

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JULY 3, 2024 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

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

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) PROCLAMATIONS AND PRESENTATIONS
 - (a) Recognize the City Secretary's Office for receiving the Municipal Clerk's Office Achievement of Excellence Award.
- (5) REPORTS
 - (a) Texas City Museum (Recreation and Tourism)
 - (b) Marketing Update (Communications)
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA
 - (a) Approve City Commission Minutes for the June 18, 2024 meeting. (City Secretary)
 - (b) Consider and take action on Resolution No. 2024-079, appointing Arthur Johnson, III, to the Bayou Golf Course Advisory Board to fulfill a vacancy. (City Secretary)

- (c) Consider and take action on Resolution No. 2024-080, confirming receipt of the 2023 Texas City TIRZ 1 Annual Report. (City Secretary)
- (d) Consider and take action on Resolution No. 2024-081, denial of CenterPoint Electric's proposed rates. (Management Services)
- (e) Consider and take action on Resolution No. 2024-082, contracting with Momentum Permit Expeditors for third-party Commercial Plan Review services in support of the Building & Inspections Department. (City Engineer)
- (f) Consider and take action on Resolution No. 2024-083, awarding and authorizing the Mayor to enter into a contract for Bid No. 2024-256-- 34th Street Sidewalk Installation Project. (Public Work)
- (g) Consider and take action on Resolution No. 2024-084, amending the Purchasing Policy and Procedure Manual to include 2 CFR part 200.338-327 Subpart D Post Federal Award Requirements. (Finance)
- (h) Consider and take action on Resolution No. 2024-085, accepting updates made to the Bayou Golf Course Advisory Boards Bylaws. (City Secretary)

(8) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 2024-17, authorizing a variance from the 60ft standard width to 50ft width for the public street right of way between Woodrow Dr and the southern boundary of the Memorial Village Subdivision through Lot 25 in the Mary A. Patrick Subdivision, commonly known as 6324 Woodrow Street, with all other street standards are to remain unchanged. (City Engineer)
- (b) Consider and take action on Ordinance No. 2024-18, authorizing a variance for the installation of an emergency access-only crash gate across a street to be constructed to connect Woodrow Dr to the southern boundary of the Memorial Village Subdivision. (City Engineer)
- (c) Consider and take action on Resolution No. 2024-086, approving the Master Plan and Development Agreement consistent with the hereinbefore approval/denial of variances for the Memorial Village Subdivision. (City Engineer)

(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 JUNE 28, 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: 07/03/2024

Recognize the City Secretary's Office - Award

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Recognize the City Secretary's Office for receiving the Municipal Clerk's Office Achievement of Excellence Award.

BACKGROUND (Brief Summary)

Congratulations to the City of Texas City on behalf of the Texas Municipal Clerks Association, Inc., and the Achievement of Excellence Award Committee.

The City of Texas City's municipal clerk's office has met the requirements to receive the Achievement of Excellence Award!

The Achievement of Excellence Award program recognizes the statutory requirements and demands for the effective and efficient management of resources for proper governance by the municipal clerk's office. The award recognizes municipal clerk offices throughout the state for compliance with federal, state, and local statutes that govern standards necessary to fulfill the duties and responsibilities of the office. A municipal clerk's office must have met nine (9) of the twelve (12) standards to be eligible for the Excellence Award.

The City of Texas City's municipal clerks office has clearly succeeded in demonstrating the standards that qualified the City to receive this award and, on behalf of the Texas Municipal Clerks Association, we are proud of you and your office's accomplishments. This award highlights the contributions that you and your city make to local government.

RECOMMENDATION

Acknowledge Rhomari Leigh and Renee Edgar for their work for the City of Texas City receiving this prestigious award.

Fiscal Impact

Attachments

attachment



April 29, 2024

Rhomari Leigh
1801 9th Avenue N
Texas City, TX 77590

Dear Rhomari Leigh,

Congratulations on behalf of the Texas Municipal Clerks Association, Inc., and the Achievement of Excellence Award Committee. The City of Texas City has met the requirements to receive the Achievement of Excellence Award!

The Achievement of Excellence Award program recognizes the statutory requirements and demands for the effective and efficient management of resources for proper governance by the municipal clerk's office. The award recognizes municipal clerk offices throughout the state for compliance with federal, state, and local statutes that govern standards necessary to fulfill the duties and responsibilities of the office. A municipal clerk office must have met nine of 12 standards to be eligible for the Excellence Award.

Your office clearly succeeded in demonstrating the standards that qualified you to receive this award and we are proud of you and your office's accomplishments. This award highlights contributions that you and your city represent in local government.

The recipients of this distinguished award will be recognized in the June issue of the TMCA, Inc., newsletter and officially acknowledged in October at the awards banquet held during our annual Advanced Institute. In addition, the Municipal Clerk's Office will receive a framed award certificate, so watch for it in the mail in the next few weeks! If you would like your award presented in person or at a City Council meeting, please contact a TMCA staff member at 940-565-3488.

Congratulations again and keep up the GREAT work!

Sincerely,

A handwritten signature in blue ink that reads "Robyn Densmore".

Robyn Densmore, TRMC
Chair, Achievement of Excellence Award Committee
Texas Municipal Clerks Association, Inc.

C: Achievement of Excellence Award Committee
Lee Woodward, CMC, CRM, GARA, MMC, TRMC – TMCA, Inc., President
Stephanie Storm, TRMC – Committee Board Liaison

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 07/03/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Texas City Museum (Recreation and Tourism)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report



Texas City
EST. 1911

Report on the Texas City Museum

Presented by
Amanda Vance
Museum Curator
Department of Recreation and Tourism

City Commission Meeting
July 3, 2024
5:00 P.M.

Texas City Museum



Texas City
EST. 1911



What We Do:

- Collections
- Exhibits
- Events
- Research
- Tours



2021.008.02

Membership and Admission



Texas City
EST. 1911

Annual Membership Levels	Fee
1 Adult	\$ 35.00
1 Senior (60+)	\$ 25.00
2 Adults	\$ 45.00
2 Seniors (60+)/2 Military	\$ 35.00
Family (4 people)	\$ 75.00
Family Plus (6 people)	\$ 125.00
Corporate (employee with ID)	\$ 1,500.00

Adult: \$7
Senior (60+)/College Student or
Military with ID: \$5
Student (7-17): \$4
Children 6 and under are free.



Museum Tour (Basic): \$5 per person

This tour includes:

Texas City Museum

Galveston County Model Railroad Club's model train layouts

Add-ons:

A tour of the City's Historic Homes can be added to your Museum Tour for **\$1 per person per home.**

Historic Homes: Heritage Square Park



Texas City
EST. 1911



Davison Home
Engineers Cottage
Moore Home



Historic Homes: The Bell House



Texas City
EST. 1911



Additional feature on the property



Professional Memberships:



Texas City
EST. 1911

Local/ Regional:

- Galveston County Historical Commission
- South-Eastern Texas Museum Association (SETMA)
- Texas City Heritage Association (Liaison)
- Galveston Area Museum Network

State:

- Texas Association of Museum
- Texas Collections Emergency Resource Alliance (TX-CERA) and Texas Heritage Responders

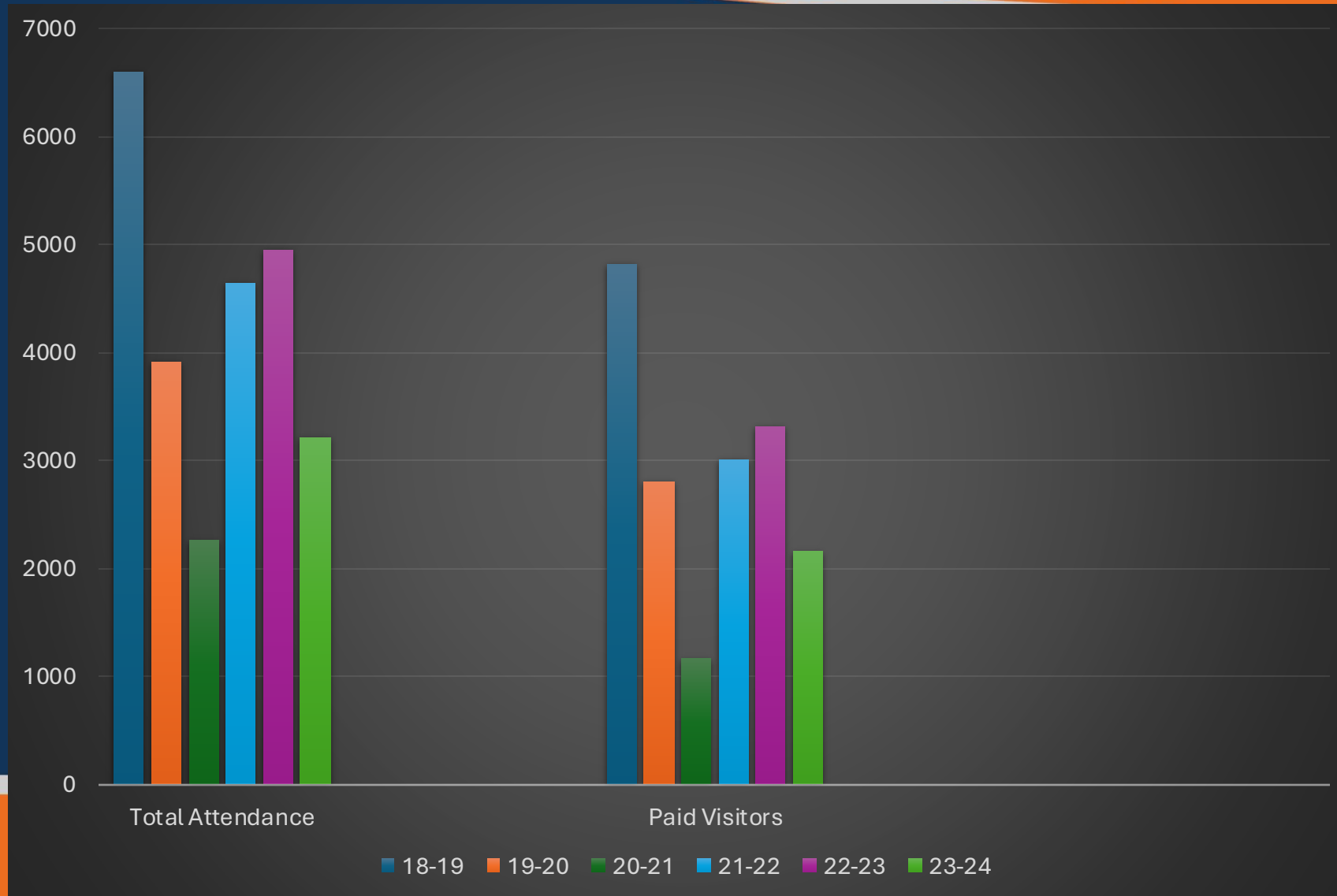
National:

- American Alliance of Museum
- American Institute for Conservation
- Mountain Plains Museum Association
- American Association of State and Local History

Museum Attendance*



Texas City
EST. 1911

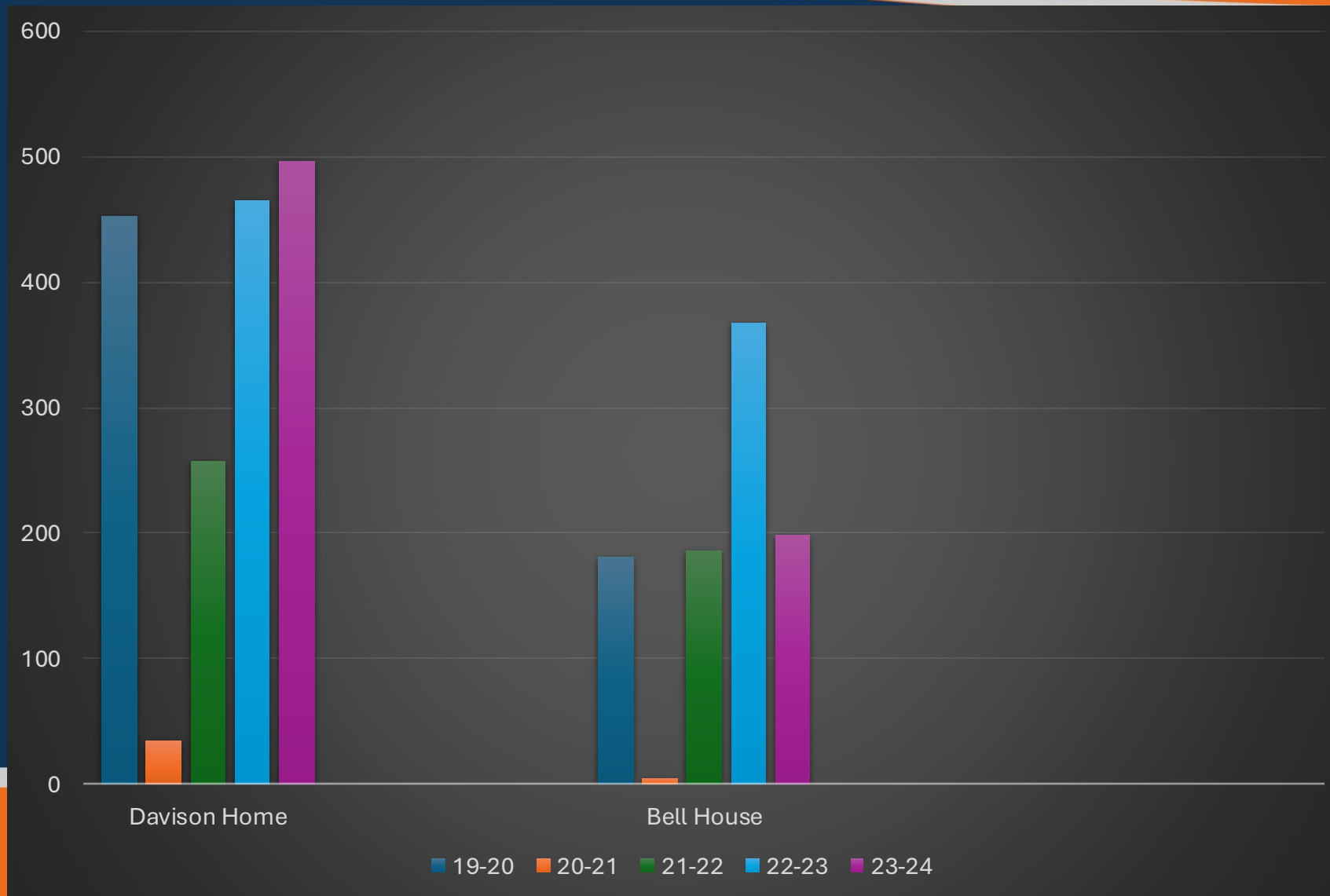


*Through
May 2024.
Does not
include
June
numbers.

Historic Home Attendance*



Texas City
EST. 1911



*Through
May 2024.
Does not
include
June
numbers.

This Year's Traveling Exhibits



Texas City
EST. 1911

March To Freedom



John Lewis, Hosea Williams, Albert Turner, and Bob Mants lead the march across the Edmund Pettus Bridge. As John Lewis later recalled, "As we walked across the Edmund Pettus Bridge we saw a sea of blue-Alabama state troopers." Photograph by James "Spider" Martin. James "Spider" Martin Photographic Archive (DI09206), The Center for American History, The University of Texas at Austin. Copyright Tracy Martin.

Citizens At Last



In 1915 Baylor University women in Waco, Texas organized a suffrage club and "beat the drum" in campus parades. Courtesy The Texas Collection, Baylor University, Waco, Texas.

Vaquero



Photograph by Bill Wittliff, 1971.



Humanities Texas



Texas City
EST. 1911

Questions?

Thank You!

CITY COMMISSION REGULAR MTG

(5) (b)

Meeting Date: 07/03/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Marketing Update (Communications)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report

COMMUNICATIONS



Texas City
EST. 1911

CHANGING HISTORY



DAVISON BARBIE DREAM HOUSE



Texas City
EST. 1911

ANAYLTICS & REACH

REACHED 21,000+ PEOPLE

GENERATED MEDIA INTEREST

**CREATED INTEREST &
EXCITEMENT ABOUT THE HOME**

The logo for KHOU 11, featuring the call letters 'KHOU' in blue, a red star, the number '11' in blue, and the CBS eye logo to the right.

Texas City
EST. 1911

BUILDING LANDMARKS



BABY
DIKE



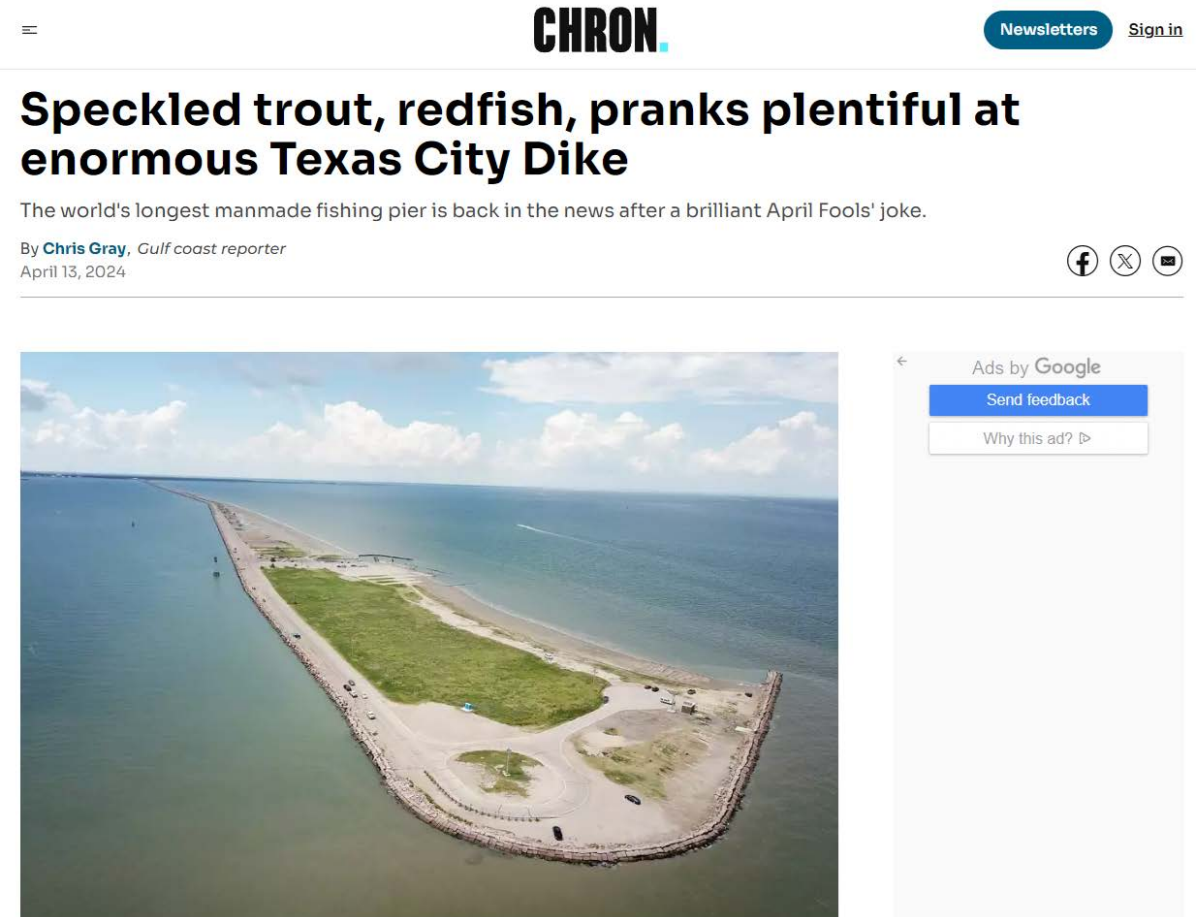
Texas City
EST. 1911

ANAYLTICS & REACH

**REACHED WELL OVER
HALF A MILLION PEOPLE**

SHARED MORE THAN 700 TIMES

**CREATED AWARENESS IN MEDIA,
LOCAL FISHING GROUPS &
OUR COMMUNITY**



The screenshot shows a news article from CHRON. The title is "Speckled trout, redfish, pranks plentiful at enormous Texas City Dike". The sub-headline reads "The world's longest manmade fishing pier is back in the news after a brilliant April Fools' joke." The author is "By Chris Gray, Gulf coast reporter" and the date is "April 13, 2024". There are social media sharing icons for Facebook, X, and YouTube. Below the article is an aerial photograph of the Texas City Dike, a long, narrow strip of land extending into the Gulf of Mexico. To the right of the photo is an "Ads by Google" sidebar with a "Send feedback" button and a "Why this ad?" link.



Texas City
EST. 1911

FRANK-LY AMAZING



WIENERMOBILE
VISIT



Texas City
EST. 1911

**CREATED AWARENESS FOR
ANYONE WHO WOULD RELISH
SEEING THIS VEHICLE**

**AND HOT DOG! THERE WERE
MORE THAN 80,000 OF THEM**

**ULTIMATELY, HELPED MORE
PEOPLE KETCHUP ON WHAT'S
HAPPENING IN OUR CITY**



JUNE '23-JUNE '24

**MINUTES
VIEWED**

140
DAYS



117%

**CONTENT
INTERACTIONS**

158
THOUSAND



106.7%

TOTAL

2,107,551
MILLION



147.3%



Texas City
EST. 1911

CITY EVENTS

**“HEY JEN, THINK WE
CAN GET RECORD
BREAKING NUMBERS
THIS YEAR?”**



Texas City
EST. 1911

CITY EVENTS

HURRICANE TOWN HALL JUNE 2023



297 CITIZENS



Texas City
EST. 1911

CITY EVENTS

HURRICANE TOWN HALL JUNE 2024



580 CITIZENS

(Hold for applause)



TEXAS CITY MUSEUM



**SET A NEW
ATTENDANCE
RECORD**

**LARGEST OPEN
HOUSE EVER AT
DAVISON HOME**

**283% INCREASE IN
ATTENDANCE AT
BELL HOUSE**

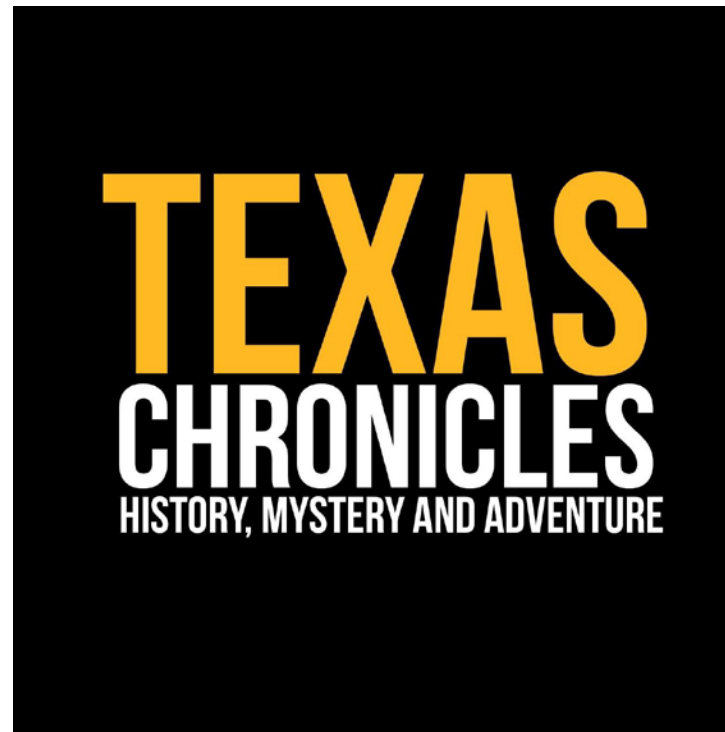


Texas City
EST. 1911

OUR REACH



GERMAN RADIO INTERVIEW



TEXAS CHRONICLES
HISTORY, MYSTERY AND ADVENTURE



WALL STREET JOURNAL

TEXAS CITY TELLS



4 SEASONS
60+ EPISODES
VIEWED IN 8 COUNTRIES

NEW EPISODES EVERY WEDNESDAY



Texas City
EST. 1911

TEXAS CITY TELLS



**HOUSTON-GALVESTON REGIONAL
PIO NETWORK MEETING**



GALVESTON DAILY NEWS



WOODLANDS



Texas City
EST. 1911

EOC COMMUNICATION



**SERVE AS PIO FOR
EMERGENCY MANAGEMENT**

**SEVERE WEATHER, OIL
SPILL, INDUSTRIAL
INCIDENTS**

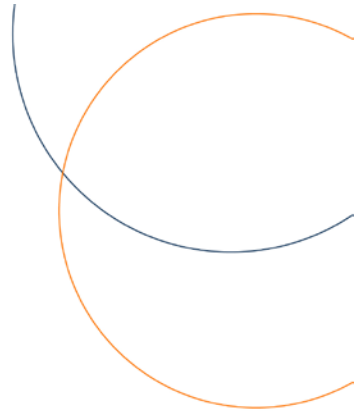
**INCREASED ALERT
SUBSCRIPTIONS**



Texas City
EST. 1911

BRANDING GUIDELINES

Graphic Standards Guide



COMMUNICATIONS & BRANDING GUIDELINES

A quick reference
2024



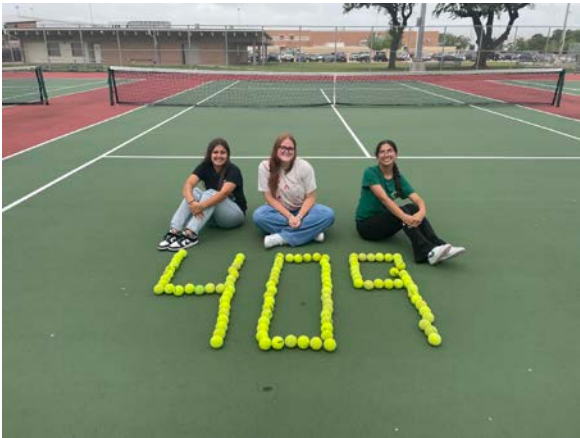
OVER 60 REQUESTS IN A MONTH

**THANK YOU TO EVERYONE WHO
ADOPTED THESE GUIDELINES
AND HELPED MAKE IT A
SUCCESS!**

City of Texas City



409 DAY





Questions?



CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 07/03/2024

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for the June 18, 2024 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Minutes

CITY OF TEXAS CITY
SPECIAL CALLED CITY COMMISSION MEETING

MINUTES

JUNE 18, 2024 - 5:00 P.M.

KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

1. ROLL CALL

Present: Mayor Dedrick D. Johnson
Commissioner At-Large Abel Garza, Jr.
Commissioner District 2 Keith Love
Commissioner District 3 Chris Sharp
Commissioner District 4 Jami Clark
Absent: Commissioner At-Large, Mayor Pro Tem Thelma Bowie
Commissioner District 1 DeAndre' Knoxson

2. INVOCATION

Led by Pastor Matthew Walker of Restoration City Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 3 Chris Sharp.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

Laquita Walker	Sanitation	06/08/2009	15 years
Mark Lovell	Fire	06/08/2009	15 years
Charles Cotton	Sanitation	06/07/1999	25 years
Kevin Johnson	Public Works	06/05/1989	35 years

Retirement

Charles Cotton	Sanitation	25 years
John Broussard	Police	32 years

5. REPORTS

a. Collections (Municipal Court)

Tammy Odom, Court Administrator, gave a PowerPoint presentation.

- b. Wastewater and Sewer (Public Works)

Jack Haralson, Director of Public Works, gave a PowerPoint presentation.

6. PUBLIC HEARING

- a. CDBG 2024-2025 Annual Action Plan 1st Public Hearing.

Titilayo Smith, Director of Community Development and Grant Administration, stated the Consolidated Plan is carried out through the Annual Action Plan, which provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. Each year, the City must submit an Annual Action Plan to HUD, reporting on how that year's funding allocation for the CDBG entitlement grant will achieve the goals outlined in the Five-Year Consolidated Plan.

Motion By Commissioner District 4 Jami Clark, Second By Commissioner District 3 Chris Sharp to close the public hearing.

Vote: 5 - 0 CARRIED

7. PUBLIC COMMENTS

No Comments

8. CONSENT AGENDA

Motion By Commissioner At-Large Abel Garza, Jr., Second By Commissioner District 4 Jami Clark to approve consent agenda items a, b, c, d, and e.

- a. Approve City Commission Minutes for June 5, 2024 meeting (City Secretary)

Vote: 5 - 0 CARRIED

- b. Consider and take action on Resolution No. 2024-73, authorizing the purchase of five (5) soft starter panels and disconnects for reactor aeration blowers at the Wastewater Treatment Plant. (Public Works)

Vote: 5 - 0 CARRIED

- c. Consider and take action on Resolution No. 2024-74, awarding a contract for Bid No. 2024-010 Laboratory Testing at the Wastewater Treatment Plant Annual Contract. (Public Works)

Vote: 5 - 0 CARRIED

- d. Consider and take action on Resolution No. 2024-75, appointing members to various boards, committees, and advisories. (City Secretary)

Vote: 5 - 0 CARRIED

- e. Consider and take action on Resolution No. 2024-078, authorizing the purchase and installation of heaters in the belt press room of the Wastewater Treatment Plant. (Public Works)

Vote: 5 - 0 CARRIED

9. REGULAR ITEMS

- a. Consider and take action on Resolution No. 2024-076, confirming Mayor Dedrick Johnson's appointment of Cynthia Rushing as the Director of Finance.

Motion By Commissioner District 4 Jami Clark, Second By Commissioner District 2 Keith Love

Vote: 5 - 0 CARRIED

- b. Consider and take action on Resolution No. 2024- 077, amending the Grant Administration Manual to include 2 CFR part 200.318-327 Subpart D Post Federal Award Requirements. (Community Development and Grants Administration)

Motion By Commissioner At-Large Abel Garza, Jr., Second By Commissioner District 3 Chris Sharp

Vote: 5 - 0 CARRIED

10. COMMISSIONERS' COMMENTS

See Video Recording

11. MAYOR'S COMMENTS

See Video Recording

12. ADJOURNMENT

Having no further business, Commissioner At-Large Abel Garza, Jr. made a MOTION to ADJOURN at 5:46 p.m.; the motion was SECONDED by Commissioner District 3 Chris Sharp. 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: 07/03/2024

Bayou Golf Advisory Board

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Appoint Arthur Johnson to the Bayou Golf Course Advisory Board.

BACKGROUND (Brief Summary)

On June 18, 2024, Board member Jenny Senter submitted her resignation letter.

Arthur Johnson, a resident of Texas City, submitted a Boards and Commissions application to the City Secretary's office on February 19, 2024, expressing his interest in serving on the Bayou Golf Course Advisory Board.

There is no fiscal impact on this item.

RECOMMENDATION

It is the recommendation of the City staff that Arthur Johnson, III be appointed to the Bayou Golf Course Advisory Board.

Fiscal Impact

Attachments

Resolution
attachment

RESOLUTION NO. 2024-079

A RESOLUTION APPOINTING ARTHUR JOHNSON, III, TO THE BAYOU GOLF COURSE ADVISORY BOARD; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there is a need to appoint Arthur Johnson, III, to the Bayou Golf Course Advisory Board to replace Jenny Senter, who resigned.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby appoints Arthur Johnson, III, to the Bayou Golf Course Advisory.

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

PASSED AND ADOPTED this 3rd day of July 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



Texas City

EST. 1911

CITY OF TEXAS CITY

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

Thank you for your interest in volunteering your time and talents to the City of Texas City. Please fill out the below application (required) and attach an updated resume' (optional). As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Texas City Commission. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 40% of called meetings in any twelve consecutive months, for other than medical reasons, may be removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Texas City unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2024 will expire in 2026.

Please Type or Print Clearly:

Date: 2-19-2024

Name: Arthur Johnson

Phone: [REDACTED]
(Home)

Address: [REDACTED]

Phone: _____
(Work)

City/State/Zip Texas City, Texas, 77510

Cell: _____

Email: arthurjohnson26@gmail.com

I have lived in Texas City 1 years.

I am am not a U.S. Citizen

Occupation: Academic Counselor

Professional and/or Community Activities relative to your desired Board appointment: _____

Additional Pertinent Information/References: _____

Applications for the following Commission-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (409-643-5916) for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Library Board
- TC Economic Development Board
- TC Cultural Arts Foundation
- TC Public Facilities Development
- TC Harbour Foreign Trade Zone
- TC Historical Preservation Corporation
- TC Industrial Development
- TC Housing Finance Corporation
- Civil Service
- Recreation and Tourism Board
- Board of Adjustments- Building & Structure

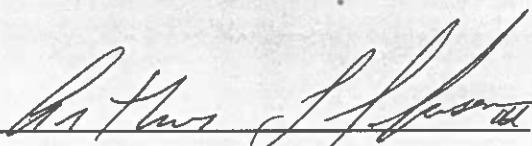
Meeting Information

As called in accordance with the Board, Commission, or Advisory Committee's By-laws.

Advisory Committees

- Bayou Golf Course Advisory Board
- Housing Authority
- CDBG Citizen's Advisory Committee
- Keep Texas City Beautiful

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant

Please return this application to:

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

or

reigh@texascitytx.gov

ARTHUR L. JOHNSON, III

Texas City, TX 77510 | arthurjohnson06@gmail.com

EDUCATION

Clark Atlanta University Atlanta, GA

Master of Education; with a concentration in School and Community Counseling

Graduation date: May 2007

Clark Atlanta University Atlanta, GA

Bachelor of Art in History: with a concentration in African American studies

Graduation date May 2004

CREDENTIALS

Texas Educator Certificate

School Counselor: has fulfilled requirements of state law and regulations of the State Board for Educator Certification and hereby authorized to perform duties as designated.

National University Los Angeles, CA

Administrative Credential: program designed to prepare students for a role of assistant principal, director, assistant superintendent, as well as positions in fields including teacher leadership, higher education and nonprofit administration

Graduation date; January 2018

LAUSD

Master Program Institute: A comprehensive training institute designed to build the capacity of those responsible for the development and implementation of the master program

Graduation date; June 2017

Clark Atlanta University Atlanta, GA

Pupil Personnel Service Credential in School Counseling

SUMMARY OF ACHIEVEMENTS

- **Head football coach of Washington Preparatory High School:** Received academic awards from LA Rams & LA Chargers for academic and athletic excellence
- **Seventeen years of extensive experience as a School Counselor** with a distinguished career focus in achieving academic progress through the analyzation of school data
- **Founder of My Road 2 College:** Academic coaching service. Organization created to increase college knowledge and access
- **Expertise in bridging gaps** between a school's counseling program and the mission, and vision of the school's comprehensive education plan
- **Collaborates** with all members of the school community to develop and deliver a data driven program that supports every student's academic, and/or career goal as well as their personal/social development
- **Assists students** in obtaining college scholarships i.e. Quest Bridge, POSSE, Governor Scholar (in GA), YBS Scholar, and many more totaling millions in scholarship and grant money
- **Proven ability in** having over a **90 percent graduation rate compared to LAUSD average of 66%**
- Excellent at creating a college going culture through increasing college knowledge.
- **Facilitated college tours** throughout Northern California
- Recognized as a driven School Counselor who on a yearly basis had a POSSE scholar finalist
- **Nominated Counselor of the Year** for the 2012-2013 School Year in Green Dot Public Schools. Finished in the top 3 of all counselors in the district

PROFESSIONAL EXPERIENCE

Mac Arthur High School

Houston, TX

School Counselor 2023-Present

- Collaboratively plan, implement, evaluate and advocate for a comprehensive developmental guidance program
- Conduct academic intervention meetings and individualized graduation progress monitoring and support for students
- Collaborate with stakeholders and staff to ensure that students are being provided with the tools, resources, and information needed to help them meet A-G, district, and open doorways requirements for graduation
- Conduct regular supervision of the campus, and participate in SSPT, and multidisciplinary meetings

Los Angeles Unified School District

Los Angeles, CA

School Counselor/ Intervention Counselor/College Counselor 2010-2023

- Provide guidance to students in matters regarding academic intervention plans, enrichment options, graduation, college entrance requirements and scholarships.
- Participated in various multidisciplinary teams such as student success team (SST), coordination of services team, resources coordinating team, and crisis team.
- Provided professional development and parent education workshops.
- Assist in the development of the master schedule for the school site

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 07/03/2024

2023 Annual TIRZ Report

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

To confirm the receipt of the 2023, Texas City TIRZ 1, Annual Report.

BACKGROUND (Brief Summary)

Attached is the 2023, Annual Report for TIRZ 1, which was reviewed and approved by the Board at their June 20th meeting. The City Commission must acknowledge receipt of it so that it may be forwarded to the Texas Comptroller as required under Tax Code 311.016, as well as, to the College of the Mainland and Galveston County. If anyone has questions, they can contact Alan Mueller or Sue Darcy (www.marshdarcypartners.com) prior to the Commission meeting.

RECOMMENDATION

To confirm the receipt of the 2023, Texas City TIRZ 1, Annual Report.

Fiscal Impact

Funds Available Y/N: N/A

Amount Requested:

Source of Funds:

Account #:

Fiscal Impact:

Attachments

Resolution
Report

RESOLUTION NO. 2024-080

A RESOLUTION ACKNOWLEDGING THE RECEIPT OF THE 2023 TIRZ 1 REPORT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the 2023 Annual TIRZ1 Report was reviewed and approved by the Board;

WHEREAS, the City Commission must acknowledge receipt of the 2023 Annual TIRZ1 Report, as required by Tax Code 311.016.

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

SECTION 1: The City Commission of the City of Texas City, Texas, hereby acknowledges the receipt of the 2023 Annual Report for TIRZ 1, as set out on **Exhibit “A,”** attached hereto and incorporated herein for all intents and purposes.

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

PASSED AND ADOPTED this 3rd day of July 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

2023 ANNUAL REPORT

**TAX INCREMENT REINVESTMENT ZONE
NUMBER ONE
TEXAS CITY, TEXAS**



Tax Year Ending December 2023

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CITY OF TEXAS CITY, TEXAS

2023 CITY COMMISSION

Mayor

Hon. Dedrick Johnson, Sr.

**Commission
Members**

Hon. Thelma Bowie
Commissioner At-Large
Mayor Pro-Tem

Hon. Abel Garza, Jr.
Commissioner At-Large

Hon. DeAndre' Knoxson
Commissioner District 1

Hon. Felix Herrera
Commissioner District 2

Hon. Dorthea Jones Pointer
Commissioner District 3

Hon. Jami Clark
Commissioner District 4

**TAX INCREMENT REINVESTMENT ZONE
NUMBER ONE, CITY OF TEXAS CITY, TEXAS
2023 BOARD OF DIRECTORS**

Position 1	Chris Doyle, Chair Texas City Designee
Position 2	Donald Gartman College of the Mainland Designee
Position 3	James Torres Texas City Designee
Position 4	Connie Jackson Texas City Designee
Position 5	Rick Wilkenfeld Galveston County Designee
Position 6	Genie Jennings Texas City Designee
Position 7	Hon. Stephen Holmes Galveston County Designee

DESCRIPTION OF ZONE

In accordance with the Tax Increment Financing Act (Chapter 311, Tax Code), Ordinance 06-45 of the City of Texas City, Texas (the “City”) established Reinvestment Zone Number One, City of Texas City, Texas (the “Zone”) on December 20, 2006. The Zone, also known as “The Lago Mar TIRZ”, consists of approximately 3,350 acres located in Galveston County, Texas (the “County”). The Project Plan (the “Plan”) was adopted by City Commission on January 2, 2008 by Ordinance 08-01. In addition to City participation in the Zone, the County and College of the Mainland (the “College”) agreed to participate in the Zone.

To aid and assist in the implementation of the Plan, the City created the Lago Mar Development Authority (the “Authority”), a Local Government Corporation incorporated on July 18, 2007. To further facilitate development within the Zone, the City, the Authority, the TIRZ and Galveston County Municipal Utility District No. 54 (“MUD 54”) entered into an agreement (the “Quad Party Agreement”), effective December 19, 2007, detailing the respective roles and responsibilities of the parties in implementing the Plan. The private sector developer for Lago Mar is Land Tejas Texas City Limited, a Texas Limited Partnership, whose General Partner is Land Tejas Corporation (the “Master Developer”). The Authority and the Master Developer entered into a Master Developer Reimbursement Agreement effective January 3, 2008.

On July 20, 2011, a new agreement was executed between the City, Zone, Authority, MUD 54, Master Developer, and Galveston Premium Outlets LLC (the “Omnibus Agreement”). The Omnibus Agreement modified and amended the terms of the Quad Party Agreement as it relates to the development of the Tanger Outlets Mall projects.

The Zone is situated near the western boundary of Texas City, is bisected by Interstate 45, and at creation was vacant. A map illustrating the location of the Zone within the City follows as Figure 1. Figure 2 depicts the Zone boundary

Figure 1: TIRZ 1 Location Map



Figure 2: TIRZ 1 Boundary Map



Project Plan and Reinvestment Zone Financing Plan Amendment #1

On May 16, 2019, the Board recommended approval of Plan Amendment #1. The amendment was approved by the Texas City City Commission on June 19, 2019. The amendment authorized the modification of the residential base participation rate of each entity for the final 10 years of the Zone from 0% to 40%. This amendment accounted for the nearly 10-year delay in the commencement of residential development in the Zone due to the 2008 housing crisis and recession. The amendment also authorized the addition of a public safety facility as an eligible project cost.

PURPOSE OF ZONE

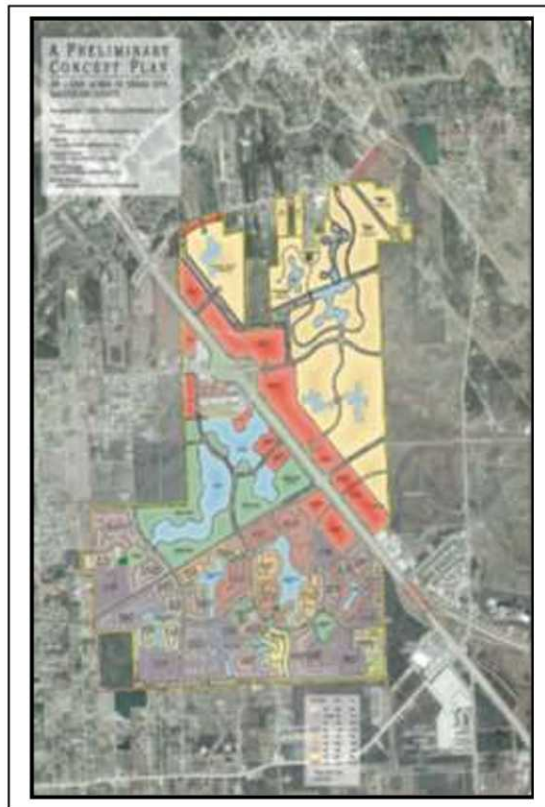
The purpose of the Zone is to facilitate the development of a quality master-planned community, including a large mixed-use component, with amenities and sustainability that will contribute to the growth of the tax base for the City, the County and the College.

The City Commission, in adopting the ordinance creating the Zone, found that the projects described in the Plan provided a focused planning and financing mechanism to promote and monitor this significant development effort to the benefit of all the citizens of the City, individual and corporate, as well as all participating jurisdictions. But for the creation of the Zone and the participating jurisdictions, this area would not likely experience the magnitude of private investment necessary for this property to develop in the proposed manner or to the standards and quality planned in the foreseeable future.

The City Commission further found that improvements in the Zone will enhance the value of all taxable real property within the Zone and will be of general benefit to the City. The methods of financing and the sources of funding available to the Zone, including the participation levels of the entities, are described in the Project Plan and Reinvestment Zone Financing Plan.

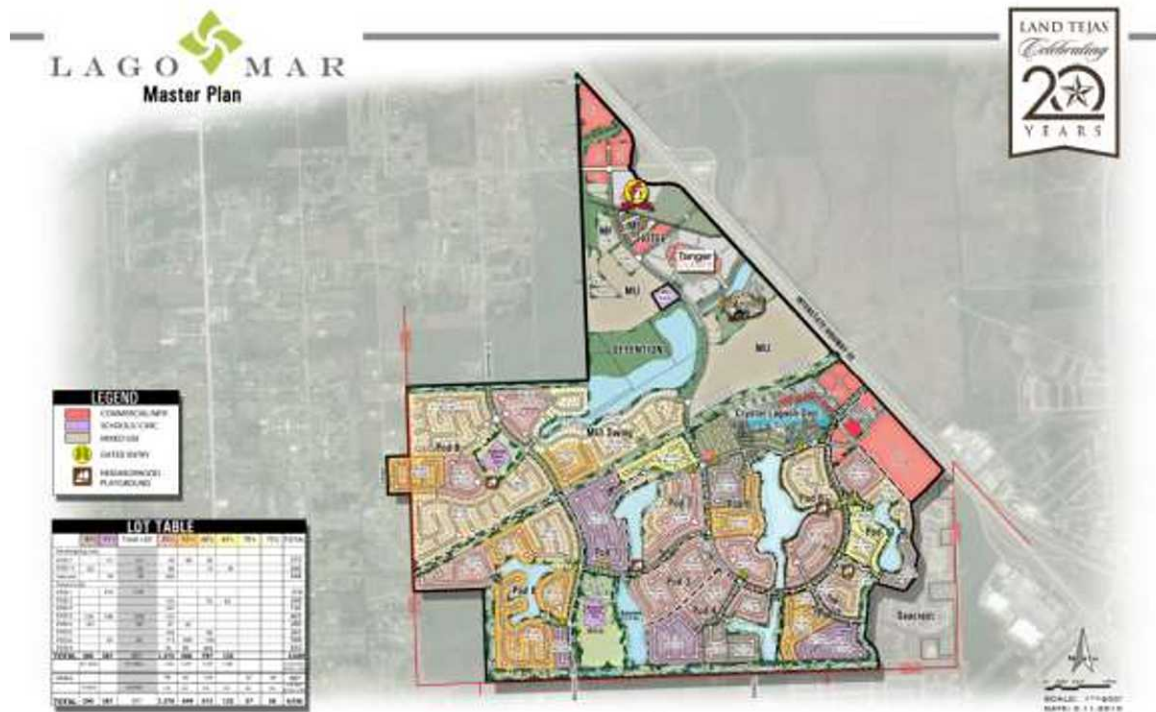
The Preliminary Concept Plan for Lago Mar Master Planned Community is shown below as Figure 3.

Figure 3: Lago Mar Preliminary Concept Plan



As part of the master planning effort, the City and the Master Developer agreed that a mixed-use component to the development would greatly enhance the economic diversification and tax base growth the City is seeking to promote. To that end the Master Developer has put forth a mixed-use concept plan for approximately 898 acres, planned to include large amenity lakes with detention function, trails connecting the mixed-use area to the broader community and a diversity of commercial uses. The mixed-use concept plan follows as Figure 4.

FIGURE 4: Lago Mar Conceptual Master Plan-February 2019



On October 19, 2012, Tanger Factory Outlet Centers held the ribbon cutting and grand opening of the Tanger Outlets Mall, Texas City. The new mall opened with more than 80 brand name and outlet tenants in approximately 350,000 square feet and has become a major tourist attraction. As of December 31, 2023, there are 2,178 completed homes within the Zone.

STATE OF THE ZONE AND PLAN IMPLEMENTATION IN 2023

Revenue

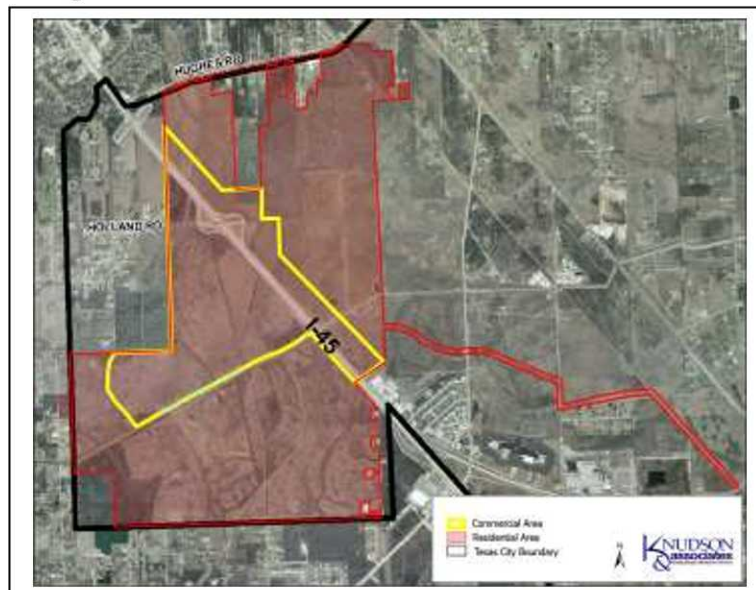
1. The information provided in the section is in accordance with § 311.016 (a) (1) of the Texas Tax Code, which requires inclusion of the amount and source of revenue in the tax increment fund established for the Zone.

In addition to the City's tax increment revenue, interlocal agreements with the County and the College provide for each taxing unit's participation in the Zone. The Plan sets forth a two-tiered participation schedule as follows:

Lago Mar is proposed to be a large master planned community with strong residential and commercial components. The commercial areas of the TIRZ are the very gateway of Texas City and the City seeks to promote the development of these critical areas with a distinctive urban design that establishes a sense of place unique in Galveston County. The City understands that the commercial areas will need time to reach the highest and best uses based on market conditions and to that end the City has proposed and secured a two-tiered participation structure: 100 % participation by the City for 31 years and by the County and the College for 30 years in the commercial area; and 60% for 10 years followed by 40% for 10 years by all entities in the residential areas. (modified by Amendment 1)

The boundaries of the residential and commercial areas within the TIRZ are shown below as Figure 5.

Figure 5: Commercial and Residential TIRZ Areas



Further within the Residential Area the Plan sets forth a performance-based, enhanced level of participation by the City as follows:

In recognizing the reality of market forces, while wishing to foster the highest quality of single family residential possible, the City has established a base participation level and a second performance-based participation level when certain average value per dwelling unit levels are exceeded in the aggregate. The base participation is shown below and will be enacted when the average value of the single family residential is less than \$180,000. The performance-based participation will be enacted when the average value of the single family residential is greater than \$180,000.

Schedules outlining the varying levels and lengths of participation for both the Commercial Area and the Residential Area follow as Table A and Table B respectively.

Table A: Participation Schedule Commercial Area

Jurisdiction	2023 Tax Rate	2022 Tax Rate	2021 Tax Rate	Years	Participation %
Texas City	\$.4900	\$.4900	\$.4900	2007-2037	100%
Galveston County	\$.3419	\$.37603	\$.4245	2008-2037	100%
College of the Mainland	\$.2685	\$.26762	\$.2677	2008-2037	100%

Tax Rate Source: Galveston County Central Appraisal District

Table B: Participation Schedule Residential Area

Jurisdiction	2023 Tax Rate	2022 Tax Rate	2021 Tax Rate	Years	Base Participation %	Performance Based %
Texas City	\$.4900	\$.4900	\$.4900	2007-2016	60%	75%
				2017-2026	40%	50%
				2027-2037(1)	40%	0%
Galveston County	\$.3419	\$.37603	\$.4245	2008-2017	60%	
				2018-2027	40%	n/a
				2028-2037(1)	40%	
College of the Mainland	\$.2685	\$.26762	\$.2677	2008-2017	60%	
				2018-2027	40%	n/a
				2028-2037(1)	40%	

(1) Modified from 0% to 40% by Plan Amendment #1 and related interlocal agreements with Galveston County and College of the Mainland in 2019.

The obligations of the participating taxing jurisdictions, as defined in their respective interlocal agreements, include the timely deposit of tax increment revenue into the City's tax increment revenue fund. Table C below illustrates the growth in appraised value from the base year 2006 compared to the previous 3 years including 2023 for each participating jurisdiction.

Table C: Base Year Market Value by Jurisdiction

COMMERCIAL		TAX YEAR			
Taxing Entity	2006 Base Value (Taxable)	2021 Value (Taxable)	2022 Value (Taxable)	2023 Value (Taxable)	Captured Appraised Value (Increment)
Texas City	\$82,650	\$180,678,510	\$176,695,679	\$201,833,326	\$201,750,676
Galveston County	\$82,650	\$180,678,510	\$176,695,679	\$201,833,326	\$201,750,676
College of the Mainland	\$82,650	\$180,678,510	\$176,695,679	\$201,833,326	\$201,750,676

RESIDENTIAL		TAX YEAR			
Taxing Entity	2006 Base Value (Taxable)	2021 Value (Taxable)	2022 Value (Taxable)	2023 Value (Taxable)	Captured Appraised Value (Increment)
Texas City	\$321,530	\$318,977,923	\$476,164,818	\$624,276,018	\$623,954,488
Galveston County	\$321,530	\$318,977,923	\$476,164,818	\$624,276,018	\$623,954,488
College of the Mainland	\$321,530	\$318,977,923	\$476,164,818	\$624,276,018	\$623,954,488

Table D illustrates the amount of each jurisdiction’s incremental revenue to the tax increment fund for the Residential and Commercial Areas for the previous 5 tax years, including 2023.

Table D: Tax Increment Revenue by Year

COMMERCIAL		TAX YEAR			
Taxing Entity	2019	2020	2021	2022	2023
Texas City	\$701,682	\$772,575	\$857,358	\$861,048	\$948,171
Galveston County	\$655,417	\$704,600	\$726,025	\$645,939	\$646,589
County Road & Flood	\$15,256	\$16,318	\$16,727	\$14,836	\$15,002
College of the Mainland	\$265,410	\$366,538	\$468,398	\$470,273	\$519,559
Commercial Total	\$1,637,765	\$1,860,031	\$2,068,508	\$1,992,095	\$2,129,321

RESIDENTIAL		TAX YEAR			
Taxing Entity	2019	2020	2021	2022	2023
Texas City	\$296,534	\$351,145	\$619,897	\$898,082	\$1,136,705
Galveston County	\$273,451	\$314,983	\$518,131	\$664,972	\$764,697
County Road & Flood	\$6,319	\$7,225	\$11,855	\$15,161	\$17,616
College of the Mainland	\$111,891	\$166,345	\$338,302	\$490,033	\$622,206
Residential Total	\$688,195	\$839,698	\$1,488,185	\$2,068,248	\$2,541,224

Total TIRZ Increment Revenue 2023	\$4,670,545
--	--------------------

Expenditures

2. The information provided in this section is in accordance with § 311.016 (a) (2) of the Texas Tax Code, which requires inclusion of the amount and purpose of expenditures from the fund.

In accordance with the Quad Party Agreement and the Omnibus Agreement, the Authority may from time to time contract TIRZ revenue to one or more of the Municipal Utility Districts within the TIRZ boundary to facilitate the financing of TIRZ improvements. Additionally, the Authority may reimburse the Master Developer for improvements and may construct improvements directly from increment revenue or bond issuance.

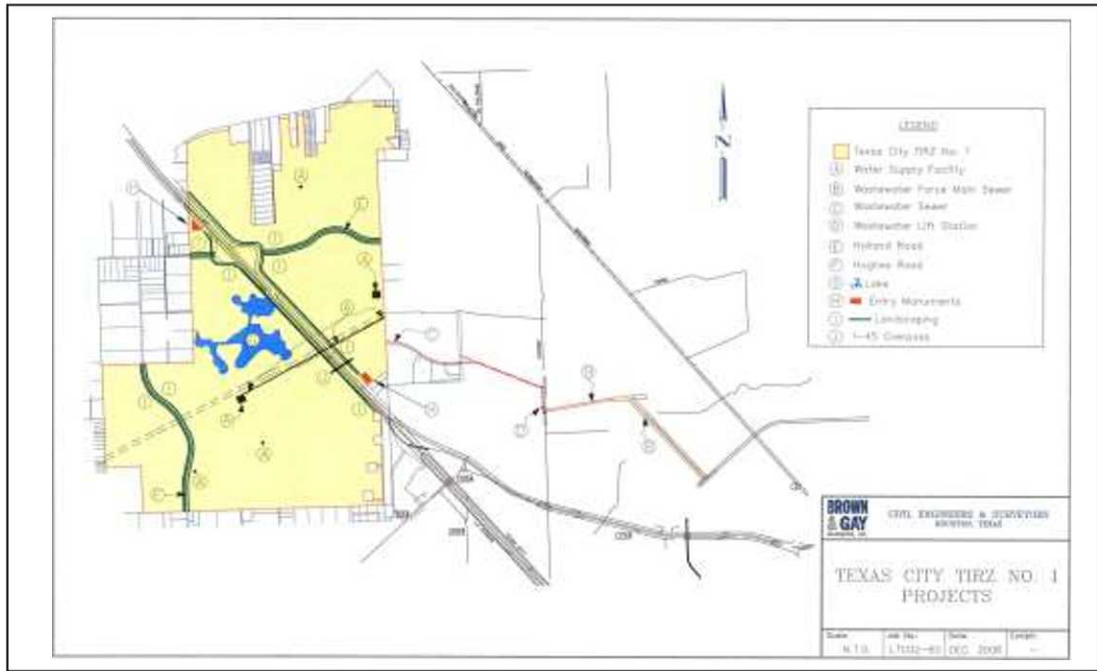
In 2023, the Authority paid \$76,486.39 for legal, accounting/bookkeeping, administrative, and insurance expenses, \$5,284.50 toward the I-45 Branding and Identity Project, and \$336,156.08 toward the 24” Force Main Phase II Project. Additionally, \$1,688,311.08 was transferred to MUD 54 in accordance with the requirements of the Omnibus Agreement.

Table E: Estimated Project Plan Costs

Estimate of Project Costs	
Project	Estimated Project Cost
Water	
Water Supply Plant	3,469,594
Remote Water Well and Collection Line(s)	1,682,835
Elevated Water Storage Tank(s), Transmission Line(s), and Related Water Plant Items	7,701,308
Water Well(s), Lines, and Related Water Plant Items	7,638,733
Sub-total	20,492,471
Sanitary Sewer	
Wastewater Plant and Related Force Main(s)	1,571,608
Sanitary Sewer Transmission Line(s)	2,468,238
Other Wastewater Projects and Lift Station(s)	2,355,092
Other Force Main(s)	2,519,492
Sub-total	8,914,429
Roadway and Mobility Improvements	
Holland Road Construction and Landscaping	7,447,717
Hughes Road Construction and Landscaping	6,471,177
I-45 / Overpass	5,000,000
I-45 Landscaping	3,901,309
Sub-total	22,820,203
Detention / Retention / Place Making Amenities	
125 ± Acre Lake	28,973,505
Lake Landscaping	2,259,922
Monumentation	2,323,052
Sub-total	33,556,479
Zone Administration	
Legal, Auditing, Planning, Architectural, Engineering, Administration, etc.	2,850,000
Total Estimated Project Costs	88,633,582
<p><i>Note: It is understood that land costs for major CIP dedications (water plants, water wells, etc.) and professional fees (engineering, planning, architectural, geotechnical, surveying, etc.) are necessary expenses that will be incurred on behalf of the Zone. These fees have been estimated and included in the line-item projections.</i></p>	

- (1) Project Plan Amendment #1 added a public safety facility with an estimated cost of \$5,000,000.

Figure 6: Location of Proposed TIRZ Improvements



TIRZ Authorized Projects in 2023:

There were no new projects approved in 2023.

Interest Due on Outstanding Bonds

3. The information provided in this section is in accordance with § 311.016 (a) (3) of the Texas Tax Code, which requires inclusion of the amount of principal and interest due on outstanding bonded indebtedness.

The Omnibus Agreement calls for TIRZ Increment Revenue attributable to land and improvements within MUD 54 to be paid by the Authority annually to cover the debt service on bonds issued by the MUD for TIRZ-eligible improvements until the bonds fully paid. Table F below shows the principal and interest due on all such bonds issued by MUD 54.

Table G below shows the principal and interest due on the direct debt issued by the LMMA.

Table F: GCMUD 54 Debt Service Schedule for TIRZ-Eligible Bonds

Year	Principal	Interest	Total
2024	\$ 1,050,000	\$ 602,711.25	\$ 1,652,711.25
2025	1,070,000	578,276.25	1,648,276.25
2026	1,100,000	553,146.25	1,653,146.25
2027	1,145,000	526,836.25	1,671,836.25
2028	1,170,000	499,261.25	1,669,261.25
2029	1,205,000	469,766.25	1,674,766.25
2030	1,245,000	437,891.25	1,682,891.25
2031	1,295,000	402,721.25	1,697,721.25
2032	1,325,000	366,146.25	1,691,146.25
2033	1,375,000	328,378.75	1,703,378.75
2034	1,420,000	287,868.75	1,707,868.75
2035	1,465,000	244,825.00	1,709,825.00
2036	1,515,000	200,100.00	1,715,100.00
2037	1,570,000	151,850.00	1,721,850.00
2038	1,275,000	100,885.00	1,375,885.00
2039	495,000	51,615.00	546,615.00
2040	165,000	36,400.00	201,400.00
2041	170,000	31,018.75	201,018.75
2042	175,000	25,481.25	200,481.25
2043	180,000	19,768.75	199,768.75
2044	190,000	13,900.00	203,900.00
2045	70,000	7,700.00	77,700.00
2046	75,000	5,250.00	80,250.00
2047	75,000	2,625.00	77,625.00
Total	\$ 20,820,000	\$ 5,944,422.50	\$ 26,764,422.50

Source: Masterson Advisors

Table G: LMDA Debt Service Schedule

Year	Principal	Interest	Total
2024	\$ 750,000	\$ 509,592.50	\$ 1,259,592.50
2025	785,000	479,492.50	1,264,492.50
2026	815,000	447,942.50	1,262,942.50
2027	850,000	415,092.50	1,265,092.50
2028	785,000	380,692.50	1,165,692.50
2029	920,000	349,842.50	1,269,842.50
2030	960,000	312,442.50	1,272,442.50
2031	995,000	273,342.50	1,268,342.50
2032	1,030,000	238,092.50	1,268,092.50
2033	1,070,000	201,592.50	1,271,592.50
2034	1,105,000	163,642.50	1,268,642.50
2035	1,150,000	122,325.00	1,272,325.00
2036	1,190,000	83,115.00	1,273,115.00
2037	1,230,000	42,375.00	1,272,375.00
Total	\$ 13,635,000	\$ 4,019,582.50	\$ 17,654,582.50

Source: Masterson Advisors

Base Value & Captured Appraised Value

4. The information provided in this section is in accordance with § 311.016 (a) (4) of the Texas Tax Code, which requires inclusion of the tax increment base and current captured appraised value retained by the Zone.

The captured appraised value of the Zone is the total appraised value of all real property located within the Zone, less the tax increment base value. In each year subsequent to the base year, the Zone will receive tax increment revenue based on ad valorem property taxes levied and collected by each participating taxing unit on the captured appraised value of the Zone.

Base Year:

As of January 1, 2006, the base year for the Zone, the total appraised value of the TIRZ was \$404,180, comprised of \$321,530 for the residential area and \$82,650 for the commercial area.

2023 Total Taxable Value:

On January 1, 2023, the Zone had a total assessed value of \$826,109,344, comprised of \$624,276,018 for the residential area and \$201,833,326 for the commercial area. (See Table C)

2023 Captured Appraised Value:

The total captured appraised value (total taxable value - base year value) as of January 1, 2023, was \$825,705,164, comprised of \$623,954,488 for the residential area and \$201,750,676 for the commercial area. (See Table C.)

Increment Received by Taxing Entities

5. The information provided in this section is in accordance with § 311.016 (a) (5) of the Texas Tax Code, which requires inclusion of the captured appraised value shared by the City and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the Plan.

For Tax Year 2023 the total increment paid into the increment fund was \$4,670,545. (See Table D.)

**TAX INCREMENT REINVESTMENT ZONE NUMBER ONE
TEXAS CITY, TEXAS
2023 ANNUAL REPORT
Tax Year Ending December 31, 2023**

Prepared by Marsh Darcy Partners, Inc.

CITY COMMISSION REGULAR MTG

(7) (d)

Meeting Date: 07/03/2024

CenterPoint Electric - Denial Resolution

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

To adopt a denial resolution of CenterPoint's proposed rates.

BACKGROUND (Brief Summary)

On March 6, 2024, CenterPoint Energy Houston Electric, LLC (“CenterPoint” or “Company”) filed an application with cities retaining their original jurisdiction seeking to increase system-wide transmission and distribution rates by \$60 million per year. CenterPoint asks the City to approve an increase of \$17 million in retail transmission and distribution rates (an increase of about 1%) and \$43 million in wholesale transmission rates (an increase of about 6.6%). According to CenterPoint, the impact on an average residential customer would be an increase of about \$1.25 per month.

In a prior City action, CenterPoint’s rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Gulf Coast Coalition of Cities (“GCCC”), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of experts engaged by GCCC, CenterPoint’s request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by CenterPoint.

RECOMMENDATION

City Staff and Legal Counsel recommend adopting a denial resolution of CenterPoint's proposed rates.

Fiscal Impact

Funds Available Y/N: N/A

Amount Requested:

Source of Funds:

Account #:

Fiscal Impact:

Attachments

Resolution

RESOLUTION NO. 2024-081

A RESOLUTION OF THE CITY OF THE CITY OF TEXAS CITY, TEXAS, FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S REQUESTED INCREASE TO ITS ELECTRIC TRANSMISSION AND DISTRIBUTION RATES AND CHARGES WITHIN THE CITY SHOULD BE DENIED, FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND GCCC LEGAL COUNSEL; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on or about March 6, 2024, CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), pursuant to PURA §§ 33.001 and 36.001 filed with the City of the City of Texas City, Texas ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective April 10, 2024; and

WHEREAS, the City is an electric utility customer of CenterPoint and a regulatory authority with exclusive original jurisdiction over the rates and charges of CenterPoint within the City; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC"), a membership of similarly situated cities served by CenterPoint that have joined together to efficiently and cost-effectively review and respond to electric issues affecting rates charged in CenterPoint's service area; and

WHEREAS, GCCC is an intervenor in the parallel proceeding at the Public Utility Commission of Texas to review CenterPoint's filing; and

WHEREAS, the City, in a reasonably noticed meeting that was open to the public, considered the Company's application; and

WHEREAS, pursuant to its exclusive original jurisdiction over CenterPoint's rates and operations within city limits, the City previously suspended the effective date of the Company's requested rate increase; and

WHEREAS, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, the City’s attorneys and consultants recommend that the City deny the application.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the rates proposed by CenterPoint in an application submitted to the City by CenterPoint on or about March 6, 2024, are hereby found to be unreasonable, and are denied.

SECTION 2: That the Company shall continue to charge its existing rates for transmission and distribution service to customers with the City.

SECTION 3: That GCCC’s reasonable rate case expenses shall be reimbursed by CenterPoint within 30 days of presentation of an invoice to CenterPoint.

SECTION 4: That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law, and that the public notice was given of the time, place, and purpose of said meeting, as required.

SECTION 5: A copy of this Resolution shall be sent to CenterPoint, care of Patrick Peters, CenterPoint Energy, Inc., 1005 Congress Avenue, Suite 650, Austin, Texas 78701 (patrick.peters@centerpointenergy.com), and to Roslyn Dubberstein at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (rdubberstein@lglawfirm.com).

PASSED AND ADOPTED this 3rd day of July 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (e)

Meeting Date: 07/03/2024

contract with Momentum Permit Expeditors for third party Commercial Plan Review services in support of the Building & Inspections Department

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on a contract with Momentum Permit Expeditors for third party Commercial Plan Review services in support of the Building & Inspections Department

BACKGROUND (Brief Summary)

The Building & Permits Department needs the services of a certified commercial plan reviewer to assist in the timely review of commercial building plans for purposes of issuing building permits. Momentum Permit Expeditors has qualified third party plan reviewers available to assist with commercial plan reviews on a timely basis.

RECOMMENDATION

Staff recommends approval of the contract with Momentum Permit Expeditors for third party Commercial Plan Review services in support of the Building & Inspections Department

Fiscal Impact

Attachments

Contract - third party plan reviews
Resolution



STATEMENT OF WORK

This Services Agreement (this "Agreement") is entered into as of the 26 day of May, 2024, by Momentum, located at, League City, TX 77573 ("Service Provider") and City of Texas City as, 7800 E. F. Lowry Expy, Texas City, Texas 77591. Each Service Provider and Client may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. Services. Service Provider agrees to provide and Client agrees to purchase the following services for the specific projects described below:

Description of Services	Number of Projects	Price per Hour
Review submitted construction plans for compliance with all relevant codes, regulations and ordinances. Review construction permit applications to ensure completeness and compliance. Consult with engineers, architects, developers and contractors to review plans for potential compliance issues and design flaws. Review zoning applications for residential, industrial and commercial properties. Review a variety of building inspection tasks, including, but not limited to: Setbacks, Silt Fence, Sewer Tap/Backflow, Driveway, Sidewalk, Yards, Electrical, Mechanical and Plumbing.	Ad Hoc	\$150.00

2. Purchase Price. Client will pay to Service Provider and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum to be invoiced after .

Unless otherwise stated, Service Provider shall be responsible for all taxes in connection with the purchase of Services in this Agreement.

3. Payment. Payment for the Services will be by credit, debit, or check according to the following schedule:

A.15 days upon the completion of the services. Invoices will be sent via email to the client from Momentum. Invoices are sent on a weekly schedule from Momentum. If the client fails to provide the service payment upon the due date additional late fees may be applied as appropriate.





4. Inspection and Property Access. Client hereby grants to Service Provider property access as resulting from said services, until Client has paid Service Provider in full.

5. Notice of Materials Changes. Client agrees that due to the nature of the project process there is a hard deadline for all changes the Client may want. The hard deadline is noted within the drafted proposal, and it is understood that Service Provider will determine if the change is material. If Service Provider determines that the change is not material, then the Services will be billed to the Client as a fulfilled service. If the change is materials as deemed by Service Provider, then the Client may be charged appropriate Services Fees as described in the drafted proposal.

6. Delays. Client agrees that any delays to the project or services provided by the Service Provider will not entitle the Client to monetary damages in the event of potential delays.

7. Stop-work. At any time by written notice and at no cost, Service Provider may require the stop all or any Services of the project, and for any further period as mutually agreed. Immediately upon receipt of a Stop Work Order, Client will comply with its terms.

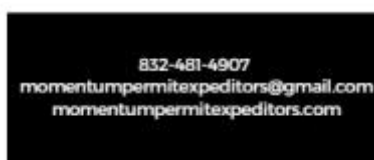
8. Security Interest. Client hereby grants to Service Provider a security interest in any final products resulting from said services, until Client has paid Service Provider in full. Client shall sign and deliver any document needed to perfect the security interest that Service Provider reasonably requests.

9. Force Majeure. Service Provider shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Service Provider's reasonable control.

10. Limitation of Liability. Service Provider will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Service Provider has been advised of the possibility of any such damage. In no event will Service Provider's liability exceed the price paid by Client for the Services giving rise to the claim or cause of action.

11. Assignment. Either Party may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.

12. Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.



832-481-4907

momentumpermitexpeditors@gmail.com

momentumpermitexpeditors.com



13. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, not including its conflicts of law provisions.

14. Disputes. Any dispute arising from this Agreement shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

15. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

16. Notices. Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

17. Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

18. Expiration Date. This Agreement shall only be valid 15 days from the date of draft. After the expiration date the Client may request another Agreement to be drafted by the Service Provider. The Client also agree the Agreement is only valid for this specific project and Client. This Agreement is nontransferable and will not be valid after the agreed upon period.

19. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.



YOU, THE CLIENT, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

Client Signature

Client Legal Name

Service Provider Signature

Momentum Permit Expeditors, LLC
Service Provider Full Name

CONCLUSION

We look forward to working with your company. If your company decides to do business with Momentum Permit Expeditors. All checks must be made to: Momentum Permit Expeditors, LLC Momentum Permit





Expeditors Specialist are Plan Reviewer and IBC Certified and CFM Certified (Certified Flood Manager). We also have a good established relationship with the different municipalities.

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RESOLUTION NO. 2024-082

A RESOLUTION APPROVING A CONTRACT WITH MOMENTUM PERMIT EXPEDITORS FOR THIRD-PARTY COMMERCIAL PLAN REVIEW SERVICES IN SUPPORT OF THE BUILDING AND INSPECTIONS DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS the Building & Permits Department needs the services of a certified commercial plan reviewer to assist in the timely review of commercial building plans for purposes of issuing building permits; and

WHEREAS, Momentum Permit Expeditors has qualified third-party plan reviewers available to assist with commercial plan reviews on a timely 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 proposal by Momentum Permit Expeditors.

SECTION 2: That the Mayor is hereby authorized to enter a contract with Momentum Permit Expeditors for the proposal attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 3rd day of July 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

CITY COMMISSION REGULAR MTG

(7) (f)

Meeting Date: 07/03/2024

Approve and award the contract for Bid #2024-256-- 34th Street Sidewalk Installation Project

Submitted For: Dj Hutchinson, Public Works **Submitted By:** Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

The Public Works Department is seeking approval for the City of Texas City's entry into a contract with **Scope Twenty-Eight LLC** for the construction of an approximate 1600 lineal feet of 5 foot wide concrete sidewalk and necessary drainage devices in the amount of **\$145,404.90**. The sidewalk will begin adjacent to the Mansions of Moses Lake Apartments and continue on the east side of 34th Street to Cherry Ave. This sidewalk has been needed and will benefit the residents of Texas City with safe passage by foot to the 34th St. soccer fields, area shopping, and provide exercise opportunities. (See Exhibit A)

BACKGROUND (Brief Summary)

This project was publicly bid per City of Texas City Purchasing Policies and Procedures and a total of fourteen bids from area contractors were received on June 20th, 2024 for this project. The low bid came in at **\$145,404.90** from **Scope Twenty-Eight LLC**. A bid tab for all bidders has been included. (See Exhibit B)

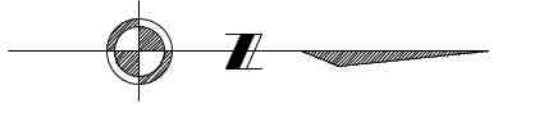
RECOMMENDATION

After careful review of the bid from **Scope Twenty-Eight LLC**, by the Public Works Department and ARKK Engineers, recommend that the Mayor and City Commission approve this contract for the aforementioned project. For more detailed information. (See Exhibit C)

Fiscal Impact

Attachments

- Exhibit A
 - Exhibit B
 - Exhibit C
 - Resolution
-



34th Street Sidewalk Installation Project
Bid #2024-456

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER		MIRANDA TRUCKING AND SERVICES, INC.	LAC SERVICES, LLC.	ALLY GENERAL SOLUTIONS, LLC.	AR TURNKEE CONSTRUCTION COMPANY, INC.	COLD RIVER CONCRETE CONSTRUCTION, LLC.	WILSON BUILDING SERVICES, INC.						
				SCOPE TWENTY EIGHT, LLC.													
(A) BASE BID ITEMS																	
1	Allowance for use by City for General Construction Items as directed by the Engineer (Fixed Amount: \$5,000.00)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	Traffic Control and Regulation, including flagmen, signs, barrels, barricades, relocating and replacing existing signs, complete in place the sum of:	LS	1	\$ 2,852.00	\$ 2,852.00	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00	\$ 1,200.00	\$ 1,200.00	\$ 11,000.00	\$ 11,000.00	\$ 1,200.00	\$ 1,200.00	\$ 5,000.00	\$ 5,000.00
3	Inlet Protection Barrier (IPB), Complete in Place, the Sum of:	EA	2	\$ 2,415.00	\$ 4,830.00	\$ 200.00	\$ 400.00	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00	\$ 50.00	\$ 100.00	\$ 685.00	\$ 1,370.00	\$ 150.00	\$ 300.00
4	Reinforced Filter fabric barrier, Complete in Place, the Sum of:	LF	1,348	\$ 0.90	\$ 1,213.20	\$ 3.00	\$ 4,044.00	\$ 2.00	\$ 2,696.00	\$ 1.00	\$ 1,348.00	\$ 2.00	\$ 2,696.00	\$ 4.00	\$ 5,392.00	\$ 4.00	\$ 5,392.00
5	Block sodding, Complete in Place, the Sum of:	SY	755	\$ 6.30	\$ 4,756.50	\$ 8.91	\$ 6,727.05	\$ 9.00	\$ 6,795.00	\$ 3.44	\$ 2,597.20	\$ 8.50	\$ 6,417.50	\$ 7.00	\$ 5,285.00	\$ 12.00	\$ 9,060.00
6	Hydromulch Seeding, Complete in Place, the Sum of:	AC	2	\$ 3,680.00	\$ 7,360.00	\$ 4,000.00	\$ 8,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,700.00	\$ 3,400.00	\$ 2,000.00	\$ 4,000.00	\$ 2,630.00	\$ 5,260.00	\$ 4,000.00	\$ 8,000.00
7	Select Fill Borrow, Complete in Place, the Sum of:	CY	210	\$ 22.40	\$ 4,704.00	\$ 20.00	\$ 4,200.00	\$ 25.00	\$ 5,250.00	\$ 8.00	\$ 1,680.00	\$ 20.00	\$ 4,200.00	\$ 29.00	\$ 6,090.00	\$ 35.00	\$ 7,350.00
8	Wheel Chair Ramp per ADA Requirements, Complete in Place, the Sum of:	EA	3	\$ 1,464.30	\$ 4,392.90	\$ 1,600.00	\$ 4,800.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00	\$ 1,190.00	\$ 3,570.00	\$ 2,500.00	\$ 7,500.00
9	4 1/2" Reinforced Concrete Sidewalk, Complete in Place, the Sum of:	SY	950	\$ 55.00	\$ 52,250.00	\$ 54.00	\$ 51,300.00	\$ 67.50	\$ 64,125.00	\$ 80.00	\$ 76,000.00	\$ 89.00	\$ 84,550.00	\$ 44.00	\$ 41,800.00	\$ 65.00	\$ 61,750.00
10	Remove & Replace 6-inch Thick Concrete Driveway, Complete in Place, the Sum of:	SY	68	\$ 111.60	\$ 7,588.80	\$ 83.00	\$ 5,644.00	\$ 120.00	\$ 8,160.00	\$ 86.00	\$ 5,848.00	\$ 111.00	\$ 7,548.00	\$ 64.00	\$ 4,352.00	\$ 95.00	\$ 6,460.00
11	Remove & replace exist. asphalt pavement, complete in place the sum of:	SY	13	\$ 247.70	\$ 3,220.10	\$ 65.00	\$ 845.00	\$ 100.00	\$ 1,300.00	\$ 238.00	\$ 3,094.00	\$ 121.00	\$ 1,573.00	\$ 1,457.00	\$ 18,941.00	\$ 200.00	\$ 2,600.00
12	Sidewalk Trench Drain per Details, Complete in Place, the Sum of:	EA	1	\$ 287.50	\$ 287.50	\$ 3,000.00	\$ 3,000.00	\$ 1,250.00	\$ 1,250.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,700.00	\$ 3,700.00	\$ 2,500.00	\$ 2,500.00
13	24-inch Storm Sewer, Complete in Place, the Sum of:	LF	76	\$ 165.60	\$ 12,585.60	\$ 170.00	\$ 12,920.00	\$ 155.00	\$ 11,780.00	\$ 130.00	\$ 9,880.00	\$ 103.00	\$ 7,828.00	\$ 300.00	\$ 22,800.00	\$ 200.00	\$ 15,200.00
14	30-inch Storm Sewer, Complete in Place, the Sum of:	LF	64	\$ 179.40	\$ 11,481.60	\$ 190.00	\$ 12,160.00	\$ 210.00	\$ 13,440.00	\$ 154.77	\$ 9,905.28	\$ 133.00	\$ 8,512.00	\$ 280.00	\$ 17,920.00	\$ 220.00	\$ 14,080.00
15	Type "A" Inlet, Complete in Place, the Sum of:	EA	1	\$ 1,552.50	\$ 1,552.50	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,975.00	\$ 7,975.00	\$ 3,800.00	\$ 3,800.00
16	Proposed Headwall per Detail, Complete in Place, the Sum of:	EA	1	\$ 5,865.00	\$ 5,865.00	\$ 10,400.00	\$ 10,400.00	\$ 3,500.00	\$ 3,500.00	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 11,675.00	\$ 11,675.00	\$ 7,500.00	\$ 7,500.00
17	24-inch Safety End Treatment, Complete in Place, the Sum of:	EA	2	\$ 4,197.50	\$ 8,395.00	\$ 3,000.00	\$ 6,000.00	\$ 1,500.00	\$ 3,000.00	\$ 3,100.00	\$ 6,200.00	\$ 2,000.00	\$ 4,000.00	\$ 2,450.00	\$ 4,900.00	\$ 3,200.00	\$ 6,400.00
18	Realignment and Regrading Ditch/Swale, complete in place the sum of:	LF	344	\$ 1.40	\$ 481.60	\$ 15.00	\$ 5,160.00	\$ 20.00	\$ 6,880.00	\$ 9.00	\$ 3,096.00	\$ 5.00	\$ 1,720.00	\$ 10.00	\$ 3,440.00	\$ 12.00	\$ 4,128.00
19	Reflectorized Pavement Markings Type II (White) (24") (Solid) - Furnish & Applied, including Surface Preparation, Complete in Place, the Sum of:	LF	54	\$ 10.90	\$ 588.60	\$ 36.00	\$ 1,944.00	\$ 10.00	\$ 540.00	\$ 8.00	\$ 432.00	\$ 40.00	\$ 2,160.00	\$ 27.00	\$ 1,458.00	\$ 55.00	\$ 2,970.00
(A) SUB-TOTAL BASE BID ITEMS:				\$ 139,404.90	\$ 139,404.90	\$ 148,044.05	\$ 148,044.05	\$ 156,516.00	\$ 156,516.00	\$ 156,080.48	\$ 156,080.48	\$ 168,304.50	\$ 168,304.50	\$ 172,128.00	\$ 172,128.00	\$ 174,990.00	\$ 174,990.00
(B) SUPPLEMENTAL BID ITEMS																	
20	Install extra cement stabilized sand backfill, Complete in Place, the Sum of:	CY	100	\$ 40.00	\$ 4,000.00	\$ 70.00	\$ 7,000.00	\$ 25.00	\$ 2,500.00	\$ 32.15	\$ 3,215.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00
21	Install extra bank sand backfill, Complete in Place, the Sum of:	CY	100	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 25.00	\$ 2,500.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00
(B) SUB-TOTAL SUPPLEMENTAL BID ITEMS:				\$ 6,000.00	\$ 6,000.00	\$ 9,000.00	\$ 9,000.00	\$ 4,500.00	\$ 4,500.00	\$ 5,215.00	\$ 5,215.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
TOTAL BASE BID ITEMS (A):				\$ 139,404.90	\$ 139,404.90	\$ 148,044.05	\$ 148,044.05	\$ 156,516.00	\$ 156,516.00	\$ 156,080.48	\$ 156,080.48	\$ 168,304.50	\$ 168,304.50	\$ 172,128.00	\$ 172,128.00	\$ 174,990.00	\$ 174,990.00
TOTAL SUPPLEMENTAL BID ITEMS (B):				\$ 6,000.00	\$ 6,000.00	\$ 9,000.00	\$ 9,000.00	\$ 4,500.00	\$ 4,500.00	\$ 5,215.00	\$ 5,215.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
TOTAL AMOUNT BID (A + B):				\$ 145,404.90	\$ 145,404.90	\$ 157,044.05	\$ 157,044.05	\$ 161,016.00	\$ 161,016.00	\$ 161,295.48	\$ 161,295.48	\$ 173,304.50	\$ 173,304.50	\$ 176,628.00	\$ 176,628.00	\$ 179,490.00	\$ 179,490.00
MATHEMATICAL ERROR CORRECTED BY ENGINEER																	

34th Street Sidewalk Installation Project
Bid #2024-456

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	METROCITY, LLC.		LUCAS CONSTRUCTION COMPANY, INC.		ARANDA BROTHERS CONSTRUCTION, INC.		GREENSCAPES SIX, LLC.		DVL ENTERPRISES, LLC.		HAYDEN PAVING, INC.		JERDON ENTERPRISE, LP.	
(A) BASE BID ITEMS																	
1	Allowance for use by City for General Construction Items as directed by the Engineer (Fixed Amount: \$5,000.00)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	Traffic Control and Regulation, including flagmen, signs, barrels, barricades, relocating and replacing existing signs, complete in place the sum of:	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 25,000.00	\$ 25,000.00	\$ 7,500.00	\$ 7,500.00	\$ 6,700.00	\$ 6,700.00
3	Inlet Protection Barrier (IPB), Complete in Place, the Sum of:	EA	2	\$ 350.00	\$ 700.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 1,000.00	\$ 2,000.00	\$ 100.00	\$ 200.00	\$ 250.00	\$ 500.00	\$ 240.00	\$ 480.00
4	Reinforced Filter fabric barrier, Complete in Place, the Sum of:	LF	1,348	\$ 4.00	\$ 5,392.00	\$ 2.00	\$ 2,696.00	\$ 5.00	\$ 6,740.00	\$ 8.00	\$ 10,784.00	\$ 3.00	\$ 4,044.00	\$ 5.00	\$ 6,740.00	\$ 3.40	\$ 4,583.20
5	Block sodding, Complete in Place, the Sum of:	SY	755	\$ 6.00	\$ 4,530.00	\$ 7.00	\$ 5,285.00	\$ 6.00	\$ 4,530.00	\$ 9.00	\$ 6,795.00	\$ 7.00	\$ 5,285.00	\$ 10.00	\$ 7,550.00	\$ 10.00	\$ 7,550.00
6	Hydromulch Seeding, Complete in Place, the Sum of:	AC	2	\$ 3,500.00	\$ 7,000.00	\$ 2,494.00	\$ 4,988.00	\$ 2,500.00	\$ 5,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,500.00	\$ 9,000.00	\$ 2,800.00	\$ 5,600.00
7	Select Fill Borrow, Complete in Place, the Sum of:	CY	210	\$ 15.00	\$ 3,150.00	\$ 25.00	\$ 5,250.00	\$ 20.00	\$ 4,200.00	\$ 100.00	\$ 21,000.00	\$ 20.00	\$ 4,200.00	\$ 15.00	\$ 3,150.00	\$ 67.00	\$ 14,070.00
8	Wheel Chair Ramp per ADA Requirements, Complete in Place, the Sum of:	EA	3	\$ 2,500.00	\$ 7,500.00	\$ 1,800.00	\$ 5,400.00	\$ 2,000.00	\$ 6,000.00	\$ 2,500.00	\$ 7,500.00	\$ 3,000.00	\$ 9,000.00	\$ 5,000.00	\$ 15,000.00	\$ 2,525.00	\$ 7,575.00
9	4 1/2" Reinforced Concrete Sidewalk, Complete in Place, the Sum of:	SY	950	\$ 102.00	\$ 96,900.00	\$ 100.00	\$ 95,000.00	\$ 80.00	\$ 76,000.00	\$ 60.00	\$ 57,000.00	\$ 80.00	\$ 76,000.00	\$ 120.00	\$ 114,000.00	\$ 151.00	\$ 143,450.00
10	Remove & Replace 6-inch Thick Concrete Driveway, Complete in Place, the Sum of:	SY	68	\$ 138.00	\$ 9,384.00	\$ 100.00	\$ 6,800.00	\$ 90.00	\$ 6,120.00	\$ 45.00	\$ 3,060.00	\$ 150.00	\$ 10,200.00	\$ 150.00	\$ 10,200.00	\$ 205.00	\$ 13,940.00
11	Remove & replace exist. asphalt pavement, complete in place the sum of:	SY	13	\$ 250.00	\$ 3,250.00	\$ 80.00	\$ 1,040.00	\$ 100.00	\$ 1,300.00	\$ 300.00	\$ 3,900.00	\$ 200.00	\$ 2,600.00	\$ 200.00	\$ 2,600.00	\$ 290.00	\$ 3,770.00
12	Sidewalk Trench Drain per Details, Complete in Place, the Sum of:	EA	1	\$ 750.00	\$ 750.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00
13	24-inch Storm Sewer, Complete in Place, the Sum of:	LF	76	\$ 113.00	\$ 8,588.00	\$ 150.00	\$ 11,400.00	\$ 200.00	\$ 15,200.00	\$ 280.00	\$ 21,280.00	\$ 200.00	\$ 15,200.00	\$ 200.00	\$ 15,200.00	\$ 319.00	\$ 24,244.00
14	30-inch Storm Sewer, Complete in Place, the Sum of:	LF	64	\$ 136.00	\$ 8,704.00	\$ 200.00	\$ 12,800.00	\$ 220.00	\$ 14,080.00	\$ 380.00	\$ 24,320.00	\$ 220.00	\$ 14,080.00	\$ 250.00	\$ 16,000.00	\$ 401.00	\$ 25,664.00
15	Type "A" Inlet, Complete in Place, the Sum of:	EA	1	\$ 3,200.00	\$ 3,200.00	\$ 4,000.00	\$ 4,000.00	\$ 5,400.00	\$ 5,400.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
16	Proposed Headwall per Detail, Complete in Place, the Sum of:	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00	\$ 20,000.00	\$ 20,000.00	\$ 3,500.00	\$ 3,500.00	\$ 9,500.00	\$ 9,500.00
17	24-inch Safety End Treatment, Complete in Place, the Sum of:	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,500.00	\$ 5,000.00	\$ 4,500.00	\$ 9,000.00	\$ 1,800.00	\$ 3,600.00
18	Realignment and Regrading Ditch/Swale, complete in place the sum of:	LF	344	\$ 10.00	\$ 3,440.00	\$ 10.00	\$ 3,440.00	\$ 20.00	\$ 6,880.00	\$ 20.00	\$ 6,880.00	\$ 30.00	\$ 10,320.00	\$ 25.00	\$ 8,600.00	\$ 11.00	\$ 3,784.00
19	ReflectORIZED Pavement Markings Type II (White) (24") (Solid) - Furnish & Applied, including Surface Preparation, Complete in Place, the Sum of:	LF	54	\$ 34.00	\$ 1,836.00	\$ 30.00	\$ 1,620.00	\$ 15.00	\$ 810.00	\$ 30.00	\$ 1,620.00	\$ 20.00	\$ 1,080.00	\$ 10.00	\$ 540.00	\$ 20.00	\$ 1,080.00
(A) SUB-TOTAL BASE BID ITEMS:				\$ 179,824.00	\$ 187,419.00	\$ 201,960.00	\$ 203,639.00	\$ 230,209.00	\$ 241,580.00	\$ 287,590.20							
(B) SUPPLEMENTAL BID ITEMS																	
20	Install extra cement stabilized sand backfill, Complete in Place, the Sum of:	CY	100	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 70.00	\$ 7,000.00	\$ 25.00	\$ 2,500.00	\$ 35.00	\$ 3,500.00	\$ 25.00	\$ 2,500.00
21	Install extra bank sand backfill, Complete in Place, the Sum of:	CY	100	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 25.00	\$ 2,500.00	\$ 30.00	\$ 3,000.00	\$ 20.00	\$ 2,000.00	\$ 30.00	\$ 3,000.00	\$ 25.00	\$ 2,500.00
(B) SUB-TOTAL SUPPLEMENTAL BID ITEMS:				\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 10,000.00	\$ 4,500.00	\$ 6,500.00	\$ 5,000.00							
TOTAL BASE BID ITEMS (A):				\$ 179,824.00	\$ 187,419.00	\$ 201,960.00	\$ 203,639.00	\$ 230,209.00	\$ 241,580.00	\$ 287,590.20							
TOTAL SUPPLEMENTAL BID ITEMS (B):				\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 10,000.00	\$ 4,500.00	\$ 6,500.00	\$ 5,000.00							
TOTAL AMOUNT BID (A + B):				\$ 184,324.00	\$ 191,919.00	\$ 206,960.00	\$ 213,639.00	\$ 234,709.00	\$ 248,080.00	\$ 292,590.20							
MATHEMATICAL ERROR CORRECTED BY ENGINEER																	



June 25, 2024

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

Re: **Letter of Recommendation for 34th Street Sidewalk Installation Project
Bid #2024-456**
City of Texas City
ARKK Job No. 24-023

Dear Mr. Haralson:

On June 20, 2024, fourteen (14) bids were received for the above referenced project. This project involves the construction of a new sidewalk that will connect the Mansions at Moses Lake to the 34th Street Soccer Fields. The distance of the new concrete sidewalk is approximately 1,600 linear feet. In addition to a new sidewalk, the project includes installation of a 24" & 30" RCP storm sewer system with inlets to facilitate installation of the sidewalk.

1. Bid Tabulation Sheet – Fourteen (14) 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>
Scope Twenty Eight, LLC.	\$145,404.90
Miranda Trucking and Services, Inc.	\$157,044.05
LAC Services, LLC.	\$161,016.00
Ally General Solutions, LLC.	\$161,295.48
AR Turnkey Construction Company, Inc.	\$173,304.50
Cold River Concrete Construction, LLC.	\$176,628.00
Wilson Building Services, Inc.	\$179,490.00
Metrocity, LLC.	\$184,324.00
Lucas Construction Company, Inc.	\$191,919.00
Aranda Brothers Construction, Inc.	\$206,960.00
Greenscapes Six, LLC.	\$213,639.00
DVL Enterprises, LLC.	\$234,709.00
Hayden Paving, Inc.	\$248,080.00
Jerdon Enterprise, LP.	\$292,590.20

2. Qualifications and References – Scope Twenty Eight, LLC. submitted a List of Qualifications and Subcontractors and Major Suppliers for this project. Based on the information provided, Scope Twenty Eight, LLC. has worked on projects of similar nature in the Greater Houston area.

ARKK's staff met with Scope Twenty Eight's management personnel to discuss the project requirements and the City's expectations. Scope Twenty Eight representatives indicated that they have the qualified personnel and experience to complete the work, and that they will complete the work successfully. Scope Twenty Eight's management personnel also indicated that they are excited with this opportunity.

Scope Twenty Eight, LLC. appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the **34th Street Sidewalk Installation Project to Scope Twenty Eight, LLC for a total amount of \$145,404.90.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



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

RESOLUTION NO. 2024-083

A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT BID NO. 2024-256 - 34TH STREET SIDEWALK INSTALLATION PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, this project was publicly bid per City of Texas City Purchasing Policies and Procedures, and a total of fourteen (14) bids from area contractors were received on June 20th, 2024, for this project; and,

WHEREAS, the low bid came in at \$145,404.90 from Scope Twenty-Eight LLC. A bid tab for all bidders has been herein attached as “**Exhibit B.**”

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 Scope Twenty-Eight LLC for Bid No. 2024-256 - 34th Street Sidewalk Installation Project.

SECTION 2: That the Mayor is hereby authorized to enter a contract with Scope Twenty-Eight LLC, for Bid No. 2024-256 - 34th Street Sidewalk Installation Project.

SECTION 3: That the Mayor is hereby authorized to approve change orders, not to exceed twenty-five (25%) of the total contract amount, without bringing the matter before the City Commission.

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

PASSED AND ADOPTED this 3rd day of July 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (g)

Meeting Date: 07/03/2024

Amending the City of Texas City Purchasing Policy and Procedure Manual

Submitted For: Gwynetheia Pope, Purchasing **Submitted By:** Gwynetheia Pope,
Purchasing

Department: Purchasing

Information

ACTION REQUEST

Approval to amend the Purchasing Policy and Procedure Manual to include 2 CFR part 200.338-327 Subpart D Post Federal Award Requirements.

BACKGROUND (Brief Summary)

It is recommended by the Purchasing Department to amend the Purchasing Policy and Procedures Manual to add to Section IV Procurement Policies and Procedures, Letter H: Federal Procurement, to include 2 CFR 200.318-327 Subpart D Post Federal Award Requirements. Revisions are in reference to the Code of Federal Regulations Post Federal Award Requirements updated as of June 6, 2024. Revisions are attached for your review.

RECOMMENDATION

It is recommended by the Purchasing Department to amend the Purchasing Policy and Procedures Manual to add 2 CFR 200.318-327 Subpart D Post Federal Award Requirements.

Fiscal Impact

Attachments

Purchasing Policy
Resolution



CITY OF TEXAS CITY
PURCHASING POLICIES AND PROCEDURES
MANUAL

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SECTION I
INTRODUCTION

INTRODUCTION

A. PURPOSE

This manual is intended to serve as a guide for all City of Texas City employees responsible for acquiring goods and services on behalf of the City of Texas City. Appointed officials and/or department heads delegate staff members to coordinate purchasing transactions. These policies are set forth to ensure compliance according to the City Charter, Code, and all statutes in effect for the State of Texas, as stated in the Texas Local Government Code - Chapter 252.

All governments in Texas must comply with State purchasing requirements. These laws were enacted to address past abuses and are primarily good business practices. The City of Texas City's purchasing philosophy is to provide departments with the tools and supplies to do their job with minimal delay and unnecessary bureaucracy. At the same time, ensure purchases are made following the state law.

This manual reflects the official administrative regulations for purchasing and payments in the City of Texas City. The employees involved in the expenditure and accounting of public monies must be fully aware of their responsibilities and limitations.

While this manual does not encompass every detail of all regulations, practices, and statutes governing purchasing and payment, it does provide the basic principles of sound procurement practices. Reference to this manual will aid City personnel in discharging their duties involving controlling and managing the City's assets while maintaining compliance with laws and regulations.

B. PURCHASING DEPARTMENT RESPONSIBILITIES

1. Administers Purchasing Manual for purchasing or contracting City supplies, equipment, services, and construction. Observe and enforce the policies as outlined herein and all related regulations.
2. Prepare and legally advertise all invitations to bid and hold pre-bid conferences and openings. Encourage competition and endeavor to obtain full and open participation in the bidding processes by all responsible vendors. Maintain confidentiality of all information used in the bidding process.
3. Maintain knowledge of current developments in purchasing, prices, market conditions, and new products. Secure for the City the benefits of research done in

purchasing by other governmental agencies and private businesses. Maintain knowledge of changes and updates about Purchasing in the Local Government Code.

4. Process department requisitions and purchase orders in a timely and efficient manner.
 5. Obtain bids, process all purchase orders for computers and technology-related items, and process state contract purchases, including State Requisitions.
 6. Assist departments in purchasing materials and services when requested.
 7. Cooperate with departments to develop specifications that identify the quantity and quality required, providing a basis for proper bid evaluation.
 8. Maintain all City maintenance, lease, rental, and copier agreements and prepare the Purchase orders.
 9. Maintain active computerized vendor files and specification files in such a manner as to maximize purchasing effectiveness.
 10. Maintain an active file of Insurance Certificates received for Vendors and Contractors.
 11. Promote standardization whenever possible in all areas of purchasing, such as general specifications, quality standards, performance standards, and equipment and supplies should be included in this format.
 12. Utilize all legitimate techniques such as volume, cooperative purchasing, buying, and annual contracts to keep costs as low as possible.
 13. Maintain relations with vendors.
 14. Monitor Supplier/Vendor performance and the conduct of ongoing supplier relations.
- C. **Departmental Responsibilities**
1. Comprehend, apply, and follow the Purchasing Manual.
 2. Prepare Purchase Requisitions in a timely and efficient manner.

3. Develop specifications and determine the quality of supplies, equipment, services, quantity, and the delivery date required.
4. Review sealed bids and proposals and recommend awarding contracts with assistance and input from Purchasing. Each Department Head shall prepare the documents and recommend the award of contracts or may defer this to Purchasing.
5. Each Department shall receive and inspect items delivered, report any shipments that fail to meet the purchase order, and notify Purchasing of all discrepancies and items that need to be returned.
6. The purchasing process is not instantaneous. Time is required to complete the steps stated in this manual. To accomplish timely purchasing of products and services at the least cost to the City of Texas City, all departments must cooperate fully.

D. **Code of Ethics**

Public employment is a public trust. It is the policy of the City of Texas City to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the City of Texas City. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially to ensure fair, competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City of Texas City procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with the City of Texas City also observe the ethical standards prescribed here.

1. It shall be a breach of ethics to attempt to realize personal gain through public employment with the City of Texas City by any conduct inconsistent with the proper discharge of the employee's duties.
2. It shall be a breach of ethics to attempt to influence any public employee of the City of Texas City to breach the standards of ethical conduct outlined in this code.
3. It shall be a breach of ethics for any employee of the City of Texas City to participate directly or indirectly in a procurement when the employee knows that:

- a.) The employee or any member of the employee's immediate family has a financial interest in the procurement.
 - b.) A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
 - c.) Any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
4. Gratuities - It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of Texas City, or for any employee or former employee of the City of Texas City, to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter about any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before this government.
5. Kickbacks - It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor for any contract for the City of Texas City, or any person associated therewith, as an inducement for the award of a subcontractor or order.
6. Contract Clause - The prohibition against gratuities and kickbacks prescribed above shall be conspicuously outlined in every contract and solicitation.
7. It shall be a breach of ethics for any employee or former employee of the City of Texas City to knowingly use confidential information for actual or anticipated personal gain or any person's actual or anticipated gain.

E. Conflict of Interest

In addition to the Code of Ethics, there is a Conflict-of-Interest Ordinance adopted by the City Commission in December 1995 prohibiting the use of Public Office for private gain.

ORDINANCE 95-25

AN ORDINANCE PROHIBITING THE USE OF PUBLIC OFFICE FOR PRIVATE GAIN; PROVIDING FOR PENALTIES FOR VIOLATION THEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE READING OF THIS ORDINANCE ON THREE SEPARATE OCCASIONS; AND PROVIDING THAT IT SHOULD BECOME EFFECTIVE UPON FINAL ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE LOCAL NEWSPAPER.

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

Section 1. Title of this Ordinance. This ordinance shall be known as the City of Texas City Conflicts of Interest Ordinance.

Section 2. No public official or employee shall engage in or accept private employment or render services for private interests when such employment or service is, directly or indirectly, in conflict with the proper discharge of that person's official duties; or which may affect or impair the official's independence of judgment or action in the performance of official duties.

Section 3. No public official or employee shall represent, directly or indirectly, any private person or interest: (1) before any City department, agency, commission, or board, except in matters of purely public or civic concern and then only without compensation or remuneration; or (2) In any action or proceeding against the interest of the City or in any litigation in which the City or any City department, agency, commission, or board is a party, but nothing herein shall limit the authority of the City Attorney and his staff, or (3) In any action or proceeding in the Municipal Court which was instituted by a public official or an employee in the course of that person's official duties, but nothing herein shall limit the authority of the City Attorney and his staff.

Section 4. No public official shall use confidential information obtained during the proper discharge of his/her official duties to advance the financial or other private interest of himself/herself or others.

Section 5. No public official or employee shall accept any gift, favor, service, or other thing of value, in excess of \$50.00 and which would reasonably be calculated to improperly influence him/her in the discharge of his/her official duties, and which would not be given or offered to him/her were he/she not a public official or an employee of the City of Texas City. No public official or employee shall grant in the discharge of his/her official duties any improper favor, service, or thing of value.

Section 6. A breach of an employee of any of the sections contained in this ordinance may result in the immediate reprimand, suspension and/or termination of the employee. Any breach of any of the sections contained in this ordinance by a public official shall

result in the matter being reviewed by the entire Commission and appropriate action taken by a majority vote of the Commission.

Section 7. If any section of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction or by an administrative agency, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 8. This ordinance shall be read on three separate days and become effective upon its final reading, passage and adoption and publication in the local newspaper.

PASSED AND FINALLY ADOPTED ON THIRD READING, this 20th day of December 1995.

F. **Circumvention of Purchasing**

To avoid the competitive bidding statutes, it is unlawful to knowingly or intentionally authorize separate, sequential, or component purchases.

Separate purchases mean purchases made separately of items that, in standard purchasing practices, would be purchased in one purchase.

Sequential purchases mean purchases made over a period of time of items that, in standard purchasing practices, would be purchased in one purchase.

Component purchases mean parts of an item that, in standard purchasing practices, would be purchased in one purchase.

G. **Enforcement/Penalties – For Violations of State Law**

a.) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Texas Local Government Code Subsection 252.021. An offense under this Subsection is a Class B misdemeanor.

b.) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021 other than by conduct described by Subsection (a.) An offense under this Subsection is a Class B misdemeanor.

c.) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter other than by conduct described by Subsection (a) or (b). An offense under this Subsection is a Class C misdemeanor.

d.) The final conviction of a municipal officer or employee for an offense under Section 252.062 (a) or (b) results in the immediate removal from office or employment of that person.

H. **Purchasing Violations**

The City of Texas City employees must follow the Purchasing Manual as outlined. Substantiated, intentional, or knowing violations of the Purchasing Manual by an employee may be cause for disciplinary action, up to and including termination of employment as determined by the Department Head or the Mayor.

SECTION II
LEGAL REQUIREMENT

LIST OF APPLICABLE REGULATIONS

Chapter 252 of the Local Government Code primarily covers City purchasing laws. Since the law is so fragmented, the listing of sections and the general content of each Act include but are not limited to, the following sections.

<u>Publication</u>	<u>Section</u>	<u>Description</u>
Local Government Code	252.0215	Historically Underutilized Business
Government Code	2251	Prompt Payment Act
Government Code	2252.002	Bids by Non-Resident Bidders
Government Code	2254	Professional Services Procurement Sub Chapter A- Act
Government Code	791	Inter-local Cooperation Act
Government Code	2258.001	Constructing of Public Works Wage Rates
Government Code	2253	Bond for Labor & Materials Performance Bonds
Local Government Code		
	Chapter 140	Miscellaneous Financial Provisions
	Chapter 171	Conflicts of Interest
	Chapter 252	Purchasing and Contract Authority
	Chapter 253	Sale or Lease of Property
	Chapter 271	Purchasing and Contracting Authority
	Subchapter A	Public Property Finance
	Subchapter B	Competitive Bidding – Certain Public Works Contracts
	Subchapter C	Certificate of Obligation Act
	Subchapter D	State Cooperation in Local Purchasing Programs
	Subchapter Z	Miscellaneous Provisions

<u>Publication</u>	<u>Section</u>	<u>Description</u>
Human Resource Code	122	Purchase of Products and Services of Blind and Severely Disabled
Code of Criminal Procedures	18.17	Disposition of Abandoned and Unclaimed Property
Texas Tax Code 151	.309 .310 .311	Exempts tangible personal property incorporated into realty of City from sales and use tax.

House Bill 1295 (Certificate of Interested Parties) This form will be filed with the Texas Ethics Commission by a business entity contracting with a governmental or State agency.

2CFR Part 200 Procurement procedures that may apply to federal award recipients when using federal funds for the entire life cycle of the federal award, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants. FEMA

Contract Review

The City Attorney reviews all pertinent documents, contracts, and legal instruments. Purchasing will use standard forms approved by the City Attorney.

SECTION III
VENDOR CONTACT AND INFORMATION

VENDOR CONTACT AND APPLICATION

A. Vendor Relations

The responsibility for establishing and maintaining relationships between the City and its vendors lies with the Purchasing Department. The intent is to minimize City departments from being burdened by visits from uninvited vendors and their representatives. Therefore, vendor relationships should be established and maintained by Purchasing to the extent feasible. This should not be construed as barring vendor contact by department personnel at their discretion.

Representatives of vendors shall be received by the Purchasing Department only by appointment to discuss products with the Purchasing staff. Vendor applications may be obtained during office hours, and catalogs/supplies may be left for review. Any helpful information received from interviews, catalogs, and brochures may be forwarded to departments by Purchasing.

B. Vendor List

Purchasing shall establish a Vendor List of bidders desiring to receive invitations to bid. The City does not pre-qualify vendors.

C. Vendor Performance

The Purchasing Department shall monitor Supplier/Vendor performance and the conduct of ongoing supplier relations, including:

- a.) The management of technical interchange activities
- b.) Audits of vendor costs.
- c.) Accounting for equipment and materials owned by them and located on the vendor's premises.
- d.) Feedback on vendor performance.
- e.) The resolution of delivery, product, quality, and service problems.
- f.) The handling of any claims against the vendor for failure to perform.

D. Vendor Removal Process and Documentation

Vendors may be rejected or removed for the following reasons:

1. Conviction of a criminal offense in connection with obtaining a public or private contract or subcontract or in the performance of such contract or subcontract.
2. Conviction under State or Federal statutes of embezzlement, records, or receiving stolen property.
3. Conviction under State or Federal anti-trust statutes arising out of submission of bids or proposals.
4. Failure without good cause to perform in accordance with the terms or conditions of any contract.
5. Removal by another government entity for cause.
6. Violation of the City's Code of Ethics or Conflict of Interest.
7. The vendor is delinquent in sales or ad-valorem tax.
8. Submission of a valid complaint documented by a user Department.

The Purchasing Department, in conjunction with the Department Head, shall determine whether to suspend a vendor for one year or remove a vendor from the City's vendor list. The Mayor's office shall be notified immediately of the removal of a vendor.

The Purchasing Department shall notify the vendor of the City's intent to remove or reject the vendor and the reasons for the removal. The proposed vendor may state in writing why removal is not warranted. Purchasing has 14 days to review and contact others before determining whether the vendor shall be removed. Written requests for appeals by the vendor shall be made to the Director of Finance. The decision of the Director of Finance is final.

SECTION IV
PROCUREMENT POLICIES AND PROCEDURES

PROCUREMENT POLICIES & PROCEDURES

For all purchases, rentals, or leases of goods, services, or construction, the following Purchase Requisition process will be observed regardless of the fund or funds from which the expenditure is being paid, including all related corporations.

A purchase order is required for every purchase made with City funds, regardless of the dollar amount. However, there are exceptions: direct pay, reimbursement, etc. The total purchase includes shipping, fees, and any other charges associated with the purchase. The information will be entered into the system through the requisition process.

A. Authorized List of Purchasers

A list from each Department of those individuals who are authorized to make purchases and who will enter requisitions will be provided to the Purchasing Department. It is recommended that there are a few designees per Department authorized to make purchases. Before designating an individual as an authorized purchaser, each person will be required to attend training(s) and be well-versed in the policies and procedures of purchasing. Only personnel on the list will be authorized to make purchases for the City.

Authorized purchasers cannot make purchases using their funds and request reimbursement without prior approval from the Purchasing Department or the department head due to tracking and sales tax.

Individuals authorized to enter requisitions shall keep their user I.D. and password information confidential and may not give this information to anyone or allow another person to use this information.

B. Approval of Expenditures

Each department budget is assigned to a department head and approved by the City Commission.

The department head will approve requisitions charged to the budget(s) assigned to them.

A department head may appoint alternate(s) to approve requisitions in the department head's absence, subject to prior approval by the Mayor or Finance Director.

Individuals authorized to approve requisitions shall keep their user I.D. and password information confidential and may not give this information to anyone or allow another person to use this information.

C. Purchases of \$0.01 - \$2,999.99

Competitive quotes are not required, although all departments are encouraged to compare prices and should always strive to obtain the best value.

1. A requisition needs to be submitted before making a purchase. If a purchase is made before submitting a Requisition, the items should be entered by 10:00 a.m. of the morning following the acquisition. The requisition must include the person entering the requisition, the requestor, the vendor, a detailed description of each item, the number of units, the appropriate general ledger account number, delivery/shipment location, shipping/delivery charges, delivery terms, the due date, and the unit price for each line item. Contact your department head to complete a budget transfer if funds are unavailable.
2. The requisition shall be reviewed by the department head whose budget is being charged for approval and to verify the general ledger account number.
3. When making a purchase, the purchaser must advise the Supplier that the City is tax-exempt before the transaction.
4. Purchasing will convert the requisition to a purchase order; this encumbers the funds.
5. Upon receipt of goods or services, the department designee shall verify the goods received with the packing slip and perform the receiving process in the system. Only enter the exact amount of what has been received.
6. All invoices are to be sent directly to Accounts Payable from the vendor. When an authorized purchaser picks up an item at a store and receives an invoice, the purchaser shall write the requisition or purchase order number on the invoice and send it to Accounts Payable.

Purchase orders will be printed for every purchase made and distributed to the departments by the Purchasing department.

7. Accounts payable will pay the invoice for all goods or services processed as received.

D. Bids/Quotes for purchases of \$3,000.00 – 49,999.99

- a) A procurement the Department will handle: the City requires the authorized purchaser to contact three vendors for competitive quotes for each line item and scan each quote into the system when entering the requisition.
- b) If the Department wants Purchasing to handle the procurement: Email or fax a detailed description of the item(s), quantity, and account number to the Purchasing office. Purchasing will contact three vendors for quotes and enter the requisition and quotes in the system.
- c) Contact at least two HUBS' (Historically Underutilized Businesses) on a rotating basis.

COMPETITIVE BIDDING CONCERNING HISTORICALLY UNDERUTILIZED BUSINESS. A municipality making an expenditure of more than \$3000 but less than \$50,000 shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller according to Chapter 2161 Government Code. If the list fails to identify a historically underutilized business in the county where the municipality is situated, the municipality is exempt from this section.

The Texas Comptroller of Public Accounts website allows you to search for HUB Vendors at <https://mycpa.cpa.state.tx.us>.

- d) Written quotes must be obtained and forwarded to Purchasing with the requisition number documented or electronically attached to the requisition in the purchasing software system.
 - e) For purchases where quotes are not solicited, enter one of the following descriptions in place of the quotes in the appropriate field on the requisition:
 - Contracts enter the Bid number.
 - Emergency - enter a description of the emergency.
 - Inter-local Agreement
 - Professional, Personal, and Planning Services
 - Sole Source
 - State Contract purchase
1. The requisition must include the person entering the requisition, the requestor, the vendor and a detailed description of each item, number of units, appropriate general ledger account number, delivery/shipment location, shipping/delivery charges, delivery

terms, the due date, and the unit price for each line item. Contact your department head to complete a budget transfer if funds are unavailable.

2. The requisition shall be reviewed by the department head whose budget is being charged for approval and to verify the general ledger account number.
3. For purchases of \$3,000 or more, the purchase requisition must be approved by the Purchasing Coordinator and the Director of Finance before making the purchase.
4. Upon approval(s), the Purchasing Department will convert requisitions entered and approved by 4:00 p.m. to a purchase order and encumber the funds. The purchase orders will be printed each morning in the Purchasing Department and distributed to the appropriate departments.
5. The authorized purchaser can then proceed with the order. The actual purchase order should be given to the Supplier, or at a minimum; the P.O. number needs to be given so all invoices and documentation relating to the purchase will reflect the purchase order number. The purchaser advises the Supplier that the City is tax-exempt before the transaction.
6. Upon receipt of goods or services, the department designee shall verify the goods received with the packing slip and perform the receiving process on the system. Only enter precisely what has been received.
7. Accounts payable will pay the invoice for all goods or services processed as received.

E. Purchases of \$50,000.00 or more

All purchases, rentals, or leases of goods, services, or construction anticipated to be \$50,000.00 or more require bids or proposals as outlined in Section V, Formal Sealed Bids and Proposals.

F. Emergencies

The definition of an Emergency purchase is a purchase that is required immediately to remedy a situation that endangers public safety, public health, or a public calamity or unforeseen damages to public property.

For example: An emergency requires the immediate purchase of items or services during non-business hours, such as weekends or holidays. In that case, the Department may make

such a purchase not following the policies and procedures outlined in this document. However, during the next business day, the Department must enter the requisition to obtain a purchase order number for the emergency purchase. Lack of planning does NOT constitute an emergency.

1. The Department Head shall contact the Director of Finance and the Mayor.
2. The department designee shall enter a purchase requisition with the pertinent information and an adequate explanation of the emergency. The Department Head should contact Purchasing to process the Purchase Order.
3. Bidding requirements are waived in emergencies.

G. Purchases that are to be handled by the Purchasing Department

1. **Technology-Related Items** - Departments must email the Director of Information Technology for all computer equipment, software, technology-related items, and service purchases. All requests must include a detailed description of the item(s), quantity, and account number. The Purchasing department will not process any request without prior written authorization from the Information Technology (I.T.) Director.

The request will be reviewed by the Information Technology (I.T.) Director for comments and technical evaluation. I.T. will prepare comments and alternatives if necessary. The IT Director will verify compliance with the computer equipment standard policies and procedures and prepare the technical specifications.

2. **Lease and Maintenance Agreements** - The City may execute, perform, and make payments under a contract with any person for the purchase or other acquisition of any personal property or financing thereof in accordance with Section 271.005 of the Texas State Statutes.

The contract may be in the form of a lease, a lease with an option or options to purchase, an installment purchase, or any other form considered appropriate by the City. The debt may be payable from a pledge of all or any part of the revenue, funds, or taxes available to the governing body. In entering into the contract, a municipality must comply with the requirement Chapter 252 pertaining to competitive bidding and competitive proposal requirements.

To determine the applicable bidding standards, Purchasing shall add the sum of all payments over the total contract period and issue the purchase order for all lease and maintenance agreements.

3. **State Contract Purchases** - All items to be purchased on the state contract through the Texas Facility Commission will be requested by completing a purchase requisition and obtaining department head Approval.

The Purchasing Department will complete all state forms and the State Purchase Requisition and place the orders for state contract purchases. In some instances, the Department will place the order, and Purchasing will follow up with confirming paperwork if the State allows.

H. Federal Procurement Policy

Adding to the Standard Terms and Conditions that accompany every contract and purchase order the following: City of Texas City agreements made under a Federal Award as defined in the CFR will adhere to the provisions described in **2 CFR § 200.318-327** Appendix II.

§ 200.318 General Procurement Standards.

- (a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.
- (b) (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)
 - (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

- (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)
- (1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction

§ 200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The nonfederal entity may use informal procurement methods to expedite the

completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) Micro-purchases —

(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) Non-Federal entity increase to the micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) Non-Federal entity increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) Small purchases —

(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

- (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- (2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:
- i. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - ii. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
 - iii. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
 - iv. The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.
- (3) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - (2) The item is available only from a single source;

- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- (5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

§ 200.323 Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or passthrough entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or passthrough entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
- (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
 - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder is equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a

contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to this part.

I. Types of Contracts or Purchases

The purchase requisition process outlined will be followed by an authorized purchaser or the Purchasing Department for the following types of purchases.

1. **Annual Contract Purchases** - Annual Contracts will be utilized for materials, supplies, or services regularly needed for City operation and will be competitively bid by the Purchasing Department.

Purchasing will provide each Department with the contract information as annual contracts are bid and awarded. Copies must be made in the Department and distributed to the authorized purchasers.

2. **Cooperative Purchasing Agreements** - The Inter-local Cooperation Act, Government Code Section 791, allows local governments to contract with and between each other to provide governmental functions and services and to join together in contracting with others to provide goods and services.

Local Government Code Chapter 271 allows local governments to purchase goods on the State's purchasing contracts and allows the State to solicit bids on the local government's behalf.

The City presently has inter-local contracts with Purchasing Cooperatives. These may be used to purchase goods and services for the City. The City can also join another entity with an Interlocal agreement to purchase goods or services at a more advantageous price or with better contract terms. If you would like to use a cooperative contract, please contact Purchasing for a list of current programs available and how to purchase using this process.

3. **Insurance Broker** - The City may select an insurance broker on a fee basis as the City's broker of record to obtain insurance proposals and coverages for all the City's liabilities, provided the broker of record may not be remunerated by any other source. This should

bar the broker from any commissions or insurance purchased by the City or from placement fees from any insurance company insuring the City.

4. **Professional, Personal, and Planning Services** - Professional services are exempted from the competitive bidding process and are procured through Request for Qualification (RFQ) documents. The Purchasing department is available to consult with departments regarding the preparation of information; however, the presentation of technical and qualifications aspects of personal and professional services included in the RFQ documents is the sole responsibility of the requesting Department.

Texas Government Code, Chapter 2254, Subchapter A, Professional Services, states that contracts to procure defined professional services may not be awarded based on competitive bids. Instead, they must be awarded on the basis:

1. Of demonstrated competence and qualifications to perform the services;
2. For a fair and reasonable price;
3. Fees are allowed;
4. Must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations; and
5. It may not exceed any maximum provided by law.

Those services should not be selected and awarded based on competitive bids. However, they shall be awarded based on demonstrated competence and qualifications for the services performed.

Contracts shall be awarded for those asking fair, reasonable prices, as long as the fees are not higher than published recommended practices and fees of the various associations and do not exceed the maximum provided by the State Law (Government Code Chapter 2254, Professional Services Procurement Act).

Professional Services under Government Code Chapter 2254 are defined as those "services within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing, or provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician, including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse."

The City shall use a two-step selection process. First, the entity shall select an individual or firm capable of performing the service based on demonstrated competence and qualifications. The City shall then enter into negotiations on the contract at a fair and reasonable price.

If the City cannot negotiate a satisfactory contract with the most highly qualified individual or firm, it shall formally end negotiations and proceed with the following most highly qualified until an agreement has been made. An agreement that violates this Act is void as against public policy.

Homeland Security Funds – Prior to procuring or entering into a contract(s) for any goods/services utilizing Homeland Security funds, the Purchasing Coordinator for the City must check the debarment status of the vendor using the EPLS system (<https://www.SAM.Gov>) and document that verification has been done. This policy applies to the procurement of all goods or services regardless of the cost or quantity.

The Purchasing Coordinator will search the EPLS system for the vendor. If the vendor is found to be debarred, that vendor may not be used for procurements utilizing Homeland Security Funds. If the vendor is not debarred, print the screen page, and retain it with the procurement documentation. A copy of the screen print indicating the vendor is not debarred at the time of purchase must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

Records of vendors verified should be retained for audit purposes (maintain a copy of the screen print verification from the EPLS website) throughout the record retention period for the particular grant.

I. Contract Cost and Price

1. The non-Federal entity must perform a cost or price analysis concerning every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. The method and degree of analysis are dependent on the facts surrounding the particular procurement situation. However, as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
2. The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
3. Cost or prices based on estimated costs for contracts under the Federal award are allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its cost principles that comply with the Federal cost principles.
4. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

J. Purchase Orders Not Required

Purchase Orders are not required for the following:

1. Travel or education reimbursement vouchers
2. telephone, utility, and garbage bills
3. Commission Salaries
4. Expense and travel report/mileage reimbursement
5. Petty Cash Vouchers
6. Withholding and FICA taxes and retirement
7. Election Salaries

K. Cancellation of a Purchase Order

The Purchasing Department, in conjunction with the department head, will review all outstanding purchase orders at least quarterly and may cancel merchandise that has not shipped within a 90-day period, subject to the Director of Finance's approval. Except for Capital Improvement Projects and other Capital items, as determined by the Finance Director, purchase orders over 90 days old may not be carried into the next fiscal year.

When a department wishes to cancel an order and a purchase order has been issued, an authorized purchaser shall send a copy of the purchase order to the Purchasing Department with an explanation so the purchase order can be canceled.

L. Open Records Policy

The release of bids is subject to the Public Information Act. Trade secrets and confidential information are not open for public inspection in competitive sealed bids. All proposals are available for public inspection after the contract is awarded, but trade secrets and confidential information are not available for public inspection. All requests for information about purchasing contracts, bids, and proposals must be in writing and directed to the City Attorney's office.

M. Prompt Payment

Section 2251 of the Government Code, commonly known as the Prompt Payment Act, sets out required deadlines for payment of a government's obligations to its vendors, requirements for vendor's payments to their subcontractors, and penalties for failure to comply with the Act and exceptions to the Act.

Unless the City provides otherwise on the purchase order or contracts, the Act requires political subdivisions to pay all payments owed not later than 30 days after the goods or services are received or the date the invoice is received, whichever is later. Interest automatically accrues at one percent (1%) per month. The Act also requires vendors to follow the same rules for payments to their subcontractors. Subcontractors must pay their suppliers, material men, and service members within ten days of receipt of their payment.

When the City believes an error is received from a vendor, it has until the 21st day after receipt to notify the vendor of the dispute. If resolved in favor of the City, the vendor must submit a new invoice, and the City has 30 days to pay. If the dispute is resolved in favor of the vendor, interest is due from the original date of the invoice. Notice shall be sent to the vendor by the Administration following discussions with the Department.

N. Sales Tax Exemption

Tangible personal property incorporated into the realty of the City under the Texas Tax Code 151.309 Or 51.310 is exempt from sales and use tax. This includes materials used in a lump sum and separated contracts.

In addition, tangible personal property that is necessary to the performance of a contract for the City is exempt if the property is completely consumed at the job sites. Tangible personal property is completely consumed if, after being used once for its intended purpose, it is used up or destroyed. Machinery and equipment are not exempted. The Contractor owes tax on the purchase, lease, or rental of machinery, equipment, repair or replacement parts, and accessories for the machine or equipment.

Taxable services purchased for use in performing the contract will be exempt from tax if the service is performed at the job site and the service is either expressly required under the Agreement or is integral to the performance of the contract.

The contractors issue sales and use tax-exempt certifications and Texas resale certificate forms directly to the suppliers.

SECTION V
FORMAL SEALED BIDS AND PROPOSALS

FORMAL SEALED BIDS AND PROPOSALS

The following process will be observed for those bids or proposals anticipated to be \$50,000.00 or greater, regardless of the fund or funds from which the expenditure is being paid, including all related corporations.

Competitive Sealed Bid: is used for procurement of goods or services, construction, repair, or renovation of a structure, road, highway, or other improvement or addition and is referred to as a BID.

Competitive Sealed Proposal: is used to procure high-technology products or other services. The specification is written using performance standards rather than the description of the good or service. Proposals may incorporate entirely different hardware or services to accomplish the same performance. Under Section 252.042 of the Local Government Code, requests for procurement of high technology must solicit quotations and specify the relative importance of price and other valuation factors. Referred to as an RFP- Request for Proposals.

A. Starting the Bid or Proposal Process

1. All projects, items to be purchased, the services desired, or the scope of work to be performed, subject to bid or proposal, must be submitted and approved by the department head and Mayor.
2. The department head must provide an appropriate general ledger account number that the Director of Finance has approved. Finance will prepare any required budget transfer or budget amendment.
3. Once approved by the department head and Mayor, the Specification, Scope of Work, or Scope of Service, requirements, Drawings, and other documents to be included in the bid package are forwarded to Purchasing.

A Specification or Scope of Work is no more than an accurate description of the material or equipment to be purchased or the work to be performed. All specifications shall be clear and definite and permit competitive bidding except for items that may be noncompetitive due to patent rights.

The Public Works Department or Transportation and Planning Department is responsible for contracting for public improvements, including construction work, repair or renovation of a structure, or other improvements to real property. Public Works or Transportation and Planning will prepare the technical specifications and may complete the bid specifications with input from the appropriate departments.

4. Once the department head and Mayor approve, the detailed description of the bid request, the number of units, the appropriate general ledger account number, and

delivery/shipment location must be sent to purchasing. Contact your department head to complete a budget transfer if funds are unavailable.

5. Purchasing will:

- a. Assign a bid number, prepare the bid package, and handle the sealed bid process.
- b. Reserve the Conference Room for the bid opening.
- c. Prepare the bid package forms and bid folder consisting of the Bid Register for all bids received, the Pre-Bid Sign-In Sheet, the Bid Opening Sign-In Sheet, and the Bid Tabulation to document the opening.

6. Purchasing will advertise the Notice to Bidders; the date of the first publication is at least 14 days before the date set for opening said bids. (21 days is preferred to allow more time for bidders to respond.)

In the case of public improvements, the City must mail a notice containing the information required to any organization that:

- a. Requests in advance that notices for bids be sent to it.
- b. Agrees in writing to pay the actual cost of mailing the notice; and
- c. Certifies that it circulates notices for bids to the construction trade in general.

The City shall mail a notice required on or before the date the first newspaper advertisement is published.

B. Bid or Proposal Documents

7. Notice to Bidders (Invitation to Bid) Requirements include:

- An identification number, Bid Number. Vendors must refer to this number when making inquiries and purchasing staff must be able to trace all transactions to this number.
- A description of the items to be purchased or the scope of work or services to be performed.
- States the address or location where a bid package may be obtained or examined.

- States the closing date and hour for submitting bids and proposals and the Purchasing office address where the bids are to be submitted.
 - States the time and place that bids will be opened.
8. **General Standard Terms/Conditions** – All conditions of doing business with the City remain constant for contracts and purchases unless specifically deleted or applicable.
9. **Instructions to Bidders, including, but not limited to:**
- A date, time, and place of where the bids are due and will be opened.
 - Bid Guarantee requirements, if applicable.
 - Performance and Payment Bond requirements, if applicable.
 - The factors to be used to evaluate the proposals and weights attached to each factor. Evaluation factors may include price, experience, ability to respond promptly, past recommendations, safety record, financial soundness, etc.
 - Contact personnel for information.
 - Bidder's Qualifications to bid.
 - Insurance Requirements.
10. **Special Conditions** - Terms and conditions specific to this bid, including the time to complete the project or delivery time and liquidated damages, if any.
11. **Specification or Scope of Work** - A detailed description of the item(s) to be purchased, the services desired, or the scope of work to be performed.
12. **Bid Form** - The offer: prices should be provided by the unit and total cost or by a lump sum.

C. **Receiving Bids or Proposals**

1. All bids and proposals will be received by the Purchasing Department and placed in a locked file until the date set for the opening. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.
2. Faxes or emails will not be accepted for sealed bids or proposals.

D. Opening Bids or Proposals

1. Purchasing will conduct the bid and proposal openings which will take place in the City Hall Conference Room, City Hall Council Room, or Public Works Conference Room.
2. All bids received will be publicly opened, read aloud, and documented at the bid opening.
3. All proposals will be opened but not read aloud. The contents of any proposal will not be disclosed to be available to competing offerors during the negotiation process. RFPs are public records only after the contract is awarded.
4. A bid that is opened may not be changed to correct an error in the bid price. The bidder may, however, withdraw a bid within 24 hours after the bid opening due to a material mistake in the bid.

E. Tabulating and Selecting

1. Bids - Purchasing will verify the bid totals. A Bid Tabulation will be prepared by the Department of Purchasing and attached to the recommendation.
2. Proposals - the price and other evaluation factors will be ranked and evaluated, and a tabulation of the results will be prepared and attached to the recommendation.
3. Discussions per the terms of the request for proposal may be conducted with offerors who submit proposals and are determined to be reasonably qualified for the contract award. Offerors shall be treated fairly and equally for discussing and reviewing proposals. Revisions may be permitted after submission and before the award to obtain the best final offers.
4. For procuring professional, personal, or planning services, the City shall use a two step selection process. First, the City shall select an individual or firm capable of performing the service based on their demonstrated competence and qualifications. The City shall then enter into negotiations on the contract at a fair and reasonable price. If the City is unable to negotiate a satisfactory contract with the most highly qualified individual or firm, it shall formally end negotiations and proceed with the next most highly qualified until an agreement is made.

In determining who the low bid is, the governmental entity may consider the safety record of the bidder if:

- a. The City Commission adopted a written definition and criteria for accurately determining the safety record of the bidder; and

- b. Has given notice to prospective bidders in the bid documents; and
- c. The determinations are not arbitrary and capricious.

F. Disqualifying Bidders

Bidders may be disqualified, and their Bid or Proposal not considered, among other reasons, for any of the following specific reasons:

1. Received after the date or time stated for the bid opening.
2. Unbalanced value of any items.
3. Reason for believing collusion exists among the Bidders.
4. They are interested in any litigation against the City.
5. Being in arrears on any existing contract or defaulting on a previous contract.
6. Lack of competency revealed by a financial statement, experience, equipment, questionnaires, etc.
7. Uncompleted work, which in the judgment of the City, will prevent or hinder the prompt completion of additional work if awarded.
8. Failure to correctly complete the bid form.
9. Failure to submit bid security.
10. Failure to acknowledge receipt of an Addendum.

G. Bid Protest

1. Protestors may file a protest at any phase of solicitation or award. The objection should be addressed to the Director of Finance, state the reasons for the protest, and include exhibits or other evidence substantiating their claim.
2. The protest should be before the award by City Commission. The City will delay the award until the next commission meeting until the Director of Finance has met with the Department head and Purchasing Department to discuss the protest. The decision of the Director of Finance is final.

H. Awarding / Rejecting of Bids or Proposals

The City's corporations, including but not limited to the Texas City Economic Development Corporation, Texas City Foreign Trade Zone Corporation, Public Facilities Corporation, Texas City Industrial Development Corporation, Texas City Cultural Arts Foundation, Texas City Historically Preservation Corporation, and any others that may be formed in the future, will have the fiscal year budget approved by the City Commission. Once the City Commission adopts a corporation's fiscal year budget, expenditures included in the budget will be approved by the Corporation's Board of Directors. They will not require subsequent approval by the City Commission. The City Commission shall, however, receive a copy of the awarded or rejected bid(s).

All formal bids or proposals, except as provided hereinabove, are presented to, and require approval and award by the City Commission, which may make an award or reject any or all bids or proposals.

All formal bids or proposals that are over-budget; do not meet specifications; or fall under any or all issues listed in item F - Disqualifying Bidders - Section V, Page 5 must go before City Commission for their approval to reject all bids received. The department head/project administrator must get prior approval from the Mayor to re-bid before the Commission considers the rejection of the preceding bid. Any re-bid is subject to the approval or rejection of all previous bids by the City Commission.

1. If the competitive bidding requirements apply to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or the bidder who provides the municipality's goods or services at the best value.
2. For proposals, the contract is awarded to the responsible offeror whose proposal is determined to be the lowest evaluated offer, considering the relative importance of the criteria stated in the Request for Proposals.
3. For professional services, the contract is awarded to the individual or firm asking for fair, reasonable prices, as long as the fees are not higher than published recommended practices and fees of the various associations and do not exceed the maximum provided by the State Law.
4. For public work/improvements, the contract may not be awarded to a bidder who is not the lowest unless:
 - a. Before the award is made, each low bidder is given notice by certified mail of the proposed award, and

- b. Each low bidder can appear before the City Commission and present evidence concerning the bidder's responsibility.

I. **Contracts and Purchase Orders**

1. Upon approval by the City Commission, Purchasing, or in some instances, the City Attorney's office or a consultant shall prepare the contract documents. Purchasing will send the contracts to the Supplier or Contractor to execute.
2. Upon receipt of signed contracts, bonds, insurance, and other documents requested in the bid, the contracts will be routed internally for the necessary signatures.
3. Purchasing will enter the purchase information in the system to encumber the funds.
4. Upon complete execution of the contracts, the purchase order and contracts will be distributed. The authorized purchaser can order goods or issue a written "Notice to Proceed" for a project. All invoices are to be sent directly to Accounts Payable from the vendor.
5. The successful bidder may not assign their rights and duties under an award without the written consent of the Mayor. Such consent shall not relieve the assignor of liability in the event of default by their assignee.

J. **Certificate of Insurance and Bonds**

1. The Purchasing Department shall collect the Certificates of Insurance, Performance Bonds, and Payment Bonds.
2. A master file of all insurance certificates will be maintained in the Purchasing Department.
3. Suitable and sufficient Performance and Payment Bonds must be in the total amount of the contract and executed per Chapter 2253, Government Code, with a surety company authorized to do business in this State.
4. The original bond(s) will be attached and filed with the City's contract.

K. **Non-Construction Change Orders**

All change orders will be routed through the Purchasing Department to ensure appropriate funds are available, verify the new contract amount, and revise the Purchase Order in the system.

Change Orders for purchases of materials, equipment, and supplies, **not construction** contracts, as per Section 252.048 of the Local Government Code:

1. If changes in plans or specifications are necessary after the performance of the contract has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
2. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated from available funds or is provided for by the authorization of the issuance of time warrants.
3. If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change order. (Finance Director or the Mayor)
4. The original contract price may not be increased under this section by more than 25 percent. Without the Contractor's consent, the initial contract price may not be decreased under this section by more than 25 percent.

L. **Construction Change Orders**

Change Orders for a construction contract as per section 271.060 of the Local Government Code. After the performance of a construction contract begins, the governing body may approve change orders if necessary to:

1. Make changes in plans or specifications; or
2. Decrease or increase the quantity of work to be performed or materials, equipment, or supplies to be furnished.
 - a. A change order may not increase the total cost of a contract unless a provision has been made to pay the added cost by appropriating current funds or bond funds for

that purpose, by the authorization of the issuance of certificates, or by a combination of those procedures.

- b. A contract with an original price of \$1 million or more may not be increased by more than 25 percent. If a change order for a contract with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, subsequent change orders may not increase the revised contract amount by more than 25 percent.
- c. A governing body may grant authority to an official or employee responsible for purchasing or administering a contract to approve a change order that involves an increase or decrease of \$50,000 or less.

M. Default on a Delivery

1. The City reserves the right to demand bond or liquidated damages to guarantee delivery by the date indicated. If the order is given and the Supplier fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability. All prices are to be F.O.B. Texas City, Texas, all freight prepaid.
2. In case of default of the successful bidder, the City of Texas City may procure the articles from other sources and hold the bidder responsible for any excess cost.

N. Receipt of Goods / Service or Project Completion

1. Upon receipt of goods or services or the completion of a project, the department designee shall verify the goods or services received and perform the receiving process on the system. Only entering precisely what has been received.
2. Accounts Payable will pay the invoice for all goods or services processed as received.

O. Annual Contracts

Material supplies or services regularly needed for city operation will be bid by the Purchasing Department throughout the year and awarded to the lowest and best bidder on a unit-cost basis. The following are the conditions of an annual contract:

1. In most instances, the length of the Agreement shall be for one (1) full year. The Purchasing Department may extend the contract for additional years if both parties are in Agreement and the unit rates are minimally changed or unchanged.

2. As per 252.047 Texas Local Government Code, the approximate quantities shall be provided in the bid documents. The City reserves the right to increase or decrease these quantities during the contract period.
3. The City reserves the right to cancel this Agreement upon thirty (30) days written notice with good cause.
4. Orders will be placed on an as-needed, when-needed basis.
5. The City reserves the right to require samples on any item before the bid award.
6. Purchasing will forward contract information to the departments. All City departments are required to use the annual contracts that are on file.

P. Recycled Materials

The City of Texas City supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials, please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions, costs, warranties, and percentage of recycled materials used to manufacture the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Q. Bidding Exemptions

The competitive bidding or proposal requirements do not apply and include the following:

1. Items purchased in case of public calamity, to relieve the citizens' needs, or to preserve City property.
2. Items purchased to protect the public health or safety of residents of the City.
3. Items that are necessary because of unforeseen damage to public property.
4. Procurement for personal, professional, or planning services.
5. Work that is performed and paid for by the day as the work progresses.
6. Purchase of land or a right-of-way.

7. Items available from only one source, such as:
 - a Patented, copyrighted, natural monopoly;
 - b Films, manuscripts, or books;
 - c Electric, gas, or other utilities;
 - d Captive replacement parts or components for equipment;
 - e Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the material
 - f Management services provided by a non-profit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.
8. Purchase of rare books, papers, and other library materials for a public library.
9. Paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on the property that will benefit from the improvements.
10. A public improvement project, already in progress, authorized by the voters of the City, for which funds are deficient for completing the project following the plans and purposes approved by the voters.
11. A payment under a contract by which a developer participates in constructing a public improvement as provided by Subchapter C, Chapter 212.
12. Personal property sold at a public auction by a licensed auctioneer or sold at a going-out-of-business sale or sold by another political subdivision of the State, a State agency or Federal government, or under an inter-local contract for cooperative purchasing administered by a regional planning commission established under Chapter 391.
13. Services performed by blind or severely disabled persons.
14. Goods purchased by the City for subsequent retail sale by the City.

SECTION VI
CITY'S PUBLIC AUCTION

(SECTION RESERVED FOR EXPANSION)

SECTION VII

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Whenever the City contracts with an outside party (Contractor, consultant, vendor, or concessionaire) for goods or services, the bid or request for proposal that is released to the public should include an indemnity clause (hold harmless clause), along with a contractual agreement, to be executed upon award of the contract, that transfers the risk of the project from the City to the Contractor. Because the Contractor may or may not have the financial resources to handle the risks transferred in the contract, the City requires that the Contractor purchase and maintain insurance for financial security.

Most contracts are tailored for individual projects and programs; therefore, every contact document should address certain insurance elements required. One of the most critical elements is the actual insurance coverage which includes the coverage types and limits that depend on the nature of the project/program. A summary of the various types of policies and the coverages they provide is illustrated in Exhibit 1 and is discussed in greater detail in the remainder of this section.

Although not all of the coverages are required for every project (and limits will vary by exposure), understanding the coverages provided by these policies is essential to ensure that all of the City's potential liabilities and vulnerabilities from the project are adequately protected.

EXCEPTIONS TO INSURANCE REQUIREMENTS

Periodically, the City will need to contract for small projects that attract only the smaller Contractor who typically does not carry any insurance except automobile and truck coverage (as required by State law). To complete these projects, Commercial General Liability Insurance may be waived, providing the project meets the following criteria:

1. The cost (including maintenance projects) is less than \$5,000.
2. The work performed will not be in public areas or will be performed after closing hours. Contractors hired for electrical or other hazardous projects must always be insured. Projects on or adjacent to public streets may or may not be insured at the discretion of the Department Head.
3. Commercial general liability insurance coverage will always be required if the work is under a City employee's direction or supervision.

4. **For Auto/Truck Liability Insurance**, if the Contractor's vehicles are used in the execution of these small projects, then auto and truck liability insurance must always be required (this is required by state law). The City may accept the State's minimum limits and waive the additional insured requirement. The Contractor must provide the City with proof of insurance before beginning work.

WORKERS COMPENSATION INSURANCE

BUILDING AND CONSTRUCTION PROJECTS

By State law, contractors and subcontractors hired for building and construction projects must always provide workers' compensation (w/c) insurance for their employees regardless of the project's cost. The Texas Labor Code defines building or construction as:

- a. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance.
- b. Remodeling, extending, repairing, or demolishing a structure; or
- c. Otherwise improving real property or an appurtenance to real property through similar activities.

EXCEPTION TO WORKERS' COMPENSATION INSURANCE

Sole Proprietor or Partnership

- a. W/C insurance is not required if the Contractor has no employees or subcontractors.

INDEPENDENT CONTRACTOR AGREEMENT

The Contractor must sign the City's one-page indemnity agreement/affirmation of independent contractor relationship form whenever insurance coverages are waived.

PROOF OF INSURANCE

Before commencing work, the Contractor must provide proof of insurance for those coverages required by the City.

INSURANCE REQUIREMENTS OF CONTRACTS

POLICY

PURPOSE OF COVERAGE

Commercial General Liability

Bodily Injury and property damage liability to third parties arising out of business premises or operations.

Comprehensive Auto Liability

Bodily injury and property damage liability to third parties arising from vehicles.

Worker's Compensation and Employer's Liability

Employees injured on the job.

Builder's Risk Insurance

Property Insurance (fire, theft, wind, "all-risk," etc. during construction.

Installation Floater

Property insurance for equipment installed at a City facility and stored on-site or at remote locations.

Owner & Contractor Protective Liability

Bodily injury and property damage to third parties arising from a specific project. The City is named insured.

Umbrella Liability

Excess liability coverage follows the form of the primary liability policies.

Excess Liability

Excess liability coverage for specific areas.

Professional Liability
(Errors & Omissions)

Bodily injury and property damage to third parties arising from the rendering or failure to render proper professional services.

Medical Malpractice Liability

Bodily injury & property damage arising from the rendering or failure.

Commercial General Liability (CGL) Insurance

The Contractor purchases the commercial general liability (CGL) policy to protect against third-party bodily injury and property damage liability claims arising from the premises and operations of the Contractor and their products and completed operations.

If properly structured, the CGL will also cover bodily injury and property damage liability of others the Contractor assumes in a contract; liability arising from specific personal and advertising injuries (such as libel, slander, and false arrest); certain medical payments; and fire legal liability. Exhibit 2 provides an overview of the various coverage provisions of the CGL and their purpose.

By naming the City of Texas City as an additional insured on this policy, the same protection is extended to the City for any covered loss arising from the actions of the Contractor or subcontractors. This protection is critical for the City should the City be named as a defendant in a legal action arising from the Contractor's negligence on a City project.

This policy's coverage can be triggered in two ways, depending on the type of CGL policy purchased by the Contractor:

- **Occurrence Trigger:**
When the loss occurs, the policy in force responds to the loss regardless of when the loss is presented; the project could be completed, and the policy expired some time ago, yet coverage would still be available. This is the Preferred CGL Policy for the City's protection.
- **Claims-Made Trigger:**
Policy coverage is triggered when the claim is presented to the insurer. The policy currently in effect at the time will respond to the loss. Due to certain time restrictions on claim reporting or if the Contractor no longer has a CGL, there may be no coverage. The Contractor and City could be held directly responsible for any claim settlement.

COMMERCIAL GENERAL LIABILITY (CGL)

Policy Overview

COVERAGE

PURPOSE OF COVERAGE

CGL Insuring Agreement

Bodily injury and property damage liability arising out of premises (on-site) or operations of the insured Contractor.

Fire Legal Liability

Fire damage liability to City owned premises arising from a tenant's operations.

Personal Injury Liability

False arrest, malicious prosecution, libel, slander, defamation of character.

Medical Payments

Medical expenses incurred by the general public while on the covered premises, regardless of proven fault.

Explosion, Collapse, and Underground Hazards

Property damage liability for blasting, excavating, land grading, tunneling, etc.

Liquor Liability

Bodily injury and property damage liability arising from selling, distributing, serving, or furnishing alcoholic beverages.

Contractual Liability

Liability is assumed in a contract.

SPECIFIC CGL COVERAGES FOR CITY CONTRACTS

Contractual Liability

Contractual liability coverage is designed to protect contractors, business firms, and others when they accept the liability of others through a contract. The Contractor transfers this assumed liability to the insurance company. Since the City's contracts transfer certain liabilities to the contracting parties, contractual liability coverage sufficient to cover those transferred liabilities is mandatory.

Medical Payments

Medical payment coverage covers medical expenses incurred by members of the general public or patrons while on the covered premises, regardless of fault.

For example, assume a contractor is doing renovation work at the City's library. A library patron trips over a cord and has minor injuries. The Contractor's medical payments coverage will respond to the medical expenses incurred, even if the patron wandered into a restricted construction area (the Contractor, their employees, tenants, subcontractors, and anyone eligible for workers' compensation are excluded from medical payments coverage). Insurance companies have found that the injured party is less likely to bring legal action against the Contractor and City by covering these expenses.

Explosion, Collapse, and Underground Hazards (XCU)

Explosion, Collapse, and underground hazards often are excluded explicitly by the endorsement of the CGL policy. This precludes coverage for property damage liability arising from blasting, excavating, grading or land, pipeline construction, tunneling, welding, or cutting. Because of the nature and scope of the City's construction projects, this coverage is often specifically required.

OTHER TYPES OF INSURANCE POLICIES

Comprehensive Automobile Liability Insurance

The ownership or operation of an automobile or truck (a land motor vehicle, trailer, or semi-trailer designed for public road use) exposes the Contractor (and the City) to potentially significant financial losses. The Contractor can be held legally liable to others for bodily injury and property damage from automobiles. Whenever a City contract involves the use of automobiles within the scope of performing the contract, the Contractor must maintain an auto liability policy throughout the duration of the contract.

The policy must include coverage for the following:

- Owned/leased automobiles (the Contractor owns or leases).
- Non-owned automobiles (autos that are not owned, leased, hired, or borrowed by the Contractor; includes autos owned by Contractor's employees); and
- Hired automobiles (autos the contractor hires, rents, or borrows, but not from an employee).

Workers' Compensation and Employer's Liability Insurance

If an employee of the Contractor suffers a job-related injury (including death) due to an accident or occupational disease, the Contractor will be required by state statute to make benefit payments to that employee and their family.

Workers' compensation insurance provides coverage that complies with state law requirements. Under Texas law, employers with at least one employee are eligible for workers' compensation coverage. There is no policy limit for benefits payable under workers' compensation insurance as the level of benefits is statutorily prescribed.

Situations may arise where a work-related injury suffered by the Contractor's employee is not covered under workers' compensation law. A common lawsuit might be brought against the Contractor in such a case. Workers' compensation coverage does not cover this type of suit and is also excluded under the Contractor's commercial general liability insurance.

The employer's liability is included as additional coverage in the workers' compensation policy to avoid this coverage gap. Employers' liability limits are typically \$100,000 per employee for occupational disease, a \$500,000 policy limit for disease: and \$100,000 for any other loss occurrence.

NOTE: Section 406.906 of the Texas Labor Code requires that in a building or Construction contract entered by the City, the City shall require the Contractor to certify in writing that the Contractor provides workers' compensation insurance coverage for all employees of the Contractor employed on the City's project. A subcontractor on the project must provide such

a certificate to the general Contractor relating to the coverage of the subcontractor's employees. The general Contractor shall provide the certificate of a subcontractor to the City.

In this section, "building or construction" includes:

- Erecting or preparing to erect structures, including buildings, bridges, roadways, public utility facilities, or related appurtenances.
- Remodeling, extending, repairing, or demolishing a structure; or
- Otherwise, improving real property or appurtenances to real property through similar activities.

Builder's Risk Insurance

During construction, there is an exposure to direct property loss (fire, windstorm, theft, etc.) of equipment and materials at the construction location and to work already in place. Builder's risk insurance, purchased by the Contractor, is designed to cover this property, which the City has an interest in but has not yet accepted.

The City requires that, in all construction contracts, the builder's risk coverage be written on an "all-risk" basis with a limit equal to 100% of the project value.

Installation Floater Policy

The installation floater policy is similar to the builder's risk coverage. However, if the installation of valuable equipment does not involve a construction project, an installation floater may be required to protect the City's interest in the property to be installed. An installation floater covers equipment items before installation at a permanent site.

The policy provides coverage for property to be installed while:

- At the installation site.
- Temporarily in storage at other locations; and
- In transit.

Owners and Contractors Protective Liability

The Contractor purchases owners' and contractors' protective liability (OCP) insurance for a specific project on behalf of the City of Texas City. The OCP policy affords protection to the City for liability arising from the contractor's or subcontractor's negligence on a City project. The coverage afforded by an OCP policy is nearly identical to the coverage provided by the commercial general liability (CGL) policy that names the City of Texas City as an additional insured. However, the CGL policy covers! Operations of the Contractor, subject to the policy's limits of liability; the OCP affords specific policy limits for the particular City project it covers.

The project's size and the Contractor's size are often the determining factors in when an OCP policy will be required.

Umbrella Liability Insurance

An umbrella liability policy is essential for protecting the City because of its high liability limits. An umbrella policy is generally designed to fulfill three basic functions:

- Extend the limits of the primary (underlying, CGL, business auto, employer's, etc.) liability policies.
- Replace primary coverage once the primary aggregate limits of liability have been exhausted through claims; and
- Afford broader coverage (in some areas) than primary policies provide, subject to a retention (deductible) amount.

For example, if the City's contract required \$1 million liability limits for the CGL and auto coverages, and \$100,000 employer's liability coverage, plus a \$5 million umbrella policy, total limits available to the Contractor (and protection for the City) would be \$6 million general liability \$6 million auto liability, and \$5.1 million employer's liability.

When is an umbrella policy required?

An umbrella policy will be required on City projects where high liability exposures exist. Unfortunately, there is no standard policy, so the specifications must be carefully worded to ensure proper coverage.

Excess Liability Insurance

An excess liability policy provides specific coverage above a specified amount up to a specified amount. Excess liability coverage is never broader than the primary coverage. It applies excess of what is covered by and defined in the primary policies. However, in many cases, the excess coverage will be narrower than that provided in the primary policies. A straight "excess" policy is distinguished from an "umbrella" policy in that the umbrella policy generally affords broad blanket excess liability coverage that follows the form of the primary policies and may apply in certain areas not covered by underlying policies.

On the other hand, an excess policy may be structured to apply to general liability but not auto liability. Or the excess policy may apply to auto liability and certain general liability exposures.

When is an excess policy required?

An excess policy may be required on City projects where high liability exposures exist. It may be cheaper to purchase than an umbrella policy, but the coverage requirement must be carefully worded to ensure proper protection for the Contractor and the City.

Professional Liability (Errors & Omissions) Insurance

Professional Liability coverage, often called errors and omissions, responds to bodily injury or property damage arising from the Contractor's failure to render proper professional services.

Various types of professional liability coverage may be required, depending on the nature of the contract. Types of professional liability insurance that may be necessary include architects/engineers, surveyors, consultants, physicians, nurses, counselors, collectors, fiduciaries, data processors, lawyers, insurance agents, accountants, and laboratories.

Medical Malpractice Liability Insurance

This insurance is similar to professional liability insurance for engineers, architects, and others but is designed specifically for medical professionals. Medical malpractice insurance provides coverage for liability arising out of the rendering or failure to render proper medical services.

Depending on the nature of the contract, the City may require the following:

- Physicians' professional liability, Nurses' professional liability.

INDEMNIFICATION

The Contractor agrees to defend, indemnify, and hold the City of Texas City and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of Contractor, or any agent, servant, or employee of Contractor in the execution of performance of this contract, without regard to whether such persons are under the direction of City agents or employees.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with the Contractor.

The Contractor agrees to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations described here have been paid, discharged, or waived.

INDEPENDENT CONTRACTOR

The Contractor acknowledges that the Contractor is an independent contractor of the City and is not an employee, agent, official, or other representative of the City. The Contractor shall not represent, either expressly or through implication, that the Contractor is an employee, agent, official, or representative of the City. Income taxes, self-employment taxes, social security taxes, and the like are the sole responsibility of the Contractor.

WORKERS' COMPENSATION INSURANCE FOR BUILDING and CONSTRUCTION PROJECTS

The Contractor agrees to provide workers' compensation insurance for all of the Contractor's employees performing work on this project and contractually require each person with whom it contracts to provide workers' compensation coverage as defined in the Texas Workers' Compensation Act, Rule 28.

I have read, understand, and agree to the terms of these provisions.

Company Name _____ Company Official _____

Signature _____

Title _____ Date _____

RESOLUTION NO. 2024-084

A RESOLUTION AMENDING THE PURCHASING POLICY AND PROCEDURE MANUAL TO INCLUDE 2 CFR PART 200.338-327 SUBPART D POST FEDERAL AWARD REQUIREMENTS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, it is recommended by the Purchasing Department to amend the Purchasing Policy and Procedures Manual to add to Section IV Procurement Policies and Procedures, Letter H: Federal Procurement, to include 2 CFR 200.318-327 Subpart D Post Federal Award Requirements; and

WHEREAS, revisions are in reference to the Code of Federal Regulations Post Federal Award Requirements updated as of June 6, 2024.

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

SECTION 1: The City Commission of the City of Texas City, Texas, hereby amends the Purchasing Policy and Procedure Manual to include 2 CFR part 200.338-327 Subpart D Post Federal Award Requirements, as set out on **Exhibit “A,”** attached hereto and incorporated herein for all intents and purposes.

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

PASSED AND ADOPTED this 3rd day of July 2024

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (h)

Meeting Date: 07/03/2024

Bayou Golf Advisory Board- Bylaws

Submitted For: Michael Skiba, Recreation and Tourism

Submitted By: Rhomari Leigh, City Secretary

Department: Bayou Golf Course

Information

ACTION REQUEST

Consider and take action on Resolution No. 2024-085, accepting updates made to the Bayou Golf Course Advisory Boards Bylaws. (City Secretary)

BACKGROUND (Brief Summary)

There was a need to amend/ update the by-laws of the Bayou Golf Course Advisory Board (BGCAB) needed to be amended/updated regarding membership, duties and responsibilities, and meeting procedures.

There is no fiscal impact for this item.

RECOMMENDATION

It is the recommendation of City Staff to consider the adoption of this item.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2024-085

A RESOLUTION ESTABLISHING NEW REQUIREMENTS RELATED TO COMMITTEE MEMBERSHIP, REMOVAL FROM OFFICE AND VACANCIES, DUTIES AND RESPONSIBILITIES, QUORUM AND VOTING, AND MEETING PROCEDURES FOR THE BAYOU GOLF COURSE ADVISORY BOARD.

WHEREAS, on January 5, 1972, the City Commission established the Bayou Golf Course Advisory Board (BGCAB) for the purpose of advising, assisting, and recommending to the Director regarding the operations of the Golf Course, with the approval of the City Commission. This Board consisted of seven (7) members; and

WHEREAS, it is the desire of City staff to establish requirements for involvement by the Bayou Golf Course Advisory Board (BGCAB) as it relates to membership, duties and responsibilities, and meeting procedures.

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

SECTION 1: The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2: COMMITTEE MEMBERSHIP

The Bayou Golf Course Advisory Board (BGCAB) shall be composed of seven (7) regular voting members appointed by the City Commission. Each member shall be a resident of the city.

In addition to the regular voting members of the Board, the City's Head Golf Professional shall serve as a liaison of the Board with no voting privileges.

All BGCAB members shall receive no salary or compensation for serving on the Board, with the exception of the Head Golf Professional, who shall receive no extra compensation other than as an employee of the City of Texas City.

SECTION 3: TERMS OF OFFICE

The BGCAB members shall hold office and serve from and after the date of their respective appointments, subject to the conditions provided herein.

That each member of the Board shall serve for a two-year staggered term.

There are no limits to the number of consecutive terms Board members may serve.

SECTION 4: REMOVAL FROM OFFICE AND VACANCIES

Any committee member may be removed at any time by a majority vote of the City Commission for inefficiency, neglect of duty, malfeasance in office, or failure to maintain eligibility.

A vacancy arises if any committee member is absent from three (3) consecutive regular meetings or resigns.

If, for any reason, the position of any committee member shall have been vacated by removal or otherwise, the appointment and confirmation to fill such vacancy shall be made by the City Commission for the unexpired term of the vacated office.

SECTION 5: DUTIES AND RESPONSIBILITIES

The BGCAB members shall have the following duties and responsibilities:

The Board shall not exercise any executive authority or power, but it shall act in an advisory capacity to the Parks, Recreation, and Tourism Department, the City Commission, and the Head Golf Pro in matters pertaining to the golf course, including fees and fee structures.

The Board shall cooperate with other agencies and civic groups in the advancement of sound golf course operations, activities, planning and programming.

The Board shall present the City Commission with a written report no less than once per year or when requested by the City Commission.

SECTION 6: QUORUM AND VOTING

A minimum of four (4) Board members are needed to form a quorum.

An official recommendation requires a majority vote of the quorum of Board members present (e.g., 4 of 7 members present, 3 of 4 members present).

SECTION 7: MEETING PROCEDURES

All meetings of the Bayou Golf Course Advisory Board shall be open to the public and shall be governed by the Open Meetings Act.

The voting membership of the Bayou Golf Course Advisory Board shall elect, at their annual meeting each year, a Chairperson and Vice-Chairperson to serve a term of one year to conduct the meetings, and the voting members shall fill any vacancy in either of the offices of Chairperson or Vice- Chairperson.

The Board will meet regularly on the second Thursday of every other month at 11:30 a.m.

The Head Golf Pro or his/her designee will serve as the Committee's Secretary. They shall be responsible for preparing and posting the Board's agendas and keeping and recording meeting minutes. It shall be the committee's duty to approve the minutes for each meeting.

Any member of the Board may submit an agenda item request to the Chairperson to be considered for the meeting agenda.

PASSED AND ADOPTED this 3rd day of July 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 07/03/2024

Approve a variance from the 60ft standard width to 50ft width for the public street right of way between Woodrow Dr and the southern boundary of the Memorial Village Subdivision through Lot 25 in the Mary A. Patrick Subdivision, commonly known as 6324 Woodrow Street, all other street standards to remain unchanged.

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Approve a variance from the 60ft standard width to 50ft width for the public street right of way between Woodrow Dr and the southern boundary of the Memorial Village Subdivision through Lot 25 in the Mary A. Patrick Subdivision, commonly known as 6324 Woodrow Street, with all other street standards are to remain unchanged.

BACKGROUND (Brief Summary)

Luton Development Company, on behalf of the owner Robbi Langley, Riff Ram Investments, LLC, proposes to develop a 99-lot subdivision on 32 acres of land situated south of Memorial Drive and east of Westward St and the Simms Elementary School. The property is located north and east of the Westward Church of Christ, being separated by a powerline and an unopened street right of way. To provide for a second entry, the developer acquired Lot 25 of the Mary A. Patrick Subdivision which abuts the southern boundary of the property. The lot is 50ft wide, which is less than the standard 60ft right of way required for a local city street.

RECOMMENDATION

Staff recommend approval of the variance from 60ft to 50ft right of way width of 105.70 feet to allow the construction of a connecting public street from Woodrow Street to the south boundary of the proposed Memorial Village Subdivision upon condition that the developer install a fence, screening wall or landscaping buffer at the property line along the length of the reduced right of way to mitigate impact to the adjacent properties.

Fiscal Impact

Attachments

Memorial Village Summary
Ordinance

Subdivision Master Plan Submittal

Memorial Enclave



Luton Development Company is pleased to present a proposed 99-lot subdivision called Memorial Enclave. Situated on approximately 32 acres, this in-fill location is immediately east of Simms Elementary School and an ideal location to offer new homes with easy access to Highway 3 and the Emmet F. Lowry Expressway. The proposed subdivision is planned to incorporate a centralized wet bottom amenity pond with a walking trail for the residents to enjoy. Within walking distance to Carver Park, the new Elementary and Middle Schools, places of worship and commercial developments; future residents will enjoy easy access to some of the best features of Texas City.

The subdivision layout provides an enjoyable sense of arrival from Memorial Drive into the community. Great traffic circulation will minimize the number of intersections while providing an amenity lake that a significant portion of the homes will back to for private enjoyment. A reserve

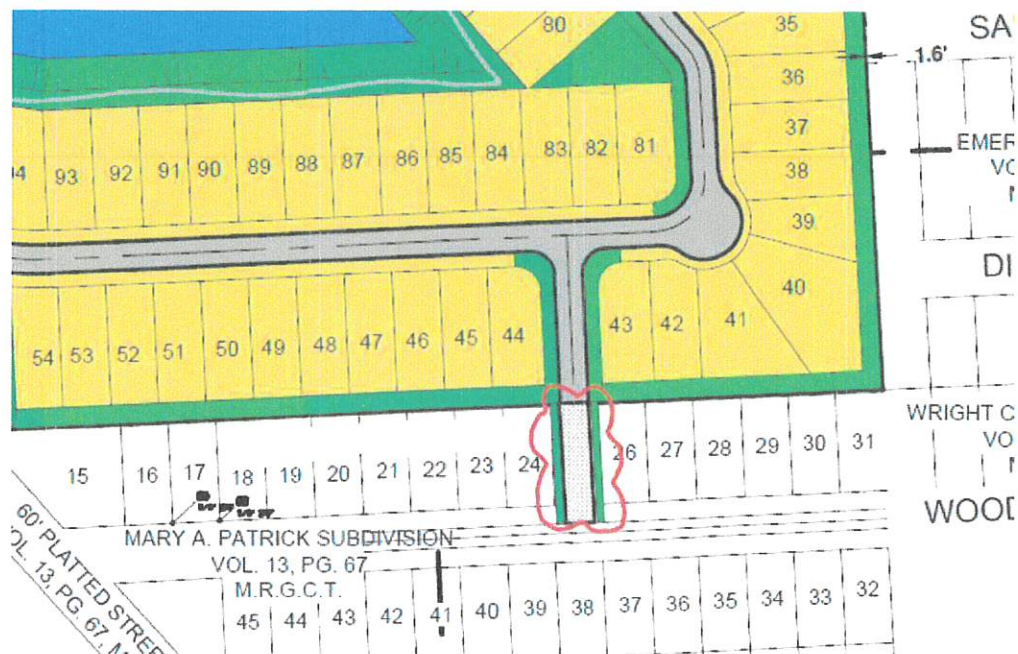
along the perimeter of the community is planned to assist with transitional grading and collection of offsite drainage. The outfall for the proposed detention system will tie directly into the drainage ditch immediately adjacent to the community owned by Galveston County Drainage District #2 ("DD2").

The property is currently zoned District "A" and can be served by existing City water and sewer infrastructure. All the lots are planned to be developed in a single plat with one phase of construction. The proposed lots are typically 50'x120' in size that meets the current development criteria and all the new streets in Memorial Enclave will fall within a 60' right-of-way (with the exception of Lot 25 discussed below.)

A portion of the property along Memorial Drive already lies within the boundaries of Galveston County MUD #66 ("MUD") but the remainder will not be annexed into the MUD. There won't be any taxable improvements built on the portion of the property already in the limits of the MUD and the development will not be eligible for any reimbursements or other benefits that might be available from a special district. The future homeowners of Memorial Enclave will have the typical tax rates imposed on their property commonly found in the City.

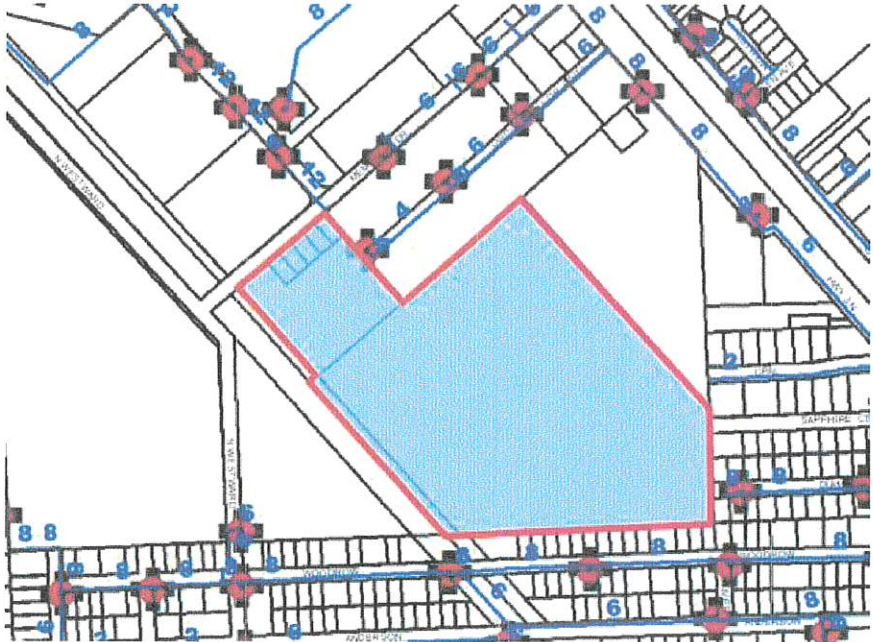
Lot 25 in the Mary A. Patrick subdivision, commonly known as 6324 Woodrow Street will be included in the overall subdivision plat. This lot is planned to be replatted from a vacant residential lot into a 50' right-of-way to provide a 2nd point of emergency only access/egress into the community (see Diagram "A"). A variance to approve a 50' right-of-way (from the standard 60' width) is hereby requested as the only deviation from the current development guidelines. This location is the only reasonable means to provide a 2nd point of access into the community and is based on recommendations of City Staff to avoid a physical connection to Sapphire Court or Diamond Court to the east.

Diagram "A"



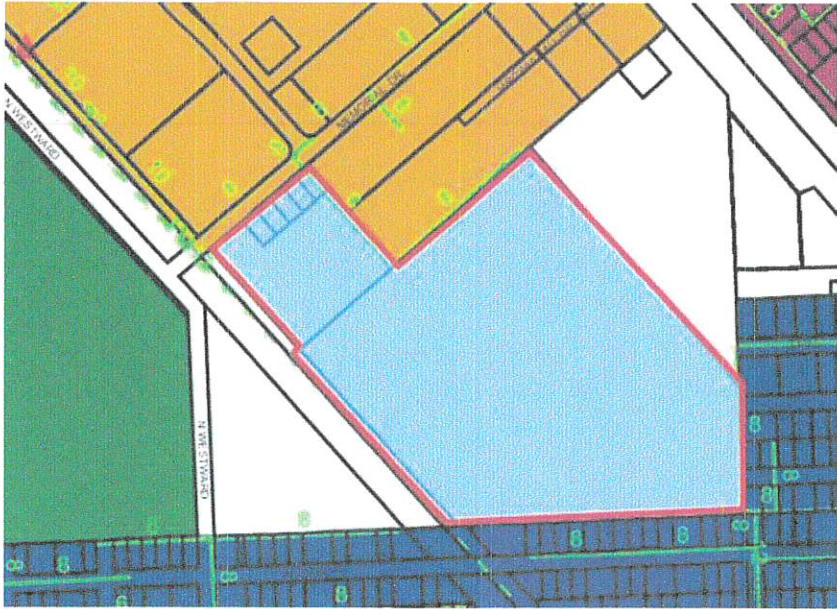
Existing City water lines run along Memorial Drive and Woodrow Street provide numerous tie-ins for a looped water system that will ultimately benefit the surrounding area. (see Diagram "B")

Diagram "B"



Existing City sanitary sewer lines exist immediately north, east, and south of the 32 acres providing multiple options to tie into. The design Engineer will determine the most efficient layout for ease of installation and future maintenance. (see Diagram "C")

Diagram "C"



No pipelines, buildings, utilities, railroads, or canals exist on the property. DD2 has an existing 20' easement on part of the western boundary that will not impact the planned right-of-way, lots, detention system or open space. The property lies within in the 500-year (0.2% chance) flood zone. As such it does not lie within the mapped 100-year (1% chance) flood plain or flood way. The two planned ponds will be interconnected and designed to accommodate all of the DD2 mitigation and detention requirements.

We thank you for your consideration and look forward to working with the City to deliver a new enclave of homes to support a growing population.



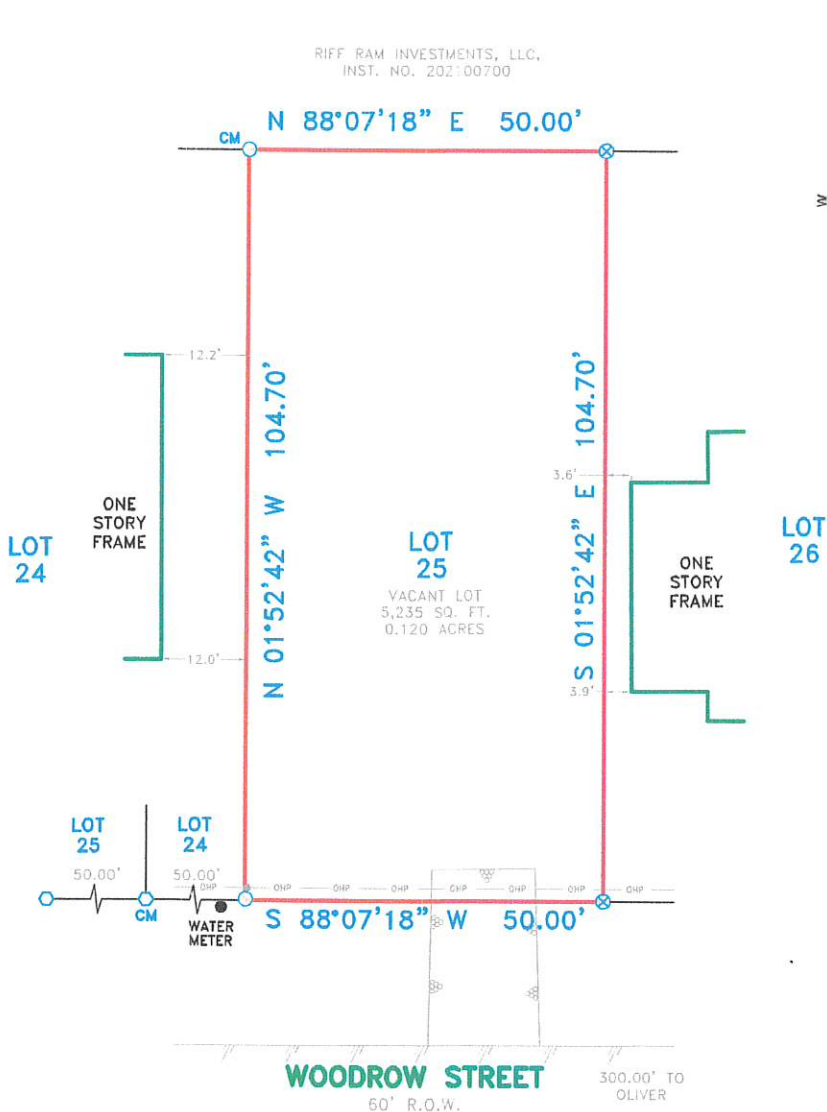
6324 Woodrow Street

Lot twenty-five (25) of the MARY A. PATRICK SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 707, Page 45 and transferred plat record 13, Map No. 67 of the Map Record of Galveston County, Texas.

LEGEND

- 1/2" ROD FOUND
- ⊗ 1/2" ROD SET
- 1" PIPE FOUND
- ⊗ "X" FOUND/SET
- ⊗ 5/8" ROD FOUND
- ⊕ POINT FOR CORNER
- FENCE POST FOR CORNER
- CM CONTROLLING MONUMENT
- AC AIR CONDITIONER
- PE POOL EQUIPMENT
- TE TRANSFORMER PAD
- COLUMN
- POWER POLE
- ▲ UNDERGROUND ELECTRIC
- △ OVERHEAD ELECTRIC
- TELE TELEPHONE PEDESTAL
- BL BUILDING LINE
- AE AERIAL EASEMENT
- SSE SANITARY SEWER EASEMENT
- GM GAS METER
- WM WATER METER
- LP LIGHT POLE
- UE UTILITY EASEMENT
- OHP— OVERHEAD ELECTRIC POWER
- OES— OVERHEAD ELECTRIC SERVICE
- CHAIN LINK
- WOOD FENCE 0.5' WIDE TYPICAL
- IRON FENCE
- X— BARBED WIRE
- DOUBLE SIDED WOOD FENCE
- /— EDGE OF ASPHALT
- ▲— EDGE OF GRAVEL
- CONCRETE
- COVERED AREA
- BRICK
- STONE

RIFF RAM INVESTMENTS, LLC.
INST. NO. 202100700



EXCEPTIONS:

NOTE: BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS SOUTH CENTRAL ZONE

NOTE: PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENTS RECORDED IN: VOL. 707, PG. 45

EASEMENTS RECORDED IN THE FOLLOWING VOLUMES AND PAGES DO NOT AFFECT THE ABOVE DESCRIBED PROPERTY: VOL. 1950, PG. 891

NOTES:

NOTE: BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. 48167C0265G, this property does lie in Zone X 500 year and DOES NOT lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by Dash Title. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Drawn By: RPK

Scale: 1" = 20'

Date: 02/20/2024

GF No.: TE6-2410849TX

Job No. 2402257



419 Century Plaza Dr., Ste. 210
Houston, TX 77073
P 281.443.9288
F 281.443.9224
Firm No. 10194280
www.cbgtxl.com



Accepted by: _____
Purchaser

Date: _____

Purchaser

ORDINANCE NO. 2024-17

AN ORDINANCE APPROVING A VARIANCE FROM THE 60FT STANDARD WIDTH TO 50FT WIDTH FOR THE PUBLIC STREET RIGHT OF WAY BETWEEN WOODROW DR AND THE SOUTHERN BOUNDARY OF THE MEMORIAL VILLAGE SUBDIVISION THROUGH LOT 25 IN THE MARY A. PATRICK SUBDIVISION, COMMONLY KNOWN AS 6324 WOODROW STREET, WITH ALL OTHER STREET STANDARDS TO REMAIN UNCHANGED, DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Luton Development Company, on behalf of the owner Robbi Langley, Riff Ram Investments, LLC, proposes to develop a 99-lot subdivision on 32 acres of land situated south of Memorial Drive and east of Westward St and the Simms Elementary School. The property is located north and east of the Westward Church of Christ, being separated by a powerline and unopened street right of way; and

WHEREAS, to provide for a second entry, the developer acquired Lot 25 of the Mary A. Patrick Subdivision, which abuts the property's southern boundary. The lot is 50ft wide, which is less than the standard 60ft right of way required for a local city street.

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

SECTION 1: That the City Commission hereby approves a variance from the 60ft standard width to 50ft width for the public street right of way between Woodrow Dr and the southern boundary of the Memorial Village Subdivision through Lot 25 in the Mary A. Patrick Subdivision, commonly known as 6324 Woodrow Street, all other street standards to remain unchanged.

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

PASSED AND ADOPTED this 3rd day of July 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh

Kyle L. Dickson

City Secretary

City Attorney

CITY COMMISSION REGULAR MTG

(8) (b)

Meeting Date: 07/03/2024

Consider and take action on a variance for the installation of an emergency access only crash gate across a street to be constructed to connect Woodrow Dr to the southern boundary of the Memoria Village Subdivision.

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on a variance for the installation of an emergency access only crash gate across a street to be constructed to connect Woodrow Dr to the southern boundary of the Memorial Village Subdivision.

BACKGROUND (Brief Summary)

Luton Development Company, on behalf of the owner Robbi Langley, Riff Ram Investments, LLC, proposes to develop a 99-lot subdivision on 32 acres of land situated south of Memorial Drive and east of Westward St and the Simms Elementary School. The property is located north and east of the Westward Church of Christ, being separated by a powerline and an unopened street right of way from Westward Street. To provide for a second means of ingress and egress, the developer has acquired Lot 25 of the Mary A Patrick Subdivision which abuts the southern boundary of the property. The Developer proposes to use the property to construct a street which connects from Woodrow St to a new-to-be constructed street in the subdivision. To minimize any impact of the new street on the adjacent properties, The Developer is prepared to install an emergency access gate across the new street to limit its use to emergency access only. Installation of the gate requires a variance from the City Commission. The Developer is prepared to construct the street without the crash gate if the variance is not approved.

RECOMMENDATION

Staff do not recommend approval of this variance for a crash gate on a public street. The City Commission previously approved the installation of an emergency only crash gate on N 19th Street in connection with the development of Sunrise Cove Subdivision. The Sunrise Cove Subdivision had two points of open public entry, but a third point of access for emergency response was recommended due to the long and narrow configuration of the subdivision. If this variance for a crash gate is approved for the Memorial Village Subdivision, the subdivision will be limited to only one point of open public entry. Having only one point of open public entry could result in traffic congestion at the entrance at times of peak traffic volumes.

Fiscal Impact

Attachments

Memorial Village Summary
Subdivision Master Plan
Ordinance

Subdivision Master Plan Submittal

Memorial Enclave



Luton Development Company is pleased to present a proposed 99-lot subdivision called Memorial Enclave. Situated on approximately 32 acres, this in-fill location is immediately east of Simms Elementary School and an ideal location to offer new homes with easy access to Highway 3 and the Emmet F. Lowry Expressway. The proposed subdivision is planned to incorporate a centralized wet bottom amenity pond with a walking trail for the residents to enjoy. Within walking distance to Carver Park, the new Elementary and Middle Schools, places of worship and commercial developments; future residents will enjoy easy access to some of the best features of Texas City.

The subdivision layout provides an enjoyable sense of arrival from Memorial Drive into the community. Great traffic circulation will minimize the number of intersections while providing an amenity lake that a significant portion of the homes will back to for private enjoyment. A reserve

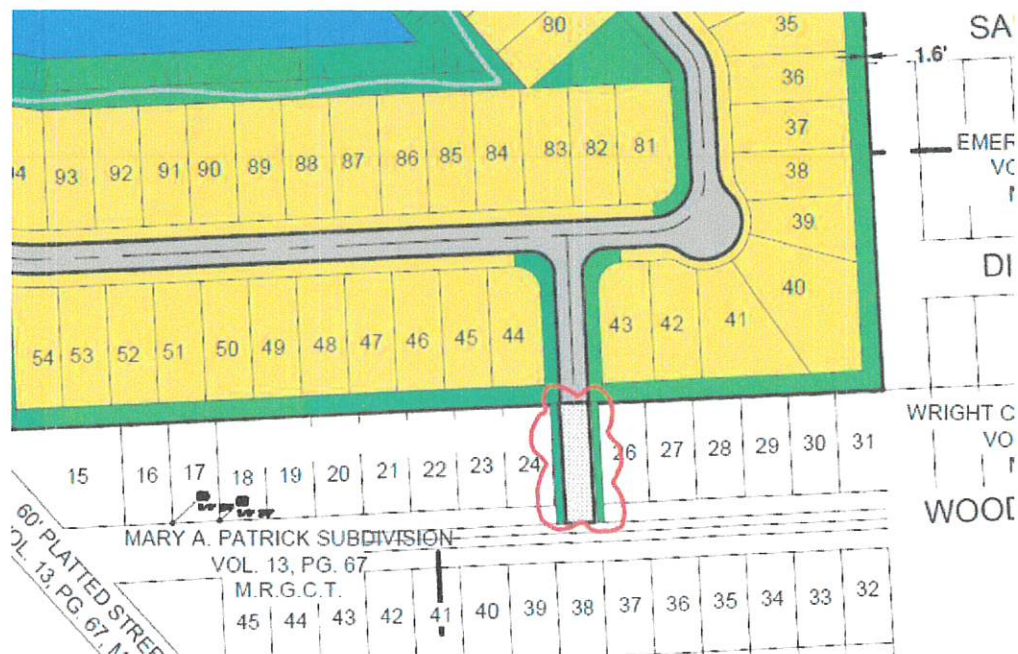
along the perimeter of the community is planned to assist with transitional grading and collection of offsite drainage. The outfall for the proposed detention system will tie directly into the drainage ditch immediately adjacent to the community owned by Galveston County Drainage District #2 ("DD2").

The property is currently zoned District "A" and can be served by existing City water and sewer infrastructure. All the lots are planned to be developed in a single plat with one phase of construction. The proposed lots are typically 50'x120' in size that meets the current development criteria and all the new streets in Memorial Enclave will fall within a 60' right-of-way (with the exception of Lot 25 discussed below.)

A portion of the property along Memorial Drive already lies within the boundaries of Galveston County MUD #66 ("MUD") but the remainder will not be annexed into the MUD. There won't be any taxable improvements built on the portion of the property already in the limits of the MUD and the development will not be eligible for any reimbursements or other benefits that might be available from a special district. The future homeowners of Memorial Enclave will have the typical tax rates imposed on their property commonly found in the City.

Lot 25 in the Mary A. Patrick subdivision, commonly known as 6324 Woodrow Street will be included in the overall subdivision plat. This lot is planned to be replatted from a vacant residential lot into a 50' right-of-way to provide a 2nd point of emergency only access/egress into the community (see Diagram "A"). A variance to approve a 50' right-of-way (from the standard 60' width) is hereby requested as the only deviation from the current development guidelines. This location is the only reasonable means to provide a 2nd point of access into the community and is based on recommendations of City Staff to avoid a physical connection to Sapphire Court or Diamond Court to the east.

Diagram "A"



Existing City water lines run along Memorial Drive and Woodrow Street provide numerous tie-ins for a looped water system that will ultimately benefit the surrounding area. (see Diagram "B")

Diagram "B"



Existing City sanitary sewer lines exist immediately north, east, and south of the 32 acres providing multiple options to tie into. The design Engineer will determine the most efficient layout for ease of installation and future maintenance. (see Diagram "C")

Diagram "C"



No pipelines, buildings, utilities, railroads, or canals exist on the property. DD2 has an existing 20' easement on part of the western boundary that will not impact the planned right-of-way, lots, detention system or open space. The property lies within in the 500-year (0.2% chance) flood zone. As such it does not lie within the mapped 100-year (1% chance) flood plain or flood way. The two planned ponds will be interconnected and designed to accommodate all of the DD2 mitigation and detention requirements.

We thank you for your consideration and look forward to working with the City to deliver a new enclave of homes to support a growing population.



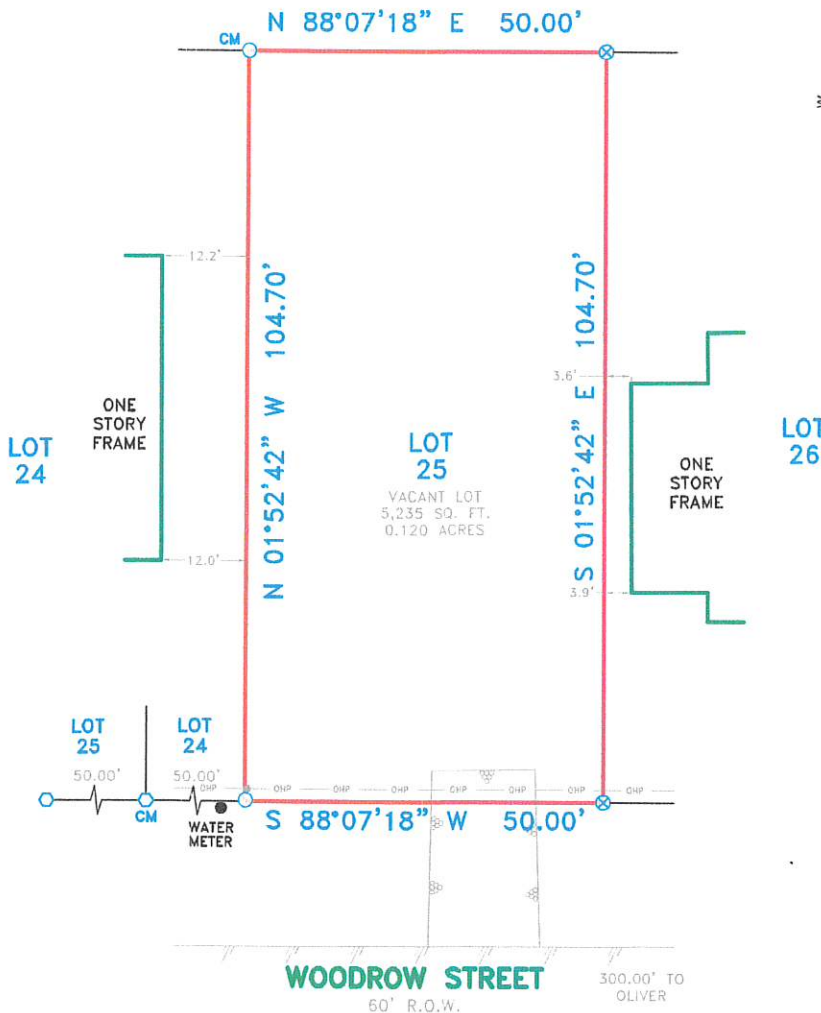
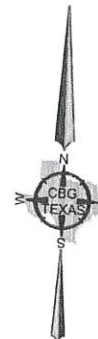
6324 Woodrow Street

Lot twenty-five (25) of the MARY A. PATRICK SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 707, Page 45 and transferred plat record 13, Map No. 67 of the Map Record of Galveston County, Texas.

LEGEND

- 1/2" ROD FOUND
- ⊗ 1/2" ROD SET
- 1" PIPE FOUND
- ⊗ "X" FOUND/SET
- ⊗ 5/8" ROD FOUND
- ⊕ POINT FOR CORNER
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- TELE TELEPHONE PEDESTAL
- BL BUILDING LINE
- AE AERIAL EASEMENT
- SSE SANITARY SEWER EASEMENT
- GM GAS METER
- WM WATER METER
- LP LIGHT POLE
- UE UTILITY EASEMENT
- OHP— OVERHEAD ELECTRIC POWER
- OES— OVERHEAD ELECTRIC SERVICE
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- IRON FENCE
- X— BARBED WIRE
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- /— EDGE OF ASPHALT
- ▲— EDGE OF GRAVEL
- CONCRETE
- COVERED AREA
- BRICK
- STONE

RIFF RAM INVESTMENTS, LLC.
INST. NO. 202100700



EXCEPTIONS:

NOTE: BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS SOUTH CENTRAL ZONE

NOTE: PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENTS RECORDED IN: VOL. 707, PG. 45

EASEMENTS RECORDED IN THE FOLLOWING VOLUMES AND PAGES DO NOT AFFECT THE ABOVE DESCRIBED PROPERTY: VOL. 1950, PG. 891

NOTES:

NOTE: BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. 48167C0265G, this property does lie in Zone X 500 year and DOES NOT lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by Dash Title. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Drawn By: RPK

Scale: 1" = 20'

Date: 02/20/2024

GF No.: TE6-2410849TX

Job No. 2402257



419 Century Plaza Dr., Ste. 210
Houston, TX 77073
P 281.443.9288
F 281.443.9224
Firm No. 10194280
www.cbgtxl.com



Accepted by: _____
Purchaser

Date: _____

Purchaser

Date: Tue, 30 Apr 2024 - 6:12pm
 Path: W:\LAND\1406\Texas City 32 Ac\Cost Estimate\Detention Relocation\Tx City 32 ac Cost Estimate V3 Exhibit.dwg
 User Name: jives

Acreage Breakdown	(ac)
Single Family inc Roads	20.43
Detention	7.36
DD2 Channel	2.04
Park and Reserves	2.05
Boundary UEs	0.27
Total	32.15



TEXAS CITY 32 AC TRACT
 PRELIMINARY LAND PLAN

LJA Engineering, Inc.
 3600 W Sam Houston Parkway S
 Suite 600
 Houston, Texas 77042
 Phone 713.953.5200
 Fax 713.953.5026
 FRN - F-1386

ORDINANCE NO. 2024-18

AN ORDINANCE APPROVING A VARIANCE FOR THE INSTALLATION OF AN EMERGENCY ACCESS ONLY CRASH GATE ACROSS A STREET TO BE CONSTRUCTED TO CONNECT WOODROW DR TO THE SOUTHERN BOUNDARY OF THE MEMORIAL VILLAGE SUBDIVISION, DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Luton Development Company, on behalf of the owner Robbi Langley, Riff Ram Investments, LLC, proposes to develop a 99-lot subdivision on 32 acres of land situated south of Memorial Drive and east of Westward St and the Simms Elementary School. The property is located north and east of the Westward Church of Christ, being separated by a powerline and unopened street right of way; and

WHEREAS, to provide for a second means of ingress and egress, the developer has acquired Lot 25 of the Mary A Patrick Subdivision, which abuts the southern boundary of the property. The Developer proposes to use the property to construct a street that connects Woodrow St to a new-to-be-constructed street in the subdivision.

WHEREAS, to minimize any impact of the new street on the adjacent properties, the Developer is prepared to install an emergency access gate across the new street to limit its use to emergency access only. Installation of the gate requires a variance from the City Commission. The Developer is prepared to construct the street without the crash gate if the variance is not approved.

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 installation of an emergency access-only crash gate across a street to be constructed to connect Woodrow Dr to the southern boundary of the Memorial Village Subdivision.

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

PASSED AND ADOPTED this 3rd day of July 2024.

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

ATTEST:

Rhomari D. Leigh
City Secretary

APPROVED AS TO FORM:

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (c)

Meeting Date: 07/03/2024

Consider and take action on Master Plan and Development Agreement for the Memorial Village Subdivision.

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Approve Master Plan and Development Agreement consistent with the hereinbefore approval/denial of variances for the Memorial Village Subdivision.

BACKGROUND (Brief Summary)

Luton Development Company, on behalf of the owner Robbi Langley, Riff Ram Investments, LLC, proposes to develop a 99-lot subdivision on 32 acres of land situated south of Memorial Drive and east of Westward St and the Simms Elementary School. The property is located north and east of the Westward Church of Christ, being separated by a powerline and an unopened street right of way from Westward Street. The site is NOT being developed as planned unit development (PUD) and will NOT be annexed into the adjacent municipal utility district (GC MUD 66). As such, this infill development is governed by the minimums and standards of the Texas City Subdivision Ordinance Chapter 159. The 32-acre property is currently zoned District A – Single Family Residential. City water and sewer infrastructure exists in the area, but no details have been provided for developer's connections. The developer is solely responsible for the cost of connection and of any upgrades to existing infrastructure necessary to provide service to the site. All lots as proposed satisfy the minimum dimension and area requirements of District A, which is 50ft x 100ft and 6,000 sq ft. minimum. Approximately 40% of the lots will be adjacent to the amenity/detention pond at the rear lot lines. The developer intends to develop all of the lots in a single plat and to build out in a single phase. The master plan as presented incorporates a centralized wet bottom amenity pond with walking trail and a second detention pond at the entrance from and south of Memorial Drive. A reserve along the perimeter of the community is planned to assist with transitional grading and collection of offsite drainage. The outfall for the proposed detention system will tie directly into the drainage ditch immediately adjacent to the community which ditch is owned and maintained by the Galveston County Drainage District No. 2. It is not proposed for either of the detention ponds to be dedicated to MUD 66. A homeowner's association will be established to own and maintain the detention ponds and other common areas. The proposed land plan is compliant with the minimum standards of the Subdivision Ordinance Chapter 159 with the exception of the emergency only access connection to Woodrow Street and the 50ft right of way width for that access, which is less than the city standard.

Staff observes many developers have had pre-development conversations with staff regarding development of this area, but this is the first to bring a land plan forward to the Planning Board for review and approval. The acquisition of access to Woodrow is the proposed solution for a secondary means of emergency access. Staff have no objection to approval of the land plan as presented subject to City Commission approval of the required variances.

The Development Agreement provides for the creation of a homeowners' association to own and maintain the detention facilities, and provides for development standards which Texas City applies to new subdivisions, being the installation of all utilities underground, 60% minimum masonry content, and the prohibition of the use of aluminum or copper clad wire. The Development Agreement should also reflect the final determination of the City Commission regarding the variances.

RECOMMENDATION

The Planning Commission considered the Master Plan at its regular meeting on May 6, 2024 and recommended approval of the plan on a divided vote of 3-1, subject to the City Commission's consideration of the required variances.

Fiscal Impact

Attachments

Memorial Village - Master Plan
Memorial Village Summary
Staff report to Planning Board
DRAFT Development Agreement
Resolution

Date: Tue, 30 Apr 2024 - 6:12pm
 Path: W:\LAND\1406\Texas City 32 Ac\Cost Estimate\Detention Relocation\Tx City 32 ac Cost Estimate V3 Exhibit.dwg
 User Name: jives

Acreage Breakdown	(ac)
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 FRN - F-1386

Subdivision Master Plan Submittal

Memorial Enclave



Luton Development Company is pleased to present a proposed 99-lot subdivision called Memorial Enclave. Situated on approximately 32 acres, this in-fill location is immediately east of Simms Elementary School and an ideal location to offer new homes with easy access to Highway 3 and the Emmet F. Lowry Expressway. The proposed subdivision is planned to incorporate a centralized wet bottom amenity pond with a walking trail for the residents to enjoy. Within walking distance to Carver Park, the new Elementary and Middle Schools, places of worship and commercial developments; future residents will enjoy easy access to some of the best features of Texas City.

The subdivision layout provides an enjoyable sense of arrival from Memorial Drive into the community. Great traffic circulation will minimize the number of intersections while providing an amenity lake that a significant portion of the homes will back to for private enjoyment. A reserve

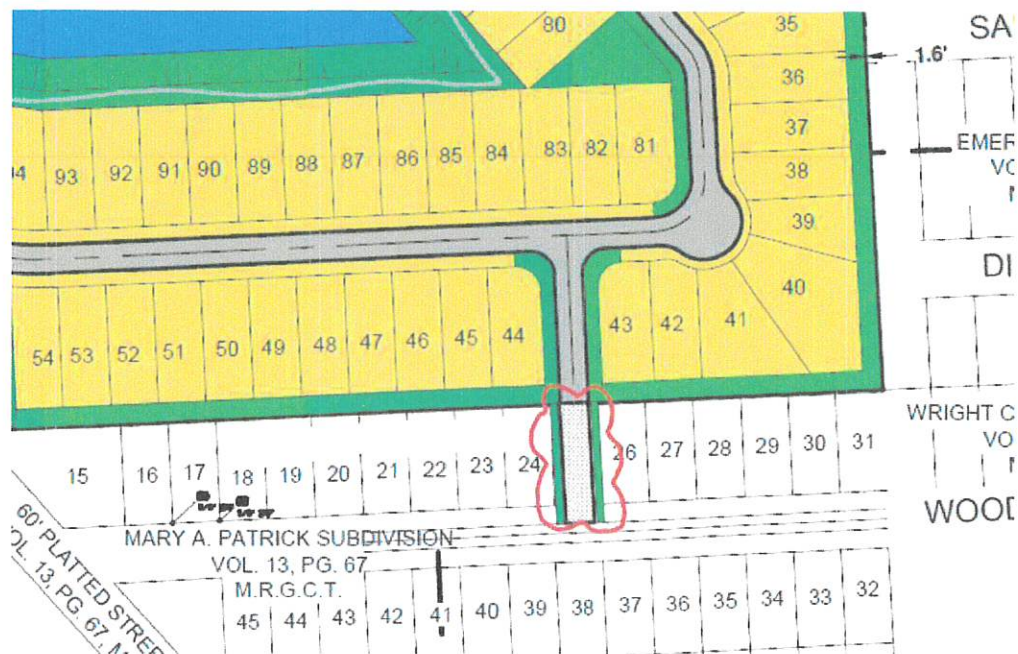
along the perimeter of the community is planned to assist with transitional grading and collection of offsite drainage. The outfall for the proposed detention system will tie directly into the drainage ditch immediately adjacent to the community owned by Galveston County Drainage District #2 ("DD2").

The property is currently zoned District "A" and can be served by existing City water and sewer infrastructure. All the lots are planned to be developed in a single plat with one phase of construction. The proposed lots are typically 50'x120' in size that meets the current development criteria and all the new streets in Memorial Enclave will fall within a 60' right-of-way (with the exception of Lot 25 discussed below.)

A portion of the property along Memorial Drive already lies within the boundaries of Galveston County MUD #66 ("MUD") but the remainder will not be annexed into the MUD. There won't be any taxable improvements built on the portion of the property already in the limits of the MUD and the development will not be eligible for any reimbursements or other benefits that might be available from a special district. The future homeowners of Memorial Enclave will have the typical tax rates imposed on their property commonly found in the City.

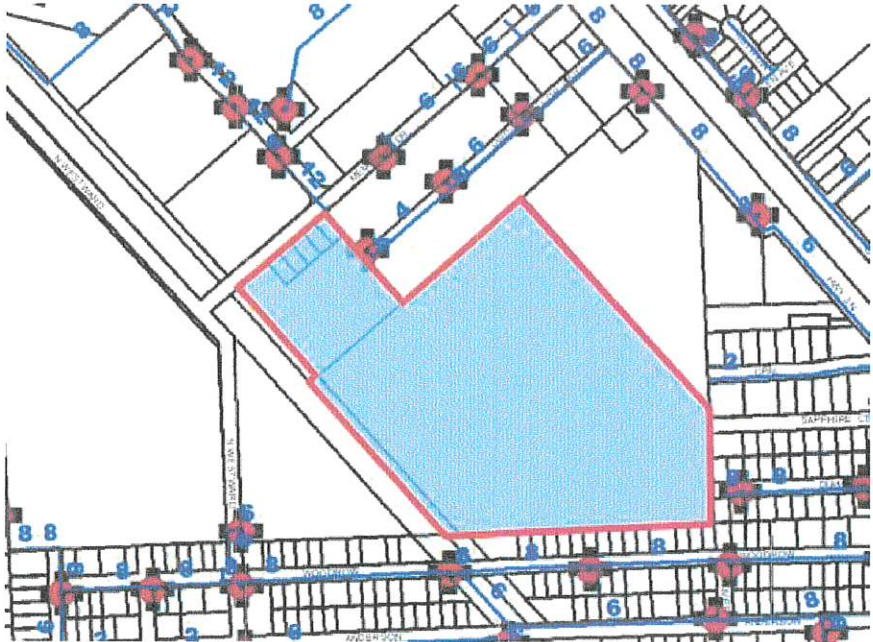
Lot 25 in the Mary A. Patrick subdivision, commonly known as 6324 Woodrow Street will be included in the overall subdivision plat. This lot is planned to be replatted from a vacant residential lot into a 50' right-of-way to provide a 2nd point of emergency only access/egress into the community (see Diagram "A"). A variance to approve a 50' right-of-way (from the standard 60' width) is hereby requested as the only deviation from the current development guidelines. This location is the only reasonable means to provide a 2nd point of access into the community and is based on recommendations of City Staff to avoid a physical connection to Sapphire Court or Diamond Court to the east.

Diagram "A"



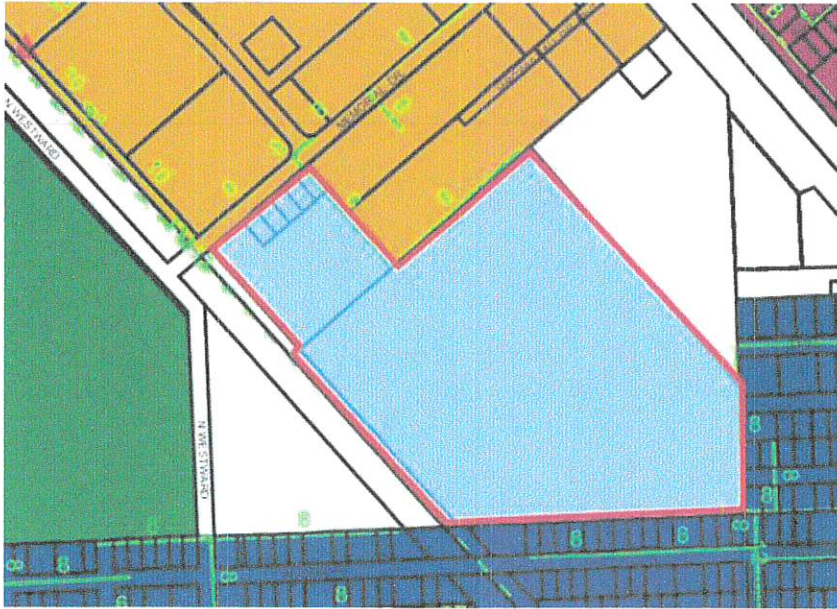
Existing City water lines run along Memorial Drive and Woodrow Street provide numerous tie-ins for a looped water system that will ultimately benefit the surrounding area. (see Diagram "B")

Diagram "B"



Existing City sanitary sewer lines exist immediately north, east, and south of the 32 acres providing multiple options to tie into. The design Engineer will determine the most efficient layout for ease of installation and future maintenance. (see Diagram "C")

Diagram "C"



No pipelines, buildings, utilities, railroads, or canals exist on the property. DD2 has an existing 20' easement on part of the western boundary that will not impact the planned right-of-way, lots, detention system or open space. The property lies within in the 500-year (0.2% chance) flood zone. As such it does not lie within the mapped 100-year (1% chance) flood plain or flood way. The two planned ponds will be interconnected and designed to accommodate all of the DD2 mitigation and detention requirements.

We thank you for your consideration and look forward to working with the City to deliver a new enclave of homes to support a growing population.



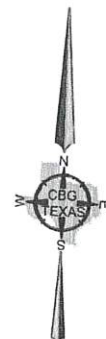
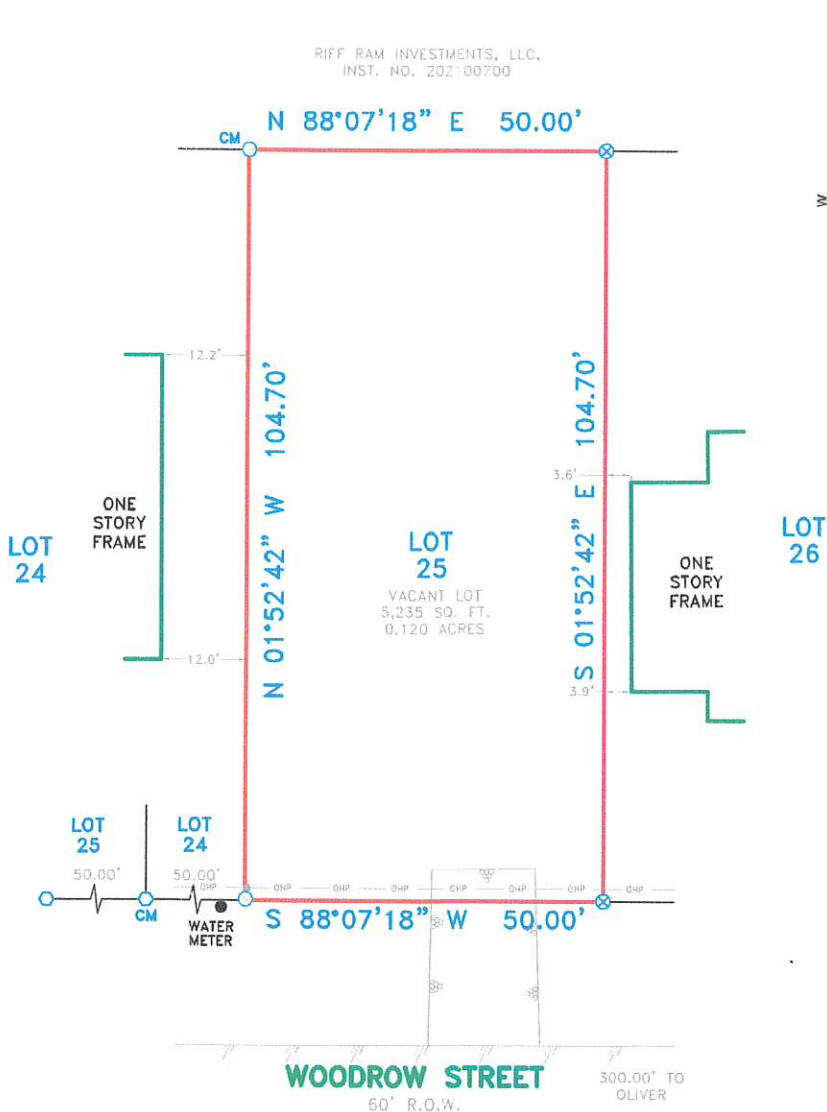
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- 1/2" ROD FOUND
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- DOUBLE SIDED WOOD FENCE
- /// EDGE OF ASPHALT
- ▲ EDGE OF GRAVEL
- CONCRETE
- COVERED AREA
- BRICK
- STONE

RIFF RAM INVESTMENTS, LLC.
INST. NO. 202100700



EXCEPTIONS:

NOTE: BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS SOUTH CENTRAL ZONE

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This survey is made in conjunction with the information provided by Dash Title. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Accepted by: _____
Date: _____
Purchaser

Accepted by: _____
Date: _____
Purchaser

Drawn By: RPK

Scale: 1" = 20'

Date: 02/20/2024

GF No.: TE6-2410849TX

Job No. 2402257

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Firm No. 10194280
www.cbgtxl.com

STAFF REPORT

TO: Planning Board – regular meeting on May 6, 2024

FROM: Kim Golden, P.E.

CC: Doug Kneupper, P.E.

DATE: May 2, 2024

RE: Subdivision Master Plan - Memorial Village – South of Memorial Drive – east of Simms Elementary School

Background: The applicant, Nick Luton, Luton Development Company, on behalf of the owner Robbi Langley, Riff Ram Investments, LLC, proposes to develop a 99-lot subdivision on 32 acres of land situated south of Memorial Drive and east of Westward St and the Simms Elementary School. The property is located north and east of the Westward Church of Christ, being separated by a powerline and unopened street right of way.

The site is NOT being developed as planned unit development (PUD) and will NOT be annexed into the adjacent municipal utility district (GC MUD 66). As such, this infill development is governed by the minimums and standards of the Texas City Subdivision Ordinance Chapter 159.

Staff review and analysis: The 32-acre property is currently zoned District A – Single Family Residential. City water and sewer infrastructure exists in the area, but no details have been provided for developer's connections. The developer is solely responsible for the cost of connection and of any upgrades to existing infrastructure necessary to provide service to the site. All lots as proposed satisfy the minimum dimension and area requirements of District A which is 50ft x 100ft and 6,000 sq ft. minimum. Approximately 40% of the lots will be adjacent to the amenity/detention pond at the rear lot lines. The developer intends to develop all of the lots in a single plat and to build out in a single phase.

The master plan as presented incorporates a centralized wet bottom amenity pond with walking trail and a second detention pond at the entry from and south of Memorial Drive. A reserve along the perimeter of the community is planned to assist with transitional grading and collection of offsite drainage. The outfall for the proposed detention system will tie directly into the drainage ditch immediately adjacent to the community which ditch is owned and maintained by the Galveston County Drainage District No. 2. It is not proposed for either of the detention ponds to be dedicated to MUD 66. A homeowner's association will be established to own and maintain the detention ponds and other common areas.

The subdivision will have a single main entry from Memorial Drive, with a second point of gated emergency access to Woodrow Street through a vacant 50ft wide residential lot acquired by the developer. The developer intends to replat and consolidate the vacant lot into the subdivision when platted. All new streets will fall within 60ft right of way per City standards with the exception of the emergency access to Woodward which will be a 50ft right of way. The 50ft right of way is considered adequate for the emergency only access which is not expected to include the extension of water or sewer mains. **Variances will be required from City Commission for approval of the emergency only access and for the 50 ft right of way through this section as an exception to the City's standard right of way for new residential streets.** The subdivision will not have provision for present or future connection to Opal Ave., Sapphire Court, or Diamond Court.

The proposed land plan is compliant with the minimum standards of the Subdivision Ordinance Chapter 159 with the exception of the emergency only access connection to Woodrow Street and the 50ft right of way width for that access which is less than the city standard.

Staff observes many developers have had pre-development conversations with staff regarding development of this area but this is the first to bring a land plan forward to the Planning Board for review and approval. The acquisition of access to Woodrow is the proposed solution for a secondary means of emergency access. Staff have no objection to approval of the land plan as presented subject to City Commission approval of the required variances.

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement"), is made and entered into as of the ___ day of ___, 2024, by and between **THE CITY OF TEXAS CITY, TEXAS**, a municipal corporation and home-rule city of the State of Texas (the "City"), and **LUTON DEVELOPMENT COMPANY, LLC**, a Texas limited liability company (the "Developer").

Article I RECITALS

1.01. Developer intends to acquire an approximately 32.275 acre tract of real property located in Galveston County, Texas, more fully described on Exhibit "A", attached hereto and incorporated herein (the "Property").

1.02. Developer intends to utilize the Property to develop approximately 99 single-family detached lots in accordance with the zoning code and all applicable City codes and ordinances and the Master Plan recommended for approval by the Planning Board at its meeting on May 6, 2024 attached as Exhibit "B".

1.03. The City has determined that agreeing to the terms set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, and will promote local economic development and stimulate business in the City.

1.04. The terms "City", "Developer", and "Property" shall have the meanings provided for them in the Recitals herein above.

Article II AGREEMENT

NOW, THEREFORE, for good and valuable consideration and the mutual covenants set forth herein, Developer and the City contract and hereby agree as follows:

2.01 Access. The development of the Property requires access from Memorial Drive and a second point of access to be connected to Woodrow Street on the south end of the Property with a crash gate and an all-weather access road. Developer agrees to construct the crash gate, all weather access road and entrances to the property.

2.02 Infrastructure. The City will reserve sufficient utility capacity to serve all the single-family residences constructed within the Property. Upon completion of construction of the utilities and streets (the "Infrastructure") per City standards and in accordance with Chapter 159 Subdivision Ordinance, the City will accept, own, and maintain the Infrastructure.

Article III Obligations of the Developer

3.01 Maintenance of certain improvements. The Developer agrees to form one or more property owners association, which shall have as one of their stated purposes to permanently own and maintain through assessments all lakes, ponds, and other detention facilities, parks and recreation facilities, and landscaping developed as part of the Project (the “Non-City Improvements”). The Developer acknowledges and agrees that the Non-City Improvements will be owned and maintained by the property owner’s associations serving the Property, as appropriate, and the City shall never have the responsibility to own, operate or maintain the Non-City Improvements.

3.02 Dry Utilities. The Developer agrees that all dry utilities, such as electric, gas, telephone, and cable, shall be placed underground throughout the Property; provided, however, that “three-phase” power lines may be elevated and may be placed in easements along the perimeter of the Property to serve the Property pursuant to Texas – New Mexico’s ultimate service design. Unless otherwise approved by the City and the Developer and unless no reasonable alternative is available to the power provider for the location of said poles, no elevated three-phase power or larger poles may be placed along any major roads or highways. The Developer agrees that the public street light poles throughout the Project shall be galvanized metal or concrete; provided, however, the Developer may use light poles made out of material that is of a higher quality than concrete, as determined by the Mayor or his designee. Decorative and specialty light poles are acceptable on private property and along private streets; provided, however, that the City shall never be responsible for maintenance of such light poles.

3.03 Development Covenants. The Developer agrees to adopt deed restrictions and other restrictive covenants, and promulgate the Developer’s guidelines regarding development standards, consistent with this Agreement and the Zoning Code and any relevant City ordinances and regulations. The Developer will provide copies of its residential deed restrictions and residential development covenants to the City for review and comment by the Mayor or his designee no later than prior to the recordation of the first plat related to this Agreement. The Developer agrees to require Sub-developers to abide by the Developer’s development standards and provide for enforcement mechanisms for restrictive covenants.

3.04 Notice. Developer agrees to provide notice to the Mayor or his designee of any material proposed changes, amendments or revisions to the Property, or the Project prior to taking any action on such changes.

3.05 Building Regulations. A residential structure shall consist of a minimum of 60% brick, stone, or masonry. For purposes of this requirement, Hardie ® Plank or similar fiber-cementitious manufactured or engineered products are not considered masonry. Upgraded wood fencing (stained cedar) shall be provided for lots where the Property abuts a non-single family use, and a decorative metal view fence shall be constructed for lots adjacent to the amenity pond.

3.06 Wiring. The Developer shall not allow any copper clad or aluminum wiring as part of the interior of homes constructed on the Property and such restriction shall be included in the restrictive covenants applicable to the property.

3.07 Restrictions of access through Woodrow Street. Developer shall prohibit the use of Woodrow Street as access for construction or any other active surface use except emergency access as declared by the City of Texas City or other governmental authority.

Article IV
Obligations of the City

Upon adoption of this Agreement, the City does hereby approve the following:

1. The City does hereby consent to the variance and the replat of Lot 25 in the Mary A. Patrick subdivision, commonly known as 6324 Woodrow Street, as a 50' dedicated right-of-way for use as a second point of access with a crash gate and an all-weather access road. The street shall be constructed as dedicated by Developer in accordance with Chapter 159 Subdivision Ordinance prior to recordation of the final plat as a condition of this consent.

Article V
Term and Default

5.01 Term. This agreement shall be in effect as of the date set forth on the first page, hereof, and shall terminate 50 years thereafter, unless terminated earlier as specifically provided herein.

5.02 Default.

- a. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.
- b. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged of the failure and shall demand performance. No breach of the Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of such notice. Upon a breach of this Agreement, the non-defaulting Party shall be entitled to specific performance.

Regardless of any other provision, neither Party shall be entitled to recover money damages for breach of this Agreement or a tort related to this Agreement. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies. All remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

Article VI
Miscellaneous Provisions

6. Miscellaneous.

6.1 Approvals and consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

6.2 Address and notice. Any notice to be given under this Agreement shall be given in writing, addressed to the party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested; by messenger delivery; or by telecopy. Notice deposited by mail shall be effective three days after posting. Notice given in any other manner shall be effective upon receipt by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City Engineer – City of Texas City
7800 Emmett F. Lowery Expressway
Texas City, Texas 77591
Attn: Kim Golden

With a copy to:

City Attorney – City of Texas City
928 5th Ave. N.
Texas City, Texas 77590
Attn: Kyle Dickson

If to the Developer, to:

Luton Development Company, LLC
14811 Saint Mary's Lane, Suite 133
Houston, TX 77079
Attn: Nicholas Luton
Email: Nick@LutonDevelopmentCo.com

With a copy to:

The parties shall have the right from time to time to change their respective addressees by giving at least 10 days' written notice of such change to the other party.

6.3 Assignment. This Agreement is assignable only with prior written consent by the City. If all or any portion of the Property is transferred, sold or conveyed, the Developer shall give notice immediately to the City of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Developer's successors and assigns.

6.4 Nonwaiver of Rights. By entering this Agreement, neither Developer nor the City waive any rights granted under any laws, nor do they make any admissions regarding the subject matter of this Agreement. Each party specifically reserves any and all rights to pursue any action or remedy to protect its interests and rights

6.5 Reservation of rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

6.6 Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Galveston County, Texas.

6.7 Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

6.8 Modification; exhibit. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The exhibits attached to this Agreement are incorporated by this reference for all purposes.

6.9 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

6.10 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

6.11 Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

6.12 Parties in interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

6.13 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Telefaxed or scanned- emailed copies of this signed Agreement shall be binding and effective as an original.

6.14 Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

6.15 Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first given above.

CITY OF TEXAS CITY, TEXAS

BY: _____

NAME: Dedrick D. Johnson

TITLE: Mayor

ATTEST:

City Secretary

Approval as to form

City Attorney

LUTON DEVELOPMENT COMPANY, LLC

a Texas limited liability company

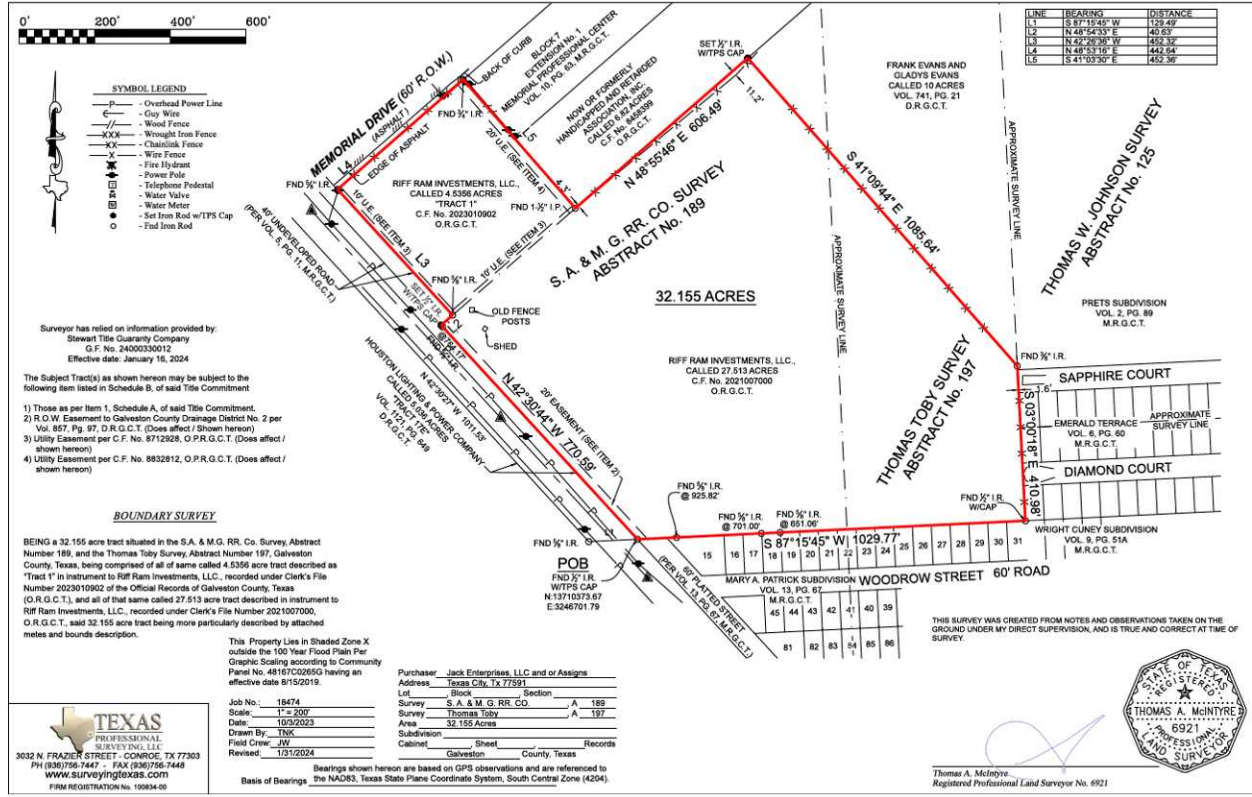
BY: _____

NAME: _____

TITLE: _____

Exhibit "A" – Tract 1 & Tract 2

Tract 1



Tract 2

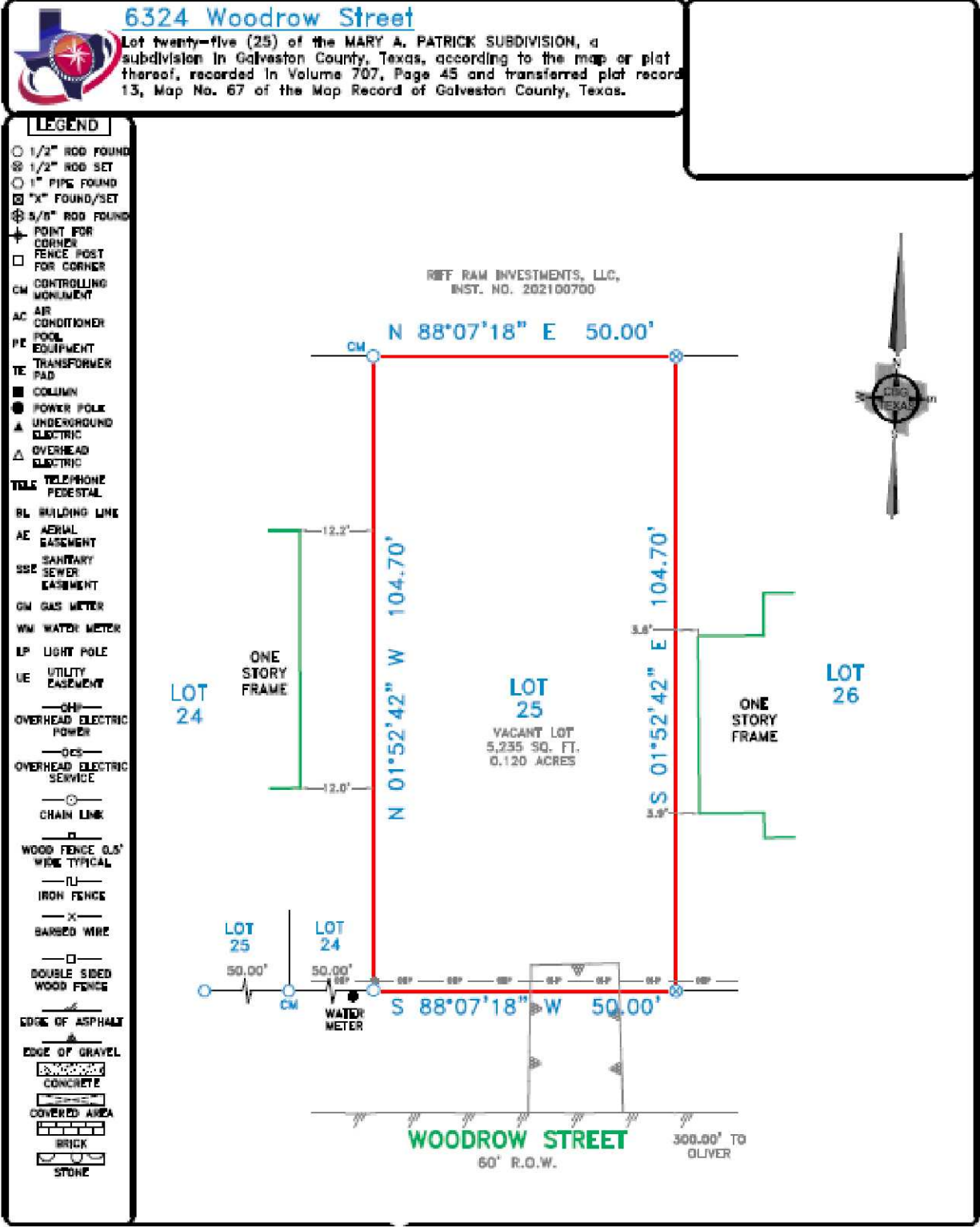


Exhibit "B"



RESOLUTION NO. 2024-086

A RESOLUTION APPROVING A MASTER PLAN AND DEVELOPMENT AGREEMENT CONSISTENT WITH THE HEREINBEFORE APPROVAL/DENIAL OF VARIANCES FOR THE MEMORIAL VILLAGE SUBDIVISION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS Luton Development Company, on behalf of the owner Robbi Langley, Riff Ram Investments, LLC, proposes to develop a 99-lot subdivision on 32 acres of land situated south of Memorial Drive and east of Westward St and the Simms Elementary School. The property is located north and east of the Westward Church of Christ, being separated by a powerline and an unopened street right of way from Westward Street. The site is NOT being developed as planned unit development (PUD) and will NOT be annexed into the adjacent municipal utility district (GC MUD 66). As such, this infill development is governed by the minimums and standards of the Texas City Subdivision Ordinance Chapter 159. The 32-acre property is currently zoned District A – Single Family Residential. City water and sewer infrastructure exists in the area, but no details have been provided for developer’s connections; and

WHEREAS, the Master Plan as presented incorporates a centralized wet-bottom amenity pond with walking trail and a second detention pond at the entrance from and south of Memorial Drive. A reserve along the community's perimeter is planned to assist with transitional grading and collection of offsite drainage.

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 Master Plan as submitted by Luton Development Company and attached hereto as **“Exhibit A.”**

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

PASSED AND ADOPTED this 3rd day of July 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