

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JULY 15, 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: 949 8889 2452

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 AND PRESENTATIONS

(a) Service Awards

Tomas Gomez	Public Works	07/01/2010	10 years
Billie Powers	Parks & Recreation	07/05/2005	15 years

(4) PUBLIC COMMENTS

(5) CONSENT AGENDA

- (a) Approve City Commission Minutes for July 1, 2020 meeting. (City Secretary)
 - (b) Consider and take action on Resolution No. 20-068, calling November 3, 2020 General Election. (Management Services)
 - (c) Consider and take action on Resolution No. 20-069, authorizing the Mayor to enter into a contract with Galveston County Election Division for General Election Services. (Management Services)
 - (d) Consider and take action on Resolution No. 20-070, approving the purchase of an Emergency Management vehicle. (Emergency Management)
 - (e) Consider and take action on Resolution No. 20-071, approving CDBG-MIT Administration and/or Planning Services. (Purchasing)
 - (f) Consider and take action on Resolution No. 20-072, extending the Mayor's Declaration of Disaster. (Emergency Management)
 - (g) Consider and take action on Resolution No. 20-073, awarding Bid No. 2020-085 Laboratory Testing at the Wastewater Treatment Plant Annual Contract. (Public Works)
 - (h) Consider and take action on Resolution No. 20-074, approving Bid No. 2020-084 Gasoline and Diesel Annual Contract. (Public Works)
 - (i) Consider and take action on Resolution No. 20-075, appointing an Associate Judge. (Municipal Court)
- (6) REGULAR ITEMS
- (a) Consider and take action on Ordinance No. 20-27, amending the City's fiscal year 2019-20 Budget to appropriate funds for the purchase of a vehicle for the Emergency Management Department. (Finance)
 - (b) Consider and take action on Ordinance No. 20-28, amending the City's fiscal year 2019-20 Budget to appropriate funds for land and building improvements at 7800 Emmett F. Lowry Expressway. (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 JULY 10, 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: 07/15/2020

July 2020 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Administration

Department: Administration

Information

ACTION REQUEST (Brief Summary)

Service Awards

Tomas Gomez	Public Works	07/01/2010	10 years
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Billie Powers	Parks & Recreation	07/05/2005	15 years
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BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (b)

Meeting Date: 07/15/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-068, calling November 3, 2020 General Election. (Management Services)

BACKGROUND

This is a re-do of the calling of the election for the May election now based upon an Election date of November 3, 2020. Included are the two locations that the City of Texas City will want to make sure we have which are the Nessler Center and Carver Center. However, the County will add additional locations in Texas City as well as any polling place in Galveston County will allow you to get a Texas City ballot if you are a resident.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 20-068

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, CALLING A GENERAL CITY ELECTION TO BE HELD IN THE CITY OF TEXAS CITY, TEXAS, ON TUESDAY, NOVEMBER 3, 2020, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., ESTABLISHING DAYS, HOURS AND LOCATIONS FOR EARLY VOTING, FOR THE PURPOSE OF ELECTING A MAYOR, TWO CITY COMMISSIONERS AT-LARGE, AND FOUR CITY COMMISSIONERS FROM DISTRICTS, EACH FOR TWO YEAR TERMS; DESIGNATING THE POLLING LOCATIONS; AND MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the terms of the Mayor and City Commissioners of the City of Texas City, Texas, are set to expire May 2020; and

WHEREAS, Article II of *The City Charter*, Chapter 41 of the **Texas Election Code**, and Section 26.042 of the **Texas Local Government Code** require an election for municipal officers to be held, ordered, and called on May 2, 2020, that being a uniform election date under the **Texas Election Code**, to fill the seats of the Mayor and City Commissioners; and,

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

SECTION 1: That notice is hereby given that a general City election will be held in and throughout the City of Texas City, Texas, on Tuesday, November 3, 2020, at which there shall be submitted to the duly qualified resident electors of the said City as to the election of the Mayor and two (2) At-Large Commissioners that shall be elected by a vote of the qualified voters of the entire City and Four (4) Commissioners shall be elected from districts as follows, to wit:

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

(b) **District No. 2.** District No. 2 of the City Commission districts shall be comprised of the following county election precincts, or portions of precincts, located within the City limits: 151, 280, 301, the portion of 347 North of Palmer

Highway, 150 (excluding the area bounded on the West by 23rd Street; on the North by 34th Avenue North; the South by Loop 197 North; and on the East by 16th Street ditch), 199, 172, 159, 196, 197, and the portion of Precinct 173 East of Union Pacific Railroad.

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

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

SECTION 2: That applications to have the name of a candidate placed on the ballot may not be filed earlier than thirty (30) days before the deadline prescribed by the Election Code for filing applications with the City Secretary and that the earliest date for a candidate to file the same will be January 15, 2020, at 8:00 a.m., with the last day for filing to be February 14, 2020, at 5:00 p.m., in accordance with **Texas Election Code** Sec. 143.007.

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

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

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

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

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

PASSED AND ADOPTED this 15th 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) (c)

Meeting Date: 07/15/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-069, authorizing the Mayor to enter into a contract with Galveston County Election Division for General Election Services. (Management Services)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution
draft contract

RESOLUTION NO. 20-069

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

WHEREAS, the City of Texas City (“City”) will hold elections on November 3, 2020; and

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

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

SECTION 1: That the City Commission finds it in the best interest of the City to allow the Galveston County Election Division to manage the Texas City General Election of November 3, 2020.

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

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

PASSED AND ADOPTED this 15th 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

Contract for Election Services
Local Entity Countywide Vote Center Elections

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

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

Purpose of Election: _____

November 3, 2020
Election Date

December 15, 2020
Runoff Election Date

Early Voting will be held on Oct. 19-23, 2020 from 8 a.m. to 5 p.m. and Oct. 26-30, 2020 with the polls being open from 7 a.m. to 7 p.m. Saturday, Oct. 24, 2020 from 7 a.m. to 7 p.m. and Sunday, Oct. 25, 2020 from 1 p.m. to 6 p.m. On Election Day the polls will be open from 7 a.m. to 7 p.m.

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

- 1.4. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]
- 1.5. Provide Ballot by Mail services for the Entity.
[See the Fee Schedule]
- 1.6. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid \$40 for attending training.
- 1.7. Select the countywide vote center polling locations in coordination with the Entity and with the approval of Galveston County Commissioners' Court.
- 1.8. Provide the Entity *and where possible the candidates running for office, a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

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

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

2. Duties and Services of the Entity. The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract on or before July 31, 2020. Contracts submitted after this date will require a \$500 fee which will be non-refundable regardless of whether the Entity cancels its election.

- 2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.
- 2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.
- 2.5. It is understood that the Entity may need to modify its election order after August 28, 2020, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

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

July 31, 2020. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

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

- 2.6. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by no later than August 14, 2020. All language on the ballot must be provided in both English and Spanish in a Word format. Any other languages required by law, must also be provided in a Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review.

[See Section 1.8]

- 2.7. Return to Galveston County, by Sept. 9, 2020 5 p.m., confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than Sept. 16, 2020.

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

[See Section 1.8 for related information on ballot proofing]

- 2.8. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to \$1,000.00, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.

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

- 2.10. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.
- 2.11. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.
- 2.12. Entity to pay a \$125 fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.
3. Cancellation of Contract: Except for contracts consummated after July 31, 2020, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates filing deadline of N/A. The Entity will be obligated to pay Galveston County a \$500 fee if cancelled after this grace period.
4. Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4) Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:
- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and
 - b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.
5. Fee Schedule of Galveston County: Galveston County agrees to perform these services at the following rates:
- a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: \$50 per kit
 - b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.
 - c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
Cost: \$465 per Verity Touch, \$506 per Verity Controller and \$577 per Verity Touch with access.

- d) Transport the voting machines and equipment to and from the voting locations.
Cost: \$125 delivery per location
- e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
Cost: Determined by the number of contests on the ballot: \$600 for up to ten contests, \$1,200 for up to 20, \$1,800 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.
- f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.
Cost: \$400 for use of the equipment plus overtime for county employees doing the tabulation if applicable.
- g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10% election fee
- h) Conduct early voting, Election Day Voting, and bilingual training.
Cost: \$48 per person per class
- i) Two or more electronic poll pads will be deployed (at the discretion of the Elections Division) to each polling location.
No Cost
- j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.
- k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
Cost: Base cost of \$12 per hour per worker. Any worker who serves more than 40 hours in a given pay week will be compensated at time and a half for the hours served in excess of 40 hours.
- l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to \$500.
- m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is \$.25 per sheet.
- n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. The cost for this service is \$3.00 per ballot (\$3.50, if a multi-page ballot).
- o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code the Entity will pay Galveston County the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third party costs when invoiced by Galveston County.

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

7. Voting System. The Hart Intercivic Verity equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

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

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

Name (Print and Sign)

Phone #

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

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

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

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

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any

claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

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

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

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

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

Entity:

_____ Phone: _____
_____ Email: _____

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

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

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

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

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

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

Executed this _____ day of _____, 20__.

Galveston County:

Dwight D. Sullivan
County Clerk

Entity:

Name: _____

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

Received and Filed:
Galveston County

Hon. Mark Henry
County Judge
Attest:

Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

CITY COMMISSION REGULAR MTG

(5) (d)

Meeting Date: 07/15/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-070, approving the purchase of an Emergency Management vehicle. (Emergency Management)

BACKGROUND

Seeking approval to purchase a truck to pull the Emergency Management department's mobile command center trailer.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Classic Galveston Email

Classic Galveston

Mcree Ford 1

Mcree Ford 2

RONCarter 1

RONCarter 2

RONCarter 3

From: [Jeff Johnson](#)
To: [Robert Turner](#)
Subject: [EXTERNAL] Texas City K3500 Truck
Date: Thursday, July 9, 2020 1:41:58 PM
Attachments: [We sent you safe versions of your files.msg](#)
[20200709134114685.pdf](#)

****EXTERNAL EMAIL****

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Robert,

Attached is a detailed description of the truck we propose.

The Price Including the B&W brand Gooseneck Hitch, bed liner, window tint and under seat storage is \$60,540.

The City of Texas City price is \$52,240 plus and fees for titling etc. (Includes all added equipment).

I can deliver the truck in 2-3 days for authorization to purchase.

Thank you,, Jeff

Jeff Johnson
Fleet, Commercial and Cadillac sales.
Classic Autogroup Galveston
409-761-2133 Office
281-229-3362 Cellular

-----Original Message-----

From: scan@classicgalveston.com [mailto:scan@classicgalveston.com]
Sent: Thursday, July 9, 2020 12:41 PM
To: Jeff Johnson
Subject: Message from "RNP002673D4E697"

This E-mail was sent from "RNP002673D4E697" (MP 3555).

Scan Date: 07.09.2020 13:41:14 (-0400)

Queries to: scan@classicgalveston.com

Disclaimer

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Vehicle Locator

Dealer Information

CLASSIC CHEVROLET BUICK GMC CADILLAC
8020 BROADWAY
GALVESTON, TX 77554
Phone: 409-744-5711
Fax: 409-740-1969

1GC4YSEY0LF245368

Model Year: 2020
Make: Chevrolet
Model: 3500HD Silverado
CK30943-LWB, 4WD, Crew Cab
PEG: 1WT-Work Truck Preferred Equipment Group
Primary Color: GAZ-Summit White
Trim: H2G-1WT-Vinyl, Jet Black, Interior Trim
Engine: L5P-Engine: 6.6L V8 DuraMax Diesel, Turbo
Transmission: MGM-10-Speed Automatic

Event Code: 5000-Delivered to Dealer
Order #: XNBT51
MSRP: \$57,145.00

Order Type: TSC-SVC Commercial
Stock #: N/A
Inventory Status: Available
Total Cash Allowance:* \$3,750.00
(Expires on 08/03/2020)

Additional Vehicle Information

B&W GOOSENECK HITCH, UNDERSEAT STORAGE, WINDOW TINT, BEDLINER

GM Marketing Information

Vehicle Options

Chargeable Options	MSRP
9L7-Upfitter / Accessory Electrical Switches	\$150.00
JL1-Integrated Trailer Brake Controller	\$275.00
L5P-Engine: 6.6L V8 DuraMax Diesel, Turbo	\$9,890.00
NZZ-Skid Plate	\$150.00
PCV-1WT Convenience 1 Package	\$1,185.00
V46-Bumper, Front, Chrome	\$200.00

No Cost Options

FE9-Federal Emissions
G9Y-GVW Rating 14,000 Lbs Dual Rear Wheels
GU6-Rear Axle: 3.42 Ratio
MGM-10-Speed Automatic
PYW-Wheels: 17" Steel, Painted--Dual Rear Wheels

Other Options

1WT-Work Truck Preferred Equipment Group
AKO-Glass, Deep Tinted
AU3-Power Door Locks
BG9-Floor Covering: Rubberized Vinyl, Black
C49-Defogger, Rear Window, Electric

E63-Durabed
GAZ-Summit White
IOR-Chevrolet Infotainment, 8" Color Screen
K34-Cruise Control
K47-Air Cleaner, High Capacity
KNP-Transmission Cooling System
NQF-Transfer Case: w/ Rotary Dial Control, Electronic Shift
QQO-Tires: LT235/80 R17 All Season, Blackwall
SAF-Spare Tire Lock
UVC-Rear Vision Camera
VJH-Bumper, Rear, Chrome Step
Z82-Trailer Package

A52-Seats: Front 40/20/40 Split Bench
AQQ-Keyless Remote Entry
B3P-Special Vehicle Sales
BHP-Diesel Engine Winter Cover
DBG-Mirrors, O/S: Man. Ext & Folding, Heat, Turn Indicator
G80-Locking Differential, Rear
H2G-1WT-Vinyl, Jet Black, Interior Trim
K05-Engine Block Heater
K40-Diesel Engine Exhaust Brake
KC4-Cooler, Engine Oil
KW5-Alternator, 220 AMP
P03-Painted Wheel Trim Skins, Painted Center Caps
QT5-Tailgate Function--EZ Lift, Power Lock & Release
U01-Roof Marker Lamps
V76-Recovery Hooks
VK3-Front License Plate Mounting Provisions
ZQO-Tire, Spare: LT235/80 R17 All Season, Blackwall

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Cash Allowance is calculated based on your dealer's Zip Code. Customer must take delivery by 08/03/2020.

VIRTC1DP V4.58 5432 EN

CNGP530
=>

VEHICLE ORDER CONFIRMATION

07/07/20 10:56:37
Dealer: F52052
Page: 1 of 2

2020 F-SERIES SD

Order No: 9999 Priority: J3 Ord FIN: QM913 Order Type: 5B Price Level: 040
Ord Code: 673A Cust/Flt Name: CTY TX CITY PO Number:

		RETAIL	DLR	INV		RETAIL	DLR	INV
W4D	F450 4X4 CRW PU	\$63170	\$600	12.00	15E	GOSNCK KIT*DLRI	\$370	\$336.00
	176" WHEELBASE				17V	XLT VALUE PKG	1600	1456.00
Z1	OXFORD WHITE					.FOG LAMPS		
2	CLTH 40/CNSL/40	945	860.00			.ADJ GAS/BRK PDL		
S	MEDIUM EARTH GR					.REV VEH AID SEN		
673A	PREF EQUIP PKG					.8 WAY PWR DRV		
	.XLT TRIM					14000# GVWR PKG		
	.AMFM/MP3/CLK				41P	SKID PLATES	100	91.00
99T	6.7L V8 DIESEL	NC	NC					
44G	10-SPD AUTOMATC	NC	NC		425	50 STATE EMISS	NC	NC
TGL	225 TRACTION				54F	PWRSCOPE TT MIR	280	255.00
X4L	.4.30 LTD SLIP					JACK		
	JOB #2 BUILD				66S	UPFITTER SWTCH	165	150.00
	TRAILER TOW PKG				67D	200/240 AMP ALT	NC	NC
	TX/OK EDITION				873	REAR CHMSL CAM	200	182.00
						SP FLT ACCT CR		(1839.00)
						FUEL CHARGE		24.50
						DEST AND DELIV	1695	1695.00
TOTAL BASE AND OPTIONS							68525	63222.50
TOTAL							68525	63222.50

THIS IS NOT AN INVOICE

Allow 8-12 weeks delivery
Pricing subject to availability
\$ 57360.50
14.50 state inspection

57275.00

Denny Stephens

DENISON "DENNY" STEPHENS Direct 281-337-8368
dstephens@mcreeford.com Cell 281-413-0404
Fax 281-337-4024



www.mcreeford.com

2800 GULF FREEWAY | P.O. BOX 577 | DICKINSON, TEXAS 77539

860380 GENERAL TRUCK
 BODY W4G BEGIN ORD 6309 # UNITS 001 PRIORITY 10
 SPEC ORD# ORDER TYPE 59 FIN CODE BX380
 DORA PROCESSED 09/10/19 PM
 ORDER RCPT DATE 09/10/19 SCHD / /
 ASSEMBLY PLANT PLANT NOT FOUN VIN # DOW4GT L

THIS IS NOT AN INVOICE. IT PROVIDES TENTATIVE 860380
 PRICE INFORMATION THAT WOULD APPLY IF THE W4G
 VEHICLE IS PRODUCED TO THE SPECIFICATIONS 6309
 SHOWN. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. 20 PLT-

THIS ORDER IS CONDITIONED UPON FINAL PRICE LEVEL
 CERTIFICATION OF THE VEHICLE. 015

F450 4X2 CREW CHAS CAB DRW/179	42,415.00
SPECIAL DEALER ACCOUNT ADJUSTM	
TOTAL BASE VEHICLE	42,415.00
Z1 OXFORD WHITE	
A VINYL 40/20/40 SEATS	
S MEDIUM EARTH GRAY	
PREFERRED EQUIPMENT PKG.650A	
.XL TRIM	
572 .AIR CONDITIONING -- CFC FREE	NC
.AM/FM STEREO MP3/CLK	
99T 6.7L POWER STROKE V8 DIESEL	9,325.00
44G 10-SPEED AUTOMATIC	NC
TGJ 225/70R19.5G BSW ALL POSITION	
X4L 4.30 RATIO LIMITED SLIP AXLE	360.00
90L POWER EQUIPMENT GROUP	1,125.00
TELESCPNG TT MIRR-POWR/HTD	
17F XL DECOR PACKAGE	NC
LESS TIRE INFLATION MONITOR	
205 16500# GVWR PACKAGE	NC
41H ENGINE BLOCK HEATER	100.00
425 50 STATE EMISSIONS	NC
JOB #1 ORDER	
512 SPARE TIRE AND WHEEL	350.00
52B TRAILER BRAKE CONTROLLER	270.00
535 HIGH CAPACITY TRAILER TOW PKG	580.00
61J JACK	NC
62R TRANS POWER TAKE-OFF PROVISION	NC
67X EXTRA HEAVY SERVICE SUSPENSION	125.00
872 REAR VIEW CAMERA & PREP KIT	415.00
942 DAYTIME RUNNING LIGHTS	45.00
96V XL VALUE PACKAGE	725.00
.CRUISE CONTROL	
SPECIAL DEALER ACCOUNT ADJUSTM	
TOTAL BEFORE D&D AND DISCOUNTS	55,835.00
DESTINATION & DELIVERY	1,595.00
SUB TOTAL	57,430.00
TOTAL OPTIONS	13,420.00
FUEL CHARGE	
PRICED DORA	NC

TOTAL 57,430.00

--CHANGES TO ORDER -- PEP/ORDER CODE--

650A

ADD: * DENOTES PROCESSED
 *425 *61J *62R *41H *96V
 X41 *52B *C09 *90L *67X
 *535 *512 *17F *942 *54K
 *872

CUST* GENERALBODY MFC420DT-20

BX380

***** END OF DORA *****

Incoming Unit not Secure
 Pricing subject to availability
 \$ 48929.90
 4349.00 9' gooseneck

 53278.90
 14.50 Inspection

 53293.40

2020 4500 CREW 60" CA

Ron Carter Chrysler Jeep Dodge Ram
3005 FM 528 RD
ALVIN, TX 775118837

Priced Order Confirmation (POC)

Date Printed: 2020-07-10 10:55 AM **VIN:** 3C7WRLEL4LG127535 **Quantity:** 01
Estimated Ship Date: 2020-01-22 1:59 AM **VON:** 45149647 **Status:** KZ - Released by plant and invoiced
Date Ordered: 2019-12-11 5:05 PM **Ordered By:**
Date Modified: 2020-03-25 5:35 PM **Modified By:** s54149d

Sold to: Ron Carter Chrysler Jeep Dodge Ram (27018)
3005 FM 528 RD
ALVIN, TX 775118837
Ship to: Ron Carter Chrysler Jeep Dodge Ram (27018)
3005 FM 528 RD
ALVIN, TX 775118837

Vehicle: 2020 4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in) (DP9L93)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DP9L93	4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)	45,720	42,027
Package:	2YG	Customer Preferred Package 2YG	4,425	3,960
	ETN	6.7L I6 Cummins Turbo Diesel Engine	7,945	7,309
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,600	1,472
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*V9	Cloth 40/20/40 Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	XHC	Trailer Brake Control	295	271
	WP4	19.5X6.0 Forged Alum Polished Wheels	1,095	1,007
	UAV	Uconnect 4C NAV with 8.4" Display	1,595	1,467
	NAS	50 State Emissions	0	0
	LNJ	Front Fog Lamps	195	179
	LBN	Power Take Off Prep	295	271
	DK3	Elec Shift-On-The-Fly Transfer Case	295	271
	CKW	Add Black Vinyl Floor Covering	0	0
	AHD	Heavy Duty Snow Plow Prep Group	395	363
	YGL	6 Additional Gallons of Diesel Fuel	0	18
	5N6	Easy Order	0	0
	4EX	Sales Tracking	0	0
Non Equipment:	TY5		250	230
Destination Fees:			1,695	1,695

HB: 1,923 **Total Price:** 65,800 60,540
FFP: 60,010
EP: 57,713

Order Type: Retail **PSP Month/Week:**
Scheduling Priority: 4-Dealer Order **Build Priority:** 99
Salesperson:
Customer Name:
Customer Address:

Instructions:

60540
+ 3500

64100
- 6600

57,500

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

002L7 5500CREW 60"CA

FCA US LLC INVOICE

3218-A

PLANT	ZONE	DEALER	VEHICLE ID NUMBER	INVOICE NO.	INVOICE DT.
SALTILLO	63	27018	3C7WRNEL2LG151652	L-DP0-45330544	02/27/20
SHIP Ron Carter Chrysler Jeep Dodge Ram					
TO: P O BOX 1759				IGN KEY	
ALVIN			TX 77512	TRK KEY	
				ACC KEY	
SOLD Ron Carter Chrysler Jeep Dodge Ram					8475-01-2L27
TO: P O BOX 1759					
ALVIN			TX 77512	SHIPPING WT. 8293	
PAID FOR BY: BRANCH BANKING & TRUST COMPANY				SAE HP 46.0	
CREDIT SALE XX CASH SALE				000-053101-00	

BODY & EQUIP.	DESCRIPTION	FACTORY WHOLESALE PRICE
---------------	-------------	-------------------------

DP0L93	RAM 5500 CREW CAB CHASSIS	42,995.00
PW7	Bright White Clear Coat Paint	
V9X8	Cloth 40/20/40 Bench Seat	268.00
ACL	DOT Certified Roadside Safety Kit	177.00
ADH	Electrical Accessory Group	496.00
AHQ	Max Tow Package	450.00
AMP	Chrome Appearance Group	541.00
DF2	6-Spd Auto Aisin AS69RC HD Trans	1,456.00
ETN	6.7L I6 Cummins Turbo Diesel Engine	7,048.00
GXM	Remote Keyless Entry	359.00
JKV	115V Auxiliary Power Outlet	137.00
JPE	Power 2-Way Driver Lumbar Adjust	86.00
LAW	Tire Fill Alert	NO CHARGE
LAY	LED Tail Lamps	86.00
LBN	Power Take Off Prep	268.00
LNJ	Front Fog Lamps	177.00
MRT	Chrome Tubular Side Steps	541.00
NLL	52 & 22 Gallon Dual Fuel Tanks	632.00
TBB	Full Size Spare Tire	359.00
TY5	225/70R19.5G All Traction Tires	228.00
UAM	Uconnect 4 with 8.4" Display	1,633.00
WP4	19.5X6.0 Forged Alum Polished Wheels	996.00
XAC	ParkView Rear Back-up Camera	450.00
XBT	Tire Pressure Information System	137.00
2TA	Customer Preferred Package 2TA	
2YA	Customer Preferred Package 2YA	
001	DESTINATION CHARGE	1,695.00
	HB194700	

MDH # 022712
 EP 58354
 PP 60677
 DR 60540

USE DEALERCONNECT TO OBTAIN
 KEY INFORMATION

66580
 +3566
 FIATBN

79146



57,987
 +779L

MSRP RETAIL TOTAL 66,580.00

TOTAL 61,215.00

ORIGINAL INVOICE

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE THE UNITED STATES.

002LT

2019 4500 CREW 60"CA

Ron Carter Chrysler Jeep Dodge Ram
3005 FM 528 RD
ALVIN, TX 775118837

Priced Order Confirmation (POC)

Date Printed: 2020-07-10 11:04 AM **VIN:** 3C7WRLEL3KG686668 **Quantity:** 01
Estimated Ship Date: 2019-10-07 12:59 AM **VON:** 90010704 **Status:** KZ - Released by plant and invoiced
Date Ordered: 2019-04-11 12:00 AM **FAN 1:** 10451 Hawkins Lease Service Inc
FAN 2:
Client Code:
Bid Number:
PO Number:

Sold to:
Ron Carter Chrysler Jeep Dodge Ram (27018)
3005 FM 528 RD
ALVIN, TX 775118837

Ship to:
Ron Carter Chrysler Jeep Dodge Ram (27018)
3005 FM 528 RD
ALVIN, TX 775118837

Vehicle: 2019 4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in) (DP9L93)

	Sales Code	Description	MSRP(USD)
Model:	DP9L93	4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)	45,595
Package:	2YA	Customer Preferred Package 2YA	0
	ETN	6.7L I6 Cummins Turbo Diesel Engine	7,745
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,600
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	Z9C	GVW Rating - 16000#	0
	YEP	Manuf Statement of Origin	0
	XHC	Trailer Brake Control	295
	TUZ	225/70R19.5G All Traction Tires	250
	NLL	52 & 22 Gallon Dual Fuel Tanks	695
	NAS	50 State Emissions	0
	MRT	Chrome Tubular Side Steps	595
	LAY	LED Tail Lamps	95
	AMP	Chrome Appearance Group	495
	3AH	Price Protection - Code H	0
	4FM	Fleet Option Editor	0
	2SQ	FCA Fleet Powertrain Care	0
	4FT		0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4WA	Misc Commercial Account	0
Destination Fees:			1,695

Total Price: 59,060

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name: HAWKINS LEASE SERVICE
Customer Address: 3205 FM 2403 RD
ALVIN TX 77511 USA

PSP Month/Week:
Build Priority: 01

54342
3566

57908
- 4000

53908

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

CITY COMMISSION REGULAR MTG

(5) (e)

Meeting Date: 07/15/2020

2020-383 CDBG-MIT

Submitted For: Debbie Gurka, Administration

Submitted By: Debbie Gurka,
Administration

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Approve resolution for the 2020-383 CDBG-MIT Administration and/or Planning Services.

BACKGROUND

Proposal Packet for the 2020-383 CDBG-MIT Administration and/or Planning Services were mailed out Thursday, June 25, 2020.

ANALYSIS

The RFP 2020-383 CDBG-MIT Administration and/or Planning Services were opened on July 8, 2020 starting at 2:00 p.m.

Five proposal were submitted by various companies. After reviewing and rating the proposals it is recommended by the Selection Review Committee to award the contract to Grant Works, Inc. The alternate choice is Tidal Basin Government Consulting, LLC.

A Letter of Recommendation and Cost of Service is attached.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Letter of Recommendation

Cost of Service

RESOLUTION NO. 20-071

A RESOLUTION APPROVING RFP NO. 2020-383 AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) ADMINISTRATION AND / OR PLANNING SERVICES CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, participation in CDBG-MIT programs requires implementation by professionals experience in the administration of federally-funded projects; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with the Texas General Land Office (GLO) requirements; and

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance and financial and technical resources; and

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 GrantWorks, Inc. to provide CDBG application and project-related administration /project delivery services for CDBG - MIT program(s) with an alternate choice of Tidal Basin Government Consulting, LLC.

SECTION 2: That any and all project-related services contracts and commitments made with the above named service provider(s) are dependent on the successful negotiation of a contract with the service provider.

SECTION 3: That the Mayor is hereby authorized to enter into an agreement with GrantWorks, Inc. for the Cost of Services for rates proposed as described in **Exhibit “A,”** attached hereto and made a part hereof for all intents and purposes.

PASSED AND ADOPTED this 15th 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 OF TEXAS CITY, TEXAS

EMERGENCY MANAGEMENT • OFFICE: (409) 643-5880



Texas City
EST. 1911

Mayor:
Matthew T. Doyle

Commissioners:
Phil Roberts
Bruce Clawson
Earl Alexander
Abel Garza, Jr.
Dorthea Jones
Jami Clark

July 9, 2020

RE: City of Texas City RFP 2020-383 CDBG-MIT Administration and/or Planning Service.

Mayor and Commissioners:

After reviewing and rating proposal submittals for the RFP 2020 -383 CDBG-MIT Administration and/or Planning Service it is the Selection Review Committee's recommendation to select and award the contract to GrantWorks, Inc.

Thank you on behalf of the Selection Review Committee

Thomas Muñoz
Emergency Management Coordinator

"QPS - Quality Public Service"

Cost of Services: Administration Services (Infrastructure)

Indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

The City of Texas City may apply for all, none, or any combination of the CDBG-MIT infrastructure programs listed below (see the Administration Services—Description of Programs in this RFP) and choose one or more service providers to implement awarded activities.

Maximum amount of grant funds firm is able and/or willing to manage: \$ No Maximum Amount

Indicate pricing for any/all CDBG-MIT programs for which firm is able and/or willing to provide specified services at the level of the total award amount.

ADMINISTRATIVE FEE SCHEDULE BASE Proposed Cost to Provide <u>All</u> Grant Administration Services General Administrative, Environmental, Construction Mgt, related Acquisition Duties (Not Buyout)	Total Award Amount					
	<\$249,999.99	\$250,000- \$749,999.99	\$750,000 - \$999,999.99	\$3,000,000	\$1,000,000 - \$24,999,999.99	\$25,000,000 - \$100,000,000
<input type="checkbox"/> Hurricane Harvey Mitigation (for declared counties)				8% Less \$7,500	8% Less \$7,500	6% Less \$7,500
<input type="checkbox"/> 2015 Floods Mitigation (for declared counties)				8% Less \$7,500		
<input type="checkbox"/> 2016 Floods Mitigation (for declared counties)				8% Less \$7,500		
<input type="checkbox"/> Regional Mitigation (for declared counties)	13% Less \$7,500	11% Less 7,500	10% Less 7,500		8% Less \$7,500	6% Less \$7,500

Proposed Cost to Provide Environmental Services will be deducted from the top Grant Administrative Fee Schedule	
Program	Fees
<input type="checkbox"/> Hurricane Harvey Mitigation (for declared counties)	\$7,500
<input type="checkbox"/> 2015 Floods Mitigation (for declared counties)	\$7,500
<input type="checkbox"/> 2016 Floods Mitigation (for declared counties)	\$7,500
<input type="checkbox"/> Regional Mitigation (for declared counties)	\$7,500
Proposed Cost to Provide Buyout Services Only (if needed as part of an infrastructure project these fees will be deducted proportionally from the Grant Admin Fee Schedule)	
Program	Fees
<input type="checkbox"/> Hurricane Harvey Mitigation (for declared counties)	12%
<input type="checkbox"/> 2015 Floods Mitigation (for declared counties)	12%
<input type="checkbox"/> 2016 Floods Mitigation (for declared counties)	12%
<input type="checkbox"/> Regional Mitigation (for declared counties)	12%

GrantWorks is prepared to negotiate the cost and scope of services prior to final selection, as allowed by State and Federal regulations. An administrative services contract will be executed between GrantWorks and the City only in the event of a CDBG-MIT award.

CITY COMMISSION REGULAR MTG

(5) (f)

Meeting Date: 07/15/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-072, extending the Mayor's Declaration of Disaster. (Emergency Management)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION 20-072

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 16, 2020. Today's extension will continue until 5:00p.m August 6, 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.

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

PASSED AND ADOPTED this 15th 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) (g)

Meeting Date: 07/15/2020

Bid # 2020-085 Laboratory Testing At The Wastewater Treatment Plant

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 # 2020-085 Laboratory Testing at the Wastewater Treatment Plant Annual Contract.

BACKGROUND

A notice to bidders was published in the Galveston County Daily News June 18th, and 25th of 2020, and bid packets were made available to local area vendors. The bids were opened and read aloud on July 8, 2020 and the lowest responsible bidder was Envirodyne. A bid tabulation is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to award Bid # 2020-085 Laboratory Testing At The Wastewater Treatment Plant Annual Contract to Envirodyne Laboratories, Inc. for the unit prices bid and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution
Exhibit A

RESOLUTION NO. 20-073

A RESOLUTION AWARDING BID NO. 2020-085 AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR LABORATORY TESTING AT THE CITY'S WASTEWATER TREATMENT PLANT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on June 18, 2020, bids were opened for the laboratory testing at the City's Wastewater Treatment Plant, Bid No. 2020-085; and

WHEREAS, the Public Works Department recommends that the annual contract be awarded to Envirodyne Lab, Inc., Houston, Texas, for the unit prices bid.

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

SECTION 1: That the City Commission hereby approves and awards the bid for annual contract for laboratory testing at the City's Wastewater Treatment Plant to Envirodyne Lab, Inc., for the amounts as set out on the Bid Tabulation, attached hereto as Exhibit "A" and made a part hereof.

SECTION 2: That the Mayor is hereby authorized to enter into an agreement with Envirodyne Lab, Inc. for the annual contract.

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

PASSED AND ADOPTED this 15th 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 of Texas City

BID TABULATION

2020-085 LABORATORY TESTING AT THE WASTE WATER TREATMENT PLANT ANNUAL CONTRACT

Bid Opening: Tuesday, July 07, 2020 at 11:00 a.m.

EFFLUENT

<u>Vendor</u>	Envirodyne	ALS
1.C-BOD-5 Unit	\$17.00	\$25.00
Annual	\$6,205.00	\$9,125.00
2. TSS Unit	\$7.00	\$9.00
Annual	\$2,555.00	\$3,285.00
3. NH3-N Unit	\$15.00	\$12.00
Annual	\$5,475.00	\$4,380.00
4. BioMonitor. Chr. Unit	\$750.00	\$1,500.00
Annual	\$3,000.00	\$6,000.00
5. BioMonitor. Acute Unit	\$150.00	\$300.00
Annual	\$300.00	\$1,300.00
6. Enterococci Unit	\$22.00	\$30.00
Annual	\$5,720.00	\$7,800.00

City of Texas City

BID TABULATION

2020-085 LABORATORY TESTING AT THE WASTE WATER TREATMENT PLANT ANNUAL CONTRACT

Bid Opening: Tuesday, July 07, 2020 at 11:00 a.m.

INFLUENT

<u>VENDOR</u>	Envirodyne	ALS
1.C-BOD-5 Unit	\$17.00	\$30.00
Annual	\$3,570.00	\$6,300.00
2. TSS Unit	\$7.00	\$9.00
Annual	\$1,470.00	\$1,890.00
3. NH3-N Unit	\$15.00	\$15.00
Annual	\$3,150.00	\$3,150.00

City of Texas City

BID TABULATION

2020-085 LABORATORY TESTING AT THE WASTE WATER TREATMENT PLANT ANNUAL CONTRACT

Bid Opening: Tuesday, July 07, 2020 at 11:00 a.m.

SLUDGE (CLASS A &B)

Vendor	Envirodyne	ALS
1.Fecal Coliform Unit	\$50.00	\$25.00
Annual	\$300.00	\$150.00
2. Metals Unit	\$125.00	\$55.00
Annual	\$750.00	\$330.00
3. Full TCLP Unit	\$700.00	\$440.00
Annual	\$700.00	\$440.00
4. PCB Unit	\$50.00	\$45.00
Annual	\$50.00	\$45.00
5. RCI Unit	\$115.00	\$75.00
Annual	\$115.00	\$75.00
6. Paint Filter Testing Unit	\$5.00	\$10.00
Annual	\$5.00	\$10.00

City of Texas City

BID TABULATION

2020-085 LABORATORY TESTING AT THE WASTE WATER TREATMENT PLANT ANNUAL CONTRACT

Bid Opening: Tuesday, July 07, 2020 at 11:00 a.m.

Vendor	Envirodyne	ALS
Total Annual	\$33,365.00	42,950.00

CITY COMMISSION REGULAR MTG

(5) (h)

Meeting Date: 07/15/2020

Bid # 2020-084 Gasoline and Diesel 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 Bid # 2020-084 Gasoline and Diesel Annual Contract.

BACKGROUND

A notice to bidders was advertised on June 18 & 25, 2020, and bid packets were made available to local area vendors.

Bids were opened on Tuesday, July 7, 2020 at 10:00 a.m.

The lowest responsible bidder meeting all requirements was Sun Coast Resources, Inc. in Houston, Texas.

A bid tabulation is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to award Bid # 2020-084 Gasoline and Diesel Annual Contract to Sun Coast Resources, Inc. for the unit prices bid and that the Mayor is authorized to execute this contract on behalf of the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 20-074

A RESOLUTION AWARDING BID NO. 2020-084 AND AUTHORIZING THE MAYOR TO ENTER INTO ANNUAL CONTRACT FOR THE PURCHASE OF GASOLINE AND DIESEL; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on July 7, 2020 bid packets were opened for the purchase of gasoline and diesel, Bid No. 2020-084; and

WHEREAS, the lowest responsible bid meeting all specifications for the Annual Contract for the purchase of gasoline and diesel was submitted by Sun Coast Resource, Houston, Texas, for the unit prices bid.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby awards Sun Coast Resource for Bid No. 2020-084 Gasoline and Diesel Annual Contract.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with Sun Coast Resource for the respective unit prices bid in **Exhibit "A"** attached hereto 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 15th 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

**Bid # 2020-084
Gasoline and Diesel Annual Contract**

Bid Opening: Tuesday, July 7, 2020 at 10:00 a.m.

ITEM #	DESCRIPTION	Vendor	
		APACHE	SUNCOAST
1	Gasoline 87 Octane Unleaded Large Lot Transport - 80,000 gal	NO BID	+.0175
2	Gasoline 87 Octane Unleaded Medium Lot Bobtail - 90,000 gal	NO BID	+.07
3	Gasoline 87 Octane Unleaded Small Lot Bobtail - 25,000 gal	NO BID	+.18
4	No. 2 Ultra Low Sulfur Diesel TxLED Large Lot Transport 70,000 gal	NO BID	+0335
5	No. 2 Ultra Low Sulfur Diesel TxLED Medium Lot Bobtail - 80,000 gal	NO BID	+.0800
6	No. 2 Ultra Low Sulfur Diesel TxLED Small Lot Bobtail - 20,000 gal	NO BID	+.21
	TOTAL	NO BID	\$25,145.00

CITY COMMISSION REGULAR MTG

(5) (i)

Meeting Date: 07/15/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-075, appointing an Associate Judge.
(Municipal Court)

BACKGROUND

In the past, the city has had a temporary appointment to assist when a judge would be out due to illness, etc. Because of the COVID situation and other matters, we feel it is better to appoint an associate judge who is only called upon when needed and we do not have to delay until the city commission can make the appointment which could take up to two weeks. Donnie Quintanilla has been the Temporary Judge in the past and is willing to serve as an associate judge. His resume is attached.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Attachment

Donnie Quintanilla

Office:
6710 Stewart Road, Suite 300
Galveston, Texas 77551
409-744-9783

Home:
1709 Pima Court
League City, Texas 77573
409-771-3722 cell

License: **Admitted to the Texas Bar**, November 2003

Education: **Thurgood Marshall School of Law, Texas Southern University**, Houston, TX;
Doctor of Jurisprudence, May 2003

University of Houston, Clear Lake, Houston, TX;
Bachelor of Arts – History, December 1999

Ball High School, Galveston, Texas
Diploma, 1995

Employment History:

July 7, 2020 – Present: **Prosecutor** – City of Clear Lake Shores

September 2018 – Present: **Magistrate Court Judge of Galveston County, Texas**

August 2018 Appointed Temporary Associate Municipal Court Judge –
City of Texas City, Texas

August 21, 2006 – Present: **Attorney**
Doyle Law Firm, PLLC.- Galveston, TX formerly Bettison, Doyle,
Apffel & Guarino

March 2011 – Present: **Prosecutor** – City of Friendswood, Texas

Nov. 2003 – Sept. 2006 **Assistant District Attorney**, Galveston County

Summer Clerk, 2000-2002 **Deputy Clerk**, Galveston County District Clerk’s Office

Awards: **2010 “Rising Star” Award, Texas Monthly Magazine**

Community Service & Memberships:

Board Member, Women’s Resource and Crisis Center 2011 -2013

Galveston Chamber of Commerce, 2006 - Present

Member, College of the State Bar, 2009 - 2014

Galveston County Bar Association, 2006 - Present

Galveston County Criminal Defense Lawyer’s Association, 2006 - Present

Texas Criminal Defense Lawyer’s Association, 2007 – 2018

Board Member, Galveston County Coastal Windstorm Insurance Coalition, 2017- Present

Donnie Quintanilla Biography

I am 43 years old born and raised in Galveston, Texas. I have resided in League City, Texas for the last 18 years. I have two children, Ashton age 15 and Abigail age 13. I attended Galveston Public schools and graduated from Ball High school. After high school, I attended the University of Houston and received a Bachelor of Arts degree in History before attending law school. I received my doctor of jurisprudence degree from Thurgood Marshall School of Law at Texas Southern University in May 2003, and took the July bar exam. I was licensed in November 2003.

During law school I clerked at the Galveston County District Clerk's office and the Harris County District Attorney's office. I was offered a position with the Galveston County District Attorney's office in November 2003 as a misdemeanor prosecutor assigned to County Court #2. After 10 months I was promoted to a felony prosecutor assigned to the 10th District Court. In 2006, I was offered a position with the law firm of Bettison, Doyle, Apffel, and Guarino handling cases in many areas of law. I have remained at the firm since then however the firm reorganized as the Doyle Law Firm in 2017. I practice mainly criminal, family, and juvenile law.

In 2011, I was hired by the city of Friendswood as their municipal court prosecutor and remain there. On average, prior to COVID-19, our dockets would average 150 cases per Wednesday evening. I have experience in handling a variety of municipal violations, and large dockets while doing so in a timely and efficient manner. I was recently appointed as the Clear Lake Shores Municipal prosecutor.

In August 2018, I was appointed as a temporary associate Judge for the City of Texas City due to medical needs of the presiding judge. I have been a Magistrate for Galveston County since September 2018.

Throughout my career I have served as a member of various groups and organizations in the legal profession and community.

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 07/15/2020

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 a truck to pull the Emergency Management department's mobile command center trailer.

ANALYSIS

Budget amendment:

Capital Equipment Replacement Fund (Fund 602):

Operating Equipment and Vehicles \$60,000.00

Unassigned Fund Balance (\$60,000.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 20-27

AN ORDINANCE AMENDING ORDINANCE NO. 19-27 ADOPTING THE 2019-2020 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR THE PURCHASE OF A TRUCK TO PULL THE EMERGENCY MANAGEMENT DEPARTMENT'S MOBILE COMMAND CENTER TRAILER ; 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 a truck to pull the Emergency Management Department's mobile command center trailer.

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:

<u>Capital Equipment Replacement Fund (Fund 602)</u>	
Operating Equipment and Vehicles	\$60,000.00
Unassigned Fund Balance	(\$60,000.00)

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 15th 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

(6) (b)

Meeting Date: 07/15/2020

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 necessary work to be done in and around the recently acquired building at 7800 Emmett F. Lowry Expressway.

From Public Works department:

Below is an estimate of work to be done to the new building:

- Parking lot \$300,000
- New flooring \$45,000
- Replace light fixtures \$4,500
- A/C repairs \$18,000
- New walls / repainting \$20,000
- Technology \$7,500
- Building signage \$5,000

Estimated Total: \$400,000

ANALYSIS

Budget amendment:

General Fund (Fund 101) Department 301:

Land and Building Improvements \$400,000.00

Unassigned Fund Balance (\$400,000.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 20-28

AN ORDINANCE AMENDING ORDINANCE NO. 19-27 ADOPTING THE 2019-2020 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR NECESSARY WORK TO BE DONE IN AND AROUND THE RECENTLY ACQUIRED BUILDING AT 7800 EMMETT F. LOWRY EXPRESSWAY; 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 start the necessary work to be done in and around the recently acquired building at 7800 Emmett F. Lowry Expressway.

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:

General Fund (Fund 101) Department 301:

Land and Building Improvements	\$400,000.00
Unassigned Fund Balance	(\$400,000.00)

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 15th 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