

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, NOVEMBER 20, 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

Carol Hill De Santos	Library	11/03/2024	10 years
Saungala Montgomery	Police	11/03/2024	10 years
Arthur Withers	Public Works	11/02/2009	15 years
Calvin Bremer	Waste Water Treatment Plant	11/29/2004	20 years

(b) Certificate of Recognition Presented to Hire Up Texas

(5) REPORTS

(a) Financial Quarterly Report (Finance)

(b) Emergency Management Report (Emergency Management)

(c) Utilities Department Letter to Residents and Customers Concerning Water Service Lines

(6) PUBLIC HEARING

- (a) Public Hearing on the adoption of an Ordinance amending Ordinance No. 13-13, which Amended Ordinance No. 04-42 to nominate Union Carbide Corporation to participate in the Texas Enterprise Zone Program.

(7) ADDRESS ITEMS FROM PUBLIC HEARING

- (a) Consider and take action on Ordinance No. 2024-28, amending the City's existing ordinances pertaining to Texas Enterprise Zones and nominating a specific Union Carbide Corporation project as an enterprise project. (Economic Development)

(8) PUBLIC COMMENTS

(9) CONSENT AGENDA

- (a) Approve City Commission Minutes for the November 6, 2024 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 2024-157, authorizing the purchase of 476 Visa gift cards in the amount of \$75.00 each to be given to the City employees (full-time and part-time) as an incentive for continued outstanding customer service and performance. (Human Resources)
- (c) Consider and take action on Resolution No. 2024-158, authorizing the renewal and payment of the semi-annual Service Agreement for the support and maintenance of the Public Safety Software package from CentralSquare. (Police)
- (d) Consider and take action on Resolution No. 2024-159, authorizing a purchase through Generosity Services Inc (Choice Partners Contract #23/016MR-17) for replacement of the Texas City Police Department's hallway tile, wall covering, and carpet throughout the building. (Police)
- (e) Consider and take action on Resolution No. 2024-160, authorizing the purchase of furniture for the Police Department from Office Furniture Connection through PCA Contract #OD-389-23. (Police)
- (f) Consider and take action on Resolution No. 2024-161, authorizing a purchase through Buy Board Contract No. 706-23 of one Toro Greenmaster 3250-D Tee Mower for the Bayou Golf Course to replace the 2013 model. (Rec & Tour)

(10) REGULAR ITEMS

- (a) Consider and take action on the third reading and final reading of Ordinance No. 2024-26, regarding recommended speed zones for FM 646, as recommended by TxDOT based on an engineering and traffic investigation. (City Engineer)

- (b) Consider and take action on the second reading of Ordinance No. 2024-27, amending the Texas City Code of Ordinance Title III entitled "Administration," Chapter 37, adding Section 16 - Signatures and seals: electronic, digital, and facsimile. (City Secretary)
- (c) Consider and take action on Resolution No. 2024-162, authorizing the removal and replacement of three existing roof-top A/C units at both the Sanders-Vincent and Carver Centers by Gowan Mechanical Inc. through Choice Partners Contract 22/049MF-10. (Rec & Tour/ Public Works)
- (d) Consider and take action on Resolution No. 2024-163, authorizing the execution of an Engineering Agreement with ARKK Engineer, LLC. for the Water Line Replacement Project - Phase 22. (Public Works)
- (e) Consider and take action on Resolution No. 2024-164, authorizing the execution of an Engineering Service Agreement with ARKK Engineers, LLC. for the Sanitary Sewer Rehabilitation Project - Phase 24. (Public Works)
- (f) Consider and take action on Resolution No. 2024-165, authorizing the Mayor, or his designee, to enter into a contract with Blaze Construction Services, LLC for the Lago Mar 24" Force Main Phase2 and Lago Mar East 16" Force Main Phase 2B project. (Public Works)
- (g) Consider and take action on Resolution No. 2024-166, to award Bid No. 2025-466 Sheet Pile Replacement Project at Pump Stations A & B. (Public Works)

(11) 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:
 - §551.071 Consultation with City Attorney
 - §551.072 Deliberation Regarding Real Property
 - §551.074 Personnel Matters

(12) RECONVENE FROM EXECUTIVE (CLOSED) SESSION

- (a) Consideration and possible action deriving from the Executive (Closed) Session.

(13) COMMISSIONERS' COMMENTS

(14) MAYOR'S COMMENTS

(15) ADJOURNMENT

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

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

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON NOVEMBER 15, 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: 11/20/2024

November 2024 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST

Service Awards

Carol Hill De Santos	Library	11/03/2024	10 years
Saungala Montgomery	Police	11/03/2024	10 years
Arthur Withers	Public Works	11/02/2009	15 years
Calvin Bremer	Waste Water Treatment Plant	11/29/2004	20 years

BACKGROUND (Brief Summary)

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

RECOMMENDATION

Human Resources recommend approval of the November service awards.

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 11/20/2024

Submitted By: Renee Edgar, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Financial Quarterly Report (Finance)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report

TEXAS CITY INVESTMENT POLICY

- ❑ MUNICIPAL INVESTMENTS ARE REGULATED BY GOVERNMENT CODE:
CHAPTER 2256 – PUBLIC FUNDS INVESTMENT
 - ❑ TYPES OF INVESTMENTS – FIXED INCOME
 - ❑ INVESTMENT OBJECTIVES
 - ✓ PRESERVATION AND SAFETY OF PRINCIPAL
 - ✓ LIQUIDITY
 - ✓ YIELD
 - ❑ INVESTMENT POLICY
 - ❑ QUARTERLY REPORTING



INVESTMENT PORTFOLIO REPORT

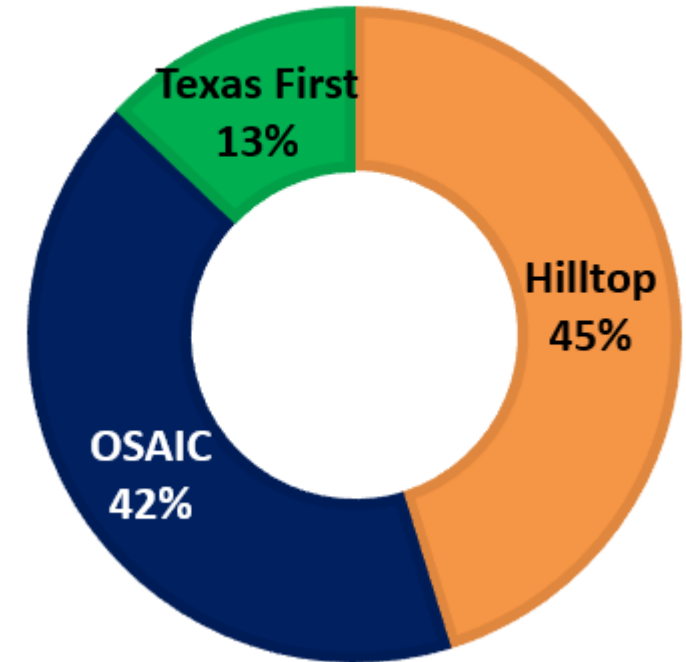
	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>
INVESTMENTS-BEG. OF PERIOD	\$ 112,621,316	\$ 112,074,589
INVESTMENT PURCHASES/ADDITIONS/TRANSFERS IN	28,913,000	28,913,000
INVESTMENT MATURITIES/DELETIONS/TRANSFERS OUT	(28,811,147)	(28,811,147)
AMORTIZATION(PREMIUM/DISCOUNT)	-	-
CHANGE IN FAIR MARKET VALUE	-	465,643
INVESTMENTS-END OF PERIOD	<u>\$ 112,723,168</u>	<u>\$ 112,642,085</u>
Interest received quarter ending 09-30-24	\$ 175,013	\$ 175,013
INVESTMENTS-END OF PERIOD PLUS INTEREST	<u>\$ 112,898,182</u>	<u>\$ 112,817,098</u>



INVESTMENT PORTFOLIO BY INSTITUTIONS

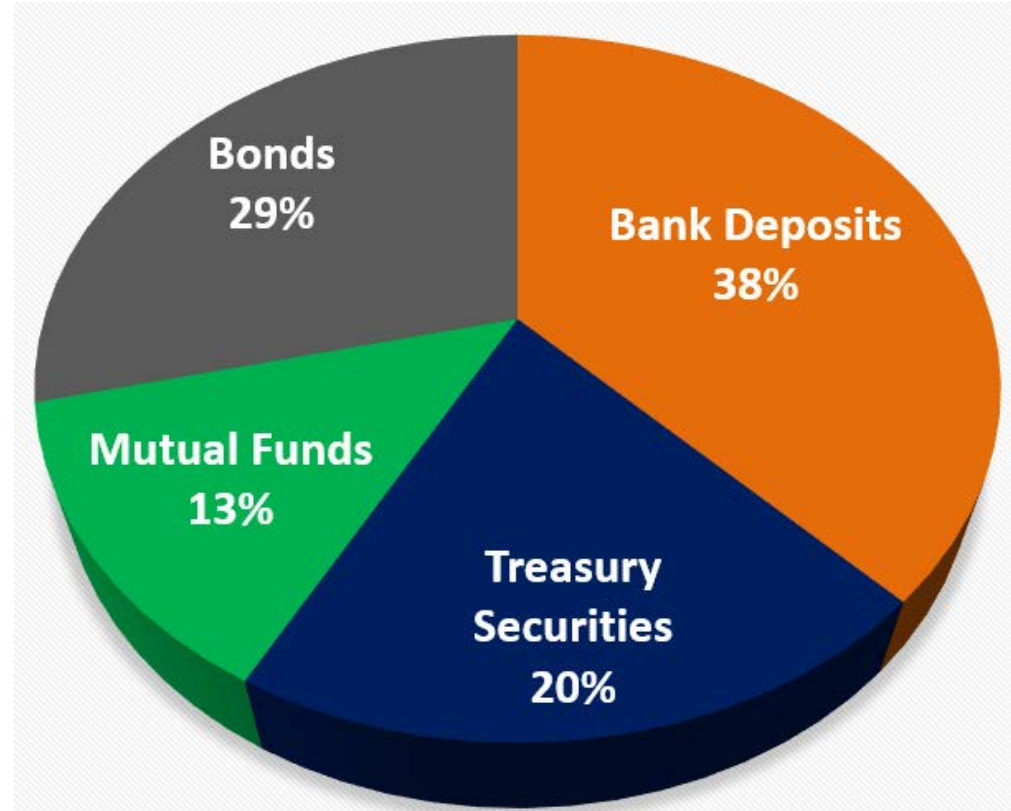
	<u>AMOUNT</u>
❑ HILLTOP SECURITIES (STUART FORD)	
○ FIXED INCOME SECURITIES	\$ 17,501,483
○ CASH/MONEY MARKET FUNDS	20,082,418
❑ OSAIC INSTITUTIONS (PAUL GROVER)	
○ FIXED INCOME SECURITIES	37,756,609
○ CASH/MONEY MARKET FUNDS	34,494,090
❑ TEXAS FIRST BANK (DEPOSITORY)	
○ CASH/MONEY MARKET FUNDS	2,982,498
❑ TOTAL PORTFOLIO AS OF SEP 30, 2024	\$112,817,098

PORTFOLIO BY INSTITUTIONS



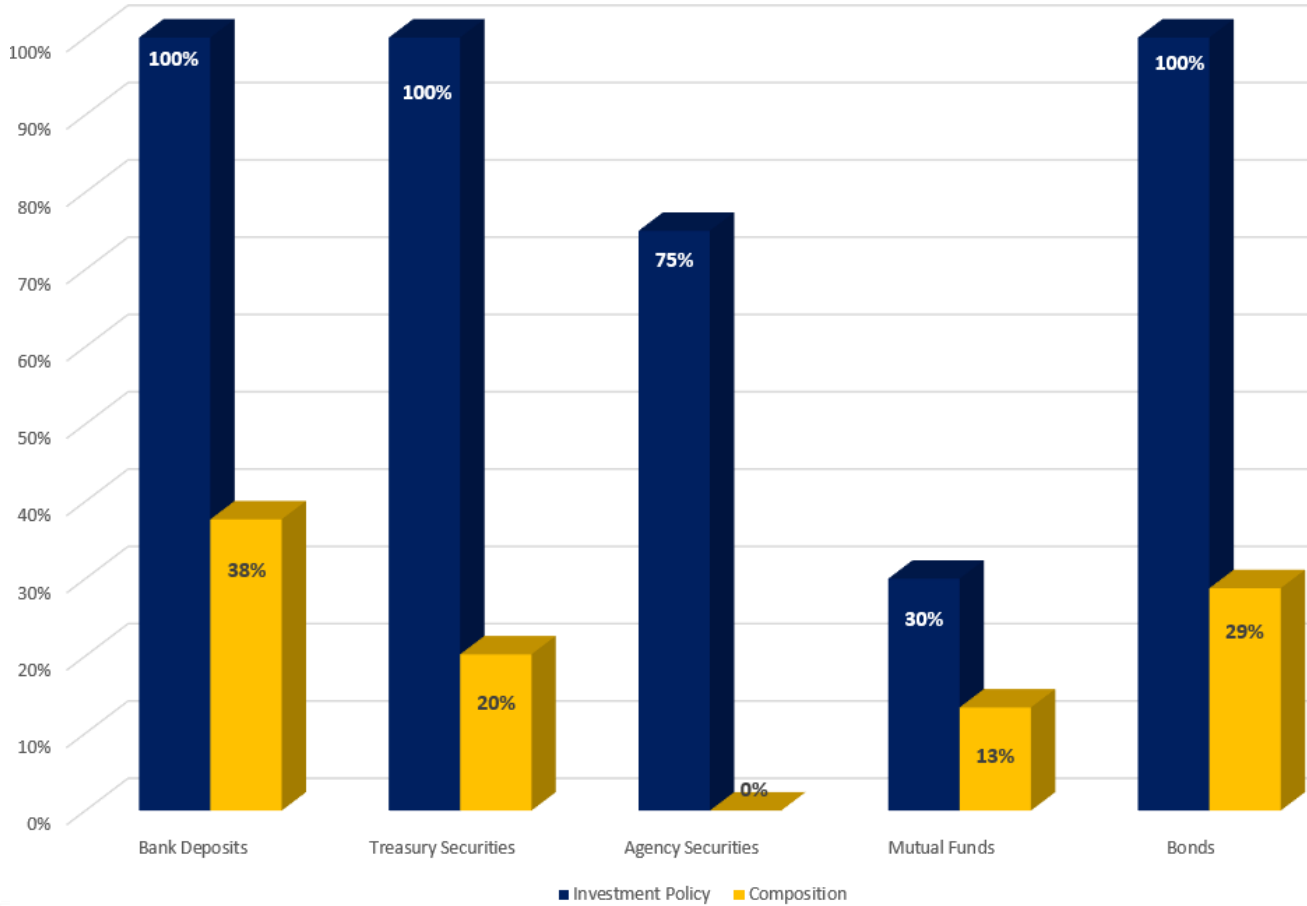
INVESTMENT COMPOSITION @ SEPTEMBER 30, 2024

Investment Type	Amount
Bank Deposits	\$ 42,505,451
Treasury Securities	\$ 22,804,069
Agency Securities	\$ -
Mutual Funds	\$ 15,053,555
Bonds	\$ 32,454,023
Total Investments	\$ 112,817,098



PORTFOLIO COMPOSITION COMPARED TO POLICY

Portfolio Composition
As of September 30, 2024



Portfolio Composition complies to the Investment Policy



THANK YOU



CITY COMMISSION REGULAR MTG

(5) (b)

Meeting Date: 11/20/2024

Submitted By: Renee Edgar, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Emergency Management Report (Emergency Management)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Emergency Management Presentation

Texas City Emergency Management and Homeland Security

Joe Tumbleson

2024



Primary Responsibility of Emergency Management

- **To ensure the safety and security of the public**
 - Industrial/hazmat incidents
 - Weather-related incidents
 - Homeland Security
 - Any threat to the public
- Organize multi-agency response
 - ICS

Stakeholders

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

Stakeholders

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

Stakeholders

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



Some Significant Events

Marathon SO₂ Emissions Event
December 17th, 2023

Sawtooth Oil Spill

December 26th, 2023





Sawtooth Oil Spill



Sawtooth Oil Spill





Agencies involved

<u>Agencies involved:</u>	Texas City Office of Emergency Management	Texas City Fire Department	Texas City Police Department	Texas City Information Technology	Texas City Communications
Texas Department of Emergency Management	Texas General Land Office	Texas Commission on Environmental Quality	Environmental Protection Agency	Texas Railroad Commission	E3 – Oil Spill Response Contractor
Galveston County Emergency Management	Water Drainage District # 2	National Weather Service	United States Coast Guard	EPA contractors	Texas Parks and Wildlife Department
	Wildlife Response Services	National Response Group	CTEH	Sawtooth	

Other Significant Events

- Freeze – January 15th, 2024
- Valero Fire – January 25th, 2024
- Valero H2S Overpressured Tank – February 19th, 2024
- Del Sol Apartment Fire – February 21st, 2024
- Oil Spill Pelican Island Bridge – May 15th, 2024
- Flash Flooding – July 26th, 2024
- Hurricane Beryl – July 7th, 2024

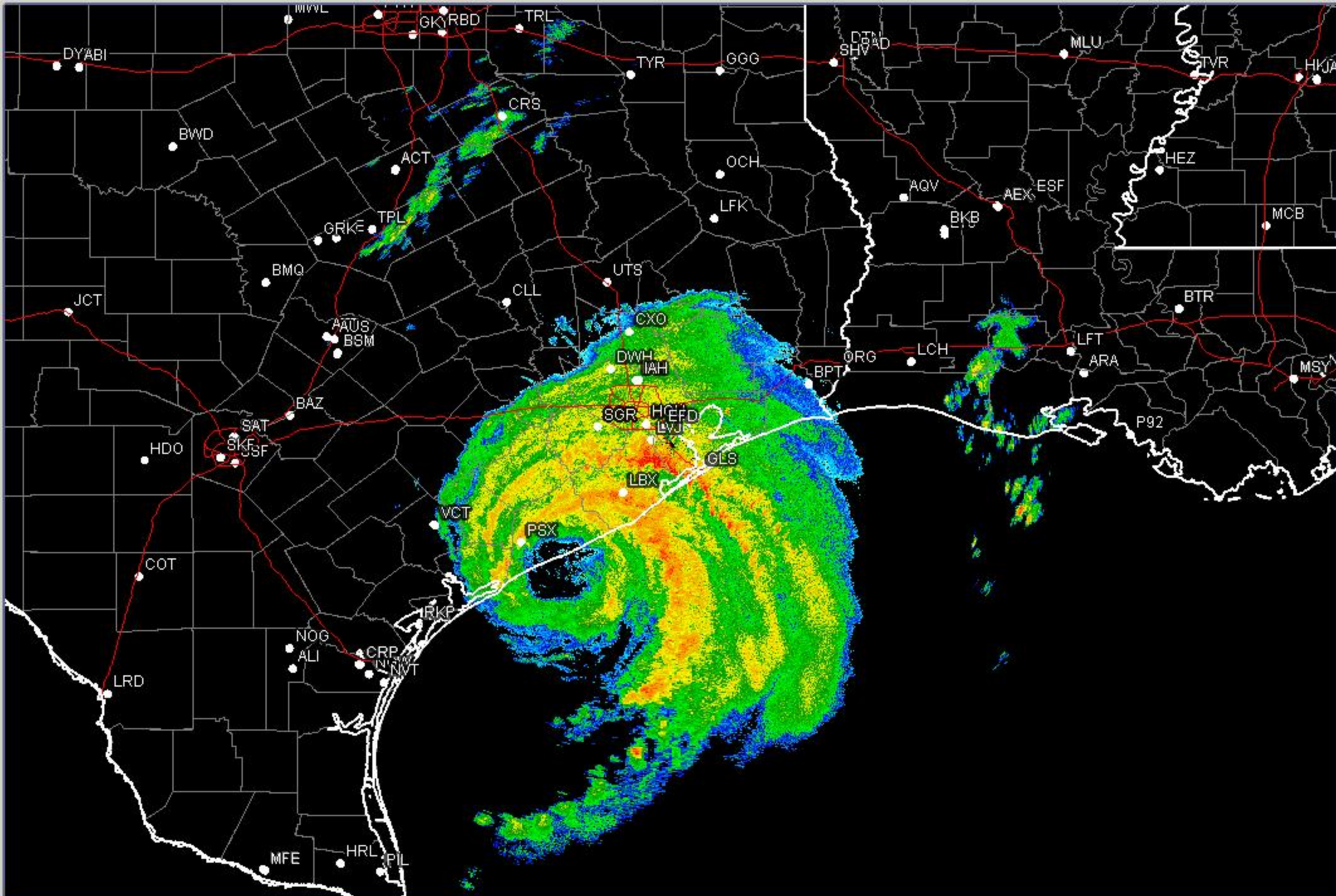


Beryl's History

June 28 - July 10, 2024

- TROPICAL DEPRESSION
- TROPICAL STORM
- CAT 1 -2 HURRICANE
- CAT 3+ HURRICANE

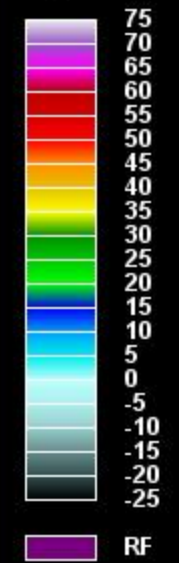




NEXRAD LEVEL-II
KHGX - HOUSTON, TX
07/08/2024 08:14:11 Z
LAT: 29/28/18 N
LON: 95/04/44 W
ELEV: 18 FT
VCP: 112

REFLECTIVITY
ELEV ANGLE: 0.44
SWEEP TIME: 08:14:20 Z

Legend: dBZ





Hurricane Beryl

- Hurricane Beryl made landfall near Matagorda, Texas, around 4 AM CDT on July 8th with maximum sustained winds of 80 mph
- Here in Texas City, we recorded 64 mph sustained winds (radar indicated).
- Beryl created major issues due to damage to our electrical infrastructure.

DR-4798 Hurricane Beryl	Total Amount	Damage Inventory	Status
Category A	\$606,779.00	\$606,779.00	Debris Removal
Category B	\$7,686.00	\$7,686.00	Emergency Protective Measures
Category C	\$3,687.00	\$3,687.00	Roads and Bridges
Category D	\$1,038,000.00	\$1,038,000.00	Water Control Facilities
Category E	\$144,866.00	\$144,866.00	Buildings & Equipment
Category F	\$263,430.00	\$263,430.00	Utilities
Category G	\$91,704.00	\$91,704.00	Parks, Recreational, Other
DR-4798 Total:	\$2,156,152.00	\$2,156,152.00	

When we are
not
responding to
emergencies





Hurricane Town Hall



Hurricane Town Hall



Hurricane Town Hall







Hurricane Town Hall




Thank You

 Joe Tumbleson

 409.739.4799

 jtumbleson@texascitytx.gov

 www.texascitytx.gov



CITY COMMISSION REGULAR MTG

(5) (c)

Meeting Date: 11/20/2024

Utilities Department Letter to Residents and Customers Concerning Water Service Lines

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

Department: Public Works

Information

ACTION REQUEST

The purpose of this Agenda Item is to notify and explain to the Mayor and City Commission about the 12,434 **Lead Service Line Inventory** letters that were mailed to all commercial and residential City water account holders, beginning last week on November 13th.

BACKGROUND (Brief Summary)

In 2021, the EPA began a federally mandated program to identify and inventory service lines that are made of lead or galvanized pipe in an effort to make America's drinking water safer and reduce the risk of possible lead-ingested illness(s). These requirements include an initial service line inventory and notification to persons served by known or potential lead service lines. For more detailed information on the City's plan for identifying and notifying customers that may have affected services. Please see Exhibit A

RECOMMENDATION

Informative Only.

Fiscal Impact

Attachments

EXHIBIT A
Staff Report



Texas City

EST. 1911

PWS ID: TX0840008

October 30, 2024

IMPORTANT INFORMATION ABOUT YOUR WATER SERVICE LINE

Dear Resident:

As a part of City of Texas City's water service line material inventory, our records indicate that the City has been unable to determine the material of your water service line. There is the potential your water service line is made of lead or galvanized requiring replacement, as described below:

Lead Water Service Line – a portion of or the entire service line is made from lead. People living in homes with a lead service line may have an increased risk of exposure to lead from their drinking water.

Galvanized Requiring Replacement Water Service Line - a portion of or the entire service line is made from galvanized material and may have absorbed lead from upstream lead lines. People living in homes with a galvanized service line that has absorbed lead may have an increased risk of exposure to lead from their drinking water.

Health effects of Lead

Exposure to lead can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or exacerbate existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these adverse health effects. Adults can have increased risks of heart disease, high blood pressure, kidney, or nervous system problems.

Steps You Can Take to Reduce Your Exposure to Lead in Your Water

Below are recommended actions that you may take, separately or in combination, if you are concerned about lead in your drinking water. The list also includes where you may find more information and is not intended to be a complete list or to imply that all actions equally reduce lead from drinking water.



Use your filter properly. Using a filter can reduce lead in drinking water. If you use a filter, it should be certified to remove lead. Read any directions provided with the filter to learn how to properly install, maintain, and use your cartridge and when to replace it. Using the cartridge after it has expired can make it less effective at removing lead. Do not run hot water through the filter. For more information, use the QR codes for EPA's (QR-1) tool to identify certified filters, and (QR-2) fact sheet on home filtration.

QR-2



QR-2



Clean your aerator. Regularly remove and clean your faucet's screen (also known as an aerator). Sediment, debris, and lead particles can collect in your aerator. If lead particles are caught in the aerator, lead can get into your water.



Use cold water. Do not use hot water from the tap for drinking, cooking, or making baby formula as lead dissolves more easily into hot water. Boiling water does not remove lead from water.



Run your water. The more time water has been sitting in your home's pipes, the more lead it may contain. Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes. The amount of time to run the water will depend on whether your home has a lead service line, the length and diameter of the service line and the amount of plumbing in your home.

Identifying Service Line Materials

City Identification Program

City staff will be inspecting the material of water service lines throughout the City in the coming months. Staff will verify the material of a water service line by visually inspecting the material of the pipe as it enters and exits the meter pit, which typically is located near the property line, as shown in the image to the right. City staff will need to gain access to the water service line by removing the lid to the meter pit. Upon completion of the inspection, the lid will be placed back onto the meter pit.



How can you help?

If you know your water service line has been replaced or when it was installed, we invite you to participate in the Water Service Line Material Inventory Survey. This survey is designed to gather information about your property's water service line and help us determine its material type.

- **Complete the survey online**
 1. Access the survey by scanning the QR Code to the right with your smart phone or online by visiting arcg.is/1biiri.
 2. Follow the prompts to confirm your residence and verify your water service material.



If you are unaware of when your service line was installed or if it has ever been replaced, no additional action is needed at this time. The City will determine the material of your water service line through their identification program.

Lead Service Line Replacement

If you have replaced, or plan to replace, a section of a lead service line from the meter to your property, we ask you to let us know as soon as you can using the contact information provided below. We are required to replace our section of the service line from the meter to the water main.

For information about potential financing solutions to assist property owners with replacement of lead service lines, please contact us.

Contact Information

Public Water System (PWS) Contact: Jason Baecker, Utilities Water Superintendent

Phone Number: 409-359-5505

Website: texascitytx.gov/353/Public-Works

Sincerely,

City of Texas City



PWS ID: TX0840008

October 30, 2024

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QR-2



QR-2



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Contact Information

Public Water System (PWS) Contact: Jason Baecker, Utilities Water Superintendent

Phone Number: 409-359-5505

Website: texascitytx.gov/353/Public-Works

Sincerely,

City of Texas City

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 11/20/2024

Approve Ordinance 2024-28, amending the City's existing ordinances pertaining to Texas Enterprise Zones and nominating a specific Union Carbide Corporation project as an enterprise project.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

Information

ACTION REQUEST

Approve Ordinance 2024-28, amending the City's existing ordinances pertaining to Texas Enterprise Zones and nominating a specific Union Carbide Corporation project as an enterprise project.

BACKGROUND (Brief Summary)

The City of Texas City was approached by a third-party consultant hired by Union Carbide Corporation, i.e., Dow Chemical, to pursue a Texas Enterprise Zone designation for a \$37 million project.

A Texas Enterprise Zone is a State sales and use tax refund program designed to encourage private investment and job creation in economically distressed areas of the state.

The City's role is to provide an updated list of available incentives in the community, which Dow can reflect in their state-level application, and to nominate the project for enterprise project status. The City has not committed to, nor is expected to, provide any of the incentives listed in the attachment to Dow Chemical. What we will be asking tonight is for the City Commission's approval of Ordinance 2024-28, which updates our original ordinance allowing for Texas Enterprise Zones (2004-42), as well as Ordinance 2013-13 that amended the initial ordinance.

The changes outlined in Ordinance 2024-28 expand the list of available incentives in Texas City and recognize that Union Carbide "meets the criteria for tax relief and other incentives ... on the grounds that it will be located at the qualified business site, [and] will create a higher level of employment, economic activity and stability."

With the City Commission's approval, Union Carbide Corporation will move forward with their application to the State of Texas for an enterprise zone designation.

RECOMMENDATION

Approve Ordinance 2024-28, amending the City's existing ordinances pertaining to Texas Enterprise Zones and nominating a specific Union Carbide Corporation project as an enterprise project.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: \$0

Source of Funds: Economic Development Corporation

Account #: 801-050-53111

Fiscal Impact:

There is no fiscal impact associated with the approval of this Ordinance.

Attachments

Ordinance - Texas Enterprise Zone

Union Carbide - Written request

Ordinance

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING ORDINANCE NO. 13-13, WHICH AMENDED ORDINANCE NO. 04-42 RELATING TO THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM IN ACCORDANCE WITH THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; EXPANDING THE LIST OF LOCAL INCENTIVES OFFERED WITHIN THE CITY'S JURISDICTION AND NOMINATING UNION CARBIDE CORPORATION TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM (EDT) THROUGH THE ECONOMIC DEVELOPMENT BANK (BANK) AS AN ENTERPRISE PROJECT (PROJECT) PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City Commission of the City of Texas City, Texas (City) has previously passed Ordinance No. 04-42 and Ordinance No. 13-13, electing to participate in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act (the "Act") and offering a specific listing of local incentives to qualified applicants; and

WHEREAS, the City desires to amend Ordinance No. 13-13 to expand the list of local incentives the City offers to the more comprehensive list of local incentives as summarized on attached Exhibit A; and

WHEREAS, the City finds that it is in full compliance with Chapter 2303, Texas Government Code prior to nomination of an eligible business; and

WHEREAS, with proper notice to the public, a public hearing to consider this ordinance was held on Wednesday, November 20th 2024 during a meeting of the City Commission, in the Commission Chambers at City Hall, in the City of Texas City during which all interested persons were allowed to appear and be heard; and

WHEREAS, the City finds that Union Carbide Corporation meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Act, Union Carbide Corporation has applied to the City for designation as an enterprise project; and

WHEREAS the project or activity is not located in an area designated as an enterprise zone;

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

Section 1. The City finds that Union Carbide Corporation meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- A. Union Carbide Corporation is a “qualified business” under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body’s jurisdiction, located outside of an enterprise zone and at least thirty-five percent (35%) of the business’ new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
- B. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
- C. The designation of Union Carbide Corporation as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

Section 2. The City nominates Union Carbide Corporation for enterprise project status.

Section 3. The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

Section 4. That all other provisions of Ordinance No. 04-42 and Ordinance No. 13-13 shall continue in full force and effect.

Section 5. The enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate five (5) years after the date of designation.

Section 6. This ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage as the law and charter in such case provides.

PASSED AND ADOPTED this 20th the day of November 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

EXHIBIT A

	Name of Incentive	Description of Incentive	Availability
1	Local Sales Tax Refunds	The City may refund local sales/use taxes through Chapter 380 local incentive agreements	Citywide – case by Case Basis
2	Tax Abatement	The City may abate property taxes for certain projects located in the city.	Citywide – case by Case Basis
3	Tax Increment Financing	The City may create Tax Increment Finance zones to fund infrastructure improvement projects.	Citywide – case by Case Basis
4	Economic Development Sales Tax (4A) Contribution	Administered through 4A Economic Development Corporation	Citywide
5	Chapter 380	The City may provide grants and loans to promote economic growth	Citywide – case by Case Basis
6	Foreign Trade Zone	The City operates a Foreign Trade Zone (#199) in accordance with the Foreign Trade Zone Act.	Within FTZ # 199
7	Zoning Changes/Variances	The City may permit zoning changes or variances to promote economic development.	Citywide – case by Case Basis
8	Impact/Inspection Fee Waivers	The City may waive impact/ inspection fees to promote economic development.	Citywide – case by Case Basis
9	Streamlined Permitting (Including One-Stop Permitting)	The City may accelerate zoning permit procedures to provide regulatory relief and/or promote economic development.	Citywide – case by Case Basis
10	Improved Police and/or Fire Protection	Protection and safety of City residents	Citywide
11	Community Crime Prevention Programs	Citizen’s Police Academy, Crime Stoppers, Explorer Program, etc.	Citywide
12	Special Public Transit Routes, Fares, Shuttles	Enhanced community services	Citywide
13	Capital Improvements Plan for Water and Sewer Facilities	Improvement in public facilities	Citywide

14	Road Repair	Improvement in public facilities	Citywide
15	Creation or Improvement of Parks	The City may create or improve public parks to promote the health and well being of City residents.	Citywide
16	Low-Interest Loans for Housing Rehabilitation or New Construction	The City administers a Housing Rehabilitation Program through its Community Development department.	Citywide – Case by Case Basis
17	Use of Underutilized Public Buildings (i.e. School Buildings) for Economic Development Purposes	The City may use underutilized public buildings as incubators or to promote economic development.	Citywide – Case by Case Basis
18	Promotion and Marketing Service	Business Services	Citywide
19	Job Training, Retraining Program and Employment Services	Offered in conjunction with the local community colleges, Texas City High School, and other training providers	Citywide
20	Literacy and Employment Skills Services	Offered in conjunction with the local community colleges, Texas City High School, and other training providers.	Citywide
21	Vocational Education and Customized Job Training	Offered in conjunction with the local community colleges, Texas City High School, and other training providers.	Citywide
22	Other Tax Deferrals, Tax Refunds or Tax Incentives	The City may provide grants, loans and exemptions to promote economic growth	Citywide – Case by Case Basis

Request for Nomination to the Texas Enterprise Zone Program

From Peck, Nathan (NM) <nmpeck@dow.com>

Date Wed 10/30/2024 3:01 PM

To Jon Branson <jbranson@texascitytx.gov>; Kristin Edwards <kedwards@texascitytx.gov>

Cc omar.khan@ryan.com <omar.khan@ryan.com>; Gammage, Sam (S) <SGammage@dow.com>

****EXTERNAL EMAIL****

Jon/Kristin,

I am writing to formally request nomination to the Texas Enterprise Zone Program Application for our proposed project in Texas City.

Union Carbide Corporation (“UCC”) is committed to enhancing our operations within Texas City and plan to invest approximately \$37 million to conduct various plant upgrades aimed at enhancing the sustainability initiatives of this facility. Improvements include the installation of a cooling tower designed to minimize heat emissions and a VAM thermal oxidizer that eliminates methane gas, reducing the plant’s greenhouse gas footprint. Additionally, the plant plans to upgrade safety measures by installing advanced tank overfill sensors, automated pump sensors, and gas detection systems, as well as with the installation of upgraded smoke and fire detectors.

To facilitate the application process, Sam and I have authorized Ryan, LLC to assist with the preparation and submission of all necessary documentation.

Thank you for considering our request and please let us know if there are questions. – Nathan and Sam

Nathan M. Peck
Tax Director

The Dow Chemical Company
Global Dow Center & US Virtual
office: +1 504 715 9982

email: nmpeck@dow.com

CONFIDENTIALITY STATEMENT: This electronic message contains information that may be confidential or privileged. The information is intended solely for the use of the individual(s) or entity(ies) named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this message is prohibited.

General Business

Disclaimer

ORDINANCE NO. 2024-28

AN ORDINANCE AMENDING ORDINANCE NO. 13-13, WHICH AMENDED ORDINANCE NO. 04-42 RELATING TO THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM IN ACCORDANCE WITH THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; EXPANDING THE LIST OF LOCAL INCENTIVES OFFERED WITHIN THE CITY'S JURISDICTION AND NOMINATING UNION CARBIDE CORPORATION TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM (EDT) THROUGH THE ECONOMIC DEVELOPMENT BANK (BANK) AS AN ENTERPRISE PROJECT (PROJECT) PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City Commission of the City of Texas City, Texas (City) has previously passed Ordinance No. 04-42 and Ordinance No. 13-13, electing to participate in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act (the "Act") and offering a specific listing of local incentives to qualified applicants; and

WHEREAS, the City desires to amend Ordinance No. 13-13 to expand the list of local incentives the City offers to the more comprehensive list of local incentives as summarized on attached Exhibit A; and

WHEREAS, the City finds that it is in full compliance with Chapter 2303, Texas Government Code prior to nomination of an eligible business; and

WHEREAS, with proper notice to the public, a public hearing to consider this ordinance was held on Wednesday, November 20th 2024 during a meeting of the City Commission, in the Commission Chambers at City Hall, in the City of Texas City during which all interested persons were allowed to appear and be heard; and

WHEREAS, the City finds that Union Carbide Corporation meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Act, Union Carbide Corporation has applied to the City for designation as an enterprise project; and

WHEREAS, the project or activity is not located in an area designated as an enterprise zone.

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

SECTION 1: The City finds that Union Carbide Corporation meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- A. Union Carbide Corporation is a “qualified business” under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body’s jurisdiction, located outside of an enterprise zone and at least thirty-five percent (35%) of the business’ new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
- B. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
- C. The designation of Union Carbide Corporation as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

SECTION 2. The City nominates Union Carbide Corporation for enterprise project status.

SECTION 3. The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

SECTION 4. That all other provisions of Ordinance No. 04-42 and Ordinance No. 13-13 shall continue in full force and effect.

SECTION 5. The enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate five (5) years after the date of designation.

SECTION 6. This ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage as the law and charter in such case provides.

PASSED AND ADOPTED this 20th day of November 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

EXHIBIT A

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CITY COMMISSION REGULAR MTG

(9) (a)

Meeting Date: 11/20/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for the November 6, 2024 meeting. (City Secretary)

BACKGROUND (Brief Summary)

Approve City Commission Minutes for the November 6, 2024 meeting. (City Secretary)

RECOMMENDATION

Fiscal Impact

Attachments

11/6/2024 Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, NOVEMBER 6, 2024 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, NOVEMBER 6, 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: Mayor Dedrick D. Johnson
Commissioner At-Large, Mayor Pro Tem Thelma Bowie
Commissioner At-Large Abel Garza, Jr.
Commissioner District 1 DeAndre' Knoxson
Commissioner District 2 Keith Love
Commissioner District 3 Chris Sharp
Commissioner District 4 Jami Clark

2. INVOCATION

Led by Father Clint Ressler from St. Mary of the Miraculous Medal Catholic Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 1 DeAndre Knoxson.

4. PROCLAMATIONS AND PRESENTATIONS

a. Proclaiming November 4-8, 2024 as Municipal Courts Week.

The Mayor presented the Proclamation to Tammy Odom, Court Administrator, Presiding Judge Charles Dunkel, and Associate Judges Donnie Quintanilla and Katy Marie Lyles.

b. Consider and take action on Resolution No. 2024-142, confirming Mayor Johnson's appointment of Nicole Miller as the Director of Recreation and Tourism. (Human Resources)

The Mayor and Commission congratulated Nicole Miller on her promotion to Director of Recreation and Tourism.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 1 DeAndre' Knoxson

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2024-150, confirming the Mayor's appointment of Assistant Fire Chief Dennis Harris to the position of Fire Chief and the swearing in of his new position. (Human Resources)

The Mayor and Commission congratulated Dennis Harris for his promotion to Fire Chief. Dennis Harris, Fire Chief, was pinned by Robert Terry.

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 4 Jami Clark

Vote: 7 - 0 CARRIED

- d. Promotion of a member of the Texas City Fire Department to the rank of Assistant Fire Chief.

The Mayor and Commission congratulated Matthew Wyatt for his promotion to Assistant Fire Chief. Matthew Wyatt, Assistant Fire Chief, was pinned by his son.

5. PUBLIC COMMENTS

The following members of the public requested to address the City Commission: La Marque Council person Joseph Edwin Lowry, Jason Brautigam, Evelyn A. Bell, Barbara White, Brian Geotschius, Rachel Orelas, Juan D. Rodriguez, Reva Rodriguez, and Raquel Ornelas. David Almerex filled out a request to address the commission but did not come forward when their name was called.

6. CONSENT AGENDA

Commissioner At-Large, Abel Garza, Jr., made a motion to approve Consent Agenda items 6a, c, d, e, f, g, h, i, j, k, l, m, n, and o. The motion was seconded by Commissioner At-Large, Mayor Pro Tem, Thelma Bowie.

- a. Approve City Commission Minutes for the October 16, 2024 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2024-140, the reappointment of Presiding Judge Charles Dunkel and Associate Judges Donnie Quintanilla and Katy Marie Lyles. (Municipal Court)

This item was pulled by Mayor Dedrick D. Johnson.

Mayor Johnson swore in the judges present.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2024-141, authorizing the submission of the attached Ballot in the 2025 Board Election for Galveston Central Appraisal District. (City Secretary)

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 2024-143, authorizing the replacement of three air conditioning units in the Moore Memorial Library. (Library)

Vote: 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 2024-144, authorizing the purchase of a new 2024 Ford Maverick for the Building Inspections Department through HGAC Contract No. AM10-23. (Public Works)

Vote: 7 - 0 CARRIED

- f. Consider and take on Resolution No. 2024-145, authorizing the purchase of a new Hydro-Excavation Truck through HGAC Contract No. HT06-20. (Public Works)

Vote: 7 - 0 CARRIED

- g. Consider and take action on Resolution No. 2024-146, rejecting all bids received for Bid No. 2024-461 Sheet Pile Replacement Project for Pump Stations A & B. (Public Works)

Vote: 7 - 0 CARRIED

- h. Consider and take action on Resolution No. 2024-147, authorizing the payment of The City of Texas City's Texas Commission Environmental Quality (TCEQ) Water System Fee for an amount not to exceed \$65,000.00. (Public Works)

Vote: 7 - 0 CARRIED

- i. Consider and take action on Resolution No. 2024-148, appointing Angela Moreno to the Library Board. (City Secretary)

Vote: 7 - 0 CARRIED

- j. Consider and take action on Resolution No. 2024-149, approving the updated City of Texas City's Social Media policy. (Communications)

Vote: 7 - 0 CARRIED

- k. Consider and take action on Resolution No. 2024-151, approving the purchase of a new fuel system to replace the existing 40-year-old system at Pump Station B. (Public Works)

Vote: 7 - 0 CARRIED

- I. Consider and take action on Resolution No. 2024-152, approval regarding the Master Plan for Marlow Lake North Subdivision. (City Engineer)

Vote: 7 - 0 CARRIED

- m. Consider and take action on Resolution No. 2024-153, awarding a contract to LAN, Inc. for the development of the City's Hazard Mitigation Plan. (Grants Administration)

Vote: 7 - 0 CARRIED

- n. Consider and take action on Resolution No. 2024-154, updating the designated authorized signatories for contractual and financial documents for GLO state contracts. (Grants Administration)

Vote: 7 - 0 CARRIED

- o. Consider and take action on Resolution No. 2024-155, authorizing the purchase of twelve fleet vehicles for the Police Department from Silsbee Ford through TIPS USA210907. (Police)

Vote: 7 - 0 CARRIED

- p. Consider and take action on Resolution No. 2024-156, authorizing the purchase of four vehicles for Administration from Silesbee Ford through TIPS USA210907. (Finance)

This item was pulled for discussion to let the records reflect that the company changed to Chastang Ford. This change happened after the Agenda was posted so the correction could not be made.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 1 DeAndre' Knoxson

Vote: 7 - 0 CARRIED

7. REGULAR ITEMS

- a. Consider and take action on the second 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)

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.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 2 Keith Love

Vote: 7 - 0 CARRIED

- b. Consider and take action on the first reading of Ordinance No. 2024-27, amending the Texas City Code of Ordinance Title III entitled "Administration," Chapter 37, adding Section 16 - Signatures and seals: electronic, digital, and facsimile. (City Secretary)

Rhomari Leigh, City Secretary, recommends the use and acceptance of electronic, digital, or facsimile signatures for city transactions, relating to business, commercial, or governmental affairs, in accordance with the city's policies.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 4 Jami Clark

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 6:06 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

(9) (b)

Meeting Date: 11/20/2024

2024 Employee Christmas Gift Cards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST

Approving the purchase of 476 Visa Gift Cards in the amount of \$75.00 each to be given to the City Employees (full-time and part-time), as an incentive for continued outstanding customer service and performance. (Human Resources)

BACKGROUND (Brief Summary)

The total cost for the cards is \$35,700, which includes 476 cards at \$75.00 each, plus a \$1.50 per card activation charge of \$714.00. Shipping cost is unknown. This is an annual item and is budgeted. The cards are given prior to Christmas to all full-time and part-time employees with over a year of service.

RECOMMENDATION

Human Resources recommend approval of the 2024 Christmas gift cards.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2024-157

A RESOLUTION APPROVING THE PURCHASE OF 476 VISA GIFT CARDS IN THE AMOUNT OF \$75.00 EACH, TO BE GIVEN TO CITY EMPLOYEES (FULL AND PART-TIME), AS AN INCENTIVE FOR CONTINUED OUTSTANDING CUSTOMER SERVICE AND PERFORMANCE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City requests approval to purchase 476 Visa Gift Cards in the amount of \$75.00 each, to be given to City Employees (full and part-time), as an incentive for continued outstanding customer service and performance.

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 476 Visa Gift Cards in the amount of \$75.00 each, to be given to City Employees (full and part-time), as an incentive for continued outstanding customer service and performance.

SECTION 2: The cost for the cards is \$35,700.00, which includes 476 cards at \$75.00 each, plus a \$1.50 per card activation charge and additional shipping fees.

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

PASSED AND ADOPTED this 20th day of November 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

(9) (c)

Meeting Date: 11/20/2024

Renewal of CentralSquare software

Submitted For: Clay Pope, Police Department

Submitted By: Clay Pope, Police Department

Department: Police Department

Information

ACTION REQUEST

Resolution approving the renewal of the semi-annual Service Agreement for the support and maintenance of the Public Safety Software package from CentralSquare, for the semi-annual amount of \$51,585.95.

BACKGROUND (Brief Summary)

This is a semi-annual Service Agreement for the support and maintenance of the Public Safety Software package; the semi-annual amount is \$51,585.95. This agreement will expire at the end of March shortly after the transition to Motorola One Solutions, which will serve as the Public Safety Software moving forward. Funds are budgeted in the Police Department Equipment Rental budget line.

RECOMMENDATION

The Chief and Command Staff recommend the approval of the expenditure of \$51,585.95 to CentralSquare for the Service Agreement.

Fiscal Impact

Attachments

Central Square Renewal
Resolution

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

Renewal Order #: Q-181397
Start Date: October 1, 2024
End Date: March 31, 2025
Billing Frequency: Yearly
Subsidiary: Superior, LLC

Renewal Order prepared for:
Clayton Pope, Captain
Texas City Police Department
P.O. Drawer 2608
Texas City, TX 77592-2608
409-643-5837

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	JMS-MS DISPLAY Annual Maintenance Fee	1	2,514.71 USD
2.	ONESolution Accident Annual Maintenance Fee	1	0.00 USD
3.	ONESolution Alpha Numeric Paging Annual Maintenance Fee	1	837.68 USD
4.	ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	3	688.02 USD
5.	ONESolution Barcoding Server License Annual Maintenance Fee	1	0.00 USD
6.	ONESolution CAD Client AVL License Annual Maintenance Fee	1	168.47 USD
7.	ONESolution CAD Client AVL License Annual Maintenance Fee	4	583.04 USD
8.	ONESolution CAD Console License Annual Maintenance Fee	3	1,891.33 USD
9.	ONESolution CAD Console License Annual Maintenance Fee	1	730.03 USD
10.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	6	1,454.60 USD
11.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	727.74 USD
12.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	7	1,128.67 USD
13.	ONESolution CAD to ACS FIREHOUSE RMS Interface Annual Maintenance Fee	1	806.46 USD
14.	ONESolution Calls For Service Annual Maintenance Fee	1	0.00 USD

MORE INFORMATION AT CENTRALSQUARE.COM

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

15.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	1	7,769.41 USD
16.	ONESolution Crime Analysis Annual Maintenance Fee	1	0.00 USD
17.	ONESolution E911 Interface Annual Maintenance Fee	1	889.33 USD
18.	ONESolution Fleet Vehicle Maintenance Annual Maintenance Fee	1	0.00 USD
19.	ONESolution Freedom Premium	8	409.80 USD
20.	ONESolution Freedom Premium Annual Maintenance Fee	20	898.51 USD
21.	ONESolution Generic Permit Annual Maintenance Fee	1	0.00 USD
22.	ONESolution Incode Courts System Interface Annual Maintenance Fee	1	2,091.66 USD
23.	ONESolution Jail Management System Annual Maintenance Fee	1	0.00 USD
24.	ONESolution JMS Workstation Annual Maintenance Fee	2	418.01 USD
25.	ONESolution MCT Client AVL License Annual Maintenance Fee	6	77.00 USD
26.	ONESolution MCT Client AVL License Annual Maintenance Fee	58	702.80 USD
27.	ONESolution MCT Client AVL License Annual Maintenance Fee	3	37.42 USD
28.	ONESolution MCT Client AVL License Annual Maintenance Fee	1	2,234.95 USD
29.	ONESolution MCT Client AVL License Annual Maintenance Fee	1	11.24 USD
30.	ONESolution MCT Client AVL License Annual Maintenance Fee	10	121.27 USD
31.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	50	2,423.43 USD
32.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	6	153.99 USD
33.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	10	242.56 USD
34.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	1	22.46 USD
35.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	6	615.93 USD

MORE INFORMATION AT CENTRALSQUARE.COM

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

36.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	1	89.86 USD
37.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	10	970.22 USD
38.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	62	8,861.61 USD
39.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	3	373.86 USD
40.	ONESolution MCT Client-MAPS Annual Maintenance Fee	3	37.42 USD
41.	ONESolution MCT Client-MAPS Annual Maintenance Fee	10	121.27 USD
42.	ONESolution MCT Client-MAPS Annual Maintenance Fee	62	1,776.72 USD
43.	ONESolution MCT Client-MAPS Annual Maintenance Fee	6	77.00 USD
44.	ONESolution MFR Client Annual Maintenance Fee	1	89.86 USD
45.	ONESolution MFR Client Annual Maintenance Fee	10	970.22 USD
46.	ONESolution MFR Client Annual Maintenance Fee	6	615.93 USD
47.	ONESolution MFR Client Annual Maintenance Fee	3	300.37 USD
48.	ONESolution MFR Client-Canine Annual Maintenance Fee	4	134.78 USD
49.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	6	307.97 USD
50.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	10	485.11 USD
51.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	3	213.86 USD
52.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	0.00 USD
53.	ONESolution Mobile Server Software Annual Maintenance Fee	1	0.00 USD
54.	ONESolution Mugshot Capture Station Software Annual Maintenance Fee	1	0.00 USD
55.	ONESolution Notification Annual Maintenance Fee	1	0.00 USD
56.	ONESolution Pagegate Interface Annual Maintenance Fee	1	152.30 USD
57.	ONESolution Police-to-Citizen Annual Maintenance Fee	1	1,286.19 USD
58.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
59.	ONESolution Professional Standards Annual Maintenance Fee	1	0.00 USD
60.	ONESolution Property & Evidence Annual Maintenance Fee	1	0.00 USD

MORE INFORMATION AT CENTRALSQUARE.COM

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

61.	ONESolution Quartermaster Annual Maintenance Fee	1	0.00 USD
62.	ONESolution Records Management System Annual Maintenance Fee	1	0.00 USD
63.	ONESolution Residential Security Watch Annual Maintenance Fee	1	0.00 USD
64.	ONESolution Rip & Run Printing/Faxing Annual Maintenance Fee	1	889.33 USD
65.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	1,438.49 USD
66.	ONESolution RMS Workstation Annual Maintenance Fee	1	168.47 USD
67.	ONESolution RMS Workstation Annual Maintenance Fee	1	168.47 USD
68.	ONESolution RMS Workstation Annual Maintenance Fee	1	145.76 USD
69.	ONESolution RMS Workstation Annual Maintenance Fee	5	842.35 USD
70.	ONESolution RMS Workstation Annual Maintenance Fee	2	418.01 USD
71.	ONESolution Sex Offender Annual Maintenance Fee	1	0.00 USD
72.	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	0.00 USD

Renewal Order Total: 51,585.95 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

RESOLUTION NO. 2024-158

A RESOLUTION APPROVING THE RENEWAL OF THE SEMI-ANNUAL SERVICE AGREEMENT FOR THE SUPPORT AND MAINTENANCE OF THE PUBLIC SAFETY SOFTWARE PACKAGE FROM CENTRALSQUARE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, this is a semi-annual Service Agreement for the support and maintenance of the Public Safety Software package in the amount is \$51,585.95; and

WHEREAS, this agreement will expire at the end of March shortly after the transition to Motorola One Solutions, which will serve as the Public Safety Software moving forward. Funds are available in the Police Department's portion of the City's adopted 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 the semi-annual Service Agreement for the support and maintenance of the Public Safety Software package in the amount of \$51,585.95, as set out in the contract attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 20th day of November 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

(9) (d)

Meeting Date: 11/20/2024

Police Department Renovations

Submitted For: Melissa Schanzer, Police Department

Submitted By: Melissa Schanzer, Police Department

Department: Police Department

Information

ACTION REQUEST

Consider a purchase from Generosity Services Inc (Choice Partners Contract #23/016MR-17) for replacement of the Texas City Police Department's hallway tile and wall covering in the amount of \$53,499.60 and the carpet throughout the Police Department in the amount of \$108,383.38 to be paid out of Police Department's Land and Building Improvements fund.

BACKGROUND (Brief Summary)

The Texas City Police Department is in need of several renovations to improve the look of the building, especially in high traffic areas. Many items listed for the renovations were part of the original building design that needed to be updated. These renovations will improve the appearance of the structure as a whole.

RECOMMENDATION

It is recommended that these items be approved to improve the appearance and the useability of the Texas City Police Department.

Fiscal Impact

Attachments

Hallway Wall Tile and Wall Covering proposal

Carpet Replacement proposal

Resolution



Generocity Services, Inc.

1212 Winding Way Drive • Friendswood, TX 77546 • Phone: (281) 482-8881

Clayton Pope
 Job Address:
 1004 9th Ave North
 Texas City, Tx 77590

Print Date: 5-7-2024

Proposal for City of Texas City PD Hallway Tile & Wall Covering

Dear Mr. Pope

Generocity Services Inc. is pleased to present our preliminary proposal for the above referenced project. This project is priced in accordance with our CHOICE PARTNERS Contract #23/016MR-17 and excludes proprietary vendor and owner's separate contractor pricing.

PRELIMINARY DESIGN SPECIFICATION WAIVER

All designs and specifications presented herewith are preliminary and are subject to change after review of changes due to customer requests. Any costs associated with preliminary design and scope changes will be added to the final cost of the project.

SCOPE OF WORK

Provide materials, labor, equipment, and supervision to complete the following:

Add 12"x24" porcelain tile approx 4' high in the corridors and add vinyl wall covering on walls above new tile

Wall Tile Scope:

- 1) PORCELAIN WALL TILE SUPPLIED & INSTALLED- (TO BE INSTALLED 4' HIGH IN THE CORRIDORS
 AMERICAN OLEAN COLOR STORY FLOOR 12x24
 MATTE BALANCE 10034 SF1,689
 Includes thinset, grout and Schluter system
- 2) RUBBER WALL BASE SUPPLIED & INSTALLED - (TO BE INSTALLED IN THE CORRIDORS)
 ROPPE® CORP WALL BASE- (700) SERIES - COVE ROLL- 4 BATTLESHIP 669 LF600.00
- 3) Remove and reinstall (3) fire alarm pull boxes
- 4) Remove and reinstall (5) wall switches
- 5) Remove and reinstall (7) wall outlets
- 6) Remove and reinstall (5) badge readers
- 7) Remove existing wooden chair rail and prep area for tile

Vinyl Wall Covering Scope:

To supply and install vinyl wall coverings at the Texas City Police Department in the following areas:

In hallways where walls are now painted above the newly installed wall tile.

- 1) Prep walls to receive new wall covering.
- 2) Painted walls to be sanded and receive 999 primer rolled on prior to installation of new wall covering.
- 3) All imperfections to be skimmed smooth before installation.
- 4) Inside of decorative wall notches will be painted owners choice to match wall covering.

- 5) Install approximately 2,700 sqft of wall covering.
- 6) Paint approximately 200 sqft inside the decorative notches

Buildertrend Default

Items	Description	Price
Total Cost	Hallway tile and wall covering addition	\$53,499.60

Total Price: \$53,499.60

PRECEDENCE

We have established a project-specific order of precedence for the inquiry documents -- not only to help establish a baseline for our pricing, but also to maintain technical continuity, to confirm the intent and priorities for the project, and to provide the basis for solving discrepancies within the inquiry and construction documents. Our order of precedence is as follows:

- a. Generocity Services Proposal.
- b. Addenda issued by Client.
- c. Scope of Work issued by Client within the Invitation to Bid.
- d. Directives and work scope specifically and graphically issued within the Construction Drawings prepared by Client.
- e. Manufacturer's recommendations and installation instructions.
- f. Directives, regarding project work scope, specifically within the Project Specifications prepared by the Client.
- g. All Project Specifications prepared by Client that are specifically applicable to the project scope of work and project drawings.
- h. Owner's Engineering Facility Standards that are specifically referred to within this inquiry, and that has been issued as part of the inquiry.
- i. Balance of applicable project bid documents.

SERVICES & MATERIALS PROVIDED BY CLIENT/OWNER

1. Testing and abatement of asbestos and other potentially hazardous materials.
2. Pre-design testing, investigation of soils and other existing structures for engineering purposes.
3. Probing of existing grade in effort to detect subsurface obstructions, obstacles, or hazardous material.
4. Material strength and performance testing and other quality control testing.
5. Document preparation for permit; coordinating or making application for permit; procuring any building permits or any other permits or fees that may be applicable to this project unless otherwise noted.
6. Provisions of temporary toilet facilities for construction work force.
7. Provisions of temporary electrical power supply for construction purposes.
8. Provisions of temporary water supply for construction purposes.
9. Move, relocate, modify, repair, demolish, or otherwise alter existing facilities, material equipment, appliances, furnishings, installations, utilities, and/or structures that are not specifically noted within this scope of work. This includes hidden or latent conditions, undocumented structures, inconsistent soil condition, asbestos, and other hazardous materials in order for Generocity Services to perform the required scope of work.

TECHNICAL CLARIFICATIONS

1. Components and activities specifically exclude from this proposal:
 - a. Design and/or constructions of permanent site storm water detention or drainage structures.
 - b. Testing of existing concrete slabs for moisture, alkali, and other contamination. Generocity Services will not be responsible for poor

performance of adhered floor coverings on moisture-laden or contaminated floor slabs.

- c. Subsurface de-watering, of the pumping of facility leaks and spills.
2. Our proposal includes the cost of providing materials and equipment called out by model numbers within the inquiry documents. When final engineering, calculation, shop drawings, or other documentation do not support the item physical characteristics, size, shape, operational requirements, etc. required by the Client, then changes may require additional costs.
3. If any code interpretation, that may be issued by the Client, his agents, the Municipals Plan Checking Department, Code Enforcement, or Inspections Department, or Inspection Department results in additional more stringent project requirements than those shown graphically on the inquire drawings, or that is specifically named or directed within the inquiry specifications (as they relate to the drawings), the additional cost shall be assessed and passed on to the Client.

EXCLUSIONS

1. Plans, architectural, engineering, geotechnical reports, materials testing laboratories.
2. On/off-site detention are not included.
3. SWPPP of containment of storm water, storm water pollution prevention planning, permitting, installations or observation.
4. Generocity Services, Inc. has not included cost for landscaping, traffic control, traffic barricades or signage, overtime or holiday work, trench drains, containments, equipment/foundations, house-keeping pads/foundations, vibrating equipment, unforeseen underground obstructions, sumps of pits.

COMMERCIAL TERMS & CONDITIONS

1. Validation Period: This proposal is valid for a period of 30 calendar days after the "DATE" indicated above.
2. Material Cost Escalation: Due to the volatile and unpredictable global material marketing pricing, Generocity Services, Inc. can not guarantee project-specific pricing for the validation period stated above. If material orders and requisite shipments are made at current pricing, we will honor the material cost. If the cost of the materials increases before shipment, then the change in price will be passed on to the Client/Owner.
3. Generocity Services, Inc. will not perform work changes unless authorized in writing by the Client before the work begins. All cost assessments will include the cost of tangible items and the additional cost associated with schedule delays and extensions.
4. When materials and permanent equipment that are purchased for this project are stored either on or off site as a result of delays by Client (or Owner), or the contractors, or agents of the same, progress pay requests will include these materials and equipment items for Client approval and payment within the contract pay period.
5. Generocity Services, Inc. will not be held responsible for damages to any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cable, grounding, underground utilities and other obstacles.
6. Generocity Services, Inc. will not be held responsible for personal injury from accidents resulting from encounters with any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cables, grounding, and other obstacles.
7. Downtime or delays caused by Owner and/or Client during the field construction operations shall be assessed by Generocity Services, Inc. and reimbursements by Owner and/or Client.
8. Repair cost and touch-up costs made necessary by damage caused by Owner's and /or Client's personnel will be assessed by Generocity Services, Inc. and passed on to the Client.
9. Our pricing is based on a 40-hour workweek. We have not included the cost of holiday or overtime work hours.

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,
Joel Mueller
Director of Business Development
Generocity Services, Inc.

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:

— New Wall Tile

■ New carpet





Generocity Services, Inc.

1212 Winding Way Drive • Friendswood, TX 77546 • Phone: (281) 482-8881

Clayton Pope
 Job Address:
 1004 9th Ave North
 Texas City, Tx 77590

Print Date: 5-7-2024

Proposal for City of Texas City PD Carpet Replacement

Dear Mr. Pope

Generocity Services Inc. is pleased to present our preliminary proposal for the above referenced project. This project is priced in accordance with our CHOICE PARTNERS Contract #23/016MR-17 and excludes proprietary vendor and owner's separate contractor pricing.

PRELIMINARY DESIGN SPECIFICATION WAIVER

All designs and specifications presented herewith are preliminary and are subject to change after review of changes due to customer requests. Any costs associated with preliminary design and scope changes will be added to the final cost of the project.

SCOPE OF WORK

Provide materials, labor, equipment, and supervision to complete the following:

Remove and replace existing carpet in offices

Scope:

Move standard furniture, lift modular furniture, demo existing carpet, prep floors, install carpet tiles, install broadloom carpet, and install rubber base.

1) CARPET TILE SUPPLIED & INSTALLED (TO BE INSTALLED IN THE OFFICE AREAS)

J&J INDUSTRIES COLOR ZONE TILE
 CARBON 3222 SY 1,230.00

2) BROADLOOM CARPET SUPPLIED & INSTALLED-(TO BE INSTALLED IN THE THEATER ROOM)

TEXAN FLOOR SERVICE ALLOWANCE
 CARPET SY132.00

***Note: This is an allowance for the meeting room with risers. The carpet selected above for the offices is a carpet tile, however a broadloom carpet is necessary for this room due to the risers.

3) FLOOR PREP

ARDEX® FEATHER FINISH XF Approx 42.00 bags

4) RUBBER WALL BASE SUPPLIED AND INSTALLED - (TO BE INSTALLED IN THE OFFICES) ROPPE®

CORPORATION WALL BASE- (700) SERIES - COVE- 4" BATTLESHIP 669 LF 2,640.00

5) RUBBER WALL BASE SUPPLIED & INSTALLED-(TO BE INSTALLED IN THE OFFICE CORRIDORS) ROPPE®

CORPORATION WALL BASE- (700) SERIES - COVE ROLL- 4" BATTLESHIP 669 LF 480.00

Buildertrend Default

Items	Description	Price
Total Cost	Carpet Replacement	\$108,383.38

Total Price: \$108,383.38**PRECEDENCE**

We have established a project-specific order of precedence for the inquiry documents -- not only to help establish a baseline for our pricing, but also to maintain technical continuity, to confirm the intent and priorities for the project, and to provide the basis for solving discrepancies within the inquiry and construction documents. Our order of precedence is as follows:

- a. Generocity Services Proposal.
- b. Addenda issued by Client.
- c. Scope of Work issued by Client within the Invitation to Bid.
- d. Directives and work scope specifically and graphically issued within the Construction Drawings prepared by Client.
- e. Manufacturer's recommendations and installation instructions.
- f. Directives, regarding project work scope, specifically within the Project Specifications prepared by the Client.
- g. All Project Specifications prepared by Client that are specifically applicable to the project scope of work and project drawings.
- h. Owner's Engineering Facility Standards that are specifically referred to within this inquiry, and that have been issued as part of the inquiry.
- i. Balance of applicable project bid documents.

SERVICES & MATERIALS PROVIDED BY CLIENT/OWNER

1. Testing and abatement of asbestos and other potentially hazardous materials.
2. Pre-design testing, investigation of soils and other existing structures for engineering purposes.
3. Probing of existing grade in effort to detect subsurface obstructions, obstacles, or hazardous material.
4. Material strength and performance testing and other quality control testing.
5. Document preparation for permit; coordinating or making application for permit; procuring any building permits or any other permits or fees that may be applicable to this project unless otherwise noted.
6. Provisions of temporary toilet facilities for construction work force.
7. Provisions of temporary electrical power supply for construction purposes.
8. Provisions of temporary water supply for construction purposes.
9. Move, relocate, modify, repair, demolish, or otherwise alter existing facilities, material equipment, appliances, furnishings, installations, utilities, and/or structures that are not specifically noted within this scope of work. This includes hidden or latent conditions, undocumented structures, inconsistent soil condition, asbestos, and other hazardous materials in order for Generocity Services to perform the required scope of work.

TECHNICAL CLARIFICATIONS

1. Components and activities specifically exclude from this proposal:
 - a. Design and/or constructions of permanent site storm water detention or drainage structures.
 - b. Testing of existing concrete slabs for moisture, alkali, and other contamination. Generocity Services will not be responsible for poor performance of adhered floor coverings on moisture-laden or contaminated floor slabs.
 - c. Subsurface de-watering, of the pumping of facility leaks and spills.
2. Our proposal includes the cost of providing materials and equipment called out by model numbers within the inquiry documents. When final engineering, calculation, shop drawings, or other documentation do not support the item physical characteristics, size, shape, operational requirements, etc. required by the Client, then changes may require additional costs.
3. If any code interpretation, that may be issued by the Client, his agents, the Municipals Plan Checking Department, Code Enforcement, or Inspections Department, or Inspection Department results in additional more stringent project requirements than those shown graphically on th

inquire drawings, or that is specifically named or directed within the inquiry specifications (as they relate to the drawings), the additional cost shall be assessed and passed on to the Client.

EXCLUSIONS

1. Plans, architectural, engineering, geotechnical reports, materials testing laboratories.
2. On/off-site detention are not included.
3. SWPPP of containment of storm water, storm water pollution prevention planning, permitting, installations or observation.
4. Generocity Services, Inc. has not included cost for landscaping, traffic control, traffic barricades or signage, overtime or holiday work, trench drains, containments, equipment/foundations, house-keeping pads/foundations, vibrating equipment, unforeseen underground obstructions, sumps of pits.

COMMERCIAL TERMS & CONDITIONS

1. Validation Period: This proposal is valid for a period of 30 calendar days after the "DATE" indicated above.
2. Material Cost Escalation: Due to the volatile and unpredictable global material marketing pricing, Generocity Services, Inc. can not guarantee project-specific pricing for the validation period stated above. If material orders and requisite shipments are made at current pricing, we will honor the material cost. If the cost of the materials increases before shipment, then the change in price will be passed on to the Client/Owner.
3. Generocity Services, Inc. will not perform work changes unless authorized in writing by the Client before the work begins. All cost assessments will include the cost of tangible items and the additional cost associated with schedule delays and extensions.
4. When materials and permanent equipment that are purchased for this project are stored either on or off site as a result of delays by Client (or Owner), or the contractors, or agents of the same, progress pay requests will include these materials and equipment items for Client approval and payment within the contract pay period.
5. Generocity Services, Inc. will not be held responsible for damages to any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cable, grounding, underground utilities and other obstacles.
6. Generocity Services, Inc. will not be held responsible for personal injury from accidents resulting from encounters with any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cables, grounding, and other obstacles.
7. Downtime or delays caused by Owner and/or Client during the field construction operations shall be assessed by Generocity Services, Inc. and reimbursements by Owner and/or Client.
8. Repair cost and touch-up costs made necessary by damage caused by Owner's and /or Client's personnel will be assessed by Generocity Services, Inc. and passed on to the Client.
9. Our pricing is based on a 40-hour workweek. We have not included the cost of holiday or overtime work hours.

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,
Joel Mueller
Director of Business Development
Generocity Services, Inc.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____

— New Wall Tile

■ New carpet



RESOLUTION NO. 2024-159

A RESOLUTION AUTHORIZING SERVICES FROM GENEROSITY SERVICES INC (CHOICE PARTNERS CONTRACT #23/016MR-17) FOR REPLACEMENT OF THE TEXAS CITY POLICE DEPARTMENT'S HALLWAY TILE, WALL COVERING, AND CARPET; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Police Department is in need of several renovations to improve the look of the building, especially in high-traffic areas; and

WHEREAS, many items listed for the renovations were part of the original building design that need to be updated. These renovations will improve the appearance of the structure as a whole.

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 services from Generosity Services Inc. (Choice Partners Contract #23/016MR-17) for replacement of the Texas City Police Department's hallway tile, wall covering, and carpet in the amount set out in the proposals attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 20th day of November 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

(9) (e)

Meeting Date: 11/20/2024

Furniture purchase

Submitted For: Clay Pope, Police Department

Submitted By: Clay Pope, Police Department

Department: Police Department

Information

ACTION REQUEST

Consider and take action on a resolution approving the purchase of new furniture for the police department.

BACKGROUND (Brief Summary)

Most of the furniture in the police department is original to the building (1998) and in need of replacement. The funds for the purchase of this furniture have been budgeted for and are available in the FY2025 budget, Capital Equipment Replacement (Land & Building Improvements). The total for the purchase is \$68,454.53, via PCA Contract #OD-389-23 from Office Furniture Connection.

RECOMMENDATION

The Chief and Command Staff recommend this purchase.

Fiscal Impact

Attachments

Office Furniture Connection Quote
Resolution



PO Box 451189
Houston, TX 77245
www.ofconnection.com
Phone: 7136448282

Terms
50% deposit, 50% on complet...

Quote

Quote Date: 4/18/2024
Quote #: 37850
Project: 37850
Rep: Jenn
P.O. #:

Bill To:

Texas City Police Department
1004 9th Ave N.
Texas City, TX 77590
Clay Pope 409-457-5800

Ship To

Texas City Police Department
1004 9th Ave N.
Texas City, TX 77590
Clay Pope 409-457-5800

Item	Description	Qty	Rate	Amount
	PCA Contract #OD-389-23			
Furniture.	Knoll U-Shaped private office Desk top: 72x30 Bridging Surface: 42x24 Return Surface: 78x24 FULL Height Modesty FULL Height End panels Storage: •(1) Box/File Ped with cushion & (1) Fixed FF ped •(1) 66" Reuter Overhead •(1) 48" LED task light Desk Leg Type: Laminate End Panels Textile (TB & cushion): DuvalTex Couture 4858 Tailor 1757 Laminate: Formica Bleached Legno 8845-58 Paint Color: Black	2	2,557.88	5,115.76T
Furniture.	Knoll L-Shaped private office Desk top: 72x30 Return Surface: 42x24 FULL Height Modesty FULL Height End panels Storage: •(1) Box/File Ped with cushion & (1) Fixed FF ped •(2) 36" Reuter Overhead •(2) 24" LED task light Desk Leg Type: Laminate End Panels Textile (TB & cushion): DuvalTex Couture 4858 Tailor 1757 Laminate: Formica Bleached Legno 8845-58 Paint Color: Black	2	2,315.72	4,631.44T



PO Box 451189
Houston, TX 77245
www.ofconnection.com
Phone: 7136448282

Terms
50% deposit, 50% on complet...

Quote

Quote Date: 4/18/2024
Quote #: 37850
Project: 37850
Rep: Jenn
P.O. #:

Bill To:

Texas City Police Department
1004 9th Ave N.
Texas City, TX 77590
Clay Pope 409-457-5800

Ship To

Texas City Police Department
1004 9th Ave N.
Texas City, TX 77590
Clay Pope 409-457-5800

Item	Description	Qty	Rate	Amount
Furniture.	Knoll L-Shaped private office Desk top: 72x30 Return Surface: 42x24 Half-Height Modesty Storage: •(1) Box/File Ped with cushion & (1) Fixed FF ped •(2) 36" Reuter Overhead •(2) 24" LED task light Desk Leg Type: Knoll C-Leg Textile (TB & cushion): DuvalTex Couture 4858 Tailor 1757 Laminate: Formica Bleached Legno 8845-58 Paint Color: Black	8	1,976.91	15,815.28T
Furniture.	Knoll Training Table Size: 60x18 Laminate: Formica Bleached Legno 8845-58 Paint Color: Black	9	379.00	3,411.00T
Furniture.	Knoll Training Table Size: 60x30 Laminate: Formica Bleached Legno 8845-58 Paint Color: Black	2	403.50	807.00T
New Product.	Corner Credenza - storage doors •(1) interior adjustable shelf Size: 48" accross front Laminate: TBD - match conference table	1	1,316.00	1,316.00T
New Product.	Office Life Guest Seating - on Glides Color: Black fabric / Black Mesh / Black Frame	40	159.00	6,360.00T



PO Box 451189
 Houston, TX 77245
 www.ofconnection.com
 Phone: 7136448282

Terms
50% deposit, 50% on complet...

Quote

Quote Date: 4/18/2024
Quote #: 37850
Project: 37850
Rep: Jenn
P.O. #:

Bill To:

Texas City Police Department
 1004 9th Ave N.
 Texas City, TX 77590
 Clay Pope 409-457-5800

Ship To

Texas City Police Department
 1004 9th Ave N.
 Texas City, TX 77590
 Clay Pope 409-457-5800

Item	Description	Qty	Rate	Amount
New Product.	AIS Stow Training chair - Armless Color: Black fabric / Black Mesh / Grey Frame	71	290.00	20,590.00T
Deliver/Install	Delivery & Installation - Regular Hours Delivery and Installation	1	4,735.00	4,735.00T
Service	10% variance (on product only) to account for price increases during budget year.	1	5,673.05	5,673.05T

Sub Total	\$68,454.53
Sales Tax (0.0%)	\$0.00
Grand Total	\$68,454.53

Signature _____
 Date: _____

Please sign and return to your salesperson to indicate acceptance of the quoted order for products and services as described.

RESOLUTION NO. 2024-160

A RESOLUTION AUTHORIZING THE TEXAS CITY POLICE DEPARTMENT TO PURCHASE FURNITURE FROM OFFICE FURNITURE CONNECTION; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the majority of the furniture in the police department is original to the building (1998) and in need of replacement; and

WHEREAS, the funds for the purchase of the furniture have been budgeted for and available in the Fiscal Year 2025 budget, Capital Equipment Replacement (Land & Building Improvements); and

WHEREAS, the total for the purchase is \$68,454.53, via PCA Contract #OD-389-23 from Office Furniture Connection.

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

SECTION 1: That the City Commission of the City of Texas City hereby authorizes the Texas City Police Department to purchase furniture from Office Furniture Connection, as set out in the quote attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 20th day of November 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

(9) (f)

Meeting Date: 11/20/2024

Purchase Greensmaster 3250-D for Bayou Golf Course

Submitted For: Nicole Best, Recreation and Tourism

Submitted By: Nancy Heredia, Recreation and Tourism

Department: Bayou Golf Course

Information

ACTION REQUEST

Approval is requested for the purchase of one Toro Greenmaster 3250-D Tee Mower for the Bayou Golf Course. This acquisition will replace the existing 2013 Toro 3150-Q, which has been in service for 11 years. This will be purchased using a Buy Board Contract No. 706-23:

Toro Greenmaster 3250-D for the amount of \$52,666.59

Funds for the mower are budgeted in Account No. 602-403-5520

BACKGROUND (Brief Summary)

The Bayou Golf Course is seeking approval to purchase a new tee mower specifically for maintaining the course's tees, which span approximately 3.5 acres. This mower will be used at least three times a week to ensure the tees are kept in optimal condition. This will replace the aging 2013 Toro mower with the new Toro Greenmaster 3250-D. The existing mower will be retained as a backup, providing additional reliability and ensuring continuous, uninterrupted maintenance operations.

RECOMMENDATION

The Parks, Recreation & Tourism Department recommends that the Mayor and City Commission approve this purchase to support Bayou Golf Course's maintenance needs effectively.

Fiscal Impact

Attachments

Greensmaster 3250-D
Resolution



Professional Turf Products, L.P.
 5520 Brittonmoore
 Houston, Texas 77041
 Jim Norris
 (832) 566-2205
 norrisj@proturf.com



Ship To	Bayou Golf Club	Date:	10/29/2024
Bill To	BUYBOARD (CONTRACT # 706-23) - Credit Cards Not Accepted	Tax Rate	0.00000
Contact	Ben Huerta	Destination	6.00%
Address	2800 Ted Dudley Dr., Texas City, TX 77590	Trade-In	\$0.00
		Finance	
Phone	(409) 643 5850	Account Type	Corp
Email		QMS: ID	Q170788
Comments:	0		

Proposal

Qty	Model #	Description	Unit	Extended
1	04384	Greensmaster 3250-D		
3	04654	11 Blade Cutting Unit		
3	04255	Narrow Wiehle Roller (One roller)		
1	133-1308	Seat Cover		
1	04554	Light Kit - LED		
		Greensmaster 3250-D		\$ 49,685.46
SubTotal				\$ 49,685.46
Destination				\$ 2,981.13
Tax (Estimated)				\$ -
TOTAL				\$ 52,666.59

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
 For all New Equipment, Refurbished units may be available for up to 40% savings.
 Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

- Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
- Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
- Order cancellations are subject to fees up to 10% of the original order value.
- Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
- Payments by Credit Card are subject to convenience fee.
- Used and Demo equipment is in high demand and availability is subject to change.
 - Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
 - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

- All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
- All returns must be able to be sold as new.
- Items missing parts are non returnable.

Payment:

- Terms are net 10 unless prior arrangements have been made.
- Quoted prices are subject to credit approval.
 - PTP will work with third party financial institutions to secure leases when requested to do so.
 - When using third party financiers, documentation fees & advance payments may be required.
 - For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
- There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
- By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____



○○

- [Find a Distributor \(https://comm.toro.com/lookup\)](https://comm.toro.com/lookup)
- [Sell Sheet \(https://cdn.thetorocompany.com/api/assetstorage/623_804f866d-01e7-45cf-9e45-7f463a44c5ed\)](https://cdn.thetorocompany.com/api/assetstorage/623_804f866d-01e7-45cf-9e45-7f463a44c5ed)
- [Accessory Guide \(https://cdn.thetorocompany.com/api/assetstorage/623_a087997c-a517-4be5-8b69-2836fbca15d1\)](https://cdn.thetorocompany.com/api/assetstorage/623_a087997c-a517-4be5-8b69-2836fbca15d1)

Greensmaster® 3250-D

Model: 04384

[See All Items in Greensmaster® 3150/3250 Series \(/en/product/Greensmaster-3150-3250-Series#variantTable\)](/en/product/Greensmaster-3150-3250-Series#variantTable)**REQUEST A DEMO ([HTTPS://COMM.TORO.COM/CUSTOMERINQUIRY?RTID=SALES%20CALL%20%2F%20PRODUCT%20DEMO&CID=GREENSMASER&SID=31](https://comm.toro.com/customerinquiry?RTID=SALES%20CALL%20%2F%20PRODUCT%20DEMO&CID=GREENSMASER&SID=31))**

- Deliver a consistent, high quality cut and superior after cut appearance, while reducing maintenance.
- Placement of the center cutting unit gives the machine much higher hillside stability.
- Wheel layout and turning radius prevent accidentally dropping the rear wheel into a nearby sand bunker while turning.
- All components are conveniently located for servicing.

[Show More](#)

JUMP TO

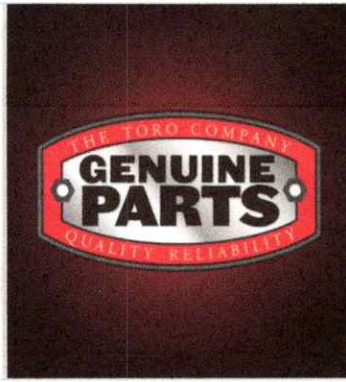
REQUEST A DEMO ([HTTPS://COMM.TORO.COM/CUSTOMERINQUIRY?RTID=SALES%20CALL%20%2F%20PRODUCT%20DEMO&CID=GREENSMASER&SID=31](https://comm.toro.com/customerinquiry?RTID=SALES%20CALL%20%2F%20PRODUCT%20DEMO&CID=GREENSMASER&SID=31))

Related Products



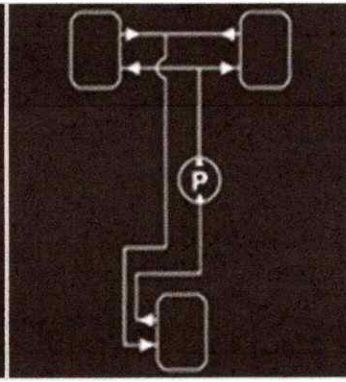
Leak Detector
(/en/product/04497)

Model: 04497



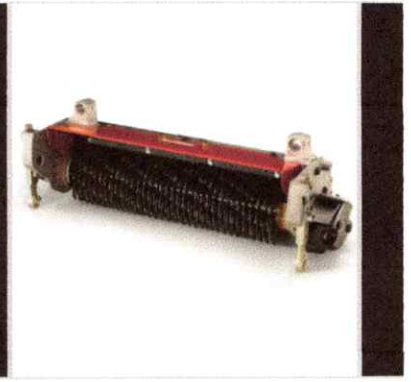
Steel Roller Kit
(/en/product/04628)

Model: 04628



3-Wheel Drive Kit
(/en/product/04476)

Model: 04476



Thatching Reel Kit
(/en/product/04479)

Model: 04479

3-V
(/e

Mode

Overview

The Greensmaster 3250-D is distinguished for its field-proven performance and exceptional quality of cut. Equipped with patented DPA cutting units for a superior cut and minimal maintenance, convenient controls for easy operation, and ample power to handle any application—it's no wonder this classic model has been trusted over the years to deliver the performance golf courses demand with a putting surface that exceeds expectations.

Features

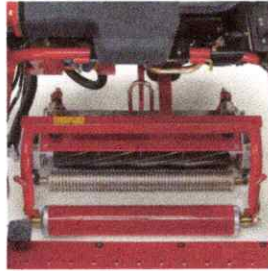


EdgeSeries™ Reels

Dual Precision Adjustment (DPA) cutting units – featuring Toro's EdgeSeries™ reels combine to deliver a consistent, high quality cut and superior after cut appearance, while reducing maintenance with improved reel edge retention.

JUMP TO Watch the Video (<https://play.vidyard.com/kt4SSB87Psnq1smxqn9di5>)

REQUEST A DEMO ([HTTPS://COMM.TORO.COM/CUSTOMERINQUIRY?RTID=SALES%20CALL%20%2F%20PRODUCT%20DEMO&CID=GREENSMASER&SID=31](https://comm.toro.com/customerinquiry?RTID=SALES%20CALL%20%2F%20PRODUCT%20DEMO&CID=GREENSMASER&SID=31))



Safe Operation

The placement of the center cutting unit, located between the the front traction wheels, along with the front center basket removal, allows a low mounting design of the transmission and engine. This lowers the center of gravity, giving the machine much higher hillside stability.



Perfect Triangle Wheel Stand Design

The Triangle Wheel Stand places the rear wheel track within the radius of the front wheel, which prevents accidentally dropping the rear wheel into a nearby sand bunker while making the turn for the next mowing path.

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REQUEST A DEMO ([HTTPS://COMM.TORO.COM/CUSTOMERINQUIRY?RTID=SALES%20CALL%20%2F%20PRODUCT%20DEMO&CID=GREENSMAS-TER&SID=31](https://comm.toro.com/customerinquiry?rtid=sales%20call%20%2f%20product%20demo&cid=greensmaster&sid=31))



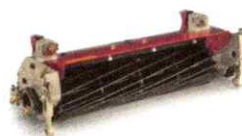
Maintenance Ease

All components, especially those that require daily inspection and routine maintenance, are conveniently located for servicing. The Greensmaster® 3250 has fewer hydraulic lines and connectors. All hydraulic components are positioned for easy visual inspection.



Leak Detection

The dependable Turf Guardian™ leak detection technology alerts the operator if a leak occurs. Optional on the Greensmaster® 3250.



JUMP TO

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DPA Cutting Units

The most advanced cutting unit in the industry:

- Only two adjustments
- Superior height-of-cut retention
- No daily greasing (stainless steel bearings)
- Consistent cutting location edge regardless of reel wear (patented)
- Smallest bedknife increment adjustments .007inch (.178mm)



Simplified Controls

Simplified and convenient controls for easy operation.

Specifications

Battery

12V

Bedknife

Replaceable single edged EdgeMax™ Microcut Bedknife is standard.

Bedknife Adjustment

Dual screw, indexed "click" adjustment to the reel; detents corresponding positively to 0.0007" (0.018 mm) bedknife movement for each position.

Blade Style/Type

Reel

Blade Type (Description)

Reels are 5" (13 cm) in diameter, 21" (53.3 cm) in length. EdgeSeries™ Reels blades are welded to 5 stamped steel spiders, and heat treated. The reel is ground for diameter and concentricity, and relief ground. The reel weldment shaft is a 1.375" (35 mm) diameter tube with internally splined threaded insert. Two stainless steel ball bearings (30 mm inside diameter) slip fit onto reel shaft retained by internally splined threaded insert. Low drag seals/spiders for added protection with 5-pinny sealed motor and counter weight. Reel position maintained by a wave washer with no adjusting nut.

Clip Frequency/Backlapping

Adjustable up to 1950 RPM at 2760 engine RPM. Backlapping standard.

Controls

Raise/lower-mow lever. Functional control lever (neutral, mow, transport). Foot operated traction drive and brakes. Hand operated choke, throttle. Mechanical engine speed control.

Cutting Unit Accessories

8, 11, 14-Blade Cutting Unit, Roller Options, Groomer Options, Scraper Options, Bedknife and Bedbar Options, Thatching Reel Accessories, Tools and Maintenance Options.

Cutting Unit Type/Configuration

Cutting units are completely free-floating, each attaching to the tractor by direct pull links and lifted by a centered lift arm. Baskets are supported by carrier frames that are ground following. Cutting unit floatation is unaffected by basket content. Grass baskets are all interchangeable and accessible from the front of the machine. Double A-Arm Suspension utilizing sealed ball joints allows free cutting unit motion in pitch and yaw. Links system for the roll. The basket is directly mounted to the cutting unit displacing weight evenly over front and rear rollers. (patented)

Drivetrain

Diesel

Electrical System

Maintenance-free 12-volt battery with 530 minimum CCA at 0° F. 40 amp alternator, circuit fused at 40 amps. Seat switch. High temperature engine kill override switch. Harness terminals, fuse slot, and console switch location available for optional lights installation.

Engine Cooling

Liquid Cooled

Fuel / Power Source

Diesel

Fuel Capacity

6 U.S. gal. (22.7 L)

Gauges/Instrumentation

Hour meter and warning light cluster.

Grass Distribution

Non-adjustable front shield with adjustable cut-off bar to improve grass discharge from reel in wet conditions.

Ground Pressure

8 - 12 psi (.55 - .83 bar) average at recommended minimum tire pressures, with a 200 lb. operator and cutting units down.

Ground Speed - Forward

0 - 10 mph (0 - 16.1 km/h)

Height

77.5" (197 cm)

Height of Cut Range

Cutting height is adjusted on front roller by two vertical screws and held by two locking cap screws. Bench HOC range is 0.062" - 0.297" (1.6 - 7.5 mm). With high HOC kit, range is 0.297" - 1.0" (7.5 - 25.4 mm). Effective HOC may vary depending on turf conditions and bedknife installed.

Leak Detection

Optional Turf Guardian™ Leak Detection System. System sounds an alarm and turns on a warning light with the loss of 3-5 oz. of hydraulic fluid.

More Toro Demos ([HTTPS://COMM.TORO.COM/CUSTOMERINQUIRY?RTID=SALES%20CALL%20%2F%20PRODUCT%20DEMO&CID=GREENSMASER&SID=31](https://comm.toro.com/customerinquiry?RTID=SALES%20CALL%20%2F%20PRODUCT%20DEMO&CID=GREENSMASER&SID=31))

2 - 5 mph (3.2 - 8 km/h)

Number of Blades

11, 14, 8

Optional Accessories

3-Wheel Drive Kit, Thatching Reel (Set of 1), Traction Tires, Hydraulic Oil Cooler Kit, Light Kit, Spark Arrestor, Leak Detector, Front Wheel Weight Kit, 2WD Weight Kit, 3WD Weight Kit, Hose Adapter Kit, Radiator Screen Kit, Ground Follow Kit, Bimini Folding Shade, Utility Bag Kit, Seat Cover, RH Armrest, LH Armrest, Armrest Kit, Wireless Hour Meter

Overall Width

68" (173 cm)

Parking/Service Brakes

Foot activated 6" (15.2 cm) drum type mechanical with rack and pawl lock for parking.

Power Steering

Yes

Power Train (Engine Description)

Kubota® 902 tier 4i, 3-cylinder liquid-cooled diesel engine. 55.0 cu. in. (902 cc). Full pressure lubrication, oil filter. 24.8 hp (18.5 kW) @ 3600 rpm. Engine governed to 2760 rpm high idle, 1500 rpm low idle (no load).

Product Length

93.9" (238 cm) with baskets

Reel Diameter

5 in. (12.7cm)

Reel/Cylinder Drive

Hydraulic

Rollers

Front: Not included with cutting unit, purchased separately. Option between full, narrow-spaced and wide-spaced roller. Rear: Steel full, 2" (5.1 cm) diameter with sealed bearings and through-shaft.

Safety/Operator Safety

Roll Over Protection System standard. Sound level of 84 dBA at operator ear under normal conditions.

Seat

Contour seat with high backrest. 7" (17.8 cm) fore/aft slider adjustment with two mounting positions, allowing 9" (22.8 cm) total seat travel. Operator manual tube mounted on the seat back for easy access.

Starting

Key Start

Steering System Description

No-tool quick adjust steering arm position, with arm motion allowing a wide range of operator sizes. Steering cylinder has through shaft design for precise straight line tracking.

Tires - Front

19" x 10.5" - 8", 4-ply, Smooth Tread

Tires - Rear

19" x 10.5" - 8", 4-ply, Smooth Tread

Traction Drive**JUMP TO**
2WD**Traction Drive (System)**

REQUEST A DEMO (<https://comm.toro.com/customerinquiry?rtid=sales%20call%20%2F%20product%20demo&cid=greensmaster&sid=31>)
Hydraulic piston pump, closed loop system. 2WD Parallel Hydrostatic or optional 3WD Series Parallel piston pump closed loop system. Foot pedal forward and reverse; infinitely variable.

Transport Width

Outside at Tires: 61" (154.94 cm) Outside at Reels: 68" (173 cm)

Weight

1,216 lbs. (552 kg) with no fuel & no operator

Wheelbase

48.6" (123 cm)

Width of Cut

59" (150 cm)

Documents

GR_AntiBobblingRoller_Sell_Sheet_020723.pdf (https://cdn.thetorocompany.com/api/assetstorage/623_a057c8dd-c612-4bed-8530-088d5571a510)

PDF - Product Literature-en-us

GR3150_3250_Accessories_020723.pdf (https://cdn.thetorocompany.com/api/assetstorage/623_a087997c-a517-4be5-8b69-2836fbca15d1)

PDF - Brochure-en-us

GR3150_3250_Sell_Sheet_012424.pdf (https://cdn.thetorocompany.com/api/assetstorage/623_804f866d-01e7-45cf-9e45-7f463a44c5ed)

PDF - Sellsheet-en-us

Parts & Manuals

Select your model year from the options below to view parts & manuals.

04384 Serial #

418100000-999999999 (/en/parts/partdetails?id=57101)

416862858-418099999 (/en/parts/partdetails?id=56608)

414800659-416862857 (/en/parts/partdetails?id=55390)

414340968-414800658 (/en/parts/partdetails?id=55001)

413000000-414340967 (/en/parts/partdetails?id=54998)

411478301-412999999 (/en/parts/partdetails?id=53468)

410300000-411478300 (/en/parts/partdetails?id=53324)

409700000-410299999 (/en/parts/partdetails?id=52865)

409020000-409699999 (/en/parts/partdetails?id=52345)

408000000-409019999 (/en/parts/partdetails?id=51940)

JUMP TO

407100001-407999999 (/en/parts/partdetails?id=51414)

40426501-409000000 (/en/parts/partdetails?id=48632) <https://www.toro.com/customer-service/customer-support/submit-a-request?RTID=SALES%20CALL%20%2F%20PRODUCT%20DEMO&CID=GREENSMAS...>

403030001-403410000 (/en/parts/partdetails?id=48632)

[401380001-403030000 \(/en/parts/partdetails?id=48096\)](/en/parts/partdetails?id=48096)
[400000000-401380000 \(/en/parts/partdetails?id=46631\)](/en/parts/partdetails?id=46631)
[316000001-316999999 \(/en/parts/partdetails?id=45139\)](/en/parts/partdetails?id=45139)
[315000501-315999999 \(/en/parts/partdetails?id=44196\)](/en/parts/partdetails?id=44196)
[315000001-315000500 \(/en/parts/partdetails?id=43617\)](/en/parts/partdetails?id=43617)
[314004001-314999999 \(/en/parts/partdetails?id=42969\)](/en/parts/partdetails?id=42969)
[314003001-314004000 \(/en/parts/partdetails?id=42581\)](/en/parts/partdetails?id=42581)
[314000001-314003000 \(/en/parts/partdetails?id=41946\)](/en/parts/partdetails?id=41946)
[313000001-313999999 \(/en/parts/partdetails?id=40730\)](/en/parts/partdetails?id=40730)
[312000601-312999999 \(/en/parts/partdetails?id=37955\)](/en/parts/partdetails?id=37955)
[312000201-312000600 \(/en/parts/partdetails?id=37575\)](/en/parts/partdetails?id=37575)
[312000001-312000200 \(/en/parts/partdetails?id=36652\)](/en/parts/partdetails?id=36652)

Warranty

2-Year Limited

04384 Product Warranty

CHOOSE LANGUAGE ▼

**See dealer for Warranty details.

Product Information

[Parts & Manuals \(/en/parts\)](/en/parts)

[Product Registration \(/en/customer-support/product-registration\)](/en/customer-support/product-registration)

[Homeowner Special Offers \(/en/homeowner/promos-res\)](/en/homeowner/promos-res)

[Professional Contractor Special Offers \(/en/professional-contractor/promos-lce\)](/en/professional-contractor/promos-lce)

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[Return Policy \(https://www.toro.com/en/policies/return-policy\)](https://www.toro.com/en/policies/return-policy)

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RESOLUTION NO. 2024-161

A RESOLUTION APPROVING THE PURCHASE OF ONE TORO GREENMASTER 3250-D TEE MOWER FOR THE BAYOU GOLF COURSE THROUGH BUY BOARD CONTRACT 706-23; 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 Toro Greenmaster 3250-D Tee mower through Buy Board Contract 706-23 for the total price of \$52,666.59; and

WHEREAS, the Toro Greenmaster 3250-D Tee mower will be utilized by the Bayou Golf Course.

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 Toro Greenmaster 3250-D Tee mower through Buy Board Contract 706-23 for the total price of \$52,666.59, as set out on the pricing summary worksheet attached hereto as **Exhibit “A”**.

SECTION 2: That this Toro Greenmaster 3250-D Tee mower will be utilized by the Bayou Golf Course.

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

PASSED AND ADOPTED this 20th day of November 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

(10) (a)

Meeting Date: 11/20/2024

Consider and take action on the third 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.

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 third 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.

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

TDAI *Traff Data & Associates. Inc.*

a
Traffic Engineering Advocacy Group

(713) 446-8167

October 7, 2024

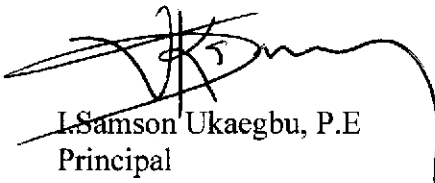
Kim Golden, P.E.
City Engineer
City of Texas City, Texas
7800 Emmett F Lowry Expy.
Texas City, Texas 77591

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

CITY COMMISSION REGULAR MTG

(10) (b)

Meeting Date: 11/20/2024

Chapter 37, Section 16 - Signatures and seals: electronic, digital, and facsimile.

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Authorize the use and acceptance of electronic, digital, or facsimile signatures for city transactions, relating to business, commercial, or governmental affairs, in accordance with the city's policies.

BACKGROUND (Brief Summary)

Except for Resolutions, Ordinances, Minutes and some contracts, which will still require wet signatures, E-signatures offer convenience, efficiency, and environmental benefits such as reducing paper in circulation. They are also helpful in conducting City business in emergencies. Currently, staff members and contractors use e-signatures through Docu-Sign and PDF Signature, but the City has not legally recognized that as a way to transact business. The addition to the Texas City Code of Ordinance will read as follows:

Signatures and seals: electronic, digital, and facsimile.

(a) Signatures.

(1) Authorization.

The City Commission authorizes the use and acceptance of electronic, digital, or facsimile signatures for city transactions, relating to business, commercial, or governmental affairs, in accordance with the city's policy, and state, federal, or other law, as may be amended.

(b) Seals.

(1) Notary public seal of office and other professional seals.

The City Commission authorizes the use and acceptance of an electronic, digital, or facsimile notary public seal of office ("notary seal"), and other professional seals for city electronic transactions, relating to business, commercial, or governmental affairs, in accordance with the city's rules and state law, as may be amended.

(2) City corporate seal.

The City Commission authorizes the use of an electronic, digital, or facsimile corporate seal ("city seal") by the city secretary or his/her designee for electronic transactions, relating to business, commercial, or governmental affairs, in accordance with the city charter, the city's policies, and state law, as may be amended.

RECOMMENDATION

Staff recommends the use and acceptance of electronic, digital, or facsimile signatures for city transactions, relating to business, commercial, or governmental affairs, in accordance with the city's policies.

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 2024-27

AN ORDINANCE AMENDING THE TEXAS CITY CODE OF ORDINANCE TITLE III ENTITLED "ADMINISTRATION," CHAPTER 37, ADDING SECTION 16 - SIGNATURES AND SEALS: ELECTRONIC, DIGITAL, AND FACSIMILE; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS FINAL PASSAGE AND ADOPTION.

WHEREAS, except for Resolutions, Ordinances, Minutes and some contracts, which will still require wet signatures, E-signatures offer convenience, efficiency, and environmental benefits such as reducing paper in circulation.; and

WHEREAS, they are also helpful in conducting City business in emergencies. Currently, staff members and contractors use e-signatures through Docu-Sign and PDF Signature, but the City has not legally recognized that as a way to transact business; and

WHEREAS, the addition to the Texas City Code of Ordinance will read as follows:

Signatures and seals: electronic, digital, and facsimile.

(a) Signatures.

(1) Authorization.

The City Commission authorizes the use and acceptance of electronic, digital, or facsimile signatures for city transactions relating to business, commercial, or governmental affairs in accordance with the city's policy and state, federal, or other law, as may be amended.

(b) Seals.

(1) Notary public seal of office and other professional seals.

The City Commission authorizes the use and acceptance of an electronic, digital, or facsimile notary public seal of office ("notary seal") and other professional seals for city electronic transactions relating to business, commercial, or governmental affairs in accordance with the city's rules and state law, as may be amended.

(2) City corporate seal.

The City Commission authorizes the use of an electronic, digital, or facsimile corporate seal ("city seal") by the city secretary or his/her designee for electronic transactions relating to business, commercial, or governmental affairs, in accordance with the city charter, the city's policies, and state law, as may be amended.

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

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

SECTION 2: That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 3: That this Ordinance shall be passed and adopted on the date of its final third reading and passage and shall become effective from and after its passage and adoption.

PASSED ON FIRST 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 ON SECOND READING 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

PASSED AND FINALLY ADOPTED this 4th day of December 2024.

Dedrick D. Johnson, 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

(10) (c)

Meeting Date: 11/20/2024

Rooftop AC Unit Replacement at Carver and Sanders-Vincent Centers

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

Department: Public Works

Information

ACTION REQUEST

The Parks and Recreation Department is seeking Commission approval for the removal and replacement of three existing roof-top A/C units at both the Sanders-Vincent and Carver Centers by Gowan Mechanical Inc. for the amount of \$392,000.00 utilizing Choice Partners Contract 22/049MF-10. Paid through Account No. 602-401-55010.

BACKGROUND (Brief Summary)

The existing units at Sanders-Vincent and Carver Centers are the original units from when the facilities were built. They have reached their useful life-span and are requiring frequent costly repairs and higher operating costs due to their age. The newer units will provide a more reliable and comfortable environment plus the added benefit of lower energy costs. For more details and specifications of the new systems, please see Exhibit A.

RECOMMENDATION

It is the recommendation of the Public Works Department speaking on behalf of the Parks Department, that the Mayor and City Commission approve the replacement of these six units by Gowan Mechanical.

Fiscal Impact

Attachments

EXHIBIT A
Resolution



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

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

Date: November 4, 2024

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

Quote 12800

ATTENTION: Richard Chacon

Choice Partners 22/049MF-10

RE: Replace 3 Aaon package units with 3 Carrier/ICP/ Coated Evaporator and Condenser coils

Gowan will supply the labor, tools, equipment and supervision to replace remaining 3 Aaon package units with new Carrier/ICP package units. Gowan will remove the existing Johnson Controls control system and install new Pelican Wi-Fi thermostats and unit controller. Gowan will install new pelican actuators and thermostats to control VAV boxes. Carrier/ICP RTU does not match existing unit for fresh air and humidity control. Customer to supply crane for lifting units and curbs. Please feel free to reach out to me if you have any questions.

Scope:

1. Pick up new units
2. Disconnect electrical, ductwork, drains and domestic water piping
3. Lift old units and curbs
4. Replace curbs
5. Reinstall domestic water attached to unit curbs
6. Set new Carrier/ICP units
7. Reconnect existing electrical and ductwork with new transitions.
8. Run drain lines
9. Replace effected insulation on ductwork
10. Install standard Wi-Fi Pelican thermostats in computer room with remote sensors
11. Install controllers and thermostats for VAV boxes
12. Install Dump Damper and controls for VAV system RTU
13. Start units and check operation
14. Clean up work area.
15. Dispose of old units per EPA regulations

Base Price: \$190,000.00 Plus tax if applicable

Adds: 1- 5 Year parts warranty + \$6,000.00

NOTES: Lead time 13 weeks

Customer to modify catwalk if required

Customer to supply crane for lifting

Exclusions Insulation beyond point listed



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

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

Date: November 4, 2024

TO: City of Texas City
Saunders Center
501 4th Ave N
Texas City, Texas 77590

Quote 12801

ATTENTION: Richard Chacon

Choice Partners 22/049MF-10

RE: Replace 3 Aeon package units with 3 Carrier/ICP/ Coated Evaporator and Condenser coils

Gowan will supply the labor, tools, equipment and supervision to replace remaining 3 Aeon package units with new Carrier/ICP package units. Gowan will remove the existing Johnson Controls control system and install new Pelican Wi-Fi thermostats and unit controller. Gowan will install new pelican actuators and thermostats to control VAV boxes. Carrier/ICP RTU does not match existing unit for fresh air and humidity control. Customer to supply crane for lifting units and curbs. Please feel free to reach out to me if you have any questions.

Scope:

1. Pick up new units
2. Disconnect electrical, ductwork, drains and domestic water piping
3. Lift old units and curbs
4. Replace curbs
5. Reinstall domestic water attached to unit curbs
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10. Install standard Wi-Fi Pelican thermostats in computer room with remote sensors
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12. Install Dump Damper and controls for VAV system RTU
13. Start units and check operation
14. Clean up work area.
15. Dispose of old units per EPA regulations

Base Price: \$190,000.00 Plus tax if applicable

Adds: 1- 5 Year parts warranty + \$6,000.00

NOTES: Lead time 13 weeks

Customer to modify catwalk if required

Customer to supply crane for lifting

Exclusions Insulation beyond point listed

RESOLUTION NO. 2024-162

A RESOLUTION APPROVING THE REMOVAL AND REPLACEMENT OF THREE EXISTING ROOF-TOP A/C UNITS AT BOTH THE SANDERS-VINCENT AND CARVER CENTERS BY GOWAN MECHANICAL INC. THROUGH CHOICE PARTNERS CONTRACT 22/049MF-10; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the existing AC units at Sanders-Vincent and Carver Centers are the original units when the facilities were built; and

WHEREAS, the Parks and Recreation Department is seeking Commission approval for the removal and replacement of three existing roof-top A/C units at both the Sanders-Vincent and Carver Centers by Gowan Mechanical Inc. for the amount of \$392,000.00 utilizing Choice Partners Contract 22/049MF-10.

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

SECTION 1: That the City Commission of the City of Texas City hereby accepts the bid from Gowan Mechanical Inc. for the amount of \$392,000.00 utilizing Choice Partners Contract 22/049MF-10, as set out in the proposal attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 20th day of November 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

(10) (d)

Meeting Date: 11/20/2024

Engineering Services For The City of Texas City Water Line Replacement Project - Phase 22

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

Department: Public Works

Information

ACTION REQUEST

Approve and execute an engineering agreement with ARKK Engineer, LLC., from Houston, Texas, for the Water Line Replacement Project - Phase 22.

BACKGROUND (Brief Summary)

ARKK Engineers, LLC. has submitted an Agreement for Services for the engineering services for the Water Line Replacement Project - Phase 22, totaling \$211,175.00. This project is in the 2024-2025 Budget (account # 501705-55690). A copy of the agreement is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute an Agreement for Services with ARKK Engineers, LLC. for the Water Line Replacement Project - Phase 22 for the engineering services from the design phase through all construction phases.

Thank you.

Fiscal Impact

Attachments

Exhibit A
Resolution

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 2024, by and between ARKK Engineers, LLC ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "Water Line Replacement Project – Phase 22 ("Project")".

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

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

4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducibles of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of **\$211,175.00** for Design and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend, and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all

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

13. Home Rule Municipality

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

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

ARKK ENGINEERS, LLC
Consultant

BY: Madhu Kilambi

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

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____
DIRECTOR OF FINANCE



ATTACHMENT "A"

November 8, 2024

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

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's
"Water Line Replacement Project – Phase 22"

Dear Mr. Ballast:

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

GENERAL OVERVIEW

The City of Texas City's water distribution system includes 224 miles of pipe (does not include the new developments on Highway 3 and Lago Mar). Approximately 457,325 L.F. (86.6 miles) of water lines at various locations throughout the City have been replaced to date (including on-going Phase 21) as part of this Waterline Replacement Program and the 2001 Bond Program. Phase 21 of this Water Line Replacement Program is currently under construction and should be complete by April 2025. This Waterline Replacement Project - Phase 22 is a continuation of this program. The water lines selected for replacement have been identified and provided by City staff based on on-going maintenance efforts; deteriorated water lines; recommendations from a modeling study performed previously; problem lines, and some lines not replaced as part of previous projects.

The project budget allocated for the Water Line Replacement Project – Phase 22 is **\$1.6 million**, which includes construction costs, engineering, construction phase services, and other costs. Based on preliminary cost estimates prepared by ARKK, approximately 15,300 L.F. of water lines can be replaced as part of this phase. The estimated construction cost to perform the work is approximately **\$1.389 million**, which includes the water line replacement, service line

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

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

As requested by the City, ARKK will provide one (1) project site representative to observe the construction of both the proposed Water Line Replacement Project - Phase 22 and the Sanitary Sewer Rehabilitation Project - Phase 24 (construction should be occurring concurrently). To facilitate utilizing one project site representative for both the projects, the water line replacement project and the sanitary sewer rehabilitation project will be designed and bid concurrently, and constructed under separate construction contracts. Due to multiple contractors performing construction activities, the site representative will not be present at multiple sites at the same time. The City of Texas City will provide additional City personnel for site support to aid in observing the work. The estimated construction duration for the water line replacement project is 210 calendar days. ARKK's project representative will observe the construction on both the projects that should be occurring simultaneously; the project site representation budget will be affected if construction on both the projects does not occur concurrently. ARKK will coordinate with the City for additional services if this should occur.

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

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

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

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

B. Special Services - Design Phase

1. Reproduction

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

2. Miscellaneous Services

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

II. BID PHASE SERVICES

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

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

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Administration Phase

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

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

B. Special Services – Construction Phase

1. Construction Observation Services:

- Provide a site representative to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. ARKK personnel will coordinate with the City and the Construction Contractor regarding the construction activities. The anticipated construction contract duration for the project is estimated to be 210 calendar days. The construction observation budget is based on providing a project site representative an average of 20 hours/week for 210 calendar days (in conjunction with the Sanitary Sewer Rehabilitation Project – Phase 24).
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- The site representative(s) will be on site daily during construction activity.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The site representative will take periodic photographs of the construction progress and of key items of concern.

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

FEE

The fees for the services are as follows:

Design Phase: Lump Sum Amount of:	\$99,750.00
Reproduction Budget: Lump Sum Amount of:	\$ 950.00
Miscellaneous Services: Hourly and cost plus 10%:	\$5,000.00
Bid Phase Services: Lump Sum Amount of:	\$3,250.00
Construction Administration Services: Lump Sum Amount of:	\$29,475.00
*Construction Observation Services: Hourly and cost plus 10%:	<u>\$72,750.00</u>
Total All Services	\$211,175.00

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

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

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

Sincerely,

ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.

Senior Project Manager / Principal

cc: Mr. Jack Haralson – City of Texas City

ATTACHMENT "B"

INSURANCE LIMITS

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

RESOLUTION NO. 2024-163

A RESOLUTION APPROVING AN AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC. FOR THE WATER LINE REPLACEMENT PROJECT - PHASE 22 FOR ENGINEERING SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, ARKK Engineers, LLC. has submitted an Agreement for Services for the Water Line Replacement Project - Phase 22, for the total sum of \$211,175.00. This includes the design phase, bid phase, construction administration services, construction materials testing, construction observation, and construction evaluation services; and

WHEREAS, funds for this project are made available in the 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 accepts the agreement for Services for the Water Line Replacement Project - Phase 22 from ARKK Engineers, LLC.

SECTION 2: That the Mayor is hereby authorized to enter into an agreement with ARKK Engineers, LLC. for the price in **Exhibit "A"** attached hereto and made a part hereof for all intents and purposes and authorizing the Mayor to approve change orders, not to exceed 25% of the total contract price, without taking the matter before the City Commission.

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

PASSED AND ADOPTED this 20th day of November 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

(10) (e)

Meeting Date: 11/20/2024

Engineering Services For The City Of Texas City Sanitary Sewer Rehabilitation Project - Phase 24

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

Department: Public Works

Information

ACTION REQUEST

Approve the execution of an Engineering Service Agreement with ARKK Engineers, LLC., from Houston, Texas, for the Sanitary Sewer Rehabilitation Project - Phase 24.

BACKGROUND (Brief Summary)

ARKK Engineers, LLC. has submitted an Agreement for Services for the Sanitary Sewer Rehabilitation Project - Phase 24, for the total sum of \$229,540.00. This includes design phase, bid phase, construction administration services, construction materials testing, construction observation, and construction evaluation services.

Funds for this project are made available in the 2024 / 2025 City of Texas City Budget (account # 501702-55680). A copy of this agreement is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute the Agreement for Services with ARKK Engineers, LLC. on behalf of the City Commission, for the Sanitary Sewer Rehabilitation Project - Phase 24.

Thank you.

Fiscal Impact

Attachments

Exhibit A

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 2024, by and between ARKK Engineers, LLC ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "Sanitary Sewer Rehabilitation Project - Phase 24 ("Project")".

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

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

4. **Instruments of Service** - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducibles of any information prepared for this *Project*.
5. **Fee** - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of **\$229,540** for Design and Construction Phase Services.
6. **Payment and Fee Schedule** - The *Consultant* will submit a monthly invoice for services rendered.
7. **Terms of Payment** - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. **Additional Services** - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. **Insurance** - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. **Termination** - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. **Governing Law** - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. **Indemnification** - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all

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

13. Home Rule Municipality

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

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

ARKK ENGINEERS, LLC
Consultant

BY: Madhu Kilambi

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

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____

DIRECTOR OF FINANCE



ATTACHMENT "A"

November 8, 2024

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

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's
"Sanitary Sewer Rehabilitation Project – Phase 24".

Dear Mr. Ballast:

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

GENERAL OVERVIEW

The Sanitary Sewer Rehabilitation Project – Phase 24 project is a continuation of an ongoing program underway in the City of Texas City (City). Phase 23 of this Sanitary Sewer Rehabilitation Program is currently under construction. Approximately 554,740 L.F. of sanitary sewer lines (approximately 105.1 miles) at various locations throughout the City have been rehabilitated or replaced to date as part of this program (including on-going Phase 23 Project that is currently under construction).

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

The project budget allocated for the Sanitary Sewer Rehabilitation Phase 24 Project is **\$1.5 million**, which includes construction costs, engineering, construction phase services and other costs.

Based on a preliminary cost estimate prepared by ARKK, it is estimated that approximately **18,600 L.F. of 6" through 15" sanitary sewers** can be rehabilitated as part of this phase. The estimated construction cost to perform this work is approximately **\$1.271 million** which includes the sanitary line rehabilitation, manhole rehabilitation, service line replacement (to the right of way), and associated work. Based on updated construction costs developed by ARKK during the design phase, ARKK in consultation with City may add or delete rehabilitation design of sanitary sewer lines. Addition of sanitary sewer lines will be accomplished by including an add alternate to this bid package. This add alternate will be recommended for award if competitive bids are received from rehabilitation contractors and adequate budget is available to add the alternate bid.

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

It is City's desire that ARKK provide one (1) project site representative to observe the construction of both the Sanitary Sewer Rehabilitation Project – Phase 24 and the proposed Water Line Replacement Project – Phase 22. As discussed with City staff, the water line replacement project and the sanitary sewer rehabilitation project will be designed and bid concurrently, and constructed under separate construction contracts during the same time frame. This will allow utilizing one project site representative for both projects. Due to multiple contractors performing construction activities, the site representative cannot be present at various sites at the same time. The City of Texas City will continue to provide additional City personnel for site support to aid in observing the work. The estimated construction duration for the Sanitary Sewer Rehabilitation Project – Phase 24 is 210 calendar days. ARKK's project representative will observe the construction on both the projects that should be occurring simultaneously; the project site representation budget will be affected if constructions on both the projects do not occur concurrently. ARKK will coordinate with the City for additional services if this should occur.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, and other services necessary to support the project. The proposal is separated into Basic Services and Special Services. Geotechnical investigation will not be performed for this project. Geotechnical data from the recently completed projects in the

vicinity (if available) will be utilized to aid with the design. However, if it is determined that geotechnical investigation is necessary; ARKK will submit a separate proposal to the City.

SCOPE OF SERVICES

I. DESIGN PHASE

A. Design Services

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

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

B. Special Services –Design Phase

1. Reproduction

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

2. Miscellaneous Services

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

II. BID PHASE SERVICES

- Assist the City in obtaining bids for the project. The City of Texas City will arrange for the newspaper advertisement and will absorb the related advertising costs charged by the local newspaper. ARKK will assist the City in developing the wording of the advertisement.
- Dispense construction documents via the Civcast online plan room (by Amtek USA) to prospective bidders.

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

III. CONSTRUCTION PHASE SERVICES

A. Basic Services - Construction Administration Services:

- Prepare four sets of contracts for execution by the successful bidder.
- Review and submit the contract documents to City for execution.
- Prepare an agenda for the pre-construction conference.
- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders as necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Part time site representation is not included in this scope.

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

B. Special Services – Construction Phase

1. Construction Evaluation Services

- Review pre-rehabilitation television inspection data provided by the construction Contractor and verify the method of rehabilitation. Approximately 18,600 L.F. of sanitary sewer pipe video data will be reviewed as part of this project. The actual footage of lines that will be reviewed will not be known until the completion of the pre-television inspection efforts by the construction contractor.
- Provide documentation of the review and coordinate with the Contractor during construction. Evaluation of the pre-rehabilitation television inspection provides the City access to the Contractor's pre-construction video inspection data and provides the City the ability to verify the rehabilitation prior to the construction contractor performing the work.
- Coordinate the rehabilitation efforts with the construction Contractor.
- Review post-rehabilitation television inspection data of approximately 18,600 L.F. of sanitary sewer pipe. Evaluation of post construction inspection video data provides a good measure of quality control.

- Coordinate the findings of the post-rehabilitation television inspection data review efforts with the City.

2. Construction Observation Services

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

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

FEE

The fees for the services are as follows:

Design Services: Lump Sum amount of:	\$94,615.00
Reproduction: lump sum amount of:	\$900.00
Bid Phase: lump sum amount of:	\$3,250.00
Miscellaneous Services: Hourly and cost plus 10%:	\$5,000.00
Construction Administration Services: lump sum amount of:	\$ 23,650.00
*Construction Observation: Hourly and cost plus 10%:	\$72,750.00
Construction Evaluation Services: lump sum amount of:	<u>\$29,375.00</u>
Total Fee	\$229,540.00

The anticipated construction contract duration for the project is estimated to be 210 calendar days. The construction observation budget is based on providing a site representative an average of 20 hours/week for 210 calendar days (in conjunction with the Water Line Replacement Phase 22 Project). The fee includes hourly costs for a site representative, and vehicle charge of \$40/day. Hourly charges for site representative shall be charged based on a

raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

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

Sincerely,

ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.

Senior Project Manager / Principal

cc: Mr. Jack Haralson – City of Texas City

ATTACHMENT "B"

INSURANCE LIMITS

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

CITY COMMISSION REGULAR MTG

(10) (f)

Meeting Date: 11/20/2024

Approval of Contractor for Lago Mar 24" Force Main Phase2 and Lago Mar East 16" Force Main Phase 2B

Submitted For: Dj Hutchinson, Public Works

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

The Public Works Department is seeking approval for entering into a contract with Blaze Construction Services, LLC for the aforementioned Lago Mar Sewer Line Project.

BACKGROUND (Brief Summary)

Eleven bids were received for this project on November 6, 2024. Blazey Construction, LLC was the low bid in the amount of \$5,327,471.00. This project will be funded through Account No.256702-55680-25603 and is necessary for increased capacity of the sewer system to keep up with the continued growth of new homes and business in the Lago Mar area. See (Exhibit A) for bid tabulation and Quiddity Engineering's recommendation.

RECOMMENDATION

It is the recommendation of the Public Works Department and Quiddity Engineering that the Mayor and City Commission approve entering into a contract with Blazey Construction, LLC for this project.

Fiscal Impact

Attachments

EXHIBIT A
Resolution



6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
www.quiddity.com

November 11, 2024

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

Re: Lago Mar 24-Inch Force Main – Phase 2 and
Lago Mar East Offsite 16-Inch Force Main – Phase 2B
City of Texas City
Sanitary Sewer Impact Fees
TIN No. 17460023843

Dear Mr. Haralson:

Bids were received for the referenced contract in the City of Texas City offices on November 6, 2024 at 10:00 AM. Bids were publicly opened and read at that time.

Eleven contractors submitted proposals for this work. A summary tabulation of the bids is enclosed for your review. Blazey Construction Services, LLC Inc submitted the lowest base bid proposal in the amount of \$5,327,471.00.

We have worked with Blazey Construction Services, LLC in the past and find them to be an acceptable contractor. We recommend the referenced contract be awarded to Blazey Construction Services, LLC on the basis of their Base Bid proposal in the amount of \$5,327,471.00.

If you have any questions, please feel free to contact us at 713.777.5337.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Olf", written over a horizontal line.

David Olf, PE
Project Manager

DAO

K:\12020\12020-0129-00 Lago Mar 24-Inch Force Main - Phase 2\3 Construction Phase\Contract Documents\1-ROA\ROA - 12020-0129-00 & 18011-0007-02.docx

Enclosure

Cc: Blazey Construction Services, LLC



BID TABULATION SHEET

BIDS WERE RECEIVED IN THE OFFICE OF

Construction of Lago Mar 24-Inch Force Main - Phase 2 and
Lago Mar East Offsite 16-Inch Force Main - Phase 2B

City of Texas City

City of Texas City

Time: 10:00 AM

Public Bid

Texas City No. 2025-463 / Quiddity Job No. 12020-0129-00 & 18011-0007-02

Date: 11/6/2024

	BIDDERS							
	Blazey Construction Services, LLC	V&S Construction Company	Cracon, Inc.	T Construction, LLC	ISJ Underground Utilities, LLC	To-Mex Construction, LLC	Reddico Construction Company, Inc.	Pate Garver, LP
Base Bid Total	\$5,327,471.00 *	\$5,490,519.00	\$5,647,677.00 *	\$5,688,817.10	\$5,810,194.40	\$5,876,283.00	\$6,472,939.00	\$6,731,259.00 *
Texas City Pro-Rata Share Base Bid	\$3,267,948.39	\$3,274,489.26	\$3,468,338.09	\$3,543,937.34	\$3,758,824.64	\$3,655,422.52	\$3,885,954.24	\$4,260,562.17
Developer Pro-Rata Share Base Bid	\$2,059,522.61	\$2,216,029.74	\$2,179,338.91	\$2,144,879.76	\$2,051,369.76	\$2,220,860.48	\$2,586,984.76	\$2,470,696.83
Bid Security	✓	✓	✓	✓	✓	✓	✓	✓
Subcontractors and Major Suppliers Form	✓	✓	✓	✓	✓	✓	✓	✓
Statement of Qualifications	✓	✓	✓	✓	✓	✓	✓	✓
Financial Statement		✓	✓	✓	✓	✓	✓	✓
Conflict of Interest Questionnaire	✓	✓	✓	✓	✓	✓	✓	✓
1295 Form	✓	✓	✓	✓	✓	✓	✓	✓
Addendum No. 1	✓	✓	✓	✓	✓	✓	✓	✓

* Denotes mathematical error by contractor



BID TABULATION SHEET

BIDS WERE RECEIVED IN THE OFFICE OF

Construction of Lago Mar 24-Inch Force Main - Phase 2 and
Lago Mar East Offsite 16-Inch Force Main - Phase 2B

City of Texas City

City of Texas City

Time: 10:00 AM

Public Bid

Texas City No. 2025-463 / Quiddity Job No. 12020-0129-00 & 18011-0007-02

Date: 11/6/2024

BIDDERS

	Carter Construction, LLC	Jimerson Underground Inc.	Ballast Point Construction Inc.					
Base Bid Total	\$6,844,474.00 *	\$6,945,965.90 *	\$6,950,080.00 *					
Texas City Pro-Rata Share Base Bid	\$4,076,078.65	\$4,138,961.27	\$4,248,828.74					
Developer Pro-Rata Share Base Bid	\$2,768,395.35	\$2,807,004.63	\$2,701,251.26					
Bid Security	✓	✓	✓					
Subcontractors and Major Suppliers Form	✓	✓	✓					
Statement of Qualifications	✓	✓	✓					
Financial Statement	✓	✓	✓					
Conflict of Interest Questionnaire	✓	✓	✓					
1295 Form	✓	✓	✓					
Addendum No. 1	✓	✓	✓					

* Denotes mathematical error by contractor

RESOLUTION NO. 2024-165

A RESOLUTION APPROVING A CONTRACT WITH BLAZE CONSTRUCTION SERVICES, LLC FOR THE LAGO MAR 24" FORCE MAIN PHASE 2 AND LAGO MAR EAST 16" FORCE MAIN PHASE 2B PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, eleven bids were received for this project on November 6, 2024. Blazey Construction, LLC was the lowest bid in the amount of \$5,327,471.00; and

WHEREAS, this project will be funded through the adopted 2024/2025 Fiscal Year budget and is necessary for the increased capacity of the sewer system to keep up with the continued growth of new homes and businesses in the Lago Mar area.

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 accepts the agreement from Blaze Construction Services, LLC for the Lago Mar 24" Force Main Phase 2 and Lago Mar East 16" Force Main Phase 2B project.

SECTION 2: That the Mayor is hereby authorized to enter into an agreement with Blaze Construction Services, LLC for the price shown in **Exhibit "A"** attached hereto and made a part hereof for all intents and purposes and authorizing the Mayor to approve change orders, not to exceed 25% of the total contract price, without taking the matter before the City Commission.

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

PASSED AND ADOPTED this 20th day of November 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

(10) (g)

Meeting Date: 11/20/2024

Bid # 2025-466 Sheet Pile Replacement Project at Pump Stations A and B

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

Department: Public Works

Information

ACTION REQUEST

Approve and award a contract for bid no. 2025-466 Sheet Pile Replacement Project at Pump Stations A & B to Carlson McClain Construction Company, LLC., of Woodlands, Texas.

BACKGROUND (Brief Summary)

Bid # 2025-466 Sheet Pile Replacement Project At Pump Stations A & B was advertised in the local area newspaper on October 17, 2024 and October 24, 2024. Bid packets were made available via CIVCASTUSA. Bids were received and opened on November 7, 2024, at 11:00 a.m. local time. The lowest responsible bid came from Carlson McClain Construction Company, LLC., of Woodlands, Texas, for the total bid amount of \$1,768,500.00. This project will be financed with assistance from the GLO under the U.S. Department of Housing and Urban Development CDBG - MIT program, contract no. 22-085-017-D253.

Verified account numbers on the 2024/2025 annual budget are:

242303-55350-24201 for Station A

242303-55350-24202 for Station B

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

RECOMMENDATION

It is the recommendation of the Public Works Department to award bid no. 2025-466 Sheet Pile Replacement Project at Pump Stations A & B, to Carlson McClain Construction Company, LLC., of Woodlands, Texas, for the total bid amount of \$1,768,500.00, and that the Mayor be authorized to execute a contract on behalf of the City Commission.

Thank you.

Fiscal Impact

Attachments

Exhibit A
Resolution



November 11, 2024

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

Re: **Letter of Recommendation for the Sheet Pile Replacement Project at Pump Stations 'A' & 'B' - CDBG MIT – GLO Contract No. 22-085-017-D253 BID #2024-461**
City of Texas City
ARKK Job No. 22-025

Dear Mr. Haralson:

On November 7, 2024, the City of Texas City received three (3) bids for the above referenced project. This project involves construction of approximately 145 linear feet of sheet piling lining the outfall of Rainwater pump station 'A' and approximately 100 linear feet of sheet piling lining the outfall of Rainwater pump station 'B'.

The bid from Piling Inc. was deemed non-responsive and therefore was not considered in this evaluation. As a result, the evaluation was conducted based on the remaining two responsive bids. The bids were thoroughly checked for mathematical accuracy and compliance with bid requirements. A summary of the bids received for the project is included below:

<u>Bidder</u>	<u>Total Amount</u>
Carlson McClain Construction Company, LLC.	\$1,768,500.00
Texas Gulf Construction	\$2,123,550.00

Based on the information submitted, **Carlson McClain Construction Company, LLC.** is the apparent low bidder with a total bid of \$1,768,500.00.

Carlson McClain Construction Company, LLC.

Carlson McClain Construction Company, LLC. was established in June of 2022 by Mr. Logan Carlson. Mr. Logan Carlson has performed several projects of similar nature while working as a Project Manager for Orion Marine Group. Since the establishment of Carlson McClain Construction Company, LLC., **the project team members have worked on the following projects:**

- **Port of Port Arthur Wharf 6:**
 - Installation of 1,000 LF of sheet pile tie back system
- **Cedar Bayou Shoreline Sheet Pile Wall:**
 - Cleared existing shoreline and installed 600 LF of NZ19 sheet piles with HP14x3 batter pile tie backs and waler system
- **HFOT SD 5:**
 - Installation of 1,100 LF of Pip-Z combi-wall with Nz26 sheet pile tie back wall with tie rods and waler system
- **Enterprise Channelview Sheet Pile Wall:**
 - Installation of 1,510 LF of sheet piles for a tugboat facility
- **KM Export Terminal:**
 - Installation of 2,300 LF of NZ26-700N sheet piles along the Houston Ship Channel and Vince Bayou
- **City of Oak Ridge – North Robinson Road Utility Extension:**
 - Installation of water line, drainage, and sanitary sewer for new/future development
- **Barton Creek Ranch Detention Rehabilitation:**
 - Excavation of approximately 20,000 CY, installation of 1,700 LF of concrete pilot channel, installation of 24” to 36” RCP storm sewer, storm junction boxes and outfalls.

ARKK and City staff met with Carlson McClain Construction Company, LLC.’s management team to have a detailed discussion of the project requirements and expectations. Carlson McClain Construction Company’s management team presented their proposed plan to ARKK and the City of Texas City and provided information that shows that the management team has extensive experience with projects of similar nature and scope and have completed numerous similar projects while working with their former employer Orion Marine Group. Carlson McClain Construction Company, LLC.’s management team submitted the following for consideration:

- Project schedule, indicating the construction completed within the allotted time.
- Commitment letter from the proposed bonding company (McCauley Bond Agency) that the project will be bonded by Great Midwest Insurance Company should the project be awarded to Carlson McClain Construction Company
- Commitment letters from material suppliers regarding account status and readiness to provide materials
- Commitment letters from equipment suppliers regarding account status and readiness to provide machinery
- Resumes of key personnel from Carlson McClain Construction Company
- Statement of Qualifications, including projects of similar scope and size completed while working with former employer (Orion Marine Group)
- Resumes of key personnel from Carlson McClain
- Financial Documents, including balance sheet and profit/loss statements
- Texas Historically Underutilized Business (HUB) Certificate

RECOMMENDATION

In developing our recommendation for the award of the project, we have recognized that there is a risk in awarding a project to a newly organized firm that does not yet have a proven track record on its own. To evaluate the risk vs. reward to the City of Texas City, we have taken the following into account:

1. The management team has a long and proven track record of managing, staffing, and constructing civil engineering projects like this one.
2. The firm can secure the required performance and payment bonds, thus providing a greater level of assurance to the City that the project will be completed should Carlson McClain Construction Company is not successful for any reason.
3. The firm has secured commitments for equipment and supplies needed to perform the work.

Carlson McClain's management team has communicated to ARKK Engineers and City Staff that they fully understand the project's scope, as well as the expectations and requirements outlined in the contract. They have expressed confidence in their qualified personnel and relevant experience to successfully complete the work within the allocated contract time. Additionally, Carlson McClain affirmed their commitment to the bid and conveyed enthusiasm for the opportunity to work with the City of Texas City.

Based on the above, **Carlson McClain Construction Company, LLC.** appears to be a responsible firm that can perform the specified work in a satisfactory manner. We recommend that the City of Texas City award the **Sheet Pile Replacement Project at Pump Stations 'A' & 'B' to Carlson McClain Construction Company, LLC. for a total amount of \$1,768,500.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



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

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER		TEXAS GULF CONSTRUCTION CO.	
				CARLSON MCCLAIN CONSTRUCTION COMPANY, LLC.			
(A) GENERAL ITEMS							
1	Mobilization (Not to Exceed 3% of Total Bid):	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00
2	Storm Water Pollution Prevention Plan (SWPPP), Including Reinforced Filter Fabric Fencing, Complete in Place, the Sum of:	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 10,950.00	\$ 10,950.00
3	Site Restoration, Including Block Sodding of All Disturbed Areas, Complete in Place, the Sum of:	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 29,995.00	\$ 29,995.00
4	Project Identification Signs, Including GLO Signage Requirements, Complete in Place, the Sum of:	EA	2	\$ 14,600.00	\$ 29,200.00	\$ 2,150.00	\$ 4,300.00
(A) SUB-TOTAL GENERAL ITEMS:				\$	133,200.00	\$	105,245.00
(B) PUMP STATION A ITEMS							
5	PZ 27 A 572 50 ksi Sheet Piles, Including Coating of the Sheet Piling with Interzone 485 Epoxy, Bends, Cutting Existing Sheet Piling, Excavation and Fill for Wall Pressure Relief, and Any Required Removal of Existing Sheet Piling, all Depths, Complete in Place, the Sum of:	SF	3,500	\$ 138.00	\$ 483,000.00	\$ 142.50	\$ 498,750.00
6	Installation of Sheet Pile Cap as per Detail, Complete in Place, the Sum of:	LF	150	\$ 472.00	\$ 70,800.00	\$ 750.00	\$ 112,500.00
7	Installation of Sheet Pile Tie-Back System for Section L-L as per Details, Including Removal of existing Wale and Replacement with New Wale, and Connection Back to Existing Tie Back Anchor, all Lengths, Complete in Place, the Sum of:	LS	1	\$ 132,000.00	\$ 132,000.00	\$ 29,305.00	\$ 29,305.00
8	Installation of Sheet Pile Tie-Back System for Section O-O as per Details, Including Removal of existing Wale and Replacement with New Wale, and Connection Back to Existing Tie Back Anchor, all Lengths, Complete in Place, the Sum of:	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 16,200.00	\$ 16,200.00
9	Remove & Replace 6" Thick Reinforced Concrete Discharge Channel Concrete, Complete in Place, the Sum of:	SY	100	\$ 237.00	\$ 23,700.00	\$ 417.00	\$ 41,700.00
10	Seal Slab, 4" Thick Unreinforced Concrete, 3000 psi 7 Day Compressive Strength, Complete in Place, the Sum of:	SY	100	\$ 215.00	\$ 21,500.00	\$ 115.00	\$ 11,500.00
11	Remove Existing Handrail and Replace with New 1 1/2" Schedule 40 Hot-Dipped Galvanized Steel Handrail On Top of Pile Cap, Including Installation and Coatings as Per Detail, Complete in Place, the Sum of:	LF	150	\$ 72.00	\$ 10,800.00	\$ 169.00	\$ 25,350.00
12	Install, Maintenance, and Removal (Including Temporary Removal During Storm Events) of Cofferdam and Dewater for the duration of the project.	LS	1	\$ 35,600.00	\$ 35,600.00	\$ 104,075.00	\$ 104,075.00
13	Well Pointing for the Concrete Sill Construction (All Sizes, All Depths), Complete in Place, the Sum of:	LF	150	\$ 58.00	\$ 8,700.00	\$ 495.00	\$ 74,250.00
(B) SUB-TOTAL PUMP STATION A ITEMS:				\$	851,100.00	\$	913,630.00
(C) PUMP STATION B ITEMS							
14	PZ 27 A 572 50 ksi Sheet Piles, Including Coating of the Sheet Piling with Interzone 485 Epoxy, Bends, Cutting Existing Sheet Piling, Excavation and Fill for Wall Pressure Relief, and Any Required Removal of Existing Sheet Piling, all Depths, Complete in Place, the Sum of:	SF	3,400	\$ 138.00	\$ 469,200.00	\$ 142.50	\$ 484,500.00
15	Installation of Sheet Pile Cap as per Detail, Complete in Place, the Sum of:	LF	100	\$ 555.00	\$ 55,500.00	\$ 750.00	\$ 75,000.00
16	Remove & Replace 6" Thick Reinforced Concrete Discharge Channel Concrete, Complete in Place, the Sum of:	SY	50	\$ 237.00	\$ 11,850.00	\$ 417.00	\$ 20,850.00
17	Seal Slab, 4" thick unreinforced concrete, 3000 psi 7 day compressive strength, Complete in Place, the Sum of:	SY	50	\$ 215.00	\$ 10,750.00	\$ 115.00	\$ 5,750.00
18	Remove Existing Handrail and Replace with New 1 1/2" Schedule 40 Hot-Dipped Galvanized Steel Handrail On Top of Pile Cap, Including Installation and Coatings as Per Detail, Complete in Place, the Sum of:	LF	100	\$ 73.00	\$ 7,300.00	\$ 169.00	\$ 16,900.00
19	Install, Maintenance, and Removal (Including Temporary Removal During Storm Events) of Cofferdam and Dewater for the duration of the project.	LS	1	\$ 35,600.00	\$ 35,600.00	\$ 104,075.00	\$ 104,075.00
20	Well Pointing for the Concrete Sill Construction (All Sizes, All Depths), Complete in Place, the Sum of:	LF	100	\$ 58.00	\$ 5,800.00	\$ 742.00	\$ 74,200.00
21	Installation, Maintenance, and Removal of the Temporary Access Crossing (Minimum 20' Wide x 160' Long x 6' Deep) to Facilitate Access to the East Side of Pump Station B, Including Installation and Removal of 3 - 60' Long 48" Culverts, Installation and Removal of Fill Material Provided by the City to be Loaded and Moved from the City's Nearby Storage Yard, and Wooden Matting and Steel Plates, Complete in Place, the Sum of:	LS	1	\$ 170,000.00	\$ 170,000.00	\$ 308,900.00	\$ 308,900.00
(C) SUB-TOTAL PUMP STATION B ITEMS:				\$	766,000.00	\$	1,090,175.00
(D) SUPPLEMENTAL ITEMS							
22	Install Extra Cement Stabilized Sand Backfill, Complete in Place, the Sum of:	CY	250	\$ 62.00	\$ 15,500.00	\$ 50.00	\$ 12,500.00
23	Install Extra Bank Sand Backfill, Complete in Place, the Sum of:	CY	100	\$ 27.00	\$ 2,700.00	\$ 20.00	\$ 2,000.00
(D) SUB-TOTAL SUPPLEMENTAL ITEMS:				\$	18,200.00	\$	14,500.00
TOTAL AMOUNT BID (A + B + C + D):				\$	1,768,500.00	\$	2,123,550.00
MATHEMATICAL ERROR CORRECTED BY ENGINEER							

RESOLUTION NO. 2024-166

A RESOLUTION APPROVING THE CONTRACT FOR BID NO. 2025-466 SHEET PILE REPLACEMENT PROJECT AT PUMP STATIONS A & B; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Bid No. 2025-466 Sheet Pile Replacement Project At Pump Stations A & B was advertised in the local area newspaper on October 17, 2024, and October 24, 2024. Bid packets were made available via CIVCASTUSA. Bids were received and opened on November 7, 2024, at 11:00 a.m. local time; and

WHEREAS, the lowest responsible bid came from Carlson McClain Construction Company, LLC., of Woodlands, Texas, for the total bid amount of \$1,768,500.00. This project will be financed with assistance from the GLO under the U.S. Department of Housing and Urban Development CDBG - MIT program, contract no. 22-085-017-D253.

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 bid from Carlson McClain Construction Company, LLC., of Woodlands, Texas, for the total bid amount of \$1,768,500.00, as set out in the bid tabulation attached hereto as **Exhibit “A”**

SECTION 2: That the Mayor is authorized to execute a contract on behalf of the City Commission.

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

PASSED AND ADOPTED this 20th day of November 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