

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JULY 1, 2020 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE:

Due to the COVID 19 Disaster and the CDC's recommendation regarding social distancing measures the City Commission will meet telephonically and electronically, and the public will not be allowed to be physically present at this meeting. Texas Governor Greg Abbott waived on a temporary basis certain sections of the Texas Open Meetings Act. The meeting will be audible to members of the public and allow for two-way communications for those desiring to participate.

Any person interested in speaking on any item on the Agenda must call in the number below and sign in to the conference then wait for the Board President to request any public comments. Public comments may not apply to all items on the agenda.

To join the telephone audio conference and to give public comment please use the following instructions.

(888) 475-4499 (Toll Free)

Webinar ID: 925 4896 6396

You will automatically be muted when joining the conference. To raise your hand or notify the call manager for attention, please dial *9 on your phone during the call. When appropriate the call manger will unmute your line and the system will notify you that you can now speak. Public comments may not apply to all items on the agenda.

To view the web presentation or listen to audio without participating, please visit <http://commission.texascitytx.gov>

You will then be redirected to the conference and given instructions to enable viewing. We ask that if you will be joining the telephone conference to speak, please mute your computer audio. When using telephone audio with computer audio on, a feedback loop can be created causing disruptive echoing or a loud static. Disruptive audio will cause your line to be muted by the call manager.

After the meeting, a recording of this meeting's audio will be made available to the public.

- (1) ROLL CALL
- (2) INVOCATION
- (3) PROCLAMATIONS & PRESENTATION
 - (a) Promotion of Firefighter Andrew Blue to Engineer.
- (4) PUBLIC COMMENTS
- (5) CONSENT AGENDA
 - (a) Approve City Commission Minutes for June 17, 2020 meeting. (City Secretary)

- (b) Consider and take action on Resolution No. 20-061, approving Bid No. 2020-083 Personnel Protective Equipment, Fire Hose, Nozzles, and Related Equipment Annual Contract. (Purchasing)
 - (c) Consider and take action on Resolution No. 20-062, authorizing the use of grant funds to purchase tactical equipment and gas masks. (Police Department)
 - (d) Consider and take action on Resolution No. 20-063, approving the execution of an engineering agreement with ARKK Engineers, LLC., for the Biosphere and New Public Works Facility Parking Lots Project. (Public Works)
 - (e) Consider and take action on Resolution No. 20-064, Extending the Mayor's Declaration of Disaster to July 16, 2020. (Emergency Management)
 - (f) Consider and take action on Resolution No. 20-065, approving a contract for Bid. No. 2020-082 Building Materials Annual Contract. (Public Works)
 - (g) Consider and take action on Resolution No. 20-066, approving a sole source contract with SNF Polydyne. (Public Works)
 - (h) Consider and take action on Resolution No. 20-067, approving a municipal lease for radio equipment from Motorola Solutions Credit Company LLC.
- (6) REGULAR ITEMS
- (a) Consider and take action on Ordinance No. 20-26, amending the City's fiscal year 2019-20 Budget to appropriate Drug Confiscation funds for the purchase of equipment for the Police Department. (Finance)
- (7) MAYOR AND COMMISSIONERS' COMMENTS
- (8) ADJOURNMENT

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

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 JUNE 26, 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

(3) (a)

Meeting Date: 07/01/2020

Promotion: Firefighter Andrew Blue promoted to Engineer

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Promotion: Firefighter Andrew Blue promoted to Engineer

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 07/01/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for June 17, 2020 meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, JUNE 17, 2020 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, JUNE 17, 2020, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:03 p.m. by Mayor Matthew T. Doyle.

1. ROLL CALL

Present: Matthew T. Doyle, Mayor
Phil Roberts, Mayor Pro Tem
Bruce Clawson, Commissioner At-Large (CALLED IN)
Earl Alexander, Commissioner District 1
Abel Garza, Jr., Commissioner District 2
Dorthea Jones, Commissioner District 3 (CALLED IN)
Jami Clark, Commissioner District 4

2. INVOCATION was lead by Commissioner Roberts.

3. PLEDGE OF ALLEGIANCE was lead by Commissioner Garza.

4. PROCLAMATION

a. Service Awards

Chasity Gurka	Administration	06/21/2010 10 years
Sergio Barcenas	Sewer	06/14/2010 10 years
Ronnie Aven	Waste Water Treatment Plant	06/14/2005 15 years
Edward Munoz	Public Works	06/28/1995 25 years
Landis Cravens	Police	06/26/1995 25 years
David Fairchild	Police	06/25/1990 30 years
William Leacroy	Police	06/25/1990 30 years
Ronald Scott	Police	06/11/1990 30 years
Stephen Strickhausen	Fire	06/08/1985 35 years

5. PUBLIC COMMENTS

Mr. Hunt and Mr. Mayse, with Gulf Coast Affordable Housing, gave a brief presentation on their outreach and programs for veterans,

6. CONSENT AGENDA

a. Approve City Commission Minutes for June 3, 2020 meeting. (City Secretary)

- b. Consider and take action on Resolution No. 20-054, accepting Galveston County Commissioners' Court invitation to join the GULF COAST TRANSIT DISTRICT, and approving an Interlocal Contract Amendment between the City and Gulf Coast Center. (Engineering)
- c. Consider and take action on Resolution No. 20-055, extending the Mayor's Declaration of Disaster to July 2, 2020. (Emergency Management)
- d. Consider and take action on Resolution No. 20-056, accepting the awarded 2.8 Million Covid-19 Grant. (Emergency Management)
- e. Consider and take action on Resolution No. 20-057, accepting RFP No. 2020-081 Temporary Employment Services Annual Contract. (Purchasing)
- f. Consider and take action on Resolution No. 20-058, amending Resolution No. 20-002 approving the Texas City PEG Channel Upgrade.
- g. Consider and take action on Resolution No. 20-059, consenting to the annexation of 70.03 acres of land into Galveston County Municipal Utility District No. 59 (Lago Mar). (Engineering)

Motion by Commissioner District 2 Abel Garza, Jr., Seconded by Commissioner District 4 Jami Clark To approve the Consent Agenda with the exception of item h which was pulled by Mayor Doyle

Vote: 7 - 0 CARRIED

Vote: 7 - 0 CARRIED

Vote: 7 - 0 CARRIED

- h. Consider and take action on Resolution No. 20-060, approving of GAMMA Constructions Guaranteed Maximum Price of \$8,099,122.00, for the Police / Fire Department Training Facility. (Public Works)

Fire Chief Zacherl reviewed the plans for the Police / Fire Department Training Facility.

Motion by Commissioner District 4 Jami Clark, Seconded by Mayor Pro Tem Phil Roberts to pass Resolution No20-060.

Vote: 7 - 0 CARRIED

7. REGULAR ITEMS

- a. Consider approval of Ordinance No. 20-25, amending the City of Texas City's fiscal year 2019/20 budget to establish a Special Revenue Fund to account for the funds received under the Coronavirus Relief Fund. (Finance)

Motion by Commissioner District 2 Abel Garza, Jr., Seconded by Commissioner District 4 Jami Clark to approve Ordinance No. 20-25.

Vote: 7 - 0 CARRIED

8. MAYOR & COMMISSIONERS' COMMENTS

Commissioner Clark stated how pleased she was with the City's brush removal crews.

Commissioner Roberts noted that Juneteenth is canceled but for all people to keep it in remembrance.

STAFF COMMENTS

Dennis Harris, Director of Recreation and Tourism, said they will be having some Summer camps with social distancing.

9. ADJOURNMENT

Having no further business, Commissioner Clark made a MOTION to ADJOURN at 5:21 p.m.; the motion was SECONDED by Commissioner Garza. All present voted AYE. MOTION CARRIED.

MATTHEW T. DOYLE, MAYOR

ATTEST:

NICHOLAS J. FINAN, City Secretary

Date Approved:

CITY COMMISSION REGULAR MTG

(5) (b)

Meeting Date: 07/01/2020

Bid # 2020-083 Personnel Protective Equipment, Fire Hose, Nozzles and Related Equipment

Submitted For: Debbie Gurka, Administration

Submitted By: Debbie Gurka,
Administration

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Approve and award Bid # 2020-083 Personnel Protective Equipment, Fire Hose, Nozzles and Related Equipment Annual Contract.

BACKGROUND

On May 22, 2020 bid packets were mailed to vendors. A letter of recommendation and bid tabulation are attached for your review.

Bids were opened June15, 2020.

ANALYSIS

After reviewing the bid opened on Monday, June 15, 2020, it is the recommendation of Fire Chief, David Zacherl to award the bid as follows:

Section 1: Delta Fire & Safety Inc

Section 2: Delta Fire & Safety Inc.

Section 3: No Bids Received

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Letter of Recommendation

Bid Tabulation

RESOLUTION NO. 20-061

A RESOLUTION APPROVING BID NO. 2020-083 PERSONELL PROTECTIVE EQUIPMENT, FIRE HOSE, NOZZLES AND RELATED EQUIPMENT ANNUAL CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on May 22, 2020, bid packets were distributed to local vendors; and

WHEREAS, on June 15, 2020, bid were opened and it is the recommendation of the Fire Department appoint Bid No. 2020-083 Personnel Protective Equipment, Fire Hose, Nozzles and Related Equipment Annual Contract as follows:

Section 1: Delta Fire & Safety Inc.

Section 2: Delta Fire & Safety Inc.

Section 3: No Bids Received

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

SECTION 1: That the City Commission awards Bid No. 2020-083 Personnel Protective Equipment, Fire Hose, Nozzles and Related Equipment Annual Contract, Section 1 and Section 2, to Delta Fire & Safety Inc.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Delta Fire & Safety Inc. for the unit prices bid attached hereto as **Exhibit "A"** and made a part thereof.

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

PASSED AND ADOPTED this 1st day of July 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

Texas City Fire Department
Memorandum

To: Debbie Gurka, Purchasing Director

From: David B. Zacherl, Fire Chief

Date: June 22, 2020

Re: Bid #2020-083 Personnel Protective Equipment,
Fire Hose, Nozzles and Related Equipment

After reviewing the bids opened on June 15, 2020 it is my recommendation that we award the annual contract to Delta Fire & Safety.

If you have any questions or desire additional information, please contact me at your earliest convenience.

Thanks!

David B. Zacherl
Fire Chief
(Electronically Signed)

“Working Together to Enhance the Community”

Bids opened: Monday, June 15, 2020 at 2:00 p.m.

SECTION 1- PERSONNEL PROTECTIVE EQUIPMENT

ITEM	VENDOR Delta Fire & Safety	VENDOR NAFECO	VENDOR	VENDOR
1. Bunker Jacket 32-70 Regular & Tall	1097.10	No Bid Response Letter		
2. Bunker Pants 32-62 (SX-4X)	697.30	No Bid Response Letter		
3. Suspenders	42.00	No Bid Response Letter		
4. Bunker Boots	120.00	No Bid Response Letter		
5. Helmet	190.00	No Bid Response Letter		

SECTION 2 – FIRE HOSE

ITEM	Delta Fire & Safety	NAFECO		
1. One 5”X100’ sections of supply hose	575.00	No Bid Response Letter		
2. One 1-3/4” x 50’ section of attack hose- Double Jacket	108.00	No Bid Response Letter		
3. One 2” x 50’ section of attack hose, Double Jacket	149.50	No Bid Response Letter		
4. One 3” x 50’ section of attack/supply hose, Double Jacket	201.00	No Bid Response Letter		

SECTION III – UNIVERSAL GREEN FOAM CONCENTRATE

ITEM	Delta Fire & Safety	NAFECO		
1. 5 Gallons of National Foam Universal Green 3%/3% AR-SYNTHETIC	NO BID	No Bid Response Letter		

CITY COMMISSION REGULAR MTG

(5) (c)

Meeting Date: 07/01/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-062, authorizing the use of grant funds to purchase tactical equipment and gas masks. (Police Department)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (d)

Meeting Date: 07/01/2020

Engineering Services for Biosphere and New Public Works Facility Parking Lots Project

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve the execution of an engineering agreement with ARKK Engineers, LLC., for the Biosphere and New Public Works Facility Parking Lots Project.

BACKGROUND

ARKK Engineers, LLC., has submitted and Agreement For Services, for the engineering services for Biosphere and New Public Works Facility Parking Lot Project, not to exceed \$121,375.00, for Design, Bid and Construction Phase Services.

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 the Agreement for Services with ARKK Engineers, LLC on behalf of the City Commission, for the Biosphere and New Public Works Facility Parking Lots Project.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Attachment
Exhibit A

RESOLUTION NO. 20-063

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC. TO PROVIDE ENGINEERING SERVICES FOR BIOSPHERE AND NEW PUBLIC WORKS FACILITY PARKING LOT PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Public Works Department is requesting the approval of an Engineering Services Agreement with ARKK Engineers, LLC, to provide engineering services for Biosphere and New Public Works Facility Parking Lot Project; and

WHEREAS, ARKK Engineers, LLC, has submitted an Agreement for Service for Biosphere and New Public Works Facility Parking Lot Project; and

WHEREAS, the cost for the Engineering Service Agreement is approximately \$121,375.00.

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

SECTION 1: That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, to provide engineering services for Biosphere and New Public Works Facility Parking Lot Project.

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

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

PASSED AND ADOPTED this 1st day of July 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

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 "**Biosphere and New Public Works Facility Parking Lots**" ("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: **\$121,375.00** 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"

April 30, 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
"Biosphere and New Public Works Facility Parking Lots"
City of Texas City, Texas

Dear Mr. Haralson:

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design and construction phase services for the above referenced project. 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 parking lot and driveway improvements at two City-owned facilities. The locations for improvements are as follows:

- Biosphere Recycling Center at 3301 25th Avenue North – New concrete driveways and parking lot area for the West side operations area. The existing paved area is asphalt, which is to be replaced or overlaid with new concrete. The limits of the improvements may be adjusted to accommodate the project's budget.
- Future Public Works Office Building at 7800 Emmett F Lowry Expressway (former Galveston Daily News offices) – New concrete parking lot and driveways. The existing areas which are paved with asphalt are to be replaced with new concrete pavement.

The estimated construction cost of these improvements is on the order of \$680,000 (includes a 5% construction contingency). It is planned to phase and package the construction of the improvements into a single bid package. The total project budget available at this time is \$750,000. ARKK will design and package the project based on the available budget.

During construction, the City of Texas City will provide a project representative to observe the daily progress of the work. Therefore, construction inspection services by ARKK personnel are

not part of the scope of this project. However, a limited budget for project support services to assist and aid the City's project site representative during construction is included in this proposal.

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

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

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Research and gather existing relevant data on the project such as existing drainage, 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 two project sites.
- Plot survey data of the two sites.
- Provide design for the improvements, and any required water and sanitary sewer adjustments for the project area.
- Obtain 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) in accordance with the Texas National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from construction.

2. Survey Services

- Conduct a topographic survey of the two project sites.
- Include surface features and measure downs on inlets, manholes and water valves and driveway cross-sections at periodic intervals.

3. Geotechnical Services

- Perform a geotechnical investigation of the project area. A budget for 25 V.F. of soil borings is included in this proposal.

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.
- Prepare a letter of recommendation for award by the City Commission.

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 reproducible record plans based on the Contractor's red line marked up as-built drawings.

B. Special Services – Construction Phase

1. Construction Support Services

- The City of Texas City will provide a project representative to observe the daily progress of the work. ARKK Engineers will provide support on an as-needed basis and 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 4 months.
- 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 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	\$55,825.00
*Surveying: Subcontractor’s Cost plus 10%	\$6,600.00
*Geotechnical Investigation: Subcontractor’s Cost plus 10%	\$2,750.00
Storm Water Pollution Prevention Plan: lump sum amount of:	\$750.00
Reproduction: lump sum amount of:	\$500.00
*Miscellaneous Services: Cost plus 10%	\$1,000.00
Bid Phase Services - Lump Sum Amount of:	\$1,750.00
Construction Administration Services: lump Sum	\$14,500.00
*Construction Support Services: (Hourly and cost plus 10%) :	\$30,000.00
*Construction Materials Testing Budget: (Cost plus 10%)	<u>\$7,700.00</u>
TOTAL FEE:	\$121,375.00

* 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.

A budget for miscellaneous services is included to cover additional tasks which may occur during the progress of the work. Such tasks will only be performed upon approval by the City.

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

(5) (e)

Meeting Date: 07/01/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-064, Extending the Mayor's Declaration of Disaster to July 16, 2020. (Emergency Management)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION 20-064

A RESOLUTION EXTENDING THE CONTINUING OF THE DECLARATION OF LOCAL STATE OF DISASTER FOR THE CITY OF TEXAS CITY, TEXAS

WHEREAS, the City of Texas City on March 18, 2020, took extraordinary measures resulting from Covid-19; and

WHEREAS, the Mayor of Texas City and City Commission has determined that these extraordinary measures must be taken to protect the citizens of Texas City; and

WHEREAS, the City Commission of Texas City has determined the need to extend the original declaration to July 2, 2020. Today's extension will continue until 5:00p.m July 16, 2020.

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

SECTION: The City Commission of the City of Texas City, Texas pursuant to Texas Government Code Section 418.108(b) hereby consents to continuing the declaration of local state of disaster for the City of Texas City, Texas.

SECTION 2: The declaration of local state of disaster for the City of Texas City, Texas, resulting from Covid-19 is therefore continued;

SECTION 3: This declaration continuing a local state of disaster shall be effective for less than thirty (30) days on and from its date of issuance, provided however that this declaration may be terminated before the expiration of thirty days by subsequent order of the Mayor, and may be continued or renewed beyond thirty days from its date of issuance only with the consent of the City Commission of the City of Texas City, Texas;

SECTION 4: This declaration continues the activation of the City's Emergency Management Plan;

SECTION 5: This declaration continues the activation of the recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plan and authorizes the furnishing of aid and assistance under the declaration:

SECTION 6: This declaration shall be given prompt and general publicity and shall be filed promptly with the City Secretary; and;

SECTION 7: That this declaration shall take effect immediately from and after its issuance.

PASSED AND ADOPTED this 1st day of July 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

(5) (f)

Meeting Date: 07/01/2020

Bid # 2020-082 Building Materials 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 # 2020-082 Building Materials Annual Contract.

BACKGROUND

On May 28, 2020 the Notice to Bidders was emailed to the Galveston Daily News, and published on June 2 and June 9, 2020. Bid packets were sent to local area vendors. Bids were opened on June 23, 2020 at 2 p.m. and read aloud. The lowest responsible bidder meeting all qualifications is Kilgore's Clear Lake Lumber in League City, TX.

ANALYSIS

It is the recommendation of the Public Works Department to award the 2020-082 Building Materials Annual Contract to Kilgore's Clear Lake Lumber for the unit prices bid, and that the Mayor is authorized to execute a contract on behalf of the City Commission.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 20-065

A RESOLUTION AWARDING BID NO. 2020-082 BUILDING MATERIALS ANNUAL CONTRACT AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on June 2, 2020 and June 9, 2020, the Notice to Bidders and bid packets were made available to local area vendors for Bid No. 2020-082 Building Materials Annual Contract; and

WHEREAS, bids were opened on June 23, 2020, and the lowest responsible bidder meeting all requirements was Kilgore's Clear Lake Lumber, League City, Texas.

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

SECTION 1: That the City Commission awards Bid No. 2020-082 Building Materials Annual Contract.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Kilgore's Clear Lake Lumber for the unit prices bid attached hereto as **Exhibit "A"** and to approve change orders not to exceed twenty-five percent (25.0%) of the total contract without taking the matter before the City Commission.

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

PASSED AND ADOPTED this 1st day of July 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

BID TABULATION

Building Materials Annual Contract

Bid #2020-082

Bids opened: Tuesday, June 23, 2020 @ 2 p.m.

VENDOR	TOTAL BID AMOUNT	DISCOUNT %
Kilgore Lumber	\$33,913.84	15%
Bohn's Building Materials	\$39,099.40	10%

CITY COMMISSION REGULAR MTG

(5) (g)

Meeting Date: 07/01/2020

SNF Polydyne Sole Source Contract

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve a sole source contract with SNF Polydyne.

BACKGROUND

SNF Polydyne is the sole manufacturer of the polymer CLARIFLOC CE-847, a biodegradable coagulant used for de-watering sludge at the wastewater treatment plant. We have use this polymer for many years with great success.

The term of the contract is one (1) year beginning July 1, 2020 and ending June 30, 2021 with the price remaining the same as the previous year, at \$1.24/lb..

Our current use is approximately 2300 pounds per month at \$1.24 per pound. Including freight, our yearly expense is approximately \$35,421.84

A copy of the sole source letter is attached for your review.

ANALYSIS

it is the recommendation of the Public Works Department that the City Commission approve a sole source contract for one (1) year with SNF Polydyne. It is further requested that the Mayor be authorized to execute this contract on behalf of the City Commission.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution

June 19, 2020

Mike McKinley
City of Texas City
3901 Bay Street Ext.
Texas City, TX 77590

SUBJECT: Sole Source Declaration and Price Quotation

Dear Mr. McKinley:

We trust this letter will serve your needs in defining Polydyne Inc. as the sole source manufacturer and supplier of the following product supplied to the City of Texas City:

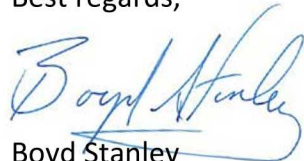
CLARIFLOC™ CE-847

The molecular structure, molecular weight, and particular raw material component is unique to Polydyne's CLARIFLOC™ product line. CLARIFLOC™ is Polydyne's trademark and no other vendor is authorized to supply this product.

For the term July 1, 2020 thru June 30, 2021, Polydyne Inc. is pleased to continue to supply CLARIFLOC™ CE-847 in 2300 Lb. Totes at the current unit price of \$1.24/LB. The aforementioned unit price does not include any applicable tax or surcharge.

Thank you for your business. If you have any questions, please feel free to contact Brent Sorelle, Technical Sales Representative, at (682) 216-5062.

Best regards,



Boyd Stanley
Vice-President

RESOLUTION NO. 20-066

A RESOLUTION APPROVING A SOLE SOURCE CONTRACT WITH SNF POLYDYNE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, SNF Polydyne is the sole manufacturer of the polymer CLARIFLOC CE-847, a biodegradable coagulant used for de-watering sludge at the wastewater Treatment Plant; and,

WHEREAS, this was a known and budgeted expense, for which the Wastewater Division has been allocated the funds.

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

SECTION 1: That City Commission of the City of Texas City, Texas, approves the Sole Source Contract with SNF Polydyne for a term year beginning July 1, 2020 and ending June 30, 2021 with the price remaining the same as the previous year, at \$1.24/lb.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with SNF Polydyne.

SECTION 3: That this equipment is to be utilized by the Wastewater Division.

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

PASSED AND ADOPTED this 1st day of July 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

(5) (h)

Meeting Date: 07/01/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-067, approving a municipal lease for radio equipment from Motorola Solutions Credit Company LLC.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

agreement



6/16/20

City of Texas City
1801 9th Avenue North
Texas City TX 77592

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24885 are valid for contracts that are executed and returned to Motorola on or before July 8, 2020. After 7/8/20, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

Motorola Solutions Credit Company LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address _____

E-mail Address: _____
Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

Phone: _____
Fax: _____

7. Payment remit to address: **Motorola Credit Corp.**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24885

LESSEE:

City of Texas City
1801 9th Avenue North
Texas City TX 77592

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement does not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security

interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection,

purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or

both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of June, 2020.

LESSEE:

City of Texas City

By: _____

Printed Name: _____

Title: _____

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____

Printed Name: Uygar Gazioglu

Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of City of Texas City, an entity duly organized and existing under the laws of the **State of Texas** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24885**, between City of Texas City and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal City of Texas City, hereto this _____ day of June, 2020.

By: _____ **SEAL**

(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 24885 by and between Motorola Solutions, Inc. (Lessor) and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Texas City

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 24885
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24885** ("Lease"), between Motorola Solutions, Inc. ("Lessor") and City of Texas City ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 60 Months

Commencement Date: 7/1/2020

First Payment Due Date: 7/1/2021

5 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Texas City (Schedule B)						
Compound Period:		Annual				
Nominal Annual Rate:		0.000%	first year			
Nominal Annual Rate:		2.720%	remaining term			
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	7/1/2020	\$ 680,237.50	1		
2	Lease Payment	7/1/2021	\$ 143,445.81	1		
3	Rate Change	7/1/2021	Rate: 2.720 %	Compounding: Annual		
4	Lease Payment	7/1/2022	\$ 143,445.81	4	Annual	7/1/2025
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	7/1/2020				\$680,237.50	
2020 Totals		\$ -	\$ -	\$ -		
1	7/1/2021	\$ 143,445.81	\$ -	\$ 143,445.81	\$536,791.69	
	7/1/2021	Rate: 2.72%		Compounding: Annual		
2	7/1/2022	\$ 143,445.81	\$ 14,600.73	\$ 128,845.08	\$407,946.61	
3	7/1/2023	\$ 143,445.81	\$ 11,096.15	\$ 132,349.66	\$275,596.95	
4	7/1/2024	\$ 143,445.81	\$ 7,496.24	\$ 135,949.57	\$139,647.38	
5	7/1/2025	\$ 143,445.81	\$ 3,798.43	\$ 139,647.38	\$ -	
Grand Totals		\$ 717,229.05	\$ 36,991.55	\$ 680,237.50		

INITIAL INSURANCE REQUIREMENT: \$680,237.50

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$662,225.00 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.72%. Such issue price and yield will be stated in the applicable Form 8038-G.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24885** to that Equipment Lease Purchase Agreement number **24885** will be maintained by the City of Texas City as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of **local** insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24885** , City of Texas City, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24885 to that Equipment Lease Purchase Agreement number 24885 . Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24885 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self-insured, contact Motorola representative for template of self-insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of **City of Texas City**?

3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24885

Lease Schedule A No. : 24885

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24885. See Schedule A for a detailed Equipment List.

LESSEE: City of Texas City

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the City of Texas City Lease No. 24885) held on June _____, 2020 , the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Texas City_(Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 07/01/2020

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 to purchase equipment through the Drug Confiscation Fund for the Police Department.

ANALYSIS

Budget amendment:

Drug Confiscation Fund (Fund 205):

Equipment and Supplies \$40,000.00

Unassigned Fund Balance (\$40,000.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 20-26

AN ORDINANCE AMENDING ORDINANCE NO. 19-27 ADOPTING THE 2019-2020 FISCAL YEAR BUDGET TO APPROPRIATE DRUG CONFISCATION FUNDS FOR THE PURCHASE OF EQUIPMENT FOR THE POLICE DEPARTMENT ; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

WHEREAS, a budget amendment is needed to purchase equipment through Drug Confiscation for the Police Department.

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

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

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

Drug Confiscation Fund (Fund 205)

Equipment and Supplies	\$40,000.00
Unassigned Fund Balance	(\$40,000.00)

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

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

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

PASSED AND ADOPTED this 1st day of July 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