

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JANUARY 3, 2018 - 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM - CITY HALL  
1801 9th Ave. N.  
Texas City, TX 77590

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

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) PROCLAMATIONS AND PRESENTATIONS
- (5) REPORTS
- (6) CONSENT AGENDA
  - (a) Approve City Commission Minutes for December 20, 2017 meeting. (City Secretary)
  - (b) Consider and take action on Resolution No. 18-001, approving and awarding a contract for RFP # 2018-041 Control System Maintenance and Repairs Annual Contract. (Public Works)
  - (c) Consider and take action on Resolution No. 18-002, calling a General Election to be held in Texas City and designating polling locations. (City Secretary)
  - (d) Consider and take action on Resolution No. 18-003, authorizing the Mayor to enter into an Election Services Contract between the County of Galveston and the City of Texas City. (City Secretary)
  - (e) Consider and take action on Resolution No. 18-004, approving and awarding the annual contract for Bid # 2018-042 Water & Sewer Line Repair Materials. (Public Works)
  - (f) Consider and take action on Resolution No. 18-005, appointing Morris "Mo" Wisdom to the Bayou Golf Course Advisory Board. (City Secretary)

- (g) Consider and take action on Resolution No. 18-006, to terminate Resolution No. 17-086 and contract awarded to McLemore Building Maintenance, Inc. for janitorial services on December 6, 2017.
- (h) Consider and take action on Resolution No. 18-007, approving and awarding bid # 2018-038 Janitorial Services Annual Contract to C&S Janitorial Services. (City Secretary)
- (7) REGULAR ITEMS
  - (a) Consider and take action on Ordinance No. 18-01, to amend the City of Texas City fiscal budget to create an additional dispatcher position. (Finance)
- (8) PUBLIC COMMENTS
- (9) MAYOR'S COMMENTS
- (10) COMMISSIONERS' 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 DECEMBER 29, 2017, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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JAMES HARTSHORN  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(6) (a)**

**Meeting Date:** 01/03/2018

**Submitted By:** Rhomari Jackson-Glover, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve City Commission Minutes for December 20, 2017 meeting. (City Secretary)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Minutes

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REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, DECEMBER 20, 2017 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, DECEMBER 20, 2017, 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 5:03 p.m. by Mayor Matthew T. Doyle.

1. ROLL CALL

Present: Matthew T. Doyle, Mayor  
Phil Roberts, Mayor Pro Tem, Commissioner District 2  
Bruce Clawson, Commissioner At Large  
Dee Ann Haney, Commissioner At Large  
Thelma Bowie, Commissioner District 1  
Dorthea Jones, Commissioner District 3  
Jami Clark, Commissioner District 4

2. INVOCATION

Led by Dr. Robert Miller of First Baptist Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner Haney.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

Jason Grimm	Fire	12/17/2007	10 years
Sheila Bowden	Community Development	12/09/2002	15 years

Retirement

Ron Dysart	Rain Water Pump Station	11/08/1988	29 years
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Sheila Bowden thanked George Fuller for being a great boss.

Barbra White, resident, presented Commissioners with potato pancakes to commemorate the last day of Hanukkah.

b. Promotion of Kenneth Brown.

Kenneth Brown was promoted from sergeant to lieutenant by Chief Robert Burby. Lt. Brown was presented with a plaque and pinned by his wife.

c. It's Time Texas Community Challenge.

Scott Packard, Galveston County Health District, gave a quick overview of the It's Time Texas Community Challenge and explained how the City could get involved. Mayor Doyle signed the Mayor's Pledge to join the Challenge. The county wide challenge will start on January 8, 2017.

Kathy Barroso, Galveston County Health District, thanked the Commissioners for their participation last year. Commissioner Haney asked what category Texas City falls in to? Kathy explained that Texas City is in the "mid size" category.

Commissioner Roberts jovially told any other cities that will be participating to "bring it on!"

5. REPORTS

a. Park Operation (Recreation & Tourism)

Byron Sefcik, Recreation & Tourism, gave a PowerPoint presentation of his landscape upgrading projects.

Commissioners all commented on how great the City looks.

Mayor Doyle commented that the City has never looked better.

6. CONSENT AGENDA

Items C & D were pulled by Commissioner Bowie.

Motion by Commissioner At Large Dee Ann Haney, Seconded by Commissioner At Large Bruce Clawson to approved items a, b and e - h.

a. Approve City Commission Minutes for December 6, 2017 meeting. (City Secretary)

**Vote: 7 - 0 CARRIED**

b. Consider and take action on Resolution No. 17-087, approving a contract for the purchase and delivery of Police Department Uniforms Annual Contract. (Purchasing)

**Vote: 7 - 0 CARRIED**

c. Consider and take action on Resolution No. 17-088, retaining Lloyd Gosselink, et. al, to pursue collection of disputed cable franchise fees. (City Secretary)

Nick Finan, Director of Management Services, explained that Lloyd Gosselink, et. al., along with 14 other cities, will file a suit to recoup deficiencies in payments to Comcast dated back 4 years.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At Large Dee Ann Haney to approve Resolution No. 17-088.

**Vote: 7 - 0 CARRIED**

- d. Consider and take action on Resolution No. 17-089, approving a contract for Emergency Levee Repairs Project. (Purchasing)

John Rudloff, ARKK Engineer, explained the repairs needed to the boulders at the levee.

Motion by Commissioner At Large Dee Ann Haney, Seconded by Commissioner District 1 Thelma Bowie to approve Resolution No. 17-089.

**Vote:** 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 17-090, appointing and/or re-appointing board members to the Houston-Galveston Area Council. (City Secretary).

**Vote:** 7 - 0 CARRIED

- f. Consider and take action on Resolution No. 17-091, Approve and award Bid # 2018-040 Recycled Crushed Concrete Annual Contract to Cherry Crushed Concrete Inc. (Public Works)

**Vote:** 7 - 0 CARRIED

- g. Consider and take action on Resolution No. 17-092, authorizing the Mayor to execute an extension of the agreement for professional services with Public Consulting Group, Inc. (Fire Department)

**Vote:** 7 - 0 CARRIED

- h. Consider and take action on Resolution No. 17-093, amending Resolution No. 17-085 which approved the purchase of a camera from CDW Government, LLC. (Homeland Security)

**Vote:** 7 - 0 CARRIED

## 7. PUBLIC COMMENTS

Sharon Stauffer, resident, requested action be taken in helping her resolve her water bill. Mayor Doyle requested that Corbin Ballast, Director of Utilities Management, visit with Mrs. Stauffer after the Commission meeting to help resolve her situation. Commissioner Jones apologized to Mrs. Stauffer for the poor customer service she received.

### STAFF COMMENTS

Beth Steiner, Library Director, stated that she will be retiring at the end of January and Luke Alvey will be taking her place.

Doug Kneupper, City Engineer, stated that there is construction on Texas Ave to build a convenience store and gas station.

## 8. MAYOR'S COMMENTS

Mayor Doyle reminded everyone that Youth In Government will be held on January 17, 2018. He also welcomed Girl Scout Jr. Troop 137006 and congratulated them on working towards their City Government Merit Badge.

9. COMMISSIONERS' COMMENTS

Commissioner Roberts wished everyone a Merry Christmas and Happy Hanukkah and thanked City staff for the hard work they put in during this last year.

Commissioner Jones wished everyone a Merry Christmas.

Commissioner Clark thanked everyone in attendance for a great 2017 and wished them all a Merry Christmas.

10. ADJOURNMENT

Having no further business, Commissioner At Large Dee Ann Haney made a MOTION to ADJOURN at 5:50 p.m.; the motion was SECONDED by Commissioner Dorthea Jones. All present voted AYE. MOTION CARRIED.

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MATTHEW T. DOYLE, MAYOR

ATTEST:

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James Hartshorn, City Secretary  
Date Approved:

**CITY COMMISSION REGULAR MTG**

**(6) (b)**

**Meeting Date:** 01/03/2018

RFP # 2018-041 Control System Maintenance and Repairs Annual Contract

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

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-001, approving and awarding a contract for RFP # 2018-041 Control System Maintenance and Repairs Annual Contract. (Public Works)

**BACKGROUND**

On November 29, 2017, RFP # 2018-041 Control System Maintenance and Repairs Annual Contract, was advertised and packets were mailed out. The proposals were due December 13, 2017 at 10 a.m..

A proposal was received from O'Day Instruments, LLC, in Schulenburg, Texas, and is attached for your review.

**ANALYSIS**

The one proposal meeting all the specifications was received from O'Day Instruments LLC, in Schulenburg Texas, for the unit prices proposed.

It is the recommendation of the Public Works Department to award RFP # 2018-041 Control System Maintenance and Repair Annual Contract to O'Day Instruments LLC and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution No. 18-001

Exhibit A

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**RESOLUTION NO. 18-001**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT RFP NO. 2018-041 FOR CONTROL SYSTEM MAINTENANCE AND REPAIRS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, on November 29, 2017, proposal packets were mailed to local area vendors for control system maintenance and repairs; and

**WHEREAS**, proposals were due on December 13, 2017, and the responsible proposal meeting all specification is O'Day Instruments, LLC of Schulenburg, Texas; and

**WHEREAS**, it is the recommendation of the Public Works Department to award RFP No. 2018-041 Control System Maintenance And Repairs Annual Contract to O'Day Instruments, LLC.

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

**SECTION 1:** That the proposal for control system maintenance and repairs annual contract is awarded to O'Day Instruments LLC for a total proposed cost of \$46,000.00.

**SECTION 2:** That the Mayor is hereby authorized to enter into an annual contract with O'Day Instruments LLC, for control system maintenance and repairs annual contract.

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

**PASSED AND ADOPTED this 3rd day of January 2018.**

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Matthew T. Doyle, Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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James Hartshorn  
City Secretary

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Russell F. Plackemeier  
City Attorney

RECEIVED  
DEC 12 2017

BY: *[Signature]* 5:48pm



O'Day Instruments LLC  
P. O. Box 396  
Schulenburg, Texas 78956  
Phone: 979-583-1441  
Fax: 979-583-4037

Date: 12/12/17

Quotation: #TC\_171212  
Reference: City of Texas City, Texas  
RFP #2018-041

Price Schedule:

1. Semi-annual calibration, repair, replacement and testing of instruments and controls at all Water Plants and remote water sites including reducing stations. \$ 23,100.00
2. Semi-annual calibration, repair, replacement and testing of Instruments and controls at Wastewater main plant and remote Lift stations sites. System integration, PLC maintenance and SCADA maintenance for Lift station sites #10 and #30. \$ 18,900.00
3. Emergency Call Out or Scheduled Short Notice Repairs Night, Weekend, Holiday or regular work days. Holiday or regular work days. 24 hour / 365 day telephone support for maintenance or operational assistance and training. \$ 4,000.00
4. Hourly rate for non covered repair
  - Systems Integration \$125.00
  - Supervision \$ 95.00
5. Hourly rates for Instrument Rep. Technician \$ 62.00
6. Hourly rates for Apprentice / Helper \$ 38.00
7. Mark Up cost of materials + 15%
8. Cost of deliver materials at our freight cost + 15%
9. Days to deliver equipment and materials within 24 hours of our receiving same

Total Proposed Cost: \$ 46,000.00

*[Signature]*  
J. M. "Mike" O'Day  
12/12/17



O'Day Instruments LLC  
P. O. Box 396  
Schulenburg, Texas 78956  
Phone: 979-583-1441  
Fax: 979-583-4037

Texas City: RFP #2018-41

**STATEMENT of QUALIFICATIONS:**

We maintain two offices and are staffed with highly qualified personnel. We have adequate equipment necessary to perform all the tasks required to perform new construction and maintenance. We have been performing control systems maintenance and construction for municipal locations in Galveston County since 1975. We have been performing work for the City of Texas City since 1995. We are a financially stable company, having been in continuous business in Galveston County since 1975.

Our office locations and personnel are listed below;

Administrative Office: 507 E. 4<sup>th</sup> Street, Hallettsville, Texas 77964 979-583-1441

Mike O'Day: General Manager / Technical Director

Jason Cummins: Control Systems Engineer; BS Eng. 2011 Texas State University

Field Office: 3730 Scott Street, Santa Fe, Texas 77517 409-682-2786

Jim O'Day: Manager / Systems Integration

Gary O'Day: Control Systems Engineer; BS Electrical Eng. 2015 U of Houston

Jimmy Boswell: Power Systems Engineer; BS Electrical Eng. 2015 U of Houston

Daniel O'Day: Sr. Technician; AS 2001, Texarkana College

Connor Wiseman: Technician;

Lucas Cardenas: Technician; Apprentice

We are qualified and capable to perform work for the City of Texas City, Texas as per requirements and the Scope of Work as described in RFP #2018-041.

J. M. "Mike" O'Day

12/12/17



O'Day Instruments LLC  
P. O. Box 396  
Schulenburg, Texas 78956  
Phone: 979-583-1441  
Fax: 979-583-4037

Texas City: RFP #2018-41

#### STATEMENT of WARRANTY

O'Day Instruments LLC shall warrant all labor and materials furnished by O'Day Instruments LLC in the performance of any and all maintenance and repair work performed under contract to the City of Texas City, Texas as per requirements and the Scope of Work as described in RFP #2015-077.

A handwritten signature in black ink, appearing to read "J. M. O'Day", is written over the printed name.

J. M. "Mike" O'Day

12/12/17

**CITY COMMISSION REGULAR MTG**

**Res 14-019**

**Meeting Date:** 01/03/2018

**Submitted By:** Justin Herter, City Attorney Office

**Department:** City Attorney Office

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**Information**

**ACTION REQUEST (Brief Summary)**

Calling of Election.

**BACKGROUND**

As prescribed by State Law, the City of Texas City must comply with dates, notices, and actions to hold its election in May. The following agenda item, Resolution 18-003, has the City entering into an agreement for the County to run the City's election as part of a universal voting system. In line with that agreement, the City must still call the election and post all proper notices. The resolution designates the dates and times and the polling places for the May 7, 2016 election. The locations are the same ones used in previous elections. Depending on the number of contested seats, using the universal system with the County, the location of the polling places may be amended.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Res. 18-002

Exhibit A

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**RESOLUTION NO. 18-002**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, CALLING A GENERAL CITY ELECTION TO BE HELD IN THE CITY OF TEXAS CITY, TEXAS, ON SATURDAY, MAY 5, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., ESTABLISHING DAYS, HOURS AND LOCATIONS FOR EARLY VOTING, FOR THE PURPOSE OF ELECTING A MAYOR, TWO CITY COMMISSIONERS AT-LARGE, AND FOUR CITY COMMISSIONERS FROM DISTRICTS, EACH FOR TWO YEAR TERMS; DESIGNATING THE POLLING LOCATIONS; AND MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.**

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**WHEREAS**, the Mayor and City Commissioners of the City of Texas City, Texas are elected for two year terms; and,

**WHEREAS**, the terms of the Mayor and City Commissioners of the City of Texas City, Texas, are set to expire May 2018; and,

**WHEREAS**, Article II of *The City Charter*, Chapter 41 of the **Texas Election Code**, and Section 26.042 of the **Texas Local Government Code** require an election for municipal officers to be held, ordered, and called on May 5, 2018, that being a uniform election date under the **Texas Election Code**, to fill the seats of the Mayor and City Commissioners; and,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS:**

**SECTION 1:** That notice is hereby given that a general City election will be held in and throughout the City of Texas City, Texas, on Saturday, May 5, 2018, at which there shall be submitted to the duly qualified resident electors of the said City as to the election of the Mayor and two (2) At-Large Commissioners that shall be elected by a vote of the qualified voters of the entire City. Four (4) Commissioners shall be elected from districts as follows, to wit:

- (a) **District No. 1.** District No. 1 of the City Commission districts shall be comprised of the following county election precincts, or portions of precincts, located within the City limits: 335, 336, 337, 338, 312, and the portion of Precinct 173 within confines as follows: bounded on the North by Moses Bayou; on the East by Union Pacific Railroad; on the South by 25th Avenue Extension; and on the West by the Gulf Coast Water Authority Canal.

(b) District No. 2. District No. 2 of the City Commission districts shall be comprised of the following county election precincts, or portions of precincts, located within the City limits: 151, 280, 301, the portion of 347 North of Palmer Highway, 150 (excluding the area bounded on the West by 23rd Street; on the North by 34th Avenue North; the South by Loop 197 North; and on the East by 16th Street ditch), 199, 172, 159, 196, 197, and the portion of Precinct 173 East of Union Pacific Railroad.

(c) District No. 3. District No. 3 of the City Commission districts shall be comprised of the following county election precincts, or portions of precincts, located within the City limits: 168, 345, 369, 342, 343, and the portion of 347 South of Palmer Highway.

(d) District No. 4. District No. 4 of the City Commission districts shall be comprised of the following county election precincts, or portions of precincts, located within the City limits: 146, 148, 149, and a portion of Precinct 150 within confines as follows: bounded on the West by 23rd Street; bounded on the North by 34th Avenue North; bounded on the South by Loop 197 North; and bounded on the East by 16th Street ditch.

**SECTION 2:** That applications to have the name of a candidate placed on the ballot may not be filed earlier than thirty (30) days before the deadline prescribed by the Election Code for filing applications with the City Secretary and that the earliest date for a candidate to file the same will be January 17, 2018, at 8:00 a.m., with the last day for filing to be February 16, 2018, at 5:00 p.m., in accordance with **Texas Election Code** Sec. 143.007.

**SECTION 3:** That early voting for the election shall be conducted under the direction of the City Secretary, and shall be on the dates set forth in the attached Notice of Election (**see Exhibit A**).

**SECTION 4:** That the City Secretary shall have the authority to modify polling locations, if necessary, and be able to cancel the election if no seats are contested.

**SECTION 5:** That the Mayor is hereby authorized to execute said Notice of Election.

**SECTION 6:** That the City Secretary is hereby directed to cause notice to be given of said election by publication in the local newspaper of the City of Texas City, Texas, in accordance with *The City Charter* and **Texas Election Code**. (**See Exhibit A**).

**SECTION 7:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 3rd day of January 2018.**

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Matthew T. Doyle, Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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James Hartshorn  
City Secretary

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Russell F. Plackemeier  
City Attorney

has been read on three separate days.

**Sec. 8. Authentication and publication of ordinances and resolutions.**

Upon its final passage, each ordinance or resolution shall be authenticated by the signatures of the mayor and of the city secretary and shall be systematically recorded in a manner approved by the commission. Any ordinance may also be authenticated by the signatures of the city secretary and three members of the commission. Every ordinance imposing any penalty, fine, or forfeiture shall, after passage thereof, be published in one issue of the official paper; and proof of such publication shall be made by the printer or publisher of such paper, making affidavit before some officer authorized by law to administer oaths, and filed with the person performing the duties of city secretary and said affidavit shall be prima facie evidence of such publication and promulgation of such ordinance in courts of the state; and such ordinance so published shall take effect, and be in force, from and after ten days after publication thereof, unless otherwise expressly provided. Ordinances not required to be published shall take effect, and be in force, from and after the passage, unless otherwise provided.

The commission shall, as soon as practicable after the commencement of each fiscal or municipal year, enter into a contract with a public newspaper of the city as the official paper thereof, and to continue as such until another is selected, and shall cause to be published therein all ordinances, notices, and other matters required by this Charter or by the ordinances of the city to be published.

**ARTICLE IV. NOMINATIONS AND ELECTIONS**

**Sec. 1. Municipal elections.**

The regular election for the choice of members of the commission shall be held every even year on the first Saturday in May. The commission may by resolution order a special election, fix the time for holding the same, and provide all means for holding such special election in accordance with state law.

**Sec. 2. Commission rules.**

The commission shall make all necessary rules and regulations, not inconsistent with this Charter or with the election laws of the State of Texas, for the conduct of elections, for the prevention of fraud in elections, and for the recount of the ballots in case of doubt or fraud.

## ELECTION CODE

## TITLE 1. INTRODUCTORY PROVISIONS

## CHAPTER 4. NOTICE OF ELECTION

Sec. 4.001. NOTICE REQUIRED. Notice of each general and special election shall be given as provided by this chapter.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Sec. 4.002. AUTHORITY RESPONSIBLE FOR GIVING NOTICE. Except as otherwise provided by law, the following authority shall give notice of an election:

(1) the county judge of each county wholly or partly in the territory covered by the election, for an election ordered by the governor;

(2) the presiding officer of the governing body of a political subdivision, for an election ordered by the presiding officer or the governing body; and

(3) the authority ordering the election, for an election ordered by any other authority.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Sec. 4.003. METHOD OF GIVING NOTICE. (a) Except as provided by Subsection (c), notice of an election must be given by any one or more of the following methods:

(1) by publishing the notice at least once, not earlier than the 30th day or later than the 10th day before election day:

(A) in a newspaper published in the territory that is covered by the election and is in the jurisdiction of the authority responsible for giving the notice; or

(B) in a newspaper of general circulation in the territory if none is published in the jurisdiction of the authority responsible for giving the notice;

(2) by posting, not later than the 21st day before election day, a copy of the notice at a public place in each election precinct that is in the jurisdiction of the authority responsible for giving the notice; or

(3) by mailing, not later than the 10th day before election day, a copy of the notice to each registered voter of the territory that is covered by the election and is in the jurisdiction of the authority responsible for giving the notice.

(b) In addition to any other notice given for an election under Subsection (a), not later than the 21st day before election day, the authority responsible for giving notice of the election shall post a copy of the notice, which must include the location of each polling place, on the bulletin board used for posting notices of the meetings of the governing body of the political subdivision that the authority serves. For each precinct that is combined to form a consolidated precinct under Section 42.008, not later than the 10th day before election day, the authority shall also post, at the polling place used in the preceding general election, notice of the precinct's consolidation and the location of the polling place in the consolidated precinct. A notice posted under this subsection must remain posted continuously through election day.

(c) In addition to any other notice given, notice of an election ordered by a commissioners court or by an authority of a city or school district must be given by the method prescribed by Subsection (a)(1).

(d) If other law prescribes the method of giving notice of an election, that law supersedes this section, except that Subsection (c) applies regardless of the notice requirements prescribed by other law with respect to an election covered by that subsection.

(e) The authority responsible for giving notice of the election shall deliver to the secretary of state a copy of the notice of a consolidated precinct required by Subsection (b) not later than the date of the election.

(f) A debt obligation election order required under Section 3.009 shall be posted:

(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;

(2) not later than the 21st day before the election, in three public places in the boundaries of the political subdivision holding the election; and

(3) during the 21 days before the election, on the political subdivision's Internet website, prominently and together with the notice of the election and the contents of the proposition, if the political subdivision maintains an Internet website.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986. Amended by Acts 1987, 70th Leg., ch. 479, Sec. 1, eff. Sept. 1, 1987; Acts 1989, 71st Leg., ch. 114, Sec. 1, eff. Sept. 1, 1989.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 554 (S.B. 637), Sec. 2, eff. September 1, 2013.

Sec. 4.004. CONTENTS OF NOTICE. (a) The notice of a general or special election must state:

(1) the nature and date of the election;

(2) except as provided by Subsection (c), the location of each polling place;

(3) the hours that the polls will be open; and

(4) any other information required by other law.

(b) The notice of a special election must also state each office to be filled or the proposition stating each measure to be voted on. This subsection does not apply to an election on a proposed constitutional amendment.

(c) If notice of an election is given by posting the notice in the various election precincts, the notice posted in a precinct is not required to state the location of the polling places in other precincts.

(d) If precincts are consolidated under Section 42.008, the notice must state which precincts have been combined to form each consolidated precinct in addition to the locations of the polling places in the consolidated precincts.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986. Amended by Acts 1987, 70th Leg., ch. 479, Sec. 2, eff. Sept. 1, 1987.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1235 (S.B. 1970), Sec. 5, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 1164 (H.B. 2817), Sec. 1, eff. September 1, 2011.

Sec. 4.005. RECORD OF NOTICE. (a) If notice of an election is given by publication, the authority responsible for giving the notice shall retain a copy of the published notice that contains the name of the newspaper and the date of publication.

(b) For each notice posted under Section 4.003(a)(2) or (b), the person posting the notice shall make a record at the time of posting stating the date and place of posting. The person shall sign the record and deliver it to the authority responsible for giving the election notice after the last posting is made.

(c) If notice of an election is given under Section 4.003(a)(3), the authority responsible for giving the notice shall:

(1) retain a copy of the notice and enter on the copy the date or dates the mailing occurred; and

(2) prepare a list of the names and addresses of the persons to whom the notice was mailed.

(d) The authority responsible for giving the election notice shall preserve the records required by this section for the period for preserving the precinct election records.

(e) If other law prescribes the method of preserving the notice of an election, that law supersedes this section.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986. Amended by Acts 1989, 71st Leg., ch. 2, Sec. 7.01, eff. Aug. 28, 1989.

Sec. 4.006. FAILURE TO GIVE NOTICE OF GENERAL ELECTION. Failure to give notice of a general election does not affect the validity of the election.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Sec. 4.007. NOTICE TO ELECTION JUDGE. Not later than the 15th day before election day or the seventh day after the date the

election is ordered, whichever is later, the authority responsible for giving notice of the election shall deliver to the presiding judge of each election precinct in which the election is to be held in the authority's jurisdiction a written notice of:

- (1) the nature and date of the election;
- (2) the location of the polling place for the precinct served by the judge;
- (3) the hours that the polls will be open;
- (4) the judge's duty to hold the election in the precinct specified by the notice; and
- (5) the maximum number of clerks that the judge may appoint for the election.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Sec. 4.008. NOTICE TO COUNTY CLERK. (a) Except as provided by Subsection (b), the governing body of a political subdivision, other than a county, that orders an election shall deliver notice of the election to the county clerk and voter registrar of each county in which the political subdivision is located not later than the 60th day before election day.

(b) The governing body of a school district that orders an election under Section 26.08, Tax Code, to ratify an ad valorem tax rate adopted by the governing body under Section 26.05(g) of that code shall deliver notice of the election to the county clerk of each county in which the school district is located not later than the 30th day before election day.

Added by Acts 2005, 79th Leg., Ch. 1107 (H.B. 2309), Sec. 1.05, eff. September 1, 2005.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 195 (H.B. 3062), Sec. 1, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1328 (H.B. 3646), Sec. 79, eff. September 1, 2009.

**CITY COMMISSION REGULAR MTG**

**Res 13-119**

**Meeting Date:** 01/03/2018

Election Contract Approval

**Submitted For:** Justin Herter, City Attorney Office

**Submitted By:** Justin Herter, City Attorney Office

**Department:** City Attorney Office

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-003, authorizing the Mayor to enter into an Election Services Contract between the County of Galveston and the City of Texas City. (City Secretary)

**BACKGROUND**

This is an agreement for the County to run the City's election as part of a universal voting system. In line with that agreement, the City must still call the election and post all proper notices. The resolution designates the dates and times and the polling places for the May 7, 2016 election. The locations are the same ones used in previous elections. Depending on the number of contested seats, using the universal system with the County, the location of the polling places may be amended.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Res 18-003

Contract for Election Services

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**RESOLUTION NO. 18-003**

**A RESOLUTION FOR THE MANAGEMENT OF THE TEXAS CITY GENERAL ELECTION WITH THE GALVESTON COUNTY ELECTION DIVISION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the City of Texas City (“City”) will hold elections on May 5, 2018; and

**WHEREAS**, the City has determined that it is in the best interest and benefit to the citizens of the City to enter into an election agreement dated January 4, 2018, with Galveston County for the purpose of early voting and election day voting.

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

**SECTION 1:** That the City Commission finds it in the best interest of the City to allow the Galveston County Election Division to manage the Texas City General Election of May 5, 2018.

**SECTION 2:** That the Mayor, or designee, is authorized to execute such Contract for Election Services.

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

**PASSED AND ADOPTED this 3rd day of January 2018.**

---

Matthew T. Doyle, Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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James M. Hartshorn  
City Secretary

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Russell F. Plackemeier  
City Attorney

**Contract for Election Services**  
*Local Entity Countywide Vote Center Elections*

**This Contract** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and \_\_\_\_\_ on behalf of \_\_\_\_\_ ("Entity").

**This Contract** is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: \_\_\_\_\_

\_\_\_\_\_  
Election Date

\_\_\_\_\_  
Runoff Election Date

Early Voting will be held on \_\_\_\_\_ from 8 a.m. to 5 p.m. and \_\_\_\_\_ with the polls being open from 7 a.m. to 7 p.m. On Election Day the polls will be open from 7 a.m. to 7 p.m.

**1. Duties and Services of Galveston County.** Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1. Program, or arrange to have programmed, the ballot.  
**[Cost: Based upon the number of contests on the ballot. See the Fee Schedule]**
- 1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and open to the public.  
**[Cost: The cost for publishing the notice will be split equally between all the entities involved. See the Fee Schedule]**
- 1.3. Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.  
**[Cost: Included in the 10% election fee]**
- 1.4. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.

**[See Section 2.3 below]**

1.5. Provide Ballot by Mail services for the Entity.

**[See the Fee Schedule]**

1.6. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid \$40 for attending training.

1.7. Select the countywide vote center polling locations in coordination with the Entity and with the approval of Galveston County Commissioners' Court.

1.8. Provide the Entity **\*and where possible the candidates running for office**, a sample ballot for them to proof and approve or provide corrections.

**[See sections 2.6 and 2.7 for related information]**

**\*The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.**

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

**2. Duties and Services of the Entity.** The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before** \_\_\_\_\_. Contracts submitted after this date will require a \$500 fee **which will be non-refundable regardless of whether the Entity cancels its election.**

2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.

2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.

2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.

2.5. It is understood that the Entity may need to modify its election order after \_\_\_\_\_, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by

\_\_\_\_\_. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

***[See Section 1.7 for additional information on the selection of countywide polling places]***

- 2.6. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than** \_\_\_\_\_. All language on the ballot must be provided in both English and Spanish in a Word format. In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review.

***[See Section 1.8]***

- 2.7. Return to Galveston County, by \_\_\_\_\_, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than \_\_\_\_\_.

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot.

***[See Section 1.8 for related information on ballot proofing]***

- 2.8. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. **Should the Entity miss the deadlines, and should Galveston County be unable to provide the services in a timely and accurate manner the Entity shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

- 2.9. As required by §67.017(b) and the Secretary of State's Office, the Entity must submit an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.

- 2.10. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.

- 2.11. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.
- 2.12. Entity to pay a \$125 fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.

**3. Cancellation of Contract:** Except for contracts consummated after \_\_\_\_\_, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates filing deadline of \_\_\_\_\_. The Entity will be obligated to pay Galveston County a \$500 fee if cancelled after this grace period.

**4. Special Provision: Bilingual Poll Worker Requirements.** Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4) Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and
- b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

**5. Fee Schedule of Galveston County:** Galveston County agrees to perform these services at the following rates:

- a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.  
***Cost: \$50 per kit***
- b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.  
***Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.***
- c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.  
***Cost: \$250 per eSlate or JBC and \$300 per DAU eSlate.***
- d) Transport the voting machines and equipment to and from the voting locations.  
***Cost: \$125 delivery per location***

- e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.  
***Cost: Determined by the number of contests on the ballot: \$600 for up to ten contests, \$1,200 for up to 20, \$1,800 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.***
- f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.  
***Cost: \$400 for use of the equipment plus overtime for county employees doing the tabulation if applicable.***
- g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.  
***Cost: Included in the 10% election fee***
- h) Conduct early voting, Election Day Voting, and bilingual training.  
***Cost: \$50 per person per class***
- i) Two or more electronic poll books will be deployed (at the discretion of the Elections Division) to each polling location.  
***Cost: \$125 each***
- j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.
- k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.  
***Cost: Base cost of \$10 per hour per worker. Any worker who serves more than 40 hours in a given pay week will be compensated at time and a half for the hours served in excess of 40 hours.***
- l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.  
***Cost: up to \$500.***
- m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is \$.25 per sheet.
- n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. ***The cost for this service is \$3.00 per ballot (\$3.50, if a multi-page ballot).***
- o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to Galveston County prior to Election Day.

**6. Compensation, Billing, and Payment.** In accordance with Section 31.100(d) of the Texas Election Code the Entity will pay Galveston County the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098,

Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

**7. Voting System.** The Hart Intercivic 6.1 e-Slate System will be the voting system used in providing services under this contract.

**8. Authorized Representatives.** Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone #

**9. General Provisions.** As specified in Texas Election Code §31.096 this contract may not change:

- a) The authority with whom applications of candidates for a place on a ballot are filed;
- b) The authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- c) The authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

**10. WAIVER OF DAMAGES.** The parties acknowledge that the Hart Intercivic 6.1 eSlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs

relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

**Galveston County:**

Dwight D. Sullivan, County Clerk  
Attention: Ernest Murrie, Chief Deputy Clerk for Elections  
Galveston County Justice Center  
600 59<sup>th</sup> Street, Suite 2001  
Galveston, TX 77551-4180

P.O. Box 17253  
Galveston, Texas 77552-7253  
409-770-5108  
Email: [ernest.murrie@co.galveston.tx.us](mailto:ernest.murrie@co.galveston.tx.us)

**Entity:**

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

**11. Galveston County Title VI Assurance Clause.** Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

**Compliance with Non-Discrimination Laws and Regulations.** During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- 1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- 2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- 4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
  - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b) cancellation, termination, or suspension of the contract, in whole or in part.
- 6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with

respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Galveston County:**

\_\_\_\_\_  
Dwight D. Sullivan  
County Clerk

**Entity:**

Name: \_\_\_\_\_

- |   |                                    |
|---|------------------------------------|
| <input type="checkbox"/> City Manager                     | <input type="checkbox"/> Mayor     |
| <input type="checkbox"/> Superintendent                   | <input type="checkbox"/> President |
| <input type="checkbox"/> City Secretary                   | <input type="checkbox"/> Other     |
| <input type="checkbox"/> Chair County Executive Committee |                                    |

**Received and Filed:**

Galveston County

\_\_\_\_\_  
Hon. Mark Henry  
County Judge  
Attest:

\_\_\_\_\_  
Dwight D. Sullivan  
County Clerk

Date: \_\_\_\_\_

Date Copy of Agreement Furnished  
to County Treasurer: \_\_\_\_\_

Date Copy of Agreement Furnished  
to County Auditor: \_\_\_\_\_

**CITY COMMISSION REGULAR MTG**

**(6) (e)**

**Meeting Date:** 01/03/2018

2018-042 Water & Sewer Line Repair Materials Annual Contract

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

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-004, approving and awarding the annual contract for Bid # 2018-042 Water & Sewer Line Repair Materials.

**BACKGROUND**

On November 30, 2017 a request for bidders was published and bid packets were sent to local area vendors. Bids were received and opened on December 14, 2017 at 2 p.m.. The low responsible bids meeting all specifications were received as follows for the unit prices bid per section.

A bid tabulation is attached for your review.

MDN Enterprises, in New Caney Texas - Sections # 6 and 9.

ACT Pipe and Supply, Houston Texas - Sections # 5 and 7.

Accurate Meter and Supply, Katy Texas - Sections # 1, 2, 3, and 8.

Ferguson Waterworks, Humble Texas - Section # 4.

**ANALYSIS**

It is the recommendation of the Public Works and Utilities Departments to award Bid # 2018-042 Water & Sewer Line Repair Materials Annual Contract as listed above, and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution No. 18-004

Exhibit A

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**RESOLUTION NO. 18-004**

**A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR THE PURCHASE AND DELIVERY OF WATERLINE REPAIR MATERIALS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, on November 30, 2017, bid packets were mailed to area vendors for the purchase and delivery of Water & Sewer Line Repair Materials annual contract, Bid No. 2018-042; and,

**WHEREAS**, bids opened on December 14, 2017, and the low responsible bid(s) meeting all specifications were received as follows for the unit prices bid per section.

MDN Enterprises, New Caney, Texas - Sections #6 and 9.

ACT Pipe and Supply, Houston, Texas - Sections #5 and 7.

Accurate Meter and Supply, Katy, Texas - Sections #1, 2, 3, and 8.

Ferguson Waterworks, Humble, Texas - Section #4.

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

**SECTION 1:** That the successful bidders for the purchase and delivery of Water & Sewer Line Repair Materials annual contract, Bid No. 2018-042, is MDN Enterprises, ACT Pipe and Supply, Accurate Meter and Supply and Ferguson Waterworks.

**SECTION 2:** That the Mayor is hereby authorized to enter into an annual contract with MDN Enterprises, ACT Pipe and Supply, Accurate Meter and Supply and Ferguson Waterworks, for the purchase and delivery of Water Line Repair Materials annual contract, Bid No. 2018-042, for the respective unit price bids in **Exhibit "A"**, as attached hereto and incorporated herein for all intents and purposes.

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

**PASSED AND ADOPTED this 3rd day of January 2018.**

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Matthew T. Doyle, Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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James Hartshorn  
City Secretary

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Russell F. Plackemeier  
City Attorney

# City of Texas City

## BID TABULATION

### 2018-042 WATER AND SEWER LINE REPAIR MATERIALS ANNUAL CONTRACT

Bid Opening: Thursday, December 14, 2017 at 2:00 p.m.

<u>BIDDER</u>	HD Supply	MDN Enterprises	ACT Pipe and Supply	Accurate Meter and Supply	Ferguson Waterworks
Section 1 Items 1-38	\$13,201.00	\$12,770.40	\$14,621.75	<b>\$12,623.55</b>	\$15,354.50
Section 2 Items 39-75	\$32,612.00 <i>(\$32,614.00)</i>	\$30,940.35	\$30,569.00	<b>\$29,405.20</b>	\$30,608.40 <i>(\$30,608.50)</i>
Section 3 Items 76-88	\$4,753.80	\$4,652.49	\$5,016.95	<b>\$4,562.19</b>	\$5102.75
Section 4 Items 89-126	\$56,282.00	\$57,605.20	\$57,961.00	\$60,600.30 <i>(\$60,599.80)</i>	<b>\$54,823.00</b>
Section 5 Items 127-134	\$22,820.50	\$22,967.73 <i>(\$22,967.23)</i>	<b>\$22,169.00</b>	\$24,795.00	\$22,828.95
Section 6 Items 135-146	\$17,365.00	<b>\$17,112.25</b>	\$17,285.00	\$36,945.00 <i>(\$49,328.00)</i>	\$18,033.00
Section 7 Items 147- 160	\$4,023.05 <i>(\$4,023.65)</i>	\$3,967.90	<b>\$3,496.75</b>	\$4,070.75	\$3,614.25
Section 8 Items 161-172	\$23,141.40	\$26,142.95 <i>(\$24,977.20)</i>	NO BID <i>(\$18,675.00 three items not bid)</i>	<b>\$17,469.50</b>	\$39,409.00 <i>(\$39,409.50)</i>
Section 9 Items 173-181	NO BID	<b>\$66,095.30</b>	\$112,475.00	\$91,080.00	\$77,673.00 <i>(\$77,637.00)</i>
TOTAL BASE BID	No total base bid due to NO BID items	<b>\$242,254.57</b>	No total base bid due to NO BID items	\$281,551.49	\$267,446.85

Prices in **Blue** are the original Bid Form prices. Prices in **Black** are correct prices after addition was checked.

**CITY COMMISSION REGULAR MTG**

**(6) (f)**

**Meeting Date:** 01/03/2018

**Submitted By:** Rhomari Jackson-Glover, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-005, appointing Morris "Mo" Wisdom to the Bayou Golf Course Advisory Board. (City Secretary)

**BACKGROUND**

Raymond Walker has tendered his resignation to serve on the Bayou Golf Board. The mayor is recommending Mr. Morrison who both the Golf Pro and Chairman (Able Garza) of the Bayou Golf Board endorse. The term would be from now until September of 2019 to fill the vacancy left by Mr. Walker.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 18-005**

**A RESOLUTION APPOINTMENTING MORRIS WISDOM TO THE BAYOU GOLF COURSE ADVISORY BOARD; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, on October 4, 2017, by Resolution No. 17-069, the City Commission made appointments/reappointments to the City's Boards, Commissions and Committees; and,

**WHEREAS**, there is a need to appoint Morris Wisdom to the Bayou Golf Course Advisory Board to replace Ray Walker, for the term January 3, 2018 through September 30, 2019.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby appoints Morris Wisdom to the Bayou Golf Course Advisory Board for the term January 3, 2018 through September 30, 2019.

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

**PASSED AND ADOPTED this 3rd day of January 2018.**

\_\_\_\_\_  
Matthew T. Doyle, Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
James Hartshorn  
City Secretary

\_\_\_\_\_  
Russell F. Plackemeier  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(6) (g)**

**Meeting Date:** 01/03/2018

**Submitted By:** Rhomari Jackson-Glover, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-006, to terminate Resolution No. 17-086 and contract awarded to McLemore Building Maintenance, Inc. for janitorial services on December 6, 2017.

**BACKGROUND**

With regard to BID #2018-038 (Janitorial Services) awarded at the last meeting, McLemore contacted purchasing and Glen Riske stating that “a supervisor-role” was not worked into their proposal, (McLemore was the low-bid, was awarded the contract and approved by Commission on 12/6/17); McLemore proposed a \$43K change-order to their original proposal to include the fee for a “working-supervisor”, it goes without saying said change-order was promptly rejected and is over the the 25% allowed by law without approval of city commission.

Per the contract (Special Conditions. Termination of Agreement Section 7), the City may terminate the contract at its option upon thirty (30) days written notice provided that the *services* furnished do not conform to the standards and/or the requirements detailed therein; that said, a 30-day termination letter to be sent to McLemore coupled with their original Bid-Bond.

The next item on the agenda would be to approve the next lowest responsible bidder, which is below the new figure that McLemore was requesting with the supervisor (new amount over \$110,000/annually)).

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution No. 18-006

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**RESOLUTION NO. 18-006**

**A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO ANNUAL CONTRACT WITH MCLEMORE BUILDING MAINTENANCE FOR JANITORIAL SERVICES BID # 2018-038; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, on October 25, 2017, 12 bid packets were mailed to area vendors for Janitorial Services Annual Contract, Bid # 2018-038; and

**WHEREAS**, the lowest responsible bid meeting all specifications and bid requirements was received from McLemore Building Maintenance, Houston, Texas, for the unit prices bid; and

**WHEREAS**, on or about December 21, 2017, McLemore Building Maintenance, Inc. submitted a change order in the amount of \$43,000.00 to include fees for a “working- supervisor” position; and

**WHEREAS**, the change order was denied and the City has opted to terminate the previously awarded contract with McLemore Building Maintenance, Inc.

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

**SECTION 1:** That the Mayor is hereby authorized to terminate the Janitorial Services Annual Contract with McLemore Building Maintenance, Inc.

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

**PASSED AND ADOPTED this 3rd day of January, 2018.**

\_\_\_\_\_  
Matthew T. Doyle, Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
James Hartshorn  
City Secretary

\_\_\_\_\_  
Russell F. Plackemeier  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(6) (h)**

**Meeting Date:** 01/03/2018

**Submitted By:** Rhomari Jackson-Glover, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-007, approving and awarding bid # 2018-038 Janitorial Services Annual Contract to C&S Janitorial Services. (City Secretary)

**BACKGROUND**

With the previous item terminating the contract for janitorial services that was awarded December 6th to McLemore because of their request for an additional \$43,000 for a supervisor, the City Staff is recommending to go with the new low-bidder C&S for janitorial services; the amount is \$90,000. They are the current provider and have no problem continuing the service.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution No. 18-007

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**RESOLUTION NO. 18-007**

**A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO ANNUAL CONTRACT WITH C & S JANITORIAL SERVICES, INC. FOR JANITORIAL SERVICES BID # 2018-038; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, on October 25, 2017, 12 bid packets were mailed to area vendors for Janitorial Services Annual Contract, Bid # 2018-038; and

**WHEREAS**, the responsible bid meeting all specifications and bid requirements was received from C & S Janitorial Services, Inc., Houston, Texas, for the unit prices bid.

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

**SECTION 1:** That the successful bidder for the annual contract for the janitorial services for all specifications was received from C & S Janitorial Services, Inc., for the unit prices bid.

**SECTION 2:** That the Mayor is hereby authorized to enter into an annual contract with C & S Janitorial Services, Inc. as set out on **Exhibit "A"** attached hereto and made a part hereof for all intent and purposes.

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

**PASSED AND ADOPTED this 3rd day of January, 2018.**

\_\_\_\_\_  
Matthew T. Doyle, Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
James Hartshorn  
City Secretary

\_\_\_\_\_  
Russell F. Plackemeier  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 01/03/2018

Dispatch

**Submitted For:** Jennifer Price, Human Resources

**Submitted By:** Jennifer Price, Human Resources

**Department:** Human Resources

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Ordinance No. 18-01, to amend the City of Texas City fiscal budget to create an additional dispatcher position. (Finance)

**BACKGROUND**

This budget amendment is to create an additional police dispatcher position and appropriate funding for the position. The annual salary will be between \$37,981 and \$54,725.

This will bring the total budgeted dispatcher positions to 12.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Ordinance 18-01

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**ORDINANCE NO. 18-01**

**AN ORDINANCE AMENDING ORDINANCE NO. 17-26, ADOPTING THE 2017-2018 BUDGET TO APPROPRIATE FUNDS TO CREATE AN ADDITIONAL POLICE DISPATCHER POSITION AND APPROPRIATE FUNDING FOR THE POSITION; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, by Ordinance No. 17-26, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2017-2018; and,

**WHEREAS**, this budget amendment is to create an additional police dispatcher position and appropriate funding for the position; and,

**WHEREAS**, the annual salary will be between \$37,981.00 and \$54,725.00.

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

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

**SECTION 2:** This amendment does not result in an increase in budgeted expenditures.

**SECTION 3:** That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

**SECTION 4:** That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

**SECTION 5:** That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

**PASSED AND ADOPTED this 3rd day of January 2018.**

\_\_\_\_\_  
Matthew T. Doyle, Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
James Hartshorn  
City Secretary

\_\_\_\_\_  
Russell F. Plackemeier  
City Attorney