

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, OCTOBER 16, 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) Service Awards

Frederick Posada	Public Works	10/05/2009	15 years
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Salvador Chapa	Police	10/06/2004	20 years
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Jerry Solomon	Sewer	10/02/1989	35 years
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Retirement

Dennis J. Harris	Parks & Recreation	12 1/2 years
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(b) Certificate of Recognition to Higher Up Texas, Inc.

(c) Proclaiming October as National Physical Therapy Month

(5) PUBLIC COMMENTS

(6) CONSENT AGENDA

(a) Approve City Commission Minutes for the October 2, 2024 meeting. (City Secretary)

- (b) Consider and take action on Resolution 2024-120, authorizing the Mayor to appoint an official fire department physician and authorizing annual medical physicals for all sworn firefighters. (Fire Department)
- (c) Consider and take action on Resolution No. 2024-121, approving a request by the fire department to utilize Siddons Martin Emergency Group for maintenance and repair services for fire apparatus through an HGAC Contract. (Fire Department)
- (d) Consider and take action on Resolution No. 2024-122, authorizing the purchase of three trucks for the Parks Division of the Parks, Recreation and Tourism Department through Buy Board, a purchasing cooperative. (Rec & Tour)
- (e) Consider and take action on Resolution No. 2024-123, authorizing the purchase of a Caterpillar 420-4ECA Backhoe for the Utilities Department through Sourcewell, a purchasing cooperative. (Public Works)
- (f) Consider and take action on Resolution No. 2024-124, authorizing a request by the Fire Department to utilize Frazer LTD for maintenance and repair services for medic units through an HGAC Contract. (Fire Department)
- (g) Consider and take action on Resolution No. 2024-125, authorizing the purchase of one (1) Exmark Lazer Z Diesel 43.5 HP YANMAR Mower through OMNIA PARTNERS, a Public Sector Purchasing Cooperative, from League City Outdoor Power Equipment. (Parks, Rec & Tour)
- (h) Consider and take action on Resolution No. 2024-126, consenting Binnacle Texas City 51, LLC and the GCMAD 79 request of the City to annex a 19.35-acre tract being Brookwater Subdivision Sections 1A and 1B into the D. (City Engineer)
- (i) Consider and take action on Resolution No. 2024-127, affirming the Independent Contractor Agreement between the City of Texas City and Douglas Kneupper, P.E. (former City Engineer) to provide consulting services as needed in support of the Engineering & Planning Department. (City Engineer)
- (j) Consider and take action on Resolution No. 2024-128, approving valve repairs and upgrades to the City's SCADA system. (Public Works - Utilities)
- (k) Consider and take action on Resolution No. 2024-129, approving an offer to purchase tax-foreclosed property described as Lots Six (6) and Seven (7), Texas City Second Division, known commonly as vacant lots located at 920 2nd Avenue South, by the Texas City Economic Development Corporation and authorizing the Mayor to execute a Trustee's Deed conveying title to said property as further described in the attached Trustee's Deed. (Management Services)
- (l) Consider and take action on Resolution No. 2024-130, approving the Waste Water Treatment Plant's Annual Sludge Disposal Contract. (Public Works- Utilities)
- (m) Consider and take action on Resolution No. 2024-131, authorizing the Mayor to extend the agreement with Public Consultant Group to provide assistance to the Fire Department for the FY2024 Ambulance Supplemental Pay Program participation. (Fire Department)

- (n) Consider and take action on Resolution No. 2024-132, approving Joiner Architects to perform Architectural Design Services for an approximate 5900 sq/ft expansion of the existing Fire Department Administration Building. (Public Works)
- (o) Consider and take action on Resolution No. 2024-133, authorizing the purchase of a John Deere 335 P Compact Track Loader to replace existing equipment from Shoppa's Farm Supply through CCE, a Sourcewell Program. (Public Works-Street & Bridge)
- (p) Consider and take action on Resolution No. 2024-134, authorizing the purchase of a Develon DX 190W-7 (US50) Package Wheel Excavator to replace an existing piece of equipment from R.B. Everett & Company through BuyBoard, a purchasing cooperative. (Public Works-Street & Bridge)
- (q) Consider and take action on Resolution No. 2024-135, authorizing the purchase of a Ford F250 Crew Cab to replace existing equipment from Chastang Ford through BuyBoard, a purchasing cooperative. (Public Works-Street & Bridge)
- (r) Consider and take action on Resolution No. 2024-136, authorizing the purchase of a new Ford F550 Flatbed with Trailer to replace existing equipment from Chastang Ford through BuyBoard, a local purchasing cooperative. (Public Works-Street & Bridge)
- (s) Consider and take action on Resolution No. 2024-137, authorizing the purchase of an International Tandem Axle Dump Truck to replace existing equipment from Santex Truck Centers, LTD through HGAC Buy, a purchasing cooperative. (Public Works-Street & Bridge)
- (t) Consider and take action on Resolution No. 2024-138, authorizing the submission of a 2025 Catalytic Converter Grant to the Motor Vehicle Crime Prevention Authority on behalf of TCPD. (Mayor's Office- Grant's Administration)
- (u) Consider and take action on Resolution No. 2024-139, accepting a proposal from InVeris Training Solutions for the Retrofit of the Texas City Police Department indoor shooting range. (Police)

(7) REGULAR ITEMS

- (a) Consider and take action on the third and final reading of Ordinance No. 2024-023 for recommended speed zones for Loop 197 as recommended by TxDOT on the basis of an engineering and traffic investigation. (City Engineer)
- (b) Consider and take action on the third and final reading of Ordinance No. 2024-24 for recommended speed zones for FM 3436 as recommended by TxDOT on the basis of an engineering and traffic investigation. (City Engineer)
- (c) Consider and take action on the first reading of Ordinance No. 2024-26 for recommended speed zones for FM 646 as recommended by TxDOT on the basis of an engineering and traffic investigation. (City Engineer)

(8) EXECUTIVE (CLOSED) SESSION

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

§551.087. Deliberation Regarding Economic Development Negotiations: (1)

(9) RECONVENE FROM EXECUTIVE (CLOSED) SESSION

- (a) Consideration and possible action on Resolution No. 2024-140, to take all necessary actions deriving from Executive Session.

(10) COMMISSIONERS' COMMENTS

(11) MAYOR'S COMMENTS

(12) ADJOURNMENT

NOTICE OF ANY SUBJECT APPEARING ON THIS AGENDA REGARDLESS OF HOW THE MATTER IS STATED MAY BE ACTED UPON BY THE CITY COMMISSION.

NOTICE: The City of Texas City will furnish free transportation to handicapped individuals via a 4-door sedan for anyone wishing to attend the City Commission meetings. Call 948-3111, City Secretary's Office before noon on Monday preceding the meeting to make arrangements.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON OCTOBER 11, 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: 10/16/2024

October 2024 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST

Service Awards

Frederick Posada	Public Works	10/05/2009	15 years
Salvador Chapa	Police	10/06/2004	20 years
Jerry Solomon	Sewer	10/02/1989	35 years

Retirement

Dennis J. Harris Parks & Recreation 12 1/2 years

BACKGROUND (Brief Summary)

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

RECOMMENDATION

Human Resources recommend approval of the October service awards.

Fiscal Impact

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 10/16/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for the October 2, 2024 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

October 2, 2024 Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, OCTOBER 2, 2024 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, OCTOBER 2, 2024, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

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

2. INVOCATION

Led by Pastor Terry Ray from CrossPoint Community Church located 722 3rd Ave N.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 1 DeAndre' Knoxson.

Mayor Dedrick D. Johnson presented a Proclamation declaring October Domestic Violence Awareness Month.

4. REPORTS

a. Aquatic Program (Parks, Rec & Tourism)

Marcell Favolora, Aquatics Coordinator, gave a PowerPoint presentation.

b. Fire Services (Fire Department)

David Zacherl, Fire Chief, gave a PowerPoint presentation.

5. PUBLIC COMMENTS

There were none.

6. CONSENT AGENDA

Commissioner At-Large, Mayor Pro Tem Thelma Bowie, made a motion to approve Consent Agenda items 6a, b, c, d, e, f, g, and h. The motion as seconded by Commissioner District 4 Jami Clark.

- a. Approve City Commission Minutes for September 18, 2024, and September 26, 2024, meetings. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2024-112, authorizing the remounting of one (1) medic unit modular on a new chassis from Frazer, LTD through the HGAC Cooperative Purchasing Program. (Fire)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2024-113, authorizing the purchase of one (1) replacement ancillary unit from Silsbee Ford through the TIPS USA Interlocal Purchasing System. (Fire)

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 2024-114, authorizing the purchase of one (1) Staff Unit for Neighborhood Improvement Services from Silsbee Ford through the TIPS USA Interlocal Purchasing System. (Fire)

Vote: 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 2024-115, authorizing the Mayor to execute an agreement for specialized services with Axon Enterprise, Inc. utilizing Omnia Partners Group Purchasing Contract to provide portable digital media recorder services to the Fire Department. (Fire)

Vote: 7 - 0 CARRIED

- f. Consider and take action on Resolution No. 2024-116, authorizing the Mayor to enter into a contract with SNF Polydyne. (Public Works)

Vote: 7 - 0 CARRIED

- g. Consider and take action on Resolution No. 2024-117, awarding and authorizing the Mayor to enter into a contract for Bid No. 2024-460 Lift Stations 7 and 15 Rehabilitation Project. (Public Works)

Vote: 7 - 0 CARRIED

- h. Consider and take action on Resolution No. 2024-118, authorizing the Mayor to execute a one-year agreement between the County of Galveston and the City of Texas City for the provision of mutual aid to the unincorporated areas of Galveston County. (Fire Department)

Vote: 7 - 0 CARRIED

- i. Consider and take action on Resolution No. 2024-119, approving a Development Agreement with Shoppes at Lago Mar SWC, LLC. (City Engineer)

Kim Golden, City Engineer, spoke about the terms include, among other provisions, the posting of a completion bond to guarantee the construction of the necessary improvements within three years from the date of recording of the final plat and the delivery of a two-year warranty and maintenance bond to cover the improvements upon completion. The agreement also provides that under no circumstances is the City of Texas City required to issue a Building Permit or a Certificate of Occupancy until the public improvements required by Texas City ordinances are constructed, inspected, tested, and accepted.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, to approve Consent Agenda item 6i, only.

Vote: 7 - 0 CARRIED

7. REGULAR ITEMS

- a. Consider and take action on the second reading of Ordinance No. 2024-23 for recommended speed zones for Loop 197 as recommended by TxDOT on the basis of an engineering and traffic investigation. (City Engineer)

Kim Golden, City Engineer, stated upon review of the engineering and traffic investigation by an independent professional traffic operations engineer (P.T.O.E.), the City Engineer recommends approval of the TxDOT recommended speed limits indicated for vehicles traveling upon the named streets and highways.

Commissioner At-Large Abel Garza, Jr. asked to amend the motion to approve both Regular Items with one motion, and the quorum agreed to the request.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 3 Chris Sharp

Vote: 7 - 0 CARRIED

- b. Consider and take action on the second reading of Ordinance No. 2024-24 for recommended speed zones for FM 3436 as recommended by TxDOT on the basis of an engineering and traffic investigation. (City Engineer)

Vote: 7 - 0 CARRIED

8. COMMISSIONERS' COMMENTS

9. MAYOR'S COMMENTS

An audiovisual recording of this meeting is available on the City's website and retained by the CSO for two years after the date of the adaption of the minutes to which the meeting corresponds.

10. ADJOURNMENT

Having no further business, Commissioner At-Large, Abel Garza, Jr. made a MOTION to ADJOURN at 5:40 p.m.; the motion was SECONDED by Commissioner District 2 Keith Love. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(6) (b)

Meeting Date: 10/16/2024

Fire Department Physician

Submitted For: David Zacherl, Fire Department

Submitted By: David Zacherl, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Consider and take action on Resolution 24-120 authorizing the Mayor to appoint an official fire department physician and authorizing annual medical physicals for all sworn firefighters.

BACKGROUND (Brief Summary)

The fire department regularly responds to hazardous material emergencies. The Occupational and Health Administration requires medical surveillance and annual medical physicals of employees engaged in hazardous materials emergency response. This request is for the continuance of the program started in 2004 requiring all sworn personnel of the fire department to take an annual medical physical as well as all new hires, the cost of which is included in the fire department's annual operating budget.

RECOMMENDATION

The Fire Chief recommends approval of the resolution and continuance of this annual program funded in the department's annual operating budget.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: 125000.00

Source of Funds: FY 24/25 Fire Operating Budget

Account #: 101-202-5-4220

Fiscal Impact:

Attachments

Exhibit A
Resolution



October 16, 2024

Dr. Daniel Piazza
Village Medical
7111 Medical Center Dr.
Suite 200
Texas City, Texas 77591

RE: Texas City Fire Department – Department Physician

Dear Dr. Piazza:

This letter will serve as official documentation designating you as the department's medical physician.

If you have any questions or need further clarification, please do not hesitate to give me a call.

Thank you!

Sincerely,

Dedrick D. Johnson
Mayor

RESOLUTION 2024-120

A RESOLUTION AUTHORIZING THE MAYOR TO APPOINT DR. DANIEL PIAZZA OF VILLAGE MEDICAL AS THE OFFICIAL FIRE DEPARTMENT PHYSICIAN IN ACCORDANCE WITH TEXAS PROFESSIONAL SERVICES REQUIREMENTS AND AUTHORIZING ANNUAL EXPENSES ESTIMATED AT ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS FROM THE FIRE DEPARTMENT ANNUAL OPERATING BUDGET; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, The Fire Department desires to appoint Dr. Daniel Piazza as the official fire department physician, and

WHEREAS, Dr. Daniel Piazza possesses the professional skills, knowledge, and abilities that can assist with the health and safety of fire department personnel, and

WHEREAS, The Fire Department regularly engages in emergency hazardous materials response, and

WHEREAS, The Occupational Safety and Health Administration requires medical surveillance and annual medical physicals of employees engaged in hazardous materials emergency response, and

WHEREAS, Funding for this authorization is provided in the Fire Department Annual Operating Budget for purposes of new hire and employee annual medical physicals.

NOW, THEREFORE, BEIT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City hereby authorizes the Mayor to appoint Dr. Daniel Piazza as the official fire department physician, in substantially the same form attached hereto as Exhibit "A" and made part thereof, and

SECTION II: That the Fire Chief is authorized annual expenses estimated at one hundred twenty-five thousand dollars from the fire department annual operating budget for medical physicals of new hires and incumbent employees.

PASSED AND ADOPTED this 16th day of October 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

(6) (c)

Meeting Date: 10/16/2024

Siddons Martin HGAC Service Contract

Submitted For: David Zacherl, Fire Department

Submitted By: David Zacherl, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Consider and take action approving a request by the fire department to utilize Siddons Martin Emergency Group for maintenance and repair services for fire apparatus through HGAC Contract.

BACKGROUND (Brief Summary)

Modern fire apparatus operating systems are heavily dependent on computerized electronics and electrical sensor systems for operation.

In the past, ten percent of the time to make a repair was figuring out what was broken and ninety percent of the time was making the repair. Now, ninety percent of the time spent is figuring out what is broken, and ten percent of the time is spent making the repair.

While we can still make minor repairs such as replacing bulbs, wiper blades, and door handles in house, we do not possess the capability of diagnosing repair issues that place a unit out of service. The City is good at engine system repair, but there are many more things that go bad on fire apparatus that are not engine system related, and a reputable contractor is necessary to diagnose and repair systems such as fire pumps, foam systems, and electrical warning systems/devices.

Siddons Martin Emergency Group possess the professional skills, knowledge and abilities to diagnose and repair fire apparatus operating systems that require advanced computer programs with diagnostic functions specific to fire apparatus programming and has an HGAC contract available specifically for apparatus service and repair.

RECOMMENDATION

The Fire Chief recommends approval of the requisition.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: \$125,000

Source of Funds: FY 24-25 Annual Operating Budget

Account #: 101-202-5-3400

Fiscal Impact:

Please note: This is an estimated cost based on previous expenses over a 3-year period.

Attachments

Exhibit A
Resolution



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

FS12-23

Date Prepared:

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:		Contractor:	Siddons-Martin Emergency Group
Contact Person:		Prepared By:	Jeffrey Doran
Phone:		Phone:	1-800-784-6806
Fax:		Fax:	
Email:		Email:	jdoran@siddons-martin.com

Product Description		November 2024 Pricing
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: #N/A

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.
(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			
Subtotal B:			\$0.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			
Subtotal C:			\$0.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** #N/A

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	#N/A	=	Subtotal D:	#N/A
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E. H-GAC Order Processing Charge (Amount Per Current Policy) 2% of Total Subtotal E: \$0.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Subtotal F:			\$0.00

Delivery Date: **G. Total Purchase Price (D+E+F):** #N/A

HGACBuy FS12-23 Solicitation

Options Price List November 2024

Respondent: Pierce

267	Install Customer Provided Hand light Charger(s)	\$179.00
268	Install Customer Provided Key Storage, Knox Box, in Cab	\$266.00
269	Install Customer Provided Modem	\$820.00
270	Install Customer Provided Thermal Camera(s), Charger Only	\$272.00
271	Install Customer Provided Two-Way Radio Remote Head Cable	\$446.00
272	install Customer MDT	\$1,523.00
273	Install Customer Antenna	\$126.00
274	Install Customer GPS	\$558.00
275	install Customer radio	\$1,384.00
276	install customer Knox	\$266.00
277	install customer drug vault	\$637.00
278	Install radio speakers	\$180.00
279	Install flashlights	\$180.00
280	Install Handheld chargers	\$269.00
281	Install Customer 12 volt battery charger	\$350.00
282	12 volt Radiobank charger	\$2,103.00
283	Cab DATA Router	\$3,402.00
749	Whelen Lighting and parts (Red 23 or Equal)	0% off list
750	Havis (HS 24)	0% off list
751	ProGard (ProGard 2024 Catalog)	0% off list
752	Parts - 0\$ off list	0% off list
753	Major P. M.	\$3,457.00
754	Aerial Maintenance	\$3,071.00
755	ARFF Unit Annual Inspection	\$2,600.00
756	ARFF Minor Service	\$3,599.00
757	ARFF Major Service	\$5,041.00
758	HRET Upgrade - Attack master 4	\$37,175.00
759	Foam System Maintenance Husky or similar (in shop)	\$641.00
760	Conductivity/Refractometer Foam Testing	\$1,116.00
761	CAFS Service	\$493.00
762	Annual Pump Test (in shop)	\$617.00
763	Quantum Step Maintenance	\$545.00
764	Wheels off brake inspection - Single	\$434.00
765	Wheels off brake inspection - Tandem	\$672.00
766	A/C System Service	\$1,267.00
767	Power steering Flush	\$861.00
768	TAK4 Inspection	\$833.00
769	Input Based Foam Testing Using No Foam System	\$2,077.00
770	Operational Dry Chemical Testing	\$816.00
771	Husky/CAFS/Foam Service	\$2,077.00
772	Aerial Testing	\$2,357.00
772A	Maintenance Package A per year	\$9,960.00
772B	Maintenance Package B per year	\$16,346.00
772C	Maintenance Package C per year	\$22,387.00
773	Labor Rate, per hour	\$223.00
774	Parts - 0\$ off list	0% off list
841	Poly Console Box	\$3,442.00
842	Small poly console box	\$2,913.00
843	Pumper Custom Poly Mount Package	\$17,470.00

844	Aerial Custom Poly Mount Package	\$19,848.00
845	Rescue Custom Poly Mount Package	\$23,076.00
846	Engine Tunnel Custom Poly Console	\$2,715.00
847	Aluminum Custom Console	\$2,701.00
848	Aerial Hardware and Adapters	\$5,294.00
849	Aerial Hand tools	\$2,647.00
850	Aerial Pike Poles	\$1,588.00
851	Aerial SAW PACKAGE	\$16,941.00
852	Pumper Saw package	\$12,706.00
853	Battery powered hand tools and saws	\$14,823.00
854	Pumper/Tanker Hardware and adapters	\$7,412.00

RESOLUTION NO. 2024-121

A RESOLUTION AUTHORIZING THE FIRE DEPARTMENT TO UTILIZE SIDDONS MARTIN EMERGENCY GROUP FOR MAINTENANCE AND REPAIR SERVICES RELATED TO THE SAFE OPERATION OF FIRE APPARATUS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) BUY PROGRAM FOR THE FIRE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, The Fire Department desires to utilize the HGAC Contract with Siddons Martin for maintenance and repair of fire apparatus; and

WHEREAS, CONTRACTOR possesses the professional skills, knowledge, and abilities that can assist CITY with the maintenance and repair services related to the safe operation of fire apparatus; and

WHEREAS, Funding for these maintenance and repair services is provided in the Fire Department Annual Operating Budget.

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

SECTION 1: That the City Commission of the City of Texas City hereby authorizes the fire department to utilize Siddons Martin Emergency Group for maintenance and repair of fire apparatus through the Houston-Galveston Area Council (H-GAC) Buy Program Contract No. FS12-23 in substantially the same form attached hereto as Exhibit "A" and made part thereof.

PASSED AND ADOPTED this 16th day of October 2024.

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

APPROVED AS TO FORM:

ATTEST:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (d)

Meeting Date: 10/16/2024

Purchase of three new trucks for the Parks Department

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

Department: Public Works

Information

ACTION REQUEST

Requesting Commission Approval for the Purchase of three new trucks (see below) for the Parks Department to replace aging vehicles. They will be purchased using Buy Board Contract No (724-23)

(2) 2024 Ford F250 SD, Regular Cab Long Bed Trucks for the amount of \$89,974.00.

(1) 2025 Ford F150 4x4 Super Crew Bed Truck for the amount of: \$46,336.00 **Total Cost: \$136,310.00 Account No. 602-55020**

For more detailed information on pricing and specifications of the trucks. Please see the attached documents.

BACKGROUND (Brief Summary)

The current F250 trucks are 14 years old, the F150 is 10 years old. These vehicles are becoming problematic with increasing maintenance costs and downtime. They are ready for replacement.

RECOMMENDATION

It is recommended by Parks and Recreation for the Mayor and City Commission to approve the purchase of these new vehicles.

Fiscal Impact

Attachments

F250

F150

Resolution



Prepared by: Ed Miller
09/30/2024

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

2024 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 430 | Quote ID: txct24f2a

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F2A	Base Vehicle Price (F2A)	\$44,970.00
Packages		
600A	Order Code 600A <i>Includes:</i> - Engine: 6.8L 2V DEVCT NA PFI V8 Gas Flex fuel. - Transmission: TorqShift-G 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail. - 3.73 Axle Ratio - GVWR: 10,000 lb Payload Package - Tires: LT245/75Rx17E BSW A/S Spare may not be the same as road tire. - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	N/C
Powertrain		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas <i>Flex fuel.</i>	Included
44F	Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail.</i>	Included
X37	3.73 Axle Ratio	Included
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S <i>Spare may not be the same as road tire.</i>	Included
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included

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

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



Prepared by: Ed Miller
09/30/2024

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

2024 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 430 | Quote ID: txct24f2a

As Configured Vehicle (cont'd)

Code	Description	MSRP
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
Other Options		
142WB	142" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included
	<i>Includes: - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	
86M	Dual 68 AH/65 AGM Batteries	\$210.00
67B	410 Amp Dual Alternators <i>Includes 250 Amp + 160 Amp.</i>	\$115.00
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
Emissions		
425	50-State Emissions System	STD
Exterior Color		
Z1_01	Oxford White	N/C

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Prepared by: Ed Miller
09/30/2024

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

2024 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 430 | Quote ID: txct24f2a

As Configured Vehicle (cont'd)

Code	Description	MSRP
Interior Color		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Upfit Options		
BuyBoard	Buy Board Fee CONTRACT 724-23 <i>CONTRACT 724-23</i>	\$400.00
09 price increa	2025 price increase	\$800.00
SUBTOTAL		\$46,495.00
Destination Charge		\$1,995.00
TOTAL		\$48,490.00

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Prepared by: Ed Miller
09/30/2024

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

2024 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 430 | Quote ID: txct24f2a

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$44,970.00
Options	\$325.00
Colors	\$0.00
Upfitting	\$1,200.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$48,490.00

Pre-Tax Adjustments

Code	Description	MSRP
01 flt	DISCOUNT AND CONCESSION	-\$3,503.00

Total **\$44,987.00**

x 2 = **\$89,974.00**

Customer Signature

10/2/2024

Acceptance Date

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Prepared by: Ed Miller

09/30/2024

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

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 520 | Quote ID: txcty25w1l

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1L	Base Vehicle Price (W1L)	\$47,780.00
Packages		
101A	Equipment Group 101A Standard <i>Includes:</i> - Engine: 2.7L V6 EcoBoost <i>Includes auto start-stop technology.</i> - Transmission: Electronic 10-Speed Automatic <i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i> - 3.55 Axle Ratio - GVWR: 6,650 lbs Payload Package - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Steel - Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i> - SYNC 4 w/Enhanced Voice Recognition <i>Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.</i>	N/C
Powertrain		
99P	Engine: 2.7L V6 EcoBoost <i>Includes auto start-stop technology.</i>	Included
44G	Transmission: Electronic 10-Speed Automatic <i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
X19	3.55 Axle Ratio	Included
STDGV	GVWR: 6,650 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 265/70R17 BSW A/T	Included
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
A	Vinyl 40/20/40 Front Seat	N/C

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

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



Prepared by: Ed Miller

09/30/2024

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

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 520 | Quote ID: txcty25w1l

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i>	Included
	<i>Includes:</i> - SYNC 4 w/Enhanced Voice Recognition <i>Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.</i>	
PAINT	Monotone Paint Application	STD
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
Emissions		
425	50 State Emissions System	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
Upfit Options		
BuyBoard	Buy Board Fee CONTRACT 724-23	\$400.00

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

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



Prepared by: Ed Miller

09/30/2024

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

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 520 | Quote ID: txcty25w1l

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>CONTRACT 724-23</i>	
SUBTOTAL		\$48,180.00
Destination Charge		\$1,995.00
TOTAL		\$50,175.00

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Prepared by: Ed Miller
09/30/2024

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

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 520 | Quote ID: txcy25w11

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$47,780.00
Options	\$0.00
Colors	\$0.00
Upfitting	\$400.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$50,175.00

Pre-Tax Adjustments

Code	Description	MSRP
01 ft	DISCOUNT AND CONCESSION	-\$3,839.00
Total		\$46,336.00

x 1

Customer Signature

10/2/2024

Acceptance Date

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

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

RESOLUTION NO. 2024-122

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF THREE (3) FORD TRUCKS THROUGH BUYBOARD CONTRACT 724-23 FOR THE PARKS DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, funds are available in the Fiscal Year 2024/2025 budget for the purchase of three (3) Ford trucks through Buy Board Contract 724-23 from Chastang Ford for the total price of \$136,310.00; and

WHEREAS, the truck itemization is as follows:

(2) 2024 Ford F250 SD, Regular Cab Long Bed Trucks for the amount of \$89,974.00.

(1) 2025 Ford F150 4x4 Super Crew Bed Truck for the amount of \$46,336.00

WHEREAS, the truck will be utilized by the Parks Department.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of three (3) Ford trucks through the Buy Board Contract 724-23 from Chastang Ford for the total price of \$136,310.00, as set out on the pricing summary worksheet attached hereto as **Exhibit “A”** and **Exhibit “B.”**

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

PASSED AND ADOPTED this 16th day of October 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

(6) (e)

Meeting Date: 10/16/2024

Purchase of a new Caterpillar 420-4ECA Backhoe

Submitted For: Dj Hutchinson, Public Works

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

The Utilities Department is requesting Commission approval for the purchase of a new Caterpillar 420-4ECA, Backhoe in the amount of: **\$139,212.89** purchased through Sourcewell Contract # 011723-CAT.COI. Funding for this purchase is included in the budget from Account No. 501705 55020

Please note the attachment for details on pricing and equipment specs and options.....

BACKGROUND (Brief Summary)

This will be an additional backhoe for the Utilities Department. Water distribution has one that is getting near the end of its time. We plan to leave that machine at the water plant at Lago Mar since it takes approximately 1 hour to drive it out there. Most of the work is in older Texas City and this is where the new machine will be utilized most frequently. Leaving the older backhoe at Lago Mar will not only save man-power and reaction time logistically, but will also provide maintenance cost benefits from decreased engine hours and tire wear on the new backhoe.

RECOMMENDATION

It is our recommendation that the Mayor and City Commission approve the purchase of this new piece of equipment for continued timely and reliable utility service repairs for the citizens and businesses of Texas City.

Fiscal Impact

Attachments

Catepillar Backhoe
Resolution

MUSTANG CAT	<h1 style="margin:0;">New Machine Sales Agreement</h1>	MUSTANG CAT Rental
REF# Q-20300	MUSTANG MACHINERY COMPANY, LLC. D/B/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX 77040 PHONE: (800) 256 - 1001	
SOLD TO	CUSTOMER	SHIP TO
STREET ADDRESS	City Of Texas City Accounts Payable 1801 9th Avenue North	
CITY/STATE	Texas City/TX	/
POSTAL CODE	77590	
COUNTY/ COUNTRY		
PHONE NUMBER	409-359-5505	
EMAIL	cballast@texas-city-tx.org	
CUSTOMER CONTACT	EQUIPMENT Corbin Ballast	F.O.B. AT:
	PRODUCT SUPPORT	
INDUSTRY CODE		SHIP VIA:
PRINCIPAL WORK CODE		
CUSTOMER NUMBER: 0479650	SALES TAX EXEMPTION NUMBER (IF APPLICABLE):	CUSTOMER PO NUMBER:
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED		
MAKE: Caterpillar	MODEL: 420 4ECA	YEAR: 2024
ID NUMBER: 24NE0041	SERIAL NUMBER: 0H8T05332	SMU: 3
420	420 4ECA	
24NE0041	24NE0041	\$112,330.00
TRIM PACKAGE 3	642-9588	\$51,190.00
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540	\$12,360.00
TIRES, 340 80R18/500 70R24, MX 0	320-2384	\$5,090.00
BUCKET-GP, 13 YD3, PO 965	337-7385	\$3,708.00
BUCKET-SOIL, 24", 85 FT3 395	254-8941	\$2,208.00
MIRRORS, EXTERNAL, BOTH SIDES	382-2499	\$945.00
STABILIZER PADS, FLIP-OVER	9R-6007	\$435.00
CUTTING EDGE, TWO PIECE	9R-5321	\$331.00
SHIPPING/STORAGE PROTECTION	461-6839	\$266.00
RUST PREVENTATIVE APPLICATOR	462-1033	\$141.00
SERIALIZED TECHNICAL MEDIA KIT 0 NC	421-8926	\$0.00
BELT, SEAT, 2" SUSPENSION	206-1747	\$0.00
PACK, DOMESTIC TRUCK	0P-0210	\$0.00
PRODUCT LINK, CELLULAR, PLE643	639-4880	\$0.00
420 LANE 2 ZCON	626-9389	\$0.00
LOADER BUCKET PINS	545-8548	\$0.00
PRODUCT LINK, CELLULAR PL243	643-9561	\$0.00
LANE 2 ORDER	0P-9002	\$0.00
INSTRUCTIONS, ANSI	559-0872	\$0.00
Total Machine List Price:		\$189,004.00
Dealer Discount:		\$53,773.77
Non-Discounted Items:		
	Make Ready	\$1,077.66
	Freight Charges	\$750.00
	Warranty	\$1,891.00
	Miscellaneous	\$0.00
Quote Notes		
Sourcewell Contract #011723-CAT. COI. Quote valid while machine is still available.		

MODEL: _____ YEAR: _____ SERIAL NUMBER: _____
 PAYOUT TO: _____ AMOUNT: \$0.00 PAID BY: _____
 MODEL: _____ YEAR: _____ SERIAL NUMBER: _____
 PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
 MODEL: _____ YEAR: _____ SERIAL NUMBER: _____
 PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

TERMS OF SALE	
SUB TOTAL	\$138,948.89
HEAVY EQUIPMENT TAX	\$264.00
SALES TAX	\$0.00
DDC FEE	\$0.00
DIESEL SURCHARGE	\$0.00
TOTAL CASH PRICE	\$139,212.89
CASH WITH ORDER	\$0.00
TRADE IN ALLOWANCE	\$0.00
TOTAL DOWN PMT. & TRADE IN ALLOWANCE	
UNPAID BALANCE OF TRADES	\$0.00
Invoice - Downpayment + Trade in Allowance	\$139,212.89
TOTAL AMOUNT TO BE FINANCED	\$139,212.89

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY MUSTANG CAT AT TIME OF DELIVERY. CUSTOMER HEREBY STATES THE ABOVE LISTED EQUIPMENT EMISSIONS HAVE NOT BEEN ALTERED OR CHANGED. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO MUSTANG CAT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

PREVENTATIVE MAINTENANCE AGREEMENT

CVA|500 Hours|

EQUIPMENT WARRANTY

Customer acknowledges that he has received a copy of the manufacturer's warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.

WARRANTY TERM	36 Month 3000 Hours Powertrain + Hydraulics + Tech Parts & Labor CAT Work Tools Warranty 12 Months/Unlimited Hours	CUSTOMER INITIAL.	Initial CB
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IT IS MUSTANG CAT'S INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, MUSTANG CAT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF MUSTANG CAT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS

MUSTANG CAT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH MUSTANG CAT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF MUSTANG CAT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION, OR OTHER CHARGES BY MUSTANG CAT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY. ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED.

MUSTANG CAT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. MUSTANG CAT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

DATE 10/02/2024

DATE 10/2/2024

ORDER RECEIVED BY Stuart Newton

CUSTOMER NAME Corbin Ballast
Signed by:

SIGNATURE Stuart Newton

CUSTOMER SIGNATURE Corbin Ballast

TITLE OSR

TITLE 1A2C59B85B9E460... Director of Utilities

1. DEFINITION OF MUSTANG: MUSTANG and Seller are defined as Mustang Machinery Company, LLC. d/b/a MUSTANG CAT, Mustang Rental Services of Texas, LLC. d/b/a MUSTANG RENTAL SERVICES, and their subsidiaries, affiliates and related entities.

2. AGREEMENT: This Agreement becomes binding on MUSTANG CAT only upon MUSTANG CAT's execution of this Agreement, and subject to the availability of the equipment from the manufacturer. Customer shall inspect the equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the equipment in good and operating condition unless the customer promptly notifies MUSTANG CAT of any defects, in writing and via telephone. MUSTANG CAT shall have the right, at its option, to either repair or replace the equipment, or terminate this Agreement, in which event the equipment shall be returned to MUSTANG CAT. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of MUSTANG CAT.

3. TITLE TO EQUIPMENT: Title to the equipment shall pass to the customer only upon MUSTANG CAT's actual receipt of funds in the total amount of the Purchase Price and other sums due to MUSTANG CAT hereunder.

4. TAKEN IN TRADE: Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto MUSTANG CAT to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.

5. TAXES: Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the equipment.

6. CUSTOMER'S WARRANTIES AND USE: In addition to the other warranties contained herein, customer warrants that (i) if customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver, and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the equipment shall at all times be used solely for customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only customer's employees (who must be skilled, trained and certified to do so) shall use the equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the customer to be a contemporaneous exchange for new value given to customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by customer under this Agreement is in the ordinary course of business or financial affairs of customer and MUSTANG CAT, and such payment was made in the ordinary course of business or financial affairs of customer and MUSTANG CAT, or made according to ordinary business terms.

7. SOLE AND EXCLUSIVE REMEDY: Customer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Customer acknowledges that he has received, read, understands and accepts the terms contained herein. The customer agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.

8. LOSS AND DAMAGE: Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the equipment is paid in full, Customer shall promptly give MUSTANG CAT written notice of any loss or damage and reimburse MUSTANG CAT for the value of the equipment if damaged or stolen. MUSTANG CAT's sole responsibility for shipments shall be to deliver the equipment to a public carrier company.

9. SECURITY AGREEMENT: Unless the product(s) is paid for in full in cash at the time of delivery, MUSTANG CAT retains and customer hereby grants to MUSTANG CAT a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accessions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Customer, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of MUSTANG CAT. Customer further appoints MUSTANG CAT as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of customer. In the event customer fails to execute any such financing statement or security agreement upon request by MUSTANG CAT, the entire balance of the purchase price shall be at MUSTANG CAT's option become due and payable and customer shall execute any notes or other evidences of indebtedness that may be required by MUSTANG CAT. However, any note taken herewith shall be evidence of customer's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s).

10. EVENTS OF DEFAULT: The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when MUSTANG CAT deems itself insecure with respect to customer's performance; (4) Customer fails to perform any of customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.

11. REMEDIES ON DEFAULT: In the event of any default by customer, MUSTANG CAT is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, MUSTANG CAT may take possession of the equipment and sell, relet or otherwise dispose of the equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by MUSTANG CAT; (g) recover deficiency from customer; and/or (h) perform by itself, or cause performance of, customer's obligation, at customer's cost. In no event shall MUSTANG CAT be required to sell or relet the equipment, nor required to rebate or pay back any gain or profit as a result of leasing the equipment. MUSTANG CAT's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

12. COLLECTIONS: In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, CUSTOMER agrees to pay reasonable cost of collection and attorney's fees to MUSTANG CAT should this matter be placed in the hands of a collection agency or an attorney for collection.

13. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MUSTANG CAT AND MUSTANG CAT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES, WHILE THE EQUIPMENT IS IN THE POSSESSION OR UNDER THE CONTROL OF THE CUSTOMER OR ITS AGENTS.

14. INSURANCE COVERAGES: Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to MUSTANG CAT a Certificate of Insurance evidencing same. Such insurance obtained by customer shall be primary.

15. NOTICES: All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice. By signing this Agreement, customer represents that it has read and agrees to the Terms and Conditions applicable to communications made by MUSTANG CAT to customer by Text or Email and which are found at <https://www.mustangcat.com/legal-notices/>

16. MISCELLANEOUS: This Agreement may only be modified by a written agreement signed by MUSTANG CAT. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one customer, the obligations of customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of MUSTANG CAT and customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in Harris County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

RESOLUTION NO. 2024-123

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF A NEW CATERPILLAR 420-4ECA BACKHOE THROUGH SOURCEWELL CONTRACT NO. 011723-CAT.COI; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, funds are available in the Fiscal Year 2024/2025 budget for the purchase of a new Caterpillar 420-4ECA Backhoe through Sourcewell Contract No. 011723-CAT.COI for the total price of \$139,212.89; and

WHEREAS, the backhoe will be utilized by the Utilities Department.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of a new Caterpillar 420-4ECA Backhoe through Sourcewell Contract No. 011723-CAT.COI for the total price of \$139,212.89, as set out on the pricing summary worksheet 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 16th day of October 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

(6) (f)

Meeting Date: 10/16/2024

Medic Unit Maintenance and Repair

Submitted For: David Zacherl, Fire Department

Submitted By: David Zacherl, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Consider and take action approving a request by the fire department to utilize Frazer LTD, for maintenance and repair services for medic units through HGAC Contract.

BACKGROUND (Brief Summary)

Frazer LTD builds our medic units and is located in Houston, TX.

Frazer LTD, by virtue of building all our medic units, also possesses the professional skills, knowledge and abilities to diagnose and repair our medic unit operating systems that requires advanced computer programs with diagnostic functions specific to Frazer medic unit programming and has an HGAC contract available for the service, parts and repair.

RECOMMENDATION

The Fire Chief recommends approval of this resolution.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: 20,000.00

Source of Funds: FY 24/25 Operating Budget

Account #: 10120253340

Fiscal Impact:

Estimated cost based on 3-year average.

Attachments

Exhibit A
Resolution

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Frazer, Ltd. - Public Services - ID: 11104

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Frazer, Ltd., hereinafter referred to as the Contractor, having its principal place of business at 7219 Rampart Street, Houston, TX 77081.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

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 task 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.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Oct 01 2023 and ends Sep 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractor's subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis• Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, 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). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406.

Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Frazer, Ltd.

Signature  20D4043FB05E4EB...

Name Laura Griffin

Title CEO

Date 10/17/2023

H-GAC

Signature  82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/23/2023

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Frazer, Ltd. - Public Services - ID: 11104

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, 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 CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Ambulances, EMS & Special Service Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

Project ID: AM10-23

Release Date: Friday, June 9, 2023

Due Date: Thursday, August 10, 2023 12:00pm

Posted Friday, June 9, 2023 7:00am

Bid Unsealed Thursday, August 10, 2023 12:03pm

Pricing Unsealed Thursday, August 10, 2023 12:03pm

All dates & times in Central Time

3. Scope of Work / Specifications

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

3.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Ambulances, EMS and Other Specialty Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available ambulances, emergency medical response and specialty vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories.

3.2. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category G. If that specific vehicle is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category G will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

1. **Ambulance**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, Type (I, II, or III), module configurations/dimensions, chassis (make and model), 2WD/4WD, and fuel type.

2. **Light/Medium Duty EMS Rescue Vehicle**

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis (make and model), dimensions, 2WD/4WD, and fuel type.

3. **Other Specialty Vehicle or Equipment**

Category includes vehicles or trailers for command, communication, tactical response, or other related emergency response functions. Response listings/descriptions must be organized by major sub-categories, which shall include manufacturer, model, type/function, chassis (make and model), axle configuration, dimensions, 2WD/4WD, and fuel type.

4. **EMS Vehicle Conversions**

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis, 2WD/4WD, and fuel type.

5. **Remount Services Only**

Pricing for this service must include the cost of removing an existing body and reinstalling it on a different chassis, only. This service would apply where the chassis was supplied by the end user.

Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end user's responsibility and will be negotiated between the end user and the supplier/contractor when services are quoted.

6. **Remount on Contractor Supplied Chassis**

Pricing for these items must include the cost of the chassis plus the removal and reinstallation of the body.

7. **Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicles**

Response listings must be organized by manufacturer, model, vehicle type/function, and primary fuel/propulsion type.

8. **Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans**

Response listings must include specific details about which fees are included in costs, including current labor rates, and fee structures.

9. **Ambulance/EMS/Rescue Vehicle Parts and Supplies**

Response listing must include percentage discount.

10. **Ambulance/EMS/Rescue Vehicle Options**

Response listing must include percentage discount.

3.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

3.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Division. Contractor must ensure all emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.
3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted (as per latest edition of KKK-A-1822F).
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each listing being bid.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design, materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.
6. On Type I & III emergency medical service MODULE the warranty period will be fifteen (15) years.
7. This warranty will be upgraded to its original status each time the module is remounted by Contractor, or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
8. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
9. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

3.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards (examples: National Fire Protection Association (NFPA), Commission on Accreditation of Ambulance Services (CAAS), Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), Occupational Safety and Health Administration (OSHA)).

3.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

3.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

3.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Ambulance: \$1,000 per purchase order

Category B – Light/Medium Rescue Vehicle: \$1,000 per purchase order

Category C – Specialty Vehicle/Equipment:

Light Rescue/Special Service	\$1,000 per purchase order
Heavy Rescue/Special Service	\$2,000 per purchase order
All Trailers	2% per purchase order
Category D – EMS Vehicle Conversions:	\$1,000 per purchase order
Category E – Remount Services Only:	\$600 per purchase order
Category F – Remount on Contractor Supplied Chassis:	\$600 per purchase order
Category G –Electric/Alternative Fuel Vehicles	Determined by category of vehicle
Category H –Service/Maintenance Plans:	2% per purchase order
Category I - Ambulance/Vehicle Parts and Supplies	2% per purchase order
Category J - Ambulance/EMS/Rescue Vehicle Options	No separate fee - part of vehicle

3.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

Attachment A
Frazer, Ltd.
Ambulances, EMS & Special Service Vehicles
Contract No.: AM10-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Ambulance		
Frazer, Ltd.	Type I - 12'	Ram 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 208,500.00	0%
Frazer, Ltd.	Type I - 12'	Ram 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 189,000.00	0%
Frazer, Ltd.	Type I - 12'	Ram 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 215,750.00	0%
Frazer, Ltd.	Type I - 12'	Ram 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 206,500.00	0%
Frazer, Ltd.	Type I - 12'	Ram 4500 Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 223,500.00	0%
Frazer, Ltd.	Type I - 12'	Ram 4500 Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	\$ 219,250.00	0%
Frazer, Ltd.	Type I - 12'	Ram 4500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 217,000.00	0%
Frazer, Ltd.	Type I - 12'	Ram 4500 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 212,250.00	0%
Frazer, Ltd.	Type I - 12'	Ram 4500 Gas 4x2 Reg Cab-84"CA w/ Aluminum wheels	\$ 208,000.00	0%
Frazer, Ltd.	Type I - 12'	Ram 4500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 205,750.00	0%
Frazer, Ltd.	Type I - 12'	Ram 4500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 221,500.00	0%
Frazer, Ltd.	Type I - 12'	Ram 4500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 210,250.00	0%
Frazer, Ltd.	Type I - 12'	Ram 5500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 218,250.00	0%
Frazer, Ltd.	Type I - 12'	Ram 5500 Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	\$ 220,500.00	0%
Frazer, Ltd.	Type I - 12'	Ram 5500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 222,750.00	0%
Frazer, Ltd.	Type I - 12'	Ram 5500 Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 224,750.00	0%
Frazer, Ltd.	Type I - 12'	Ram 5500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 207,000.00	0%
Frazer, Ltd.	Type I - 12'	Ram 5500 Gas 4x2 Reg Cab-84"CA w/ Aluminum wheels	\$ 209,250.00	0%
Frazer, Ltd.	Type I - 12'	Ram 5500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 211,000.00	0%
Frazer, Ltd.	Type I - 12'	Ram 5500 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 213,250.00	0%
Frazer, Ltd.	Type I - 12'	Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 195,250.00	0%
Frazer, Ltd.	Type I - 12'	Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 206,000.00	0%
Frazer, Ltd.	Type I - 12'	Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 197,750.00	0%
Frazer, Ltd.	Type I - 12'	Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 208,750.00	0%
Frazer, Ltd.	Type I - 12'	Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	\$ 211,250.00	0%
Frazer, Ltd.	Type I - 12'	Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 209,500.00	0%
Frazer, Ltd.	Type I - 12'	Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 214,500.00	0%
Frazer, Ltd.	Type I - 12'	Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 212,750.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 209,000.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 208,250.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-450 Gas 4x2 Reg Cab-84"CA w/ AL wheels	\$ 204,750.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	\$ 215,750.00	0%

Frazer, Ltd.	Type I - 12'	Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 214,500.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-450 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	\$ 220,250.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	\$ 216,500.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	\$ 217,750.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	\$ 219,000.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-450 Diesel 4x4 Super Cab-84"CA w/ AL wheels	\$ 221,500.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 217,750.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-450 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 203,500.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-450 Gas 4x4 Super Cab-84"CA w/ Steel wheels	\$ 209,500.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-450 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	\$ 210,500.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-450 Gas 4x4 Reg Cab-84"CA w/ AL wheels	\$ 208,000.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-450 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 206,750.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	\$ 217,000.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 215,750.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	\$ 220,250.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 219,000.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-550 Gas 4x2 Reg Cab-84"CA w/ AL wheels	\$ 209,250.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-550 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 204,750.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-550 Gas 4x4 Reg Cab-84"CA w/ AL wheels	\$ 206,000.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-550 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 208,000.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	\$ 217,750.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	\$ 219,000.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-550 Gas 4x4 Super Cab-84"CA w/ Steel wheels	\$ 210,500.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	\$ 221,500.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-550 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	\$ 211,750.00	0%
Frazer, Ltd.	Type I - 12'	Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Aluminum wheels	\$ 222,750.00	0%
Frazer, Ltd.	Type I - 12'	International CV515 Diesel 4x2 Cab-84CA w/ Aluminum wheels	\$ 232,250.00	0%
Frazer, Ltd.	Type I - 12'	International CV515 Diesel 4x4 Cab-84CA w/ Aluminum wheels	\$ 234,000.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 214,500.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 195,000.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 221,750.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 212,500.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 4500 Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 229,500.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 4500 Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	\$ 225,250.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 4500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 223,000.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 4500 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 218,250.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 4500 Gas 4x2 Reg Cab-84"CA w/ Aluminum wheels	\$ 214,000.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 4500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 211,750.00	0%

Frazer, Ltd.	Type I - 12'XT	Ram 4500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 227,500.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 4500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 216,250.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 5500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 224,250.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 5500 Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	\$ 226,500.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 5500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 228,750.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 5500 Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 230,750.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 5500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 213,000.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 5500 Gas 4x2 Reg Cab-84"CA w/ Aluminum wheels	\$ 215,250.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 5500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 217,000.00	0%
Frazer, Ltd.	Type I - 12'XT	Ram 5500 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 219,250.00	0%
Frazer, Ltd.	Type I - 12'XT	Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 201,250.00	0%
Frazer, Ltd.	Type I - 12'XT	Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 212,000.00	0%
Frazer, Ltd.	Type I - 12'XT	Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 203,750.00	0%
Frazer, Ltd.	Type I - 12'XT	Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 214,750.00	0%
Frazer, Ltd.	Type I - 12'XT	Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	\$ 217,250.00	0%
Frazer, Ltd.	Type I - 12'XT	Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 215,500.00	0%
Frazer, Ltd.	Type I - 12'XT	Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 220,500.00	0%
Frazer, Ltd.	Type I - 12'XT	Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 218,750.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 215,000.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 214,250.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-450 Gas 4x2 Reg Cab-84"CA w/ AL wheels	\$ 210,750.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	\$ 221,750.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 220,500.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-450 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	\$ 226,250.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	\$ 222,500.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	\$ 223,750.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	\$ 225,000.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-450 Diesel 4x4 Super Cab-84"CA w/ AL wheels	\$ 227,500.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 223,750.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-450 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 209,500.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-450 Gas 4x4 Super Cab-84"CA w/ Steel wheels	\$ 215,500.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-450 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	\$ 216,500.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-450 Gas 4x4 Reg Cab-84"CA w/ AL wheels	\$ 214,000.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-450 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 212,750.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	\$ 223,000.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 221,750.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	\$ 226,250.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 225,000.00	0%

Frazer, Ltd.	Type I - 12'XT	Ford F-550 Gas 4x2 Reg Cab-84"CA w/ AL wheels	\$ 215,250.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-550 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 210,750.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-550 Gas 4x4 Reg Cab-84"CA w/ AL wheels	\$ 212,000.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-550 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 214,000.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	\$ 223,750.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	\$ 225,000.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-550 Gas 4x4 Super Cab-84"CA w/ Steel wheels	\$ 216,500.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	\$ 227,500.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-550 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	\$ 217,750.00	0%
Frazer, Ltd.	Type I - 12'XT	Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Aluminum wheels	\$ 228,750.00	0%
Frazer, Ltd.	Type I - 12'XT	International CV515 Diesel 4x2 Cab-84CA w/ Aluminum wheels	\$ 238,250.00	0%
Frazer, Ltd.	Type I - 12'XT	International CV515 Diesel 4x4 Cab-84CA w/ Aluminum wheels	\$ 240,000.00	0%
Frazer, Ltd.	Type I - 14'	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 242,500.00	0%
Frazer, Ltd.	Type I - 14'	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 238,250.00	0%
Frazer, Ltd.	Type I - 14'	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 236,000.00	0%
Frazer, Ltd.	Type I - 14'	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 231,000.00	0%
Frazer, Ltd.	Type I - 14'	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 227,000.00	0%
Frazer, Ltd.	Type I - 14'	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 224,750.00	0%
Frazer, Ltd.	Type I - 14'	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 240,500.00	0%
Frazer, Ltd.	Type I - 14'	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 228,750.00	0%
Frazer, Ltd.	Type I - 14'	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 237,250.00	0%
Frazer, Ltd.	Type I - 14'	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 239,500.00	0%
Frazer, Ltd.	Type I - 14'	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 241,500.00	0%
Frazer, Ltd.	Type I - 14'	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 243,750.00	0%
Frazer, Ltd.	Type I - 14'	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 226,000.00	0%
Frazer, Ltd.	Type I - 14'	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 228,250.00	0%
Frazer, Ltd.	Type I - 14'	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 230,000.00	0%
Frazer, Ltd.	Type I - 14'	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 232,250.00	0%
Frazer, Ltd.	Type I - 14'	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 230,500.00	0%
Frazer, Ltd.	Type I - 14'	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 228,750.00	0%
Frazer, Ltd.	Type I - 14'	Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 233,750.00	0%
Frazer, Ltd.	Type I - 14'	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 232,000.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 227,750.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 227,000.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 233,500.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	\$ 237,750.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 236,750.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 222,500.00	0%

Frazer, Ltd.	Type I - 14'	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 225,750.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	\$ 227,000.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	\$ 223,750.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	\$ 236,000.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 234,750.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	\$ 239,000.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 238,000.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ AL wheels	\$ 225,000.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 223,750.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ AL wheels	\$ 228,000.00	0%
Frazer, Ltd.	Type I - 14'	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 227,000.00	0%
Frazer, Ltd.	Type I - 14'	International CV515 Diesel 4x2 Cab-108CA w/ Aluminum wheels	\$ 248,250.00	0%
Frazer, Ltd.	Type I - 14'	International CV515 Diesel 4x4 Cab-108CA w/ Aluminum wheels	\$ 252,500.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 248,750.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 244,500.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 242,250.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 237,250.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 233,250.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 231,000.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 246,750.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 235,000.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 243,500.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 245,750.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 247,750.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 250,000.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 234,500.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 236,250.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 238,500.00	0%
Frazer, Ltd.	Type I - 14'XT	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 232,000.00	0%
Frazer, Ltd.	Type I - 14'XT	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 236,750.00	0%
Frazer, Ltd.	Type I - 14'XT	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 235,000.00	0%
Frazer, Ltd.	Type I - 14'XT	Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 240,000.00	0%
Frazer, Ltd.	Type I - 14'XT	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 238,250.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 234,000.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 233,250.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 239,750.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	\$ 244,000.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 243,000.00	0%

Frazer, Ltd.	Type I - 14'XT	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 228,750.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 232,000.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	\$ 233,250.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	\$ 230,000.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	\$ 242,250.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 241,000.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	\$ 245,250.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 244,250.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ AL wheels	\$ 231,250.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 230,000.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ AL wheels	\$ 234,250.00	0%
Frazer, Ltd.	Type I - 14'XT	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 233,250.00	0%
Frazer, Ltd.	Type I - 14'XT	International CV515 Diesel 4x2 Cab-108CA w/ Aluminum wheels	\$ 254,500.00	0%
Frazer, Ltd.	Type I - 14'XT	International CV515 Diesel 4x4 Cab-108CA w/ Aluminum wheels	\$ 258,750.00	0%
Frazer, Ltd.	Type III - 12'	Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	\$ 187,000.00	0%
Frazer, Ltd.	Type III - 12'	Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	\$ 188,750.00	0%
Frazer, Ltd.	Type III - 12'	Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	\$ 189,750.00	0%
Frazer, Ltd.	Type III - 12'XT	Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	\$ 193,250.00	0%
Frazer, Ltd.	Type III - 12'XT	Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	\$ 195,000.00	0%
Frazer, Ltd.	Type III - 12'XT	Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	\$ 196,000.00	0%
Frazer, Ltd.	Type III - 14'	Chevy G4500 Gas 4x2 Reg Cab-100"CA w/ Steel wheels	\$ 206,750.00	0%
Frazer, Ltd.	Type III - 14'	Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	\$ 207,750.00	0%
Frazer, Ltd.	Type III - 14'	Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	\$ 208,750.00	0%
Frazer, Ltd.	MSU - 14'	Mobile Stroke Unit 14' on Freightliner M2 Diesel 4x2 Crew Cab	\$ 534,500.00	0%
Frazer, Ltd.	MSU - 14'	Mobile Stroke Unit 14' on International MV Diesel 4x2 Reg Cab	\$ 534,500.00	0%
Frazer, Ltd.	MSU - 15'	Mobile Stroke Unit 15' on Freightliner M2 Diesel 4x2 Crew Cab	\$ 634,500.00	0%
Frazer, Ltd.	MSU - 15'	Mobile Stroke Unit 15' on International MV Diesel 4x2 Reg Cab	\$ 634,500.00	0%
Category B - Light/Medium EMS Rescue Vehicle				
Frazer, Ltd.	First Responder (UCV) - 9'	Ram 3500 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	\$ 180,000.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ram 3500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 176,250.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ram 3500 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 168,750.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ram 4500 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	\$ 186,500.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ram 4500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 181,250.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ram 4500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 183,250.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ram 4500 Diesel 4x4 Crew Cab-60"CA w/ Aluminum wheels	\$ 188,750.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ram 4500 Gas 4x2 Crew Cab-60"CA w/ Aluminum wheels	\$ 172,000.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ram 4500 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 170,000.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ram 4500 Gas 4x4 Crew Cab-60"CA w/ Steel wheels	\$ 175,250.00	0%

Frazer, Ltd.	First Responder (UCV) - 9'	Ram 4500 Gas 4x4 Crew Cab-60"CA w/ Aluminum wheels	\$ 177,500.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Chevy C2500 Gas 4x2 Reg Cab-60"CA w/ Aluminum wheels	\$ 153,750.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Chevy C2500 Diesel 4x2 Reg Cab-60"CA w/ Aluminum wheels	\$ 164,750.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ford F-350 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	\$ 177,500.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ford F-350 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 173,750.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ford F-350 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	\$ 175,750.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ford F-450 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 178,750.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ford F-450 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	\$ 182,500.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ford F-450 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	\$ 181,000.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ford F-450 Gas 4x4 Crew Cab-60"CA w/ Steel wheels	\$ 171,750.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ford F-450 Gas 4x2 Super Cab-60"CA w/ Steel wheels	\$ 166,000.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ford F-450 Gas 4x4 Super Cab-60"CA w/ Steel wheels	\$ 170,000.00	0%
Frazer, Ltd.	First Responder (UCV) - 9'	Ford F-450 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 167,750.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ram 3500 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	\$ 203,250.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ram 3500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 199,500.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ram 3500 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 192,000.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ram 4500 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	\$ 209,750.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ram 4500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 204,500.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ram 4500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 206,500.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ram 4500 Diesel 4x4 Crew Cab-60"CA w/ Aluminum wheels	\$ 212,000.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ram 4500 Gas 4x2 Crew Cab-60"CA w/ Aluminum wheels	\$ 195,250.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ram 4500 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 193,250.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ram 4500 Gas 4x4 Crew Cab-60"CA w/ Steel wheels	\$ 198,500.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ram 4500 Gas 4x4 Crew Cab-60"CA w/ Aluminum wheels	\$ 200,750.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Chevy C2500 Gas 4x2 Reg Cab-60"CA w/ Aluminum wheels	\$ 177,000.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Chevy C2500 Diesel 4x2 Reg Cab-60"CA w/ Aluminum wheels	\$ 188,000.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ford F-350 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	\$ 200,750.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ford F-350 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 197,000.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ford F-350 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	\$ 199,000.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ford F-450 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 202,000.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ford F-450 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	\$ 205,750.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ford F-450 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	\$ 204,250.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ford F-450 Gas 4x4 Crew Cab-60"CA w/ Steel wheels	\$ 195,000.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ford F-450 Gas 4x2 Super Cab-60"CA w/ Steel wheels	\$ 189,250.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ford F-450 Gas 4x4 Super Cab-60"CA w/ Steel wheels	\$ 193,250.00	0%
Frazer, Ltd.	First Responder (UCV) - 10'	Ford F-450 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 191,000.00	0%
		Category C - Other Specialty Vehicle or Equipment		
Frazer, Ltd.	Mobile Clinic. - 18'	18' Foot Mobile Clinic Module on International MV Diesel 4x2 Crew Cab	\$ 548,000.00	0%

Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 445,500.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 441,250.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 439,000.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 434,000.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 430,000.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 427,750.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 443,500.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 431,750.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 440,250.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 442,500.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 444,500.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 446,750.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 429,000.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 431,250.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 433,000.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 435,250.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 433,500.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 431,750.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 436,750.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 435,000.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 436,500.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	\$ 440,750.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 439,750.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 425,500.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 428,750.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	\$ 430,000.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	\$ 426,750.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	\$ 439,000.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 437,750.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	\$ 442,000.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 441,000.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ AL wheels	\$ 428,000.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 426,750.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ AL wheels	\$ 431,000.00	0%
Frazer, Ltd.	Type I - 14' Mobile Training Unit	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 430,000.00	0%

		Category E - Remount Services Only		
Frazer, Ltd.	12' Remount	12' Remount on Customer Provided Chassis	\$ 45,000.00	0%
Frazer, Ltd.	14' Remount	14' Remount on Customer Provided Chassis	\$ 45,000.00	0%
Frazer, Ltd.	First Responder (UCV) Remount	First Responder (UCV) Remount on Customer Provided Chassis	\$ 40,000.00	0%
		Category F - Remount on Contractor Supplied Chassis		
Frazer, Ltd.	Type I - 12' Remount	Ram 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 119,000.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 99,500.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 126,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 117,000.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 4500 Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 134,000.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 4500 Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	\$ 129,750.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 4500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 127,500.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 4500 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 122,750.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 4500 Gas 4x2 Reg Cab-84"CA w/ Aluminum wheels	\$ 118,500.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 4500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 116,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 4500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 132,000.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 4500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 120,750.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 5500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 128,750.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 5500 Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	\$ 131,000.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 5500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 133,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 5500 Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 135,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 5500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 117,500.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 5500 Gas 4x2 Reg Cab-84"CA w/ Aluminum wheels	\$ 119,750.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 5500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 121,500.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ram 5500 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 123,750.00	0%
Frazer, Ltd.	Type I - 12' Remount	Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 105,750.00	0%
Frazer, Ltd.	Type I - 12' Remount	Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 116,500.00	0%
Frazer, Ltd.	Type I - 12' Remount	Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 108,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 119,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	\$ 121,750.00	0%
Frazer, Ltd.	Type I - 12' Remount	Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 120,000.00	0%
Frazer, Ltd.	Type I - 12' Remount	Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 125,000.00	0%
Frazer, Ltd.	Type I - 12' Remount	Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 123,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 119,500.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 118,750.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-450 Gas 4x2 Reg Cab-84"CA w/ AL wheels	\$ 115,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	\$ 126,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 125,000.00	0%

Frazer, Ltd.	Type I - 12' Remount	Ford F-450 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	\$ 130,750.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	\$ 127,000.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	\$ 128,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	\$ 129,500.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-450 Diesel 4x4 Super Cab-84"CA w/ AL wheels	\$ 132,000.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 128,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-450 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 114,000.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-450 Gas 4x4 Super Cab-84"CA w/ Steel wheels	\$ 120,000.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-450 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	\$ 121,000.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-450 Gas 4x4 Reg Cab-84"CA w/ AL wheels	\$ 118,500.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-450 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 117,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	\$ 127,500.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 126,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	\$ 130,750.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 129,500.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-550 Gas 4x2 Reg Cab-84"CA w/ AL wheels	\$ 119,750.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-550 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	\$ 115,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-550 Gas 4x4 Reg Cab-84"CA w/ AL wheels	\$ 116,500.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-550 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 118,500.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	\$ 128,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	\$ 129,500.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-550 Gas 4x4 Super Cab-84"CA w/ Steel wheels	\$ 121,000.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	\$ 132,000.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-550 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	\$ 122,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Aluminum wheels	\$ 133,250.00	0%
Frazer, Ltd.	Type I - 12' Remount	International CV515 Diesel 4x2 Cab-84CA w/ Aluminum wheels	\$ 142,750.00	0%
Frazer, Ltd.	Type I - 12' Remount	International CV515 Diesel 4x4 Cab-84CA w/ Aluminum wheels	\$ 144,500.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 134,250.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 130,000.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 127,750.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 122,750.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 118,750.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 116,500.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 132,250.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 120,500.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 129,000.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 131,250.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 133,250.00	0%

Frazer, Ltd.	Type I - 14' Remount	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 135,500.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 117,750.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 120,000.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 121,750.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 124,000.00	0%
Frazer, Ltd.	Type I - 14' Remount	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	\$ 122,250.00	0%
Frazer, Ltd.	Type I - 14' Remount	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 120,500.00	0%
Frazer, Ltd.	Type I - 14' Remount	Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	\$ 125,500.00	0%
Frazer, Ltd.	Type I - 14' Remount	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 123,750.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	\$ 119,500.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	\$ 118,750.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 125,250.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	\$ 129,500.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 128,500.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 114,250.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 117,500.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	\$ 118,750.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	\$ 115,500.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	\$ 127,750.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 126,500.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	\$ 130,750.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 129,750.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ AL wheels	\$ 116,750.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	\$ 115,500.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ AL wheels	\$ 119,750.00	0%
Frazer, Ltd.	Type I - 14' Remount	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	\$ 118,750.00	0%
Frazer, Ltd.	Type I - 14' Remount	International CV515 Diesel 4x2 Cab-108CA w/ Aluminum wheels	\$ 140,000.00	0%
Frazer, Ltd.	Type I - 14' Remount	International CV515 Diesel 4x4 Cab-108CA w/ Aluminum wheels	\$ 144,250.00	0%
Frazer, Ltd.	Type III - 12' Remount	Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	\$ 93,750.00	0%
Frazer, Ltd.	Type III - 12' Remount	Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	\$ 95,500.00	0%
Frazer, Ltd.	Type III - 14' Remount	Chevy G4500 Gas 4x2 Reg Cab-100"CA w/ Steel wheels	\$ 94,500.00	0%
Frazer, Ltd.	Type III - 14' Remount	Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	\$ 96,500.00	0%
Frazer, Ltd.	First Responder (UCV) Remount	Ram 3500 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	\$ 124,750.00	0%
Frazer, Ltd.	First Responder (UCV) Remount	Ram 3500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 121,000.00	0%
Frazer, Ltd.	First Responder (UCV) Remount	Ram 3500 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 113,500.00	0%
Frazer, Ltd.	First Responder (UCV) Remount	Ram 4500 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	\$ 131,250.00	0%
Frazer, Ltd.	First Responder (UCV) Remount	Ram 4500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 126,000.00	0%
Frazer, Ltd.	First Responder (UCV) Remount	Ram 4500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 128,000.00	0%

Frazer, Ltd.	First Responder (UCV) Remount	Ram 4500 Diesel 4x4 Crew Cab-60"CA w/ Aluminum wheels	\$ 133,500.00	0%
Frazer, Ltd.	First Responder (UCV) Remount	Ram 4500 Gas 4x2 Crew Cab-60"CA w/ Aluminum wheels	\$ 116,750.00	0%
Frazer, Ltd.	First Responder (UCV) Remount	Ram 4500 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	\$ 114,750.00	0%
Frazer, Ltd.	First Responder (UCV) Remount	Ram 4500 Gas 4x4 Crew Cab-60"CA w/ Steel wheels	\$ 120,000.00	0%
Frazer, Ltd.	First Responder (UCV) Remount	Ram 4500 Gas 4x4 Crew Cab-60"CA w/ Aluminum wheels	\$ 122,250.00	0%
		Category H - Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans		
Frazer, Ltd	Labor	Labor (Hourly Rate)	\$ 145.00	0%

Certificate Of Completion

Envelope Id: AA8CD0AC84A04CE1A37306AD1618DEB8	Status: Completed
Subject: Cooperative Agreement - Contract - Frazer, Ltd. - Public Services - ID: 11104	
Source Envelope:	
Document Pages: 39	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Houston-Galveston Area Council
Time Zone: (UTC-06:00) Central Time (US & Canada)	3555 Timmons Lane, Suite 120
	Houston, TX 77027
	contracts@h-gac.com
	IP Address: 12.11.127.21

Record Tracking

Status: Original	Holder: Houston-Galveston Area Council	Location: DocuSign
10/16/2023 8:02:19 AM	contracts@h-gac.com	

Signer Events

Laura Griffin
 sales@frazerbilt.com
 CEO
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Drawn on Device
 Using IP Address: 108.79.235.153

Timestamp

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 Signed: 10/17/2023 9:08:17 AM

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Charles Wemple
 charles.wemple@h-gac.com
 Executive Director
 Houston-Galveston Area Council
 Security Level: Email, Account Authentication (None)

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 82EC270D5D61423...
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 Signed: 10/23/2023 5:02:19 PM

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/16/2023 8:02:55 AM
Certified Delivered	Security Checked	10/23/2023 5:02:08 PM
Signing Complete	Security Checked	10/23/2023 5:02:19 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	10/23/2023 5:02:19 PM

Payment Events	Status	Timestamps
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RESOLUTION NO. 2024-124

A RESOLUTION AUTHORIZING THE FIRE DEPARTMENT TO UTILIZE FRAZER, LTD. FOR MAINTENANCE AND REPAIR SERVICES RELATED TO THE SAFE OPERATION OF MEDIC UNITS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) BUY PROGRAM FOR THE FIRE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, The Fire Department desires to utilize the HGAC Contract with Frazer, LTD for maintenance, parts, and repair of medic units, and

WHEREAS, CONTRACTOR possesses the professional skills, knowledge, and abilities that can assist CITY with the maintenance, parts, and repair services related to the safe operation of medic units, and

WHEREAS, Funding for these maintenance, parts, and repair services is provided in the Fire Department Annual Operating Budget.

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

SECTION 1: That the City Commission of the City of Texas City hereby authorizes the fire department to utilize Frazer, LTD for maintenance, parts, and repair of medic units through the Houston-Galveston Area Council (H-GAC) Buy Program Contract No. AM10-23 in substantially the same form attached hereto as **Exhibit “A”** and made part thereof.

PASSED AND ADOPTED this 16th day of October 2024.

Dedrick D. Johnson, 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

(6) (g)

Meeting Date: 10/16/2024

purchase of Exmark Lazer Z Diesel 43.5 HP YANMAR Mower

Submitted For: Nicole Best, Recreation and Tourism

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approval of the purchase of one Exmark Lazer Z Diesel 43.5 HP YANMAR Mower through OMNIA PARTNERS Public Sector Purchasing Cooperative Contract# 20469 from League City Outdoor Power Equipment.

BACKGROUND (Brief Summary)

The Parks, Recreation and Tourism Department is requesting the purchase of an Exmark Lazer Z Diesel 43.5 HP YANMAR Mower (\$66,794.00). This equipment is to replace the 2017 TORO GM 4000 Mower unit. Funds are available from FY 2024-25 Capital Equipment Fund Recreation & Tourism. A contract pricing worksheet is attached as well as Mower specs and warranty for your review.

RECOMMENDATION

It is recommended by the Director of Parks, Recreation, and Tourism to accept League City Outdoor Power Equipment OMNIA PARTNERS (Contract# 20469) in the amount of \$66,794.00.

Fiscal Impact

Attachments

attachment

Resolution

Status: Quote

LEAGUE CITY OUTDOOR POWER EQUIPMENT

Quote #: 136697

Invoice Date:

211 LEAGUE CITY PARKWAY

Print Date: 9/30/2024

LEAGUE CITY, TX 77573

TEL: 281-316-6900

BILLING ADDRESS
CITY OF TEXAS CITY City of Texas City 1801 9th Avenue North Texas City, Texas 77590 United States (409) 643-5980

SHIP ADDRESS
CITY OF TEXAS CITY City of Texas City 1801 9th Avenue North Texas City, Texas 77590 United States (409) 643-5980

Sales Rep	Terms	Tax Code	Customer PO	Sales Type	Ship Date
2 - Parts Manager	NET30	NT		Regular or Over the Counter	9/30/2024

Req	Fill	OEM Code	Item No.	Item Description	Bin Location	Your Price	Amount
1.00	1.00			LZS86TDYM12RW0 - Lazer Z Diesel 43.5 HP** Yanmar 3TNV86CT Diesel w/144 UltraCut RD Deck, Deluxe Susp Seat & 15 Semi-Pneumatic *** (ETA per Tim @ TOPE in Georgetown, Texas - 1 available)***		66,794.00	66,794.00
1.00	1.00			Omnia Partners #20469 is the contract number for the quote		0.00	0.00

Tax Authority Code

NT	0.0000
----	--------

Total Invoice

Subtotal:	66,794.00
Ship by Will Call	0.00
Sales Tax:	0.00
Total Invoice:	66,794.00
Total Paid:	0.00
Balance Due:	66,794.00

Tracking No.

Invoice Payments

Type	Amount	Date

THANK YOU FOR YOUR BUSINESS

All returns are subject to a 20% restock fee.

No returns without receipt.

No returns on electrical items and equipment.

No returns after 14 days.

No returns on special orders or close out items.

Delivery days can vary.

Signature

X _____

Exmark Lazer Z® Diesel Turf Equipment Limited Warranty - 5 Years or 1,500 Hours (with No Hour Limit the First 2 Years)



General Warranty Conditions and Products Covered

Exmark Mfg. Co. Inc. warrants on the terms and conditions herein that it will repair, replace or adjust any part on these products found (in the exercise of our reasonable discretion) to be defective in materials or workmanship.

This warranty may only be assigned or transferred to a second (or third) owner by an authorized Exmark dealer. The warranty period commences upon the date of the original retail purchase.

Warranty Conditions

This warranty applies to Exmark Lazer Z Diesel turf equipment sold in the U.S. or Canada for a period of five years or 1,500 hours of operation (whichever occurs first), with no hour limit for the first two years.

This warranty only includes the cost of parts and labor. For the first warrantable service repair on units used exclusively for personal use, Exmark will cover up to \$70 for associated pick-up and delivery charges to and from any authorized Exmark service dealer. Additional transportation charges may apply; contact your dealer for details.

Warranty Exceptions

Warranty Exceptions

- Belts and Tires
- Battery
- Engine

Warranty Period

- 250 hours
- 1 Year - \$110 Reimbursement
- 3 Years or 2000 Hours
(No limit first two years)

Items and Conditions Not Covered

This warranty does not cover the following:

- Any damage or deterioration due to normal use, wear and tear, or exposure.
- Cost of regular maintenance service or parts, such as filters, fuel, lubricants, tune-up parts, and adjustments.
- Any product or part which has been altered or misused or required replacement or repair due to normal wear, accidents, or lack of proper maintenance as set forth in the maintenance section of the operator's manual.
- Any repairs necessary due to use of parts, accessories or supplies, including gasoline/diesel, oil or lubricants, incompatible with the turf equipment or other than as recommended in the operator's manual or other operational instructions provided by Exmark.

There are no other express warranties except for engine and special emission system coverage.

All warranty work must be performed by an authorized Exmark Service Dealer using Exmark approved replacement parts.

Instructions for Obtaining Warranty Service

The product must be registered with original proof of purchase by an Exmark Service Dealer before obtaining any warranty service.

Contact any Exmark Service Dealer to arrange service at their dealership. To locate a dealer convenient to you, access our website at www.Exmark.com U.S. or Canada customers may also call 402-223-6375.

If for any reason you are dissatisfied with the Service Dealer's analysis or with the assistance provided, contact us at:

Exmark Customer Service Department
415 Industrial Row
Beatrice, NE 68310
402-223-6375
service@exmark.com

Owner's Responsibilities

If your product requires warranty service it must be returned to an authorized Exmark service dealer within the warranty period. This warranty extends only to turf equipment operated under normal conditions. Read the operator's manual for important information on the care and operation of your Exmark product. It is your responsibility to service and maintain your Exmark product as described in the operator's manual. Such routine maintenance, whether performed by a dealer or by you, is at your expense.

General Conditions

The sole liability of Exmark with respect to this warranty shall be repair or replacement of defective components as set forth herein. **Exmark is not liable for any incidental or consequential loss or damage.** Such damages include but are not limited to:

- Expenses related to gasoline/diesel, oil or lubricants.
- Travel time, overtime, after hours time or other extraordinary repair charges or charges relating to repairs or replacements outside of normal business hours at the place of business of the authorized Exmark Service Dealer.
- Rental of like or similar replacement equipment during the period of any warranty, repair or replacement work.
- Any telephone charges or travel charges.
- Loss or damage to person or property other than that covered by the terms of this warranty.
- Any claims for lost revenue, lost profit or additional cost as a result of a claim of breach of warranty.
- Attorney's fees.

No claim of breach of warranty shall be cause for cancellation or rescission of the contract of sale of any Exmark mower.

All implied warranties of merchantability (that the product is fit for ordinary use) and fitness for use (that the product is fit for a particular purpose) are limited to the duration of the express warranty.

Some states do not allow exclusions of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions and limitations may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

BID SPECIFICATIONS

Zero-Turn
Lazer Z Diesel
LZS86TDYM12RW0

SPECIFICATIONS

Engine – Yanmar 3TNV86CT TNV, governed to 3,000 RPM

Carb Compliant – Yes

Air Filter – Heavy-duty canister air filtration system with electronic vacuum sensor

Drive System – Kanzaki KPS-18T Transmission, 14-quart oil capacity, spin-on filter. 18 cc shoe type pumps and 1.83/1.09 cubic inch 2 speed Danfoss axial piston motors plus Omni planetary gear reduction, hydraulic oil cooler.

Ground Speed – Infinitely variable speed selection from 0–10 mph (16 kmph) in low speed forward, 0-6mph (10 kmph) reverse and 0-17 mph (27 kmph) in high speed forward, 0–10 mph (16 kmph) reverse.

Hydro Fluid – Exmark Ruby Tran

Cutting Deck – Full-floating UltraCut Rear Discharge Deck. Rear-discharge standard with finish cut baffles included.

Cutting Height – 1.0" (2.5 cm) to 5.5" (11.8 cm) in 0.25" (0.64 cm) increments.

Deck Lift Assist – Hydraulic

Drive Tires – 26x12-12, 6ply

Front Caster Tires – 15 x 6.0-6, smooth-tread, semi-pneumatic.

Steering and Motion Control – Hydraulically dampened twin levers, adjust fore and aft., also adjustable to 2 height positions. Adjustable dampeners (3 positions) to customize drive responsiveness.

Curb Weight – 3250 lbs.

Dimensions:

Deck Size - 144"

Width.....144.9 in. (368cm), 84 in. (213cm) @ 3 in. HOC when folded

Length.....101.3 in. (257.3 cm)

Height.....72.6 in. (184.3 cm)

Blades – 6 Blades at 24.50" Length

Blade-Tip Speed – Approximately 18,500 fpm

Blade Spindles – No maintenance, sealed and non-greasable spindles; 7.75"-diameter cutter housing with 25mm (.98") diameter spindle shaft, double row bearings, top and bottom, and splined blade driver.

Tractor Frame – Welded, heavy-duty 1.5" x 3" x 3/16" tubular steel.

Turning Radius – True zero-turn

Drive-Wheel Release – Allows unit movement without engine running.
Parking Brake – Spring applied, hydraulic release internal wet disc brake.

**Lazer Z Diesel
LZS86TDYM12RW0**

Seat - Deluxe, two-tone, bolstered 4" travel suspension seat with Elastomeric Vibration Control material. Mounted on innovative Seat Isolation System that provides operator isolation in all three planes of motion as well as fore-aft slide and seat flip-up.

Fuel Capacity – 12-gallon (45.4-L), side fuel tanks

Electrical – 12-volt battery with 175-amp alternator.

PTO Engagement – Integrated wet clutch system in transmission, connected to right angle gearbox on deck via drive shaft

Standard Features – 12-volt plug-in, engine hour meter and cup holder

Safety Package – Operator Presence Controls (OPC) and drive system interlock, with safety interlock system indicators.

Onboard Intelligence - RED Technology

Available Accessories and Attachments

Finish Cut Baffles	142-2744
Flasher Light Kit	135-2892
Hydro Maintenance Kit	126-8103
Jack	127-6666
Jack Mount Receiver	135-1768
LED Light Kit	135-7076
Slow Moving Vehicle Sign Kit	135-2891
Sun Shade	126-8077



SO





LAZER Z DIESEL

For a variety of reasons, the diesel-powered Lazer Z mowers may be the right choice for your cutting needs. They make quick work of the largest, toughest jobs and raise the bar for cut quality, operator comfort, fuel efficiency and ease of handling. Our large 144-inch flex wing deck is capable of mowing more than 11.5-acres per hour, making it the most productive mower Exmark has ever built.

**PREMIUM DIESEL PERFORMANCE.
LEGENDARY DURABILITY.
MAXIMUM COMFORT & PRODUCTIVITY.**

FEATURES

UltraCut Deck Technology

Side Discharge: 60 | 72

Rear Discharge: 72 | 96 | 144

Commercial-Grade Engines

Yanmar®

Hydraulic Deck Lift

Provides for easy cutting height adjustment and quick transport

Reduced Maintenance

With an efficient and robust powertrain system, these machines have less maintenance and longer service intervals. The tool-less belt access and removable floor pan makes servicing easy



BUILT FOR LARGE PROPERTIES
The robust engine power and large deck sizes make these mowers Exmark's most productive diesel machines ever. They are a great solution for universities, municipalities, and other sizeable properties yet nimble enough to maneuver smaller landscapes.



ENHANCED OPERATOR COMFORT
Operator comfort is critical to productivity. That's why we've worked so hard to reduce noise and vibration, and placed the operator seat in full suspension on ISO mounts, so you can go for hours.

TOP ACCESSORIES

- LED Light Kit
- Micro-Mulch System
- Operator Controlled Discharge
- Sun Shade
- Trash Container
- Leaf Stopping Kit
- UltraVac Collection System

See your dealer for more information on these accessories. Some accessories may require additional equipment. ©2014 Exmark. All rights reserved.

BUILT FOR PERFORMANCE



Product	Engine	Deck Size	Deck	Fuel Capacity	Fertilizer
QUEST E-SERIES	22 HP ¹ Kohler 7000 Series ¹ KT725	42"	Series 2 Fabricated	3.0 Gallons	ZT-2100
		50"			
QUEST S-SERIES	24.5 HP ¹ Exmark 708 V-Twin	54"	UltraCut Series 3	7.0 Gallons	ZT-2200
	24 HP ¹ Kohler 7000 Series KT735				ZT-2800
RADIUS E-SERIES	24.5 HP ¹ Exmark 708 V-Twin	48"	UltraCut Series 3	7.0 Gallons	ZT-3100
		52"			ZT-3100
		60"			ZT-3100
RADIUS S-SERIES	20.5 HP ¹ Kawasaki FX651V V-Twin	48"	UltraCut Rear Discharge	7.0 Gallons	ZT-3400
	22 HP ¹ Kawasaki FX691V V-Twin	52"			
	23.5 HP ¹ Kawasaki FX730V V-Twin	60"			
RADIUS X-SERIES	31 HP ¹ Kawasaki FX921V V-Twin	60"	UltraCut™ Series 4		
LAZER Z E-SERIES	20.5 HP ¹ Kawasaki FX651V V-Twin	48"	UltraCut™ Series 4	8.0 Gallons	12cc
	24.5 HP ¹ Kawasaki FX751V V-Twin	52"			
	25 HP ¹ Kohler CV742 Command PRO	60"			
	25.5 HP ¹ Kawasaki FX801V V-Twin				
	26 HP ¹ Vanguard V-Twin	72"			
25.5 HP ¹ Kawasaki FX801V V-Twin	72"				
LAZER Z S-SERIES	25.5 HP ¹ Kawasaki FX801V V-Twin	52"	UltraCut Rear Discharge Deck	12.0 Gallons	16cc
	26.5 HP ¹ Kohler ECV749 Command PRO EFI	60"			
	26.5 HP ¹ Kohler ECV749 Command PRO EFI	72"			
LAZER Z X-SERIES	25.5 HP ¹ Kawasaki FX801V V-Twin	60"	UltraCut Series 6	12.0 Gallons	16cc
	31 HP ¹ Kawasaki FX921V V-Twin				
	37 HP ¹ Vanguard Big Block™ V-Twin EFI with Oil Guard™ System	72"			
	38 HP ¹ Kohler ECV980 Command PRO EFI with RED Technology				
	31 HP ¹ Kawasaki FX921V V-Twin	96"			
37 HP ¹ Vanguard Big Block V-Twin EFI with Oil Guard System					
38 HP ¹ Kohler ECV980 Command PRO EFI with RED Technology	96"				
38 HP ¹ Kohler ECV980 Command PRO EFI with RED Technology	96"				
LAZER Z DIESEL	25 HP ¹ Yanmar 3TNV80FT 1.3-Liter Turbo with RED Technology	60"	UltraCut Series 4	7.5 Gallons	Kanzaki KPS-18T
		72"			
		72"			
	37 HP ¹ Yanmar 3TNV88C 1.6-Liter Common Rail with RED Technology	96"			
	43.5 HP ¹ Yanmar 3TNV86CT 1.6L Common Rail Turbocharged Diesel with RED Technology	144"	UltraCut Rear Discharge w/ Flex Wings		
NAVIGATOR	23 HP ¹ Kohler CH730 Command PRO EFI	42"	Full-Floating Fabricated	7.5 Gallons	12cc
	25 HP ¹ Kohler CH740 Command PRO	48"			

Ground Speed	Acres per Hour	Cutting Height	Seat	Front Casters	Drive Tires	Man-Powered	Powered	UltraVac 2 Beam	UltraVac 3 Beam	UltraVac 400S	Warranty	
Up to 7.0 mph	2.37	1.5" to 4.5" 0.5" increments	Foam-Padded High Back, Optional Armrests	11 x 4 Smooth Pneumatic	18 x 7.5-8	*					30-Day Commercial, Limited 3-Year Consumer, Limited ¹	
	2.82			11 x 6 Smooth Pneumatic	18 x 9.5-8	*						
	3.05			Two-Toned, Foam-Padded High Back, with Armrests	13 x 6 Smooth Pneumatic	20 x 10-10	*					
Up to 8.0 mph	3.10	1.5" to 5.0" 0.25" increments	18" Commercial High Back		22 x 9.5-12	*	*				4-Year or 500 Hours, Limited ²	
	3.35				22 x 10.5-12	*	*					
	3.87				23 x 9.5-12	*	*					
Up to 9.0 mph	3.48		20" Premium Full Adjustable Seat Suspension	13 x 6.5-6 Pneumatic	23 x 9.5-12	*	*				4-Year or 750 Hours, Limited ³	
	3.77				23 x 10.5-12	*	*					
Up to 10.0 mph	4.35				24 x 12-12	*	*				4-Year or 1,000 Hours, Limited ⁴	
Up to 8.0 mph	3.10		Deluxe Adjustable Suspension	13 x 5.0-6 Semi-Pneumatic	23 x 9.5-12		*	*	*		5-Year or 1,250 Hours, Limited No Hour Limit First Two Years ⁵	
	3.35			13 x 6.5-6 Semi-Pneumatic	24 x 12-12		*	*	*			
Up to 10.0 mph	4.84	1.0" to 5.5" in 0.25" increments	Deluxe Adjustable Suspension with Seat Isolation System	13 x 6.5-6 Pneumatic (A3 Models)	23 x 9.5-12		*	*	*		5-Year or 1,500 Hours, Limited No Hour Limit First Two Years ⁶	
	5.80			13 x 5.0-6 Semi-Pneumatic	24 x 12-12		*	*	*			
	4.19							*	*	*		
	4.84							*	*	*		
	5.80								*	*		*
Up to 11.5 mph	1.84		Premium Suspension w/ Seat Isolation System	13 x 6.5-6 Semi-Pneumatic	24 x 12-12		*	*	*		5-Year or 1,500 Hours, Limited No Hour Limit First Two Years ⁷	
	5.80							*	*	*		
Up to 10.5 mph	6.68			15 x 6.0-6 Semi-Pneumatic	25 x 12-12		*	*	*		5-Year or 1,500 Hours, Limited No Hour Limit First Two Years ⁸	
	8.13								*	*		*
Up to 11.0 mph	5.32											
	6.39											
Up to 12.5 mph	9.68											
Up to 10 mph	11.61											
Up to 7.0 mph	2.37	1.0" to 4.0" in 0.25" increments	Commercial High Back	8 x 3.0-4 Semi-Pneumatic	18 x 10.5-10						2-Year Limited ⁹	
	2.71											



RESOLUTION NO. 2024-125

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF AN EXMARK LAZER Z DIESEL 43.5 HP YANMAR MOWER THROUGH OMNIA PARTNERS PUBLIC SECTOR PURCHASING COOPERATIVE CONTRACT NO. 20469 FROM LEAGUE CITY OUTDOOR POWER EQUIPMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, funds are available in the Fiscal Year 2024/2025 budget for the purchase of an Exmark Lazer Z Diesel 43.5 HP YANMAR Mower through OMNIA PARTNERS Public Sector Purchasing Cooperative Contract No. 20469 from League City Outdoor Power Equipment; and

WHEREAS, the mower will be utilized by the Parks Department.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of an Exmark Lazer Z Diesel 43.5 HP YANMAR Mower through OMNIA PARTNERS Public Sector Purchasing Cooperative Contract No. 20469 from League City Outdoor Power Equipment for the total price of \$66,794.00, as set out on the pricing summary worksheet 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 16th day of October 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

(6) (h)

Meeting Date: 10/16/2024

Binnacle Texas City 51, LLC and Galveston County Municipal Utility District 79 requests to Petition for Consent to Annex 19.35 acres of land from the District and Binnacle Texas City 51 LLC ("Binnacle 51")/Brookwater Section 1, together with the Certificate of Authority of Binnacle 51.

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Binnacle Texas City 51, LLC and the GCMAD 79 request the consent of the City to annexation of a 19.35 acre tract being Brookwater Subdivision Sections 1A and 1B into the District.

BACKGROUND (Brief Summary)

Brookwater Subdivision Sections 1A and 1B are part of a master-planned residential development that will ultimately contain approximately 201 residential lots and a commercial area on S.H.3. The Planned Urban Development (PUD) preliminary rezoning, Master Plan and Development Agreement were approved by the City Commission on November 17, 2021. The developer has 12 months from the date of approval to begin implementing an approved Master Plan. Developer obtained approval of the Section 1 preliminary plat on May 16, 2022, and an extension of said approval on March 18, 2024, until May 16, 2024. Developer then chose to change the previous Section 1 into Sections 1A and 1B. The developer received approval of the Preliminary Plats for Sections 1A and 1B on July 22, 2024. The Planning Board approved the Final Plats for Sections 1A and 1B on October 7, 2024, subject to developer obtaining a drainage easement to connect the drainage outfall to the GCDD#2 Ditch 6 drainage canal. Staff have been advised the developer has negotiated approved terms for the drainage easement which is in the process of being signed and recorded.

The master-planned project as approved will be on 50-acres of undeveloped land that is on the east side of FM 2004, between Mainland City Centre and GCDD 2's Ditch 6 channel. The project will include a combination of 50', 60', and 70' wide lots. The variety of lot sizes will be balanced and mixed within each section. The city's vision and long-range plan suggests that a variety of housing products be developed to serve the needs of the community and attract new families to the city. Generally, lot sizes and the inclusion of amenities have a beneficial effect on the types of homes being developed.

RECOMMENDATION

Staff recommend consent to annexation of Sections 1A & 1B into the GCMUD 79.

Fiscal Impact

Attachments

Binnacle 51 - Petition for Consent to Annex Land into MUD 79

Binnacle 51 - Certificate of Authority

Binnacle 51 - Survey Map
Resolution

PETITION FOR CONSENT TO ANNEX LAND INTO
GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

TO THE HONORABLE MAYOR AND CITY COMMISSION OF THE CITY OF TEXAS
CITY, TEXAS:

The undersigned, GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 (the "District"), and BINNACLE TEXAS CITY 51 LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Commission of the City of Texas City, Texas (the "City"), for its written consent to the annexation by the District of the 19.35-acre tract of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on August 17, 2020. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Galveston Central Appraisal District.

III.

The Petitioner represents that there are no lienholders on the Land except Gulf Coast Capital Lending LLC, a Texas limited liability company.

IV.

The Land is situated wholly within Galveston County, Texas. No part of the Land is within the limits of any incorporated city, town or village, except the City and no part of the Land is within the extraterritorial jurisdiction (as such term is defined in Local Government Code Section 42.001 *et seq.*, as amended) of any city, town or village. All of the Land may properly be annexed into the District.

V.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, and a drainage and storm sewer system, road facilities, and parks and recreational facilities.

VI.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Galveston County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system nor an adequate drainage system, nor road facilities, nor parks or recreational facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system and a drainage and storm sewer system, road facilities, and parks and recreational facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage and storm sewer system, such road facilities, and such parks and recreational facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

Petitioner and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioner and the District will adopt and abide by the conditions set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on February 22, 2024.

GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 79

By: [Signature]

Name: Michael Arterburn Sr.

Title: President

ATTEST:

By: [Signature]

Name: Cosme Reyes

Title: Secretary

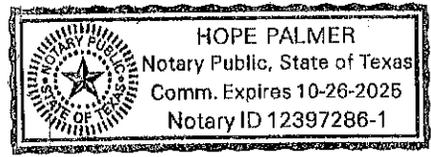


THE STATE OF TEXAS §

§
§
§

COUNTY OF GALVESTON §

This instrument was acknowledged before me on February 22, 2024,
by Michael Arterburn Sr., as President, and
Cosme Reyes, as Secretary, of the Board
of Directors of GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79, a
political subdivision of the State of Texas, on behalf of said political subdivision.

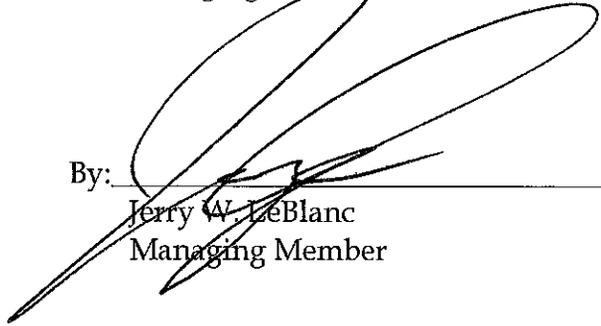


(NOTARY SEAL)

[Signature]
Notary Public, State of Texas

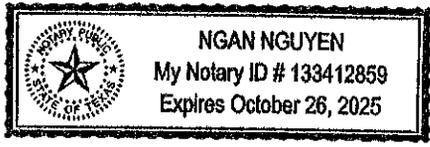
BINNACLE TEXAS CITY 51 LLC,
a Texas limited liability company

By: Binnacle Development, LLC,
a Texas limited liability company,
its Managing Member

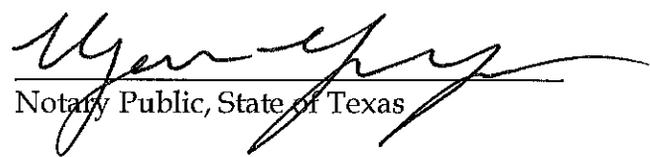
By: 
Jerry W. LeBlanc
Managing Member

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on February 22, 2024,
by Jerry W. LeBlanc, Managing Member of Binnacle Development, LLC, a Texas limited
liability company, Managing Member of BINNACLE TEXAS CITY 51 LLC, a Texas
limited liability company, on behalf of said limited liability companies.



(NOTARY SEAL)


Notary Public, State of Texas

- Attachments:**
Exhibit A: Description of the Land
Exhibit B: Conditions of the City



LEAGUE CITY OFFICE
Registration Number: 10193855
(281) 554-7739 www.hightidelandsurveying.com
200 HOUSTON AVE, SUITE B | LEAGUE CITY, TX 77573
Mailing | P.O. BOX 18142 | GALVESTON, TX 77552

EXHIBIT "A"

BEING A 19.35 ACRE TRACT OF LAND OUT OF LOTS 9 THROUGH 12 OF WATERMAN'S SUBDIVISION OF THE W.K. WILSON SURVEY, ABSTRACT No. 208, SITUATED IN GALVESTON COUNTY, TEXAS, SAID TRACT ALSO BEING 18.65 ACRES OUT OF THAT CERTAIN 24.42 ACRE "TRACT B", TOGETHER WITH 0.70 ACRE OUT OF THAT CERTAIN 10.03 ACRE "TRACT C", BOTH TRACTS BEING CONVEYED TO BINNACLE TEXAS CITY 51, LLC., ACCORDING TO DEED RECORDED UNDER FILE No. 2021084315, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch rod found at the Northwest corner of said 24.42 acre "Tract B", said point lying in the Easterly line of Mall of The Mainland Parkway (a.k.a. F.M. 2004 - called 120 feet in width), said point also being the most Westerly corner of a 337.5 acre tract of land conveyed to Texas City Economic Development Corporation in deed recorded under Instrument No. 2008059944 in the Office of the County Clerk of Galveston County, Texas;

THENCE North 86°16'45" East along the Northerly line of said 24.42 acre "Tract B", a distance of 564.00 feet to a point for corner, and a found 5/8 inch rod;

THENCE South 30°44'21" East along the Easterly line of said 24.42 acre "Tract B", a distance of 307.69 feet to the beginning of a non-tangent curve to the left, and a found 5/8 inch rod;

THENCE continuing along the Easterly line of said 24.42 acre "Tract B" and along said curve having a radius of 850.00 feet, a chord bearing of South 40°10'40" East, a chord length of 118.95 feet, and an arc length of 119.04 feet to a point for corner;

THENCE over and across said 22.42 acre "Tract B" and 10.03 acre "Tract C", the following courses and distances:

South 46°51'41" West, a distance of 193.15 feet to the beginning of a non-tangent curve to the left;

Along said curve having a radius of 680.00 feet, a chord bearing of South 45°39'18" East, a chord length of 59.71 feet, and an arc length of 59.73 feet to a point for corner;

South 46°46'21" West, a distance of 120.04 feet to a point for corner;

South 47°56'52" East, a distance of 64.40 feet to a point for corner;

South 56°10'11" East, a distance of 139.77 feet to a point for corner;

South 45°50'18" East, a distance of 53.03 feet to a point for corner;

South 25°24'29" East, a distance of 53.04 feet to a point for corner;

South 06°12'27" East, a distance of 55.88 feet to a point for corner;

South 02°19'16" East, a distance of 360.00 feet to a point for corner;

South 13°25'31" West, a distance of 125.94 feet to a point for corner;

North 34°46'50" West, a distance of 110.17 feet to a point for corner;

North 74°43'49" West, a distance of 70.75 feet to a point for corner;

North 39°07'24" West, a distance of 33.18 feet to a point for corner;

North 38°45'18" West, a distance of 66.13 feet to a point for corner;

North 32°19'16" West, a distance of 95.00 feet to a point for corner;

South 87°35'36" West, a distance of 60.00 feet to a point for corner;

North 32°19'16" West, a distance of 58.56 feet to a point for corner;

South 87°40'44" West, a distance of 120.00 feet to a point for corner;

REVISED:	FEBRUARY 12, 2024
SURVEY DATE:	JUNE 16, 2023
FILE No.:	7385-0000-0010-001
DRAFTING:	JTK
JOB No.:	23--0248



LEAGUE CITY OFFICE
Registration Number: 10193865
(281) 564-7739 www.hightidelandsurveying.com
200 HOUSTON AVE, SUITE B | LEAGUE CITY, TX 77573
Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

EXHIBIT "A" CONT.

North 02°19'16" West, a distance of 180.00 feet to a point for corner;

South 87°40'44" West, a distance of 115.39 feet to the beginning of a non-tangent curve to the left;

Along said curve having a radius of 25.00 feet, a chord bearing of South 15°21'16" West, a chord length of 15.18 feet, and an arc length of 15.42 feet to a point of tangency;

South 87°40'44" West, a distance of 2.00 feet to a point for corner;

South 02°19'16" East, a distance of 10.00 feet to a point for corner;

South 87°40'44" West, a distance of 10.00 feet to a point for corner;

North 02°19'16" West, a distance of 10.00 feet to a point for corner;

South 87°40'44" West, a distance of 48.00 feet to the beginning of a non-tangent curve to the left;

Along said curve having a radius of 25.00 feet, a chord bearing of North 19°59'48" West, a chord length of 15.18 feet, and an arc length of 15.42 feet to a point for corner;

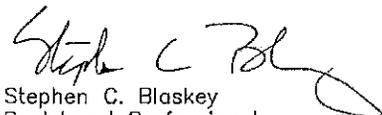
South 87°40'44" West, a distance of 113.39 feet to a point for corner;

South 42°40'44" West, a distance of 2.83 feet to a point for corner;

South 02°19'16" East, at a distance of 171.21 feet pass the common line between said 24.42 acre "Tract B" and 10.03 acre "Tract C", and continuing for a total distance of 806.56 feet to a point for corner, said point lying in the Northerly line of Lot 6, of MALL OF THE MAINLAND, a subdivision in Galveston County, Texas according to the map or plat thereof recorded in Volume 18, Pages 446-448, in the Office of the County Clerk of Galveston County, Texas;

THENCE North 74°05'58" West along the Northerly line of said Lot 6, a distance of 21.06 feet to a point for corner, said point being the Southwest corner of said 10.03 acre "Tract C", said point also lying in the Easterly line of said Mall of the Mainland Parkway;

THENCE North 02°19'16" West along the Easterly line of said Mall Of The Mainland Parkway, same being the Westerly line of said 10.03 acre "Tract C", at a distance of 628.77 feet pass the common line between said 24.42 acre "Tract B" and 10.03 acre "Tract C", and continuing for a total distance of 1,766.23 feet to the POINT OF BEGINNING of the herein described tract, and containing 19.35 acres (842,845 square feet) of land, more or less.


Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856



REVISED:	FEBRUARY 12, 2024
SURVEY DATE:	JUNE 16, 2023
FILE No.:	7385-0000-0010-001
DRAFTING:	JTK
JOB No.:	23-0248

Exhibit B

(a) Bonds will be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing under contract with The City of Texas City, Texas, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, fire-fighting facilities, parks and recreational facilities, and street, road and bridge facilities or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Texas City, Texas, dissolves the District, takes over the assets of the District and assumes all of the obligations of the District. No land will be added or annexed to the District until The City of Texas City, Texas, has given its written consent by resolution of the City Commission to such addition or annexation.

(b) Any refunding bonds of the District must provide for a minimum of three percent present value savings and no maturity of the refunding bonds may extend beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the District, the District, its directors, officers, or the developers and landowners will submit to the Director of Public Works and the City Engineer of The City of Texas City, Texas, or to his/her designated representative, all plans and specifications for the construction of water, sanitary sewer, and drainage facilities and street, road and bridge facilities to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of The City of Texas City, Texas. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the District will

comply with The City of Texas City, Texas' standard plans and specifications. Prior to the construction of such facilities within the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works and the City Engineer, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, and drainage facilities and street, road, and bridge facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of The City of Texas City, Texas; and during the progress of the construction and installation of such facilities, the District Engineer of record shall periodically monitor and observe the construction of facilities and submit to the City a certification that all facilities have been installed to City and State plans and specifications. Additionally, the District shall provide funds to pay the City's cost of contracting with an inspector to provide full time monitoring and inspection of the construction of facilities. The Director of Public Works and the City Engineer of the City of Texas City, Texas, or his/her designated representative, may make periodic on-the-ground inspections.

CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

I, the undersigned Secretary of the Board of Directors of GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into Galveston County Municipal Utility District No. 79 that was filed with the Board of Directors of the District on February 22, 2024.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on February,
2024.

GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 79

By: 
Secretary, Board of Directors



CERTIFICATE OF AUTHORITY

I, Jerry W. LeBlanc, hereby certify that:

1. I am the sole Managing Member of Binnacle Development, LLC, a Texas limited liability company, a Texas limited liability company ("Binnacle");
2. Binnacle is the Managing Member of BINNACLE TEXAS CITY 51 LLC, a Texas limited liability company ("Binnacle 51");
3. In such capacity, I am authorized to execute any and all documents in connection with the annexation of land into GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 (the "District"), including, specifically, but not limited to, the Petition for Consent to Annex Land into the District, and the Petition for Addition of Certain Land into the District, and any certificates needed by the City of Texas City, Texas, the Texas Commission on Environmental Quality and the Attorney General of Texas (the "Annexation Documents"); and
4. Such execution of the Annexation Documents is duly authorized in accordance with the limited liability company agreements of Binnacle and Binnacle 51;
5. Such authorization is valid as of the date of execution of said Annexation Documents.

WITNESS MY HAND this 22nd day of February, 2024.

**BINNACLE DEVELOPMENT, LLC, a Texas
limited liability company**

By: _____

Jerry W. LeBlanc
Managing Member

GROVESHIRE DRIVE
(60' R.O.W.)

RAINSONG SEC. 2
BLOCK 1
(2005A/128 GCMR)

Lot 3 Lot 2 Lot 1 Reserve B

G.C. JUD No. 31
4.77 Acre Tract
(2019049302 GCDR)

G.C.D. No. 2 (2004079069 GCDR)

James Daniels
0.885 Acre Tract
(2007059123 GCDR)

YAG Partnership
0.70 Acre Tract
(010-04-2546 GCDR)

32nd AVENUE NORTH
(60' R.O.W.)

Wicksham Investments, LP.
3.49 Acre Tract
(2008013652 GCDR)

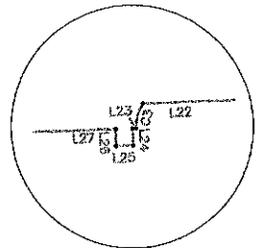
LOT 9
WATERMAN'S
SUBDIVISION
Ali Danish
1.50 Acre Tract
(2020016234 GCDR)

30th AVENUE NORTH
(60' R.O.W.)

Feroz & Samina Mirani
1.12 Acre Tract
(No Deed Found)

Windsor Estates Texas City, LLC.
27.61 Acre Tract
(2020077840 GCDR)

Dickinson Independent School District
14.49 Acre Tract
(2020059789 GCDR)



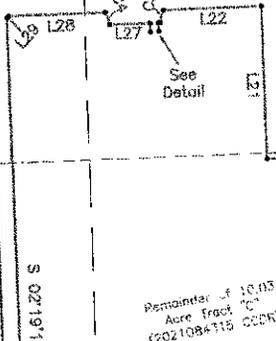
DELTA
Scale: 1"=50'

Texas City Economic
Development Corporation
Pl. 337.5 Acre Tract
(2008059944 GCDR)

MALL OF THE MAINLAND PARKWAY
(120' R.O.W. - AKA F.M. 2004 - Vol. 647, Pg. 368 GCDR)

19.35 ACRE TRACT
Pl. 24.42 Acre Tract "B"
(2021084315 GCDR)
Pl. 10.03 Acre Tract "C"
(2021084315 GCDR)

S 02°19'16" E 360.00'



Remainder of 10.03
Acre Tract "C"
(2021084315 GCDR)

Remainder of 24.42
Acre Tract "B"
(2021084315 GCDR)

16.1630 Acre
Tract "1"
(2021084315
GCDR)

Texas City Economic
Development Corporation
Pl. 337.5 Acre Tract
(2008059944 GCDR)

W.K. WILSON SURVEY
ABSTRACT No. 208

EXHIBIT "A"

EXHIBIT OF A 19.35 ACRE TRACT OF LAND OUT OF LOTS 9 THROUGH 12 OF WATERMAN'S SUBDIVISION OF THE W.K. WILSON SURVEY, ABSTRACT NO. 208, SITUATED IN GALVESTON COUNTY, TEXAS, SAID TRACT ALSO BEING 18.85 ACRES OUT OF THAT CERTAIN 24.42 ACRE "TRACT B", TOGETHER WITH 0.70 ACRE OUT OF THAT CERTAIN 10.03 ACRE "TRACT C", BOTH TRACTS BEING CONVEYED TO BINACLE TEXAS CITY 31, LLC, ACCORDING TO DEED RECORDED UNDER FILE NO. 2021084315, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON ATTACHED EXHIBIT "D".

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856



LOT 11
WATERMAN'S
SUBDIVISION

LOT 12
WATERMAN'S
SUBDIVISION

City of Texas City
20-Acre Tract
(04-1706 GCDR)

City of Texas City
20-Acre Tract
(04-1706 GCDR)

LOT 6
Reserve Tract "A"

MALL OF THE
MAINLAND
(VOL. 187 PG.
448-449 GCDR)

REVISED: FEBRUARY 12, 2024
SURVEY DATE: JUNE 15, 2023
FILE NO.: 7305-0000-0010-001
DRAWING: JTK
JOB NO.: 23-0248

CLAVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	850.00	118.04	118.05	S 40°19'49" E	8°01'24"
C2	880.00	159.73	159.71	S 45°39'18" E	19°01'56"
C3	25.00	15.42	15.18	S 15°21'16" W	13°21'04"
C4	25.00	15.42	15.18	N 15°59'48" W	13°21'04"

LINE	BEARING	DISTANCE
L1	N 02°18'51" E	11.08
L2	N 32°17'41" E	83.25
L3	N 86°58'24" E	24.68
L4	S 32°47'41" W	21.38
L5	S 02°10'16" E	44.24
L6	S 45°56'21" W	120.04
L7	S 47°58'52" E	84.40
L8	S 56°10'11" E	139.77
L9	S 49°50'18" E	153.03
L10	S 29°24'28" E	53.04
L11	S 06°12'27" E	55.88
L12	S 13°25'11" W	125.54
L13	N 84°48'50" W	116.17
L14	N 74°43'49" W	70.76
L15	N 69°07'24" W	33.19
L16	N 88°49'30" W	66.13
L17	N 02°19'16" W	85.00
L18	S 47°35'35" W	180.00
L19	N 02°19'16" W	180.00
L20	S 07°40'44" W	120.00
L21	N 02°19'16" W	180.00
L22	S 87°40'44" W	116.39
L23	S 07°40'44" W	120.00
L24	S 02°19'16" E	180.00
L25	S 87°40'44" W	116.00
L26	S 07°40'44" W	116.39
L27	S 87°40'44" W	116.00
L28	S 87°40'44" W	116.39
L29	S 42°30'14" W	132.00
L30	N 74°05'58" W	211.06

SCALE: 1" = 100'



LEAGUE CITY OFFICE
Registration Number: 19103883
1801 E. 54th Street, Suite 811 League City, TX 77583
280 HOUSTON AVE, SUITE B1 LEAGUE CITY, TX 77573
Mailing: 115-C, BOX 16132 GALVESTON, TX 77552

RESOLUTION NO. 2024-126

A RESOLUTION OF CONSENT TO THE ANNEXATION OF CERTAIN LAND COMPRISING THE BROOKWATER SUBDIVISION INTO GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 SECTIONS 1A AND 1B UPON CERTAIN CONDITIONS AND FURTHER PROVIDING THEREWITH; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Binnacle Texas City 51, LLC and Galveston County Municipal Utility District No. 79 request the consent of the City to the annexation of a 19.35-acre tract being Brookwater Subdivision Sections 1A and 1B into the District; and

WHEREAS, the master-planned project, as approved, will be on 50 acres of undeveloped land that is on the east side of FM 2004, between Mainland City Centre and GCDD 2's Ditch 6 channel. The project will include a combination of 50', 60', and 70' wide lots. The variety of lot sizes will be balanced and mixed within each section; and

WHEREAS, the City's vision and long-range plan suggest that a variety of housing products be developed to serve the community's needs and attract new families to the City.

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

SECTION 1: That the Petition for Consent to Annexation of Sections 1A & 1B into the Galveston County Municipal Utility District No. 79 filed jointly by said Galveston County Municipal Utility District No. 79 and Binnacle Texas City 51, LLC, together with all exhibits thereto is hereby incorporated herein by reference.

SECTION 2: Annexation of Sections 1A & 1B into the Galveston County Municipal Utility District No. 79.

PASSED AND ADOPTED this 16th day of October 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

(6) (i)

Meeting Date: 10/16/2024

Consider and take action to affirm the Agreement for Professional Engineering Services between the City of Texas City and Douglas Kneupper, P.E.

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 to affirm the Independent Contractor Agreement between the City of Texas City and Douglas Kneupper, P.E. (former City Engineer) to provide consulting services as needed in support of the Engineering & Planning Department.

BACKGROUND (Brief Summary)

The Independent Contractor Agreement between the City of Texas City and Doug Kneupper, P.E., authorized on June 3, 2021, is perpetual but requires annual authorization to satisfy the requirements of the purchasing policy. The consulting services provided by Mr. Kneupper support the routine operations of the Engineering & Planning department with plan reviews, project coordination and general consultation.

RECOMMENDATION

City Engineer recommends approval of the agreement.

Fiscal Impact

Attachments

Kneupper.Doug-Independent Contractor Agreement 2021-0603
Resolution

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is by and between the City of Texas City, Texas, a home-rule municipality, (“City”) and Doug Kneuppper an individual residing at 1424 Coleman Boylan, League City, Texas 77573 (“Consultant”) referred to collectively as the “Parties.”

WHEREAS, the Consultant desires to provide certain Consultant services set out in this Agreement, and the City desires to retain the Consultant to provide such services.

IN CONSIDERATION of the mutual promises made in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

1. Scope of Work. The City engages the Consultant to furnish the work described in Exhibit “A” attached to this Agreement (the “Work”) at the times specified in Exhibit “A” and the Consultant agrees to furnish the Work as specified.

2. Price and Payment. The City agrees to pay the Consultant in accordance with the terms set out in Exhibit “A”, and the Consultant agrees to accept such amounts as full payment for all work performed for the City, and to sign affidavits and/or receipts as the City may request in order to acknowledge payment.

3. Consultant Relationship. The Consultant is a consultant and is not an employee, servant, agent, partner or joint venturer of the City. The City shall determine the Work to be done by the Consultant, but the Consultant shall determine the legal means by which the Work is accomplished. The Consultant agrees to comply with all applicable laws, statutes, and regulations relating to providing the Work, including but not limited to environmental laws, employment laws, safety regulations, and any other applicable laws, statutes, or regulations.

4. Taxes and Benefits. The Consultant shall be responsible to pay all taxes as required by law. The City is not responsible to withhold, and shall not withhold, taxes of any kind from any payments due to the Consultant. Neither the Consultant (nor the Consultant’s employees, if any) shall be entitled to receive any benefits from the City, including but not limited to worker’s compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing or Social Security.

5. Risk. The Consultant shall perform the Work at Consultant’s own risk.

6. Assignment. The Consultant may assign any or all of its rights or duties under this Agreement at any time without the advance written consent of the City.

7. Term and Termination. This Agreement is effective on the date the Agreement is signed by the City (unless an Effective Date is specified in Exhibit “A”) and shall continue in effect until terminated by either Party upon written notice to the other. Either party must give at least fifteen (15) days’ notice of termination to the other. Any such termination shall not affect the City’s obligation to pay the Consultant for Work performed before the date of termination.

8. Entire Agreement. This Agreement is the entire agreement between the Parties, and supercedes all prior negotiations, discussions or communications regarding the subject matter of the Agreement. Neither Party is relying on any representation or promise not expressly stated in this Agreement. This Agreement may not be supplemented, amended or revised unless in writing and signed by the Parties.

9. Severability. If any part of this Agreement is determined to be unenforceable by a court or tribunal of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

10. Choice of Law. This Agreement is made and shall be enforced under the laws of the State of Texas, without regard to its provisions concerning choice of law.

11. Attorney's Fees. If any legal action arises under this Agreement or by reason of any alleged breach of it, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees incurred in enforcing or attempting to enforce any of the terms, covenants, or conditions, including costs incurred prior to commencement of legal action, and all costs and expenses, including reasonable attorney's fees, incurred in any appeal from an action brought to enforce any of the terms, covenants, or conditions. For purposes of this section, "Prevailing party" includes without limitation a party who agrees to dismiss a suit or proceeding upon the other's payment or performance of substantially the relief sought.

12. Notices. All notices permitted or required under this Agreement shall be sent by electronic mail or Certified Mail to the addresses set forth in Agreement. Either Party may change the address for notice to that Party by providing written notice of such change in accordance with this paragraph.

13. Indemnity. Consultant hereby agrees to defend, release, indemnify, and hold harmless City, from all losses, costs, expenses and causes of action (including attorney's fees and court costs) for loss or for damage to property, and for injuries or illness to persons and death arising out of, incident to, or in connection with, any and all operations and activities under this agreement and which are asserted by or arise in favor of consultant, whether or not such losses, costs, expenses, injuries, death, or causes of action are caused or contributed to by the negligence, omission, strict liability or contractual liability, or fault of any member of the client group and whether or not caused by a pre-existing condition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf as of the day of the year first above written.

City of Texas City, Texas

Doug Kneuppper

By: Dedrick D Johnson
Dedrick Johnson, Sr., Mayor

Doug Kneuppper
Date: 6-3-2021

Date: 6-3-2021

EXHIBIT "A"

Scope of Work:	<p>1. Consultant shall provide:</p> <p>Professional services commensurate with those Consultant provided to the City during his employment prior to the Effective Date Consultant shall the same access as a regular employee of the City (laptop, emails, etc.) and will be reimbursed any mileage at the current IRS rate.</p> <p>Consultant shall serve at the direction of the Mayor.</p>
Price:	<p>1. The City shall pay the Consultant as follows for Work performed under this Agreement as follows:</p> <p>\$120.00 per hour not to exceed 30 hours per week unless approved in advance by the Mayor.</p> <p>*Invoices should be submitted to Laura Boyd monthly for approval and payment processing.</p>
Effective Date:	<p>June 1, 2021</p>

RESOLUTION NO. 2024

-127

A RESOLUTION AFFIRMING AN INDEPENDENT CONTRACTOR AGREEMENT WITH DOUGLAS KNEUPPER FOR PROFESSIONAL CONSULTING SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, to provide professional services commensurate with those professional services to the City during his employment prior to the Effective Date; and

WHEREAS, consultant shall have the same access as a regular employee of the City (laptop, emails, etc.) and will be reimbursed any mileage at the current IRS rate. Consultant shall serve at the direction of the Mayor.

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

SECTION 1: That the City Commission of the City of Texas City hereby affirms the Agreement with Douglas Kneupper attached hereto as **Exhibit “A”** and made part thereof.

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

PASSED AND ADOPTED this 16th day of October 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

(6) (j)

Meeting Date: 10/16/2024

Utilities Department - SCADA System Repairs and Upgrades

Submitted For: Dj Hutchinson, Public Works

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

The Utilities Department is requesting approval from the City Commission for valve repairs and upgrades to the City's SCADA (Supervisory Control and Data Acquisition) system at the following water plants:

HEIGHTS WATER PLANT- Installation of two new 6" MOV's (Motor Operated Valves) and required appurtenances. \$28,220.00

32ND STREET WATER PLANT- Installation of two new 6" MOV's and required appurtenances. \$25,200.00

9TH STREET / 9TH AVE. WATER PLANT- Installation of one 8" MOV's and required appurtenances. \$18,060.00

GODARD PARK WATER PLANT- Installation of new transducer on the GST. \$3500.00

ORCHID WATER PLANT- Installation of two new transducers on the Distribution and GST pipelines. \$10,000.00

Total Cost of Repairs and Upgrades- \$85,000.00

K2 Services Contract #092-2021

Funding is to come from Utilities Account No, 501705 55020

***** For a more detailed description of cost estimates, please see attachment**

BACKGROUND (Brief Summary)

Existing valves are pneumatically operated and have become problematic. Replacing the pneumatic valves with electrically operated valves will increase reliability of the water system and reduce maintenance costs.

RECOMMENDATION

It is the recommendation of the Utilities Department that the Mayor and City Commission approve this request to enhance the reliability of the City's water system.

Fiscal Impact

Attachments

K2 Service Estimates for SCADA Upgrades
Resolution



K2 Services, Ilc

24200 Southwest Fwy Ste 402-357
Rosenberg, TX 77471
(832) 382-3434
Sales@k2svc.com
www.k2svc.com



Estimate

ADDRESS	SHIP TO	SHIP VIA	K2 Services	ESTIMATE	1955
Jason Baecker	Jason Baecker			DATE	10/04/2024
Texas City, C/O - Water Department	Texas City, C/O - Water Department			EXPIRATION	11/03/2024
1801 9th Avenue North	911 Hwy 146			DATE	
Texas City, TX 77590	Texas City, Texas 77590				
United States	United St				

K2 SVC SO#	LOCATION
11022	Heights WP

ITEM / DESCRIPTION	QTY	RATE	AMOUNT
Field Service Call Location: Heights WP Reason for service: Installation of (2) MOVs to replace the existing Cia-Vals	1	28,220.00	28,220.00
Exclusions -Additional repairs due to hidden or unforeseen damage will be performed on a time and material basis	1	0.00	0.00
Freight Best Way, PrePay & Add	1	0.00	0.00
SUBTOTAL			28,220.00
TAX			0.00
TOTAL			\$28,220.00

Accepted By

Accepted Date

K2 Services, Ilc

24200 Southwest Fwy Ste 402-357
Rosenberg, TX 77471
(832) 382-3434
Sales@k2svc.com
www.k2svc.com



Estimate

ADDRESS	SHIP TO	SHIP VIA	K2 Services	ESTIMATE	1957
Jason Baecker	Jason Baecker			DATE	10/04/2024
Texas City, C/O - Water Department	Texas City, C/O - Water Department			EXPIRATION	11/03/2024
1801 9th Avenue North	911 Hwy 146			DATE	
Texas City, TX 77590	Texas City, Texas 77590				
United States	United St				

K2 SVC SO#	LOCATION
11021	32nd St WP

ITEM / DESCRIPTION	QTY	RATE	AMOUNT
Field Service Call Location: 32nd St WP Reason for service: Installation of two (2) new MOV butterfly valves to replace existing Cla Vals	1	25,220.00	25,220.00
Exclusions -Additional repairs due to hidden or unforeseen damage will be performed on a time and material basis	1	0.00	0.00
Freight PrePay & Add	1	0.00	0.00
SUBTOTAL			25,220.00
TAX			0.00
TOTAL			\$25,220.00

Accepted By

Accepted Date

K2 Services, Ilc

24200 Southwest Fwy Ste 402-357
Rosenberg, TX 77471
(832) 382-3434
Sales@k2svc.com
www.k2svc.com



Estimate

ADDRESS	SHIP TO	SHIP VIA	K2 Services	ESTIMATE	1958
Jason Baecker	Jason Baecker			DATE	10/04/2024
Texas City, C/O - Water Department	Texas City, C/O - Water Department			EXPIRATION	11/03/2024
1801 9th Avenue North	911 Hwy 146			DATE	
Texas City, TX 77590	Texas City, Texas 77590				
United States	United St				

K2 SVC SO#	LOCATION
11020	9th & 9th WP

ITEM / DESCRIPTION	QTY	RATE	AMOUNT
Field Service Call Location: 9th & 9th WP Reason for service: Installation of one (1) new MOVs to replace existing Cla-Val	1	18,060.00	18,060.00
Exclusions -Additional repairs due to hidden or unforeseen damage will be performed on a time and material basis	1	0.00	0.00
Freight PrePay & Add	1	0.00	0.00
SUBTOTAL			18,060.00
TAX			0.00
TOTAL			\$18,060.00

Accepted By

Accepted Date

K2 Services, llc

24200 Southwest Fwy Ste 402-357
Rosenberg, TX 77471
(832) 382-3434
Sales@k2svc.com
www.k2svc.com



Estimate

ADDRESS	SHIP TO	SHIP VIA	K2 Services	ESTIMATE	1960
Jason Baecker	Jason Baecker			DATE	10/04/2024
Texas City, C/O - Water Department	Texas City, C/O - Water Department			EXPIRATION	11/03/2024
1801 9th Avenue North	911 Hwy 146			DATE	
Texas City, TX 77590	Texas City, Texas 77590				
United States	United St				

K2 SVC SO#	LOCATION
11026	Godard WP

ITEM / DESCRIPTION	QTY	RATE	AMOUNT
Field Service Call Location: Godard WP Reason for service: Relocate GST Transducer	1	3,500.00	3,500.00
Exclusions -Additional repairs due to hidden or unforeseen damage will be performed on a time and material basis	1	0.00	0.00
		SUBTOTAL	3,500.00
		TAX	0.00
		TOTAL	\$3,500.00

Accepted By

Accepted Date

K2 Services, Ilc

24200 Southwest Fwy Ste 402-357
Rosenberg, TX 77471
(832) 382-3434
Sales@k2svc.com
www.k2svc.com



Estimate

ADDRESS

Jason Baecker
Texas City, C/O - Water Department
1801 9th Avenue North
Texas City, TX 77590
United States

SHIP TO

Jason Baecker
Texas City, C/O - Water Department
911 Hwy 146
Texas City, Texas 77590
United St

ESTIMATE 1959
DATE 10/04/2024
EXPIRATION 11/03/2024
DATE

K2 SVC SO#
11025

LOCATION
Orchid WP

ITEM / DESCRIPTION	QTY	RATE	AMOUNT
Field Service Call Location: Orchid WP Reason for service: Relocate Distribution & GST Transducer	1	10,000.00	10,000.00
Exclusions -Additional repairs due to hidden or unforeseen damage will be performed on a time and material basis	1	0.00	0.00
SUBTOTAL			10,000.00
TAX			0.00
TOTAL			\$10,000.00

Accepted By

Accepted Date

RESOLUTION NO. 2024-128

A RESOLUTION APPROVING VALVE REPAIRS AND UPGRADES TO THE CITY'S SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM (SCADA) AT VARIOUS WATER PLANT LOCATIONS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, existing valves at various water plants are pneumatically operated and have become problematic; and

WHEREAS, replacing the pneumatic valves with electrically operated valves will increase the reliability of the water system and reduce maintenance costs; and

WHEREAS, funds are available in the City's 2024-2025 Fiscal Year Budget.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves valve repairs and upgrades to the City's SCADA system for the total price of \$85,000.00, as set out on the cost estimates 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 16th day of October 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

(6) (k)

Meeting Date: 10/16/2024

Sale of Property In Trust (PIT) to the Texas City Economic Development Corporation

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

Information

ACTION REQUEST

Consideration and possible action regarding the approval of an offer to purchase tax-foreclosed property described as Lots Six (6) and Seven (7), Texas City Second Division, known commonly as vacant lots located at 920 2nd Ave South, by the Texas City Economic Development Corporation for the sum of \$17,187.50 and authorizing the Mayor to execute a Trustee's Deed conveying title to said property further as further described in the attached Trustee's Deed.

BACKGROUND (Brief Summary)

The Texas City Property In Trust Committee met on Tuesday, September 24, 2024, and unanimously approved the sale of the property to the Texas City Economic Development Corporation. The total sale cost of the property is \$17,187.50. The sale proceeds of this property will be distributed to various taxing entities as shown in the attached Resale of Property Proceeds Distribution Form.

RECOMMENDATION

Staff recommends approving an offer to purchase tax-foreclosed property described as Lots Six (6) and Seven (7), Texas City Second Division, known commonly as vacant lots located at 920 2nd Avenue South, by the Texas City Economic Development Corporation for the sum of \$17,187.50 and authorize the Mayor to execute a Trustee's Deed conveying title to said property as further described in the attached Trustee's Deed.

Fiscal Impact

Attachments

Trustee's Deed

Distribution Worksheet

Resolution

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEE'S DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, 212TH Judicial District in Cause Numbered 18-TX-0515, styled "**County of Galveston, et al. vs. Viola Johnson, et al**" the Sheriff of Galveston County, on 4th of March, A.D., 2019, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on the first Tuesday of **April, A.D., 2019** (the same being the **6th** day of said month), sold and conveyed the premises to **City of Texas City**, as Trustee for itself and for **County of Galveston, College of the Mainland and Texas City Independent School District** for the sum of **Five Thousand Six Hundred Thirty and 00/100 Dollars (\$5,630.00)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **Seventeen Thousand One Hundred Eighty-seven and 50/100 Dollars (\$17,187.50)**;

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b);

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **City of Texas City, County of Galveston, College of the Mainland and Texas City Independent School District** as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between **City of Texas City, County of Galveston, College of the Mainland and Texas City Independent School District** provides that the Mayor or Presiding Officer of the City of Texas City will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of **Seventeen Thousand One Hundred Eighty-seven and 50/100 Dollars (\$17,187.50)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, City of Texas City, County of Galveston, College of the Mainland and Texas City Independent School District ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **Texas City Economic Development Corporation, of 1801 9th Avenue North, Texas City, TX 77590** ("GRANTEE"), the following described real property, to wit:

LOTS SIX (6) AND SEVEN (7) TEXAS CITY SECOND DIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED IN VOLUME 761, PAGE 667 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption; and
- d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations; and
- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD the above-described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever.

Taxes for the current year, if any, are to be paid by GRANTEE.

EXECUTED this the _____ day of _____, 2024.

CITY OF TEXAS CITY, TRUSTEE

By: _____

Hon. Dedrick Johnson
MAYOR OF CITY OF TEXAS CITY

STATE	OF	TEXAS	§
	§		
COUNTY	OF	GALVESTON	§

BEFORE ME, the undersigned authority, on this day personally appeared DEDRICK JOHNSON, as Mayor for City of Texas City, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2024.

NOTARY PUBLIC, in and for the State of Texas

Printed or Typed Name of Notary

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **18-TX-0515** on the docket of the **212th** District Court
GALVESTON COUNTY, ET AL. VS. VIOLA JOHNSON

Property Account Number: **225437 (7030-0230-0006-000)**

Legal Description: **LOTS SIX (6) AND SEVEN (7) TEXAS CITY SECOND DIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED IN VOLUME 761, PAGE 667 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.**

Property Sold at Sheriff's Sale Conducted on April 2, 2019 for **\$5,630.00**

Proceeds Distribution

<u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u>	Original Amt <u>Due At Sale</u>	Actual <u>Disbursement</u>
(1) Advertising: to "Galveston County Sheriff's Dept." (publication costs)	\$ 122.37	\$ 123.37
(2) Reimbursement - Costs, Fees to "Galveston County Clerk" (recording fee #2019022696)	\$ 30.00	\$ 30.00
(3) Attorney Ad Litem Fees to "Jeffrey Kilgore" 164 Bora Bora, Galveston 77554	\$ 700.00	\$ 700.00
(4) Court Costs to "Galveston County District Clerk"	\$ 563.00	\$ 563.00
(5) Title Search Fees to "Estate of Lyn Wingert"	<u>\$ 250.00</u>	<u>\$ 250.00</u>
	\$ 1,665.37	\$ 1,665.37
 <u>Taxing Entity Distribution</u>	 Taxes Due at	 Resale
	<u>Original Sale</u>	<u>Share/(Loss)</u>
to "COUNTY OF GALVESTON"	\$ 1,028.34	\$ 3,414.87
to "TEXAS CITY INDEPENDENT SCHOOL DISTRICT"	\$ 2,501.40	\$ 8,381.95
to "CITY OF TEXAS CITY"	\$ 733.73	\$ 2,483.54
to "COLLEGE OF THE MAINLAND"	<u>\$ 397.19</u>	<u>\$ 1,241.77</u>
	Subtotal \$ 4,660.66	\$ 15,522.13
 CAD VALUE: Land \$10,940 Imp. \$000.00	 Grand Total \$ 6,326.03	 \$ 17,187.50

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **18-TX-0515** on the docket of the **212th** District Court
GALVESTON COUNTY, ET AL. VS. VIOLA JOHNSON

Property Account Number: **225437 (7030-0230-0006-000)**

Legal Description: **LOTS SIX (6) AND SEVEN (7) TEXAS CITY SECOND DIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED IN VOLUME 761, PAGE 667 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.**

Property Sold at Sheriff's Sale Conducted on April 2, 2019 for **\$5,630.00**

Proceeds Distribution

<u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u>	Original Amt	Actual
	<u>Due At Sale</u>	<u>Disbursement</u>
(1) Advertising: to "Galveston County Sheriff's Dept." (publication costs)	\$ 122.37	\$ 123.37
(2) Reimbursement - Costs, Fees to "Galveston County Clerk" (recording fee #2019022696)	\$ 30.00	\$ 30.00
(3) Attorney Ad Litem Fees to "Jeffrey Kilgore" 164 Bora Bora, Galveston 77554	\$ 700.00	\$ 700.00
(4) Court Costs to "Galveston County District Clerk"	\$ 563.00	\$ 563.00
(5) Title Search Fees to "Estate of Lyn Wingert"	<u>\$ 250.00</u>	<u>\$ 250.00</u>
	\$ 1,665.37	\$ 1,665.37
 <u>Taxing Entity Distribution</u>	 Taxes Due at	 Resale
	<u>Original Sale</u>	<u>Share/(Loss)</u>
to "COUNTY OF GALVESTON"	\$ 1,028.34	\$ 3,414.87
to "TEXAS CITY INDEPENDENT SCHOOL DISTRICT"	\$ 2,501.40	\$ 8,381.95
to "CITY OF TEXAS CITY"	\$ 733.73	\$ 2,483.54
to "COLLEGE OF THE MAINLAND"	<u>\$ 397.19</u>	<u>\$ 1,241.77</u>
	Subtotal \$ 4,660.66	\$ 15,522.13
 CAD VALUE: Land \$ 10,940 Imp. \$ 0.00	 Grand Total \$ 6,326.03	 \$ 17,187.50

RESOLUTION NO. 2024-129

A RESOLUTION APPROVING AN OFFER TO PURCHASE TAX-FORECLOSED PROPERTY DESCRIBED AS LOTS SIX (6) AND SEVEN (7), TEXAS CITY SECOND DIVISION, KNOWN COMMONLY AS VACANT LOTS LOCATED AT 920 2ND AVE SOUTH, BY THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, staff recommends approving an offer to purchase tax-foreclosed property described as Lots Six (6) and Seven (7), Texas City Second Division, known commonly as vacant lots located at 920 2nd Avenue South, by the Texas City Economic Development Corporation for the sum of \$17,187.50; and

WHEREAS, the Mayor requests permission to execute a Trustee's Deed conveying title to said property as further described in the attached Trustee's Deed.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of tax-foreclosed property described as Lots Six (6) and Seven (7), Texas City Second Division, known commonly as vacant lots located at 920 2nd Avenue South, by the Texas City Economic Development Corporation for the sum of \$17,187.50.

SECTION 2: The Mayor will execute a Trustee's Deed conveying title to said property as further described in the attached Trustee's Deed.

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

PASSED AND ADOPTED this 16th day of October 2024.

Dedrick D. 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

(6) (I)

Meeting Date: 10/16/2024

Waste Water Treatment Plant Annual Sludge Disposal Contract

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

Department: Public Works

Information

ACTION REQUEST

The Utilities Department is seeking approval for the Waste Water Treatment Plant's Annual Sludge Disposal Contract.

BACKGROUND (Brief Summary)

Five bids for **BID# 2024-15, SLUDGE DISPOSAL FROM WATER TREATMENT PLANT ANNUAL CONTRACT** were received and opened publicly at 10:00am on Wednesday, October 9th, 2024. Out of the five bids received, two were rejected and listed as NO BID. (See Attached Bid Tab)

Republic Services of Houston, Texas is the preferred vendor of choice, however they are \$3.00 higher for each load. The Waster Water Treatment Plant utilizes Account No. 501703 53460 for sludge disposal, with \$450K in the account for the budget year of 2025. See attached recommendation to use Republic Service of Houston for the City's needs.

RECOMMENDATION

It is the recommendation of the Public Works Department for the Mayor and City Commission to approve the bid from Republic Services of Houston for Sludge Disposal for fiscal year 2025.

Fiscal Impact

Attachments

Bid Tab

Recommendation

BID TABULATION

**Bid # 2024-015
Sludge Disposal From Waste Water
Treatment Plant Annual Contract**

Bid Opening: Wednesday, October 09, 2024 at 10:00 a.m.

VENDOR	UNIT PRICE 720 20 yard roll-off	UNIT PRICE 600 20 yard roll-off	UNIT PRICE 540 20 yard roll-off
Republic Services Houston, Texas	\$950.00	\$950.00	\$950.00
Sprint Waste of Texas	No Bid	No Bid	No Bid
Waste Water Transport Services (Houston, TX)	\$947.00	\$947.00	\$947.00
Magna Flow Environmental	No Bid	No Bid	No Bid
AMMCO Solutions Group (Does not include roll off boxes)	\$1,286.55	\$1,286.55	\$1,286.55



MEMO

TO: Mike McKinley, Purchasing Coordinator
FROM: Calvin D. Bremer, WWT Superintendent
CC: Corbin Ballast, Director of Utilities
DATE: October 9, 2024
RE: Sludge Disposal Contract

Mike, we have had a long-standing relationship with Republic Services. Due to the very low Cost difference in cost per load between Republic & Wastewater transport, \$3.00 per load Approximately \$2,00.00 per year I recommend awarding the contract to Republic Services at this time. The city has received great service from Republic Services over the past years.

CITY COMMISSION REGULAR MTG

(6) (m)

Meeting Date: 10/16/2024

Public Consultant Group (PCG) Contract Extension

Submitted For: David Zacherl, Fire Department

Submitted By: David Zacherl, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Consider and take action on Resolution 24-131, authorizing the Mayor to extend the agreement with Public Consultant Group to provide assistance to the fire department for the FY2024 Ambulance Supplemental Pay Program participation.

BACKGROUND (Brief Summary)

The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies (Supplemental Payments) for certain classes of providers pursuant to 42 CFR 447.321, section 1902(a)(30) of the Social Security Act. This alternative payment program is known as the Ambulance Supplemental Pay Program (ASPP). The City has participated in the ASPP program since 2016 and has received approximately two million dollars in return.

During this time period, the City has contracted with Public Consultant Group (PCG) to provide assistance with developing, analyzing and submitting the necessary cost report to secure the supplemental CMS payments.

The original three-year agreement permitted two additional one-year extensions. This request is for the second and final extension under the terms of the original agreement.

RECOMMENDATION

The Fire Chief recommends continued participation in the ASPP and maintaining the agreement for assistance with Public Consultant Group (PCG).

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: 15% of recovery

Source of Funds: Ambulance Supplemental Pay Program

Account #:

Fiscal Impact:

By agreement, PCG receives 15% of the amount recovered from CMS each year. This monies is distributed from the EMS Collections Account upon receipt of the ASPP check and an invoice from PCG.

Attachments

Exhibit A
Resolution

**AMENDMENT NO. 2
TO THE
SERVICES AGREEMENT**

This Amendment No. 2 (the “Amendment”) to the Services Agreement entered by and between City of Texas City (“Client”) and Public Consulting Group, Inc., successor in interest to Public Consulting Group LLC (“PCG”), as of October 21, 2020 (the “Agreement”), is made effective as of _____, 2024 (“Effective Date”).

WHEREAS, the parties wish to amend the Agreement pursuant to Section 17 for the purpose of extending the cost report cycle;

NOW, THEREFORE, in consideration of the foregoing, the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties agree that pursuant to the second paragraph of Attachment B under “Supplemental Payment Services,” the Agreement is extended for one (1) additional 12 month period. PCG will provide Supplemental Payment Services for a further cost reporting period for Federal Fiscal Year 2024 (October 1, 2023- September 30, 2024). PCG will provide these services through the completion and issuance of payment from the State of Texas to CLIENT for the Federal Fiscal Year 2024 cost report, estimated to occur on or before September 30, 2025, and may be extended one (1) additional 12 month period.
2. Conflict in Terms. Except as amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.
3. Severability. If any provision in this Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Amendment shall continue in full force and effect.
4. Waiver. The failure of a party to enforce a provision of this Amendment shall not constitute a waiver with respect to that provision or any other provision of this Amendment.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.
6. Entire Agreement; Non-Reliance. The Agreement, as amended by this Amendment and by any other prior Amendments still in force, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes any and

all prior agreements, understandings or representations with respect thereto. Neither Party is relying upon any agreement or representation by the other Party except as set forth in the Agreement, as amended by this Amendment.

7. Applicable Law, Jurisdiction, and Venue. This Amendment is to be construed, interpreted, and enforced under and in accordance with the same governing law as set forth in the Agreement, without regard to choice of law provisions. The parties consent to personal jurisdiction in that state's or district's courts and waive any objection to venue.
8. Voluntary Act/Authorship: Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Amendment. Each party represents that they have read and understand this Amendment and that they are freely and voluntarily entering into this Amendment in exchange for the consideration described herein. This Amendment shall not be construed in favor of or against either party by reason of authorship
9. Authority. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Amendment on behalf of such party. Each party to this Amendment hereby represents and warrants that it has full power and authority to enter into this Amendment, that the execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement by the signatures of their respective authorized representatives.

PUBLIC CONSULTING GROUP LLC

CITY OF TEXAS CITY

By:
Title:
Date:

By: Dedrick D. Johnson
Title: Mayor
Date:

RESOLUTION NO. 2024-131

A RESOLUTION AUTHORIZING THE MAYOR TO EXTEND THE AGREEMENT WITH PUBLIC CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES RELATED TO THE ADMINISTRATION OF THE FEDERAL GOVERNMENT AMBULANCE SUPPLEMENTAL PAY PROGRAM DESIGNED TO PROVIDE ADDITIONAL REVENUE TO THE FIRE DEPARTMENT EMS PROGRAM; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies (Supplemental Payments) for certain classes of providers pursuant to 42 CFR 447.321, section 1902(a)(30) of the Social Security Act, and

WHEREAS, the alternative payment methodologies would supplement current Medicaid payments received by CITY, and would be based on cost reimbursement for Medicaid-eligible costs, and

WHEREAS, CONTRACTOR possesses professional skills that can assist CITY in analyzing and reporting costs to secure supplemental CMS payments, and

WHEREAS, CITY previously engaged CONTRACTOR as an independent contractor to perform certain professional services in connection with this initiative in October, 2020, and

WHEREAS, the agreement permits two extensions of one year each by mutual consent of the Party's following the initial three year agreement, and

WHEREAS, this is the second extension requested.

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

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

PASSED AND ADOPTED this 16th day of October, 2024.

Dedrick D Johnson, 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

(6) (n)

Meeting Date: 10/16/2024

Architectural Design Service for Expansion of the TCFD Administration Office

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

Department: Public Works

Information

ACTION REQUEST

The Public Works Department and TCFD are requesting approval for Joiner Architects to perform design services for an approximate 5900 sq/ft expansion of the existing Fire Department Administration Building located at 1725 25th St. N. The fee for their service from conception, design, construction, and completion would be \$239,700.00 and funded through the Fire Department Account No.602-202-55010

BACKGROUND (Brief Summary)

Due to the rapid growth of the City of Texas City, the need for more City services has made it necessary to expand the existing Fire Administration building to accommodate the needs of a growing Fire/EMS workforce, and neighborhood improvement services. The plan is to add on to the existing administration building and basically double its size for offices, storage, training/conference rooms, restrooms, service closets, etc. The architecture will harmonize the other existing structures on-site.

RECOMMENDATION

Having had the pleasure of working with Joiner Architects over the past three years on the construction of the Fire Training Facility and the newly commissioned Fire Station 4 at Lago Mar, the departments that were involved would like to ask the Mayor and City Commission to approve using their services for this new addition as we feel they are well suited to give us a nice and functional space.

Fiscal Impact

Attachments

Exhibit A
Resolution



700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401
2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

October 9, 2024

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

RE: TEXAS CITY FIRE ADMINISTRATION BUILDING ADDITION - PROPOSAL FOR PROFESSIONAL SERVICES

Dear Mr. Haralson,

Thank you for the opportunity to submit this proposal for professional services. We greatly appreciate it. Joiner Architects, Inc., the Architect, is pleased to provide this proposal to Texas City, the Client, for professional services for the above referenced project. Below are our proposed Scope of Basic Services based on our understanding of the following Project Description:

Project Description:

Construction of an approximately 6,000 square foot rectangular-shaped administration addition to the existing Fire Administration Building located at 1725 N. Logan Street, Texas City, Texas 77590. The addition shall be located directly to the northwest of the existing facility, with a direct and enclosed connection to the existing building. Internal spaces are yet to be determined, but will likely include offices, conference rooms, breakroom, training room, storage, restrooms, and service closets. The existing parking areas and drives shall be modified to accommodate the proposed construction. The exterior building materials shall comply with City standards, be low maintenance, and harmonize with the neighboring structures onsite.

Scope of Basic Services:

1. Discuss programmatic requirements and prepare a Schematic Design package outlining the proposed general scope of work, including a site plan, floor plan, exterior elevations, program of spaces, schedule, and estimate of probable cost.
2. Generate a Design Development package further clarifying the proposed scope of work, including an updated site plan, floor plan, roof plan, reflected ceiling plan, exterior renderings, engineering narratives for building systems, updated program of spaces, schedule, and refined estimate of probable cost.
3. Prepare construction documents (plans and specifications) for the purpose of permitting, bidding, and construction.
4. The following engineering/consultants shall be included in Basic Services: geotechnical, surveying, civil, structural, mechanical, electrical, plumbing, and technology.

Reimbursable Expenses:

The following items shall be paid by Architect and reimbursed by Client:

1. Printing costs.
2. Courier costs.



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2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

Additional Services:

The following items shall be required by the Architect at a later date, and considered additional when determining the Compensation for this proposal:

1. Permitting phase services (\$5,000)
2. Bid phase services (\$8,550)
3. Construction administration/warranty phase services (\$49,200)

Service Exclusions:

The following items were not considered when determining the Compensation for this proposal and shall result in additional service charges if required:

1. Property platting.
2. LEED (Leadership in Energy and Environmental Design) Certification.
3. Fees associated with site and building plan checking and permitting (City, County, TXDOT, or any authority having jurisdiction).
4. Fees associated with utility service connections/taps/impacts.
5. Environmental/Wetland/Faultline assessments/studies (other than geotechnical investigation).
6. Third party photographic construction documentation.
7. Traffic Impact Analysis.
8. Windstorm Certification.
9. Stormwater Detention/Mitigation civil engineering design services.
10. TDL&R registration and review fees pertaining to Accessibility for compliance with the Texas Accessibility Standards.
11. Any third party consultant not indicated herein.
12. Significant increase in project scope that increases the Anticipated Construction Budget by 10% or greater.

Anticipated Schedule:

- Project Initiation: October 2024
- Complete Schematic Design: November 2024
- Complete Design Development: January 2025
- Complete Construction Documents: June 2025

Anticipated Construction Budget:

\$3,300,000.00

Compensation:

Based on the above Scope of Basic Services, we are proposing a lump-sum not to exceed fee of **\$239,700.00 (Two hundred thirty-nine thousand, seven hundred dollars and zero cents)**. Compensation listed below is per phase and shall be invoiced monthly based on the Anticipated Schedule:

- Schematic Design: \$35,725
- Design Development: \$56,600
- Construction Documents: \$147,375



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2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

Additional Services Schedule of Hourly Fees (as required):

Administrative	\$150.00
Design Professional/CAD Operator	\$250.00
Project Architect/Technical Lead	\$300.00
Principal	\$350.00

Please feel free to contact me if you have any questions pertaining to this proposal. We look forward to working with you, and completing another successful project for Texas City.

Sincerely,

A handwritten signature in black ink, appearing to read "Joby M. Copley".

Joby M. Copley, AIA
Partner

RESOLUTION NO. 2024-132

A RESOLUTION APPROVING JOINER ARCHITECTS TO PERFORM ARCHITECTURAL DESIGN SERVICES FOR AN APPROXIMATE 5,900 SQUARE FEET EXPANSION OF THE EXISTING FIRE DEPARTMENT ADMINISTRATION BUILDING; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, due to the rapid growth of the City of Texas City, the need for more City services has made it necessary to expand the existing Fire Administration building to accommodate the needs of a growing Fire/EMS workforce and Neighborhood Improvement Services; and

WHEREAS, the plan is to add to the existing administration building and basically double its size for offices, storage, training/conference rooms, restrooms, and service closets. The architecture will harmonize the other existing structures on-site.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, approves Joiner Architects to perform Architectural Design Services for an approximate 5,900 square feet expansion of the existing Fire Department Administration Building located at 1725 25th St. North.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Joiner Architects as noted in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 16th day of October 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

(6) (o)

Meeting Date: 10/16/2024

Purchase of a John Deere 335 P Compact Track Loader

Submitted For: Mike McKinley, Public Works **Submitted By:** Rhomari Leigh, City Secretary

Department: Public Works

Information

ACTION REQUEST

Recommend approval of the purchase of a John Deere 335 P Compact Track Loader.

BACKGROUND (Brief Summary)

The Streets and Bridge department has an existing Bobcat T870 Bobcat with over 1,366 hours of operation and is in need of replacement. SHOPPA's Farm Supply through the CCE Sourcewell Cooperative Purchasing Program Contract #011723-J DC) a John Deere 335 P Compact Track Loader that is recommended to replace the old worn out Bobcat at a total cost not to exceed \$110,000.

Funding for this piece of equipment is available in the FY 24/25 budget in Account # 602-301-5510 Capital Misc., Equipment.

The existing equipment has aged and led to increased breakdowns, higher maintenance costs, and reduced productivity.

RECOMMENDATION

It is the recommendation of the Public Works Director to approve the purchase of the John Deere 335 P Compact Track Loader.

Fiscal Impact

Attachments

Exhibit A
Resolution

ACQUISITION FORM

Instructions

1. Select New Purchase or Existing PO
2. Complete Form
3. Attach Form & Quotes if applicable to Requisition
4. If Existing PO, enter PO # and PO Balance
5. Complete Purchase Detail Section
6. Attach to PO

New Purchase Existing PO

Department (ORGCODE): 301

Object Code (GL Account): 60230155150

GL Available Balance _____

PO NUMBER:

PO Balance:

Vendor: Shoppa's Farm Supply, Inc. 4338

12500300

4338

Contract Co-Op Agreement (Buy-Board)

General Description John Deere Track Loader

Object:

QTY	<u>1</u>	Unit Price	<u>\$ 99,939.94</u>	Amount	<u>\$ 99,939.94</u>
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Object:

QTY	_____	Unit Price	_____	Amount	<u>\$ 0.00</u>
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Object:

QTY	_____	Unit Price	_____	Amount	_____
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TOTAL AMOUNT \$ 99,939.94

- Purchases greater than \$2,999.99 - \$49,999.99, three quotes are required.
- Purchases greater than \$49,999.99, require the bid process and commissioners' approval

Abraham Zuniga

10/04/2024

Requisitioner

Date

Signed by:

Jack Haralson

98AZF203819E4F0...

Department Head

Date



JOHN DEERE

SHOPPA'S



Quote Summary

Prepared For:
CITY OF TEXAS CITY ACCOUNTS PAYABLE
1801 9TH AVE N
TEXAS CITY, TX 77590
Business: 409-682-6777

Prepared By:
Johan Sagermark
Shoppa's Farm Supply, Inc.
625 N Sh 60 Hwy
East Bernard, TX 77435
Phone: 979-335-4887
Mobile: 979-616-6225
jsagermark@shoppas.inc

CCE Sourcedwell Program: #011723-J DC

Quote Id: 31775176
Created On: 04 October 2024
Last Modified On: 04 October 2024
Expiration Date: 01 November 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 335 P COMPACT TRACK LOADER - 1T0335PAHRFF03614	\$ 99,939.94 X	1 =	\$ 99,939.94
Equipment Total			\$ 99,939.94

Quote Summary	
Equipment Total	\$ 99,939.94
SubTotal	\$ 99,939.94
Est. Service Agreement Tax	\$ 0.00
Total	\$ 99,939.94
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 99,939.94

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

SHOPPA'S



Quote Id: 31775176

Customer: CITY OF TEXAS CITY ACCOUNTS PAYABLE

JOHN DEERE 335 P COMPACT TRACK LOADER - 1T0335PAHRFF03614

Hours: 0000

Stock Number:

				Selling Price
				\$ 99,939.94
Code	Description	Qty	Unit	Extended
00W0T	335 P COMPACT TRACK LOADER	1	\$ 138,053.00	\$ 138,053.00
Standard Options - Per Unit				
183N	JDLink™	1	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	\$ 0.00
0259	English Operator's Manual	1	\$ 0.00	\$ 0.00
0351	Translated Text Labels	1	\$ 0.00	\$ 0.00
0952	Rear View Camera	1	\$ 0.00	\$ 0.00
1100	Less Detection System	1	\$ 0.00	\$ 0.00
1362	2-Inch Seat Belt with Shoulder Harness	1	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	\$ 0.00
2000	Less Code	1	\$ 0.00	\$ 0.00
2940	Less Grade Control	1	\$ 0.00	\$ 0.00
5608	Wide Zig-Zag Bar Track - 17.7 In. (450 mm)	1	\$ 0.00	\$ 0.00
8059	Cab Severe Duty Polycarbonate Door	1	\$ 2,360.00	\$ 2,360.00
8934	84 In. Heavy Duty Construction Bucket (21.0 Cu Ft) w/ Edge	1	\$ 2,648.00	\$ 2,648.00
Standard Options Total				\$ 5,008.00
Dealer Attachments				
BYT12536	Fire Extinguisher Bracket	1	\$ 143.00	\$ 143.00
Dealer Attachments Total				\$ 143.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 1,282.17	\$ 1,282.17
	Setup	1	\$ 500.00	\$ 500.00
Other Charges Total				\$ 1,782.17
Suggested Price				\$ 144,986.17
Customer Discounts				
Customer Discounts Total			\$ -45,046.23	\$ -45,046.23
Total Selling Price				\$ 99,939.94

RESOLUTION NO. 2024-133

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF A JOHN DEERE 335 P COMPACT TRACK LOADER THROUGH SOURCEWELL CONTRACT NO. 011723-J DC; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, funds are available in the Fiscal Year 2024/2025 budget for the purchase of a John Deere 335 P compact track loader through Sourcewell Contract No. 011723-J DC for an amount not to exceed \$110,000.00; and

WHEREAS, the track loader will be utilized by the Public Works Department.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of a John Deere 335 P compact track loader through Sourcewell Contract No. 011723-J DC for amount not to exceed \$110,000.00, as set out on the pricing summary worksheet attached hereto as **Exhibit “A”**

SECTION 2: That this John Deere 335 P compact track loader is to be utilized by the Public Works Department.

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

PASSED AND ADOPTED this 16th day of October 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

(6) (p)

Meeting Date: 10/16/2024

Consider Approval of US50 Package Wheel Excavator

Submitted For: Dj Hutchinson, Public Works **Submitted By:** Rhomari Leigh, City Secretary

Department: Public Works

Information

ACTION REQUEST

Consider approval of the purchase of a US50 Package Wheel Excavator.

BACKGROUND (Brief Summary)

The existing Gradall 3300 has aged out and is in need of replacement. The Gradall has over 4,746 hours of use. The recommended purchase is from R.B. Everett & Company via Buy Board 685-22. For a Develon DX 190W-7 (US50) Package Wheel Excavator in an amount not to exceed \$300,000.

Funds for the purchase are in the FY 24/25 budget in account 602-301-5510 Capital Misc., Equipment.

The existing equipment has aged and led to increased breakdowns, higher maintenance costs, and reduced productivity. Funds are available in the FY25 Budget.

RECOMMENDATION

It is the recommendation of the Public Works Director to approve the purchase of a Package Wheel Excavator.

Fiscal Impact

Attachments

Exhibit A
Resolution

ACQUISITION FORM

Instructions

1. Select New Purchase or Existing PO
2. Complete Form
3. Attach Form & Quotes if applicable to Requisition
4. If Existing PO, enter PO # and PO Balance
5. Complete Purchase Detail Section
6. Attach to PO

New Purchase Existing PO

Department (ORGCODE): 301

PO NUMBER:

Object Code (GL Account): 60230155150

PO Balance:

GL Available Balance _____

Vendor: R.B. Everett & Co. 409

12500296

409

Contract Co-Op Agreement (Buy-Board)

General Description Develon Wheeled Excavator

Object:

QTY 1 Unit Price \$ 243,285.00 Amount \$ 243,285.00

Object:

QTY _____ Unit Price _____ Amount \$ 0.00

Object:

QTY _____ Unit Price _____ Amount _____

TOTAL AMOUNT \$ 243,285.00

- Purchases greater than \$2,999.99 - \$49,999.99, three quotes are required.
- Purchases greater than \$49,999.99, require the bid process and commissioners' approval

Abraham Zuniga

10/04/2024

Requisitioner

Date

Signed by:
Jack Haralson

98A2F203840E4F0...

Department Head

Date

RESOLUTION NO. 2024-134

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF A DEVELON DX 190W-7 (US50) PACKAGE WHEEL EXCAVATOR THROUGH BUYBOARD 685-22; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, funds are available in the Fiscal Year 2024/2025 budget for the purchase of a Develon DX 190W-7 (US50) Package Wheel Excavator from R.B. Everett & Company through BuyBoard 685-22, for an amount not to exceed \$300,000.00; and

WHEREAS, the Develon DX 190W-7 (US50) Package Wheel Excavator will be utilized by the Public Works – Street and Bridge Department.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of a Develon DX 190W-7 (US50) Package Wheel Excavator from R.B. Everett & Company through BuyBoard 685-22 for an amount not to exceed \$300,000.00, as set out on the pricing summary worksheet attached hereto as **Exhibit “A”**

SECTION 2: That this Develon DX 190W-7 (US50) Package Wheel Excavator is to be utilized by the Public Works – Street and Bridge Department.

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

PASSED AND ADOPTED this 16th day of October 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

(6) (g)

Meeting Date: 10/16/2024

Purchase of a Ford F250 Crew Cab

Submitted For: Jack Haralson, Public Works

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Consider approval of the purchase of a Ford F250 Crew Cab Truck

BACKGROUND (Brief Summary)

It is recommended to replace an existing Ford 250 with 121,181 miles with a new replacement Ford F250. The existing equipment has aged and led to increased breakdowns, higher maintenance costs, and reduced productivity. Funds are available in the FY 24/25 budget in account # 602-301-55020 Capital Operating Equipment & Vehicles.

The recommended purchase is from Chastang Ford via Buy Board 724-23. "2024 F-250 4X2 SD CREW CAB 6.75' BOX 160"WB SRW XL" (W2A) in the amount of \$50,377.

RECOMMENDATION

It is the recommendation of the Public Works Director to approve the purchase the F-250 Crew Cab Truck.

Fiscal Impact

Attachments

Exhibit A
Resolution



ACQUISITION FORM

Instructions

1. Select New Purchase or Existing PO
2. Complete Form
3. Attach Form & Quotes if applicable to Requisition
4. If Existing PO, enter PO # and PO Balance
5. Complete Purchase Detail Section
6. Attach to PO

New Purchase

Existing PO

Department (ORGCODE): 301

Object Code (GL Account): 60230155020

GL Available Balance _____

Vendor: Chastang Ford - 1084 _____

PO NUMBER:

PO Balance:

12500302

1084

Contract

Co-Op Agreement (Buy-Board)

General Description 2024 F-250 Crew Cab

Object:

QTY	<u>1</u>	Unit Price	<u>\$ 50,377.00</u>	Amount	<u>\$ 50,377.00</u>
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Object:

QTY	_____	Unit Price	_____	Amount	<u>\$ 0.00</u>
-----	-------	------------	-------	--------	----------------

Object:

QTY	_____	Unit Price	_____	Amount	_____
-----	-------	------------	-------	--------	-------

TOTAL AMOUNT \$ 50,377.00

- Purchases greater than \$2,999.99 - \$49,999.99, three quotes are required.
- Purchases greater than \$49,999.99, require the bid process and commissioners' approval

Abraham Zuniga

10/03/2024

Requisitioner

Date

Signed by:

Jack Haralson

98A2F203619E4F0...

Department Head

Date

Prepared by: Ed Miller
10/03/2024

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

2024 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 430 | Quote ID: txcty24w2a

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W2A	Base Vehicle Price (W2A)	\$48,760.00
Packages		
600A	Order Code 600A <i>Includes:</i> - Engine: 6.8L 2V DEVCT NA PFI V8 Gas Flex fuel. - Transmission: TorqShift-G 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail. - 3.73 Axle Ratio - GVWR: 10,000 lb Payload Package - Tires: LT245/75Rx17E BSW A/S Spare may not be the same as road tire. - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	N/C
Powertrain		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas <i>Flex fuel.</i>	Included
44F	Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail.</i>	Included
X37	3.73 Axle Ratio	Included
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S <i>Spare may not be the same as road tire.</i>	Included
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included

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

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

Prepared by: Ed Miller
10/03/2024

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

2024 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 430 | Quote ID: txcty24w2a

As Configured Vehicle (cont'd)

Code	Description	MSRP
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
Other Options		
160WB	160" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i> <i>Includes:</i> <i>- SYNC 4</i> <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	Included
86M	Dual 68 AH/65 AGM Batteries	\$210.00
67B	410 Amp Dual Alternators <i>Includes 250 Amp + 160 Amp.</i>	\$115.00
66S	Upfitter Switches (6) <i>Located in overhead console.</i>	\$165.00
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
Emissions		
425	50-State Emissions System	STD

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

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

Prepared by: Ed Miller
10/03/2024

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

2024 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 430 | Quote ID: txcty24w2a

As Configured Vehicle (cont'd)

Code	Description	MSRP
Exterior Color		
Z1_01	Oxford White	N/C
Interior Color		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Upfit Options		
BuyBoard	Buy Board Fee CONTRACT 724-23 CONTRACT 724-23	\$400.00
09 price increa	2025 price increase	\$1,500.00
SUBTOTAL		\$51,150.00
Destination Charge		\$1,995.00
TOTAL		\$53,145.00

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

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

Prepared by: Ed Miller

10/03/2024

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

2024 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 430 | Quote ID: txcty24w2a

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$48,760.00
Options	\$490.00
Colors	\$0.00
Upfitting	\$1,900.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$53,145.00

Pre-Tax Adjustments

Code	Description	MSRP
01 fit	DISCOUNT AND CONCESSION	-\$2,768.00
Total		\$50,377.00

Customer Signature

Acceptance Date

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

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

RESOLUTION NO. 2024-125

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF AN EXMARK LAZER Z DIESEL 43.5 HP YANMAR MOWER THROUGH OMNIA PARTNERS PUBLIC SECTOR PURCHASING COOPERATIVE CONTRACT NO. 20469 FROM LEAGUE CITY OUTDOOR POWER EQUIPMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, funds are available in the Fiscal Year 2024/2025 budget for the purchase of an Exmark Lazer Z Diesel 43.5 HP YANMAR Mower through OMNIA PARTNERS Public Sector Purchasing Cooperative Contract No. 20469 from League City Outdoor Power Equipment; and

WHEREAS, the mower will be utilized by the Parks Department.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of an Exmark Lazer Z Diesel 43.5 HP YANMAR Mower through OMNIA PARTNERS Public Sector Purchasing Cooperative Contract No. 20469 from League City Outdoor Power Equipment for the total price of \$66,794.00, as set out on the pricing summary worksheet 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 16th day of October 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

(6) (r)

Meeting Date: 10/16/2024

FORD F550 FLATBED WITH TRAILER

Submitted For: Jack Haralson, Public Works

Submitted By: Rhomari Leigh, City Secretary

Department: Public Works

Information

ACTION REQUEST

Approving the purchase of a new Ford F550 Flatbed with Trailer.

BACKGROUND (Brief Summary)

Due to fire damage, a Ford F550 Flatbed with Trailer is needed for an estimated \$75,000.00. Funds are available in the FY25 Budget.

(1084) Chastang Ford (Buy Board 724-23) "2024 F-550 4X2 REGULAR CAB 145" WB DRW XL (F5G) in an amount not to exceed \$90,000.00.

Account: 602-301-55020 Capital Operating Equipment & Vehicles.

RECOMMENDATION

It is the recommendation of the Public Works Director to approve the purchase mentioned above.

Fiscal Impact

Attachments

Exhibit A
Resolution



ACQUISITION FORM

Instructions

1. Select New Purchase or Existing PO
2. Complete Form
3. Attach Form & Quotes if applicable to Requisition
4. If Existing PO, enter PO # and PO Balance
5. Complete Purchase Detail Section
6. Attach to PO

New Purchase

Existing PO

Department (ORGCODE): 301

Object Code (GL Account): 60230155020

PO NUMBER:

PO Balance:

GL Available Balance _____

Vendor: Chastang Ford - 1084

12500304.

1084

Contract

Co-Op Agreement (Buy-Board)

General Description 2024 F-550

Object:

QTY	1	Unit Price	\$ 69,939.00	Amount	\$ 69,939.00
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Object:

QTY		Unit Price		Amount	\$ 0.00
-----	--	------------	--	--------	---------

Object:

QTY		Unit Price		Amount	
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TOTAL AMOUNT \$ 69,939.00

- Purchases greater than \$2,999.99 - \$49,999.99, three quotes are required.
- Purchases greater than \$49,999.99, require the bid process and commissioners' approval

Abraham Zuniga

10/03/2024

Requisitioner

Date

Signed by:

Jack Haralson

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Department Head

Date



Prepared by: Ed Miller
10/03/2024

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

2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: TXY24F5G

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F5G	Base Vehicle Price (F5G)	\$54,345.00
Packages		
660A	Order Code 660A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail. - Tires: 225/70R19.5G BSW A/P - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.	N/C
Powertrain		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail.</i>	Included
X8L	Limited Slip w/4.88 Axle Ratio	\$395.00
68U	GVWR: 19,000 lbs Payload Upgrade Package <i>Includes upgraded frame and upgraded rear-axle. Note: See Order Guide Supplemental Reference for further details on GVWR and payload ranges.</i>	\$815.00
Wheels & Tires		
TGJ	Tires: 225/70R19.5G BSW A/P	Included
64Z	Wheels: 19.5" x 6" Argent Painted Steel	Included

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

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



Prepared by: Ed Miller

10/03/2024

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

2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: TXY24F5G

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Hub covers/center ornaments not included.</i>	
512	Spare Tire & Wheel Required in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 6-Ton Hydraulic Jack	\$350.00

Seats & Seat Trim

A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	Included
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Other Options

PAINT	Monotone Paint Application	STD
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC 4 Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>	Included
61J	6-Ton Hydraulic Jack	Included
86M	Dual 68 AH/65 AGM Battery	\$210.00
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00
76C	Exterior Backup Alarm (Pre-Installed)	\$175.00

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code.	N/C
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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



Prepared by: Ed Miller
10/03/2024

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

2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: TXY24F5G

As Configured Vehicle (cont'd)

Code	Description	MSRP
<p><i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i></p>		
Emissions		
425	50-State Emissions System	STD
Exterior Color		
Z1_01	Oxford White	N/C
Interior Color		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Upfit Options		
rear view	INSTALL OEM REARE CAMERA	\$275.00
BuyBoard	Buy Board Fee CONTRACT 724-23 CONTRACT 724-23	\$400.00
ALIGN 0000152TER	FRONT END ALIGNMENT 9' FLATBED PER QUOTE	\$299.00 \$9,895.00
	<p>14' Heavy Duty Flat Bed 1/2 & 1/2 square Headboard 6" long sills / 4" cross member 3/16" Tread plate deck Rub Rails and stake pockets ICC bumper Notched to allow for pintle hitch (same as previous beds) (2) RKI 72x18x18 Toolboxes mounted on top of bed on sides next to headboard Lund TRST100CCBK 48x23x23 Transfer Tank Mounted against headboard between toolboxes Fill Right Auto Nozzell FR1210GA 15GPM Pump 50 Ton Air Pintle Hitch</p> <p>18" Fold Down Sides 1 1/2 Square tubing and expanded metal Gap for sliding winch strap Space allowed for toolboxes on both sides of bed</p>	
09 price increa	2025 price increase	\$2,250.00

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

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



Prepared by: Ed Miller

10/03/2024

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

2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: TXY24F5G

As Configured Vehicle (cont'd)

Code	Description	MSRP
SUBTOTAL		\$69,824.00
Destination Charge		\$1,995.00
TOTAL		\$71,819.00

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

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



Prepared by: Ed Miller
10/03/2024

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

2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: TXY24F5G

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$54,345.00
Options	\$2,360.00
Colors	\$0.00
Upfitting	\$13,119.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$71,819.00

Pre-Tax Adjustments

Code	Description	MSRP
01 fit	DISCOUNT AND CONCESSION	-\$1,880.00
Total		\$69,939.00

Customer Signature

Acceptance Date

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

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

RESOLUTION NO. 2024-136

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF A 2024 FORD F550 FLATBED TRUCK WITH TRAILER THROUGH BUYBOARD NO. 724-23; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, funds are available in the Fiscal Year 2024/2025 budget for the purchase of a 2024 Ford F550 Flatbed Truck with Trailer from Chastang Ford through BuyBoard No. 724-23 for an amount not to exceed \$90,000.00; and

WHEREAS, the 2024 Ford F550 Flatbed Truck with Trailer will be utilized by the Public Works Department.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of a 2024 Ford F550 Flatbed Truck with Trailer from Chastang Ford through BuyBoard No. 724-23 for an amount not to exceed \$90,000.00, as set out on the pricing summary worksheet 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 16th day of October 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

(6) (s)

Meeting Date: 10/16/2024

INTERNATIONAL TANDEM AXLE DUMP TRUCK REPLACEMENT

Submitted For: Jack Haralson, Public Works **Submitted By:** Rhomari Leigh, City Secretary

Department: Public Works

Information

ACTION REQUEST

Approving the purchase of International Tandem Axle Dump Truck Replacement.

BACKGROUND (Brief Summary)

International Tandem Axle Dump Truck is being requested because the existing equipment has aged and led to increased breakdowns, higher maintenance costs, and reduced productivity. Funds are available in the FY25 Budget.

(2197) Santex Truck Centers, LTD (HGAC Contract HT06-20) "2026 HV607, CONVENTIONAL CAB, 6X4, 14 YARD DUMP TRUCK: Account: 602-301-55020 Capital Operating Equip & Vehicles

RECOMMENDATION

It is the recommendation of the Public Works Director to purchase an International Tandem Axle Dump Turck in an amount not to exceed \$150,000.

Fiscal Impact

Attachments

Exhibit A
Resolution



ACQUISITION FORM

Instructions

1. Select New Purchase or Existing PO
2. Complete Form
3. Attach Form & Quotes if applicable to Requisition
4. If Existing PO, enter PO # and PO Balance
5. Complete Purchase Detail Section
6. Attach to PO

New Purchase

Existing PO

Department (ORGCODE): 301

Object Code (GL Account): 60230155020

PO NUMBER:

PO Balance:

GL Available Balance _____

Vendor: Santex Truck Centers, LTD - 2197

12500298

2197

Contract

Co-Op Agreement (Buy-Board)

HGAC 86562

General Description International Tandem Axle Dump Truck

Object:

QTY	<u>1</u>	Unit Price	<u>\$ 140,381.00</u>	Amount	<u>\$ 140,381.00</u>
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Object:

QTY	_____	Unit Price	_____	Amount	<u>\$ 0.00</u>
-----	-------	------------	-------	--------	----------------

Object:

QTY	_____	Unit Price	_____	Amount	_____
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TOTAL AMOUNT \$ 140,381.00

- Purchases greater than \$2,999.99 - \$49,999.99, three quotes are required.
- Purchases greater than \$49,999.99, require the bid process and commissioners' approval

Abraham Zuniga

10/04/2024

Requisitioner

Date

Signed by:

Jack Haralson

98A2F203819E4F0...

Department Head

Date



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

HT06-20

Date Prepared:

10/3/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF TEXAS CITY	Contractor:	SANTEX TRUCK CENTERS, LTD
Contact Person:	ABRAHAM ZUNIGA	Prepared By:	CARLOS WEEBER
Phone:	409-682-6817	Phone:	713-674-3444
Fax:		Fax:	
Email:	azuniga@texascitytx.gov	Email:	cweeber@kyrishtrucks.com

Product Code:	F11	Description:	2026 HV607, Conventional Cab, 6x4, 14YD DUMP
---------------	-----	--------------	--

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 86562

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
01CAJ FRAME RAILS HEATED TREAT 120k PSI	783	WARREN BODIES 14YD DUMP w/TARP QUOTE 14726	23770
04EBS AIR DRYER BENDIX AD-9	450		
04WZJ AIR TANK LOCATION FRT OF REAR SUSP	288		
07BLW EXH SYSTEM HORIZ, VERTICAL TAIL PIPE	2128		
08RPS RADIO AM/FM/BLUETOOTH/USB	483		
08WTK STARTING MOTOR DELCO REMY 38MT	193		
010WCY SAFETY TRIANGLES	47		
12EYX ENGINE,DIESEL CUMMINS L9 330 HP	9404		
13BCS TRANSM, AUTO ALLISON 3000RDS 6-SPEED	6476		
14GVZ AXLE REAR TANDEM MERITOR 40K	8797		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	52819

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	139381	=	Subtotal D:	139381
-------------------	---	--------------------------	--------	---	--------------------	--------

E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** 1000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date: **G. Total Purchase Price (D+E+F):** 140381

RESOLUTION NO. 2024-137

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF INTERNATIONAL TANDEM AXLE DUMP TRUCK THROUGH HGAC CONTRACT HT06-20 2026 HV607; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, funds are available in the Fiscal Year 2024/2025 budget for the purchase of an International Tandem Axle Dump Truck from Santex Truck Centers, LTD through HGAC Contract HT06-20 2026 HV607 for the total price not to exceed \$150,000.00; and

WHEREAS, the truck will be utilized by the Public Works Department.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of International Tandem Axle Dump Truck from Santex Truck Centers, LTD through HGAC Contract HT06-20 2026 HV607 for the total price not to exceed \$150,000., as set out on the pricing summary worksheet 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 16th day of October 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

(6) (t)

Meeting Date: 10/16/2024

Request to approve and submit 2025 Catalytic Converter Grant

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Patricia Mata, Community Development/ Grant Admin

Department: Community Development/ Grant Admin

Information

ACTION REQUEST

Request for approval to submit the 2025 Catalytic Converter Grant to the Motor Vehicle Crime Prevention Authority on behalf of TCPD.

BACKGROUND (Brief Summary)

Texas City Police Department applied and was awarded the SB 224 Catalytic Converter Grant for overtime.

RECOMMENDATION

It is the recommendation of the Director of Community Development & Grant Administration to approve the resolution and submission of the 2025 Catalytic Converter Grant.

Fiscal Impact

Attachments

MVCPA 2025 Resolution

Resolution

2025 City of Texas City Resolution

SB225 Catalytic Converter Grant Program

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat motor vehicle burglary in the jurisdiction; and

WHEREAS, this grant program will assist this jurisdiction to combat catalytic converter theft; and

WHEREAS, City of Texas City has agreed that in the event of loss or misuse of the grant funds, City of Texas City assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

NOW THEREFORE, BE IT RESOLVED and ordered that Titilayo Smith, Director of Community Development & Grants Administration, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Landis Cravens, Chief of Police, is designated as the Program Director and Cynthia Rushing, Chief Financial Officer, is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2025.

RESOLUTION NO. 2024-138

A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION FOR THE 2025 CATALYTIC CONVERTER GRANT TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY ON BEHALF OF TEXAS CITY POLICE DEPARTMENT (TCPD); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, it is requested to apply for the 2025 Catalytic Converter Grant to the Motor Vehicle Crime Prevention Authority on behalf of TCPD; and

WHEREAS, it is the recommendation of the Director of Community Development & Grant Administration to approve the resolution and submission of the 2025 Catalytic Converter Grant.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the submission of a grant application for the 2025 Catalytic Converter Grant to the Motor Vehicle Crime Prevention Authority on behalf of TCPD

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

PASSED AND ADOPTED this 16th day of October 2024.

Dedrick D. Johnson, 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

(6) (u)

Meeting Date: 10/16/2024

Retrofit of Texas City Police Department indoor shooting range

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

Department: Police Department

Information

ACTION REQUEST

Consider and take action on the approval of the retrofit of the Texas City Police Department's indoor shooting range. The cost of the retrofit is \$317,450.

BACKGROUND (Brief Summary)

The indoor shooting range at the Texas City Police Department is original to the building (1998) and has become obsolete and inoperable. The shooting range is in need of a retrofit, so several companies were consulted to bid on the project in compliance with the city's purchasing policy. Inveris Training Solutions was selected by the Firearms Proficiency Officer and the Chief of Police as the best option for this undertaking.

RECOMMENDATION

The Chief and Command Staff recommend this project, which was budgeted for in the FY 24-25' budget.

Fiscal Impact

Attachments

Action Target quote
Inveris Quote
Savage Range quote
Resolution



PROPOSAL

ACTION TARGET PROPOSAL

Thank You,

For allowing Action Target the opportunity to quote your range project. With over 35 years of experience, we appreciate you trusting us to meet the challenges of building your ideal facility.

Texas City Police Department

BUDGETARY ESTIMATE

Prepared by: Daniel Pust

Email: dpust@actiontarget.com

Phone: 801-705-9184



3411 Mountain Vista Pkwy, Provo Ut 84606
ActionTarget.com | 888.377.8033

BUDGETARY ESTIMATE	Price
<p>Fixed Bay: 5 lanes, ~25 yd shooting distance</p> <p>(5) Pilot Target Retrievers</p> <ul style="list-style-type: none"> - Turning - Target lights (LED White & Police Strobe) - LCD local touch screen control in each booth - No drive cable downrange - Target viewing camera mounted to trolley - Hidden Target Clamp - Smart Range Axis Master Control Screen w/ wireless tablet controls - Strike Watch Technology to protect retriever from errant shots <p>Rubber Berm Trap</p> <ul style="list-style-type: none"> - 10 gauge metal deck; 30 degree reclining angle - Patented fin design to prevent rubber from sloughing - Action Target exclusive Class A Fire Retardant rubber coating - 24" rubber depth rated for standard pistol & rifle rounds (50 BMG rating available) <p>Ballistic Ceiling Baffle System</p> <ul style="list-style-type: none"> - Fixed position baffle coverage - 3/8" AR500 steel on all rows for pistol and rifle use - One (1) 8' long flat safety ceiling above firing line - Six (6) 4' angled rows with fascia - Two (2) 4' angled rows without fascia above trap - Fascia includes fire rated plywood covering with acoustical tiles - Uni-strut on back of baffle for light mounting <p>Defender Shooting Stalls</p> <ul style="list-style-type: none"> - ATI Class 2 ballistic rating (rifle rated) - 4 Ballistic Solid stall dividers - 2 Non-ballistic Solid stall ends <p>Installation & Shipping</p> <ul style="list-style-type: none"> - Includes Full Action Target Installation - Includes Shipping to destination <p>EXCLUSIONS:</p> <ul style="list-style-type: none"> -Electrical requirements and conduits -Structural supports for baffles -Taxes (tax exempt form must be provided) -Prevailing wages (to be added if required) 	<p>\$316,000.00</p>
<p>Trusted Partner 3-Year Warranty</p> <ul style="list-style-type: none"> - Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects. 	<p>\$0.00</p>

Total

\$316,000.00

TERMS & CONDITIONS

Action Target Inc. may be referred to as "Action Target" or "ATI" throughout this proposal.

PROPOSAL DATE BUDGETARY ESTIMATE

PROPOSAL VALIDITY BUDGETARY ESTIMATE

PAYMENT TERMS

1. 25% (twenty five percent) of the Total Contract Value shall be paid as a down payment
2. 25% (twenty five percent) of the Total Contract Value shall be paid upon completion of ATI final drawings
3. 40% (forty percent) of the Total Contract Value shall be paid upon delivery of the materials.
4. 10% (ten percent) of the Total Contract Value shall be paid upon job completion and sign off.
5. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered.
6. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.

SHIPPING TERMS

1. FOB destination: prepaid.
2. Shipping costs are estimates and subject to change; actual shipping costs will be subject to availability and rates at time of purchase.

DELIVERY & INSTALLATION TERMS

1. Manufacturing shall take no fewer than 16 weeks.
2. Full Factory Installation
3. Installation cost is based upon having forklift and scissor lift access. If forklift and scissor lift access is not available, the installation cost will increase.

ACTION TARGET RESPONSIBILITIES

1. Consultation and recommendation of optimal range design.
2. Design of ranges for complete ballistic containment.
3. Procurement, engineering, cutting and painting of ballistic steel plate.
4. Manufacture of targets and control systems.
5. Provision of sound attenuation material as called out on ATI drawings.
6. Design, engineering, and supply of HVAC systems provided by ATI (if applicable to this project).

**EXCLUSIONS OR
CUSTOMER
RESPONSIBILITIES**

1. Engineered stamped drawings (if required).
2. Permits, bonds (when applicable) licenses, special insurance requirements, regulatory costs, or any other special fees unknown at this time.
3. Concrete work including slabs, footings, and walls, floor trenching (if applicable).
4. Structural work of any kind, including structural supports.
5. Engineering of ceiling or roof structures, trusses, beams cross-members, or columns to accommodate baffles, trap, target systems, and lighting weight loads. Buyer to verify the ceiling structure within the range is capable of supporting the new range equipment. Weights and load points will be provided in ATI drawings for utilization by the general contractor, engineer or architect.
6. Buyer to verify the ceiling structure within the range is capable of containing any errant type secondary bullet impacts.
7. Drop ceiling behind the safety ceiling at the firing line or other light fixtures in this area.
8. HVAC systems, unless included specifically in this quote.
9. Temporary lighting and power (including 3 phase, if necessary).
10. Supplying of electrical services, electrical outlets, conduit(s), CAT5 cable/jacks, junction boxes, disconnects, stub-outs and lighting of any kind.
11. All conduit, A.C. wiring, A.C. Electrical Connections, lighting, and any duct work is specifically excluded from this proposal and scope of work. If conflict with HVAC, Plumbing or Electrical equipment occurs, it will be the owner's/contractor's responsibility to resolve issues in a timely manner. Any delays from these may require a change order for additional install time.
12. Range lighting controls and wiring (unless specifically called out in quote).
13. Lead control & reclamation prior to, at the time of install, or thereafter.
14. Gas piping or other plumbing.
15. Cutting, coring, sealing and/or patching of any wall surfaces, roof surfaces, and or concrete (if applicable).
16. Additional fees related to "customization" of product or work otherwise identified as "custom".
17. Any other work, materials or equipment that is not expressly included in the ATI Work.
18. Disposal of construction waste.

**CONFIDENTIALITY
COPYRIGHT &
REPRODUCTION**

This proposal is submitted by Action Target Inc. Any and all information, drawings, specifications and other design documents contained herein is the property of Action Target Inc. and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.

**TERMS & CONDITIONS
CLAUSE**

This is a summary of standard Action Target Inc. Terms and Conditions. Action Target Inc. reserves the right to change, modify or add to these Terms and Conditions in the final customer contract.

TRUSTED PARTNER WARRANTY™

3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

Our Promise

The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.



[LEARN MORE](#)

ActionTarget.com/TrustedPartnerWarranty

CORE PRODUCTS COVERED

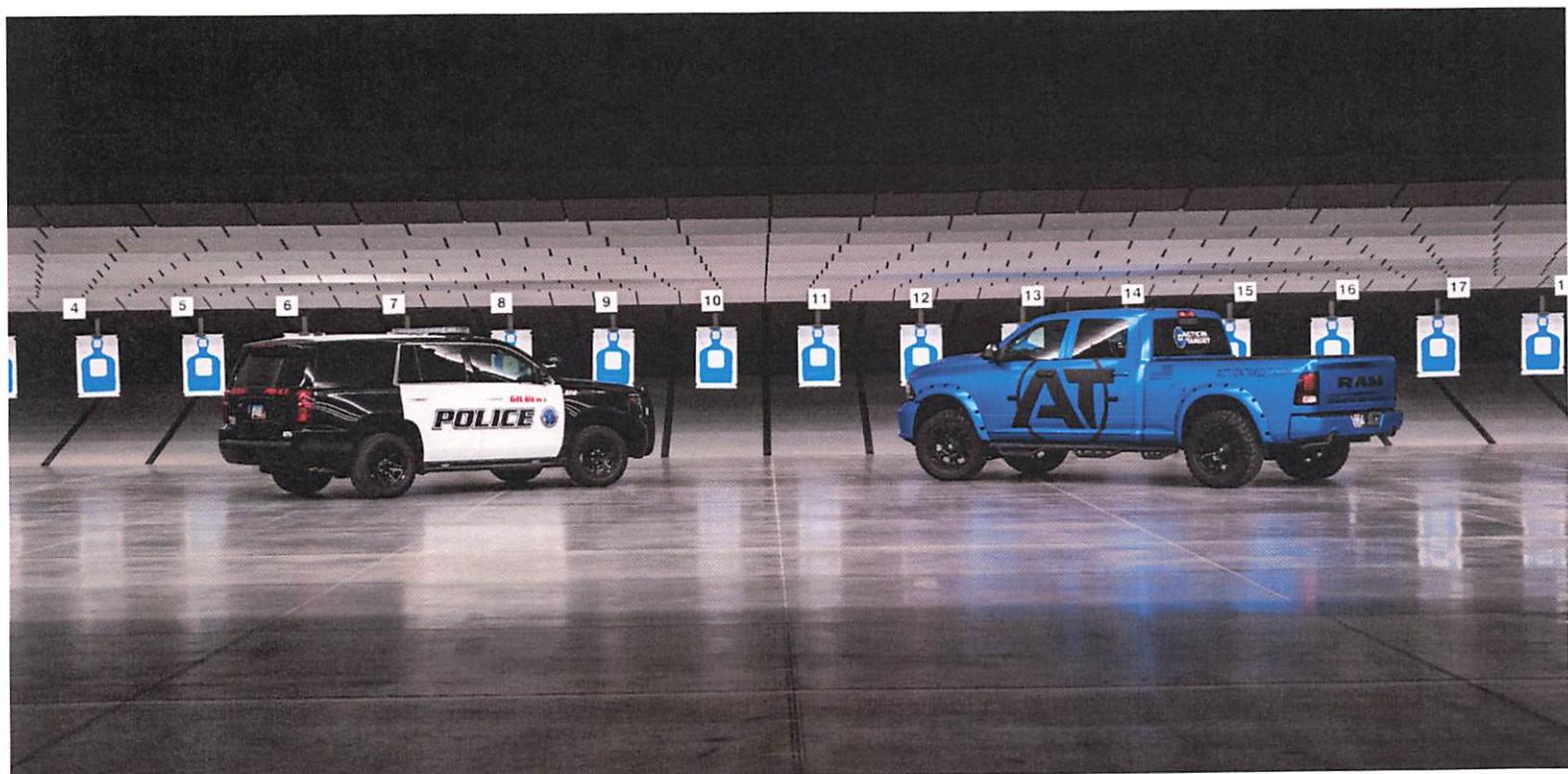
- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Line of Fire™
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™



Customer Support

24/7 Support | Remote Access | Inventory | Nation-Wide Reps | 3-Year Warranty

Action Target is always on call to help with warranty issues. Many items are remotely accessible, allowing us to quickly trouble shoot. We also maintain inventory to minimize service time.



PILOT™

SIMPLE, SMART, WIRELESS

The Pilot satisfies the need for a robust wireless retriever at a reduced cost. Options include simple out and back functionality or 360 turning with pre-loaded games and training drills. An integrated camera and target lighting provide an enhanced shooter's experience.

Strike Watch™ Technology

Pilot incorporates Strike Watch technology to detect strikes on the carrier, automatically protecting your investment. When shot, all lights strobe and the shooter is warned. After subsequent strikes on the carrier, the session is terminated.

Low-Maintenance Design

Pilot is a wireless target retriever, eliminating the need for cables and bus bars downrange. In addition, it features a hidden clamp and a front shield made from 3/8" AR500 steel. These features eliminate expensive repairs, ensuring low cost of ownership.

Streamlining Technology

The Pilot interface was specifically designed for intuitive out and back navigation. It also displays the target on the local control screen.

Action Target Connected

Pilot is connected to SmartRange Axis™ range control software through Action Target's cloud network. This allows Action Target to update content remotely, troubleshoot on the fly, and provide expedited customer support.

Hidden Clamp

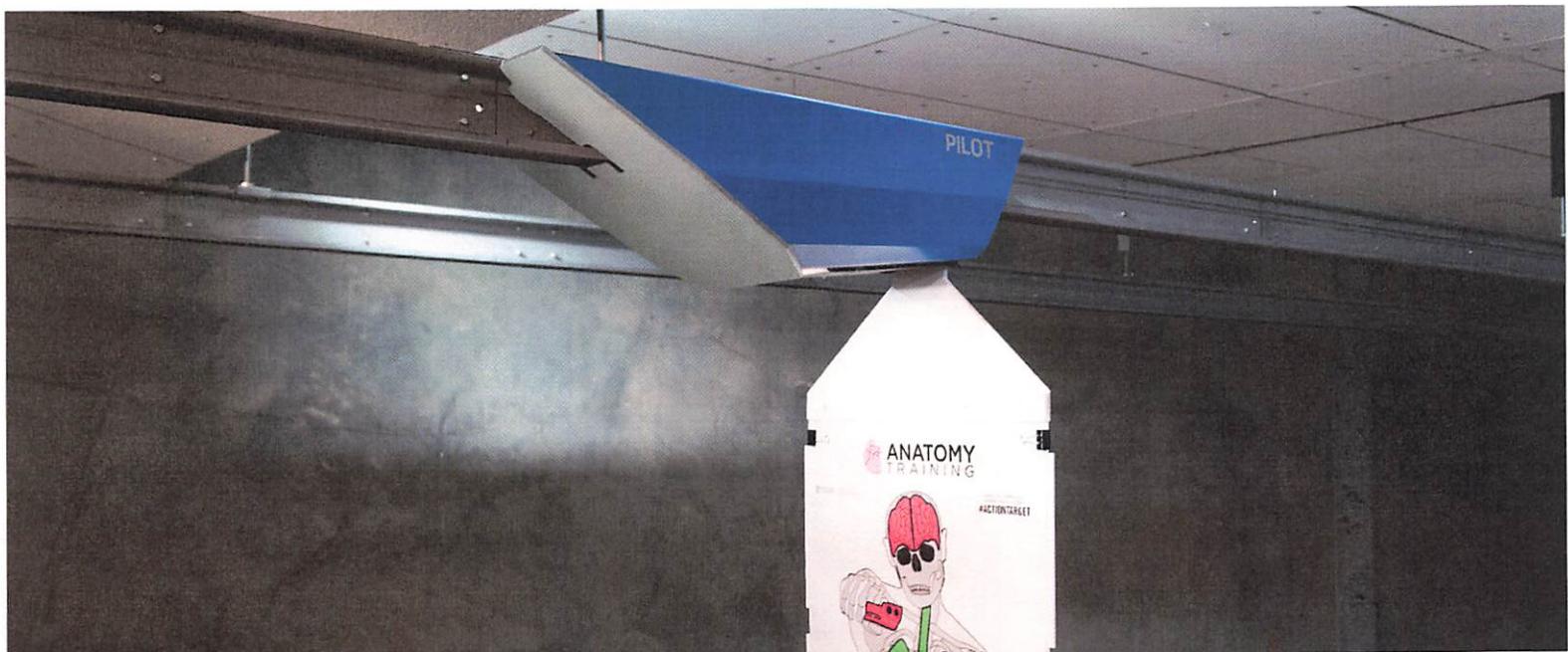
The 360° turning clamp is concealed inside the carrier. This eliminates expensive and time-consuming maintenance, which is a common requirement for exposed metal down riggers. An economic 2-part backer interfaces with the clamp, enabling dynamic target presentation.



LEARN MORE
ActionTarget.com/Pilot

FEATURES

- SmartRange Axis Compatible
- Strike Watch Technology
- 100% Wireless functionality
- Integrated target camera
- Hidden Target Clamp
- Integrated Target Lighting: White & Police strobe
- Easy-to-use Control Interface
- Plug and Play Upgrades
- 3/8" AR500 Steel Deflector Plate
- 360 Turning Optional Feature



SMARTRANGE AXIS™

ENHANCED RANGE CENTRAL CONTROL

SmartRange Axis™ is a powerful range management solution that truly puts total range control at your fingertips. The user-friendly interface gives you complete control over target systems, lane management, and range systems, maximizing range usage and user experiences.

Lane Management

SmartRange Axis' Lane Management is second to none, offering the ability to enter shooters' names, assign unique permissions, and designate lane time limits.

Unique Permissions

User profiles are created by ranges and assigned to shooters at check-in. Each user profile carries unique permissions for program access and editing, lighting control, and equipment features. This allows ranges to tailor each session based on criteria such as range staff roles, membership level, etc.

Range System Control

SmartRange Axis offers unparalleled simplicity, control, and integration of range essentials on one easy-to-use platform.

- Genesis and Pilot retrievers
- HVAC
- DRM Pro
- Fixed Turning Target System
- Fixed Lateral 360 Target System

Program Creation

Build dynamic programs and organize them by folder. Control exposure time, edge time, and cycle count. Or establish random parameters for a truly unpredictable and challenging training session.

Timed Drills

Set up and execute timed drills with customized target exposure times, cycle counts, and retriever speed for training or qualification.

Action Target Connected

SmartRange Axis uses a range server that connects with Action Target's cloud network. This provides access to analytics, remote troubleshooting, system improvements, and content updates for improved and streamlined business processes. As the building block for the future, Smart-Range Axis will continue to grow and serve as a central element for all range operations.



LEARN MORE

ActionTarget.com/SmartRange

FEATURES

- Multiple-lane management
- Program management and creation
- User profiles
- Connected to Action Target cloud
- Language support options
- Genesis and Pilot retriever management
- HVAC integration
- DRM Pro integration
- FTTS integration
- FTL 360 integration



RUBBER BERM TRAP™

NOT ALL RUBBER BERM TRAPS ARE BUILT ALIKE

Action Target's Rubber Berm Trap has numerous attributes that set it apart from the competition. For example, the trap is engineered with a uniquely designed galvanized steel frame that holds rubber in place to safely capture rounds. The rubber can also be treated with a flame-resistant formula to provide maximum fire protection.

Rubber Granules

Action Target's styrene-butadiene rubber granules are available in a variety of sizes and grade options to fit the needs of any range.

Fire Treatment

Action Target provides optional Flame Lock™ flame-resistant treatment. This gives rubber granules an ASTM-E84 and ASTM-E108-11 Class A rating, which is the industry's best fire rating.

Self-Supporting Frame

The Rubber Berm Trap is the safest rubber trap available. The self-supporting berm frame is designed to IBC standards.

Patented Fin Design

The Rubber Berm Trap's patented fin design keeps the rubber at a depth that is safe for shooters and reduces trap maintenance.

Sidewall Protection

Customers may opt for AR steel sidewalls to prevent bullets from damaging the range walls.

Integrated Baffles

Optional overhead baffles are available for additional protection of the building structure. Baffles can also be positioned as a hopper feeder for granule distribution.



[LEARN MORE](https://ActionTarget.com/RBT)
ActionTarget.com/RBT

FEATURES

- Internal Frame Design
- Industry's Best Fire Rating
- Patented Fin Design
- Clean and Quiet
- Harvested Rubber Granules
- Optional .50 BMG Rating



CEILING BAFFLES

COVERAGE YOU CAN COUNT ON

Using a patented design, Action Target's ceiling baffles provide ballistic protection for ceiling structures, lights, electrical, and ventilation systems while keeping shooters and range employees safe.

Customizable

Action Target's ceiling baffles are compatible with various fascia options, range sizes, and ballistic ratings.

Modular Design

Ceiling baffles are designed to make installation possible in small spaces and facilitate the replacement of individual parts.

Ballistic Steel Baffles

Steel baffles prevent bullets from escaping the range. ATI Class 1 (handgun) and ATI Class 2 (rifle) options are available.

Sound-Reducing Fascia

A variety of available baffle fascia options improve comfort for range users and customize the look of a shooting range.

Air Gap

A steel furring within the baffle creates an air gap for bullets to splatter.

Wood Panel

A layer of wood over the baffle contains bullet splatter, keeping shooters and range staff safe.

Outdoor Applications

Ceiling baffles may be installed in outdoor settings with an overhead structure.

Configurations

Ceiling baffles are installed to provide complete overhead ballistic coverage in either fixed firing line or tactical ranges, allowing shooters to move up and down the range safely. Structural stamps are available upon request.

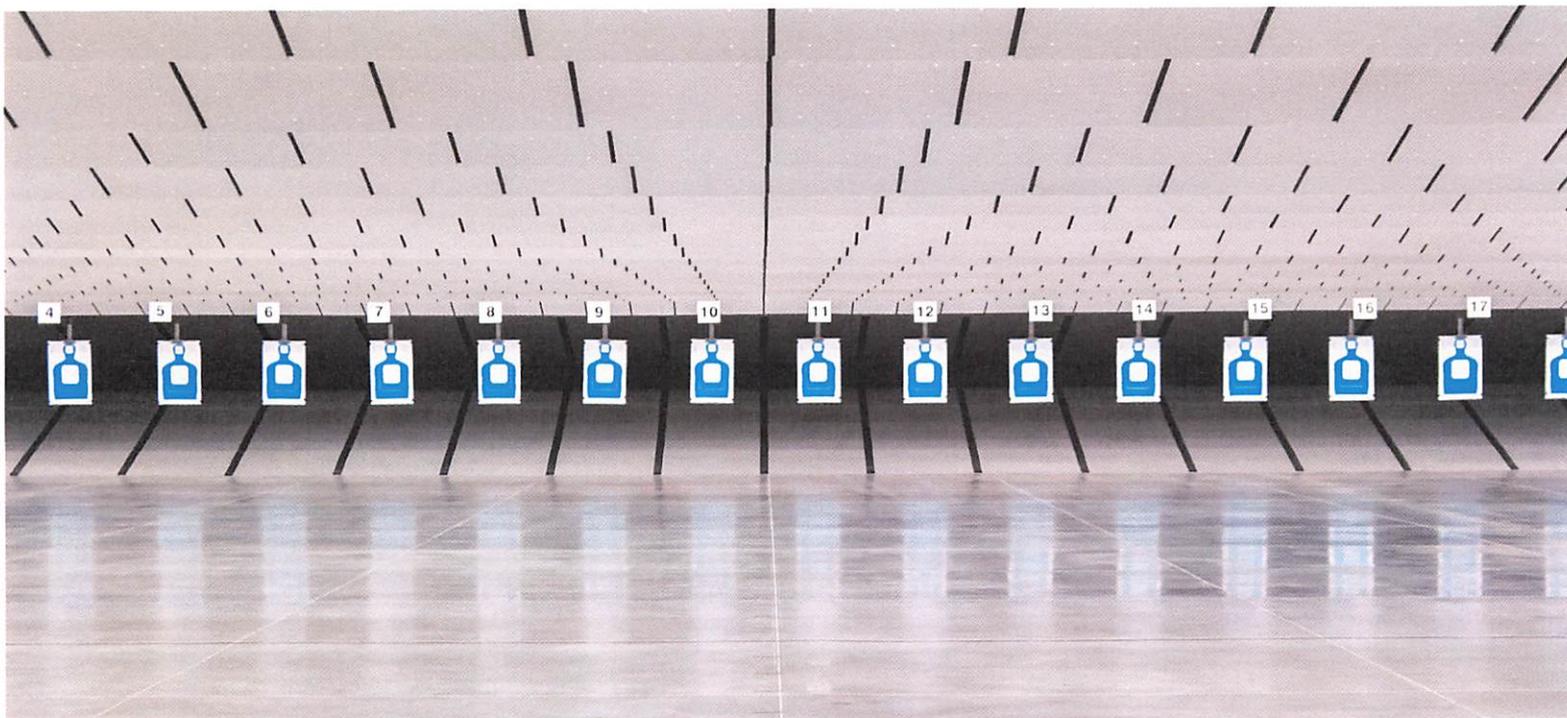


LEARN MORE

ActionTarget.com/Ceiling-Baffles

FEATURES

- Engineered Deflection Angles
- Modular
- Prevents Splatter
- AR500 Steel
- Customizable
- Acoustic Fascia
- Protects Ceiling-Mounted Equipment
- No Field Welding Required



RANGE SERVICES

TURNKEY CONVENIENCE, COMPLIANCE, AND SAFETY

Managing a range requires a lot of effort and attention to detail. Action Target eliminates much of that effort with our turnkey range solutions. From scheduled maintenance and cleanings to managing metals recycling and compliance documentation, Action Target's services streamline your operations.

Recycling & Disposal Programs

Metals Recycling | Waste Disposal

Action Target offers a full solution for metals recycling and waste disposal. Within 72 hours Action Target picks up shipment, replacing collection containers. Receive a 10% bonus on Action Target equipment and services.

Rubber Berm Trap Cleaning

Transparent pricing | Proprietary Process | Convenience

Action Target uses a simple, transparent all-inclusive pricing structure to give you the best return on your metals. Our process to clean rubber berm traps has safety and profitability of your range in mind. This turnkey solution integrates all our programs and provides all the necessary materials.

Maintenance & Cleaning Programs

Range Visits | Cleaning | Maintenance

Action Target works with you to build a plan for annual range visits, which include specialized services to keep your range running at peak performance.



[LEARN MORE](https://ActionTarget.com/Services)
ActionTarget.com/Services



ACTION TARGET STORE

RETURNING MORE THAN TARGETS

Action Target carries all the essential products to keep your retail area stocked and your range clean, safe, and ready to operate. From range safety products and cleaning supplies to paper, cardboard, and steel targets, we have everything you need to make your range or firearms training program a success.

Range Supplies



Firearm Storage and Cleaning

Keep your rental guns secure and working smoothly with our selection of firearms storage, cleaning, and lubrication gear.



Range Cleaning Products

Keep your range safe and clean with products designed to remove lead from hands, shoes, floors, and other surfaces.



HVAC Filters

Specifically designed to filter lead and high loading conditions



Paper and Cardboard Targets

With more than 1,000 target designs, we offer a greater selection than anyone else in the industry.



Target Backers

We stock a variety of backers to fit any target system.



Steel Targets

We offer a wide variety of innovative steel targets.



LEARN MORE

Shop.ActionTarget.com





October 4, 2024

Texas City Police Department
 Attn: Mr. Jeff Winstead
 1004 9th Avenue North
 Texas City, TX 77590
 409-643-5838
jwinstead@texascitytx.gov

InVeris Offer No.: **24590-23-USL Rev 5**
 Re: Existing Range Retrofit
 Offer Type: Open Market

Dear Mr. Winstead,

InVeris Training Solutions, Inc.[™] (InVeris) is pleased to offer a fixed price of **\$317,450.00** (Three Hundred and Seventeen Thousand, Four Hundred and Fifty US Dollars) for the products and services listed herein, furnished, and delivered CPT jobsite (Texas City, TX) in accordance with Incoterms[®] 2020. In addition to the offer price, the Buyer will be responsible for all Federal, State, and Local Taxes, Licenses, Permits, Bonds and Fees applicable to the sale. This offer is valid for 45 days.

Payment Terms are as defined in the Terms & Conditions Section of this quotation.

Delivery is typically 90-120 days after receipt and acceptance of order and upon return and approval of InVeris Submittal Drawings, whichever occurs last. This offer will be attached to and made part of any forthcoming purchase order. Indication of acceptance shall be by authorized signature in the space provided below. Please also enter the total purchase price, to include any purchased options, if applicable.

Should you have any questions or require additional information, please feel free to contact me. I am personally dedicated to this proposal effort.

Best Regards,

Randolph Rody,
 SW LE Sales Representative
 Tel: 623-693-1559
Randolph.rody@inveristraining.com

Prepared by:
 Melissa Boltz
 Proposal Manager

<i>By signing below, each party agrees with all terms of this document and specifically acknowledges it has entered into a contract. Both parties have caused this document to be executed by an authorized representative as of the dates indicated below.</i>				TOTAL PURCHASE PRICE: (Include Options if applicable) \$	
ACCEPTED BY: Buyer	DATE:	ACCEPTED BY: Seller	InVeris Training Solutions, Inc	DATE:	
Authorized Signature:		Authorized Signature:			
Print Name & Title:		Print Name & Title:			

Base Offer

- **SUPPORT BRIDGING:** (if applicable) is **NOT** included unless explicitly listed as a separate line item in the equipment table below. Please see the Terms & Conditions section, item C under exclusions.
- All products and services offered herein are Open Market items.

PART NO.	DESCRIPTION	QUANTITY	UNIT
Existing Range Retrofit – 5 Lanes, XWT, GranTrap™, SafeZone™ Stalls, Rifle Rated			
BULLET TRAP			
LE7500-OT	GranTrap™ - 9' height granular rubber trap with 3/8" AR500 angled armor plate upper replenishment bin. Open GranTex™ Design.	20	LF
LE7500-TRSP-R-1/4	GranTrap™ Sidewall plates, 1/4" AR500, set of 5 x 2 sidewalls.	1	SET
BALLISTIC PROTECTION			
RG-D	Redirective Guard - Rifle, 3/8" AR500 Includes GAP Protectors (2 Rows)	160	SF
CB-D	Containment Baffles - Rifle, 3/8" AR500, with FTW plywood face. Includes GAP Protectors (6 Rows)	480	SF
SC-D	Safety Ceiling - Rifle, 3/8" AR500 with FTW plywood face. Includes GAP Protectors. Standard 12' ceiling.	240	SF
AAF	Acoustical Foam Panel, 2' x 4' x 2", charcoal, Sonex, class 1 FR. Includes adhesive	912	SF
SHOOTING STALLS			
SZ-R-C/S	SafeZone™ Shooting Stalls - Rifle. Complete Lane Stalls. Black Frame, Clear Top Panel, and Black Bottom Panel Inserts. Includes shooting shelf, Rifle blast shield, LED lighting overhead and brass shield.	5	LN

PART NO.	DESCRIPTION	QUANTITY	UNIT
TARGET RETRIEVAL SYSTEM			
XWT-75	XWT Next Generation Wireless 360° Turning, Target System. Self-propelled, with touchscreen target control, down range crossmembers, and includes 75' of track.	5	EA
RM10K-LE	Master Control Computer - and (1) Tablet Controller	1	SYS
Double Unistrut (1072252)	Double Unistrut P1001 12 ga Pre Galv. 10 foot PG. (Hardware not Included)	32	EA
MISCELLANEOUS			
LE1216 (87323)	RIFLE GRANTEX CLEARING TRAP ASSY	1	EA
Services			
SPPT-Full	Complete Unload, Installation, and Training - Prevailing Wage Rates Not Included	1	LOT
MANUALS	Operations and Maintenance Manuals	1	LOT
WRTY	12-Month Warranty	1	LOT
FRT-CPT	Freight & Delivery shall be CPT Jobsite (Texas City, TX) in accordance with Incoterms® 2010.	1	LOT
Total Base Offer Price		\$317,450.00	

Important Notes & Assumptions

1. **COVID-19:** Supplier (InVeris) shall not be liable to Purchaser if and for so long as it is unable to deliver because Supplier's (InVeris') production is suspended, or it cannot obtain necessary materials, or it cannot make delivery arrangements, due to the COVID-19 pandemic.
2. Prices are Firm Fixed Price, barring no material escalation in steel or acoustical material prices greater than 5% during the timeframe from quote submission to a fully negotiated contract.
3. **Full Install:** Pricing assumes the InVeris Field Service Technician (FST) and labor crew will be onsite over two (2) trips. All site preparation work must be done prior to the FST's arrival. If additional trips are required due to issues beyond InVeris' control, additional charges will be assessed in the form of a change order.
4. Buyer to verify the ceiling structure within the range is capable of supporting the new range equipment and containing any errant type secondary bullet impacts.
5. Customer accepts responsibility to ensure the project site is ready to receive and install InVeris' products according to the contracted schedule. To the extent that InVeris is not at fault for a delay in site readiness, InVeris may charge Customer any reasonably incurred costs including, but not limited to, storage costs.
6. All conduit, A.C. wiring, A.C. Electrical Connections, lighting, and any duct work is specifically excluded from this proposal and InVeris scope of work. If conflict with HVAC, Plumbing or Electrical equipment occurs, it will be the owner's/contractor's responsibility to resolve issues in a timely manner. Any delays from these will not extend Tech Assist time and may require a change order for additional Tech Time. Please remember that InVeris wants you to have a successful installation in a safe and timely manner.
7. InVeris FST will provide training on installed systems after installation is complete. FST will perform a QC walk and final acceptance with the owner/contractor.
8. Any / all trademarks mentioned herein are the properties of their respective owners.
9. If InVeris is not authorized by the customer to commence work on the Project within 45 days from the date of the Contract and subject to the economic conditions of metals, InVeris shall be entitled to adjust its prices to account for increased costs to InVeris as a result of said delay.

Terms & Conditions

These Terms and Conditions will be part of any contract, purchase order or signed offer that InVeris enters into with you, your department or company.

Our Terms and Conditions are not limited to those provided herein. The Standard Terms and Conditions [ITSI-DOM-007_08-17-2021] incorporated by reference herein and the enclosed offer shall apply and take precedence over all other project documents. Any earlier offer along with those terms and conditions are immediately null and void. Any subsequent purchase order will be subject to the Standard Terms & Conditions which can be provided upon request. Please contact ITS-ContractsMailUsers@inveristraining.com to request a copy.

Limitation of Liability:

Nothing in this contract shall exclude or limit the Supplier's liability for death or personal injury caused by the Supplier's negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited.

EXCEPT AS STATED ABOVE, THE TOTAL AGGREGATE LIABILITY OF THE SUPPLIER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT, WHETHER FOR NEGLIGENCE OR OTHERWISE, SHALL IN NO EVENT EXCEED 20% OF THE TOTAL CONTRACT VALUE

IN NO EVENT SHALL THE SUPPLIER BE LIABLE FOR LOSS OF PROFIT, LOSS OF USE, LOSS OF BUSINESS, LOSS OF REVENUE OR FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL LOSS OR DAMAGES, OR PUNITIVE OR EXEMPLARY DAMAGES, HOWSOEVER CAUSED.

These clauses set out the entire liability of the Supplier (including any liability for the acts or omissions of its sub-contractors) in respect of any breach of this contract or orders placed under it and any representation, statement or tortuous act or omission including negligence arising under or in connection with the contract. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract."

Force Majeure:

Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, pandemics, quarantine restrictions, terrorism, war, labor unrest and unusually severe weather ("Excusable Delay").

The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description of the delay and of the affected portion of the Work. In the event that InVeris is the party experiencing the Excusable Delay, InVeris, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and during the period of such Excusable Delay. If the Excusable Delay continues for a period of 90 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party.

InVeris' pricing excludes the following items unless specifically included as a line item at the end of this paragraph.

- A. Line voltage electrical, connections, line or control conduits (empty or full), electrical boxes, receptacles, target or general lights and any other devices generally considered for high voltage.
- B. All temp utilities for construction (including adequate lighting and 115v power for hand-tools) are the responsibility of the owner/contractor.
- C. Bridging, structural supports or any other material that is required as support for InVeris' baffle, safety ceiling, or target systems. Load points to be verified by owner/contractor to support InVeris equipment.
- D. All coordination for baffle, safety ceiling, and bullet trap (and the associated hanging provisions) is the responsibility of the owner/contractor. InVeris will provide accurate submittal drawings for this purpose.
- E. Unloading and/or moving/placement of InVeris' equipment into the range area.**
- F. Removal / disposal of existing equipment.
- G. Removal / disposal of lead or other hazardous waste.
- H. Relocation of existing piping, ventilation ducts, electrical conduit, etc.
- I. Any customer requested special shipping or marking/labeling requirements and any related costs.
- J. Specialty anchors or seismic type hanging devices.
- K. Concrete pads, core cuts and/or masonry patching.

Items listed above that are specifically included with this offer: **E.**

InVeris will not be responsible for payment of the following statutory items unless specifically included as a line item at the end of this paragraph:

- | | | |
|------------|-----------------------|------------------|
| A. Taxes | D. Bonds | G. Other Charges |
| B. Permits | E. Licenses | |
| C. Fees | F. Additional Insured | |

Statutory items listed above that are specifically included with this offer: **NONE**

Sales Tax:

IMPORTANT NOTE: InVeris is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is federal or state tax exempt, provide a copy of the tax exemption certificate. Otherwise, please include the sales tax value on any resulting purchase order.

InVeris does not claim, assert or guarantee in any way that purchased equipment is compliant with all federal, state, county, city or local "trade" or "building" codes. The owner is responsible for compliance with all local jurisdictions and codes.

Prevailing Wage Rates:

InVeris is a non-union manufacturer. InVeris will provide prevailing wages (Davis-Bacon) or pay for union workers only if specifically included as a line item below:

Not Applicable – Prevailing Wage Rates not Included

Payment Terms:

The payment amount included in the attached offer shall be payable to InVeris as follows:

- Payment Terms are 25% with placement of order and signed quotation, 40% with returned approved InVeris submittal drawings, 25% due ten (10) working days before the scheduled ship date, and the remaining 10% due upon installation, training and project signoff. Delay in payment will invalidate the quoted delivery date. Any deviation must be mutually agreed upon in writing.

Proprietary Information:

This (Proposal/Submittal/Document) contains proprietary information and is submitted for evaluation purposes, and shall not be disclosed, duplicated or reproduced, in whole or in part, without prior written consent of an authorized representative of InVeris.

All drawings, specifications and other design documents prepared by InVeris and its consultants in connection with the Project are the property of InVeris. InVeris shall retain all common law, statutory and other rights, including all copyrights, related to said design documents. Customer shall not use nor permit another party to use the design documents on other projects without the specific written consent of InVeris.

Note 1: If the Seller is awarded the contract/purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification.

PLEASE SUBMIT SIGNED PROPOSAL BY EMAIL, FAX, OR MAIL TO:

Email: ITS-ContractsMailUsers@inveristraining.com	Fax: 678.288.1515 Attn: Contracts Dept.	Mail: InVeris Training Solutions, Inc. Attn: Contracts Dept. 296 Brogdon Road Suwanee, GA 30024-8615
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RECORD OF CHANGES

Revision No.	Date	Description
1	20 Feb 2024	Pricing revalidated
2	26 Jun 2024	Pricing revalidated
3	23 Jul 2024	Equipment change
4	13 Sept 2024	ROM quote converted to FFP quote
5	4 Oct 2024	Equipment added

Savage Range Systems, Inc.

100 Springdale Road
 Westfield, MA 01085
 (800) 370-0712



Quotation

ADDRESS

Texas City Police Department
 1004 9th Avenue North
 Texas City, TX 77590

SHIP TO

Detective Jeffrey Winstead
 Texas City Police Department
 1004 9th Avenue North
 Texas City, TX 77590

QUOTATION # Q23-0284

DATE 02/03/2023

EXPIRATION DATE 03/05/2023

DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
Model 800R Granulated Rubber Trap. Free-standing trap will handle ammunition, including armor piercing, rated up to .50 cal BMG (no automatic fire). Fabricated from hot-rolled steel sections with a 10 ga back plate to maintain a 32° angle. Media is recycled rubber material - 25mm, all-black, metal and fiber-free. Media is treated with fire retardant during installation.	21	LF	2,035.00	42,735.00
Model B801 Suspended Safety Baffles designed to safely deflect rounds rated up to 8100 FPE. Units are clad with 3/4" CDX plywood to attack face and supplied shop primed only. Secondary support grid (e.g. Unistrut) to be provided by Others unless otherwise noted. Rows = 8	160	LF	308.00	49,280.00
Model C802 Suspended Safety Ceiling designed to safely contain all rounds rated up to 8100 FPE. Units are clad with 3/4" CDX plywood to attack face and supplied shop primed only. Secondary support grid (e.g. Unistrut) to be provided by Others unless otherwise noted.	20	LF	920.00	18,400.00
Caliber Target Systems, Model CR-2TL-25, Turning Target Retrieval System with on-board lighting up to 25 Meters	5	Each	11,560.00	57,800.00
Caliber Target Systems, Model CR-2TL Master Control System, 12" Screen, Full Control of all CR-2 / CR-2TL Targets in one range.	1	Each	10,090.00	10,090.00
Caliber, Solid Booth, 1/4 AR500, Covered with Rubber, Model CR-SB	4	Each	4,310.00	17,240.00
Caliber, End Booth, Non-ballistic for against side walls, Model CR-EB	2	Each	2,210.00	4,420.00
Caliber, Booth Shelf, Removable, Model CR-BSR	5	Each	425.00	2,125.00
Blast Shield for Caliber Range Systems' shooting booths	4	Each	400.00	1,600.00
Engineering design support including shop drawings, commissioning of range equipment and training of personnel in operation & maintenance of the equipment.	1	Complete	7,500.00	7,500.00
FOB Ex-works Savage Range Systems- PREPAID & ADDED	1	Estimated	0.00	0.00
Installation of range equipment - bullet trap, baffles, safety ceiling, target system and booths.	1	Complete	62,000.00	62,000.00
Shipment 8-10 weeks after receipt of order.	1		0.00	0.00
Terms are 20% down with signed contract, 30% upon production of equipment, 40% upon receipt of equipment, 10% at installation. Pricing in US Dollars.	1		0.00	0.00
This quote does not include Insurance in excess of current limits, performance & payment bond, taxes, local fees, assessments, licenses or mandatory wage requirements unless	1		0.00	0.00

Savage Range Systems offers a one-year limited warranty.
 ISO 9001:2015 QM Registered Company | Certificate # 20-030101.1Q
 FID# 76-0335415 | Cage Code 1T8M8 | DUNS # 944231935

DESCRIPTION

QTY

U/M

UNIT
PRICE

AMOUNT

noted otherwise and agreed. Installation will be by factory trained personnel. All site work is excluded from this quotation unless noted otherwise and agreed. Savage Range Systems will provide specifications / details of our requirements. Bullet trap installation requires fork truck access from the front of the trap. Customer is responsible for all line voltage connections unless noted otherwise. The Customer is responsible for providing secure storage for and off-loading of our materials. We reserve the right to revise this quote if the specifications are modified or amended.

Prepared by:

TOTAL

\$273,190.00



Donna Oppenheimer
Sales Manager
doppenheimer@savagearms.com
413-642-4116

Accepted By

Accepted Date

RESOLUTION NO. 2024-139

A RESOLUTION ACCEPTING A PROPOSAL FROM INVERIS TRAINING SOLUTIONS FOR THE RETROFITTING OF THE TEXAS CITY POLICE DEPARTMENT INDOOR SHOOTING RANGE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the indoor shooting range at the Texas City Police Department is original to the building (1998) and has become obsolete and inoperable; and

WHEREAS, the shooting range is in need of a retrofit. Several companies submitted proposals for the project in compliance with the city's purchasing policy. Inveris Training Solutions was selected by the Firearms Proficiency Officer and the Chief of Police as the best option for this undertaking.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the retrofitting of the Texas City Police Department's indoor shooting range for the total price of \$317,450.00, as set out on the quote 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 16th day of October 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) (a)

Meeting Date: 10/16/2024

Third Reading - Consider and take action on Ordinance No. 2024-023 for recommended speed zones for Loop 197 as recommended by TxDOT on the basis of an engineering and traffic investigation

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on Ordinance No. 2024-023 for recommended speed zones for Loop 197 as recommended by TxDOT on the basis of an engineering and traffic investigation

BACKGROUND (Brief Summary)

On the basis of an engineering and traffic investigation, TxDOT recommends the following speed limits be fixed by ordinance for vehicles traveling on the named streets and highways, to wit:

- (1) Along LOOP 197 from the 200 feet north of 19th Avenue North to the 4th Avenue South a distance of approximately 1.637 miles, the speed limit shall be 30 miles per hour.
- (2) Along LOOP 197 from the 4th Avenue South to the 3437 feet south of FM 519 a distance of approximately 2.178 miles, the speed limit shall be 40 miles per hour.
- (3) Along LOOP 197 from the 3437 feet south of FM 519 to the 2312 feet north of Galveston, Houston and Henderson Railroad a distance approximately 0.952 mile, the speed limit shall be 55 miles per hour.
- (4) Along LOOP 197 from the 2312 feet north of Galveston, Houston and Henderson (GHH) Railroad to the GHH Railroad a distance of approximately 0.428 mile, the speed limit shall be 50 miles per hour.

RECOMMENDATION

Upon review of the engineering and traffic investigation by an independent professional traffic operations engineer (P.T.O.E.), the City Engineer recommends approval of the TxDOT recommended speed limits indicated for vehicles traveling upon the named streets and highways.

Fiscal Impact

Attachments

Request for Speed Zone Ordinance - Loop 197
Ordinance 2024-23



P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

May 19, 2023

Ms. Rhomari Leigh
City Secretary
City of Texas City
1801 9th Avenue N.
Texas City, Texas 77590

Via Certified Mail: 9489 0090 0027 6427 0525 74

RE: Second Request for City Speed Zone Ordinance – LP 197 – Galveston County

Dear Secretary Leigh:

In reviewing our records, we noticed that we have not received response from your office concerning the above-mentioned subject.

I am wondering if my correspondence failed to reach you, so I am enclosing a copy of the original letter.

Should you have questions, you may contact Mr. Roberto Lewis at (713) 802-5046.

Sincerely,

Kim Straughter
Administrative Assistant
to the Director of Transportation Operations
Houston District

Attachment

cc: Roberto V. Lewis, MBA



Texas Department of Transportation

P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | (713) 802-5000 | WWW.TXDOT.GOV

June 25, 2018

The Honorable Matthew T. Doyle
Mayor
City of Texas
1801 9th Ave. N.
Texas City, Texas 77592

RE: Request for City Ordinance Speed Zone - Loop 197 - Galveston County

Dear Mayor Doyle:

Our office has completed a Speed Zone Study along Loop 197 within the City of Texas City. Attached you will find a Speed Zone Strip Maps numbered 5371 A through 5371 B and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along Loop 197. If you concur with the recommended zone please furnish this office with a copy of your executed ordinance.

Should you have questions please contact Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856 or Rogelio Rubico at (713) 802-5182.

Sincerely,

Ugonna U. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: James Hartshorn - City of Texas City
Gaurang S. Pandit, P.E.
Rogelio R. Rubico, P.E.

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

SPEED ZONE ORDINANCE # _____

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF § 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF TEXAS, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, § 545.356, Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along **Loop 197** from the 200 feet north of 19th Avenue North to the 4th Avenue South a distance of approximately 1.637 miles, the speed limit shall be 30 miles per hour.

Along **Loop 197** from the 4th Avenue South to the 3437 feet south of FM 519 a distance of approximately 2.178 miles, the speed limit shall be 40 miles per hour.

Along **Loop 197** from the 3437 feet south of FM 519 to the 2312 feet north of Galveston, Houston and Henderson Railroad a distance of approximately 0.952 mile, the speed limit shall be 55 miles per hour.

Along **Loop 197** from the 2312 feet north of Galveston, Houston and Henderson (GHH) Railroad to the GHH Railroad a distance of approximately 0.428 mile, the speed limit shall be 50 miles per hour.

Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

PASSED AND APPROVED THIS _____ day of _____, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

ORDINANCE NO. 2024-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTIONS 545.356 AND 545.353 OF THE TEXAS TRANSPORTATION CODE, ON CERTAIN STREETS AND HIGHWAYS OR PARTS THEREOF WITHIN THE CORPORATE LIMITS OF THE CITY OF TEXAS CITY, AS SET OUT IN THIS ORDINANCE, TO WIT: SPEED ZONES FOR LOOP 197 AS RECOMMENDED BY TXDOT ON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION; PROVIDING A PENALTY NOT TO EXCEED \$200.00 FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, Section 545.356, Texas Transportation Code, provides that whenever the governing body of the City shall determine, upon the basis of an engineering and traffic investigation, that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

WHEREAS, the Texas Department of Transportation conducted a speed zone study and recommends speed limits to be altered along Loop 197 as outlined on Exhibit "A", Aerial Map, attached hereto and made a part hereof for all intents and purposes; and,

WHEREAS, the City Commission of the City of Texas City agrees it is in the best interest of the citizens of Texas City to determine and declare such designated areas as suggested by the Texas Department of Transportation as outlined in Exhibit A.

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

SECTION 1: Upon the basis of the Texas Department of Transportation speed zone study made as authorized by the provisions of section 545.356 of the Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

- (1) Along LOOP 197 from the 200 feet north of 19th Avenue North to the 4th Avenue South a distance of approximately 1.637 miles, the speed limit shall be 30 miles per hour.

(2) Along LOOP 197 from the 4th Avenue South to the 3437 feet south of FM 519, a distance of approximately 2.178 miles, the speed limit shall be 40 miles per hour.

(3) Along LOOP 197 from the 3437 feet south of FM 519 to the 2312 feet north of Galveston, Houston, and Henderson Railroad, a distance of approximately 0.952 miles, the speed limit shall be 55 miles per hour.

(4) Along LOOP 197 from the 2312 feet north of Galveston, Houston, and Henderson (GHH) Railroad to the GHH Railroad, a distance of approximately 0.428 miles, the speed limit shall be 50 miles per hour.

SECTION 2: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in a sum not more than Two Hundred Dollars (\$200.00).

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. In the event any section, clause, sentence, paragraph, or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

SECTION 4: That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

SECTION 5: That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City.

PASSED ON FIRST READING this 18th day of September 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

PASSED ON SECOND READING this 2nd day of October 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

PASSED AND FINALLY ADOPTED this 16th day of October 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 10/16/2024

Third Reading - Consider and take action on Ordinance No. 2024-24 for recommended speed zones for FM 3436 as recommended by TxDOT on the basis of an engineering and traffic investigation.

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on Ordinance No. 2024-24 for recommended speed zones for FM 3436 as recommended by TxDOT on the basis of an engineering and traffic investigation.

BACKGROUND (Brief Summary)

On the basis of an engineering and traffic investigation, TxDOT recommends the following speed limits be fixed by ordinance for vehicles traveling on the named streets and highways, to wit:

- (1) Along FM 3436 from the North City Limit of the City of Texas City to the Centerline of FM 517, a distance of approximately 1.597 miles, the speed limit shall be 55 miles per hour.
- (2) Along FM 3436 a school zone, from a point 3775 feet north of Morelock Lane to the point 2085 feet north of Morelock Lane, a distance of approximately 0.320 miles, the speed limit shall be 35 miles per hour when flashing.

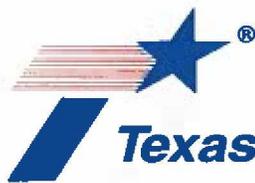
RECOMMENDATION

Upon review of the engineering and traffic investigation by an independent professional traffic operations engineer (P.T.O.E) the City Engineer recommends approval of the TxDOT recommended speed limits indicated for vehicles traveling upon the named streets and highways.

Fiscal Impact

Attachments

Request for Speed Zone Ordinance - FM 3436



P.O. BOX 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

July 14, 2023

The Honorable Dedrick Johnson, Sr.
Mayor
City of Texas City
1801 9th Avenue North
Texas City, Texas 77590

RE: Request City Ordinance for School/Speed Zone – FM 3436– Galveston County

Dear Mayor Johnson:

Our office has completed a School/Speed Zone Study along FM 3436 within the city limits of the City of Texas City.

Attached you will find Speed Zone Strip Map numbered 5736 A and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along FM 3436. If you concur with the recommended school/speed zones, please furnish this office with a copy of your executed ordinance.

Should you have questions please contact Mr. Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856.

Sincerely,

Ugonna J. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: Rhomari Leigh – City Secretary – City of Texas City
David R. Lazaro, P.E.
Gaurang S. Pandit, P.E.



P.O. BOX 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

July 14, 2023

The Honorable Dedrick Johnson, Sr.
Mayor
City of Texas City
1801 9th Avenue North
Texas City, Texas 77590

RE: Request City Ordinance for School/Speed Zone – FM 3436– Galveston County

Dear Mayor Johnson:

Our office has completed a School/Speed Zone Study along FM 3436 within the city limits of the City of Texas City.

Attached you will find Speed Zone Strip Map numbered 5736 A and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along FM 3436. If you concur with the recommended school/speed zones, please furnish this office with a copy of your executed ordinance.

Should you have questions please contact Mr. Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856.

Sincerely,

Ugonna U. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: Rhomari Leigh – City Secretary – City of Texas City
David R. Lazaro, P.E.
Gaurang S. Pandit, P.E.
bc: Sylvester E. Onwas, P.E.
Roberto Lewis
Igor Ginzburg

SPEED ZONE ORDINANCE # _____

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF § 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF TEXAS, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, § 545.356, Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along FM 3436 from the North City limit of the City of Texas City to the centerline of FM 517, a distance of approximately 1.597 miles, the speed limit shall be 55 MPH.

Along FM 3436 a school zone, from a point 3775 feet north of MORELOCK LANE to the point 2085 feet north of MORELOCK LANE, a distance of approximately 0.320 mile, the speed limit shall be 35 MPH when flashing

Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

PASSED AND APPROVED THIS _____ day of _____, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

COPY

ORDINANCE NO. 01-52

FM 3436

AN ORDINANCE ALTERING VARIOUS PRIMA FACIE SPEED LIMITS ON FM 3436 FROM NORTH CITY LIMIT LINE TO FM 517; PROVIDING FOR A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE READING OF THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.

WHEREAS, section 545.356 of the Texas Transportation Code provides that the governing body of a municipality may alter, by ordinance, a prima facie speed limit on an officially designated or marked highway of the state highway system within the municipality, in accordance with the results of an engineering and traffic investigation; and

WHEREAS, the City of Texas City has determined, upon the basis of engineering and traffic investigations, that the prima facie speeds for the locations set forth in this ordinance are greater or less than is reasonable or safe under the conditions found to currently exist at these locations, taking into consideration the width and condition of the pavements and other circumstances on such portion of these streets or highways, as well as the usual traffic thereon;

WHEREAS, the City Commission of the City of Texas City agrees it is in the best interest of the citizens of Texas City to determine and declare that 55 MPH is the reasonable and safe prima facie speed limit for the location that is the subject of section 1(A) of this ordinance; and

WHEREAS, the City Commission of the City of Texas City agrees it is in the best interest of the citizens of Texas City to determine and declare that 50 MPH is the reasonable and safe prima facie speed limit for the location that is the subject of section 1(B) of this ordinance; and

WHEREAS, alteration of the speed limits at these locations shall be effective after the adoption of this ordinance and when appropriate signs giving notice of the new limits are placed on the affected portions of the streets or highways;

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

SECTION 1: Upon the basis of an engineering and traffic investigation made as authorized by the provisions of section 545.356 of the Texas Transportation Code, the following prima facie speed limit hereafter indicated for vehicles is hereby determined and declared to be reasonable and safe; and such speed limit is hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

(A) Along FM 3436 from the Northern City limit of the City of Texas City to 2274 feet South of the Northern City limit of the City of Texas City, Texas, a distance of approximately 0.430 miles, the speed limit shall be "55 MPH".

(B) Along FM 3436 from 2274 feet South of the Northern City limit of the City of Texas City, Texas, to the centerline of FM 517, a distance of approximately 0.300 miles, the speed limit shall be "50 MPH".

SECTION 2: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. In the event any section, clause, sentence, paragraph, or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

SECTION 4: That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

SECTION 5: That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City.

PASSED ON FIRST READING this 7th day of November, 2001


Carlos Garza, Mayor
City of Texas City, Texas

ATTEST:


Pamela A. Lawrence
City Secretary

PASSED ON SECOND READING this 14th day of November, 2001.



Carlos Garza, Mayor
City of Texas City, Texas

ATTEST:



Pamela A. Lawrence
City Secretary

PASSED AND FINALLY ADOPTED this 5th day of December, 2001.



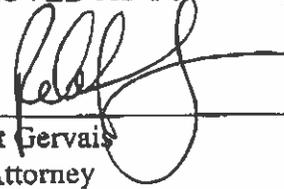
Carlos Garza, Mayor
City of Texas City, Texas

ATTEST:

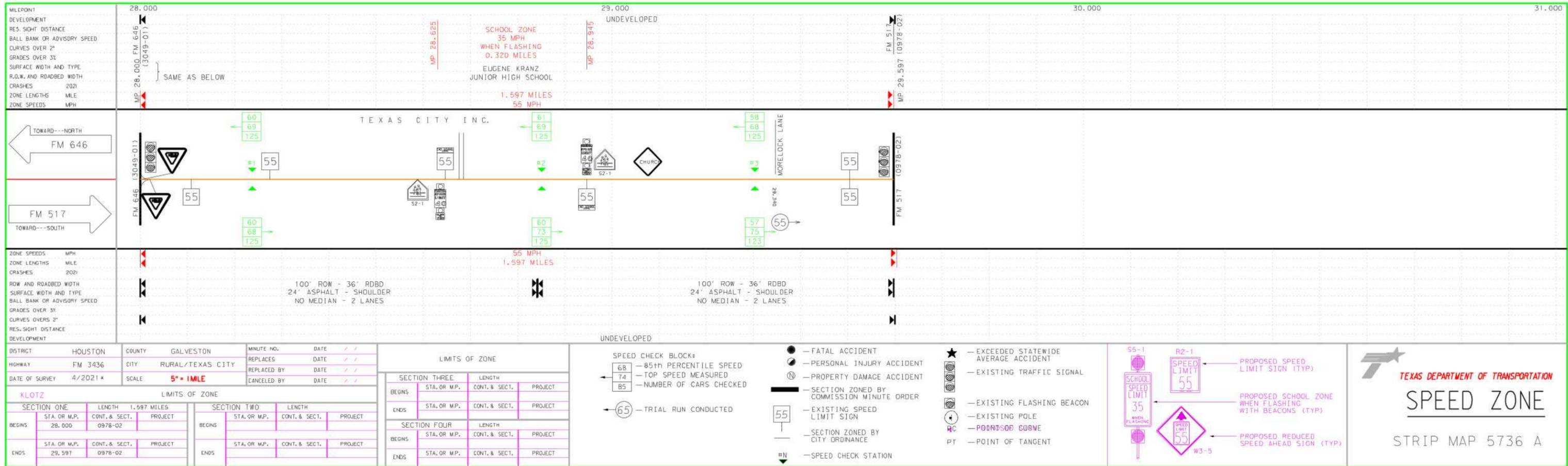


Pamela A. Lawrence
City Secretary

APPROVED AS TO FORM:



Robert Gervais
City Attorney



TEXAS DEPARTMENT OF TRANSPORTATION

SPEED ZONE

STRIP MAP 5736 A

LEGEND

- - FATAL ACCIDENT
- - PERSONAL INJURY ACCIDENT
- - PROPERTY DAMAGE ACCIDENT
- ★ - EXCEEDED STATEWIDE AVERAGE ACCIDENT
- ⊙ - EXISTING TRAFFIC SIGNAL
- ⊙ - EXISTING FLASHING BEACON
- ⊙ - EXISTING POLE
- ⊙ - POINT OF CURVE
- PT - POINT OF TANGENT

SPEED CHECK BLOCK:

- 68 - 85th PERCENTILE SPEED
- 74 - TOP SPEED MEASURED
- 85 - NUMBER OF CARS CHECKED
- 65 - TRIAL RUN CONDUCTED

LIMITS OF ZONE

- 55 - EXISTING SPEED LIMIT SIGN
- 55 - SECTION ZONED BY COMMISSION MINUTE ORDER
- 55 - SECTION ZONED BY CITY ORDINANCE
- #N - SPEED CHECK STATION

PROPOSED SIGNAGE:

- S5-1 - PROPOSED SPEED LIMIT SIGN (TYP)
- R2-1 - PROPOSED SCHOOL ZONE WHEN FLASHING WITH BEACONS (TYP)
- W3-5 - PROPOSED REDUCED SPEED AHEAD SIGN (TYP)

DEVELOPMENT

RES. SIGHT DISTANCE

BALL BANK OR ADVISORY SPEED

CURVES OVER 2'

GRADES OVER 3%

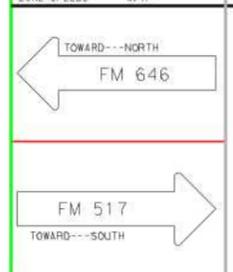
SURFACE WIDTH AND TYPE

R.O.W. AND ROADBED WIDTH

CRASHES 2021

ZONE LENGTHS MILE

ZONE SPEEDS MPH



ZONE SPEEDS MPH

ZONE LENGTHS MILE

CRASHES 2021

ROW AND ROADBED WIDTH

SURFACE WIDTH AND TYPE

BALL BANK OR ADVISORY SPEED

GRADES OVER 3%

CURVES OVER 2'

RES. SIGHT DISTANCE

DEVELOPMENT

DISTRICT HOUSTON

COUNTY GALVESTON

CITY RURAL/TEXAS CITY

SCALE 5" = 1 MILE

DATE OF SURVEY 4/2021

MINUTE NO.

DATE

REPLACES

DATE

REPLACED BY

DATE

CANCELED BY

DATE

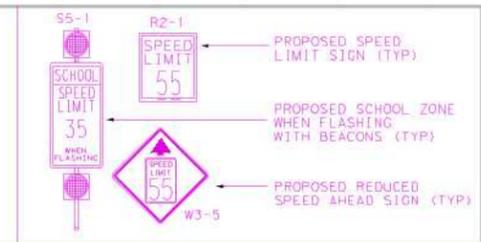
LIMITS OF ZONE

SECTION	LENGTH	STA. OR M.P.	CONT. & SECT.	PROJECT
SECTION ONE	1.597 MILES	28.000	0978-02	
SECTION TWO				
SECTION THREE				
SECTION FOUR				

SPEED CHECK BLOCK:

- 68 - 85th PERCENTILE SPEED
- 74 - TOP SPEED MEASURED
- 85 - NUMBER OF CARS CHECKED
- 65 - TRIAL RUN CONDUCTED

- - FATAL ACCIDENT
- - PERSONAL INJURY ACCIDENT
- - PROPERTY DAMAGE ACCIDENT
- ★ - EXCEEDED STATEWIDE AVERAGE ACCIDENT
- ⊙ - EXISTING TRAFFIC SIGNAL
- ⊙ - EXISTING FLASHING BEACON
- ⊙ - EXISTING POLE
- ⊙ - POINT OF CURVE
- PT - POINT OF TANGENT



TEXAS DEPARTMENT OF TRANSPORTATION

SPEED ZONE

STRIP MAP 5736 A

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 10/16/2024

Consider and take action on the first reading of Ordinance No. 2024-XX for recommended speed zones for FM 646 as recommended by TxDOT on the basis of an engineering and traffic investigation.

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 the first reading of Ordinance No. 2024-26 for recommended speed zones for FM 646 as recommended by TxDOT on the basis of an engineering and traffic investigation. (City Engineer)

BACKGROUND (Brief Summary)

On the basis of an engineering and traffic investigation, TxDOT recommends the following speed limits be fixed by ordinance for vehicles traveling on the named streets and highways, to wit:

Along FM 646 from the west City limit of the City of Texas City to the east City limit of the City of Texas City, a distance of approximately 1.294 miles, the speed limit shall be 50 mph.

RECOMMENDATION

Upon review of the engineering and traffic investigation by an independent professional traffic operations engineer (P.T.O.E.) the City Engineer recommends approval of the TxDOT recommended speed limits indicated for vehicles traveling upon the named streets and highways.

Fiscal Impact

Attachments

FM 646 Speed Concurrence Letter
Ordinance

TDAI *Traff Data & Associates. Inc.*

a
Traffic Engineering Advocacy Group

(713) 446-8167

October 7, 2024

Kim Golden, P.E.
City Engineer
City of Texas City, Texas
7800 Emmett F Lowry Expy.
Texas City, Texas 77591

Re: Speed Zone Study along FM 646 within the City of Texas.

Dear Ms Golden,

Traff Data and Associates, Inc have completed a review and investigation of the speed zone study as presented by the Texas Department of Transportation (TXDOT) along FM 646 within the City of Texas City. This review and investigation indicates that we are in concurrence with the Zone Strip Maps number 5430 A and 5433 A as presented by TxDOT.

Respectfully submitted,



I. Samson Ukaegbu, P.E
Principal
Traff Data & Associate, Inc.
9894 Bissonnet, Suite 640
Houston, Texas 77036

9894 Bissonnet, Suite 640, Houston, Texas 77036
P.O.BOX 963 . Sugar Land, Texas 77487



P.O. Box 1386 | Houston, Texas 77251-1386
713.802.5000
txdot.gov

September 13, 2024

The Honorable Dedrick Johnson, Sr.
Mayor
City of Texas City
1801 9th Avenue North
Texas City, Texas 77590

9489 0090 0027 6427 0528 26

**RE: Second Request for City Speed Zone Ordinance
City of Texas City
Galveston County
FM 646**

Dear Mayor Johnson:

In reviewing our records, we noticed that we have not received response from your office concerning the above-mentioned subject. I am wondering if our correspondence failed to reach you, so I am enclosing copies of the original correspondence.

TxDOT is required to make every effort to secure the cooperation of the city so that the zones will be set by city ordinance. If you concur with the recommended speed zone, please furnish this office with a copy of your executed ordinance in a timely manner.

Should you have questions, you may contact Mr. Roberto Lewis at (713) 802-5046.

Sincerely,

Sylvester E. Onwas, P.E.
District Traffic Engineer
Houston District

Attachments

CC: Roberto V. Lewis, MBA – Transportation Specialist IV, Houston District, TxDOT





Texas Department of Transportation

P.O. BOX 1386, HOUSTON, TEXAS 77007-1386 | 713-802-5000 | WWW.TXDOT.GOV

August 1, 2023

The Honorable Dedrick Johnson, Sr.
Mayor
City of Texas City
1801 9th Avenue North
Texas City, Texas 77590

RE: Request City Ordinance: Speed Zone – FM 646– Galveston County

Dear Mayor Johnson:

Our office has completed a Speed Zone Study along FM 646 within the city limits of Texas City.

Attached you will find Speed Zone Strip Maps numbered 5430 A , 5433 A, and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along FM 646.

If you concur with the recommended zone please furnish this office with a copy of your executed ordinance.

Should you have questions please contact Mr. Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856.

Sincerely,

Ugonna U. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: Rhomari Leigh – City Secretary
Gaurang S. Pandit, P.E.

SPEED ZONE ORDINANCE # _____

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF § 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF TEXAS, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, § 545.356, Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along **FM 646** from the West City limit of City of Texas to East City limit of City of Texas, a distance of approximately 1.294 miles, the speed limit shall be 50 MPH.

Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

PASSED AND APPROVED THIS _____ day of _____, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

ORDINANCE NO. 2024-26

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTIONS 545.356 AND 545.353 OF THE TEXAS TRANSPORTATION CODE, ON CERTAIN STREETS AND HIGHWAYS OR PARTS THEREOF WITHIN THE CORPORATE LIMITS OF THE CITY OF TEXAS CITY, AS SET OUT IN THIS ORDINANCE, TO WIT: SPEED ZONES FOR FM 646 AS RECOMMENDED BY TXDOT ON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION; PROVIDING A PENALTY NOT TO EXCEED \$1000.00 FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, Section 545.356, Texas Transportation Code, provides that whenever the governing body of the City shall determine, upon the basis of an engineering and traffic investigation, that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

WHEREAS, the Texas Department of Transportation conducted a speed zone study and recommends speed limits to be altered along FM 646 from the west City limit of the City of Texas City to the east City limit of the City of Texas City, a distance of approximately 1.294 miles; and,

WHEREAS, the City Commission of the City of Texas City agrees it is in the best interest of the citizens of Texas City to determine and declare such designated areas as suggested by the Texas Department of Transportation as outlined in “**Exhibit A**”.

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

SECTION 1: Upon the basis of the Texas Department of Transportation speed zone study made as authorized by the provisions of section 545.356 of the Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

- (1) Along FM 646 from the west City limit of the City of Texas City to the east City limit of the City of Texas City, a distance of approximately 1.294 miles, the speed limit shall be 50 mph.

SECTION 2: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not more than One Thousands Dollars (\$1000.00).

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. In the event any section, clause, sentence, paragraph, or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

SECTION 4: That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

SECTION 5: That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City.

PASSED ON FIRST READING this 16th day of October 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

PASSED ON SECOND READING this 6th day of November 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

PASSED AND FINALLY ADOPTED this 20th day of November 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney