

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, DECEMBER 18, 2019 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

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

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a) Service Awards:

Damon McNeel	Library	12/20/1999	20 years
Mickey House	Police	12/27/1994	25 years
Debra McGrew	Police	12/19/1994	25 years

(b) Promotions (Fire Department):
Jason Grimm promoted to Captain
William Behan promoted to Engineer

(5) REPORTS

(a) Emergency Management Annual Report (Emergency Management)

(b) Parks Division (Recreation and Tourism)

(6) PUBLIC HEARING

(a) Duane Bingham/David Holland request to rezone from "O" (Open Space) to "E-3" (Outdoor Commercial) to construct a tractor supply business. Being 4.51 acres of land out of the Anthony Hatch Survey. Located at 4819 Hwy 146 North.

(7) PRELIMINARY ZONING APPROVAL

(a) Approve rezoning request for TC Tractor Supply to rezone from "O" (Open Space) to "E-3" (Outdoor Commercial). Being 4.51 acres out of the Anthony Hatch Survey. Located at 4819 Hwy 146 North.

(8) PUBLIC COMMENTS

(9) CONSENT AGENDA

(a) Approve City Commission Minutes for December 4, 2019 meeting. (City Secretary)

(b) Consider and take action on Resolution No. 19-140, calling a General Election to be held in Texas City on May 2, 2020, and designating polling locations. (City Secretary)

(c) Consider and take action on Resolution No. 19-141, authorizing the Mayor to enter into an Election Service Contract between the County of Galveston and the City of Texas City. (City Secretary)

(d) Consider and take action on Resolution No. 19-142, approving the cancellation of the January 1, 2020 Commission meeting. (Management Services)

(e) Consider and take action on Resolution No. 19-143, approving of an Engineering Services Agreement with ARKK Engineers for design and construction phase services for a one million gallon elevated water tank. (Planning)

(f) Consider and take action on Resolution No. 19-144, approving and awarding the purchase of 3 Capital Equipment for the Bayou Golf Course from Professional Turf Products, L.P. through Buyboard, a Local Government Purchasing Cooperative (Contract No. 529-17). (Recreation & Tourism)

(g) Consider and take action on Resolution No. 19-145, approving the purchase, delivery and installation of treadmills and weight equipment for the Lowry Fitness Center from Comm FIT through Buyboard- a Local Government Purchasing Cooperative (Contract No. 502-16). (Recreation & Tourism)

(h) Consider and take action on Resolution No.19-146, approving the purchase of two (2) grapple trucks for brush. (Public Works)

(i) Consider and take action on Resolution No. 19-148, authorizing the termination of the prior Chapter 312, Chapter 380 and Charitable Economic Development Agreements with Gulf Coast Ammonia which were approved by Resolution 17-083 and Resolution 17-084 on December 6, 2017, and authorizing the Mayor to execute all necessary termination documents. (Management Services)

(j) Consider and take action on Resolution No. 19-147, authorizing the Mayor to increase Joiner Architects contract amount for the Fire, Police, and Emergency Medical Services Training Facility to include the development of Construction Documents, Bidding & Negotiation activities, and Construction Administration. (Public Works)

(k) Consider and take action on Resolution No. 19-148, approving to rescind Resolution 19-139, approving the purchase of two (2) Dodge Chargers from Cowboy Motor Company. (Purchasing)

- (l) Consider and take action on Resolution No. 19-149, approving the Police Department purchase of two (2) Dodge Chargers from Grapevine Dodge Chrysler Jeep including up-fit by Dana Safety Supply. (Purchasing)

- (10) REGULAR ITEMS
 - (a) Consider and take action on Ordinance No. 19-33, amending the City of Texas City's 2019/2020 fiscal year budget to close the 2018-2019 fiscal year purchase orders. (Finance)

 - (b) Consider and take action on Ordinance No. 19-34, amending the City of Texas City's 2019/2020 fiscal year budget to appropriate funds for design and construction phase services for west side elevated water tank. (Finance)

 - (c) Consider and take action on Ordinance No. 19-35, amending the City's fiscal year 2019-2020 budget to appropriate additional funds for architect services pertaining to the Fire Department Training Facility. (Finance)

- (11) MAYOR'S COMMENTS

- (12) COMMISSIONERS' COMMENTS

- (13) 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 13, 2019, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

NICHOLAS J. FINAN
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 12/18/2019

December 2019 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Administration

Department: Administration

Information

ACTION REQUEST (Brief Summary)

Service Awards

Damon McNeel	Library	12/20/1999	20 years
Mickey House	Police	12/27/1994	25 years
Debra McGrew	Police	12/19/1994	25 years

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 12/18/2019

Promotions: Grimm to Capt. & Behan to Engineer and Honorary Firefighter Sumners

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Jason Grimm promoted to Captain

William Behan promoted to Engineer

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 12/18/2019

Rezoning Public Hearing - TC Tractor Supply

Submitted For: Jean Vincent, Transportation and Planning

Submitted By: Jean Vincent, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Duane Bingham/David Holland request to rezone from "O" (Open Space) to "E-3" (Outdoor Commercial) to construct a tractor supply business. Being 4.51 acres of land out of the Anthony Hatch Survey. Located at 4819 Hwy 146 No.

BACKGROUND

This rezoning request was approved during a rezoning Public Hearing held on November 19, 2019 before the Zoning Commission. After hearing all information provided and recommendation of the staff the members unanimously voted approval.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

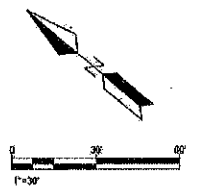
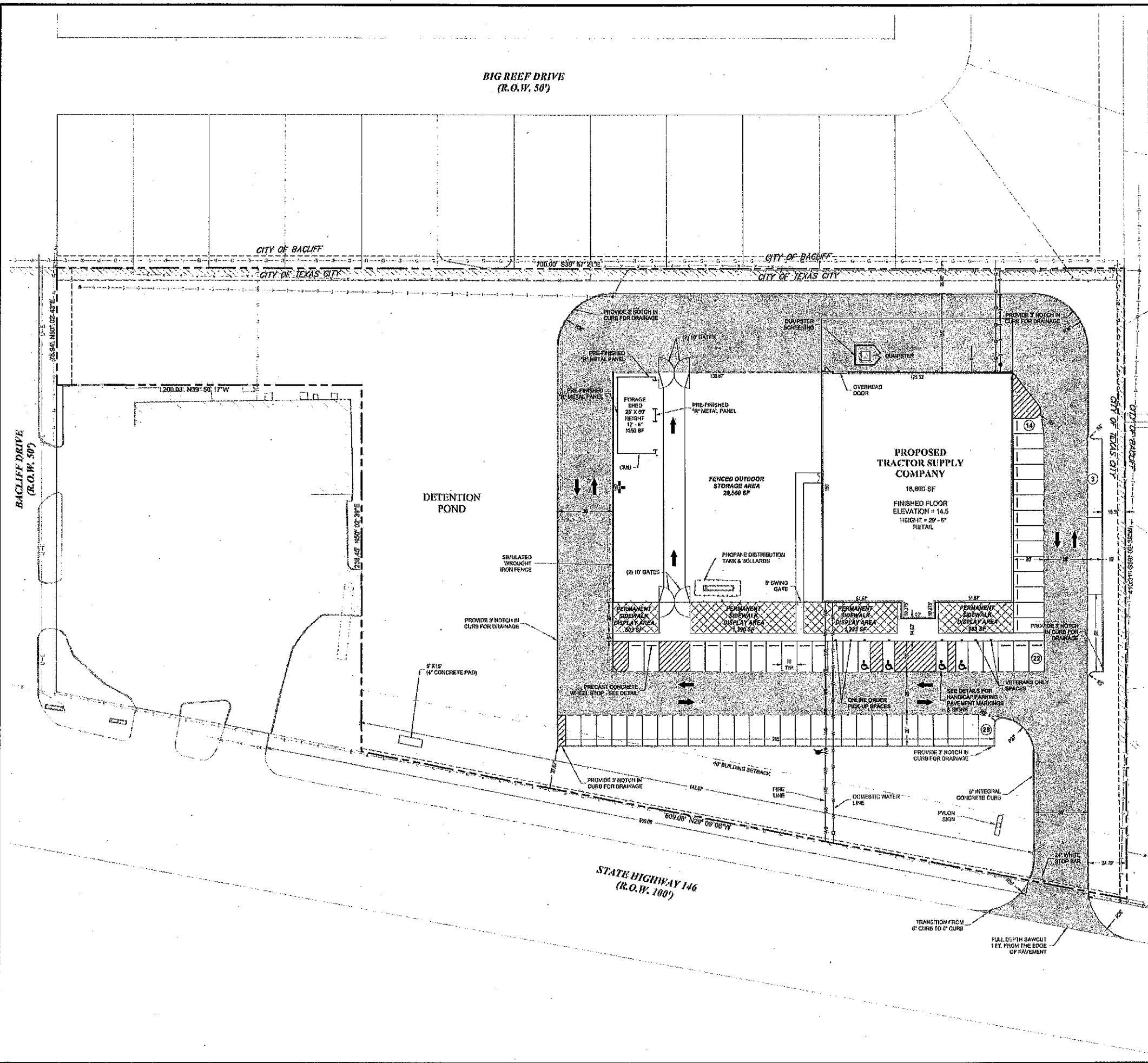
Attachments

Aerial with Zoning

Site Plan

Zoning minutes

Staff Memo



- LEGEND**
- BOUNDARY LINE
 - BASEMENT LINE
 - PARKING / BUILDING SETBACK LINE
 - PROPOSED FENCE
 - SANITARY SEWER
 - WATERMAIN
 - ELECTRIC
 - GAS
 - ⊕ PROPOSED LIGHT POLE & FIXTURE(S)
 - ➔ PROPOSED SIGN
 - ➔ TRAFFIC FLOW ARROW (FOR ILLUSTRATIVE PURPOSES ONLY)
 - LIGHT DUTY PAVEMENT
 - ▨ HEAVY DUTY PAVEMENT
 - ▩ PERMANENT SIDEWALK DISPLAY AREA

- NOTES:**
- THE NUMBER OF PARKING SPACES SHOWN HEREON IS APPROVED BY THE CITY OF TEXAS CITY. PARKING SPACES CAN NEVER BE USED FOR STORAGE, DISPLAY OR SALE OF MATERIALS, EQUIPMENT OR OTHER GOODS.
 - THE FORAGE SHED LOCATED WITHIN THE FENCED OUTDOOR STORAGE AREA SHALL BE FACED WITH PRE-FINISHED "R" METAL PANELS EXCEPT FOR THE SIDE FACING STATE HIGHWAY 146 WHICH SHALL BE FACED WITH OMI TO MATCH THE MAIN BUILDING. THE USE OF SUCH MATERIALS IS APPROVED BY THE CITY OF TEXAS CITY.
 - THE 20 FOOT WIDE SIDEWALK DISPLAY AREA WITH ADDITIONAL 5 FOOT WIDE PEDESTRIAN PATH AS SHOWN HEREON IS APPROVED BY THE CITY OF TEXAS CITY.
 - THE SIMULATED WROUGHT IRON FENCE AROUND THE FENCED OUTDOOR STORAGE AREA IS APPROVED BY THE CITY OF TEXAS CITY.
- FIRE LANE:**
- ALL CURBS AND CURB ENDS SHALL BE PAINTED RED WITH FOUR (4) INCH WHITE LETTERING STARTING "NO PARKING-FIRE LANE-TOW AWAY ZONE". WORDING SHALL BE SPACED NO MORE THAN FIFTEEN (15) FEET APART.
 - IN AREAS WHERE NO CONTIGUOUS CURB IS AVAILABLE, INCLUDING BEHIND ALL PARKING SPACES WHICH ADJOIN A FIRE LANE, THE FIRE LANE SHALL BE MARKED WITH ONE (1) CONTINUOUS EIGHT-INCH RED STRIPE PAINTED ON THE DRIVE SURFACE. FOUR-INCH WHITE LETTERING STARTING "NO PARKING-FIRE LANE-TOW AWAY ZONE" WILL BE PAINTED ON THE RED STRIPE. WORDING WILL BE SPACED NO MORE THAN FIFTEEN (15) FEET APART. ALL CURBING ADJOINING A FIRE LANE MUST BE PAINTED RED.
- NOTE: DIMENSIONS ARE SHOWN TO FACE OF CURB.

SITE DATA SUMMARY

SITE AREA:	44.51 AC
ZONING CLASSIFICATION:	
EXISTING:	O (GWY)
PROPOSED:	E-3 (GWY)
BUILDING COVERAGE:	9.7%
IMPERVIOUS COVERAGE:	64.2%
PROPOSED BUILDING HEIGHT:	29' - 6"

BUILDING SETBACKS

SIDE	CODE (E-3) (GWY)	DESIGNED
FRONT (SW)	(25) (10)	152.61'
SIDE (SE)	(10)	73.32'
SIDE (NW)	(10)	301.23'
REAR (NE)	(10)	67.47'

PARKING SUMMARY

63	REGULAR SPACES
4	HANDICAPPED SPACES (including 1 van accessible space)
67	TOTAL SPACES PROVIDED

PREPARED BY:
SEC
 15110 N. DALLAS PARKWAY
 SUITE 370
 DALLAS, TX 75248
 (214) 676-9988
 REGISTRATION NO: F-12394

PREPARED FOR:
 APPLICANT:
JW CLOVIS GP, LLC
 806 AVENUE U
 MARBLE FALLS, TX 78854
 (830) 693-8944

PROJECT NOTES:
OWNER:
 146 BACLIFF, LLC
 PO BOX 9150
 SANTA FE, NM 87504
 505-680-8868

REFERENCE FILES

No.	DATE	BY	REVISION COMMENTS #1
1	11-8-18	DJF	

REVISIONS / ISSUANCES

TRACTOR SUPPLY COMPANY
 DETAILED SITE PLAN
 TEXAS CITY, GALVESTON COUNTY, TEXAS
 GROSS ACREAGE - 4.51 AC.

DETAILED SITE PLAN

PROJECT NUMBER: 03_200_004

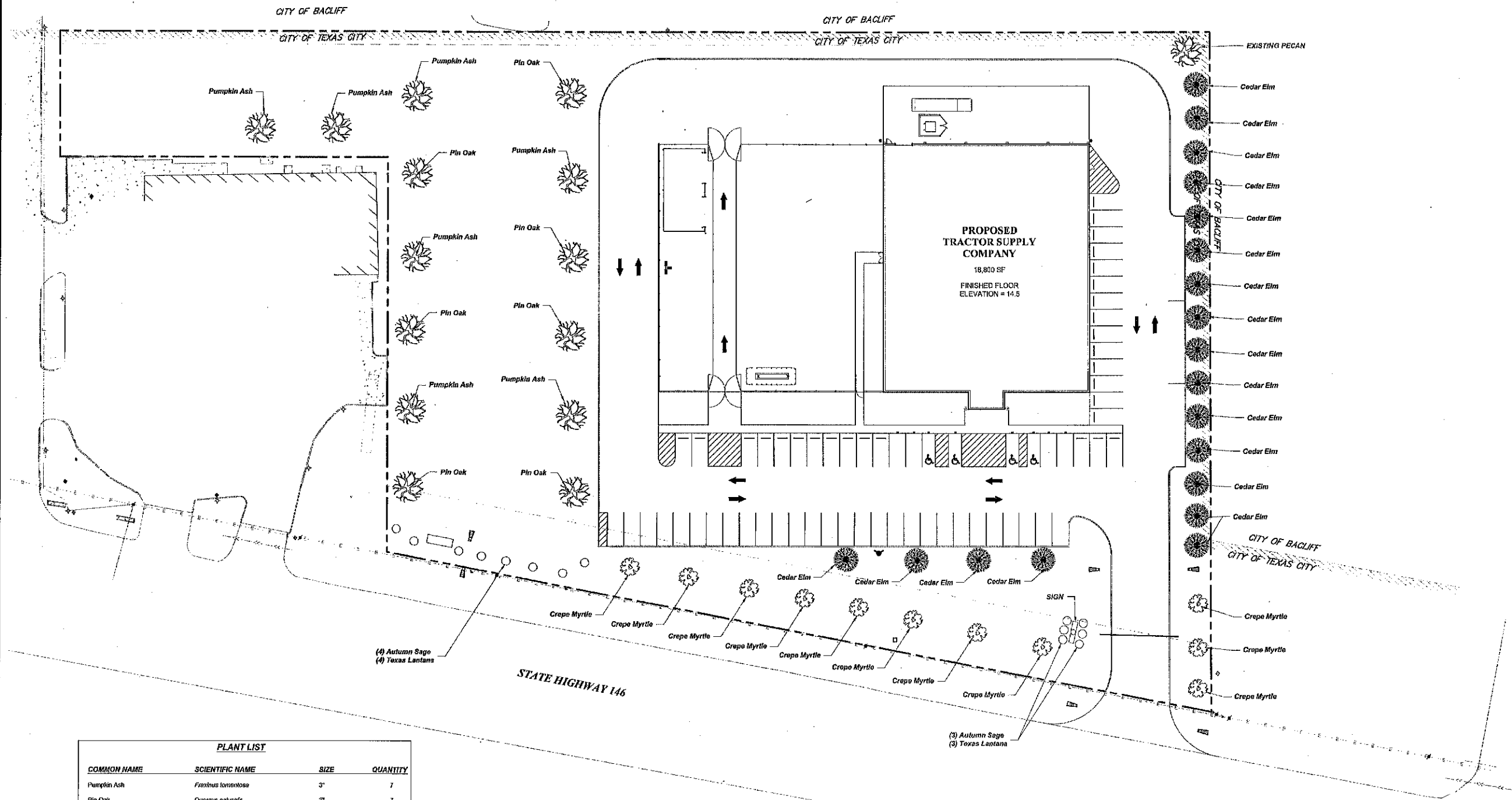
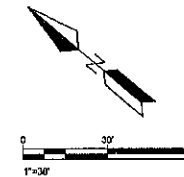
DATE: 03/2/2019	SCALE: 1"=30'
DRAWN BY: DSW/DJF	SHEET No. C-3
DESIGNED BY: DSW	of 4 SHEETS
CHECKED BY: MVB	

LANDSCAPING NOTES

- LANDSCAPING MAINTENANCE SHALL COMPLY WITH THE CITY OF TEXAS CITY ZONING ORDINANCE SEC. 180.088-F - MAINTENANCE.
- A MINIMUM OF 4 INCHES OF TOPSOIL IS TO BE PLACED IN ALL DISTURBED AREAS. SEED WITH BERMUDA TURF GRASS, HYDROMULCH OR SOD OR SEED AS NECESSARY.

LEGEND

- BOUNDARY LINE
- - - - - EXISTING OVERHEAD WIRE



PLANT LIST			
COMMON NAME	SCIENTIFIC NAME	SIZE	QUANTITY
Pumpkin Ash	<i>Fraxinus tomentosa</i>	3"	7
Pin Oak	<i>Quercus palustris</i>	3"	7
Cedar Elm	<i>Ulmus crassifolia</i>	3"	19
Crepe Myrtle	<i>Lagerstroemia indica</i>	3"	11
Texas Lantana	<i>Lantana urticoides</i>	5 gal.	7
Autumn Sage	<i>Salvia greggii</i>	5 gal.	7
Pecan (existing)			1

PREPARED BY:
SEB
 15110 N. DALLAS PARKWAY
 SUITE 370
 DALLAS, TX 75248
 (214) 876-9968
 REGISTRATION NO: F-12394

PREPARED FOR:
 APPLICANT:
JW CLOVIS GP, LLC
 806 AVENUE U
 MARBLE FALLS, TX 78854
 (830) 893-8844

PROJECT NOTES:
OWNER:
 146 BACLIFF, LLC
 PO BOX 9150
 SANTA FE, NM 87504
 505-660-8868

REVISIONS / ISSUANCES			
No.	DATE	BY	DESCRIPTION
1	11-6-19	DJF	REVISION COMMENTS #1

TRACTOR SUPPLY COMPANY
 DETAILED SITE PLAN
 TEXAS CITY, GALVESTON COUNTY, TEXAS
 GROSS ACREAGE - 4.51 AC.

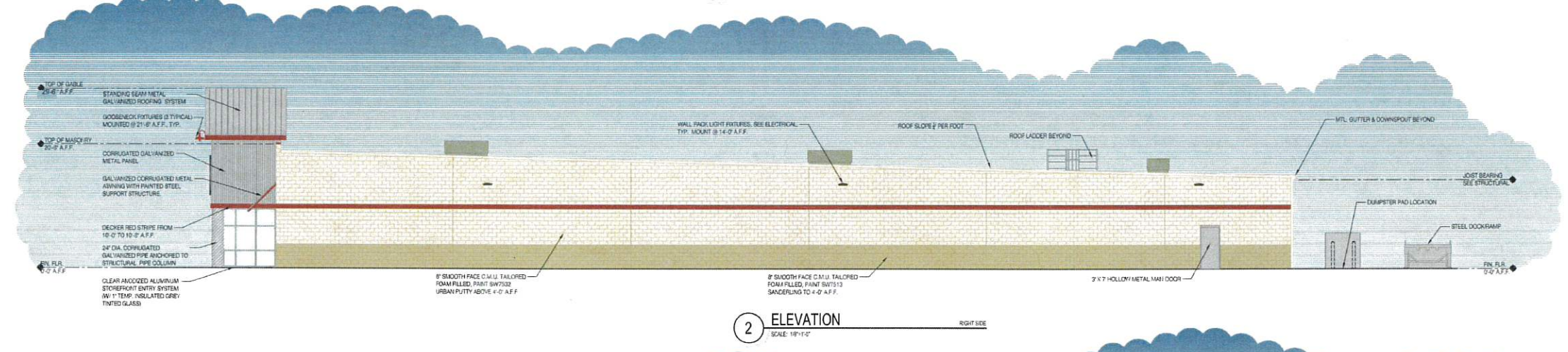
LANDSCAPING PLAN

PROJECT NUMBER: 03_208_004
 DATE: 05/23/2019 SCALE: 1"=30'
 DRAFTED BY: DOW/JDF SHEET No. L-1
 DESIGNED BY: DOW of 4 SHEETS
 CHECKED BY: MJC

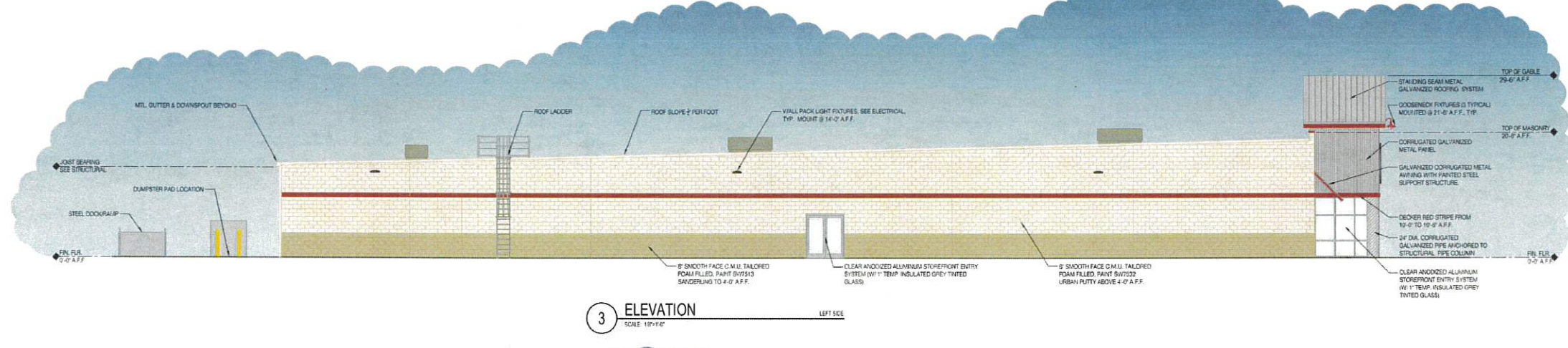
PAINT COLORS
 OFFER "SHERWIN WILLIAMS #S47532" URBAN PUTTY
 LOWER - SHERWIN WILLIAMS #S47513 "SANGERLING"



1 ELEVATION
 SCALE: 1/8"=1'-0"



2 ELEVATION
 SCALE: 1/8"=1'-0"



3 ELEVATION
 SCALE: 1/8"=1'-0"



4 ELEVATION
 SCALE: 1/8"=1'-0"

TRACTOR SUPPLY COMPANY



1100 N. ...
 ...
 ...

ZONING COMMISSION MINUTES

November 19, 2019

The Zoning Commission of the City of Texas City met in a regularly scheduled meeting and Public Hearing on Tuesday, November 19, 2019 at 5:15 p.m. Commission members present were: Chairman Perry O'Brien, Gary Potter, Aric Owens and Commissioner Bruce Clawson. Staff member present was: Doug Kneupper. Citizens present were: Elizabeth Wysk and Duane Bingham.

Chairman O'Brien addressed those present and explained the procedures for the Public Hearing. He indicated a quorum was present and called the meeting to order.

APPROVAL OF MINUTES: The minutes from September 3, 2019 were approved on a motion by Bruce Clawson/Gary Potter. All members present voted aye.

ITEM NO. 1 Duane Bingham/David Holland requests to rezone from "O" (Open Space) to "E-3" (Outdoor Commercial) to construct a tractor supply business. Being 4.51 acres out of the Anthony Hatch Survey. Located at 4819 Hwy. 146 N. Mr. Kneupper provided the background information for this rezoning item. He stated this property was recently annexed into the City of Texas City. Mr. Kneupper stated the applicant is proposing to develop the site for a retail building with limited outdoor display, paving, parking and landscaping. This requires a change in the zoning from "O" (Open Space) to "E-3" (Outdoor Commercial). He further explained that when the City annexes property it is zoned Open Space and when someone wants to develop property they then apply for rezoning to utilize the property for the specific use desired. Mr. Kneupper referenced the zoning map showing the location and what the surrounding property is zoned. This property also lies within the Gateway Overlay District which requires additional aesthetics that the development must comply with. Mr. Kneupper continued by stating the City of Texas City does not provide water or sewer to this area; however the property lies within the jurisdiction of the Bacliff MUD and they have indicated they will be able to accommodate this development. Drainage will be accomplished with an onsite detention pond that will drain into the roadside ditch system. Access to the property will be from SH 146 and will require TXDoT approval. The staff has reviewed the request and have no objections to the rezoning request. He then stated that 44 property owners were notified of the rezoning intent and to date no correspondence has been received in opposition to the request. Mr. Kneupper indicated a representative from the development was present to answer any questions. Chairman O'Brien asked about the screening requirement between this property and surrounding residential properties. Mr. Kneupper responded and stated the property to the south would be screened with a line of trees and the property on the east side would have the existing fence to remain in place. After a period of discussion with regard to ingress/egress into the property and timeline for the development of the business, **a motion was made by Bruce Clawson/Gary Potter to open the Public Hearing. All members present voted aye.** Chairman O'Brien began by explaining the procedure and asked those present who wished to speak to address the members, state their name and state their concerns. Elizabeth Wysk addressed the members

and stated her property backs up to the site and she cited concerns about drainage, traffic and noise from the business. Chairman O'Brien stated the on-site detention pond should take care of any drainage issues. There was discussion about the traffic and problems with the construction on Hwy. 146 causing backups. Ms. Wusk also stated concerns about flooding of her property during Harvey and Allison. She stated her home was flooded once. Chairman O'Brien stated the noise would be reduced due to parking in the front, landscaping and fencing in the back. Mr. Bingham, the developer, also indicated the business would only be operating during normal business hours and not late at night and the building itself would help to buffer even the noise from the highway. There was no further discussion and a **motion was made by Gary Potter/Bruce Clawson to close the Public Hearing.** There were no additional comments or discussion and a **motion was made by Gary Potter/Aric Owens to approve the request to rezone to "E-3" (Outdoor Commercial).** All members voted aye.

There was no further business to discuss at this time and a **motion was made by Gary Potter/ Bruce Clawson to adjourn.** All members present voted aye.

Perry O'Brien, Chairman

Zoning Commission Secretary

Memo

To: Zoning Commission
From: Doug Kneupper, City Engineer
Date: November 14, 2019
Re: E-3, OUTDOOR COMMERCIAL Zoning (SH 146, North of Chase Park Subdivision)

Background: The applicant, Tractor Supply Company, owns 4.51 acres of undeveloped property on the east side of SH 146 just north of the abandoned PHRobinson Power Plant and the Chase Park Subdivision, in the Bacliff area. This area was annexed by Texas City in November 2018. The applicant intends to develop the property with one single-story retail building with limited outdoor display and associated paving, parking, landscaping and open space. To be able to utilize the property in this manner, a zone change is needed from the current Open Space to Outdoor Commercial.

The Land Use Plan shows this area as being "Activity Corridor". The "Activity Corridor" category supports the development of higher intensity land uses including commercial, business offices, and open display retailing along freeways and highways. The requested zoning is in accordance with the City's adopted Land Use Plan.

As indicated on the attached zoning map, the surrounding area is zoned Open Space. Development surrounding the subject property is single-family residential to the south and east, however those areas are not in the City Limits (unincorporated Galveston County). To the north is an existing fuel station, convenience store.

Analysis/ Recommendation: If approved, the Outdoor Commercial zoning could be developed with a variety of commercial uses which are typically displayed for sale outdoors. Development of this tract would require adherence to city standards with appropriate buffering, and adherence to the Gateway Overlay provisions.

City water and sewer are not available to the site. This property is within the jurisdiction of Bacliff Municipal Utility District which has indicated the ability to serve this development. Drainage can be accommodated by construction of an on-site detention pond that will drain into the roadside ditch system. Access for this property will be from SH 146 and requires a TxDOT permit. All improvements and development of the property will require a Detailed Site Plan to be reviewed by city staff and approved by the Planning Board. The property is not in a Special Flood Hazard Area.

Based on the surrounding land uses, development and zoning, city staff has no objection to the rezoning request for E-3, Outdoor Commercial.

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 12/18/2019

Rezoning Request - TC Tractor Supply

Submitted For: Jean Vincent, Transportation and Planning

Submitted By: Jean Vincent, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Approve rezoning request for TC Tractor Supply to rezone from "O" (Open Space) to "E-3" (Outdoor Commercial). Being 4.51 acres out of the Anthony Hatch Survey. Located at 4819 Hwy. 146 N.

BACKGROUND

This rezoning request was unanimously granted approval by the Zoning Commission on November 19, 2019.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(9) (b)

Meeting Date: 12/18/2019

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-140, calling a General Election to be held in Texas City on May 2, 2020, and designating polling locations. (City Secretary)

BACKGROUND

Because we will not have a meeting on January 1st we are calling the election in December. We have until the last day to file to actually call the election, but it seems odd to publish you can apply to run for office if you have not called an election. Applications can be accepted as early as January 15 and the last day to file is February 14th. Applications are available with the Secretary of State on their website. We are in the process of putting together a packet that will have additional information such as a charter, application to run, information on finance laws, etc. That will be available early January.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 19-140

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 2, 2020, 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.

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 2020; 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 2, 2020, 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 2, 2020, 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 and 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 15, 2020, at 8:00 a.m., with the last day for filing to be February 14, 2020, 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 18th day of December 2020.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(9) (c)

Meeting Date: 12/18/2019

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-141, authorizing the Mayor to enter into an Election Service Contract between the County of Galveston and the City of Texas City. (City Secretary)

BACKGROUND

As noted in the previous item, it is time to prepare for the May 4th general election. We enter into an agreement with the County to run the elections so that the costs can be shared with other entities county-wide now that we have the ability to vote anywhere in the county. It is good for all of the entities having elections. If we should not have an election, then we can cancel the agreement.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 19-141

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 2, 2020; and

WHEREAS, the City has determined that it is in the best interest and benefit to the citizens of the City of Texas City to enter into Contract for Election Services with Galveston County Elections Division 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 2, 2020.

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 18th day of December 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(9) (d)

Meeting Date: 12/18/2019

Submitted By: Justin Herter, City Attorney Office

Department: City Attorney Office

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-142, approving the cancellation of the January 1, 2020 Commission meeting. (Management Services)

BACKGROUND

This is more of an informational agenda item. It is not required, but this helps the public and commissioners realize that our next City Commission meeting falls on a holiday, so there will be no first regular city commission meeting in January.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 19-142

A RESOLUTION AUTHORIZING THE MAYOR TO CANCEL THE JANUARY 1, 2020, CITY COMMISSION MEETING; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City Commission of the City of Texas City holds its Regular Meeting on the first (1st) and third (3rd) Wednesday of each month; and

WHEREAS, the first (1st) Wednesday of January, 2020, is January 1, 2020; and

WHEREAS, the January 1, 2020, meeting is cancelled for New Year's Day Holiday.

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

SECTION 1: That the City Commission of the City of Texas City, Texas hereby approves the cancelation of the January 1, 2020, Regular Meeting.

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

PASSED AND ADOPTED this 18th day of January 2020.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(9) (e)

Meeting Date: 12/18/2019

Engineering Services Agreement - ARKK Engineers - West Side Elevated Water Tank

Submitted For: Doug Kneupper, Transportation and Planning

Submitted By: Doug Kneupper, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Consider approval of an Engineering Services Agreement with ARKK Engineers for design and construction phase services for a one million gallon elevated water tank.

BACKGROUND

Water supply and distribution facilities for the west side of Texas City (Lago Mar area) have been a part of the City's master plan for several years. The current water supply and distribution facilities are adequate for Lago Mar and the west side of the City today and for the near future. However, elevated water storage is a key component to having reliability for everyday use as well as the high water volume fire flow situations.

With the recently approved Utility Service Agreement and Cost Sharing Agreement between the City, Land Tejas, and GCMUD 56, the City and Land Tejas are in a position to jointly fund the design and construction of this water storage tank. This engineering services agreement is for \$258,550 and the most recent estimate for construction cost is \$3,160,000. The City and Land Tejas will share these costs 50:50. Land Tejas will make their proportionate share of the payments directly to the engineer.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution
ARKK Agreement
Vicinity Map
Site Layout

RESOLUTION NO. 19-143

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC. TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN AND CONSTRUCTION PHASE SERVICES FOR A ONE-MILLION-GALLON ELEVATED WATER TANK; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Planning Department is requesting the approval of an Engineering Services Agreement with ARKK Engineers, LLC, to provide design and construction services for a one-million-gallon elevated water tank; and

WHEREAS, ARKK Engineers, LLC, has submitted an Agreement for Service for design and construction services for the one-million-gallon elevated water tank; and

WHEREAS, the current Utility Service Agreement and Cost Sharing Agreement between the City of Texas City, Texas, Land Tejas, and Galveston County MUD No. 56, the City and Land Tejas agreed to jointly fund the design and construction of the water storage tank; and

WHEREAS, the cost for the Engineering Service Agreement is approximately \$258,550.00 and the cost estimate for the construction cost is \$3,160,000.00. The City and Land Tejas will share the costs 50:50.

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

SECTION 1: That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, to design and construction services for a one-million-gallon elevated water tank.

SECTION 2: That the Mayor is hereby authorized to execute the Agreement for Service with ARKK Engineers, LLC, in the form attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 18th day of December 2019.

Matthew T. Doyle, Mayor

City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 20__, by and between ARKK Engineers, LLC ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City Proposal for Engineering Services for the City of Texas City's "**West Side Elevated Water Tank**" ("Project").

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

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

4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducibles of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: **\$258,550.00** for Engineering and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify,

save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

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

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

ARKK ENGINEERS, LLC
Consultant

BY: Madhu Kilambi

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

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____
City Secretary



ATTACHMENT "A"

November 22, 2019

Mr. Doug Kneupper, P.E.
City Engineer
City of Texas City
928 5th Avenue North
Texas City, Texas 77590

Re: Proposal for Engineering Design and Construction Phase Services for "**West Side 1,000,000 Gallon Elevated Water Tank Project**"
City of Texas City, Texas

Dear Mr. Kneupper,

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering services for the above project. The proposal is based on our understanding of the project as discussed in our previous meetings and conversations. For your convenience this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

The purpose of this project is to provide elevated water storage required to support new developments in the western side of the City of Texas City. The active developments in the service area include Lago Mar, Buc-ee's, Tanger Outlets, Adventure Pointe, Lago Trace, Marlow, Rainsong, Cobblestone, and various others in the surrounding area. This elevated water tank represents the first phase of a two-phase water supply improvements plan, and is the subject of this proposal. In the future, it is planned to follow this elevated water tank project with a new water plant facility in which ground storage tanks, pumping, and disinfection facilities would be constructed.

The proposed elevated water tank facility would draw water from the City's 16-inch diameter surface water transmission main. This water main is connected to the GCWA's North Line system, and operates at a near-constant pressure. Presently, this water transmission main is the main source of water to Buc-ee's, Tanger Outlet Mall, Catalon Apartments, and SpringHill Suites.

With this phase of the project, the City plans to make the following water system improvements:

- Secure a suitable elevated water tank site, and subdivide the proposed site out of a larger tract.
- Construct an elevated water storage tank having an approximate volume of up to 1,000,000 gallons.
- Provide a connection to the City's SCADA system to enable remote site monitoring of tank level, flow rate, and system pressure.
- Provide tank fill line valving and controls by means of a Programmable Logic Controller and motorized control valves.
- Construct a liquid bleach and liquid ammonium sulfate chemical feed station to boost disinfection by chloramination.
- Construct a driveway and small parking area for approximately 2-3 City vehicles.
- Install site lighting, to include tank lighting to illuminate the tank and logo (if desired by the City).
- No buildings are proposed in this phase.
- Extend overhead electrical service to the proposed elevated water tank site.
- Install water line piping on site required to connect the tank to the existing 16" transmission main and to connect the tank to the off-site water distribution lines
- Install site drainage improvements (inlets, swales, storm sewers).

The estimated construction cost of these improvements is \$3,160,000, which includes a 20% contingency.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as associated Surveying, Geotechnical, Electrical, and other services necessary to support the project. The proposal does not include performing any environmental studies. Should the need arise during the design phase to perform any environmental investigations, a separate proposal will be submitted to the City. The proposal is separated into Basic Services (expected normal engineering services) and Special Services.

The following section details the scope of engineering services proposed for this Project.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

Design to 30% Completion:

- Provide a summary of recommendations for the water tank storage volume, tank height, fill & drain operation, tank type, and available tank manufacturers.
- Provide cost estimates for the project. Contact tank manufacturers to obtain up-to-date pricing information.
- Prepare a summary of the required SCADA system components needed to communicate with the City's existing SCADA system.
- Provide schematic drawings of the water tank, site plan, and water line connection alignment.
- Coordinate with the City and assist with providing materials and analyses needed for final site selection.

Design to 100% Completion:

- Coordinate with the Geotechnical Engineering sub-consultant to obtain bore(s) and perform the analyses needed for the tank's structural design.
- Coordinate with the Surveying sub-consultant to obtain detailed surveying for the following:
 - Tank Site – Topography and site boundary
 - Obtain key elevations of the City's College of the Mainland Tank (COM), to include tank base, tank overflow weir, and tank bowl. This information is key to setting the new tank's dimensions and elevations.
- Prepare contract documents including plans, specifications, and bidding documents associated with the design of all aspects of the elevated water storage tank including: site drainage, plan sheets, site utilities, elevated water storage tank, electrical and controls, and mechanical components. Plans to include civil, electrical, and mechanical design components for the facilities. The structural design of the tank foundation and tank walls will be performed by the tank manufacturer, as is customary practice.

- The electrical design will consist of the following items:
 - Electrical service equipment.
 - Tank interior lighting.
 - FAA-compliant obstruction lighting design.
 - Interior and tank top receptacles.
 - SCADA system with communication equipment (radio or cellular at City's option), pressure (level) transmitters, power supplies, PLC, control valve operation.
- Prepare a site-specific Storm Water Pollution Prevention Plan (SWPPP) for the project.
- Prepare a final engineer's cost estimate for the construction prior to bidding.
- Coordinate agency reviews and assist the City in obtaining approvals from the Texas Commission of Environmental Quality.
- Prepare required notice to FAA for construction of objects that may affect the navigable airspace (FAA Form 7460-1). Include charts and drawings depicting the proposed construction as required.
- Submit three (3) sets of draft documents to the City for 60% and 90% reviews.

B. Special Services - Design Phase

1. Survey Services

- Utilize a survey sub-consultant mutually agreeable to the City and ARKK.
- Provide a topographic and boundary survey of the proposed project site, up to 2-acres of on the ground topo survey.
- Obtain elevations of the nearby COM elevated water tank, to include tank overflow weir, tank base, and tank bowl.
- Prepare a survey control map of project.
- Prepare a subdivision plat for the proposed water tank site. Prepare a subdivision plat for filing in the Galveston County Map Records of the proposed 2 acre City of Texas City Elevated Water Tank Site

2. Geotechnical Services

- Provide a geotechnical investigation of the water tank site. One 60-foot deep boring will be taken at the proposed tank location; and three 50-foot bores will be taken around the tank perimeter
- Utilize a sub-consultant mutually agreeable to the City and ARKK.

3. Reproduction

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports beyond the three (3) sets of construction documents provided (as listed in the design services) to the City.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

4. Permitting

- Coordinate the construction with the FAA as may be required as a condition of permission to build the structure.
- Submit plans to the TCEQ reflecting the proposed water tank improvements.

II. BID PHASE SERVICES

- Assist the City of Texas City (City) in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will coordinate with the City and will assist in developing the wording of the advertisement.
- Dispense construction documents from ARKK's office or via Civcast.com to potential bidders.
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary.
- Conduct a pre-bid conference for potential bidders.

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

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Phase

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

B. Special Services – Construction Phase

1. Construction Observation Services – Tank Erection:

During the construction of the tank portion of the project, ARKK will utilize the services of a specialized sub-consultant (STW & Inspections, LLC) to perform periodic inspection services at key points in the construction process. The following is a list of the inspections to be performed:

- **Concrete Foundation**
 - Pre-con meeting with foreman to check approved shop drawing on site.
 - Check form dimensions, check anchor bolts & steel placement.
 - Observe concrete placement & verify materials testing lab properly checking for slump, entrained air, properly prepared compression cylinders.

- **Concrete Walls**
 - Pre-con meeting with foreman to check approved shop drawing on site. Check steel reinforcement in wall section prior to each concrete placement.
 - Check steel reinforcement correct size and in correct location.
 - Check correct space between steel mats to allow proper concrete placement.
 - Observe concrete pours & verify lab checking for slump, air, cylinders pulled.
 - Observe removal of forms and check for voids, monitor repair of bug holes.

- **Steel Erection & Welding**
 - Pre-con meeting with foreman to check welder's certification papers.
 - Check approved shop drawing on site.
 - Check dimensions of steel plates for correct thickness.
 - Check edge preparation and bevels of plates.
 - Check surfaces for irregularities such as laminations and cracks.
 - Check joint geometry and fit-up during erection.
 - Observe proper welding procedures during erection.
 - Check to verify back gouging or back grinding is performed.
 - Check accessories for correct size and location.
 - Select X-ray locations and observe film placement.
 - Check film for discontinuities and incomplete joint penetration.
 - Check structure for removal of erection lugs and grinding of burs.

- Confirm steel surfaces properly prepared for protective coating application.
- Protective Coating Application
 - Pre-con meeting with foreman to verify approved shop drawing on site.
 - Check shop blasting for profile and prime coat for correct thickness.
 - Check coating products to verify they meet specifications.
 - Determine coating thickness and condition of shop-applied prime coats.
 - Check blast material and anchor profiles of steel.
 - Check mixing and application of each of the coating products.
 - Check dry film thickness after each coat is cured and before next coat is applied.
 - Monitor testing of immersed areas for pin-holes or holidays.

3. Construction Materials Testing:

- Construction materials testing is included in this proposal as a budgetary item. It is anticipated that a separate construction testing firm mutually agreeable to the City of Texas City (City) and ARKK will be utilized as a subcontractor to ARKK to perform the testing services.

FEE

1. DESIGN PHASE

Civil & Mechanical Design Services: Lump Sum	\$92,250.00
Electrical and SCADA System Design: Cost plus 10%	\$8,250.00
SWPPP Plan: Lump Sum	\$1,000.00
Topographic Surveying: Cost plus 10%	\$ 3,960.00
Boundary Survey, Control, and Platting: Cost plus 10%	\$ 5,140.00
*Geotechnical Engineering: Cost plus 10%	\$ 26,250.00
Permitting (Federal Aviation Administration): Lump Sum	\$2,200.00
Reproduction Budget: Cost plus 10%	\$ 500.00
Bid Phase Services: Lump Sum	\$2,250.00
Miscellaneous Services: (Hourly and cost plus 10%)	<u>\$5,000.00</u>
Total Design Phase Amount	\$146,550.00

2. CONSTRUCTION PHASE SERVICES

Construction Administration Services, Civil & Mechanical: Lump Sum	\$ 35,600.00
Construction Administration Services, Electrical: Cost plus 10%	\$ 2,750.00
Construction Observation – Elevated Tank: (Hourly and cost plus 10%)	\$48,400.00
*Construction Materials Testing Budget: (Cost plus 10%)	<u>\$25,000.00</u>
Total Construction Phase Amount	\$111,750.00

Total All Services **\$258,550.00**

*At this time the magnitude of these tasks are not known. Therefore budgetary amounts are provided. These figures may change depending upon the actual work required. If an increase becomes necessary it can be accomplished by utilizing the available funds from other line items that have under run, funds from the miscellaneous special services line item or by contract amendment.

The construction observation budgetary fees are based on providing a contracted periodic project site representative an estimated 100 inspections during the tank construction period.

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

Sincerely,

ARKK ENGINEERS, LLC



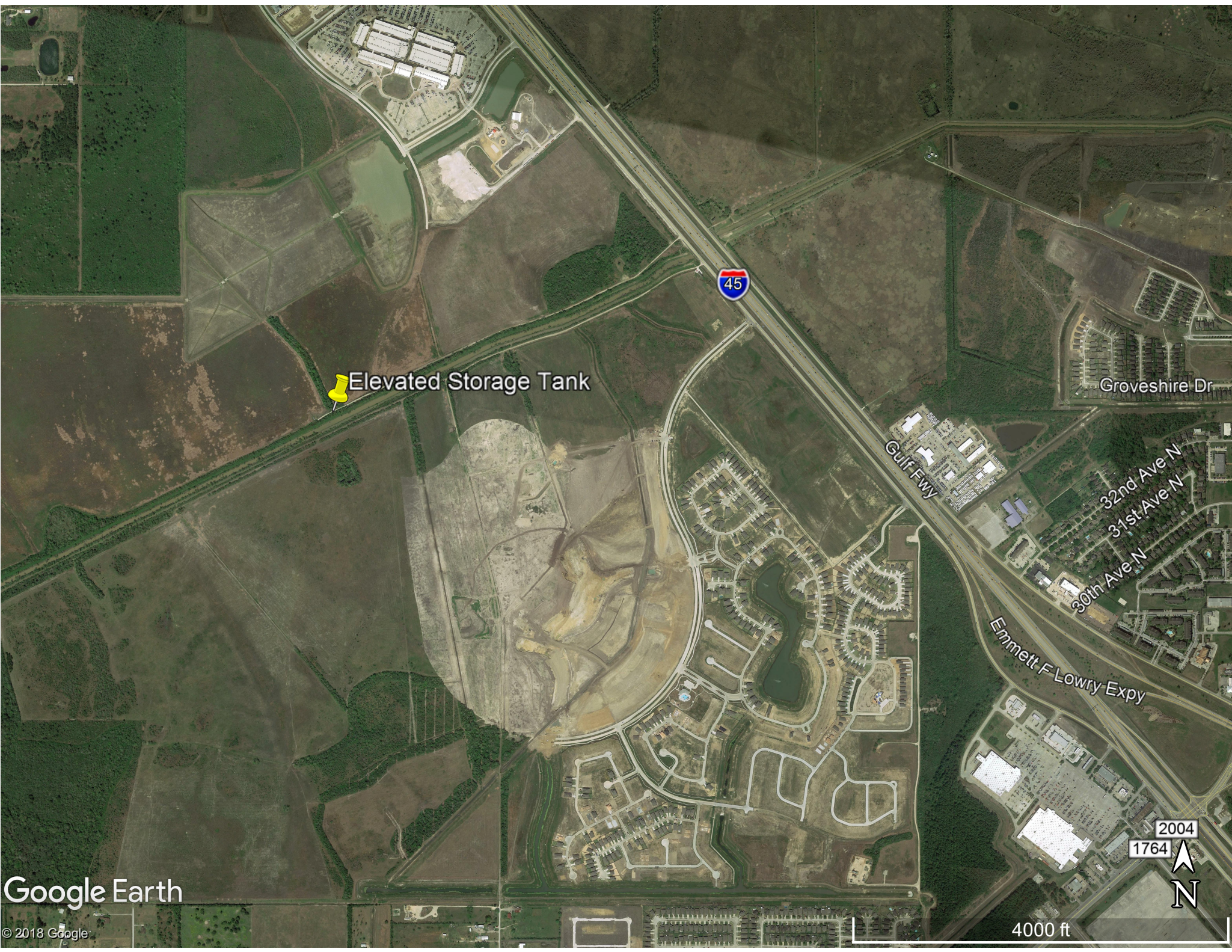
Madhu Kilambi, P.E.

Senior Project Manager / Principal

ATTACHMENT "B"

INSURANCE LIMITS

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



 Elevated Storage Tank



Groveshire Dr

Gulf FWY

32nd Ave N
31st Ave N
30th Ave N

Emmett F. Lowry Expy

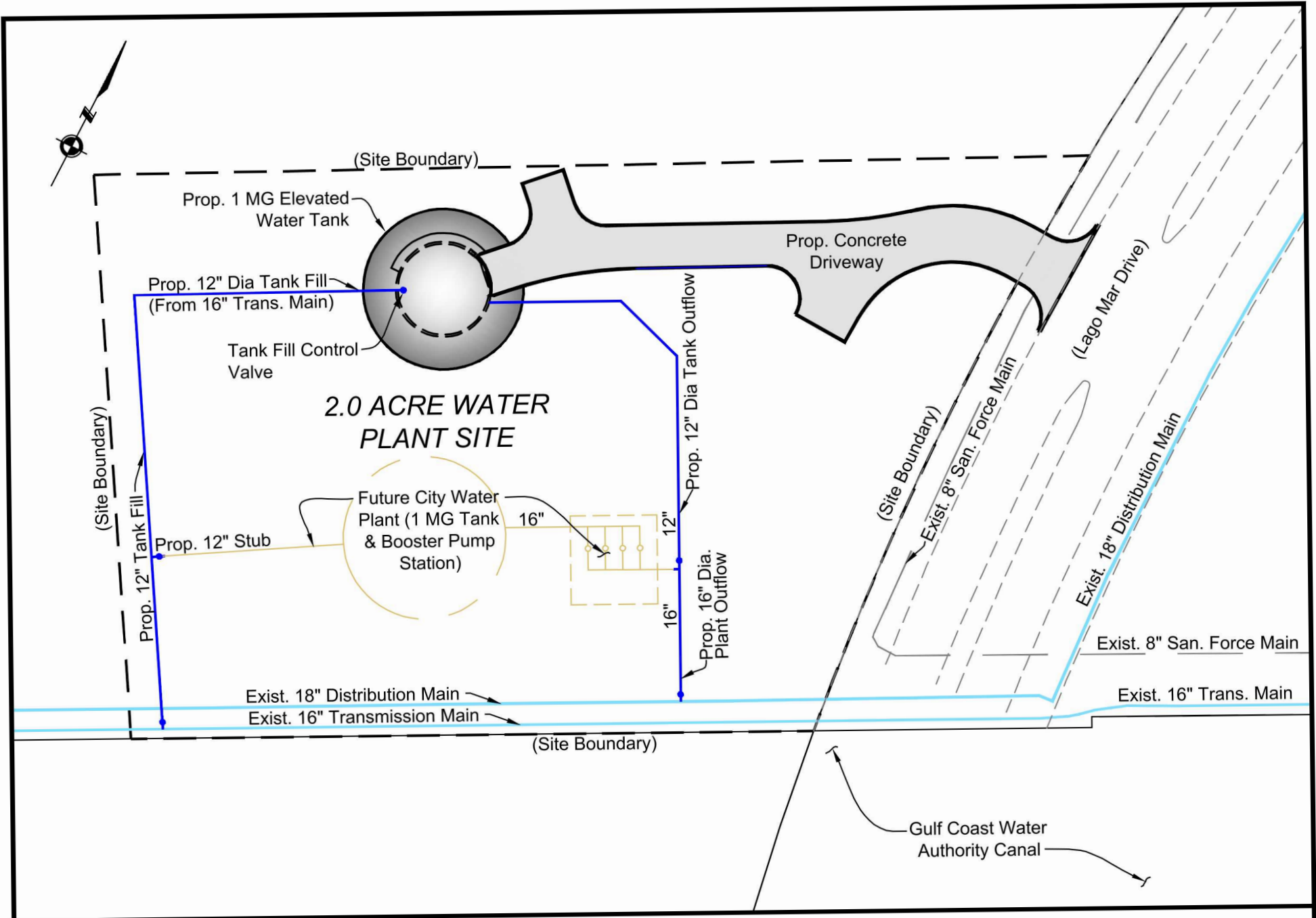
2004
1764



Google Earth

© 2018 Google

4000 ft



ARKK Engineers, LLC
TX PE Firm #13872
David W. Kasper, P.E. 9/3/2019

LAGO MAR ELEVATED WATER TANK SITE - PHASE 1
Scale: 1" = 60' @ 8.5x11
CITY OF TEXAS CITY, TX

CITY COMMISSION REGULAR MTG

(9) (f)

Meeting Date: 12/18/2019

Submitted By: Justin Herter, City Attorney Office

Department: City Attorney Office

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-144, approving and awarding the purchase of 3 Capital Equipment for the Bayou Golf Course from Professional Turf Products, L.P. through Buyboard, a Local Government Purchasing Cooperative (Contract No. 529-17). (Recreation & Tourism)

BACKGROUND

Bayou Golf Course is requesting the purchase of a Greens Sprayer (\$40,452.60), Maintenance Pro Force Blower (\$7,883.95) and a Groundsmaster 360 4WD (37,195.99). This equipment will be replacing existing equipment that is currently in the inventory. A copy of the proposals for the purchase is attached for your review.

ANALYSIS

It is recommended to accept Professional Turf Products, L.P. proposal Buyboard (contract #529-17) in the amount of \$85,532.54. Funds are available in the FY- 2019-2020 Capital Equipment Replacement Budget.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution
Attachment
Attachment
Attachment

RESOLUTION NO. 19-144

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY THREE (3) CAPITAL EQUIPMENT ITEMS FOR THE BAYOU GOLF COURSE FROM PROFESSIONAL TURF PRODUCTS, L.P. THROUGH BUYBOARD, A LOCAL GOVERNMENT PURCHASING COOPERATIVE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Recreation and Tourism Department requests approval for the purchase of a Green Sprayer (\$40,452.60), Maintenance Pro Force Blower (\$7,883.95), and Groundmaster 360 4wd (\$37,195.99), altogether three (3) Capital Equipment items; and

WHEREAS, this equipment is being purchased for the Bayou Golf Course. Funds for this purchase are available through the 2019/2020 Capital Equipment Replacement Budget; and

WHEREAS, it is the recommendation of the Recreation and Tourism Department to award the above-mentioned items to Professional Turf Products, L.P. through BuyBoard (Contract No. 529-17) for the approximate purchase price of \$85,532.54.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of a Green Sprayer (\$40,452.60), Maintenance Pro Force Blower (\$7,883.95), and Groundmaster 360 4wd (\$37,195.99), three (3) Capital Equipment items, through Professional Turf Products, L.P. through BuyBoard (Contract No. 529-17), for a total price of \$85,532.54 as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 18th day of December 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney



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



Ship To	Bayou Golf Club	Date:	12/4/2019
Bill To		Tax Rate	
Contact	Ben Huerta	Destination	
Address	2800 Ted Dudley Dr., Texas City, TX 77590	Trade-In	
		Finance	
Phone	(409) 643 5850	Account Type	STD
Email		QMS: ID	Standard
Comments:	Buy Board 529-17. Credit card payment not accepted		

Proposal

Qty	Model #	Description	Unit	Extended
1	41188	Multi Pro 1750		
11	120-0708	Red 0.40 gpm nozzle @ 40 PSI		
11	120-0710	Gray 0.60 gpm nozzle @ 40 PSI		
11	120-0712	Light Blue 1.00 gpm nozzle @ 40 PSI		
22	120-8570	Cap and Gasket for AI Turbo TwinJet		
11	121-5062	Cap and Gasket for AI Turbo TwinJet		
33	120-0699	Strainer-Tip, 50 MESH (use with nozzles 0.4 gpm to 1.5 gpm)		
1	131-6690	Seat Cover Small Grey		
1	41159	Electric Hose Reel Kit (KZ Valve)		
1	41249	Foam Marker Kit		
1	41602	Drift Reduction Boom Shroud Kit		
1	120-8508	Heavy Duty Spring Kit		
1	136-0457	Finish Kit, Foam Marker		
1	131-3751	Multi Pro MVP Kit		
		Multi Pro 1750	\$	40,452.60

SubTotal	\$	40,452.60
Destination Tax (Estimated)	\$	Included -
TOTAL	\$	40,452.60

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

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 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____



The Toro Warranty

A Two-Year Limited Warranty

Conditions and Products Covered

The Toro Company and its affiliate, Toro Warranty Company, pursuant to an agreement between them, jointly warrant your Toro Commercial product ("Product") to be free from defects in materials or workmanship for two years or 1500 operational hours*, whichever occurs first. This warranty is applicable to all products with the exception of Aerators (refer to separate warranty statements for these products). Where a warrantable condition exists, we will repair the Product at no cost to you including diagnostics, labor, parts, and transportation. This warranty begins on the date the Product is delivered to the original retail purchaser. * Product equipped with an hour meter.

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952-888-8801 or 800-952-2740
E-mail: commercial.warranty@toro.com

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- Failures caused by outside influence. Conditions considered to be outside influence include, but are not limited to, weather, storage practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc.
- Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards.

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Engine tune-up, lubrication, cleaning and polishing, replacement of filters, coolant, and completing recommended maintenance are some of the normal services Toro products require that are at the owner's expense.

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Some states do not allow exclusions of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Note regarding engine warranty:

The Emissions Control System on your Product may be covered by a separate warranty meeting requirements established by the U.S. Environmental Protection Agency (EPA) and/or the California Air Resources Board (CARB). The hour limitations set forth above do not apply to the Emissions Control System Warranty. Refer to the Engine Emission Control Warranty Statement supplied with your product or contained in the engine manufacturer's documentation for details.



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



Ship To	Bayou Golf Club	Date:	12/4/2019
Bill To		Tax Rate	
Contact	Ben Huerta	Destination	
Address	2800 Ted Dudley Dr., Texas City, TX 77590	Trade-In	
Phone	(409) 643 5850	Finance	
Email		Account Type	STD
Comments:	Buy Board 529-17. Credit card payment not accepted		
		QMS: ID	Standard

Proposal

Qty	Model #	Description	Unit	Extended
1	31200	Groundsmaster 360 4WD With No Deck (T4)		
1	30481	72 Inch Side Discharge Deck		
1	30671	Universal Sunshade, Red		
1	138-2700	Sunshade Work Lights (Led)		
1	03247	Operator Cooling Fan		
1	03248	Universal Sunshade Switch Panel		
1	138-2997	Power Harness Kit		
1	131-6691	Seat Cover Large Grey		
1	30261	400 Hour MVP Filter Kit		
		Groundsmaster 360 4WD With No Deck (T4)	\$	37,195.99

SubTotal	\$	37,195.99
Destination Tax (Estimated)	\$	Included -
TOTAL	\$	37,195.99

Comments:

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 Jim Norris
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Ship To	Bayou Golf Club	Date:	12/4/2019
Bill To		Tax Rate	
Contact	Ben Huerta	Destination	
Address	2800 Ted Dudley Dr., Texas City, TX 77590	Trade-In	
		Finance	
Phone	(409) 643 5850	Account Type	STD
Email		QMS: ID	Standard
Comments:	Buy Board 529-17. Credit card payment not accepted		

Proposal

Qty	Model #	Description	Unit	Extended
1	44552	Pro Force Debris Blower Pro Force Debris Blower	\$	7,883.95

SubTotal	\$	7,883.95
Destination Tax (Estimated)	\$	-
TOTAL	\$	7,883.95

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CITY COMMISSION REGULAR MTG

(9) (g)

Meeting Date: 12/18/2019

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-145, approving the purchase, delivery and installation of treadmills and weight equipment for the Lowry Fitness Center from Comm FIT through Buyboard- a Local Government Purchasing Cooperative (Contract No. 502-16). (Recreation & Tourism)

BACKGROUND

The current treadmills are over 5 years old and weight machines are over 10 years old and are in need of replacement. This replacement would accommodate replacement of half or more of existing inventory. The treadmills will come with 3 years parts and labor warranty and the weight equipment with a 2 year warranty. Funds are available in the FY 2019-2020 Capital Equipment Replacement budget.

ANALYSIS

It is the recommendation of the Parks, Recreation & Tourism Department to award the purchase, delivery and installation treadmills and weight equipment for the Lowry Fitness Center from Comm FIT through Buyboard (contract #502-16) in the amount of \$68,981.52

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 19-144

A RESOLUTION APPROVING THE PURCHASE, DELIVERY, AND INSTALLATION OF TREADMILLS AND WEIGHT EQUIPMENT FOR THE LOWRY FITNESS CENTER FROM COMM FIT THROUGH BUYBOARD, A LOCAL GOVERNMENT PURCHASING COOPERATIVE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Recreation and Tourism Department requests approval for the purchase of treadmills and weight equipment for the Lowry Fitness Center; and

WHEREAS, funds for this purchase are available through the 2019/2020 Capital Equipment Replacement Budget; and

WHEREAS, it is the recommendation of the Recreation and Tourism Department to award the above mentioned items to Comm FIT through BuyBoard (Contract No. 502-16) for the approximate purchase price of \$68,981.52.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of a treadmills and weight equipment for the Lowry Fitness Center from Comm FIT through BuyBoard (Contract No. 502-16), for an approximate price of \$68,981.52, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 18th day of December 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan

Russell F. Plackemeier

City Secretary

City Attorney

CITY COMMISSION REGULAR MTG

(9) (h)

Meeting Date: 12/18/2019

Peterbilt 337 Grapple Trucks Purchase

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approval of the purchase of 2 grapple trucks for brush.

BACKGROUND

On December 9, 2019 a BuyBoard quote was received from Rush Truck Center in Houston TX. These trucks will be a total cost \$367,722.22 and funds are made available in the 2019/2020 Budget's Capital Replacement Fund for the Sanitation Department.

Specifications and BuyBoard quote are attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department that the purchase of these trucks from Rush Truck Center via BuyBoard Contract 601-19 be approved by the Commission.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Exhibit B
Exhibit C
Resolution

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	12/9/2019
Contact for Vendor:	COLTON KRUSE	Phone	(830) 302-5219
End User:	City of Texas City		
End User Contact:	Mike Stump	Phone/Fax	(832) 942-1648
Product Description: Peterbilt 337--Grapple			

A: Base Price in Bid/Proposal Number: 601-19		Series: 337 \$ 63,075.00	
B: Published Options(<i>Itemize Below</i>)			
	DESCRIPTION	AMOUNT	
Peterbilt	Frame & Equipment	\$ 2,155.00	OPT # DESCRIPTION AMOUNT
Peterbilt	Front Axle/Rear Axle & Equipment	\$ 2,294.00	RTC-0040 OEM+ Safety Analysis \$ 1,275.00
Peterbilt	Engine/Transmission & Equipment	\$ 17,003.00	RTC-0125 Refuse Body Prep Pkg \$ 3,421.00
Peterbilt	Air & Trailer Equipment/Tires & Wheels	\$ 2,322.00	RTC0115 Articulated Loader \$ 59,645.00
Peterbilt	Fuel Tanks/Battery Box & Bumper	\$ 287.00	RTC0118 Trash Body \$ 25,260.00
Peterbilt	Cab & Equipment	\$ 4,301.00	
Subtotal Column 1: \$ 28,362.00		Subtotal Column 2: \$ 89,601.00	
Published Options added to Base Price(<i>Subtotal of "Col 1" & "Col 2"</i>)			\$ 117,963.00

C: Subtotal of A + B		\$181,038.00	
D: Non Published Options			
Petersen TL3 with 2030 Garbage body with Options	\$ 2,623.16		
Subtotal Column 1: \$ 2,623.16		Subtotal Column 2: \$ -	

Unpublished Options added to Base price (<i>Subtotal "Col 1 + Col 2"</i>)	\$ 2,623.16
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E: Contract Price Adjustment (<i>If any, explain here</i>)		

F: Total of C + D +/- E	\$ 183,661.16
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G: Quantity ordered Units: 2.00 x F	\$ 367,322.32
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H: BUYBOARD Administrative Fee	\$ 400.00
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I: Non-Equipment Charges & Credits (<i>I.e.: Ext. Warranty, Trade-In, Delivery, etc.</i>)		

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$ 367,722.32
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UNIT TYPE 2

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098010 CALIFORNIA REGISTRY

ENGINEERING ASSIGNED RATINGS
GAWR FRONT: 12,000.00 LBS
GAWR FIRST INTER 0.00 LBS SECOND INTER 0.00 LBS
GAWR REAR: 21,000.00 LBS
GVWR: 33,000.00 LBS

DESCRIPTION	PUB CD	WEIGHT
-----	----	-----
BASE MODEL		
MODEL 337 MEDIUM DUTY	P	10,071
NOT APPLICABLE	P	0
SECONDARY MANUFACTURER		
IDENTICAL PREV FRAME LAYOUT CONFIRMED	U	0
FRAME AND EQUIPMENT		
10-3/4" STEEL RAILS 403-444"	P	697
3/8" RAIL THICKNESS		
ZINC COATED ANTI CORROSION TREATED FRME	P	4
RAILS - REQUIRES FRAME RAIL CODE		
256" WHEELBASE	P	0
THREE-PIECE CROSSMEMBERS	P	2
EOF SQUARE WITHOUT XMBR	P	0
USE WITH BODY BUILDER INSTALLED XMBR		
PB REAR MUDFLAPS,PB HANGER STRAIGHT	P	24
FRONT AXLE AND EQUIPMENT		
DANA SPICER E1202IL 12,000 LB	P	0
TAPER LEAF SPRINGS, SHOCKS 12,000 LB	P	0
POWER STEERING SHEPPARD HD94	P	0
POWER STEERING RESERVOIR, FRAME MOUNTED	P	0
PHP10 IRON PRESET HUBS	P	0
DANA SPICER WIDE TRACK IPO STD	P	15
FRONT AXLE(S)		
BENDIX AIR CAM FRONT DRUM BRAKES 16.5X5	P	0
10,000-14,600 LB STEER AXLES		
GUSSETED CAM BRACKETS, STEER AXLE	P	0
HEAVY DUTY CAM BUSHINGS, STEER AXLE	P	0
REAR AXLE AND EQUIPMENT		
DANA SPICER S21-172 SINGLE AXLE, 21,000	P	249
PHP10 IRON PRESET HUBS	P	0
LONG STROKE PARKING BRAKES	P	20
DRIVE AXLE(S)		
BENDIX SMART ATC TRACTION CONTROL	P	2
GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P	2
SBM VALVE	P	0
DIFF LOCK, SINGLE DRIVE AXLE	P	31
WITH SPEED INTERLOCK		
SINGLE DRIVE AXLE (MODEL 337)	P	0

UNIT TYPE 2

DESCRIPTION	PUB CD	WEIGHT
-----	----	-----
ANTI-LOCK BRAKING SYSTEM (ABS) 4S4M	P	0
BENDIX AIR CAM REAR DRUM BRKS 16.5X8.6	P	0
RATIO 5.38 REAR AXLE	P	0
REYCO 79KB TAPER LEAF 21,000 LBS	P	0
ENGINE AND ENGINE EQUIPMENT		
PACCAR PX-9 350@2000 GOV@2200 1000@1400	P	0
PRODUCTIVITY (2017 EMISSIONS)		
ENGINE IDLE SHUTDOWN TIMER DISABLED	P	0
EFF EIST NA EXPIRATION MILES	P	0
EFFECTIVE VSL SETTING NA	P	0
REMOTE PTO & THROTTLE PROVISION	P	0
12-PIN CONNECTOR ON ENGINE HARNESS		
CARB ENGINE IDLING COMPLIANCE	P	0
N205 65...STANDARD MAXIMUM SPEED LIMIT		
N207 0...EXPIRATION DISTANCE (N207)		
P005 120...HARD MAXIMUM SPEED LIMIT (P1		
P001 65...MAXIMUM ACCELERATOR PEDAL VE		
P110 0...ACCELERATOR LOWER DROOP (P11		
P059 65...MAXIMUM CRUISE SPEED (P059)		
P111 0...CRUISE CONTROL LOWER DROOP (
N203 252...RESERVE SPEED FUNCTION RESET		
N202 0...MAXIMUM CYCLE DISTANCE (N202		
N206 10...MAXIMUM ACTIVE DISTANCE (N20		
N201 0...RESERVE SPEED LIMIT OFFSET (
P015 YES...ENGINE PROTECTION SHUTDOWN (
P026 NO...GEAR DOWN PROTECTION (P026)		
P046 1400..MAX PTO SPEED (P046)		
P062 YES...CRUISE CONTROL AUTO RESUME (
P068 NO...AUTO ENGINE BRAKE IN CRUISE		
N209 0...EXPIRATION DISTANCE (N209)		
P520 YES...ENABLE IDLE SHUTDOWN PARK BR		
P030 5...TIMER SETTING (P030)		
P233 YES...ENABLE IMPENDING SHUTDOWN WA		
P234 60...TIMER FOR IMPENDING SHUTDOWN		
P516 35...ENGINE LOAD THRESHOLD (P516)		
P031 NO...IDLE SHUTDOWN MANUAL OVERRUL		
P230 YES...ENABLE HOT AMBIENT AUTOMATIC		
P172 40...LOW AMBIENT TEMPERATURE THRE		
P173 60...INTERMEDIATE AMBIENT TEMPERA		
P171 80...HIGH AMBIENT TEMPERATURE THR		
160 AMP ALTERNATOR, 36 SI BRUSHLESS	P	11
REMOTE VOLTAGE SENSE WIRING	P	0
IMMERSION TYPE BLOCK HEATER 110-120V	P	2
SEE SALES TOOL DESC FOR PLUG LOCATION		
DELCO 39MT STARTER	U	0
3 PACCAR PREMIUM 12V DUAL PURPOSE	P	62
BATTERIES, 2190 CCA		
KISSLING BATTERY DISCONNECT SWITCH	P	2
300 AMP; MOUNTED ON BATTERY BOX		
2/21/13: R-220 PER ASAP OMD (FJJ)		

UNIT TYPE 2

DESCRIPTION	PUB CD	WEIGHT
-----	----	-----
2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS	P	0
18.7 CFM AIR COMPRESSOR N/A X15	P	0
DAVCO 245 FUEL/WATER SEPARATOR	P	0
NO FLUID HEAT OPTION FOR FUEL FILTER	P	0
12V HEAT FOR FUEL FILTER	P	0
ENGINE PROTECTION SHUTDOWN W/DASH LABEL	P	0
HIGH EFFICIENCY COOLING SYSTEM	P	0
RADIAL SEAL, DRY TYPE AIR CLEANER	P	0
FRONTAL AIR INTAKE		
EXHAUST SINGLE RH HORIZONTAL DPF/SCR RH UNDER FRAME (2017)	P	159-
TRANSMISSION AND CLUTCH		
ALLISON 3000 RDS-P TRANSMISSION, GEN 5 RUGGED DUTY SERIES	P	194
TRANSMISSION APPROVED * ALLISON SCAAN # 395583	U	0
1710 HD DRIVELINE, 2 MIDSHIP BEARINGS	P	99
(1) DASH MTD SINGLE ACTING AIR PTO CTRL	P	0
ALLISON WORLD TRANS PRIMARY SHIFT SCHEDULE 2	U	0
ALLISON 5TH GEN RDS, PKG 223 3000, 3500, 4000, 4500, 4700 TRANS	U	0
AUTO NEUTRAL ACTIVATES W/ PARKING BRAKE	P	0
ALLISON FUELSENSE 2.0 NOT DESIRED	P	0
OMIT ALLISON NEUTRAL AT STOP	P	0
TC-419 TORQUE CONVERTER	U	0
ALLISON TRANSMISSION ALLISON 6-SPEED CONFIGURATION	P	0
3000 SERIES TRANS, CLOSE RATIO GEARS		
DASH MOUNTED PUSH BUTTON SHIFTER	P	0
ROLLING DIRECTION CHANGE SHIFT INHIBIT FEATURE, ALLISON TRANSMISSIONS	P	0
AIR AND TRAILER EQUIPMENT		
BENDIX AD-IS EP AIR DRYER, HEATER	P	7
COALESCING FILTER, EXTENDED PURGE		
PULL CORDS ALL AIR TANKS	P	0
NYLON CHASSIS HOSE	P	0
STEEL PAINTED AIR TANKS	P	0
BODY CONNECTIONS 5' BOC	P	4
TIRES AND WHEELS		
FF: BR 16PLY 11R22.5 M853	P	46
PART: BR225000 FET: 58		
RR: BR 16PLY 11R22.5 M853	P	92
PART: BR225000 FET: 116		
CODE-REAR TIRE QTY 04.		

UNIT TYPE 2

DESCRIPTION	PUB CD	WEIGHT
-----	----	-----
FF: ALCOA 883677 22.5X8.25 CLEAN BUFF ALM	P	44-
RR: ALCOA 883677 22.5X8.25 CLEAN BUFF ALM	P	88-
CODE-REAR RIM QTY 04.		
FUEL TANKS		
26" ALUM 60 GAL FUEL TANK RH U/C	P	117-
NON-SLIP FUEL TANK STEP RH U/C		
LOCATION RH UNDER CAB 060 GAL.		
DEF TANK MOUNTED LH BOC	P	0
STD DEF TO FUEL RATIO 2:1 OR GREATER	P	0
POLISHED SS COVER FOR DEF TANK	P	0
DEF TANK SMALL	P	0
BATTERY BOX AND BUMPER		
ALUMINUM BATTERY BOX LH U/C	P	55-
NON-SLIP STEP		
RUBBER BATTERY PAD IN BOTTOM	P	2
(1) BATTERY BOX		
STEEL STYLED AERO BUMPER PTD BLACK	P	0
2 TOW PINS		
CAB AND EQUIPMENT		
ALUM CAB 108" BBC METTON HOOD	P	0
W/BRIGHT FINISH CROWN		
KEY ALL UNITS ALIKE	P	0
SEVERE SERVICE CAB PACKAGE #1	P	40
INCLUDES ALUM SIDE SKINS, ALUM REAR		
THERMAL INSULATION PACKAGE IN CAB	P	2
KEY G479	P	0
FENDER LIPS 2" WIDE	P	9
PETERBILT ULTRARIDE DRIVER SEAT	P	0
(2) PERSON PASSENGER SEAT	P	0
DRIVERS ARMREST - RH ONLY	P	2
BLACK SEAT COLOR IPO STD COLOR	P	0
AIR RIDE DRIVER	P	0
HIGH BACK DRIVER	P	0
MORDURA DRIVER	P	0
NON-AIR RIDE PASSENGER	P	0
LOW BACK PASSENGER	P	0
MORDURA PASSENGER	P	0
ADJUSTABLE STEERING COLUMN	P	11
TILT/TELESCOPE		
STEERING WHEEL WITH PETERBILT LOGO	P	0
INTERIOR GREY / BLACK	P	0
CAB REAR CORNER WINDOWS - STD TINT	P	4
EXTENDED REAR WINDOW IPO STD - DAY CAB	P	18
DAY CAB REAR WINDOW	P	0
ONE-PIECE CURVED WINDSHIELD	P	0
COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0

UNIT TYPE 2

DESCRIPTION	PUB CD	WEIGHT
-----	----	-----
OUTSIDE SUNVISOR - STAINLESS STEEL N/A W/ 2.1M HR SLEEPER	P	4
MIRRORS SSTL EACH SIDE HTD & MTRZD (N/A W/6501100)	P	2
(2) CONVEX 8" SS MIRROR, CNTR MTD UNDER	P	4
MIRROR BRKT; INCLUDES DUAL DOOR STOPS		
POWER PACKAGE	P	0
INCLUDES PWR DOOR LOCKS & WINDOWS		
(2) AIR HORNS 24.5" CHROME - ROUND	P	15
INCLUDES POLISHED HORN SHIELDS		
STANDARD SPEAKER PACKAGE FOR CAB	P	4
(2) SPEAKERS		
CONCERTCLASS W/O CD, INCLUDES BT PHONE	P	11
& AUDIO, AM/FM, WB, USB AND MP3		
PLUG-IN AUTO RESET CIRCUIT BRKR	P	0
IPO FUSES IN JUNCTION BOX		
PB ELEC WINDSHIELD WIPERS	P	0
W/INTERMITTENT FEATURE		
ECCO DS-1500 REVERSE MOTION SENSOR	P	0
USE W/ BACKUP ALARM		
BACKUP ALARM (107 DB)	P	2
MAIN TRANSMISSION OIL TEMPERATURE GAUGE	P	0
LOCATED IN DRIVER INFORMATION DISPLAY		
AIR RESTRICTION INDICATOR MTD ON AIR	P	0
CLEANER, INTAKE PIPING, OR FIREWALL		
MAIN INSTRUMENTATION PANEL	P	0
GRAPHICS DISPLAY		
HEADLIGHTS COMPOSITE FENDER MOUNTED	P	0
INTEGRAL PARK, TURN, & SIDE MARKER		
(5) MARKER LIGHTS, AERO LED	P	0
DAYTIME RUNNING LIGHTS	P	0
REQUIRED ON ALL CANADIAN VEHICLES		
INCANDESCENT SQR STOP/TURN/TAIL/BACKUP	P	0
LH/RH SQUARE EOF OR DROPPED A-BRACE		
(2) LOAD LIGHTS, FLUSH MTD LOW OUTBOARD	P	4
LOCATION B		
PAINT		
STANDARD PAINT COLOR SELECTION	P	0
(1) COLOR AXALTA TWO STAGE PAINT	P	0
CAB/HOOD		
A - L0006EY WHITE		
FRAME L0001EA BLACK		
FENDER L0006EY WHITE		
HOOD TOP L0006EY WHITE		
CAB ROOF L0006EY WHITE		
BUMPER L0001EA BLACK		
SHIPPING DESTINATION OTHER THAN DEALER	P	0
(SPECIFY BY NARRATIVE)		
8999990 PETERSEN INDUSTRIES		
8999990 4000 SR 60 W		
8999990 LAKE WALES, FL 33859		

UNIT TYPE 2

DESCRIPTION	PUB CD	WEIGHT
-----	----	-----
MISCELLANEOUS		
2017 EPA EMISSIONS ENGINE WARRANTY ONLY	P	0
APPLICATIONS CONTACT: TODD HAYMAKER (940) 591-4106 9408936 FRAME LAYOUT IDENTICAL 9408936 TO VIN 611609.	U	0

** TOTAL ESTIMATED WEIGHT 11,307

PROMOTION PROGRAM CODE 0001252 @ 0.00 %
MP18-15

SURCHARGE/OPTIONS NO DISC
9408931 - PDI AT EXCELLENCE PETERBILT LOCATION
9408936 - FRAME LAYOUT IDENTICAL TO PREVIOUS CHAS
TOTAL SURCHARGE/OPTIONS NOT SUBJECT TO DISC

OPTIONAL EXT WTY & PRV MNT
9400091 - PETERBILT CLASS 7 STANDARD COVERAGE
1 YEAR/UNLIMITED MILES/KM
9400094 - PACCAR PX-9 STANDARD COVERAGE
2 YRS/250,000 MI (402,336 KM)/6,250 HRS
9402053 - CHASSIS TO RECEIVE EXTENDED WARRANTY
1 YR BASE VEHICLE TOWING - U.S.
TOTAL OPTIONAL EXT WTY & PRV MNT

TOTAL TIRE FET INCLUDED -- AS PRODUCED

MARKETING PROGRAMS AND PROMOTIONS

** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE
UNPUBLISHED OPTIONS. ACTUAL "SHIPPING" WEIGHT MAY VARY.

PETERBILT
VMXXR036-1
UNIT TYPE 2

CHASSIS FINAL BILL
FOR VIN 2NP2HJ7X7LM672194

PAGE 001
AS OF 05/18/19

DEALER CODE - S047
NAME AND ADDRESS
RUSH PBLT CTRS OF TX LP

P. O. BOX 200105

SAN ANTONIO TX 78220

CUSTOMER NO - CGZ9
RRS 337 PETERSEN GRAPPLE

DATES
REQ DELV 04/22/19

DELIVERY 05/18/19
PRIC EFF 05/18/19

PREVIOUS CHASSIS NO.

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS
DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION

COMMODITY HAULED 0091180 REFUSE, SCRAP, RECYCLING
INTENDED SERVICE 0093035 REFUSE/ON-HWY

BODY

BODY TYPE 0095200 OTHER BODY TYPE
BODY LENGTH 360.00 IN BODY HEIGHT 144.00 IN
MAX LADEN WEIGHT 23000.00 LBS

TRAILER

TRAILER TYPE
TRAILER LENGTH .00 FT TRAILER HEIGHT .00 FT
KINGPIN .00 IN CTR LINE AXLE GRP .00 IN
CORNER RADIUS .00 IN NO TRAILER AXLES 00

OPERATING AREA RESTRICTIONS

LENGTH 40.00 FT WIDTH 102.00 IN HEIGHT 13.50 FT
**** DEALER ASSIGNED:

CHASSIS

FRONT AXLE LOAD 12000.00 LBS REAR AXLE LOAD 21000.00 LBS GCW 33000.00 LBS
WHEELBASE 256.00 IN FAX/BOC 69.80 IN CAB/AXLE 186.20 IN
CAB/EOF 311.00 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 095 % CLASS B 005
% CLASS C 000
% CLASS D 000

UNIT TYPE 2

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098010 CALIFORNIA REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT: 12,000.00 LBS
GAWR FIRST INTER 0.00 LBS SECOND INTER 0.00 LBS
GAWR REAR: 21,000.00 LBS
GVWR: 33,000.00 LBS

DESCRIPTION	PUB CD	WEIGHT
-----	----	-----
BASE MODEL		
MODEL 337 MEDIUM DUTY	P	10,071
NOT APPLICABLE	P	0
SECONDARY MANUFACTURER		
IDENTICAL PREV FRAME LAYOUT CONFIRMED	U	0
FRAME AND EQUIPMENT		
10-3/4" STEEL RAILS 403-444"	P	697
3/8" RAIL THICKNESS		
ZINC COATED ANTI CORROSION TREATED FRME	P	4
RAILS - REQUIRES FRAME RAIL CODE		
256" WHEELBASE	P	0
THREE-PIECE CROSSMEMBERS	P	2
EOF SQUARE WITHOUT XMBR	P	0
USE WITH BODY BUILDER INSTALLED XMBR		
PB REAR MUDFLAPS,PB HANGER STRAIGHT	P	24
FRONT AXLE AND EQUIPMENT		
DANA SPICER E1202IL 12,000 LB	P	0
TAPER LEAF SPRINGS, SHOCKS 12,000 LB	P	0
POWER STEERING SHEPPARD HD94	P	0
POWER STEERING RESERVOIR, FRAME MOUNTED	P	0
PHP10 IRON PRESET HUBS	P	0
DANA SPICER WIDE TRACK IPO STD	P	15
FRONT AXLE(S)		
BENDIX AIR CAM FRONT DRUM BRAKES 16.5X5	P	0
10,000-14,600 LB STEER AXLES		
GUSSETED CAM BRACKETS, STEER AXLE	P	0
HEAVY DUTY CAM BUSHINGS, STEER AXLE	P	0
REAR AXLE AND EQUIPMENT		
DANA SPICER S21-172 SINGLE AXLE, 21,000	P	249
PHP10 IRON PRESET HUBS	P	0
LONG STROKE PARKING BRAKES	P	20
DRIVE AXLE(S)		
BENDIX SMART ATC TRACTION CONTROL	P	2
GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P	2
SBM VALVE	P	0
DIFF LOCK, SINGLE DRIVE AXLE	P	31
WITH SPEED INTERLOCK		
SINGLE DRIVE AXLE (MODEL 337)	P	0

UNIT TYPE 2

DESCRIPTION	PUB CD	WEIGHT
-----	----	-----
ANTI-LOCK BRAKING SYSTEM (ABS) 4S4M	P	0
BENDIX AIR CAM REAR DRUM BRKS 16.5X8.6	P	0
RATIO 5.38 REAR AXLE	P	0
REYCO 79KB TAPER LEAF 21,000 LBS	P	0
ENGINE AND ENGINE EQUIPMENT		
PACCAR PX-9 350@2000 GOV@2200 1000@1400	P	0
PRODUCTIVITY (2017 EMISSIONS)		
ENGINE IDLE SHUTDOWN TIMER DISABLED	P	0
EFF EIST NA EXPIRATION MILES	P	0
EFFECTIVE VSL SETTING NA	P	0
REMOTE PTO & THROTTLE PROVISION	P	0
12-PIN CONNECTOR ON ENGINE HARNESS		
CARB ENGINE IDLING COMPLIANCE	P	0
N205 65...STANDARD MAXIMUM SPEED LIMIT		
N207 0...EXPIRATION DISTANCE (N207)		
P005 120...HARD MAXIMUM SPEED LIMIT (P1		
P001 65...MAXIMUM ACCELERATOR PEDAL VE		
P110 0...ACCELERATOR LOWER DROOP (P11		
P059 65...MAXIMUM CRUISE SPEED (P059)		
P111 0...CRUISE CONTROL LOWER DROOP (
N203 252...RESERVE SPEED FUNCTION RESET		
N202 0...MAXIMUM CYCLE DISTANCE (N202		
N206 10...MAXIMUM ACTIVE DISTANCE (N20		
N201 0...RESERVE SPEED LIMIT OFFSET (
P015 YES...ENGINE PROTECTION SHUTDOWN (
P026 NO...GEAR DOWN PROTECTION (P026)		
P046 1400..MAX PTO SPEED (P046)		
P062 YES...CRUISE CONTROL AUTO RESUME (
P068 NO...AUTO ENGINE BRAKE IN CRUISE		
N209 0...EXPIRATION DISTANCE (N209)		
P520 YES...ENABLE IDLE SHUTDOWN PARK BR		
P030 5...TIMER SETTING (P030)		
P233 YES...ENABLE IMPENDING SHUTDOWN WA		
P234 60...TIMER FOR IMPENDING SHUTDOWN		
P516 35...ENGINE LOAD THRESHOLD (P516)		
P031 NO...IDLE SHUTDOWN MANUAL OVERRUL		
P230 YES...ENABLE HOT AMBIENT AUTOMATIC		
P172 40...LOW AMBIENT TEMPERATURE THRE		
P173 60...INTERMEDIATE AMBIENT TEMPERA		
P171 80...HIGH AMBIENT TEMPERATURE THR		
160 AMP ALTERNATOR, 36 SI BRUSHLESS	P	11
REMOTE VOLTAGE SENSE WIRING	P	0
IMMERSION TYPE BLOCK HEATER 110-120V	P	2
SEE SALES TOOL DESC FOR PLUG LOCATION		
DELCO 39MT STARTER	U	0
3 PACCAR PREMIUM 12V DUAL PURPOSE	P	62
BATTERIES, 2190 CCA		
KISSLING BATTERY DISCONNECT SWITCH	P	2
300 AMP; MOUNTED ON BATTERY BOX		
2/21/13: R-220 PER ASAP OMD (FJJ)		

UNIT TYPE 2

DESCRIPTION	PUB CD	WEIGHT
-----	----	-----
2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS	P	0
18.7 CFM AIR COMPRESSOR N/A X15	P	0
DAVCO 245 FUEL/WATER SEPARATOR	P	0
NO FLUID HEAT OPTION FOR FUEL FILTER	P	0
12V HEAT FOR FUEL FILTER	P	0
ENGINE PROTECTION SHUTDOWN W/DASH LABEL	P	0
HIGH EFFICIENCY COOLING SYSTEM	P	0
RADIAL SEAL, DRY TYPE AIR CLEANER	P	0
FRONTAL AIR INTAKE		
EXHAUST SINGLE RH HORIZONTAL DPF/SCR RH UNDER FRAME (2017)	P	159-
TRANSMISSION AND CLUTCH		
ALLISON 3000 RDS-P TRANSMISSION, GEN 5 RUGGED DUTY SERIES	P	194
TRANSMISSION APPROVED * ALLISON SCAAN # 395583	U	0
1710 HD DRIVELINE, 2 MIDSHIP BEARINGS	P	99
(1) DASH MTD SINGLE ACTING AIR PTO CTRL	P	0
ALLISON WORLD TRANS PRIMARY SHIFT SCHEDULE 2	U	0
ALLISON 5TH GEN RDS, PKG 223 3000, 3500, 4000, 4500, 4700 TRANS	U	0
AUTO NEUTRAL ACTIVATES W/ PARKING BRAKE	P	0
ALLISON FUELSENSE 2.0 NOT DESIRED	P	0
OMIT ALLISON NEUTRAL AT STOP	P	0
TC-419 TORQUE CONVERTER	U	0
ALLISON TRANSMISSION ALLISON 6-SPEED CONFIGURATION 3000 SERIES TRANS, CLOSE RATIO GEARS	P	0
DASH MOUNTED PUSH BUTTON SHIFTER	P	0
ROLLING DIRECTION CHANGE SHIFT INHIBIT FEATURE, ALLISON TRANSMISSIONS	P	0
AIR AND TRAILER EQUIPMENT		
BENDIX AD-IS EP AIR DRYER, HEATER COALESCING FILTER, EXTENDED PURGE	P	7
PULL CORDS ALL AIR TANKS	P	0
NYLON CHASSIS HOSE	P	0
STEEL PAINTED AIR TANKS	P	0
BODY CONNECTIONS 5' BOC	P	4
TIRES AND WHEELS		
FF: BR 16PLY 11R22.5 M853	P	46
PART: BR225000 FET: 58		
RR: BR 16PLY 11R22.5 M853	P	92
PART: BR225000 FET: 116		
CODE-REAR TIRE QTY 04.		

UNIT TYPE 2

DESCRIPTION	PUB CD	WEIGHT
-----	----	-----
FF: ALCOA 883677 22.5X8.25 CLEAN BUFF ALM	P	44-
RR: ALCOA 883677 22.5X8.25 CLEAN BUFF ALM	P	88-
CODE-REAR RIM QTY 04.		
FUEL TANKS		
26" ALUM 60 GAL FUEL TANK RH U/C	P	117-
NON-SLIP FUEL TANK STEP RH U/C		
LOCATION RH UNDER CAB 060 GAL.		
DEF TANK MOUNTED LH BOC	P	0
STD DEF TO FUEL RATIO 2:1 OR GREATER	P	0
POLISHED SS COVER FOR DEF TANK	P	0
DEF TANK SMALL	P	0
BATTERY BOX AND BUMPER		
ALUMINUM BATTERY BOX LH U/C	P	55-
NON-SLIP STEP		
RUBBER BATTERY PAD IN BOTTOM	P	2
(1) BATTERY BOX		
STEEL STYLED AERO BUMPER PTD BLACK	P	0
2 TOW PINS		
CAB AND EQUIPMENT		
ALUM CAB 108" BBC METTON HOOD	P	0
W/BRIGHT FINISH CROWN		
KEY ALL UNITS ALIKE	P	0
SEVERE SERVICE CAB PACKAGE #1	P	40
INCLUDES ALUM SIDE SKINS, ALUM REAR		
THERMAL INSULATION PACKAGE IN CAB	P	2
KEY G479	P	0
FENDER LIPS 2" WIDE	P	9
PETERBILT ULTRARIDE DRIVER SEAT	P	0
(2) PERSON PASSENGER SEAT	P	0
DRIVERS ARMREST - RH ONLY	P	2
BLACK SEAT COLOR IPO STD COLOR	P	0
AIR RIDE DRIVER	P	0
HIGH BACK DRIVER	P	0
MORDURA DRIVER	P	0
NON-AIR RIDE PASSENGER	P	0
LOW BACK PASSENGER	P	0
MORDURA PASSENGER	P	0
ADJUSTABLE STEERING COLUMN	P	11
TILT/TELESCOPE		
STEERING WHEEL WITH PETERBILT LOGO	P	0
INTERIOR GREY / BLACK	P	0
CAB REAR CORNER WINDOWS - STD TINT	P	4
EXTENDED REAR WINDOW IPO STD - DAY CAB	P	18
DAY CAB REAR WINDOW	P	0
ONE-PIECE CURVED WINDSHIELD	P	0
COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0

UNIT TYPE 2

DESCRIPTION	PUB CD	WEIGHT
-----	----	-----
OUTSIDE SUNVISOR - STAINLESS STEEL N/A W/ 2.1M HR SLEEPER	P	4
MIRRORS SSTL EACH SIDE HTD & MTRZD (N/A W/6501100)	P	2
(2) CONVEX 8" SS MIRROR, CNTR MTD UNDER MIRROR BRKT; INCLUDES DUAL DOOR STOPS	P	4
POWER PACKAGE	P	0
INCLUDES PWR DOOR LOCKS & WINDOWS		
(2) AIR HORNS 24.5" CHROME - ROUND	P	15
INCLUDES POLISHED HORN SHIELDS		
STANDARD SPEAKER PACKAGE FOR CAB (2) SPEAKERS	P	4
CONCERTCLASS W/O CD, INCLUDES BT PHONE & AUDIO, AM/FM, WB, USB AND MP3	P	11
PLUG-IN AUTO RESET CIRCUIT BRKR	P	0
IPO FUSES IN JUNCTION BOX		
PB ELEC WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P	0
ECCO DS-1500 REVERSE MOTION SENSOR USE W/ BACKUP ALARM	P	0
BACKUP ALARM (107 DB)	P	2
MAIN TRANSMISSION OIL TEMPERATURE GAUGE LOCATED IN DRIVER INFORMATION DISPLAY	P	0
AIR RESTRICTION INDICATOR MTD ON AIR CLEANER, INTAKE PIPING, OR FIREWALL	P	0
MAIN INSTRUMENTATION PANEL GRAPHICS DISPLAY	P	0
HEADLIGHTS COMPOSITE FENDER MOUNTED INTEGRAL PARK, TURN, & SIDE MARKER	P	0
(5) MARKER LIGHTS, AERO LED	P	0
DAYTIME RUNNING LIGHTS REQUIRED ON ALL CANADIAN VEHICLES	P	0
INCANDESCENT SQR STOP/TURN/TAIL/BACKUP LH/RH SQUARE EOF OR DROPPED A-BRACE	P	0
(2) LOAD LIGHTS, FLUSH MTD LOW OUTBOARD LOCATION B	P	4
PAINT		
STANDARD PAINT COLOR SELECTION	P	0
(1) COLOR AXALTA TWO STAGE PAINT CAB/HOOD	P	0
A - L0006EY WHITE		
FRAME L0001EA BLACK		
FENDER L0006EY WHITE		
HOOD TOP L0006EY WHITE		
CAB ROOF L0006EY WHITE		
BUMPER L0001EA BLACK		
SHIPPING DESTINATION OTHER THAN DEALER (SPECIFY BY NARRATIVE)	P	0
8999990 PETERSEN INDUSTRIES		
8999990 4000 SR 60 W		
8999990 LAKE WALES, FL 33859		
8999990 NICK FILER 210-288-6170		

UNIT TYPE 2

DESCRIPTION	PUB CD	WEIGHT
-----	----	-----
MISCELLANEOUS		
2017 EPA EMISSIONS ENGINE WARRANTY ONLY	P	0
APPLICATIONS CONTACT: TODD HAYMAKER (940) 591-4106 9408936 FRAME LAYOUT IDENTICAL	U	0

** TOTAL ESTIMATED WEIGHT 11,307

PROMOTION PROGRAM CODE 0001252 @ 0.00 %
MP18-15

SURCHARGE/OPTIONS NO DISC
- PDI AT EXCELLENCE PETERBILT LOCATION
- FRAME LAYOUT IDENTICAL TO PREVIOUS CHAS
TOTAL SURCHARGE/OPTIONS NOT SUBJECT TO DISC

OPTIONAL EXT WTY & PRV MNT
- PETERBILT CLASS 7 STANDARD COVERAGE
1 YEAR/UNLIMITED MILES/KM
- PACCAR PX-9 STANDARD COVERAGE
2 YRS/250,000 MI (402,336 KM)/6,250 HRS
- CHASSIS TO RECEIVE EXTENDED WARRANTY
1 YR BASE VEHICLE TOWING - U.S.
TOTAL OPTIONAL EXT WTY & PRV MNT

TOTAL TIRE FET INCLUDED -- AS PRODUCED

MARKETING PROGRAMS AND PROMOTIONS

** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE
UNPUBLISHED OPTIONS. ACTUAL "SHIPPING" WEIGHT MAY VARY.

RESOLUTION NO. 19-146

A RESOLUTION APPROVING THE PURCHASE OF TWO (2) GRAPPLE TRUCKS FROM RUSH TRUCK CENTER THROUGH BUYBOARD, A LOCAL GOVERNMENT PURCHASING COOPERATIVE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Public Works Department requests approval for the purchase of two (2) grapple trucks for brush from Rush Truck Center Contract No. 601-19 through BuyBoard, a Local Government Purchasing Cooperative Program; and

WHEREAS, this equipment is being purchased for use by the Sanitation Department. Funds for this purchase are available through the 2019/2020 Capital Replacement Fund; and

WHEREAS, it is the recommendation of the Public Works Department to award the above BuyBoard purchase to Rush Truck Center for the approximate purchase price of \$367,722.22.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase two (2) grapple trucks through BuyBoard, for an approximate purchase price of \$367,722.22, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 18th day of December 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(9) (i)

Meeting Date: 12/18/2019

Submitted By: Justin Herter, City Attorney Office

Department: City Attorney Office

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-148, authorizing the termination of the prior Chapter 312, Chapter 380 and Charitable Economic Development Agreements with Gulf Coast Ammonia which were approved by Resolution 17-083 and Resolution 17-084 on December 6, 2017, and authorizing the Mayor to execute all necessary termination documents. (Management Services)

BACKGROUND

Two years ago, the City entered into abatement and Payment in Lieu of Taxes (PIT) agreements with Gulf Coast Ammonia. As you recall during the TRZ zone adjustments and the new abatement and PIT agreements with Gulf Coast Ammonia, a new partner had joined the project forcing the agreements to be redone. The existing agreements had to remain intact until the documents, which were approved in November, were executed upon the School Districts approval. That has happened this past week. Now, the City Commission will terminate the old agreements.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(9) (j)

Meeting Date: 12/18/2019

Joiner Architect Contract Amount Adjustment

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Authorize the Mayor to increase Joiner Architects contract amount for the Fire, Police, and Emergency Medical Services Training Facility to include the development of Construction Documents, Bidding & Negotiation activities, and Construction Administration.

BACKGROUND

The Mayor was given authorization to execute an agreement with Joiner Architects for this project at the December 19, 2018 City Commission Meeting .

ANALYSIS

Joiner's contract amount is defined as 7% of the construction cost of the project. The increase to Joiner's contract reflects our revised construction budget.

It is the opinion of the Public Works Department that the Mayor be authorized by the Commission to increase this contract amount.

Supporting Document attached for your review.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A



2808 Joanel Street • Houston, TX 77027
Phone: 713/963-0086 • Fax: 713/963-0961

September 4, 2019

Joiner Architects
700 Rockmead Dr., Ste. 265
Kingwood, Texas 77339

Attn: Robert Kohutek

Re: Texas City Training Facility
Schematic Design Budget - Final

Gentlemen,

In accordance with your request, we have prepared preliminary pricing for the above referenced project. This pricing is based upon schematic design drawings dated 6-10-19, the "Pre-Construction Cost Sheet" provided by Texas City dated 8-7-19, and various meeting discussions. The total amount of the schematic design budget is **\$8,019,960**.

We have included a listing of detailed assumptions and clarifications used to determine the budget. General conditions, bonds & insurance, and OH/Profit are listed as separate items for the entire project scope. An allowance is also listed separately for landscaping and irrigation.

We recommend proceeding to the next step of design. A full geotechnical report should be obtained as soon as possible to clarify the foundation type and soil stabilization requirements. This report will release the engineers to their design processes and be able to generate construction drawings.

I. Assumptions & Clarifications. All items not listed have been removed from the budget and are considered future work:

Item #3 and **#4** is a 2,400 SF two-story prefabricated petrochemical plant structure with associated paving area for the plant and rail tank car prop. Electrical and LPG service connections are provided to the petrochemical plant structure. Rail tank props are not included.

Item #10 consists of the 7,000 SF two-story pre-fabricated burn building and associated paving. The burn building is designed and laid out as noted in the schematic design drawings. As directed in our 7-11-19 budget meeting, two burn room props (one being a Kitchen/Bedroom and the other an Engine/Bilge Fire Prop) and one hallway flashover prop are included. A \$350,000 allowance for a water storage tank/fire pump system is also included in this budget.

Item #11 includes paving required for the pump seal pad. Electrical and LPG service is provided to this structure.

Item #12 includes only paving and approximately 80 LF of railroad tracks for the Rail Tank / Haz-Mat area.

Item #13 includes only paving for the driving track. It is assumed the track will be sheet drained and does not include any storm utility system, lighting, or striping.

Item #14 is the 6,400 SF pre-fabricated live fire shoot house structure with associated metal building and paving. The metal building structure includes a standing seam metal roof. The live fire shoot house structure is designed and laid out as noted in the schematic design drawings. In addition to electrical and water service to the structure, bay lighting and one HVLV fan is included and will be hung from the metal building structure.

Item #15 includes cost only associated with excavating the detention pond and site utilities to the pond.

Item #17 includes the 4,800 SF training pavilion and associated paving. The structure for the training pavilion is a two-tier metal building structure with standing seam metal roof. The center (classroom area) of the structure has an approximate 20' eave height with each end (restroom side & workshop side) having approximately 10' eave heights. Walls on the restroom side are CMU masonry construction to deck. Walls on the workshop side are drywall partitions to deck. Flooring in the restrooms & showers will be tile with all remaining flooring throughout the building to be sealed concrete. One overhead sectional door is included in the workshop. In addition to the electrical and plumbing systems, unit heaters and one HVLV fan is included in the budget for the classroom area. The training pavilion will have a fire sprinkler system and includes low voltage consisting of data, fire alarm, and access control.

Item #22 includes cost for the LPG tank and masonry wall. In addition to the paving, CMU masonry wall, and plumbing piping for the tank a \$75,000 allowance is included within this budget to purchase a 20,000 gallon LPG tank.

Site Development has been broken out into a separate line item as discussed in the 7-11-19 meeting. Work included within this pricing is the SWPPP system, general site earthwork & utilities, one driveway & approach to the parking area (Item #19), perimeter fencing, and a sanitary lift station.

Covered Gravel Parking Pavilion has been added to this budget per the 8-7-19 letter provided by Texas City. Pricing included in this item is lime stabilization for a 50x80 gravel parking. The gravel parking area is covered with a metal building type structure with lighting.

All foundations for any applicable structure are assumed to be typical drilled pier and/or spread footing type construction with a slab on grade. All paving subgrade includes lime stabilization and site utilities are assumed to be picked up at the property line. All door frames are hollow metal frame with interior doors being wood and exterior doors being hollow metal.

No off-site work is included in this budget, including costs associated with bringing utilities to the site. All props, rail cars, SCBA, or any other specialty equipment throughout the facility are excluded and shall be owner furnished, unless noted otherwise above.

II. Budget Breakdown:

Item #1 – Educational Training Building	Future
Item #2 & #23 – Storage Building / Police Trailer Storage	Future
Item #3 thru #5 – Petrochem Plant Training & Rail Car Prop Pad	\$836,000
Item #6 thru #8 & #20 – Ventilation, Vehicle, Confined Space, & Trench	Future
Item #9 – Four-Story Training Tower	Future
Item #10 – Two Story Burn Building	\$1,196,000
Item #11 – Pump Seal Pad	\$56,000
Item #12 – Rail Tank / Haz-Mat Pad	\$141,000
Item #13 – Driving Track	\$1,746,000
Item #14 – Live Fire Shoot House	\$572,000
Item #15 – Detention Pond	\$227,000
Item #17 – Training Pavilion	\$897,000
Item #18 – Jogging Track	Future
Item #19 – Parking Lot	Future
Item #21 – Live Fire Trailer Pad	Future
Item #22 – LPG Tank	\$186,000
Site Development	\$448,000
50x80 Covered Gravel Parking Pavilion	\$145,000
Design Contingency	\$366,960
Landscape & Irrigation Allowance	\$60,000
OH/Profit	\$117,000
Costs of the Work/Field Engineering	\$315,000
General Conditions	\$512,000
Bonds/Insurance	\$199,000
Total	\$8,019,960

If you have any questions, please do not hesitate to call.

Sincerely,



T. Spencer Bennett
Sr. Project Manager

CITY COMMISSION REGULAR MTG

(9) (k)

Meeting Date: 12/18/2019

Rescind Resolution 19-139

Submitted For: Debbie Gurka, Administration

Submitted By: Debbie Gurka,
Administration

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Approve a Resolution to rescind Resolution 19-139.

BACKGROUND

Resolution 19-139 was approved on City Commission meeting December 4, 2019. The Police Department was approved to purchase two (2) Dodge Chargers from Cowboy Motor Company. Due to the State of Texas purchases of Dodge Chargers the Dodge Manufacturer is unable to fill the order for Cowboy Motor Company. Mike Agruso researched a 2500 mile radius and was able to locate two (2) Dodge Chargers on the Grapevine Dodge Chrysler Jeep car lot and ask to rescind Resolution 19-139 and a new Resolution approved to purchase the vehicles from Grapevine Dodge Chrysler Jeep out of Grapevine, Texas. through BuyBoard Contract 601-19.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 19-148

A RESOLUTION RESCINDING RESOLUTION NO. 19-139 PROVIDING FOR THE APPROVAL AND PURCHASE OF TWO (2) DODGE CHARGERS FROM COWBOY MOTOR COMPANY FOR THE POLICE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Police Department desired to purchase two (2) 2020 Dodge Chargers from Cowboy Motor Company; and

WHEREAS, the State of Texas purchased all Dodge Chargers from the Dodge manufacturer thus making Cowboy Motor Company unable to fulfill the City's order; and

WHEREAS, the Police Department and Purchasing Department agree that is in the best interest of all parties to rescind Resolution No. 19-139.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the rescinding of Resolution No. 19-139 concerning the purchase of two (2) 2020 Dodge Charger interceptors from Cowboy Motor Company.

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

PASSED AND ADOPTED this 18th day of December 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(9) (I)

Meeting Date: 12/18/2019

Purchase of two Dodge Chargers

Submitted For: Debbie Gurka, Administration

Submitted By: Debbie Gurka,
Administration

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Approve the Police Department purchase of (2) two Dodge Chargers from Grapevine Dodge Chrysler Jeep including up-fit by Dana Safety Supply.

BACKGROUND

The Police Department is requesting approval to purchase (2) two Dodge Chargers from Grapevine Dodge Chrysler Jeep to be up-fit by Dana Safety Supply thorough BuyBoard Contract 601-19. The totals amount for the expenditure is XXXXX.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Buyboard Contract 601-19

RESOLUTION NO. 19-149

A RESOLUTION APPROVING THE PURCHASE OF TWO (2) DODGE CHARGERS FROM GRAPEVINE DODGE CHRYSLER JEEP INCLUDING UP-FIT BY DANA SAFETY SUPPLY FOR THE POLICE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Police Department requests approval for the purchase of two (2) Dodge Chargers; and

WHEREAS, these vehicles are to be purchased from Grapevine Dodge Chrysler Jeep and having the vehicles up-fitted by Dana Safety Supply through BuyBoard Contract No. 601-19; and

WHEREAS, funds for this purchase are in the City's 2019/2020 budget.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of two (2) Dodge Chargers for a total price, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

SECTION 2: That the Mayor is hereby authorized to execute any documentation necessary for the purchase of the police cars as contemplated herein.

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

PASSED AND ADOPTED this 18th day of December 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney



Phone: 800.695.2919
 Email: info@buyboard.com

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None Selected

Price Range

Show all prices

Category

None Selected

Contract

Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor[X]

Vendor Name: Grapevine DCJ, LLC
Address: 2601 William Tate
 Grapevine, TX 76051
Phone Number: (817) 410-7541
Email: dthomas@grapevinedcj.com
Website: <http://www.grapevinedcj.com>
Federal ID: 27-0455988

Contact: Dennis Thomas

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR Forms Received: Yes

No Israel Boycott Certificate: Yes

No Excluded Foreign Terrorist Orgs: Yes

Contract Name: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

Contract#: 601-19

Effective Date: 12/01/2019

Expiration Date: 11/30/2022

Service Fee: Vehicles purchase orders are subject to a \$400 service fee

Payment Terms: Net 30 days

Delivery Days: 150

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Contract Exceptions: Deviations

Quote Reference Number: 601-19

Return Policy: No returns on vehicles. Returns on parts in new condition, original packaging w

[Additional Resources](#)

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Proposal Files: [Click to view Vendor Proposal Files Documents](#)

Contact us 800.695.2919

CITY COMMISSION REGULAR MTG

Ord 13-52

Meeting Date: 12/18/2019

Amend the fiscal year 2019/2020 budget to close 2018/2019 fiscal year purchase orders.

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider approval of a request to amend the fiscal year 2019-2020 budget to close 2018-2019 fiscal year purchase orders.

BACKGROUND

Purchase orders that are outstanding at the end of the fiscal year are to be canceled and rolled into the current fiscal year 2019-2020. Since encumbrances impact budgets, the current fiscal year's budget must be increased to reflect outstanding encumbrances from the 2018-2019 fiscal year.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 19-33

AN ORDINANCE AMENDING ORDINANCE NO. 19-27, ADOPTING THE 2019-2020 FISCAL YEAR BUDGET TO CLOSE THE 2018-2019 FISCAL YEAR PURCHASE ORDERS; 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.

WHEREAS, by Ordinance No. 19-27, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2019 - 2020; and

WHEREAS, a budget amendment is needed to close the 2018 - 2019 Fiscal Year Purchase Orders.

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

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

SECTION 2: That the budget for Fiscal Year 2019 - 2020 of the City of Texas City, Texas, is hereby amended as follows:

Amend the Fiscal Year 2019 - 2020 Budget to close 2018 - 2019 fiscal year purchase orders.

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 18th day of December 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

Ord 13-52

Meeting Date: 12/18/2019

Amend the fiscal year 2019/2020 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider approval of a request to amend the fiscal year 2019-2020 budget to appropriate funds for design and construction phase services for west side elevated water tank.

BACKGROUND

City of Texas City and Lago Mar area developer, Land Tejas, will share the costs of the design and construction of a one million gallon elevated water tank. The total contract for the engineering services agreement is \$258,550. The City's share of this is \$129,275 and will be funded by Water Zone 2 Capital Recovery Fees.

ANALYSIS

Budget Amendment:

Capital Recovery Water Zone 2 (Fund 255):

Water Tank Improvements	\$129,275.00
Undesignated Fund Balance	(\$129,275.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 19-34

AN ORDINANCE AMENDING ORDINANCE NO. 19-27 ADOPTING THE 2019-2020 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR THE DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE WEST SIDE ELEVATED WATER TANK; 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.

WHEREAS, by Ordinance No. 19-27, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2019 - 2020; and

WHEREAS, a budget amendment is needed to appropriate funds for the design and construction phase services for the West side elevated water tank.

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

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

SECTION 2: That the budget for Fiscal Year 2019 - 2020 of the City of Texas City, Texas, is hereby amended as follows:

Capital Recovery Water Zone 2 (Fund 255):

Water Tank Improvements	\$129,275.00
Unassigned Fund Balance	(\$129,275.00)

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 18th day of December 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(10) (c)

Meeting Date: 12/18/2019

Amend fiscal year 2019-2020 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. 19-35, amending the City's fiscal year 2019-2020 budget to appropriate additional funds for architect services pertaining to the Fire Department Training Facility. (Finance)

BACKGROUND

The Mayor was given authorization to execute an agreement with Joiner Architects for this project at the December 19, 2018 City Commission Meeting. Joiner Architect's contract amount for the training facility has increased by approximately \$366,000. This budget amendment is needed to account for the increase. Funding will come from the unassigned fund balance of Construction Fund 411.

From Res. 19-147:

Joiner's contract amount is defined as 7% of the construction cost of the project. The increase to Joiner's contract reflects the revised construction budget.

ANALYSIS

Budget Amendment:

Construction Fund-CO 2015 (Fund 411); Fire Department (202):

Land and Building Improvements	\$366,000.00
Unassigned fund balance	(\$366,000.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 19-35

AN ORDINANCE AMENDING ORDINANCE NO. 19-27 ADOPTING THE 2019-2020 FISCAL YEAR BUDGET TO APPROPRIATE ADDITIONAL FUNDS FOR ARCHITECT SERVICES FOR THE FIRE DEPARTMENT TRAINING FACILITY; 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.

WHEREAS, by Ordinance No. 19-27, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2019-2020; and

WHEREAS, a budget amendment is needed to appropriate additional funds for architect services for the Texas City Fire Department Training Facility.

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

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

SECTION 2: That the budget for Fiscal Year 2019-2020 of the City of Texas City, Texas, is hereby amended as follows:

Construction Fund- CO 2015 (Fund 411); Fire Department (202):

Land and Building Improvements	\$366,000.00
Unassigned Fund Balance	(\$366,000.00)

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 18th day of December 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney