

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, AUGUST 15, 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) PROMOTIONS:

Sergeant Manuel Johnson to Lieutenant. (Police)

Corporal John Ivy to Sergeant. (Police)

(5) PROCLAMATIONS AND PRESENTATIONS

(a) Service Awards

John Ivy	Police	0/25/2008	10 years
Joseph Biagas	Public Works	08/19/2008	10 years
Cynthia Baker	Fire	08/18/2008	10 years
Bradley Macik	Police	08/07/2008	10 years
Jimmie Reynolds	Police	08/04/2008	10 years
Debra Taylor	Parks & Recreation	08/28/1998	20 years
Mark Holland	Public Works	08/24/1998	20 years
Ramon Leon	Water	08/10/1998	20 years
Jesse Rubio	Fire	08/23/1993	25 years

Retirement

Ronald Hall	Police	32 years
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(b) Proclaiming September 8, 2018 as Laundered With Kindness Day.

(6) PUBLIC HEARING

- (a) Public Hearing on sale of City property on the north side of the 200 block of Dike Road to an independent foundation (the Texas City Economic Development Corporation) in accordance with State Law. (Management Services)

(7) CONSENT AGENDA

- (a) Approve City Commission Minutes for August 1, 2018 meeting. (City Secretary)
- (b) Approve City Commission Minutes for August 8, 2018 Special Called Meeting. (City Secretary)
- (c) Consider and take action on Resolution No. 18-076, approving contract for RFQ No. 2018-357 CDBG-DR Grant-Engineering/Architectural/Surveying. (Purchasing)
- (d) Consider and take action on Resolution No. 18-077, approving to continue Interlocal agreement with the City of Baytown. (Community Development)
- (e) Consider and take action on Resolution No. 18-078, authorizing payment of windstorm insurance premium to Victor O. Schinnerer & Company, Inc. (Finance)
- (f) Consider and take action on Resolution No. 18-079, Authorizing the sale of City property on the north side of the 200 block of Dike Road to an independent foundation (the Texas City Economic Development Corporation) in accordance with State Law. (City Secretary)
- (g) Consider and take action on Resolution No. 18-080, authorizing the Mayor to enter into an agreement with Gallagher to provide insurance brokerage and consultation services and rescind Resolution 18-045 authorizing Mayor to enter an agreement with Aon for the same. (Human Resources)
- (h) Consider and take action on Resolution No. 18-081, approving contract for RFQ No. 2018-350 HMA Grant Assistance-Engineering. (Purchasing)
- (i) Consider and take action on Resolution No. 18-082, approving Bid No. 2018-056 Liquid Asphalt - Transport Load. (Public Works)
- (j) Consider and take action on Resolution No. 18-083, amending Resolution No. 18-064 to appoint/re-appoint Board Members to the Tax Increment Reinvestment Zone One (TIRZ 1) and Largo Mar Development Authority Board. (City Secretary)

(8) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 18-17, approving a 15' variance to the 60' width requirement for a flag lot as required by Section 159.050 D(2) of the Subdivision Ordinance.

(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 AUGUST 10, 2018, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

JAMES M. HARTSHORN
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 08/15/2018

August 2018 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Administration

Department: Administration

Information

ACTION REQUEST (Brief Summary)

Service Awards

John Ivy	Police	0/25/2008	10 years
Joseph Biagas	Public Works	08/19/2008	10 years
Cynthia Baker	Fire	08/18/2008	10 years
Bradley Macik	Police	08/07/2008	10 years
Jimmie Reynolds	Police	08/04/2008	10 years
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Retirement

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BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 08/15/2018

Submitted By: James Hartshorn, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Public Hearing on sale of City property on the north side of the 200 block of Dike Road to an independent foundation (the Texas City Economic Development Corporation) in accordance with State Law. (Management Services)

BACKGROUND

The city has been working with Mark McKim that is interested in developing in the Cottages for lease on Dike Road. His plans were viewed at a previous city commission meeting and preliminary zoning was approved. Mark McKim needs a bit more property to develop the land in a manner that is attractive and meets the standards that the City has required which necessitated the purchase of additional land owned by the City of Texas City. It is land that surrounds the old site owned by Dimitiri and sits adjacent to Lee's Bait shop on the north side of Dike Road in the 200 block (see the attachments of the survey and map of the area). The City intends to sell the property to the Texas City Economic Development Corporation, an independent foundation. Under state statutes, the city may sell property directly to an independent foundation that it wants to have developed by contract (Section 272.001(B)(4) of the Local Government Code. Staff has discussed this with the Attorney General's Office, Zindia Thompson, back in 2012 under a similar situation with the sale of city land. This was also discussed in 2012 with other staff members as well as other economic development professionals in Texas familiar with the state statutes on sale of City property and economic development. All agree with the process. While there is not a definition of "independent foundation" in the state statutes, Ms. Thompson stated that the Economic Development Corporation, by its incorporation under the state statutes, is an independent foundation by definition. Attached is the outline of the agreement on the requirements of the development of the land and the amount of property to be sold in accordance with a plan (the Livable Center Plan). This sale would fulfill the plan outlined for the area under the Livable Center Study. The City Attorney has reviewed and is in agreement with the process and the additional steps taken to be open to the public with the sale. As in the past, the City will use an appraisal to set the amount for the sale to the TCEDC.

Should City Commission approve, the Texas City Economic Development Corporation will take action to fulfill the agreement by entering into an agreement with the company to develop the property.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

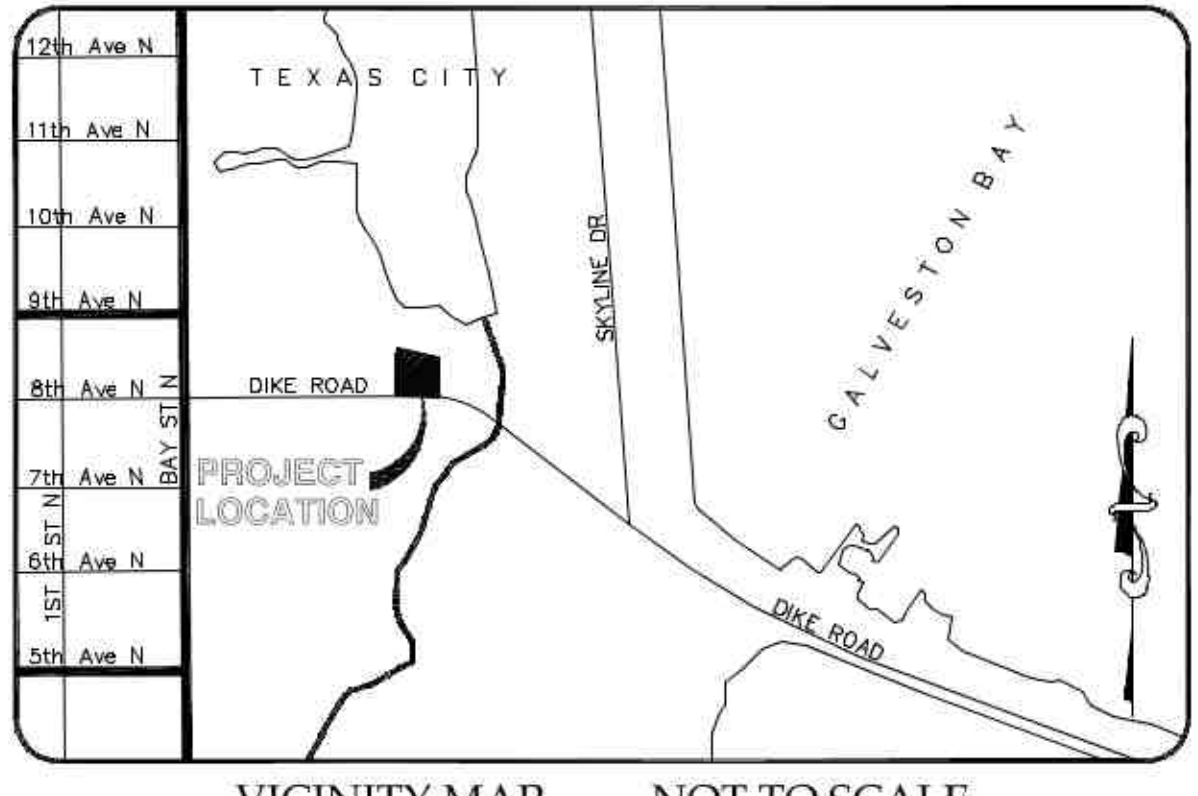
Attachments

Dike Road Survey

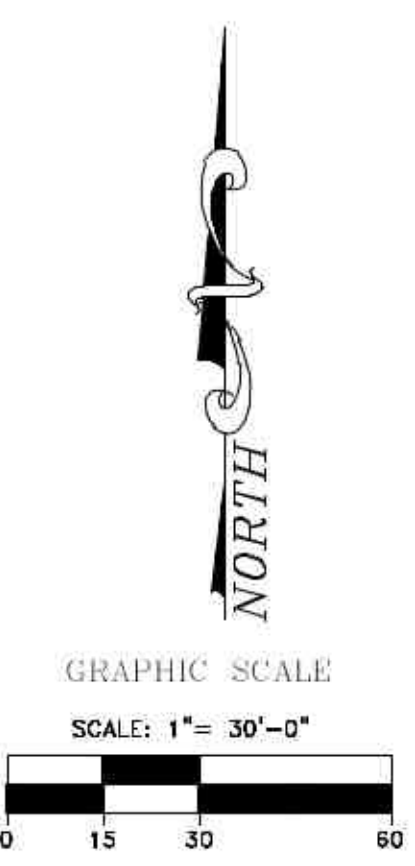
McKim Development Agree

Livable Center

Appraisal

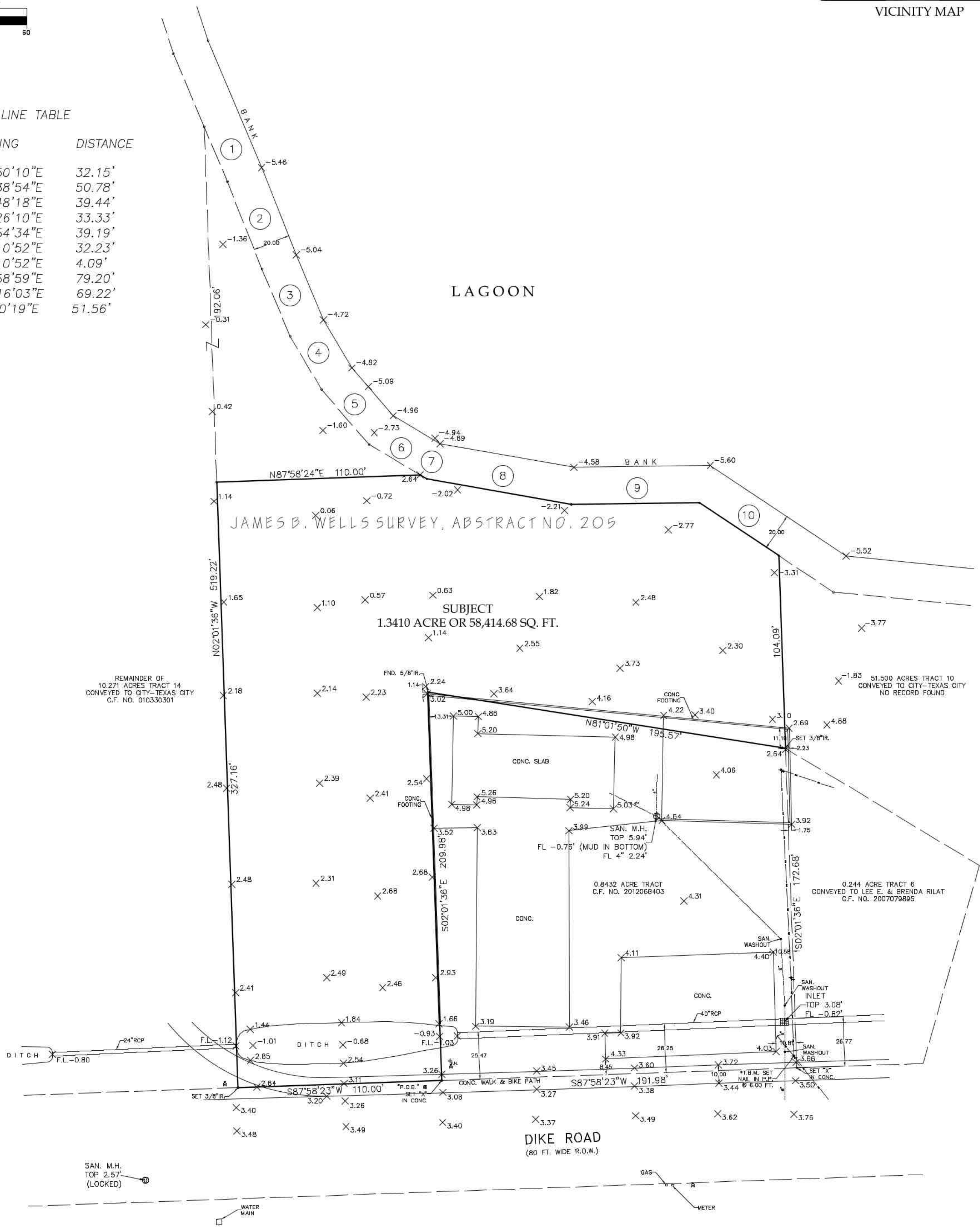


- NOTES:
- 1) BEARINGS REFERENCED TO STATE OF TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE.
 - 2) THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 - 3) THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY STEWART TITLE COMPANY, G.F. NO. 1816722065, EFFECTIVE DATE JANUARY 25, 2018.
 - 4) ADDRESS: 0 DIKE ROAD, TEXAS CITY, TEXAS 77590.
 - 5) ELECTRIC TRANSMISSION LINE R.O.W. EASEMENT (2915/757) BLANKET IN NATURE.



LINE TABLE

#	BEARING	DISTANCE
1	S22°50'10"E	32.15'
2	S21°38'54"E	50.78'
3	S22°48'18"E	39.44'
4	S30°26'10"E	33.33'
5	S40°54'34"E	39.19'
6	S59°10'52"E	32.23'
7	S59°10'52"E	4.09'
8	S79°58'59"E	79.20'
9	N89°16'03"E	69.22'
10	S56°20'19"E	51.56'



TEMPORARY BENCHMARK:
SET NAIL IN POWER POLE AT 6.00 FT.

BENCHMARK:
USED AW1636, NAVD 88 ORTHO HEIGHT 10.00 FT., BENCH MARK DISK SET IN THE FOOTINGS OF SMALL/MEDIUM STRUCTURES SEAWALL STAMPING: Y 170 ELEV. 12.480 FT. 1936, 0.8 MI NE FROM TEXAS CITY, ABOUT 0.3 MILE NORTH ALONG LOOP 197 (6TH STREET N), FROM THE POST OFFICE AT TEXAS CITY, THENCE 0.5 MILE EAST ALONG EIGHTH AVENUE NORTH, ABOUT 20 FEET SOUTH OF THE CENTER LINE OF THE AVENUE AND THE BEGINNING OF THE TEXAS CITY DIKE RD., 56 FEET EAST OF THE CENTER LINE OF BAY STREET NORTH, 2 1/2 FEET ABOVE THE LEVEL OF BAY STREET NORTH, AND 1 FOOT BELOW THE LEVEL OF TEXAS CITY DIKE RD.

BASE FLOOD:
Zone A3, ELEV. 5.00 FT.

FLOOD INFORMATION
*THIS TRACT OR LOT IS IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE "A3" AS LOCATED BY FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA BY COMMUNITY No. TEXAS CITY, MAP No. 485514, PANEL No. 0035C, DATED 05/02/1983.
*THIS INFORMATION IS BASED ON GRAPHICAL PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

OWNER(S):
TERRA 40, LLC

SURVEYOR:
THE JEAN MCKINLEY CO., INC.
CHARLES A. MCKINLEY
P.O. BOX 4218
PASADENA, TEXAS 77502
PHONE: (713)473-3502
FAX: (713)473-9601
EMAIL: mckinleycoinc@aol.com

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED

THE UNDERSIGNED CERTIFIES THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARIES IN CONFLICT, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE RIGHTS-OF-WAYS AND EASEMENTS, EXCEPT AS SHOWN HEREON. SPEC. CAT. 1A, COND. II

CHARLES A. MCKINLEY
R.P.L.S. NO. 1184
STATE OF TEXAS

BOUNDARY LAND SURVEY

OF A 1.3410 ACRE TRACT OUT OF AND A PART OF A CALLED 10.271 ACRE TRACT 14 CONVEYED TO CITY - TEXAS CITY IN THE JAMES B. WELLS SURVEY, ABSTRACT 205 GALVESTON COUNTY, TEXAS

SCALE: 1"= 30' DATE: AUGUST 8, 2018

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement"), is made and entered into as of August ____, 2018, by and between **THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION** (the "TCEDC"), and **MARK McKIM** (the "Developer").

RECITALS:

WHEREAS, Developer intends to acquire an approximately 1.3410 acre tract of real property located in Galveston County, Texas, more fully described on Exhibit "A", attached hereto and incorporated herein (the "Property") from the TCEDC; and

WHEREAS, Developer intends to utilize the Property to develop *seasonal cabin rentals* in order to attract tourists as described in the development plan attached hereto as Exhibit "B" (the "Improvements") and incorporated herein (the "Development"); and

WHEREAS, the TCEDC has determined that conveying the Property to Developer will further the objectives of the City of Texas City's "*Livable Center Study*" attached hereto as Exhibit "C", which will benefit the City and the City's inhabitants, will promote local economic development and stimulate business in the City of Texas City and will generate an appealing recreation-oriented regional destination that utilizes and builds upon the Texas City Dike and Galveston Bay in order to attract tourists.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration and the mutual covenants set forth herein, Developer and the TCEDC contract and hereby agree as follows:

1. Developer shall within Ninety (90) days of the closing and funding of the real property as more specifically described on attached Exhibit "A", commence construction consistent with the agreed upon development plan of the Property as described on Exhibit "B".
2. Developer covenants and agrees that any and all improvements constructed on the Property shall meet all requirements of the *Bay District*, as well as all other city, state, & federal codes, regulations, requirements, statutes and laws.
3. Developer covenants and agrees that within Eighteen (18) months after the closing and funding of the Property, the Improvements shall be Substantially Completed, for the purposes of this section, *Substantial Completion* shall occur when a certificate of occupancy is issued on all units/cabins anticipated to be constructed on the Property. In the event the Improvements have not been Substantially Completed as agreed upon by the parties hereto, the Property shall revert to its original "zoning" designation.
4. **Miscellaneous.**

4.1 Approvals and consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

4.2 Address and notice. Any notice to be given under this Agreement shall be given in writing, addressed to the party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested; by messenger delivery; or by telecopy. Notice deposited by mail shall be effective three days after posting. Notice given in any other manner shall be effective upon receipt by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to the TCEDC, to:

Texas City Economic Development Corporation
1801 9th Avenue North
Texas City, Texas 77590

If to the Developer, to:

NEED ADDRESS
Email:

The parties shall have the right from time to time to change their respective addressees by giving at least 10 days' written notice of such change to the other party.

4.3 Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Developer shall give notice immediately to the City of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Developer's successors and assigns.

4.4 Nonwaiver of Rights. By entering this Agreement, neither Developer nor the City waive any rights granted under any laws, nor do they make any admissions regarding the subject matter of this Agreement. Each party specifically reserves any and all rights to pursue any action or remedy to protect its interests and rights

4.5 Reservation of rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

4.6 Venue. This Agreement shall be construed in accordance with the laws of the

State of Texas and shall be performable in Galveston County, Texas.

4.7 Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

4.8 Modification; exhibit. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The exhibits attached to this Agreement are incorporated by this reference for all purposes.

4.9 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

4.10 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

4.11 Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

4.12 Parties in interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

4.13 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Telefaxed or scanned-emailed copies of this signed Agreement shall be binding and effective as an original.

4.14 Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

4.15 Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first given above.

**TEXAS CITY ECONOMIC
DEVELOPMENT CORPORATION**

BY: _____
NAME: _____
TITLE: _____

DEVELOPER:

MARK McKIM

EXHIBIT "A" TO DEVELOPMENT AGREEMENT

Legal Description

[to be attached]

- Develop the Texas City Dike as a natural resource amenity to develop scenic outlook points, recreation opportunities accessible from adjacent neighborhoods and downtown Texas City.
- Develop strategies for housing redevelopment and maintenance for long-term viability of residential uses.
- Identify funding mechanisms that can be used to implement multi-use trails, environmental remediation, housing, infrastructure, and other necessary improvements.

BY 2040, THE 8-COUNTY HOUSTON-GALVESTON REGION IS EXPECTED TO GROW BY AN ADDITIONAL 3.5 MILLION PEOPLE.

Source: Livable Centers Implementation Report, 2016

VISION STATEMENT

“A City of the future in which a prosperous, diverse economic base is strengthened by a commitment to serve as an international leader in emerging technologies with opportunities for all economic and social levels in an inclusive environment that balances broad interaction among all races, ethnicities, and cultures. A leader in industry, business, and finance located with immediate access to major land and air transportation arteries, while maintaining a small town atmosphere and convenience with varied cultural and recreational opportunities emphasizing the quality of life.”

Source: Texas City Vision 2020 Comprehensive Plan, 1998



TEXAS CITY DIKE

The Texas City Dike protrudes into Galveston Bay at the easternmost end of Texas City. The dike is situated parallel to and north of the 50-foot deep, 600-foot wide Texas City Channel, which allows shipping traffic to access the Port of Texas City. The dike is 28,200-foot-long (nearly 5.34 miles). The Texas City Dike was built to protect the Texas City Channel from cross current and excessive silting, although the channel still requires frequent dredging to prevent shoaling in the waterway. In 1913 the U.S. Army Corps of Engineers Galveston District began construction of the dike under the sponsorship of the City for \$1.4 million dollars. Construction was completed after two years and improvements have and are constantly made to prevent erosion of the dike. In 1957 the City of Texas City leased 13 acres of land on the eastern tip of the dike to the Texas City Dike Corporation for the purpose of developing the area; development included a lighted



Texas City Dike

Source: U.S. Army Corps of Engineers, Galveston District

fishing pier, a bait camp, a warehouse and a refreshment stand. When Hurricane Ike hit Galveston Bay on September 13, 2008 the Dike remained structurally intact, however all recreation and business facilities were washed away by the 25-foot storm surge and the dike was closed for two years for repairs. The dike re-opened in 2010 and currently boasts four boat ramps, ten concrete picnic shelters and one wheelchair accessible pier. The City of Texas City installed solar-powered lights and performed additional repairs on piers and ramps with grant funding from the Texas Parks and Wildlife Department. Prior to its closure post-Hurricane Ike, the dike was the second busiest boat launch site in the state.¹

¹ Aulds, T.J. (2010, September 12).*Ã*, New fee no hamper on dike traffic.*Ã*, Galveston County Daily News. Retrieved from: <http://galvestondailynews.com/story.lasso?ewcd=2a527555e505c06d>

EXISTING CONDITIONS ASSESSMENT

STUDY AREA

The 4,007 acres that constitutes the study area includes the City’s Downtown Historic District (locally designated). Land uses consist of mostly older single family home neighborhoods, with commercial and other non-residential uses clustered along 9th Avenue N/Palmer Highway and 6th Street N/Highway 197. At the center of the study area is the Texas City High School campus, along with several other public buildings and city-owned properties that serve as important landmarks and offer character to the area. Directly south of the study area is a significant amount of heavy industry associated with the petrochemical refinement and shipping industries.

The study area is located to the east of Highway 146 and northeast of Highway 6. The study area is served by existing infrastructure, including streets, water, and sewer. Much of the area is

privately-owned residences and city-owned facilities, with very little remaining vacant or undeveloped. Refer to “Map 3: Study Area” on page 31.

The character of the area is largely influenced by the historic Downtown buildings and convention center, as well as the nearby Texas City Dike located on Galveston Bay. This amenity presents development opportunities for adjacent properties to create an attractive destination for recreation and tourism along the dike and in the Bay. As little property remains vacant for development, it is important to analyze the study area for redevelopment opportunities and identify specific areas in which to focus concentrated investments that will serve as a catalyst for future development. By capitalizing on existing assets, or the prioritized achievable goals, the City will be able to yield the maximum results with limited resources.

Table 9: Existing Land Use

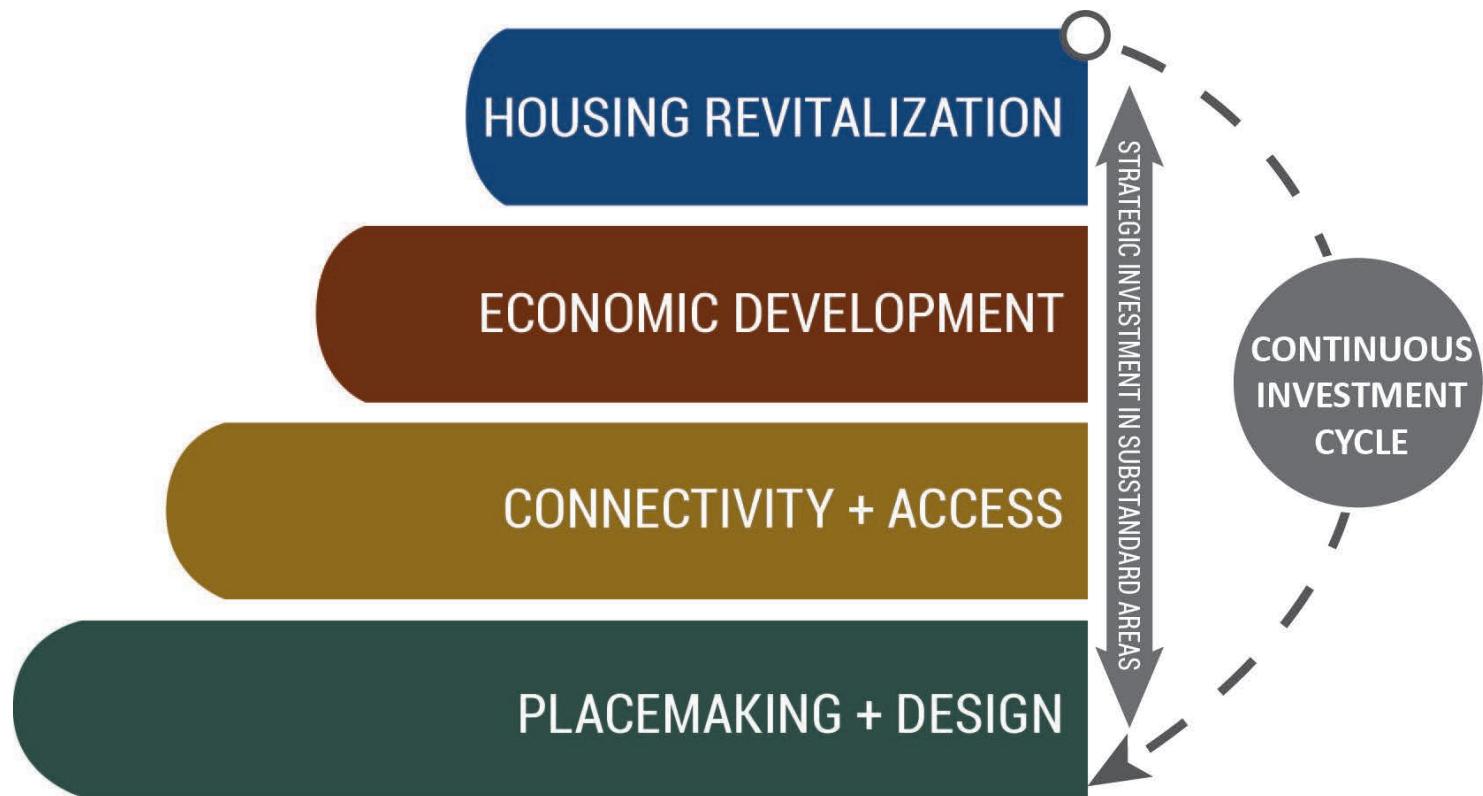
LAND USE	ACRES	PERCENT
COMMERCIAL	282.76	12.8%
INDUSTRIAL	1.08	< 0.05%
MULTIFAMILY RESIDENTIAL	86.94	3.9%
OTHER	25.01	1.1%
PUBLIC	304.79	13.8%
SINGLE-FAMILY RESIDENTIAL	1,267.58	57.5%
VACANT	235.87	10.7%
TOTAL	2,204.03	100%

STUDY AREA BOUNDARIES

The study area is bounded by 25th Avenue N (north), Texas Avenue (south), 31st Avenue N (west), and Bay Street N (east). This plan will also explore the relationships and connections between the study area, Downtown, the Texas City Dike, and the Port of Texas City.

Nodes are destinations where design improvements could be used to attract visitors and residents into the study area for recreation and entertainment purposes, as well as encourage new development and investment in the local economy. The nodes identified along 9th Street, in the heart of the study area, are ripe for increasing economic and commercial activities, pedestrian traffic, and recreation. Focus shall be given to implementation of catalyst projects and initiatives at key intersections that are connected by major corridors (spines), and enhancing the utilization of the waterfront and dike areas as main attractions.

Each node has a specific character that is unique to its location and function within the study area. The spines are meant to link the nodes and provide critical connections to and from destinations for pedestrians, cyclists, transit users, and motorists. The nodal approach affords each intersection and surrounding area the ability to raise density and achieve multi-functionality, along with increased reliance on public transit, walking and cycling, rather than automobile. Each node is described in greater detail in the following sections.



6TH STREET URBAN VILLAGE NODE

The 6th Street Urban Village node is located between 11th Avenue N and 3rd Avenue N, and 7th Street N and 5th Street N. This area is unique in that major improvements were recently constructed along 6th Street to include enhanced sidewalks, lighting, street trees, landscaping, pole banners, and pedestrian furniture. The improvements are a great start to building this area into a vibrant mixed use node. The character of this node is a Main Street-downtown feel with a walkable core. There are several successful businesses already, which incorporate retail and commercial uses with residential units above them. This area is uniquely suited to maintain the low-intensity commercial uses and office spaces that transition nicely into the residential neighborhoods in surrounding blocks.

It will be important to maintain connectivity from 6th Street to adjacent blocks by incorporating enhanced crosswalks that include streetscape landscaping, aesthetics, and amenities like benches, trash receptacles and wayfinding signage. This area should continue to expand upon the existing vertical mixed uses that exist along the street, as well as incorporate special events that showcase the investments and unique character that exist at this node.

BAYSIDE DISTRICT NODE

The Bayside District node is meant to capitalize on the existing dike and visitors, where visitors have an unencumbered view of the Texas City dike and Galveston Bay. The city-owned property located along the levy is ideal for recreational uses, including marinas, hotels, RV parks, restaurants, live music venues, and for hosting special outdoors events and competitions. Because there is limited infrastructure in existence on the dike today, it is a major recommendation of this plan to expand the utilization of the entire waterfront from 3rd Avenue N to 25th Avenue N.

This area is a distinct recreational asset that provides a one-of-a-kind opportunity to develop into a destination that could potentially attract regional users for extended periods of time. Ideas generated during the process included a high-end resort recreational vehicle (RV) park with rent-able cabins, beach access, a zip-line installation over the levy with uninhibited views of the Bay, and destination retail and restaurants that cater to waterfront users and dining experiences.

The Texas City dike also boasts a segment of the hike and bike trail that could potentially connect to other trail segments and allow residents to easily get to the dike. Generating interest at the Bayside District node will also provide the City with the opportunity to capture and divert existing dike users back into the study area and into other Texas City venues—further capturing the economic benefits of this asset.

36.8% OF RESIDENTS
OFTEN VISIT
THE DIKE, WHILE
41.3% SAID THEY
SOMETIMES VISIT IT.

Source: Texas City Livable Center Online Survey

04

BAYSIDE DISTRICT

Generate an appealing recreation-oriented regional destination that utilizes and builds upon the Texas City dike and Galveston Bay in order to attract tourists, and residents.

LIVABLE CENTER PRINCIPLES: 1 2 3 4 5 TIME-FRAME:      

IMPLEMENTATION STRATEGIES:

- Expand utilization of the entire water frontage up to 25th Avenue N.
- Program special events and festivals to take place on the dike.
- Perform zoning diagnostic to ensure that zoning promotes a variety of land uses, as shown in the concept plan.
- Coordinate with the Army Corps of Engineers regarding any limitations to development along the levee.
- Form a Bayside Business Association.
- Implement Bayfinding along the levee, hike and bike trails, Bay Street and Texas City Dike Road.
- Seek public-private partnerships with and/or developers interested in developing the city-owned property surrounding the dike.

POTENTIAL PARTNERSHIPS: DEVELOPERS, BUSINESSES, NON-PROFIT ASSOCIATIONS, TEXAS CITY INDEPENDENT SCHOOL DISTRICT (TCISD), ARMY CORPS OF ENGINEERS

POTENTIAL FUNDING SOURCES: CAPITAL IMPROVEMENT PROJECTS, GRANT FUNDING (E.G. TEXAS PUBLIC WORKS ASSOCIATION FUNDS), PUBLIC-PRIVATE PARTNERSHIPS (E.G. PARTNER WITH LOCAL BUSINESSES), TAX INCREMENT FINANCING (TIF) OR SPECIAL MANAGEMENT DISTRICT

The Bayside District is meant to be a regional attraction located at the terminus of the Study Area—refer to “Map 19: Bayfinding Signage Key Map” on page 101. The dike is currently underutilized with minimal remaining infrastructure, limited trail connectivity, few available amenities, and limited recreational opportunities. The conceptual plan proposes the full utilization of the city-owned property along the dike, incorporating new recreational uses, high-end, resort-style recreational vehicle campgrounds, cabin rentals, and camping sites, as well as restaurants and retail development along Texas City Dike Road and Bay Street. The capstone idea that is conceptualized for this area will include a major recreational component that includes the formation man-made lakes for paddleboarding, wakeboarding, swimming, and other watersports and activities. The recreational concept plan also includes the incorporation of an elevated zip-line system that showcases an uninhibited view of Galveston Bay from above the levee and a one-of-a-kind outdoor adventure at the Texas City dike. These uses can provide the City with a source of year-round revenue and can help to attract visitors and outdoor enthusiasts from across the region, furthering economic development opportunities and benefits in the study area as a whole.

RECOMMENDATIONS:

4.1 PERFORM A ZONING DIAGNOSTIC OF EXISTING REGULATIONS TO ENSURE THAT THE PROPOSED USES ARE ALLOWED.

The conceptual plan proposes a resort-style RV park, campgrounds, and seasonal cabin rentals, as well as restaurants, marinas, and hotels to support the proposed developments. It will be necessary for development regulations to allow for land uses such as these, but it will be equally as important to coordinate with the Army Corps of Engineers to fully ensure the parameters of allowable future development on and around the levee.

4.2 PROGRAM SPECIAL EVENTS AND OUTDOOR ACTIVITIES TO BE HELD ON THE DIKE OR NEAR THE NEW DEVELOPMENT.

The Texas City dike is a popular environmental and recreational asset that has open spaces ideal for hosting outdoor competitions and demonstrations. Hosting events generates activity on the dike and attracts visitors to the area, generating economic activity for any small businesses or restaurants looking to locate near the

levee. Some events have the potential to draw publicity and recognition that could initiate a tourism effort for the Texas City dike, adjacent Livable Center study area, and the surrounding community. Hunting, fishing, and outdoor competitions are popular in the region, and there is only one wakeboarding facility within close proximity. An elevated zip-line is proposed for the site, along with a man-made lake on which wakeboarding may be facilitated—both of which would be regional destinations, appealing to residents and tourists alike.



4.3 MAXIMIZE THE RECREATIONAL VALUE OF THE DIKE by expanding trails and connectivity, and leveraging programs to attract users. By maximizing the recreational value of the dike, the study area will be able to capitalize on capturing existing dike users and diverting them to other venues and businesses within Texas City. By generating a one-of-a-kind destination for recreation and outdoor education/events, the number of visitors will increase. By incorporating unique aspects of such a design plan, such as vacation rentals and long-term residences, the Bayside District could eventually develop into a destination that generates a steady stream of revenue for the City through increased demand in retail and restaurant activity.

Connect the City’s existing hike and bike trails to the dike and adjacent recreational uses so that residents can easily get to and from the Bay. Increasing connectivity will increase the opportunities available to residents to the dike and traverse other parts of the City on the same trip. It will be important that the trail network connects to the dike at 9th Avenue, Bay Street, and Texas City Dike Road, and into connecting roadways like 25th Avenue and Texas Avenue.



Map 22: City Central Node Concept Plan



Artist Rendering of Bayside District Conceptual Plan - Bird's Eye View



Artist Rendering of Bayside District Conceptual Plan - View from Zip Line Tower



Artist Rendering of Gateway to Bayside District

The Wilkenfeld Company
 617 8th Ave N
 Texas City, TX 77590
 409-945-8336

INVOICE	07/20/2018 DATE	16558 FILE NUMBER	CASE NUMBER
----------------	--------------------	----------------------	-------------

Client: CITY OF TEXAS CITY

Item	Total
APPRAISAL FEE FOR SERVICES RENDERED	\$ 500.00

Intended User: CITY OF TEXAS CITY
 DIKE RD.
 TEXAS CITY, TX 77590
 SEE ATT. SURVEY

Total: \$ 500.00

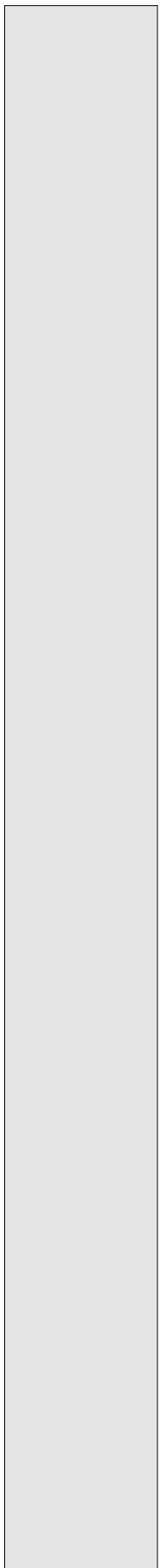
Please detach and include the bottom portion with your payment... Thank You!

Inv Date	Insp Date	Appraiser	Client Case #	File #	Client Phone #
07/20/2018	07-13-2018	Richard Robert Wilkenfeld		16558	

FROM: CITY OF TEXAS CITY	PROPERTY: Intended User: CITY OF TEXAS CITY DIKE RD. TEXAS CITY, TX 77590	Amount Due \$ 500.00
------------------------------------	---	--------------------------------

TO: Attention: The Wilkenfeld Company 617 8th Ave N Texas City, TX 77590	Amount Enclosed \$ _____
--	------------------------------------

Balance Due upon receipt of Invoice
 Please return this portion with your payment. Thank You!



APPRAISAL OF
THE PROPERTY LOCATED AT
DIKE RD.
TEXAS CITY, TX 77590

as of
July 13, 2018

for
CITY OF TEXAS CITY

by
The Wilkenfeld Company
617 8th Ave N
Texas City, TX 77590

The Wilkenfeld Company
617 8th Ave N
Texas City, TX 77590
409-945-8336

July 20, 2018

CITY OF TEXAS CITY

Property - DIKE RD.
TEXAS CITY, TX 77590
Client - CITY OF TEXAS CITY
File No. - 16558
Case No. -

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at DIKE RD. , TEXAS CITY, TX.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of July 13, 2018 is :

\$200,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

The Wilkenfeld Company


Richard Robert Wilkenfeld
TX Certification #1321349

IDENTIFICATION

Owner CITY OF TEXAS Census Tract 7262 Map Reference City
 Property Address DIKE RD.
 City TEXAS CITY County GALVESTON State TX Zip Code 77590
 Legal Description SEE ATT. SURVEY
 Sale Price \$N/A Date of Sale N/A Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$N/A (yr.)
 Client CITY OF TEXAS CITY Address _____
 Occupant VACANT Appraiser Richard Robert Wilkenfeld Instructions to Appraiser MARKET VALUE
 Intended User: CITY OF TEXAS CITY Intended Use: _____

NEIGHBORHOOD

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Employment Stability	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg.	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
Built Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input checked="" type="checkbox"/> Rapid	<input type="checkbox"/> Steady	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present Land Use	<input type="checkbox"/> % 1 Family	<input type="checkbox"/> % 2-4 Fam	<input type="checkbox"/> % Apts.	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> % Industrial	<input type="checkbox"/> % Vacant	<input type="checkbox"/> % Condo	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(*) From _____ To _____			Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> % Vacant	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range	\$ <u>100</u> to \$ <u>300</u>		Predominant Value \$ <u>200</u>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Age	<u>0</u> yrs. to <u>50</u> yrs.		Predominant Age <u>25</u> yrs.					

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) **THE SUBJECT IS LOCATED IN CLOSE PROXIMITY TO CHURCHES, SCHOOLS, SHOPPING CENTERS AND EMPLOYMENT AREAS.**

SITE

Dimensions _____ = 58414 S.F. Corner Lot
 Zoning Classification COMMERCIAL Present improvements do do not conform to zoning regulations
 Highest and best use: Present use Other (specify) _____
 Elec. Public Other (Describe) _____
 Gas _____
 Water _____
 San. Sewer _____
 Underground Elect. & Tel.
OFF SITE IMPROVEMENTS
 Street Access: Public Private
 Surface CONCRETE
 Maintenance: Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights
 Topo LEVEL
 Size AVERAGE
 Shape IRREGULAR
 View AVERAGE
 Drainage ADEQUATE
 Is the property located in a HUD Identified Special Flood Hazard Area? No Yes
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) **THE SUBJECT IS LOCATED IN ZONE A3 ON FEMA MAP #4855140035C DATED 5/2/83.**

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis See grid below. See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<u>DIKE RD. TEXAS CITY, TX 77590</u>	<u>1401 33RD ST. TEXAS CITY, TX 77590</u>	<u>7011 MEDICAL CENTER TEXAS CITY, TX 77590</u>	<u>25TH ST. TEXAS CITY, TX 77591</u>
Proximity to Subj.		<u>0.75 miles S</u>	<u>3.08 miles W</u>	<u>3.08 miles W</u>
Sales Price	\$ <u>N/A</u>	\$ <u>522,270</u>	\$ <u>1,000,000</u>	\$ <u>98,000</u>
Price	\$	\$ <u>1</u>	\$ <u>5</u>	\$ <u>3</u>
Data Source	<u>INSPECTION</u>	<u>MLS/GCAD</u>	<u>MLS/GCAD</u>	<u>MLS/GCAD</u>
Date of Sale and Time Adjustment	<u>N/A</u>	<u>4/21/11</u> +(-)\$ <u>+42,000</u>	<u>10/22/12</u> +(-)\$ <u>+80,000</u>	<u>12/13/18</u> +(-)\$ <u>+7,800</u>
Location	<u>TEXAS CITY</u>	<u>TEXAS CITY</u>	<u>TEXAS CITY</u> -100,000	<u>TEXAS CITY</u>
Site/View	<u>AVERAGE</u>	<u>AVERAGE</u>	<u>AVERAGE</u>	<u>AVERAGE</u>
Site Area	<u>58414 S.F.</u>	<u>361,375 S.F.</u> -424,000	<u>216,128 S.F.</u> -725,000	<u>32,698 S.F.</u> +77,200
Sales or Financing Concessions		<u>CONV.</u>	<u>CONV.</u>	<u>CONV.</u>
Net Adj. (Total)		<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ <u>-382,000</u>	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ <u>-745,000</u>	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ <u>85,000</u>
Indicated Value of Subject		<u>Gross 89.2%</u> <u>Net -73.1% \$ 140,270</u>	<u>Gross 90.5%</u> <u>Net -74.5% \$ 255,000</u>	<u>Gross 86.7%</u> <u>Net 86.7% \$ 183,000</u>

Comments on Market Data: **ALL COMPARABLES ARE CONSIDERED REPRESENTATIVE OF THE PRICES BEING PAID IN THE THE AREA.**

RECONCILIATION

Comments and Conditions of Appraisal: **THE SALES INDICATE AN APPROPRIATE PRICE FOR THE SUBJECT PROPERTY UNDER APPRAISAL. IMPROVEMENTS ON THE SUBJECT PROPERTY HAVE NO VALUE.**

Final Reconciliation: **THE FINAL VALUE WAS SUPPORTED BY ALL THREE COMPARABLE SALES.**

PHOTOGRAPH ADDENDUM

Intended User	CITY OF TEXAS CITY				
Property Address	DIKE RD.				
City	TEXAS CITY	County	GALVESTON	State	TX
				Zip Code	77590
Client	CITY OF TEXAS CITY				



View of site



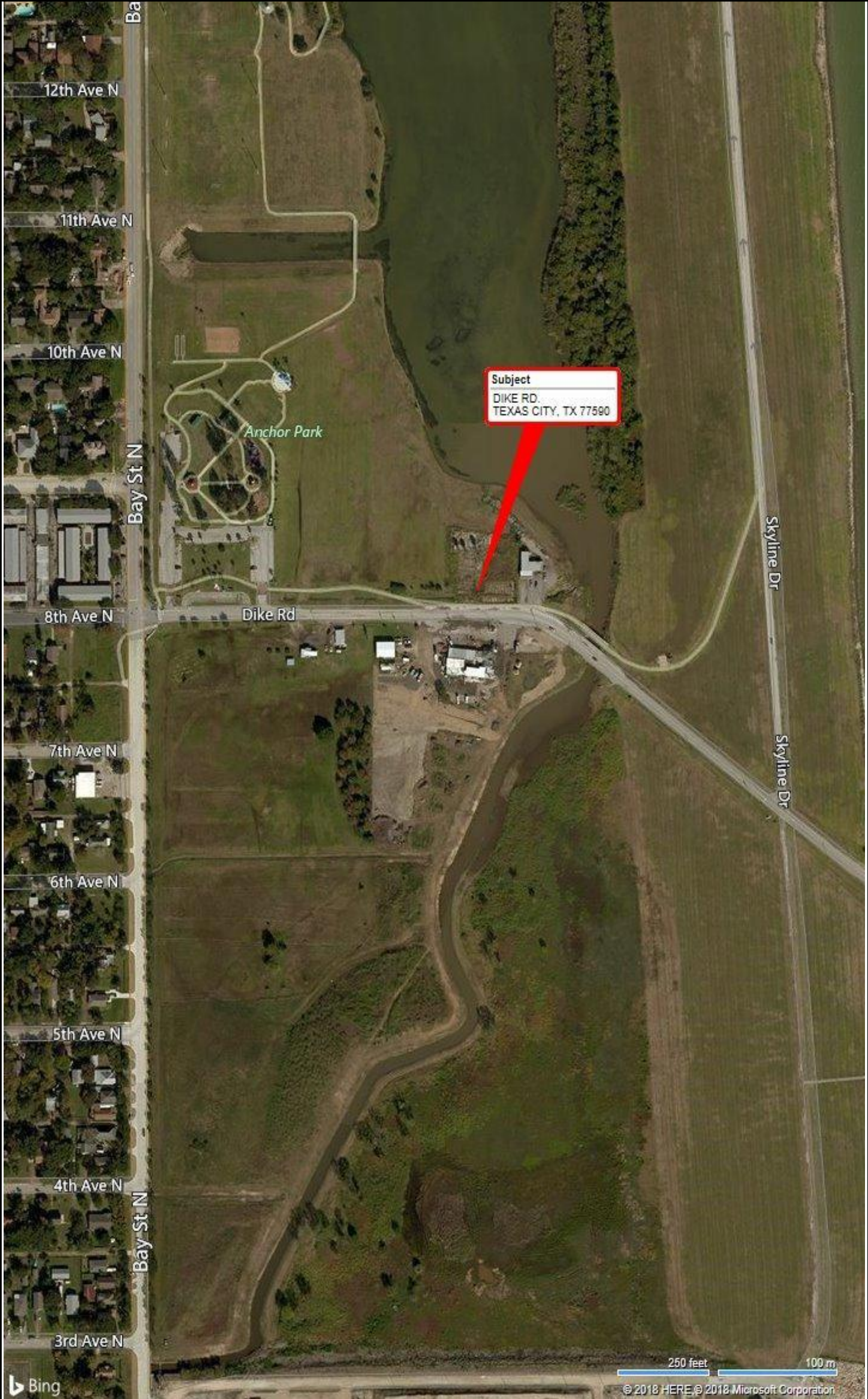
Street Scene



Street Scene

Location Map

Intended User	CITY OF TEXAS CITY						
Property Address	DIKE RD.						
City	TEXAS CITY	County	GALVESTON	State	TX	Zip Code	77590
Client	CITY OF TEXAS CITY						



FLOOD MAP

Intended User **CITY OF TEXAS CITY**
 Property Address **DIKE RD.**
 City **TEXAS CITY** County **GALVESTON** State **TX** Zip Code **77590**
 Client **CITY OF TEXAS CITY**




Prepared for: **THE WILKENFELD CO.**
Dike Rd.
Texas City, TX 77590



MAP DATA

FEMA Special Flood Hazard Area: **Yes**
 Map Number: **4855140035C**
 Zone: **A3**
 Map Date: **May 02, 1983**
 FIPS: **48167**

MAP LEGEND

- | | |
|--|---|
|  Areas inundated by 500-year flooding |  Protected Areas |
|  Areas inundated by 100-year flooding |  Floodway |
|  Velocity Hazard |  Subject Area |

Powered by CoreLogic®

Intended User **CITY OF TEXAS CITY**Property Address **DIKE RD.**City **TEXAS CITY**County **GALVESTON**State **TX**Zip Code **77590**Client **CITY OF TEXAS CITY****Texas Appraiser Licensing and Certification Board**

P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate AppraiserNumber: **TX 1321349 G**Issued: **06/13/2017**Expires: **06/30/2019**Appraiser: **RICHARD ROBERT WILKENFELD**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature  _____
 Name Richard Robert Wilkenfeld _____
 Company Name The Wilkenfeld Company _____
 Company Address 617 8th Ave N _____
Texas City, TX 77590 _____
 Telephone Number 409-945-8336 _____
 Email Address Wilkenfeldco@aol.com _____
 Date of Signature and Report 07/20/2018 _____
 Effective Date of Appraisal July 13, 2018 _____
 State Certification # 1321349 _____
 or State License # _____
 or Other _____ State # _____
 State TX _____
 Expiration Date of Certification or License 06/30/2019 _____

ADDRESS OF PROPERTY APPRAISED
DIKE RD. _____
TEXAS CITY, TX 77590 _____
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 200,000 _____
 CLIENT
 Name _____
 Company Name CITY OF TEXAS CITY _____
 Company Address _____

 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____

 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 08/15/2018

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for August 1, 2018 meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, AUGUST 1, 2018 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, AUGUST 1, 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 5:02 p.m. by Mayor Matthew T. Doyle.

1. ROLL CALL

Present: Matthew T. Doyle, Mayor
Phil Roberts, Mayor Pro Tem, Commissioner At-Large
Bruce Clawson, Commissioner At-Large
Earl Alexander, Commissioner District 1
Abel Garza, Jr., Commissioner District 2
Jami Clark, Commissioner District 4

Absent: Dorthea Jones, Commissioner District 3

2. INVOCATION

Led by Commissioner At-Large Phil Roberts.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner At-Large Bruce Clawson.

4. PROMOTIONS:

Captain Jess Colwell to Assistant Chief of Police. (Police)

Jess Colwell was promoted from Captain to Assistant Chief of Police by Police Chief Joseph Stanton. Assistant Chief Colwell was pinned by Commissioner At-Large Bruce Clawson.

Lieutenant David Fairchild to Captain. (Police)

David Fairchild was promoted from Lieutenant to Captain by Police Chief Joseph Stanton. Lt. Fairchild was pinned by his fellow Officers.

5. PROCLAMATIONS AND PRESENTATIONS

a. World Breastfeeding Week August 1st - August 7th.

Rhomari Leigh accepted a proclamation on behalf of The Melanin Mama, LLC. to commemorate the first day of World Breastfeeding Week.

6. REPORTS

a. Community Development Quarterly Report (Code Enforcement)

Randall Johnston, Code Enforcement Officer, gave a PowerPoint Presentation on the resolve rate for each type of abatement he and his officers cite for.

Commissioner District 2 Abel Garza, Jr. asked who pays for the cost that's incurred when abandoned cars get picked up? Officer Johnston explained that the tow companies will apply for the title of the picked up vehicles and keep them.

Marilyn Logan, Inspections Administrative Specialist, then gave a PowerPoint presentation on substandard structure abatements. Ms. Logan also gave visual updates of cases where abatement orders were signed and the necessary improvements had been made.

Commissioner District 1 Earl Alexander asked if there would be any upcoming demolitions on the west side of Texas City? Ms. Logan explained that they currently have a long list of properties that are awaiting demolition and that they typically start demos on properties that have received complaints first. Mayor Doyle asked Commissioner Alexander to get a list together, for Ms. Logan, of any properties that he knows need demolishing.

7. CONSENT AGENDA

Motioned by Commissioner At-Large Bruce Clawson, Seconded by Commissioner District 4 Jami Clark, to approve consent agenda items a, b, c, and d.

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

Vote: 6 - 0 CARRIED

b. Consider and take action on Resolution No. 18-072, approving Bid No. 2018-354 Sanitary Sewer Rehabilitation Project - Phase18A. (Public Works)

Vote: 6 - 0 CARRIED

c. Consider and take action on Resolution No. 18-073, approving contract for Bid No. 2018-353 Texas City Museum Exterior Wall Repairs. (Public Works)

Vote: 6 - 0 CARRIED

d. Consider and take action on Resolution No. 18-074, approving the Community Development Annual Action Plan and Budget for program year 2018. (Community Development, Housing Authority)

Vote: 6 - 0 CARRIED

8. PUBLIC COMMENTS

Brooks Elliston, resident of Grand Caye, spoke before the City Commission to express his concern for parking safety along Skyline Drive.

STAFF COMMENTS

Doug Kneupper, City Engineer, introduced the City's new Building Official, George Schonert.

Thomas Munoz, Emergency Management Director, stated that his department will receive the high water vehicle they purchased, tomorrow, August 2, 2018.

Dennis Harris, Director of Recreation and Tourism, stated that the City's Summer Camp will be ending this week. Mr. Harris also stated that after August 19, 2018, the Nessler Park Family Aquatic Center will be switching to their weekends only schedule.

Laura Boyd, Finance Director, stated that there will be a Special Meeting on August 8, 2018 at 5:00 p.m. to propose a new property tax rate.

9. COMMISSIONERS' COMMENTS

Commissioner At-Large Phil Roberts reminded everyone that the 2018 - 2019 school year will be starting soon which means school zones will be back in effect.

10. ADJOURNMENT

Having no further business, Commissioner District 2 Abel Garza, Jr. made a MOTION to ADJOURN at 5:37 p.m.; the motion was SECONDED by Commissioner At-Large Phil Roberts. All present voted AYE. MOTION CARRIED.

MATTHEW T. DOYLE, MAYOR

ATTEST:

James M. Hartshorn, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 08/15/2018

Submitted By: James Hartshorn, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for August 8, 2018 Special Called Meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 08/15/2018

RFQ 2018-357 CDBG-DR Grant-Engineering/Architectural/Surveying

Submitted For: Debbie Gurka, Administration

Submitted By: Debbie Gurka,
Administration

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 18-076, approving contract for RFQ No. 2018-357 CDBG-DR Grant-Engineering/Architectural/Surveying. (Purchasing)

BACKGROUND

On 6/20/2018 GrantWorks was awarded the contract for the Community Development Block Grant Disaster Recovery Administration-Professional Services Contract. As part of the administration services GrantWorks e-mailed vendors the 2018-357 CDBG-DR Grant-Engineering/Architectural/Surveying proposal packets on July 20, 2018.

The received proposals were reviewed by the city's Selection Review Committee on July 30th an July 31st of 2018.

ANALYSIS

The responsible party meeting all specifications and scoring the highest on the proposal rating sheets was ARKK Engineers, LLC.

It is the recommendation of the Selection Review Committee to award the 2018-357 CDBG-DR Grant-Engineering/Architectural/Surveying Contract to ARKK Engineers, LLC. of Houston Texas. TX PE Firm No. 13872.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution No. 18-076

Letter of Recommendation

RESOLUTION NO. 18-076

A RESOLUTION APPROVING ARKK ENGINEERS, LLC. AS THE PROFESSIONAL SERVICE PROVIDER FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT – ENGINEERING/ ARCHITECTURAL/ SURVEYING CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on June 20, 2018, the City Commission of the City of Texas City approved to enter into a contract with GrantWorks to provide Community Development Block Grant - Disaster Recovery Administration Services Contract; and

WHEREAS, the CDBG - Disaster Recovery (CDBG-DR) contract requires implementation by professionals experienced in federally- funded disaster recovery projects; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) for engineering services has been completed in accordance with GLO-CDR requirements; and

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

WHEREAS, on July 20, 2018, GrantWorks emailed vendors the 2018-357 CDBG-DR Grant-Engineering/Architectural/Surveying proposal packets. The received proposal were reviewed by the City's Selection Review Committee on July 30th and July 31st of 2018.

WHEREAS, the responsible party meeting all specifications and scoring the highest on the proposal rating sheets was ARKK Engineers, LLC, of Houston, Texas.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, award RFQ No. 2018-357 CDBG-DR Grant-Engineering/Architectural/Surveying Contract to ARKK Engineers, LLC, of Houston, Texas.

SECTION 2: That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the award of CDBG-DR funds and successful negotiation of a contract with the service provider.

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

PASSED AND ADOPTED this 15th day of August 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 OF TEXAS CITY

PURCHASING DEPARTMENT • OFFICE (409) 643-5950 • FAX (409) 942-1073



Mayor:
Matthew T. Doyle

Commissioners:
Phil Roberts
Bruce Clawson
Earl Alexander
Abel Garza Jr.
Dorthea Jones
Jami Clark

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

Dear Mr. Yaquinto,

Re: **Letter of Recommendation for the City of Texas City 2018-350 HMA Grant Assistance-Engineering and 2018-357 CDBG- DR Grant Engineering/Architectural/Surveying**

After reviewing the submitted proposals for the HMA Grant Assistance Engineering and the CDBG-DR Grant Engineering/Architectural/Surveying received 7/30/2018 the City of Texas City Selection Review Committees recommends awarding:

ARKK Engineers, LLC
7322 Southwest Freeway
Suite 1040
Houston, TX 77074

2018-350 HMA Grant Assistance-Engineering
Rating Sheet Totals

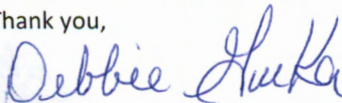
1. ARKK Engineers, Inc.----- 385
2. Arceneaux Wilson & Cole----- 340
3. John D. Mercer----- 325

2018-357 CDBG-DR Grant Engineering/Architectural/Surveying
Rating Sheet Totals

1. ARKK Engineers, Inc.----- 482
2. John D. Mercer----- 433
3. Amani Engineers----- 410

A copy of the rating sheets are attached.

Thank you,



Debbie Gurka
Purchasing Clerk

"QPS-Quality Public Service"

1801 9th Avenue North • P.O. Drawer 2608 • Texas City, Texas 77592-2608

<http://www.texas-city-tx.org>

CITY COMMISSION REGULAR MTG

(7) (d)

Meeting Date: 08/15/2018

Approve New Interlocal Agreement with City of Baytown for Residential Demolition

Submitted For: Sheila Bowden, Community Development, Housing Autho

Submitted By: Sheila Bowden, Community Development, Housing Autho

Department: Community Development, Housing Autho

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 18-077, approving to continue Interlocal agreement with the City of Baytown. (Community Development)

BACKGROUND

On May 3, 2017 the City entered into an Interlocal agreement with the City of Baytown for Residential Demolition and Grant Mackay Company Inc. (Contractor). After, the first year Baytown renewed their contract with Grant Mackay Company Inc., under the same terms and conditions, with a 2.1% Consumer Price Index (CPI) increase.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution No. 18-077

2018 Demolition Increase

2017 Demolition Price

RESOLUTION NO. 18-077

A RESOLUTION AUTHORIZING THE MAYOR TO CONTINUE AN INTERLOCAL AGREEMENT WITH THE CITY OF BAYTOWN, TEXAS, FOR ANNUAL DEMOLITION OF RESIDENTIAL STRUCTURES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on May 3, 2017, the City of Texas City, Texas entered into an Interlocal Agreement with the City of Baytown, Texas (“Baytown”) and Grant Mackay Company, Inc. for the demolition of residential structures; and

WHEREAS, after, the first year Baytown renewed their contract with Grant Mackay Company Inc., under the same terms and conditions, with a 2.1% Consumer Price Index (CPI) increase; and

WHEREAS, the benefit of continuing this agreement are: (1) demolition cost will be pre-determined; (2) there is a potential savings of approximately \$10,000.00 for every 20 structures or more, including postage savings for not mailing out bid packets; and (3) sub-standard and dangerous buildings that are justifiable as public nuisances will be removed quicker.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves an Interlocal Agreement between the City of Texas City, Texas and the City of Baytown for the demolition of residential structures.

SECTION 2: That the City Commission authorizes the Mayor to execute an Interlocal Agreement in substantially the same form as the agreement 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 the 15th day of August 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

ORDINANCE NO. 13,727

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE ANNUAL DEMOLITION OF RESIDENTIAL STRUCTURES CONTRACT WITH GRANT MACKAY COMPANY, INC., AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE AMOUNT OF TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, Grant Mackay Company, Inc., was awarded the Annual Demolition of Residential Structures Contract on March 23, 2017, pursuant to competitive bidding procedures, which contract included an option by the parties to renew for additional one-year periods; and

WHEREAS, such contract may be renewed for an additional one-year term; and

WHEREAS, Grant Mackay Company, Inc., has indicated its willingness to renew the contract for an additional year under the same terms and conditions, with a 2.1% Consumer Price Index increase; and

WHEREAS, the Administration has reviewed the market conditions and recommends renewal as being in the best interest of the City; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby renews the Annual Demolition of Residential Structures Contract with Grant Mackay Company, Inc., for the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) and authorizes payment thereof.

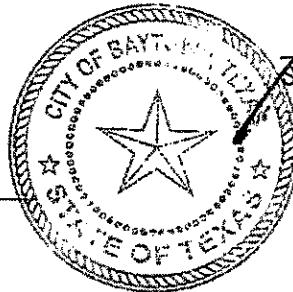
Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, subject to the provision that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 22nd day of March, 2018.

ATTEST:


LETICIA BRYSCH, City Clerk




STEPHEN H. DONCARLOS, Mayor

APPROVED AS TO FORM:


IGNACIO RAMIREZ, SR., City Attorney

ANNUAL DEMOTLITION OF RESIDENTIAL STRUCTURES CONTRACT

CONTRACT #033 with successive renewal periods

OPENING DATE: 2-27-17

4-1-17 to 3-31-18 - ORIGINAL FOR \$200,000

4-1-18 THRU 3-31-19 1st RENEWAL \$200,000.00

VENDOR 45438 GRANT MACKAY COMPANY, INC

3717 Mesa Drive
Houston, TX 77013
TEL: 713-670-0135

FAX: 713-670-0765

Brice Ebersole

brice@grantmackayco.com

CC#	DESCRIPTION	UNIT	PRICE
033-001	Residential structure with pier and beam per square foot, inclusive of all costs	SF	\$1.72
033-002	Residential structure with slab foundation per square foot, inclusive of all costs	SF	\$1.83
033-003	Exposed concrete slab and/or driveways up to the approach, 6 inches thick or less per square foot, inclusive of all costs	SF	\$1.07
033-004	Accessory structures, shed/detached garage on slab, per square foot, inclusive of all costs	SF	\$1.93
033-005	Accessory structures, shed/detached garage on grade, no slab, per square foot, inclusive of all costs	SF	\$1.93
033-006	Fill dirt. Minimum of 60% sand, 40% fill dirt	CY	\$16.80
033-007	Emergency demolition or special circumstances per each address/location. This will be a one time cost per each address or location	SF	\$2.84

	Tires - Per each tire, including semi truck tire		
033-008	Passenger Tires 20" or smaller	EA	\$2.55
033-009	Tires 21" and larger	EA	\$4.85
033-010	Sewer Cap - To be 4" sewer pipe capped 5-10 ft from the property line of the City main and capped 12" below the ground level and filled to ground level, firm at each location	EA	\$403.30
033-011	Property clearance and junk debris removal	CY	\$7.81
033-012	Dirt Removal	CY	\$8.68
033-013	Remobilization	Per Move	\$357.35
033-014	Pool Removal - all inclusive to include draining, concrete breaking, punching holes and back-filling	CF	\$17.15
033-015	Manpower stand-by time	HOUR	\$45.95
033-016	Machine stand-by time	HOUR	\$127.63
033-017	Truck stand-by time	HOUR	\$79.64
033-018	CAP 3/4 WATER DISCONNECT (NON CONTRACT ITEM)	EA	\$224.62

INVITATION TO BID



P.O. Box 424
Baytown, Texas 77522-0424

BID TITLE: ANNUAL DEMOLITION OF RESIDENTIAL STRUCTURES CONTRACT
BID NUMBER: 033-17

BID OPENING DATE at 10:00 A.M.: FEBRUARY 27, 2017
LATE BIDS WILL NOT BE CONSIDERED.

Bidder Must Fill In & Sign

Name of Firm, Company
Grant Mackay Company, Inc.

Agent's Name
Brice Ebersole

Agent's Title
Project Estimator / Project Manager

Mailing Address
3717 Mesa Drive

City Houston **State** TX **Zip** 77013

Telephone
713-670-0135

Fax No.
713-670-0765

Email address:
Brice@grantmackayco.com

AUTHORIZED SIGNATURE

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS ON BACK OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

DEMOLITION LOCATION (S)

CITY OF BAYTOWN VARIOUS SITES THROUGHOUT THE CITY AND CITY'S JURISDICTION

ITEM NO.	ITEM AND DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
	ANNUAL DEMOLITION OF STRUCTURES CONTRACT, per attached specifications, from April 1, 2017, through March 31, 2017, with successive renewal options.			
1.	Residential Structure with pier and beam per square foot, inclusive of all costs.	..... 1 lot	\$1.68 Per square foot.	.....
2.	Residential Structure with slab foundation per square foot, inclusive of all costs.	..... 1 lot	\$1.79 Per square foot.	.....
3.	Exposed concrete slab and/or driveways up to the approach 6 inches thick or less per square foot, inclusive of all costs.	..... 1 lot	\$1.05 Per square foot.	.....

ITEM NO.	ITEM AND DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
4.	Accessory Structures shed/detached garage on slab per square foot, inclusive of all costs.	..... 1 lot	<u>\$ 1.89</u> Per square foot.	.....
5.	Accessory Structures shed/detached garage on grade no slab per square foot, inclusive of all costs.	..... 1 lot	<u>\$ 1.89</u> Per square foot.	.....
6.	Fill Dirt. Minimum of 60% sand, 40% fill dirt.	..... 1 lot	<u>\$ 16.45</u> Per cubic yard.	.....
7.	Emergency demolition or special circumstances per each address/location. This will be a one-time cost per each address/location.	..... 1 lot	<u>\$ 2.78</u> Per square foot.	.....
8.	Tires, per each tire including semi truck tire.			
	<u>Passenger tires 20" or smaller</u>	..... 1 lot	<u>\$ 2.50</u> Per each	.....
	Tires 21" and larger	..... 1 lot	<u>\$ 4.75</u> Per each	.....
9.	Sewer cap - to be 4" sewer pipe capped 5-10 ft from the property line of the City Main and capped 12" below the ground level and filled to ground level firm at each location.	..... 1 lot	<u>\$ 395.00</u> Per each sewer tap.	.....
10.	Property clearance and junk/debris removal.	..... 1 lot	<u>\$ 7.65</u> Per cubic yard.	.....
11.	Dirt removal	..... 1 lot	<u>\$ 8.50</u> Per each cubic yard	.....
12.	Remobilization	..... 1 lot	<u>\$ 350.00</u> Per move	.....

ITEM NO.	ITEM AND DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
13.	Pool removal – all inclusive to include draining, concrete breaking, punching holes and back-filling	..... 1 lot	\$16.80 Price per square foot./cubic yard.	.....
14.	Manpower stand-by time	..... 1 lot	\$45.00 Price per hour	.....
15.	Machine stand-by time	..... 1 lot	\$125.00 Price per hour	.....
16	Truck stand-by time Tires, per each tire including semi truck tire.	..... 1 lot	\$78.00 Price per hour	.....
<p>ESTIMATED TOTAL AMOUNT OF THIS CONTRACT WILL BE FOR \$200,000.00</p>				
<p><i>A MANDATORY pre-bid conference meeting is scheduled at <u>2:00 pm, Friday, February 17, 2017, Council Chambers, City Hall, located at 2401 Market Street, Baytown, Texas 77520. BIDDERS MUST ATTEND THE PRE-BID CONFERENCE IN ORDER TO QUALIFY FOR THE BID PROCESS.</u></i></p>				

CITY COMMISSION REGULAR MTG

Res 10-090

Meeting Date: 08/15/2018

Payment of Windstorm Insurance

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 18-078, authorizing payment of windstorm insurance premium to Victor O. Schinnerer & Company, Inc. (Finance)

BACKGROUND

The City's windstorm coverage is through Victor O. Schinnerer & Company, Inc. Since the city is located in the first tier of counties that border the Texas Gulf Coast, windstorm coverage is not available through Texas Municipal League Intergovernmental Risk Pool to the extent that it is available through either the Texas Windstorm Insurance Association (TWIA) or other windstorm carriers. Victor O. Schinnerer & Company, Inc. serves as the property underwriting contractor for the Pool. As part of the City's agreement with the Pool, they are available to serve as the City's insurance agent in placing windstorm coverage with the TWIA and/or another carrier. The cost for renewal with Catalytic and Lloyd's of London is \$190,021.65, which is an increase of \$1,925.70 over last year's renewal of \$188,095.95. The City coverage includes a total value of \$27,508,564 and deductible per named storm of \$25,000 per occurrence. Buildings covered by this insurance are Charles T. Doyle Convention Center/Nessler Center, Matthew T. Doyle Natatorium/Lowry Fitness Center, and Texas City Museum.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution No. 18-078

Windstorm insurance invoices

RESOLUTION NO. 18-078

A RESOLUTION AUTHORIZING PAYMENT TO VICTOR O. SCHINNERER & COMPANY, INC. FOR THE CITY'S WINDSTORM COVERAGE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City's windstorm coverage is through Victor O. Schinnerer & Company, Inc.; and

WHEREAS, because the City is located in the first tier of counties that border the Texas Gulf Coast, windstorm coverage is not available through Texas Municipal League Intergovernmental Risk Pool to the extent that it is available through either the Texas Windstorm Insurance Association (TWIA) or other windstorm carriers; and

WHEREAS, Victor O. Schinnerer & Company, Inc. serves as the property underwriting contractor for the Pool, and as part of the City's agreement with the pool, they are available to serve as the city's insurance agent in placing windstorm coverage with the TWIA and/or another carrier; and

WHEREAS, it is necessary to cover the City and the cost for renewal for the period August 2, 2018 through August 2, 2019 is \$190,021.65, which is an increase of \$1,925.70 over last year's renewal of \$188,095.95. The City coverage includes a total value of \$27,508,564 and deductible per named storm of \$25,000 per occurrence. Buildings covered by this insurance are Charles T. Doyle Convention Center/Nessler Center, Matthew T. Doyle Natatorium/Lowry Fitness Center, and Texas City Museum.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the payment of invoice to Victor O. Schinnerer & Company, Inc. in the amount of \$190,021.65 for windstorm coverage for the period August 2, 2018 through August 2, 2019.

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

PASSED AND ADOPTED this 15th day of August 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 of Texas City

2018-2019 Wind/Hail Coverage Options Based on Expiring Locations Only

Effective 08/02/2018

Description	Option 1-per expiring terms	Option 2-Texas Windstorm Insurance Association (TWIA)
Total Insurable Value	\$ 27,508,564	\$ 26,152,244
Limit of Liability-Max.	\$ 27,508,564	\$ 26,152,244
Deductible per named storm	\$25,000 per occurrence	1% per item or \$1,000, whichever is greater
Total Cost	\$ 190,021.65	\$ 192,975
Carriers	Catalytic & Lloyds	TWIA & TMLIRP
Business Income & Extra Expense	\$ 500,000	N/A
Outdoor Trees/Shrubs	\$ 250,000	N/A

The above quote options are based building and contents of expiring three buildings only.

See attached detailed quote.



10375 Richmond Ave. Suite 500 Houston, TX 77042 Phone: 888-728-7235 Fax: 713-532-4121

CONFIRMATION OF COVERAGE BOUND (BINDER CONFIRMATION)

DATE: Jul 30, 2018
ATTN: Heena Patel FAX: (713) 651-0001
AGENCY: Victor O. Schinnerer & Co., Inc. BINDER CONFIRMATION ID: 6585327
POLICY #: CTW002315

Dear Heena,

We are pleased to confirm the following coverage that has been bound by the carrier shown below. Please note that this binder confirmation is based on the coverage, terms and conditions listed below, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this binder confirmation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms confirmed below and those terms originally requested. THIS COVERAGE MAY NOT BE BOUND WITHOUT A FULLY EXECUTED BROKERAGE AGREEMENT.

Insured Name: City of Texas City
1801 9th Avenue North,
Texas City, TX 77592

Catalytic Carriers: Underwriters at Lloyd's - Contract Facilities (A XV) – Pol # LWH001934
Safety Specialty Insurance Company (A+ XIV) – Pol # SSW000835
StarStone Specialty Insurance Co. (A- XI) – Pol # STW000497

Term: 8/2/2018 to 8/2/2019

TIV: \$27,508,564 Breakdown as follows
\$24,708,564 Real Property
\$2,050,000 Business Personal Property
\$250,000 Outdoor Trees & Shrubs
\$500,000 Business Income & Extra Expense

Locations Covered: Per Schedule of Values on file with this Company

Interests Covered: Real Property
 Business Personal Property
 Business Income with Extra Expense

Perils Covered: Windstorm/Hail Excluding Flood and Earth Movement

Limit of Liability: \$27,508,564 Per Occurrence - Coverage is Scheduled / Not Blanket

Sublimits: \$50,000 Accounts Receivable
\$100,000 Debris Removal Additional Expense
\$50,000 Electronic Data
\$100,000 Fine Arts, further limited to \$10,000 per occurrence any one item
\$15,000 Limited Coverage for "Fungus", Wet Rot, Dry Rot and Bacteria
Included Ordinance or Law Coverage A
\$250,000 Ordinance or Law Coverage B + C combined
\$50,000 Pollutant Clean - Up and Removal
\$25,000 and 30 Days - Preservation of Property
\$5,000 Property in Transit
\$50,000 Valuable Papers

\$250,000 Outdoor Property, further limited to \$1,000 per occurrence any one item
\$100,000 Wind Driven Rain

Deductibles: \$400,000 Per Occurrence

Valuation: Replacement Cost
Actual Loss Sustained

Coinsurance: NIL
1/6th Monthly Limit of Indemnity

Forms: Coverage is per the policy form currently in use by the insurer indicated above with the following additional forms:

CAT7000 - Declarations Page
IL P 001 - US Treasury Notice OFAC
CAT7101 - Participation Page
CATAMEND-LW - Lloyds Amendatory Endorsement
CAT7107 - Schedule of Forms
CP 00 10 - Building and Personal Property Coverage Form
CAT7007 - Causes of Loss Windstorm or Hail Only
CAT7074 - Accounts Receivable Coverage Form
CAT7092 - Additional Sublimits
CAT7061 - Amendment of Cancellation Provisions
CAT7005 - Asbestos Material Endorsement
CP 00 30 - Business Income (And Extra Expense) Coverage Form
CAT7010 - Coinsurance
CAT7011 - Common Policy Conditions
CAT7106 - Cyber Risk Exclusion
CAT7034 - Earth Movement Exclusion
CAT7015 - EIFS or Dryvit Exclusion
CAT7103 - Electronic Data Endorsement B
CAT7014 - Electronic Date Recognition Exclusion
CAT7043 - Equipment Breakdown Exclusion
IL 09 35 - Exclusion of Certain Computer Related Losses
IL 09 53 - Exclusion of Certified Acts of Terrorism
CP 01 40 - Exclusion of Loss Due to Virus or Bacteria
CAT7035 - Flood Exclusion
CAT7070 - Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
CAT7016 - Minimum Earned Premium
CAT7065 - Monthly Limit of Indemnity
CP 81 33 - Nuclear Biological Chemical and Radiological Hazards Exclusion
CAT7019 - Occurrence Limit of Liability
CAT7052 - Ordinance or Law Coverage Sublimits
CAT7021 - Permission for Excess Insurance
CAT7022 - Pre-Existing Damage Exclusion
CATAMEND-SSI - Safety Specialty Amendatory Endorsement
CAT7102 - Seepage Pollution and Contamination Exclusion
CATAMEND-SSIC - Starstone Amendatory Endorsement
LMA9080B - Texas Complaints Notice
LMA9079 - Texas Surplus Lines Notice
CAT7053 - Toxic Drywall Exclusion
CAT7032 - Toxic Materials
CAT7075 - Valuable Papers Coverage
CAT7104 - War and Civil War Exclusion Clause
CAT7088 - Wind Driven Rain Endorsement

Terms & Conditions: -No Flat Cancellations
-60 Day Notice of Cancellation, except 10 days for nonpayment of premium or material misstatement
-Fees are fully earned and nonrefundable
-Nonpayment of premium(s) is considered insured's request to cancel - Requested cancellations are subject to short-rate calculations and severe penalties
-Limits are specific per the Schedule of Values on file with the Company, NOT blanket
-This insurance is subject to the terms, conditions, limitations of the policy(ies) in current use by the Insurance Company and the endorsement(s) required by the

Underwriter

- If a Named Storm is in existence, binding or increase in coverage is not allowed without approval of the underwriter
- 35% Minimum Earned Premium; effective 11/30/2018 premium is 100% Earned

Conditions:

- Catalytic will issue its own forms, including our mandatory endorsements as applicable. We will issue our form within 30 days of binding if not earlier.
- Signed and dated first two pages of Acord application.
- Signed and dated schedule of values (SOV) within 30 days of binding.
- Signed and dated TRIA acceptance or rejection letter.
- This policy will exclude any loss or damage directly or indirectly caused by, resulting from or contributed to by any pre-existing damage to any covered property, at the time of the loss.
- Losses: per loss runs on file, subject to no losses in the past 5 years
- Occupancy: Municipality

CRC to file all applicable Surplus Lines Taxes & Fees

Premium:	\$135,000.00
TRIPRA Status:	REJECTED
MGA Fee	\$400.00
Policy Fee	\$750.00
Broker Fee	\$10,125.00
Surplus Lines Tax:	\$7,094.34
Stamping Office Fee:	\$219.41
Grand Total:	\$153,588.75

Figure: 28 TAC §1.601(a)(3):

I IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

2 You may contact your (title) at (telephone number).

Puede comunicarse con su (title) al (telephone number).

3 You may call (company)'s toll-free telephone number for information or to make a complaint at:

Usted puede llamar al numero de telefono gratis de (company)'s para informacion o para someter una queja al:

44-207-327-1000

44-207-327-1000

4 You may also write to (company) at:

Usted tambien puede escribir a (company):

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

1-800-252-3439

6 You may write the Texas Department of Insurance:
P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

Puede escribir al Departamento de Seguros de Texas:
P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

7 **PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

8 **ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Guaranty Fund Nonparticipation Notice

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Agent: CRC Insurance Services, License #18530

Address: 1 Metroplex Drive, Suite 400, Birmingham, AL 35209



10375 Richmond Ave. Suite 500 Houston, TX 77042 Phone: 888-728-7235 Fax: 713-532-4121

CONFIRMATION OF COVERAGE BOUND (BINDER CONFIRMATION)

DATE: Jul 30, 2018
ATTN: Heena Patel
AGENCY: Victor O. Schinnerer & Co., Inc.
POLICY #: 18N3127700154
FAX: (713) 651-0001
BINDER CONFIRMATION ID: 6892955

Dear Heena,

We are pleased to confirm the following coverage that has been bound by the carrier shown below. Please note that this binder confirmation is based on the coverage, terms and conditions listed below, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this binder confirmation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms confirmed below and those terms originally requested. THIS COVERAGE MAY NOT BE BOUND WITHOUT A FULLY EXECUTED BROKERAGE AGREEMENT.

Insured Name: City of Texas City
1801 9th Avenue North,
Texas City, TX 77592

Carrier: Lloyd's of London

Term: 8/2/2018 to 8/2/2019

TIV: \$27,508,564 Breakdown as follows
\$24,708,564 Real Property
\$2,050,000 Business Personal Property
\$250,000 Outdoor Trees & Shrubs
\$500,000 Business Income & Extra Expense

Locations Covered: Per Schedule of Values on file with this Company

Interests Covered: Real Property
 Business Personal Property
 Business Income with Extra Expense

Perils Covered: Wind and Hail Only

Limit of Liability: Difference between \$400,000 Each Occurrence and \$25,000 Each Occurrence
Maximum Recoverable \$375,000 Each Occurrence

Forms: AEGIS London Deductible Buyback

Terms & Conditions: -No Flat Cancellations
-100% Minimum Earned Premium
-60 Day Cancellation except 10 days for non-payment of premium
-Fees are fully earned and nonrefundable
-Nonpayment of premium(s) is considered insured's request to cancel - requested cancellations are subject to short-rate calculations and severe penalties

Specific Conditions:

-Overlying Deductible is \$400,000 Per Occurrence
-Law and Jurisdiction: This Policy shall be governed by the laws of the State of TX and

subject to the jurisdiction of a court of competent jurisdiction within the United States of America, as determined in accordance with the provisions of Condition K of Section III of this Policy.
-Service of Suit: Mendes & Mount LLP, 750 Seventh Avenue, New York, NY 10019-6829

CRC to file all applicable Surplus Lines Taxes & Fees

Premium:	\$31,813.00
Policy Fee	\$500.00
Broker Fee	\$2,385.00
Surplus Lines Tax:	\$1,682.85
Stamping Office Fee:	\$52.05
Grand Total:	\$36,432.90

Figure: 28 TAC §1.601(a)(3):

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Puede comunicarse con su (title) al (telephone number).

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Usted puede llamar al numero de telefono gratis de (company)'s para informacion o para someter una queja al:

44(0)20.7327.1000

44(0)20.7327.1000

4 You may also write to (company) at:

Usted tambien puede escribir a (company):

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

1-800-252-3439

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Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

7 **PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Guaranty Fund Nonparticipation Notice

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Agent: CRC Insurance Services, License #18530

Address: 1 Metroplex Drive, Suite 400, Birmingham, AL 35209

CITY COMMISSION REGULAR MTG

(7) (f)

Meeting Date: 08/15/2018

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 18-079, Authorizing the sale of City property on the north side of the 200 block of Dike Road to an independent foundation (the Texas City Economic Development Corporation) in accordance with State Law. (City Secretary)

BACKGROUND

See comments and attachments above under public hearings for the information on this item.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 18-079

A RESOLUTION APPROVING THE SALE OF PROPERTY TO THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION (TCEDC). PROPERTY IS DESCRIBED 1.34 +/- ACRES TO THE WEST AND NORTH OF 290 DIKE ROAD, TEXAS CITY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, it is the charge of Texas City Economic Development Corporation (TCEDC) to economically develop the City of Texas City, and has supported a study (The Livable Center Study) that promotes development near the Texas City Dike. This sale facilitates future opportunities for the property described as 1.34 +/- acres to the west and north of 290 Dike Road; and

WHEREAS, a public hearing was held to allow the opportunity to the public for input and to clearly identify the intent of the sale; and

WHEREAS, a general discussion was held concerning the approval of the sale for the above said property; and

WHEREAS, the sale is contingent upon a development agreement with Mark McKim (developer) that is in accordance with the Livable Center Study.

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

SECTION 1: That the City Commission approves the sale of property described as 1.34 +/- acres to the west and north of 290 Dike Road to the City Economic Development Corporation (TCEDC)

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

PASSED AND ADOPTED this 15th day of August 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) (g)

Meeting Date: 08/15/2018

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 18-080, authorizing the Mayor to enter into an agreement with Gallagher to provide insurance brokerage and consultation services and rescind Resolution 18-045 authorizing Mayor to enter an agreement with Aon for the same. (Human Resources)

BACKGROUND

In May the City Commission authorized the mayor to commencement negotiations and enter into an agreement with the Health Insurance Broker to act as a consultant. The firm originally at the top of the list of capable Brokers who submitted proposals was Aon. Unfortunately, we were unable to come to terms and since has met with Gallagher Services who we are confident we can come to terms with. This item will authorize the Mayor to finalize and enter into an agreement with Gallagher and rescind the original resolution that authorized the Mayor to enter into an agreement with Aon. The cost will be less, but the guarantee not as great. The Annual cost would be \$55,000 plus a employee health assistance system and possibly GASB assistance.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 18-080

A RESOLUTION AUTHORIZING THE MAYOR PRO-TEM TO ENTER INTO AN AGREEMENT WITH GALLAGHER TO PROVIDE INSURANCE BROKERAGE AND CONSULTATION SERVICES FOR THE CITY OF TEXAS CITY AND RESCIND RESOLUTION NO. 18-045 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AON FOR THE SAME; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Gallagher has submitted a Brokerage Service Agreement to provide employee benefit plan brokerage, consulting services, and an employee health assistance system for the City; and

WHEREAS, the annual cost will initially be \$55,000.00 per year, for the first two (2) years for employee benefit plan brokerage, consulting services and an employee health assistance system, plus additional services no to exceed \$25,000.00; and

WHEREAS, Resolution No. 18-045 with Aon will be rescinded upon approval of Resolution No. 18-080 with Gallagher for the same 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 Gallagher to provide employee benefit plan brokerage, consulting services and an employee health assistance system , for a total cost of \$55,000.00 annually, plus additional services no to exceed \$25,000.00 as set out in the Agreement attached hereto as **Exhibit "A"**, and made a part hereof.

SECTION 2: That the City Commission, with the passage of Resolution 18-080, hereby rescinds Resolution No. 18-045 with Aon for the same services.

SECTION 3: That the Mayor is hereby authorized to enter into an Agreement for Brokerage Services with Gallagher.

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

PASSED AND ADOPTED this 15th day of August 2018.

Phil Roberts, Mayor Pro-Tem
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) (h)

Meeting Date: 08/15/2018

RFQ 2018-350 HMA Grant Assistance-Engineering

Submitted For: Debbie Gurka, Administration

Submitted By: Debbie Gurka,
Administration

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 18-081, approving contract for RFQ No. 2018-350 HMA Grant Assistance-Engineering. (Purchasing)

BACKGROUND

On 6/20/2018 GrantWorks was awarded the contract for the HMA Grant Services Management. As part of the management services GrantWorks e-mailed vendors the 2018-350 HMA Grant Assistance-Engineering proposal packet to multiple Engineering Firms on July 20, 2018.

The received proposal packets were reviewed by the Selection Review Committee on July 30th and July 31st of 2018.

ANALYSIS

The responsible party meeting all specifications and scoring the highest on the proposal rating sheets was ARKK Engineers, LLC.

It is the recommendation of the Selection Review Committee to award 2018-350 HMA Grant Assistance-Engineering Contract to ARKK Engineers, LLC. of Houston, Texas. TX PE Firm No 13872

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution No. 18-081

Letter of Recommendation

RESOLUTION NO. 18-081

A RESOLUTION AWARING REQUEST FOR QUALIFICATIONS (RFQ) 2018-350 HAZARD MITIGATION GRANT ASSISTANCE - ENGINEERING TO ARKK ENGINEERS, LLC; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on June 20, 2018, the City Commission of the City of Texas City approved to enter into a contract with GrantWorks to provide Hazard Mitigation Assistance (HMA) Grant Service Management; and

WHEREAS, on July 20, 2018, GrantWorks emailed vendors the 2018-350 HMA Grant Assistance - Engineering proposal packet. The received proposals were reviewed by the City's Selection Review Committee on July 30th and July 31st of 2018.

WHEREAS, the responsible party meeting all specifications and scoring the highest on the proposal rating sheets was ARKK Engineers, LLC, of Houston, Texas.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, award RFQ No. 2018-350 HMA Grant Assistance - Engineering to ARKK Engineers, LLC, of Houston, Texas.

SECTION 2: That any and all contracts or commitments made with the above-named service provider are dependent on the successful negotiation of a contract with the service provider.

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

PASSED AND ADOPTED this 15th day of August 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 OF TEXAS CITY

PURCHASING DEPARTMENT • OFFICE (409) 643-5950 • FAX (409) 942-1073



Mayor:
Matthew T. Doyle

Commissioners:
Phil Roberts
Bruce Clawson
Earl Alexander
Abel Garza Jr.
Dorthea Jones
Jami Clark

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

Dear Mr. Yaquinto,

Re: **Letter of Recommendation for the City of Texas City 2018-350 HMA Grant Assistance-Engineering and 2018-357 CDBG- DR Grant Engineering/Architectural/Surveying**

After reviewing the submitted proposals for the HMA Grant Assistance Engineering and the CDBG-DR Grant Engineering/Architectural/Surveying received 7/30/2018 the City of Texas City Selection Review Committees recommends awarding:

ARKK Engineers, LLC
7322 Southwest Freeway
Suite 1040
Houston, TX 77074

2018-350 HMA Grant Assistance-Engineering
Rating Sheet Totals

1. ARKK Engineers, Inc.----- 385
2. Arceneaux Wilson & Cole----- 340
3. John D. Mercer----- 325

2018-357 CDBG-DR Grant Engineering/Architectural/Surveying
Rating Sheet Totals

1. ARKK Engineers, Inc.----- 482
2. John D. Mercer----- 433
3. Amani Engineers----- 410

A copy of the rating sheets are attached.

Thank you,

Debbie Gurka
Purchasing Clerk

"QPS-Quality Public Service"

1801 9th Avenue North • P.O. Drawer 2608 • Texas City, Texas 77592-2608

<http://www.texas-city-tx.org>

CITY COMMISSION REGULAR MTG

(7) (i)

Meeting Date: 08/15/2018

Bid # 2018-056 - Liquid Asphalt Transport Load Annual Contract

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. 18-082, approving Bid No. 2018-056 Liquid Asphalt - Transport Load. (Public Works)

BACKGROUND

Bids were opened Wednesday, August 1, 2018 at 2 p.m.. The low responsible bid meeting all of the specifications was received from Cleveland Asphalt Products, Inc.. A bid tabulation is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to award Bid # 2018-056 Liquid Asphalt - Transport Load Annual Contract to Cleveland Asphalt Products, Inc., and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution No. 18-082

Exhibit A

RESOLUTION NO. 18-082

A RESOLUTION APPROVING BID NUMBER 2018-056 LIQUID ASPHALT - TRANSPORT LOAD ANNUAL CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, bids were made available on July 17, 2018, to local area vendors for Bid No. 2018-056 Liquid Asphalt - Transport Load Annual Contract; and

WHEREAS, bids were opened August 1, 2018, at 2p.m. The low responsible bid meeting all the specifications was received from Cleveland Asphalt Products, Inc.; and

WHEREAS, the Public Works Department recommends that Bid No. 2018-056 Liquid Asphalt - Transport Load Annual Contract be awarded to Cleveland Asphalt Products, Inc. of Shepherd, Texas.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby awards Bid No. 2018-056 Liquid Asphalt - Transport Load Annual Contract to Cleveland Asphalt Products, Inc.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Cleveland Asphalt Products, Inc. for the respective unit prices bid in **Exhibit "A"** attached hereto 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 15th day of August 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

BID TABULATION

2018-056 LIQUID ASPHALT – TRANSPORT LOAD

Bid Opening: Wednesday, August 1, 2018 at 2 p.m.

<u>BIDDER</u>	<u>CRS-2</u> Cationic Emulsion 6,000 gallons	<u>SS-1</u> Slow Set Emulsion 10,000 gallons	<u>EAP & T</u> Prime and Tack 10,000 gallons
Cleveland Asphalt Products	\$2.00	\$2.00	\$2.00
Martin Asphalt Company	\$2.08	\$2.08	\$2.58

CITY COMMISSION REGULAR MTG

(7) (j)

Meeting Date: 08/15/2018

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 18-083, amending Resolution No. 18-064 to appoint/ re-appoint Board Members to the Tax Increment Reinvestment Zone One (TIRZ 1) and Largo Mar Development Authority Board. (City Secretary)

BACKGROUND

At the last meeting of the City Commission, the appointment of Rick Wilkenfeld as the County representative and the Chris Doyle as the City representative switching from the opposite in previous years was approve. However, the exhibit did not show Chris Doyle as Chairman of the Lago Mar Development Board to coincide with the TIRZ Board and the TIRZ Board is required to have the City Representative as the Chair. This resolution corrects that so that the TIRZ Board Chair is the same as the Lago Mar Development Board Chair.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 18-083

A RESOLUTION AMENDING RESOLUTION NO. 18-064 TO APPOINT AND/OR REAPPOINT BOARD MEMBERS ON THE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (TIRZ 1) BOARD AND LAGOMAR DEVELOPMENT AUTHORITY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on December 20, 2006, the City Commission adopted Ordinance No. 06-45 creating and designating a reinvestment zone identified as Reinvestment Zone Number One (TIRZ 1); and

WHEREAS, on July 18, 2007, the City Commission approved Resolution No. 2007-084 creating Lago Mar Development Authority, a local government corporation to aid and assist the City in the promotion of the common good and general welfare of the area in and around Reinvestment Zone Number One; and

WHEREAS, the Board of Directors for TIRZ 1 consists of a seven-member panel; and

WHEREAS, according to Article II, Section 1. of the By-Laws of the Lago Mar Development Authority, appointments to the TIRZ 1 Board automatically constitutes appointment to the Lago Mar Development Authority Board; and

WHEREAS, the City Commission deems it in the best interest of the City to appoint and/or reappoint board members to Tax Reinvestment Zone Number One and Lago Mar Development Authority.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby appoints and/or reappoints the individuals named on the attached **Exhibit "A"**, attached hereto and incorporated herein 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 15th day of August 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

STATE OF TEXAS
PUBLIC
COUNTY OF GALVESTON

§
§

CERTIFICATE TO COPY OF
RECORD

I hereby certify, in the performance of the functions of my office, that the attached instrument is a full, true and correct copy of Resolution No. 18-083 as the same appears of record in my office and that said document is an official record from the public office of the City Secretary of the City of Texas City, Galveston County, State of Texas, and is kept in said office.

I further certify that I am the City Secretary of the City of Texas City and that I have legal custody of said record(s), and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 15th day of August 2018.

Signature

City Secretary
Title

Galveston County, State of Texas
County, State of Texas

EXHIBIT "A"

Tax Reinvestment Zone Number One
Board of Directors

Position	Name	Term Ends
1. COTC- Chairman	Chris Doyle	9/30/2019
2. COM	Kyle Dickson	9/30/2020
3. COTC	James Torres	9/30/2019
4. COTC	Carlos Garza	9/30/2020
5. G.County	Rick Wilkenfeld	9/30/2019
6. COTC	Genie Jennings	9/30/2020
7. G.County	Stephen Holmes	9/30/2019

Lago Mar Development Authority
Board of Directors

Position	Name	Term Ends
1. COTC- Chairman	Chris Doyle	9/30/2019
2. COM	Kyle Dickson	9/30/2020
3. COTC	James Torres	9/30/2019
4. COTC	Carlos Garza	9/30/2020
5. G.County	Rick Wilkenfeld	9/30/2019
6. COTC	Genie Jennings	9/30/2020
7. G.County	Stephen Holmes	9/30/2019

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 08/15/2018

Ordinance to grant 15' variance to Subdivision Ordinance Requirement

Submitted For: Jean Vincent, Transportation and Planning

Submitted By: Jean Vincent, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. 18-17, approving a 15' variance to the 60' width requirement for a flag lot as required by Section 159.050 D(2) of the Subdivision Ordinance.

BACKGROUND

Sharon McDaniels came before the Planning Board on August 6, 2018 to request a 15' variance to the 60' ROW requirement for a flag lot. After hearing all the information the Planning Board unanimously recommends approval of the variance.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

Exhibits

Aerial Map

ORDINANCE NO. 18-17

AN ORDINANCE GRANTING A 15' VARIANCE TO THE 60' WIDTH REQUIREMENT FOR A FLAG AS REQUIRED BY THE CITY OF TEXAS CITY'S SUBDIVISION ORDINANCE SECTION 159.050 D(2); DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Section 150.050 D (2) "Street Frontage" of **The City of Texas City Code** provides that: "The minimum width of the flag lot shall be 60 feet. The main structure of the flag lot shall be served by a paved drive of sufficient width and appropriate design so as not to deter access by emergency vehicles or any other public services;" and

WHEREAS, Sharon McDaniels came before the Planning Board on August 6, 2018, to request a 15 foot variance to the 60 foot Right-Of-Way requirement for a flag lot described as "Parcel Sale/ 7202 Wetzel Road;" and

WHEREAS, it is the recommendation of the Planning Board to grant this variance.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby grants a variance to Sharon McDaniels for a 15 foot variance to the 60 60 foot Right-Of-Way requirement for a flag lot described as "Parcel Sale/ 7202 Wetzel Road.

SECTION 2: The findings of the City Commission, together with the specific facts upon which the findings are based, shall be incorporated into the official minutes of the Commission meeting at which the variance is granted.

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

SECTION 4: That this Ordinance shall be passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 15th day of August 2018.

Phil Roberts, Mayor Pro-tem
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn
City Secretary

Russell F. Plackemeier
City Attorney

June 22, 2018

City of Texas City
Inspection Office
Mr. Doug Kneupper/Director

Re: Parcel Sale/7202 Wetzel Road
Easement Variance Request

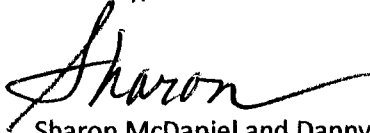
Dear Mr. Kneupper,

Pursuant to our conversation this morning, attached is the requested drawing with pictures and measurements indicating our dilemma in offering the back parcel of our land for sale. As I mentioned this sell would include approximately 4 acres, and as the pictures and drawing indicate the 60 foot easement requirement would encumber outbuildings; the tool shed and well house on either side already situated on the property.

As I mentioned this morning the sale of the back section is necessary in our effort to downsize the property as our retirement approaches. I humbly ask that you allow us the ability to reduce the easement in the amount of 15 feet, and require only a 45 foot easement access to Wetzel road. The proposed easement is located on the north side of the property and is so marked.

Thank you so much for talking with me and I would appreciate your consideration in approving this request at your earliest convenience. If you should have questions please don't hesitate to give me a call at 281-910-3656, and I look forward to hearing from you with your approval so that I may move forward with the survey and sale.

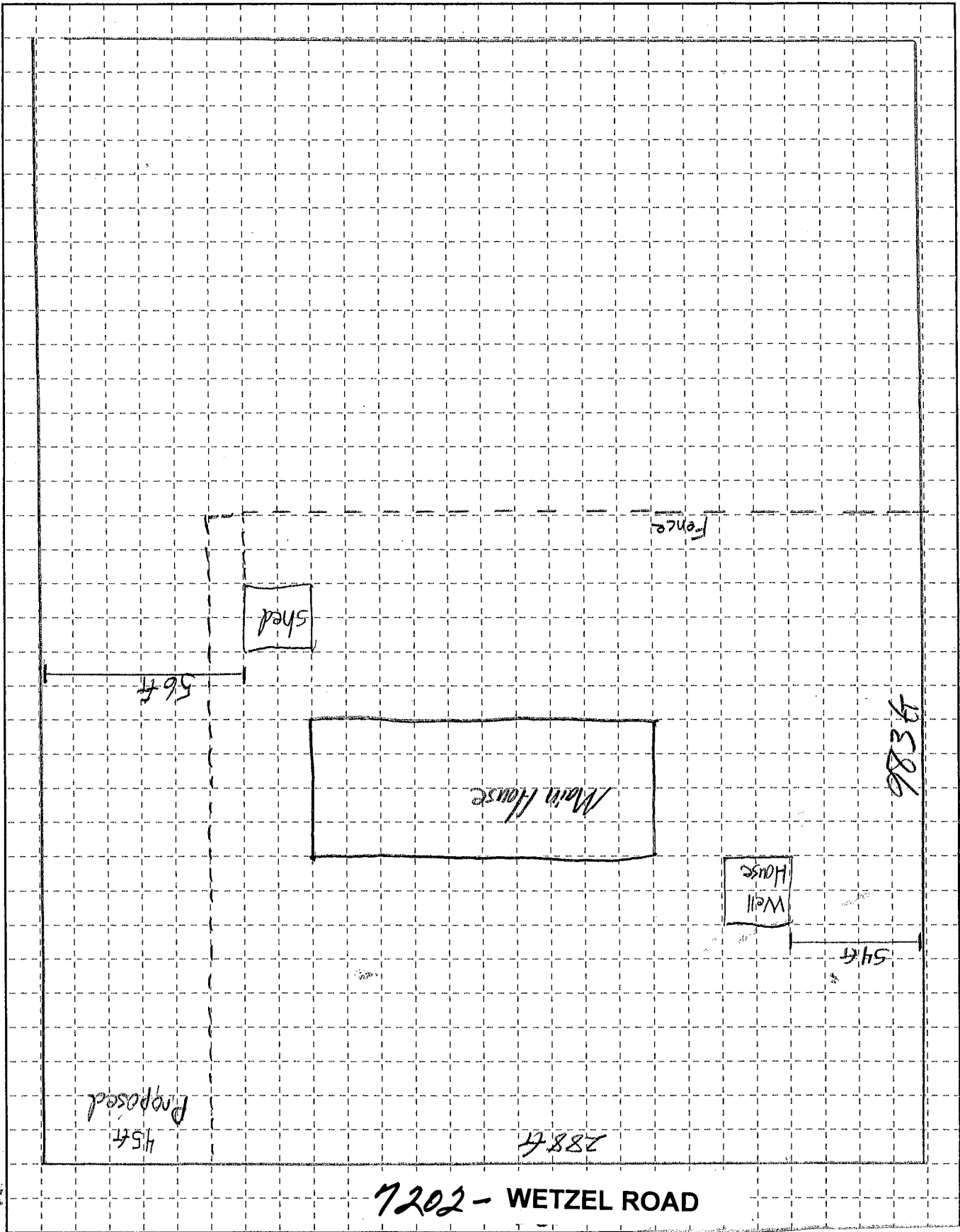
Sincerely,



Sharon McDaniel and Danny McDaniel-Owners

Smcd23@comcast.net

281-910-3656



7202 - WETZEL ROAD

Proposed
45ft

288ft

56ft

54ft

9386


Fence

Shed

Main House

Well House

Memo

To: Planning Board
From: Doug Kneupper 
CC:
Date: 8/1/2018
Re: Request for Variance to Subdivision Ordinance for Flag Lot


Background: Section 159.050 D (2) of the Subdivision Ordinance requires a minimum 60' width for access to flag lots. The main structure of the flag lot shall be served by a paved drive of sufficient width and appropriate design to not deter access by emergency vehicles or other public services.

Staff Analysis / Recommendation:

The applicant is requesting a 15' variance to the 60' width requirement and has submitted a letter along with exhibits explaining the reason for the variance. The applicant stated there are existing buildings that would not allow compliance with the 60' width requirement.

After review of all the information submitted by the applicant, the Staff has no objection to granting the variance.

Legend

 7202 Wetzel Rd

 7202 Wetzel Rd

Google Earth

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1000 ft