

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, MARCH 7, 2018 - 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
- (5) REPORTS
 - (a) Road & Street Projects (Public Works)
- (6) CONSENT AGENDA
 - (a) Approve City Commission Minutes for February 21, 2018 meeting. (City Secretary)
 - (b) Consider and take action on Resolution No. 18-018, approving the execution of an engineering agreement with ARKK Engineers,LLC, for the Texas Avenue Reconstruction Project. (Public Works)
 - (c) Consider and take action on Resolution No. 18-019, authorizing the Mayor to execute an Interlocal Agreement with Galveston County for the reconstruction of portions of Texas Ave. and Century Blvd. (Transportation & Planning)
 - (d) Consider and take action on Resolution No. 18-020, authorizing the aerial spraying for mosquitoes funded by the County's Mosquito Control Program. (Public Works)
 - (e) Consider and take action on Resolution No. 18-021, approving and awarding a contract for bid # 2018-344 Force Main Pile Support Restoration Project. (Public Works)

- (f) Consider and take action on Resolution No. 18-022, approving and awarding a contract for bid # 2018-343 Parks Service Center Roof Repair Project. (Public Works)

- (7) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 18-07, amending the City's fiscal year 2017-2018 budget to appropriate funds for the Texas Avenue construction project. (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 MARCH 2, 2018, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

NICK FINAN
EXECUTIVE DIRECTOR OF MANAGEMENT SERVICES

CITY COMMISSION REGULAR MTG

(6) (b)

Meeting Date: 03/07/2018

Engineering Services for Texas Avenue Reconstruction Project

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. 18-018, approving the execution of an engineering agreement with ARKK Engineers, LLC, for the Texas Avenue Reconstruction Project.

BACKGROUND

ARKK Engineers, LLC. has submitted an Agreement for Services, for the engineering services of the Texas Avenue Reconstruction Project for the design and construction phases totaling \$638,460.00

A copy of the Agreement For Service is attached for your review.

ANALYSIS

it is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute an engineering Agreement For Services with ARKK Engineers, LLC, for the Texas Avenue Reconstruction Project for the design and construction phases totaling \$638,460.00.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution
Exhibit A

RESOLUTION NO. 18-018

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC. TO PROVIDE DESIGN AND CONSTRUCTION SERVICES FOR THE CITY OF TEXAS CITY'S TEXAS AVENUE RECONSTRUCTION PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Public Works Department is requesting the approval of an engineering services agreement with ARKK Engineers, LLC., to provide design and construction services for the City of Texas City's Texas Avenue Reconstruction Project; and

WHEREAS, ARKK Engineers, LLC has submitted a Proposal and an Agreement to provide engineering services for the Texas Avenue Reconstruction Project; and

WHEREAS, the cost for design and construction services, as set out on the attached proposal, is \$638,460.00.

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

SECTION 1: That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, to provide engineering services for the City of Texas City's Texas Avenue Reconstruction Project.

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

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

PASSED AND ADOPTED this 7th day of March 2018.

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

ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn
City Secretary

Russell F. Plackemeier
City Attorney



ATTACHMENT "A"

November 30, 2017

Mr. Tom Kessler, P.E.
Director of Public Works
City of Texas City
301 6th Street North
Texas City, Texas 77592

Re: Proposal for Engineering Design and Construction Phase Services for City of Texas City's
"Texas Avenue Reconstruction Project"
City of Texas City, Texas

Dear Mr. Kessler:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design and construction phase services for the above referenced project. This proposal is based on our understanding of the project as discussed in our previous meetings and conversations with City staff. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

This project involves providing engineering design and construction phase services for the reconstruction of Texas Avenue between 14th Street and 6th Street/Loop 197 for a distance of approximately 3,850 linear feet. The reconstruction will involve removal of existing pavement and replacement with reinforced concrete pavement. The estimated project cost to reconstruct the street is \$5.5 million (includes a 10% construction contingency). The intersection of Texas Avenue and 9th Street was constructed recently and is not included in this proposal.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as associated Surveying, Geotechnical, and other services necessary to support the project. The proposal does not include performing any environmental studies. Should the need arise during the design phase to perform any environmental investigations, a separate proposal will be submitted to the City. The proposal is separated into Basic Services (civil engineering services) and Special Services.

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

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Research and gather existing relevant data on the project such as existing utility information, pipeline crossings, as available.
- Coordinate with private utility companies, and other entities that may be involved to obtain information on their existing facilities and requirements that may impact this project. Coordinate with utility companies on potential conflicts with the proposed improvements.
- Coordinate with the surveying firm and authorize the topographic survey for the project.
- Plot survey data of the proposed alignment.
- Provide design for the paving, drainage, and any required water and sanitary sewer relocations for the project areas.
- Obtain any available record drawings from the City.
- Coordinate with other governmental entities which may be impacted by the project.
- Prepare project specifications, bid documents, and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide two (2) draft sets of plans and specifications for review and comments.
- Incorporate appropriate comments from pertinent entities into the final bid documents.
- Complete coordination with other governmental entities or utility agencies in regard to the project. Assist the City in obtaining and/or securing approvals required by all governmental authorities with jurisdiction over the design and/or the operation of

the project and public and private utilities affected by this project. This assistance will involve the usual expected coordination and approval process. When the process involves work beyond the expected, such as special designs, appearances at special meetings, coordination of utility/pipeline excavation efforts, permitting applications, etc., such work would be considered under the Additional Services portion of this proposal.

- Prepare a final cost estimate for the project.
- Furnish three (3) sets of construction documents to the City.

B. Special Services - Design Phase

1. Traffic Control Plans

- Prepare a Traffic Control Plan for the routing of traffic within the project area. This plan will include signs and lane closures to complete the proposed improvements.

2. Storm Water Pollution Prevention Plan

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Texas National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from construction.

3. Survey Services

- Conduct topographic survey of the street alignment designated for reconstruction and extending at least 150 feet +/- on the side streets along the project alignment.
- Surface features along the project route and measure downs on inlets, manholes and water valves and roadway cross-sections at periodic intervals.
- Prepare survey control map of project areas.
- Utilize a survey sub-consultant mutually agreeable to the City and ARKK.

4. Geotechnical Services

- Perform a geotechnical investigation of the project area. A budget for 75 V.F. of soil borings is included in this proposal. Cement or asphalt plugs will be used at the surface for borings that are drilled within the pavement.
- Supplement the geotechnical report performed previously for this general area with construction recommendations.
- Utilize a geotechnical sub-consultant mutually agreeable to the City and ARKK.

5. Reproduction

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

II. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Phase

This task includes providing bidding and construction administration services for the project.

- Assist the City in obtaining bids for the project. The City of Texas City will advertise the project and will absorb all related advertising costs. ARKK will coordinate with the City and will assist in developing the wording of the advertisement.
- Dispense construction documents via the CivCast online plan room (by Amtek USA) to prospective bidders.
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary.

- Conduct a pre-bid conference for potential bidders.
- Evaluate the bids and the qualifications of the apparent low bidders and advise the City as to the acceptability of the apparent low bidder.
- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Engineer shall provide one set of reproducible record plans based on the Contractor's red line marked up as-built drawings.

B. Special Services – Construction Phase

1. Construction Observation Services:

- Provide one project site representative to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. The project site representative will coordinate the construction activities with the construction contractor performing the work. The estimated construction contract duration for the project is estimated to be 10 months. The construction observation budget allocated for this project is based on providing one (1) project site representative an average 40 hours/week for 10 months of construction duration.
- ARKK personnel will coordinate with the City and the construction contractor regarding the construction activities.
- Provide engineering and technical office personnel support during the construction phase.
- In the event of rain days where construction may be hindered or stopped, the site representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The project site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The project site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City.
- The project site representative will take periodic photographs of the construction progress and of key items of concern.
- The project site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The project site representative will aid in the coordination of activities of the testing laboratory.

- The project-site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- The project site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The project site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.
- The project site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- ARKK staff will process daily reports and other administrative office duties.

2. Construction Materials Testing:

- Construction materials testing is included in this proposal as a budgetary item. It is anticipated that a separate construction testing firm mutually agreeable to the City of Texas City and ARKK will be utilized as a subcontractor to ARKK to perform the testing services. The City has the option to contract directly with the materials testing firm.

FEE

The fee for the services is outlined below. A budget for miscellaneous services is included to cover additional tasks and costs, which may occur during the progress of the work. Such tasks will only be performed upon authorization from the City.

1. DESIGN PHASE

Design Phase Services: lump sum amount of	\$317,040.00
*Surveying: Subcontractor's Cost plus 10%	\$32,620.00
*Geotechnical Investigation: Subcontractor's Cost plus 10%	\$9,350.00
Traffic Control Plan: lump sum amount of	\$7,500.00
Storm Water Pollution Prevention Plan: lump sum amount of	\$2,500.00
Reproduction: lump sum amount of:	\$1,500.00
*Miscellaneous Services: Cost plus 10%	<u>\$7,500.00</u>
Design Phase Fee:	\$378,010.00

2. CONSTRUCTION PHASE

Construction Administration Services: lump sum	\$ 55,950.00
*Construction Observation Services: (Hourly and cost plus 10%)	\$176,500.00
*Construction Materials Testing Budget: (Cost plus 10%)	<u>\$28,000.00</u>
Construction Phase Fee:	\$260,450.00
Total All Services:	\$638,460.00

* At this time the magnitude of these tasks are not known. Therefore budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run or by contract amendment.

Hourly charges for office personnel shall be charged based on a raw labor rates times a multiplier of 2.99, reimbursable expenses will be charged at cost plus 10% and mileage will be charged at the current IRS prevailing rate. The construction observation fee includes hourly costs for a project site representative, and vehicle charges of \$35.00 per day. Hourly charges for the project Site Representative shall be charged based on a raw labor rate times a multiplier of 2.70.

ARKK Engineers LLC appreciates the opportunity to submit this proposal and we look forward to working with the City of Texas City on this very important project.

Sincerely,
ARKK ENGINEERS, LLC.

A handwritten signature in blue ink that reads "Madhu Kilambi". The signature is written in a cursive, flowing style.

Madhu Kilambi, P.E.
Senior Project Manager / Principal

ATTACHMENT "B"
INSURANCE LIMITS

1.	General Liability	Each Occurrence: Damage to Rented Premises Medical Expenses (any one person) Personal and Adv. Injury General Aggregate: Products - Comp/Op Agg:	\$1,000,000 \$1,000,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000
2.	Automobile Liability	Combined Single Limit:	\$1,000,000
3.	Excess Liability Umbrella Form	Each Occurrence: Aggregate:	\$1,000,000 \$1,000,000
4.	Worker's Compensation and Employers Liability	Each Accident: Disease - Each Employee: Disease - Policy Limit: \$500,000	\$500,000 \$500,000 \$500,000
5.	Professional Liability	Each Claim Policy Year Aggregate	\$1,000,000 \$1,000,000

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ___ day of _____, A.D., 20___, by and between ARKK Engineers, LLC. ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering and Construction Phase Services for the City of Texas City's "**Texas Avenue Reconstruction Project**" ("Project").

NOW, THEREFORE, *Client* and *Consultant* hereby agree as follows:

1. Engagement of Consultant - *Consultant* hereby agrees to perform the services required under the scope of work related to the *Project*, and to provide *Client* with copies of the information, opinions, and other such documents made the basis of the scope of services, which is set out in Attachment "A" and made a part of this contract. *Consultant* agrees to initiate the following services that are set out in Attachment "A" upon receipt of an executed copy of this Agreement.
2. Availability of Information - *Client* agrees to provide *Consultant* with all available information pertinent to the *Project*. *Client* will also provide copies of reports, drawings, and other data, and will, at *Consultant's* request, provide written authorization to review *Client's* files relative to the *Project* which may be in possession of third parties. *Consultant* agrees to return all original

documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.

3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.
4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducible of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: **\$638,460.00** for Design, Bid, and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.

9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.
13. Home Rule Municipality

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City

Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

ARKK ENGINEERS, LLC.
Consultant

BY: Madhu Kilambi
MADHU KILAMBI, P.E.
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS
Client

BY: _____
MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____
City Secretary

CITY COMMISSION REGULAR MTG

(6) (c)

Meeting Date: 03/07/2018

Interlocal Agreement Between Texas City and Galveston County for Road Projects

Submitted For: Doug Kneupper, Transportation and Planning

Submitted By: Doug Kneupper, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 18-019, authorized the Mayor to execute an Interlocal Agreement with Galveston County for the reconstruction of portions of Texas Ave. and Century Blvd.

BACKGROUND

In April, 2017, Galveston County Commissioners Court requested that Texas City prepare roadway construction information in preparation for a November 2017 County Bond Election. The City's top priorities were the reconstruction of Texas Ave. between 14th St. and 6th St. and the reconstruction of Century Blvd. between Sea Lion Chemicals and SH 3. With the successful bond election, Galveston County has allocated \$6,290,000 to Texas City for these two projects. Also, up to \$1,000,000 is available from the County with a dollar-for-dollar city match.

This agreement formalizes the activities the City and County will perform for the design and construction of these two projects. Upon approval of all associated agreements, City staff will authorize design efforts to begin for Texas Ave.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

- Resolution
- Interlocal Agreement
- Texas Ave
- Century Blvd

RESOLUTION NO. 18-019

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE COUNTY OF GALVESTON FOR THE RECONSTRUCTION OF A PORTION OF TEXAS AVENUE AND CENTURY BOULEVARD, WITHIN THE CITY LIMITS OF THE CITY OF TEXAS CITY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City, Texas, (the “City”) wishes to enter into an Interlocal Agreement for the reconstruction of a portion of Texas Avenue and Century Boulevard, within the City limits of the City of Texas City, Texas; and

WHEREAS, in April 2017, Galveston County Commissioners Court (the “County”) requested that Texas City prepare roadway construction information in preparation for the November 2017 County Bond Election; and

WHEREAS, the City desires to reconstruct a portion of Texas Avenue between 14th Street and 6th Street and the reconstruction of Century Boulevard between Sea Lion Chemicals and SH 3; and

WHEREAS, the Galveston County Commissioners Court has allocated \$6,290,000 to the City for these two projects and up to \$1,000,000 to be made available from the County of Galveston with a dollar-for-dollar City match.

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 approves an Interlocal Agreement with the County of Galveston for reconstruction of a portion of Texas Avenue and Century Boulevard, within the City limits of the City of Texas City, Texas.

SECTION 2: That the City Commission of the City of Texas City, Texas, hereby authorizes the Mayor to negotiate and execute an Interlocal Agreement for the Reconstruction of portion of Texas Avenue and Century Boulevard, within the City Limits of the City of Texas City, Texas, in the form attached hereto as **Exhibit “A”**, and made a part hereof.

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

PASSED AND ADOPTED this 7th day of March 2018.

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

ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn
City Secretary

Russell F. Plackemeier
City Attorney

The State of Texas §

§

County of Galveston §

Interlocal Agreement to Partially Fund Improvements to City Streets known as Texas Avenue and Century Boulevard within the City Limits of Texas City, Texas

This Agreement is entered into pursuant to Chapter 791 Texas Government Code and Transportation Code §251.012. It is by and between the **County of Galveston**, hereinafter referred to as the “County” and the **City of Texas City**, a home-rule municipality, hereinafter referred to as the “City” both of which are political subdivisions of the State of Texas.

I. Preamble

The Parties agree:

- The County allocated \$6,290,000 in road funds to be used as the County’s share for improvements to various city streets in the City of Texas City. In addition, the County allocated up to \$1,000,000 in road bond funds to be used as the County’s share for improvements to various city streets in the City provided the City matched the County’s additional contribution dollar for dollar, up to \$1,000,000.

II. Project

- Texas Avenue
 - Beginning at the intersection of Texas Ave and 14th Street, reconstruct approximately 3,670 feet of 60-foot wide concrete curb & gutter roadway ending at intersection of 6th Street. This project includes new concrete paving, and storm sewer.
- Century Blvd
 - Beginning at the intersection of Century Blvd. and SH3, construct approximately 2,720 feet of three-lane (38-foot wide) concrete curb and gutter roadway ending at the existing concrete section in front of Sea Lion Chemical. This project will include new concrete paving and storm sewer. This will complete Century Blvd. from the Gulf Freeway all the way to SH3.

III. City Approval

- As required by the **Texas Transportation code §251.02** the City gives its approval to the County to finance the Project up to the limits established herein.

IV. Payment

- The County will partially finance a share of the Project up to a maximum expenditure of \$6,290,000, plus up to an additional \$1,000,000 if matched dollar for dollar by City. The City will be responsible to provide funding for or obtain funding from other outside sources for all additional Project costs, if any. Nothing herein however, shall preclude the County from providing additional funds for this Project, but the County shall be under no obligation to do so.
- If the actual Project costs are less than the \$6,290,000 County allocation, then the County and City may mutually agree to utilize the difference on another road project within the city.

V. Duties

5.1 The County will:

5.1.1 Century Blvd Project

- Design, construct, and manage the project per the City's requirements
- Furnish the City with a set of plans and specifications.
- Transfer any and all warranties to the City
- Resolve any disputes with contractor(s)

5.1.2 Texas Ave Project

- Reimburse the City within Forty Five (45) days of receipt of each invoice.
- Withhold payment on invoice(s) that lack sufficient documentation until questions surrounding the invoice(s) have been mutually resolved to the satisfaction of the County and the City.
- Construct, and manage the project per the City's requirements
- Transfer any and all warranties to the City
- Resolve any disputes with contractor(s)

5.2 The City will:

5.2.1 Century Blvd. Project

- Deal with local citizen issues and questions during design and construction.
- Provide any necessary right-of-way.
- After completion of the Project, be responsible for such maintenance and upkeep as is required to keep the Project properly functioning.

5.2.2 Texas Ave Project

- Design the project per the City's requirements with County concurrence and provide Construction Phase Engineering Services.
- After the County has secured bond funds, the City will invoice the County monthly through the County Engineer for Design and Construction Phase Engineering expenses on the Project.
- Submit such supporting documentation with each invoice as is required by the County.
- Deal with local citizen issues and questions during design and construction.
- Provide any necessary right-of-way.
- After completion of the Project, be responsible for such maintenance and upkeep as is required to keep the Project properly functioning.

VI. Completion of Project

- Upon completion and acceptance of this Project the County's responsibility under this Agreement ends.

VII. General Provisions:

- Anything in this Agreement to the contrary notwithstanding, a) in no event shall any provision of this Agreement be construed to impose, create or increase any liability to any third party whatsoever; and b) in no manner shall this Agreement be construed to operate for the benefit of any third party.
- This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties representing the within subject matter.
- Each party represents that it has full authorization to enter into this Agreement as required by law.
- The parties agree to pay any payments made pursuant to this Agreement from current revenues.
- This Agreement may be executed in multiple originals.
- In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.
- Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provision, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.
- It is expressly understood and agreed that under this Agreement neither party waives, not shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Executed this _____ day of _____, 2018.

County of Galveston

By: _____
Mark Henry
County Judge

Attest:

Dwight Sullivan
County Clerk

Executed this _____ day of _____, 2018.

City of Texas City

By: _____
Matthew T. Doyle
Mayor

Attest:

Approved as to Form:

James Hartshorn
City Secretary

City Attorney

1. Project Title
 - a. Texas Avenue Reconstruction between 14th Street N and 6th Street N
2. Project Narrative
 - a. Beginning at the intersection of Texas Ave. and 14th Street, reconstruct approximately 3,670 feet of 60' wide concrete curb and gutter roadway ending at the intersection of 6th Street. The project includes new concrete paving, storm sewer, and water line rehabilitation.
3. Project Benefits Narrative
 - a. Texas Avenue is a major thoroughfare used primarily for commercial and industrial traffic. Expansions and improvements in Texas City's Industrial Complex will place additional traffic demands on this section of roadway. This project will improve roadway safety, traffic flow, replace undersized drainage facilities, replace deteriorated water lines affected by roadway construction, and eliminate ongoing maintenance and repairs.
4. Project Development/Readiness
 - a. Conceptual design of the project is complete. The roadway will be constructed within existing right-of-way. No environmental issues are anticipated.
5. Project Cost
 - a. \$5,287,064
6. Funding Source
 - a. The project will be funded through County bond proceeds.
7. Schedule
 - a. The project will require approximately 6 months for survey, geotech, and final design, 3 month to advertise and award, and 15 months to construct.

1"=300'



City of Texas City

Texas Ave (FM 1765) Paving Improvements

April, 2017



1. Project Title
 - a. Century Boulevard Reconstruction from Sea Lion Chemical to State Highway 3
2. Project Narrative
 - a. Beginning at the intersection of Century Blvd. and SH 3, construct approximately 2,720 feet of three-lane (38' wide) concrete curb and gutter roadway ending at the existing concrete section in front of Sea Lion Chemical. The project will include new concrete paving, storm sewer, and water main extension. This will complete Century Blvd. from the Gulf Freeway all the way to SH 3.
3. Project Benefits Narrative
 - a. Century Boulevard is a thoroughfare and major collector between the Gulf Freeway and SH 3 utilized by residential, commercial, and industrial traffic. This project will improve roadway safety, including tank-truck safety, increase traffic capacity, eliminate roadside drainage ditches, and complete the widening of the remaining section of the roadway.
4. Project Development/Readiness
 - a. Conceptual design of the project is complete. Some right-of-way acquisition will be required. No environmental issues are anticipated.
5. Project Cost
 - a. \$2,053,324
6. Funding Source
 - a. The project will be funded through County bond proceeds.
7. Schedule
 - a. The project will require approximately 9 months for survey, geotech, and final design, 3 months to advertise and award, and 12 months to construct.

1"=300'



City of Texas City

Century Blvd. Paving Improvements

April, 2017



CITY COMMISSION REGULAR MTG

(6) (d)

Meeting Date: 03/07/2018

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 18-020, authorizing the aerial spraying for mosquitoes funded by the County's Mosquito Control Program. (Public Works)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 18-020

A RESOLUTION APPROVING THE AERIAL SPRAYING OVER THE TERRITORY OF THE CITY OF TEXAS CITY, TEXAS, FOR THE ABATEMENT OF MOSQUITOES BY THE GALVESTON COUNTY MOSQUITO CONTROL DISTRICT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Galveston County Mosquito Control District is responsible for the operation of the county-wide Mosquito Control Program; and

WHEREAS, the Federal Aviation Administration has indicated that governmental approval is necessary to provide aerial spraying services over the territories of general purpose governments.

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 aerial spraying over its territory for the abatement of mosquitoes, provided such spraying is conducted within the regulations and constraints of the Federal Aviation Administration, The Environmental Protection Agency, and other authoritative federal and state agencies.

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

PASSED AND ADOPTED this 7th day of March 2018.

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

ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(6) (e)

Meeting Date: 03/07/2018

2018-344 Force Main Pile Support Restoration Project

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. 18-021, approving and awarding a contract for bid # 2018-344 Force Main Pile Support Restoration Project. (Public Works)

BACKGROUND

On February 6, 2018, Notice was published and bid packets were made available from ARKK Engineers, through CivcastUSA. Bids were received and opened on February 22, 2018 at 2 pm.

The lowest responsible bidder meeting all requirements was RAC Industries, LLC, for the total amount of \$114,094.40.

A bid tabulation and letter of recommendation from the project engineering firm, ARKK Engineers, is attached for your review.

ANALYSIS

It is the Recommendation of the Public Works Department that the City Commission award this project to RAC Industries, LLC for the total bid amount of \$114,094.40 and authorize the Mayor to execute a contract on behalf of the City Commission. Public also requests that the Mayor be authorized to execute change orders not to exceed 25% of the amount bid, without bringing the matter before the Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution
Exhibit A

RESOLUTION NO. 18-021

A RESOLUTION AWARDDING BID NO. 2018-344 FORCE MAIN PILE SUPPORT RESTORATION PROJECT TO RAC INDUSTRIES, LLC; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on February 6, 2018, a notice was published and bid packets were made available from ARKK Engineers, through CivcastUSA; and

WHEREAS, on February 22, 2018, bids were received and opened at 2 pm.; and

WHEREAS, the lowest bidder meeting all requirements was RAC Industries, LLC, of Pasadena, Texas, for the total amount of \$114,094.40.

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

SECTION 1: That the City Commission awards Bid No. 2018-344 Force Main Pile Support Project to RAC Industries, LLC for \$114,094.40.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with RAC Industries, LLC.

SECTION 3: That the Mayor is hereby authorized to approve Change Orders, not to exceed 25% of the contract amount, without bringing the matter before the Commission.

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

PASSED AND ADOPTED this 7th day of March 2018.

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

ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn
City Secretary

Russell F. Plackemeier
City Attorney



February 26, 2018

Mr. Corbin Ballast
Director of Utilities
City of Texas City
911 Highway 146 North
Texas City, Texas 77590

Re: **Letter of Recommendation for the Force Main Pile Support Restoration Project**
City of Texas City, Texas
Bid # 2018-344
ARKK Job No. 17-055

Dear Mr. Ballast:

On Friday, February 22, 2018, the City of Texas City received three (3) bids for the above referenced project. The project involves the replacement of the damaged pile structure that is holding up a 30-inch force main with a new pile structure and the restoration of slope paving for the project area.

The following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Three (3) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities.
2. The total bids for the project are as follows:

Bidder	Total Bid
RAC Industries, LLC	\$114,094.40
SER Construction Partners, LLC	\$151,190.00
Harper Brothers Construction, LLC	\$165,425.00

A copy of the bid tabulation is attached.

3. References – The low bidder, RAC Industries, LLC. provided a list of references and supporting documentation. RAC Industries, LLC. have successfully completed projects of similar nature for other municipalities and municipal utility districts and staff has been very pleased with the quality of work.

RAC Industries, LLC. appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City

award the **Force Main Pile Support Restoration Project** to RAC Industries, LLC. in the amount of **\$114,094.00**.

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC.

A handwritten signature in blue ink that reads "Madhu Kilambi". The signature is written in a cursive style.

Madhu Kilambi, P.E.

Principal/Senior Project Manager

Cc: Mr. Tom Kessler, P.E. – City of Texas City

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER					
				RAC INDUSTRIES, LLC		SER CONSTRUCTION PARTNERS, LLC		HARPER BROTHERS CONSTRUCTION, LLC	
BASE BID ITEMS:									
1	Mobilization, including Performance Bond, Payment Bond, (Max Amount is 5% of Total Bid):	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00
2	Install cast-in-place pipe support in accordance with design drawing details, including piles, clamps, anchor bolts, and all associated work, Complete in Place, the Sum of:	LS	1	\$ 75,205.00	\$ 75,205.00	\$ 97,000.00	\$ 97,000.00	\$ 100,000.00	\$ 100,000.00
3	Remove and dispose of existing pile support, Complete in Place, the Sum of:	LS	1	\$ 1,035.00	\$ 1,035.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00
4	Furnish and install 18" thick Riprap material, per details, Complete in Place, the Sum of:	SY	41	\$ 89.90	\$ 3,685.90	\$ 165.00	\$ 6,765.00	\$ 100.00	\$ 4,100.00
5	Remove and dispose existing concrete slope paving, Complete in Place, the Sum of:	SY	100	\$ 10.00	\$ 1,000.00	\$ 20.00	\$ 2,000.00	\$ 17.00	\$ 1,700.00
6	Install 5" Slope Paving, Complete in Place, the Sum of:	SY	195	\$ 86.30	\$ 16,828.50	\$ 115.00	\$ 22,425.00	\$ 175.00	\$ 34,125.00
7	Abandon existing manhole, per details, Complete in Place, the Sum of:	EA	2	\$ 920.00	\$ 1,840.00	\$ 2,500.00	\$ 5,000.00	\$ 3,500.00	\$ 7,000.00
8	Rock Dam, Complete in Place, the Sum of:	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
9	Well pointing, Complete in Place, the Sum of:	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
10	Miscellaneous Allowance as approved by the City, Complete in Place, the Sum of:	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID ITEMS:					\$ 114,094.40		\$ 151,190.00		\$ 165,425.00
TOTAL BASE BID ITEMS:					\$ 114,094.40		\$ 151,190.00		\$ 165,425.00
RECOMMENDATION: TOTAL BASE BID:					\$ 114,094.40		\$ 151,190.00		\$ 165,425.00
MATHEMATICAL ERROR CORRECTED BY ENGINEER									

CITY COMMISSION REGULAR MTG

(6) (f)

Meeting Date: 03/07/2018

2018-343 Parks Service Center Roof Repairs Project

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. 18-022, approving and awarding a contract for bid # 2018-343 Parks Service Center Roof Repair Project. (Public Works)

BACKGROUND

On February 2, 2018, notice was published and bid packets were made available. Bids were received and opened on Friday, February 16, 2018. The low responsible bidder meeting all requirements, was Texas Liqa Tech Services, Inc. for the bid amount of \$44,700.00.

A letter of recommendation and bid tabulation are attached for your review.

ANALYSIS

It is the recommendation of the Public Department that the City Commission award this project to Texas Liqa Tech Services Inc. for the amount bid and that the Mayor be authorized to execute a contract on behalf of the City Commission. Public Works further requests that the Mayor be authorized to execute change orders not to exceed 25% of the contract amount, without bringing the matter before the Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 18-022

A RESOLUTION AWARDING BID NO. 2018-343 PARKS SERVICE CENTER ROOF REPAIR PROJECT TO TEXAS LIQUA TECH SERVICES, INC.; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on February 2, 2018, bids packets were mailed and/or picked up by area vendors for Bid No. 2018-343 Parks Service Center Roof Repair Project; and

WHEREAS, bids were opened on February 16, 2018, and the lowest bidder meeting all specifications was Texas Ligua Tech Services, Inc., of Houston, Texas; and

WHEREAS, it is the recommendation of the Public Works Department to award Bid No. 2018-343 Parks Service Center Roof Repair Project to Texas Ligua Tech Services, Inc. for the bid amount of \$44,700.00.

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

SECTION 1: That the City Commission awards Bid No. 2018-343 Parks Service Center Roof Repair Project to Texas Ligua Tech Services, Inc. for \$44,700.00.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Texas Ligua Tech Services, Inc.

SECTION 3: That the Mayor is hereby further authorized to approve change orders, not to exceed 25% of the contract amount, without bringing the change orders before the City Commission.

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

PASSED AND ADOPTED this 7th day of March 2018.

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

ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn
City Secretary

Russell F. Plackemeier
City Attorney



211 HIGHLAND CROSS ROAD • SUITE 220 • HOUSTON, TEXAS 77073
PHONE: (281) 209-1724 • FAX: (281) 209-2724 • TOLL FREE (800) 966-6088

February 27, 2018

Mr. Tommy Maris
Project Administrator
City of Texas City
301 6th Street North; 1st Floor
Texas City, Texas 77592-2608

Re: Bid Review: Roof Repair Project
Parks Service Center
PCI Project No. 11447.17

Dear Mr. Maris

On Friday, February 16, 2018, a total of three bids were submitted by prospective contractors for the referenced project. The bids were opened and read aloud and recorded by PCI representative, at 2:00 p.m. on the noted date. A tabulation of the bids is attached.

Based on the bid tabulation, Texas Liqua Tech Services, Inc. (LiquaTech) was the low bidder with a submitted bid of \$44,000.00. PCI reviewed the bids and supplemental information submitted by each bidder for evaluation purposes. PCI has successfully completed several roofing and restoration projects with LiquaTech over the past years. In addition, the unit prices and timeframe submitted on their bid appear to be commensurate for the respective item.

Based on our evaluation of the subject qualifications and information submitted, LiquaTech is considered to be the "preferred" and most responsive bidder for this project. PCI recommends selecting LiquaTech for the specified work including selecting Performance and Payment Bonds for a total Contract Amount of \$44,700.00. If you have any questions, or if we can be of further service, please contact me.

Sincerely,

PRICE CONSULTING, INC.

Karl A. Schaack, P.E., RRC
President

cc: M. McKinley – Texas City

BID TABULATION FORM

**CITY OF TEXAS CITY
PARKS SERVICE CENTER
TEXAS CITY, TEXAS
PCI PROJECT NO.
11447.17**

LIQUATECH	RB HASH	JR JONES
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BASE BID	\$44,000.00	\$49,785.00	\$51,954.94
P&P BOND	\$700.00	\$995.00	\$2,597.74
ALTERNATE BID NO. 1	\$30,400.00	\$19,184.00	\$15,450.00
ALTERNATE BID NO. 2	\$2,600.00	\$3,500.00	\$2,000.00
ALTERNATE BID NO. 3	\$4,500.00	\$6,500.00	\$3,850.00

PROJECT COMPLETION			
BASE BID	60	30	15
ALTERNATE BID NO. 1	30	14	5
ALTERNATE BID NO. 2	10	5	1
ALTERNATE BID NO. 3	10	5	2

UNIT PRICES			
2 X 4 WOOD NAILER	\$4.00	\$5.50	\$5.00
2 X 6 WOOD NAILER	\$5.00	\$6.50	\$6.00
METAL ROOF PANEL REPL.	\$10.00	\$8.00	\$10.00
METAL WALL PANEL REPL.	\$11.00	\$8.00	\$10.00
BLANKET INSULATION	\$7.50	\$6.00	\$6.50

ADDENDUM 1	X	X	X
ADDENDUM 2	X	X	X
ADDENDUM 3	X	X	X

BOND	X	X	NO
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CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 03/07/2018

Amend fiscal year 2017-2018 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance 18-07, amending the City's fiscal year 2017-2018 budget to appropriate funds for the Texas Avenue construction project.

BACKGROUND

The City and Galveston County have entered into an interlocal agreement, referenced in Resolution 18-019, in which the City of Texas City is responsible for a funding match not to exceed \$1,000,000.

ANALYSIS

The funding will come from Certificates of Obligation that were issued in 2015 and are recorded in the City's construction fund 411.

Budget Amendment:

Construction Fund 411

Street Improvements Expense	\$1,000,000.00
Unassigned Fund Balance	(\$1,000,000.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 18-07

AN ORDINANCE AMENDING ORDINANCE NO. 17-26, ADOPTING THE 2017-2018 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR THE TEXAS AVENUE RECONSTRUCTION PROJECT AND FOR RECEIPT OF CERTIFICATES OF OBLIGATIONS PROCEEDS; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE BUDGET AMENDMENT 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 appropriate funds for the Texas Avenue Reconstruction Project. The funding will come from the Certificate of Obligation that was issued in 2015 and recorded in the City's Construction Fund; and

WHEREAS, the City of Texas City and Galveston County have entered into an Interlocal Agreement, referenced in Resolution No. 18-019, in which the City of Texas City is responsible for a funding match not to exceed \$1,000,000.

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:

Certificates of Obligation Series 2015 Construction Fund 411:

Street Improvements Expense	\$1,000,000.00
Unassigned Fund Balance	(\$1,000,000.00)

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

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

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

PASSED AND ADOPTED this 7th day of March 2018.

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

ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn
City Secretary

Russell F. Plackemeier
City Attorney