireworks device manufactured, distributed or sold in violation of this subchapter.

IMPORTER. Those who import fireworks from a foreign country for sale to distributors, jobbers or retailers within the state.

JOBBER. Those who purchase fireworks for resale to consumers only.

MANUFACTURER. Persons that are engaged in the making of fireworks.

PERSON. Any natural person, association of persons, partnership, corporation, agent or officer of a corporation, and shall also include all warehousemen, common and private carriers, bailees, trustees, receivers, executors and administrators.

PUBLIC DISPLAY. The igniting and shooting of fireworks for public amusement.

RETAILER. Those who purchase fireworks for resale to consumers only.

(1998 Code, § 54-125) (Ord. 98-56, passed 12-2-1998)

§ 96.31 GENERAL PROHIBITION.

Except as otherwise specifically provided in this subchapter, it shall be unlawful for any person to sell, offer to sell, or have in his or her possession with intent to sell, keep, use, discharge, cause to be discharged, ignite, detonate, fire or otherwise set in action any fireworks of any description.

(1998 Code, § 54-126) (Ord. 98-56, passed 12-2-1998) Penalty, see § [96.99](#)

§ 96.32 EXCEPTIONS.

The general prohibitions as set forth in § [96.31](#) of this chapter shall not apply to the following.

(A) Section [96.31](#) of this chapter shall not apply to toy pistols, toy canes, toy guns or similar devices in which paper caps containing 0.0025 grains or less of explosive compounds are used; provided, they are so constructed that the hand cannot come in contact with the cap when in place for exploding, and toy paper pistol caps which contain less than 0.0025 grains of explosive compounds, the sale and use of which shall be permitted at all times.

(B) It shall not be unlawful, upon a permit issued by the Fire Marshal or designee, for any person engaged in any organized play, legitimate theatrical performance, circus or other show designed for the amusement and edification of the general public to use, discharge or cause to be discharged and ignited fireworks as a part of an act, performance, play or circus, so long as such person does not also engage in the retailing, wholesaling, selling or distribution of any of such fireworks. The Fire Marshal or designee shall cause to be made an investigation of each application made under this subchapter to determine

whether the use of such fireworks as proposed shall be of such a character that it may be hazardous to property or dangerous to any person; and he or she shall, in the exercise of reasonable discretion, grant or deny the application for such permit.

(C) Section [96.31](#) of this chapter shall not apply to signal flares and torpedoes of the type and kind commonly used by any railroads, which signal flares and torpedoes are received by and stored or transported by any railroad for use in railroad operation; nor shall § [96.31](#) of this chapter apply to any marine signal flare or rocket which is transported or received or stored for use only as ship's stores; nor shall § [96.31](#) of this chapter apply to signal flares or rockets for military or police use; nor shall § [96.31](#) of this chapter apply to signal flares for use by motorists in distress.

(1998 Code, § 54-127) (Ord. 98-56, passed 12-2-1998)

§ 96.33 PUBLIC DISPLAYS EXEMPTED.

The provisions of § [96.31](#) of this chapter shall not apply to a public display of fireworks made under the terms and conditions of this section, and such display shall be permitted upon compliance with the provisions of city's adopted Fire Prevention Code and of this section, as follows.

(A) Any adult person or any firm, copartnership, corporation or association planning to make a public display of fireworks shall first make written application for a permit to the Fire Marshal or designee at least 48 hours in advance of the date of the proposed display.

(B) It shall be the duty of the Fire Marshal or designee to make an investigation as to whether the display as proposed by the applicant for a permit under this subchapter shall be of such a character that it may be hazardous to property or dangerous to any person; and he or she shall, in the exercise of reasonable discretion, grant or deny the application, subject to the conditions prescribed in this section. If the application is approved, a permit shall be issued for the public display by the Fire Marshal or designee. Such permit shall be for a period of time designated on the permit, but shall not exceed 14 days, and the permit shall not be transferable. If the application is denied by the Fire Marshal or designee, he or she shall notify the applicant of the denial in writing.

(C) The applicant for a display permit under this section shall, at the time of making application, furnish proof that he or she carries compensation insurance for his or her employees as provided by the laws of the state; and he or she shall file with the Fire Marshal or designee a certificate of insurance evidencing the carrying of public liability insurance in an amount not less than \$300,000, issued by an insurance carrier authorized to transact business in the state, for the benefit of the person named therein as insured, as evidence of ability to respond in damages in at least the amount of \$300,000, such policy to be approved by the Fire Marshal or designee. In lieu of insurance, the applicant may file with the Fire Marshal or designee a bond in the amount of \$300,000, issued by an authorized surety company approved by the Fire Marshal or designee, conditioned upon the applicant's payment of all damages to persons or property which shall or may result from or be caused by such public display of fireworks or any negligence on the part of the applicant or his or her agents, servants, employees or subcontractors in the presentation of the public display.

(D) The range of aerial displays shall not be more than 200 feet, and the fireworks shall be discharged vertically from tubes approved by the Fire Marshal or designee.

(E) The limit of a display authorized by this section shall be not more than 45 minutes per performance, and there shall not be more than two performances in each 24 hours.

(F) No public display of fireworks shall be of such a character and so located, discharged or fired as to be hazardous or dangerous to persons or property, and this determination shall be within the sound discretion of the Fire Marshal or designee.

(G) The persons handling the display of fireworks under this section shall be competent, adult persons and experienced pyrotechnic operators approved by the Fire Marshal or designee. No person not approved by the Fire Marshal or designee shall handle fireworks at the public display. The names of the experienced pyrotechnic operators shall be designated on the permit issued.

(H) (1) For each public display of fireworks under this section, the Fire Marshal or designee may require that not less than two firefighters of the city be in attendance during the display.

(2) The expense of such firefighters at the display shall be borne by the applicant for the permit and shall be paid in advance at the time of the application for the permit.

(I) The material to be used for a public display authorized by this section shall not be stored within the city limits, but shall be brought in on the day of the public display and then shall be taken immediately to the place of display for further handling and storage.

(1998 Code, § 54-128) (Ord. 98-56, passed 12-2-1998)

§ 96.34 ILLEGAL FIREWORKS DECLARED NUISANCE; SEIZURE AND DESTRUCTION.

(A) The presence of any fireworks within the city and within the area immediately adjacent and contiguous to the city limits extending for a distance outside of such city limits for a total of 5,000 feet, in violation of this subchapter, is hereby declared to be a common and public nuisance. The Fire Marshal or designee is directed and required to seize any fireworks found in violation of this subchapter, and any authorized Deputy of the Fire Marshal or designee, or any police officer of the city, or any other duly-constituted state peace officer is empowered to stop the transportation of and detain any fireworks being transported illegally or to close any building where any fireworks are found stored illegally until the Fire Marshal or designee can be notified, in order that such fireworks may be seized in accordance with the terms of this subchapter.

(B) Notwithstanding any penal provision of this subchapter, the City Attorney is authorized to file suit on behalf of the city, the Fire Marshal or designee, or both, for such injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping or use of fireworks within the city or within the 5,000-foot area described in division (A) above. It shall not be necessary to obtain injunctive relief as a prerequisite to seizure of fireworks.

(C) If any fireworks or combustibles are deemed by the Fire Marshal or designee to be in such a state or condition as to constitute a hazard to life or property, the Fire Marshal or designee may dispose of such fireworks or combustibles without further process of law. The Fire Marshal or designee is authorized to dispose of any abandoned fireworks or combustibles that he or she deems to be hazardous to life or property.

(D) If the person so charged is found guilty of violating the provisions of this chapter or any rule or regulation adopted pursuant thereto with regard to possession, handling or storage of fireworks or combustibles, the Fire Marshal or designee is authorized to dispose of the confiscated material in such a way as he or she shall deem equitable.

(1998 Code, § 54-129) (Ord. 98-56, passed 12-2-1998)

§ 96.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § [10.99](#).

(B) Any person, firm, corporation or entity violating or refusing to comply with any provision of § [96.03](#), as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined in an amount not exceeding \$2,000 for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. The penal provisions imposed under § [96.03](#) shall not preclude the city from filing suit to enjoin the violation. The city retains all legal rights and remedies available to it under local, state and federal law.

(C) Any person who shall manufacture, assemble, store or process fireworks in violation of §§ [96.30](#) through [96.34](#) of this chapter shall, upon conviction, be punished by a fine as set forth in § [10.99](#) of this code of ordinances. If fireworks are separately wrapped or packaged, the commission or omission of any act prohibited by §§ [96.30](#) through [96.34](#) of this chapter shall be a separate offense as to each such separately wrapped or separately packaged fireworks.

(1998 Code, § 54-130) (Ord. 98-56, passed 12-2-1998; Ord. 2022-04, passed 3-16-2022)

APPENDIX A: EXHIBIT A - PERMIT FEE SCHEDULE

Texas City Fire Department

1725 25th Street North

PERMIT FEE SCHEDULE

FIRE ALARM SYSTEMS: Installation, Upgrades, Alterations, Re-Test	\$100
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STORAGE TANKS: (Flammable/Combustible/Corrosives) Above ground, Underground, Tank removal, tanks out of service, abandon in place Propane & Lp gas storage and sales	\$50 ea
DRY CLEANING PLANT - ANNUAL	\$25
FLAMMABLE FINISHES - SPRAY BOOTHS: (Annual)	\$50
DAY CARE CENTER & GROUP HOME ANNUAL: Nursing homes	\$25
BURN PERMIT RESIDENTIAL: (30 days)	\$10
BURN PERMIT COMMERCIAL: (60 days) .5 acres or more of cleared burn debris/trench burns/commercial property	\$75
FIRE SUPPRESSION SYSTEM: Installation, Alterations, Re-Test	\$100 ea
FIRE SPRINKLER SYSTEMS Add \$3 per head for Sprinkler Systems: Installation, Alteration	\$50
TENTS & AIR SUPPORTED STRUCTURES	\$15
MOTOR FUEL DISPENSING FACILITY	\$75
STORAGE OR DISPENSING OF COMPRESSED GAS AND LIQUIFIED GAS	\$50 ea
FIREWORKS DISPLAY & STORAGE, EXPLOSIVE STORAGE	\$75

Checks payable to City of Texas City

Note: Operational permits are required annually. One time operational permits will expire no later than 60 days from issuance.

Note: Obtaining Annual Operational permits is the sole responsibility of the Business or Occupant. Operating without required permit will result in a stop work order, and a permit fee at twice the rate of original fee.

(Ord. - passed 12-16-2015)

First Reading

PASSED AND ADOPTED this 1st day of May 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

Second Reading

PASSED AND ADOPTED this 15th day of May 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

Third Reading

PASSED AND ADOPTED this ___ day of _____, 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari Leigh
City Secretary

Kyle L. Dickson
City Attorney