

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, MARCH 18, 2020 - 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

Richard Valdivia	Police	03/31/2005	15 years
Johnny Sanmiguel	Sanitation	03/24/2005	15 years
Neal Ferguson	Public Works	03/06/2000	20 years
Charles Brooks	Parks & Recreation	03/20/1995	25 years

(b) Proclaiming April as Fair Housing Month

(5) REPORTS

(a) Report on the City of Texas City's Comprehensive Annual Financial Report for the year ending September 30, 2019. (Finance)

(b) Fire Inspection Prevention Report (Fire Marshal)

(c) Annual IT Update (IT Department)

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

- (a) Approve City Commission Minutes for March 4, 2020 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 20-014, authorizing the Mayor to enter into an Agreement with the Moody Foundation for receipt of a \$15,000.00 Grant Program Award. (Fire Department)
- (c) Consider and take action on Resolution No. 20-015, suspending the May 4, 2020, effective date of the Proposal by CenterPoint Energy Resources Corp. D/B/A CenterPoint Energy Entex and CenterPoint Energy Gas- Texas Coast Division to implement Interim GRIP Rate Adjustments for Gas Utility Adjustment in 2018 (Management Services)
- (d) Consider and take action on Resolution No. 20-016, approving and awarding Bid No. 2020-077 Delivered Hot and Warm Mix Asphalt Annual Contract. (Public Works)
- (e) Consider and take action on Resolution No. 20-017, authorizing designated signators for the Hurricane Harvey - Infrastructure CDBG Disaster Recovery program contract 20-065-083-C236 (Emergency Management)
- (f) Consider and take action on Resolution No. 20-018, approving and adopting CDBG-DR Civil Rights policies. (Emergency Management)
- (g) Consider and take action on Resolution No. 20-019, approving the execution of an Engineering Services Agreement with ARKK Engineers, LLC. for the Texas Avenue Drainage Improvements Project - 5th Street to Bay Street. (Public Works)
- (h) Consider and take action on Resolution No. 20-020, approving and awarding a contract for Bid No. 2020-373 14th Street Ditch Improvement Project. (Public Works)
- (8) REGULAR ITEMS
 - (a) Consider and take action on Ordinance No. 20-10, amending the City's fiscal year 2019-2020 budget to appropriate additional funds for the purchase of a lift gate system for the City's high water rescue vehicle. (Finance)
 - (b) Consider and take action on Ordinance No. 20-11 to amend the City of Texas City's fiscal year 2019-20 Budget to accept JAG Grant funds and appropriate those funds for Texas City Police Department tactical patrol equipment. (Finance)
 - (c) Consider and take action on Ordinance No. 20-12, to amend the City of Texas City's fiscal year 2019-20 Budget to appropriate funds for the Texas City Economic Development Corporation reimbursement agreement with JMK5 Mall of the Mainland, LLC. (Finance)
 - (d) Consider and take action on Ordinance No. 20-13, to amend the City of Texas City's fiscal year 2019-20 Budget to appropriate funds for the Texas City Economic Development Corporation agreement with College of the Mainland Foundation.

- (e) Consider and take action on Ordinance No. 20-14 authorizing the issuance of City of Texas City, Texas, General Obligation Refunding Bonds, Series 2020; setting certain parameters for the bonds; authorizing the redemption prior to maturity of certain outstanding obligations; authorizing the Mayor to approve the amount, the interest rate, price, and terms thereof and certain other procedures and provisions related thereto. (Finance Dept.)
- (f) Consider and take action on Ordinance No. 20-15, to amend the City of Texas City's fiscal year 2019-20 Budget to appropriate grant funds for the Texas Avenue Drainage Improvements Project from 5th Street to Bay Street. (Finance)
- (g) Consider and take action on Ordinance 20-16, amending the City's fiscal year 2019-20 Budget to appropriate contributed funds for the 14th Street Ditch Improvement Project. (Finance)

(9) MAYOR'S COMMENTS

(10) COMMISSIONERS' COMMENTS

(11) ADJOURNMENT

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

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

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON MARCH 13, 2020, 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: 03/18/2020

March 2020 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Administration

Department: Administration

Information

ACTION REQUEST (Brief Summary)

Service Awards

Richard Valdivia	Police	03/31/2005	15 years
Johnny Sanmiguel	Sanitation	03/24/2005	15 years
Neal Ferguson	Public Works	03/06/2000	20 years
Charles Brooks	Parks & Recreation	03/20/1995	25 years

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 03/18/2020

Texas City's Comprehensive Annual Financial Report

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Report on the City of Texas City's Comprehensive Annual Financial Report for fiscal year 2018-2019.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 03/18/2020

Consider approval of a request to accept an award of \$15,000.00 from the Moody Foundation.

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Authorize the Mayor to execute an Agreement with the Moody Foundation for receipt of an award from their Grant Program in the amount of \$15,000.00.

BACKGROUND

For more than 75 years, the Moody Foundation has funded projects and programs that better communities in our great state of Texas by investing in charitable projects that exhibit innovative ideas and make long-term improvement in our communities.

ANALYSIS

Funding will be utilized for the acquisition and installation of a lift gate for the High Water Rescue Vehicle.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Attachment

RESOLUTION NO. 20-014

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MOODY FOUNDATION FOR THE PURCHASE OF A LIFT GATE SYSTEM FOR INSTALLATION ON THE HIGH WATER RESCUE VEHICLE THROUGH AN AWARD FROM THEIR GRANT PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, funds have been awarded from Moody Foundation through their Grant Program in the amount of \$15,000.00 to be used for the purchase of one (1) Lift Gate System; and

WHEREAS, the Lift Gate System will be installed on the City's High Water Rescue Vehicle to assist first responders in rescuing citizens from the dangers of high water; and

WHEREAS, purchase of the Lift Gate System will better serve the citizens in times of distress; and

WHEREAS, purchase will enhance the safety of both citizens and first responders.

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 authorizes the Mayor to execute the agreement with the Moody Foundation, as set out in **Exhibit "A"**, attached hereto, to accept a grant of \$15,000.00 to be used for the purchase of one (1) Lift Gate System through an award of their Grant Program.

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 March, 2020.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Kyle L. Dickson
City Attorney



2302 POSTOFFICE STREET, SUITE. 704, GALVESTON, TEXAS 77550
(409) 797-1500 • FAX (409) 763-5564

March 2, 2020

David-Zacherl
Fire Chief
Texas City Fire Department
1725 25th Street North
Texas City, TX 77590-4930

Dear Chief Zacherl:

The Trustees of The Moody Foundation are pleased to advise you that a grant award of \$15,000 has been approved to assist with the purchase and installation of a lift gate for the high-water rescue vehicle, as defined in your application.

This grant was approved subject to the conditions set forth in the attached Grant Contract. It is extremely important that you carefully review the terms and provisions of this grant award. If your organization is willing to comply with the conditions stated herein, please obtain the required signatures on the fourth page of the contract and return the entire original to The Moody Foundation within four (4) weeks. **We will forward you a complete copy of the fully executed contract.**

Under the Internal Revenue Code, The Moody Foundation is required to establish proper use of all funds disbursed by The Foundation. Therefore, it is particularly important that records be kept as outlined for a final report to The Foundation. Please understand that Moody Foundation grants are considered individually and no grant award should be construed as a precedent for subsequent gifts.

The Trustees are pleased to be able to assist the Texas City Fire Department with support for the automatic lift gate that is critical to rescue capabilities.

Sincerely,

A handwritten signature in black ink, appearing to read "Allan W. Matthews".

Allan W. Matthews
Director of Grants

AWM/ct
Enclosure

THE MOODY FOUNDATION

2302 POSTOFFICE STREET, SUITE 704 GALVESTON, TEXAS 77550-1994

GRANT CONTRACT: TERMS AND PROVISIONS

This Grant Contract (the "Agreement") entered into by and between The Moody Foundation, acting by and through its duly authorized Trustees, hereinafter referred to as the "Foundation" and Texas City Fire Department, hereinafter referred to as "Grantee."

In reply refer to: GRANT NUMBER 2020-57

GRANTEE:

Texas City Fire Department
1725 25th Street North
Texas City, TX 77590-4930

DATE APPROVED 2-20-2020

AMOUNT \$15,000

PERIOD One Year

PURPOSE:

Assistance with the purchase of an automatic lift gate for the high-water rescue vehicle used in high water, severe weather and flooding evacuations, as more specifically set out in the grant application which is incorporated by reference.

SPECIFIC CONDITIONS:

1. All funds must be used for the purposes defined in the application received January 9, 2020.
2. Grantee agrees to recognize The Moody Foundation as a partial underwriter of the project. However, it is preferred that funds not be expended on plaques for presentation to the Foundation.
3. Grant will be paid in one (1) installment upon receipt of a written request for payment which briefly outlines the other sources of funding.

Please allow a minimum of ten (10) working days for processing of your payment request from time of receipt by The Moody Foundation of the written request for payment.

4. Should extenuating circumstances occur necessitating an extension of the time period of this grant award, a request in writing must be submitted to The Moody Foundation prior to the ending date of the grant or the grant shall be considered expired at the end of the one-year period.
5. Grantee also agrees to comply with the general conditions on the following pages.

GENERAL CONDITIONS:

1. Reports to the Foundation

A written report must be furnished to the Foundation upon completion of the purposes for which the grant has been made. If the grant period exceeds one year, an interim one-page summary report along with a detailed listing of the total grant funds expended by Grantee for the preceding year should be submitted annually in addition to the Final Evaluative Report at the end of the grant period.

2. Use of Grant Funds

All grants made by The Moody Foundation must be in compliance with the requirements pertaining to organizations that are exempt from federal income taxes and described in section 501(c)(3) of the Internal Revenue Code.

- a. All funds awarded by the Foundation under this Agreement must be used by the Grantee in compliance with the restrictions set forth in Sections 4941 through 4945 of the Internal Revenue Code so that no excise tax is imposed under any such section.
- b. All funds awarded by the Foundation under this Agreement must be used for the purposes summarized above and as more specifically set out in the grant application. No changes or modifications may be made without the Foundation's knowledge and approval.
- c. All grant funds awarded by the Foundation will be returned to the Foundation if:
 - (1) The grantee loses its United States Internal Revenue Service tax-exempt status.
 - (2) If the funds are not expended or committed for the purposes of the grant within the stated period of time.

3. Request for payment

It is the responsibility of the applicant to keep the Foundation advised of the dates when funds will be used.

- a. If the terms of the grant call for unscheduled periodic payments, the applicant must submit a written request to the Foundation indicating the amount of payment due and an itemized budget covering such payment, for the period in which the funds will be used.
- b. If instead of unscheduled periodic payments, installments are made on an annual basis, requests for payment should be accompanied by an interim report. (See Condition #1)

4. Public Announcements

The Foundation may, at the Trustees' discretion, release information regarding this grant to the press and news media. Should you wish to release additional information after accepting this grant, you may do so without prior clearance. However, the Foundation should be furnished with copies of all news releases and any other published material, pictures, etc. which may develop in connection with this grant award.

5. Other Provisions

- a. This grant award has been approved by the Trustees of The Moody Foundation and is accepted by the grantee with the understanding that the Foundation is not obligated to provide additional support.
- b. It is understood that under the Trust Indenture of The Moody Foundation, this grant must be limited to supporting activities that will benefit the people of the State of Texas.
- c. The applicant must notify The Moody Foundation immediately of any changes that occur in its tax-exempt status.
- d. Except as otherwise provided herein, to the full extent possible
 - (1) all representations, obligations and undertakings of each of the Parties to this Agreement shall be performable in Galveston County, Texas; and
 - (2) the proceeds of this Grant shall be funded in Galveston County, Texas.
- e. In the case of any Dispute (as defined herein) between the Foundation and Grantee, the Foundation, at its sole and absolute discretion, may elect to submit such Dispute to binding and final arbitration in lieu of a civil lawsuit. In that regard, Grantee agrees that if the Foundation elects to submit any Dispute to binding arbitration, Grantee waives any right to bring a lawsuit. If a lawsuit is pending at the time of the Foundation's election and such suit has been filed for one hundred twenty (120) days or less after service of process on the Foundation, then Grantee shall immediately dismiss such lawsuit and submit such Dispute to binding arbitration.

For purposes of this Agreement, the term "Dispute" shall be interpreted broadly to mean any controversies, claims, counterclaims, or other disputes of any kind arising from or relating in any way to the parties hereto, this Agreement or its interpretation, the Grant, or the use of the Grant Funds and shall include, without limitation, any contractual, tort, statutory, caselaw or any other claims made by either party hereto.

In the event the Foundation elects to submit a Dispute to binding arbitration, such arbitration shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules") and shall apply Texas law. The arbitration will be heard and determined by a single arbitrator and all arbitration proceedings shall be held in Galveston, Texas. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs, documents, or other evidence submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

This section limits certain rights, including the right to maintain a court action, the right to a jury trial, the rights to certain forms of relief and other rights that Grantee may have outside of an arbitration proceeding.

This provision shall survive termination of this Agreement.

f. In the event the Foundation elects to proceed with a civil lawsuit under Section 5(e) above, it is agreed by the parties hereto that venue shall lie in the District Courts of Galveston County, Texas for the purpose of any lawsuit to:

- (a) enforce the obligations of any party hereto;
- (b) interpret the provisions of this Grant Contract and Agreement; or
- (c) seek monetary damages for the breach of any provision or obligation hereof.

6. This Contract is executed in Galveston County, Texas, this _____ day of _____, _____.

ACCEPTANCE:

We accept this grant subject to the terms and provisions stated above.

	(Sign)	
_____ Chief Executive Officer		_____ President or Chairman of the Board

_____ Date	_____ Date

THE MOODY FOUNDATION

Date

FINAL REPORT OUTLINE

We hope you will find the information in this outline helpful to you in developing your reports to the Foundation. The information request by the Foundation serves several important functions. It provides the grantee an opportunity to measure and evaluate the progress which has been made toward the achievement of the grant objectives. It also enables the Foundation to continually evaluate the effectiveness and validity of its grants program. It also protects the grantee and the Foundation by formally recording an account of the activities and expenditures of the program. It will provide the information needed to substantiate the purpose for which the grant was made.

One copy of the Evaluative Report should be submitted to the Foundation office. The report should be in a concise narrative form as follows:

1. A one-page summary which includes the following information:
 - a. Moody Foundation grant number & amount of grant.
 - b. Brief description of purpose for which grant was made.
 - c. Date project was initiated and summary of activities completed.
 - d. Report the goals achieved by your organization in accomplishing the purposes for which the grant was made.

2. In addition to one-page summary, please provide the following information:
 - a. Statement indicating whether there were any changes or deviations from original grant proposal (if any).
 - b. Additional developments or extra benefits which occurred as a result of the project.
 - c. Conclusions or recommendations resulting from the experience of the project.
 - d. Plans for continuation of the project.

3. Financial statement concerning grant activities:
 - a. Total amount of funds raised
 - b. List of source of funds
 - c. How the funds were used
 - d. Amount of funds to be returned to the Foundation

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 03/18/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-015, suspending the May 4, 2020, effective date of the Proposal by CenterPoint Energy Resources Corp. D/B/A CenterPoint Energy Entex and CenterPoint Energy Gas- Texas Coast Division to implement Interim GRIP Rate Adjustments for Gas Utility Adjustment in 2018 (Management Services)

BACKGROUND

On March 5, 2020, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas-Texas Coast Division (“CenterPoint” or “Company”) filed an Interim Rate Adjustment (“GRIP”). The Company is seeking recovery of \$37,937,732 in invested capital. This will increase rates to residential customers by \$0.67 per month. The increases is currently scheduled to go into effect on May 4.

Under the GRIP statute cities may not challenge the Company’s request. The only action you may take is to suspend the effective date of the rate increase by 45 days. You have until May 4 to adopt a resolution suspending the date the rate increase would otherwise go into effect.

ANALYSIS

Purpose of the Resolution:

The purpose of the Resolution is to suspend the effective date of the rate increase by 45 days.

Explanation of “Be It Resolved” Paragraphs:

1. This section suspends the effective date of the requested rate increase by the maximum period allowed by law, 45 days.
2. This section provides that CenterPoint and counsel for Cities will be notified of the City’s action by sending a copy of the approved and signed Resolution to counsel.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 20-015

A RESOLUTION BY THE CITY OF TEXAS CITY, TEXAS SUSPENDING THE MAY 4, 2020 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – TEXAS COAST DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2018 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) in March 2020, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective May 4, 2020; and

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

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

SECTION 1: The May 4, 2020, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

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

PASSED AND ADOPTED this 18th day of March 2020.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (d)

Meeting Date: 03/18/2020

2020-077 Delivered Hot and Warm Mix Asphalt Annual Contract

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and Award a contract for Bid No. 2020-077 Delivered Hot and Warm Mix Asphalt Annual Contract.

BACKGROUND

On February 13 2020 bid packet were mailed out to area vendors. Bids were opened Wednesday, March 04, 2020 at 2 pm. The lowest responsible bidders meeting all the qualifications was Southern Crushed Concrete, LLC.

A bid tabulation is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to award Bid # 2020-077 Delivered Hot and Warm Mix Asphalt Annual Contract, to Southern Crushed Concrete, LLC, for the prices bid and that he Mayor be authorized to execute a contract on behalf of the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution
Exhibit A

RESOLUTION NO. 20-016

A RESOLUTION AWARDDING BID NUMBER 2020-077 AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR THE DELIVERY OF HOT AND WARM MIX ASPHALT ANNUAL CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on February 13, 2020, bid packets were mailed to area vendors for Bid No. 2020-077 Delivery of Hot and Warm Mix Asphalt Annual Contract; and

WHEREAS, bids were opened on March 4, 2020, and it is the recommendation of the Public Works Department that the bid be awarded to Southern Crushed Concrete, LLC., Houston, Texas.

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 contract by Southern Crushed Concrete, LLC. for Bid No. 2020-077 Delivery of Hot and Warm Mix Asphalt Annual Contract.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Southern Crush Concrete LLC. for the unit prices bid attached hereto as **Exhibit "A"**.

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 March 2020.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Kyle L. Dickson
City Attorney

City of Texas City

BID TABULATION

2020-077 DELIVERED HOT AND WARM MIX ASPHALT

Bid Opening: Wednesday, March 04, 2020 at 2 p.m.

<u>BIDDER</u>	Century Asphalt	Southern Crush Concrete LLC	Gulf Coast
TYPE "D" HOT MIX	\$62.90/Ton	\$60.83/Ton	\$66.40/Ton
TYPE "D" WARM MIX	\$62.90/Ton	\$60.83/Ton	\$66.40/Ton
TYPE "A" BLACK BASE	\$60.90/Ton	\$56.83	\$64.40/Ton

CITY COMMISSION REGULAR MTG

(7) (f)

Meeting Date: 03/18/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-018, approving and adopting CDBG-DR Civil Rights policies. (Emergency Management)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Attachment

RESOLUTION NO. 20-018

A RESOLUTION APPROVING AND ADOPTING CDBG-DR CIVIL RIGHTS POLICIES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City, Texas, (hereinafter referred to as “City of Texas City”) has been awarded a Community Development Block Grant - Disaster Recovery (CDBG-DR) grant from the Texas General Land Office (hereinafter referred to as “GLO”); and

WHEREAS, the City of Texas City, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-DR activity, on the basis of race, color, religion, sex, national origin, age, or disability; and

WHEREAS, the City of Texas City, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections; and

WHEREAS, the City of Texas City, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG-DR project area; and

WHEREAS, the City of Texas City, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations; and

WHEREAS, the City of Texas City, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG-DR project; and

WHEREAS, the City of Texas City, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the City of Texas City, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing; and

WHEREAS, the City of Texas City, has designated an overseer and will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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

SECTION 1: That the City Commission hereby adopts the following: Citizen Participation Plan and Grievance Procedures, Section 3 Policy, Excessive Force Policy, Limited English Proficiency (LEP) Standards Plan, Section 504 Policy and Grievance Procedures, Code of Conduct Policy, and Fair Housing Policy.

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 March 2020.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Kyle L. Dickson
City Attorney

**CITY OF TEXAS CITY
CITIZEN PARTICIPATION PLAN
TEXAS GENERAL LAND OFFICE (GLO)
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) PROGRAM**

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office's Community Development Block Grant – Disaster Recovery (CDBG-DR) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Texas City offices, 1801 9th Ave North, PO Box 2608, Texas City, TX 77592-2608, (Street Address), (409) 643-5923 (Phone) during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-DR project.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-DR project(s), whether it is a proposed, ongoing, or completed CDBG-DR project(s), may during regular business hours submit such complaint or grievance, in writing to the Mayor, at City of Texas City at 1801 9th Ave North, PO Box 2608, or may call (409) 643-5923.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-DR program for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG-DR funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH EFFORTS

The City shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-DR funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG-DR funds are proposed to be used;

2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-DR funds;
3. Furnish citizens information, including but not limited to:
 - a) the amount of CDBG-DR funds expected to be made available
 - b) the range of activities that may be undertaken with the CDBG-DR funds
 - c) the estimated amount of the CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons
 - d) if applicable, the proposed CDBG-DR activities likely to result in displacement and the entity's anti-displacement and relocation plan;
4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and
5. These outreach efforts may be accomplished through one or more of the following methods:
 - a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
 - b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
 - c) Posting of notice on the local entity website (if available);
 - d) Public Hearing; or
 - e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
 - i. Certified mail
 - ii. Electronic mail or fax
 - iii. First-class (regular) mail
 - iv. Personal delivery (e.g., at a Council of Governments [COG] meeting).

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by a CDBG-DR applicant or recipient, the following public hearing provisions shall be observed:

1. Furnish citizens information, including but not limited to:
 - (a) The amount of CDBG-DR funds available per application for Hurricane Harvey;
 - (b) The range of activities that may be undertaken with the CDBG-DR Hurricane Harvey funds;
 - (c) The estimated amount of the CDBG-DR Hurricane Harvey funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and
 - (d) The proposed CDBG-DR activities likely to result in displacement and the unit of general local government's antidisplacement and relocation plans required under 24 CFR 570.488.
2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.
5. City may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

Signature

Matthew T. Doyle, Mayor
Name, Title

Date

**LA CIUDAD DE TEXAS CITY
PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE RECUPERACIÓN DE DESASTRES EN ASIGNACIONES EN BLOQUES DE
DESARROLLO COMUNITARIO (CDBG-DR)**

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del La Oficina General de Tierras de Texas de Recuperación de Desastres en Asignaciones en Bloques de Desarrollo Comunitario (CDBG-DR) y los requisitos del gobierno local de Texas que se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de (Dirección postal City of Texas City, 1801 9th Ave North, PO Box 2608, Texas City, TX 77592-2608, (409) 643-5923, (teléfono) durante el horario de oficina.

A continuación se presentan los procedimientos formales de quejas y reclamos relacionados con los servicios prestados en el marco del proyecto CDBG-DR.

1. Una persona que tiene una queja o reclamo sobre cualquier servicios o actividad en relación con el proyecto CDBG-DR, ya sea un proyecto propuesto , en curso o completado de CDBG-DR, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito al Mayor, a City of Texas City, 1801 9th Ave North, PO Box 2608, Texas City, TX 77592-2608, (409) 643-5923.
2. Una copia de la queja o reclamo se transmitirá por el alcalde a la entidad que es encargada de la queja o reclamo y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que el reclamo fue recibida.
3. El alcalde deberá completará una investigación de la queja o reclamo, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la queja o reclamo dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de diez (10) días hábiles, la persona que hizo la queja o reclamo será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o reclamo y detallará cuando se deberá completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la CDBG-DR para su posterior revisión y comentarios.
6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado

ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos CDBG-DR. La Ciudad en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

ESFUERZOS PUBLICOS

La Ciudad proporcionará un aviso público razonable, evaluación, examen y un comentario sobre las actividades propuestas para el uso de fondos de CDBG-DR. Estos esfuerzos incluirán:

1. Proveer y fomentar la participación ciudadana, en particularmente por personas de ingresos bajos y moderados que residen en áreas marginales o deterioradas y áreas en las cuales se proponen utilizar fondos de CDBG-DR;
2. Asegurar que los ciudadanos tendrán acceso razonable y oportuno a las reuniones locales, información y registros relacionados con el uso propuesto y real de fondos de CDBG-DR por parte de la entidad;
3. Proporcionar información a los ciudadanos, incluyendo pero no limitado a:
 - a) la cantidad de fondos CDBG-DR que se espera estén disponibles
 - b) la gama de actividades que se pueden emprender con los fondos CDBG-DR
 - c) La cantidad estimada de los fondos CDBG-DR que se propone utilizar para actividades que cumplan el objetivo nacional de beneficio para personas de ingresos bajos y moderados
 - d) si corresponde, las actividades propuestas de CDBG-DR que puedan resultar en desplazamiento y el plan de anti-desplazamiento y reubicación de la entidad;
4. Proporcionar a los ciudadanos un aviso anticipado razonable y la oportunidad de comentar sobre las actividades propuestas en una solicitud al estado y, para las subvenciones ya realizadas, actividades que se proponen agregar, eliminar o cambiar sustancialmente de la aplicación de la entidad al estado. Cambios sustanciales significa cambios hechos en términos de propósito, alcance, ubicación o beneficiarios según lo definido por los criterios establecidos por el estado; y
5. Estos esfuerzos de divulgación pueden lograrse a través de uno o más de los siguientes métodos:
 - a) Publicación de un aviso en un periódico local: se puede utilizar un artículo de periódico publicado siempre que proporcione información suficiente sobre las actividades del programa y las fechas pertinentes;
 - b) Avisos destacados en edificios públicos y distribuidos a las Autoridades Locales de Vivienda y otros grupos comunitarios interesados;
 - c) Publicación de aviso en el sitio web de la entidad local (si está disponible);
 - d) Audiencia pública; o
 - e) Notificación individual a ciudades elegibles y otras entidades según sea aplicable usando uno o más de los siguientes métodos:
 - i. Correo certificado
 - ii. Correo electrónico o fax
 - iii. Correo de primera clase (regular)
 - iv. Entrega personal (por ejemplo, en una reunión del Consejo de Gobiernos [COG])

DISPOSICIONES PARA LA AUDIENCIA PÚBLICA

Para cada audiencia pública programada y conducida por un solicitante o receptor de CDBG-DR, se observarán las siguientes disposiciones de audiencia pública:

1. Proporcionar a los ciudadanos información, que incluye pero no se limita a:
 - a. La cantidad de fondos de CDBG-DR disponibles por solicitud para Huracán Harvey;
 - b. El rango de actividades que se pueden realizar con los fondos de la CDBG de Huracán Harvey;
 - c. El monto estimado de los fondos de CDBG-DR Huracán Harvey propuestos para ser utilizados en actividades que cumplirán el objetivo nacional de beneficiar a las personas de ingresos bajos y moderados; y
 - d. Las actividades propuestas de CDBG-DR que probablemente resulten en desplazamiento y la unidad de los planes generales de antidesubicación y reubicación del gobierno local requeridos bajo 24 CFR 570.488
2. El aviso público de cualquier audiencia debe ser publicado por lo menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe ser publicado en un periódico local. Cada aviso público DEBE incluir la FECHA, TIEMPO, LOCALIZACIÓN y TEMAS a ser considerados en la audiencia

pública. Un artículo de periódico publicado también puede usarse para cumplir este requisito, siempre y cuando cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben ser destacados en los edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados.

3. Cada audiencia pública se celebrará en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidades. Las personas con discapacidades deben ser capaces de asistir a las audiencias y el solicitante debe hacer arreglos para las personas que requieren ayudas o servicios auxiliares si se ponen en contacto por lo menos dos días antes de cada audiencia.
4. Cuando un número significativo de residentes que no hablan inglés puede ser razonablemente esperado para participar en una audiencia pública, un intérprete estará presente para acomodar las necesidades de los residentes que no hablan inglés.
5. La Ciudad puede conducir una audiencia pública a través de un seminario si también siguen las disposiciones anteriores. Si el seminario web se utiliza para llevar a cabo una audiencia pública, debe ponerse a disposición de los ciudadanos un lugar físico con adaptaciones razonables asociadas para garantizar que los individuos sin la tecnología necesaria puedan participar.
6. Si es aplicable, la localidad debe conservar la documentación de los avisos de audiencia, las listas de asistencia, las actas de las audiencias y cualquier otro registro referente al uso real de los fondos por un período de tres años después del cierre del proyecto. Dichos registros deben ponerse a disposición del público de conformidad con el Capítulo 552, Código del Gobierno.

Signature

Matthew T. Doyle, Alcalde de la ciudad
Name, Title

Fecha

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), the City of Texas City agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG-DR grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG-DR funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.
- G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Texas City, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Matthew T. Doyle, Mayor
Name, Title

Date

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Texas City hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Texas City to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Texas City to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Texas City will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Texas City, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Matthew T. Doyle, Mayor
Name, Title

Date

Over 5%

Limited English Proficiency Plan - 20-065-083-C236

Texas General Land Office

Community Development Block Grant-Disaster Recovery

Grant Subrecipient:	City of Texas City
Community Population:	47,262
LEP Population:	3,073 individuals 7%
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries	Spanish

Program activities to be accessible to LEP persons:

<input checked="" type="checkbox"/>	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
<input checked="" type="checkbox"/>	Publications regarding CDBG-DR application, grievance procedures, <i>complaint procedures</i> , <i>complaint procedures</i> , <i>answers to complaints</i> , <i>notices</i> , <i>notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input checked="" type="checkbox"/>	Other program documents: Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:

<input checked="" type="checkbox"/>	Translation services: available upon request
<input checked="" type="checkbox"/>	Interpreter services: available upon request with prior notice
	Other resources: _____

Language Assistance to be provided:

<input checked="" type="checkbox"/>	Translation (oral and/or written) of advertised notices and vital documents for: <u>Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.</u>
<input checked="" type="checkbox"/>	Referrals to community liaisons proficient in the language of LEP persons <u>Spanish-speaking liaisons are available upon request.</u>
<input checked="" type="checkbox"/>	Public meetings conducted in multiple languages: <u>Available upon request with two days advance notice.</u>
<input checked="" type="checkbox"/>	Notices to recipients of the availability of LEP services: <u>Included in translated notices.</u>
	Other services: _____

Signature - Chief Elected Official or Civil Rights Officer

Date

Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Texas City hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).

2. The City of Texas City does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.

3. The City of Texas City's recruitment materials or publications shall include a statement of this policy in 1. above.

4. The City of Texas City shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.

5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-DR program, the City of Texas City shall ensure that they are provided with the information necessary to understand and participate in the CDBG-DR program.

6. Grievances and Complaints

a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Texas City) to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

b. Complaints should be addressed to the Mayor, PO Box 2608, Texas City, TX, 77592-2608 or call (409) 643-5923, who has been designated to coordinate Section 504 compliance efforts.

c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.

g. The Section 504 coordinator shall maintain the files and records of the City of Texas City relating to the complaints files.

- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Texas City within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Texas City complies with Section 504 and HUD regulations.

Signature

Matthew T. Doyle, Mayor
Name, Title

Date

Code of Conduct Policy of the City of Texas City

As a Grant Recipient of a CDBG-DR contract the City of Texas City shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG-DR contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Texas City shall participate in the selection, award, or administration of a contract supported by CDBG-DR funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Texas City shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG-DR funds, that has any CDBG-DR function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG-DR activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-DR contract or award, or that is required to complete some or all work under the CDBG-DR contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-DR contract or award, or that is required to complete some or all work under the CDBG-DR contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG-DR awards may not participate in the selection, award, or administration of a contract supported by CDBG-DR funding.

Any alleged violations of these standards of conduct shall be referred to the City of Texas City Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Signature

Matthew T. Doyle, Mayor
Name, Title

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant (CDBG-DR) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

Fair Housing Policy

In accordance with Fair Housing Act, the City of Texas City hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Texas City agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Texas City agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Texas City will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Texas City, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Matthew T. Doyle, Mayor
Name, Title

Date

CITY COMMISSION REGULAR MTG

(7) (g)

Meeting Date: 03/18/2020

Engineering Services for the Texas Avenue Drainage Improvement Project - 5th Street to Bay Street

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approval of the execution of an engineering services agreement with ARKK Engineers, LLC. for the Texas Avenue Drainage Improvements Project - 5th Street to Bay Street.

BACKGROUND

ARKK Engineers, LLC. has submitted an Agreement For Services for the Texas Avenue Drainage Improvement Project - 5th Street to Bay Street, for the sum of \$271,172.00. This includes : Design Phase, Surveying, Geotechnical Investigation, Storm Water Pollution Prevention Plan, Reproduction, Bid Phase Services, Construction Administration Services, Construction Support Services, Construction Materials and Testing.

A copy of the agreement is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute this Agreement For Services with ARKK Engineers, LLC., on behalf of the City Commission, for engineering services for engineering services for the Texas Avenue Drainage Improvement Project - 5th Street to Bay.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 2020, 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 and Construction Phase Services for the City of Texas City's "**Texas Avenue Drainage Improvement Project – 5th Street to Bay Street**" ("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 reproducible 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: **\$271,172.00** for Design, Bid, 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"

March 9, 2020

Mr. Jack Haralson
Director of Public Works
City of Texas City
301 6th Street North
Texas City, Texas 77592

Re: Proposal for Engineering Design and Construction Phase Services for City of Texas City's
"Texas Avenue Drainage Improvement Project – 5th Street to Bay Street"
Funded by CDBG – Disaster Recovery funding through GLO Community Development & Revitalization
City of Texas City, Texas

Dear Mr. Haralson:

ARRK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design and construction phase services for the above referenced project. This project is funded through the Disaster Recovery funding through GLO Community Development & Revitalization grant through the Community Development Block Grant Program (CDBG). This proposal is based on our understanding of the project as discussed in our previous meetings and conversations with City staff. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

This project involves providing engineering design and construction phase services for the installation of a drainage relief storm sewer pipeline. The storm sewer pipeline would begin on its upstream end near the intersection of Texas Avenue and 5th Street, and outfall into an existing major underground storm sewer pipeline located at the intersection of Texas Avenue and Bay Street, for a total distance of approximately 2,400 linear feet. The proposed storm sewer pipeline along Texas Avenue would intercept and collect drainage flow from an existing 44"x25" Arch Pipe storm sewer at 5th Street, and other north-south running streets along the route, and convey the collected flow eastward along Texas Avenue to discharge into an existing 3 – 6'x6' storm sewer box culverts at Bay Street. The drainage area to be served by this new storm sewer extends north from Texas Avenue between 5th Street and 4th Street up to 5th Ave. N. The construction budget allocated by CDBG for this project is \$1,807,814.

A budget for providing limited construction observation services is included in this proposal. This budget is based on a project representative on-site an average 20 hours/week for the 6 month project's construction duration. During construction of this project, the City of Texas City will provide additional City staff to assist and aid in observing the progress of construction.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as associated Surveying and Geotechnical services necessary to support the project. The environmental review required for this project will be performed by GrantWorks, Inc. as part of their services. This proposal is separated into Basic Services (civil engineering services) and Special Services.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Research and gather existing relevant data on the project such as existing utility information, pipeline crossings, as available.
- Coordinate with private utility companies, and other entities that may be involved to obtain information on their existing facilities and requirements that may impact this project. Coordinate with utility companies on potential conflicts with the proposed improvements.
- Coordinate with the surveying firm and authorize the topographic survey for the project.
- Plot survey data of the proposed alignment.
- Provide design for the improvements proposed in the project area.
- Obtain any available record drawings from the City.
- Coordinate with other governmental entities which may be impacted by the project.
- Prepare project specifications, bid documents, and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide two (2) draft sets of plans and specifications for review and comments.
- Incorporate appropriate comments from pertinent entities into the final bid documents.

- Complete coordination with other governmental entities or utility agencies in regard to the project. Assist the City in obtaining and/or securing approvals required by all governmental authorities with jurisdiction over the design and/or the operation of the project and public and private utilities affected by this project. This assistance will involve the usual expected coordination and approval process. When the process involves work beyond the expected, such as special designs, appearances at special meetings, coordination of utility/pipeline excavation efforts, permitting applications, etc., such work would be considered under the Additional Services portion of this proposal.
- Prepare an engineer's cost estimate for the project.
- Furnish two (2) sets of construction documents to the City.

B. Special Services - Design Phase

1. Storm Water Pollution Prevention Plan

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) design drawings in accordance with the Texas National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from construction.

2. Survey Services

- Conduct topographic survey of the project alignment.
- Include surface features along the project route and measure downs on inlets, manholes and water valves and roadway cross-sections at periodic intervals.

3. Geotechnical Services

- Perform a geotechnical investigation of the project area. A budget for 60 V.F. of soil borings is included in this proposal.
- Utilize a geotechnical subconsultant mutually agreeable to the City and ARKK.

4. Reproduction

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

II. BID PHASE SERVICES

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

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Administration Services

- Prepare construction contracts for execution by the Contractor and the City.
- 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 digital record plans based on the Contractor's red line marked up as-built drawings.

B. Special Services – Construction Phase

1. Construction Support Services

- Periodically observe the progress of construction activities and to assist in the interpretation of plans and specifications. The estimated construction contract duration for the project is estimated to be 6 months. The construction observation budget allocated for this project is based on providing one (1) project representative an average 20 hours/week for the 6 month construction duration. During construction of this project, the City of Texas City will provide additional City staff to assist and aid in observing the progress of construction.
- ARKK's representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- Provide engineering and technical office personnel support during the construction phase.
- This support will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

- ARKK’s representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- ARKK’s representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- ARKK staff will process daily reports and other administrative office duties.

2. 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 and ARKK will be utilized as a subcontractor to ARKK to perform the testing services. The City has the option to contract directly with the materials testing firm.

FEE

Design Phase Services: lump sum amount of	\$139,924.00
*Surveying: Subcontractor’s Cost plus 10%	\$17,500.00
*Geotechnical Investigation: Subcontractor’s Cost plus 10%	\$5,500.00
Storm Water Pollution Prevention Plan: lump sum amount of	\$750.00
Reproduction: lump sum amount of:	\$500.00
Bid Phase Services - Lump Sum Amount of:	\$1,750.00
Construction Administration Services: Lump Sum Amount of:	\$ 36,981.00
*Construction Support Services: (Hourly and cost plus 10%):	\$57,267.00
*Construction Materials Testing Budget: (Cost plus 10%)	<u>\$11,000.00</u>
TOTAL FEE:	\$271,172.00

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

Hourly charges for office personnel shall be charged based on a raw labor rates times a multiplier of 2.99, reimbursable expenses will be charged at cost plus 10% and mileage will be charged at the current IRS prevailing rate. The construction support fee includes hourly costs for a project site representative, and vehicle charges of \$35.00 per day. Hourly charges for the project Site Representative shall be charged based on a raw labor rate times a multiplier of 2.70.

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

Sincerely,
ARKK ENGINEERS, LLC.



Madhu Kilambi, P.E.
Senior Project Manager / Principal

ATTACHMENT "B"

INSURANCE LIMITS

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

CITY COMMISSION REGULAR MTG

(7) (h)

Meeting Date: 03/18/2020

Bid #2020-373 14th Street Ditch Improvement Project

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award a contract for bid # 2020-373 14th Street Ditch Improvement Project.

BACKGROUND

On February 11, 2020 bid packets were made available to local area vendor and bids were received from 7 vendors. Were opened on February 27, 2020. The lowest responsible bidder is Mar-Con Services from Pasadena, Texas.

A letter of recommendation and bid tabulation are attached for your review.

ANALYSIS

It is the recommendation of ARKK Engineers LLC., and the Public Works Department, to award the 14th Street Ditch Improvements Project to Mar-Con Services LLC., for the total bid amount of \$1,389,482.50 and that the Mayor is authorized to execute a contract on behalf of the Commission. We further request that the Mayor is authorized to approve any change order, not to exceed 25%, without bringing the matter before Commission .

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A



March 9, 2020

Mr. Jack Haralson
Director of Public Works
City of Texas City
301 6th Street North
Texas City, Texas 77592

Re: **Letter of Recommendation for 14th Street Ditch Improvement Project**
BID #2020-373 - City of Texas City
ARKK Job No. 19-038

Dear Mr. Haralson:

On February 27, 2020, seven (7) bids were received for the above referenced project. Prospective bidders provided pricing for the Base Bid and one (1) Add Alternate bid. The base bid involves construction of approximately 8,500 square yards of 5-inch thick concrete-lined ditch along 14th Street from 8th Avenue South to Loop 197. The Add Alternate bid includes the construction of approximately 2,900 square yards of 5-inch of concrete-lined ditch along 14th Street from 4th Avenue South to 8th Avenue South.

1. Bid Tabulation Sheet – Seven (7) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. A bid was received from WadeCon, LLC but was not considered for award due to WadeCon’s past performance issues on a previous major City infrastructure project. WadeCon LLC’s (previously Menade Inc.) management had previously been awarded a major paving and drainage improvement project (15th Street Improvements) for the City of Texas City, and the overall work performed did not meet City’s expectations. Due to the critical nature of this project, and City’s experience with WadeCon, LLC, the bid from WadeCon, LLC was not considered for award and is not included as part of the bid tabulation.
2. As discussed with the City of Texas City, the Total Bid (Base Bid + Add Alternate bid) was utilized as a basis for award of the contract. The bids for the project are as follows:

<u>BIDDER</u>	<u>TOTAL BID</u> <u>Base Bid plus Add</u> <u>Alternate No. 1</u>
Mar-Con Services	\$ 1,389,482.50
SER Construction Partners	\$ 1,479,506.00
Lee Land Bradley Construction	\$ 1,563,430.00
Teamwork	\$ 1,633,630.00
TLC Construction	\$ 2,146,592.00
Millis Equipment	\$ 2,195,511.00

Mar-Con Services, the lowest qualified bidder, has shown that they have the necessary experience to perform this type of work, and have successfully completed similar channel paving and drainage improvement projects for other governmental agencies in the area. Please note that our evaluation of the bids did not include an evaluation of the financial standing of Mar-Con Services.

ARKK Engineers met with Mar-Con Services' management team to discuss the project and the City's expectations. Mar-Con Services has indicated that they have the personnel and experience to complete the work successfully.

Mar-Con Services appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the **14th Street Ditch Improvement Project to Mar-Con Services for a total amount of \$1,389,482.50.**

If you have any questions, please contact me.

Sincerely,
ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.
Senior Project Manager

14th Street Ditch Improvement Project

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER											
				Mar-Con Services, LLC		SER Construction Partners, LLC		Leland Bradlee Construction, Inc.		Teamwork Construction Services, Inc.		TLC Construction Construction Contract Services		Millis Equipment, LLC	
BASE BID ITEMS:															
1	Traffic Control and Regulation, Complete in Place, the Sum of:	LS	1	\$ 158,286.00	\$ 158,286.00	\$ 120,000.00	\$ 120,000.00	\$ 50,000.00	\$ 50,000.00	\$ 6,500.00	\$ 6,500.00	\$ 330,336.00	\$ 330,336.00	\$ 21,190.21	\$ 21,190.21
2	Stormwater Pollution Prevention Plan, Complete in Place, the Sum of:	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 10,110.00	\$ 10,110.00	\$ 15,000.00	\$ 15,000.00	\$ 4,950.00	\$ 4,950.00	\$ 15,469.00	\$ 15,469.00	\$ 12,009.10	\$ 12,009.10
3	Critical Locates, Utilities & Pipelines, Including Hydro-Excavation, Complete in Place, the Sum of:	LS	1	\$ 18,400.00	\$ 18,400.00	\$ 51,661.00	\$ 51,661.00	\$ 50,000.00	\$ 50,000.00	\$ 9,950.00	\$ 9,950.00	\$ 46,470.00	\$ 46,470.00	\$ 136,934.82	\$ 136,934.82
4	18-inch RCP, Complete in Place, the Sum of:	LF	80	\$ 145.00	\$ 11,600.00	\$ 141.00	\$ 11,280.00	\$ 50.00	\$ 4,000.00	\$ 94.00	\$ 7,520.00	\$ 137.00	\$ 10,960.00	\$ 224.70	\$ 17,976.00
5	24-inch RCP, Complete in Place, the Sum of:	LF	20	\$ 188.50	\$ 3,770.00	\$ 149.00	\$ 2,980.00	\$ 60.00	\$ 1,200.00	\$ 169.00	\$ 3,380.00	\$ 159.00	\$ 3,180.00	\$ 251.64	\$ 5,032.80
6	6 x 4 Reinforced Concrete Box Culvert, Complete in Place, the Sum of:	LF	50	\$ 500.00	\$ 25,000.00	\$ 503.00	\$ 25,150.00	\$ 1,500.00	\$ 75,000.00	\$ 895.00	\$ 44,750.00	\$ 646.00	\$ 32,300.00	\$ 576.40	\$ 28,820.00
7	Seal Slab, 4" thick unreinforced concrete, 1500 psi 7 day compressive strength, Complete in Place, the Sum of:	SY	2,270	\$ 26.20	\$ 59,474.00	\$ 33.00	\$ 74,910.00	\$ 62.00	\$ 140,740.00	\$ 48.00	\$ 108,960.00	\$ 29.00	\$ 65,830.00	\$ 49.49	\$ 112,342.30
8	5" Thick Concrete Lined Ditch including excavation, Complete in Place, the Sum of:	SY	8,420	\$ 63.30	\$ 532,986.00	\$ 75.50	\$ 635,710.00	\$ 65.00	\$ 547,300.00	\$ 88.00	\$ 740,960.00	\$ 99.00	\$ 833,580.00	\$ 104.05	\$ 876,101.00
9	Channel Excavation and Over-Excavation, Complete in Place, the Sum of:	CY	3,040	\$ 34.70	\$ 105,488.00	\$ 18.00	\$ 54,720.00	\$ 20.00	\$ 60,800.00	\$ 28.00	\$ 85,120.00	\$ 39.00	\$ 118,560.00	\$ 49.80	\$ 151,392.00
10	Brought-in Channel Fill, Complete in Place, the Sum of:	CY	20	\$ 25.60	\$ 512.00	\$ 23.00	\$ 460.00	\$ 100.00	\$ 2,000.00	\$ 42.00	\$ 840.00	\$ 36.00	\$ 720.00	\$ 52.47	\$ 1,049.40
11	Remove and Replace 6" Concrete Driveway, Complete in Place, the Sum of:	SY	80	\$ 65.30	\$ 5,224.00	\$ 69.00	\$ 5,520.00	\$ 60.00	\$ 4,800.00	\$ 124.00	\$ 9,920.00	\$ 131.00	\$ 10,480.00	\$ 118.60	\$ 9,488.00
12	Remove and Replace 6" Crushed Concrete Driveway, Complete in Place, the Sum of:	SY	110	\$ 27.40	\$ 3,014.00	\$ 24.00	\$ 2,640.00	\$ 50.00	\$ 5,500.00	\$ 98.00	\$ 10,780.00	\$ 27.00	\$ 2,970.00	\$ 48.51	\$ 5,336.10
13	Concrete Headwall and Wingwall Structure - Station 14+25 (for Proposed 6x4 Box Culvert) Complete in Place, the Sum of:	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 7,681.00	\$ 7,681.00	\$ 8,000.00	\$ 8,000.00	\$ 9,850.00	\$ 9,850.00	\$ 8,467.00	\$ 8,467.00	\$ 12,743.39	\$ 12,743.39
14	Concrete Headwall and Wingwall Structure - Station 14+70 (for Proposed 6x4 Box Culvert) Complete in Place, the Sum of:	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 7,681.00	\$ 7,681.00	\$ 8,000.00	\$ 8,000.00	\$ 9,850.00	\$ 9,850.00	\$ 8,467.00	\$ 8,467.00	\$ 12,743.39	\$ 12,743.39
15	Concrete Retaining Wall - Station 27+53 (for existing 2 - 6x3 Box culverts and 1 - existing 3x3 box culvert)	LS	1	\$ 11,500.00	\$ 11,500.00	\$ 17,900.00	\$ 17,900.00	\$ 20,000.00	\$ 20,000.00	\$ 9,850.00	\$ 9,850.00	\$ 7,818.00	\$ 7,818.00	\$ 12,638.78	\$ 12,638.78
16	Concrete Retaining Wall - Station 27+73 (for existing 3x3 box culvert and existing 24 inch culvert)	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 8,773.00	\$ 8,773.00	\$ 10,000.00	\$ 10,000.00	\$ 9,850.00	\$ 9,850.00	\$ 6,518.00	\$ 6,518.00	\$ 9,186.11	\$ 9,186.11
17	Remove & Salvage Fire Hydrant & Abandon Existing Water Valve Box, Complete in Place, the Sum of:	EA	9	\$ 600.00	\$ 5,400.00	\$ 703.00	\$ 6,327.00	\$ 100.00	\$ 900.00	\$ 495.00	\$ 4,455.00	\$ 26.00	\$ 234.00	\$ 1,297.99	\$ 11,681.91
18	Connect Existing Storm Sewer to Concrete Lined Ditch (all sizes), Complete in Place, the Sum of:	EA	8	\$ 400.00	\$ 3,200.00	\$ 392.00	\$ 3,136.00	\$ 1,000.00	\$ 8,000.00	\$ 695.00	\$ 5,560.00	\$ 815.00	\$ 6,520.00	\$ 2,384.68	\$ 19,077.44
TOTAL BASE BID ITEMS:					\$ 966,754.00		\$ 1,046,639.00		\$ 1,011,240.00		\$ 1,083,045.00		\$ 1,508,879.00		\$ 1,455,742.75
ADD ALTERNATE NO. 1 ITEMS:															
19	Traffic Control and Regulation, Complete in Place, the Sum of:	LS	1	\$ 42,638.00	\$ 42,638.00	\$ 9,558.00	\$ 9,558.00	\$ 25,000.00	\$ 25,000.00	\$ 5,950.00	\$ 5,950.00	\$ 62,275.00	\$ 62,275.00	\$ 15,804.88	\$ 15,804.88
20	Stormwater Pollution Prevention Plan, Complete in Place, the Sum of:	LS	1	\$ 1,300.00	\$ 1,300.00	\$ 885.00	\$ 885.00	\$ 1,500.00	\$ 1,500.00	\$ 4,950.00	\$ 4,950.00	\$ 12,969.00	\$ 12,969.00	\$ 3,656.66	\$ 3,656.66
21	Critical Locates, Including Hydro-Excavation, Complete in Place, the Sum of:	LS	1	\$ 6,130.00	\$ 6,130.00	\$ 17,220.00	\$ 17,220.00	\$ 10,000.00	\$ 10,000.00	\$ 9,950.00	\$ 9,950.00	\$ 46,470.00	\$ 46,470.00	\$ 55,346.69	\$ 55,346.69
22	Adjust existing water valve box to grade, Complete in Place, the Sum of:	EA	1	\$ 151.00	\$ 151.00	\$ 430.00	\$ 430.00	\$ 1,000.00	\$ 1,000.00	\$ 295.00	\$ 295.00	\$ 238.00	\$ 238.00	\$ 584.35	\$ 584.35
23	18-inch RCP, Complete in Place, the Sum of:	LF	20	\$ 152.00	\$ 3,040.00	\$ 117.00	\$ 2,340.00	\$ 50.00	\$ 1,000.00	\$ 94.00	\$ 1,880.00	\$ 143.00	\$ 2,860.00	\$ 240.01	\$ 4,800.20
24	24-inch RCP, Complete in Place, the Sum of:	LF	20	\$ 170.00	\$ 3,400.00	\$ 150.00	\$ 3,000.00	\$ 60.00	\$ 1,200.00	\$ 169.00	\$ 3,380.00	\$ 159.00	\$ 3,180.00	\$ 258.00	\$ 5,160.00
25	48-inch RCP, Complete in Place, the Sum of:	LF	20	\$ 169.00	\$ 3,380.00	\$ 278.00	\$ 5,560.00	\$ 150.00	\$ 3,000.00	\$ 236.00	\$ 4,720.00	\$ 324.00	\$ 6,480.00	\$ 349.65	\$ 6,993.00
26	Seal Slab, 4" thick unreinforced concrete, 1500 psi 7 day compressive strength, Complete in Place, the Sum of:	SY	840	\$ 26.20	\$ 22,008.00	\$ 33.00	\$ 27,720.00	\$ 62.00	\$ 52,080.00	\$ 48.00	\$ 40,320.00	\$ 30.00	\$ 25,200.00	\$ 49.49	\$ 41,571.60
27	5" Thick Concrete Lined Ditch including channel excavation, Complete in Place, the Sum of:	SY	2,480	\$ 63.30	\$ 156,984.00	\$ 77.50	\$ 192,200.00	\$ 65.00	\$ 161,200.00	\$ 88.00	\$ 218,240.00	\$ 89.00	\$ 220,720.00	\$ 107.58	\$ 266,798.40
28	Channel Excavation and Over-Excavation, Complete in Place, the Sum of:	CY	1,175	\$ 17.50	\$ 20,562.50	\$ 18.00	\$ 21,150.00	\$ 30.00	\$ 35,250.00	\$ 28.00	\$ 32,900.00	\$ 37.00	\$ 43,475.00	\$ 49.80	\$ 58,515.00
29	Removal and Adjustment of Concrete Foundations, Complete in Place, the Sum of:	EA	4	\$ 1,016.00	\$ 4,064.00	\$ 895.00	\$ 3,580.00	\$ 3,000.00	\$ 12,000.00	\$ 995.00	\$ 3,980.00	\$ 361.00	\$ 1,444.00	\$ 2,827.87	\$ 11,311.48
30	Concrete Headwall and Wingwall Structure - Station 29+22 (for Existing 2-36" Storm Culvert) Complete in Place, the Sum of:	LS	1	\$ 6,400.00	\$ 6,400.00	\$ 8,180.00	\$ 8,180.00	\$ 20,000.00	\$ 20,000.00	\$ 9,850.00	\$ 9,850.00	\$ 6,263.00	\$ 6,263.00	\$ 9,682.96	\$ 9,682.96
31	Concrete Headwall and Wingwall Structure - Station 30+06 (for Existing 2-36" Storm Culvert) Complete in Place, the Sum of:	LS	1	\$ 6,400.00	\$ 6,400.00	\$ 8,565.00	\$ 8,565.00	\$ 20,000.00	\$ 20,000.00	\$ 9,850.00	\$ 9,850.00	\$ 6,344.00	\$ 6,344.00	\$ 9,682.96	\$ 9,682.96
32	Concrete Headwall and Wingwall Structure - Station 31+62 (for Existing 2-36" Storm Culvert) Complete in Place, the Sum of:	LS	1	\$ 6,400.00	\$ 6,400.00	\$ 8,565.00	\$ 8,565.00	\$ 20,000.00	\$ 20,000.00	\$ 9,850.00	\$ 9,850.00	\$ 6,529.00	\$ 6,529.00	\$ 9,682.96	\$ 9,682.96
33	Concrete Headwall and Wingwall Structure - Station 32+19 (for Existing 2-36" Storm Culvert) Complete in Place, the Sum of:	LS	1	\$ 6,400.00	\$ 6,400.00	\$ 8,565.00	\$ 8,565.00	\$ 20,000.00	\$ 20,000.00	\$ 9,850.00	\$ 9,850.00	\$ 6,529.00	\$ 6,529.00	\$ 9,682.96	\$ 9,682.96
34	Concrete Headwall and Wingwall Structure - Station 36+11 (for Existing 2-36" Storm Culvert) Complete in Place, the Sum of:	LS	1	\$ 6,400.00	\$ 6,400.00	\$ 8,565.00	\$ 8,565.00	\$ 20,000.00	\$ 20,000.00	\$ 9,850.00	\$ 9,850.00	\$ 6,529.00	\$ 6,529.00	\$ 9,682.96	\$ 9,682.96
35	Concrete Headwall and Wingwall Structure - Station 36+55 (for Existing 2-36" Storm Culvert) Complete in Place, the Sum of:	LS	1	\$ 6,400.00	\$ 6,400.00	\$ 8,565.00	\$ 8,565.00	\$ 20,000.00	\$ 20,000.00	\$ 9,850.00	\$ 9,850.00	\$ 6,529.00	\$ 6,529.00	\$ 9,682.96	\$ 9,682.96
36	Concrete Headwall and Wingwall Structure - Station 40+08 (for Existing 2-24" Storm Culvert) Complete in Place, the Sum of:	LS	1	\$ 6,400.00	\$ 6,400.00	\$ 8,565.00	\$ 8,565.00	\$ 20,000.00	\$ 20,000.00	\$ 9,850.00	\$ 9,850.00	\$ 4,245.00	\$ 4,245.00	\$ 8,840.79	\$ 8,840.79
37	Safety End Treatment for 48" Culverts	EA	4	\$ 6,000.00	\$ 24,000.00	\$ 3,500.00	\$ 14,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,200.00	\$ 16,800.00	\$ 7,610.00	\$ 30,440.00	\$ 4,918.25	\$ 19,673.00
38	Connect Existing Storm Sewer to Concrete Lined Ditch (all sizes), Complete in Place, the Sum of:	EA	6	\$ 400.00	\$ 2,400.00	\$ 423.00	\$ 2,538.00	\$ 1,000.00	\$ 6,000.00	\$ 695.00	\$ 4,170.00	\$ 816.00	\$ 4,896.00	\$ 2,384.68	\$ 14,308.08
39	4-foot diameter precast sanitary sewer manhole w/ SewperCoat wall liner per Detail, Complete in Place,	EA	1	\$ 3,182.00	\$ 3,182.00	\$ 6,725.00	\$ 6,725.00	\$ 7,500.00	\$ 7,500.00	\$ 7,450.00	\$ 7,450.00	\$ 8,907.00	\$ 8,907.00	\$ 7,166.80	\$ 7,166.80
40	Abandon Existing 4' Diameter Sanitary Sewer Manhole, includes plugging of existing sewer line, Complete	EA	1	\$ 648.00	\$ 648.00	\$ 978.00	\$ 978.00	\$ 3,000.00	\$ 3,000.00	\$ 7,295.00	\$ 7,295.00	\$ 1,973.00	\$ 1,973.00	\$ 837.32	\$ 837.32
41	Slipline existing 12" Sanitary Sewer, Complete in Place, the Sum of	LF	320	\$ 140.00	\$ 44,800.00	\$ 59.00	\$ 18,880.00	\$ 10.00	\$ 3,200.00	\$ 158.00	\$ 50,560.00	\$ 137.00	\$ 43,840.00	\$ 186.95	\$ 59,824.00
42	6" PVC Sanitary Sewer Service Line, includes Reconnection to existing service line w/ clean out at ROW	LS	1	\$ 1,031.00	\$ 1,031.00	\$ 4,333.00	\$ 4,333.00	\$ 8,500.00	\$ 8,500.00	\$ 2,495.00	\$ 2,495.00	\$ 2,728.00	\$ 2,728.00	\$ 3,333.73	\$ 3,333.73
TOTAL ADD ALTERNATE NO. 1 ITEMS:					\$ 384,518.50		\$ 390,667.00		\$ 475,430.00		\$ 484,285.00		\$ 561,063.00		\$ 642,623.74
SUPPLEMENTAL BID ITEMS:															
43	Additional Channel Excavation and Over-Excavation, Complete in Place, the Sum of:	CY	1,250	\$ 8.00	\$ 10,000.00	\$ 11.00	\$ 13,750.00	\$ 30.00	\$ 37,500.00	\$ 28.00	\$ 35,000.00	\$ 37.00	\$ 46,250.00	\$ 51.42	\$ 64,275.00
44	Additional Brought-in Channel Fill, Complete in Place, the Sum of:	CY	150	\$ 21.40	\$ 3,210.00	\$ 23.00	\$ 3,450.00	\$ 100.00	\$ 15,000.00	\$ 42.00	\$ 6,300.00	\$ 36.00	\$ 5,400.00	\$ 52.47	\$ 7,870.50
45	Cash Allowance for Miscellaneous Items, as Directed by the Engineer, Complete in Place, the Sum of:	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL SUPPLEMENTAL BID ITEMS:					\$ 38,210.00		\$ 42,200.00		\$ 77,500.00		\$ 66,300.00		\$ 76,650.00		\$ 97,145.50
TOTAL BASE BID ITEMS:					\$ 966,754.00		\$ 1,046,639.00		\$ 1,011,240.00		\$ 1,083,045.00		\$ 1,508,879.00		\$ 1,455,742.75
TOTAL ADD ALTERNATE BID NO.1 ITEMS:					\$ 384,518.50		\$ 390,667.00		\$ 475,430.00		\$ 484,285.00		\$ 561,063.00		\$ 642,623.74
TOTAL SUPPLEMENTAL ITEMS:					\$ 38,210.00		\$ 42,200.00		\$ 77,500.00		\$ 66,300.00		\$ 76,650.00		\$ 97,145.50
TOTAL BASE BID + SUPPLEMENTAL ITEMS:					\$ 1,004,960.00		\$ 1,088,839.00		\$ 1,088,740.00		\$ 1,149,345.00		\$ 1,585,529.00		\$ 1,552,888.25
RECOMMENDATION: TOTAL BASE BID + SUPPLEMENTAL + ADD ALTERNATE NO. 1 :					\$ 1,389,482.50		\$ 1,479,506.00		\$ 1,564,170.00		\$ 1,633,630.00				

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 03/18/2020

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. 20-10, amending the City's fiscal year 2019-2020 budget to appropriate additional funds for purchase of a lift gate system for the City's high water rescue vehicle. (Finance)

BACKGROUND

Texas City Fire Department received a grant in the amount of \$15,000.00 from the Moody Foundation to be used to purchase a lift gate system to be installed on the City's high water rescue vehicle. This \$15,000, in addition to the \$15,000 grant from Wink to Webster Pipeline LLC First Responder Grant Program (Resolution 19-122 and Ordinance 20-04, commission meetings 11/15/2019 and 01/15/2020, respectively), will be used to purchase the lift gate system.

See Resolution 20-014, commission meeting 03/18/2020.

ANALYSIS

Budget Amendment:

Capital Equipment Replacement Fund (Fund 602); Fire Department (202):

Operating Equipment & Vehicles \$15,000.00

Grant Revenue (\$15,000.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

Ord 14-03

Meeting Date: 03/18/2020

Consider approval of a request to amend the City of Texas City’s fiscal year 2019-20 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 City of Texas City’s fiscal year 2019-20 budget.

BACKGROUND

A budget amendment is needed to accept JAG Grant funds and appropriate those funds for Texas City Police Department tactical patrol equipment. Equipment listing is attached.

JAG Grant is a reimbursement grant administered by Galveston County.

ANALYSIS

Budget amendment is as follows:

JAG Fund (Fund 221); Police Dept - 201 :

Equipment	\$21,273.00
Grant Revenue	(\$21,273.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

JAG Grant

From: Thomas, Elizabeth [<mailto:Elizabeth.Thomas@co.galveston.tx.us>]
Sent: Wednesday, March 04, 2020 8:31 AM
To: Jess Colwell <jcolwell@texascitytx.gov>
Cc: Gentile, James <James.Gentile@galvestoncountytexas.gov>; Sarvis, Crystal <Crystal.Sarvis@co.galveston.tx.us>; Ray, Susmita <Susmita.Ray@co.galveston.tx.us>; Paz, Jocelyn <Jocelyn.Paz@co.galveston.tx.us>
Subject: [EXTERNAL] JAG Funds 2017 - 2018 - 2019

**** EXTERNAL EMAIL ****

Good Morning, Jess.

Below are tables showing your JAG grant funds. **The 2017 funds will expire in September** of this year so we need to move forward to get all purchase done and invoices and proof of payment sent to me so we can complete the grant on time and not lose any funds.

Please respond by March 15th to confirm your intent to utilize these funds (2017, 2019).

JAG FUNDING HISTORY

- FY 2016 – These funds were completely expended last year and the grant was closed-out.
- FY 2017 – These funds are available now and will **expire in six months (September, 2020)**. Please spend these funds now and submit your reimbursement documents.
- FY 2018 – Texas City was not eligible in 2018
- FY 2019 – These funds should be available for us to reimburse you soon.
- FY 2020 – We will make application for these funds this summer.

2016 – COMPLETE

2016 – COMPLETE		General Patrol Equipment		\$10,814.00
City of Texas City JAG Allocation Amount				
<p>The Texas City Police Department is looking to purchase Tactical Equipment and Tactical Patrol Equipment. This equipment may include items such as tactical patrol specialized uniforms, tactical patrol bags, and special equipment. The proposed equipment will outfit tactical patrol units enhancing the officers' safety and effectiveness of their crime suppression and reduction efforts. Texas City will be responsible for any amount over the agreed distribution amount of \$10,814.00.</p>				
Item	Cost per Unit	Number of Units	Total Cost	
5.11 Pants	\$49.99	108	\$4,293.00	
Polo Shirt with Department Logo	\$40.00	108	\$4,320.00	
Digital Camera with Memory	\$119.88	20	\$2,397.60	

Card			
			TOTAL
			\$11,010.60

HAS TO BE SPENT BY SEPTEMBER, 2020

2017 – Available Now	Tactical Patrol Equipment		\$10,080.00
City of Texas City JAG Allocation Amount			
<p>The City of Texas City is looking to purchase patrol officer anti-riot control shields and face shields, as well as body armor. This equipment may include items such as: tactical patrol specialized uniforms, tactical patrol bags, and special equipment. The proposed equipment will enhance the officer's safety and effectiveness of their crime suppression and reduction efforts. Texas City will be responsible for any amount over the agreement distribution amount of \$10,080.00.</p>			
Item	Cost per Unit	Number of Units	Total Cost
Anti-Riot Control Shields	\$116.80	48	\$5,606.40
Face Shields	\$72.95	48	\$3,501.60
Patrol Body Armor Vests	\$625.00	2	\$1,250.00
TOTAL			\$10,358.00

2018 – Not available	Tactical Patrol Equipment		\$0.00
City of Texas City JAG Allocation Amount			
<p>Texas City was not eligible in 2018.</p>			
Item	Cost per Unit	Number of Units	Total Cost
			\$0.00

2019 – Available	Tactical Patrol Equipment		\$11,193.00
City of Texas City JAG Allocation Amount			
<p></p>			
Item	Cost per Unit	Number of Units	Total Cost
Tourniquets and Tourniquet Holders	\$60.00	18	\$1,080.00
Streamlight Stringer LED	\$111.00	18	\$1,998.00

Flashlights with Standard Chargers			
Digital Camera with Accessory Bundle	\$112	18	\$2,016.00
Law Enforcement Ballistic Helmets	\$270.00	15	\$4,050.00
Officer Medical Kits with Gauze	\$114.00	18	\$2,062
TOTAL			\$11,193.00



Betsy Thomas

Grants Administrator
 Grants Administration, County of Galveston County 722 Moody – Suite 317
 Galveston, Texas 77550
 409.770.5355
Elizabeth.thomas@co.galveston.tx.us

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CITY COMMISSION REGULAR MTG

(8) (c)

Meeting Date: 03/18/2020

Amend fiscal year 2019-20 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 City of Texas City's fiscal year 2019-20 budget.

BACKGROUND

A budget amendment is needed to appropriate funds for the Texas City Economic Development Corporation (TCEDC) reimbursement agreement with Jerome Karam, owner of Mainland City Centre (formerly Mall of the Mainland).

In their meeting of March 5, 2020, the TCEDC board of directors approved Resolution No. 20-07 to enter into a reimbursement agreement for up to \$750,000 to assist Mr. Karam with resurfacing the Mainland City Centre parking lot.

See attached TCEDC Resolution No. 20-07 and agreement.

ANALYSIS

This budget amendment is from the TCEDC's unassigned fund balance.

Texas City Economic Development Corporation (Fund 801):

Business Incentives	\$750,000.00
Unassigned Fund Balance	(\$750,000.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

TCEDC Res 20-07
Karam agreement

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 20-07

A RESOLUTION AUTHORIZING THE BOARD CHAIRPERSON TO ENTER INTO AN AGREEMENT WITH JEROME KARAM FOR INCENTIVES TO REVITALIZE/ IMPROVE PROPERTY LOCATED AT MAINLAND CITY CENTRE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on March 5, 2020, a general discussion was held concerning entering into an agreement with Jerome Karam for incentives to revitalize/ improve his property located at the Mainland City Centre; and

WHEREAS, Jerome Karam and City negotiated incentive assistance with resurfacing parking lot with a slurry seal topping; and

WHEREAS, it is recommended that the TCEDC and Jerome Karam enter into an Incentive Agreement for up to \$750,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Texas City Economic Development Corporation hereby approves the Board Chairperson to enter into an agreement with Jerome Karam for the resurfacing of the Mainland City Centre parking lot with a slurry seal.

SECTION 2: Jerome Karam agrees to improve landscaping, structural changes, etc. as shown in the Agreement labeled **Exhibit "A"**, attached hereto and made a part thereof.

SECTION 3: The Chairman of Texas City Economic Development Corporation or designee is hereby authorized to execute the documents necessary for said agreement on behalf of the Texas City Economic Development Corporation.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 5th day of March 2020.

CHAIRMAN/PRESIDENT

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation

**BUSINESS OWNER REIMBURSEMENT AGREEMENT WITH TEXAS CITY
ECONOMIC DEVELOPMENT CORPORATION**

This Business Owner Reimbursement Agreement (“Agreement”) is entered into this ___ day of March 2020, between the Texas City Economic Development Corporation, (“TCEDC”) and JMK5 Mall of the Mainland, LLC, 308 W. Parkwood Suite 104A, Friendswood, Texas (“Owner”), related to real property located at 10000 Emmett F Lowry Expy, Texas City, TX 77591 (“Real Property”).

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to reimburse Owner for certain expenses incurred in making improvements to the Real Property to provide for consistent, attractive, and well-maintained appearance for businesses within the city limits of the City of Texas City.

II. OBLIGATIONS OF THE TCEDC

1. TCEDC agrees to reimburse Owner up to SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) (“Reimbursement Amount”) for the refurbishment and resurfacing (“Repairs”) of the parking lot and roads of egress and ingress to the Real Property as set forth herein subject to the approval of the City of Texas City, Texas. The area to be refurbished and resurface is generally shown on Exhibit “A” attached hereto.

III. OBLIGATIONS OF THE OWNER

1. Owner agrees and acknowledges that in order to receive any of the Reimbursement Amount the Repairs must be done as follows:
 - a. Patch/repair potholes and base failures with asphaltic black base to a minimum depth of 6-inches.
 - b. Sweep and clean all loose material, oil spots, and vegetation.
 - c. Cracks larger than ¼ inch will be cleaned and sealed with a compatible crack sealer.
 - d. Apply Slurry Seal at a rate of 8-12 lbs. per square yard.
 - e. Allow sufficient time for Slurry Seal to properly cure.
 - f. Apply paint and traffic markings after slurry seal is completely cured.
2. Upon completion of the Repairs, the Owner will notify the TCEDC and the TCEDC will arrange for a third-party to inspect the Real Property for compliance with the requirements of paragraph 1 a.-f. above.
3. Once the TCEDC receives confirmation from the third-party inspector that the Repairs have been completed in accordance with this Agreement, Owner will submit to the TCEDC receipts/invoices for expenses incurred in completing the Repairs in an amount not to exceed the Reimbursement Amount.

4. The Owner must complete the Repairs in order to be entitled to the any Reimbursement Amount whether the Repairs are less than or greater than the Reimbursement Amount. The TCEDC shall only be obligated to remit the lessor of the amount actual incurred by the Owner in completing the Repairs or the Reimbursement Amount.
5. The TCEDC will remit the amount due under this Agreement to Owner within Ten (10) business days of the submission and verification of the amounts incurred by Owner in completing the Repairs.
6. Additionally, the Owner agrees that it will maintain the Real Property for a minimum five-year period and otherwise comply with all other City of Texas Ordinances.
7. In the event that any of the obligations of the Owner are not fulfilled in their entirety, the TCEDC will have no obligations under this Agreement including remittance of the Reimbursement Amount.

IV. MISCELLANEOUS PROVISIONS

1. It is expressly understood and agreed that under this Agreement the TCEDC neither waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
2. Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provision, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.
3. In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.
4. This Agreement may be amended or modified by the mutual agreement of both parties hereto in writing, such writing to be attached hereto and incorporated unto this Agreement.
5. This Agreement contains all commitments and obligations of the parties and represents the entire agreement of said parties. Verbal or written conditions not contained herein shall not have any force or effect to alter any term of this Agreement.
6. This Agreement may be terminated at any time before its expiration with mutual consent of both parties. Neither party shall be responsible for damages or expected to fulfill its obligations under this Agreement should an act of God or other unforeseen catastrophe occur and cause such damage or prevent the performance of such obligation.
7. This Agreement shall be executed by the duly authorized Owner and TCEDC.

8. The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it.
9. By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.
10. Any notices due under the provisions of this Agreement shall be made in writing and shall be addressed to the following:

Texas City Economic Development Corporation:

TCEDC Manager
City of Texas City
1801 - 9th Avenue North
Texas City, Texas 77590

Owner:

JMK5 Mall of the Mainland, LLC
308 W. Parkwood, Suite 104A
Friendswood, TX 77546
Attn: Jerome Karam

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement on the date first above written.

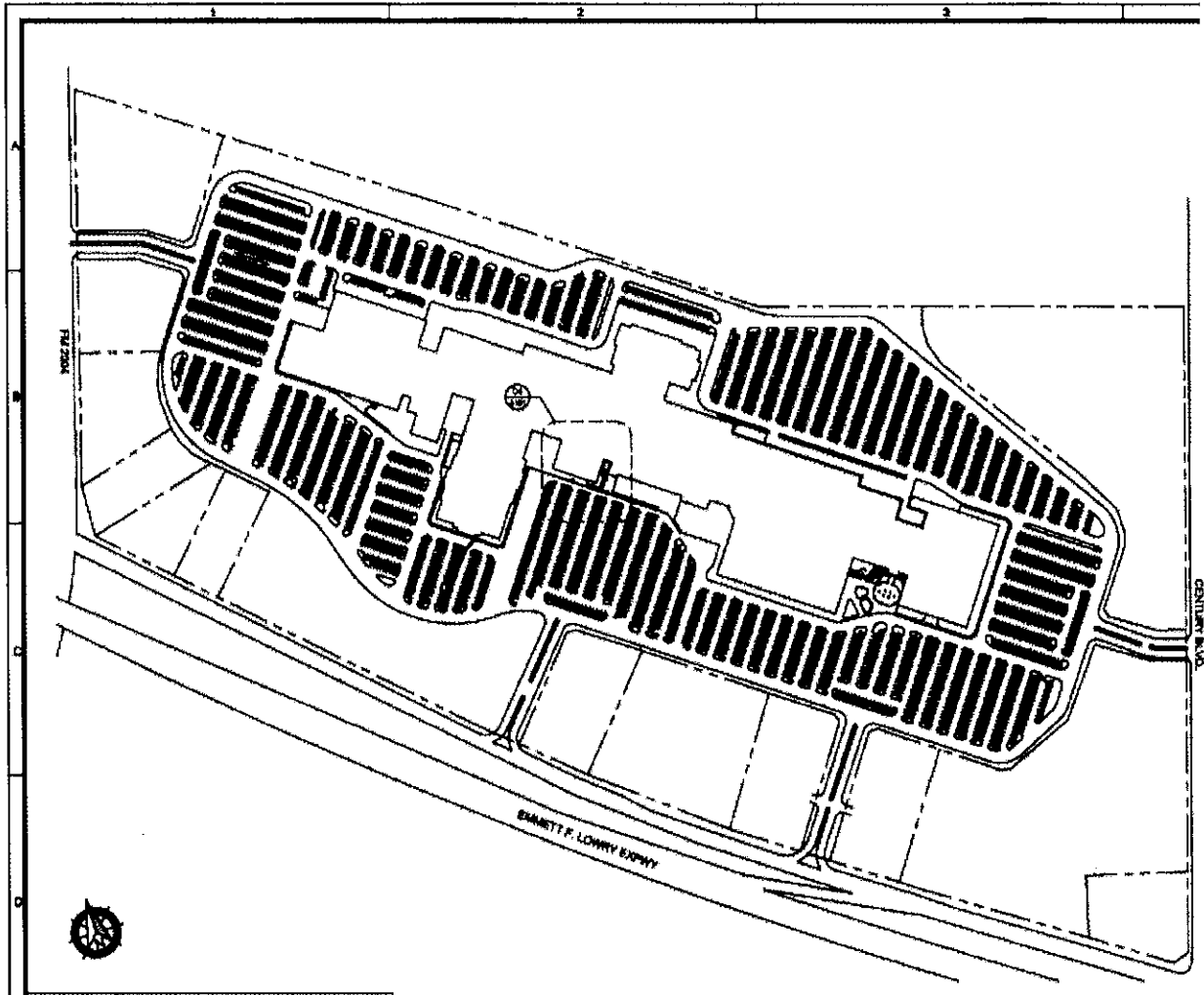
Texas City Economic Development Corporation:

By: 
Nicholas J. Finan, Manager

JMK5 Mall of the Mainland, LLC

By: 
Jerome Karam, Managing Member

Exhibit "A"



CITY COMMISSION REGULAR MTG

(8) (d)

Meeting Date: 03/18/2020

Amend fiscal year 2019-20 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 City of Texas City's fiscal year 2019-20 budget.

BACKGROUND

A budget amendment is needed to appropriate funds for the Texas City Economic Development Corporation (TCEDC) agreement with College of the Mainland Foundation for tuition assistance as part of the Foundation's Texas City Opening Doors Promise Scholarship program.

In their meeting of March 5, 2020, the TCEDC board of directors approved Resolution No. 20-08 to provide \$1,000,000 for this program. Payment is to be made in three installments: \$500,000 in March 2020, \$250,000 in March 2021, and \$250,000 in March 2022.

See attached TCEDC Resolution 20-08 and agreement. Scholarship recipient requirements are found in Section 3.4 of the attached agreement.

ANALYSIS

This budget amendment is from the TCEDC's unassigned fund balance. The amendment is for the total \$1,000,000 obligation.

Texas City Economic Development Corporation (Fund 801):

Contributions/Donations	\$1,000,000.00
Unassigned Fund Balance	(\$1,000,000.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

TCEDC Res 20-08

TCEDC & COM agreement

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 20-08

A RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON TO ENTER INTO AN AGREEMENT WITH COLLEGE OF THE MAINLAND (COM) TO PROVIDE FUNDING FOR TRAINING/ EDUCATION OF CITY OF TEXAS CITY'S GRADUATING SENIORS WHO RESIDE IN TEXAS CITY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (TCEDC), duly held on March 5, 2020, a general discussion was held in concerning authorizing the Chairperson or Vice-Chairperson to enter into an agreement with College of the Mainland (COM) for training/education assistance for Texas City residents who are public, private, home schooled or GED students; and

WHEREAS, the TCEDC will contribute \$500,000.00 the first year and \$250,000.00 for each of two (2) years after; and

WHEREAS, it is estimated that the allotted funds will contribute to about eight (8) graduating classes, through the spring semester of 2028.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves the agreement with College of the Mainland to provide funding for private, public, home schooled or GED students who reside in the City of Texas City at the time of college enrollment.

SECTION 2: The Chairperson or Vice-Chairperson is hereby authorized to execute any documents necessary for the agreement with COM.

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

PASSED AND ADOPTED this 5th day of March 2020.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation

WHEREAS, the Foundation was established to provide financial support to College of the Mainland and its students in part to fulfil its purposes set forth in TEX. EDUC. CODE §130.003(e);

WHEREAS, the Foundation has established a scholarship program entitled the "Texas City Opening Doors Promise Scholarship" to provide Texas City, Texas students access to education and training vital to compete and fill jobs needed by industries in Texas City, Texas which will further enhance the economic impact of Texas City, Texas;

WHEREAS, TCEDC desires to make certain payments to the Foundation to fund the project as herein defined in order to enhance economic development in Texas City, Texas;

WHEREAS, the Foundation desires to accept the payments to fund the project under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, the parties agree as follows:

1. Background

1.1 The Foundation is a Texas not-for-profit exempt from taxation under the provisions of § 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), in order to further the charitable intent established by the board of directors of the Foundation.

1.2 The parties desire the payments under the terms of this Agreement to be made in compliance with all of the applicable provisions of the Code and accompanying Treasury Regulations governing charitable organizations formed in accordance with the Code, as interpreted and applied by the Internal Revenue Service.

2. Payment(s)

2.1 TCEDC hereby agrees to remit payments totaling ONE MILLION AND NO/100 DOLLARS (\$1,000,000) ("Payment(s)") to the Foundation as set forth in this Agreement. The Payments will be made as follows:

FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000) due and payable on or before March 15, 2020;

TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000) due and payable on or before March 15, 2021; and

TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000) due and payable on or before March 15, 2022.

3. Project Criteria

3.1 The purpose of the Payments is to fund the Texas City Opening Doors Promise Scholarship for Texas City students in up to eight (8)

graduating classes (the "Project") and for no other purpose other than as set forth in paragraph 3.3.

- 3.2 The Foundation agrees that the Payments received from TCEDC and all amounts earned by investing such Payments (hereafter "the Fund") shall be used by the Foundation only for the Project. The Foundation agrees to hold, invest and manage the Fund in accordance with the investment policies of the Foundation.
- 3.3 The Fund consists of irrevocable current and future monies given by the TCEDC to the Foundation. Unless otherwise indicated, a Texas City Opening Doors Promise Scholarship of mandatory tuition and fees will be awarded as a "last dollar scholarship" in the fall, spring, and possibly summer semesters beginning in the spring of 2020 and continuing through the spring of 2028 or until the Fund balance is depleted. If a student has successfully completed at least 12 credit hours in the fall, a spring award will be re-awarded to the student. This continues if the student maintains full-time attendance status (fall, spring) and maintains an annual grade point average (GPA) of 2.0.
- 3.4 The criteria for awarding a Texas City Opening Doors Promise Scholarship shall be as follows:

Recipient Requirements:

- 3.4.1 Be a recent high school or GED graduate who enrolls in the immediate fall or spring semester at College of the Mainland and who resides in the City of Texas City at the time of enrollment. This includes public, private, home schooled and GED students;
- 3.4.2 Enroll in any occupational or academic major at College of the Mainland; and
- 3.4.3 Complete College of the Mainland application and Free Application for Federal Student Aid (FAFSA)/Texas Application of State Financial Aid (TASFA).

4. Notices

- 4.1 All notices, requests, demands and other communications under this Agreement shall be in writing, shall be addressed as follows, and shall be deemed to have been duly given on the date of delivery:

TCEDC:

TCEDC Manager
City of Texas City
1801 - 9th Avenue North
Texas City, Texas 77590
(409) 643-5916 Phone
(409) 653-5952 - Facsimile

To the Foundation:

Executive Director
College of the Mainland Foundation
1200 N. Amburn Road
Texas City, Texas 77591
(409) 933-8508 Phone
(409) 933-8409 Facsimile

Either party may change its address for purposes of this Section 4 by giving the other party written notice of the new address in the manner set forth above.

5. Miscellaneous

- 5.1 This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.
- 5.2 Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.
- 5.3 No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.
- 5.4 No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.
- 5.5 The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives or corporate successors.
- 5.6 Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.
- 5.7 This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

CITY COMMISSION REGULAR MTG

(8) (e)

Meeting Date: 03/18/2020

APPROVE AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF TEXAS CITY, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020.

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

APPROVE AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF TEXAS CITY, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING OBLIGATIONS; AUTHORIZING THE PRICING OFFICER(S) TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, AND TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATING THERETO.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Draft refunding ordinance

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF TEXAS CITY, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING OBLIGATIONS; AUTHORIZING THE PRICING OFFICER(S) TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, AND TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
CITY OF TEXAS CITY §

WHEREAS, the City Commission of the City of Texas City, Texas (the “City”) has heretofore issued the obligations described in Exhibit A attached hereto; and

WHEREAS, the City desires to refund part of said obligations in advance of their maturities as determined pursuant to the parameters set forth herein (the “Refunded Bonds”); and

WHEREAS, Chapter 1207, Texas Government Code (the “Act”), authorizes the City to issue refunding bonds payable from taxes, without an election, for the purpose of refunding the Refunded Bonds in advance of their maturities, and to accomplish such refunding by depositing directly with any paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the Act further authorizes the City to delegate the authority to effect the sale of the Bonds to the Pricing Officer(s); and

WHEREAS, the City desires to authorize the execution of an escrow agreement and provide for the deposit of proceeds of the refunding bonds herein authorized, together with other funds, to pay the Refunded Bonds; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts, and all other covenants, provisions, terms, and conditions of the ordinances authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated, and defeased; Now, therefore

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

1. Recitals; Consideration. It is hereby found and determined that the matters and facts set out in the preamble to this Ordinance are true and correct.

It is hereby found and determined that the refunding contemplated in this Ordinance will benefit the City by providing a present value savings in the debt service payable by the City, that such benefit is sufficient consideration for the refunding of the Refunded Bonds and that the issuance of the refunding bonds is in the best interests of the City.

2. Definitions. Throughout this Ordinance the following terms and expressions as used herein shall have the meanings set forth below:

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the City, the Registrar and DTC.

“Bonds” means the City of Texas City, Texas, General Obligation Refunding Bonds, Series 2020 authorized in this Ordinance, unless the context clearly indicates otherwise.

“Business Day” means any day that is not a Saturday, Sunday, a day that the Registrar is authorized by law or executive order to close, or a legal holiday.

“City” means the City of Texas City, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas.

“Escrow Agreement” means the agreement between the City and the Escrow Agent relating to the escrow of funds to pay the Refunded Obligations.

“Initial Bond” means the Initial Bond authorized by Section 6(d).

“Interest and Sinking Fund” means the interest and sinking fund for payment of the Bonds established by the City in Section 20 of this Ordinance.

“Interest Payment Date”, when used in connection with any Bond, means February 15, _____, and each August 15 and February 15 thereafter until maturity.

“Officer’s Pricing Certificate” means a certificate signed by a Pricing Officer pursuant to Section 5 hereof.

“Official Bid Form” means the bid form submitted to the City by the Underwriter in connection with the competitive sale of the Bonds.

“Ordinance” as used herein and in the Bonds means this ordinance authorizing the Bonds.

“Owner” means any person who shall be the registered owner of any outstanding Bond.

“Pricing Officer” means Matthew T. Doyle, Mayor or Laura Boyd, Director of Finance.

“Record Date” means, with respect to the Bonds, the close of business on the last Business Day of the month preceding such Interest Payment Date.

“Refunded Bonds” means any of the obligations described on Exhibit A attached hereto and as more specifically described in the Officer’s Pricing Certificate.

“Register” means the books of registration in which the Registrar maintains the names and addresses of each Owner as well as the principal amounts of the Bonds registered to each Owner.

“Registrar” means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas and its successors in that capacity.

“Report” means the report provided by Public Finance Partners to verify accuracy of certain mathematical computations regarding the refunding of the Refunded Bonds if needed.

“Rule” means SEC Rule 15c2-12.

“SEC” means the United States Securities and Exchange Commission.

“Underwriter” means the individual underwriter or underwriting syndicate identified in the Officer’s Pricing Certificate.

3. Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount not to exceed \$_____ for the purpose of refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code.

4. Date, Denomination, Interest Rates, and Maturities. The Bonds shall be designated as “CITY OF TEXAS CITY, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020” and shall be dated _____, 2020, shall mature on the dates, in each of the years, and in the amounts set out in the Officer’s Pricing Certificate, shall be subject to prior optional and mandatory redemption on the dates, for the redemption prices and in the amounts set out in the Officer’s Pricing Certificate and shall bear interest from their issue date at the rates set forth in the Officer’s Pricing Certificate payable on the dates set forth in the Officer’s Pricing Certificate. The Bonds may be transferred and exchanged as set out in this

Ordinance. The Initial Bond shall be numbered I-1 and all other Bonds shall be numbered in sequence beginning with R-1. Bonds delivered on transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest on the same rate as the Bond or Bonds in lieu of which they are delivered.

5. Selling and Delivering the Bonds. As authorized by Section 1207.007, Texas Government Code, any Pricing Officer is hereby authorized to act on behalf of the City through a date 180 days from the date of this Ordinance in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including without limitation determining the price at which the Bonds will be sold, the issuance date for the Bonds, the form in which the Bonds shall be issued (whether as current interest bonds or as any combination of current interest bonds and compound interest bonds), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the dates, prices, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory redemption provisions for the Bonds, the selection of the particular maturities and principal amounts of the Refunded Bonds, and all other matters not expressly provided in this Ordinance, relating to the issuance, sale, and delivery of the Bonds, and the refunding of the Refunded Bonds, all of which shall be specified in the Officer's Pricing Certificate; provided that:

- (i) none of the Bonds shall bear interest at a rate greater than 15% per annum or in excess of the maximum rate allowed by Chapter 1204, Texas Government Code;
- (ii) the proceeds from the sale of the Bonds, along with any available funds of the City that may be used in the refunding, must be sufficient to provide, after all original issue discount and underwriter's discount, amounts necessary to fund the costs and expenses of refunding the Refunded Bonds and the estimated costs of issuance of the Bonds; and
- (iii) the net present value savings in debt service resulting from the refunding of the Refunded Bonds shall be at least [_____] % of the principal amount of the Refunded Bonds, as shown by a table of calculations prepared by the City's financial advisor and attached to the Officer's Pricing Certificate.

6. Execution of Bonds; Seal. (a) The Bonds shall be signed on behalf of the City by the Mayor and countersigned by the City Secretary, by their manual, lithographed, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) If any officer of the City whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Registrar's Authentication Bond substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Bond described above, the Initial Bond delivered at the Closing Date shall have attached hereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, the Initial Bond, being a single bond representing the entire principal amount of the Bonds, payable in stated installments to the Underwriter or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriter or its designee. Upon payment for the Initial Bond, the Registrar shall cancel the Initial Bond and deliver definitive Bonds to DTC.

7. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent and registrar for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due to the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Registrar in Dallas, Texas. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

8. Successor Registrars. The City covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company, organized under the laws of the United States of America or any state, and duly qualified and legally authorized to serve as Registrar for the Bonds. The City reserves the right to change the Registrar on not less than sixty (60) days written notice to the Registrar, so long as any such notice is effective not less than sixty (60) days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

9. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are

received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

10. Ownership; Unclaimed Principal and Interest. The City, the Registrar, and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

11. Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office in Dallas, Texas, and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Ordinance.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three (3) Business Days after such presentation, a new Bond or Bonds registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, for a Bond or Bonds of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The City or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer

or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the City.

12. Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding.

The City or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The City or the Registrar may require the Owner of a lost, apparently destroyed, or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the City and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction, or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Registrar and the City to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar, and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the City and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

13. Cancellation of Bonds. All Bonds paid in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records

regarding such payment. The Registrar shall furnish the City with appropriate certificates of destruction of such Bonds.

14. Book-Entry Only System. (a) The Initial Bond shall be registered in the name designated in the Officer's Pricing Certificate. Except as provided in Section 15 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Ordinance with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

15. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City in its sole discretion, determines that the beneficial owners of the Bonds be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names

Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

16. Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

17. Optional and/or Mandatory Redemption; Defeasance. The Bonds are subject to optional and/or mandatory redemption as set forth in the Form of Bond in this Ordinance and in the Officer's Pricing Certificate.

Principal amounts may be redeemed only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 11 hereof, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds outstanding of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

The Bonds may be discharged, defeased, redeemed, or refunded in any manner now or hereafter permitted by law.

18. Forms. The form of the Bond, including the form of Registration Certificate of the Comptroller, which shall be attached or affixed to the Initial Bond, the form of Assignment and the form of the Registrar's Authentication Certificate, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary to conform to the terms specified in the Officer's Pricing Certificate:

(a) Form of Bond.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF GALVESTON

REGISTERED
NUMBER

REGISTERED
DENOMINATION

\$ _____

CITY OF TEXAS CITY, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020

INTEREST RATE:

 ²

MATURITY DATE:

 , 20

DATED DATE:

 , 2020

CUSIP: ¹

REGISTERED OWNER: ³,

PRINCIPAL AMOUNT: ⁴, THOUSAND DOLLARS

The City of Texas City, Texas (the “City”) promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of The Bank of New York Mellon Trust Company, N.A. (the “Registrar”), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from ⁵, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on [August 15 and February 15 beginning on August 15, 2020], mailed to the registered owner of record as of the close of business on the last business day of the month preceding each interest payment date.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$ ⁶, (the “Bonds”), issued for the purpose of refunding a portion of the City’s outstanding obligations, under and in strict conformity with the Constitution and laws of the State of Texas, particularly

¹ Insert from Officers Pricing Certificate.

² Insert from Officers Pricing Certificate.

³ Insert from Officers Pricing Certificate.

⁴ Insert from Officers Pricing Certificate.

⁵ Insert from Officers Pricing Certificate.

⁶ Insert from Officers Pricing Certificate.

Chapter 1207, Texas Government Code, and pursuant to an ordinance adopted by the City Commission (the "Ordinance"), which Ordinance is of record in the official minutes of the City.

THE CITY RESERVES THE RIGHT, at its option, to redeem Bonds maturing on or after _____⁷, in whole or from time to time in part, in integral multiples of \$5,000, on _____⁸, or any date thereafter at par plus accrued interest, on the principal amounts called for redemption to the date fixed for redemption. If less than all the Bonds are to be redeemed, the City shall select the Bonds to be redeemed.

[If applicable, mandatory redemption language]⁹

NOTICE OF ANY REDEMPTION shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THE BONDS ARE EXCHANGEABLE at the principal payment office of the Registrar in Dallas, Texas, for Bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges, and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

⁷Insert from Officer's Pricing Certificate.

⁸Insert from Officer's Pricing Certificate.

⁹Insert from Officer's Pricing Certificate.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the Mayor and countersigned with the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION (SEAL) CITY OF TEXAS CITY, TEXAS
CERTIFICATE)

Mayor

City Secretary

(b) Form of Registration Certificate of Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts of the
State of Texas

(SEAL)

(c) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been delivered pursuant to the Bond Ordinance described in the text of this Bond.

The Bank of New York Mellon Trust Company,
N.A,

As Paying Agent/Registrar

By _____
Authorized Signature
Date of Authentication _____

(d) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Bond on the books kept for registration thereof, with full power of
substitution in the premises.

DATED: _____

Signature Guaranteed: _____
Registered Owner

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

- (i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted;
- (ii) in the first paragraph of the Bond, the words "on the maturity date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on August 15 in each of the years and in the principal amounts

identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:

[Information to be inserted from the Officer's Pricing Certificate]

(iii) the Initial Bond shall be numbered I-1.

19. CUSIP Numbers. CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Bonds.

20. Interest and Sinking Fund; Tax Levy. There is hereby established a separate fund of the City to be known as the City of Texas City, Texas, General Obligation Refunding Bonds, Series 2020 Interest and Sinking Fund (the "Interest and Sinking Fund"), which shall be kept separate and apart from all other funds of the City. The proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Ordinance shall be deposited, as collected, in the Interest and Sinking Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other City taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City, sufficient to pay the current interest on the Bonds as the same becomes due and to provide and maintain a sinking fund of not less than two percent of the principal amount of the Bonds or the amount required to pay each installment of principal of the Bonds as the same matures, whichever is greater, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

To pay the debt service coming due on the Bonds prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

21. Application of Chapter 1208, Texas Government Code. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the City under Section 20 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the City under Section 20 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

22. Further Proceedings. After the Initial Bond has been executed, it shall be the duty of the Mayor and other appropriate officials and agents of the City to deliver the Initial Bond and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Bond has been approved by the Attorney General, it

shall be delivered to the Comptroller for registration. Upon registration of the Initial Bond, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

23. Sale. The Bonds shall be sold and delivered to the Underwriter at a price to be set forth in the Officer's Pricing Certificate, in accordance with the Official Bid Form, which is hereby approved by the City Commission, subject to completion in accordance with the terms of the Officer's Pricing Certificate. The Pricing Officer is hereby authorized and directed to execute the Official Bid Form on behalf of the City, and the Mayor, City Manager, and all other officers, agents, and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

24. Federal Income Tax Exclusion. The City intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986 (the "Code") and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds. For this purpose, the City covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property, the acquisition, construction, or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause the interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

(a) The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(b) Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall, at all times prior to the last stated maturity of the Bonds,

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such series of the Bonds (including property financed with Gross Proceeds of the Refunded Bonds or notes or bonds refunded by the Refunded Bonds) and not

use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

- (2) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such series of the Bonds or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds or notes or bonds refunded by the Refunded Bonds) other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(c) Except to the extent permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds or notes or bonds refunded by the Refunded Bonds) is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of the Refunded Bonds, directly or indirectly invest Gross Proceeds of such Bonds in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Refunded Bonds.

(e) Based on all of the facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the City reasonably expects that the proceeds of the Bonds and the Refunded Bonds (to the extent any of such proceeds remain unexpended) will not be used in a manner that would cause the Bonds or the Refunded Bonds or any portion thereof to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(f) At all times while the Bonds are outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The City will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting “arbitrage bonds,” the City will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.

(g) The City will not take any action or knowingly omit to take any action, if taken or omitted, would cause the Bonds to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.

(h) The City represents that not more than fifty percent (50%) of the proceeds of any new money portion of the Bonds or any new money issue refunded by, the Refunded Bonds was invested in nonpurpose investments (as defined in Section 148(f)(b)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the City reasonably expected at the time each issue of the Refunded Bonds was issued that at least eighty-five percent (85%) of the spendable proceeds of the Bonds or the Refunded Bonds would be used to carry out the governmental purpose of such Bonds within the corresponding three-year period beginning on the respective dates of the Bonds or the Refunded Bonds.

(i) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the City will (i) maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the City allocable to other obligations of the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid, in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty.

(j) The City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in smaller profit or a larger loss than would have resulted if such arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(k) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.

(l) The City will not issue or use the Bonds as part of an “abusive arbitrage device” (as defined in Section 1.148 10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(m) Proper officers of the City charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the Issue Date and stating whether there are facts, estimates or circumstances that would materially change the City’s expectations. On or after the Issue Date, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(n) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder, and may be relied upon by the Bond holder and any subsequent Bond holder and bond counsel to the City.

In complying with the foregoing covenants, the City may rely upon an unqualified opinion issued to the City by nationally recognized bond counsel that any action by the City or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Ordinance, the City’s representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

25. [Qualified Tax-Exempt Obligations. The City hereby designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In connection therewith, the City represents (a) that the aggregate amount of tax-exempt obligations issued by the City during calendar year 2020, including the Bonds, which have been designated as “qualified tax-exempt obligations” under section 265(b)(3) of the Code does not exceed \$10,000,000, and (b) that the reasonably anticipated amount of tax-exempt obligations which will be issued by the City during calendar year 2020, including the Bonds, will not exceed \$10,000,000. For purposes of this Section, the term “tax-exempt obligation” does not include “private activity bonds” within the meaning of section 141 of the Code, other than “qualified 501(c)(3) bonds” within the meaning of section 145 of the Code. In addition, for purposes of this Section, the City includes all entities which are aggregated with the City under the Code.]

26. Use of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the City, be applied as follows:

- (a) Accrued interest, if any, in the amount of \$¹⁰ and, if necessary, net premium on the Bonds in the amount of \$¹¹, shall be deposited into the Interest and Sinking Fund.
- (b) Premium in the amount of \$¹² shall be used to pay the underwriter's discount.
- (c) Net premium in the amount of \$¹³ shall be used to pay the costs of issuance.
- (d) Bond proceeds in the aggregate amount of \$¹⁴, together with other lawfully available funds of the City in the amount of \$¹⁵ shall be deposited directly with the paying agent for the Refunded Bonds to pay all principal of and interest on the Refunded Bonds due on the redemption date specified in the Officer's Pricing Certificate and all costs incurred in the issuance of the Bonds and the refunding of the Refunded Bonds. Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Interest and Sinking Fund.

27. Redemption of Refunded Bonds. The City has irrevocably exercised its option to call the Refunded Bonds of the City for redemption prior to maturity on the dates and at the prices shown on Exhibit A attached to the Officer's Pricing Certificate, and authorizes and directs notice of such redemption to be given in accordance with the ordinances authorizing the issuance of such Refunded Bonds.

28. Escrow Agreement; Deposit with Paying Agent for Refunded Bonds. The discharge and defeasance of the Refunded Bonds shall be effectuated pursuant to the terms and provisions of an Escrow Agreement to be entered into by and between the City and the Escrow Agent, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the City by the Underwriter, which shall be certified as to mathematical accuracy by the Report, (b) to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Bonds, and (d) to carry out the other intents and purposes of this Ordinance and comply with the terms of the Officer's Pricing Certificate; and the Pricing Officer is hereby authorized to execute and deliver such Escrow Agreement on behalf of the City in multiple counterparts and the City Secretary or an Assistant City Secretary is hereby authorized to attest thereto and affix the City's seal. Alternatively, the discharge and defeasance of the Refunded Bonds may be accomplished by depositing directly with the paying

¹⁰ Insert from Officers Pricing Certificate.

¹¹ Insert from Officers Pricing Certificate.

¹² Insert from Officers Pricing Certificate.

¹³ Insert from Officers Pricing Certificate.

¹⁴ Insert from Officers Pricing Certificate.

¹⁵ Insert from Officers Pricing Certificate.

agent for the Refunded Bonds the proceeds of the Bonds, together with other available funds, if necessary, an amount sufficient to provide for the defeasance and redemption of the Refunded Bonds.

29. Purchase of United States Treasury Obligations. To assure the purchase of the Escrowed Securities, if any, the Mayor, the City Secretary or an Assistant City Secretary, the City Manager, the Pricing Officer, and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase obligations which are authorized investments for escrow accounts pursuant to Section 1207.062, Texas Government Code, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

30. Continuing Disclosure Undertaking. As used in this Section, the following terms have the meanings ascribed to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(a) The City will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access (“EMMA”) system at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the City’s audited financial statements. The City shall update such information within six months after the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles the City may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, then the City shall provide those portions of the unaudited financial statements of the City referenced in the City’s application for financial assistance but for the most recently concluded fiscal year by the required time, and audited financial statements when and if audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB’s internet web site or (ii) filed with the SEC. All filings shall be made electronically, in the format specified by the MSRB.

(b) The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of the event), of any of the following events with respect to the Certificates:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) Modifications to rights of holders of the Certificates, if material;
- (viii) Certificate calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; and

- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by this Section.

For these purposes, (a) any event described in (xii) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the (xv) and (xvi) of the immediately preceding paragraph to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

(c) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by this Section of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE

OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(d) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted a purchaser to purchase or sell the Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented a purchaser from lawfully purchasing or selling Certificates in the primary offering of the Certificates, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

31. Related Matters. To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor, the City Secretary or an Assistant City Secretary, the City Manager, and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Bonds, including, without limitation, executing, and delivering on behalf of the City all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the application of funds of the City consistent with the provisions of this Ordinance.

32. Official Statement. The City Commission hereby approves the form and content of the Preliminary Official Statement prepared for the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Official Bid Form and other relevant matters. The use of such Official Statement in the reoffering of the Bonds by the Underwriter is hereby approved and authorized.

33. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the City are hereby authorized to execute such agreement for and on behalf of the City.

34. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bonds.

35. Power to Revise Form of Documents. Notwithstanding any other provision of this Ordinance, the Mayor, City Secretary, and other appropriate officials of the City are each hereby authorized to make or approve such revisions, additions, deletions, and variations to this Ordinance, in the judgment of the Mayor, City Secretary, and other appropriate officials of the City, and in the opinion of Bond Counsel to the City, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance, the Continuing Disclosure Agreement, the Preliminary Official Statement, and the final Official Statement, as needed; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the City Commission.

36. Open Meeting. The meeting at which this Ordinance is adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act; and such notice as given is hereby authorized, approved, adopted, and ratified.

PASSED AND APPROVED on the 18th day of March, 2020.

Mayor
City of Texas City, Texas

ATTEST:

City Secretary
City of Texas City, Texas

(SEAL)

EXHIBIT A

CITY'S OUTSTANDING OBLIGATIONS

General Obligation Bonds, Series 2008
Certificates of Obligation, Series 2010
General Obligation Refunding Bonds, Series 2011
General Obligation Refunding Bonds, Series 2012
Combination Tax and Revenue Certificates of Obligation, Series 2013
Certificates of Obligation, Series 2015
Certificates of Obligation, Series 2018

CITY COMMISSION REGULAR MTG

(8) (f)

Meeting Date: 03/18/2020

Amend fiscal year 2019-20 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 City of Texas City's fiscal year 2019-20 budget.

BACKGROUND

A budget amendment is needed to appropriate grant funds for the Texas Avenue Drainage Improvements Project - 5th Street to Bay Street.

The Texas Avenue Drainage Improvements Project from 5th Street to Bay Street is a project funded from Community Development Block Grant Disaster Recovery (CDBG-DR) Hurricane Harvey round 1 funding and administered by the Texas General Land Office Community Development and Revitalization division (GLO-CDR). The maximum amount allowed for this grant is \$2,211,686.00. See attached Performance Statement.

The engineering services for the project are estimated at \$271,172.00. See the attachment to Resolution 20-019 for specifics regarding the engineering firm and services they will provide. The construction contract has not been awarded yet.

ANALYSIS

Budget amendment for the total grant amount is in the General Land Office Grant Fund.

General Land Office Grant Fund (Fund 278):

Street & Drainage Improvements	\$2,211,686.00
Grant Revenue	(\$2,211,686.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

TX Ave project

**CITY OF TEXAS CITY
20-065-083-C236****PERFORMANCE STATEMENT**

Hurricane Harvey overwhelmed the drainage system of the City of Texas City (Subrecipient). Heavy rainfall caused flooding of homes and streets. Undersized culverts throughout the city prohibited stormwater from draining effectively. This inundated the drainage system and threatened public health, safety, and welfare. Subrecipient will conduct drainage Infrastructure improvements to facilitate proper stormwater conveyance and reduce the impact of future flooding.

Subrecipient shall perform the Activities identified herein for the target area specified in its approved Texas Community Development Block Grant Disaster Recovery Supplemental Grant Application to aid areas most impacted by Hurricane Harvey. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$2,211,686.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO's Community Development and Revitalization division (GLO-CDR).

Flood and Drainage Facilities

Subrecipient shall install storm sewer culverts, sidewalks, a wheel chair ramp, and two large storm manholes; make associated pavement repairs; and complete associated appurtenances. Construction shall take place at the following location on the east side of the city.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Texas Avenue Drainage Improvements	Texas Avenue From 5 th Street to Bay Street 29.384065, -94.897296	2,600 LF	7222.00 7262.00	2, 4 1
These Activities shall benefit one hundred eight (108) persons. Of these persons, sixty-nine (69), or sixty-three and eighty-nine hundredths percent (63.89%), are of low to moderate income.				

BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	\$2,211,686.00	\$0.00	\$2,211,686.00
TOTAL	\$2,211,686.00	\$0.00	\$2,211,686.00

MILESTONES

Milestones	Not-To-Exceed Draw Percentages					
	Construction Funds	Engineering Funds	Grant Administration Funds	Special Environmental Funds	Environmental Funds	Acquisition Funds
Project Kick-Off Meeting and Start-up Documentation			15%			
Engineering Contract Executed		30%				
Environmental Contract Executed			30%			
100% Design Approval		60%				
Special Environmental Report Approval				100%		
Authority to Use Grant Funds			50%		100%	
Acquisition Start						100%
Bid Advertisement		70%	60%			
Construction Notice to Proceed	85%	85%	85%			
As-Built Plans/COCC/FWCR	100%	100%	95%			
Grant Completion Report Approval			100%			

3/5/2020

CITY COMMISSION REGULAR MTG

(8) (g)

Meeting Date: 03/18/2020

Amend fiscal year 2019-20 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 City of Texas City's fiscal year 2019-20 budget.

BACKGROUND

A budget amendment is needed to appropriate funds for the 14th Street Ditch Improvement Project.

City Commission approved Resolution No. 19-090 at the 9/18/2019 meeting agreeing to enter into an agreement with Blanchard Refining Company, LLC. According to the agreement, Blanchard will pay the City up to \$1.8 million for the 14th Street ditch improvements.

City Commission approved Resolution No. 19-095 at the 10/2/2019 meeting awarding the engineering services contract for this project.

See Resolution No. 20-020, meeting date 3/18/2020, for specifics regarding the construction contract on this project.

ANALYSIS

Budget amendment:

Construction Fund - CO 2015 (Fund 411):

Street & Drainage Improvements	\$1,800,000.00
Contributions	(\$1,800,000.00)

ALTERNATIVES CONSIDERED

Fiscal Impact