



Kemah City Council Meeting

August 5, 2020

7:00p.m.



AGENDA

August 5, 2020 7:00P.M.

CITY OF KEMAH - CITY COUNCIL AND KEMAH PUBLIC FACILITIES CORPORATION

**Council Chambers, Kemah City Hall,
1401 State Hwy 146, Kemah, Texas**

VIRTUAL MEETING

Terri Gale – Mayor

Teresa Vazquez-Evans	Wanda Zimmer	Kyle Burks	Robin Collins	Isaac Saldaña
Council Position 1	Council Position 2	Council Position 3	Council Position 4	Council Position 5

In accordance with the Texas Open Meetings Act the agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located on the front exterior wall of the City Hall Building, except in case of emergency meetings or emergency items posted in accordance with law.

Texas Criminal and Traffic Law Handbook Penal Code Sec. 38.13 Hindering Proceedings by Disorderly Conduct. A person commits an offense if he intentionally hinders an official proceeding by noise or violent or tumultuous behavior or disturbance. Penal Code Section 42.05 Disrupting Meeting or Procession. A person commits an offense if, with intent to prevent or disrupt a lawful meeting, procession, or gathering, he obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.

The City Council reserves the right to meet in closed session on any of the below items should the need arise and if applicable, pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

1. Pledges

2. Prayer

3. Invitation to Address Council

(State law prohibits the Mayor and members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed to the entire Council, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of speaking privileges and expulsion from Council Chambers. Your comments are limited to two (2) minutes.)

4. Council Members Comments and Announcements (Items of Community Interest Only)

5. Mayor's Comments

6. City Administrator Report:

- Financials
- Economic Development

- Events and Operations

7. CIP

8. Police and Emergency Management Report

- Events and Operations
- Emergency Services

9. Communications and Marketing Report

10. Consent Agenda

The following items are considered routine by the City Council and will be enacted by one motion. There will not be a separate discussion on these items unless a Council member requests it, in which event the item will be removed from the consent agenda and discussed after the consent agenda.

A. Approval of Minutes

- 2020-05-20 Council Minutes

B. Quarterly Investment Reports

- April-June 2020

C. Approval of Clear Channel Contract as amended

11. Consideration and Possible Action: to hire Bobby Hurman as Director of IT and Operations, or another title agreeable to city council, under terms agreeable to city council.

12. Consideration and Possible Action: to set an official budget hearing date, propose a tax rate, set date for hearing and/or adopt tax rate and take any other action necessary to adopt a tax rate.

13. Consideration and Possible Action: to approve a Financial Policy Manual for the City of Kemah

14. Consideration and Possible Action: to approve the TLC Office Systems & Pulsar 360 Agreement Contracts.

15. Council Members' Closing Comments

16. Mayor's Closing Comments

17. Adjourn

ONLINE: <https://global.gotomeeting.com/join/730866597>

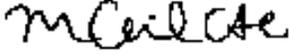
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CERTIFICATION

This is to certify that a copy of the Notice of the Regular City Council meeting for **Wednesday, August 5, 2020**, was posted on the bulletin board at City Hall, 1401 Highway 146, Kemah, Texas, on this the 31st day of July, 2020, prior to 7:00 p.m.



Melissa Chilcote, City Secretary

Date

____ 07/31/2020 _____

I certify this notice was removed by me from the Kemah City Hall bulletin board on the ____ day of _____, 2020. _____



Kemah City Council Agenda Item #10A Minutes

Consent Agenda Item #10A: Minutes

- 2020-05-20 Council Minutes



MINUTES
May 20, 2020

Regular Kemah City Council Meeting
Kemah Public Facilities Corporation

Mayor Terri Gale called the Kemah Council Meeting/Kemah Public Facilities Corporation Meeting to order at 7:00pm as a virtual meeting for the City of Kemah. Present were City Council Members Teresa Vazquez-Evans, Wanda Zimmer, Kyle Burks, Robin Collins, and Isaac Saldaña. Mayor Terri Gale declared a quorum. Also in attendance were City Attorney Dick Gregg Jr., City Administrator/Police Chief Walter Gant, Accounting and HR Manager Chandra Jobb, and City Secretary Melissa Chilcote. *(The time in italics on each item indicates the approximate start time of the section in the associated audio file.)*

1. 00:00:00 Pledges

Pledges led by: Robin Collins

2. 00:00:00 Prayer

Prayer led by: Mayor Gale

3. 00:00:00 Invitation to Address Council

1. Paul Robinson –
 - a. Texas Outlaw Challenge
2. Daniel Conrad –
 - a. Thank you for your service to the City.
 - b. Item 12
3. Shelia Thorne –
 - a. Item 12
 - b. Item 18
 - c. Item 19

4. 00:00:00 Council Members Comments and Announcements

Council Member Isaac Saldaña

Appreciative of following after Teresa. She always sums it up. Thanks.

Council Member Robin Collins

Thanks for tuning in tonight.

National EMS Week

Council Member Kyle Burks

Thanks for Coming

Council Member Wanda Zimmer

Welcome everyone. Thanks for coming and participating. Glad we survived the rain.

Council Member Teresa Vazquez-Evans

Thank you for joining us.

Friday rains – Thanks to staff, first responders, and Mayor. Help with the Drainage plan and what needs to be considered.



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Regular Kemah City Council Meeting Kemah Public Facilities Corporation

National EMS Week

5. 00:00:00 **Mayor's Comments**

Thank you for coming.

National Police Week – last week

National EMS Week – This week – improved response time – Welcome Rob Steckler Fire Chief

COVID 19 Recovery – testing more accessible

- Bars open 25%
- Restaurant's open 50%

Friday rains – important to address drainage issues – Police Dept. – helped address emergencies in neighborhoods – Fire Dept. support in Kemah Oaks

City Hall flooded – previous flooding as well

6. 00:00:00 **City Administrator Report**

- Financials
 - General Fund: \$1,325,938
 - KGF: \$468,821
 - Total \$5,622,352 in bank
 - April Financials – March Sales tax 34% down year over year
 - Current deficit \$171,000
 - Surplus of \$30,000 next year
 - Proposal for \$38,000 for cleaning services – did not move forward with that
 - April 2020– paid out \$3,046 in overtime to Communications and Marketing Director
 - April 2020– paid out \$2,423 in overtime to our IT Director
- Economic Development
 - Traffic Light at Bel. TxDOT should be up and running in 2 weeks.
- Events and Operations
 - Fridays flooding – video showing – 7 areas of City Hall and Police Station flooded – TML claim already started
 - i. Mold assessment
 - South Kemah, Winfield, West Kemah - drainage
- Technology Department

7. 00:00:00 **CIP**

8. 00:00:00 **Police and Emergency Management Report**

- Events and Operations



**MINUTES
May 20, 2020**

**Regular Kemah City Council Meeting
Kemah Public Facilities Corporation**

- Phase 1 – smooth until last week – calls picking up including more serious calls: child abduction, stolen vehicles, deadly conduct, and things of those nature. Stats will be available at the next meeting.
- Accidents – delays
- Phase 2 – Memorial weekend – bars opening – additional staff will be present (swing shift – 4 on nights from 3pm to 3am and 6pm to 2am)
- Flooding – been covered
- Emergency Services

9. 00:00:00 Communications and Marketing Report

Workshop set for June 3rd at 5:30pm – Marketing Strategy for 20/21 Budget

10. 00:00:00 Consent Agenda

- A. Approval of Minutes
 - 2020-04-15 Council Workshop Minutes
 - 2020-04-22 Council Workshop Minutes
 - 2020-04-29 Special Council Minutes
 - 2020-05-06 Council Minutes
- B. Ordinance to amend Chapter 38, Environment, specifically –Article VIII - Stormwater Management (Second Reading)
- C. Approve Contract for Election Services for the November 2020 Election

Motion: To remove A and approve B and C
 Made By: Council Member Teresa Vazquez-Evans
 Seconded By: Council Member Robin Collins
 Vote: **Motion carried** unanimously by all Council Members present.

Motion: to approve A with the edits and adding teleconference to each of the minutes
 Made By: Council Member Teresa Vazquez-Evans
 Seconded By: Council Member Wanda Zimmer
 Vote: **Motion carried** unanimously by all Council Members present.

11. 00:00:00 Consideration and Possible Action: Ordinance to amend Chapter 46, FLOODS (First Reading)

Motion: To approve the first reading of Ordinance to amend Chapter 46, FLOODS with the changes proposed by Council
 Made By: Council Member Teresa Vazquez-Evans
 Seconded By: Council Member Robin Collins
 Vote: **Motion carried** unanimously by all Council Members present.



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12. 00:00:00 Consideration and Possible Action: to charge for residential trash service.

Motion: To charge for residential trash service.
Made By: Council Member Kyle Burks
Seconded By: Council Member Robin Collins
Vote: **Motion failed** unanimously by all Council Members present.

13. 00:00:00 Consideration and Possible Action: to reimburse HOT from the General Fund, not KCDC, for expenditures made with Good Ground Marketing.

Motion: to reimburse HOT from the General Fund, not KCDC, for expenditures made with Good Ground Marketing
Made By: Council Member Robin Collins
Seconded By: Council Member Kyle Burks
Vote: **Motion carried** unanimously by all Council Members present.

14. 00:00:00 Consideration and Possible Action: to issue letter from City of Kemah to the state Comptroller's office for delays in Property Tax Code Revisions affecting property appraised values.

Motion: to issue letter from City of Kemah to the state Comptroller's office for delays in Property Tax Code Revisions affecting property appraised values.
Made By: Council Member Robin Collins
Seconded By: Council Member Kyle Burks
Vote: **Motion carried** unanimously by all Council Members present.

15. 00:00:00 Consideration and Possible Action: on modification to the Coronavirus Disaster Declaration

Motion: to approve the modification of the Coronavirus Disaster Declaration.
Made By: Council Member Kyle Burks
Seconded By: Council Member Teresa Vazquez-Evans
Vote: **Motion carried** unanimously by all Council Members present.

16. 00:00:00 Consideration and Possible Action: to re-open City of Kemah, City Hall and other city services.

Motion: to re-open City of Kemah, City Hall and other city services per the original schedule contingent only upon the successful assessment of the building conditions otherwise at the discretion of the Mayor and City Staff to adjust the date of reopening.
Made By: Council Member Teresa Vazquez-Evans
Seconded By: Council Member Kyle Burks



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Vote: **Motion carried** unanimously by all Council Members present.

17. 00:00:00 Consideration and Possible Action: to backfill open police officer position.

Motion: to backfill open police officer position with the discretion of the Police Chief in the manner in which terms is appropriate, including un-furloughing one of the officers.

Made By: Council Member Kyle Burks

Seconded By: Council Member Teresa Vazquez-Evans

Vote: **Motion carried** unanimously by all Council Members present.

18. 00:00:00 Consideration and Possible Action: to implement impact fees on new and/or existing developments in the City of Kemah.

Motion: to create a subcommittee with Isaac and Teresa to draft an impact fee Ordinance and propose to Council.

Made By: Council Member Isaac Saldaña

Seconded By: Council Member Robin Collins

Motion: To Table

Made By: Council Member Kyle Burks

Seconded By: Council Member Teresa Vazquez-Evans

Vote: **Motion carried** unanimously by all Council Members present.

19. 00:00:00 Consideration and Possible Action: to keep police dispatch internal at the City of Kemah but eliminate police admin position and/or any other changes to police budget.

Motion: to keep police dispatch internal at the City of Kemah but eliminate police admin position and/or any other changes to police budget.

Made By: Council Member Kyle Burks

Seconded By: Council Member Robin Collins

Motion: To Table

Made By: Council Member Teresa Vazquez-Evans

Seconded By: Council Member Robin Collins

Vote: **Motion carried** unanimously by all Council Members present.

20. 00:00:00 Consideration and Possible Action: to accept and approve petition for annexation of the 25.6 acres of a 88.311 acre tract generally described as Abstract 18 M Muldoon Survey TR 37 into the City of Kemah and to direct staff to draft and present for consideration appropriate and required documents and notices to achieve the annexation.



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Motion: to accept and approve petition for annexation of the 25.6 acres of a 88.311 acre tract generally described as Abstract 18 M Muldoon Survey TR 37 into the City of Kemah and to direct staff to draft and present for consideration appropriate and required documents and notices to achieve the annexation.

Made By: Council Member Isaac Saldaña

Seconded By: Council Member Robin Collins

Vote: **Motion carried** unanimously by all Council Members present.

00:00:00 **EXECUTIVE SESSION:** Mayor Gale called for Executive Session at 9:23pm

21. The Council held a closed executive meeting pursuant to the provisions of Chapter 551 of the Texas Government code, Vernon's Texas Codes annotated, in accordance with the authority contained in:

- A. Section 551.087 – Deliberations regarding Economic Development Negotiations
- Update regarding contemplated development on 88 acre tract and other contemplated developments in other areas of the city.

OPEN SESSION:

Mayor Gale reconvened the regular meeting into open session at 9:43 pm.

22. *00:00:00* Consideration and Possible Action: regarding contemplated development on 88 acre tract and other contemplated developments in other areas of the city.

No Action

23. *00:00:00* Council Members Closing Comments

Council Member Isaac Saldaña

Goodnight

Council Member Robin Collins

Goodnight

Council Member Kyle Burks

Goodnight

Council Member Wanda Zimmer

Goodnight

Council Member Teresa Vazquez-Evans

Goodnight everyone

24. *00:00:00* Mayor's Closing Comments

Thanks for hanging in there with us. Goodnight.



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25. 00:00:00 Adjourn

Motion: to adjourn
Made By: Council Member Robin Collins
Seconded By: Council Member Teresa Vazquez-Evans
Vote: **Motion carried** unanimously by all Council Members present.

Council was adjourned at 9:45 pm.

DRAFT



MINUTES
May 20, 2020

Regular Kemah City Council Meeting
Kemah Public Facilities Corporation

Signature Page:

APPROVED: _____

DATE: _____

ATTEST: _____

DRAFT



Kemah City Council Agenda Item #10A Investment Report

Consent Agenda Item #10A: Investment Report

1: April-June 2020

**Kemah City Council Agenda Item
#10C Clear Channel Contract – as amended**

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 08/05/2020

Prepared by: Mayor Gale

Subject: Approval of Clear Channel Contract as amended

Proceeding: Consent

Originating Department: Admin

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached? Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

Clear Channel Contracts as amended



CONTRACT FOR DIGITAL ADVERTISING STANDARD TERMS

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:

"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
 "Campaign" shall mean the advertising campaign described in the Sales Contract.
 "CC Portal" shall mean the software utilized by Clear Channel and authorized Customers to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
 "Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
 "Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Sales Contract.
 "Confidential Information" shall mean any information relating to or disclosed to Customer arising from or in connection with any and all pricing information for this Contract.
 "Contract" shall mean the applicable Sales Contract, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
 "Customer" shall mean the advertiser and any agency or buying service named in the Sales Contract.
 "Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Sales Contract.
 "Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
 "Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
 "Sales Contract" shall mean the Contract for Advertising by and between Clear Channel and the Customer setting forth the terms and conditions of the Campaign.
 "Sign" or "Signs" shall mean the sign or signs identified in the Sales Contract for the placement of the advertising for the Campaign.

2. PAYMENT

a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
 b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Sales Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
 c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
 d. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
 e. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccobilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
 f. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

a. Customer represents and warrants to Clear Channel that
 (1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content placed on Sign or Signs, shall comply with all applicable federal, state and local laws and regulations,
 (2) Customer is the rightful owner or licensee of the advertising content and the advertising content (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
 (3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
 (4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL

a. Clear Channel, at its sole discretion, may reject or remove any advertising material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's rejection or removal is with good reason, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
 b. Subject to Clear Channel's right to remove posted copy, all approved Advertising Materials, shall be posted, installed and maintained by Clear Channel or its designee in accordance with the terms of the Sales Contract.
 c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report, (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Sales Contract.
 d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
 e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the display date specified in the Sales Contract and commence billing on the date copy is fully displayed.

f. For non-digital Signs, illumination will only be provided if illumination is indicated on the Sales Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.

g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.

h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 TAXES. Clear Channel shall pay all personal property taxes attributable to the Signs and Customer, to the extent not exempt, shall be responsible for all other federal, state and local taxes in respect of this Contract.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed).

b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Printed Advertising Materials, Clear Channel shall return any Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for digital bulletins, 400x840 pixels for digital posters, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal, by providing the Customer with a password to the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs by Customer, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion revoke Customer's password and shut down its access to the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 ARCHIVAL MATERIAL AND RIGHT TO USE. Clear Channel may keep Advertising Materials

as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.5 CHANGE OUT OF ADVERTISING MATERIALS. Customer may request replacement advertising copy change out subsequent to the initial advertising copy. Clear Channel may charge Customer for any work associated with complying with Customer's request for replacement advertising copy change out as part of the advertising services provided by Clear Channel to Customer.

4.6 RIGHTS AND OBLIGATIONS. The provision of advertising services by Clear Channel to Customer does not transfer any ownership rights of any advertising structure. Customer acknowledges and agrees that no lease or license shall arise from the provision of advertising services.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Sales Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed as a consequence of the loss of use of a Sign or Signs.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Clear Channel's display of Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.

8. GENERAL

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Sales Contract.

c. Customer agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of Clear Channel other than by or to its employees or agents who must have access to such Confidential Information to perform Customer's obligations hereunder.

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel. When there is any inconsistency between the Sales Contract and any other terms of this Contract then the Sales Contract shall prevail.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Sales Contract.

g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.

Kemah City Council Agenda Item

#11 Hire Bobby Hurman as Director of IT and Operations

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 08/05/2020

Prepared by: Kyle Burks

Subject: to hire Bobby Hurman as Director of IT and Operations, or another title agreeable to city council, under terms agreeable to city council.

Proceeding: Consideration and Possible Action

Originating Department: Admin

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached? Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS



Kemah City Council Agenda Item #12. Budget Hearing and Tax Rate PH

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for City Council consideration:08/05/2020

Prepared by:

Subject: to set an official budget hearing date, propose a tax rate, set date for hearing and/or adopt tax rate and take any other action necessary to adopt a tax rate.

Proceeding:Consideration and Possible Action

Originating Department: Administration

Plan Reference: 17SP-XXX or 17OP-XXX

Texas Ethics Commission Form 1295 required? YES/NO

If YES, iscopyofForm attached? YES/NO Contract Identification Number on Form: XXXX

City Attorney Review:

Expenditure Required: \$ XXX Amount Budgeted: \$ XXX

Appropriation Required: XXX Source of Funds: XXX

Finance Approval: XXX

City Administrator Approval:

SUMMARY / ORIGINATING CAUSE

With the new law The Council has to adopt the Budget after the Official Budget Hearing and then on a separate date the Council can adopt the Tax Rate after the Public Hearing.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATION

To set an Official Budget Hearing date and to consider a tax rate at a later Public Hearing

ATTACHMENTS

Kemah City Council Agenda Item #13 Financial Policy Manual for the City of Kemah

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 08/05/2020

Prepared by: Mayor Gale

Subject: Approve the Financial Policy Manual for the City of Kemah

Proceeding: Consideration and Possible Action

Originating Department: Admin

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached? Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

The staff was tasked with preparing a financial policy for the City of Kemah

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Approve the Financial Policy

ATTACHMENTS

Financial Policy - draft

CITY OF KEMAH



FINANCIAL POLICY

JUNE 2020

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I. INTRODUCTION

Purchasing is the process of acquiring goods and services necessary for a government entity to provide the public with certain services. The City of Kemah has authorized the Finance Department to act as the centralized office for the acquisition of goods and services, as well as the management and disposal of City equipment, materials, and supplies.

It is the policy of the City of Kemah that all purchasing shall be conducted strictly on the basis of economic and business merit to best promote the interest of the citizens of Kemah. The City encourages free and unrestricted competition on all bid requests and purchases, ensuring the taxpayers the best possible return on each dollar. All contracts and purchases shall be handled so as to obtain the best value for the City, with bids, proposals or quotations solicited whenever practical in accordance with all applicable Federal, State and Municipal requirements.

This Financial Policy applies to all acquisitions funded by the City of Kemah, bond funds, and any other funds unless specifically exempted by applicable law. The exceptions are limited to certain professional services, real property transactions, and leases which because of their nature are not conducive to normal procurement routines. These acquisitions shall be made under the direction of the City Administrator or his/her designee.

Any employee failing to comply with Purchasing Policies may be required to pay for the items or services out-of-pocket, and/or be subject to disciplinary action, including termination and appropriate legal prosecution.

II. PURCHASING CODE OF ETHICS

Public employment is a public trust. Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City of Kemah's procurement processes. It is essential, therefore, that compliance with the City of Kemah Purchasing Policy be supported by all employees of the City and that those doing business with the City of Kemah also observe the ethical standards prescribed herein.

General Ethical Standards –

1. **Personal Gain.** It is a breach of ethics to attempt to realize personal gain through public employment by any conduct inconsistent with the proper discharge of the employee's duties.
2. **Influence.** It is a breach of ethics to attempt to influence any public employee to breach the standards of ethical conduct.
3. **Conflicts of Interest.** It is a breach of ethics for any employee of the City of Kemah to participate directly or indirectly in procurement when the employee knows that:
 - a. The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or
 - b. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
 - c. Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Affiliates (e.g., business concerns, organizations or individuals) and employees of the City of Kemah are prohibited from submitting offers for or participating in any contract for City of Kemah purchases from which they would financially benefit, directly or indirectly. No affiliate or employee of the City of Kemah shall seek to influence in any manner the award of a contract, purchase of a product or service from any vendor. Affiliates and employees must immediately disclose to the City of Kemah any silent partnership, proprietorship, employment, other involvement or relationship in a prospective contract or procurement.

4. **Gratuities.** It is a breach of ethics to offer, give or agree to give any employee or former employee of the City of Kemah, or for any employee or former employee of the City of Kemah to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision regarding a procurement or influencing the content of any specification or procurement standard.

Acceptance of gifts by employees from sources or potential sources at any time is strictly prohibited, except for inexpensive advertising items of nominal value. Employees must not accept any gifts that create an obligation to any source and shall not conclude any transaction from which they benefit, directly or indirectly. Employees of the City of Kemah are not to participate in any type of extravagant entertainment with a supplier, customer, consultant, or contractor. These restrictions do not include entertainment such as business meals, which are customary and proper under the circumstances, as long as they are consistent with good business ethics and do not place the recipient under an obligation of any kind.

Vendors must be advised from time to time that employees may not solicit or accept gratuities such as any type of compensation, contribution, emolument, offer of employment, loan, reward, rebate, gift, money, lodging, service, or “other thing of value”, except as specifically outlined in this section.

If a trip to a source’s plant or distribution center becomes necessary for technical or other reasons, the trip must be made at the City of Kemah’s expense, unless provided for contractually by the vendor and/or approved by the City Administrator.

Noncompliance with this policy from a vendor, consultant, or contractor may be justification for termination of the business relationship.

5. **Kickbacks.** It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a sub-contractor under a contract to prime contractor or higher tier sub-contractor for any contract for the City of Kemah, or any person associated therewith, as an inducement for the award of a subcontract or order.
6. **Confidential Information.** It is a breach of ethics for any employee or former employee of the City of Kemah knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

III. FINANCE DEPARTMENT GOALS

1. To purchase quality goods and services at the best possible price in accordance with all applicable laws;

2. To arrange delivery of goods and services when and where needed and to assure a continuing supply of needed goods and services;
3. To guard against misappropriation of any assets procured;
4. To ensure that public funds are safeguarded by making every effort to obtain the best value for public dollars expended;
5. To assure that public spending is not used to enrich elected officials or government employees or to provide favors to preferred constituents; and

IV. FINANCE DEPARTMENT RESPONSIBILITIES

The Finance Department is charged with oversight of the solicitation and acquisition process including, but not limited to advertising, vendor selection, specification development, issuance and receipt of offers, execution of contracts, disposal of surplus, and negotiating with sources on matters relating to the purchase.

The Finance Department has the duty and full authority to question the use, quality, quantity and kind of item requisitioned and will participate with user departments in establishing clear, concise, nonrestrictive specifications and instructions to be utilized in procurement.

V. PURCHASING AUTHORIZATION LEVELS

Purchase Amount:	Authorized By:
\$0 to \$1,999.99	Requisitioner and Supervisor
\$2,000.00 to \$49,999.99	Requisitioner, Supervisor & City Administrator
\$50,000 or more	Above plus City Council approval

All expenditures are subject to City Council budgetary approval. Unbudgeted purchases must be approved in advance by the City Council. Requisitions pre-encumber budgeted funds.

VI. TYPES OF PURCHASES

Purchasing staff is available for assistance with any aspect of the quoting/bidding process regardless of the dollar amount of the purchase.

1. Purchases Under \$2,000

Bids or Quotes are encouraged, but not required, for purchases under \$2,000. Every City employee should safeguard City funds to ensure that taxpayers receive the best possible return on each dollar.

With the authorization of the appropriate Supervisor, authorized personnel may make purchases under \$2,000 by three different methods:

- a) by calling the vendor and receiving a quote, followed placing the order, once order is received a check will be issued to the vendor; or
- b) by use of a City credit card in compliance with the City's credit card policy; or
- c) by making a purchase **up to \$499.99** from a merchant with whom the City has an account. (Purchases of \$500 or more **must** be purchased by credit card or merchant card.)

2. Purchases \$2,000 up to \$50,000

Purchases for goods or services in an amount of \$2,000 or more, but less than \$50,000, require the solicitation of informal written quotes or bids from at least three (3) potential vendors.

Departments may obtain quotes/bids for products and services they wish to obtain under \$50,000. The Department must assure that all vendors contacted are provided the same specifications and information so that all vendors have an equal opportunity to provide an accurate quote. Quotes obtained by a Department will need to be submitted to Purchasing along with a complete and approved requisition.

If a Department desires assistance in obtaining quotes/bids, a requisition should be entered with a realistic estimated cost or the budgeted amount and a full description of the desired product or service. Purchasing staff will require the Department's input and cooperation in order to specify, source, and ultimately obtain the appropriate and correct product or service for the Department in a timely fashion.

3. Purchases \$50,000 or more

Purchases for goods or services in an amount of \$50,000 or more require a formal sealed bid solicitation process. The Purchasing Department will coordinate the preparation of specifications, advertising, solicitation and receipt of bids in compliance with State of Texas statutes.

Component orders or contracts, each less than \$50,000, but which in the aggregate exceed that amount, and which reasonably should be included in one order or contract shall not be used to avoid the formal bidding process.

Departments should initiate a purchase by entering a requisition with a realistic estimated cost or the budgeted amount with a full description of the desired product or service. Finance staff will require the Department's input and cooperation in order to specify, source, and ultimately obtain the appropriate and correct product or service for the Department.

Formal bidding processes take a MINIMUM of six (6) weeks and sometimes much longer from specification development through Council approval. Departments should plan accordingly. Additional time should be allowed for manufacturer's lead time.

If the required equipment or service is available on a cooperative purchasing contract, a user department may obtain their own quotes for purchases over \$50,000 from the

contracted vendor(s). Such quotes are subject to Finance staff review prior to seeking Council approval of a purchase of this nature.

4. Credit Card Purchases

A City credit card, is a tool used to expedite the purchase process for many of the daily requirements of conducting City business. It enables purchases for non-restricted commodities by telephone, internet, or in person directly from vendors. Credit Card purchases should be made in compliance with the City Credit Card Purchasing Policy, located in Appendix B.

Special attention should be made to the fact that credit card limits for certain employees may exceed the \$2,000 bidding requirements established by State law and the City's Purchasing Policy. Caution is advised as credit card purchases should not be used to circumvent bidding requirements.

5. Professional Services

Personal and professional services are exempted from the competitive bidding process and are procured through the use of Request for Qualifications (RFQ) documents. A government entity may not select providers of professional services based on competitive bids, but rather, must make the selection and award based on demonstrated competence and qualifications for performing the services. Professional services are defined as those in the field of Accounting, Architecture, Landscape Architecture, Land Surveying, Medicine, Optometry, Engineering, Real Estate Appraisal, and Nursing. Other personal and professional services may be exempt as well. The Finance Department will coordinate the RFQ process for obtaining personal and professional services. Personal and professional services are obtained under the direction of the City Administrator or his/her designee.

6. Emergency Purchases

Valid emergencies are those that occur as a result of:

- a. 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; or
- b. The unforeseen damage to or breakdown of equipment which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations; or
- c. Any procurement necessary to preserve or protect the public health or safety of the municipality's residents.

Emergency purchases in any amount are exempt from competitive bidding. The City Administrator, or his/her designee, must be notified of the emergency situation and the procurement process being used to address the issue.

Emergency purchases costing \$50,000 or more require City Administrator approval. If time permits, the City Administrator will seek and obtain approval of the City Council for procurements in excess of budgeted amounts.

7. Sole Source Purchases

Sole source purchases are items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Other items treated as sole source goods are films, manuscripts, or books and library materials with exclusive distribution rights as well as captive replacement parts or components for equipment.

When a department has identified a specific item with unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a detailed written justification must be provided to Finance in advance of the purchase for review and approval.

8. Cooperative Purchasing

Cooperative purchasing occurs when two or more governmental entities coordinate some or all purchasing efforts to reduce administrative costs, take advantage of quantity discounts, share specifications, and create a heightened awareness of legal requirements. Cooperative purchasing can occur through inter-local agreements, state contracts, piggy-backing, and/or joint purchases.

The City of Kemah may enter into cooperative buying agreements with other local government agencies in accordance with the State of Texas Inter-local Cooperation Act of 1971, as approved by the City Administrator of the City of Kemah.

The City's Finance Department will take advantage of available cooperative purchasing opportunities in the procurement of goods and services required by the City when doing so is deemed most advantageous to the City.

9. Automated Information Systems

All requests for computer equipment, software, telecommunications and related services or accessories should be submitted to the Information Technology (IT) Department for review and technical evaluation. IT will review each request for compatibility with other hardware and software and will investigate alternatives.

Recommendations will be based on, but not limited to, additional costs incurred because of the purchase; compatibility considerations; cost effectiveness of the request; and alternatives that would effectively meet the users' needs.

10. Vehicle Related Purchases

The term "vehicle" will encompass all rolling stock acquired by the City. This will include all on and off-road equipment such as passenger vehicles, motorcycles, truck stock, road construction equipment of all sorts, forklifts, tractors, trailers, riding mowers, etc.

Specifications for the purchase of new vehicles shall be developed with the combined input of the requisitioning Department, the Fleet Supervisor, and the City Administrator or his/her designee.

Acceptance and delivery of new vehicles will take place under the direction of the City Administrator who will have responsibility to ensure the vehicles are properly prepared

both mechanically and with proper documentation and licensing through the appropriate channels.

11. Verbal Orders

Verbal Orders are not allowed prior to the use of a credit card.

12. Requisition Exemptions

Certain recurring monthly expenses, as outlined in Appendix A do not require a requisition. Invoices for these expenses should be submitted directly to Finance, with appropriate account coding and signature of Supervisor or Director.

13. Check Requests

Request for payment of certain expenditures and that do not have an original invoice must be made on a Check Request Form submitted directly to the Finance. The documentation must accompany the Check Request Form. An example of the Check Request Form is in Appendix A.

VII. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

1. For purchases of any real property, tangible goods, or non-professional services less than \$500,000, or construction services less than \$100,000, City staff may approve, within established City purchasing guidelines and limitations, 1) the lowest qualified quote or 2) a quote received from a business located within the City limits if the quote is within 5% of the lowest qualified quote received from a business located outside the City limits, provided that said quote meets all qualifications and specifications and provides the best combination of price and additional economic development opportunities for the City.
2. For purchases of any real property or tangible goods in the amount of \$500,000 or more, City staff may approve, within established City purchasing guidelines and limitations, 1) the lowest qualified quote or 2) a quote received from a business located within the City limits if the quote is within 3% of the lowest qualified quote received from a business located outside the City limits, provided that said quote meets all qualifications and specifications and provides the best combination of price and additional economic development opportunities for the City.
3. The following purchases are excluded from the City's local vendor preference policy:
 - a. Professional services governed by the Professional Services procurement Act
 - b. Non-professional service contracts over \$500,000
 - c. Construction services over \$100,000
 - d. Purchases involving, in whole or in part, federal or state funding
 - e. Purchases of telecommunication and information services

VIII. INSURANCE REQUIREMENTS

The City may require certain insurance coverage to be provided by contractors, vendors and consultants. In general, if a service is being provided on City property, proof of insurance is required. Specific insurance requirements are incorporated into bid documents and specifications for each bid or proposal. Insurance requirements are reviewed periodically to determine the appropriateness of coverage and values. When required, the insurance requirements set forth in Appendix C are considered minimal. When user departments obtain their own quotes for work to be conducted on City property, the City's insurance requirements should be conveyed to the potential vendor(s). A correct insurance certificate will be required from the vendor prior to a work beginning. A credit card may not be used to circumvent this requirement.

IX. PURCHASING DOCUMENTS

1. Requisition

A Requisition is a formal request for a purchase to be made. The Requisition originates in the user department. It is used to inform the Purchasing Department or Finance of a need and to identify the material or service requested. Additionally, it provides a record of the request and an approval process to encumber funds.

2. Change Order -

To a Purchase Order for Goods: No changes will be made to an order without the approval of the City Administrator and Finance. Other employees must not authorize changes verbally to the vendor. Finance will issue a change order when required authorizing the change.

To a Contract for Services:

The City Council, through this policy, delegates to the City Administrator of the City of Kemah authority to approve and administer Change Orders in the amount of \$50,000 or less, as outlined in Section 252.048 of the Local Government Code. In addition, the City Council has authorized the City Administrator of the City of Kemah to designate specific staff members to approve and administer Change Orders through the course of their regular duties.

The total contract price may not be increased by more than 25% of the original contract. The contract amount may not be decreased by more than 25% without the consent of the contractor.

Component change orders, each less than \$50,000, but which in the aggregate exceed that amount and which reasonably should have been included in one change order, shall not be used to avoid the prohibitions of the statutes.

3. Invoices

Purchasing personnel will be responsible for coordinating any corrective action required in the event that an invoice does not agree with the quote either in quantity, freight, unit price or terms. Invoices should not be paid until the discrepancy is resolved.

X. RECEIVING

Delivery of materials, supplies or equipment may be accepted at City Hall or the Police Department for inspection and dispersal to the user department or may be directly delivered by the vendor to the user department.

Standard terms for delivery are F.O.B. Destination, meaning title of the property passes to the City when the item is delivered. The vendor must pre-pay the carrier for the freight. No C.O.D. orders will be accepted.

Finance staff or the user department receiving the product directly from the vendor will inspect all shipments for damage, quality, quantities and condition. Any necessary freight and/or return claims will be filed immediately, reserving all buyer remedies and rights-to-recovery. The department in receipt of the goods shall be responsible for the return of all materials, equipment or supplies, and insure that all necessary notifications to the vendor and documents are executed for the protection of the City of Kemah's assets.

XI. SURPLUS PROPERTY DISPOSAL

Surplus Property is defined as any City-owned property, other than real estate, that is worn out, outdated or no longer needed for current operations yet still has potential resale value. Surplus goods include, but are not limited to, equipment, parts, tools, vehicles, computers, software, supplies, paper stock, books and furniture.

Department Directors/Supervisors or his/her designee shall submit a written list of property that they recommend to be designated as surplus to the City Secretary or his/her designee. Recommended disposal of vehicles or other rolling stock will be subject to the Public Works Supervisor and or City Administrator's input and recommendation.

Finance will work with Departments in determining if a resale value exists. Potential resale value shall be determined taking into consideration the cost of preparing the item for sale.

Sale or disposal of surplus property requires prior approval by the City Administrator. Any item whose original cost exceeded \$5,000 requires City Council approval prior to disposal of the item by any method.

Items determined to have a potential resale value will be sold by the advertised, sealed bid process, by public auction, or other method as approved by the City Administrator that will yield the greatest possible benefit to the City.

Items with no potential resale value may be disposed of in any manner approved by the responsible Department Director/Supervisor following the approval of the City Administrator.

In order to maintain the highest appearance of ethical propriety at all times, surplus goods may not be given or sold directly or indirectly to City employees, former employees, or City officials except under exceptional circumstances. Exceptional circumstances for surplus property may be approved with a written recommendation from the employees Department Director/Supervisor and subsequent approval of the City Administrator.

City employees may participate, on their own time, in public auctions for the purchase of surplus City goods.

XII. FIXED ASSETS / CAPITAL EQUIPMENT

The City is responsible for keeping records of all of its fixed assets. New assets will be added to the fixed asset records in accordance with the City's capitalization policy. All duties and responsibilities of the fixed assets inventory records are supervised by the Finance Department.

When a fixed asset is to be delivered, Finance must be made aware of the delivery date. A representative from both the user department and Finance must accept delivery of the equipment. When delivery has been accepted, a Finance representative will issue a fixed asset tag number for the equipment. Invoice and title papers (if applicable) will be given to Finance. User departments must insure that they receive warranty information and that the information is retained in their department. If the asset is a vehicle or mobile equipment, a copy of the invoice must also be given to the fleet maintenance Supervisor who will assign a unit number.

Disposal of Assets procedures and form(s) are located in Appendix D of this policy.

APPENDIX A**RECURRING EXPENSES
NOT REQUIRING REQUISITION*****Invoice Submitted Directly to Finance Department***

The following recurring monthly expenses do not require a requisition. Invoices for these expenses must be submitted directly to the Finance Department, with appropriate account coding and signature of supervisor or Director

1. Water
2. Sewer
3. Gas
4. Electricity
5. Telephone
6. Cellular phones
7. Insurance payments (including personal bonds)
8. Package delivery/courier charges, such as Federal Express or UPS
9. Monthly, quarterly or annual payment for contracted services for water rights, wholesale power or solid waste with an invoice
10. Legal services
11. Subscriptions
12. Membership dues / annual dues
13. Required/mandatory state or federal fees (e.g., TCEQ permits, testing, etc.)

Items without an original invoice must be submitted on a Check Request Form with applicable documentation.

CHECK REQUEST FORM

THIS REQUEST MUST BE ACCOMPANIED BY ORIGINAL INVOICE OR SUPPORTING DOCUMENTATION

DATE: _____
DEPARTMENT: _____

CHECK TO BE ISSUED TO:

VENDOR NAME: _____
VENDOR ADDRESS: _____

INVOICE #/DESCRIPTION/REASON	AMOUNT	ACCOUNT CODE

COMMENTS: _____

REQUESTER SIGNATURE

SUPERVISOR SIGNATURE

APPENDIX B

CREDIT CARD PURCHASING POLICY

PURPOSE AND GENERAL GUIDELINES

- A. A City credit card is defined as a commercial credit card issued by a bank (“Provider”) to a City employee (“Cardholder”) for the purchase of materials as required to conduct City business. All charges will be billed to and paid directly by the City.
- B. The Credit Card is for business purposes only and may not be used for personal transactions.
- C. The Credit Card is only to be used for purchases for which there are adequate funds available in the appropriate budget to finance the purchase.
- D. There is personal liability associated with the use of the Credit Card. A Cardholder making an inappropriate or unauthorized purchase will be required to reimburse the City for the purchase. Reimbursements for inappropriate or unauthorized purchases may be deducted from the Cardholder’s paycheck.
- E. Cardholder Accounts are subject to periodic internal control reviews and audits designed to protect the interests of the City.
- F. Improper use of the Credit Card may result in disciplinary action consistent with City policies, up to and including termination and possible prosecution.
- G. Cards will be issued to an individual employee. The employee named on the Credit Card has the sole responsibility for the use and control of that card. The Cardholder is responsible for notification of a lost card, initiating any refund due and, the dispute process for a questionable charge.
- H. Cards may be issued to the City or a Department. The Director or Supervisor of the Department is responsible for the use and control of that card. Those authorized by the Director/Supervisor and on the City Administrator’s approved Purchasing List may use the card according to City policy and departmental procedures.
- I. Departmental Cards will be held by the Director/Supervisor or an employee assigned to the duty. Those using the card will sign a form provided by the Card Administrator at the time of card issuance and again at the time the card is returned. Full documentation of transactions is required at the time the card is returned. The individual who has signed the issuance form is responsible for all purchases made while the card is in their possession and is considered the Cardholder during that time. The Cardholder is responsible for notification of a lost card, initiating any refund due and, the dispute process for a questionable charge according to the departmental procedures established by the Department Director/Supervisor.
- J. Verification and full documentation of every transaction is required. Documentation will include an itemized receipt, the purpose of the purchase, as well as the budget account number and project number to be charged for the purchase.

- K. Verification of each transaction is required each billing cycle. All cardholders and users will be instructed on the verification process. This transaction reconciliation must occur in an expeditious manner to avoid a disputed transaction being disallowed by the Provider.
- L. Failure to provide documentation as required in a timely manner will result in the removal of the Cardholder's authority to use the Credit Card.

PROCUREMENT LIMITS

Dollar amount limits will be established at the time of card issuance. Card limits will consist of a transaction limit as well as a billing cycle limit. In addition, limitations will be placed on the card restricting use at certain types of businesses and for certain types of purchases. (See Restricted Use below.) These limitations will be established according to the needs of the City and the Department and as approved by the City Administrator.

Under no circumstances should the credit card be used to bypass the Purchasing Policy.

The limits may be adjusted for special circumstances by the Card Administrator.

SALES TAX

All purchases made with the Credit Card are exempt from all cities, state, and federal excise taxes (sales tax). Upon vendor request, a Tax Exemption Certificate will be provided to the vendor by the Finance Department. If sales tax is charged in error, it is the Cardholder's responsibility to contact the vendor to credit the sales tax back to the Credit Card.

Please note that the City is not exempt from paying Hotel Occupancy Tax.

CREDIT CARD USE

- A. Purchases made on the Credit Card will be delivered either directly to the Department placing the order or City Hall. It is the Cardholder's responsibility to ensure receipt of goods and services and to follow up with vendors to resolve any problems with delivery, discrepancies, and/or damaged goods.
- B. Stacking or making multiple purchases from the same vendor during a short period of time in order to avoid the requirements for competitive quotes is strictly prohibited.
- C. A Cardholder may not use the Credit Card for a cash advance and may not accept a cash refund for an item purchased on the Credit Card. A credit back to the card is the only acceptable refund method.
- D. It is the Cardholder's responsibility to obtain transaction receipts from the merchant or supplier each time the card is used. These receipts **MUST** be itemized. Placing an order via phone or internet does not remove the itemized sales receipt requirement.
- E. Each billing cycle, the Cardholder (or Department) will receive an activity statement from the card Provider. Individual transaction receipts are to be attached to this monthly activity report and submitted to the Cardholder's supervisor for review and approval. Following supervisor approval, the activity report and attached receipts will be forwarded to the appropriate Finance staff.

- F. It is the Cardholder's responsibility to follow-up on any erroneous charges, returns or adjustments and to ensure proper credit is given on subsequent statements according to the Provider's guidelines. The Card Administrator in the Finance Department should be notified of any unresolved, disputed charges.
- G. The Cardholder shall notify the Credit Card Provider immediately if the Credit Card is lost or stolen. This is done by calling the Provider's Customer Service Representatives who are available 24 hours a day, 7 days a week. After notifying the Provider, the Cardholder must also notify the Finance Department during the next business day.

LIMITED USE

Credit Cards may not be used for the following purposes without prior authorization from the City Administrator, Finance, or their designee:

1. Travel, hotels, airlines, car rental, or meals;
2. Food or beverage for City sponsored events

RESTRICTED USE

Credit Cards should not be used for the following purposes:

1. Purchases in excess of the established limits;
2. Purchases in violation of or to circumvent other Purchasing policies and limitation;
3. Alcohol, entertainment, or personal clothing;
4. Food or beverage for departmental/divisional parties such as birthday parties, retirement parties, holiday events, or safety meetings; or for
5. Any other illegal, unauthorized, unethical, or otherwise prohibited purpose.

CARDHOLDER AGREEMENT

I have received and read the CREDIT CARD PURCHASING POLICY concerning the use of the City of Kemah’s Credit Card. I understand that as a Cardholder, I assume responsibilities pertaining to the operation and administration of the program. These responsibilities include, but are not limited to the following:

1. I agree that the card is to be used only for authorized City business purchases for which there are sufficient funds available in the current budget.
2. By accepting the card, I assume responsibility for the card and will be responsible for all charges made with the card.
3. I agree to maintain the card with the highest level of security. If the card is lost or stolen, I agree to immediately notify the card Provider and the City’s Card Administrator.
4. I agree to verify and reconcile all account activity in a timely fashion and provide itemized receipts for all transactions.
5. I agree to surrender and cease use of the card upon termination of employment and I agree to surrender the card at any time upon the Card Administrator’s request.
6. I acknowledge that misuse of the card could result in disciplinary action consistent with City policies, up to and including termination and prosecution.
7. Any unauthorized or improper use of the Credit Card may be deducted from my paycheck.

By signing below, I acknowledge that I have read and agree to the terms and conditions of this document and I assume the responsibilities listed herein.

Cardholder’s Signature:	Cardholder’s Title:
Cardholder’s Printed Name:	Date:

APPENDIX C

INSURANCE REQUIREMENTS

SECTION A. Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to Finance. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF KEMAH, and no officer or employee of the City shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation and Employer's Liability	Statutory
NOTE: For building or construction projects, and services provided at City-owned facilities, the successful Contractor shall meet the minimum requirements defined in the Texas Workers' Compensation Commission Rule 28 TAC §110.110 which follows this insurance attachment.	
2. Commercial General (public) Liability including coverage for the following:	
a. Premises operations	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent with an aggregate limit of \$1,000,000.
b. Independent contractors	
c. Products/completed operations	
d. Personal injury	
e. Advertising injury	
f. Contractual liability	
g. Medical payments	
h. Professional liability*	
i. Underground hazard*	
j. Explosion and collapse hazard*	
k. Liquor liability*	
l. Fire legal liability*	
m. City's property in Contractor's* care, custody, or control	
n. Asbestos specific liability*	
* Not required for this contract	
3. Comprehensive Automobile Liability insurance, including coverage for loading and unloading hazards, for:	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or equivalent.
a. Owned/leased vehicles	

- b. Non-owned vehicles
 - c. Hired vehicles
4. **Errors and Omissions** insurance policy (when applicable) Provide a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

- a. Name the City of Kemah and its officers, employees, and elected representatives as an Additional Insured(s), (as the interest of each insured may appear) to all applicable coverage.
- b. Provide for 30 days notice to City for cancellation, non-renewal, or material change.
- c. Provide for notice to City at the address shown below by registered mail.
- d. CONTRACTOR agrees to waive subrogation against the City of Kemah, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five years which shall begin at the end of the warranty period.

NOTICES

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

City of Kemah
1401 Hwy 146
Kemah, Texas 77565

SECTION D. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

WORKERS COMPENSATION INSURANCE
for
Building or Construction Projects and Services Provided at City-Owned Facilities

TEXAS WORKERS' COMPENSATION COMMISSION RULE 28 § 110.110

As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

1. Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City of Kemah.
3. Persons providing services on the project ("subcontractor" in Section 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the City of Kemah prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Kemah showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Kemah:

1. A certificate of coverage, prior to that person beginning work on the project, so the City of Kemah will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The Contractor shall notify the City of Kemah in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. Obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 6. Notify the City of Kemah in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Kemah that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Kemah to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City of Kemah.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

APPENDIX D**CITY OF KEMAH
DISPOSAL OF ASSETS**

This policy is intended to establish and describe the basic guidelines and policies for the disposal of assets for the City of Kemah.

- I. Assets shall be considered for disposal when any of the following conditions are met:
 - A. The asset is obsolete or out dated.
 - B. The asset is no longer functional for any departments within the City.
 - C. The asset is considered too costly to repair.

- II. Assets can be disposed of in the following manner:
 - A. Public auction, online or live.
 - B. Sealed bids.
 - C. Donated.

- III. Approval of disposal is as follows:
 - A. If the asset's original cost was less than \$5,000, the City Administrator can authorize the disposal of the asset.
 - B. If the asset's original cost was \$5,000 or more, the City Council must approve the disposal.
 - C. If the City wishes to donate the asset, City Council must approve the donation.
 - D. If the asset is being sold by sealed bids, City Council must approve that sale.

DISPOSAL OF ASSET FORM

DEPARTMENT: _____

DATE: _____

CHECK ALL THAT APPLY:

_____ The asset is obsolete or outdated

_____ The asset is no longer functional for any departments within the City

_____ The asset is considered too costly to repair

Description of asset to be disposed of:

City of Kemah asset tag number: _____

Unit number (if applicable): _____

Model Number: _____

Serial Number or VIN: _____

If asset does not have a City of Kemah tag,
please estimate original cost of asset: \$ _____

*To be completed by Finance Dept. only:
If asset does have a City of Kemah tag,
Finance will complete the original cost of asset \$ _____*

_____ *Asset's original cost was less than \$5,000, City Administrator can authorize the disposal of the asset.*

_____ *Asset's original cost was \$5,000 or more, the City Council must approve the disposal of the asset.*

_____ *Asset is being sold by sealed bids, City Council must approve the sale.*

Department Director's or Supervisor's signature

Date

City Administrator's signature

Date

APPENDIX E

PURCHASING SUMMARY

For goods and services NOT specifically exempted in Appendix A

Purchase Amount:	Authorized By:	Bids Req'd	Purchasing Method
\$0 to \$499.99 at a Merchant with City account	Authorized on Purchasing List with Supervisor's approval	no	No Requisition required
\$0 to \$1999.99 anywhere without City account	Requisitioner and Supervisor	no	Requisition required if over \$1,000.00
\$2,000.00 to \$49,999.99	Requisitioner, Supervisor and City Administrator	yes	Informal Bid Process: 3 quotes required
\$50,000 or more	Requisitioner, City Administrator and City Council approval	yes	Formal Sealed Bid Process

Kemah City Council Agenda Item
#14 TLC Office Systems & Pulsar 360 Agreement Contracts.

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 08/05/2020

Prepared by: Walter Gant/Bobby Hurman

Subject: to approve the TLC Office Systems & Pulsar 360 Agreement Contracts.

Proceeding: Consideration and Possible Action

Originating Department: Admin

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached? Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

The old phone system does not work anymore and this is the new phone system and network hardware for City Hall and the Police Department that is recommended.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

To to approve the TLC Office Systems & Pulsar 360 Agreement Contracts.

ATTACHMENTS

TLC Office Systems information

Pulsar 360 information

e911 Terms & Conditions



Definitions

911 = Emergency call service typically used for delivering emergency calls to a public safety access point.

PSAP = Public Safety Answering Point

VoIP = Voice over IP

Terms & Conditions

Pursuant to FCC rulings and regulations, All customers who are using Pulsar 360 services as their primary residential or business telephone carrier must activate 911 Emergency Services on at least one of their DIDs.

Enhanced 911, the portion of our 911 service which delivers physical address information to your local PSAP is not guaranteed. It is possible that your physical address information may not be passed to the PSAP dispatcher. On occasions such as this you will be required to give the dispatcher the location of your emergency in order to receive emergency service assistance.

Enhanced 911 service is not available to every location within the United States at this time. For locations e911 is not currently available; you will be required to announce the location of your emergency to the PSAP dispatcher.

Due to the nature of VoIP networks, we cannot and do not guarantee your emergency call will complete. Loss of power, Internet access and or several other conditions may cause 911 to be inoperable. We have no control over those types of situations therefore are not held liable. Pulsar 360 will do everything within their power to prevent service outages within its network.

In order for e911 address information to be passed to your local PSAP dispatcher, you must provide an outbound caller ID value to the specific DID you are purchasing e911 service for. Therefore, by agreeing to these Terms & Conditions you (the customer) agree to provide the outbound Caller ID number to the DID you have enabled e911 services for when making an outbound 911 emergency call. Failure to set the correct caller ID value will result in a non-refundable \$85 surcharge per 911 call.

By using Pulsar 360's Enhanced 911 service, Customer agrees that Pulsar 360, it's contractors, executives, members, customers, agents, employees, carriers, 911 providers, and any anyone else associated with Pulsar 360 is not held liable for emergency calls failing, even if it is determined that it is the fault of Pulsar 360 or it's associates. Customer further agrees that they will notify their Customers, contractors, agents, employees, associates, shareholders, partners, and anyone who may use the Pulsar 360 911 service of our limitations and make Customers agree to not hold Pulsar 360 or Customer liable.

Customer will be charged a regulatory recovery fee of \$1.95 per month for each physical location submitted to the e911 database. This fee is non- refundable. Failure to enable e911 service will result in a non-refundable \$150 surcharge per 911 call.

Company Name

Initials

City of Kemah

C.O.K.

e911 Application



1. Company Name

City of Kemah

2. DID Numbers (Use Ranges if Possible)

Outbound Caller ID Numbers		911 Database Information				
First Number (for new numbers leave blank)	Last Number	(P.O. Boxes Not Accepted)	Suite/Building/Floor	City	State	Zip
281	3340188	1401 State Highway 146				
281	3340791	1401 State Highway 146				
281	3341611	1401 State Highway 146				
281	3344873	1401 State Highway 146				
281	3345414	1401 State Highway 146				
281	3346092	1401 State Highway 146				
281	3346863	1401 State Highway 146				
281	3349072	1401 State Highway 146				
281	5386901	1401 State Highway 146				
281	3340589	1401 State Highway 146				
281	3340849	1401 State Highway 146				
281	3343407	1401 State Highway 146				
281	3345407	1401 State Highway 146				
281	3345910	1401 State Highway 146				
281	3346583	1401 State Highway 146				
281	3347932	1401 State Highway 146				
281	5385795	1401 State Highway 146				
281	5388241	1401 State Highway 146				

3. Customer Authorization

By signing below, I confirm that the address information provided above is true, accurate and complete for each DID number and associated location for which service has been ordered. I understand that the address associated with each DID number above is the only address that will be available to emergency responders in the event that a 911 call is made from one of these DID numbers.

Customer's Legal Name		Customer Signature	
City of Kemah			
Print Name of Signatory		Print Title of Signatory	Date
Walter Gant		Chief of Police/City Administrator	



International Calling Access Agreement

As indicated below, Customer has requested that Pulsar360. ("Pulsar") permit Customer access to International Calling service by removing the "blocking" that Pulsar360 typically applies to this service.

Customer agrees and acknowledges that Customer shall be liable for all charges associated with International Calling service dialed from the customer premises or through the use of Customer's Pulsar360 account access and/or Calling Card codes, regardless of whether such use (1) is authorized by Customer management; (2) is initiated by Customer employees or third parties; or (3) constitutes or involves fraudulent activity of any nature.

Customer agrees that Pulsar360 assumes no liability of any kind with respect to its providing access to International Calling service via connections from Customer premises and locations where Customer uses Pulsar360 services. Customer shall indemnify, defend and hold harmless Pulsar360 against any and all claims made by the third party provider of International Calling service. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third party vendors of International Calling services could result in suspension or interruption of long distance and/or local services provided by Pulsar360. Pulsar360 assumes no liability of any kind with respect to such potential service suspensions or interruptions.

My initials in the space(s) below indicate that I authorize the following configuration option:

_____ Initial to block **all** International Calling

_____ Initial to have International Calling allowed on **all** of my lines

_____ Allow international calling on all of my lines **exclusively** and **only** with the following PIN code(s)

(Please specify your 4 – 6 digit PIN code(s)) _____

(only available for Enterprise PBX customers)

Spending limit assigned to account (when reached, outbound International calling blocked): The spending limit will apply and blocking will be activated on the next international call following the International call that exceeds the limit. Charges will apply for the International call in process that exceeded your spending limits.

_____ Daily Spending Limit

_____ Monthly Spending Limit

Company Name _____

Date _____

Signature _____

Print Name _____

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information.
May not be used or disclosed outside of Pulsar360,
except pursuant to a written agreement.



Pulsar360 Letter of Authorization

Certification. I hereby certify that, pursuant to 47 CFR §64.1100 et seq, the End User or Downstream Third Party Customer listed below has executed a Letter of Authorization granting Pulsar360 legal authorization to act as such End User's or Downstream Third Party Customer's agent for the purpose porting the telephone numbers listed below from the current local exchange carrier to another (Local Number Portability, "LNP"). In addition, I certify that Pulsar360 has been authorized by the End User or Downstream Third Party Customer listed below to place orders for new services; and to order and manage the transfer of local telecommunications service, all of which shall be for the telephone numbers listed below.

Authorized User Notice. Your current carrier will only speak to and take request for account information from authorized users on your current account. Due to this requirement, all request for additional information from your current carrier must be placed by an authorized user on the account. **This LOA does not make Pulsar360 an Authorized User on the current customer account. Pulsar360 cannot make these request on your behalf.** If needed, Pulsar360 will participate in conference calls with the customer, Pulsar360 Partner and current carrier to facilitate any information request.

Port Date Change and Port Cancellation Notice. Once a Firm Order Commitment Date (FOC) has been provided, any change to the porting date or cancellation of the port will be assessed a \$ 15.00 per DID fee.

There MUST be a separate LOA for each Carrier account				
Toll-Free Numbers require a RES PORG form. - Do not use this LOA Form				
We recommend that you do not cancel your current service until you have confirmed all numbers have ported to Pulsar360.				
Customer Information				
Information entered into these fields must be written EXACTLY as shown on the current provider's bill. The smallest mistake can cause a delay in porting.				
REQUESTED PORT DATE - Must be a minimum of 2 weeks after port submission				
** MAKE SURE TO SEND IN A COPY OF YOUR CURREN PHONE BILL WITH THIS LOA **				
CUSTOMER NAME				
KEMAH CITY OF				
SERVICE ADDRESS	SUITE	CITY	STATE	ZIP
1401 State Highway 146		Kemah	Texas	77565
BILLING ADDRESS	SUITE	CITY	STATE	ZIP
1401 State Highway 146		Kemah	Texas	77565
CURRENT LOCAL SERVICE PROVIDER				
Frontier Communications				
ACCOUNT NUMBER				
281-334-1611-010269-5				
MAIN BILLING TELEPHONE NUMBER (BTN)				
281-334-1611				
FULL OR PARTIAL PORT?	Full Port			
TELEPHONE NUMBER TO BE PORTED:				
<i>(DO NOT USE RANGES, PLEASE LIST EACH NUMBER INDIVIDUALLY, INSERT ADDITIONAL ROWS IF NEEDED)</i>				<i>All numbers</i>
<i>should be in 10 digit format (do not put "-"s in the numbers) :</i>				

PLEASE ATTACH A SEPARATE SPREADSHEET FOR ADDITIONAL NUMBERS.

AUTHORIZATION FOR PULSAR360 TELECOM INC.

This authorization is to remain in effect until cancelled by the Customer in writing. This letter rescinds any other letter of agency previously entered by the Customer. I certify that the Customer understands that it may only designate one local exchange service provider for each telephone number. I certify that Customer understands that there may be charges associated with LNP.

CUSTOMER LEGAL NAME	
KEMAH CITY OF	
PRINT NAME OF PERSON AUTHORIZED ON ACCOUNT	PRINT TITLE OF PERSON AUTHORIZED ON ACCOUNT
Walter Gant	Chief of Police/City Administrator
SIGNATURE OF PERSON AUTHORIZED ON ACCOUNT	DATE

Please return this LOA with a Current Copy (within 30 days) of the Associated Telephone Bill



Pulsar360 Service Notice Location - 2915 Ogletown Road, #3240, Newark, DE 19713 - (855-5PULSAR)

New Enterprise Hosted Services Order		Term	63	Months - First 3 Months Free
Authorized Partner	TLC Office Systems (VET)	Date Issued	7/14/2020	
Partner Account #			Quote Valid for 30 Days	
Sales Rep.		Tax Rate For Location	8.25%	
Service Location		Legal Notice Location if Different		
Company Name:	City of Kemah	Company Name:		
Service Address:	1401 Hwy 146	Service Address:		
City	Kemah	City		
State	TX	State		
Zip	77565	Zip		
Contact Name:	Bobby Hurman	Contact Name:		
Contact Phone:	409-927-0311	Contact Phone:		
Contact Email:	bhurman@kemah-tx.com	Contact Email:		

Enterprise Cloud and Bundled Services		Quantity	Price Each	Total
Unlimited Use Extensions (Desk Phone or Soft Phone) (DID and Unlimited Local & LD Calling)		34	\$19.80	\$673.20
Physical Locations with Phones for 911 Service		1	\$2.48	\$2.48
Number of Extensions Ordered	DID's to be Ported	34	Entry Only	NA
	New DID's to be Added	0	Entry Only	NA
34	Extensions comes with 1 DID - Number of DID's over Extensions	0	\$1.24	\$0.00
Enterprise Cloud and Bundled Services Monthly Service Fee's				\$675.68

SETUP AND CONFIGURATION		Quantity	Price Each	Total
Setup Fee Discount		1	-\$283.07	-\$283.07
Setup Fee (First 5 Extensions)		1	\$150.00	\$150.00
Setup Fee (Each Extension Over 5)		29	\$6.33	\$183.43
New DID Activation Fees (Per number)		34	\$1.00	\$34.00
E911 Set Up Fee's - Per Location		1	\$10.00	\$10.00
Jurisdiction Tax Rate for Setup Fees - NOTE - These Taxes must be collected and paid to the Local Jurisdiction even if the Setup Fee Amount is discounted or waived. Actual Jurisdiction Taxes will be charged.			8.25%	\$31.14
Setup & Configuration Total				\$125.49

Service Order Notes:	
0	

Billing Notes :	Enterprise Cloud and Bundled Services Monthly Service Fee's	\$675.68

MONTHLY SERVICE FEE TOTAL	\$675.68
Please see notes under the Payment Terms Section	
Setup & Configuration Total	\$125.49
Note - Applicable Jurisdiction Taxes are included in Equipment and Setup Fee Totals.	
90 Day Free Service - Service Fees removed from Up Front Charges	-\$675.68
TOTAL DUE AT SIGNING	\$125.49
Shipping Fees to be added - Actual Shipping Charged	TBD

By signing this service order form, I approve the order, have reviewed and accept the terms and conditions via review of the Terms and Conditions Link posted at the bottom of the Pulsar360 website at pulsar360.com

Third Party providers for circuits and other connectivity have additional T's and C's that may apply to your service. You are agreeing to these T's and C's by signing this order form. As these T's and C's change from time to time, and Pulsar360 has no control over these T's and C's, please visit the provider website for specifics of their T's and C's.

Payment Terms

1. Customer will be charged Total Fees Due at Signing upon processing of this order. Monthly Recurring Charges are charged in advance and will be prorated from the actual activation date.
2. Shipping fees will be charged at actual cost and may be invoiced separately at a later date.

3. Applicable Taxes and Regulatory Fees will be added to The Monthly Service Fees on your Monthly Invoice.

Bundled Services and Rental Equipment Notes.

1. Customer agrees to pay the full term for Bundled Services purchased on this contract. No early termination is offered for bundled service orders.
2. Bundled Services added after the initial sale - Bundled Services added during the Service Agreement term become coterminous and will be assessed the initial monthly rental amount for the remaining months of the term. For Premise Based Systems, customer agrees to allow Pulsar360 to poll the system to determine the number of active licenses. You will be billed monthly for the active licenses in use on the PBX.
3. Equipment provided as part of a bundled Service Agreement carries an advance replacement warranty for the term of the Service Agreement and any renewal period. Acts of God or other damage to the equipment outside of normal use are not covered under warranty replacement. Customer assumes responsibility to replace equipment should equipment become damaged or destroyed as a result of an Act of God or damaged or destroyed outside of normal use. Customer agrees to install equipment per installation instructions and meet all environmental guidelines. This includes providing an environmentally controlled room for premise equipment if applicable. The room shall be clean and protected against excess dust. This will include facilities to cool and heat the room to recommended operating temperatures and humidity. This will also include correct grounding, a UPS rated to meet equipment power requirements and surge protected power source. Customer agrees to meet all other installation items specified. Failure to follow installation guidelines and provide the correct operating environment may void the warranty.
4. Customer agrees to keep all equipment provided as part of a bundled service or rental / lease in good working order. At the end of the Service Agreement term, the Customer agrees to either renew the Service Agreement or request a buyout amount to purchase equipment, or to return all equipment provided as part of a bundled service or rental / lease as directed by Pulsar360 within 15 total days of notification. Customer is responsible for shipping charges and agrees that equipment will be properly packed for shipment and in good working order. Should equipment not be returned within 15 total days after notification, Customer will be charged the original cost and taxes of all equipment not returned. Should returned equipment arrive damaged or not in good working order, Customer will be charged the cost to repair equipment to good working order, or the original cost and taxes to replace equipment. The decision to repair or replace equipment is at the sole discretion of Pulsar360.

Circuit Installation Effective Billing Date – All new circuits must be installed and tested prior to installing equipment on the circuit and prior to porting any phone numbers that may be supplied over the circuit. The circuit installation date is independent from the installation date of other equipment and services and also independent from all number porting dates. Your Monthly Charges for circuits commence on the day the Circuit Provider informs Pulsar360 the circuit is installed and live for use.

Port Out Notification - Any number ported away from Pulsar360 within 6 months of porting to Pulsar360 is subject to a \$ 5.00 per number port out fee.

All Amounts in United States Dollars

Signature:		Date	
------------	--	------	--

Electronic Signature And Date Are Accepted For This Document



Phone System Replacement

Prepared for:

City of Kemah

Bobby Hurman
bhurman@kemah-tx.com



VoIP Statement of Work

Your Voice over IP (VoIP) Phone System

For our project and your VoIP installation to be successful, we need your participation in a system design "Kick-Off" call, some Order Package forms/documentation, and some physical equipment & wiring capability within your environment.

Participate in a System Design Conference Call

Provide an authorized person to participate in the Kick-Off call, which will define how you want the phones to work and the features to be configured for your system. This Kick-Off call will define the programming to be completed for your Call Flow and Dial Plan.

Provide required Order Package info:

- e911 Form
- Credit Card or Bank ACH Payment Method
- SIP Qualification or SIP Waiver Form
- Run a network test for proof that your network & internet will support VoIP traffic
- LOA Form when Porting Numbers
- Toll Free RESP ORG when Porting Toll Free Numbers
- Pulsar360 International Calling Authorization Form

You are responsible to provide:

- A router capable of supporting Quality of Service (QoS) for voice traffic
- Data or PoE network switch(es)
- Cat5e+ or Cat6 network drops for each phone

Other considerations not currently included in this project:

- Overhead Paging System
- Faxing through a Physical Machine
- Fire Alarm lines
- Elevator Panel
- PoS/Credit Card Terminal
- Replacement of your existing Internet service
- Additional router/network security to protect your business computers

Your router connects to your internet connection and to your internal network, which in turn connects to your VoIP phones or softphones on your computer. It is an often overlooked piece of the network that can have a major impact on the success or failure of your Voice over IP implementation. There is nothing worse than putting a poor quality, or under powered router in your office which could cause an otherwise good VoIP installation to go bad. In most small office installations, all data and VoIP traffic will flow through the router. Your router needs to be powerful enough to handle the maximum throughput of your data needs and the number of phones you will have in your office. Use 100 KB for each simultaneous phone call to calculate your VoIP Usage. The following list is for features that need to be available to use the router in a VoIP environment.



VoIP Statement of Work

Will your VoIP phones have their own dedicated Internet connection? If not, a router with a quality of service (QoS) setting to prioritize voice traffic over regular traffic is an absolute must.

- QoS/VLAN: The ability to prioritize and separate different types of internet traffic is required.
- Quality of Service settings, including Traffic Shaping (the ability to set aside a certain amount of bandwidth specifically for VoIP calls) are required. In a shared data and VoIP environment, these settings are key for providing high quality VoIP calls.
- Consistent NAT: The router should keep the NAT port for the phones the same for as long as the phones are connected.
- UDP port timeouts: The router should have the ability to set UDP Timeout to a minimum of 240 seconds
- Single WAN (internet connection): The phones will not work across multiple WAN connections unless the router specifically supports that feature. If there is load balancing, it must be disabled, and if there is an outage failover, the threshold should be set to a very high number, such as 30 seconds.

Considerations for your Data Switches in the Voice Path

- All Switches in the voice path must fully support VoIP QoS settings.
- If you are using a PoE switch, make sure the maximum cable run length is within the specifications called out by the switch for support of PoE to a phone.

Cabling, Patch Cables, Wall to Phone Cables

- Each individual cable run from data equipment to the phone must be with the maximum supported distance of the device and the cable type.
- Cables carrying VoIP traffic should be run around potential sources of interference. Do not run cables over transformers, fluorescent lighting, or other potential sources of electrical interference.
- Cables connecting the phones to the network and patch cables must be of sufficient quality to support VoIP traffic

If reusing phones

If you are: reusing existing phones, providing phones purchased through a 3rd party, or other "BYOD", then a Factory Reset and Provisioning of each phone may need to occur and will require you to be onsite for Factory Resetting and Provisioning of each phone. Each phone's provisioning takes approximately 30 minutes.

Your VoIP System Support starts with us

- Email servicedesk@visualedgeit.com - Phone 866-863-2266 option 2

Hardware

Description		Qty	
Ubiquiti UniFi Switch - 48 Ports - Manageable - 2 Layer Supported - 1U High - Rack-mountable - 1 Year Limited Warranty		5	
Ubiquiti Enterprise Gateway Router with Gigabit Ethernet - 4 Ports - Management Port - 2 Slots - Gigabit Ethernet - Rack-mountable		1	
Ubiquiti UniFi UAP-AC-PRO IEEE 802.11ac 1300Mbit/s Wireless Access Point - Power Supply (Not Included) - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Gigabit Ethernet - Wall Mountable, Ceiling Mountable - 5 Pack		1	
Ubiquiti UniFi Cloud Key Gen2 Network Monitoring Appliance		1	
Ubiquiti Cloud Key G2 Rack Mount Accessory - For Network Adapter 19" Rack Width - Rack-mountable - Beige		1	

Volp Hardware Yealink

Description		Qty	
Yealink Desk Phones		1	
Yealink Wall Mount Bracket		3	
Yealink T-29 Executive IP Phone w/POE		33	
Yealink Optima HD IP Conference Phone CP960		1	



Voip Services

Description	Recurring	Qty	Ext. Recurring
VoIP Monthly Charges	\$675.68	1	\$675.68
Voip Phone services		34	
Your E911 Services		1	
Monthly Subtotal:			\$675.68

Implementation Fees

Description		Qty	
Implementation and Configuration		1	
CAT6 Network Cable Drop		1	
VoIP Phones to Implement Configuration, Programming, On-boarding, and Connecting Phones		34	
Business Class Firewall Setup, Configuration, Installation		1	
Project Hours for MITS Clients Switch Programming and Installation		10	



Phone System Replacement



Prepared by:
 TLC Office Systems
 Brian Walker
 713-590-8531
 bwalker@tlcofficesystems.com

Prepared for:
 City of Kemah
 1401 Hwy 146
 Kemah, TX 77565
 Bobby Hurman
 (409) 927-0311
 bhurman@kemah-tx.com

Quote Information:
 Quote #: 008057
 Version: 1
 Delivery Date: 07/13/2020
 Expiration Date: 08/10/2020

Payment Options

Description	Payments	Interval	Amount
Purchase Option			
5 Yr Monthly Payment	60	Monthly	\$1,123.73

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. The expiration date, listed above, is the last date by which you may electronically approve this quote. The prices in this quote are valid for 30 days, please ask us to refresh your prices after that date. Orders over \$2,000 require a 50% deposit, before the order will be processed. Project orders require a 50% deposit before the order will be processed and a progress payment will be due when equipment is received. We specifically disclaim any and all warranties, expressed or implied, including but not limited to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, nor damages related to this agreement.



TLC Office Systems

City of Kemah

Signature: _____

Name: Brian Walker

Title: Managed IT Solutions Specialist

Date: 07/13/2020

Signature: _____

Name: Walter Gant

Date: _____