

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, OCTOBER 3, 2018 - 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM - CITY HALL  
1801 9th Ave. N.  
Texas City, TX 77590

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

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) PROCLAMATIONS AND PRESENTATIONS
  - (a) National Physical Therapy Month
- (5) REPORTS
  - (a) Aquatic Program (Recreation and Tourism)
- (6) PUBLIC HEARING
  - (a) First Public Hearing of Annexation (City Secretary)
  - (b) Hollie Kleitz/Quasar Group request to rezone from "A" (Single Family Residential) to "C" (Multi-Family Residential) to construct apartments and townhomes. Being a 9.4 acre tract out of Lots 9,11 of the Waterman's S/d. Located at 3210 Gulf Freeway.
- (7) PRELIMINARY ZONING APPROVAL
  - (a) Hollie Kleitz/Quasar Group requests to rezone property from "A" (Single Family Residential) to "C" (Multi-family Residential) to construct apartments and townhomes.
- (8) CONSENT AGENDA

- (a) Approve City Commission Minutes for September 19, 2018 meeting. (City Secretary)
  - (b) Consider and take action on Resolution No. 18-099, approving a revised contract between the Galveston County Health District and the City of Texas City for water pollution and abatement services. (Public Works)
  - (c) Consider and take action on Resolution No. 18-100, authorizing the Mayor to execute a one year agreement between the County of Galveston and the City of Texas City for Mutual Aid. (Fire Department)
- (9) REGULAR ITEMS
- (a) Consider and take action on Ordinance No. 18-28, reducing the speed limit along Interstate 45 during construction, at the request of TxDot. (City Engineer)
  - (b) Consider and take action on the Scrivener's Error in Ordinance No. 18-22 to amend the City of Texas City's 2017/2018 fiscal year budget to transfer funds from the General Fund to the Capital Equipment Replacement Fund. (Finance)
  - (c) Consider and take action, by record vote, on the Scrivener' Error in Ordinance No. 18-27, levying an ad valorem tax for the year 2018 for the City of Texas City. (Finance)
- (10) PUBLIC COMMENTS
- (11) MAYOR'S COMMENTS
- (12) COMMISSIONERS' COMMENTS
- (13) 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 SEPTEMBER 28, 2018, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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Rhomari Jackson, Admin. Assistant for  
James Hartshorn, City Secretary

**CITY COMMISSION REGULAR MTG**

**(4) (a)**

**Meeting Date:** 10/03/2018

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

National Physical Therapy Month

**BACKGROUND**

Sharon Deshotel – from Mainland Medical Center will be here to accept from Mayor

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(6) (a)**

**Meeting Date:** 10/03/2018

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

First Public Hearing of Annexation (City Secretary)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

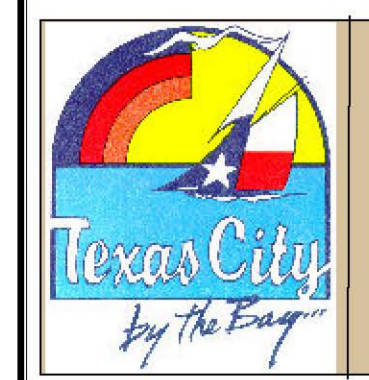
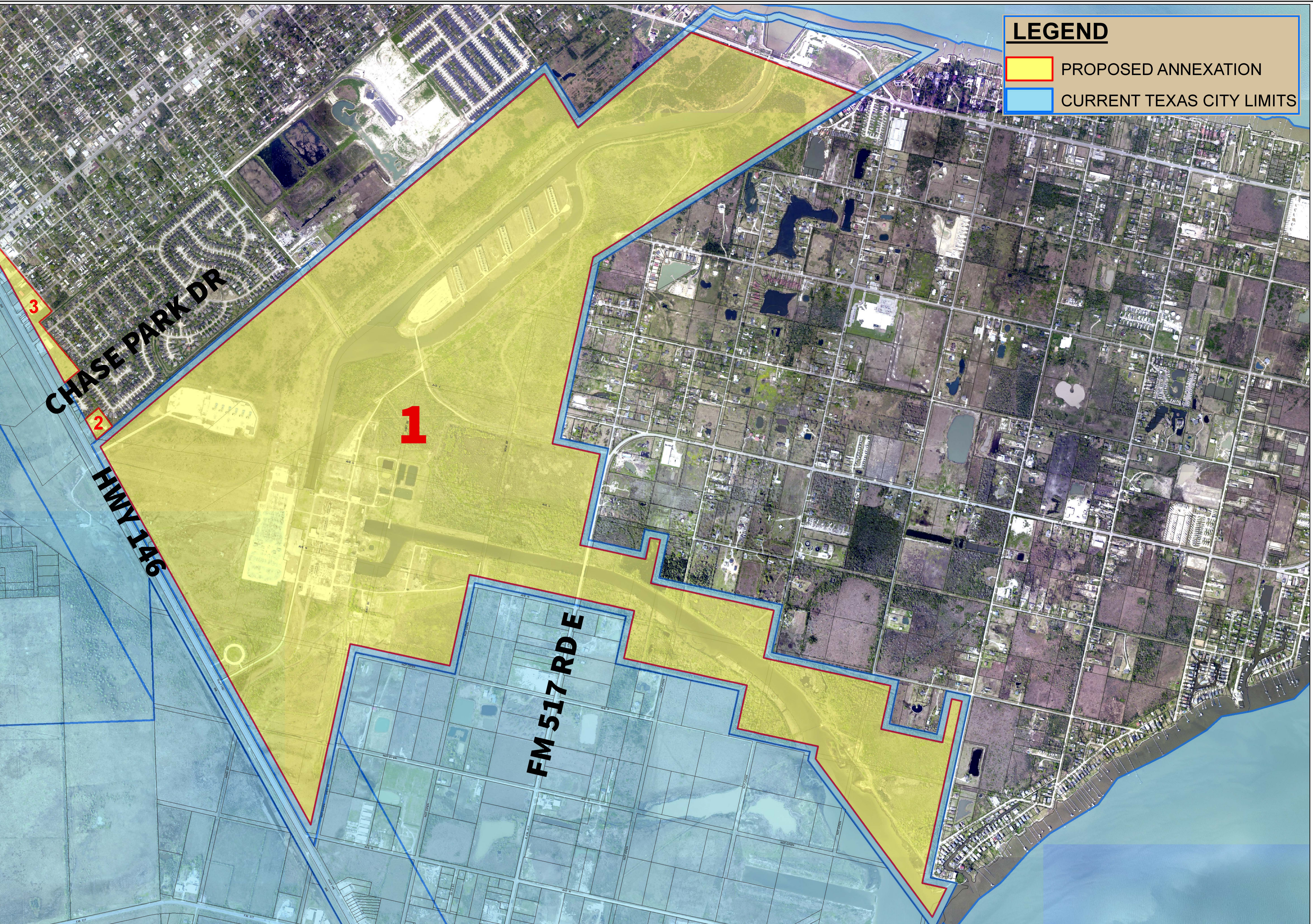
Map 1

Map 2 & 3

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**LEGEND**

- PROPOSED ANNEXATION
- CURRENT TEXAS CITY LIMITS



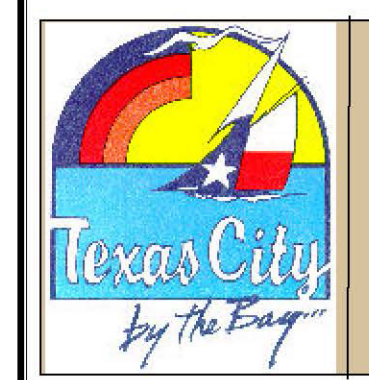
**PROPOSED TEXAS CITY ANNEXATION  
TRACT # 1**

Public Works  
GIS  
AUG. 28, 2018



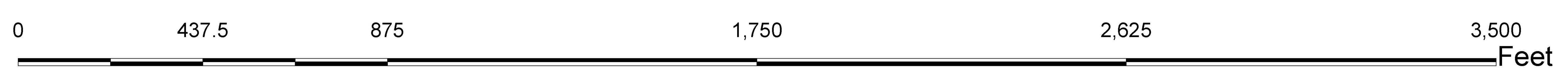
**LEGEND**

- PROPOSED ANNEXATION
- CURRENT TEXAS CITY LIMITS



**PROPOSED TEXAS CITY ANNEXATION  
TRACT # 2 & 3**

Public Works  
GIS  
SEPT. 4, 2018



**CITY COMMISSION REGULAR MTG**

**(6) (b)**

**Meeting Date:** 10/03/2018

Rezoning Public Hearing Hollie Kleitz/Quasar Group

**Submitted For:** Jean Vincent, Transportation and Planning

**Submitted By:** Jean Vincent, Transportation and Planning

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Hollie Kleitz/Quasar Group request to rezone from "A" (Single Family Residential) to "C" (Multi-Family Residential) to construct apartments and townhomes. Being a 9.4 acre tract out of Lots 9,11 of the Waterman's S/d. Located at 3210 Gulf Freeway.

**BACKGROUND**

This request came before the Zoning Commission for a Public Hearing on September 4, 2018. There was no opposition to the proposed re-zoning and after hearing all pertinent information the request was granted unanimous approval by the Commission. It is now ready for consideration by the City Commission.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Staff report

Zoning minutes

Zoning exhibits

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# Memo

To: Zoning Commission  
From: Doug Kneupper, City Engineer  
Date: August 29, 2018  
Re: C-Multi-Family Residential Zoning for First Baptist Church (3210 Gulf Freeway)

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**Background:** First Baptist Church Texas City owns 9.40 acres of developed and undeveloped property on the east side of the Gulf Freeway at 32<sup>nd</sup> Ave. The developed part of the property has two single-story buildings with a large parking area and has been used as the church's Mainland Christian Academy. The applicant, Quasar GP, LLC intends to develop the property into multi-family residential with a limited area of townhomes. To be able to utilize the property in this manner, a zone change is needed from the current A, Single-Family Residential to C, Multi-Family Residential.

The Land Use Plan shows this area as being "Activity Corridor". This category supports the development of higher density residential. The requested zoning is in accordance with the City's adopted Land Use Plan.

As indicated on the attached zoning map, there are higher intensity uses adjacent to the subject property; Freeway Commercial to the north, and General Business to the south. There is also single-family residential to the east, and existing multi-family residential in the vicinity.

**Analysis / Recommendation:** If approved, the C, Multi-Family Residential zoning could be developed as apartments with a maximum density up to 25 units per acre (this property could yield up to 220 units). Development of this tract would require adherence to city standards with appropriate buffering for the adjacent single-family residential, and adherence to the Gateway Overlay provisions.

City water and sewer are readily available to the site. Drainage can be accommodated by the existing channel maintained by GCDD 2 that is adjacent to the north boundary of this tract. Primary access for this property will be from the Gulf Freeway frontage road with a secondary access from 32<sup>nd</sup> Avenue. All improvements and development of the property will require a Detailed Site Plan to be reviewed by city staff and approved by the Planning Board.

Based on the surrounding land uses, development and zoning, city staff has no objection to the rezoning request for C, Multi-Family Residential.

## ZONING COMMISSION MINUTES

**September 4, 2018**

The Zoning Commission of the City of Texas City met in a regularly scheduled meeting and Public Hearing on Tuesday, September 4, 2018 at 5:15 p.m. Commission members present were: Vice - Chairman Dee Ann Haney, Aric Owens, Bert Dahl and Gary Potter. Staff members present were: George Schonert and Doug Kneupper. Citizens present were: Hollie Kleitz, Avi Elfezouaty and Sheri Williams.

**APPROVAL OF MINUTES:** The minutes from August 7, 2018 were approved on a motion by Gary Potter/Aric Owens. All members present voted aye.

**ITEM NO. 1 Hollie Kleitz/Quasar Group requests to rezone from "A" (Single Family Residential) to "C" (Multi-Family Residential) to construct apartments and townhomes. Being 9.4 acres out of the W.K. Wilson Survey, Lots 9,11, Waterman's S/d. Located at 3210 Gulf Freeway.** Mr. Kneupper provided the background information for this request. He stated this property is owned by First Baptist Church and is partially developed and located on the east side of the Gulf Freeway at 32<sup>nd</sup> Ave. No. The portion of the property that has been developed has two single-story buildings with a large parking area and has been used as the church's Mainland Christian Academy. The applicant, Quasar Group, intends to develop the property into multifamily residential use with a limited area of townhomes. This type of development requires the applicant to change the zoning to "C" (Multi-family Residential). The Land Use Plan indicates this area as being "Activity Corridor" which supports development of higher density residential. This proposed rezoning is in accordance with the City's adopted Land Use Plan. Mr. Kneupper continued by stating there are higher intensity uses adjacent to the subject property. There is Freeway Commercial zoning to the north and General Business developments to the south. He continued stating there is also single family residential developments to the east and existing multi-family residential uses in the vicinity. Mr. Kneupper then indicated that if the rezoning request is approved, the C, multi-family residential zoning could be developed as apartments with a maximum density of up to 25 units per acres. This could potentially yield up to 220 units. Development of this tract would also be required to adhere to the city standards with appropriate buffering for the adjacent single-family residential properties and adherence to the Gateway Overlay provisions. He continued by saying that water and sewer are currently available to this site and drainage can be accommodated by the existing channel maintained by GCDD 2. Mr. Kneupper then stated that primary access for this property will be from the Gulf Freeway frontage road with a secondary access from 32<sup>nd</sup> Avenue. He continued by explaining the proposed turn arounds that will be included in the Gulf Freeway project. All improvements and development of the property will require review and approval from the Planning Board of a Detailed Site Plan. Mr. Kneupper stated that 21 property owners were notified of the rezoning intent and to date no correspondence or phone

calls have been received. Staff has reviewed the rezoning request and considered the surrounding land uses and has no objection to the rezoning request for "C" (Multi-family Residential). **A motion was then made by Gary Potter/Bert Dahl to open the Public Hearing. All members present voted aye and the Public Hearing was opened.** Speaking in favor of the request was Hollie Kleitz, the applicant, who explained that Mr. Kneupper has explained the proposed use very well and she did not have any additional information for input. Mr. Potter asked if she was a representative of the Quasar Group or if she was the owner. She indicated she was one of the owners of the group. Mr. Kneupper stated that in the past other developers have used State funds to construct these type of developments and in return the owners will furnish apartments at a lower rental rate to residents. He indicated that this development would not be part of such a program but would be a market rate development. Vice-Chairman Haney asked if there was anyone to speak against the rezoning. There was no one to speak against the proposal and **a motion was made by Bert Dahl/Gary Potter to close the Public Hearing. All members present voted aye.** Vice-Chair Haney asked if there was any further discussion and there was none. **A motion was then made by Gary Potter/Bert Dahl to approve the request to rezone to "C" (Multi-family Residential). All members present voted aye.**

There was no further business to discuss at this time and **a motion was made by Gary Potter/ Bert Dahl to adjourn. All members present voted aye.**

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Dee Ann Haney, Vice-Chairman



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Doug Kneupper, Secretary



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**Legend**  
📍 3210 Gulf Fwy

3210 Gulf Fwy

Google Earth

© 2018 Google

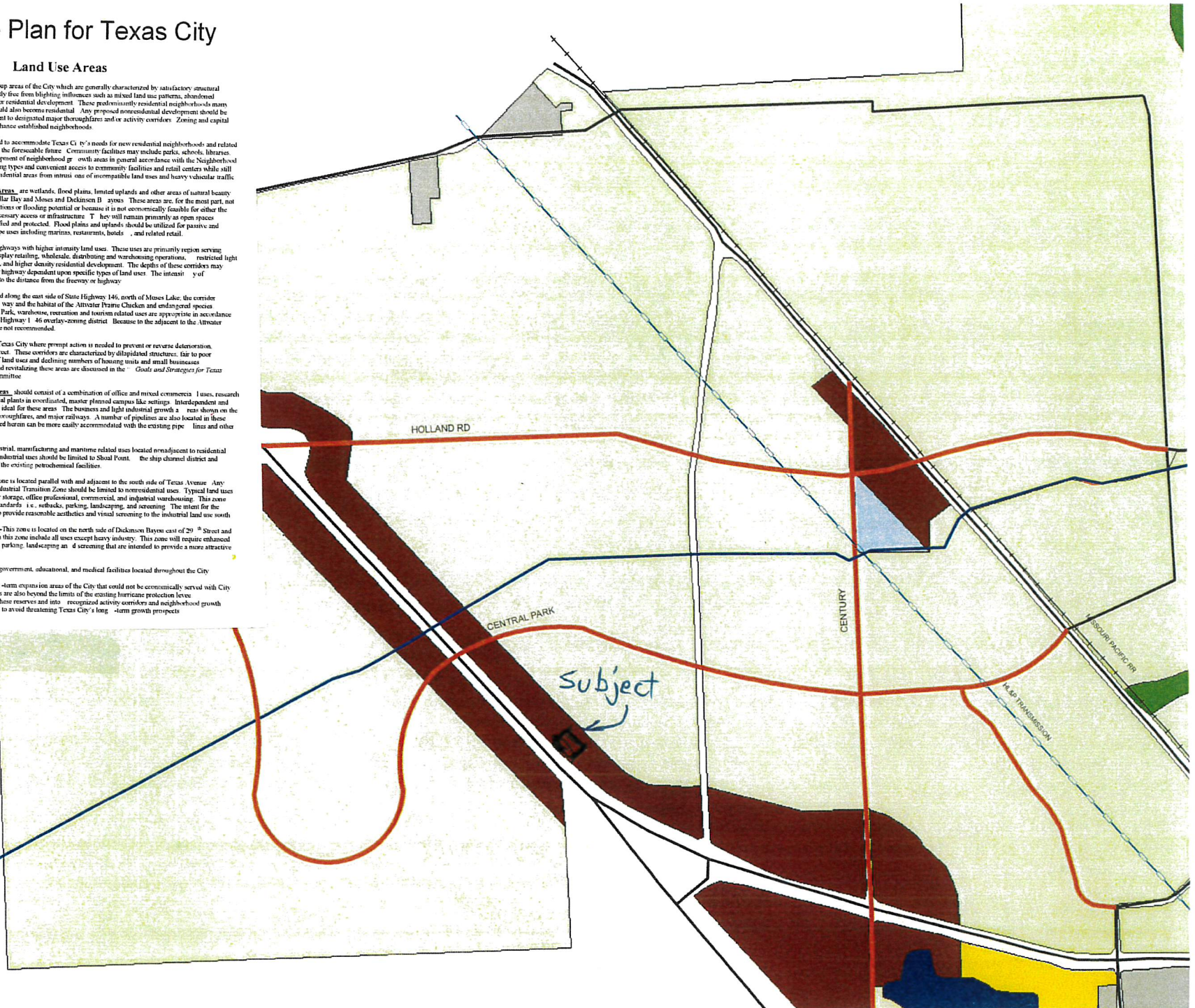
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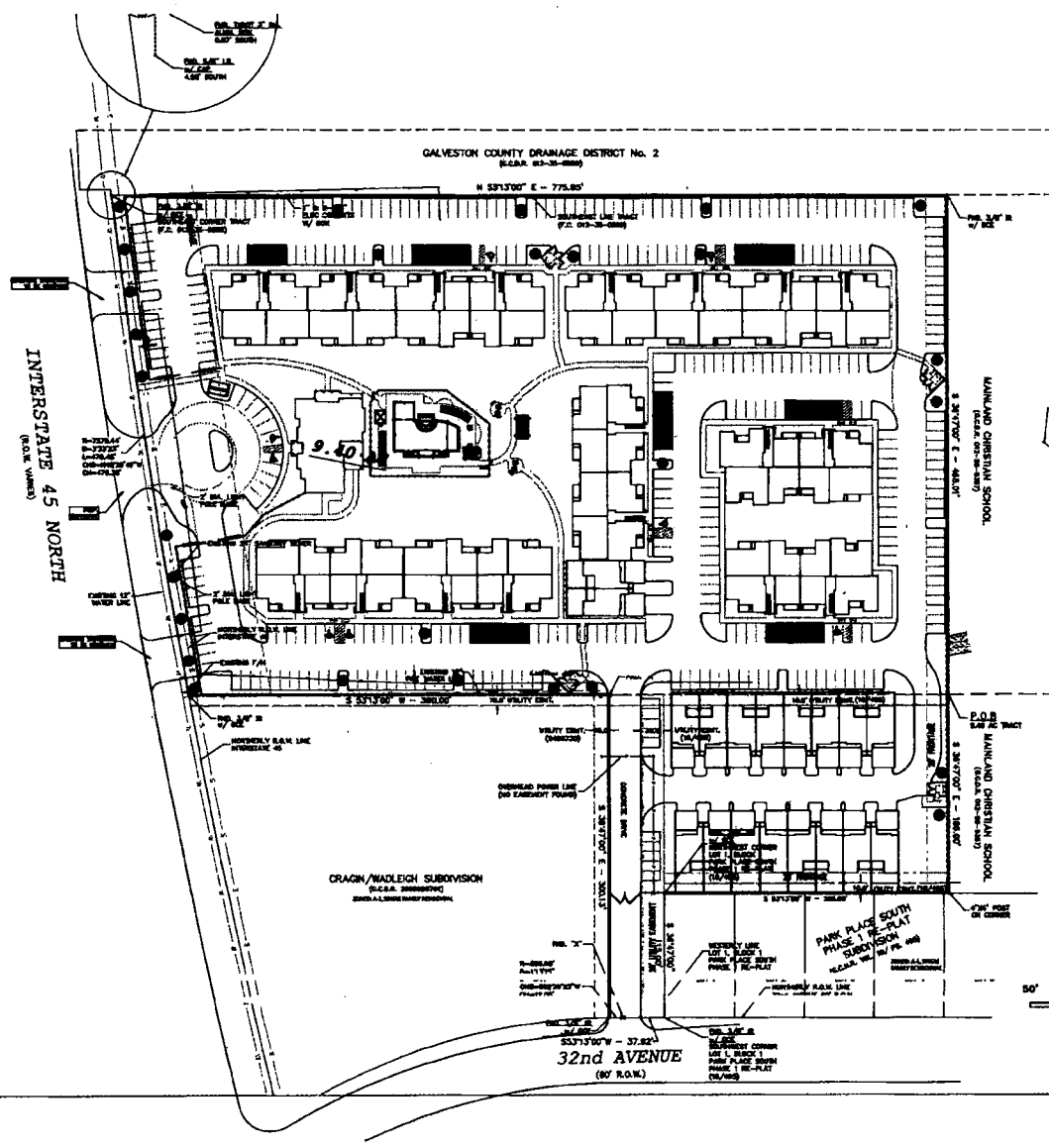
# Land Use Plan for Texas City

## Land Use Areas

- **Established Neighborhoods** are the built-up areas of the City which are generally characterized by satisfactory structural housing conditions and neighborhoods mostly free from blighting influences such as mixed land use patterns, abandoned buildings, and street layouts inappropriate for residential development. These predominantly residential neighborhoods may include some undeveloped tracts which should also become residential. Any proposed nonresidential development should be limited, carefully reviewed, and only adjacent to designated major thoroughfares and activity corridors. Zoning and capital improvement policies should protect and enhance established neighborhoods.
- **Neighborhood Growth Areas** are intended to accommodate Texas City's needs for new residential neighborhoods and retail shopping areas and community facilities for the foreseeable future. Community facilities may include parks, schools, libraries, fire stations, and recreation centers. Development of neighborhood growth areas in general accordance with the Neighborhood Unit Concept allows for a diversity of housing types and convenient access to community facilities and retail centers while still identifying and protecting single-family residential areas from intrusion of incompatible land uses and heavy vehicular traffic.
- **Waterfront Conservation & Recreation Areas** are wetlands, flood plains, limited uplands and other areas of natural beauty adjacent to Galveston Bay, Moses Lake, Dollar Bay and Moses and Dickinson Bayous. These areas are, for the most part, not developable due to environmental considerations or flooding potential or because it is not economically feasible for either the City or private developers to provide the necessary access or infrastructure. They will remain primarily as open spaces. Federally defined wetlands should be identified and protected. Flood plains and uplands should be utilized for passive and Active Park and recreational and tourism type uses including marinas, restaurants, hotels, and related retail.
- **Activity Corridors** parallel freeway and highways with higher intensity land uses. These uses are primarily region serving and include malls, commercial, and open display retailing, wholesale, distributing and warehousing operations, restricted light industry, business offices, hotels and motels, and higher density residential development. The depths of these corridors may vary slightly on either side of the freeway or highway dependent upon specific types of land uses. The intensity of development should decrease in proportion to the distance from the freeway or highway.
- **Low Intensity Activity Corridor** is located along the east side of State Highway 146, north of Moses Lake; the corridor serves as a transition zone between the highway and the habitat of the Atwater Prairie Chicken and endangered species. Limited low intensity commercial, business park, warehouse, recreation and tourism related uses are appropriate in accordance with the development standards of the State Highway 146 overlay-zoning district. Because it is adjacent to the Atwater Prairie Chicken Preserve, residential uses are not recommended.
- **Rehabilitation Corridors** are the areas of Texas City where prompt action is needed to prevent or reverse deterioration, specifically along Texas Avenue and 6<sup>th</sup> Street. These corridors are characterized by dilapidated structures, fair to poor housing conditions, incompatible mixture of land uses and declining numbers of housing units and small businesses. Recommended approaches to conserving and revitalizing these areas are discussed in the "Goals and Strategies for Texas City" report prepared by the Goals 2000 Committee.
- **Business and Light Industrial Growth Areas** should consist of a combination of office and mixed commercial uses, research and development facilities, and light industrial plants in coordinated, master planned campus like settings. Interdependent and complementary businesses and industries are ideal for these areas. The business and light industrial growth areas shown on the Plan are well served by existing freeways, thoroughfares, and major railroads. A number of pipelines are also located in these areas. Planning for the types of uses identified herein can be more easily accommodated with the existing pipeline and other physical conditions.
- **Industrial Areas** provide for intensive industrial, manufacturing and marine related uses located nonadjacent to residential neighborhoods. Future expansion of heavy industrial uses should be limited to Shoal Point. The ship channel district and remaining undeveloped lands to the south of the existing petrochemical facilities.
- **A. Industrial Transition Zone** - This zone is located parallel with and adjacent to the south side of Texas Avenue. Any proposed development within the Industrial Transition Zone should be limited to nonresidential uses. Typical land uses for this zone could consist of outdoor storage, office professional, commercial, and industrial warehousing. This zone will require enhanced performance standards, i.e., setbacks, parking, landscaping, and screening. The intent for the enhanced performance standards is to provide reasonable aesthetics and visual screening to the industrial land use south of 6<sup>th</sup> Avenue South.
- **B. Dickinson Bayou Transition Zone** - This zone is located on the north side of Dickinson Bayou east of 29<sup>th</sup> Street and south of Avenue R. Land uses within this zone include all uses except heavy industry. This zone will require enhanced performance standards, i.e., setbacks, parking, landscaping and screening that are intended to provide a more attractive waterfront environment.
- **Public / Institutional Areas** include major government, educational, and medical facilities located throughout the City.
- **Growth Reserves** are recommended as long-term expansion areas of the City that could not be economically served with City utilities in the foreseeable future. These areas are also beyond the limits of the existing hurricane protection levee. Development should be directed away from these reserves and into recognized activity corridors and neighborhood growth areas. Any interim uses should be monitored to avoid threatening Texas City's long-term growth prospects.







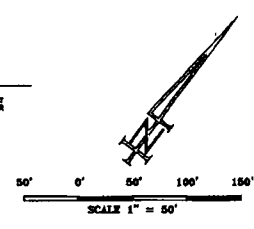
**GENERAL INFORMATION**  
 THIS DEVELOPMENT IS A SUBDIVISION OF THE S.C.A. WITHIN LEADERS ABSTRACT NO. 288 IN GALVESTON COUNTY, TX.  
**DEVELOPER'S INFORMATION:**  
 Subdivided Zone "T" per Texas Flood Panel 4802-0802C (Revised 1/27/2008)  
 Galveston County Drainage District No. 2 (S.C.A. 83-35-888)  
**CLASSIFICATION:**  
 Zone A-1, Single Family Residential  
 Adjacent Zone A-1, Single Family Residential  
**PROPOSED ZONING:**  
 C, multi-family residential



**PRELIMINARY**  
 NOT FOR CONSTRUCTION  
 RECORD, OR PERMIT  
 PURPOSES.  
 PREPARED UNDER THE  
 SUPERVISION OF  
 JAMES E. JOHNSON,  
 P.E. LICENSED ON  
 August 1, 2018

**OWNER:**  
 FIRST BAPTIST CHURCH TEXAS CITY  
 3210 GULF FWY, TX CITY, TX 77591  
 409-986-4650

**APPLICANT:**  
 QUASAR GP, LLC  
 HOLLE KLETZ  
 4808 GIBSON, HOUSTON, TX 7007  
 770-855-6035



SURVEY OF A 6.50 ACRE TRACT BEING OUT OF THE S.C. LEADERS ABSTRACT NO. 288 IN GALVESTON COUNTY, TEXAS.

JOB NO. 18-001  
 PREPARED BY  
 JAMES E. JOHNSON, P.E.  
 CIVIL ENGINEER LICENSED  
 IN THE STATE OF TEXAS

TEXAS CITY MULTIFAMILY & TOWNHOMES  
 3210 GULF FREEMAN,  
 TEXAS CITY, GALVESTON COUNTY, TEXAS 77591

ZONING EXHIBIT

THIS PLAN IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.



## TEXAS CITY MULTIFAMILY & TOWNHOMES

**TED TROUT**  
ARCHITECT  
AND ASSOCIATES, LTD.

*Rendering is based on preliminary discussions. Exact colors and materials have not been finalized at this time and may change.*



TEXAS CITY MULTIFAMILY & TOWNHOMES

TED TROUT  
ARCHITECT  
AND ASSOCIATES, LTD.

*Rendering is based on preliminary discussions. Exact colors and materials have not been finalized at this time and may change.*

**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 10/03/2018

Rezoning Property - Hollie Kleitz/Quasar Group

**Submitted For:** Jean Vincent, Transportation and Planning

**Submitted By:** Jean Vincent, Transportation and Planning

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Hollie Kleitz/Quasar Group requests to rezone property from "A" (Single Family Residential) to "C" (Multi-family Residential) to construct apartments and townhomes.

**BACKGROUND**

This rezoning request was given approval by the Zoning Commission on September 4, 2018. It is now ready for consideration and action by the City Commission to approve or deny the rezoning of the property.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(8) (a)**

**Meeting Date:** 10/03/2018

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve City Commission Minutes for September 19, 2018 meeting. (City Secretary)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Minutes

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REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, SEPTEMBER 19, 2018 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, SEPTEMBER 19, 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 5:00 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  
Dorthea Jones, Commissioner District 3  
Jami Clark, Commissioner District 4

2. INVOCATION

Led by Pastor Walter Abernathy.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner At-Large Bruce Clawson.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

Margarita Ugarte	Parks & Recreation	09/26/2008	10 years
Cleotria White	Parks & Recreation	09/23/2008	10 years
Larry Williamson	Police	09/17/2008	10 years

5. REPORTS

a. Fire Services (Fire Department)

David Zacherl, Fire Chief, gave a power point presentation of their budget, goals they set and have exceeded, and what will be needed for a new fire station as the population on the west side of the city continues to grow.

6. CONSENT AGENDA

Motioned by Commissioner District 4 Jami Clark, Seconded by Commissioner District 3 Dorthea Jones to approve Consent Agenda items a, b, and c.

- a. Approve City Commission Minutes for September 5, 2018 meeting. (City Secretary)

**Vote: 7 - 0 CARRIED**

- b. Consider and take action on Resolution No. 18-096 approving the City of Texas City Investment Policy. (Finance)

**Vote: 7 - 0 CARRIED**

- c. Consider and take action on Resolution No. 18-097, authorizing the donation of a surplus police vehicle to Hitchcock I.S.D. Police Department. (Finance)

**Vote: 7 - 0 CARRIED**

- d. Consider and take action on Resolution No. 18-098, denying Texas New Mexico Powers's original request for a rate increase by October 2nd. (Managemnet Services)

Item pulled by Commissioner At-Large Bruce Clawson.

Commissioner At-Large Bruce Clawson pointed out the savings the City has recieved by contesting the rate increases.

Motion by Commissioner At-Large Bruce Clawson, Seconded by Mayor Pro Tem, Commissioner At-Large Phil Roberts

**Vote: 7 - 0 CARRIED**

## 7. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 18-21, amending the City of Texas City's 2017/2018 fiscal year budget to appropriate funds for the reduction of interfund balance between the Utility Fund and the General Fund. (Finance)

Laura Boyd, Finance Director, stated that because of the increase in utility fund revenues from reduction of expenses and 2017 rate adjustments, the Utility Fund is in the financial position to be able to pay back some of what has been borrowed from the General Fund over the last few years.

Motion by Commissioner District 3 Dorthea Jones, Seconded by Commissioner District 4 Jami Clark

**Vote: 7 - 0 CARRIED**

- b. Consider and take action on Ordinance No. 18-22, amending the City of Texas City's 2017/2018 fiscal year budget to transfer funds from the General Fund to the Capital Equipment Replacement Fund. (Finance)

Laura Boyd, Finance Director, stated that a few years ago the General Fund departments only paid a portion of their annual fees to Fund 602. This amendment of \$1,000,000.00 is needed to help make up for what was not contributed in those years.

Motion by Commissioner At-Large Bruce Clawson, Seconded by Commissioner District 2 Abel Garza, Jr.

**Vote: 7 - 0 CARRIED**

- c. Consider and approve Ordinance No. 18-23, authorizing the issuance of City of Texas City, Texas, Certificates of Obligation, Series 2018. (Finance)

Laura Boyd, Finance Director, stated that the Certificates of Obligations are to be used for any and/ or all of the costs associated with construction and rehabilitation of City water and sewer systems.

Motion by Commissioner District 3 Dorthea Jones, Seconded by Commissioner District 4 Jami Clark

**Vote: 7 - 0 CARRIED**

- d. Consider and take action on Ordinance No. 18-24, to amend the City of Texas City's fiscal year 2017-2018 Budget to receive and appropriate the Certificates of Obligation proceeds. (Finance)

Laura Boyd, Finance Director, stated that this budget amendment is needed for receipt of Certificate of Obligation proceeds and the appropriation of these funds for Utility Fund reimbursement.

Motion by Commissioner District 3 Dorthea Jones, Seconded by Commissioner At-Large Bruce Clawson

**Vote: 7 - 0 CARRIED**

- e. Consider and take action on Ordinance No. 18-25, amending the City's fiscal year 2017-2018 budget to appropriate funds from Texas City Economic Development Corporation to 2018 Construction Fund for sewer line project. (Finance)

Laura Boyd, Finance Director, stated that The City is constructing a sewer line from the northeast side of the city to the wastewater treatment plant. The total project cost is estimated at \$4.7 million. \$2 million will be funded from certificates of obligation and \$2.7 million will be funded by a transfer from Texas City Economic Development Corporation.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large Bruce Clawson

**Vote: 7 - 0 CARRIED**

- f. Consider and take action, by record vote, on Ordinance No. 18-26, to adopt the City of Texas City's 2018-2019 Fiscal Year Budget. (Finance)

Laura Boyd, Finance Director, went through the proposed budget and all major line items.

A record vote was taken:

Matthew T. Doyle, Mayor---Yes  
Phil Roberts, Mayor Pro Tem, Commissioner At-Large--- Yes  
Bruce Clawson, Commissioner At-Large--- Yes  
Earl Alexander, Commissioner District 1--- Yes  
Abel Garza, Jr. Commissioner District 2--- Yes  
Dorthea Jones, Commissioner District 3--- Yes  
Jami Clark, Commissioner District 4--- Yes

**Vote: 7 - 0 CARRIED**

- g. Consider and take action, by record vote, on Resolution No. 18-094, to ratify the tax increase reflected in the 2018-2019 Fiscal Year Budget. (Finance)

Laura Boyd, Finance Director, stated that by reflecting the tax increase in the new budget, it will raise more revenue from property taxes than last year's budget by \$887,471 or 3.4056 percent, and of that amount \$340,198.67 is tax revenue to be raised from new property added to the tax roll this year.

A record vote was taken:

Matthew T. Doyle, Mayor---Yes  
Phil Roberts, Mayor Pro Tem, Commissioner At-Large--- Yes  
Bruce Clawson, Commissioner At-Large--- Yes  
Earl Alexander, Commissioner District 1--- Yes  
Abel Garza, Jr. Commissioner District 2--- Yes  
Dorthea Jones, Commissioner District 3--- Yes  
Jami Clark, Commissioner District 4--- Yes

**Vote: 7 - 0 CARRIED**

- h. Consider and take action, by record vote, on Ordinance No. 18-27, levying an ad valorem tax for the year 2018 for the City of Texas City. (Finance)

Laura Boyd, Finance Director, requested approval of the new property tax rate of \$0.55 per \$100 valuation, a rate of \$0.46263 per \$100 valuation of property for the current Maintenance and Operations (M&O) expenses of the City; and a rate of \$0.087370 per \$100 valuation of property for Interest and Sinking (I&S) expenses of the City of Texas City.

Phil Roberts, Commissioner At-Large, made a motion stating " I move that the property tax rate be increased by the adoption of a tax rate of 55 cents per \$100 valuation, which is effectively a 5.568 percent increase in the tax rate." The motion was Seconded by Bruce Clawson, Commissioner At-Large.

A record vote was taken:

Matthew T. Doyle, Mayor---Yes  
Phil Roberts, Mayor Pro Tem, Commissioner At-Large--- Yes  
Bruce Clawson, Commissioner At-Large--- Yes  
Earl Alexander, Commissioner District 1--- Yes  
Abel Garza, Jr. Commissioner District 2--- Yes  
Dorthea Jones, Commissioner District 3--- Yes  
Jami Clark, Commissioner District 4--- Yes

**Vote: 7 - 0 CARRIED**

- i. Consider and take action on Resolution No. 18-095, accepting and approving the 2018 Certified Tax Roll. (Finance)

Motion by Commissioner At-Large Bruce Clawson, Seconded by Commissioner District 3 Dorthea Jones

**Vote: 7 - 0 CARRIED**

8. PUBLIC COMMENTS

Jerome Anderson, resident, requested that the City of Texas City and the City Commission acknowledge and celebrate the 100 year anniversary of World War One.

STAFF COMMENTS

Luke Alvey, Library Director, stated that starting in October the Library will begin to host 1-on-1 computer training sessions for the public.

Michael Skiba, Bayou Golf Course Manager, announced that he will be getting married this weekend.

James Hartshorn, City Secretary, stated that the Fall Art Walk will be on Saturday, September 22, 2018.

Dennis Harris, Recreation and Tourism Director, stated that the 5th Annual Breast Cancer Awareness Run/Walk will be on October 6, 2018.

9. MAYOR'S COMMENTS

Mayor Doyle gave a short synopsis of how the pump stations work. Mayor Doyle stated that he agrees with Commissioner Jones that a informational video for the public, on how the pumps operate, would be a good idea.

10. COMMISSIONERS' COMMENTS

Commissioner Roberts stated that with the bad weather we've had there are now a lot of mosquitos. Tom Munoz advised that Galveston County is aware and has been spraying our City about two times a week.

Commissioner Clawson stated that there is a 1-800 number that citizens can call if they feel the County is not spraying their area enough.

Commissioner Jones and Commissioner Alexander advised that many of the residents in thier district are concerned with flooding and wondered if the pumps were being used to prevent that.

Commissioner Clark paid her respects to the late Linda Turner and her family, stating that she was one of the kindest women to ever walk the earth.

11. ADJOURNMENT

Having no further business, Commissioner District 4 Jami Clark made a MOTION to ADJOURN at 5:47 p.m.; the motion was SECONDED by Commissioner District 3 Dorthea Jones. All present voted AYE. MOTION CARRIED.

---

MATTHEW T. DOYLE, MAYOR

ATTEST:

---

James M. Hartshorn, City Secretary  
Date Approved:

**CITY COMMISSION REGULAR MTG**

**(8) (b)**

**Meeting Date:** 10/03/2018

FY 2019 Contract for Water Pollution Control and Abatement

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

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action approving a revised contract between the Galveston County Health District and the City of Texas City for water pollution and abatement services.

**BACKGROUND**

The City of Texas City is a member of the Galveston County Health District and responsible for the quality of the water within it's jurisdiction, and has elected to contract for water quality services with the Galveston County Health District.

Contract and cover letter attached for your review

**ANALYSIS**

The City of Texas City will agree to pay the Performing Party an annual fee of \$35,555.00 for the services set forth in the attached agreement and that the Mayor is authorized to execute a contract on behalf of the City.

Thank you.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Exhibit A

Exhibit B

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**RESOLUTION NO. 18-099**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A REVISED CONTRACT WITH THE GALVESTON COUNTY HEALTH DISTRICT FOR WATER POLLUTION CONTROL AND ABATEMENT SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

**WHEREAS**, the Galveston County Health District and the City of Texas City have agreed to contract water pollution control and abatement services; and

**WHEREAS**, the Galveston County Health District organized the Water Pollution and Abatement Control program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

**WHEREAS**, the City of Texas City is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the Galveston County Health District.

**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 revised contract for Water Pollution Control and Abatement Services with the Galveston County Health District.

**SECTION 2:** That the Mayor is authorized to execute a revised agreement in substantially the same form as attached as **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 3rd day of October 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

Contractual Agreement  
For the  
City of Texas City

THE STATE OF TEXAS	§
	§
COUNTY OF GALVESTON	§
	§
CITY OF TEXAS CITY	§

THIS AGREEMENT is made and entered into by and between the City of Texas City (hereinafter "CITY"), with its principal office at 1801 9<sup>th</sup> Avenue North, Texas City, Texas 77592 and the Galveston County Health District, Office of Environmental Health Programs (hereinafter "PERFORMING PARTY"), with its principal office at 9850-D Emmett. F. Lowry Expressway, Texas City, Texas 77591.

WITNESSETH

WHEREAS, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

WHEREAS, the PERFORMING PARTY and the CITY have agreed to contract water pollution control and abatement services; and

WHEREAS, the PERFORMING PARTY organized the Water Pollution Control and Abatement Program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

WHEREAS, the CITY is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the PERFORMING PARTY.

NOW, THEREFORE, for and in consideration of the mutual covenants expressed herein, the parties agree as follows:

Article I

## STATEMENT OF SERVICES

The PERFORMING PARTY agrees to perform the following services for the CITY as indicated by a check mark for each activity:

**Investigations** - Complaint Response

- (1) The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY whether received from a citizen or referred by employees of the CITY, as expeditiously as possible.
- (2) The PERFORMING PARTY will document each and every complaint received. Documentation will include information relative to the nature of the complaint, investigative findings, corrective actions taken, and enforcement actions, if necessary.
- (3) The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 552. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the PERFORMING PARTY will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.
- (4) The PERFORMING PARTY will immediately coordinate with the CITY as necessary, in regards to action to when responding to any complaints deemed reasonably substantial in terms of concentration, duration, or potential health impacts.
- (5) In cases posing or potentially posing imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize its authority to seek enforcement action(s) through the court systems in Galveston County.
- (6) The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary; however, the PERFORMING PARTY will function independently under the scope of

this AGREEMENT and will not serve as state or federal agents.

**☒ Source Inspections - Publically Owned Treatment Works (POTW)**

- (7) The PERFORMING PARTY will conduct a scheduled comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. The inspection will be consistent with the most current version of the POTW inspection protocol currently used by the Region 12 Texas Commission on Environmental Quality (TCEQ) Water Quality Section. The comprehensive inspection will include the collection of an influent and effluent sample. The collected samples will be split with the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory.
- (8) The PERFORMING PARTY will conduct a scheduled non-comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. This non-comprehensive inspection will include the collection of an influent and effluent sample. The collected samples can be split amongst the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory for testing.
- (9) The PERFORMING PARTY will immediately coordinate with the CITY, when responsive action through the inspection process yields test results substantial in terms of concentration, duration, and/or potential health impacts.

**☒ Source Inspections - Grease Traps and Grit Traps**

- (10) The PERFORMING PARTY will conduct one (1) unannounced inspection at identified grease traps associated with Galveston County Health District permitted food establishments and one (1) unannounced inspection at identified grit traps associated with car washes within the jurisdictional boundaries of the CITY.
- (11) The PERFORMING PARTY will immediately coordinate with the REPSONSIBLE PERSON, as necessary, on action to

respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.

- (12) In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

**☒ Sample Local Waterways (Surface Water Sampling)**

- (13) The PERFORMING PARTY will assure routine monitoring stations are sampled. Routine sampling typically includes field measurements, routine water chemistry and bacteriological analysis. The objectives of monitoring these parameters are to determine impacts of point and nonpoint sources, and detect and describe spatial and temporal changes. The monitoring of field measurements also provides complementary information necessary for evaluating chemical and biological data.
- (14) The PERFORMING PARTY will provide, upon request, a map to the CITY specifying the locations of all of the surface water sampling sites located within the jurisdictional boundaries of the CITY.
- (15) The PERFORMING PARTY will submit all surface water samples to laboratories performing analysis that are routinely audited by their primary National Environmental Laboratory Accreditation Program (NELAP) accrediting body to evaluate the laboratory's compliance with the current The NELAC Institute (TNI) Standard.
- (16) The PERFORMING PARTY will conduct investigations based upon results of surface water sampling results. The PERFORMING PARTY will review all sampling results to identify waterways that may be adversely impacted. The purpose of such investigations is to detect and eliminate sources of water pollution.

ARTICLE II

## REPORTING

The PERFORMING PARTY agrees to provide reports to the CITY pertaining to investigations, inspections, surface water testing at known or potential sources of water pollution located within the jurisdictional boundaries of the CITY.

### A. Monthly Reports

A summary report of progress specifying the number and type of activities conducted for the month and a list of activities approved for the month to include sources investigated by name and type of investigation. The PERFORMING PARTY will submit the monthly report to the CITY by the seventh (7<sup>th</sup>) calendar day following the end of the month.

### B. Annual Reports

The PERFORMING PARTY shall submit an annual summary of its activities within the CITY's jurisdiction completed during the fiscal year. A final draft of said summary will be due no later than the last day of January. A draft will be submitted to representative of the CITY for review prior to finalization. The annual report will provide a summary of all activities listed in this contract. Upon request, the PERFORMING PARTY will provide to the CITY a list of all facilities with state permitted discharges within the CITY's jurisdictional boundaries.

## Article III

### ANNUAL MEETING

The PERFORMING PARTY will conduct an annual meeting in the month of January with the CITY. This meeting may be modified or amended upon the consent of the CITY. Either party may request an "ad-hoc" meeting throughout the contract term, as necessary. The annual meeting will be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the PERFORMING PARTY.

## Article IV

## EMPLOYEE TRAINING

The PERFORMING PARTY agrees to assure the proper training of its staff and shall remain responsible for ensuring that staff is sufficiently qualified to perform any and all designated tasks that could foreseeably arise under the scope of this AGREEMENT.

### Article V

## COMPENSATION

For and in consideration of the services (Article I) to be rendered by the PERFORMING PARTY, the CITY shall pay, and the PERFORMING PARTY shall receive, compensation as hereinafter negotiated based on the amount services chosen in Article I, Statement of Services (see attachment A, Contract Pricing). All remittance by the CITY for such compensation shall either be mailed or delivered to the PERFORMING PARTY's principle office.

Compensation for all services rendered by the PERFORMING PARTY under the scope of this AGREEMENT shall be made to the PERFORMING PARTY by the CITY in accordance with the following terms:

Partial payments for services rendered by the PERFORMING PARTY shall be submitted quarterly to the PERFORMING PARTY and within thirty (30) days of the CITY's receipt of their quarterly statement. Final payment for services shall be due upon completion of these services.

### Article VI

## TERMINATION

In connection with all the services outlined under the scope of this AGREEMENT, the CITY or the PERFORMING PARTY by providing written notice to the other party at least thirty (30) days prior to the date of the desired termination. Upon receipt of the contractual termination to the other party, all work being performed under this AGREEMENT shall immediately cease, unless such work can be completed within the thirty (30) days prior to the official date of termination.

Further, the PERFORMING PARTY shall be compensated in accordance with this AGREEMENT for all work provided to the date of the AGREEMENT's official termination.

All completed or partially completed reports prepared under this AGREEMENT shall be delivered to the CITY, which the CITY may subsequently use without constraint.

All rights, duties, liabilities and obligations accrued prior to such termination shall survive termination.

### Article VII

#### ASSIGNMENT AND SUBCONTRACTS

This AGREEMENT shall not be assigned or subcontracted in whole or in part without the written consent of the CITY.

### Article VIII

#### Notices

All notices and communications under this AGREEMENT to be delivered to the CITY shall be sent via traditional postage, unless otherwise notified:

*Attention: Tom Kessler*  
City of Texas City  
PO Box 2608  
Texas City, Texas 77592-2608

All notices and communications under this AGREEMENT to be delivered to the PERFORMING PARTY shall be sent traditional postage, unless otherwise notified:

*Attention: Ronnie Schultz*  
Acting Air and Water Pollution Services Manager  
Galveston County Health District  
Office of Environmental Health Programs  
PO Box 939  
La Marque, Texas 77568

## Article IX

### INSURANCE

During the entirety of this AGREEMENT, the PERFORMING PARTY shall maintain, and shall require its subcontractors to maintain:

- (1) Adequate public liability insurance for bodily injury and property damage in amounts satisfactory to the CITY; and,
- (2) Worker's compensation coverage for all of the PERFORMING PARTY'S employees.

The PERFORMING PARTY agrees to indemnify and hold the CITY harmless from and against any and all courses of legal action resulting from or arising out of the PERFORMING PARTY'S failure to maintain adequate public liability insurance, worker's compensation coverage or professional liability insurance as required by this AGREEMENT or as required by governing law.

## Article X

### EMPLOYMENT PRACTICES

The PERFORMING PARTY agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, disability or national origin. The PERFORMING PARTY agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CITY encourages the PERFORMING PARTY to provide equal opportunity to historically disadvantaged business enterprises if and when the PERFORMING PARTY is to subcontract services under the scope of this AGREEMENT.

## Article XI

### REPRESENTATION

The PERFORMING PARTY represents that no CITY officer, employee or agent has been compensated in any way with respect to this AGREEMENT and its consideration by the CITY. In no event will the PERFORMING PARTY pay a fee or provide any other form of

compensation to any CITY officers, employees or agents in connection with the approval or performance of this AGREEMENT or terms herein. A breach of this ARTICLE shall result in automatic termination of the AGREEMENT and in accordance with this AGREEMENT. The CITY may use all reports prepared under this AGREEMENT as provided in ARTICLE VI, TERMINATION. Additionally, the PERFORMING PARTY shall be liable for all damages to the CITY occasioned by a termination under this Article.

## Article XII

### PRIOR AGREEMENTS SUPERSEDED

This AGREEMENT constitutes the sole terms and conditions permissible of the parties hereto in regards to pertinent matter and supersedes any prior understanding, oral or written agreements between the parties regarding the subject matter of this AGREEMENT.

## Article XIII

### GOVERNING LAW

The validity of this AGREEMENT and any terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

## Article XIV

### LAWS AND ORDINANCES

The PERFORMING PARTY shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and orders of any public authority, which in any manner affect this AGREEMENT.

## ARTICLE XV

VENUE

In the event that any legal proceeding is brought to enforce this AGREEMENT, or any provision hereof, Galveston County is the venue for said action.

ARTICLE XVI

AMENDMENT

This AGREEMENT shall not be amended without the written consent of the other party. The Mayor or designee has the authority to make amendments to this AGREEMENT without subsequent City Council approval.

ARTICLE XVII

TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2018 and shall continue in full force until September 30, 2019, but upon the CITY's determination, may be extended by written agreement. All payments and liabilities accrued prior to termination shall survive the termination.

IN WITNESS WHEREOF, the parties acting under the authority of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

**GALVESTON COUNTY HEALTH  
DISTRICT**

**CITY OF TEXAS CITY**

\_\_\_\_\_  
Kathy Barroso, CPA  
Chief Executive Officer

\_\_\_\_\_  
Matthew T. Doyle  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment A: Contract Pricing**

City of Texas City Contract Pricing			
<b>Activity</b>	<b>Cost / Unit</b>	<b>Number of Units</b>	<b>Total Cost</b>
Investigations(complaints) Based on 2010 Census Data	0.2987	44881	\$13,405.00
Source Inspections - POTW Spot Check	0.00	0.00	0.00
Source Inspections - POTW Comprehensive Compliance	0.00	0.00	0.00
Source Inspections - Grease Traps	\$91.67	122	\$11,183.00
Source Inspections - Grit Traps	\$91.67	10	\$916.00
Sample Local Waterways	\$1675.11	6	\$10,050.00
			<b>\$35,555.00</b>

# GALVESTON COUNTY HEALTH DISTRICT

*Protecting and Promoting the Optimal Health and Well-Being of Galveston County*

**Ben G. Raimer, MD**  
Chair, United Board of Health

**Philip Keiser, MD**  
Local Health Authority



**Kathy Barroso, CPA**  
Chief Executive Officer

August 10, 2018

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

Dear Mr. Ballast:

Enclosed please find the FY2019 Water Pollution Control and Abatement Contract between the City of Texas City and the Galveston County Health District. Should you wish to propose revisions to this Contract, please notify me by phone or via email. Please note that the total amount of the Contract has **increased** for the 2019 fiscal year.

Following your review and approval, please have your municipality's designated official sign the contract and remit an original copy by mail to: Galveston County Health District, Environmental Services, PO Box 939, La Marque, Texas 77568 or via email to [rschultz@gchd.org](mailto:rschultz@gchd.org)

Once we receive the signed original copy, we will fully execute the contract and return a copy for your records. Should you have any additional questions or concerns, please feel free to contact me at 409-938-2314.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ronnie Schultz', is written over a light blue horizontal line.

Ronnie Schultz  
Acting Program Manager  
Air & Water Pollution Services  
Galveston County Health District  
/RS

Enclosures

**Public Health Services • Coastal Health & Wellness • Emergency Medical Services • Animal Resource Center**

*The Galveston County Health District (GCHD) is the local public health agency for Galveston County, Texas. GCHD provides services and programs that protect the everyday health and well-being of Galveston County.*

P.O. Box 939 La Marque, Texas 77568 • (409) 938-7221

[www.gchd.org](http://www.gchd.org)



**CITY COMMISSION REGULAR MTG**

**(8) (c)**

**Meeting Date:** 10/03/2018

Mutual Aid agreement between County of Galveston and the City of Texas City (Fire Department)

**Submitted For:** David Zacherl, Fire Department

**Submitted By:** Cindy Baker, Fire Department

**Department:** Fire Department

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action authorizing the Mayor to execute a one year agreement between the County of Galveston and the City of Texas City for Mutual Aid. (Fire Department)

**BACKGROUND**

New annual agreement replacing the 2017/2018 Agreement between the parties.

**ANALYSIS**

City to provide mutual aid to unincorporated areas of Galveston County for \$22,500.00 from the Commissioners Court.

**ALTERNATIVES CONSIDERED**

None

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**Fiscal Impact**

**Attachments**

Resolution

Exhibit A

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**RESOLUTION NO. 18-100**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE COUNTY OF GALVESTON, TEXAS AND THE CITY OF TEXAS CITY, TEXAS, FOR MUTUAL AID; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the City of Texas City, Texas, wishes to formalize a Fiscal Year 2018/2019 Mutual Aid Agreement between the County of Galveston, and the City of Texas City, for mutual aid; and

**WHEREAS**, Chapter 352 of the Local Government Code, "County Fire Department" and Chapter 791 of the Government Code, "Interlocal Cooperation Act," provides authority that the Commissioners' Court may contract the governing body of a municipality to provide protection services to locations outside the municipalities; and

**WHEREAS**, citizens residing within the unincorporated areas of the County of Galveston, surrounding the city limits of the City of Texas City, are in need of obtaining the services of the City of Texas City to assist them in time of need; and

**WHEREAS**, the City of Texas City is willing to make its fire protection services available to unincorporated areas of the County of Galveston.

**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 Fiscal Year 2018 - 2019 Mutual Aid Agreement between the County of Galveston and the City of Texas City,

**SECTION 2:** That the Mayor is authorized to execute the Fiscal Year 2018 - 2019 Mutual Aid Agreement, in the same or similar format attached hereto as **Exhibit "A"** and made a part hereof.

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

**PASSED AND ADOPTED this 3rd day of October 2018.**

---

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

ATTEST:

APPROVED AS TO FORM:

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James M. Hartshorn  
City Secretary

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Russell F. Plackemeier  
City Attorney



4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the City and its members in the performance of their services. The City shall totally decide and be responsible for the manner, means and methods by which they operate.
5. It is further agreed and understood between the parties that in accordance with §352.004 of the Local Government Code, V.T.C.A., the acts of any person who, in the act of carrying out the County's authority to provide fire protection under this agreement, furnishes fire protection to a county resident who lives outside the municipalities in the County, including the act of person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.
6. It is further agreed that the City is not liable for the acts of its employee in fighting fires outside the City under this Contract. However, it is acknowledged that the City will continue any responsibilities it may have to provide workers' compensation, to any employees who provide firefighting services under this Contract.
7. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.
8. To the extent permitted by the Constitution and laws of the State of Texas, City agrees to indemnify and save harmless the county of Galveston, its agents, Commissioners, Boards, Officers and employees from any and all suits, actions, or claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained by any person or persons arising out of or occasioned by the acts of the Fire Department, its members, deputies, agents or employees.
9. During the term of this Contract, the City agrees to:
  - a) Maintain membership in the Galveston County Firefighters Association,
  - b) Comply with the Texas Commission on Fire Protection (TCFP) and any other applicable Federal and State regulatory agency, and submit an annual letter stating such compliance to the Galveston County Fire Fighters Association.
10. Equal Employment Opportunity - The City agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, state that all qualified applicants will receive consideration for employment without regard to

race, color, religion, national origin, sex, disability, genetic information, or veteran status.

11. Drug-Free Workplace – the City shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.
12. Americans With Disabilities Act – the City shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.
13. Nondiscrimination – the City acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:
  - Title VI of the Civil Rights Act of 1964
  - Title IX of the Education Amendments of 1972
  - The Rehabilitation Act of 1973, Section 503
  - The Rehabilitation Act of 1973, Section 504
  - The Age Discrimination Act of 1975
  - The Drug Abuse Office and Treatment Act of 1972
  - The Drug-Free Workplace Act of 1988
14. This Contract shall begin effective upon the execution of this document by both parties and shall terminate on September 30, 2019.
15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The City disclaims any reliance on representations by the County that are not expressly set out in this Contract.
16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.
17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.
18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.
19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.

20. This Agreement is being executed with multiple originals signed by both parties.

GALVESTON COUNTY, TEXAS

By: \_\_\_\_\_  
Mark Henry,  
County Judge

ATTEST:

\_\_\_\_\_  
Dwight D. Sullivan,  
County Clerk

CITY OF TEXAS CITY, TEXAS

By: \_\_\_\_\_  
City Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

**CITY COMMISSION REGULAR MTG**

**(9) (a)**

**Meeting Date:** 10/03/2018

Speed Limit Reduction Along Interstate 45 During Construction

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

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

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

At the request of TxDOT, consider approval of an ordinance reducing the speed limit along Interstate 45 during construction.

**BACKGROUND**

To create safer working conditions and facilitate the full reconstruction of Interstate 45; TxDOT is requesting a reduction in the speed limits along the roadway. The speed limit reductions will involve the following:

Main lanes from the north city limit (Dickinson Bayou) to the south city limit (Demontrond dealership) - reduce from 65 mph to 55 mph

Frontage roads from the north city limits to the south city limits - reduce from 55 mph to 45 mph

Upon completion of Interstate 45 construction, the speed limits for the main lanes and frontage roads will revert back to 65 mph and 55 mph respectively.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Ordinance

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ORDINANCE NO. 18-28

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTIONS 545.356 AND 545.353 OF THE TEXAS TRANSPORTATION CODE, ON CERTAIN STREETS AND HIGHWAYS OR PARTS THEREOF WITHIN THE CORPORATE LIMITS OF THE CITY OF TEXAS CITY, AS SET OUT IN THIS ORDINANCE, TO WIT: ESTABLISHING A CONSTRUCTION SPEED ZONE ON INTERSTATE 45 MAIN LANES FROM THE NORTH CITY LIMIT LINE TO THE SOUTH CITY LIMIT LINE, A DISTANCE OF APPROXIMATELY 3.012 MILES TO REDUCE THE SPEED LIMIT TO 55 MILES PER HOUR; ESTABLISHING A CONSTRUCTION SPEED ZONE ON INTERSTATE 45 FRONTAGE ROADS FROM THE NORTH CITY LIMIT LINE TO THE SOUTH CITY LIMIT LINE, A DISTANCE OF APPROXIMATELY 3.012 MILES TO DESIGNATE A SPEED LIMIT OF 45 MILES PER HOUR; AUTHORIZING THE INSTALLATION OF SIGNAGE IN ACCORDANCE WITH THIS ORDINANCE; PROVIDING FOR THE ALTERATION OF THE PRIMA FACIE SPEED LIMIT OF INTERSTATE 45 MAIN LANES TO INCREASE TO 65 MILES PER HOUR UPON COMPLETION OF CONSTRUCTION; PROVIDING FOR THE ALTERATION OF THE PRIMA FACIE SPEED LIMIT OF INTERSTATE 45 FRONTAGE ROADS TO 55 MILES PER HOUR UPON COMPLETION OF CONSTRUCTION; PROVIDING A PENALTY NOT TO EXCEED \$400.00 FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the Texas Department of Transportation (TxDOT) has made it known to the City of Texas City that operations will begin in the near future to upgrade Interstate 45, and such construction activity along Interstate 45 will create road conditions that require that the maximum speed along such roadway be reduced; and

**WHEREAS**, pursuant to Section 545.356 of the Texas Transportation Code, the governing body of the City has the same authority as the Texas Transportation Commission to alter prima facie speed limits from the result of an engineering and traffic investigation for an officially designated or marked highway of the state highway system when the highway or part of the highway is under repair, construction or maintenance, with said reasonable and safe prima facie speed limit thereat or thereon being established by the passage of an ordinance and becoming effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

**WHEREAS**, Section 545.353(e) of the Texas Transportation Code provides that the Texas Transportation Commission shall follow the "Procedure for Establishing Speed Zones" as adopted by said Commission in conducting the engineering and traffic investigations related to altering prima facie speed limits; and

**WHEREAS**, the "Procedures for Establishing Speed Zones" adopted by the Texas Transportation Commission provides that engineering and traffic investigations are not required for establishing construction speed zones; and

**WHEREAS**, the Texas Department of Transportation, has submitted a request to establish construction speed zones on the northbound and southbound main lanes and frontage roads of Interstate 45 from the north City limits to the south City limits within the City of Texas City, Texas until such time as the construction is completed; and

**WHEREAS**, the City Commission of the City of Texas City, Texas, finds that establishment of the requested construction zones is in the best interest of the health, safety and welfare of the traveling public and the persons working along Interstate 45.

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

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

**SECTION 2:** Pursuant to the provisions of Sections 545.356 and 545.353, Texas Transportation Code, the City Commission has determined that the following prima facie speed limits hereafter indicated for vehicles upon such roads are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named street(s) and highway(s), or parts thereof, described as follows:

"Along Interstate 45 Southbound and Northbound Main Lanes from the north City limit line to the south City limit line, a distance of approximately 3.012 miles, the speed limit shall be 55 miles per hour.

Along Interstate 45 Southbound and Northbound Frontage Roads from the north City limit line to the south City limit line, a distance of approximately 3.012 miles, the speed limit shall be 45 miles per hour."

**SECTION 3:** Upon the completion of the construction activity on the aforementioned section of the main lanes of Interstate 45, the prima facie speed limit for vehicles traveling upon this section of the main lanes of Interstate 45 is determined and declared to be 65 miles per hour and the prima facie speed limit for vehicles traveling upon this section of the frontage roads of Interstate 45 is determined and declared to be 55 miles per hour.

**SECTION 4:** The City Engineer or his/her designated representative is hereby authorized and directed to cause to be placed appropriate traffic control devices to effectuate the establishment of the maximum prima facie speed limit as herein provided.

**SECTION 5:** Any vehicle traveling at a speed in excess of the maximum prima facie speed limit herein established for the designated roads shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful. No person shall drive a vehicle at a speed in excess of that which is reasonable and prudent under the circumstances existing.

**SECTION 6:** Any person intentionally, knowingly, recklessly, or with criminal negligence violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Four Hundred Dollars (\$400.00).

**SECTION 7:** All provisions of the ordinances of the City of Texas City in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Texas City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 8:** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Commission of the City of Texas City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**SECTION 9:** This Ordinance shall be in full force and effect from and after its date of passage, in accordance with the law.

**PASSED AND ADOPTED this 3rd day of October 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**

**Ord 13-52**

**Meeting Date:** 10/03/2018

Amend the fiscal year 2017/2018 budget

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider approval of a request to amend the fiscal year 2017-2018 budget.

**BACKGROUND**

A budget amendment is needed to transfer funds from the General Fund (fund 101) to the Capital Equipment Replacement Fund (fund 602). These two funds work together for the purchase of capital equipment and machinery. Each Fund 101 department needing capital equipment purchases that equipment through Fund 602 and then makes annual payments from their General Fund budget so that when the equipment needs to be replaced, funds are available for that purpose. A few years ago the General Fund departments only paid a portion of their annual fees to Fund 602. This amendment of \$1,000,000.00 is needed to help make up for what was not contributed in those years.

Funds will come from the General Fund's unassigned fund balance. This is the second \$1,000,000 transfer this fiscal year.

**ANALYSIS**

Budget Amendment:

General Fund-Fund 101

Transfer to Other Funds increase of \$1,000,000.00

Capital Equipment Replacement Fund-Fund 602

Transfer from General Fund increase of \$1,000,000.00

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Ordinance

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**ORDINANCE NO. 18-22**

**Revised/Approved to Correct Scrivener's Error OCTOBER 3, 2018**

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

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

**WHEREAS**, a budget amendment is needed to transfer funds from the General Fund to the Capital Equipment Replacement Fund.

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

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

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

~~Utility Fund - Fund 501:~~ **General Fund - Fund 101:**  
Transfer to Other Funds increase of: \$1,000,000.00

**Capital Equipment Replacement Fund- Fund 602:**  
Transfer from General Fund increase of: \$1,000,000.00

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

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

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

**PASSED AND ADOPTED this 3rd day of October 2018.**

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

ATTEST:

APPROVED AS TO FORM:

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James M. Hartshorn  
City Secretary

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Russell F. Plackemeier  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(9) (c)**

**Meeting Date:** 10/03/2018

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action, by record vote, on the Scrivener' Error in Ordinance No. 18-27, levying an ad valorem tax for the year 2018 for the City of Texas City. (Finance)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Ordinance

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**ORDINANCE NO. 18-27**

**Revised/Approved to Correct Scrivener's Error OCTOBER 3, 2018**

**AN ORDINANCE LEVYING AN AD VALOREM TAX, BY RECORD VOTE, FOR THE YEAR 2018 FOR THE CITY OF TEXAS CITY, TEXAS, AT A RATE OF \$0.55 PER ONE HUNDRED DOLLAR (\$100.00) VALUATION OF SAID PROPERTY AT THE RATE OF ~~\$0.4623~~ \$0.46263 PER ONE HUNDRED DOLLAR VALUATION OF SAID PROPERTY FOR THE CURRENT MAINTENANCE AND OPERATIONS (M&O) EXPENSES OF SAID CITY AND AT A RATE OF \$0.08737 PER ONE HUNDRED DOLLAR (\$100.00) VALUATION OF SAID PROPERTY FOR INTEREST AND SINKING (I&S) FUND EXPENSES, AND PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT TAXES. THIS TAX RATE WILL RAISE MORE TAXES FROM MAINTENANCE AND OPERATIONS (M&O) THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.689 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS (M&O) ON A \$100,000.00 HOME BY APPROXIMATELY \$29.00; DISPENSING WITH THE CHARTER REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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

**SECTION 1:** That there be and there is hereby levied for the year 2018 on all property, real, personal, and mixed, situated within the territorial limits of the City of Texas City, Texas, on the 1st day of January, 2018, and not exempt by laws from taxation by said City, an ad valorem tax of and at a rate of \$0.55 (55¢) on each one-hundred-dollar (\$100) valuation of said property, which is comprised of the rate of ~~\$0.4623 (46.23¢)~~ \$0.46263 (46.263¢) on each one-hundred-dollar (\$100) valuation of property for the current general operating expenses of said city and the rate of \$0.08737 (8.737¢) on each one-hundred-dollar (\$100) valuation of property for interest and sinking fund.

The total tax of \$0.55 (55¢) on each one-hundred-dollar (\$100) valuation of said property levied by this Ordinance is levied at the following respective rates for the purposes hereinabove stated and is to be divided and used accordingly, namely:

At the rate of ~~\$0.4623 (46.23¢)~~ \$0.46263 (46.263¢) on each one-hundred-dollar (\$100) valuation of property for the current general operating expenses of said City.

At the rate of \$0.08737 (8.737¢) on each one-hundred-dollar (\$100) valuation of property for payment of General Obligation Bonds, Certificates of Obligation, and Qualified Lease Purchase Obligations of said City and the interest of said bonds and obligations.

**SECTION 2:** Taxes for the year 2018 shall become due and payable upon receipt of the tax bill and penalties and interest for delinquent payment shall be assessed in accordance with the Texas Property Tax Code.

**SECTION 3:** That taxes are to be calculated on the basis of one hundred percent (100%) of assessed value for the 2018 tax year.

**SECTION 4:** 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 5:** 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 the 3rd day of October 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