

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, NOVEMBER 15, 2017- 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

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

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a)

Service Awards

Yotoshia Bellow	Parks & Recreation	11/26/2012	05 years
Richard Jaramillo	Parks & Recreation	11/14/2012	05 years
John Picard	Police	11/05/2012	05 years
Anson Johnson	Parks & Recreation	11/20/2007	10 years
James Patterson	Police	11/12/2007	10 years
Andra Hosea	Water Distribution	11/14/2002	15 years
Randy Mouton	Sewer	11/11/1987	30 years

(b)

Recognize Mainland Crimestoppers with the Productivity Award for 2016. (Police Department)

(5) REPORTS

(a)

Utilities Customer Service (Water)

(b)

Community Development Quarterly Report (Code Enforcement)

(6) CONSENT AGENDA

(a)

Approve City Commission Minutes for November 1, 2017, meeting. (City Secretary)

- (b) Consider and take action on Resolution No. 17-079, authorizing Mayor to enter into an agreement with TXDoT for Exit Ramp near Holland Rd on I-45. (City Secretary)
 - (c) Consider and take action on Resolution No. 17-080, authorizing the Mayor to enter into an agreement with Buc-ee's Ltd. to receive \$400,000 for the installation of an Exit Ramp near Holland Rd on I-45. (City Secretary)
 - (d) Consider and take action on Resolution No. 17-081, authorizing the Mayor to enter into an agreement with Buc-ee's Ltd. to extend the existing Chapter 380 agreement 2 years. (City Secretary)
 - (e) Consider and take action on Resolution No. 17-082, approve and award the annual contract for Bid # 2018-037 Surface Treatment Rock, Basalt Rock, and Limestone. (Public Works)
- (7) REGULAR ITEMS
- (a) Consider and take action on Ordinance No. 17-29, amending the City of Texas City's 2017/2018 fiscal year budget to close the 2016-2017 fiscal year purchase orders. (Finance)
 - (b) Consider approval of Ordinance No. 17-30, amending the City of Texas City's fiscal year 2017/2018 budget to facilitate the construction of a southbound exit ramp off I-45 at Holland Road. (Finance)
- (8) PUBLIC COMMENTS
- (9) MAYOR'S COMMENTS
- (10) COMMISSIONERS' COMMENTS
- (11) ADJOURNMENT

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

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

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON NOVEMBER 10, 2017, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

/s/ James Hartshorn
James Hartshorn
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 11/15/2017

November 2017 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Administration

Department: Administration

Information

ACTION REQUEST (Brief Summary)

Service Awards

Yotoshia Bellow	Parks & Recreation	11/26/2012	05 years
Richard Jaramillo	Parks & Recreation	11/14/2012	05 years
John Picard	Police	11/05/2012	05 years
Anson Johnson	Parks & Recreation	11/20/2007	10 years
James Patterson	Police	11/12/2007	10 years
Andra Hosea	Water Distribution	11/14/2002	15 years
Randy Mouton	Sewer	11/11/1987	30 years

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 11/15/2017

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Recognize Mainland Crimestoppers with the Productivity Award for 2016. (Police Department)

BACKGROUND

Recognizing Mainland Crimestoppers with the Productivity Award for 2016 (Cities with population of 40,001 to 50,000) for the greatest dollar recovery and most cases cleared for our population group.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 11/15/2017

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (b)

Meeting Date: 11/15/2017

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Community Development Quarterly Report (Code Enforcement)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Structures

August - October

Structures

August - October

	<u><i>August</i></u>	<u><i>September</i></u>	<u><i>October</i></u>	<u><i>Qtr</i></u>
Cases begun	7	9	1	17
Voluntary releases	0	1	3	4
Agreed abatements	0	0	4	4
Forced abatements	3	4	2	9
Demolition Permits	17	6	8	31

1201 1st Avenue North

Before:



After:



416 9th Avenue North

Before:



After:



622 3rd Avenue North



In Conclusion

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 11/15/2017

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for November 1, 2017, meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, NOVEMBER 1, 2017 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, NOVEMBER 1, 2017, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Matthew T. Doyle.

1. ROLL CALL

Dorthea Jones arrived at 5:06 P.M. prior to Tammy Odom's presentation to Anita Cook.

Present: Matthew T. Doyle, Mayor
Phil Roberts, Mayor Pro Tem
Bruce Clawson, Commissioner At Large
Dee Ann Haney, Commissioner At Large
Thelma Bowie, Commissioner District 1
Dorthea Jones, Commissioner District 3
Jami Clark, Commissioner District 4

2. INVOCATION

Led by Pastor Walter Abernathy, Cathedral of Faith Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner Bowie.

4. PROCLAMATIONS AND PRESENTATIONS

a. Proclamation for Municipal Court Week.

Received by Judge George Cooley and Tammy Odom, Municipal Court Supervisor.

b. Recognize Anita Cook - 2017 Texas Court Clerks Association Distinguished Service Award Recipient

Presented by Tammy Odom, Municipal Court Supervisor, to Anita Cook, Court Clerk.

c. Promotion of Lieutenant Colwell to Captain.

Police Chief Robert Burby promoted Lieutenant Jeff Colwell to Captain. Texas Ranger Joe Haralson and Commissioner Bruce Clawson did the pinning.

5. REPORTS

- a. Community Development Quarterly Report (Code Enforcement)

Report was rescheduled.

6. CONSENT AGENDA

Motion by Commissioner At Large Dee Ann Haney, Seconded by Commissioner At Large Bruce Clawson to approve consent agenda items a through f.

Vote: 7 - 0 CARRIED

- a. Approve City Commission Minutes for October 18, 2017 meeting. (City Secretary)
- b. Consider and take action on Resolution No. 17-074, approving a revised contract between the Galveston County Health District and the City of Texas City for water pollution control and abatement services. (Public Works)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 17-075, rejection of all bids received for Bid # 2018-036 Water and Sewer Line Repair Materials Annual Contract and Rebid with changed specifications. (Public Works)

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 17-076, authorizing the write-off of utility receivables past due and deemed to be uncollectible as of September 30, 2017. (Finance)

Vote: 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 17-077, authorizing the write-off of EMS receivables past due and deemed to be uncollectible as of September 30, 2017. (Finance)

Vote: 7 - 0 CARRIED

- f. Consider and take action on Resolution No. 17-078, casting votes for Bruce Clawson as a member of the Board of Directors of the Galveston Central Appraisal District 2018-2019. (City Secretary)

Vote: 7 - 0 CARRIED

7. PUBLIC COMMENTS

Julie Garret, SBA representative, informed about loans that are available for small business owners, home owners and renters that were affected by Hurricane Harvey.

Don Johnson, Member of the Harris - Galveston Subsidence District Board, introduced Shannon Lucus and recommended her for the newly vacant spot on the board.

STAFF COMMENTS

Dennis J. Harris, Director of Recreation and Tourism, announced the Annual Christmas Parade will be on November 30, 2017.

James Hartshorn, Deputy Director of Management Services, reminded everyone of the Touch-A-Truck event on Saturday, November 4th.

8. MAYOR'S COMMENTS

Mayor Doyle welcomed Tom Munoz, Director of Emergency Management, back from his deployment.

9. COMMISSIONERS' COMMENTS

Commissioner Clawson congratulated Jeff Conwell on his promotion to Captain. He also complimented Mike Stump on his employees' excellent customer service at the Biosphere.

10. ADJOURNMENT

Having no further business, Commissioner Dee Ann Haney made a MOTION to ADJOURN at 5:27 p.m.; the motion was SECONDED by Commissioner Bruce Clawson. All present voted AYE. MOTION CARRIED.

MATTHEW T. DOYLE, MAYOR

ATTEST:

James Hartshorn, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(6) (b)

Meeting Date: 11/15/2017

Agreement with TxDOT

Submitted For: Doug Kneupper, Transportation and Planning

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 17-079, authorizing Mayor to enter into an agreement with TXDoT for Exit Ramp near Holland Rd on I-45

BACKGROUND

Several months ago, TxDOT officials provided the City the final schematic layout of the upcoming Gulf Freeway reconstruction. Upon review of the layout, City staff and business owners in Lago Mar recognized that the only freeway exit to get to Holland Road (southbound direction) was going to be just past FM 517 to the north, which is approximately 1-1/2 miles from Holland Road. City officials initiated a meeting with TxDOT to formulate a plan to get an additional exit ramp for Holland Road traveling southbound. TxDOT required an engineering study justifying the additional exit ramp. The study is complete and acceptable to TxDOT. The final item is an Agreement between TxDOT and Texas City committing TxDOT to design and construct the exit ramp, and committing Texas City to pay \$600,000 for the additional exit ramp. The funding will be from a combination of \$200,000 from TCEDC (already approved) and \$400,000 from Buc-ee's. Actual payment to TxDOT will be sometime around June/July 2018.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

17-079

Holland/I45 Ramp Info

Map

RESOLUTION NO. 17-079

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE DESIGN AND CONSTRUCTION OF AN EXIT RAMP NEAR HOLLAND ROAD ON I-45 SOUTH BOUND; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City and the Texas Department of Transportation (TxDOT) have formed an agreement that TxDOT will design and construct the Holland Road Southbound exit ramp and the City will pay \$600,000.00; and

WHEREAS, the City will contribute the fixed amount of \$600,000.00 to TxDOT for construction of the project and the State will be responsible for all other costs and overruns; and

WHEREAS, the funding for the Project will come from a combination of \$200,000.00 from Texas City Economic Development Corporation (TCEDC) and \$400,000.00 from Buc-ee's, Ltd.

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

SECTION 1: That the City Commission hereby approves the Mayor to enter into an agreement with the Texas Department of Transportation for the Holland Road Exit Ramp Project.

SECTION 2: That the City Commission hereby approves the City to expend fixed amount of \$600,000.00 as allocated hereinabove to fund the Holland Road Exit Ramp Project.

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

PASSED AND ADOPTED this 15th day of November 2017.

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

ATTEST:

APPROVED AS TO FORM:

James Hartshorn
City Secretary

Ronald F. Plackemeier
City Attorney

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Texas City, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Texas Transportation Commission Minute Order Number 114670 authorizes the State to undertake and complete a highway improvement generally described as the reconstruction of IH 45 from north of FM 517 to south of FM 1764; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as an exit ramp from IH 45 southbound to Holland Rd, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this

contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

- B.** At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- C.** In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

11. Termination

- A.** This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Office of the Mayor City of Texas City 1801 9 th Avenue N Texas City, Texas 77590	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

15. Amendments

By mutual written consent of the parties, this agreement may be amended prior to its expiration.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a

fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Matthew T. Doyle
Mayor, City of Texas City

Date

THE STATE OF TEXAS

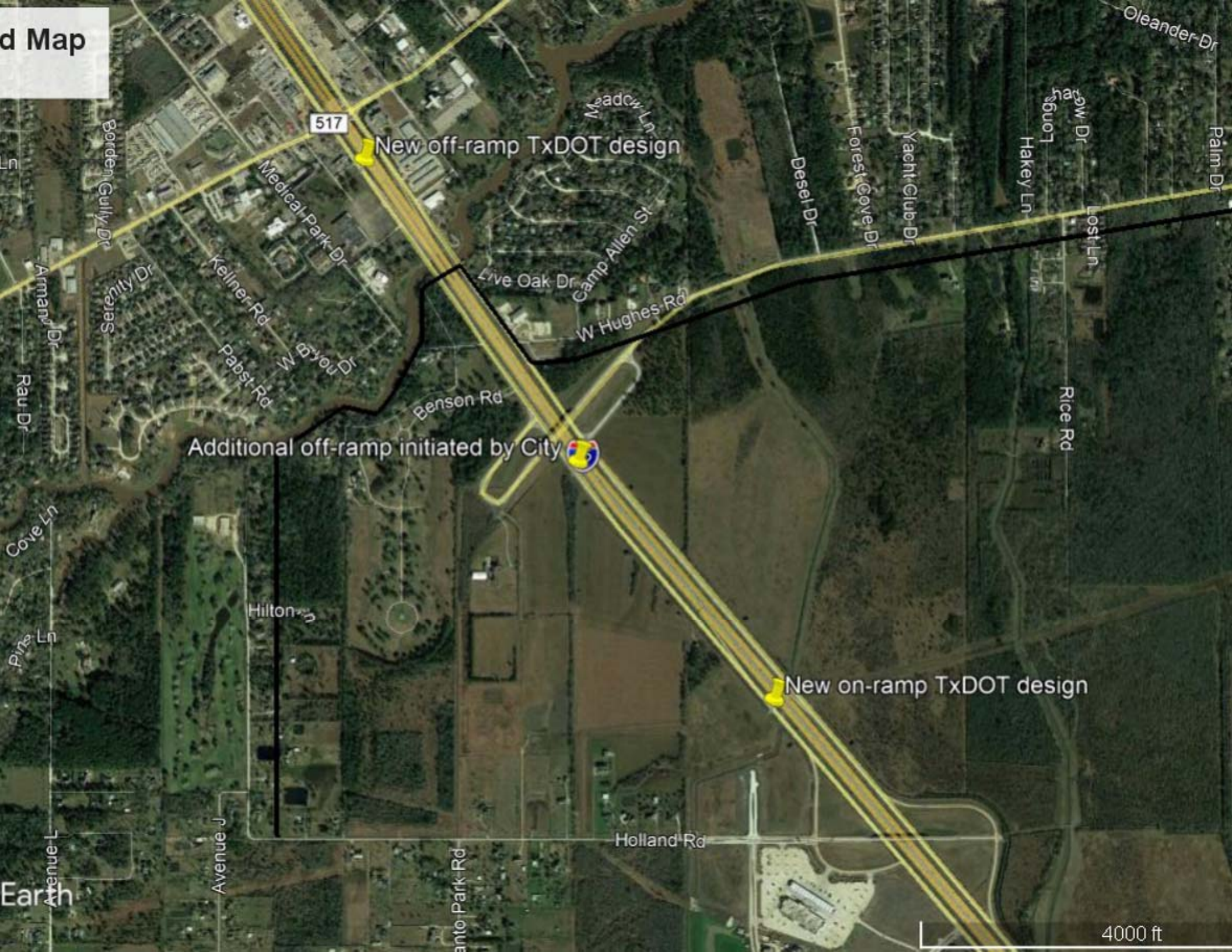
Quincy Allen, PE
District Engineer – Houston

Date

ATTACHMENT A
PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government has requested to participate in the States' project of the reconstruction of IH 45 from north of FM 517 to south of FM 1764. The Local Government has requested the state add an exit ramp from the southbound IH 45 main lanes to Holland Rd. The State will design and construct the auxiliary lane and ramp.

The Local Government will contribute the fixed amount of \$600,000.00 to the State, for construction of the Project. The State will be responsible for all other costs and overruns.



517

New off-ramp TxDOT design

Additional off-ramp initiated by City

New on-ramp TxDOT design

4000 ft

Map showing proposed highway improvements along Highway 517. The map includes the following street names:

- Oleander Dr
- Palm Dr
- Yacht Club Dr
- Forest Cove Dr
- Desel Dr
- Hailey Ln
- Lost Ln
- Rice Rd
- Holland Rd
- Benson Rd
- W Hughes Rd
- Camp Allen St
- Live Oak Dr
- Medical Park Dr
- W Myo Dr
- Papst Rd
- Kellner Rd
- Serenity Dr
- Borden Gully Dr
- Armani Dr
- Rau Dr
- Cove Ln
- Pine Ln
- Hilton Ln
- Avenue J
- Anto Park Rd

CITY COMMISSION REGULAR MTG

(6) (c)

Meeting Date: 11/15/2017

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 17-080, authorizing the Mayor to enter into an agreement with Buc-ee's Ltd. to receive \$400,000 for the installation of an Exit Ramp near Holland Rd on I-45.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

17-080

Exhibit A

RESOLUTION NO. 17-080

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BUC-EE'S LTD. FOR THE CITY OF TEXAS CITY TO RECEIVE \$400,000 FOR THE INSTALLATION OF AN EXIT RAMP NEAR HOLLAND ROAD; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City and the Texas Department of Transportation (TxDOT) have formed an agreement that TxDOT will design and construct the Holland Road Southbound exit ramp and the City will pay \$600,000; and

WHEREAS, the City and Buc-ee's both agree that it would be in each other's best interest to participate and contribute to the fixed amount of contribution to the Texas Department of Transportation in the sum of \$600,000.00 as required to complete the Project; and

WHEREAS, the City's contribution will be funded by the Texas City Economic Development Corporation; and

WHEREAS, the City agrees to contribute \$200,000.00; and

WHEREAS, Buc-ee's agrees to contribute \$400,000.00.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby authorizes the Mayor to enter into an Agreement, attached hereto as "Exhibit A," with Buc-ee's Ltd. to receive \$400,000 from Buc-ee's Ltd. for the City's share of the Holland Road Exit Ramp Project Agreement the City has entered into with TxDOT.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 15th day of November, 2017.

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

ATTEST:

APPROVED AS TO FORM:

James Hartshorn
City Secretary

Ronald F. Plackemeier
City Attorney

TEXAS DEPARTMENT OF TRANSPORTATION CONTRIBUTION AGREEMENT

CITY OF TEXAS CITY, TEXAS AND BUC-EE'S, LTD.

THIS AGREEMENT ("Agreement") is made and entered into on the ___ day of _____, 2017, by and between The City of Texas City, Texas, a home ruled city (the "City") and Buc-ee's, Ltd., a Texas limited partnership ("Buc-ee's), collectively and together the City and Buc-ee's shall be referred to as the "Parties".

RECITALS

WHEREAS, Transportation Code, Chapters 201 and 221, authorizes the State of Texas to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System;

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorizes the State of Texas to contract with municipalities and political subdivisions;

WHEREAS, Texas Transportation Commission Minute Order Number 114670 authorizes the State of Texas to undertake and complete a highway improvement generally described as the reconstruction of IH 45 from north of FM 517 to south of FM 1764;

WHEREAS, the City has requested that the State of Texas allow the City to participate in said improvement by funding that portion of the improvement described as an exit ramp from IH 45 southbound to Holland Rd, called the "Project", see Exhibit "A" attached hereto;

WHEREAS, the State of Texas has determined that such participation is in the best interest of the citizens of the State;

WHEREAS, the City and Buc-ee's both agree that it would be in each other's best interest to participate and contribute to the fixed amount of contribution in the sum of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) as required complete the Project;

WHEREAS, the City agrees contribute Two Hundred Thousand and 00/100 Dollars (\$200,000.00); and

WHEREAS, Buc-ee's agrees to contribute Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the City and Buc-ee's do agree as follows:

1. **Recitals.** The recitals above are incorporated herein by reference.

2. **Contribution.** On or before November 15, 2017 Buc-ee's shall deposit the sum of \$400,000.00 with the City.

3. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by electronic transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

IN WITNESS WHEREOF, the Parties have entered into this Easement Agreement as of the day and year first above written.

CITY OF TEXAS CITY

MATTHEW T. DOYLE, MAYOR

Date_____

ATTEST:

City Secretary

BUC-EE'S, LTD.
a Texas Limited Partnership

By: AHA-GP., LLC,
a Texas limited liability company,
general partner

ARCH H. APLIN, III, PRESIDENT

Date_____

CITY COMMISSION REGULAR MTG

(6) (d)

Meeting Date: 11/15/2017

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 17-081, authorizing the Mayor to enter into an agreement with Buc-ee's Ltd. to extend the existing Chapter 380 agreement 2 years.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

17-081

Exhibit A

RESOLUTION NO. 17-081

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED AGREEMENT WITH BUC-EE'S LTD. TO EXTEND THEIR EXISTING SALES TAX REBATE AGREEMENT FOR TWO (2) YEARS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City and Buc-ee's, Ltd. entered into a Sales Tax Rebate Agreement (the "Agreement") dated July 18, 2012; and

WHEREAS, the City Commission of the City Texas City has authorized certain economic development incentives to Buc-ee's, Ltd. in recognition of the positive economic benefits that will accrue to the City through Buc-ee's, Ltd. efforts to develop a portion of a ± 30.4-acre tract of land being generally located southwest of the intersection of IH-45 and Holland Road in the City of Texas City, Galveston County, Texas; and

WHEREAS, the original Term of the Agreement consisted of a period of Fifteen (15) years which will enable Buc-ee's Ltd. to develop the Property as a commercial project; and

WHEREAS, the City and Buc-ee's, Ltd. now desire to extend the Term of the Agreement for two (2) additional calendar years.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby authorizes the Mayor to enter into an amended Sales Tax Rebate Agreement with Buc-ee's, Ltd., attached hereto as **Exhibit "A"**, to extend the existing Agreement for two (2) years.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 15th day of November 2017.

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

ATTEST:

APPROVED AS TO FORM:

James Hartshorn
City Secretary

Ronald F. Plackemeier
City Attorney

FIRST AMENDMENT TO SALES TAX REBATE AGREEMENT

CITY OF TEXAS CITY, TEXAS AND BUC-EE'S, LTD.

THIS FIRST AMENDMENT TO SALES TAX REBATE AGREEMENT ("First Amendment") is made and entered into on the ___ day of _____, 2017, by and between The City of Texas City, Texas, a home ruled city (the "City") and Buc-ee's, Ltd., a Texas limited partnership ("Buc-ee's"), collectively and together the City and Buc-ee's shall be referred to as the "Parties".

RECITALS

WHEREAS, Section 380.001 of the Texas Local Government Code (hereinafter "Section 380") provides that a governing body of a municipality may establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and provide personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality. TEX. LOC. GOV. CODE ANN §380.001 (a);

WHEREAS, the City Commission of the city Texas City has authorized certain economic development incentives to Buc-ee's, Ltd. in recognition of the positive economic benefits that will accrue to the City through Buc-ee's efforts to develop a portion of a ± 30.4-acre tract of land being generally located southwest of the intersection of IH-45 and Holland Road in the city of Texas City, Galveston County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, the City and Buc-ee's entered into that one certain Sales Tax Rebate Agreement (the "Agreement") dated July 18, 2012;

WHEREAS, the original Term of the Agreement consisted of a period of Fifteen (15) years (the "Term"), which will enable Buc-ee's to develop the Property as a commercial project (the "Project");

WHEREAS, the City and Buc-ee's now desire to extend the Term of the Agreement for Two (2) additional calendar years;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Recitals.** The recitals above are incorporated herein by reference.

2. **Term.** The term of the Agreement dated July 18, 2012 shall be for a period of Seventeen (17) years, beginning January 1 of the calendar year following substantial completion of the Travel Center on the Property;

3. **No Other Amendments.** Except as expressly modified hereby, the Agreement dated July 18, 2012 shall remain unmodified and in full force and effect; and

4. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by electronic transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

IN WITNESS WHEREOF, this First Amendment constitutes the only amendment to the Agreement dated July 18, 2012 and all other provisions of the Agreement dated July 18, 2012 shall remain in full force and effect.

CITY OF TEXAS CITY

MATTHEW T. DOYLE, MAYOR
Date_____

ATTEST:

City Secretary

BUC-EE'S, LTD.
a Texas Limited Partnership

By: AHA-GP., LLC,
a Texas limited liability company,
general partner

ARCH H. APLIN, III, PRESIDENT
Date_____

CITY COMMISSION REGULAR MTG

(6) (e)

Meeting Date: 11/15/2017

2018-037 Surface Treatment Rock, Basalt Rock, and Limestone

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 17-082, approve and award the annual contract for Bid # 2018-037 Surface Treatment Rock, Basalt Rock, and Limestone.

BACKGROUND

On October 12, 2017, A "Request For Bidders" was advertised in the local paper and a bid packet was mailed to Vulcan Materials. No other vendors requested a packet. The bid was opened on November 2, 2017. The Bid received met all of the requirements.

ANALYSIS

It is the recommendation of the Public Works Department to award Bid # 2018-037 Surface Treatment Rock, Basalt Rock, and Limestone Annual Contract as listed and that the Mayor is authorized to execute a contract on behalf of the City Commission.

A Bid Tabulation is attached for your review.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

17-82

Exhibit A

RESOLUTION NO. 17-082

A RESOLUTION AWARDED A BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR THE PURCHASE AND DELIVERY OF SURFACE TREATMENT ROCK, BASALT ROCK AND LIMESTONE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on October 12, 2017, a “Request for Bidders” was advertised in the local paper for Surface Treatment Rock, Basalt Rock, and Limestone annual contract, Bid No. 2018-037; and

WHEREAS, bids opened on November 2, 2017, and the only bid received meeting all specifications was submitted by Vulcan Materials of San Antonio, Texas.

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

SECTION 1: That the successful bidder for the purchase and delivery of Surface Treatment Rock, Basalt Rock, and Limestone annual contract, Bid No. 2018-037, is Vulcan Materials.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with Vulcan Materials, for the purchase and delivery of Surface Treatment Rock, Basalt Rock, and Limestone contract, Bid No. 2018-037, for the respective unit price bid as provided for in “**Exhibit A**”, and as attached hereto and incorporated herein for all intents and purposes.

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

PASSED AND ADOPTED this 15th day of November 2017.

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

ATTEST:

APPROVED AS TO FORM:

James Hartshorn
City Secretary

Ronald F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

Ord 13-52

Meeting Date: 11/15/2017

Amend the fiscal year 2017/2018 budget to close 2016/2017 fiscal year purchase orders.

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider approval of a request to amend the fiscal year 2017-2018 budget to close 2016-2017 fiscal year purchase orders.

BACKGROUND

Purchase orders that are outstanding at the end of the fiscal year are to be canceled and rolled into the current fiscal year 2017-2018. Since encumbrances impact budgets, the current fiscal year's budget must be increased to reflect outstanding encumbrances from the 2016-2017 fiscal year.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

17-29

ORDINANCE NO. 17-29

AN ORDINANCE AMENDING ORDINANCE NO. 17-26, ADOPTING THE 2017-2018 FISCAL YEAR BUDGET TO CLOSE THE 2016-2017 FISCAL YEAR PURCHASE ORDERS; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 17-26, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2017-2018; and

WHEREAS, a budget amendment is needed to close 2016-2017 Fiscal Year Purchase Orders.

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

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

SECTION 2: That the budget for Fiscal Year 2017-2018 of the City of Texas City, Texas, is hereby amended as follows:

Amend the Fiscal Year 2017-2018 Budget to close 2016-2017 fiscal year purchase orders.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED this 15th day of November, 2017.

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

ATTEST:

APPROVED AS TO FORM:

James Hartshorn
City Secretary

Ronald F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

Ord 09-24

Meeting Date: 11/15/2017

Consider approval of a request to amend the City of Texas City's fiscal year 2017/2018 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider approval of a request to amend the City of Texas City's fiscal year 2017/2018 budget.

BACKGROUND

Several months ago, TxDOT officials provided the City the final schematic layout of the upcoming Gulf Freeway reconstruction. Upon review of the layout, City staff and business owners in Lago Mar recognized that the only freeway exit to get to Holland Road (southbound direction) was going to be just past FM 517 to the north, which is approximately 1-1/2 miles from Holland Road. City officials initiated a meeting with TxDOT to formulate a plan to get an additional exit ramp for Holland Road traveling southbound. TxDOT required an engineering study justifying the additional exit ramp. The study is complete and acceptable to TxDOT. The final item is an Agreement between TxDOT and Texas City committing TxDOT to design and construct the exit ramp, and committing Texas City to pay \$600,000 for the additional exit ramp. The funding will be from a combination of \$200,000 from TCEDC (already approved) and \$400,000 from Buc-ee's. Actual payment to TxDOT will be sometime around June/July 2018.

ANALYSIS

The budget amendment required is a transfer from TCEDC to the City, receipt of funds from Buc-ee's into the General Fund, and City payment to TxDOT.

Texas City Economic Development Corp. (801):

Transfer to City General Fund	\$200,000
Unassigned Fund Balance	(\$200,000)

General Fund (101):

Transfer from TCEDC	\$200,000
Receipt from Buc-ee's	\$400,000
Payment to TxDOT	(\$600,000)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

17-30

ORDINANCE NO. 17-30

AN ORDINANCE AMENDING ORDINANCE NO. 17-26, ADOPTING THE 2017-2018 FISCAL YEAR BUDGET TO FACILITATE THE CONSTRUCTION OF A SOUTHBOUND EXIT RAMP OFF I-45 AT HOLLAND ROAD; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK AND THE STATE COMPTROLLER'S OFFICE; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 17-26, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2017-2018; and

WHEREAS, a budget amendment is required to transfer funds from Texas City Economic Development Corporation (TCEDC) to the City, receipt of funds from Buc-ee's, Ltd. into the General Fund, and City payment to TxDOT.

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

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

SECTION 2: That the budget for Fiscal Year 2017-2018 of the City of Texas City, Texas, is hereby amended as follows:

Texas City Economic Development Corp. (801):

Transfer to City General Fund	\$200,000
Unassigned Fund Balance	(\$200,000)

General Fund (101):

Transfer from TCEDC	\$200,000
Receipt from Buc-ee's	\$400,000
Payment to TxDOT	(\$600,000)

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

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

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

PASSED AND ADOPTED this 15th day of November 2017.

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

ATTEST:

APPROVED AS TO FORM:

James Hartshorn
City Secretary

Ronald F. Plackemeier
City Attorney