

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

FIRST AMENDED AGENDA

WEDNESDAY, MARCH 5, 2025 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE: Public comments are limited to posted agenda items only and 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) Promotion of Fire Captain Micah Voight to Battalion Chief
- (5) REPORTS
 - (a) Fire Inspection Prevention Report (Fire Marshal)
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA
 - (a) Approve City Commission Minutes for the February 19, 2025 meeting. (City Secretary)
 - (b) Consider and take action on Resolution No. 2025-023, suspending the April 19, 2025, effective date of the GRIP Rate Increases proposed by CenterPoint Energy for the maximum period allowed by Texas Utilities Code 104.301 (a). (Management Services)

- (c) Consider and take action on Resolution No. 2025-024, awarding a reconstruction contract to AMS Construction in response to ITB No. 2025-469 Housing Reconstruction 31261. (Community Development & Grants Administration)
 - (d) Consider and take action on Resolution No. 2025-025, approving the revised Circulation Policy as presented by the Moore Memorial Library. (Library)
 - (e) Consider and take action on Resolution No. 2025-026, awarding a reconstruction contract to Dale Construction and Renovation in response to ITB No. 2025-470. (Community Development & Grants Administration)
 - (f) Consider and take action on Resolution No. 2025-027, approving an Interlocal Purchase Agreement between the City of Texas City and the Texas City Independent School District (TCISD). (Finance)
 - (g) Consider and take action on Resolution No. 2025-028, appointing a member to the Library board. (City Secretary)
- (8) REGULAR ITEMS
- (a) Consider and take action on the third and final reading of Ordinance No. 2025-04, amending Texas City Code of Ordinances Section 155 to add Kiosk Signs as an Allowable Sign. (City Engineer)
 - (b) Consider and take action on Resolution No. 2025-029, approving the City of Texas City to enter into a contract with Mar-Con Services for the completion of the South Point Drainage Improvements Project. (CDBG DR - GLO Contract No. 22-119-003-D373)(Public Works)
 - (c) Consider and take action on Ordinance No. 2025-08, authorizing the issuance of City of Texas City, Texas, Certificates of Obligation, Series 2025. (Finance)
- (9) COMMISSIONERS' COMMENTS
- (10) MAYOR'S COMMENTS
- (11) ADJOURNMENT

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

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

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON FEBRUARY 28, 2025, 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: 03/05/2025

Battalion Chief promotion

Submitted For: Dennis Harris, Fire Department

Submitted By: Cynthia Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Promotion of Fire Captain Micah Voight to Battalion Chief

BACKGROUND (Brief Summary)

Promotion of Fire Captain Micah Voight to Battalion Chief

RECOMMENDATION

Promotion of Fire Captain Micah Voight to Battalion Chief

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 03/05/2025

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Fire Inspection Prevention Report (Fire Marshal)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report





What we do

- The Fire Marshal's Office is responsible for fire and life safety in Texas City.



The Fire Marshal's Office issues many types of permits including, but not limited to, fire alarm system permits, fire sprinkler permits, fuel dispensing, fuel storage, and many more. These permits expire annually and require reinspection prior to re-issue of the permit.

- Our Division is responsible for routine inspections for every business in the city, this includes everything from Little Ceasar's Pizza, to HCA Mainland, to fireworks displays.
- In calendar year 2024, we performed approximately 900 inspections.



- The Texas City Fire Marshal's Office organizes and participates in Fire Prevention Month every October providing fire safety education to all elementary age children in Texas City, this means approximately 3100 students were taught basic fire principles in 2024.



- Texas City Fire Marshal's Office is also the public outreach division of Texas City Fire Department. This past Christmas, Sparky the Fire Dog delivered gifts to local adult daycare facilities along with some of the homeless population around town.





- Along with all those items, we are the investigative arm of the Texas City Fire Department. Last year alone, TCFD responded to 175 fire calls in the city.
- Every fire is thoroughly investigated and documented appropriately.
- Fire fatalities are the most tragic outcome, and we are committed to doing everything possible to prevent the loss of life. Despite our best efforts, we experienced one tragic fatality last year.



- The Fire Marshal's Office also oversees Neighborhood Improvement Services for Texas City.
- Texas City has made notable progress since NIS has been put under Fire Department purview.
- Statistics for Neighborhood Improvement Services will be provided during their annual presentation later this year.

The Texas City Fire Marshal's Office had some large projects last year. Especially this one

Green Villas Mobile Home Park



Constant Training

- Being a member of the Fire Marshal's Office in Texas City involves much more than conducting inspections. Every member is a certified firefighter and either an EMT or a paramedic. We are also required to obtain our Code Enforcement Officer certification through TDLR and be commissioned peace officers. Maintaining these certifications and licenses requires over 100 hours of continuing education annually, ensuring that we are constantly learning and improving every day.

Any Questions?



CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 03/05/2025

Submitted For: Renee Edgar, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for the February 19, 2025 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

February 19, 2025 Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, FEBRUARY 19, 2025 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, FEBRUARY 19, 2025, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

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

Absent: Thelma Bowie, Commissioner At-Large, Mayor Pro Tem

2. INVOCATION

Led by Tim Herd, Minister at The Fellowship Church.

3. PLEDGE OF ALLEGIANCE

Led by DeAndre' Knoxson, Commissioner District 1.

4. PROCLAMATIONS AND PRESENTATIONS

- a. Service Awards
George Slaughter Waste Water Treatment Plant 02/21/2005 20 years
- b. Proclaiming February as Black History Month.
The Mayor read the proclamation.

5. REPORTS

- a. Racial Profiling Report (Marshal's Office)
Tammy Odom, Court Administrator, gave a PowerPoint presentation.

b. Quarterly Investment Report (Finance)

Cynthia Rushing, Chief Financial Officer, gave a PowerPoint presentation.

Keith Love, Commissioner District 2, asked how long the funds would stay in the T-Bill.

Cynthia Rushing, Chief Financial Officer, reassured the commissioners that the funds were only staying in the T-Bill for a few months.

6. PUBLIC COMMENTS

The following members of the public requested to address the City Commission: Chris Johnson, Nick Coil, Jose Boix, and Brian Goetschius.

7. CONSENT AGENDA

Commissioner District 4, Jami Clark, made a motion to approve Consent Agenda items 7a, c, d, and g. The motion was seconded by Commission District 3, Chris Sharp. Consent Agenda items 7b, e, and f were pulled to be voted on separately.

a. Approve City Commission Minutes for the February 5, 2025 meeting. (City Secretary)

Vote: 6 - 0 CARRIED

b. Consider and take action on Resolution No. 2025-017, appointing various applicants to boards, commissions, and committees to fill vacancies. (City Secretary)

DeAndre' Knoxson, Commissioner District 1, pulled the items in hopes of meeting the people being appointed to the various boards.

Rhomari Leigh, City Secretary, announced the following board placements: Christopher Wilcox to the CDBG Citizens Advisory Committee and Keep Texas City Beautiful, Amanda Barker to the Texas City Recreation and Tourism Board, Fatima Naeem to the Texas City Recreation and Tourism Board, and Nathan Exom to the Texas City Historical Preservation Corp. (None were in attendance, but they were not required to attend the City Commission meeting.)

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

Vote: 6 - 0 CARRIED

c. Consider and take action on Resolution No. 2025-018, authorizing a purchase to Accurate Meter & Supply for the purchase of water meters.

Vote: 6 - 0 CARRIED

d. Consider and take action on Resolution No. 2025-019, authorizing the purchase of Standby WILO Pumps for Lift Stations 10 and 30. (Public Works)

Vote: 6 - 0 CARRIED

- e. Consider and take action on Resolution No. 2025-020, approving an agreement between The Department of the Army, the Port of Texas City and the City of Texas City for the purpose of constructing and maintaining additional capacity in placement areas five/six (PA-5 and PA-6). (Economic Development)

Chris Sharp, Commissioner District 3, pulled this item to hear more about this project.

Kristin Edwards, Economic Development Director, stated there are short-term and long-term benefits to supporting this effort by the Port of Texas City. Should the grant funds be awarded to POTC, the City would function purely as a pass-through entity. Further, the POTC has also committed to absorbing all costs, risks, and liabilities involved in the development and delivery of the grant-funded project, including the provision of local cost-sharing requirements and any costs in excess of a federal award.

Motion by Commissioner District 3 Chris Sharp, Seconded by Commissioner District 2 Keith Love

Vote: 6 - 0 CARRIED

- f. Consider and take action on Resolution No. 2025-021, authorizing the Mayor to enter into an agreement with Metropolitan Life Insurance Company to replace the current vendor for the Retired Lives Reserve Plan. (Human Resources)

Keith Love, Commissioner District 2, pulled this item to hear more discussion on this subject and clear up misconceptions.

Jennifer Price, Human Resources Director, explained that the City of Texas has a Retired Lives Reserve (RLR) Plan with the Standard Insurance Company, with the benefit of a paid-up life insurance policy for the retiree in the amount of \$10,000. In May 2024, the City received notification from The Standard Insurance Company that they had decided to stop offering services to RLR plans and gave us the option to have the funds returned to the City or to have them sent to another financial institution of our choosing. Metlife offers a Guaranteed Life Insurance Funding Account (GLIFA) or a retiree life buyout. A majority of the balance in the RLR Plan from The Standard Insurance Company can be transferred to Metlife and placed in their funding agreement for terms from one year to ten years with guaranteed interest rates for each term. The remaining balance in the RLR Plan from The Standard Insurance Company can be transferred to Metlife and placed into a short-term index or liquidity rate to meet current and future cash flow needs associated with the plan.

Motion by Commissioner District 3 Chris Sharp, Seconded by Commissioner District 1 DeAndre' Knoxson

Vote: 6 - 0 CARRIED

- g. Consider and take action on Resolution No. 2025-022, approving the Consolidated Annual Performance Evaluation Report (CAPER) for the City's CDBG activities for FY 2023 and authorizing submission to the U.S. Department of Housing and Urban Development. (Community Development)

Vote: 6 - 0 CARRIED

8. REGULAR ITEMS

- a. Consider and take action on the second reading of Ordinance No. 2025-04, amending Texas City Code of Ordinances Section 155 to add Kiosk Signs as an Allowable Sign. (City Engineer)

Kim Golden, City Engineer, recommends approving the amendment to add kiosk signs as an Allowable Sign under the Texas City Off-Premises Sign Ordinance.

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

Vote: 6 - 0 CARRIED

- b. Consider and take action on the first reading of Ordinance 2025-06, amending the Texas City Code of Ordinances by creating Chapter 165 entitled "Battery Energy Storage Systems" and amending the Code of Ordinances Title XV entitled "Land Usage", Chapter 160 entitled "Zoning" to designate Section 160.051 District S-P (Site Plan) as the zoning designation for Battery Energy Storage Systems and similar projects. (City Engineer)

Kim Golden, City Engineer, stated the adoption of Chapter 162 will provide guidance for potential applicants and developers and assist the Planning Board members, Zoning Commissioners, and staff with standards for the consistent administration and application of the zoning and land use regulations to BESS and similar projects.

Abel Garza, Jr., Commissioner At-Large, asked questions about the differences between this ordinance and the ordinance that was presented to the commission before and whether it was similar to other cities' ordinances, such as League City. He also asked later about the process of the second and third readings.

Chris Sharp, Commissioner District 3, asked about the standards the Engineer's office has outlined in this ordinance.

Kim Golden, City Engineer, stated that the main difference is that they did extensive research with other cities and multiple departments within the municipality about addressing the application process and many other items. She also stated that she felt that this ordinance was on par with many other surrounding cities. Kim stated that the second and third readings typically happened during the next few meetings. Kim, in great detail, spoke about the standards in the ordinance.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 3 Chris Sharp (Commissioner District 2, Keith Love was in opposition)

Vote: 5 - 1 CARRIED

- c. Consider and take action on the first reading of Ordinance 2025-07, amending the Texas City Code of Ordinances Title XV "Land Usage," Chapter 150 "Building Regulations"; "Construction"; Chapter 153 "Mechanical Regulations"; and Chapter 151 "Electricity" and Chapter 154 "Plumbing".(City Engineer)

Kim Golden, City Engineer, recommends approval of this ordinance, which raises the required minimum insurance coverage to \$1,000,000, with the City of Texas City designated as the insured party, and a surety bond of \$10,000 as a condition for the issuance of building permits to licensed contractors, plumbers, HVAC/mechanical contractors, and electricians for work performed in Texas City to protect the homeowners of Texas City.

Chris Sharp, Commissioner District 3, asked if we have had any issues reported to the city about inadequate insurance coverage for contractors and questioned the new bond amounts and what other cities require.

Kim stated that the city had not reported any issues and that the bond amount was on par with other cities.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 4 Jami Clark (Commissioner District 3, Chris Sharp was in opposition)

Vote: 5 - 1 CARRIED

9. COMMISSIONERS' COMMENTS

10. 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.

11. ADJOURNMENT

Having no further business, Commissioner At-Large, Abel Garza, Jr., made a MOTION to ADJOURN at 6:09 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

(7) (b)

Meeting Date: 03/05/2025

Approval of Resolution No. 2025-023 suspension of CenterPoint Gas GRIP Rates

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

Information

ACTION REQUEST

Approval of Resolution No. 2025-023, suspending the April 19, 2025, effective date of the GRIP Rate Increases proposed by CenterPoint Energy for the maximum period allowed by Texas Utilities Code 104.301 (a).

BACKGROUND (Brief Summary)

CenterPoint Energy made filings with the City and the Texas ("Railroad Commission") on February 18, 2025, proposing to implement interim rate adjustments ("GRIP Rate Increases") on all customers served by CenterPoint, effective April 19, 2025. These rate increases will increase rates for residential customers by \$2.88 per month.

Under the GRIP statute, cities **may not challenge the Company's rate increase request**. The *only action a city can do is to suspend the effective date* of the rate increase by forty-five (45) days to the rate customers permitting adequate time to review the proposed increases.

The attached Resolution suspends the effective date of the new rates for the maximum number of days allowed by law.

RECOMMENDATION

Recommend approval of the proposed Resolution suspending the Interim Grip Rates for the maximum number of days allowed by law.

Fiscal Impact

Attachments

Suspension of GRIP Rates

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF TEXAS CITY, TEXAS SUSPENDING THE APRIL 19, 2025 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESORUCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – HOUSTON, TEXAS COAST, SOUTH TEXAS, AND BEAUMONT/EAST TEXAS GEOGRAPHIC RATE AREAS, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2024 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Texas City, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston, Texas Coast, South Texas, and Beaumont/East Texas geographic rate areas (CenterPoint or Company) and is a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on February 18, 2025, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective April 19, 2025; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The April 19, 2025 effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002, and to Jamie Mauldin, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

Signed this 5th day of March, 2025.

MAYOR

ATTEST:

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 03/05/2025

Award Contract for ITB2025-469

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Patricia Mata, Community Development/ Grant Admin

Department: Community Development/ Grant Admin

Information

ACTION REQUEST

Consider and award a reconstruction contract to AMS Construction in response to Invitation to Bid 2025-469 Housing Reconstruction 31261 and allow Mayor Johnson to enter into a contract with AMS for the amount of \$198,454.

BACKGROUND (Brief Summary)

The objective of the Invitation to Bid was to obtain qualified vendors to provide the construction of a two (2) bedroom, two (2) bath Single-Family Structure. We received bid packages from three (3) qualified agencies.

RECOMMENDATION

It is the recommendation of the Director of Community Development & Grants Administration that the Commission award the contract to AMS Construction and allow the Mayor to enter into a contract with AMS Construction.

Fiscal Impact

Attachments

Recommendation of Award Letter

AMS Proposal

ITB-2025-469

Resolutions

CITY OF TEXAS CITY, TEXAS

PURCHASING DEPARTMENT • OFFICE: (409) 643-5950 • FAX: (409) 942-1073



Texas City
EST. 1911

Mayor:
Dedrick Johnson

Commissioners
Thelma Bowie
Abel Garza Jr.
DeAndre Knoxson
Keith Love
Chris Sharp
Jami Clark

To: Dedrick Johnson Sr., Mayor

From: Gwynetheia Shabazz Pope, Purchasing Coordinator

CC: Cynthia Rushing, Chief Financial Officer
Titilayo Smith, Community Development Director

Date: February 17, 2025

Re: Invitation to Bid 2025-469 Housing Reconstruction_31261

Enclosed for your review and approval is the award recommendation for ITB 2025-469 Housing Reconstruction_31261

HISTORY

The objective of the Invitation to Bid was to obtain qualified vendors to provide the construction of a two (2) bedroom, two (2) bath Single-Family Structure. We received bid packages from three (3) qualified agencies.

AWARD RECOMMENDATION

The Purchasing Department recommends awarding the contract to AMS Construction as they were the agency who provided the lowest price in the amount of \$198,454.00 in addition to meeting the requirements outlined in the bidding documents.

Gwynetheia Shabazz Pope, CTPM, CTCM
Purchasing Coordinator

"QPS - Quality Public Service"

1801-9TH Street North • P.O. Drawer 2608 • Texas City, Texas 77592-2608
<http://www.texascitytx.gov>



Email: Sales@ConstructionbyAMS.com
Address: 810 College Ave, South Houston, TX 77587
Cell: 832-755-6401 **O:** 346-385-2085
www.constructionbyams.com

ITB 2025-469 - HOUSING RECONSTRUCTION_31261

Client: Texas City

Project: Rehabilitation Reconstruction

2400 31ST Ave N,
Texas City, TX 77590

Proposal

We are pleased to submit our proposal in response to the Invitation to Bid (ITB) 2025-469 for the reconstruction of a two-bedroom, two-bathroom Single Family structure. AMS Construction is a qualified and experienced construction firm specializing in residential housing projects, and we are confident in our ability to deliver a high-quality reconstruction that meets and exceeds your expectations.

Scope of Work

AMS Construction proposes to complete the reconstruction of the specified housing unit in strict adherence to the requirements outlined in the solicitation documents, as detailed below:

- Furnish and Install Slab on Grade
- Furnish and Install Grade Beams
- Furnish and Install Masonry Wall/Foundation
- Furnish and Install Metal Railing
- Furnish and Install Lumber Framing
- Furnish and Install Millwork and Cabinetry
- Furnish and Install Shingle Roofing along with Accessories.
- Furnish and Install Hardie Siding.
- Furnish and Install Stone Veneer
- Furnish and Install Batt Insulation
- Furnish and Install Doors
- Furnish and Install Windows
- Furnish and Install Sheetrock & Sealant/Drywall
- Furnish and Install Drop Ceiling

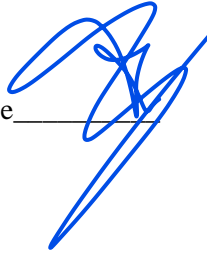
- Furnish and Install Floor and Wall Finishes
- Furnish and Install Wall and Ceiling Paint
- Furnish and Install Bath Accessories
- Furnish and Install Plumbing System
- Furnish and Install HVAC and Mechanical System
- Furnish and Install Electrical Lighting, Wiring and Fixtures
- Furnish and Install Electronic Safety and Security System

Total Value is (M&L): \$198,454

Due to the volatile market and expected tariffs, all products are subject to an increase beyond the 90-day terms.

All calculations based on drawings dated 08/30/2024

AMS Construction and Maintenance _____

A handwritten signature in blue ink, consisting of several loops and a long, sweeping stroke at the bottom.

Date 12.17.2024

City of Texas City



INVITATION TO BID

Bid Number: 2025-469

Project Title: Housing Reconstruction_31261

Bid Closing Date: December 18, 2024 at 9am

No Bids submitted after the above deadline will be accepted.

KEY EVENTS SCHEDULE

PROJECT NAME: Housing Reconstruction_ 31261

ISSUANCE OF ITB Monday December 2, 2024

DEADLINE FOR QUESTIONS: Wednesday December 11, 2024 at 9am

All questions will be answered in the form of an addendum. All questions related to this BID are to be directed to the Purchasing Coordinator via email to purchasing@texascitytx.gov

SUBMITTAL DEADLINE: Wednesday December 18, 2024 at 9am

SUBMITAL REQUIREMENT: One (1) Marked Original; Three (3) Marked Duplicates; one (1) Media Source

MAIL TO:

City of Texas City Purchasing Department
Attn: Gwynetheia Shabazz Pope, CTPM, CTCM
1801 9th Avenue North
Texas City, Texas 77590

**CITY OF TEXAS CITY
COMMISSION AWARD:**

A final determination will be made at a future City of Texas City Commission meeting. City of Texas City reserves the right to reject any and all Bids and waive any and all formalities and conditions.

TERM OF SERVICE/PROJECT:

An agreement shall be effective upon execution by the CoTC for three (3) years, and shall automatically renew for two (2) successive one (1) year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date

INVITATION TO BID

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SECTION 1

INTRODUCTION

1.1 Description of City of Texas City

The City of Texas City (“CoTC”) is a community with 32-miles of coastline and historic architecture that more than 50,000 residents call home. We are home to a port, a major medical complex, and two universities. CoTC employs more than 800 people to provide essential services to our residents.

CoTC located in Texas is a home rule city, and is governed through a Mayor lead form of government.

CoTC web page is located at <https://www.texascitytx.gov>

1.2 Objective of this Invitation to Bid

The City of Texas City (“CoTC”) is soliciting bids in response to this Invitation to Bid, ITB 2025-469 from qualified vendors to provide the Construction of a two (2) bedroom, two (2) bath Single-Family Structure (“the services”). The Services are more specifically described in **Section 2** (Scope of Work) of this ITB.

CoTC reserves the right to award multiple Agreements as a result of this ITB if deemed in the best interest of CoTC. CoTC makes no representations of any kind that an award will be made as a result of this ITB.

CoTC is soliciting competitive sealed submissions from vendors having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this ITB. This ITB provides sufficient information for interested parties to prepare and provide submissions for consideration by CoTC.

1.3 Public Information

Bidder is hereby notified that CoTC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

CoTC strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the Agreement award. If the Bidder has notified CoTC, in writing, that the bid Document contains trade secrets or confidential information, CoTC will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall CoTC be liable for disclosure of such information by CoTC in response to a request, regardless of CoTC’s failure to take any such reasonable steps, even if CoTC is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the company or vendor agrees that the agreement can be terminated if the company or vendor knowingly or intentionally fails to comply with a requirement of that

chapter. Vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

1.4 Type of Agreement

All Bidders are hereby put on notice that if the Bidder is awarded an agreement for procurement of goods or services, CoTC is entering into that agreement in its governmental capacity, and not a proprietary capacity.

An award of an agreement to a bidder(s) does not guarantee the bidders(s) that CoTC shall issue any Purchase Order(s) for the Bidder's goods or services, or guarantee any particular volume use, number, or sales.

Bidder will be required to enter into an agreement with CoTC in a form substantially similar to the Proposed Sample Agreement between CoTC and Bidder (the "**Agreement**") attached to this ITB in Section 7 and incorporated for all purposes.

Bidders should be aware that the contents of the successful bid will become a part of the subsequent contractual documents. Failure of the Bidder to accept this obligation may result in the cancellation of any award.

By submitting a bid, Bidder further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this ITB. The failure or omission of Bidder to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her bid and any ensuing agreement.

Each Bidder acknowledges that CoTC has made a reasonable attempt to provide the Bidder with relevant data. The Bidder, therefore, waives any right of avoidance of the agreement based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

1.5 Clarifications and Interpretations

Bidders shall promptly notify the CoTC of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. CoTC shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

CoTC may, in its sole discretion, respond in writing to written inquiries concerning this ITB. Only CoTC's responses that are made by formal written Addenda will be binding on CoTC. Any verbal responses, written interpretations or clarifications other than Addenda to this ITB will be without legal effect. All Addenda issued by CoTC prior to the Submittal Deadline will be and are hereby incorporated as a part of this ITB for all purposes.

Bidders are required to acknowledge receipt of each Addendum as specified in this Section. The Bidder must acknowledge all Addenda by completing, signing and returning the Addenda Checklist. The Addenda Checklist must accompany the Bidder's bid.

Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to CoTC website. All such addenda issued by CoTC prior to the submittal deadline shall be considered part of the ITB. CoTC

shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

1.6 Bid Evaluation Process

An award of an agreement to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 252 of the Texas Local Government Code and with the CoTC's purchasing policy. All bids submitted by the Submittal Deadline, accompanied by the number of completed and signed originals that are required by this ITB, will be opened publicly. Any bids that are not submitted by the Submittal Date, or that are not accompanied by the number of completed and signed originals by this ITB, will be rejected by CoTC as non-responsive due to material failure to comply with advertised specifications.

If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, CoTC alone will determine whether the variance is so significant as to render the Bid non-responsive.

Discussions may not be initiated by bidders. These discussions will be limited to issues and topics brought forth by the CoTC. Any attempt by bidder at deviating from the issues and topics to discuss other issues and topics concerning the Bid brought forth by the CoTC shall be grounds for disqualification. Bidders shall not contact any CoTC personnel during the bid process without the express permission from the CoTC's Purchasing Coordinator.

A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. CoTC reserves the right to determine which Bid provides CoTC with the best value and which will be in CoTC's best interest. CoTC Commission shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):

- i. the purchase price;
- ii. the reputation of the bidder's goods or services;
- iii. the quality of the bidder's goods or services;
- iv. the extent to which the goods or services meet the municipality's needs;
- v. the bidder's past relationship with the municipality;
- vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
- vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and
- viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.

All correspondence relating to this bid, from advertisement to award, shall be sent to the CoTC's Purchasing Division. All presentations and/or meetings between CoTC and the bidder relating to this bid shall be coordinated by CoTC Purchasing Division. CoTC reserves the right to determine which bid provides CoTC with the best value and which will be in the CoTCs best interest.

CoTC reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this ITB with one or more Bidders, (b) reject any and all bids and re-solicit bids, or (c) reject any and all bids and temporarily or permanently abandon this selection process, if deemed to be in the best interests of CoTC. Bidder is hereby notified that CoTC will maintain in its files concerning this ITB a written record of the basis upon which a selection, if any, is made by CoTC.

1.7 City of Texas City's Reservation of Rights

CoTC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this ITB for any project, service and/or good and no such representation is intended or should be construed by the issuance of this ITB. Acceptance of a bid for consideration does not waive this reservation of rights, nor does it imply any obligation by CoTC.

CoTC reserves the right to award one agreement for some or all the requirements proposed or award multiple agreements for various portions of the requirements to different Bidders.

1.8 System for Award Management (SAM.GOV)

All bidders contracting with CoTC may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by CoTC Council. Registering online is accomplished on the SAM website here: <https://sam.gov/content/home>

1.9 No Reimbursement for Costs

Bidder acknowledges and accepts that any costs incurred from the Bidder's participation in this ITB shall be at the sole risk and responsibility of the Bidder. Bidder understands and agrees that (1) this ITB is a solicitation for bids and CoTC has made no representation written or oral that one or more agreements with CoTC will be awarded under this ITB; (2) CoTC issues this ITB predicated on CoTC's anticipated requirements for the Services and/or goods, and CoTC has made no representation, written or oral, that any particular scope of services will actually be required by CoTC; and (3) Bidder will bear, as its sole risk and responsibility, any cost that arises from bidder's preparation of a bid in response to this ITB.

1.10 ITB Withdrawals and/or Amendments

City of Texas City reserves the right to withdraw this ITB for any reason. CoTC reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline.

1.11 Tax Exempt Status

City of Texas City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the bid. CoTC will furnish Excise Tax Exemption Certificate upon request.

1.12 Compliance with House Bills 13, 19, 89 and Texas Government Code Chapter 2252, Section 2252.152 and Section 2252.152.

City of Texas City Requires bidder to verify that they are in-compliance with House Bills and Texas Government Codes. Refer to **Section 5** for these documents

1.13 Bid Validity Period

Once the submittal deadline has passed, any bid Document shall constitute an irrevocable bid to provide the goods and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until an agreement has been awarded by the CoTC.

1.14 Equal Opportunity Employer

CoTC is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. CoTC requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.15 Conflict of Interest Questionnaire (Form CIQ)

A person or business, and their agents, who seek to contract or enter into an agreement with City of Texas City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in **Section 5**. The form must be filed with the CoTC Secretary no later than seven (7) days after the date the person or business begins agreement discussions or negotiations with CoTC, or submits an application, response to a request for Bids or bids, correspondence, or other writing related to any potential agreement with CoTC. If no conflict exists the bidder must mark the form Not Applicable or NA and return with the bid packet.

1.16 Disclosure of Interested Parties Form 1295

A person or business, who enters into an agreement with CoTC, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is an agreement between the bidder and the CoTC. Do not submit this form unless you receive an award letter from CoTC.**

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.17 Protest Procedure

Any actual or prospective bidder who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the CoTC's Purchasing Division within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Division will promptly issue a decision in writing, via electronic mail, to the protesting person.

- ix. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing, via electronic mail, and contain the following information:

- a. Name, address and telephone number of the protestor.
- b. Identification of the solicitation or agreement number and time.
- c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
- d. Identification of the issue(s) to be resolved and statement of what relief is requested.
- e. Arguments and authorities in support of the protest.
- f. A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.
- x. In the case of request for proposals, the CoTC Purchasing Coordinator shall ask the protester deliver, via electronic mail, the protest to relevant parties.
- xi. The CoTC's Mayor has the authority to render the final determination regarding the protest. Any determination rendered by the CoTC's Mayor will be final.

1.18 Pursuant to Sec. 2-341 of the CoTC Code – Declaration of Policy

- A. It is the policy of CoTC to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all CoTC contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with CoTC and other public and private sector business entities.
- B. Provided, however, nothing herein shall require CoTC to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Bidder and otherwise qualified unless CoTC may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Bidder.

SECTION 2

Scope of Work

2.1 Project Title: Housing Reconstruction_ 31261

2.2 Special Conditions (Bonds, Federal Clauses, etc..)

2.3 Brand Manufacture Reference

CoTC has determined that any manufacturer's brand defined in the Scope of Services meets the CoTC's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality CoTC desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. CoTC reserves the right to determine products and support of equal value, and whether other brands or models meet the CoTC's product and support needs.

2.4 Scope of Work – Requirements: Construction of a two (2) Bedroom, two (2) Bath Single-Family Structure at 2400 31st Ave N. Texas City Texas, TX 77590

Attached: Scope of Services
2400 31st Ave- Structural
90 TC 2400_rev2

2.4.1- The awarded vendor must use its own employees

SECTION 3

BID PRICING

Bid of: _____
(Bidder Company Name)

To: City of Texas City

Ref.: Housing Reconstruction_31216

ITB No#: 2025-469

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this ITB and any attachments thereto, the undersigned proposes to furnish the Construction of a two (2) Bedroom, two (2) Bath Single-Family Structure at 2400 31st Ave N. Texas City Texas, TX 77590 required pursuant to the above-referenced ITB upon the terms quoted below.

3.1 Bid Pricing for Services Offered

3.1.1 See below CoTC Pricing Bid (Ref. 3.5). It must be filled out completely and returned with this Pricing Bid.

3.2 CoTC's Payment Terms

CoTC's standard payment terms for services are "Net 30 days."

3.3 Price Increases Upon Extension

Any contract resulting from this ITB shall be effective for three (3) years upon execution by the City of Texas City. Proposed pricing referenced in section 3.5 Pricing Sheet shall be form for three (3) years.

It is agreed that the City will have the option to extend the contract for up to two (2) additional years in one (1) year intervals. Upon option to extend, if approved by the CoTC, the Bidder shall modify the rates charged by the Bidder to reflect any changes shown in the comparative statement delivered to CoTC. The maximum increase allowed under this provision shall be four percent (4%) per year. CoTC will not accept, or agree, to any escalation clause higher than four percent (4%) per year. If an escalation clause of greater than the maximum allowed by CoTC, as stated previously, is inserted in the blanks below, CoTC will consider that the amount of escalation is 0%. CoTC shall have authority, in its reasonable discretion, to determine the validity of any change in Bidder's rates. CoTC cannot exercise the Option to Extend with any price increases unless the Bidder completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by CoTC's Fiscal Year which begins in October and ends the following September. (example: FY 2025 October 1, 2024 – September 30, 2025).

Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement.

Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

FIRST ADDITIONAL YEAR (FY 2026) ESCALATION _____%

SECOND ADDITIONAL YEAR (FY 2027) ESCALATION..... _____%

Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from manufacturer.

3.4 Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with CoTC, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Proposer. All purchases by governmental entities, other than CoTC, will be billed directly to and paid by that governmental entity. CoTC will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, CoTC will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with CoTC.

Yes, Others can purchase **No, Only the CoTC can purchase.**

3.5 Pricing Sheet

Pricing Sheet		
	ITEM:	
(1)		\$
(2)		\$
(3)	RATE:	\$
(4)	Percent mark-up, if any, to be applied to provided parts or materials	%
(5)	Percent mark-up, if any, to be applied to provided equipment if necessary	%
(6)	List any additional cost that may be related to the providing the service	

Respectfully Submitted,

Bidder:
 By: _____
 (Authorized Signature by Bidder)

Name: _____

Title: _____

Date: _____

SECTION 4

Appendices

- Appendix A – Bid Document**
- Appendix B – Conflict of Interest**
- Appendix C – House Bills 13, 19, 89**
- Appendix D – Property Tax Statement**
- Appendix E – Nepotism Statement**
- Appendix F – Non-Collusion Statement**
- Appendix G – Certification Regarding Debarment**
- Appendix H – ACH Form**

Appendix A – Bid Document

Submittal Checklist: (To determine validity of Bid)

Appendix A must be included in the submittal.

Appendix B – G all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

Appendix B – Conflict of Interest

Appendix E – Nepotism Statement

Appendix C – House Bill 13, 19, 89
Verification

Appendix F – Non-Collusion Statement

Appendix D – Property Tax Statement

Appendix G – Certification Regarding
Debarment

All Bids delivered to the City of Texas City shall include this page with the submittal.	
ITB Number:	2025-469
Project Title:	Housing Reconstruction_31261
Submittal Deadline:	
<u>Bidder Information:</u>	
Bidder's Legal Name:	
Address:	
City, State & Zip	
Federal Employers Identification Number #	
Phone Number:	Fax Number:
E-Mail Address:	
<u>Bidder Authorization</u>	
<p>I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into an agreement on behalf of the Bidder.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>	

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages

in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for bid for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City C Members;
2. Board and Commission members and appointed members by the Mayor and City Commission;
3. Directors of 4A and 4B development corporations;
4. The executive directors or managers of 4A and 4B development corporations; and
5. Directors of the City of Texas City who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a bid or proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City’s website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

**OFFICE
USE
ONLY**

Date
Received

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

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

_____ Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

 Signature of person doing business with the governmental entity

 Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

I, _____ (Person name), the undersigned representative of
(Company or

Business Name) _____ (hereinafter referred to as Company)

-being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE Bid.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

The City of Texas City, Texas has adopted the following policy:

The City of Texas City will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

_____ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

Bidder's Printed or Typed Name

Bidder's Signature

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Texas City by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Texas City

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Texas City

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Texas City.

_____ The officers of the company submitting this bid or proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Texas City.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

BIDDER _____

ADDRESS _____

PHONE _____

FAX _____

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) _____

POSITION WITH COMPANY _____

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID _____

COMPANY OFFICIAL
(PRINTED NAME) _____

OFFICIAL POSITION _____

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Appendix G – Document 00435
The City of Texas City, Texas

BIDDER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this bid that Bidder will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

SECTION 5
REFERENCES

References – This section is required.

Bidder shall provide four (4) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Texas City, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:

Date and Scope of Services Provided:

SECTION 6 **SUBMISSION OF BID**

- A. Submittal Packet – How to submit: All Bids must be submitted electronically. No Bid will be accepted by mail or hand delivery. Bids submitted by mail or hand delivery will be marked non-responsive.
- B. Submittal Packet – Required Contents: All items in this Bid are considered part of the Bid package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Bids not including all of the above will be considered non-responsive. Bidders must submit their Bids on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the page of the Bid and on page of **Appendix A-Bid**. It is the Bidder's responsibility to have the Bid Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Bidders will be accepted.
- D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office, shall be the official time of receipt. CoTC is not responsible for late submission regardless of the reason. Late bids will not be considered under any circumstances.
- E. Alterations or Withdrawals of Bid Document: Any submitted bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- F. Bid Document Format: All bid documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. ***The package must be in the order required in the Scope of Services.*** The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the bid. CoTC only accepts bids that are submitted through the online portal. The link is provided on the title page of this document. No hand delivered or mailed submittals will be considered and will be marked "Non-responsive".

- G. Questions and Responses: Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by CoTC Commission will disqualify a vendor from being considered for award.
- H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in the **Key Events Schedule**.

6.1 Bid Submittal Order

Bidder is instructed to complete, sign, and return the following documents in the following order as a part of its bid. If Bidder fails to return each of the following items with its bid, then C may consider this as Non-Responsive and reject the bid:

- 6.1.1 Signed and Completed Appendix A – Bid Document (**Section 4**)
- 6.1.2 Signed and Completed Appendix B – Form CIQ (**Section 4**)
- 6.1.3 Signed and Completed Appendix C – House Bills 13, 19, 89 Verifications (**Section 4**)
- 6.1.4 Signed and Completed Appendix D – Property Tax Statement (**Section 4**)
- 6.1.5 Signed and Completed Appendix E – Nepotism Statement (**Section 4**)
- 6.1.6 Signed and Completed Appendix F – Non-Collusion Statement (**Section 4**)
- 6.1.7 Signed and Completed Appendix G – Certification Regarding Debarment (**Section 4**)
- 6.1.8 Signed and Completed Appendix I– Federal Clauses (**Section 4**) (if applicable)
- 6.1.9 Signed and Completed Bid Pricing (**Section 3**)
- 6.1.10 Signed and Completed Addenda Checklist (if applicable)
Note: It is the bidder's responsibility to make sure they have obtained all addenda.
- 6.1.11 Completed References (**Section 5**)

RESOLUTION NO. 2025-024

A RESOLUTION AWARDING A RECONSTRUCTION CONTRACT TO AMS CONSTRUCTION IN RESPONSE TO ITB NO. 2025-469 HOUSING RECONSTRUCTION 31261; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the objective of the Invitation to Bid was to obtain qualified vendors to provide the construction of a single-family structure; and

WHEREAS, it is the recommendation of the Director of Community Development & Grants Administration that the Commission award the contract to AMS Construction and allow the Mayor to enter into a contract with AMS Construction.

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

SECTION 1: The City Commission approves the contract with AMS Construction.

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

PASSED AND ADOPTED this 5th day of March 2025.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (d)

Meeting Date: 03/05/2025

Approval of revised Circulation Policy for Moore Memorial Public Library

Submitted For: Cheryl Loewen, Library

Submitted By: Cheryl Loewen, Library

Department: Library

Information

ACTION REQUEST

To approve the revised Circulation Policy which was unanimously approved by the Library Board of Trustees on Monday, February 24, 2025.

BACKGROUND (Brief Summary)

The Circulation Policy that is currently in place has not been substantially revised since prior to 2021. It is being updated to reflect current practice and to better align with other library policies in the Galveston County Library System.

The format of the policy has been updated to make it easier to read: more headings and subheadings have been added, and some sections have been organized differently.

The most significant changes are:

1. Changing the requirements for minor children. Under the current policy, anyone 14 years old and up could obtain their own card if they had the required ID and proof of address. This is problematic since minors under the age of 18 cannot legally be held to a contract or be held responsible for any fees on the account. The new requirement is that anyone under 18 needs to have a parent or guardian sign the application and provide proof of their ID and address. The parent will then assume responsibility for all items and fees on the account. This is in line with what the other libraries in Galveston County require.
2. Photo ID and address verification – more documents will be accepted for both. Federal IDs such as military IDs or Tribal IDs will now be accepted. Bank or financial statements and a current lease have been added to the list of documents that are accepted as proof of residency. Previously, leases were not accepted, but Texas City residents can already use them to obtain a Dike sticker.
3. In an effort to remove barriers to access, most patrons will now be able to renew their library cards over the phone or by email if they can verify their library card number, their address, and their birthdate. Currently, renewals must be made in person. This is also in line with what other libraries in the county require.
4. Sections have been added for renewing library cards, reasons a card may be blocked, the TexShare card, and Interlibrary Loans.
5. One sentence has been added to the end of the subsection titled “Library Card Application” that covers other situations that might arise:
"Unusual circumstances will be addressed on a case-by-case basis."
Examples of this are:
Emancipated minors - legal proof would be required
Women living in a shelter for abused women –in the past we have accepted a letter from the center saying someone is a resident

For ease of comparison, copies of both the revised policy and the current policy are attached.

RECOMMENDATION

I recommend that the Circulation Policy for Moore Memorial Public Library that was revised and approved by the Board of Library Trustees on February 24, 2025 be approved.

Fiscal Impact

Attachments

Draft - Circulation Policy February 2025

Current Circulation Policy 2021

Resolution

DRAFT

Moore Memorial Public Library Circulation Policy

Approved by the City of Texas City Commission {date here}

PURPOSE

The Circulation Policy of Moore Memorial Public Library (MMPL) details the requirements for obtaining a library card and the privileges and responsibilities of the cardholder. It includes information about checking out and renewing items, and the handling of lost or damaged items.

LIBRARY CARDS

A valid library card is required before a patron can borrow library materials from Moore Memorial Public Library. By applying for a card, applicants agree to comply with the borrowing rules of MMPL, pay all charges on their account, and notify the library immediately if their card is lost or stolen or if their contact information changes. Patrons may have only one MMPL library account. Library users may not have different MMPL library accounts under variant names. Children may not have multiple cards with different parents or guardians.

Library Card Application

Library cards must be applied for in person and are issued free of charge to applicants who reside in the state of Texas and/or own property in Galveston County. A valid photo ID and proof of residency are required.

The following are acceptable forms of photo ID:

- Texas Driver's License
- Texas Department of Public Safety ID card
- Passport
- Other Federal ID cards

Acceptable verifications of residency are:

- Texas Driver's License or ID with current address
- Current utility bill in the applicant's name
- Current lease or rental agreement
- A piece of mail postmarked in the last 30 days
- Current bank or other financial statement with address

Unusual circumstances will be addressed on a case-by-case basis.

Library Cards for Minor Children

Children under the age of 18 are eligible for a library card. Their parent or guardian must appear in person to sign the application and provide a Photo ID and proof of residency. The parent or guardian is responsible for any checked-out materials and any fines or fees associated with the account.

Library Card Renewal

Library cards must be renewed every two years. They can be renewed in person, over the phone, or by email. Patrons must provide their library card number and verify their address and birth date. Library cards must be renewed in person if there are changes to their address or other information, or if the card has been lost. Lost cards must be replaced at this time.

Lost or Replacement Cards

Reported loss of a library card relieves the patron of responsibility for any materials subsequently checked out on that account. There is a \$2.00 charge for a replacement card and a valid photo ID is required.

Name or Address Change

Patrons whose name and/or address have changed must update their account information. Acceptable photo ID and address verification must be presented to update an account.

Blocked Accounts

Your checkout privileges may be suspended for the following reasons:

- There are fees of \$5.00 or more owing on your account
- Information such as the address or phone number on the account need to be updated
- The library card has been reported lost or stolen
- The library card has expired
- The checkout limit has been reached

TexShare Card

TexShare cards are issued in agreement with the Texas State Library and Archives Commission (TSLAC). A TexShare Card provides you with borrowing privileges from almost 500 participating libraries across the state. To learn more, go to: <https://www.tsl.texas.gov/texshare/card>

MMPL patrons who have had their account for at least 6 months and whose accounts are in good standing are eligible to apply for a TexShare card. TexShare cards must be issued in person and are valid for 12 months.

Since all Texas residents can obtain a Moore Memorial Public Library (MMPL) card with proof of address, patrons from other libraries who request a TexShare card will be required to complete an MMPL library card application.

Circulation

A valid Moore Memorial Public Library card must be presented to check out materials or to inquire about account details. If the patron does not have their library card, they must present proper photo identification. Persons may not check out materials using another patron's card. Patrons should not lend their card to others since they retain responsibility for materials checked out on their card. Library staff does not monitor the materials checked out by minor children.

Patrons requiring special accommodations should contact the Library Director or their designee.

Checkout limits

Patrons with a new library card will be restricted to 4 items for their initial checkout. When those items are returned full borrowing privileges will be granted.

Patrons may borrow up to 99 items on their card, with the following limits:

- 4 books per author or series
- 4 books per non-fiction subject
- 20 book maximum for New Books
- 10 magazine maximum
- 10 book maximum for Manga/Graphic Novels (4 per author or series)
- 10 audiobooks maximum (4 per author)
- 6 DVDs maximum
 - 4 new releases maximum
 - 4 TV DVDs maximum
 - 4 non-fiction DVDs per subject

Loan Periods

Material Type	Checkout Period
Books	3 weeks
Audiobooks	3 weeks
Magazines	10 days
Non-fiction DVDs	10 days
TV DVDs	10 days – no renewals
DVDs	5 days
Memory Kits	2 weeks – no renewals
LaunchPad Tablets	2 weeks – no renewals

Return of Materials

Items are due on the date indicated at the time of checkout. Patrons may view items checked out on their account online, or they can make inquiries by phone. Book returns are located in the lobby of the library and on the driveway on the west side of the building. Materials returned with missing parts or packaging will not be considered returned until all parts have been returned.

Renewing Materials

Materials will be renewed automatically 2 times if they are not on hold for other patrons and if the patron's account is in good standing. Patrons are encouraged to check their accounts to verify due dates. Items that have reached their renewal limit cannot be re-checked out until the next business day.

Patrons may also renew materials through the following methods:

- Online – Patrons may log into the library catalog with their library card number and PIN to access their account
- Phone – Patrons may call the Circulation Desk during open hours. They must provide their library card number and the title or barcode number of each item to renewed
- In person – Patrons may present their library card and request renewals at the circulation desk

Hold/Reserves

A patron with a valid MMPL library card may place a maximum of 5 items on hold. Items on hold must be picked up by the cardholder within 3 business days of notification. Items that are not picked up within that time will be made available to the next patron on the waiting list or returned to the circulating collection. Patrons who repeatedly fail to pick up items they have placed on hold may lose hold/reserve privileges for up to 6 months.

Interlibrary Loans (ILL)

Materials that are not in the collection of MMPL may be borrowed from another library. This process is outlined in the Interlibrary Loan Policy found on the library's website.

Overdue Materials

Library materials become overdue when they exceed their loan period by one day. At this time an overdue notice will be mailed to the address on file. If the materials are not returned within 10 days following the due date the patron will be sent an invoice for the list price of the material plus a \$5.00 processing fee per item. If the items are returned within 30 days of the invoice being sent, all charges will be removed.

Lost Materials

Any item not returned within 30 days of receipt of an invoice will be considered lost. The patron account will remain blocked until all fines and fees have been paid. The fine for a lost item is the list price plus a \$5.00 processing fee. If a lost item is found within one year of the date of payment a refund may be requested. The item must be in good condition and accompanied by the receipt of payment. The \$5.00 processing fee is non-refundable.

A copy of the material will not be accepted in lieu of, or as a replacement for, items that are lost.

Damaged Materials

Payment for materials returned in an unusable condition is the responsibility of the borrower. The fine for a damaged item is the list price plus a \$5.00 processing fee. Damage may include, but is not limited to, water damage, dirt, evidence of insect infestation, torn pages or cover, or other stains or markings.

Fees may also be charged for the replacement of a damaged cover or case of, for example, a DVD or audiobook.

Depending on the nature of the damage, the item may be retained by the library for 30 days so the patron may view the damage. When that is not possible, photos will be taken and saved. Damaged materials remain the property of Moore Memorial Public Library.

A copy of the material will not be accepted in lieu of, or as a replacement for, items that are damaged.

Payment of Fees

Payment can be made in person using cash or check. Credit cards are accepted for amounts over \$5.00.

Circulation Policy
Approved by Library Board on 8/30/21
Approved by City Commission 9/16/21
Moore Memorial Public Library

Any exceptions to these procedures must be authorized by the Library Director or his/her designee.

Issuing Library cards

Library cards will be issued in accordance with the policies and procedures of the Galveston County Library System (GCLS), the Houston Area Library System (HALS), and the Texas State Library and Archives Commission (TSLAC).

Any resident of the state of Texas, or any employee or property owner in Galveston County, may obtain a free library card from Moore Memorial Public Library if all requirements are met.

1. Applicants 18 and older must show proof of their current mailing address. This may be in the form of a utility bill issued in the applicant's name, a valid driver's license, Texas ID, or piece of mail showing the applicant's name and mailing address.
2. Applicants between the ages of 14 and 17 must complete an application and show either proof of current mailing address (Driver's license or Texas ID, or mail addressed to them at their current mailing address), or have the application signed by a parent or legal guardian who shows required proof of mailing address.
3. Applicants under the age of 14 must have an application signed by a parent or legal guardian who provides proof of mailing address. If the legal guardian signs the application and the child is under age 14, the legal guardian must show proof of legal guardianship for that child, or sign the affidavit for legal guardianship provided by the City of Texas City.
4. Only one library card per person is valid.
5. Patrons who have moved or no longer live at the address used to procure the library card must provide valid proof of the current mailing address.
6. The library does not issue temporary cards to visitors. Persons who are visiting in the area or staying in Texas temporarily may use library facilities and services in the building but will not be permitted to check out materials.
7. Library cards are not issued to institutions – only to individuals.
8. Library cards must be valid in order to borrow materials. Library cards that are expired, previously reported as lost, defaced or damaged beyond repair will not be considered to be valid.
 - a. Library cards will not be issued to any person who owes more than \$5.00 in overdue fines, has an outstanding item which is overdue more than 30 days,

or is unable to provide acceptable proof of current mailing address. Current policies of the GCLS do not allow library cards or borrowing privileges to be awarded to another member of the same family if another family member (parent or minor child living in the same household) has a blocked card. Patrons who owe large fines at any of the libraries within the Galveston County Library System will be blocked from check out at all libraries within the system.

- b. Replacement cards will not be issued to any person with a barred or blocked record until the record is cleared.

Circulation procedures

1. Persons wishing to check out library materials must have a valid library card in their name from Moore Memorial Public Library.
2. Persons with a blocked or barred library card, or whose immediate family member has a blocked or barred card, may not check out materials until the issues are resolved and the bar or block is removed from all applicable cards.
3. Persons may not check out library materials using someone else's card. Patrons should not lend their library card to others, since they retain responsibility for use of that card.
4. A patron who is physically unable to come to the library due to age or medical condition but wishes to check out library materials, must provide a signed and dated written authorization, along with his/her library card, authorizing a specific person to borrow materials in his/her name on that day. A dated authorization must be presented each time the person wishes to authorize someone else to use his/her card.
5. Lost or stolen library cards should be reported immediately.
6. Reference, genealogy reference, archival materials, microfilms, vertical file information, newspapers, current issues of magazines and laptop computers may not be checked out.
7. Headphones may be checked out only for in-library use. Patrons must leave a library card or photo ID at the circulation desk to borrow headphones in the library.
8. Checkout limits
 - a. Patrons with a new library card will be restricted to 4 items on the initial checkout. When those items are returned, full borrowing privileges will apply to future checkouts.
 - b. Patrons may have up to 99 items on their card. (Due to heavy demand, each patron is limited to 6 DVDs, 10 graphic novels, and 10 audio books checked out on the card. Restrictions on the number of items per subject area, language, format, author or title may also apply.)
9. Patrons of any age may check out materials in all formats. Parents are encouraged to monitor materials checked out by their children. Library staff cannot, and will not, monitor the checkouts of children.

Renewals

The ability to renew an item is not guaranteed, nor is it automatic. Materials are not considered renewed unless a specific confirmation has been received, either from a library staff member or from the computerized library system.

1. A maximum of two renewals will be allowed.
2. Items renew from the date of renewal request, NOT from the due date.
3. Items may not be renewed if there is a hold on the item, if the item has been requested by another patron, or if the item is overdue longer than the renewal period would have allowed.
4. Renewal of overdue items posts accrued fines to a patron's account. Items will NOT be renewed if a card is barred, blocked, if a patron has an outstanding item of 30 days or more, or has accrued fines or charges of \$5.00 or more.
5. A person may not renew materials checked out on another individual's library card. An exception is made in the case of parents renewing materials checked out on the card of their minor children.
6. Patrons who wish to renew materials may request a renewal by the following methods:
 - a. Online – Patrons may request a renewal online through the library's website. Patrons must use their patron ID and pin number to utilize this renewal method. Instructions for this process are online.
 - b. Phone – Patrons may call the circulation desk during open hours to request renewal of items, but must provide their Patron ID and the title or barcode of each item to be renewed.
 - c. In the library – Patrons may request renewals at the circulation desk. Patrons must provide their library card. A listing of materials checked out with the new date dues will be provided to the patron.

Hold/Reserves

1. A maximum of 5 simultaneous holds or reserves may be placed by a patron. Holds or reserve requests will not be honored if a patron's card is barred or blocked.
2. Items on hold must be picked up within 3 business days of notification. Items that are not picked up within that time frame will be made available to the next patron on the waiting list or returned to the circulating collection.
3. Patrons who do not pick up a reserved item within the three day time period, may re-request the same title or item after 1 week.
4. Patrons who repeatedly fail to pick up items they have placed on hold may lose hold/reserve privileges.
5. Holds may not be placed by one patron on another patron's card.

Return of materials

1. Materials must be returned before close of business hours on the date due to avoid late charges.
2. Materials returned missing parts or packaging will not be considered to be returned until all parts are paid for, or returned.
3. Payment for materials returned defaced, torn, wet, damaged, dirty, or in unusable condition will be the responsibility of the borrower. Damage charges will be levied for materials still usable but damaged. Damaged material may not be retained by the library depending on the type and severity of the damage. Patrons who return materials damaged too severely for continued use will be charged for the price of the material as well as a processing fee. Charges may also be made for replacement of the packaging for the material. The library will maintain documentation of damage, and the damaged items themselves if possible, up to 30 days, so that the patron may view the damage.
4. Materials will not be accepted in lieu of, or as replacement for, items lost or returned defaced, damaged, or missing parts.
5. Materials that are lost are considered the responsibility of the person to whom they were checked out.
6. Patrons are responsible for library materials upon time of checkout until materials are received at Moore Memorial Public Library.
7. Loan periods:
 - a. 3 weeks – most books and audio books
 - b. 7 days – back issues of magazines
 - c. 5 days – most DVD's
 - d. 10 days- nonfiction DVDs, DVD TV
 - e. Materials in high demand may have shortened loan periods.
8. Fines and charges
 - a. Fines and charges are made in accordance with the fee structure approved by the Galveston County Library System. Currently, charges at Moore Memorial Public Library are as follows:
 - i. Regular library materials – Library materials become overdue when they exceed their loan period by one day. The patron will then be required to return the materials to the library. If the materials are not returned within ten days after the due date, the patron will be invoiced for the replacement value of the materials along with a processing fee of \$5.00 per item. If items are returned within 30 days of the invoice being sent, all charges will be removed.
 - ii. Interlibrary loan materials – Fines accrue at a rate of \$1.00 per day per item with no maximum accrual. If interlibrary loan materials are not picked up, the patron may be charged a no-pickup fee and/or return delivery/postage fee for the item.

- b. Material replacement charges will be the list price of the item plus a \$5.00 processing charge.
- c. Lost library cards will be replaced at a cost of \$2.00 per card.
- d. No processing fee will be charged to GCLS member libraries for lost intersystem library loans.
- e. Refunds may be made within one year of the date of the borrower's receipt for lost materials, only for materials returned in usable condition and if accompanied by the receipt. Processing charges and fines are non-refundable. If materials were replaced by Moore Memorial Public Library due to high demand or immediate need, refunds for those materials may not be approved.

RESOLUTION NO. 2025-025

A RESOLUTION APPROVING THE REVISED LIBRARY CIRCULATION POLICY; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Circulation Policy that is currently in place has not been substantially revised since prior to 2021; and

WHEREAS, the Circulation Policy update will reflect current practice and to better align with other library policies in the Galveston County Library System.

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

SECTION 1: The City Commission approves the revised Circulation Policy for the Moore Memorial Library.

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

PASSED AND ADOPTED this 5th day of March 2025.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (e)

Meeting Date: 03/05/2025

Award Contract for ITB2025-470

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Patricia Mata, Community Development/ Grant Admin

Department: Community Development/ Grant Admin

Information

ACTION REQUEST

Consider and approve the award of a reconstruction contract to Dale Construction and Renovation in response to ITB No. 2025-470 and allow the Mayor to enter into a contract with Dale Construction and Renovation for the amount of \$230,440.

BACKGROUND (Brief Summary)

The objective of the Invitation to Bid was to obtain qualified vendors to provide the construction of a two (2) bedroom, two (2) bath Single-Family Structure. We received bid packages from three (3) qualified agencies.

RECOMMENDATION

It is the recommendation of the Director of Community Development & Grants Administration that the Commission award this contract and allow the Mayor to enter into a contract with Dale Construction and Renovation.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: \$230,440.35

Source of Funds: American Rescue Plan Funds

Account #: 243601-53950-06

Fiscal Impact:

ARP 2021/2022 funds will be expended as allocated.

Attachments

DC Bid Proposal

ITB 2025-470

Bid Comparison Sheet

2025-470 RECOMMENDATION

Resolution

Bid Document

Project Name: May Budwine

Contractor: DALE CONSTRUCTION AND RENOVATION

Submitted By: BERNARD DALE *bernarddale68@aol.com*

Date Submitted: 12/17/2024 9:51:02 PM

CUSTOMER INFORMATION

#5 2nd Ave North, Texas City, TX 77590



Location: Unassigned

General Requirements	Quantity	Cost/Units	Total
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1 - PERMITS AND LICENSES

(Specification ID:1.00250 Estimated Qty:0)

Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current licenses required by the State, County and City.

2 - CODE COMPLIANCE

(Specification ID:1.00500 Estimated Qty:0)

All materials and methods of construction related to work performed on this project must comply with locally adopted code requirements and must meet with the approval of local code enforcement officials.

3 - WORKMANSHIP & MATERIAL STANDARDS

(Specification ID:1.02000 Estimated Qty:0)

Contractor to perform work specified in Work Write- Up in a high-quality good-workmanlike manner using specified materials or approved equals. Materials must also 1) be high quality, 2) be installed in accordance with manufacturer's specs and 3) meet requirements of code enforcement inspectors.

4 - SCHEDULING WORK

(Specification ID:1.02500 Estimated Qty:0)

Contractor to schedule work between 8:00am and 6:00pm Monday through Friday. Requests to work before or after these hours and on weekends must be approved by the inspector. Work requiring a Compliance Inspection by the Program Administrator can ONLY be performed between 8:00am and 3:00pm Monday through Friday. The Contractor responsible for scheduling and coordinating subcontractor work.

5 - COMPLIANCE INSPECTIONS

(Specification ID:1.02750 Estimated Qty:0)

Contractor to call Program Administrator for inspection of all work that will be concealed from view following completion of work on that item. For example, these inspections frequently include, but are not limited to, 1) inspection of footings, 2) inspection of roof sheathing prior to installation of new felt and shingles and 3) inspection of repaired floors prior to installation of new sub- floor, underlayment and floor coverings. Check each spec to see if a Compliance Inspection is required. Work that has been concealed without a Compliance Inspection may result in payment delays or denials!

6 - GENERAL CLEAN-UP*(Specification ID:1.05000 Estimated Qty:0)*

Contractor to provide clear and safe passage ways in and around structure during project. Contractor to remove debris and building materials from in and around structure being repaired to legal dump site regularly and at the end of the project. In progress and final clean-up to include--but is not limited to--damp wiping, sweeping, mopping and vacuuming.

Subtotal for General Requirements **\$0.00**

Doors, trim, installation of furnishings, landscaping and punch list work.	Quantity	Cost/Units	Total
7 - Installation of the appliances, landscaping and punch list. <i>(Specification ID:0 Estimated Qty:0)</i>		\$38,406.67	\$38,406.67

Installation of the gas stove, refrigerator, dishwasher, garbage disposal, clothes washer and dryer. Install the landscaping per the site plan drawings. Complete any items on the punch list.

Dry-In.	Quantity	Cost/Units	Total
8 - Dry In <i>(Specification ID:0 Estimated Qty:0)</i>		\$38,406.67	\$38,406.67

Site work water to drain to the street. Frame in the house and the garage, install the roof, windows, temporary doors and vapor barrier.

Insulation and cover up of interior and exterior work.	Quantity	Cost/Units	Total
9 - Insulation and cover up of the interior and exterior walls. <i>(Specification ID:0 Estimated Qty:0)</i>		\$38,406.67	\$38,406.67

After signing off of the electrical, plumbing and the H.V.A.C. by the city inspector. Install the drywall, tape, float the interior walls. Exterior wall covering per the drawings.

Rough-In of electrical, plumbing and HVAC.	Quantity	Cost/Units	Total
10 - Rough in of electrical, plumbing and H.V.A.C. <i>(Specification ID:0 Estimated Qty:0)</i>		\$38,406.67	\$38,406.67

After approved sign off of the dry in by windstorm, and city inspector. Rough in of electrical, plumbing and H.V.A.C. can proceed.

Top-out of plumbing electrical HVAC, painting and flooring work.	Quantity	Cost/Units	Total
11 - Top-out of the plumbing, electrical and H.V.A.C. <i>(Specification ID:0 Estimated Qty:0)</i>		\$38,406.67	\$38,406.67

After the wall covering has been signed off of by the city inspector. Paint the walls and the ceiling. Complete the top out of the plumbing, electrical, H.V.A.C, flooring, doors, trim and cabinets.

Supplemental	Total
12. Permits & Licences Secure all permits needed to commence construction	\$38,407.00

Notes

Bid Total	\$230,440.35
------------------	---------------------

OWNER ACCEPTS SCOPE OF WORK

I have read the contents of this work write up and received a copy. I fully understand the repairs to be made to my property.

X _____
Owner: Date

CONTRACTOR ACCEPTS SCOPE OF WORK

I have read the contents of this work write up and agree to perform all work called for in accordance with the bid submitted on _____.

X _____
Contractor Date

X _____
Construction Specialist Date

Appendix A – Bid Document

Submittal Checklist: (To determine validity of Bid)

- Appendix A must be included in the submittal.
- Appendix B – G all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Appendix B – Conflict of Interest | <input checked="" type="checkbox"/> Appendix E – Nepotism Statement |
| <input checked="" type="checkbox"/> Appendix C – House Bill 13, 19, 89 Verification | <input checked="" type="checkbox"/> Appendix F – Non-Collusion Statement |
| <input checked="" type="checkbox"/> Appendix D – Property Tax Statement | <input checked="" type="checkbox"/> Appendix G – Certification Regarding Debarment |

All Bids delivered to the City of Texas City shall include this page with the submittal.

ITB Number:	2025-470
Project Title:	Housing Reconstruction_32536
Submittal Deadline:	Wednesday December 18, 2024 at 10am

Bidder Information:

Bidder's Legal Name:	Bernard Anthony Dale <i>(Date Construction and Renovation)</i>		
Address:	5222 AVE K		
City, State & Zip	Galveston, TX 77551		
Federal Employers Identification Number #	475502587		
Phone Number:	409 443 8572	Fax Number:	
E-Mail Address:	bernard.dale@682901.com		

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into an agreement on behalf of the Bidder.

Printed Name and Position of Authorized Representative:

Bernard Dale CEO

Signature of Authorized Representative: _____



Signed this 17 (day) of December (month), 2024 (year)

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for bid for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City C Members;
2. Board and Commission members and appointed members by the Mayor and City Commission;
3. Directors of 4A and 4B development corporations;
4. The executive directors or managers of 4A and 4B development corporations; and
5. Directors of the City of Texas City who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a bid or proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City's website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE
USE
ONLY**

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

Date Received

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

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

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

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date 12-17-2014 Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, Bernard Dale (Person name), the undersigned representative of
(Company or

Business Name) Dale Construction & Renovation (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

12-17-2024
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE Bid.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

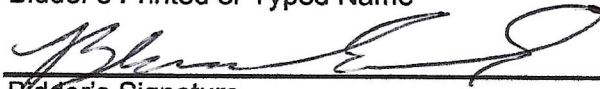
The City of Texas City, Texas has adopted the following policy:

The City of Texas City will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

I do not owe the City property taxes that are delinquent.
 I owe City property taxes that are delinquent on property located at

Bernard Dale CEO Dale Construction, Renovation
Bidder's Printed or Typed Name


Bidder's Signature

12-17-2024
Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Texas City by completing the following:

If the Proposer or Bidder is an individual:

I am not related by blood or marriage to any official or employee of the City of Texas City

I am related by blood or marriage to the following official(s) or employee(s) of the City of Texas City

Name and title of City Official

Or employee: N/A

Relationship: N/A

If the Bidder or Proposer is **NOT** an individual:

The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Texas City.

The officers of the company submitting this bid or proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Texas City.

Name and title of officer: Bernard Dale CEO Paul Construction Services

Employee and title of City Official or Employee: N/A

Relationship: N/A

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

BIDDER Bate Construction and Renovation

ADDRESS 5222 AVE K
Galveston TX 77551

PHONE 409 443 8572

FAX _____

BIDDER (SIGNATURE) 

BIDDER (PRINTED NAME) Bernard Dake CEO

POSITION WITH COMPANY CEO

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID 

COMPANY OFFICIAL (PRINTED NAME) Bernard Dake

OFFICIAL POSITION owner

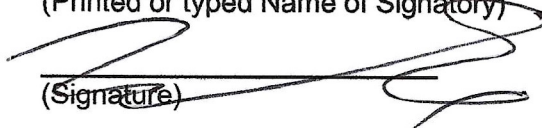
THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Appendix G – Document 00435
The City of Texas City, Texas

BIDDER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this bid that Bidder will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Bernard Dale
(Printed or typed Name of Signatory)

(Signature)
12-17-2024
(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

3.5 Pricing Sheet

Pricing Sheet		
	ITEM:	
(1)		\$
(2)		\$
(3)	RATE:	\$
(4)	Percent mark-up, if any, to be applied to provided parts or materials	%
(5)	Percent mark-up, if any, to be applied to provided equipment if necessary	%
(6)	List any additional cost that may be related to the providing the service	
		\$230,440 ⁰⁰

Respectfully Submitted,

Bidder:

By:

(Authorized Signature by Bidder)

Name: Bernard Dale

Title: CEO

Date: 12-17-2024

SECTION 5

REFERENCES

References – This section is required.

Bidder shall provide four (4) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Texas City, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name: Dawn Harris	Contact Title: mgt partner
Phone: 702 955 7535	Email: harrisarddaughter@gmail.com
Date and Scope of Services Provided: General flips and remodels since 2015	

Reference #2:

Client / Company Name:	
Contact Name: Patricia Royal	Contact Title: Project Manager
Phone: 832-255-1530	Email: carmanconsulting@yahoo.com
Date and Scope of Services Provided: Since 2012 several remodels renovations	

Reference #3:

Client / Company Name:	
Contact Name: Cherry Linscomb	Contact Title: Realtor
Phone: 281 640 2122	Email: sherri@tygericonsulting
Date and Scope of Services Provided: Since 2018 residential remodels investors several projects	

Reference #4:

Client / Company Name:	
Contact Name: Joshua Woodard	Contact Title: CEO
Phone: 832 506 0501	Email: Joshua@linwoodsolutions.com
Date and Scope of Services Provided: Since 2019 several projects remodel renovate.	

Case 32536: Budwine Mae
Work Write Up 159: May Budwine
Bid Open 12/12/2024
Bid Close 12/18/2024

Id	Spec Id	Category	Location	Item	Cost Estimate	222: DALE CONSTRUCTION AND RENOVATION [615]	271: Makina Construction [617]
1	1.00250	General Requirements	Unassigned	PERMITS AND LICENSES	\$ -	\$ -	\$ -
2	1.00500	General Requirements	Unassigned	CODE COMPLIANCE	\$ -	\$ -	\$ -
3	1.02000	General Requirements	Unassigned	WORKMANSHIP & MATERIAL STANDARDS	\$ -	\$ -	\$ -
4	1.02500	General Requirements	Unassigned	SCHEDULING WORK	\$ -	\$ -	\$ -
5	1.02750	General Requirements	Unassigned	COMPLIANCE INSPECTIONS	\$ -	\$ -	\$ -
6	1.05000	General Requirements	Unassigned	GENERAL CLEAN-UP	\$ -	\$ -	\$ -
7	0	Doors, trim, installation of furnishings, landscaping and punch list work.	Unassigned	Installation of the appliances, landscaping and punch list.	\$ 47,734.00	\$ 38,406.67	\$ -
8	0	Dry-In.	Unassigned	Dry In	\$ 47,734.00	\$ 38,406.67	\$ -
9	0	Insulation and cover up of interior and exterior work.	Unassigned	Insulation and cover up of the interior and exterior walls.	\$ 47,734.00	\$ 38,406.67	\$ -
10	0	Rough-In of electrical, plumbing and HVAC.	Unassigned	Rough in of electrical, plumbing and H.V.A.C.	\$ 47,734.00	\$ 38,406.67	\$ -
11	0	Top-out of plumbing electrical HVAC, painting and flooring work.	Unassigned	Top-out of the plumbing, electrical and H.V.A.C.	\$ 47,734.00	\$ 38,406.67	\$ -
				Supplemental	\$ -	\$ 38,407.00	\$ -
					\$ 238,670.00	\$ 230,440.35	\$ -

Notes

Signature _____

CITY OF TEXAS CITY, TEXAS

PURCHASING DEPARTMENT • OFFICE: (409) 643-5950 • FAX: (409) 942-1073



Texas City
EST. 1911

Mayor:
Dedrick Johnson

Commissioners
Thelma Bowie
Abel Garza Jr.
DeAndre Knoxson
Keith Love
Chris Sharp
Jami Clark

To: Dedrick Johnson Sr., Mayor

From: Gwynetheia Shabazz Pope, Purchasing Coordinator

CC: Cynthia Rushing, Chief Financial Officer
Titilayo Smith, Community Development Director

Date: February 17, 2025

Re: Invitation to Bid 2025-470 Housing Reconstruction_32536

Enclosed for your review and approval is the award recommendation for ITB 2025-470 Housing Reconstruction_32536

HISTORY

The objective of the Invitation to Bid was to obtain qualified vendors to provide the construction of a two (2) bedroom, two (2) bath Single-Family Structure. We received bid packages from three (3) qualified agencies.

AWARD RECOMMENDATION

The Purchasing Department recommends awarding the contract to Dale Construction as they were the agency who provided the lowest price of \$230,440.00 in addition to meeting the requirements outlined in the bidding documents.

Gwynetheia Shabazz Pope, CTPM, CTCM
Purchasing Coordinator

"QPS - Quality Public Service"

1801-9TH Street North • P.O. Drawer 2608 • Texas City, Texas 77592-2608
<http://www.texascitytx.gov>

RESOLUTION NO. 2025-026

A RESOLUTION AWARDING A RECONSTRUCTION CONTRACT TO DALE CONSTRUCTION AND RENOVATION IN RESPONSE TO ITB NO. 2025-470; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the objective of the Invitation to Bid was to obtain qualified vendors to provide the construction of a single-family structure; and

WHEREAS, it is the recommendation of the Director of Community Development & Grants Administration that the Commission award this contract and allow the Mayor to enter into a contract with Dale Construction and Renovation.

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

SECTION 1: The City Commission approves a contract with Dale Construction and Renovation.

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

PASSED AND ADOPTED this 5th day of March 2025.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (f)

Meeting Date: 03/05/2025

INTERLOCAL PURCHASE AGREEMENT

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

Department: Purchasing

Information

ACTION REQUEST

Request to approve an Interlocal Purchase Agreement between CoTC and TCISD for the purpose of utilizing current contracts

BACKGROUND (Brief Summary)

This Interlocal Purchase Agreement is entered into by the Texas City ISD and the City of Texas City acting by and through their respective signature authorities, pursuant to and under the authority of the Interlocal Cooperation Act. Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code.

RECOMMENDATION

Request to approve an Interlocal Purchase Agreement between CoTC and TCISD for the purpose of utilizing current contracts between both parties. This agreement was passed by TCISD governing body on February 11, 2025, and now requires the approval of our governing body.

Fiscal Impact

Attachments

Resolution

**INTERLOCAL PURCHASE AGREEMENT
BETWEEN THE TEXAS CITY INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF TEXAS CITY**

This Interlocal Purchase Agreement (the "Agreement") is entered into by the Texas City Independent School District and the City of Texas City acting by and through their respective signature authorities, pursuant to and under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code, for the purpose of participating in cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and

WHEREAS, a local government that purchases materials, supplies, goods, services, or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services, or equipment; and

WHEREAS, the Parties desire to enter into a cooperative purchasing program that will allow Parties to purchase materials, supplies, goods, services, or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Parties, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies; and

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE I - PURPOSE

1. The purpose of this Agreement is to establish a cooperative purchasing program

between the Parties, which will allow the Parties to realize savings when purchasing materials, supplies, goods, services, or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services. Each Party, in contracting for the purchase of supplies, materials, equipment, and services, agrees, at its discretion, to extend competitively procured contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors. This Agreement does not create a partnership, association, joint venture, or trust.

ARTICLE II - TERM

2. The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date") and shall continue for a period of one year from the Effective Date and shall renew annually. This Agreement shall remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III - TERMINATION

3. A Party may withdraw its participation from and terminate this Agreement without cause and for convenience by providing thirty (30) days prior written notice to the other Party. However, termination of this Agreement by a Party shall not terminate an existing contract between a Party and a vendor unless the terms of such vendor agreement provide otherwise.

ARTICLE IV - PURCHASING

4. Each Party will designate a person to act on their behalf in all matters relating to the cooperative purchasing program. To accomplish a cooperative procurement, one of the parties under this Agreement shall competitively procure goods or services in a manner that in addition to complying with its own procurement requirements, complies with those of the other Party, after which the other Party may conduct purchases off of such competitively procured contract. All purchases will be effected by a purchase order from the purchasing party and directed to the vendor(s) or such other contract documents or instruments as the purchasing Party and vendor may agree upon. The Parties will make payments directly to vendors under the contracts made under Chapter 271, Subchapter F, Texas Local Government Code. The purchasing Party shall be responsible for its own ordering, inspections, and acceptance of goods and services and further shall be responsible for ensuring compliance with its own procurement requirements. The purchasing Party will be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery. The originating contracting Party is not responsible or liable for the performance of any vendor used by the purchasing Party as a result of this Agreement.

ARTICLE V - CURRENT REVENUE

5. The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that this Agreement creates no debt and

that any debt created through a purchase shall be the sole obligation of the Purchasing Party and no obligation or Interlocal Purchase Agreement Between Texas City Independent School District and the City of Texas City liability for such debt shall be a liability or obligation of the other Party.

ARTICLE VI - FISCAL FUNDING

6. The financial obligations of the Parties, if any, under this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VII - MISCELLANEOUS

7A. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

7B. Amendment: This Agreement may be amended by the mutual written agreement of the Parties.

7C. Severability: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

7D. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Galveston County, Texas.

7E. Entire Agreement: This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

7F. Recitals: The recitals to this Agreement are incorporated herein.

7G. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

7H. No Assignment: The Parties may not assign or transfer their rights under this Agreement.

7I. Compliance with Law: Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

7J. No Waiver of Rights: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

This Interlocal Agreement is executed to be effective on the date of the last party to sign.

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

By: Meli Duarte Date: 2-12-25
Name: Dr Melisse Duarte
Title: Superintendent
Address: _____

APPROVED AS TO LEGAL FORM:

By: _____ Date: _____

CITY OF TEXAS CITY, TEXAS

By: _____ Date: _____
Name: _____
Title: _____
Address: _____

APPROVED AS TO LEGAL FORM:

By: _____ Date: _____

RESOLUTION NO. 2025-027

A RESOLUTION APPROVING AN INTERLOCAL PURCHASE AGREEMENT BETWEEN THE CITY OF TEXAS CITY AND THE TEXAS CITY INDEPENDENT SCHOOL DISTRICT (TCISD) FOR THE PURPOSE OF UTILIZING CURRENT CONTRACTS BETWEEN BOTH PARTIES; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Interlocal Purchase Agreement is entered into by the Texas City ISD and the City of Texas City acting by and through their respective signature authorities, pursuant to and under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code; and

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

SECTION 1: The City Commission approves the Interlocal Purchase Agreement between Texas City ISD and the City of Texas City.

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

PASSED AND ADOPTED this 5th day of March 2025.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (g)

Meeting Date: 03/05/2025

Marandita Waldrop appointment to Library Board

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Requesting to appoint Marandita Waldrop to the Library Board.

BACKGROUND (Brief Summary)

On or about February 13, 2025, Donna Steele resigned from her position on the Library Board. After reviewing applications, the Library staff met with Marandita Waldrop and determined that she would be a great fit for the established Library Board and made a recommendation for her appointment. This appointment will fill the vacancy on the Board created by Donna Steele's departure.

There is no fiscal impact for this agenda item.

RECOMMENDATION

The Library Director, City Secretary, and Mayor recommend the appointment of Marandita Waldrop to the Library Board.

Fiscal Impact

Attachments

Exhibit A
Resolution



Texas City

EST. 1911

CITY OF TEXAS CITY

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

Thank you for your interest in volunteering your time and talents to the City of Texas City. Please fill out the below application (required) and attach an updated resume' (optional). As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Texas City Commission. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 40% of called meetings in any twelve consecutive months, for other than medical reasons, may be removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Texas City unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type of Print Clearly:

Date: 2-24-2025

Name: MARANDITA WALDROP

Phone: [REDACTED]
(Home)

Address: [REDACTED]

Phone: —

City/State/Zip Texas City 77590

Cell: [REDACTED]

Email: rwaldrop51217@gmail.com

I have lived in Texas City 6 years.

I am am not a U.S. Citizen

Occupation: retired; previous owner of a Mobile x-ray service, worked as a Director of Sales & Marketing before retirement

Professional and/or Community Activities relative to your desired Board appointment: currently I am the treasurer for Friends of the Library

Additional Pertinent Information/References:

Would like to get more involved in the community and bring professional and life experiences to the table.

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

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

Decision-Making Boards and Commissions

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


Meeting Information

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

Advisory Committees

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

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



 Signature of Applicant

RECEIVED
 By R. Leigh at 12:33 pm, Feb 24, 2025

Please return this application to:

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

or

leigh@texascitytx.gov



Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return to the City Secretary's Office within fourteen days of receipt.

I **DO** elect public access to my: (please indicate items you would like available, if any)

home address

home telephone number

personal email address

cell or pager numbers not paid for by the City

emergency contact information

information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Maraudeta Waldrop
Board Member's Signature

2-24-2025
Date

MARAUDETA WALDROP
Board Member's Printed Name

RESOLUTION NO. 2025-028

A RESOLUTION APPOINTING MARANDITA WALDROP TO THE BOARD OF TRUSTEES FOR THE MOORE MEMORIAL PUBLIC LIBRARY; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Library Board is composed of nine (9) members; and

WHEREAS, on or about February 13, 2025, Board Member Donna Steele notified Cheryl Lowen, Library Director, that she would no longer be able to serve; and

WHEREAS, in order to continue the uninterrupted and efficient operation of the Library Board, it is necessary for the Mayor of the City of Texas City to appoint a member to fill the remainder of the term for the vacated position; and

WHEREAS, it is recommended that Marandita Waldrop replace Donna Steele as a Board Member.

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 appoints Marandita Waldrop to fill the position vacated by Donna Steele.

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

PASSED AND ADOPTED this 5th day of March 2025.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 03/05/2025

Consider and take action on the third reading and final adoption of Ordinance No. 2025-04 to amend Sign Ordinance to add Kiosk Signs

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Curt Kelly, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Amend Texas City Code of Ordinances Section 155 to add Kiosk Signs as an Allowable Sign.

BACKGROUND (Brief Summary)

Homebuilders need an attractive, reliable and efficient method to guide potential homebuyers to subdivisions in development. The use of temporary “bandit signs” in the public rights of way is not an attractive or efficient method and is prohibited by the existing Texas City sign ordinance because the unregulated use of bandit signs can be unsightly and detrimental to the aesthetics of the community. Kiosk sign plazas are an industry practice which provides the wayfinding and advertisement needed by homebuilders and homebuyers to find subdivisions in development in a manner that is attractive, reliable and efficient. The sign plazas are approved by the City as to form, format and location and perpetually managed and maintained by others without cost to the City.

The kiosk sign plazas are used in the following cities around Texas City: Alvin, Bryan/College Station, Conroe, Dickinson, League City and Pearland.

RECOMMENDATION

Staff recommend approval of the amendment to add kiosk signs as an Allowable Sign under the Texas City Off Premises Sign Ordinance.

Fiscal Impact

Attachments

ORD 2025-XX - Amending Sign Ordinance Sec155 - Kiosk Signs

National Sign Plazas

National Sign Plazas - Agreement

ORDINANCE NO. 2025-____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, OF THE CITY OF TEXAS CITY, TEXAS, TITLE XV – LAND USE, CHAPTER 155, “SIGNS”, REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; DISPENSING WITH THE CHARTER REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there is a need to amend The Code of Ordinances of the City of Texas City, Texas, Title XV – LAND USE, Chapter 155 – Signs to make provision for the use of kiosk signs in the City of Texas City, and

WHEREAS, homebuilders and others have need for wayfinding and other signs to guide homebuyers to their new developments.

WHEREAS, the use of “bandit signs” in the rights of way by homebuilders is not compliant with the city sign ordinance and has the potential to be unsightly and distracting.

WHEREAS, the use of a kiosk sign plaza program is a common industry practice which is satisfactory to homebuilders and meets the need to guide potential homebuyers to new developments in an attractive, efficient and consistent manner with minimum burden upon city resources, and

WHEREAS, the City Commission determines that amending the Code of Ordinances of the City of Texas City, Texas, Title XV – Land Use, Chapter 155 – Signs, to make provision for the use of kiosk sign plazas will promote the health, safety, morals, and general welfare of the City and the safe, orderly, and healthful development of the City;

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

Section 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to promote health, safety, morals, or general welfare and the safe, orderly, and healthful development of the municipality.

Section 2. The City of Texas City’s Code of Ordinances, Section 155 SIGNS is hereby amended to add Section 155.071 Kiosk Signs as follows:

§ 155.071 Kiosk Signs: The City of Texas City, by duly executed license agreement, shall grant the exclusive right to design, erect, and maintain kiosk signs within the City of Texas City.

- a) Kiosk signs must be designed and constructed according to specifications approved by the Chief Building Official in accordance with applicable codes.
- b) Prior to erecting any kiosk sign, the licensee shall submit a sign location map to the City for approval.
- c) Kiosk signs shall include breakaway design features as required for traffic signs in the street rights-of-way.
- d) Price information is prohibited on kiosk signs.
- e) No signs, pennants, flags, or other devices for visual attention of other appurtenances shall be attached to kiosk signs.
- f) Kiosk signs shall not be illuminated.
- g) Individual sign panels on kiosk signs shall have a uniform design and color.
- h) Kiosk signs shall not interfere with the use of sidewalks, walkways, bike trails, or hiking trails; shall not obstruct the visibility of motorist, pedestrians, or traffic control signs; shall not be installed in the immediate vicinity of street intersections and shall comply with the any visibility triangle as dictated by the City of Waxahachie.
- i) No kiosk sign plaza or sign panel shall be installed within the right-of-way of a state highway without written authorization from the Texas Department of Transportation.
- j) All kiosk signs shall be maintained in like-new condition and shall be free of grass and weeds in surrounding vicinity.
- k) The agreed upon license shall be consistent and comply with this Ordinance.

Section 3. This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

Section 4. It is hereby declared to be the intention of the City Commission of the City of Texas City, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. All rights and privileges of the City of Texas City, Texas, are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 6. This Ordinance shall be effective immediately upon the passage, approval and publication as required by law.

PASSED ON FIRST READING this 5th day of February 2025.

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

PASSED ON SECOND READING this 19th day of February 2025.

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

PASSED ON FINALLY ADOPTED this 5th day of March 2025.

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



NATIONAL SIGN PLAZAS

Cleaner Streets in High-Growth, Pro-Growth Communities

How to rein in chaotic
temporary signage without
alienating your home builders



Cleaner Streets in High-Growth, Pro-Growth Cities

A high-growth, pro-growth city is an inviting place to live – as long as growth is managed. Few things signal a lack of management to potential residents like rights-of-way cluttered with temporary home builder signage.

Rogue or snipe signs can really clutter your streets, especially in a housing boom. Left unchecked, these signs create a broken window effect on your streets and deter home shoppers from buying in your community.

There's a catch though...

More than 50% of traffic to new home communities comes from directional signs. Not digital ads. Not social media. Physical signage!

The NSP Homebuilder Directional Sign Program is a fully-managed no-cost solution that helps cities and counties rein in chaotic home builder signage without alienating the builders upon whom your economy relies.

- Generate revenue for your community – at no cost to you.
- Welcome visitors with signage bearing your civic brand.
- Simplify enforcement of temporary signage codes.

In this paper, we'll explore the challenges of unchecked temporary signage and the benefits of uniform signage programs like the NSP Homebuilder Directional Sign Program.





Cleaner Streets in High-Growth, Pro-Growth Cities

Codes and Clutter: The Cost of Rogue Signs

Did you know that the City of Houston spends \$282,000 annually removing illegal signs?

The city's three-person sign removal crew eliminates 30,000 signs annually. Additionally, Harris County has deputized 246 volunteer "sign rangers" who educate local businesses and (when necessary) enforce sign codes in unincorporated areas.

Texas state lawmakers are considering increasing penalties for repeat offenders to make hanging illegal signs hurt to the point it isn't worth it.

Now, these numbers reflect the cost of managing all kinds of rogue signs (not just builder signs) but they speak to the broader expense of sign code enforcement.

Uniform signage programs transform sign management costs with a new revenue source thanks to administration fees paid by builders for placement on attractive sign plazas.

Over the last five years, NSP has remitted more than \$2.5 million to cities and counties. Those funds have been reinvested in code enforcement, wayfinding systems, parks and recreation signage, and other programs.

** Houston Chronicle, "Illegal signs cost Houston \$300K yearly. 'Sign rangers,' new legislation are fighting back", March 20, 2023.*

Case Study » Waxahatchie, Texas

Population growth: 22,000 in 2000; 48,000 in 2023

As its population doubled in just 20 years due to Dallas-Fort Worth's expansion, the City of Waxahatchie faced a problem – chaotic and unsightly homebuilder signs.

Today, the NSP Homebuilder Directional Sign Program mitigates Waxahatchie's rogue signage challenge. It also supports the city's new wayfinding and placemaking system that captures I-35 traffic and directs it toward points of interest in the city.

Waxahatchie city manager Michael Scott called our program: "A unique sign solution to the growing problem of homebuilder 'snipe' signs."





Cleaner Streets in High-Growth, Pro-Growth Cities

Win-Win Solution: Partnering with Home Builders

More than 50% of home shoppers follow directional signs to a new community. That's right. Less than half come from online or print advertising.

Why? Because people don't shop for the right home builder brand. They don't say, "I really want an ABC Home." Instead, people shop for the right community. They say, "I want to live in this City" and then they browse.

That's not to say that digital marketing serves no purpose. It's a key brand awareness channel. It just requires directional signage to connect brand awareness efforts to direct response (i.e. foot traffic) in the physical environment.

Uniform sign plazas support your builders' marketing efforts, aid potential residents in browsing your community, and protect your streets from clutter.

"It's an excellent win-win solution," said Peter Schwartz, CEO of the Home Builders Association of Greater Chicago. "The benefits of the NSP program to homebuilders and municipalities alike are numerous."



Case Study » Walton County, Georgia

Population growth: 61,000 in 2000; 101,000 in 2023

New home construction is back in Walton County ... and so is the NSP Homebuilder Directional Sign Program.

During its last housing boom, Walton County adopted our program to curb temporary home builder signs. When the county's growth leveled off in the 2010s, we removed our sign plazas.

With construction back on the rise, we've installed 21 new sign plazas to help the county to rein in unsightly temporary signage.

Walton joins Cherokee, Douglas, and Cobb counties and numerous municipalities as adoptees of our program in metro Atlanta.



Cleaner Streets in High-Growth, Pro-Growth Cities

Civic Branding: Showcasing Your Community

As stated above, people don't shop for home builder brands. They shop for communities. They select your community for its schools, career opportunities, civic amenities, etc., and then follow directional signage to new home developments in the area.

And, yet, the vast majority of directional signage focuses on the builder's brand and offers – and largely ignores the civic brand.

Uniform sign plazas flip the script by showcasing the civic brand through visual plaza toppers first and then assisting traffic in navigating the environment.

Whereas temporary directional signs focus on the home builder brand, uniform sign plazas focus on the community.

“This has been one of those rare opportunities where our City has taken a risk in order to solve an ongoing problem and has pleased everyone in the process,” said Jim Bechtol, Community Development Director for the City of Leander, Texas.

Future Residents: Supporting Home Shoppers

For home shoppers, visiting a new residential development is a sociological activity largely made up of impromptu decisions. Remember, the home buying process typically begins with semi-passive browsing of developments based on a desire to live in your city.

Cluttered street corners create a broken window effect on your streets and deter home shoppers from further exploration of your community.

What's even worse? Getting lost!

In especially high-growth areas, many roads are so new that they don't yet appear in Google Maps and other GPS navigation systems.

Directional signage prevents shoppers from getting lost, giving up, and taking their wallets with them.



Case Study » Queen Creek, Arizona

Population growth: 3,800 in 2000; 79,000 in 2023

In 2022, the Town of Queen Creek grew faster than any other municipality in Arizona – continuing a boom dating back to the early 2000s.

That growth led to both unsightly temporary home builder signs and a new roadway that diverted traffic away from Queen Creek's historic downtown.

Today, NSP's sign plazas declutter the town's streets while also tying into and funding a new wayfinding and placemaking system that helps visitors locate downtown businesses.



NATIONAL SIGN PLAZAS

“It’s an excellent win-win situation.”

- Peter Schwartz, CEO, Home Builders Association of Greater Chicago

Temporary rogue signage can really clutter your streets – especially in a housing boom.

Since 1997, National Sign Plazas has rescued high-growth pro-growth cities nationwide from the blight of temporary home builder signage by coordinating residential development systems that communicate the developer’s sales message while unifying visual civic branding.

The NSP Homebuilder Directional Sign Program is a fully-managed no-cost solution that protects your streets from chaotic weekend and offsite home builder signage – without alienating the builders upon whom your economy relies.

- Rein in chaotic signage without alienating builders.
- Generate revenue for your community – at no cost to you.
- Welcome visitors with signage bearing your civic brand.
- Simplify enforcement of temporary signage codes.

Endorsed by the residential development community, our program is designed as an added value to your city’s community development goals, allowing your city to build revenue for investment in other beautification efforts such as public art, landscaping, and wayfinding.

No wonder Waxahachie city manager Michael Scott called our program: “A unique sign solution to the growing problem of homebuilder ‘snipe’ signs.”



Learn more at www.nsp.biz or call (888) 982-1234.

AGREEMENT FOR SERVICES

This Agreement (“Agreement”) is entered into by and between the TEXAS CITY (“CITY”) and NATIONAL SIGN PLAZAS, INC., an Arizona corporation (“Contractor”) (collectively, the “Parties”).

WHEREAS, City Code of Ordinances Section _____ allows City to install Sign Plazas within rights-of-way and,

WHEREAS, City desires to initiate a Homebuilder Sign Plaza Program designed to give direction to subdivisions, developers and homebuilders within the City, and to contract for the installation and maintenance of the Sign Plazas and sign panels,

WHEREAS, Contractor represents that it is an Arizona corporation authorized to do business in the State of TEXAS ; and

WHEREAS, Contractor desires to install Homebuilder Sign Plazas (“Sign Plazas”), Sign Panels (“Sign Panels”) as described more fully in this Agreement; and

WHEREAS, Contractor desires to maintain the Sign Plazas subsequent to this Agreement after their installation and to lease space on the Sign Plazas to developers and homebuilders and to bill and collect fees from the developers and homebuilders for itself and for the City; and,

WHEREAS, Contractor submitted a proposal that meets the City’s needs.

NOW, THEREFORE in consideration of these recitals and other good and valuable consideration, the value and receipt of which is acknowledged, City and Contractor agree as follows:

1. Recitals. The Recitals above are hereby incorporated into this Agreement by reference.
2. Contract Documents. The Contract Documents, which set forth the entire Agreement of the Parties, are named below. In the event of a conflict between the terms of two or more documents, they shall take priority in the order set forth below:
 - A. All applicable laws and regulations of the City of Texas City and the State of Texas.
 - B. This Agreement.

Each party shall comply with all of the terms, conditions and specifications contained in the Contract Documents.

1. Scope of Work Sign Plaza Program. Contractor shall perform the work set forth in the Contract Documents. In general, this work shall consist of the following:

In administrating the Sign Plaza Program, the contractor will:

- A. Construct, install, maintain and repair approved Sign Plazas and Sign Panels.
- B. Contract with developers and homebuilders for the lease of Sign Panels on the Sign Plazas.
- C. Assist City in determining appropriate locations for Sign Plazas.
- D. Assist City with identifying and removing all illegal off-premise signage.
- E. Attend meetings as necessary with City staff and developers to coordinate project.
- F. Collect all lease payments and remit to City, on a quarterly basis, an administrative fee as specified in Section 4.B of this document.

2. Definition, Purpose of Sign Plaza Programs and Specifications of Sign Plazas.

- A. Definition. For the purposes of this Agreement, a Sign Plaza is a structure placed in the City right of way for the purpose of displaying Sign Panels. The specifications of the Sign Plaza and Sign Panels are more fully developed in these Contract Documents.
- B. Purpose of Sign Plazas. The purpose of Sign Plazas is to provide direction for homebuyers, and the like, to the location of subdivisions, housing developments, homebuilders and new home sales within the City of Texas City while discouraging the placement of unsightly and hazardous off-site directional signs.
- C. Specifications of Sign Plazas and Sign Panels. Contractor agrees to manufacture and install Sign Plazas, Sign Panels and associated elements in accordance with the specifications in these Contract Documents and the following:
 1. Sign Plaza Structures shall not exceed twelve (12) feet above average grade. Structures shall be more completely described in Exhibit A.
 2. Sign Plazas shall be constructed of steel and/or aluminum and shall be capable of displaying up to ten (10) Sign Panels, doubled-sided, if necessary.
 3. A City identity panel will be designed for the City of Texas City, TX and shall be prominently displayed at the top of any Sign Plaza within the jurisdictional limits of City of Texas City and shall be visible on any side of a Sign Plaza which displays directional Sign Panels.

4. The color of all Sign Plaza Structures shall be TBD. All Sign Panels placed on Sign Plazas shall conform to Section 3.D.11 below. All Sign Panels placed on Wayfinding Signs shall conform to Section 3.D.12 below.
 5. The Contractor shall submit final design plans to the City for approval prior to installation of any Sign Plaza.
 6. No additions, tag sign streamers, attention-getting devices or other appurtenances shall be attached to any Sign Plaza or Sign Panel.
 7. Sign Plaza locations shall be approved and designated by the City with the assistance of the Contractor.
 8. At the City's request and direction, the Contractor shall remove and relocate any Sign Plazas within thirty (30) days of the receipt of written notice at no cost to the City.
 9. Contractor shall provide to the City a semi-annual inventory report of existing installed Sign Panels.
 10. Sign Panels placed on Sign Plazas shall contain only the name of a residential community, subdivision, homebuilder, City name and logo, the builder or developer's name and/or logo, the builder or developer's recognized color scheme, and directional information or the name of the builder/developer and logo and an appropriate directional arrow. Directional arrows will be of a uniform size; a line of text at the bottom of the Sign Panel with directional information is permissible. Fluorescent colors are not allowed. Reflective colors and text are permissible. Unless so authorized by City, the Sign Panels shall not appear to replicate the commonly accepted color schemes of motorist signs.
 11. Contractor shall, at its own cost, maintain, repair, replace and repaint each Sign Plaza as necessary or deemed necessary by the City. Upon notice by the City, Contractor agrees to undertake necessary repairs or replacement of any Sign Plaza, and the associated Sign Panels, within seventy-two (72) hours of receipt of notice.
 12. Contractor shall not install or maintain any Sign Plazas or Sign Panels within the City, which are not in compliance with the terms of this Agreement.
 13. Sign Panels on the Sign Plazas shall be constructed of a material suitable for the needs of exterior wear and treatment.
3. Number of Sign Plazas. The City has sole discretion to determine the number and placement of the Sign Plazas in its right-of-way. The City shall agree to allow the signage to direct homebuyers to each new housing community or public facility. Said signage shall be defined as one Sign Plaza at each location where homebuyers, citizens or the like require information regarding a change of direction and likewise where homebuyers, citizens or the like would need

reassurance to continue in a certain direction. Contractor may submit to City, at any time during the term of this Agreement, subsequent requests for the timely approval of additional Sign Plaza locations, as may be expressed by, but not limited to, homebuilders, developers, residential communities or citizens over the term of this Agreement.

4. Price and Payment Schedule for the placement of Sign Plazas and Sign Panels. Subject to the provisions in Paragraph 6 below, the price and payment schedule for Sign Plazas shall be as follows:
 - A. The Contractor will fabricate the Sign Plazas and Sign Panels at no cost to the City.
 - B. The Contractor will provide to the City the equivalent of 10% of available space on the approved and installed Sign Plazas, with no more than two City panels installed at any one location.
 - C. Contractor will collect, and remit to the City, an amount of ten dollars (\$10) per panel side per month, which has directional information, excluding that of public service panels, as an administrative fee for the entire term of this Agreement. Said fees shall be remitted within sixty (60) days of the end of each fiscal quarter. Fiscal quarters will be based on the Contractor's fiscal cycle, beginning October 1 and ending September 30.

5. Term of Agreement and Termination of Agreement
 - A. Term. The term of this Agreement is Five (5) years.

 - B. Renewal. At the end of the initial Five-year term, this contract will automatically renew for a term of Five (5) years unless either party provides at least ninety (90) days advanced notice of their intention(s) to terminate this Agreement.

 - C. Termination. This Agreement may be not be terminated by either party, except for breach as provided for in this Agreement:
 1. Termination by City. If Contractor breaches and fails to remedy said breach as provided for in this Agreement, the City may terminate this contract. Contractor shall remove the Sign Plazas within thirty (30) businesses days after receiving a written termination letter from the City.

 2. Termination by Contractor. If Contractor terminates this Agreement before the end of the term as stated in subsection A immediately above, Contractor agrees that the Sign Plazas shall remain in place and that the Sign Panels and all receivables from the placement of the Sign Panels shall become the property of the City. Further, Contractor agrees to promptly transfer all information related to the placement of the Sign Panels to the

City, including, but not limited to, the original sign service documents, an accounting of all open accounts, and all other relevant documents. After the transfer of all information, this Agreement shall be of no further effect.

6. Placement of Sign Panels on Sign Plazas. After the City's written approval and acceptance of the installed Sign Plazas, the City agrees to extend to Contractor an exclusive right to use the Sign Plazas for Sign Panel placements and to maintain the Sign Plazas and Sign Panels subject to the terms of this Agreement.
 - A. Contractor agrees to offer and place Sign Panels for homebuilders, developers and residential communities. Contractor further agrees to use Contractor's best efforts to place all available Sign Panels.
 - B. Contractor agrees that the placement fees for the Sign Panels will be set at market rate. Contractor shall be allowed an annual cost of living increase for the fees as determined by the Consumer Price Index.
 - C. Contractor agrees to maintain all aspects of the placement of the Sign Panels, including entering into sign placement service agreements, billing, collecting fees, and paying any applicable taxes and fees.
 - D. Contractor will remit to the City on a quarterly basis the amount of the City's Administrative Fee as specified in Section 5.B of this document.
 - E. Contractor agrees to provide an annual report to the City pertaining to the number of Sign Panels installed within the City, the amount billed and the collection of the City's amount Administrative Fees.
 - F. Contractor agrees that in no event will the City be liable for any fee payment or other fees related to the placement of the Sign Panels on the Sign Plazas.
 - G. Contractor agrees to include in all sign service agreements an assignment clause which will assign Contractor's rights to fee payment to the City in the event Contractor elects to terminate this Agreement pursuant to Paragraph 5.C.2 above.
 - H. Homebuilders, developers, and residential communities with sites located within the jurisdictional boundaries of the City, present and soon-to-be-annexed, shall at all times be allowed to participate in the Sign Plaza program. Further, the City agrees to allow participants to direct traffic to adjacent communities and sales offices that may lie outside of the City's jurisdictional boundaries, so long as neighboring cities also operate a homebuilder sign plaza program managed by Contractor.
 - I. City and Contractor agree that no Sign Panels other than those manufactured and installed by Contractor shall be allowed on the Sign Plaza Structures.

7. Maintenance of Sign Plazas:
- A. Contractor agrees to maintain the Sign Plazas and Sign Panels for the term of this Agreement.
 - B. Contractor agrees to replace damaged Sign Plazas and Sign Panels, as it deems necessary or as requested by the City.
 - C. Contractor agrees to provide to the City a telephone number and a contact person allowing the City to contact Contractor requesting maintenance on the Sign Plazas or Sign Panels 24 hours a day, seven days a week.
 - D. Contractor agrees to repair all Sign Plazas within five (5) business days of the receipt of the City's written request for repair. Contractor further agrees to remove for repair all Sign Panels within seventy-two (72) hours of written notification of the need of repair by the City. Sign Panel will be replaced within five (5) business days of the written notification.
 - E. Contractor agrees to maintain a regular maintenance schedule to check each Sign Plaza and Sign Panel for all necessary repairs and to complete those repairs promptly.
 - F. Contractor agrees to maintain the grounds around the base of the sign plazas.
 - G. Contractor agrees to maintain all Sign Plazas, Sign Panels in conformity with the terms of this Agreement.
8. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City, its officials, officers, officers, agents, and employees from: a) liability for damages resulting from injury, death, property damage, and economic loss suffered by any person as a result of the negligent or willful act or omission of the Contractor or the Contractor's officer, agent, employee, or subcontractor; and b) reasonable attorney fees, court costs, settlement expenses and litigation expenses related to liability described in subsection a) immediately above and/or relating to any claim or action asserting such liability against the City, its officials, officers, agents, and employees, unless said claim or action is the result of the negligent or willful act or omission of the City or the City's officer, agent, employee, or subcontractor.
9. Insurance. Contractor shall maintain in full force and effect throughout the entire term of this Agreement insurance with an insurance company authorized to conduct business in CITY OF TEXAS CITY, TX with the following policy limits.
- A. Comprehensive General Liability - \$2,000,000 combined aggregate
 - B. Automobile Liability - \$1,000,000
 - C. Workers Compensation
 - 1. Bodily Injury by Accident - \$1,000,000
 - 2. Bodily Injury by Disease - \$500,000

Upon written request, Contractor shall present a Certificate of Insurance in a form satisfactory to the City Attorney which shall name the City as an additional insured party on Contractor's Comprehensive General and Automobile Liability policies. If during the term of this Agreement, any such insurance is canceled, or if Contractor fails to renew same, or if the policy limits are reduced below the limits required above, such event shall constitute a default of this Agreement. Contractor shall immediately notify the City in writing if such an event occurs. Contractor shall have Five (5) business days to cure any such default.

10. Independent Contractor. Contractor shall, at all times herein, be an independent contractor and not an employee of the City, nor shall any of the Contractor's employees or subcontractors be an employee of the City.

11. Notice. Any notice required to be given pursuant to this Agreement may be personally served upon the parties or may be served by certified mail, return receipt required, to:

CITY: _____ CONTRACTOR:

City of Texas City

Attn: Mayor

1801 9th Avenue North

Texas City, TX 77590

Telephone: (409) 948-3111

National Sign Plazas, Inc.

Attn: Grant Hayzlett, President

2202 West Huntington Drive

Tempe, AZ 85282

Telephone: (480) 968-2978

12. Assignment and Subcontracting. Contractor may not delegate, assign or subcontract all or any part of the work except the fabrication and installation of the Sign Plaza and production of the Sign Panels, which require equipment, materials and expertise which the Contractor reasonably may not be expected to possess, without the City's prior written consent.

13. Miscellaneous. The Contract Documents represent the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations of Agreements, whether written or oral, except as where noted. The Contract Documents may be modified only by a written document signed by both parties and approved by the Texas City City Council at a public meeting. This Agreement shall be governed under Texas State law.

14. Mutual Drafting. The City and the Contractor each has had opportunity to consult legal counsel regarding the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.

15. Default and Remedies. If any Party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have thirty (30) days after the receipt of such notice in

which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

In Witness Whereof, authorized parties have signed this Agreement on the dates indicated below.

City of Texas City, Texas

National Sign Plazas, Inc
an Arizona Corporation

By _____

By _____
Grant Hayzlett, President

Date _____

Date _____

Approved as to Legal Form

By _____
City Attorney

Exhibit "A"
Design Intent

CITY COMMISSION REGULAR MTG

(8) (b)

Meeting Date: 03/05/2025

Southpoint Drainage Improvements

Submitted For: Dj Hutchinson, Public Works

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

The Public Works Department and ARRK Engineers are seeking approval from the City Commission to enter into a contract with Mar-Con Services for the completion of the South Point Drainage Improvements Project. **(CDBG DR - GLO Contract No. 22-119-003-D373)**

BACKGROUND (Brief Summary)

On February 4, 2025, the City of Texas City received ten (10) bids for this project, which will increase storage capacity and more rapid dispersement of storm water from City streets and adjacent properties, which will aid in lowering the risk of impassable streets and flooded homes. This project involves the construction of a 1,500 linear-foot earthen ditch that will require 25,500 cubic yards of excavation and the construction of a siphon structure that will carry the storm water run-off into the drainage canal system. The project also involves the construction of approximately 3,000 LF of storm sewer ranging from 24" **Reinforced Concrete Pipe (RCP)** to 48" RCP and 7' x 4' **Reinforced Concrete Boxes (RCB)** to 12' x 6' RCB storm sewer, and 5,300 SY of 6" concrete paving along Barracuda Drive and Redfish Drive.

This Project is funded by the General Land Office-Community Development Block Grant Program in the amount of \$3,324,788.10.

RECOMMENDATION

Mar-Con Services, LLC., was the apparent low bidder. Mar-Con Services, LLC., provided a list of their qualifications for this project. These qualifications were reviewed by ARKK Engineering, and it was determined from their experience with projects similar in scope and size, that Mar-Con Services LLC is qualified to carry out the construction of this project. Mar-Con Services, LLC., has worked for the COTC in the past, with the successful completion of the 14th Street Ditch Improvements Project back in the spring of 2020 and other area projects that were designed and overseen by ARKK Engineers.

Based on the reasons above and past history with the COTC, Public Works recommend that the South Point Drainage Improvements Project be awarded to Mar-Con Services, LLC., in the amount of \$3,324,788.10. For complete details of this recommendation, please see (Exhibit B)

Fiscal Impact

Attachments

Resolution
Exhibit A
Exhibit B

RESOLUTION NO. 2025-029

A RESOLUTION AUTHORIZING A CONTRACT WITH MAR-CON SERVICES FOR THE COMPLETION OF THE SOUTH POINT DRAINAGE IMPROVEMENTS PROJECT. (CDBG DR - GLO CONTRACT NO. 22-119-003-D373); AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on February 4, 2025, the City of Texas City received ten (10) bids for the project. This project will increase storage capacity and more rapid dispersement of storm water from City streets and adjacent properties that will aid in lowering the risk of impassable streets and flooded homes. This project involves the construction of a 1,500 linear foot earthen ditch that will require 25,500 cubic yards of excavation and the construction of a siphon structure that will carry the storm water run-off into the drainage canal system; and

WHEREAS, the project also involves the construction of approximately 3,000 LF of storm sewer ranging from 24" Reinforced Concrete Pipe (RCP) to 48" RCP and 7' x 4' Reinforced Concrete Boxes (RCB) to 12' x 6' RCB storm sewer, and 5,300 SY of 6" concrete paving along Barracuda Drive and Redfish Drive. The project is funded by the General Land Office-Community Development Block Grant Program in the amount of \$3,324,788.10.

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

SECTION 1: The City Commission authorizes a contract with Mar-Con Services for the completion of the South Point Drainage Improvements Project. (CDBG DR - GLO Contract No. 22-119-003-D373).

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

PASSED AND ADOPTED this 5th day of March 2025.

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

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER																TOTAL CONTRACTING LIMITED	
				MAR-CON SERVICES, LLC.		CARTER CONSTRUCTION, LLC.		LUCAS CONSTRUCTION COMPANY, INC.		ICON GC, LLC.		ENVIRONMENTAL ALLIES, LLC.		TANDEM SERVICES, LLC.		TEXAS DEWATERING, LLC.		RL SITEWORX, INC.			
(A) GENERAL CONSTRUCTION ITEMS																					
1	Mobilization (Not to Exceed 3% of Total Bid), Complete in Place, the Sum of:	LS	1	\$ 89,478.60	\$ 89,478.60	\$ 95,000.00	\$ 95,000.00	\$ 100,000.00	\$ 100,000.00	\$ 101,721.11	\$ 101,721.11	45,000.00	\$ 45,000.00	\$ 100,000.00	\$ 100,000.00	\$ 120,000.00	\$ 120,000.00	\$ 77,837.73	\$ 77,837.73	\$ 170,000.00	\$ 170,000.00
2	Traffic Control and Regulation, Complete in Place, the Sum of:	LS	1	\$ 55,740.30	\$ 55,740.30	\$ 8,000.00	\$ 8,000.00	\$ 42,000.00	\$ 42,000.00	\$ 14,500.00	\$ 14,500.00	\$ 10,000.00	\$ 10,000.00	\$ 32,000.00	\$ 32,000.00	\$ 25,000.00	\$ 25,000.00	\$ 16,528.03	\$ 16,528.03	\$ 250,000.00	\$ 250,000.00
3	Reinforced Filter Fabric Fence, Complete in Place, the Sum of:	LF	1,410	\$ 2.90	\$ 4,089.00	\$ 3.50	\$ 4,935.00	\$ 4.00	\$ 5,640.00	\$ 2.90	\$ 4,089.00	\$ 1.00	\$ 1,410.00	\$ 3.00	\$ 4,230.00	\$ 5.00	\$ 7,050.00	\$ 3.28	\$ 4,624.80	\$ 5.00	\$ 7,050.00
4	Inlet Protection Barrier for Erosion Control, Complete in Place, the Sum of:	EA	22	\$ 85.50	\$ 1,881.00	\$ 145.00	\$ 3,190.00	\$ 200.00	\$ 4,400.00	\$ 25.00	\$ 550.00	\$ 65.00	\$ 1,430.00	\$ 125.00	\$ 2,750.00	\$ 330.00	\$ 7,260.00	\$ 125.06	\$ 2,751.32	\$ 550.00	\$ 12,100.00
5	Stabilized Construction Exit, Complete in Place, the Sum of:	LS	1	\$ 3,770.40	\$ 3,770.40	\$ 4,700.00	\$ 4,700.00	\$ 5,000.00	\$ 5,000.00	\$ 150.00	\$ 150.00	\$ 2,200.00	\$ 2,200.00	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00	\$ 4,137.17	\$ 4,137.17	\$ 5,000.00	\$ 5,000.00
6	Rock Berm Dam, Complete in Place, the Sum of:	EA	2	\$ 5,130.00	\$ 10,260.00	\$ 2,900.00	\$ 5,800.00	\$ 500.00	\$ 1,000.00	\$ 2,125.00	\$ 4,250.00	1,000.00	\$ 2,000.00	\$ 11,850.00	\$ 23,700.00	\$ 6,000.00	\$ 12,000.00	\$ 9,394.98	\$ 18,789.96	\$ 15,000.00	\$ 30,000.00
7	Coffer Dam and Temporary Drain Pipe(s), Complete in Place, the Sum of:	LS	1	\$ 9,120.00	\$ 9,120.00	\$ 24,000.00	\$ 24,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,500.00	\$ 9,500.00	5,000.00	\$ 5,000.00	\$ 29,770.00	\$ 29,770.00	\$ 27,000.00	\$ 27,000.00	\$ 19,105.85	\$ 19,105.85	\$ 50,000.00	\$ 50,000.00
8	Block Sodding, Including Sodding of Areas in the Street Right-of-Way and from Toe to High Bank within the Drainage Easement, Complete in Place, the Sum of:	SY	14,100	\$ 7.00	\$ 98,700.00	\$ 6.00	\$ 84,600.00	\$ 9.00	\$ 126,900.00	\$ 6.50	\$ 91,650.00	8.50	\$ 119,850.00	\$ 9.00	\$ 126,900.00	\$ 7.00	\$ 98,700.00	\$ 7.39	\$ 104,199.00	\$ 10.00	\$ 141,000.00
9	Hydromulch Seeding, Complete in Place, the Sum of:	ACRE	3	\$ 1,653.00	\$ 4,132.50	\$ 2,100.00	\$ 5,250.00	\$ 2,500.00	\$ 6,250.00	\$ 2,180.00	\$ 5,450.00	2,100.00	\$ 5,250.00	\$ 4,850.00	\$ 12,125.00	\$ 3,000.00	\$ 7,500.00	\$ 2,278.46	\$ 5,696.15	\$ 2,000.00	\$ 5,000.00
10	Clearing and Grubbing Drainage Easement, Including Removal and Disposal, Complete in Place, the Sum of:	ACRE	5	\$ 34,599.80	\$ 172,999.00	\$ 10,000.00	\$ 50,000.00	\$ 8,000.00	\$ 40,000.00	\$ 10,900.00	\$ 54,500.00	10,000.00	\$ 50,000.00	\$ 5,000.00	\$ 25,000.00	\$ 5,000.00	\$ 25,000.00	\$ 13,684.04	\$ 68,420.20	\$ 20,000.00	\$ 100,000.00
11	Remove and Dispose Existing Wrought Iron Fence to Facilitate Drainage Ditch Construction, Complete in Place, the Sum of:	LF	182	\$ 5.30	\$ 964.60	\$ 8.50	\$ 1,547.00	\$ 10.00	\$ 1,820.00	\$ 8.50	\$ 1,547.00	10.00	\$ 1,820.00	\$ 5.00	\$ 910.00	\$ 25.00	\$ 4,550.00	\$ 8.42	\$ 1,532.44	\$ 15.00	\$ 2,730.00
12	Remove and Dispose Existing Barbed Wire Fence to Facilitate Drainage Ditch Construction, Complete in Place, the Sum of:	LF	124	\$ 3.30	\$ 409.20	\$ 7.00	\$ 868.00	\$ 5.00	\$ 620.00	\$ 7.00	\$ 868.00	5.00	\$ 620.00	\$ 2.00	\$ 248.00	\$ 5.25	\$ 651.00	\$ 7.27	\$ 901.48	\$ 10.00	\$ 1,240.00
13	Remove Existing Barbed Wire Fence and Replace with New Barbed Wire Fence, in Kind, to Facilitate Drainage Ditch Construction at the Property Line, Complete in Place, the Sum of:	LF	1,400	\$ 8.00	\$ 11,200.00	\$ 12.00	\$ 16,800.00	\$ 10.00	\$ 14,000.00	\$ 12.50	\$ 17,500.00	22.00	\$ 30,800.00	\$ 10.00	\$ 14,000.00	\$ 11.75	\$ 16,450.00	\$ 12.51	\$ 17,514.00	\$ 25.00	\$ 35,000.00
14	Remove Existing Fence and Replace with New Wooden Fence, in Kind, to Facilitate Drainage Ditch Construction, Including a 16' Double Swing Wooden Gate, Complete in Place, the Sum of:	LF	150	\$ 53.80	\$ 8,070.00	\$ 79.00	\$ 11,850.00	\$ 90.00	\$ 13,500.00	\$ 84.00	\$ 12,600.00	32.00	\$ 4,800.00	\$ 45.00	\$ 6,750.00	\$ 57.00	\$ 8,550.00	\$ 78.66	\$ 11,799.00	\$ 35.00	\$ 5,250.00
15	Installation of New Barbed Wire Fence with a 16' x 4' 6-Bar Utility Tube Access Gate Around the Proposed Drainage Ditch, Complete in Place, the Sum of:	LF	1,725	\$ 7.40	\$ 12,765.00	\$ 9.00	\$ 15,525.00	\$ 12.00	\$ 20,700.00	\$ 10.00	\$ 17,250.00	18.00	\$ 31,050.00	\$ 7.00	\$ 12,075.00	\$ 12.00	\$ 20,700.00	\$ 11.01	\$ 18,992.25	\$ 35.00	\$ 60,375.00
16	6' Chain Link Fence, Complete in Place, the Sum of:	LF	280	\$ 31.90	\$ 8,932.00	\$ 42.00	\$ 11,760.00	\$ 40.00	\$ 11,200.00	\$ 42.00	\$ 11,760.00	35.00	\$ 9,800.00	\$ 35.00	\$ 9,800.00	\$ 45.00	\$ 12,600.00	\$ 42.05	\$ 11,774.00	\$ 50.00	\$ 14,000.00
17	Critical Locates, Utilities & Pipelines, Including Hydro-Excavation, Complete in Place, the Sum of:	LS	1	\$ 32,296.20	\$ 32,296.20	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	15,000.00	\$ 15,000.00	\$ 45,000.00	\$ 45,000.00	\$ 11,000.00	\$ 11,000.00	\$ 12,291.00	\$ 12,291.00	\$ 50,000.00	\$ 50,000.00
18	Remove and Replace Traffic Signs, Complete in Place, the Sum of:	EA	2	\$ 627.00	\$ 1,254.00	\$ 700.00	\$ 1,400.00	\$ 1,000.00	\$ 2,000.00	\$ 785.00	\$ 1,570.00	600.00	\$ 1,200.00	\$ 750.00	\$ 1,500.00	\$ 700.00	\$ 1,400.00	\$ 4,313.90	\$ 8,627.80	\$ 500.00	\$ 1,000.00
19	Project Sign, as per the Detail, Including the Required GLO Sign, Complete in Place, the Sum of:	EA	1	\$ 1,350.90	\$ 1,350.90	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,450.00	\$ 1,450.00	1,350.00	\$ 1,350.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 8,730.23	\$ 8,730.23	\$ 2,500.00	\$ 2,500.00
(A) SUB-TOTAL GENERAL CONSTRUCTION ITEMS:				\$	527,412.70	\$	366,725.00	\$	406,530.00	\$	356,905.11	\$	338,580.00	\$	452,458.00	\$	412,911.00	\$	414,252.41	\$	942,245.00
(B) PAVING ITEMS																					
20	Remove and Dispose of Existing Pavement, Complete in Place, the Sum of:	SY	5,690	\$ 6.30	\$ 35,847.00	\$ 10.00	\$ 56,900.00	\$ 10.00	\$ 56,900.00	\$ 9.50	\$ 54,055.00	7.50	\$ 42,675.00	\$ 8.00	\$ 45,520.00	\$ 13.00	\$ 73,970.00	\$ 10.68	\$ 60,769.20	\$ 10.00	\$ 56,900.00
21	Reinforced Concrete Pavement (6"), Complete in Place, the Sum of:	SY	4,560	\$ 61.60	\$ 280,896.00	\$ 72.00	\$ 328,320.00	\$ 70.00	\$ 319,200.00	\$ 71.00	\$ 323,760.00	80.00	\$ 364,800.00	\$ 72.00	\$ 328,320.00	\$ 62.00	\$ 282,720.00	\$ 72.11	\$ 328,821.60	\$ 120.00	\$ 547,200.00
22	High Early Strength Reinforced Concrete Pavement (6"), Complete in Place, the Sum of:	SY	1,140	\$ 65.40	\$ 74,556.00	\$ 89.00	\$ 101,460.00	\$ 75.00	\$ 85,500.00	\$ 99.00	\$ 112,860.00	117.00	\$ 133,380.00	\$ 86.00	\$ 98,040.00	\$ 67.00	\$ 76,380.00	\$ 85.80	\$ 97,812.00	\$ 135.00	\$ 153,900.00
23	5" Concrete Slope Paving, Complete in Place, the Sum of:	SY	1,890	\$ 88.10	\$ 166,509.00	\$ 96.00	\$ 181,440.00	\$ 100.00	\$ 189,000.00	\$ 167.00	\$ 315,630.00	110.00	\$ 207,900.00	\$ 140.00	\$ 264,600.00	\$ 100.00	\$ 189,000.00	\$ 75.28	\$ 142,279.20	\$ 150.00	\$ 283,500.00
24	6" Concrete Slope Paving, Complete in Place, the Sum of:	SY	1,610	\$ 97.60	\$ 157,136.00	\$ 98.00	\$ 157,780.00	\$ 110.00	\$ 177,100.00	\$ 205.00	\$ 330,050.00	120.00	\$ 193,200.00	\$ 150.00	\$ 241,500.00	\$ 115.00	\$ 185,150.00	\$ 92.58	\$ 149,053.80	\$ 150.00	\$ 241,500.00
25	Cement Stabilized Subgrade (8"), Complete in Place, the Sum of:	SY	400	\$ 17.60	\$ 7,040.00	\$ 30.00	\$ 12,000.00	\$ 35.00	\$ 14,000.00	\$ 21.00	\$ 8,400.00	45.00	\$ 18,000.00	\$ 20.00	\$ 8,000.00	\$ 32.00	\$ 12,800.00	\$ 35.09	\$ 14,036.00	\$ 60.00	\$ 24,000.00
26	Lime Stabilized Subgrade (8"), Complete in Place, the Sum of:	SY	5,720	\$ 9.10	\$ 52,052.00	\$ 6.50	\$ 37,180.00	\$ 7.00	\$ 40,040.00	\$ 5.50	\$ 31,460.00	9.00	\$ 51,480.00	\$ 5.50	\$ 31,460.00	\$ 14.00	\$ 80,080.00	\$ 4.72	\$ 26,998.40	\$ 10.00	\$ 57,200.00
27	Lime Slurry for 8" Subgrade Stabilization as Determined by Lime Determination, Complete in Place, the Sum of:	TON	160	\$ 336.30	\$ 53,808.00	\$ 370.00	\$ 59,200.00	\$ 370.00	\$ 59,200.00	\$ 430.00	\$ 68,800.00	345.00	\$ 55,200.00	\$ 390.00	\$ 62,400.00	\$ 400.00	\$ 64,000.00	\$ 450.13	\$ 72,020.80	\$ 450.00	\$ 72,000.00
28	4"x12" Concrete Curb, Complete in Place, the Sum of:	LF	2,200	\$ 4.20	\$ 9,240.00	\$ 5.00	\$ 11,000.00	\$ 5.00	\$ 11,000.00	\$ 4.50	\$ 9,900.00	7.00	\$ 15,400.00	\$ 8.00	\$ 17,600.00	\$ 25.00	\$ 55,000.00	\$ 4.93	\$ 10,846.00	\$ 25.00	\$ 55,000.00
29	6" Concrete Curb, Complete in Place, the Sum of:	LF	100	\$ 7.80	\$ 780.00	\$ 6.00	\$ 600.00	\$ 5.00	\$ 500.00	\$ 4.50	\$ 450.00	6.00	\$ 600.00	\$ 5.50	\$ 550.00	\$ 28.00	\$ 2,800.00	\$ 43.54	\$ 4,354.00	\$ 12.00	\$ 1,200.00
30	Remove and Replace 6" Concrete Driveway, Complete in Place, the Sum of:	SY	180	\$ 73.30	\$ 13,194.00	\$ 107.00	\$ 19,260.00	\$ 100.00	\$ 18,000.00	\$ 146.00	\$ 26,280.00	130.00	\$ 23,400.00	\$ 75.00	\$ 13,500.00	\$ 80.00	\$ 14,400.00	\$ 267.85	\$ 48,213.00	\$ 120.00	\$ 21,600.00
31	Remove and Replace 4" Thick Concrete Sidewalk, Complete in Place, the Sum of:	SY	500	\$ 65.10	\$ 32,550.00	\$ 88.00	\$ 44,000.00	\$ 90.00	\$ 45,000.00	\$ 124.00	\$ 62,000.00	95.00	\$ 47,500.00	\$ 72.00	\$ 36,000.00	\$ 65.00	\$ 32,500.00	\$ 132.85	\$ 66,425.00	\$ 120.00	\$ 60,000.00
32	ADA Wheelchair Ramp, Including Landing and Ramps to Standard Sidewalk, Complete in Place, the Sum of:	EA	2	\$ 1,320.50	\$ 2,641.00	\$ 2,200.00	\$ 4,400.00	\$ 1,500.00	\$ 3,000.00	\$ 1,770.00	\$ 3,540.00	1,850.00	\$ 3,700.00	\$ 4,850.00	\$ 9,700.00	\$ 2,500.00	\$ 5,000.00	\$ 10,242.50	\$ 20,485.00	\$ 5,000.00	\$ 10,000.00
33	Concrete Paving Header at Existing Concrete Pavement, Complete in Place, the Sum of:	LF	2,560	\$ 15.50	\$ 39,680.00	\$ 11.00	\$ 28,160.00	\$ 7.00	\$ 17,920.00	\$ 1.50	\$ 3,840.00	12.00	\$ 30,720.00	\$ 8.00	\$ 20,480.00	\$ 16.50	\$ 42,240.00	\$ 18.36	\$ 47,001.60	\$ 10.00	\$ 25,600.00
34	Cleaning and Sealing of Existing Concrete Pavement, Including Cleaning and Preparation per TxDOT Item 713, Complete in Place, the Sum of:	LF	640	\$ 2.30	\$ 1,472.00	\$ 4.00	\$ 2,560.00	\$ 5.00	\$ 3,200.00	\$ 5.50	\$ 3,520.00	10.00	\$ 6,400.00	\$ 12.00	\$ 7,680.00	\$ 25.00	\$ 16,000.00	\$ 12.48	\$ 7,987.20	\$ 25.00	\$ 16,000.00
35	Adjust Existing Valve to Grade, Complete in Place, the Sum of:	EA	1	\$ 43.00	\$ 43.00	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 150.00	\$ 150.00	600.00	\$ 600.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 435.03	\$ 435.03	\$ 500.00	\$ 500.00
36	Adjust Existing Manhole Ring and Cover to Grade, Complete in Place, the Sum of:	EA	1	\$ 461.10	\$ 461.10	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	750.00	\$ 750.00	\$ 1,250.00	\$ 1,250.00	\$ 1,100.00	\$ 1,100.00	\$ 2,975.94	\$ 2,975.94	\$ 500.00	\$ 500.00
(B) SUB-TOTAL PAVING AND ITEMS:				\$	927,905.10	\$	1,044,960.00	\$	1,041,060.00	\$	1,354,945.00	\$	1,195,705.00	\$	1,187,350.00	\$	1,134,140.00	\$	1,100,513.77	\$	1,626,600.00
(C) DRAINAGE ITEMS																					
37	Remove and Dispose Existing 18" Storm Sewer/Culvert, Complete in Place, the Sum of:	LF	40	\$ 22.20	\$ 888.00	\$ 20.00	\$ 80														

South Point Drainage Improvements Project
CDBG DR – GLO Contract No. 22-119-003-D373

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER																TOTAL CONTRACTING LIMITED											
				MAR-CON SERVICES, LLC.				CARTER CONSTRUCTION, LLC.				LUCAS CONSTRUCTION COMPANY, INC.				ICON GC, LLC.				ENVIRONMENTAL ALLIES, LLC.				TANDEM SERVICES, LLC.				TEXAS DEWATERING, LLC.			
50	Storm Conflict Box - 4' x 4', Sanitary Sewer Conflict with Steel Casing, All Depths, Complete in Place, the Sum of:	EA	3	\$ 6,275.40	\$ 18,826.20	\$ 5,700.00	\$ 17,100.00	\$ 6,000.00	\$ 18,000.00	\$ 10,480.00	\$ 31,440.00	9,000.00	\$ 27,000.00	\$ 5,500.00	\$ 16,500.00	\$ 12,000.00	\$ 36,000.00	\$ 7,354.95	\$ 22,064.85	\$ 20,000.00	\$ 60,000.00										
51	Storm Conflict Box - 4' x 4' w/Manhole, Sanitary Sewer Conflict with Steel Casing, All Depths, Complete in Place, the Sum of:	EA	3	\$ 6,617.40	\$ 19,852.20	\$ 5,500.00	\$ 16,500.00	\$ 6,000.00	\$ 18,000.00	\$ 11,160.00	\$ 33,480.00	9,250.00	\$ 27,750.00	\$ 10,580.00	\$ 31,740.00	\$ 10,000.00	\$ 30,000.00	\$ 8,252.88	\$ 24,758.64	\$ 15,000.00	\$ 45,000.00										
52	Storm Junction Box - 5' x 5' w/Manhole (Dog House Manhole), All Depths, Complete in Place, the Sum of:	EA	4	\$ 5,202.40	\$ 20,809.60	\$ 9,000.00	\$ 36,000.00	\$ 6,500.00	\$ 26,000.00	\$ 7,940.00	\$ 31,760.00	7,500.00	\$ 30,000.00	\$ 7,500.00	\$ 30,000.00	\$ 12,000.00	\$ 48,000.00	\$ 9,506.23	\$ 38,024.92	\$ 10,000.00	\$ 40,000.00										
53	Storm Junction Box - 6' x 6' w/Manhole, All Depths, Complete in Place, the Sum of:	EA	1	\$ 8,111.70	\$ 8,111.70	\$ 11,500.00	\$ 11,500.00	\$ 6,500.00	\$ 6,500.00	\$ 12,220.00	\$ 12,220.00	10,500.00	\$ 10,500.00	\$ 12,350.00	\$ 12,350.00	\$ 17,500.00	\$ 17,500.00	\$ 12,796.34	\$ 12,796.34	\$ 12,000.00	\$ 12,000.00										
54	Storm Conflict Box - 9' x 4', Sanitary Sewer Conflict, All Depths, Complete in Place, the Sum of:	EA	1	\$ 4,297.30	\$ 4,297.30	\$ 17,500.00	\$ 17,500.00	\$ 20,000.00	\$ 20,000.00	\$ 14,780.00	\$ 14,780.00	18,750.00	\$ 18,750.00	\$ 18,500.00	\$ 18,500.00	\$ 13,000.00	\$ 13,000.00	\$ 13,120.07	\$ 13,120.07	\$ 25,000.00	\$ 25,000.00										
55	Storm Junction Box A - 10' x 7' w/Manhole, All Depths, Complete in Place, the Sum of:	EA	1	\$ 26,797.20	\$ 26,797.20	\$ 23,000.00	\$ 23,000.00	\$ 22,000.00	\$ 22,000.00	\$ 30,450.00	\$ 30,450.00	25,000.00	\$ 25,000.00	\$ 40,000.00	\$ 40,000.00	\$ 39,000.00	\$ 39,000.00	\$ 27,567.37	\$ 27,567.37	\$ 40,000.00	\$ 40,000.00										
56	Storm Junction Box B - 16' x 10' w/Manhole, All Depths, Complete in Place, the Sum of:	EA	1	\$ 36,490.60	\$ 36,490.60	\$ 41,000.00	\$ 41,000.00	\$ 30,000.00	\$ 30,000.00	\$ 47,400.00	\$ 47,400.00	48,000.00	\$ 48,000.00	\$ 46,000.00	\$ 46,000.00	\$ 56,500.00	\$ 56,500.00	\$ 48,225.92	\$ 48,225.92	\$ 75,000.00	\$ 75,000.00										
57	Storm Junction Box C and D - 16' x 7' w/Hatch, All Depths, Complete in Place, the Sum of:	EA	2	\$ 44,892.50	\$ 89,785.00	\$ 38,000.00	\$ 76,000.00	\$ 50,000.00	\$ 100,000.00	\$ 70,740.00	\$ 141,480.00	72,000.00	\$ 144,000.00	\$ 46,000.00	\$ 92,000.00	\$ 51,600.00	\$ 103,200.00	\$ 67,340.96	\$ 134,681.92	\$ 75,000.00	\$ 150,000.00										
58	Type "C" Inlet, Complete in Place, the Sum of:	EA	2	\$ 5,977.60	\$ 11,955.20	\$ 6,600.00	\$ 13,200.00	\$ 6,000.00	\$ 12,000.00	\$ 4,050.00	\$ 8,100.00	5,250.00	\$ 10,500.00	\$ 6,800.00	\$ 13,600.00	\$ 8,400.00	\$ 16,800.00	\$ 5,505.50	\$ 11,011.00	\$ 9,000.00	\$ 18,000.00										
59	Type "C" Inlet with Extension, Complete in Place, the Sum of:	EA	2	\$ 6,199.90	\$ 12,399.80	\$ 8,000.00	\$ 16,000.00	\$ 7,000.00	\$ 14,000.00	\$ 5,430.00	\$ 10,860.00	6,250.00	\$ 12,500.00	\$ 7,300.00	\$ 14,600.00	\$ 8,600.00	\$ 17,200.00	\$ 4,378.50	\$ 8,757.00	\$ 9,000.00	\$ 18,000.00										
60	Type "E" Inlet, Complete in Place, the Sum of:	EA	2	\$ 5,522.70	\$ 11,045.40	\$ 9,800.00	\$ 19,600.00	\$ 7,000.00	\$ 14,000.00	\$ 2,720.00	\$ 5,440.00	6,750.00	\$ 13,500.00	\$ 4,250.00	\$ 8,500.00	\$ 8,900.00	\$ 17,800.00	\$ 3,655.75	\$ 7,311.50	\$ 5,000.00	\$ 10,000.00										
61	Safety End Treatment (S.E.T.) - SETB-CD, All Depths, Complete in Place, the Sum of:	EA	2	\$ 23,844.90	\$ 47,689.80	\$ 2,200.00	\$ 4,400.00	\$ 35,000.00	\$ 70,000.00	\$ 1,580.00	\$ 3,160.00	28,000.00	\$ 56,000.00	\$ 3,250.00	\$ 6,500.00	\$ 43,500.00	\$ 87,000.00	\$ 2,748.44	\$ 5,496.88	\$ 25,000.00	\$ 50,000.00										
62	42" Concrete Collar, All Depths, Complete in Place, the Sum of:	EA	1	\$ 819.30	\$ 819.30	\$ 1,300.00	\$ 1,300.00	\$ 3,000.00	\$ 3,000.00	\$ 650.00	\$ 650.00	2,100.00	\$ 2,100.00	\$ 2,300.00	\$ 2,300.00	\$ 750.00	\$ 750.00	\$ 4,316.65	\$ 4,316.65	\$ 3,500.00	\$ 3,500.00										
63	12"x4" Brick Plug, Complete in Place, the Sum of:	EA	1	\$ 1,890.70	\$ 1,890.70	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 980.00	\$ 980.00	2,450.00	\$ 2,450.00	\$ 1,300.00	\$ 1,300.00	\$ 1,500.00	\$ 1,500.00	\$ 2,424.51	\$ 2,424.51	\$ 5,000.00	\$ 5,000.00										
64	Drainage Ditch Excavation, Including Disposal of Excavated Material at Adjacent Property, Complete in Place, the Sum of:	CY	25,410	\$ 4.40	\$ 111,804.00	\$ 8.00	\$ 203,280.00	\$ 8.00	\$ 203,280.00	\$ 6.50	\$ 165,165.00	10.00	\$ 254,100.00	\$ 7.00	\$ 177,870.00	\$ 3.00	\$ 76,230.00	\$ 3.47	\$ 88,172.70	\$ 25.00	\$ 635,250.00										
65	Backslope Swale Grading, Complete in Place, the Sum of:	LF	2,990	\$ 6.80	\$ 20,332.00	\$ 7.00	\$ 20,930.00	\$ 10.00	\$ 29,900.00	\$ 9.50	\$ 28,405.00	11.00	\$ 32,890.00	\$ 8.00	\$ 23,920.00	\$ 9.00	\$ 26,910.00	\$ 3.46	\$ 10,345.40	\$ 30.00	\$ 89,700.00										
66	Backslope Structure, Complete in Place, the Sum of:	EA	4	\$ 2,644.50	\$ 10,578.00	\$ 2,600.00	\$ 10,400.00	\$ 3,000.00	\$ 12,000.00	\$ 3,525.00	\$ 14,100.00	4,000.00	\$ 16,000.00	\$ 3,250.00	\$ 13,000.00	\$ 4,500.00	\$ 18,000.00	\$ 2,534.71	\$ 10,138.84	\$ 5,000.00	\$ 20,000.00										
67	Grade #1 18" Rip Rap, Complete in Place, the Sum of:	SY	540	\$ 108.40	\$ 58,536.00	\$ 98.00	\$ 52,920.00	\$ 65.00	\$ 35,100.00	\$ 116.00	\$ 62,640.00	115.00	\$ 62,100.00	\$ 130.00	\$ 70,200.00	\$ 108.00	\$ 58,320.00	\$ 74.20	\$ 40,068.00	\$ 540.00	\$ 291,600.00										
68	Trench Safety for Storm Sewer Installation, Complete in Place, the Sum of:	LF	2,950	\$ 0.90	\$ 2,655.00	\$ 3.00	\$ 8,850.00	\$ 2.00	\$ 5,900.00	\$ 0.01	\$ 29.50	1.00	\$ 2,950.00	\$ 4.00	\$ 11,800.00	\$ 3.00	\$ 8,850.00	\$ 1.16	\$ 3,422.00	\$ 1.00	\$ 2,950.00										
(C) SUB-TOTAL DRAINAGE ITEMS:				\$	1,646,799.60	\$	1,732,522.00	\$	1,890,320.00	\$	1,732,983.50	\$	1,969,517.00	\$	1,942,921.00	\$	2,253,410.00	\$	2,436,083.72	\$	2,880,065.00										
(D) WATER LINE AND SANITARY SEWER ITEMS																															
69	8" PVC C-900, Class 235 (DR 18) Restrained Joint Waterline, All Depths, Complete in Place, the Sum of:	LF	40	\$ 85.60	\$ 3,424.00	\$ 180.00	\$ 7,200.00	\$ 150.00	\$ 6,000.00	\$ 135.00	\$ 5,400.00	125.00	\$ 5,000.00	\$ 140.00	\$ 5,600.00	\$ 120.00	\$ 4,800.00	\$ 112.15	\$ 4,486.00	\$ 100.00	\$ 4,000.00										
70	12" PVC C-900, Class 235 (DR 18) Restrained Joint Waterline, All Depths, Complete in Place, the Sum of:	LF	110	\$ 113.80	\$ 12,518.00	\$ 185.00	\$ 20,350.00	\$ 160.00	\$ 17,600.00	\$ 228.00	\$ 25,080.00	185.00	\$ 20,350.00	\$ 148.00	\$ 16,280.00	\$ 260.00	\$ 28,600.00	\$ 174.16	\$ 19,157.60	\$ 150.00	\$ 16,500.00										
71	8" Resilient Seated Gate Valve with Box, Complete in Place, the Sum of:	EA	1	\$ 2,382.90	\$ 2,382.90	\$ 3,100.00	\$ 3,100.00	\$ 4,000.00	\$ 4,000.00	\$ 2,630.00	\$ 2,630.00	2,750.00	\$ 2,750.00	\$ 3,800.00	\$ 3,800.00	\$ 3,400.00	\$ 3,400.00	\$ 2,765.95	\$ 2,765.95	\$ 7,500.00	\$ 7,500.00										
72	12" Resilient Seated Gate Valve with Box, Complete in Place, the Sum of:	EA	1	\$ 4,543.40	\$ 4,543.40	\$ 4,900.00	\$ 4,900.00	\$ 5,000.00	\$ 5,000.00	\$ 4,470.00	\$ 4,470.00	4,500.00	\$ 4,500.00	\$ 3,800.00	\$ 3,800.00	\$ 5,700.00	\$ 5,700.00	\$ 4,914.55	\$ 4,914.55	\$ 12,000.00	\$ 12,000.00										
73	Fire Hydrant Assembly Installed on New Water Main, Including Gate Valve and Lead Pipe, Complete in Place, the Sum of:	EA	1	\$ 7,814.60	\$ 7,814.60	\$ 8,300.00	\$ 8,300.00	\$ 9,000.00	\$ 9,000.00	\$ 8,085.00	\$ 8,085.00	7,400.00	\$ 7,400.00	\$ 9,750.00	\$ 9,750.00	\$ 9,700.00	\$ 9,700.00	\$ 7,354.05	\$ 7,354.05	\$ 10,000.00	\$ 10,000.00										
74	Remove and Salvage Existing Fire Hydrants, Complete in Place, the Sum of:	EA	1	\$ 387.60	\$ 387.60	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 940.00	\$ 940.00	800.00	\$ 800.00	\$ 1,100.00	\$ 1,100.00	\$ 2,100.00	\$ 2,100.00	\$ 574.84	\$ 574.84	\$ 500.00	\$ 500.00										
75	Remove and Dispose of Valve Box and Abandon Existing Valves, Complete in Place, the Sum of:	EA	2	\$ 89.30	\$ 178.60	\$ 225.00	\$ 450.00	\$ 500.00	\$ 1,000.00	\$ 940.00	\$ 1,880.00	350.00	\$ 700.00	\$ 550.00	\$ 1,100.00	\$ 1,200.00	\$ 2,400.00	\$ 2,180.01	\$ 4,360.02	\$ 500.00	\$ 1,000.00										
76	8" Wet Connection, Including Coupling and Appurtenances, Complete in Place, the Sum of:	EA	1	\$ 952.50	\$ 952.50	\$ 2,200.00	\$ 2,200.00	\$ 3,000.00	\$ 3,000.00	\$ 1,750.00	\$ 1,750.00	2,750.00	\$ 2,750.00	\$ 2,800.00	\$ 2,800.00	\$ 2,300.00	\$ 2,300.00	\$ 3,795.58	\$ 3,795.58	\$ 6,500.00	\$ 6,500.00										
77	12" Wet Connection, Including Coupling and Appurtenances, Complete in Place, the Sum of:	EA	2	\$ 1,256.70	\$ 2,513.40	\$ 2,600.00	\$ 5,200.00	\$ 5,000.00	\$ 10,000.00	\$ 2,080.00	\$ 4,160.00	3,850.00	\$ 7,700.00	\$ 3,000.00	\$ 6,000.00	\$ 2,700.00	\$ 5,400.00	\$ 4,912.17	\$ 9,824.34	\$ 7,000.00	\$ 14,000.00										
78	8" Cut, Plug and Abandon Existing Waterline, Complete in Place, the Sum of:	EA	1	\$ 781.50	\$ 781.50	\$ 700.00	\$ 700.00	\$ 1,000.00	\$ 1,000.00	\$ 1,560.00	\$ 1,560.00	1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 3,000.00	\$ 3,000.00	\$ 877.01	\$ 877.01	\$ 1,000.00	\$ 1,000.00										
79	12" Cut, Plug and Abandon Existing Waterline, Complete in Place, the Sum of:	EA	2	\$ 899.70	\$ 1,799.40	\$ 500.00	\$ 1,000.00	\$ 1,500.00	\$ 3,000.00	\$ 3,720.00	\$ 7,440.00	1,500.00	\$ 3,000.00	\$ 950.00	\$ 1,900.00	\$ 3,100.00	\$ 6,200.00	\$ 467.99	\$ 935.98	\$ 1,000.00	\$ 2,000.00										
80	Short Side Water Service Reconnection On Existing Main, Including New Saddle and Fittings, All Depths, Complete in Place, the Sum of:	EA	1	\$ 1,042.70	\$ 1,042.70	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 800.00	\$ 1,115.00	\$ 1,115.00	2,200.00	\$ 2,200.00	\$ 1,100.00	\$ 1,100.00	\$ 2,700.00	\$ 2,700.00	\$ 2,406.24	\$ 2,406.24	\$ 3,000.00	\$ 3,000.00										
81	Long Side Water Service Reconnection On Existing Main, Including New Saddle and Fittings, All Depths, Complete in Place, the Sum of:	EA	23	\$ 1,091.80	\$ 25,111.40	\$ 2,100.00	\$ 48,300.00	\$ 1,200.00	\$ 27,600.00	\$ 1,535.00	\$ 35,305.00	2,150.00	\$ 49,450.00	\$ 1,500.00	\$ 34,500.00	\$ 2,800.00	\$ 64,400.00	\$ 1,938.06	\$ 44,575.38	\$ 3,500.00	\$ 80,500.00										
82	4"/6" Sanitary Sewer Service Reconnection/Relocations (by Excavation), All Depths, Includes 8' of Service Line and Cleanout at Property Line, Complete in Place, the Sum of:	EA	4	\$ 1,416.40	\$ 5,665.60	\$ 2,500.00	\$ 10,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,750.00	\$ 7,000.00	2,500.00	\$ 10,000.00	\$ 1,750.00	\$ 7,000.00	\$ 4,300.00	\$ 17,200.00	\$ 6,791.75	\$ 27,167.00	\$ 500.00	\$ 2,000.00										
83	Additional Length of Sanitary Service Line Beyond the 8' of Service Line, All Depths, Complete in Place, the Sum of:	LF	200	\$ 17.30	\$ 3,460.00	\$ 35.00	\$ 7,000.00	\$ 30.00	\$ 6,000.00	\$ 43.00	\$ 8,600.00	100.00	\$ 20,000.00	\$ 90.00	\$ 18,000.00	\$ 115.00	\$ 23,000.00	\$ 35.16	\$ 7,032.00	\$ 50.00	\$ 10,000.00										
84	Trench Safety for Water Line Installation, Complete in Place, the Sum of:	LF	139	\$ 0.90	\$ 125.10	\$ 3.00	\$ 417.00	\$ 2.00	\$ 278.00	\$ 0.01	\$ 1.39	1.00	\$ 139.00	\$ 4.00	\$ 556.00	\$ 20.00	\$ 2,780.00	\$ 6.68	\$ 928.52	\$ 1.00	\$ 139.00										
(D) SUB-TOTAL WATER LINE AND SANITARY SEWER ITEMS:				\$	72,700.70	\$	121,517.00	\$	98,778.00	\$	115,416.39	\$	137,739.00	\$	114,036.00	\$	183,680.00	\$	141,155.06	\$	170,639.00										
(



February 11, 2025

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 South Point Drainage Improvements Project**
CDBG DR – GLO Contract No. 22-119-003-D373
BID #2025-472
City of Texas City
ARKK Job No. 22-040

Dear Mr. Haralson:

On February 4, 2025, the City of Texas City received ten (10) bids for the above referenced project. The project involves the construction of a 1,500 linear foot earthen ditch that will require 25,500 cubic yards of excavation and the construction of a siphon structure. The project also involves the construction of approximately 3,000 LF of storm sewer ranging from 24" RCP to 48" RCP and 7' x 4' RCB to 12' x 6' RCB storm sewer, and 5,300 SY of 6" concrete paving along Barracuda Drive and Redfish Drive.

The bid from Persons Services Corp. was deemed non-responsive (did not utilize the bid form provided in Addendum No. 1) and therefore was not considered in this evaluation. As a result, the evaluation was conducted based on the remaining nine 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>
Mar-Con Services, LLC.	\$3,324,788.10
Carter Construction, LLC.	\$3,386,274.00
Lucas Construction Company, Inc.	\$3,599,938.00
iCON GC, LLC.	\$3,698,000.00
Environmental Allies, LLC.	\$3,757,291.00
Tandem Services, LLC.	\$3,840,515.00
Texas Dewatering, LLC.	\$4,154,891.00
RL Siteworx, Inc.	\$4,292,279.46
Total Contracting Limited	\$5,735,299.00

Mar-Con Services, LLC. was the apparent low bidder and they provided a list of qualifications for this project. ARKK's staff reviewed the list of qualifications and determined that Mar-Con Services, LLC. has experience with projects similar in scope and size as required by the contract documents. Mar-Con Services, LLC. previously worked in the City of Texas City on the 14th Street Ditch Improvements Project, and the project was completed successfully. ARKK Engineers has also previously worked with Mar-Con Services, LLC. on other projects and the work was completed in a satisfactory manner.

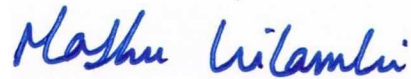
ARKK Engineers contacted Mar-Con's management team and discussed the project requirements and expectations. Mar-Con's team indicated that they fully understand the project's scope, as well as the expectations and requirements outlined in the contract. They have expressed confidence and have qualified personnel and experience to successfully complete the work.

Based on the above, **Mar-Con Services, 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 **South Point Drainage Improvements Project to Mar-Con Services, LLC. for a total amount of \$3,324,788.10.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



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

CITY COMMISSION REGULAR MTG

(8) (c)

Meeting Date: 03/05/2025

Preliminary Official Statement (POS)

Submitted For: Cynthia Rushing, Finance

Submitted By: Cynthia Rushing, Finance

Department: Finance

Information

ACTION REQUEST

Approve the Preliminary Official Statement for the issuance of certificate of obligation bonds (\$75M) for capital projects: Municipal Complex, Engineering/Public Works Facility Expansion, Library Renovation, and New Fire Station.

BACKGROUND (Brief Summary)

On January 8th, the Commission authorized the Publication of Notice of Intent to issue Texas Certificate of Obligations (CO), Series 2025. The CO funding use are for the following capital projects:

- New Municipal Complex
- Engineering/Public Works Facility Expansion
- New Fire Station
- Library Renovations/Repairs

Masterson Advisors, LLC initially proposed \$95M, based on the maximum allowable amount without raising COTC's property tax rate. However, thanks to thorough due diligence and cost analysis, staff successfully reduced the request by \$20M, bringing the funding ask down to \$75M.

RECOMMENDATION

Finance recommends that the issuance of the Texas Certificate of Obligation, Series 2025, not to exceed \$75M be approved.

Fiscal Impact