

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, OCTOBER 17, 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) Presenting a Certificate of Recognition and Final Payment Check to Galveston Outlets, LLC
  - (b) Employer Support of the Guard and Reserve (ESGR) Award
  - (c) Consider and take action on Resolution No. 18-115, endorsing College of the Mainland's Bond Referendum
  - (d) Service Awards

Phillip Lynch	Sewer	10/21/2008	10 years
Walter Gonzales	Water Distribution	10/20/2008	10 years
Maurice Smith	Water Distribution	10/28/2003	15 years
Rudolph Montoya	Public Works	10/23/2003	15 years
Edward Guerrero	Sewer	10/29/1998	20 years
Carolyn Golden	Library	10/13/1993	25 years
- (5) REPORTS
  - (a) Marketing and Tourism (Marketing Department)
- (6) PUBLIC HEARING

(a) Second Public Hearing of Annexation (City Secretary)

(7) CONSENT AGENDA

(a) Approve City Commission Minutes for October 3, 2018 meeting. (City Secretary)

(b) Consider and take action on Resolution No. 18-101, approving the purchasing of materials and services for the Texas City Paint and Wood Repair Project from Generocity Services Inc. (Public Works)

(c) Consider and take action on Resolution No. 18-102, approving the purchase of 2 Kubota tractors through Buy Board - Local Government Purchasing Cooperative. (Public Works)

(d) Consider and take action on Resolution No. 18-103, appointing and/ or re-appointing members to the Housing Authority Board. (City Secretary)

(e) Consider and take action on Resolution No. 18-104, approving the purchase and deliver of two (2) 2019 Dump trucks through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program. (Public Works)

(f) Consider and take action on Resolution No. 18-105, authorizing the Mayor to execute an extension of the agreement with Public Consulting Group, Inc. for professional services. (Fire Department)

(g) Consider and take action on Resolution No. 18-106, approving the purchase of a Doosan DX180LC-5 Hydraulic Excavator through Buy Board - Local Government Purchasing Cooperative. (Public Works)

(h) Consider and take action on Resolution No. 18-107, appointing and/or reappointing members to the Southeast Texas Housing Finance Corporation (SETH) . (Management Services)

(i) Consider and take action on Resolution No. 18-108, approving the purchase and delivery of a 2000 gallon asphalt distributor through the Houston - Galveston Area Council (H-GAC) Cooperative Purchasing Program. (Public Works)

(j) Consider and take action on Resolution No. 18-109, approving the payment of property, liability, and workers' compensation insurance premiums for the period October 1, 2018 through September 30, 2019. (Finance)

(k) Consider and take action on Resolution No. 18-110, appointing Thelma Bowie to the Zoning Commission Board. (City Engineer)

(l) Consider and take action on Resolution No. 18-111, approving an agreement with a third party administrator(s) for the City's self-funded health, dental and vision insurance, ancillary services, and stop loss insurance for employee insurance benefits. (Human Resources)

(m) Consider and take action on Resolution No. 18-112, approving the Chiller Replacement at the Doyle Convention Center. (Purchasing)

- (n) Consider and take action on Resolution No. 18-113, approving Bid No. 2018-061 Vegetation Management Chemicals Annual Contract. (Public Works)
- (o) Consider and take action on Resolution No. 18-114, approving the final payment to Tanger Outlet. (Management Services)
- (8) REGULAR ITEMS
- (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 OCTOBER 12, 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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NICHOLAS FINAN  
EXECUTIVE DIRECTOR OF MANAGEMENT SERVICES

**CITY COMMISSION REGULAR MTG**

**(4) (a)**

**Meeting Date:** 10/17/2018

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Presenting a Resolution and Final Payment Check to Galveston Outlets, LLC

**BACKGROUND**

The Texas City Economic Development Corporation entered into an agreement with the Simon Group of Premium Outlets from New Jersey to build an outlet mall in Texas City. Shortly after the agreement was signed, the Simon Group partnered with another outlet group Tanger Outlets to create the Texas City Tanger Outlet mall. The agreement was to rebate a portion of the sales tax each month that was generated from the Outlet Mall to cover infrastructure improvements not included in the MUD or TIRZ plan and were specific to the mall. The amount was \$8.5 million. The estimated time for the mall to generate that amount of sales tax was 8 to 10 years, so the term was set at 10 years for the agreement. Near the end of year six, it was noted that there would only be a few months left in the new fiscal year to finalize the payment to the Simon Group.

A ceremonial check with the final payment and a certificate for each of the partners will be presented. This marks the first Chapter 380 Sales Tax agreement that Texas City entered into. It has been a huge success being completed nearly two years ahead of the estimated time frame and indicates the success that retail and businesses have in Texas City and the regional impact of locating in Texas City between Galveston and Houston with most of the sales from the outlet stores coming from outside Texas City and Galveston County.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Press Release

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## **PRESS RELEASE**

### **City of Texas City and Tanger Outlets Celebrate Region's Economic Growth**

October 12, 2018: The City of Texas City is pleased to announce the completion of a sales tax incentive agreement with The Simon Group (Galveston Premium Outlets, LLC) and Tanger Outlets, four years ahead of schedule. The final sales tax rebate payment will be presented to representatives from The Simon Group and Tanger Outlets during our regularly scheduled Commission Meeting on October 17, 2018.

In 2011, the City partnered with The Simon Group to structure a deal which would repay the sales tax generated by the proposed outlet mall, up to \$8.5M, to help defray the cost building the infrastructure to support the center. The Simon Group, the financier, then partnered with Tanger Outlets to handle operations – a partnership that has proven to be very successful. Initially, it was projected that it could take up to ten years to generate the required amount of sales tax. However, the Center has greatly exceeded these expectations by generating \$8.5M in sales tax in only six years.

This project is yet another example demonstrating how investment in Texas City yields strong, positive returns and that the City of Texas City creates partnerships that work.

“We would like to congratulate The Simon Group and Tanger Outlets on this outstanding achievement and look forward to their continued growth and success in the future,” stated Matt Doyle, Mayor of Texas City.

Tanger Outlets Texas City opened in October of 2015 featuring more than 80 brand name and designer retailers and serving as a one stop destination for the entire family. The success of the center has mirrored Tanger's ongoing commitment to all of its stakeholders, especially its local community. Tanger Outlets Texas City regularly hosts philanthropic efforts supporting the Texas City community including TangerKids Grants which has provided over \$20,000 in funding to local school programs, \$75,000 of financial support to recovery efforts after Hurricane Harvey, fundraising efforts for multiple local breast cancer support groups during PinkStyle, and more.



**CITY COMMISSION REGULAR MTG**

**(4) (b)**

**Meeting Date:** 10/17/2018

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Employer Support of the Guard and Reserve (ESGR) Award

**BACKGROUND**

Recognizing supportive employers is vital to ESGR's mission. ESGR's 54 State Committees actively promote awards as a key element in furthering employer support, while strengthening relationships between service members and employers. These Department of Defense awards honor the sacrifices made by so many employers year after year.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(4) (c)**

**Meeting Date:** 10/17/2018

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-115, endorsing College of the Mainland's Bond Referendum

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 18-115**

**A RESOLUTION SUPPORTING THE COLLEGE OF THE MAINLAND BOND ELECTION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the City of Texas City Commission desires to support all efforts to enhance the quality of life for Texas City residents; and

**WHEREAS**, the continued success of College of the Mainland is necessary for the City of Texas City to thrive as a community; and

**WHEREAS**, College of the Mainland leadership, architects and engineers have assessed the facilities of College of the Mainland and created a plan for the construction and renovation of the Texas City Campus facilities; and

**WHEREAS**, the Bond Advisory Committee, made up of over 40 community leaders, parents, business owners, and COM staff representing a cross section of the college taxing district recommended the calling of a bond election in the amount of \$162.5 million to expand the aging Texas City campus; and

**WHEREAS**, College of the Mainland Board of Trustees has accepted the recommendations by calling for a bond election on November 6, 2018; and

**WHEREAS**, approval of the bond election will allow Texas City residents to shape the future of College of the Mainland and ensure that quality education will be provided for the students of College of the Mainland for generations to come.

**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 encourages all citizens to participate in the bond election on November 6, 2018, by casting a ballot.

**SECTION 2:** That the City Commission of the City of Texas City, Texas hereby endorses the bond election for College of the Mainland on November 6, 2018.

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

**PASSED AND ADOPTED this 17th 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**

**(4) (d)**

**Meeting Date:** 10/17/2018

October 2018 Service Awards

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

**Submitted By:** Susan Sensat, Administration

**Department:** Administration

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**Information**

**ACTION REQUEST (Brief Summary)**

Service Awards

Phillip Lynch	Sewer	10/21/2008	10 years
Walter Gonzales	Water Distribution	10/20/2008	10 years
Maurice Smith	Water Distribution	10/28/2003	15 years
Rudolph Montoya	Public Works	10/23/2003	15 years
Edward Guerrero	Sewer	10/29/1998	20 years
Carolyn Golden	Library	10/13/1993	25 years

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(6) (a)**

**Meeting Date:** 10/17/2018

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Second Public Hearing of Annexation (City Secretary)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

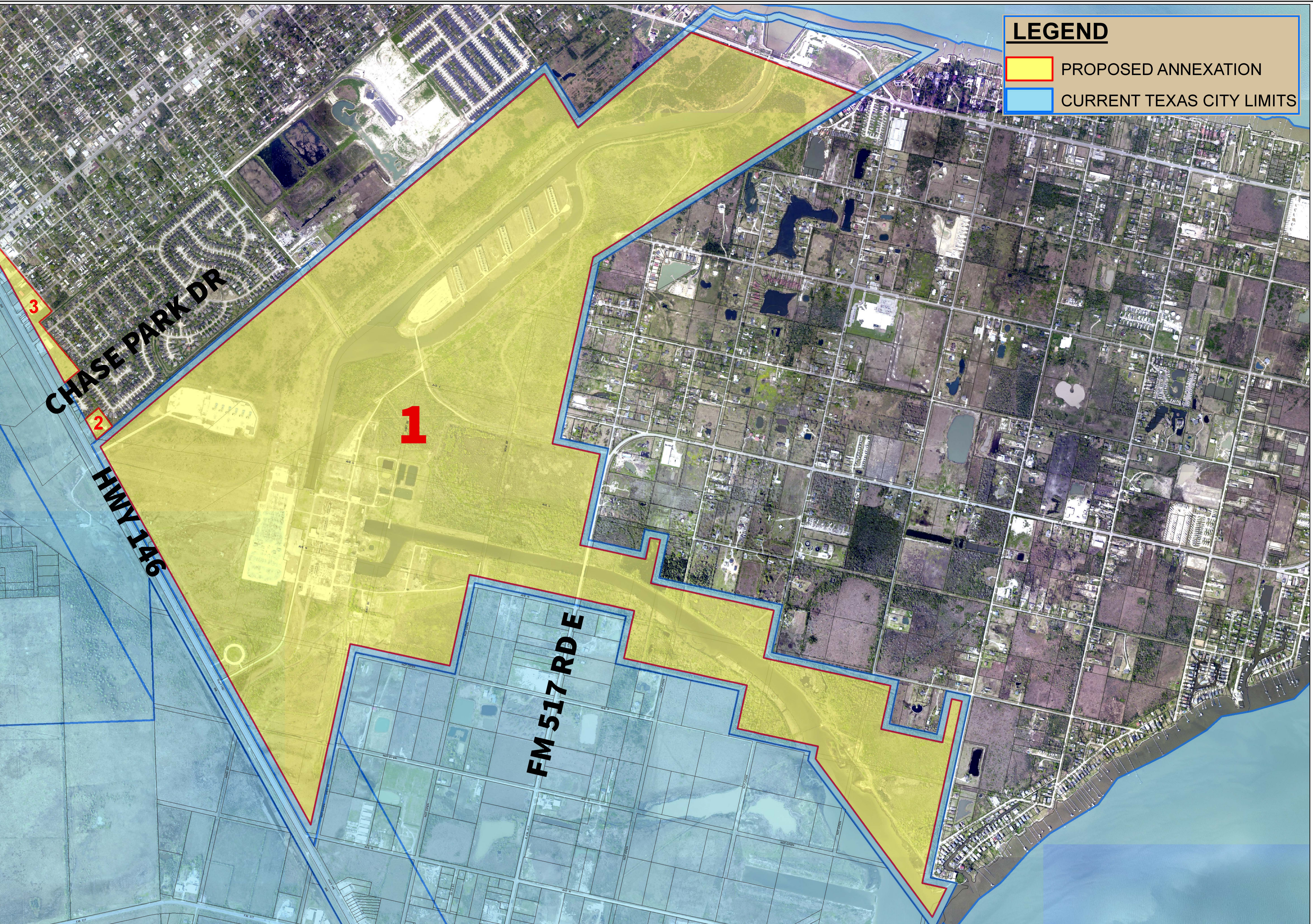
Map 1

Map 2 & 3

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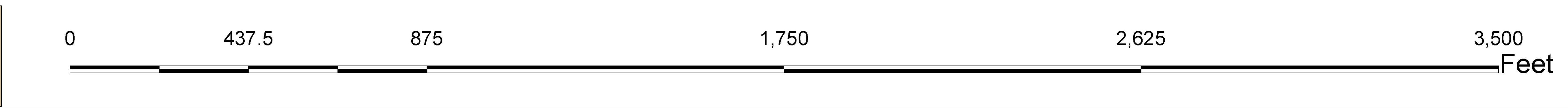
**LEGEND**

- PROPOSED ANNEXATION
- CURRENT TEXAS CITY LIMITS



**LEGEND**

- PROPOSED ANNEXATION
- CURRENT TEXAS CITY LIMITS



**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 10/17/2018

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve City Commission Minutes for October 3, 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, OCTOBER 3, 2018 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, OCTOBER 3, 2018, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:01 p.m. by Mayor Matthew T. Doyle.

1. ROLL CALL

Present: Matthew T. Doyle, Mayor  
Phil Roberts, Mayor Pro Tem, Commissioner 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 Tim Franklin of The Connection Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 2 Able Garza, Jr.

4. PROCLAMATIONS AND PRESENTATIONS

a. National Physical Therapy Month

Sharon Deshotel accepted the proclamation on behalf of Mainland Medical Center.

5. REPORTS

a. Aquatic Program (Recreation and Tourism)

Dennis Harris, Director of Recreation and Tourism, gave a PowerPoint presentation over the Nessler Park Family Aquatic Center. Mr. Harris stated that in the 6 years the facility has been operating, the fees have not changed.

6. PUBLIC HEARING

a. First Public Hearing of Annexation (City Secretary)

James Hartshorn, City Secretary, stated that this will be the first of two public hearings concerning the annexation of property along HWY 146. Mr. Harsthorn stated that this annexation comes at the request of CenterPoint energy and does not include any residential housing.

Several residents requested to speak with their main concerns being if the City plans to further annex the area or economically develop it in any way.

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.

Doug Kneupper, City Engineer, stated that this request has been approved by the Zoning and Planning Boards.

Motioned by Commissioner At-Large Bruce Clawson, seconded by Commissioner District 3 JDorthea Jones to close the public hearings.

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.

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

**Vote: 7 - 0 CARRIED**

8. CONSENT AGENDA

Motioned by Commissioner At-Large Clawson, seconded by Commissioner District 4 Clark to approve Consent Agenda items a and b.

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

**Vote: 7 - 0 CARRIED**

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)

**Vote: 7 - 0 CARRIED**

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)

Item pulled by Commissioner At-Large Bruce Clawson.

Commissioner At-Large Clawson asked Fire Chief David Zacher to estimate how many calls his department gets to unincorporated areas?

Fire Chief Zacherl stated about 150 a year.

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

**Vote: 7 - 0 CARRIED**

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)

Doug Kneupper, City Engineer, stated that TxDot has requested that this Ordinance be presented before the City Commission. During the duration of time that the Gulf Freeway is being reconstructed, a lowered speed limit is necessary to ensure the safety of the construction workers and drivers.

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

**Vote: 7 - 0 CARRIED**

- 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)

Laura Boyd, Finance Director, stated that this Ordinance is the same as the one that was approved on September 19, 2018. The title of one of the fund accounts was incorrect and needed to be corrected in the body of the Ordinance.

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

**Vote: 7 - 0 CARRIED**

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

Laura Boyd, Finance Director, stated that this Ordinance is like the one that was approved on September 19, 2018. A number was left off of a percentage within the body of the Ordinance and it needed to be corrected.

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**

10. PUBLIC COMMENTS

Ricky Soliz of Boy Scout Troop 124 was in attendance, with his father Johnny Soliz, to earn his Citizenship in the Community Merit Badge.

STAFF COMMENTS

Nicholas Finan, Executive Director of Management Services, wished his wife, Kimberly, a Happy 31st Anniversary.

Dennis Harris, Recreation and Tourism Director, stated that the Annual Breast Cancer Awareness Walk/Run will be October 6th and the Hallowpalooza will be on October 31st.

James Hartshorn, City Secretary, stated that the Art Walk and Old Smokey Cook-off will be on October 13th down on 6th Street.

11. COMMISSIONERS' COMMENTS

Commissioner At-Large Phil Roberts wished Commissioner District 4 Jami Clark a speedy recovery after her surgery.

Commissioner District 4 Jami Clark congratulated Ricky Soliz on raising hard working children and reminisced on how great of an athlete Mr. Soliz was when she coached his soccer team as a child.

12. ADJOURNMENT

Having no further business, Commissioner District 3 Dorthea Jones made a MOTION to ADJOURN at 5:48 p.m.; the motion was SECONDED by Commissioner At-Large Bruce Clawson. All present voted AYE. MOTION CARRIED.

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MATTHEW T. DOYLE, MAYOR

ATTEST:

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James M. Hartshorn, City Secretary

**CITY COMMISSION REGULAR MTG**

(7) (b)

**Meeting Date:** 10/17/2018

Texas City Paint and Wood Repair Project

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

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

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Approval of the purchasing of materials and services for the Texas City Paint and Wood Repair Project from Generocity Services Inc., a member of the Choice Partners Purchasing Cooperative.

**BACKGROUND**

On Monday August 20, 2018 at 11 a.m., a meeting was held with Generocity Services, Inc. regarding several four (4) structures in Heritage Park, and two (2) in the Skyline / Texas City Dike area. On Friday, September 29, 2018 a proposal was submitted to the Public Works Project Administrator.

A copy of this proposal is attached for your review.

**ANALYSIS**

it is the recommendation of the Public Works Department that the City of Texas City purchase paint and wood repair services and materials from Generocity Services, Inc. for the total budgeted amount of \$150,461.00 for all the painting and as much wood repair and this amount affords.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Exhibit A

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**RESOLUTION NO. 18-101**

**A RESOLUTION APPROVING THE PURCHASE OF MATERIALS AND SERVICES FOR THE TEXAS CITY PAINT AND WOOD REPAIR PROJECT FROM GENEROCITY SERVICES INC.; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, on August 20, 2018 a meeting was held with Generocity Services, Inc. regarding structures at Heritage Park and the Skyline/Texas City Dike area;

**WHEREAS**, on September 29, 2018, a proposal was sent to the Public Works Project Administrator; and

**WHEREAS**, it is the recommendation of the Public Works Department that the City of Texas City purchase paint and wood repair services and materials from Generocity Services, Inc. for the total budgeted amount of \$150,461.00 for all the painting and as much wood repair and this amount affords.

**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 the Texas City Paint and Wood Repair Project to Generocity Services, Inc.

**SECTION 2:** That the Mayor is hereby authorized to approve change orders, not to exceed 25% (twenty-five percent) of the contract amount, without bringing the matter before the Commission.

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

**PASSED AND ADOPTED this 17th 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



Services Inc

1212 Winding Way  
Friendswood, Texas 77546  
(281) 250-4155 Tel. (713) 456-2812 Fax

September 28, 2018

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Mr. Tommy Maris  
Facilities Dept.  
Client: City of Texas City  
Address: Texas City, Tx 77590

**Re: City of Texas City-Exterior Painting Projects Rev. 1**

Dear Mr. Maris,

Generocity Services Inc. is pleased to present our preliminary proposal for the above referenced project. This project is priced in accordance with our CHOICE PARTNERS Contract # 16/054JN-05 and excludes proprietary vendor and Owner's separate contractor pricing. **Note: Once proposal is approved by the board an R S Means Estimate will be provided as back-up for below pricing.**

**PRELIMINARY DESIGN SPECIFICATION WAIVER**

All designs and specifications presented herewith are preliminary and are subject to change after review of changes due to customer requests. Any costs associated with preliminary design and scope changes will be added to the final cost of the project.

**SCOPE OF WORK**

**Provide material, labor, equipment, and supervision to complete the following:**

1. Layout an area within the Lighthouse, Park Pavilion, Davison Home, Gazebo, Engineers House, William Moore House for designated painting.
2. Hydro-blast each structure with 3,000 psi pressure washer to remove delaminating non-hazardous paint and normal loose debris, non-hazardous contaminants, or delaminating items prior to performing paint.
3. Perform caulking sealant to normal cracks within sculptured wood, railings, sidings, windows and trim prior to applying finished paint.
4. Install one coat of Sherwin Williams exterior latex equivalent paint.
5. Install second finish coat of Sherwin Williams exterior latex equivalent finished paint.
6. Metal Surfaces will receive a Sherwin Williams DTM finished paint as needed.
7. Previously installed composite wood will not be painted and will be left in the natural state.
8. Clean up and dispose of all non-hazardous job-specific trash and debris at an off-site location

Generocity Services Inc can perform the above referenced work for the price of **\$75,000.00**

For accounting purposes pricing can be broken down as follows:

<b>Light House</b>	<b>\$8,775.00</b>
<b>Light House Metal Structure</b>	<b>\$2,575.00</b>
<b>Park Pavilion</b>	<b>\$7,300.00</b>
<b>Davison Home</b>	<b>\$30,400.00</b>
<b>Gazebo</b>	<b>\$2,500.00</b>
<b>Engineers House</b>	<b>\$11,700.00</b>
<b>William Moore House</b>	<b>\$11,750.00</b>

**Time of construction:**  
**To be determined**

### **VOLUNTARY ALTERNATES**

#### **Provide Siding/Wood Repairs**

Provide Carpenters at an hourly rate to remove rotten and delaminating wood surfaces within the structures. Additional work will need to be approved in writing by City of Texas City Official.

**Add..... \$35.00 per additional manhour.**

#### **Provide Replacement Materials**

Provide and install delaminating material, i.e. trims, sculptured wood, decking, soffits, lap siding and other items of soft or rotting condition within the structure on a cost-plus T&M basis once approved in writing by City of Texas City Official.

**Add.....Cost of material plus 25% Overhead & Profit.**

### **TECHNICAL CLARIFICATIONS**

1. Components and activities specifically excluded from this proposal:
  - a. Design and/or construction of permanent site storm water detention or drainage structures.
  - b. Testing of existing concrete slabs for moisture, alkali, and other contamination. Generocity Services will not be responsible for poor performance of adhered floor coverings on moisture-laden or contaminated floor slabs.
  - c. Subsurface dewatering, or the pumping of facility leaks and spills.
2. Our proposal includes the cost of providing materials and equipment called out by model numbers within the inquiry documents. When final engineering, calculations, shop drawings, or other documentation do not support the item physical characteristics, size, shape, operational requirements, etc. required by the Client, then changes may require additional cost.
3. If any code interpretation, that may be issued by the Client, his agents, the Municipal Plan Checking Department, Code Enforcement Department, or Inspection Department results in additional or more stringent project requirements than those shown graphically on the inquiry drawings, or that is specifically named or directed within the inquiry specifications (as they relate to the drawings), the additional cost shall be assessed and passed on to the Client.

### **COMMERCIAL TERMS & CONDITIONS**

1. Validation Period: This proposal is valid for a period of 30 calendar days after the "DATE" indicated above.
2. Material Cost Escalation: Due to the volatile and unpredictable global materials market pricing, Generocity Services, Inc. can not guarantee project-specific pricing for the validation period stated above. If material orders and required

shipments are made at current pricing, we will honor the material cost. If the cost of the material increases before shipment, then the change in price will be passed on to the Client/Owner.

3. Generocity Services Inc. will not perform work changes unless authorized in writing by the Client before the work begins. All cost assessments will include the cost of tangible items and the additional costs associated with schedule delays and extensions.
  4. When materials and permanent equipment that are purchased for this project are stored either on or off site as a result of delays by Client (or Owner), or the contractors, or agents of the same, progress pay requests will include these materials and equipment items for Client approval and payment within the contract pay period.
  5. Generocity Services, Inc. will not be held responsible for damages to any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cables, grounding, underground utilities and other obstacles.
  6. Generocity Services, Inc. will not be held responsible for personal injury from accidents resulting from encounters with any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cables, grounding, and other obstacles.
  7. Downtime or delays caused by Owner and/or Client during the field construction operations shall be assessed by Generocity Services, Inc. and reimbursed by Owner and/or Client.
  8. Repair costs and touch-up costs made necessary by damage caused by Owner's and/or Client's personnel will be assessed by Generocity Services Inc. and passed on to the Client.
  9. Our pricing is based on a 40-hour workweek. We have not included the cost of holiday or overtime work hours.
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We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,

*Chad Harris*

Chad Harris  
President  
Generocity Services Inc.

**CITY COMMISSION REGULAR MTG**

(7) (c)

**Meeting Date:** 10/17/2018

Kubota Tractors

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

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

**Department:** Public Works

---

**Information**

**ACTION REQUEST (Brief Summary)**

Approval of the purchase of 2 Kubota tractors through Buy Board - Local Government Purchasing Cooperative

**BACKGROUND**

This equipment is to replace current worn equipment for the Public Works Department. Funds are available from the Capital Equipment Replacement Fund - Street & Bridge in the 2018 / 2019 Budget.

A contract pricing worksheet is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to award the above Buy Board purchase totaling \$62,740.66.

Thank you

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Exhibit A

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**RESOLUTION NO. 18-102**

**A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF TWO (2) KUBOTA TRACTORS THROUGH BUYBOARD, A STATE OF TEXAS COOPERATIVE PURCHASING PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the Public Works Department requests approval for the purchase of two (2) Kubota Tractors through BuyBoard, a State of Texas Cooperative Purchasing Program; and

**WHEREAS**, this equipment is to replace current worn down equipment for the Public Works Department. Funds are available from the Capital Equipment Replacement Fund - Street & Bridge in the 2018/2019 Budget; and

**WHEREAS**, the total purchase price for two (2) Kubota Tractors is \$62,740.66.

**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 purchase of two (2) Kubota Tractors through BuyBoard, a State of Texas Cooperative Purchasing Program, for a total price of \$62,740.66.as set out on the quote attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 17th 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

---

Russell F. Plackemeier  
City Attorney



CE - #515-16, GM - #529-17

M7060HD WEB QUOTE #1161440

Date: 10/2/2018 7:10:19 AM

-- Customer Information --

Zuniga, Abraham  
 City of Texas City Streets  
 azuniga@texascitytx.gov  
 4096555918

Quote Provided By  
 LANSLOWNE-MOODY COMPANY -  
 EAST HOUS  
 Russ Humphries  
 8445 EAST FWY  
 HOUSTON, TX 77029  
 email: russhumphries@lmtractor.com  
 phone: 281.460.7951

-- Standard Features --

-- Custom Options --



Not Available in Nebraska

M Series

M7060HD

UTILITY ROPS TRACTOR, 4WD, HYDRAULIC-SHUTTLE  
 TRANSMISSION

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**

Model # V3307-CR-TE4  
 CRS – Common Rail Fuel Injection  
 Electronic Governor Control  
 Turbocharged with EGR Valve  
 4 Cyl - 203 cu. in.  
 ^ 71 Net Eng. HP  
 ^ 64 PTO HP  
 EPA Tier IV Emission Certified  
 12V 700 CCA Battery  
 Charging Output 45 amps (ROPS)

**FLUID CAPACITY**

Fuel Tank (ROPS) 18.5 gal  
 Cooling System 6.6 qts  
 Crankcase 8.5 qts  
 Transmission and  
 Hydraulics 10.6 gal  
 Front Axle (4WD) 8.5 qts

**HYDRAULICS / HITCH / DRAWBAR**

Open Center Gear Type  
 First Remote (SCD) with Self  
 Canceling Detents

**Eight Speed Models**

6.1 gpm Power Steering  
 11.0 gpm Remotes / 3 Pt. Hitch  
 @ 2770 psi  
 17.2 gpm Total  
 Cat II 3-point Hitch  
 At lift Point 4200 lbs.  
 24" Behind 3307 lbs.  
 Telescoping Lower Links  
 Stabilizers  
 Swinging Drawbar

**DRIVE TRAIN**

**Eight Speed Models**  
 Four Speed Fully Synchronized  
 8F/8R Speeds Hydraulic shuttle  
 Cassette Type Creep Speed option  
 Planetary  
 Final Drives  
 Rear Diff. Lock (ALL)

**SAFETY EQUIPMENT**

Flip-Up PTO Shield  
 Safety Start Switches  
 PTO – OPC (Operator Presence  
 Control, Alarm 10 seconds  
 Electric Key Shut Off  
 Mechanical Wet Disc Brakes  
 Parking Brakes  
 Turn Signals  
 SMV Sign

**POWER TAKE OFF**

Live-Independent Hyd. PTO  
 SAE 1 3/8" Six Spline  
 540 rpm @ 2160 Eng. rpm

**ROPS MODEL**

2-Post Foldable ROPS  
 Retractable Seat Belt

**FRONT AXLE**

Hydrostatic Power Steering  
 4WD Bevel Gear  
 Cast Iron  
 55 Degree turning angle  
 Limited Slip Differential  
 Adj. (Rim) Tread Spacing  
 HDC12:  
 4WD Automatic braking from 2WD with  
 both brakes applied  
 Electro/hydraulic engagement of front  
 wheel drive

**LIGHTING**

2 Headlights w/sidelights  
 2 Tail lights  
 2 Hazard Flasher Lights with Turn  
 Signals (ROPS)  
 7 Pin Electrical Trailer Connector

**INSTRUMENTS**

Tachometer/Hour meter  
 Oil Pressure  
 Fuel Gauge  
 Coolant Temperature

^ Manufacturer estimate.

**SELECTED TIRES**

AMR8797 & ALR8917 INDUSTRIAL TIRES  
 FRONT - 14-17.5 R4 With 0.55" Inset  
 REAR - 16.9-24 R4 Titan Industrial Tractor Lug

M7060HD Base Price: \$34,948.00

(1) 2ND POSITION VALVE MOUNTING KIT M7607-2ND POSITION VALVE MOUNTING KIT	\$140.00
(1) HYDRAULIC FLOAT DETENT (FD) REMOTE VALVE M7605-HYDRAULIC FLOAT DETENT (FD) REMOTE VALVE	\$684.00
(1) MOUNTING BRACKET FOR CANOPY E1136-MOUNTING BRACKET FOR CANOPY	\$191.00
(1) DELUXE FIBERGLASS CANOPY KIT E1134-DELUXE FIBERGLASS CANOPY KIT	\$387.00

**Configured Price: \$36,350.00**

**BUY BOARD Discount: (\$7,997.00)**

**SUBTOTAL: \$28,353.00**

2Yr M7060HD Extended Warranty (2000 hrs.) \$1,650.00

Factory Assembly: \$250.00

Dealer Assembly: \$232.33

Freight Cost: \$635.00

PDI: \$250.00

Total Unit Price: \$31,370.33

Quantity Ordered: 2

Final Sales Price: \$62,740.66

**Purchase Order Must Reflect  
 the Final Sales Price**

To order equipment – purchase orders must be made out and returned to:

**Kubota Tractor Corporation**  
**Attn: National Accounts**  
**1000 Kubota Drive**  
**Grapevine, TX 76051**  
**or email NA.Support@kubota.com**  
**or call 817-756-1171 or fax 844-582-1581**

\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

**CITY COMMISSION REGULAR MTG**

(7) (d)

**Meeting Date:** 10/17/2018

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-103, appointing and/ or re-appointing members to the Housing Authority Board. (City Secretary)

**BACKGROUND**

The Texas City Housing Authority needs to officially remove Bob Greeley and Russell Plackemeier from their board and appoint Thelma Bowie as one of the two replacements. A quorum can be made with the appointment and as soon as the mayor finds another replacement it will be brought to the city commission for approval.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 18-103**

**A RESOLUTION APPOINTING AND/OR REAPPOINTING MEMBERS TO THE HOUSING AUTHORITY OF THE CITY OF TEXAS CITY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, in order to continue the uninterrupted and efficient operation of the Housing Authority, it is necessary to appoint or reappoint members to fill two (2) vacant positions; and

**WHEREAS**, the Housing Authority Board appoints Thelma Bowie to replace Russell Plackemeier.

**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 or reappoints the individuals named on the attached Exhibit "A" to the various Boards and Committees for the terms as stated therein.

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

**PASSED AND ADOPTED this 17th 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

**EXHIBIT "A"**

<b>Boards, Commissions and Committees</b>	<b>Reappointment</b>	<b>Appointment</b>	<b>Term Expires</b>
Housing Authority	Joyce Dunn		9/30/2019
Housing Authority	Elida Matthews		9/30/2019
Housing Authority	Robert "Bob" Greely		?
Housing Authority	Felix Herrea		?
Housing Authority	Thelma Bowie	Thelma Bowie	09/30/2019

**CITY COMMISSION REGULAR MTG**

**(7) (e)**

**Meeting Date:** 10/17/2018

Two (2) 2019 Dump Trucks

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

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

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Approval of the purchase and deliver of two (2) 2019 Dump trucks through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, for the total contract price of \$214,750.00..

**BACKGROUND**

The dump trucks will be replacing Public Works current 2000 models. Funds are available in the Capital Equipment Replacement Fund.

The contract pricing worksheet is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to award the purchase delivery of the two (2) 2019 dump trucks, through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program for the total contract price of \$214,750.00

Thank you

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Exhibit A

---

**RESOLUTION NO. 18-104**

**A RESOLUTION APPROVING PURCHASE OF TWO (2) 2019 DUMP TRUCKS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL, FOR PUBLIC WORKS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, Public Works desires to purchase two (2) 2019 Dump Trucks through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, for the total contract price of \$214,750.00; and

**WHEREAS**, funds for the purchase (2) 2019 Dump Trucks are available in the Capital Equipment Replacement Fund.

**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 hereby approves the purchase (2) 2019 Dump Trucks for use by Public Works, Street and Bridge Department, for the contract amount of \$214,750.00, through H-GAC, as set out on the Worksheet attached hereto as **Exhibit "A"** and incorporated herein for all intents and purposes.

**SECTION 2:** That the Mayor is authorized to execute any documentation necessary for the purchase of the two (2) 2019 Dump Trucks.

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

**PASSED AND ADOPTED this 17th 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**

(7) (f)

**Meeting Date:** 10/17/2018

2018/19 Public Consulting Group Extension of Service Contract

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

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

**Department:** Fire Department

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**Information**

**ACTION REQUEST (Brief Summary)**

Authorization for the Mayor to execute an extension of the agreement for professional services with Public Consulting Group, Inc. to continue a program that provides additional revenue to the Fire Department EMS program.

**BACKGROUND**

On January 21, 2015 the City Commission authorized the Mayor to enter into an agreement with Public Consulting Group, Inc. to provide professional services related to supplemental Medicare and Medicaid Services.

**ANALYSIS**

The agreement permits extension of the original two year agreement for three additional twelve month periods. This requested extension would cover the second 12 month period of extension.

**ALTERNATIVES CONSIDERED**

None.

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**Fiscal Impact**

**Attachments**

Resolution

Exhibit A

---

**RESOLUTION NO. 18-105**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXTEND THE AGREEMENT WITH PUBLIC CONSULTING GROUP, INC FOR PROFESSIONAL SERVICES RELATED TO THE ADMINISTRATION OF THE FEDERAL GOVERNMENT AMBULANCE SUPPLEMENTAL PAY PROGRAM DESIGNED TO PROVIDE ADDITIONAL REVENUE TO THE FIRE DEPARTMENT EMS PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies (Supplemental Payments) for certain classes of providers pursuant to 42 CFR 447.321, Section 1902(a)(30) of the Social Security Act, and

**WHEREAS**, the alternative payment methodologies would supplement current Medicaid payments received by the CITY, and would be based on cost reimbursement for Medicaid-eligible costs, and

**WHEREAS**, CONTRACTOR possesses professional skills that can assist CITY in analyzing and reporting costs to secure supplemental CMS payments; and

**WHEREAS**, CITY previously engaged CONTRACTOR as an independent contractor to perform certain professional services in connection with this initiative in January 2015; and

**WHEREAS**, the agreement permits extension by mutual consent of the Parties;

**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 hereby authorizes the Mayor to extend the Agreement with Public Consulting Group, Inc. in substantially the same form attached hereto as **Exhibit "A"** and made part thereof.

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

**PASSED AND ADOPTED this 17th 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

## AMENDMENT NO. 1 TO THE CONTRACTOR AGREEMENT

This First Amendment (the "Amendment") to that certain Contractor Agreement entered by City of Texas City, Texas ("CITY") and Public Consulting Group, Inc. ("PCG"), as of January 22, 2015 (the "Agreement"), is made effective as of September 20, 2018.

**WHEREAS**, the parties agree to amend the Agreement pursuant to Attachment B of the Contractor Agreement to extend the agreement for contractor services for a 12-month period.;

**NOW, THEREFORE**, in consideration of the foregoing, the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties agree that the Contractor Agreement shall be extended for a 12-month period. With this amendment, PCG will provide Texas City with professional services to assist the City in collecting additional revenue from the Ambulance Supplemental Payment Program for Fiscal Year 2017 (October 1, 2016 – September 30, 2017). This is the first option exercised on the agreement and two additional one year options remain.
2. Conflict in Terms. Except as amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.
3. Authorship. The Parties agree that the terms of this Amendment result from negotiations between them. This Amendment will not be construed in favor of or against either Party by reason of authorship.
4. Severability. If any provision in this Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Amendment shall continue in full force and effect.
5. Waiver. The failure of a party to enforce a provision of this Amendment shall not constitute a waiver with respect to that provision or any other provision of this Amendment.
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.



7. Authority. Each Party to this Amendment, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such Party.
  
8. Entire Agreement; Non-Reliance. The Agreement, as amended by this Amendment, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings or representations with respect thereto. Neither Party is relying upon any agreement or representation by the other Party except as set forth in the Agreement, as amended by this Amendment.
  
9. Applicable Law, Jurisdiction, and Venue. This Amendment is to be construed, interpreted, and enforced under and in accordance with the same governing law as set forth in the Agreement, without regard to choice of law provisions. The parties consent to personal jurisdiction in that state or district's courts and that venue is appropriate.

IN WITNESS WHEREOF, Texas City and PCG have executed this Amendment as of the date stated above.

PUBLIC CONSULTING GROUP, INC.

CITY of TEXAS CITY, TEXAS

By: James D. Doherty

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

Name: [Signature]

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

Title: Associate Manager

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

Date: 9/21/13

Date: \_\_\_\_\_

**CITY COMMISSION REGULAR MTG**

(7) (g)

**Meeting Date:** 10/17/2018

Excavator

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

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

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve the purchase of a Doosan DX180LC-5 Hydraulic Excavator through Buy Board - Local Government Purchasing Cooperative.

**BACKGROUND**

This equipment is to be purchased for the Public Works Department. Funds are available from the Capital Equipment Replacement - Street & Bridge in the 2018 / 2019 Budget.

A contract pricing worksheet is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to award the above Buy Board purchase totaling \$145,292.00

Thank you.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Exhibit A

---

**RESOLUTION NO. 18-106**

**A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF A DOOSAN DX180LC-5 HYDRAULIC EXCAVATOR THROUGH BUYBOARD, A STATE OF TEXAS COOPERATIVE PURCHASING PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the Public Works Department requests approval for the purchase of a Doosan Dx180lc-5 Hydraulic Excavator through BuyBoard, a State of Texas Cooperative Purchasing Program; and

**WHEREAS**, this equipment is to replace current worn down equipment for the Public Works Department. Funds are available from the Capital Equipment Replacement Fund - Street & Bridge in the 2018/2019 Budget; and

**WHEREAS**, the total purchase price for a Doosan Dx180lc-5 Hydraulic Excavator is \$145,292.00.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves the purchase of a Doosan Dx180lc-5 Hydraulic Excavator through BuyBoard, for a total price of \$145,292.00 as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 17th 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

**CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**

**BUYBOARD 515-16**

End User: City of Texas City

R.B. Everett & Co. Rep: Rick Vincent  
 281-991-8161 713-805-7970

Contact: Glenn Riske

Date: 10/03/18

Product Description: Doosan DX180LC-5 Hydraulic Excavator

A. Base Price: \$ **\$ 153,920.00**

**B. Published Options [Itemize Each Below]**

Options	Bid Price	Options	Bid Price
One & Two-way Piping	\$6,000.00		
1.08 Cu.Yd. 42" Severe Duty Bucket	\$5,572.26		
0.80 Cu.Yd. 60" Width Ditching Bucket	\$3,599.58		
Hydraulic Thumb; Generic 4-Tine us			
Used Without Coupler	\$ 5,387.00		

**Total of B. Published Options:** \$ **20,558.84**

**C. Unpublished Options [Itemize each below, not to exceed 25%]**

Options	Bid Price	Options	Bid Price
1 Year Standard Warranty	\$0.00		
3 Year/5000 Hour Power Train and Hydraulics	\$0.00		

**Total of C. Unpublished Options:** \$ **-**

**D. Contract Price Adjustment**      Discount: 15%      **(\$26,172.00)**

**E. Freight Charges:**      **\$750.00**

**F. Total of A + B + C + D + E = F**      **\$ 149,056.84**

**G. Quantity Ordered**      1 x F =      **\$ 149,056.84**

**H. Non-Equipment Charges & Credits**      Special Mfg. Discount      **(\$3,764.84)**

**I. TOTAL PURCHASE PRICE**      **\$ 145,292.00**

**CITY COMMISSION REGULAR MTG**

(7) (h)

**Meeting Date:** 10/17/2018

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-107, appointing and/or reappointing members to the Southeast Texas Housing Finance Corporation (SETH) . (Management Services)

**BACKGROUND**

Mayor Doyle would like to appoint Georgia Meyer to continue as the city's representative on the Southeast Texas Housing Finance (SETH Financing) board. The term is for 3 years.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 18-107**

**A RESOLUTION APPOINTING GEORGIA MEYER TO SERVE AS THE CITY OF TEXAS CITY'S REPRESENTATIVE ON THE BOARD OF DIRECTORS OF THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**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 Georgia Meyer to serve as the City of Texas City's Representative on the Board of Directors of the Southeast Texas Housing Finance Corporation, for a term of three (3) years, with a beginning date of October 19, 2018.

**SECTION 2:** That the City Commission of the City of Texas City, Texas, hereby authorizes the Mayor to execute any documents necessary to effectuate this appointment.

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

**PASSED AND ADOPTED this 17th 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

---

Russell F. Plackemeier  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(7) (i)**

**Meeting Date:** 10/17/2018

Asphalt Distributor

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

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

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Approval of the purchase and delivery of a 2000 gallon asphalt distributor through the Houston - Galveston Area Council (H-GAC) Cooperative Purchasing Program for the total contract amount of \$179,872.00.

**BACKGROUND**

This equipment is to replace worn equipment. Funds are available through the Capital Replacement Fund - Street & Bridge in the 2018 / 2019 Budget.

A contract pricing work sheet is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to award the purchase and delivery of the Asphalt Distributor, through the Houston - Galveston Area Council (H - GAC) Cooperative Purchasing Program for the total contract amount of \$179,872.00.

Thank you.

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**Attachments**

Resolution

Exhibit A

---

**RESOLUTION NO. 18-108**

**A RESOLUTION APPROVING PURCHASE OF A 2,000 GALLON ASPHALT DISTRIBUTOR THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM, FOR PUBLIC WORKS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, Public Works desires to purchase a 2,000-gallon Asphalt Distributor through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, for the total contract price of \$179,872.00; and

**WHEREAS**, funds for the purchase a 2,000-gallon Asphalt Distributor are available in the Capital Equipment Replacement Fund – Street & Bridge in the 2018/2019 budget.

**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 hereby approves the purchase of a 2,000-gallon Asphalt Distributor for use by Public Works, Street and Bridge Department, for the contract amount of \$179,872.00, through H-GAC, as set out on the Worksheet attached hereto as **Exhibit “A”** and incorporated herein for all intents and purposes.

**SECTION 2:** That the Mayor is authorized to execute any documentation necessary for the purchase of the 2,000-gallon Asphalt Distributor.

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

**PASSED AND ADOPTED this 17th 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



**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract No.:

HT06-18

Date Prepared:

10/4/2018

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	Texas City	Contractor:	Houston Freightliner
Contact Person:	Glenn Risko	Prepared By:	Adam Neuse
Phone:		Phone:	713-580-8148
Fax:		Fax:	713-676-1603
Email:		Email:	adam.neuse@strhouston.com

Product Code:	C1	Description:	2019 Freightliner 108SD SRA
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 70380

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Battery Disconnect Mtd LH Driver Seat	131		
189" Wheelbase	649		
Front Tow Hooks	71		
Air Cab Mounts	91		
Stationary Grille	221		
Dual West Coast Mirrors w LH/RH Remote	215		
Basic High Back Air Driver Seat	159		
Adjustable Steering Column	359		
AM/FM Radio	299		
		Etnyre Centennial 2000 Gallon Asphalt Distributor	106679
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal B:</b>	108874

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
MXL 17T Meritor Extended Lube Main Driveline	448		
9/32x3-7/16x10-1/16" Frame 120 KSI	76		
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal C:</b>	524

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	179778	=	Subtotal D:	179778
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**E. H-GAC Order Processing Charge (Amount Per Current Policy)** Subtotal E: 1500

**F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
Discount	-1406		
		<b>Subtotal F:</b>	-1406

**Delivery Date:** **G. Total Purchase Price (D+E+F):** 179872

**CITY COMMISSION REGULAR MTG**

**(7) (j)**

**Meeting Date:** 10/17/2018

Annual property, liability, and workers' compensation insurance coverage

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-109, approving the payment of property, liability, and workers' compensation insurance premiums for the period October 1, 2018 through September 30, 2019.

**BACKGROUND**

Annual premiums paid to Texas Municipal League Intergovernmental Risk Pool (TML-IRP). For 2018/2019 premiums are as follows:

Property and Liability: \$351,810.20

Workers' Compensation: \$220,206.00

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 18-109**

**A RESOLUTION APPROVING THE PAYMENT OF PROPERTY, LIABILITY, AND WORKERS' COMPENSATION INSURANCE PREMIUMS FOR THE PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the annual premiums will be paid to Texas Municipal League Intergovernmental Risk Pool (TML-IRP); and

**WHEREAS**, for 2018/2019 premiums are as follows:

Property and Liability: \$351,810.20

Workers' Compensation: \$220,206.00

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves the payment of property, liability, and workers' compensation insurance premiums for the period October 1, 2018 through September 30, 2019.

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

**PASSED AND ADOPTED this 17th 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**

(7) (k)

**Meeting Date:** 10/17/2018

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

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-110, replacing Andrea Reinke on the Zoning Commission Board. (City Engineer)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 18-110**

**A RESOLUTION APPROVING THE APPOINTMENT OF THELMA BOWIE TO THE ZONING COMMISSION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the Zoning Commission is composed of five (5) members, and the members are appointed for terms of two (2) years; and

**WHEREAS**, in order to continue the uninterrupted and efficient operation of the Zoning Commission, the City Engineer has recommended the appointment of Thelma Bowie to replace Andrea Reinke to this Commission; and

**WHEREAS**, Thelma Bowie will serve on the Zoning Commission for the remainder of Andrea Reinke's unexpired two-year term to conduct such business as may be properly brought before this Commission.

**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 appointment of Thelma Bowie to serve on the Zoning Commission.

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

**PASSED AND ADOPTED this 17th 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**

**(7) (I)**

**Meeting Date:** 10/17/2018

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-111, approving an agreement with a third party administrator(s) for the City's self-funded health, dental and vision insurance, ancillary services, and stop loss insurance for employee insurance benefits. (Human Resources)

**BACKGROUND**

The City is coming to the end of a three year agreement with Cigna to be a third party administrator of the City's self-insured health insurance program. City staff have worked with the City's insurance broker (Gallagher) to review proposals from various service providers for health insurance administration, Stop/Loss insurance, vision, dental, and ancillary services such as life insurance, catastrophic health insurance, etc. Gallagher has worked with staff to narrow down the final proposal and mix of providers and will review with the Mayor on Monday, Oct. 15. Once the final decision has been made, the City Commission will receive the relevant information in an email and the names and amount of the services. Due to deadlines for initiating open enrollment for health insurance in November, final action needs to be taken at this meeting on October 17th.

**Update: After meeting with Gallagher, staff is recommending the attached Executive Summary (indicates service providers and costs/cost savings). The acceptance of this proposal does not affect plan designs or costs to the employees. It is only the selection of the Service Providers for the various aspects of the City's Health Care Benefits. In short, the City, working with Gallagher is anticipated to save an estimated \$400,000 in medical expenses mostly due to savings provided through pharmacy rebates. The City will stay with Cigna & Express Scripts for the Medical aspects, Dental and Vision with MetLife, and Long Term Disability and Life insurance Voya. Since we are staying with Cigna, the plan remains the same. MetLife and Voya bid based upon a comparable or better plan which were the same for the most part. All medical providers would remain the same, so no one will have to find new doctors or specialists.**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Attachment

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**RESOLUTION NO. 18-111**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CIGNA AS THE THIRD PARTY ADMINISTRATOR FOR THE CITY'S SELF-FUNDED MEDICAL AND STOP LOSS INSURANCE, EXPRESS SCRIPTS AS THE THIRD PARTY ADMINISTRATOR FOR PHARMACY BENEFITS, METLIFE FOR DENTAL AND VISION COVERAGES AND VOYA FOR LIFE AND LONG-TERM DISABILITY FOR EMPLOYEE INSURANCE BENEFITS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the decision to select Cigna & Express Scripts will have an estimated total savings in excess of \$280,000.00 over the next year vs. proposed of United Healthcare; and

**WHEREAS**, The decision to select MetLife for Dental and Vision will have an estimated total savings in excess of \$25,000.00 over the next year vs. Cigna's renewal; and

**WHEREAS**, The decision to select Voya for Life and Disability will have an estimated total savings in excess of \$100,000.00 over the next year vs. Standard's renewal.

**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 Agreements with Cigna Insurance, Express Scripts, MetLife, and Voya for City employee insurance benefits.

**SECTION 2:** That the City Commission of the City of Texas City, Texas, hereby authorizes the Mayor to negotiate and execute any documentation or agreements necessary to participate in said insurance plans.

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

**PASSED AND ADOPTED this 17th day of October 2018.**

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

ATTEST:

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James M. Hartshorn  
City Secretary

APPROVED AS TO FORM:

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Russell F. Plackemeier  
City Attorney



# City of Texas City Best and Final RFP Discussion

October 15, 2018

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**Gallagher**

Insurance | Risk Management | Consulting

# Executive Summary



Insurance | Risk Management | Consulting

Gallagher Requested Formal proposals for lines of coverage that are currently sponsored by the City of Texas City. Based off initial responses and City feedback we requested Best and Final from three medical, MetLife for Dental & Vision, and four carriers for Life & Disability.

- **Medical** — We had Four respondents including Cigna, UnitedHealth, BCBS of Texas, and TML
  - Final Plan includes slight plan changes to current PPO plan and CHDP Plans for 2019
  - Based off overall competitiveness recommend to keep medical and stop-loss with Cigna
- **Pharmacy (PBM)** — We had the same as respondents as Medical plus Express Scripts, CVS, and Envision Rx
  - Major difference in Rebates back to the City for carved out Pharmacy Benefit Managers vs. keeping carved in.
  - Performance guarantee for discounts and rebates and built in performance audits for carved out PBM.
  - Based off improvement in contract and rebates with minimal formulary disruption we recommend moving to Express Scripts.
- **Stop-Loss**
  - We were not able to secure more competitive carved out stop-loss due to current high claims and prior period high claims.
  - Recommend renewing with Cigna for 2019 with pharmacy included for specific and aggregate coverages.
- **Dental** — 10 Respondents with varying degrees of competitiveness and similar plans both fully insured and self-funded
  - From the proposals recommend the City to move to MetLife and away from Cigna. Coverage will be slightly better as well.
- **Vision** — 12 Respondents — MetLife offered a competitive plan and a three year rate guarantee. Recommend MetLife
- **Life & Disability** — 7 Respondents
  - None of the responding carriers were interested in a buy-out provision for retirees however based off savings would be in City's interest to move to Voya based off competitiveness of offer and long-term guarantee.
  - Recommend Voya for Life and LTD coverages



# Executive Summary

This is a financial illustration of the 2018 expected costs & renewal versus the recommended carrier for 2019.

	Current		Initial Renewal	
	Carrier	2018 Expected	2019 Renewal	Increase
Medical	Cigna	\$6,800,342	\$7,028,592	\$228,250
Dental	Cigna	\$254,928	\$262,886	\$7,959
Vision	Cigna	\$71,620	\$79,610	\$7,990
Life	The Standard	\$197,581	\$197,581	\$0
Disability	The Standard	\$88,734	\$88,734	\$0
<b>Total</b>		<b>\$7,413,204</b>	<b>\$7,657,403</b>	<b>\$244,199</b>

	1/1/2019 Proposed		Guarantee	Difference
	Carrier	2019 Expected		
Medical	Cigna & Express Scripts	\$6,519,100	Med- 1 Year, PBM 3 Years	-\$281,242
Dental	MetLife	\$232,238	6% Rate Cap Years 2 & 3	-\$22,690
Vision	MetLife	\$73,924	3 Years	\$2,304
Life	Voya	\$117,517	3 Years	-\$80,064
Long Term Disability	Voya	\$63,706	2 Years	-\$25,027
<b>Total</b>		<b>\$7,006,485</b>		<b>-\$406,720</b>

**CITY COMMISSION REGULAR MTG**

**(7) (m)**

**Meeting Date:** 10/17/2018

Doyle Convention Center Chiller Replacement

**Submitted For:** Debbie Gurka, Administration

**Submitted By:** Debbie Gurka,  
Administration

**Department:** Purchasing

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve the Doyle Convention Center Chiller Replacement for the quoted price of \$355,773.00 submitted by Hunton Services.

**BACKGROUND**

**ANALYSIS**

The Doyle Convention Center Chillers are approximately nineteen years old. It would be in the City's best interest to replace the Chillers due to on going maintenance cost.

It is the recommendation of Steve Booker, Building Maintenance Crew Leader to proceed with the Chiller replacement at the Doyle Convention Center using Hunton Services of Houston Texas under the Choice Partners National Purchasing Cooperative and Procurement Contract 14/021JN-05.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Hunton Services Quote

Choice Partners Contract Number

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**RESOLUTION NO. 18-112**

**A RESOLUTION APPROVING THE CHILLER REPLACEMENT FOR THE CHARLES T. DOYLE CONVENTION CENTER; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the Charles T. Doyle Convention Center Chillers are approximately nineteen (19) years old; and

**WHEREAS**, due to ongoing maintenance cost, it would be in the best interest of the City to replace the Chillers; and

**WHEREAS**, it is the recommendation of Steve Booker, Building Maintenance Crew Leader to proceed with the Chiller replacement at the Charles T. Doyle Convention Center using Hunton Services of Houston Texas under the Choice Partners National Purchasing Cooperative and Procurement Contract 14/021JN-05.

**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 purchase of a replacement Chiller for the Charles T. Doyle Convention Center for the purchase price of \$355,773.00 as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 17th 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

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Russell F. Plackemeier

City Secretary

City Attorney



*High Performance Buildings for Life*

# City of Texas City Service Proposal

Doyle Convention Center Chiller Replacement

Choice Facilities Contract # 14/021JN-05

Authorized Warranty Service  
TACLA009290C  
MPL38267



**TRANE**

5622 Lone St  
Houston, TX 77087

p. 713.643.8336  
f. 713.583.6579

customerservice@huntinggroup.com  
www.huntonservices.com



Quote No. QUO-28009-D8L7X9  
Date: 6/13/2018

**To:** City of Texas City  
2010 5th Avenue  
City of Texas City, Texas 77592

**Attn:** Mr. Steve Booker

As the Trane™ Company's authorized service provider for southeast Texas, we are pleased to offer the following proposal:

**Scope of work:**

Disconnect two (2) Trane Model RTAA125 and one (1) Trane Model RTAA080 air-cooled chiller

Provide crane and rigging to set the disconnected chillers on an owner provided trailer. Offloading of chillers at a different location is NOT included.  
Refrigerant recovery and or disposal is not included.

Provide and install two (2) Trane Model CGAM130 and one (1) Trane CGAM080, air-cooled chiller with the following options:

- Startup Included - Trane Service must start equipment for warranty to be honored
- 60 hertz - 460 volt 3 phases
- High efficiency/performance
- Full factory refrigerant charge (HFC-410A)
- With factory installed freeze protection
- Refrigerant isolation valves (discharge valve)
- Factory installed flow switch and water strainer
- Grooved pipe connection
- Factory insulation 0.75" - all cold parts
- Wide ambient operation (up to 125F/up to 52C)
- CompleteCoat lanced aluminum fins on copper tubes
- Across the line starter/direct on line
- Single point connection main line unit power-ancillary items require other power
- Terminal block connection for incoming lines
- BACnet interface
- Elastomeric isolators
- 1st year parts, labor & ref warranties
- The new chillers to set on the existing housekeeping pads without modification
- Disconnect and reconnect the existing electrical without modification
- Modify the existing chilled water piping to mate to the new chillers
- Replacement of the chilled water pumps is not included.
- Insulate the new piping to match the existing
- Trucking, crane, rigging, and rigging personnel are included
- Replacement of isolation valves, control valves, wye strainers, check valves, pipe flex connectors, etc. is not included.
- Provide and install new gauges, thermometers, and petes plugs.
- Disconnect and reconnect the existing controls without modification



Pricing is based on three mobilizations (see below for options)

Per the owner a mechanical permit is required which will be provided by the City of Texas City at no cost.

All work to be performed during normal business hours (M-F 7:00am - 3:30pm)

**Total price for labor and materials for above scope ..... \$355,773.00**

**Adds and Deducts:**

Provide 2nd -5th Year Parts Only Warranty (ADD)	\$14,342
Provide 2nd -10th Year Parts Only Warranty (ADD)	\$32,233
Provide 2nd -5th Year Parts, Labor, and Refrigerant Warranty (ADD)	\$35,634
Provide 2nd -10th Year Parts, Labor, and Refrigerant Warranty (ADD)	\$82,874
Louvered Panels (Add)	\$4,436

If we can re-use the existing disconnect and only replace the fuses for the 80 ton (DEDUCT)	\$1,714
If a dedicated 120 vac circuit is present at each chiller (DEDUCT)	\$2,143
Replacement of the chillers in two trips instead of three (DEDUCT)	\$4,429
Replacement of the chillers in one trip instead of three (DEDUCT)	\$8,286

**Exclusions:**

1. The price does not include sales tax unless specifically stated below. Taxes will be billed in addition at the time of job completion unless Hunton Services is furnished a Tax Exemption Certificate.
2. This quotation is based on straight time labor unless indicated otherwise.
3. Any additional work not covered by the scope of this proposal will require written authorization by the customer before Hunton Services can proceed.
4. Water Treatment is not included.
5. Temporary Cooling is not included.
6. Building Automation or Controls are not included unless specified above.
7. Replacement of breakers, starters, and or disconnect switches (unless noted above)
8. Replacement of pumps
9. All freight charges incurred by Hunton Services will be billed with a 15% surcharge.
10. This proposal is firm for thirty (30) days unless stated otherwise.
11. See 'Construction Terms and Conditions' for terms and conditions of sale.

**Jose Duron**

Business Development  
5622 Luce St., Houston, TX 77087  
Office: 713-643-8336  
Mobile: (713)252-8065  
Email: JDuron@huntinggroup.com



*High Performance Buildings for Life*

The proposal and the terms and conditions contained herein are accepted and Hunton Services is authorized to proceed with the work.	
Customer:	<u>City Of Texas City</u>
By:	<u>Steve Booker</u>
Title:	<u>Building Maintenance</u>
Date:	<u>10/4/2018</u>
P.O. Number:	<u>21900092</u>



## CONSTRUCTION TERMS & CONDITIONS

**Acceptance:** A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. Any rebate from CenterPoint Energy has been accounted for in the price of this proposal; therefore, Hunton Services will retain any rebate funds. If your order is an acceptance of a written proposal, on a form provided by Hunton Services, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Hunton Services' offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale.

**Exclusions from Work:** Hunton Services' obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans with Disabilities Act or any other law or building code(s).

**Construction Procedures:** Hunton Services shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

**Payment Terms:** Customer shall pay Hunton Services invoices within net thirty (30) days of invoice date. Hunton Services may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Hunton Services, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. If payment is not received as required hereby, Hunton Services may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Hunton Services for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Hunton Services in attempting to collect amounts due and otherwise enforcing these terms and conditions.

**Time For Completion:** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Hunton Services, all dates provided by Hunton Services or its representatives for commencement, progress or completion are estimates only. While Hunton Services shall use commercially reasonable efforts to meet such estimated dates, Hunton Services shall not be responsible for any damages for its failure to do so.

**Access:** Hunton Services and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Hunton Services and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Hunton Services' access to correct any emergency condition shall not be restricted.

**Permits and Governmental Fees:** Hunton Services shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Hunton Services' subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

**Utilities during Construction:** Hunton Services shall be provided without charge of water, heat, and utilities during performance of the Work.

**Concealed Or Unknown Conditions:** In the performance of the Work, if Hunton Services encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Hunton Services shall notify Customer of such conditions promptly, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in Hunton Services' cost of, or time required for, performance of any part of the Work, Hunton Services shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both. Any loss contributed to, or aggravated by rust, mold, fungus, wet or dry rot and any resulting is always excluded under this contract however caused.

**Asbestos and Hazardous Materials:** Hunton Services' Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Hunton Services, there are no Hazardous Materials on the Premises that will in any way affect Hunton Services' Work and Customer has disclosed to Hunton Services the existence and location of any Hazardous Materials in all areas within which Hunton Services will be performing the Work. Should Hunton Services become aware of or suspect the presence of Hazardous Materials, Hunton Services may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to

correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims.

including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by Hunton Services. Hunton Services shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Hunton Services be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

**Conditions Beyond Control Of Parties:** If Hunton Services shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at Hunton Services' election (i) remain in effect but Hunton Services' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Hunton Services for all parts of the Work furnished to date and all damages sustained by Hunton Services (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

**Customer's Breach:** Each of the following events or conditions shall constitute a breach by Customer and shall give Hunton Services the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Hunton Services for all Work furnished to date and all damages sustained by Hunton Services (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

**Indemnification:** Hunton Services and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with the activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

**Workmanship And Equipment Warranty:** Hunton Services warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), fringe equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trane's catalogs and bulletins, substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. For fringe equipment not installed by Hunton Services, the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. If such defect is discovered within the Warranty Period, Hunton Services will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to Hunton Services until said equipment and Work have been paid for in full and then said liability shall be limited to Hunton Services' cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Hunton Services' warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Hunton Services, improper operation, or normal wear and tear under normal usage. Hunton Services shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HUNTON SERVICES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

**Assignment:** Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Hunton Services. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

**Complete Agreement:** This Agreement shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Hunton Services is a signatory thereon.

**Governing Laws:** This shall be construed as an agreement in accordance with the laws of the State of Texas. Texas license #A00929C. Regulated by The Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.



#### Chillers: Air & Water Cooled

- Routine maintenance/Coil cleaning
- Complete turnkey replacements
- Vibration & oil analysis
- Eddy current testing
- Controls
- Routine operations log
- Annual stop inspection
- Tube brushing
- Major & minor repair work

#### Air Handling Units

- Complete Refurbishment vs Replacement
- Maintenance/Coil cleaning
- Alignment & vibration analysis
- Annual stop inspection
- Drain line & P-trap maintenance
- Major & minor repair work
- Annual pressure wash
- Complete turnkey retrofits

#### Air Distribution

- Variable air volume (VAV) maintenance
- All air handler types (AHU) R&M
- Fan coil repair & maintenance
- Laboratory fume hoods
- Spot coolers
- Complete turnkey retrofits

#### Plumbing

- Pipe Fabrication and Installation
- Water Efficiency Retrofits
- Service and Repairs
- Maintenance
- Preventative Maintenance
- Backflow Prevention
- Boiler Maintenance

#### Cooling Towers

- Routine maintenance
- Major & minor repair work/cleaning
- Annual stop inspection
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

#### Building Automation Systems

- Open protocol, Internet based systems
- Connected buildings through fiber optics
- Hunton Smart Services
- Complete turnkey retrofits
- Building automation systems R&M
- Internet remote access
- Building control units (BCU)
- Thermostats/sensors
- Digital electronic/pneumatic
- Software programming
- Variable frequency drives (VFD)
- Retro-commissioning
- Energy management services

#### Rental Services

- Rental chillers
- Air conditioning units w/electric heat
- Portable air conditioning units
- Air handling units
- Cooling towers
- Diesel generators
- Transformers, pumps, flexible duct & hose
- Heaters, humidifiers & compressors

#### Refrigeration

- Ice machines
- Freezers/coolers - cafeterias & labs

#### Indoor Air Quality (IAQ)

- Air filtration - filters & maintenance
- Internal air duct inspection (robot)
- Air duct cleaning & sanitation
- Ultraviolet lighting
- Photo-catalytic filtration
- Dust collection & exhaust

#### Pumps and Valves

- Routine maintenance
- Chilled/condenser water valves
- Annual stop inspection
- Major & minor repair work
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

#### Fabrication/Modification

- Explosion proofing Class I, Division II
- Weather proofing
- Structural skids & protective coatings
- Custom designed air handling systems & pressurization
- Packaged central plants
- Custom fabrication/modification

#### Industrial Plant Services

- Unitary HVAC Comfort Cooling
- Process Absorption Chillers
- Process Ammonia Chillers
- Process Centrifugal, Scroll and Screw Chillers
- Compound and Cascade Systems
- Multi-stage Centrifugal Systems (nominal and low pressure)
- Cooling Tower-Repair
- Multi-stage Gas Compression

#### OEM Benefits

- We coordinate with National Trane to support you and your needs
- Firm and/or expedited delivery schedules
- Packaging with value added services/rebates
- Issue(s) or problem resolution
- Technical assistance (factory direct)
- Awareness of latest equipment and controls upgrades/updates
- OEM exclusive distributor and Trane Warranty Service Provider

#### Full Service Provider Benefits

- Energy solutions achieves greater value received yielding sustainable future value
- Increased coordination and tighter control through engineered systems integration
- Reduced operating costs
- Reduced downtime cost man hours spend by owner in oversight
- Extensive amount of expertise, knowledge, and experience; making Hunton Services a true full-service turnkey solutions and service provider

# Hunton Services (HVAC Mechanical)

**Contract Category:** HVAC Equipment and Service (JOC-IDIQ)

**Contract Number:** 14/021JN-05

**Contract Terms:**

**Initial Award Date:** June 17, 2014

**1<sup>st</sup> Renewal Start Date:** June 17, 2016

**2<sup>nd</sup> Renewal Start Date:** June 17, 2017

**3<sup>rd</sup> Renewal Start Date:** June 17, 2018

**Current Expiration Date:** June 16, 2019

**Renewals Remaining:** 0

**CP Contract Manager:**

**Joann Nichols**

[joann@choicepartners.org](mailto:joann@choicepartners.org)

713-696-2122

**Contract Partner:** Hunton Services (HVAC Mechanical)



**Contract Partner Web Site:**

<http://www.huntonservices.com>

**Approved Market Area:** National

**APPROVED PRODUCT OR SERVICE:**

IDIQ for HVAC and HVAC Deliverables The delivery of maintenance, repair, alteration, renovation, remediation, or minor construction of public work that consist of Independent Delivery Indefinite Quantity (IDIQ) Heating, Ventilating, and Air Conditioning (HVAC) when the work required is of a recurring nature but the delivery times, type, and quantities of work required are indefinite.

Opportunities for CP member to use Hunton Services, via use of this award for products and services: HVAC service/maintenance, operational optimization, energy conservation and consumption planning, improvements, repair, alteration, renovation, remediation, and minor construction from a vendor neutral offering paralleled with Trane OEM knowledge, training and delivery expertise.

**MWBE/HUB Status:** Not Certified

**ABOUT THIS PARTNER:**

Hunton Services serves the Existing Buildings market as a fully-integrated service company with turnkey capabilities. We design, build, install, and service building systems to meet the needs of our valued customers in the existing commercial, industrial, institutional and retail markets.

Hunton Services offers quoted HVAC service, customized service agreements, custom engineered products for industrial applications and retrofit, as well as more comprehensive solutions, such as turnkey work and performance contracting.

We work hard to build relationships based on trust.

We develop customer relationships by listening carefully to our customers in order to determine job performance, quality, and cost needs. By utilizing a staff of qualified managers, engineers, and skilled technicians, we are able to develop sound and cost effective solutions that result in real value. By providing tangible value, our customers trust us and routinely reward us with their next project.

Being the trusted reliable choice for heating and cooling needs is our mission and the reason that The Hunton Group continues to be recognized as the benchmark of the HVAC industry. Hunton Energy, our latest acquisition, is leveraging that strength as it develops clean, alternative energy plants nationwide.

Customers work with PEOPLE, not companies. With over 400 valued employees, we are able to work one-on-one with customers assisting them in the design, installation, and maintenance of comfort systems. Because we make sure that our employees have a thorough knowledge of both our products and the customer's project goals, we are able to develop solutions that are in the best interest of our customers.

Our unique approach to business is why The Hunton Group continues to succeed in a very competitive industry. We will continue to work hard, to gain your trust, and to exceed your expectations. We thank you for your interest and welcome you to The Hunton Group.

**CITY COMMISSION REGULAR MTG**

(7) (n)

**Meeting Date:** 10/17/2018

Bid # 2018-061 Vegetation Management Chemicals Annual Contract

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

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve and award Bid # 2018-061 Vegetation Management Chemicals Annual Contract.

**BACKGROUND**

On September 25, 2018, a Notice To Bidders was published and bid packets were mailed out to local area vendors. Bids were opened on October 10, 2018 at 2:00 pm.

A bid tabulation is attached for your review.

**ANALYSIS**

The low responsible bidder meeting all specifications was received from Red River Specialties, LLC. headquartered in Shreveport LA, with a local distributorship in Winnie TX, for the unit prices bid.

It is the recommendation of the Public Works Department to award Bid # 2018-061 Vegetation Management Chemicals Annual Contract to Red River Specialties, LLC. for the unit prices bid, and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Exhibit A

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**RESOLUTION NO. 18-113**

**A RESOLUTION APPROVING BID NUMBER 2018-061 VEGETATION MANAGEMENT CHEMICALS ANNUAL CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, bids were made available on September 25, 2018, to local area vendors for Bid No. 2018-061 Vegetation Management Chemicals Annual Contract; and

**WHEREAS**, bids were opened October 10, 2018, at 2 p.m. The low responsible bid meeting all the specifications was received from Red River Specialties, LLC; and

**WHEREAS**, the Public Works Department recommends that Bid No. 2018-061 Vegetation Management Chemicals Annual Contract be awarded to Red River Specialties, LLC of Winnie, 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. 2018-061 to Red River Specialties, LLC.

**SECTION 2:** That the Mayor is hereby authorized to enter into a contract with Red River Specialties, LLC 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 17th 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

**BID TAB TOTALS**

**2018-061 VEGETATION MANAGEMENT CHEMICALS**

Bid Opening: Tuesday, October 09, 2018 at 2 p.m.

<b><u>ITEM</u></b>	<b><u>Nutrien Ag Solutions</u></b>	<b>Helena</b>	<b>Red River</b>
41% Glyphosate 2.5 Gal. Container Unit / Extended	\$32.00 \$1,536.00	<b>NO BID</b>	\$33.18 \$1,592.4
41% Glyphosate 30 Gal. Drum Unit / Extended	350.00 \$1,400.00	<b>NO BID</b>	\$380.40 \$1,521.60
Aquatic Glyphosate 2.5 Gal. container Unit / Extended	\$40.00 \$960.00	<b>NO BID</b>	\$42.40 \$1,017.6
Aquatic Glyphosate 30 Gal. Drum Unit / Extended	\$472.50 \$945.00	<b>NO BID</b>	\$501.30 \$1,002.60
Veterans 720 2.5 Gal. Container Unit / Extended	\$70.00 \$1,680.00	<b>NO BID</b>	<b>NO BID</b>
Veterans 720 30 Gal. Drum Unit / Extended	\$810.00 \$1,620.00	<b>NO BID</b>	<b>NO BID</b>
Arsenal 2.5 Gal. Container Unit / Extended	\$145.00 \$1,740.00	<b>NO BID</b>	\$140.45 \$1,685.40
Arsenal 30 Gal. Drum Unit / Extended	\$1,720.00 \$1,720.00	<b>NO BID</b>	\$1,678.50 \$1,678.5
Garlon 3-A 2.5 Gal Container Unit / Extended	\$130.00 \$3,120.00	<b>NO BID</b>	\$118.00 \$2,835.00
Garlon 3-A 30 Gal. Drum Unit / Extended	\$1,560.00 \$3,120.00	<b>NO BID</b>	\$1,410.00 \$2,820.00
Plateau 1 Gal. Unit / Extended	\$111.00 \$444.00	<b>NO BID</b>	\$118.00 \$472.00

<u>ITEM</u>	<u>Nutrien Ag Solutions</u>	Helena	Red River
Oust 3 LB Container Unit / Extended	\$90.00 \$180.00	<b>NO BID</b>	\$102.75 \$205.50
Surfactant 2.5 Gal. Container Unit / Extended	\$42.50 \$1,020.00	<b>NO BID</b>	\$25.63 \$615.00
Surfactant 30 Gal. Drum Unit / Extended	\$475.00 \$950.00	<b>NO BID</b>	\$299.40 \$598.80
Aquatic Surfactant 2.5 Gal. Container Unit / Extended	\$52.25 \$209.00	<b>NO BID</b>	\$25.63 \$102.50
Nu Film – IR 2.5 Gal. Container Unit / Extended	\$120.50 \$964.00	<b>NO BID</b>	\$123.13 \$985.00
Drift Control Per Quart Unit / Extended	\$20.00 \$400.00	<b>NO BID</b>	\$11.95 \$239.00
Drift Control Per Gallon Unit / Extended	\$72.50 \$362.50	<b>NO BID</b>	\$31.95 \$159.75
Tank Cleaner Per Gallon Unit / Extended	\$13.00 \$130.00	<b>NO BID</b>	\$15.76 \$157.60
Marking Dye Per Gallon Unit / Extended	\$28.00 \$280.00	<b>NO BID</b>	\$18.95 \$189.50
Marking Dye 2.5 Gallon Container Unit / Extended	\$70.00 \$280.00	<b>NO BID</b>	\$45.63 \$182.50
Reward Per Gallon Unit / Extended	\$92.95 \$92.95	<b>NO BID</b>	<b>NO BID</b>
<b>TOTAL EXTENDED</b>	\$23,153.45	<b>NO BID</b>	\$18,059.45

**CITY COMMISSION REGULAR MTG**

(7) (o)

**Meeting Date:** 10/17/2018

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-114, approving the final payment to Tanger Outlet. (Management Services)

**BACKGROUND**

The Texas City Economic Development Corporation authorized a final payment that includes months through March of 2019. It is an advance payment that will be paid through reserves which will be replenished by next spring. It is not required by City Commission to approve, but the City Attorney felt it would be beneficial since the payment is larger than normal and includes a partial advance payment. The final amount of the check is **\$779,871.82**. The standard monthly payment is roughly \$100,000, but higher near the holidays. This item coincides with the final payment check presentation on the agenda as item 4a. Please review the attached material with the presentation for more information about the agreement and partnership with Tanger and Simon Group.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 18-114**

**A RESOLUTION APPROVING THE FINAL PAYMENT TO GALVESTON PREMIUM OUTLETS, LLC; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, on August 29, 2018 the Texas City Economic Development Corporation approved Resolution No. 18-14 approving a final payment to Galveston Premium Outlets, LLC. (Tanger Outlets) for \$779,871.82; and

**WHEREAS**, although not required by law, the City Attorney deemed it beneficial for the City Commission to approve a Resolution reflecting this action because the payment is larger than the standard \$100,000.00 monthly payment and this payment will require a partial advance.

**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 Texas City Economic Development Corporation to make a payment of \$779,871.82 to Galveston Premium Outlets, LLC.

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

**PASSED AND ADOPTED this 17th 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