

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, MAY 16, 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) CANVASSING ELECTION RETURNS
  - (a) Consider and take action on Resolution No. 18-039, canvassing the election returns for the City's General Election held on Saturday, May 5, 2018. (City Secretary)
  - (b) Ceremonial Oath of Office: Each newly sworn in Officer may have a Ceremonial Oath administered by a person of their choosing. (City Secretary)
  - (c) Oath of Office: Oath of Office given to candidates who are declared winners from the May 5, 2018, City General Election. (City Secretary)
- (5) Retirements

Mark Moreno	Police	10 years
Mark Pandanell	Fire	24 years
Chet Rich	Police	38 years
- (6) PROCLAMATIONS AND PRESENTATIONS
  - (a) National Police Week 2018 (Police Department)
- (7) CONSENT AGENDA
  - (a) Approve City Commission Minutes for May 2, 2018 meeting. (City Secretary)

- (b) Consider and take action on Resolution No. 18-040, appointing Mayor Pro Tem. (City Secretary)
- (c) Consider and take action on Resolution No. 18-041, approving an Agreement for Services with ARKK Engineers for design, bidding and construction engineering services associated with the City's Bay Street Shared-Use Path project. (Transportation & Planning)
- (d) Consider and take action on Resolution No. 18-042, approving revisions to the City of Texas City's Personnel Policy. (Human Resources)
- (e) Consider and take action on Resolution No. 18-043, acceptance of a donated bus. (Recreation & Tourism)
- (f) Consider and take action on Resolution No. 18-044, approving the execution of an engineering agreement with ARKK Engineers, LLC, for the Sanitary Sewer Rehabilitation - Phase 18A. (Public Works)
- (g) Consider and take action on Resolution No. 18-045, authorizing the Mayor to enter into an agreement with Aon Risk Solutions, Inc. (Human Resources)
- (8) REGULAR ITEMS
  - (a) Consider and take action on Ordinance No. 18-12, to amend the City of Texas City Fiscal Year 2017/2018 Budget to create and fund a part-time administrative clerk position in the Fire Department. (Finance)
  - (b) Consider and take action on Ordinance No. 18-13, amending the City's fiscal year 2017-2018 budget to appropriate additional funds for the purchase of police vehicles. (Finance)
- (9) PUBLIC COMMENTS
- (10) MAYOR'S COMMENTS
- (11) COMMISSIONERS' COMMENTS
- (12) 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 MAY 11, 2018, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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JAMES M. HARTSHORN  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(4) (a)**

**Meeting Date:** 05/16/2018

**Submitted By:** Rhomari Jackson-Glover, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-039, canvassing the election returns for the City's General Election held on Saturday, May 5, 2018. (City Secretary)

**BACKGROUND**

We will receive the official results from the County on Monday dealing with the May 5 General Election. We will forward to you once we receive them. They will show the County's precinct by precinct count as well as the City's District. We will have hard copies at the meeting the review. This item is a requirement of State law that the results are reviewed by the governing body and confirmed official and final.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Oath Template

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In the name and by the authority of

**The State of Texas**

**OATH OF OFFICE**

**I, (Insert Name), do solemnly swear (or affirm), that I will faithfully execute the duties of the office of (Insert Position) of The City of Texas City, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.**

—

\_\_\_\_\_

**Affiant**

**SWORN TO and subscribed before me by affiant on this 16th day of May, 2018.**

Oath

(Seal)

\_\_\_\_\_  
**Signature of Person Administering**

**James M. Hartshorn**\_\_\_\_\_  
**Printed Name**

**City Secretary**  
**Title**

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**CITY COMMISSION REGULAR MTG**

**(5)**

**Meeting Date:** 05/16/2018

May 2018 Retirements

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

**Submitted By:** Susan Sensat, Administration

**Department:** Administration

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**Information**

**ACTION REQUEST (Brief Summary)**

Retirements

Mark Moreno	Police	19 years
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Mark Pandanell	Fire	24 years
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Chet Rich	Police	38 years
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**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 05/16/2018

**Submitted By:** Rhomari Jackson-Glover, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve City Commission Minutes for May 2, 2018 meeting. (City Secretary)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Minutes

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REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, MAY 2, 2018 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, MAY 2, 2018, 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 5:01 p.m. by Mayor Matthew T. Doyle.

1. ROLL CALL

Present: Matthew T. Doyle, Mayor  
Phil Roberts, Mayor Pro Tem, Commissioner District 2  
Bruce Clawson, Commissioner At-Large  
Dee Ann Haney, Commissioner At-Large  
Thelma Bowie, Commissioner District 1  
Jami Clark, Commissioner District 4

Absent: Dorthea Jones, Commissioner District 3

2. INVOCATION

Led by Pastor Stephanie Hughes of St. John's United Methodist Church.

Pastor Stephanie invited all in attendance to the United Methodist Church's National Day of Prayer event on May 3, 2018.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner At-Large Bruce Clawson.

4. PROCLAMATIONS AND PRESENTATIONS

a. Firefighter Edwin Newton promotion to Engineer. (Fire Department)

Edwin Newton was promoted from Firefighter to Engineer by Fire Chief David Zacherl. Engineer Newton was pinned by his wife.

5. REPORTS

a. Library Report (Library)

Luke Alvey, Library Director, gave a PowerPoint presentation showcasing the different programs and activities the Library will be hosting this summer.

Commissioner Dee Ann Haney complimented Mr. Alvey on his excitement and passion for the Library.

Mayor Doyle congratulated Luke on his promotion to Library Director.

6. CONSENT AGENDA

Item e pulled by Mayor Doyle.

Motion by Commissioner At-Large Dee Anna Haney, Seconded by Commissioner At-Large Bruce Clawson to approve consent items a, b, c, d, f, and g.

- a. Approve City Commission Minutes for April 18, 2018 meeting. (City Secretary)

**Vote: 6 - 0 CARRIED**

- b. Consider and take action Resolution No. 18-033, finding that Centerpoint Energy Houston Electric, LLC's Application for Approval to amend its Distribution cost recovery factor pursuant to 16 tex. admin. code § 25.243 to increase distribution rates within the City should be denied. (City Secretary)

**Vote: 6 - 0 CARRIED**

- c. Consider and take action on Resolution No. 18-034, approving a contract for Bid No. 2018-341 15th Avenue Drainage Improvements Phase 2 - Bay Street. (Public Works)

**Vote: 6 - 0 CARRIED**

- d. Consider and take action on Resolution No. 18-035, approving a contract for the 2018 Pavement Striping Project at various locations. (Public Works)

**Vote: 6 - 0 CARRIED**

- e. Consider and take action on Resolution No. 18-036, appointing and swearing in Donnie D. Quintanilla as a temporary Municipal Court Judge. (City Secretary)

Item pulled by Mayor Doyle.

Mr. Quintanilla will be sworn in by James Hartshorn, City Secretary, at a later date.

Motion by Commissioner At-Large Dee Ann Haney, Seconded by Commissioner District 4 Jami Clark to appoint Donnie D. Quintanilla as temporary Municipal Court Judge.

**Vote: 6 - 0 CARRIED**

- f. Consider and take action on Resolution No. 18-037, approving Bid No. 2018-049 Sodium Bisulfite Annual Contract. (Public Works)

**Vote: 6 - 0 CARRIED**

- g. Consider and take action on Resolution No. 18-038, approving Bid No. 2018-050 Sodium Hypochlorite Solution Annual Contract. (Public Works)

**Vote: 6 - 0 CARRIED**

7. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 18-08, third and final reading of the Gas Franchise Agreement with Centerpoint. (City Secretary)

Motion by Mayor Pro Tem, Commissioner District 2 Phil Roberts, Seconded by Commissioner District 4 Jami Clark to approve the third and final reading of Ordinance No. 18-08.

**Vote:** 6 - 0 CARRIED

8. PUBLIC COMMENTS

Peggy Taylor, resident, requested that someone help her understand the easements on or around her property line.

Mayor Doyle requested that Doug Kneupper, City Engineer, research the issue and contact Ms. Taylor before the week ends.

Ellen Chuoke presented the Boy Scouts from Troop 246. Wyatt Chuoke, Fernando Tello, Pete Hipp, Nathan Hudnall, Sean Ivy, Patrick Hayes, Austin Jordan, Gabe Garcia, Kent Anderson, Hunter Jordan, and Asa Brieden were all in attendance to complete requirements towards earning their Citizen in the Community Merit Badge and Communications Badge.

Mayor Doyle encouraged the Scouts to continue on in their journey and explained that becoming an Eagle Scout was one of his greatest accomplishments.

STAFF COMMENTS

Tammy Odom, Municipal Court Clerk, stated she is looking forward to working with Mr. Quintanilla as temporary Municipal Court Judge.

Luke Alvey, Library Director, stated that the Library is collecting books for SMART Family Literacy, a community-based organization focused on building literacy in underprivileged areas.

Doug Kneupper, City Engineer, stated that Lago Mar is building homes at a high rate and the land development in Texas City is very attractive.

Thomas Munoz, Emergency Management Director, introduced his new Emergency Management Assistant, Dionicio Gonzalez.

Dennis Harris, Recreation & Tourism Director, stated that the Cinco de Mayo parade is on Saturday, May 5th beginning at 10:00 am.

9. MAYOR'S COMMENTS

Mayor Doyle explained that Commissioner Dortha Jones was absent due to a family emergency.

10. COMMISSIONERS' COMMENTS

Commissioner Jami Clark thanked the Boy Scouts from Troop 246 for coming to the meeting.

11. ADJOURNMENT

Having no further business, Commissioner At-Large Bruce Clawson made a MOTION to ADJOURN at 5:30 p.m.; the motion was SECONDED by Commissioner District 4 Jami Clark. All present voted AYE. MOTION CARRIED.

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MATTHEW T. DOYLE, MAYOR

ATTEST:

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James M. Hartshorn, City Secretary  
Date Approved:

**CITY COMMISSION REGULAR MTG**

(7) (b)

**Meeting Date:** 05/16/2018

**Submitted By:** Justin Herter, City Attorney Office

**Department:** City Attorney Office

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-040, appointing Mayor Pro Tem. (City Secretary)

**BACKGROUND**

**Texas City Charter Article 2. Section 2** “At the first regular meeting after every election, held for the purpose of electing new city commissioners, the members of the city commission shall elect one of their members to serve as mayor pro tem, and he/she shall perform all the duties of the mayor in his/her absence or disability.”

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 18-040**

**A RESOLUTION ELECTING A MEMBER OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY TO SERVE AS MAYOR PRO TEM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the City of Texas City's Charter reads:

**Article 2. Section 2** "At the first regular meeting after every election, held for the purpose of electing new city commissioners, the members of the city commission shall elect one of their members to serve as mayor pro tem, and he/she shall perform all the duties of the mayor in his/her absence or disability."

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

**SECTION 1:** That the City Commission hereby elects Commissioner At-Large Philip H. Roberts, to serve as Mayor Pro Tem.

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

**PASSED AND ADOPTED this 16th day of May 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**

(7) (c)

**Meeting Date:** 05/16/2018

Engineering and Consultant Services for Bay Street Shared-Use Path

**Submitted For:** Doug Kneupper, Transportation and Planning

**Submitted By:** Doug Kneupper, Transportation and Planning

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider approval of an Agreement for Services with ARKK Engineers for design, bidding, and construction engineering services associated with the City's Bay Street Shared-Use Path project.

**BACKGROUND**

In October 2017, the City was notified by the Texas Transportation Commission that our project under the Transportation Alternatives Set-Aside program had been selected for funding. City staff along with The Goodman Corporation have been coordinating with TxDOT officials to get the project ready for funding. The Bay Street Shared-Use Path is a combination of a new facility from Dike Road headed south, and replacing and widening an existing path from Skyline Drive into Bay Street Park (see exhibits). The Federal / State contribution to the project is 80% of the construction cost (\$410,154) with the City being responsible for 20% of the construction cost (\$102,538). In addition, the City is responsible to provide the design, environmental clearance, bidding and construction phase services for the project, all of which is included in this Agreement for Services. ARKK Engineers will be utilizing the services of The Goodman Corporation to help navigate through the Federal and State administrative requirements for this project.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Exhibit 1

Exhibit 2

Agreement for Services

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**RESOLUTION NO. 18-041**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARKK ENGINEERS, LLC. TO PROVIDE DESIGN, BIDDING AND CONSTRUCTION ENGINEERING SERVICES FOR THE CITY OF TEXAS CITY'S BAY STREET SHARED- USE PATH PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, in October 2017, the City was notified by the Texas Transportation Commission that the Bay Street Shared-Use Path Project was selected for federal and state funding; and

**WHEREAS**, the Public Works Department is requesting the approval of an engineering services agreement with ARKK Engineers, LLC., to provide design, bidding and construction services for the City of Texas City's Bay Street Shared-Use Path Project; and

**WHEREAS**, the cost for design and construction services, as set out on the attached proposal, is \$102,538.00.

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

**SECTION 1:** That the City Commission hereby accepts ARKK Engineers, LLC, to provide engineering services for the City of Texas City's Bay Street Shared-Use Path 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 16th day of May 2018.**

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

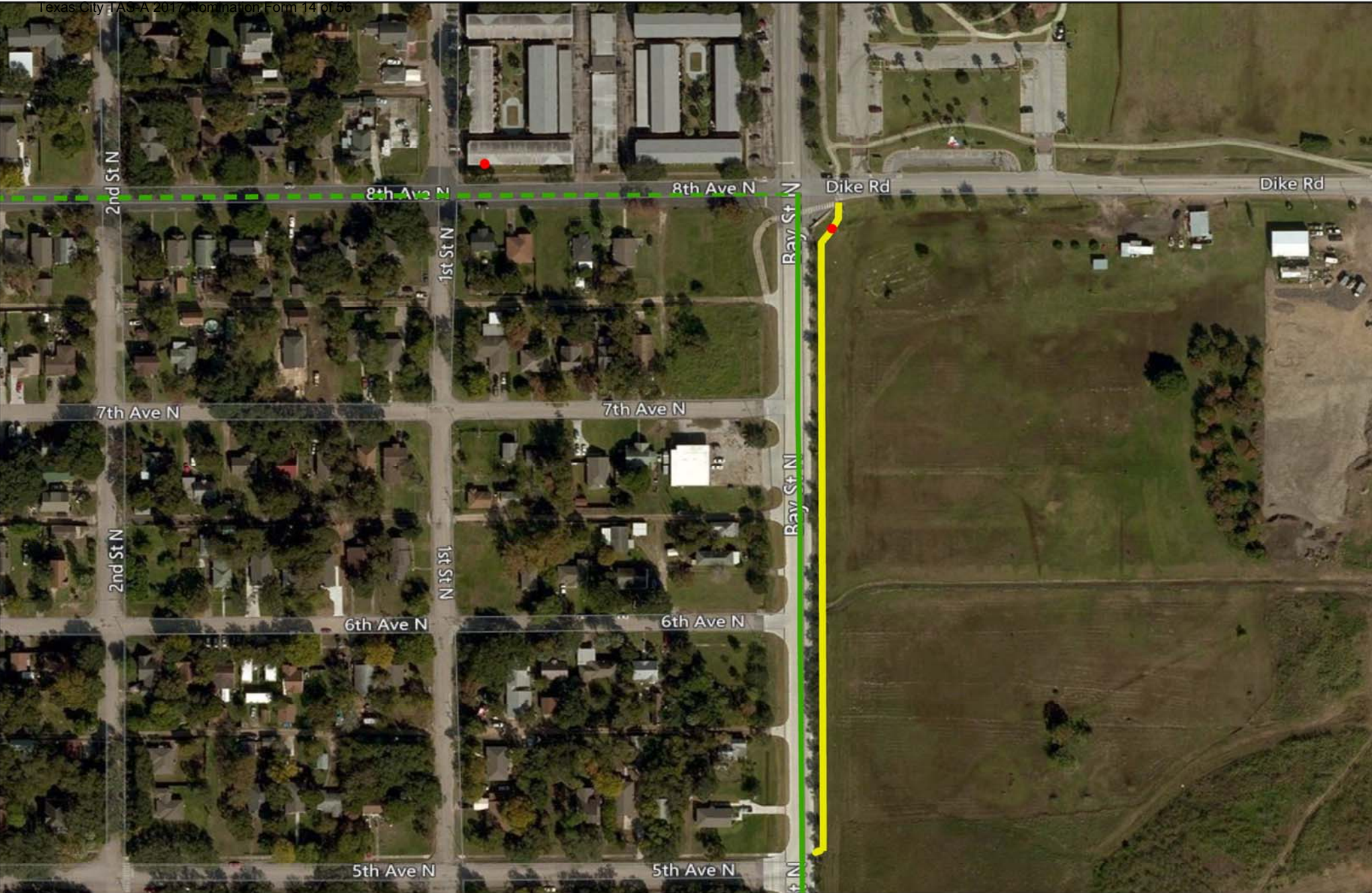
ATTEST:

APPROVED AS TO FORM:

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James M. Hartshorn  
City Secretary

Russell F. Plackemeier  
City Attorney




- Texas City Green Route
- Connect Transit Bus Stops
- Bay Street Shared Use Path

## Texas City 2017 Transportation Alternatives Set Aside Call for Projects





 Bay St to Skyline Shared Use Path

# Texas City 2017 Transportation Alternatives Set Aside Call for Projects



THE STATE OF TEXAS

COUNTY OF GALVESTON

**AGREEMENT FOR SERVICES**

This Agreement entered into as of the \_\_\_\_ day of \_\_\_\_\_, A.D., 2018, 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 City Bay Street Shared Use Path 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: \$ 102,874.00 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



## ATTACHMENT "A"

April 20, 2018

Mr. Doug Kneupper, P.E.  
City Engineer  
City of Texas City  
928 5th Avenue North  
Texas City, Texas 77592

Re: Proposal for Engineering Design and Construction Phase Services for City of Texas City's "**Texas City Bay Street Shared Use Path Project**"  
City of Texas City, Texas

Dear Mr. Kneupper:

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 and information gathered from our site visits. 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 construction of Bay Street Shared Use Path located in the City of Texas City. The construction will involve installing a 12' concrete shared path along Bay Street from 5<sup>th</sup> Ave North to Dike Road. This shared path will be located on the eastern side of the old sea wall and will connect the path along 5<sup>th</sup> Ave. North to the shared path that runs along Bay Street north of Dike Road. This project includes the removal of existing 5' asphalt walkway that runs thru Bay Street Park from Bay Street to Skyline Road on the levee and replacement with reinforced concrete pavement. The construction of this project will be funded thru an 80/20 split grant from TXDOT that was awarded to the City of Texas City for this project. The total amount of the grant that TXDOT is funding is approximately \$410,000.

ARKK will utilize the services of "The Goodman Corporation" (TGC) who were involved with the assembly and submittal of the grant application on behalf of the City of Texas City as sub-consultant for this project.

TGC will provide the following services:

- Grant Administration and Interagency Coordination
- National Environmental Policy Act Environmental Clearance
- Bid and Construction Phase Compliance

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as associated Surveying, and other services necessary to support the project. A copy of the proposal from The Good man Corporation is included as an attachment to this proposal. The proposal is separated into Basic Services (expected normal engineering services) and Special Services.

During construction of the project, the City of Texas City will provide a project site representative to observe the progress of construction. Therefore, construction inspection services by ARKK Engineers personnel are not part of the scope of this project. However, a limited budget for project support services to assist and aid the City's project site representative during construction is included in this proposal.

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.
- Obtain any available drawings which show existing utilities in the project area and coordinate relocation efforts with the utility company.
- Coordinate with the surveying firm and authorize the topographic survey for the project. Plot survey data of the proposed alignment for each area.
- Provide design for the shared use path.

- Coordinate with other governmental entities, which may be impacted by the project.
- Prepare project specifications, drawings, 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 all public and private utilities including pipeline transmission companies 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 submittals, designs, appearances at special meetings, coordination of utility/pipeline excavation efforts, permitting applications, etc., such work would be considered under the Special Services portion of this proposal.
- Prepare a final cost estimate for the project.
- Furnish two (2) sets of construction documents to the City.

## **B. Special Services - Design Phase**

### **1. Storm Water Pollution Prevention Plan**

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

### **2. Survey Services**

- Conduct topographic survey along the path of the proposed path (approximately 3,800 L.F.).

- 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.

**3. Grant Administration and Interagency Coordination (The Goodman Corporation):**

- See attached scope from the Goodman Corporation.

**4. National Environmental Policy Act Clearance (The Goodman Corporation):**

- See attached scope from the Goodman Corporation.

**5. TDLR (Texas Department of Licensing and Regulation) Review**

- TDLR Review: An ADA review shall be provided and plans shall be submitted to the TDLR. The Project will require plans to be reviewed in accordance with Texas Architectural Barriers Project Registration (TABPR) guidelines. ENGINEER will submit the drawings to a State licensed reviewer for review and approval. ENGINEER will prepare the TABPR application and estimate the review fee. ENGINEER will submit the completed application and a set of construction drawings to the reviewer for review and approval. ENGINEER will coordinate with the reviewer to address comments. Once all comments have been cleared, the Project will be registered with the Texas Department of Licensing and Regulations (TDLR). The application fee along with any review fees required by TDLR will be a subcontractor reimbursable fee and therefore, will be billed as such.

**6. 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 Phase Support Services:**

- Provide engineering and technical office personnel support to City site representative during the construction phase.

### **2. Bid and Construction Phase Compliance (The Goodman Corporation):**

- See attached scope from the Goodman Corporation.

### **3. Construction Materials Testing:**

- Construction materials testing is included in this proposal as a budgetary item. A budget for material testing for both the construction packages is included. 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	\$45,000.00
*Surveying: Subcontractor's Cost plus 10%	\$3,850.00
Storm Water Pollution Prevention Plan: lump sum amount of	\$1,500.00
TDLR Budget Reimbursable Items: Cost plus 10%	\$1,500.00
*Reproduction: Not to Exceed amount of:	\$1,500.00
*Miscellaneous Services: Cost plus 10%	<u>\$5,000.00</u>
<b>Total Design Phase Fee:</b>	<b>\$58,350.00</b>

### **2. Construction Phase**

Construction Administration Services: lump Sum	\$ 7,950.00
*Construction Site Visits: (Hourly and cost plus 10%)	\$5,000.00
*Construction Materials Testing Budget: (Cost plus 10%)	<u>\$5,000.00</u>
<b>Total Construction Phase Fee:</b>	<b>\$28,446.00</b>

### **3. Tasks to be performed by The Goodman Corporation:**

Grant Administration & Interagency Coordination Cost plus 10%	\$5,060.00
National Environmental Policy Act/ Environmental Clearance Cost +10%	\$11,018.00
Bid and Construction Phase Compliance (Cost plus 10%)	<u>\$10,496.00</u>
<b>Fee:</b>	<b>\$26,574.00</b>
<b>TOTAL FEE ALL SERVICES:</b>	<b>\$102,874.00</b>

\* 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 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.



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

**ATTACHMENT "B"**  
**INSURANCE LIMITS**

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



**THE GOODMAN  
CORPORATION**

**HOUSTON:** 3200 Travis Street  
Suite 200  
Houston, TX 77006

**AUSTIN:** 911 W. Anderson Lane  
Suite 200  
Austin, TX 78757

**PHONE:** (713) 951-7951

**PROJECT  
SCOPE**

**THEGOODMANCORP.COM**

## **ARKK ENGINEERS / TEXAS CITY SHARED USE PATHS**

The Goodman Corporation (TGC) was responsible for assembling and submitting the grant application for the \$410,154 in funding awarded via the Transportation Alternatives - Set Aside (TASA) program. Since the award, TGC has coordinated with TxDOT, the City of Texas City, and the Gulf Coast Center (GCC) in order to formulate a strategy for the administration of the grant funding. Through coordination with GCC and TxDOT, it appears that the desired path forward is the transfer of the funding to the Federal Transit Administration (FTA) and the administration of the funding through FTA through GCC. This scope of services will allow TGC to provide grant administration assistance, compliance assistance, and to complete the required National Environmental Policy Act (NEPA) work to allow for project implementation.

### **Task 1 – Grant Administration and Interagency Coordination**

TGC will complete the following work associated with the grant administration of this project:

- Draft interlocal agreement between GCC and Texas City in order to codify roles and responsibilities, to include the grant funding relationship and federal funding disbursement mechanisms. (9 hours)
- Assist GCC staff in programming information for the grant tasks, milestones, and budget codes in the FTA grant management system. Prepare project narrative. Coordinate with FTA Region VI to expedite execution. (6 hours)
- Coordinate with GCC in order to execute the grant within the FTA grant management system. (2 hours)
- Coordinate with GCC on ongoing grant disbursements to the City of Texas City throughout project. (8 hours)

**Deliverables: Monthly progress reports, provision of written documentation (memorandum, meeting agendas, minutes, reports, etc.) as necessary/appropriate.**

**Cost: \$4,600**

**Time Frame: Through final completion of project and grant close out.**

## Task 2 – National Environmental Policy Act Environmental Clearance

TGC will complete a categorical exclusion (CE) document as required for this project. The CE document will be completed per FTA requirements and assumes a C-List clearance for federally-funded projects that receive less than \$5,000,000. TGC will complete all written documentation and submit same to FTA for review and approval on behalf of GCC. (86 hours)

**Deliverables: C-List CE documentation, CE approval, and monthly progress reports.**

**Cost: \$10,016**

**Time Frame: 60 Days**

## Task 3 – Bid and Construction Phase Compliance

- TGC will coordinate with ARKK Engineers in order to review the plan set prior to the bidding process. TGC will review the plan set in order to ensure compliance with full and open competition requirements, Buy America requirements, and ADA requirements via Texas Department of Licensing and Regulation (TDLR). (3 hours)
- TGC will review the Invitation for Bid documentation to ensure that the appropriate FY2018 FTA contract clauses and pre-award certifications are included. TGC will provide the documentation for inclusion. Draft bid notice per FTA requirements. (6 hours)
- TGC will prepare the FTA required procurement history documentation. TGC will monitor the bidding and addendum process. (7 hours)
- TGC will review bids received from a balanced bid and compliance standpoint and provide ARKK Engineers with a recommendation (secondary to the engineer) for award. (3 hours)
- TGC will review all project pay applications from the standpoint of Davis-Bacon wage rates, cost/price analysis, change orders, Disadvantaged Business Enterprise (DBE) participation, and review of the schedule of values/project progress. (20 hours)
- TGC will complete required Davis-Bacon wage rate interviews on a monthly basis. (20 hours including travel)
- Track incurred and eligible costs on a month by month basis. (16 hours)

**Deliverables: Monthly progress reports, monthly pay application approvals, provision of written documentation (memorandum, meeting agendas, minutes, reports, etc.) as necessary/appropriate.**

**Cost: \$9,541**

**Time Frame: Through final completion of project.**

Progress payments will be made based on the percentage of completion of each task. Monthly invoices, including progress reports, will be provided commensurate with the percentage of the project completed each month.

<b>BUDGET SUMMARY</b>		
<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST</b>
1	Grant Administration and Interagency Coordination	\$4,600
2	National Environmental Policy Act Clearance	\$10,016
3	Bid and Construction Phase Compliance	\$9,541
	<b>Total</b>	<b>\$24,157</b>

**CITY COMMISSION REGULAR MTG**

**(7) (d)**

**Meeting Date:** 05/16/2018

Consider and take action on Resolution No. 18-XXX, approving revisions to the personnel policy. (Human Resources)

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

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

**Department:** Human Resources

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-042, approving revisions to the personnel policy. (Human Resources)

**BACKGROUND**

This resolution is to approve revisions to 8.06 Tuition Reimbursement/Educational Assistance in the Personnel Policy.

Additions to the policy include:

- The City will reimburse an employee for one associate degree, undergraduate (bachelor) degree, graduate (master) degree and doctorate degree.
- If the "Tuition Reimbursement/Educational Assistance" form is not submitted and approved prior to the beginning of the class reimbursement will be denied.
- The City invests in tuition reimbursement/educational assistance to employees with the expectation that the investment will be returned through enhanced job knowledge and performance. Tuition reimbursement payments are conditional upon the employee's continued employment with the City for a minimum of 2 years from the date of the last reimbursement. In the event the employee leaves employment with the City for any reason prior to the fulfillment of the 2 years of employment, the employee will be responsible for reimbursing the City the amount of their reimbursements according to the schedule below:
  - Leaves employment with the City less than 1 year from the date of the last reimbursement will require reimbursing the City the full tuition that was paid in the previous 2 year period.
  - Leaves employment with the City less than 2 years but more than one year from the date of the last reimbursement will require reimbursing the City 50% of the tuition that was paid in the previous 2 year period.

This amount will be deducted from the employee's final paycheck. In the event the employee's final paycheck will not cover the reimbursement, the employee and the City will enter into a repayment schedule agreement.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

## **Attachments**

Resolution

Tuition Reimbursement

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**RESOLUTION NO. 18-042**

**A RESOLUTION APPROVING REVISIONS TO THE CITY OF TEXAS CITY'S PERSONNEL POLICY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, the last reprint of the City's Personnel Policy was effective January 1, 2016; and

**WHEREAS**, the Human Resource Department would like to revise the qualifications and expectations of section 8.06 Tuition Reimbursement/ Educational Assistance.

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

**SECTION 1:** That the City Commission hereby approves the amendments to the City of Texas City Personnel Policy, as set out on **Exhibit "A"** attached hereto and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 16th day of May 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

**8.06 TUITION REIMBURSEMENT/ EDUCATIONAL ASSISTANCE**

This policy applies to all regular, ~~full-time~~~~full-time~~ employees provided their plan of study does not interfere with their work schedule. In addition, the eligible participant must have completed six months of continuous service with the City before starting the course. The course must be business-related, ~~and~~ approved by the Department Head and must be through an accredited college or university. The maximum course load is limited to six credit hours/units at any one time per semester ~~and, t~~ the maximum reimbursement per hour/unit will be \$500. ~~The City will reimburse an employee for one associate degree, undergraduate (bachelor) degree, graduate (master) degree and doctorate degree.~~

The employee must provide the degree plan indicating a major area of study to their Department Head for approval. A "Tuition Reimbursement/Educational Assistance" form must be submitted prior to the beginning of ~~the class~~. The form will be approved by the Department Head, forwarded to the Human ~~Resource~~~~Resources~~ Director for review and then given to the Mayor for final approval. It is the responsibility of the employee to register and pay for the courses. ~~If the form is not submitted and approved prior to the beginning of the class reimbursement will be denied.~~

Employees already entitled to educational aid extended by a governmental agency (Veteran's Administration, etc.), private agencies, foundations, scholarships, or other such programs are ineligible under this plan. After successful completion of the approved course(s), an employee must submit final grade(s), receipts for tuition, registration, and fees required for the course to the Human Resources Director. ~~The Human Resources Director will then review the documentation and approve the amount the city will reimburse the employee for those expenses based on the following:~~

Grade A (100-90)	4.0	100% reimbursement
Grade B (89-80)	3.0	80% reimbursement
Grade C (79-70)	2.0	70% reimbursement

~~The City invests in tuition reimbursement/educational assistance to employees with the expectation that the investment will be returned through enhanced job knowledge and performance. Tuition reimbursement payments are conditional upon the employee's continued employment with the City for a minimum of 2 years from the date of the last reimbursement. In the event the employee leaves employment with the City for any reason prior to the fulfillment of the 2 years of employment, the employee will be responsible for reimbursing the City the amount of their reimbursements according to the schedule below:~~

- ~~Leaves employment with the City less than 1 year from the date of the last reimbursement will require reimbursing the City the full tuition that was paid in the previous 2 year period.~~
- ~~Leaves employment with the City less than 2 years but more than one year from the date of the last reimbursement will require reimbursing the City 50% of the tuition that was paid in the previous 2 year period.~~

This amount will be deducted from the employee's final paycheck. In the event the employee's final paycheck will not cover the reimbursement, the employee and the City will enter into a repayment schedule agreement.

**CITY COMMISSION REGULAR MTG**

(7) (e)

**Meeting Date:** 05/16/2018

**Submitted By:** Rhomari Jackson-Glover, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-043, acceptance of a donated bus.  
(Recreation & Tourism)

**BACKGROUND**

Resolution No. 17-021 was passed and adopted on March 15, 2017 for the City of Texas City commission to accept a donation from the Galveston County Senior Citizens Activities Inc, non-profit organization. To purchase a passenger Bus to be operated for and on behalf of the City of Texas City – Department of Parks, Recreation and Tourism. The Grantor has purchased and received the 2017 Ford Chassis F650 Starcraft “XLT” Bus on May 1, 2018. The Bus is a 36 passenger + 2 wheelchair stations. The purpose of the Bus is to act as a conduit to provide, enhance and facilitate day trips for the elderly through our senior citizens program.  
See attached.

**ANALYSIS**

It is the recommendation of the Recreation & Tourism Department to accept this generous donation and authorize the Mayor to sign the transfer of title from the Galveston County Senior Citizens Activities Inc. on behalf of the City of Texas City.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 18-043**

**A RESOLUTION ACCEPTING A BUS DONATION FROM THE GALVESTON COUNTY SENIOR CITIZENS ACTIVITIES INC., A NON-PROFIT ORGANIZATION; AUTHORIZE THE PURCHASE OF A PASSENGER BUS TO BE OPERATED FOR AND ON BEHALF OF THE CITY OF TEXAS CITY - DEPARTMENT OF PARKS, RECREATION AND TOURISM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, on March 15, 2017, the City Commission approved Resolution Number 17-021, accepting a bus donation from Galveston County Senior Citizens Activities, Inc.; and

**WHEREAS**, Galveston County Senior Citizens Activities, Inc., purchased a 2017 Ford Chassis F650 Starcraft “XLT” bus on behalf of the City of Texas City’s Parks, Recreation and Tourism Department on May 1, 2018; and

**WHEREAS**, it is the recommendation of the Parks, Recreation and Tourism Department to accept this donation and authorize the Mayor to sign the transfer of title from the Galveston County Senior Citizens Activities Inc. to the City of Texas City.

**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 2017 Ford Chassis F650 Starcraft “XLT” bus on behalf of the City of Texas City’s Parks, Recreation and Tourism Department.

**SECTION 2:** That the bus be operated by the City’s Parks, Recreation and Tourism Department in accordance with the guidelines set forth in Resolution Number 17-021.

**SECTION 3:** That the Mayor is hereby authorized to sign the transfer of title.

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

**PASSED AND ADOPTED this 16th day of May 2018.**

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

ATTEST:

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James M. Hartshorn  
City Secretary

APPROVED AS TO FORM:

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Russell F. Plackemeier  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(7) (f)**

**Meeting Date:** 05/16/2018

Engineering Services for the Sanitary Sewer Rehabilitation - Phase 18A 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. 18-044, approving the execution of an engineering agreement with ARKK Engineers, LLC, for the Sanitary Sewer Rehabilitation - Phase 18A.

**BACKGROUND**

ARKK Engineers, LLC has submitted an Agreement for Services, for the engineering services of the Sanitary Sewer Rehabilitation - Phase 18A project, both the design and construction phases totaling \$74,875.00.

A copy of the Agreement is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to approve a resolution authorizing the execution of the Agreement For Services with ARKK Engineers, LLC, for the Sanitary Sewer Rehabilitation - Phase 18A Project for the design and construction phases totaling \$74,875.00, and that the Mayor be authorized to enter into this agreement on behalf of the City Commission.

Thank you.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution  
Exhibit A

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**RESOLUTION NO. 18-044**

**A RESOLUTION APPROVING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARKK ENGINEERS, LLC TO PROVIDE DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE CITY OF TEXAS CITY'S SANITARY SEWER REHABILITATION - PHASE 18A PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**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 Sanitary Sewer Rehabilitation - Phase 18A Project; and

**WHEREAS**, the cost for design and construction services, as set out on the attached proposal, is \$74,875.00.

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

**SECTION 1:** That the City Commission hereby accepts ARKK Engineers, LLC, to provide engineering services for the City of Texas City's Sanitary Sewer Rehabilitation - Phase 18A 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 16th day of May 2018.**

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

ATTEST:

APPROVED AS TO FORM:

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James M. Hartshorn  
City Secretary

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Russell F. Plackemeier  
City Attorney



**ATTACHMENT "A"**

May 8, 2018

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

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's  
"Sanitary Sewer Rehabilitation - Phase 18A" Project

Dear Mr. Ballast:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering services for the above referenced Phase of Texas City's Sanitary Sewer Rehabilitation Program. The proposal is based on our understanding of the project as discussed with City staff. This phase consists of providing engineering design services and the preparation of bid documents for the rehabilitation of sanitary sewer lines at various locations throughout the City, and for providing construction phase services. For your convenience this proposal consists of General Overview, Scope of Services, and Fee.

**GENERAL OVERVIEW**

The Sanitary Sewer Rehabilitation Project – Phase 18A project is a continuation of an ongoing program underway in the City of Texas City (City). Approximately 421,300 L.F. of sanitary sewer lines (approximately 80 miles) at various locations throughout the City have been rehabilitated or replaced to date as part of this program.

This proposal includes providing engineering design and construction phase services for the rehabilitation of existing sanitary sewers at various locations throughout the City. The sanitary sewers identified for rehabilitation will be identified and provided by City staff based on on-going maintenance efforts; known deteriorated sewer lines; problem lines, and lines not rehabilitated as part of previous projects.

The budget allocated for the Sanitary Sewer Rehabilitation Phase 18A Project is \$497,750, which includes construction costs, engineering, construction phase services and other costs.

Based on preliminary cost estimates performed by ARKK, it is estimated that approximately 7,700 L.F. of 6" through 12" sanitary sewers can be rehabilitated as part of this phase. The estimated construction cost to perform the work is approximately \$422,875, which includes the sanitary line rehabilitation, manhole rehabilitation, service line replacement (to the right of way), and associated work. If required, ARKK will include in the project the design of an add alternate based on the available construction budget.

As performed previously, the design documents for the sanitary sewer rehabilitation project will consist of detailed specifications with bid items that will provide flexibility during the construction phase to accommodate and pay for different situations that may occur. Schematic layout maps will be prepared and utilized for the drawings portion of the construction documents in lieu of obtaining detailed topographic surveys.

During construction of the project, the City of Texas City will provide a project site representative to observe the progress of construction. Therefore, construction inspection services by ARKK Engineers personnel are not part of the scope of this project. However, a limited budget for project support services to assist and aid the City's project site representative during construction is included in this proposal.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases and other services necessary to support the project. Due to the trenchless nature of the work with limited excavations anticipated to be performed to accomplish the rehabilitation, geotechnical and construction materials testing is not included in this proposal. The proposal is separated into Basic Services and Special Services.

## ***SCOPE OF SERVICES***

### **I. DESIGN PHASE**

#### ***A. Design Services***

- Obtain utility information on the sanitary sewer lines located within the Project Area.
  
- Perform field site visits of the sanitary sewer line locations to obtain information on surface features and any other information that would aid with the design. Information gathered from the field visit will be included in the schematic layout drawings. Topographic survey of the project areas are not part of this scope and will not be performed for this project.
  
- Perform general manhole inspections on the sewer lines designated for rehabilitation. These inspections will be for general deterioration and condition purposes.

- Review and evaluate manhole inspection data and recommend suitable rehabilitation methods. Manholes that cannot be accessed during the design phase will either be uncovered by City personnel during the design phase or the construction contractor during the construction phase.
- Coordinate with the City during the design phase.
- Coordinate and submit plan drawings to the utility companies for review and comments.
- Coordinate with Texas Commission on Environmental Quality (TCEQ) during the design phase. Furnish necessary documentation to TCEQ for their review and approval.
- Provide a draft set of plan drawings and specifications for the Sanitary Sewer Rehabilitation Project for review and comments.
- Incorporate comments from City and various entities into the final bid documents.
- Prepare final cost estimate for the project.
- Submit two (2) sets of plans and specifications to the City.

**B. *Special Services***

**1. Reproduction**

- Costs for reproduction i.e., reproduction of plans, specifications will be invoiced under this item.
- 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***

**1. Construction Administration Services:**

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisement.

- Dispense construction documents from ARKK's office to prospective bidders or utilize CIVCAST bidding system.
- During the bidding phase, provide information to and answer questions from prospective bidders regarding the Project's construction documents. Prepare project addendums as necessary.
- Conduct a pre-bid conference for prospective bidders.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.
- Conduct a pre-construction conference for the project.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders as 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. Part time site representation is not included in this scope.
- 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.

- Require and monitor Contractor in maintaining a set of record plans. Engineer shall provide one set of reproducible record plans.

**B. Special Services**

**1. Construction Evaluation Services:**

- Review pre-rehabilitation television inspection data provided by the construction Contractor and verify the method of rehabilitation. Approximately 7,700 L.F. of sanitary sewer pipe video data will be reviewed as part of this project. The actual footage of lines that will be reviewed will not be known until the completion of the pre-television inspection efforts by the construction contractor.
- Provide documentation of the review and coordinate with the Contractor during construction. Evaluation of the pre-rehabilitation television inspection provides the City access to the Contractor’s pre-construction video inspection data and provides the City the ability to verify the rehabilitation prior to the construction contractor performing the work.
- Coordinate with the City on the findings of the pre-rehabilitation television inspection.
- Coordinate the rehabilitation efforts with the construction Contractor.
- Review post-rehabilitation television inspection data of approximately 7,700 L.F. of sanitary sewer pipe. Evaluation of post construction inspection video data provides a good measure of quality control.
- Coordinate the findings of the post-rehabilitation television inspection data review efforts with the City.

**FEE**

The fees for the services are as follows:

Design Phase: lump sum amount of:	\$37,525.00
Construction Administration Services: lump sum amount of:	\$ 12,100.00
Construction Evaluation Services: lump sum amount of:	\$ 9,500.00
Construction Phase Support Services: Hourly:	\$15,500.00
Reproduction: lump sum amount of:	<u>\$ 250.00</u>
<b>TOTAL FEE:</b>	<b>\$ 74,875.00</b>

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



Madhu Kilambi, P.E.

Senior Project Manager / Principal

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

## ATTACHMENT "B"

### INSURANCE LIMITS

1.	General Liability	Each Occurrence:	\$1,000,000
		Damage to Rented Premises	\$1,000,000
		Medical Expenses (any one person)	\$10,000
		Personal and Adv. Injury	\$1,000,000
		General Aggregate:	\$2,000,000
		Products - Comp/Op Agg:	\$2,000,000
2.	Automobile Liability	Combined Single Limit:	\$1,000,000
3.	Excess Liability Umbrella Form	Each Occurrence:	\$1,000,000
		Aggregate:	\$1,000,000
4.	Worker's Compensation and Employers Liability	Each Accident:	\$500,000
		Disease - Each Employee:	\$500,000
		Disease - Policy Limit:	\$500,000
5.	Professional Liability	Each Claim	\$1,000,000
		Policy Year Aggregate	\$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 Services for the City of Texas City's "Sanitary Sewer Rehabilitation Project - Phase 18A ("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 and being the amount of: \$74,875 for Design 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

(7) (g)

**Meeting Date:** 05/16/2018

Consider and take action on Resolution No. 18-045, authorizing the Mayor to enter into an agreement with Aon Risk Solutions, Inc.

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

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

**Department:** Human Resources

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### Information

#### **ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-045, authorizing the Mayor to enter into an agreement with Aon Risk Solutions, Inc. (Human Resources)

#### **BACKGROUND**

This year, the employee benefits committee requested proposals from qualified organizations for a contract for employee benefit plan brokerage and consulting services. Four proposals were received and the committee reviewed those proposals based on experience, services, administering self-funded health plans, potential savings for employees as well as the city, etc. The committee agreed to and interviewed three of the organizations that submitted proposals. After completion of the review process, the committee selected Aon Risk Solutions, Inc. (Aon) as the best choice.

Aon has over 70 years of experience in the health and benefits consulting world and state they can deliver unmatched resources due to their global reach. Aon has stated they will make a difference for our city using their leverage with vendors, powerful tools and data to drive decisions and their public sector industry expertise. They have 50,000 colleagues in 120 countries and empower results for clients using their proprietary data and analytics to deliver insights that can reduce volatility and improve performance.

Aon is so confident in their ability to save our plan a significant amount of money during a three year contract, they have boldly agreed to put \$30,000 per year on the line if they do not deliver on those terms.

This agreement will go into effect between June 1, 2018 and July 1, 2018.

#### **ANALYSIS**

The annual cost will be \$117,000 for insurance placement and employee benefit management services.

#### **ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Aon Sample Letter of Engagement and Scope

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**RESOLUTION NO. 18-045**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AON RISK SOLUTIONS, INC. TO PROVIDE INSURANCE BROKERAGE AND CONSULTATION SERVICES FOR THE CITY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, Aon Risk Solutions, Inc. has submitted a Brokerage Service Agreement to provide employee benefit plan brokerage and consulting services for the City; and

**WHEREAS**, the Brokerage Service Agreement is for three (3) years beginning between June 1, 2018, and July 1, 2018; and

**WHEREAS**, the annual cost will be \$117,000 for employee benefit plan brokerage and consulting services.

**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 Brokerage Service Agreement with Aon Risk Solutions, Inc. to provide employee benefit plan brokerage and consulting services, for a total cost of \$117,000.00 annually, as set out in the Agreement attached hereto as **Exhibit "A"**, and made a part hereof.

**SECTION 2:** That the Mayor is hereby authorized to enter into an Agreement for Brokerage Services with Aon Risk Solutions, Inc.

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

**PASSED AND ADOPTED this 16th day of May 2018.**

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

ATTEST:

APPROVED AS TO FORM:

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James M. Hartshorn  
City Secretary

Russell F. Plackemeier  
City Attorney

## Letter of Engagement/Scope

April 20, 2018

Jennifer Price, MPA  
City of Texas City  
1801 9<sup>th</sup> Avenue North  
Texas City, TX 77592

Dear Jennifer Price,

Subject: Health and Welfare Services

The purpose of this letter agreement ("Agreement") is to confirm our recent conversations about the services Aon Consulting, Inc. ("Aon") will provide for City of Texas City ("COTC"). Thank you for giving Aon the opportunity to work with you on this important project.

### Services

This Agreement documents our scope of services and related charges, which are more fully set forth in Exhibit A. The services detailed herein, including any attached exhibits, may be performed by us or through us or through one of our agents or affiliates.

### Compensation

For completing the assignment outlined in this Agreement, COTC will pay to Aon a fixed fee of \$145,000 plus associated out-of-pocket expenses. The fee applies without regard to the amount of time that Aon spends on the assignment. The fee will be invoiced in equal monthly installments.

As you have elected to compensate us on a time-and-expense basis, or on a fee-only basis, Aon will use its best efforts to negotiate placements for your insurance programs on a net of (without) commission basis, to Aon; however, it is not always possible or advisable to do so. In instances where a commission is paid to Aon, we will credit the commission against our fees, where we are permitted to do so by applicable law. We will advise you of all such commissions in writing prior to binding. If Aon is required, for any reason, to return any commissions that were credited against the fee, you agree to reimburse Aon for this amount. Aon accepts from insurers only permissible forms of compensation.

### Disclosures

In addition to retail commissions and fees, Aon may receive additional forms of compensation from insurers and third parties, including but not limited to: national additional commissions, subscription market brokerage charges, and/or administrative expense reimbursements. This revenue is in addition to and shall not be credited against the fees or any other compensation earned hereunder and shall not be applied to any service set forth in Exhibit A. As of the effective date of this Agreement, the Health and Benefits Practice does not accept contingent compensation. If our policy on accepting contingent compensation changes, we will notify you at that time. Additional information is available upon request.

Aon will disclose to you all marketing quotes, including any applicable commission rates, received prior to binding any coverages for your insurance programs. You will also be provided prior to binding with a disclosure of any amounts to be paid to Aon and/or Aon affiliate intermediaries if available, in connection with coverages placed for your insurance programs, including any fees, if applicable, paid to Aon for services it provides to third parties.

In some instances, insurance placements made by Aon on your behalf may require the payment of state surplus lines or other premium taxes and/or fees in addition to the premium itself. Aon will make every effort to identify any of these taxes and/or fees in advance, but in all instances the payment of these taxes and/or fees will remain your responsibility. Aon will invoice you for the payment of these taxes and fees. You acknowledge your responsibility to report and communicate in writing to Aon changes in exposures, loss-related data, and other material changes during the course of this Agreement.

Aon's goal is to procure insurance for you with insurance companies possessing the financial strength to perform in today's economic environment. Toward this objective, Aon regularly reviews publicly available information concerning an insurer's financial condition, including, but not limited to:

- Approvals by various regulatory authorities;
- Analyses of insurers by professional rating agencies such as A.M. Best, Standard and Poors, Moody's, and/or Fitch; and
- The input of our global affiliates and correspondents.

Most Aon placements are made with insurers that are rated "Excellent" by the professional rating agencies; however, Aon does not guarantee the solvency of any insurer. Aon encourages you to review the publicly available information made available by Aon. The decision to accept or reject an insurer will be made solely by you.

Aon and/or its affiliates may from time to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom your coverage may ultimately be placed. Further details concerning Aon's relationship with insurance carriers can be found at <http://www.aon.com/about-aon/corporate-governance/corporate/market-relationships/contractual-relationship-with-carriers.jsp#>.

### **Change in Scope**

Please be aware that requested changes in the scope of services provided by Aon could result in an increase in fees and charges. Changes in scope could include, but are not limited to the following:

- A material increase in the number of employees and/or the number of participants;
- Assignment of additional roles, responsibilities, or functions related to the plan; or
- Other factors that were not anticipated and increase the complexity or timing of plan operations or which affect our responsibilities or duties.

If your operations or your insurance programs substantially change by merger, acquisition, expansion, or other material change in scope and nature of exposures, you will inform Aon, and you and Aon will negotiate in good faith to revise this Agreement as appropriate.

### **Terms & Conditions**

The initial term of our Agreement will begin on June 1, 2018 and end on May 31, 2021. Aon's obligation to render services will terminate at the end of the Agreement.

The services may be terminated for convenience by either party by providing ninety (90) days prior written notice. If this Agreement is terminated prior to its initial end date, COTC will be responsible for any properly incurred fees, commissions, and expenses through the date of termination. For services performed before or after the effective dates of this Agreement, Aon will be entitled to receive compensation for services actually performed and related out-of-pocket expenses at the billing rates set forth in this Agreement or as otherwise agreed to in writing between the parties. Aon commissions are fully earned at inception and are not subject to return or offset.

In addition to fees, COTC will be responsible for travel-related and out-of-pocket expenses, that Aon has incurred on your behalf. A 7% charge for miscellaneous expenses not directly allocable to each client (such as copying, postage, and internal communication networks and databases) is added to all service fees provided.

We will invoice you monthly based on the progress of the work and the fees for other projects. Fees are due within thirty (30) days of the invoice date. You will promptly notify Aon of any questions regarding invoices so that we can expect timely payments. Interest on late payments will be assessed at 9% per annum.

With respect to any project, we retain all ownership rights to our existing and developed intellectual property, and any derivatives thereof. You may internally use our intellectual property for the intended purpose during the term of our engagement. Each party agrees to treat the other's information as confidential. You agree that we may use your name on our client list and related materials, and acknowledge that we may de-identify and aggregate your information with other client data for statistical analysis in our services provided to third parties. You agree to only provide data (e.g., names of plan participants or beneficiaries) to Aon that is in compliance with U.S. trade statutes, rules and regulations (e.g., OFAC).

Our professional services do not in any case include legal, investment, or accounting services, and we are not a fiduciary to your plans. The services and work product provided by Aon hereunder are provided solely for your internal use; they are not intended to be used or relied upon by third parties.

Should any errors in our work occur, we will correct our work product without any additional charge. In addition, to the extent we have failed to satisfy our obligations under this Agreement, our liability to you will not exceed the amount of fees you paid for the work. As our sole responsibility under this Agreement is to you, you will be responsible for any third-party claims against you or us arising out of or in connection with the services. Third parties include your affiliates, the plans, any trustees and any employees, participants or their representatives. If it is determined that any damages to such third parties resulted from our error, we will reimburse you for up to the amount set forth in this Agreement.

If COTC requests that Aon retain any third party vendors (each, a "Vendor"), COTC understands and agrees that Aon shall retain Vendor solely on the condition that COTC shall be responsible and assume liability for any loss, damages, claims, liabilities,

obligations, assessments, penalties and interest, demands, actions and expenses, whether direct or indirect, known or unknown, relating to Vendor or the Vendor Services. COTC shall defend, indemnify and hold Aon harmless for any loss, damages, claims, liabilities, obligations, assessments, penalties and interest, demands, actions and expenses, whether direct or indirect, known or unknown, relating to Vendor or the Vendor Services.

Any disputes under this Agreement will be governed by the internal laws of Illinois.

Please acknowledge your consent to these arrangements for this engagement by signing below. Please contact us with any questions or comments. We look forward to working with you and your team.

Sincerely,



Aon Consulting, Inc.  
Jenna Gasper  
Vice President, Aon

cc: Shannon Marks

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_

City of Texas City

Aon Consulting, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY COMMISSION REGULAR MTG**

**(8) (a)**

**Meeting Date:** 05/16/2018

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 No. 18-12, to amend the City of Texas City fiscal year 2017/2018 budget to create a part time administrative clerk position in the Fire Department. (Finance)

**BACKGROUND**

This budget amendment is to create a part time administrative clerk position in the Fire Department and appropriate funding for the position. The annual salary plus Medicare and Workers' Comp. will be \$14,837. This individual's emphasis will be as support for the Emergency Medical Services (EMS) Division.

See the attached position justification and job description.

**ANALYSIS**

This budget amendment will cover pay through September 30, 2018, approximately 5 months.

**General Fund - Fund 101:**

Fire Department Salaries	\$6,185.00
Unassigned Fund Balance	(\$6,185.00)

**ALTERNATIVES CONSIDERED**

**Fiscal Impact**

**Attachments**

Ordinance

Fire PT Admin justification

Fire PT Admin job descr

**ORDINANCE NO. 18-12**

**AN ORDINANCE AMENDING ORDINANCE NO. 17-26, ADOPTING THE 2017-2018 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS TO CREATE A PART-TIME FIRE DEPARTMENT ADMINISTRATIVE CLERK POSITION AND TO APPROPRIATE FUNDING FOR THE POSITION; 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.**

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**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 create a new part-time Fire Department administrative assistant position and to appropriate funds to pay the salary of this new position.

**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:

**General Fund- Fund 101:**

Fire Department Salaries	\$6,185.00
Unassigned Fund Balance	(\$6,185.00)

**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 16th day of May 2018.**

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

ATTEST:

APPROVED AS TO FORM:

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James M. Hartshorn  
City Secretary

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Russell F. Plackemeier  
City Attorney

## PART TIME ADMINISTRATIVE CLERK – FIRE DEPARTMENT

### Justification

Due to increased Federal and State oversight, the responsibilities of managing the EMS Division within our Department has continued to grow and requires more attention than we are currently staffed for. The EMS Division is currently staffed with one employee whose job description covers multiple duties:

1. Coordinates and manages the activities of the EMS division to ensure the planning, development, and implementation of policies and programs for the department.
2. Identifies short term and long range goals.
3. Evaluates EMS programs to ensure effectiveness, and supervises and mentors all EMS personnel.
4. Establishes and maintains liaisons with other city departments and outside agencies.
5. Compiles routine and performance reports, develops strategic plans for the department to meet community EMS needs in the future.
6. Responds to alarms and may direct activities at the scene of major emergencies as needed.
7. Directs the operation of EMS departmental training and educational activities.
8. Oversees all EMS equipment repair both medical and non-medical.
9. Orders all EMS supplies.
10. Responsible for the Quality Assurance and Quality Information review of all EMS run reports.
11. Stay abreast of federal, state, and local laws, rules, regulations, and training.
12. Completes and files all necessary paper work for state EMS certifications.
13. Oversees collections and works with billing service.
14. Oversees the City's AED program.
14. Oversees the permitting of all transfer ambulances within the city of Texas City.

Proper, accurate, and complete patient demographics has become increasingly critical to ensuring appropriate payments are received. Because of these increased responsibilities, it has become gradually more difficult for the EMS Administrator to perform Quality Assurance of all EMS run reports. This time consuming and necessary report assessment function often requires Capt. Wiley to work from home on evenings and weekends in an effort to keep up with these oversight demands concerning report demographic accuracy.

EMS responses accounted for 75% of the Department's 8,751 calls made in 2017 and generated approximately \$1,400,000.00. The Department was also able to apply for the Texas Ambulance Supplemental Pay Program reimbursement which accounted for an additional \$380,000.00.

In order to keep pace, move forward, and prepare for future growth [additional State and Federal oversight] within the EMS field we are requesting a part-time Administrative Clerk to perform daily Quality Assurance of all EMS run reports, process collections and deposits, and to assist/perform other duties related to the EMS division (See attached job description).

ADMINISTRATIVE CLERK- Part-Time

1040 hrs. / Year

Rate of Pay -\$14.00

1040 Hrs. X \$14.00= \$14,560.00 (Salary)

\$14,560.00 X 1.45% (Medicare) = \$211.12

\$14,560.00 X .45% (Workers Comp) =\$65.52

\$14,560.00 +\$211.12 + \$65.52 = \$14,836.64

Total Cost \$14,836.64

## PART TIME ADMINISTRATIVE CLERK – FIRE DEPARTMENT

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Reports to: FIRE CHIEF OR DESIGNEE Department: FIRE

Position Control: \_\_\_\_\_  Exempt  Non-Exempt  
 Full Time  Part-Time  Seasonal

Department Head Approval: *David B. Zacherl* Date: 04/25/2018

### JOB SUMMARY:

Under general supervision, provide clerical, secretarial, and routine to complex administrative support to all facets of the department with emphasis on EMS Division.

### ESSENTIAL FUNCTIONS:

1. Clerical support for the EMS Division. Receives EMS payments, process EMS face sheets and forwards them to billing company, and processes collections and deposits and forwards to finance department.
2. Quality Assurance of all EMS incident reports.
3. Coordinate the receipt, input, and file maintenance of all emergency incident reports and related information.
4. Assists with scheduling and coordinating training activities, public presentations, and other functions department wide.
5. Assist assigned staff with processing of job applicants, terminations, retirements, transfers, new hires, and other personnel actions. Assist with and coordinate orientation and training functions of new hires.
6. Maintain accuracy of all departmental records, files, budget information, accounts payable, vehicle maintenance records, and assets inventory.
7. Receive and/or direct all incoming telecommunications, departmental mail and inter-office correspondence.
8. Receive, handle, and/or refer citizen complaints, inquires, and disseminate information regarding emergency incident reports.
9. Assists with daily departmental staffing assignments and record keeping including intra-shift transfers, upgrades, overtime assignments, and leave scheduling.
10. Assists with payroll information and accurate records for leave status and accruals, overtime rosters, and leave schedules. Assists with preparation of department payroll for processing and signature. Backs up Administrative Assistant and Administrative Secretary.
11. Provide communicative and administrative support during routine and/or emergency activities.
12. Perform other duties as assigned.

EDUCATION AND EXPERIENCE:

1. High school graduate or GED.
2. Post secondary course study in communicative skills, math, business, English, Accounting, Advanced Computer Skills, and administration preferred.
3. Two (2) to Five (5) years of progressively responsible experience in office administration, personnel support services, mainframe network and PC management information systems, and related administrative work ranging from routine to complex tasks and work assignments with limited supervision.

QUALIFICATIONS:

1. Microsoft Office Proficient.
2. Must have ability to utilize effective time management techniques to organize and complete multiple tasks.
3. Thorough knowledge of administrative procedures in an office setting, and computerized/automated systems.
4. Must possess excellent written and oral communicative skills.
5. Ability to research and analyze technical information for compilation and submission of detailed reports.
6. Must have excellent interpersonal skills.
7. Ability to work with limited supervision.

ENVIRONMENTAL/PHYSICAL CONDITIONS:

1. Normal office working conditions.
2. Must be able to sit for extended periods of time.

NOTE: These above statements are intended to describe the general nature and level of work being performed by the person assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, skills, and physical demands required of personnel so classified.

Applicant, are you capable of performing in a reasonable manner the activities involved in the job or application for which you have applied?

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Signature

**CITY COMMISSION REGULAR MTG**

**(8) (b)**

**Meeting Date:** 05/16/2018

Amend fiscal year 2017-2018 budget

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Ordinance 18-13, amending the City's fiscal year 2017-2018 budget to appropriate additional funds for the purchase of police vehicles.

**BACKGROUND**

When the 2017/2018 budget was adopted, the estimated cost of replacing 8 police vehicles was \$352,416. The actual cost of the vehicles: \$347,232, plus in-vehicle cameras of \$22,868, minus vehicle trade-in of \$6,000 is \$364,101. This budget amendment is needed to cover the additional cost of \$11,685. This will be funded by the capital equipment replacement fund unassigned fund balance.

**ANALYSIS**

Budget Amendment:

**Capital Equipment Replacement Fund (Fund 602):**

Police-Operating Equipment & Vehicles	\$11,685.00
Unassigned Fund Balance	(\$11,685.00)

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Ordinance

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**ORDINANCE NO. 18-13**

**AN ORDINANCE AMENDING ORDINANCE NO. 17-26, ADOPTING THE 2017-2018 FISCAL YEAR BUDGET TO APPROPRIATE ADDITIONAL FUNDS TO PURCHASE AND EQUIP EIGHT (8) POLICE VEHICLES; 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.**

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**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 additional funds to purchase and equip eight (8) police vehicles; and

**WHEREAS**, when the 2017-2018 budget was adopted the estimated cost of replacing eight (8) police vehicles was \$352,416.00. The actual cost of the vehicles is \$347,232.00, plus the cost of in-vehicle cameras in the amount of \$22,868.00, minus the vehicle trade-in value of \$6,000.00, totals \$364,101.00. This budget amendment is needed to cover the additional cost of \$11,685.00.

**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:

**Capital Equipment Replacement Fund- Fund 602:**

<b>Police-Operating Equipment &amp; Vehicles</b>	<b>\$11,685.00</b>
<b>Unassigned Fund Balance</b>	<b>&lt;\$11,685.00&gt;</b>

**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 16th day of May 2018.**

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

ATTEST:

APPROVED AS TO FORM:

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James M. Hartshorn  
City Secretary

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Russell F. Plackemeier  
City Attorney