

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, MARCH 19, 2025 - 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM - CITY HALL  
1801 9th Ave. N.  
Texas City, TX 77590

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

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a) Service Awards

Richard Valdivia	Police	03/31/2005	20 years
Johnny SanMiguel	Sanitation	03/24/2005	20 years
Neal Ferguson	Public Works	03/06/2000	25 years
Charles Brooks	Parks & Recreation	03/20/1995	30 years

(5) REPORTS

(a) Annual Bayou Golf Course Report (Golf Course)

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

(a) Approve City Commission Minutes for March 5, 2025 meeting. (City Secretary)

(b) Approve City Commission Minutes for the December 18, 2024 Meeting (City Secretary)

- (c) Consider and take action on Resolution No. 2025-030, approving the annual Galveston County Mosquito Control Program to service Texas City, Texas. (City Secretary)
- (d) Consider and take action on Resolution No. 2025-001, appointment of alternate member to the Zoning Commission. (City Secretary)
- (e) Consider and take action on Resolution No. 2025-002, authorizing the City of Texas City to execute a General and No Litigation Certificate and stating our non-objection to such from the Southeast Texas Housing Finance Corporation (SETH) for Piedmont Apartments- Baytown (\$30,000,000) located in Baytown, Texas. (Legal)
- (f) Consider and take Resolution No. 2025-003, authorizing a payment for the City's annual ERP System subscription- Munis. (Finance)

(8) REGULAR ITEMS

- (a) Consider and take action on Resolution No. 2025-004, authorizing the Publication of Notice of Intention to Issue City of Texas City, Texas Certificates of Obligation, Series 2025. (Finance)
- (b) Consider and take action on Resolution No. 2025-031, authorizing an agreement with Alfa Laval Inc. (Public Works)
- (c) Consideration of and action on Resolution No. 2025-032, authorizing a Publication of Notice of Intention To Issue Certificates Of Obligation, Series 2025. (Finance)

(9) EXECUTIVE (CLOSED) SESSION

- (a) Convene for Executive (Closed) Session pursuant to the Texas Open Meetings Act, Chapter 551, Texas Government Code to discuss the following:  
§551.087. Deliberation Regarding Economic Development Negotiations: (1)

(10) RECONVENE FROM EXECUTIVE (CLOSED) SESSION

- (a) Discussion and possible action deriving from Executive Session.

(11) COMMISSIONERS' COMMENTS

(12) MAYOR'S COMMENTS

(13) ADJOURNMENT

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

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

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON MARCH 14, 2025, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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RHOMARI LEIGH  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(4) (a)**

**Meeting Date:** 03/19/2025

March 2025 Service Awards

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

**Submitted By:** Susan Sensat, Human Resources

**Department:** Human Resources

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**Information**

**ACTION REQUEST**

Service Awards

Richard Valdivia	Police	03/31/2005	20 years
Johnny SanMiguel	Sanitation	03/24/2005	20 years
Neal Ferguson	Public Works	03/06/2000	25 years
Charles Brooks	Parks & Recreation	03/20/1995	30 years

**BACKGROUND (Brief Summary)**

Service Award(s) for the following individual(s) for the month of March is based on their years of service with the City.

**RECOMMENDATION**

Human Resources recommend approval of the March service awards.

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**Fiscal Impact**



**CITY COMMISSION REGULAR MTG**

(7) (b)

**Meeting Date:** 03/19/2025

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Approve City Commission Minutes for the December 18, 2024 Meeting (City Secretary)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Minutes

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REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, DECEMBER 18, 2024 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, DECEMBER 18, 2024, 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 5:00 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

Present: Dedrick D. Johnson, Mayor  
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem  
Abel Garza, Jr. , Commissioner At-Large  
DeAndre' Knoxson, Commissioner District 1  
Keith Love, Commissioner District 2  
Chris Sharp, Commissioner District 3  
Jami Clark, Commissioner District 4

2. INVOCATION

Led by Pastor Tim Franklin of The Connection Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 2, Keith Love.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

Tacarra Creamer	Parks & Recreation	12/08/2014	10 years
Damon McNeel	Library	12/20/1999	25 years
Mickey House	Police	12/27/1994	30 years
Debra McGrew	Police	12/19/1994	30 years

b. Firefighter of the Year 2024 Award Presented to Engineer Brent Black

Dennis Harris, Fire Chief, promoted Brent Black to Engineer.

5. PUBLIC COMMENTS

The following members of the public requested to address the City Commission: Evelyn Bell, Reva Ornelas Rodriguez, and Pastor James Daniel.

6. CONSENT AGENDA

Commissioner District 4, Jami Clark, made a motion to approve Consent Agenda items 6a, b, c, d, e, and f. The motion was seconded by Commission At-Large, Mayor Pro Tem, Thelma Bowie.

- a. Approve City Commission Minutes for the December 4, 2024 meeting. (City Secretary)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

**Vote: 7 - 0 CARRIED**

- b. Consider and take action on Resolution No. 2024-171, approving and awarding a contract for Bid No. 2025-001 Vegetation Management Chemicals Annual Contract. (Public Works)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

**Vote: 7 - 0 CARRIED**

- c. Consider and take action on Resolution No. 2024-172, authorizing a fiscal year payment to Badger Meter for wireless cell phone reading of water usage for billing of City Water Customers. (Public Works)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

**Vote: 7 - 0 CARRIED**

- d. Consider and take action on Resolution No. 2024-173, authorizing the purchase of bunker gear for the Texas City Fire Department. (Fire)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

**Vote: 7 - 0 CARRIED**

- e. Consider and take action on Resolution No. 2024-174, adopting the new City of Texas City Water Conservation and Drought Contingency Plan. (Public Works)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

**Vote: 7 - 0 CARRIED**

- f. Consider and take action on Resolution No. 2024-175, authorizing payment to Accurate Utility Supply for the purchase of meters and other related appurtenances. (Public Works)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

**Vote: 7 - 0 CARRIED**

7. REGULAR ITEMS

- a. Consider and take action on Resolution No. 2024-176, authorizing a Waiver of Right to Terminate provision 16.6 of the 312 Tax Abatement Agreement between the City of Texas City and Gulf Coast Ammonia LLC., for failure to place the improvement in service by December 31, 2024. (Management Services)

Jon Branson, Executive Director of Management Services, recommends that a Waiver of the Right to Terminate be approved and that the deadline be extended to December 31, 2025.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 3 Chris Sharp

**Vote: 7 - 0 CARRIED**

- b. Consider and take action on Resolution No. 2024-177, authorizing the Mayor or his designee to enter into a contract with Generocity Services (Choice Partners Contract #23/016MR-17) to replace the original target system and floor at the Criminal Justice Center Indoor Shooting Range. (Public Works)

Jack Haralson, Public Works Director, requested for this item to be pulled so the City can explore a more cost-effective way to complete this task.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 1 DeAndre' Knoxson

**Vote: 7 - 0 CARRIED**

- c. Consider and take action on Resolution No. 2024-178, authorizing a Cost of Living Adjustment (COLA) for Non-Civil Service staff. (Finance)

Cynthia Rushing, Chief Financial Officer, recommends a 3% COLA for non-civil service staff employed on or before July 1, 2024; going into effective on January 1, 2025.

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner District 2 Keith Love

**Vote: 7 - 0 CARRIED**

- d. Consider and take action on Ordinance No. 2024-29, amending the 2024/2025 fiscal year budget to accept and appropriate funds from Lago Mar Development Authority and appropriate funds from the Undesignated Fund Balance Sewer Zone 2. (Finance)

Cynthia Rushing, Chief Financial Officer, recommends the Budget amendment to accept and record the Developer's deposit.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

**Vote: 7 - 0 CARRIED**

- e. Consider and take action on Resolution No. 2024-179, ratifying the authorization of payment made for windstorm insurance premiums to the Texas Windstorm Insurance Association (TWIA). (Finance)

Cynthia Rushing, Chief Financial Officer, recommends to approve and to ratify the payment to Texas Windstorm Insurance Association (TWIA).

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner At-Large Abel Garza, Jr.

**Vote: 7 - 0 CARRIED**

8. COMMISSIONERS' COMMENTS

9. MAYOR'S COMMENTS

An audiovisual recording of this meeting is available on the City's website and retained by the CSO for two years after the date of the adaption of the minutes to which the meeting corresponds.

10. ADJOURNMENT

Having no further business, Commissioner At-Large, Abel Garza, Jr. made a MOTION to ADJOURN at 5:40 p.m.; the motion was SECONDED by Commissioner District 4 Jami Clark. All present voted AYE. MOTION CARRIED.

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DEDRICK D. JOHNSON, MAYOR

ATTEST:

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Rhomari Leigh, City Secretary  
Date Approved:

**CITY COMMISSION REGULAR MTG**

(7) (c)

**Meeting Date:** 03/19/2025

Mosquito Control 2025

**Submitted For:** Rhomari Leigh, City Secretary

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Approving the annual Galveston County Mosquito Control Program to service Texas City, Texas.

**BACKGROUND (Brief Summary)**

The Federal Aviation Administration requires the Galveston County Mosquito Control District to make a yearly request to authorize the Mosquito Control Program to service Texas City. Galveston County funds this program.

There is no fiscal impact for the approval of this item.

**RECOMMENDATION**

City Staff recommends approving the annual Galveston County Mosquito Control Program to service Texas City, Texas.

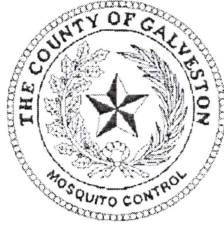
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**Fiscal Impact**

**Attachments**

attachment

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**GALVESTON COUNTY MOSQUITO CONTROL DISTRICT**

5115 HWY 3  
DICKINSON, TEXAS 77539

JOHN G. MARSHALL, JR.  
DIRECTOR  
1-800-842-5622

February 20, 2025

Rhomari Leigh, City Secretary  
City of Texas City  
1801 9<sup>th</sup> Ave North  
Texas City, TX 77590

Dear Ms. Leigh:

As providers of the county funded Mosquito Control Program, we are requesting your approval of the enclosed resolution authorizing the aerial spraying for mosquitos. The Federal Aviation Administration requires us to make a request on a yearly basis. This request does not imply any change in our operations.

It would be greatly appreciated if a copy of the approved and signed resolution be returned, to my office. This resolution may be mailed to 5115 Hwy 3, Dickinson, TX 77539, or emailed to [haley.billiot@galvestoncountytexas.gov](mailto:haley.billiot@galvestoncountytexas.gov)

If you have any questions or concerns please do not hesitate to contact my office at (281) 337-4289.

Sincerely,

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Haley Billiot, Administrative Assistant  
Galveston County Mosquito Control

Enclosure





**CITY COMMISSION REGULAR MTG**

**(7) (d)**

**Meeting Date:** 03/19/2025

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Consider and take action on Resolution No. 2025-001, appointment of alternate member to the Zoning Commission. (City Secretary)

**BACKGROUND (Brief Summary)**

Sec. 2. City Zoning Commission establishment, membership, duties, and terms. The commission may at any time after the adoption of this Charter establish and maintain a city zoning commission of five members to serve without compensation and to have such powers and duties as the commission may prescribe relative to city zoning in accordance with state law. The commission by duly enacted ordinance may increase the specified number of board members. Members of the board shall be appointed by the commission, upon the recommendation of the mayor. Each member appointed shall be appointed for a term of two years. Any vacancy in and during the unexpired term of an appointed member shall be filled by the commission upon recommendation of the mayor. The chief executive officer shall provide the zoning commission with the necessary help, office equipment, and supplies. (Ord. 19-31, passed 11-18-2019) There is a vacancy on the Zoning Commission due to the resignation of a member. There is no fiscal impact for the consideration of this Agenda Item.

**RECOMMENDATION**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(7) (e)**

**Meeting Date:** 03/19/2025

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Consider and take action on Resolution No. 2025-002, authorizing the City of Texas City to execute a General and No Litigation Certificate and stating our non-objection to such from the Southeast Texas Housing Finance Corporation (SETH) for Piedmont Apartments- Baytown (\$30,000,000) located in Baytown, Texas. (Legal)

**BACKGROUND (Brief Summary)**

City of Texas City as a governmental unit participates in the Southeast Texas Housing Finance Corporation program and feels it is in the best interest of the City to support the City of Baytown, Texas, in its efforts to seek Multifamily Housing Tax-Exempt Bonds to develop a multifamily property. The issuance of the above-referenced bonds is expected to advance the Corporation's continued efforts in providing safe, decent, sanitary, and affordable housing to the residents of its sponsoring political subdivision, including the Piedmont Apartments-Baytown located in Baytown, Texas.

**RECOMMENDATION**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

(7) (f)

**Meeting Date:** 03/19/2025

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Consider and take Resolution No. 2025-003, authorizing a payment for the City's annual ERP System subscription- Munis. (Finance)

**BACKGROUND (Brief Summary)**

The City implemented the Tyler Technologies ERP system in 2010 with annual license fees going forward. In accordance with the City Charter, purchases over \$50,000 must be approved by the Commission. The last time the annual license fee was approved was in 2015, Resolution 15-071. The ERP System is our official book of records for all of the Financial Operations and Municipal Court transactions.

**RECOMMENDATION**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(8) (b)**

**Meeting Date:** 03/19/2025

Rebuild of Belt-Press at Waste Water Treatment Plant

**Submitted For:** Dj Hutchinson, Public Works

**Submitted By:** Dj Hutchinson, Public Works

**Department:** Public Works

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**Information**

**ACTION REQUEST**

The Utilities Department is seeking approval to enter into an agreement with Alfa Laval Inc. of Houston, TX to rebuild the Klampress Belt-Press at the Waste Water Treatment Plant in the amount of **\$305,937.00** funded through Account No. **501703 55360**

**BACKGROUND (Brief Summary)**

The existing WWTP belt-press manufactured by Alfa Laval is used for drying sludge that has been removed from the City's wastewater. The unit is 25+ years old and needs to be overhauled, which, in doing so, will restore the press to like-new condition with a manufacturer's warranty. The total price to rebuild the belt-press is **\$305,937.00**. To purchase a new comparable belt-press, it would cost approximately **\$700,000**. This belt-press has been very dependable during its service life and is worth rebuilding, thus saving a little less than \$400,000.

Alfa Laval is the sole-source provider of OEM parts that are required to overhaul this unit. We will utilize Local Government Code 252 7 D to sole source this repair using Alfa Laval. Using another company other than Alfa Laval for this overhaul would require them to purchase parts from Alfa Laval anyway, which would increase the cost of the additional mark-up for parts. Also, there would be no warranty to rebuild the belt-press since the work would not be done by the manufacturer.

Please see **Exhibit A and B** for additional information.

**RECOMMENDATION**

It is the recommendation of the Utilities Department for the City Commission to approve the above request for the obvious benefits mentioned.

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**Fiscal Impact**

**Attachments**

Exhibit A

Exhibit B

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In LGC 252 on competitive bidding, we should be able to **utilize an exemption** based on the highlight information below.

Sec. 252.022. GENERAL EXEMPTIONS. (a) This chapter does not apply to an expenditure for:

- (1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
- (4) a procurement for personal, professional, or planning services;
- (5) a procurement for work that is performed and paid for by the day as the work progresses;
- (6) a purchase of land or a right-of-way;
- (7) a procurement of items that are available from only one source, including:
  - (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
  - (B) films, manuscripts, or books;
  - (C) gas, water, and other utility services;
  - (D) captive replacement parts or components for equipment;
  - (E) books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
  - (F) management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;
- (8) a purchase of rare books, papers, and other library materials for a public library;
- (9) paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;
- (10) a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;

- (11) a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter [C](#), Chapter [212](#);
- (12) personal property sold:
  - (A) at an auction by a state licensed auctioneer;
  - (B) at a going out of business sale held in compliance with Subchapter [E](#), Chapter [17](#), Business & Commerce Code;
  - (C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or
  - (D) under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter [391](#);
- (13) services performed by blind or severely disabled persons;
- (14) goods purchased by a municipality for subsequent retail sale by the municipality;
- (15) electricity; or
- (16) advertising, other than legal notices.

~Gwynetheia

February 13, 2025

City of Texas City  
3901 Bay Street Extension  
Texas City, TX 77592

Attn: Ronnie Aven

Ref: Texas City WWTP  
(1) Klampress Type 85 2.0 meter  
Reconditioning Proposal  
Alfa Laval Quote No. **040924A-MA Rev 1**



Alfa Laval Inc.  
10470 Deer Trail Drive  
Houston, TX 77038  
USA  
Tel: +1 800-362-9041  
Fax: +1 281-449-1324  
[www.alfalaval.us](http://www.alfalaval.us)

Dear Mr. Aven,

Alfa Laval Inc. is pleased to offer its proposal on new upgrade replacement parts and site machine reconditioning for the above referenced location. Alfa Laval's experience in designing and building new belt filter presses and repairing/rebuilding earlier model belt filter presses, can only enhance our position in offering the services and parts needed to provide additional years of service to your Alfa Laval Klampress.

Alfa Laval started its "Rebuild Program" to provide customers with "today's technology" on earlier model belt filter presses as an alternative to purchasing new replacement equipment. For nearly thirty years, Alfa Laval has completed rebuild projects consisting of partial site repairs, complete site machine reconditioning, complete factory machine reconditioning, partial factory machine reconditioning and site machine upgrades.

Equipment on these projects included Bellmer Winklepresses (German), English Belt Filter Presses, Alfa Laval's MKII & Type 85 Klampresses, and other Belt Filter Presses.

All parts supplied by Alfa Laval for reconditioning your machines shall meet Alfa Laval's latest O.E.M. design standards. All parts will be made to Alfa Laval's standard level of quality under ISO2001:2015 certified procedures. All labor shall be performed by qualified Alfa Laval trained service technicians who are experienced in the disassembly/reassembly of the Klampress.

**Scope of Supply:**

Recondition one (1) Klampress Type 85 Size 3 (2.0 meter) belt filter press at job site. Alfa Laval's scope for reconditioning the Klampress includes using only new O.E.M. (Original Equipment Manufacturer) parts, labor for removal/installation and inbound freight charges.

Alfa Laval shall be responsible for the removal and installation of Klampress replacement parts. Estimated down time for disassembly/reassembly of the Klampress is 12-14 extended working days at 10-12 hours per day, including weekend work.



**Klampress Type 85 Size 3 (2.0 meter) Reconditioning:** The list below details the parts and services provided for the Klampress reconditioning.

<u>QUANTITY</u>	<u>DESCRIPTION</u>
(1) Lot	New upper and lower dewatering filter belts.
(1)	Complete set of new 2 9/16" stub shaft/forged end rollers consisting of the following: <ul style="list-style-type: none"><li>(2) Belt guide retrofit assemblies (replaces 4" rollers)</li><li>(7) 8" Plain rollers (steering/guide)</li><li>(2) 12" Drive rollers</li><li>(4) 12" Plain pressure rollers</li><li>(1) 18" Plain pressure roller</li><li>(1) 24" Perforated roller</li></ul>
	Drive rollers shall be coated with ¼" Buna-N rubber. Perforated roller shall be fabricated from 316 stainless steel. All other rollers coated with 30 mils of thermoplastic nylon .
(30)	New Alfa Laval 2 9/16" bearing housing assemblies. New Alfa Laval bearing assemblies consist of housing, triple labyrinth seal, bearing with steel bronze machined cage, 316 stainless steel hardware and taper lock nut assembly. Housings will be nylon coated for maximum protection against corrosion. Housing shall have a triple labyrinth seal for superior sealing against contaminants. Greasing intervals every 6 months.
(1) Lot	New 316 stainless steel mounting hardware for bearing assemblies.
(1) Lot	New retrofit 316 stainless steel upper and lower washbox assemblies with adjustable side panels. Includes mounting brackets, wash tube spray showers, and UHMWPE mounting blocks.
(1)	Retrofit existing platform mounted drive to dual shaft mounted drive units (Eurodrive KA87). <b>Note: Customer shall disconnect existing wiring/conduit and connect all electrical wiring/conduit to the new motor.</b>
(2)	New 316 stainless steel hydraulic steering valves and paddle assemblies with ceramic wear pads.
(1)	New 316 stainless steel hydraulic tensioning valve.
(4)	New fiberglass steering and tensioning cylinders. New hydraulic cylinders shall have fiberglass outer casing, laminated phenolic heads, stainless steel tie rods and 316 stainless steel piston rods.



<u>QUANTITY</u>	<u>DESCRIPTION</u>
(4)	New steering pivot plate assemblies fabricated from A-36 carbon steel and hot-dip galvanized, with UHMWPE pivot bushings.
(2)	New upper and lower tension bars for hydraulic cylinders. New tension bars fabricated from A-36 carbon steel then hot-dip galvanized.
(1)	New single stage hydraulic retrofit lid assembly for control of the automatic steering and tensioning systems on the belt press. Lid assembly shall be mounted on customer's existing 20-gallon reservoir. Lid assembly will include new hydraulic lid, filter, pump/motor assembly, 316 stainless steel tubing, neoprene tank gasket, low pressure switch and 20 gallons of hydraulic oil. <b>Note: Customer shall disconnect existing wiring/conduit and connect all electrical wiring/conduit to the new motor/pressure switch.</b>
(1) Lot	New press mounted electrical components consisting of: <ul style="list-style-type: none"><li>(1) No cake limit switch.</li><li>(2) Belt misalignment limit switches.</li><li>(2) Belt breakage limit switches.</li><li>(1) Emergency-stop trip cord switch.</li><li>(1) NEMA-4X stainless steel junction box assembly.</li></ul>
(1)	New neoprene rubber flap on reversal roller guard.
(2)	New discharge end scraper blades fabricated from UHMWPE.
(1)	New wedge section scraper blade fabricated from UHMWPE.
(1) Lot	New poly wear bars (UHMWPE) for the upper and lower grid weldments.
(2)	New gravity section cross members fabricated from A-36 carbon steel then hot dipped galvanized.
(51)	New chicane assemblies with galvanized carbon steel chicane castings and UHMWPE chicane blades.
(1) Lot	New rubber seals on washboxes, gravity and wedge section sludge restrainers.
(1) Lot	New tension yoke bearings fabricated from A-36 carbon steel and hot-dip galvanized with Teflon sleeves at the pivot point.
(1) Lot	Site labor for disassembly/assembly.
(1)	Inbound freight charges. Off-loading at site by others.

Total Sell Price for one (1) Klampsess Reconditioning,  
F.O.B. Origin with freight allowed to jobsite.

**Pricing Breakdown**

Parts & Freight	\$ 186,677.00
Site Services	\$ 72,149.00
Total	<u>\$ 258,816.00</u>

Purchase Order to be made out to "Alfa Laval Inc." **with above breakdown pricing.**

**Adder:**

**Notes: Adder cost is in addition to the above listed pricing.**

**New Belt Filter Press Main Control Panel (Qty. 1)**

The Belt Filter Press (BFP) Main Control Panel (MCP) will be designed, based on the original panel design. It will be powered from a 480 VAC power source, supplied by others. IEC style motor starters will be supplied for the hydraulic pump and washwater pump, with Allen Bradley PowerFlex style VFD for the belt drive. All other starters / controllers, and 120 VAC power for the polymer system, will be supplied by others.

The BFP Control Panel will be a NEMA 4X 316 Stainless Steel enclosure. The controls for the BFP and ancillary equipment will be manually controlled. START/STOP pushbuttons with RUNNING status lights will be provided for control of the washwater pump/valve, the hydraulic pump, and the belt drive. Speed control and speed indication will be provided for the belt drive. Operator interface will be accomplished using Allen Bradley, Type 800H pilot devices. All logic will be performed via relays and timers, with NO network communication capabilities.

Main Control Panel Installation Shall Be By Others.

**Start-Up Service**

Start-up services shall be provided. Alfa Laval will provide one trip for up to (5) five days to perform Panel check-out/startup/training. During the trip, the sequence of operations will be verified.

Total Adder Sell Price: \$ 47,327.00

**Terms and Conditions:**

Shipment of parts to reconditioning the Klampsess can be made within 18-20 weeks after receipt of Purchase Order. Invoice(s) are due after receipt of parts on site and/or after completion of site work. **Payment terms are 100% Net 30 days. Alfa Laval's "Terms and Conditions of Sale" are enclosed and apply in their entirety.**



Customer shall be responsible for offloading of belt press parts (crates) at job site and placing crates in the work area adjacent to the machine where work will be performed. Customer shall be responsible for disposing of all crating material and all old parts and movement of any obstructions, as needed, to gain full access to the machine (i.e. elevated catwalk, odor hood, etc.).

Prior to Alfa Laval service technician's arrival at site, customer to remove belts and washdown machine to remove any process build-up in the gravity/wedge drainage sections and drain pans.

All local motor disconnect devices and/or local motor lockouts that may be required by a governing electrical code shall be provided and installed by others.

Alfa Laval will warrant, unless otherwise indicated, the new parts, of its own manufacture, for a period of (1) one year from date of delivery. Alfa Laval's obligation under this warranty being limited to repairing or replacing, at its option, any part found to its satisfaction to be so defective, provided that such part is, upon request, returned to Alfa Laval's factory, freight prepaid. This warranty does not cover parts damaged by decomposition from chemical reaction or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, neglect, or from improper operation, maintenance, modification or adjustment.

The quoted prices do not include any bonding, local, state or federal taxes, permits or other fees. Any bonding, taxes or fees that may apply must be added to the quoted price and paid by the buyer. This proposal is offered for acceptance within sixty (60) days from date of quotation. Prices are subject to review thereafter. Prices are firm, based upon receipt of Letter of Intent or Purchase Order and notice to proceed within this sixty (60) day period.

We wish to thank you for the opportunity to provide this rebuild proposal. Should you have any questions, please feel free to contact Ross Locklin @ (346) 366-5909.

Best regards,

*Ross Locklin*

Ross Locklin  
SE Regional Manager – Water Separation Sales



### TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms and Conditions") apply to all quotations, orders, and contracts for Alfa Laval Inc. products (hereafter "Equipment") and associated services ("Services") As used in these Terms and Conditions, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE:** Our sale to you is limited to and expressly made conditional on your assent to these Terms and Conditions and, if applicable, on the attendant quotation, both of which form a part of the contract between us and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect to this sale and any conflicting terms and conditions of yours, whether or not signed by you. Any terms and conditions contained in your purchase order or request for quotation or other form which are different from, in addition to, or vary from these Terms and Conditions are expressly rejected, shall not be binding upon us, and are void and of no force or effect. These Terms and Conditions may not be changed except by the written agreement of both parties.
2. **PRICES:** Unless otherwise specified in writing, all quoted prices are in U.S. Dollars and are firm for thirty (30) days from the date of offer. Prices quoted are exclusive of taxes, freight and insurance, and you agree to pay any and all sales, revenue, excise or other taxes (exclusive of taxes based on our net income) applicable to the purchase of Equipment. If you claim an exemption from any such taxes you shall provide us with a tax exemption certificate acceptable to the taxing authorities.
3. **DELIVERY; FORCE MAJEURE:** Dates for the furnishing of Services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in delivery or failure to deliver caused by carriers or by labor difficulties, shortages, strikes or stoppages of any sort, or difficulties in obtaining materials from ordinary sources and suppliers. In addition, we shall not be liable for any such delays or for any failure to perform our obligations under an order or contract due to any one or more of the following events, whether foreseeable or not: war, hostilities, military operations, terrorism, riots, disorder, accidents, floods, storms, natural disasters, fires, acts of God, epidemics and/or pandemics (and specifically in relation hereto and notwithstanding anything else stated herein, whether or not outbreak of such epidemic or pandemic has occurred prior to acceptance of this order or execution of a contract for the Services), governmental, judicial or administrative decisions, decrees or orders, embargoes or blockades, or any causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.
4. **SHIPMENT, RISK OF LOSS, TITLE:** All sales are made F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our liability for delivery ceases upon making delivery of Equipment to the carrier at the shipping point in good condition. The carrier shall be your agent. Risk of loss shall pass to you upon such delivery. Regardless of the delivery term specified, we shall retain title to the Equipment until final payment thereof has been made.
5. **CREDIT AND PAYMENT:** Payment terms are thirty (30) days net, unless agreed otherwise by us in writing. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event. We shall have the right to deduct from or set off against sums due you any sums due and owing to us from you under any other order or contract between us.



"Klampress Proposal – Texas City"

6. **SECURITY AGREEMENT:** You hereby grant us a security interest in the Equipment, including a purchase money security interest, and in such materials, proceeds and accessories thereof, to secure payment of the purchase price of the Equipment. You authorize us to file or record a purchase order or copy thereof or any UCC financing statement showing our interest in the Equipment in all jurisdictions where we may determine filing to be appropriate, and you agree to sign all such documents reasonably related thereto promptly following our request. You will not encumber the Equipment with any mortgage, lien, pledge or other attachment prior to payment in full of the price therefor.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **EQUIPMENT WARRANTY AND REMEDY:**

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from start-up or eighteen (18) months from delivery to you, whichever occurs first (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we shall repair, replace, or, at our option, refund you the price of the defective Equipment or part thereof.

(b) For repairs, parts and Services provided by us, we warrant to you that the repairs, parts and Services we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the Equipment which required the repairs, parts or Services is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of completion of the repair or other Services, if performed at your facility. If during this ninety day period you discover a defect in the repairs, parts or Services you must promptly notify us in writing and we shall correct such defect with either new or used replacement parts or reperform the Services as applicable. If we are unable to correct the defect after a reasonable number of attempts, we will provide a refund of the price paid for the defective repair, parts or Services.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. The remedies set forth above are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) The warranties set forth above are inapplicable to and exclude any product, components or parts not manufactured by us or covered by the warranty of another manufacturer. We shall have no responsibility for defects, loss or damage to the extent caused by (i) normal wear and tear, (ii) your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iii) repairs or modifications by you or by others not under our direct supervision, or (iv) a product or component part which we did not design, manufacture, supply or repair.

(e) **DISCLAIMER OF IMPLIED WARRANTIES.** THE WARRANTIES SET FORTH ABOVE AND IN SECTION 12 BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



10. **LIMITATION OF LIABILITY:** In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. In no circumstance, shall we be liable for, however such damages are characterized, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, or loss of prospective economic advantage. OUR AGGREGATE LIABILITY FOR FAILURE TO PERFORM, BREACH OF WARRANTY OR BREACH OF OTHER CONTRACTUAL OBLIGATIONS, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE TOTAL PRICE PAID TO US FOR THE EQUIPMENT OR SERVICES THAT ARE THE SUBJECT OF ANY CLAIM BY YOU.

11. **OWNERSHIP:** All drawings, designs, specifications, data and other proprietary rights supplied by us (including without limitation in connection with the Equipment) have been prepared or assembled by us and are (and shall remain) exclusively our property, and upon our request you agree to execute any additional documents needed to give effect to the foregoing. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be disclosed, reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used for furnishing information and/or disclosed, in whole or in part, to others or otherwise for any purpose not specifically authorized in a writing signed by one of our corporate officers.

12. **PATENT INFRINGEMENT**

(a) We make no express or implied warranties of non-infringement with respect to the Equipment. We will, however, defend, indemnify and hold you harmless from any third party apparatus claims based upon an issued U.S. patent to the extent such claim relates to the Equipment supplied and sold to you; provided, however, that we undertake no indemnification in respect of third-party rights (i) where the alleged patent infringement is based upon or related to any method, process or design claims in third-party U.S. patents, any combination of the Equipment with other equipment not supplied by us, or any modifications of the Equipment made by you and not approved by us, or (ii) to the extent the alleged infringement is directly attributable to the negligence or intentional misconduct of you or otherwise for which you are obligated to indemnify us for under paragraph 12(c).

(b) We shall assume defense of a claim at our expense in accordance with these Terms and Conditions, provided you shall notify us within 30 days of your receipt of notice of an alleged third-party claim that you believe would entitle you to patent infringement indemnification pursuant to paragraph 12(a). You acknowledge and agree that we shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 12(a)(i) or (ii), you shall indemnify and hold us harmless for all expenses as well as any awards of damage assessed against us, and, without limiting any of our other rights and remedies available at law or in equity, we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.



13. **INSPECTION:** Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. **SOFTWARE PROVISIONS:** If software is provided hereunder (whether such is integrated into the Equipment or otherwise operates alongside the same), you are hereby granted a non-exclusive, non-sublicensable, non-transferable, royalty free license to access and use such software as provided and as intended with our Equipment. Without limiting the foregoing, under the foregoing license you may specifically: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form solely for back up purposes in support of your use of our software on the Equipment provided in accordance with these Terms and Conditions; and (iii) create one additional copy of the software for archival purposes only. This license may only be assigned, sublicensed or otherwise transferred by you with our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval (or its licensors) and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software as contemplated herein. The software is subject to the confidentiality obligations set forth below in paragraph 15.

15. **CONFIDENTIALITY:** Subject to any non-disclosure or confidentiality agreement already in effect between us, any drawings, data, software or other information exchanged between us is proprietary or confidential to us and shall not be used or disclosed by you without our prior written consent. Confidential information shall not be any information that (i) is known previously to you under no obligation of secrecy; (ii) becomes known to the public through no breach of an obligation of secrecy by you; or (iii) is independently developed by you without use or reference to any of the confidential information or materials provided to you by us.

16. **INAPPLICABILITY OF CISG:** The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or order or the contract between us.

17. **GOVERNING LAW & VENUE:** These Terms and Conditions and any dispute or claim arising out of or related to an order or the contract between us shall be finally decided in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws. You agree that the venue for any such dispute shall lie in the United States District Court for the Eastern District of Virginia, Richmond Division. In the event that federal jurisdiction cannot be established pursuant to 28 U.S.C. §§ 1331 or 1332, the venue for any such dispute shall lie in the Circuit Court of Henrico County, Virginia. You expressly submit and waive any objection to the sole and exclusive jurisdiction of such courts.

18. **GENERAL:** All previous agreements or understandings between us, either oral or written, with regard to the subject order, with the exception of a pre-existing non-disclosure agreement between us, are void and these Terms and Conditions constitute the entire agreement between us with respect to the matters addressed herein. Neither of us shall assign an order or contract to which these Terms and Conditions apply without the prior written consent of the other party, which consent shall not be unreasonably withheld. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either of us or any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.



02/18/2025

City of Texas City WWTP  
1801 9<sup>th</sup> Ave North  
Texas City TX. 77590  
ATTN: Ronnie Avens

Reference: Sole Source Procurement Letter  
(Parts and Service)  
Ashbrook Belt Filter presses Type KP85/2.0m



Alfa Laval Inc.  
10470 Deer Trail Drive  
Houston, TX 77038  
USA  
Tel: +1 800-362-9041  
Fax: +1 281-449-1324  
[www.alfalaval.us](http://www.alfalaval.us)

To Whom it may Concern,

Alfa Laval Inc. (formerly Ashbrook Simon-Hartley Operations LP) is the Original Equipment Manufacturer (O.E.M.) of the Klampress Type 85 / 2.0 Meter (belt filter press) is the sole source authorized provider for all Original Equipment Manufacturer (O.E.M.) parts and service. Only Alfa Laval Inc. certified personnel are allowed to install parts in order to preserve the equipment warranty. Anyone who is not authorized by Alfa Laval to install the parts will subject the Klampress to be out of warranty.

Alfa Laval continues to develop and bring technology to our industry. Due to the sensitive nature of Alfa Laval's technology, our equipment and most replacement parts are either proprietary or patented, as each is designed specifically for your equipment, the application, and expected use, therefore, others cannot legally manufacture our equipment or offer Alfa Laval O.E.M. replacement parts and service.

Constant investment in reasearch and development, a commitment to quality, and improving our new equipment and our equipment currently in operation around the world, allows Alfa Laval to bring the latest developments in technology to our industry and clients. This includes patented or proprietary items such as chicanes, wedge adjustments, cylinders, hydraulic systems, bearing housings, rollers, steering and tensioning systems and so on. An illustration of this commitment is our quality assurance program. All parts are made to Alfa Laval's standard level of quality under ISO9001:2015 certified procedures.

Thank you for requesting this information and the opportunity to fully explain our commitment. If you have any questions, I can be reached at 713-882-1286.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc Arquit", is written over a horizontal line. The signature is fluid and cursive.

Marc Arquit  
Regional Sales Manager  
South – Water Separation Sales



**CITY COMMISSION REGULAR MTG**

**(8) (c)**

**Meeting Date:** 03/19/2025

NOTICE OF INTENT TO ISSUE CERTIFICATE OF OBLIGATION BONDS

**Submitted For:** Cynthia Rushing, Finance

**Submitted By:** Cynthia Rushing, Finance

**Department:** Finance

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**Information**

**ACTION REQUEST**

Consideration of and action on City of Texas City Resolution No. 2025-032: A Resolution Authorizing Publication Of Notice Of Intention To Issue Certificates Of Obligation.

**BACKGROUND (Brief Summary)**

The City of Texas has experienced exponential growth, and the City's operations have grown to adequately service the growth. However, we have outgrown our current facilities. We have been extremely creative in our office spacing, doubling staff in one office and relocating staff to offsite facilities. This is not an optimal method of operation. You lose synergies, efficiencies, and the ability to collaborate easily.

This project is much more than a City Hall. It is about the re-centralization of our operations in a Municipal Complex and improving our ability to serve Texas City residents, its business owners, and our staff. The Municipal Complex will include the following departments:

Municipal Court

Marshal office

Utility Billing

Emergency Operations Center

Economic Development Center

Community Development

Administration- Mayor, HR, IT, Finance, Communications, Legal, City Secretary, Municipal Services, Management Services

In addition to the centralized Municipal Complex (\$55M), the other capital projects included in this \$75M ask are the expansion of the Engineering and Public Works facility (\$3M), Library roof and HVAC repairs (\$1.5M), and new Fire Station (\$14M).

The issuance of COs must follow a series of resolutions and public notices under Texas law. State law requires the adoption of a resolution authorizing the publication of a notice stating the City's intent to issue the certificates of obligation. The notice must be published once a week, for two consecutive weeks in a newspaper of general circulation in the City, with the date of the first publication at least thirty-one (31) days before the date tentatively set in said notice for the passage of the ordinance authorizing the issuance of such Certificates of Obligation. The notice is planned for publication on March 20th and 27th, which meets the 31-day notice requirement for the planned May 21st sale date. Resolution No. 25-xx authorizes publication of a notice of intention to issue Certificates of Obligation in a not to exceed amount of \$75,000,000, including deposits to construction and issuance costs. This resolution begins the process of issuing the Certificates of Obligation. Once the City

Commission approves the resolution, the notice will be sent for publication in the March 20th and 27th newspapers to meet state statute requirements. Rating agency visits will be scheduled for early May, with a sale date of May 21, 2025. The City's financial advisors will monitor the market and report to the City as the sale date approaches.

### **RECOMMENDATION**

Staff recommends approval of Resolution No. 2025-032 stating the City's intent to issue Certificates of Obligation on March 20, 2025, and authorizing publication of a notice in the Galveston Daily Newspaper. Approval will further the City's position as a strong steward of public dollars through reinvestment into facilities and infrastructure, and upon approval, the bond issues will be structured with an aggressive repayment schedule that will **not** increase the City's property tax rate.

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### **Fiscal Impact**