

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, NOVEMBER 7, 2018 - 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM - CITY HALL  
1801 9th Ave. N.  
Texas City, TX 77590

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

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a)

Service Awards

Nicholas Finan	Administration	11/17/2008	10 years
Glenn Park	Public Works	11/17/2008	10 years
Edward Cafarella	Public Works	11/10/2008	10 years
Jerald Ford	Sanitation	11/17/2003	15 years
Ira Hill	Public Works	11/11/2003	15 years

(b) Municipal Court Week

(c) Recognizing Texas City Post 89 and the Centennial Celebration of the American Legion

(5) REPORTS

(a) Financial Quarterly Report (Finance)

(b) Community Development Quarterly Report (Code Enforcement)

(6) PUBLIC HEARING

- (a) Christopher Morin and Daniel Cencer request to rezone from "O" (Open Space) to "E-4" (Commercial Warehouse) to construct a boat and RV storage facility. Being 5.9 acres out of Lots A(1-10)(1-18) (1-9), (1-11) and (1-16) Jones S/d, J.S. Sherman Survey. Located at 4801, 4811 and 4817 FM 646.
- (b) Robert Block request to rezone from "O" (Open Space) to "O-P" (Office Professional) to construct 2 office buildings. Being 2.182 acres out of Lot 1, Block 2, Holland Country S/d. Located on the west side of I-45 at Hughes Road.

(7) PRELIMINARY ZONING APPROVAL

- (a) Approve or deny request by Christopher Morin and Daniel Cencer to rezone from O (Open Space) to E-4 Commercial Warehouse to construct a boat and RV storage facility. Located at 4801, 4811 and 4817 FM 646.
- (b) Approve or deny request by Robert Block to rezone from "O" (Open Space) to "O-P" (Office Professional) to construct office buildings. Located west side of I-45 at Hughes Road.

(8) CONSENT AGENDA

- (a) Approve City Commission Minutes for October 17, 2018 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 18-116, authorizing the Mayor to execute an Interlocal Agreement between the City of Galveston and the City of Texas City for live fire training. (Fire Department)
- (c) Consider and take action on Resolution No. 18-117, approving the purchase of 429 Visa gift cards in the amount of \$50.00 each, to be given to City employees (full and part-time), as an incentive for continued outstanding customer service and performance. (Human Resources)
- (d) Consider and take action on Resolution No. 18-118, approving an Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative that will allow the City to participate and become a member. (Purchasing)
- (e) Consider and take action on Resolution No. 18-119, approving the cancellation of the November 21, 2018, City Commission Meeting. (City Secretary)
- (f) Consider and take action on Resolution No. 18-120, authorizing the write-off of utility receivables past due and deemed to be uncollectible as of September 30, 2018. (Finance)
- (g) Consider and take action on Resolution No. 18-121, authorizing the write-off of EMS receivables past due and deemed to be uncollectible as of September 30, 2018. (Finance)
- (h) Consider and take action on Resolution No. 18-122, approving the purchase of a Hydro Excavator with Valve Exerciser through Buy Board - A Local Government Purchasing Cooperative. (Public Works)
- (i) Consider and take action on Resolution No. 18-123, approving an agreement with Shepley Bulfinch Richardson and Abbott, Inc. to contract for architectural services. (Library)

- (j) Consider and take action on Resolution No. 18-124, approving the purchase of a Multi Pro 5800-G Sprayer and Workman (HDX) -2WD through BuyBoard - Local Government Purchasing Cooperative. (Recreation & Tourism)
- (k) Consider and take action on Resolution 18-125, approving the purchase of two (2) Staff Units for the Fire Department from Silsbee Ford in the amount of \$69,498.98 through the H-GAC Buy Program. (Fire Department)
- (l) Consider and take action on Resolution No. 18-126, approving updated Circulation Procedure for Moore Memorial Public Library.
- (m) Consider and take action on Resolution No. 18-127, approving updated Children's Department Policy for Moore Memorial Public Library.
- (n) Consider and take action on Resolution No. 18-128, approval of the execution of an engineering agreement with ARKK Engineers, LLC, for Rehabilitation of the Orchid 1,000,000 Gallon Elevated Storage Tank.
- (9) REGULAR ITEMS
  - (a) Consider and take action on Ordinance No. 18-29, approving the first and final reading and adoption of the annexation of described territories to the City of Texas City, Galveston County, Texas, and adopting service plan. (City Secretary)
  - (b) Consider and take action on the Scrivener's Error on Ordinance No. 18-15, approving the abandonment a 60' right-of-way known as 20th Street North. Being the north 60' x 250 ± feet of 20th Street North, lying between Lots 44A and 45 and Lots 67 and 68 of the Amburn Boat Basin and Terry's Landing S/d. Located on the north end of 20th Street, north of 42nd Avenue and ending at Moses Lake. (Transportation and Planning).
- (12) PUBLIC COMMENTS
- (13) MAYOR'S COMMENTS
- (14) COMMISSIONERS' COMMENTS
- (15) 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 NOVEMBER 7, 2018, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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JAMES M. HARTSHORN  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(4) (a)**

**Meeting Date:** 11/07/2018

November 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

Nicholas Finan	Administration	11/17/2008	10 years
Glenn Park	Public Works	11/17/2008	10 years
Edward Cafarella	Public Works	11/10/2008	10 years
Jerald Ford	Sanitation	11/17/2003	15 years
Ira Hill	Public Works	11/11/2003	15 years

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(6) (a)**

**Meeting Date:** 11/07/2018

Rezoning Public Hearing for Christopher Morin and Daniel Cencer

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

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

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Christopher Morin and Daniel Cencer request to rezone from "O" (Open Space) to "E-4" (Commercial Warehouse) to construct a boat and RV storage facility. Being 5.9 acres out of Lots A(1-10)(1-18) (1-9), (1-11) and (1-16) Jones S/d, J.S. Sherman Survey. Located at 4801, 4811 and 4817 FM 646.

**BACKGROUND**

This rezoning request came before the Zoning Commission during a Public Hearing held on October 2, 2018. There was opposition from one adjoining property owner; however, after hearing all pertinent information the Zoning Commission unanimously granted approval.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Zoning minutes

Exhibits

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## ZONING COMMISSION MINUTES

October 2, 2018

The Zoning Commission of the City of Texas City met in a regularly scheduled meeting and Public Hearing on Tuesday, October 2, 2018 at 5:15 p.m. Commission members present were: Chairman Perry O'Brien, Aric Owens and Gary Potter. Staff members present were: George Schonert and Doug Kneupper. Citizens present were: Ricky Cappel, Chris Morin, Daniel Cencer and Henry Gomez.

Chairman O'Brien addressed those present and explained the procedures for the Public Hearing. He indicated a quorum was present and called the meeting to order.

**APPROVAL OF MINUTES:** The minutes from September 4, 2018 were approved on a motion by Gary Potter/Aric Owens. All members present voted aye.

**ITEM NO. 1 Christopher Morin & Daniel Cencer request to rezone from "O" (Open Space) to "E-4" (Commercial Warehouse) to construct a boat and RV storage facility. Being approximately 4 acres out of Lots A, (1-10) (1-18), Jones S/d and Lots (1-9, (1-11)(1-16) out of Lot 1, Jones S/d. Located at 4801, 4811 and 4817 FM 646.** Mr. Kneupper provided the background information for this request. He stated that 10 property owners were notified of the intent to rezone. He then stated the applicants own approximately 6 acres (clarification of acreage) of property on the north side of FM 646, just west of the intersection of FM 3436. The applicants intend to develop the property into boat and RV storage and in order to use the property in this manner a change in the zoning is required to "E-4" (Commercial Warehouse). The Land Use Plan indicates this area as an "Activity Corridor" and this supports the development of commercial and retail activities along with wholesale, distributing and warehousing operations. The requested zoning change is in accordance with the City's Land Use Plan. Most of the properties in the surrounding area are zoned Open Space as this zoning was applied when the property was annexed and has not been changed to a suitable zoning district. The proposed use is compatible with the surrounding higher intensity uses adjacent to this property which includes uses such as auto repair, office/warehouse and general business uses. If approved the development would be required to adhere to city standards for the Gateway Overlay provisions. City water and sewer are not available for the site so water well and a septic system will be required. Drainage can be accommodated by on-site detention with an outfall to the TXDoT roadside ditch. There will be specific requirements regarding fire protection and the need for an adequate water supply available on site and this will need to be approved by the Fire Marshal. All improvements and development of the property will require a Detailed Site Plan to be reviewed by City staff and approved by the Planning Board. Based on the surrounding land uses, developments and zoning, City staff has no objection to rezoning the property to "E-4" (Commercial Warehouse). Mr. Potter asked what is behind the existing buildings. Mr. Kneupper indicated that he thought the area in question was used by the Enchanted Gardens venue. Mr. Potter asked if there was

a pond back there. It was decided the pond was a retention pond with information provided by Mr. Ricky Cappel, adjoining property owner. Chairman O'Brien stated the applicants were present and asked if they would like to provide additional information. Mr. Christopher Morin addressed the members and explained the existing areas and what the proposed development would encompass. Mr. Morin indicated the City limit line in the back and stated the property backs up to the city limits of League City. He also stated there were existing businesses there and some of the property was previously zoned for commercial uses. **A motion was then made by Gary Potter/Aric Owens to open the Public Hearing. All members present voted aye.** Chairman O'Brien asked for those who are in favor of the request to speak. Speaking in favor of the request was Daniel Cencer who stated the proposed development would be warehouse storage for boats and RV's. He indicated the studies they had done indicated this area was best suited for warehouse/light industrial uses. He explained combining this development with the existing 2 acres already being used for commercial businesses was the best plan and would provide more tax money for the City. Mr. Morin also explained the proposed drainage plan and the existing drainage easement owned by the City of Texas City. He further explained they would have drainage to the front and a small retention pond. There was no one else to speak in favor of the request and Chairman O'Brien asked those in opposition to the request to speak. Speaking in opposition was Ricky Cappel. He stated he was the owner of an adjoining property which is his homestead and has been since 2005. He presented a letter of opposition to the members for review (copy attached). Mr. Cappel stated his opposition was based upon the number of boat storage businesses in the area that are already established; the property line was in dispute; potential for fires (as they have already had one storage business catch on fire), water retention and drainage, along with trash and traffic concerns. Mr. Cappel also indicated he had fruit trees on his property and was concerned that customers would steal his fruit. He also stated Mr. Hollis Baugh had previously sought to rezone the property to the east of him but was denied. Chairman O'Brien stated this commission does not address property line disputes and asked if Mr. Cappel had any other concerns. There were none and **a motion was made by Gary Potter/Aric Owens to close the Public Hearing. All members present voted aye.** There was limited discussion in which Chairman O'Brien stated the purpose of this board was to address land use, development compatibility and items that concern adherence to the City guidelines. This board cannot address personal property disputes. There was no further discussion and **a motion was made by Gary Potter/Aric Owens to approve the rezoning from "O" (Open Space) to "E-4" (Commercial Warehouse).** Mr. Kneupper then asked to provide clarification to the proposal. He stated the purpose of the meeting tonight was to consider this property for commercial uses. He continued by explaining the taxing entities indicate properties are zoned commercial or residential for taxing purposes but the City's zoning map does not. All the property in this area is zoned "O" (Open Space) until such time a development comes in and rezones the property. A vote was then taken on the motion **and all members voted aye to approve the rezoning**

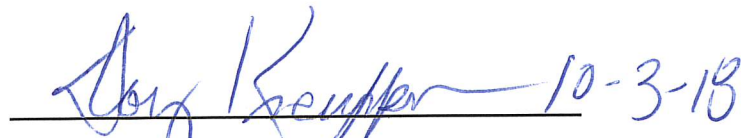
**request.** Chairman O'Brien indicated this item will now be forwarded to the City Commission for action. He stated if Mr. Cappel wished to do so he could also attend that meeting to address his opposition and concerns.

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



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Perry O'Brien, Chairman



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Doug Kneupper, Secretary

10-3-18

ZONING COMMISSION MEETING  
SIGN IN SHEET

October 2, 2018 5:15 P.M.

PLEASE PRINT NAME

	NAME	ADDRESS	PHONE #
1.	Ricky Cappel	4815 FM 646 Ro. E.	281-339-9940
2.	Chris Morin	4801 FM 646 Rd	281-799-4253
3.	Dan Cencer	4822 Hannas Reef Dr.	832-654-0309
4.	Henry Gomez		
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			

RICKY CAPPEL (OWNER)

DATE 10-2-18

4815 FM 646 RD. E.

DICKINSON, TX. 79539

TO: TX. CITY ZONING COMMISSION

I, RICKY CAPPEL OPPOSE REZONING OF PROPERTY BEING  
USED FOR BOAT/RV STORAGE LOCATED AT 4801, 4811 & 4819  
FM 646.

① FM 646 IS ONE OF THE GATEWAYS TO TX. CITY AND  
THIS PROPERTY IS LOCATED ABOUT 1/4 OF MILE FROM TX CITY  
CITY LIMITS AND ON FM 646, THERE IS ALREADY AT LEAST 4  
BOAT STORAGES ON FM 646 NOW. THE ONE LOCATED DOWN  
THE STREET AT TX CITY CITY LIMITS HAD A FIRE ABOUT  
A YEAR AGO, IT TOOK FOUR CITY FIRE DEPTS. TO PUT OUT,  
(NO DOG SHELTERS, SAND PITS AND BOAT STORAGES)

② PROPERTY LINE IN QUESTION, MY PROPERTY IS MY  
HOMESTEAD BEEN HERE SINCE 2005, I HAVE A WOOD  
PRIVATE FENCE ON THIS PROPERTY LINE, FENCE WAS BUILT  
IN 2010 AND I OWN IT. CHARLIE HAD A SURVEY CO.  
SURVEY HIS PROPERTY AND THEY PUT STAKES OWN MY PROPERTY.  
I TRIED TO SHOW HIM AND SURVEY CREW THAT THEY WERE  
WRONG, AND THEY SAID THEY DID NOT CARE.

RICKY CAPPEL  
4815 FM 646 RD. E.

PAGE 2 OF 2

④ FIRS, WATER RETENTION AND TRASH

④ PART OF THIS PROPERTY WAS A OLD JUNK YARD, GENE THE PREVIOUS OWNER PUT OVER 1000 LOADS OF DIRT WITH NO DRAINAGE PLAN / NO PERMIT OVER OLD TIRES, REFRIGARATORS, STOVES, WASHING MACHINES, PLYERS, CAR PARTS AND GLASS.

⑤ HOLLIS BAUGH WAS TURNED DOWN TO BUILD BOAT/RV. STORAGES A FEW YEARS AGO.

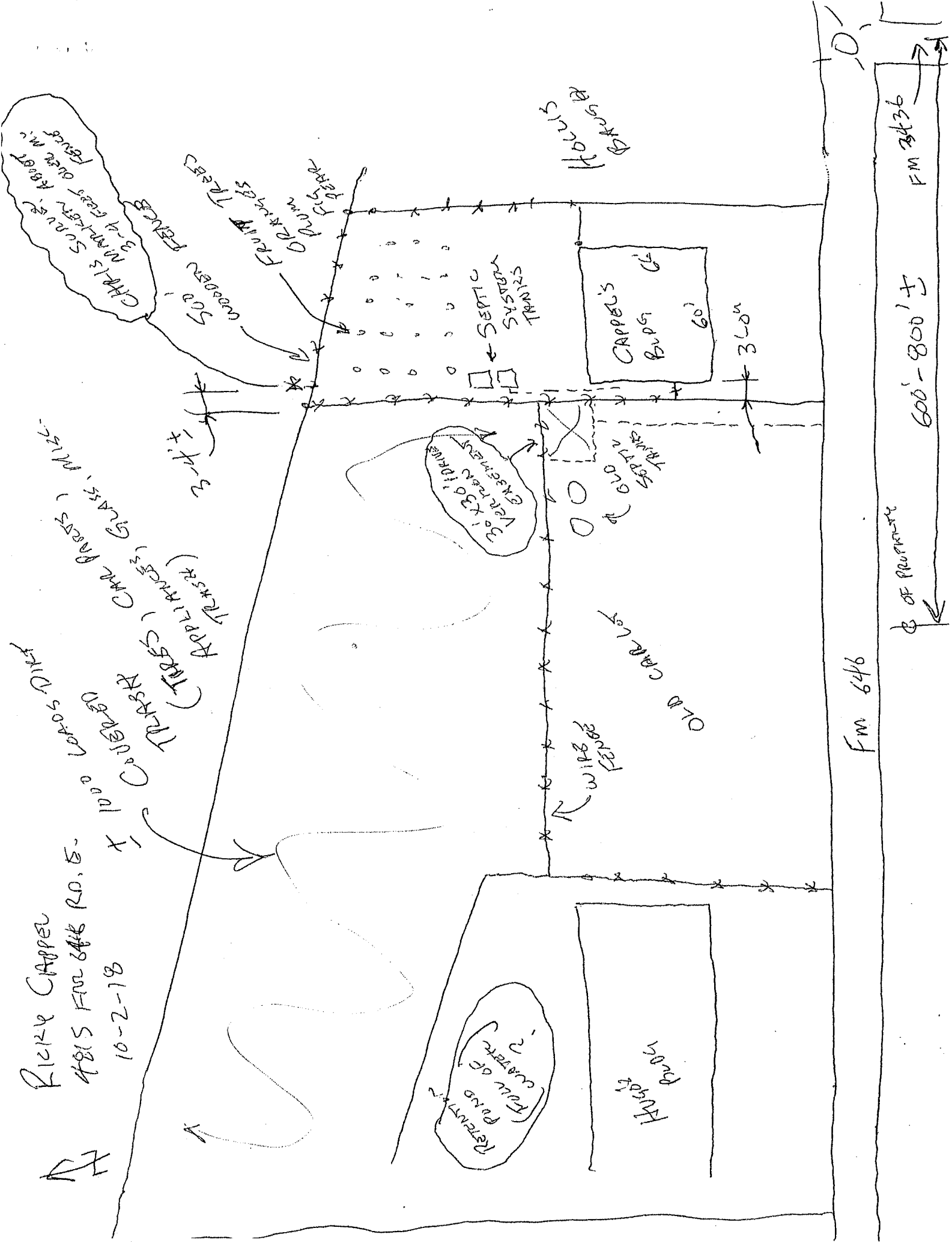
⑥ INTERSECTION, FM 646 & FM 3436 IS ABOUT 800 FEET FROM PROPERTY

⑦ I HAVE OVER <sup>40</sup> FRUIT TREES (25 ORANGE TREES) THAT COULD BE SEEN FROM PROPERTY. ~~OUR~~ CUSTOMERS COULD STEAL MY FRUIT. ALSO THIS IS MY HOUSE I LIVE HERE.

RICKY CAPPEL  
4815 FM 646 RD. E.  
10-2-18

1000 LAMBS DIRT  
TRASH  
CATTLE  
(TREES) CML NESTS, MISC  
APPLE TREES  
TRASH

CHARLIE'S SOUTHERN RIGHT  
3-4 FEET  
WOODEN FENCE  
500' WOODEN FENCE



FM 646

OF PROPERTY

600-800 FT

FM 646



4817

4801

4807

4811

4817

4807

2550

4600

4730

F.M. 646

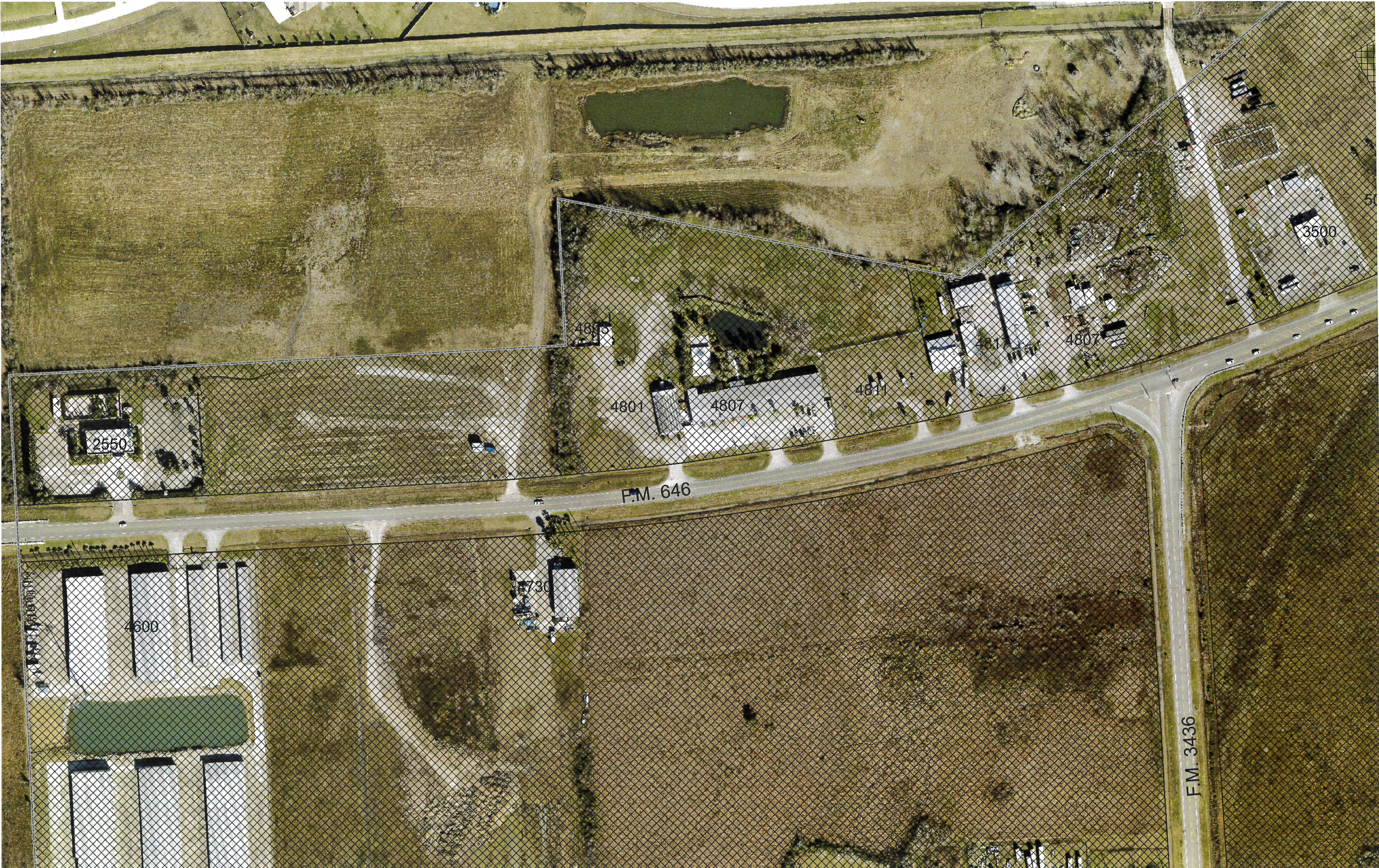
3500

5005

5008

4440

36

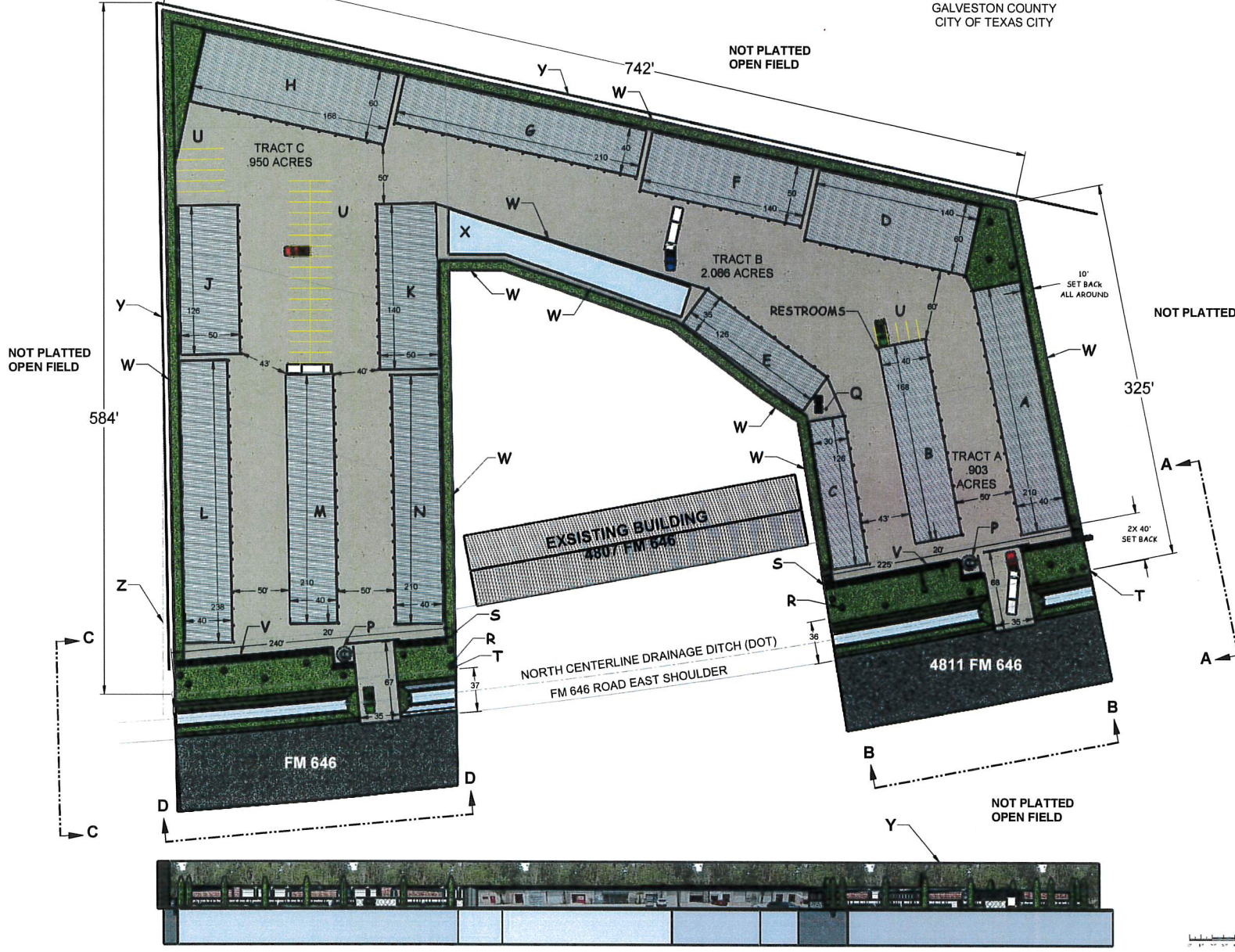


CURRENT ZONING MAP

OPEN SPACE

# "ZONING EXHIBIT"

GALVESTON COUNTY  
CITY OF TEXAS CITY



**BUILDING SUMMARY**

A	- 40 X 210 = 8,400 sf.
B	- 40 X 168 = 6,720 sf.
C	- 30 X 126 = 3,780 sf.
D	- 60 X 140 = 8,400 sf.
E	- 35 X 126 = 4,410 sf.
F	- 50 X 140 = 7,000 sf.
G	- 40 X 210 = 8,400 sf.
H	- 60 X 168 = 10,080 sf.
J	- 50 X 126 = 6,300 sf.
K	- 50 X 140 = 7,000 sf.
L	- 40 X 238 = 9,520 sf.
M	- 40 X 210 = 8,400 sf.
N	- 40 X 210 = 8,400 sf.
96,810 sf.	

**LETTER KEY**

- P - FIRE TANKS
- Q - DUMPSTERS
- R - TREES
- S - SHRUBS
- T - PROPERTY LINE
- U - PARKING
- V - ORNAMENTAL FENCE (FRONT)
- W - CHAINLINK FENCE (SURROUND)
- X - RETENTION POND
- Y - EXISTING TREE LINE
- Z - DRAINAGE EASEMENT (TEXAS CITY)

**LANDSCAPE SUMMARY**

LANDSCAPE REQUIRED (15% OF SITE) = 22,536 sf.  
SITE AREA = 150,243 ft.  
PROVIDED = 23,625 ft.

**PARKING SUMMARY**

WAREHOUSE / STORAGE (1 PER 1,000 sf. FLOOR AREA)  
96,810 sf. FLOOR = 96 SPACES  
PROVIDED = 48 SPACES  
STANDARD = 45 SPACES  
HANDICAP = 3 SPACES

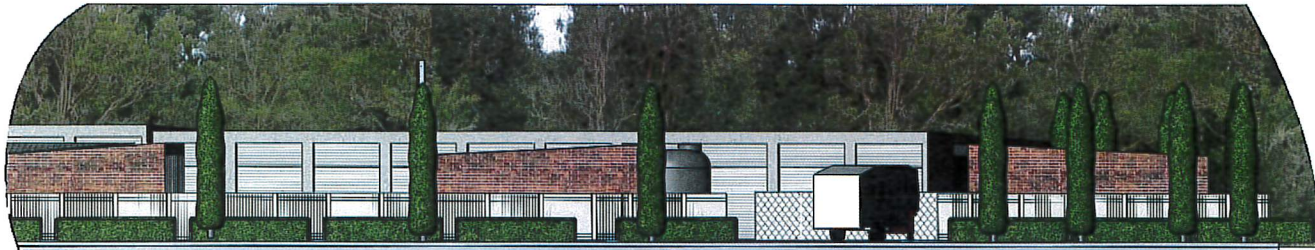
GROSS ACREAGE RE-ZONED  
+3.939

DANIEL CENGER  
4822 HANNA'S BEEF DR.  
BACLIFF, TX 77518  
832-654-0309

CHRISTOPHER MORIN  
420 DEER FERN DR.  
LEAGUE CITY, TX 77593  
281-799-4253

RV & BOAT STORAGE  
4811 FM 646 ROAD EAST.  
TEXAS CITY, TX 77590  
GALVESTON COUNTY





VIEW B-B  
FRONT VIEW - EAST ENTRANCE



VIEW D-D  
FRONT VIEW - WEST ENTRANCE



VIEW C-C  
VIEW - TRAVELING EAST FM 646



VIEW A-A  
VIEW - TRAVELING WEST FM 646




DANIEL CENCER  
4822 HANNAS REEF DR.  
BACLIFF, TX 77516  
832-654-0309

CHRISTOPHER MORIN  
420 DEER FERN DR.  
LEAGUE CITY, TX 77573  
281-799-4253

**RV & BOAT STORAGE**  
4811 FM 646 ROAD EAST.  
TEXAS CITY, TX 77590  
GALVESTON COUNTY


# Land Use Plan for Texas City

## Land Use Areas

- 

**Established Neighborhoods** are the built-up areas of the City which are generally characterized by satisfactory structural housing conditions and neighborhoods mostly free from blighting influences such as mixed land use patterns, abandoned buildings, and street layouts inappropriate for residential development. These predominantly residential neighborhoods many include some undeveloped tracts which should also become residential. Any proposed nonresidential development should be limited, carefully reviewed, and only adjacent to designated major thoroughfares and/or activity corridors. Zoning and capital improvement policies should protect and enhance established neighborhoods.
- 

**Neighborhood Growth Areas** are intended to accommodate Texas City's needs for new residential neighborhoods and related shopping areas and community facilities for the foreseeable future. Community facilities may include parks, schools, libraries, fire stations, and recreation centers. Development of neighborhood growth areas in general accordance with the Neighborhood Unit Concept allows for a diversity of housing types and convenient access to community facilities and retail centers while still identifying and protecting single-family residential areas from intrusions of incompatible land uses and heavy vehicular traffic.
- 

**Waterfront Conservation & Recreation Areas** are wetlands, flood plains, limited uplands and other areas of natural beauty adjacent to Galveston Bay, Moses Lake, Dollar Bay and Moses and Dickinson Bayous. These areas are, for the most part, not developable due to environmental considerations or flooding potential or because it is not economically feasible for either the City or private developers to provide the necessary access or infrastructure. They will remain primarily as open spaces. Federally defined wetlands should be identified and protected. Flood plains and uplands should be utilized for passive and Active Park and recreational and tourism type uses including marinas, restaurants, hotels, and related retail.
- 

**Activity Corridors** parallel freeway and highways with higher intensity land uses. These uses are primarily region serving and include malls, commercial, and open display retailing, wholesale, distributing and warehousing operations, restricted light industry, business offices, hotels and motels, and higher density residential development. The depths of these corridors may vary slightly on either side of the freeway or highway dependent upon specific types of land uses. The intensity of development should decrease in proportion to the distance from the freeway or highway.
- 

**Low Intensity Activity Corridor** is located along the east side of State Highway 146, north of Moses Lake; the corridor serves as a transition zone between the high way and the habitat of the Attwater Prairie Chicken and endangered species. Limited low intensity commercial, Business Park, warehouse, recreation and tourism related uses are appropriate in accordance with the development standards of the State Highway 146 overlay-zoning district. Because of the adjacent to the Attwater Prairie Chicken Preserve, residential uses are not recommended.
- 

**Revitalization Corridors** are the areas of Texas City where prompt action is needed to prevent or reverse deterioration, specifically along Texas Avenue and 6<sup>th</sup> Street. These corridors are characterized by dilapidated structures, fair to poor housing conditions, incompatible mixture of land uses and declining numbers of housing units and small businesses. Recommended approaches to conserving and revitalizing these areas are discussed in the "Goals and Strategies for Texas City" report prepared by the Goals 2000 Committee.
- 

**Business and Light Industrial Growth Areas** should consist of a combination of office and mixed commercial uses, research and development facilities, and light industrial plants in coordinated, master planned campus like settings. Interdependent and complimentary businesses and industries are ideal for these areas. The business and light industrial growth areas shown on the Plan are well served by existing freeways, thoroughfares, and major railways. A number of pipelines are also located in these areas. Planning for the types of uses identified herein can be more easily accommodated with the existing pipelines and other physical conditions.
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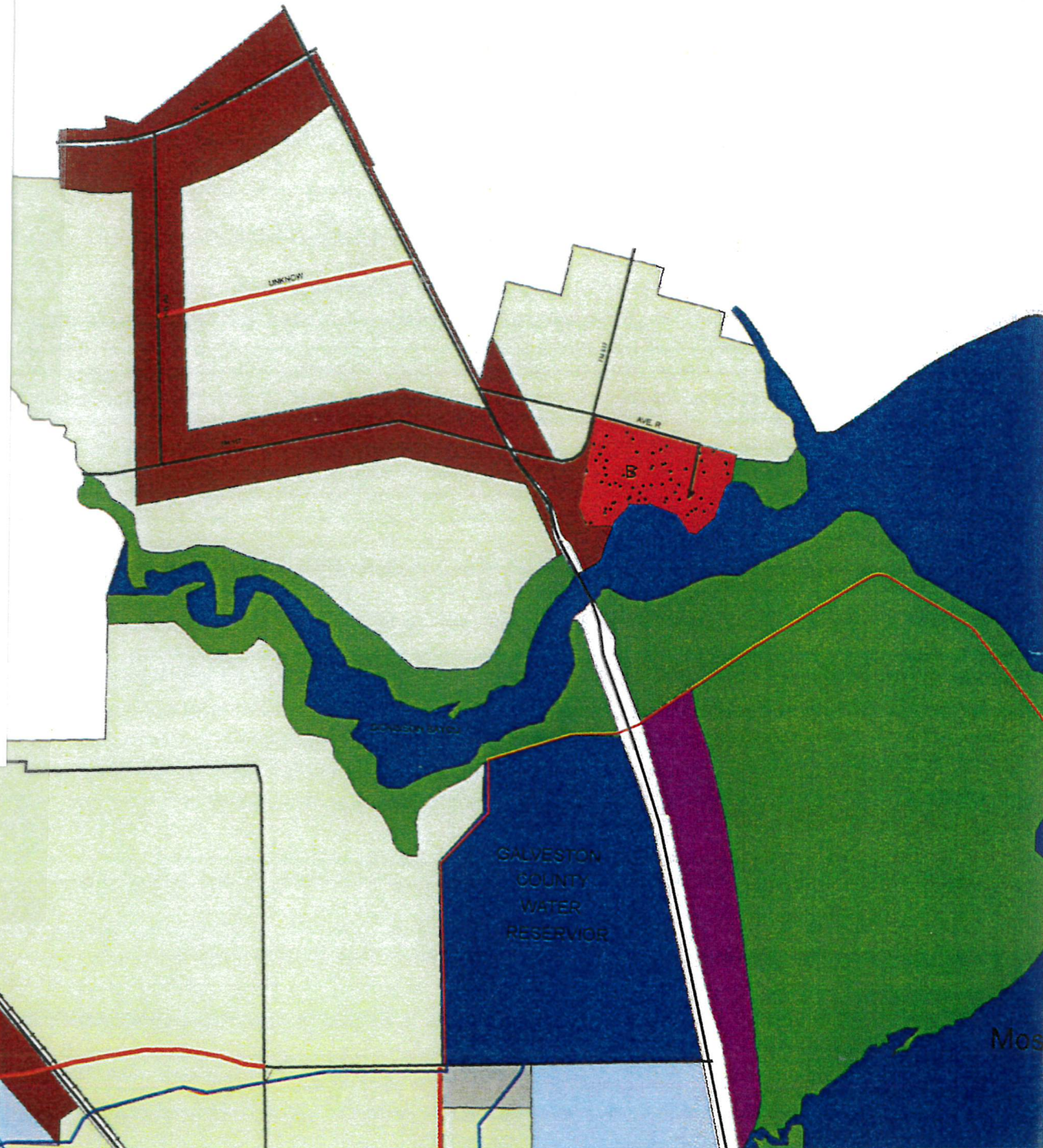
**Industrial Areas** provide for intensive industrial, manufacturing and maritime related uses located nonadjacent to residential neighborhoods. Future expansion of heavy industrial uses should be limited to Shoal Point, the ship channel district and remaining undeveloped lands to the south of the existing petrochemical facilities.
- 

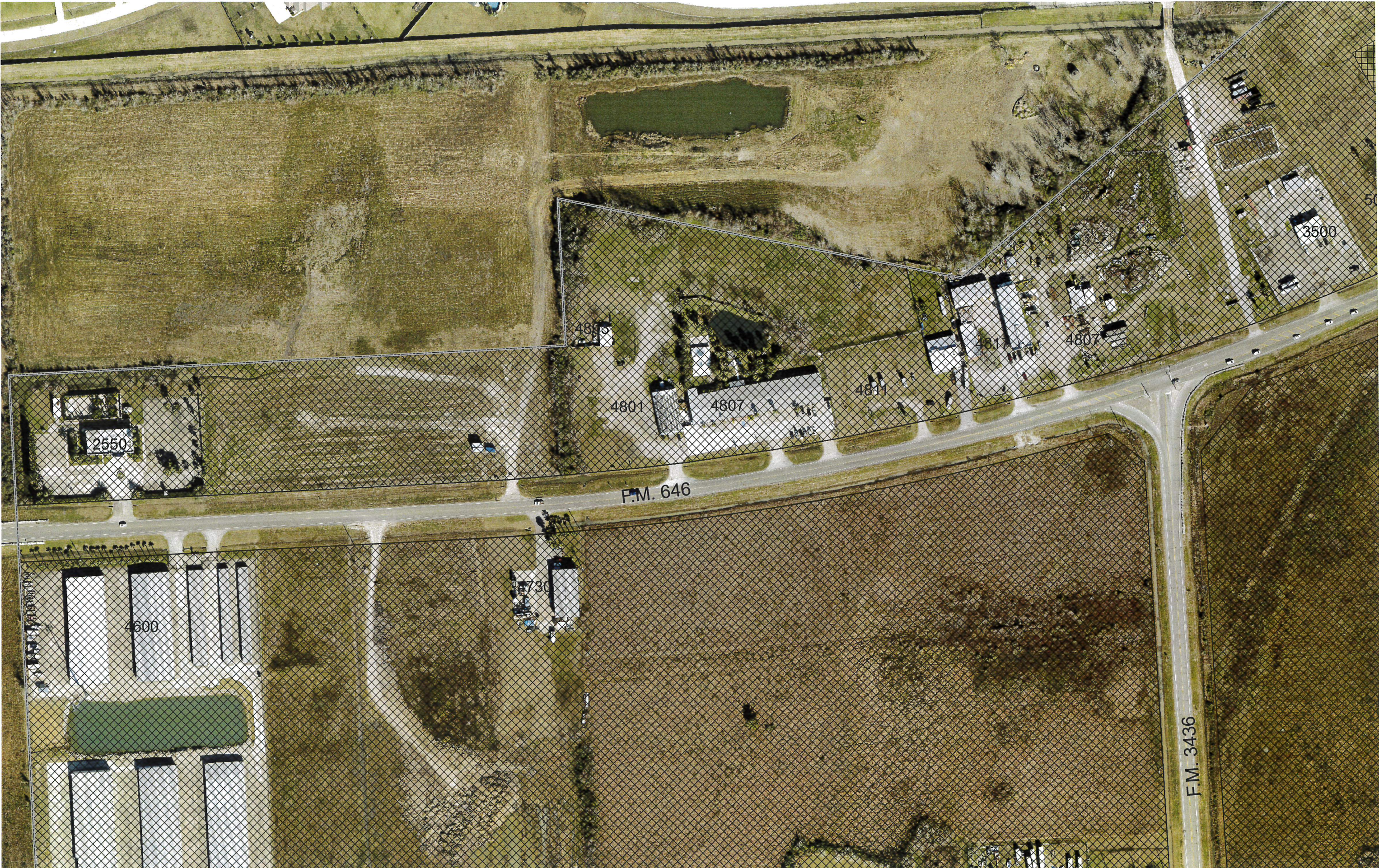
A. **Industrial Transition Zone** - This zone is located parallel with and adjacent to the south side of Texas Avenue. Any proposed development within the Industrial Transition Zone should be limited to nonresidential uses. Typical land uses for this zone could consist of outdoor storage, office professional, commercial, and industrial warehousing. This zone will require enhanced performance standards, i.e., setbacks, parking, landscaping, and screening. The intent for the enhanced performance standards is to provide reasonable aesthetics and visual screening to the industrial land use south of 5<sup>th</sup> Avenue South.

B. **Dickinson Bayou Transition Zone** - This zone is located on the north side of Dickinson Bayou east of 29<sup>th</sup> Street and south of Avenue R. Land uses within this zone include all uses except heavy industry. This zone will require enhanced performance standards, i.e., setbacks, parking, landscaping and screening that are intended to provide a more attractive waterfront environment.
- 

**Public / Institutional Areas**, include major government, educational, and medical facilities located throughout the City.
- 

**Growth Reserves** are recommended as long-term expansion areas of the City that could not be economically served with City utilities in the foreseeable future. These areas are also beyond the limits of the existing hurricane protection levee. Development should be directed away from these reserves and into recognized activity corridors and neighborhood growth areas. Any interim uses should be monitored to avoid threatening Texas City's long-term growth prospects.





CURRENT ZONING MAP

OPEN SPACE

**CITY COMMISSION REGULAR MTG**

**(6) (b)**

**Meeting Date:** 11/07/2018

Rezoning Property for Robert Block

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

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

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Robert Block request to rezone from "O" (Open Space) to "O-P" (Office Professional) to construct 2 office buildings. Being 2.182 acres out of Lot 1, Block 2, Holland Country S/d. Located on the west side of I-45 at Hughes Road.

**BACKGROUND**

This request came before the Zoning Commission on October 16, 2018 during a Public Hearing. There was no opposition to the rezoning request and after hearing all pertinent information the Zoning Commission unanimously approved the rezoning request.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Aerial map

Zoning map

Site Plan


Zoning minutes

Land Use Plan

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U

**Legend**

-  Block Rezoning

 Block Rezoning

Google Earth

© 2018 Google



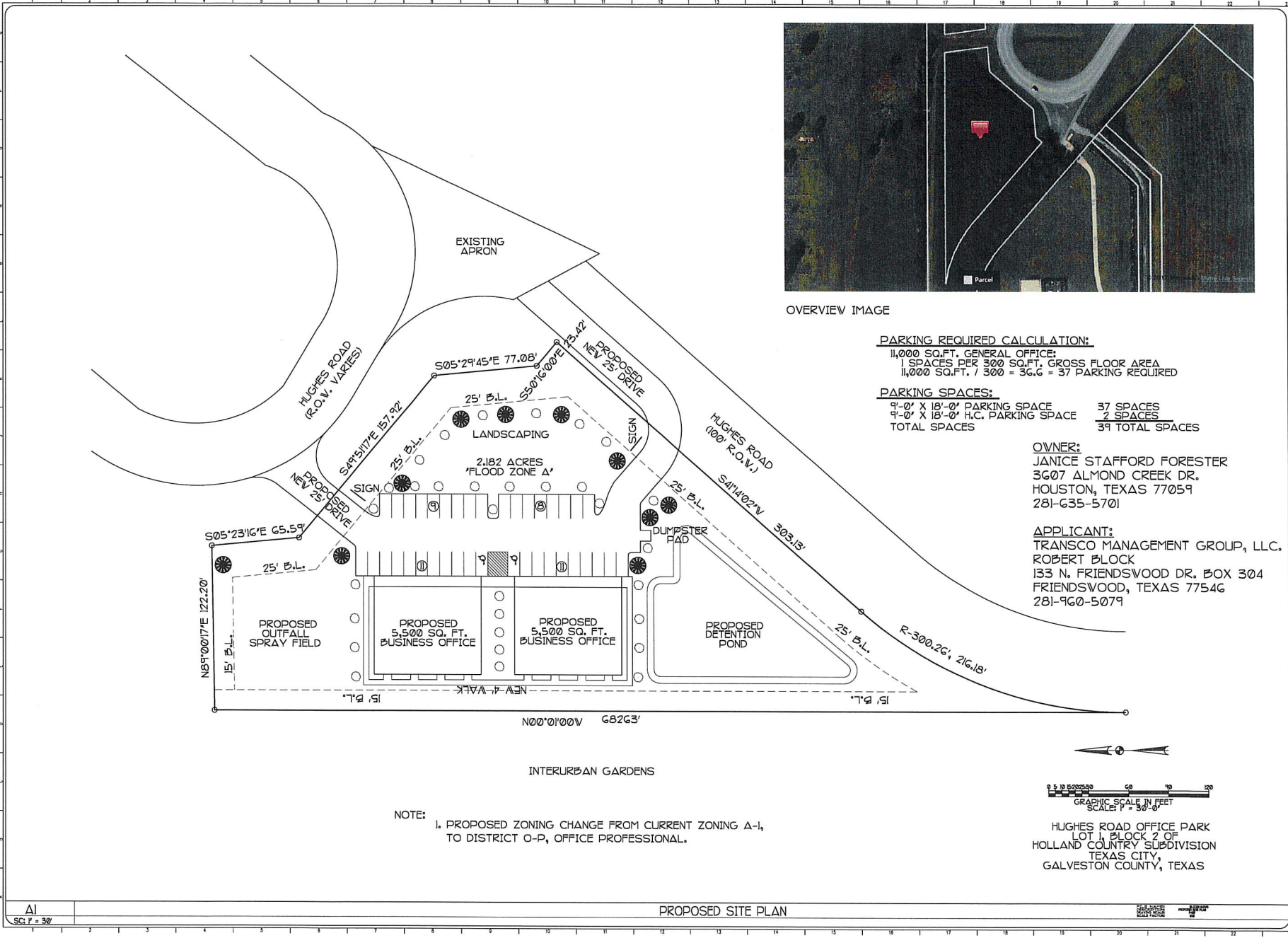
900 ft





"O"  
OPEN  
SPACE

"A" Single  
Fam.  
Residential



OVERVIEW IMAGE

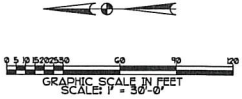
**PARKING REQUIRED CALCULATION:**  
 11,000 SQ.FT. GENERAL OFFICE:  
 1 SPACES PER 300 SQ.FT. GROSS FLOOR AREA  
 11,000 SQ.FT. / 300 = 36.6 = 37 PARKING REQUIRED

**PARKING SPACES:**  
 9'-0" X 18'-0" PARKING SPACE 37 SPACES  
 9'-0" X 18'-0" H.C. PARKING SPACE 2 SPACES  
**TOTAL SPACES 39 TOTAL SPACES**

**OWNER:**  
 JANICE STAFFORD FORESTER  
 3607 ALMOND CREEK DR.  
 HOUSTON, TEXAS 77059  
 281-635-5701

**APPLICANT:**  
 TRANSCO MANAGEMENT GROUP, LLC.  
 ROBERT BLOCK  
 133 N. FRIENDSWOOD DR. BOX 304  
 FRIENDSWOOD, TEXAS 77546  
 281-960-5079

**NOTE:**  
 1. PROPOSED ZONING CHANGE FROM CURRENT ZONING A-1,  
 TO DISTRICT O-P, OFFICE PROFESSIONAL.



HUGHES ROAD OFFICE PARK  
 LOT 1, BLOCK 2 OF  
 HOLLAND COUNTRY SUBDIVISION  
 TEXAS CITY,  
 GALVESTON COUNTY, TEXAS

**RIVES**  
 DESIGNERS, LLC  
 Equal Opportunity Employer

- DESIGNERS -
- PLANNERS -
- CONSTRUCTION -
- CONSULTANTS -

901 WEST EDGEWOOD  
 SUITE #10 B  
 FRIENDSWOOD, TEXAS  
 77546

(281)482-3395  
 FAX:  
 (281)482-7304  
 E-MAIL:  
 tean@rivesdesigners.com

**DISCLAIMER:**  
 THIS PLAN AND SPECIFICATIONS ARE PREPARED BY RIVES DESIGNERS, LLC FOR THE PROJECT AND SITE DESCRIBED HEREIN. THE USER OF THIS PLAN AND SPECIFICATIONS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. RIVES DESIGNERS, LLC SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN AND SPECIFICATIONS.

**PROJECT DESCRIPTION:**  
 TRANSCO MANAGEMENT  
 GROUP, LLC.  
 133 N. FRIENDSWOOD DR. BOX  
 304, FRIENDSWOOD, TX 77546

**CLIENT:**  
 TRANSCO MANAGEMENT  
 GROUP, LLC.  
 133 N. FRIENDSWOOD DR. BOX 304  
 FRIENDSWOOD, TEXAS 77546  
 281-960-5079

**REVISIONS:**

**DATE:** 01/05/20  
**JOB NO:**  
**DRAWN BY:** S. RIVES  
**SHEET NUMBER:**

# ZONING COMMISSION MINUTES

**October 16, 2018**

The Zoning Commission of the City of Texas City met in a regularly scheduled meeting and Public Hearing on Tuesday, October 16, 2018 at 5:15 p.m. Commission members present were: Chairman Perry O'Brien, Aric Owens and Gary Potter. Staff members present were: George Schonert and Doug Kneupper. Citizens present were: Robert Block and R.E. Smith Jr.

Chairman O'Brien addressed those present and explained the procedures for the Public Hearing. He indicated a quorum was present and called the meeting to order.

**APPROVAL OF MINUTES:** The minutes from October 2, 2018 were approved on a motion by Gary Potter/Aric Owens. All members present voted aye.

**ITEM NO. 1 Robert Block request to rezone from "O" (Open Space) to "O-P" (Office Professional) to construct two office buildings. Being 2.182 acres out of Lot 1, Block 2, Holland Country S/d. Located on the west side of I-45 at Hughes Road.** Mr. Kneupper addressed the commission members and provided the background information for this request. He stated this property is 2.18 acres of undeveloped land on the west side of the Gulf Freeway on Hughes Road. The applicant, Transco Management Group, LLC intends to develop the property into two single-story office buildings with paving, parking and landscaping. The property is currently zoned "O" (Open Space) and to utilize the property for the proposed use a change in the zoning is necessary. The Land Use Plan indicates this area as an "Activity Corridor" transitioning to "Neighborhood Growth". The "Activity Corridor" category supports the development of higher intensity land uses including business offices along freeways and highways. He continued stating the surrounding area is mostly zoned "Open Space" and single-family residential. Development surrounding this property is limited with large single-family residential lots to the south and a cemetery to the west. Development of this tract would require adherence to city standards with appropriate buffering and compliance to the Gateway Overlay provisions. City water and sewer are not available and a water well and aerobic septic system will be required. Drainage can be accommodated by the existing ditch draining the TxDot area and outfalling to Dickinson Bayou. This area is regulated by Galveston County Drainage District 1 and they would need to approve the drainage plan and may require a detention area. Mr. Kneupper continued that the primary access for this property will be from the Gulf Freeway frontage road and Hughes Road connect. The proposed development will also require a detailed site plan to be reviewed by staff and approved by the Planning Board. Based on the surrounding land uses and zoning, Staff has no objection to the rezoning request for "O-P" (Office Professional). He stated that 7 property owners were notified of the intent to rezone and to date no letters or phone calls of opposition have been received. Mr. Potter, zoning member asked if this area had previously flooded and Mr. Kneupper indicated that he believed it had not. Mr.

Aric Owens asked about the width of the proposed drive that is a 25' ROW. Mr. Kneupper stated that portion is platted as Hughes Road and the road has not been developed. He indicated that the City would work with the developer as he did not see the City constructing Hughes Road any time in the near future; however, if they did the driveway could be removed so the street could be built and developed. **A motion was then made by Gary Potter/Aric Owens to open the Public Hearing. All members present voted aye.** Chairman O'Brien asked the applicant if he wanted to add anything to what has already been presented. Mr. Robert Block stated this was a conceptual plan and may not be what they actually build. The members indicated they understood and the applicant would not be held to the plan as presented. **A motion was then made by Gary Potter/Aric Owens to close the Public Hearing. All members present voted aye.** There was no discussion and **a motion was then made by Gary Potter to approve the request to rezone to "O-P" (Office Professional) and Aric Owens seconded the motion. All members present voted aye.**

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

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Perry O'Brien, Chairman

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Doug Kneupper, Secretary

# Land Use Plan for Texas City

## Land Use Areas

**Established Neighborhoods** are the built-up areas of the City which are generally characterized by satisfactory structural housing conditions and neighborhoods mostly free from blighting influences such as mixed land use patterns, abandoned buildings, and street layouts inappropriate for residential development. These predominantly residential neighborhoods may include some undeveloped tracts which should also become residential. Any proposed nonresidential development should be limited, carefully reviewed, and only adjacent to designated major thoroughfares and/or activity corridors. Zoning and capital improvement policies should protect and enhance established neighborhoods.

**Neighborhood Growth Areas** are intended to accommodate Texas City's needs for new residential neighborhoods and related shopping areas and community facilities for the foreseeable future. Community facilities may include parks, schools, libraries, fire stations, and recreation centers. Development of neighborhood growth areas in general accordance with the Neighborhood Unit Concept allows for a diversity of housing types and convenient access to community facilities and retail centers while still identifying and protecting single-family residential areas from intrusions of incompatible land uses and heavy vehicular traffic.

**Waterfront Conservation & Recreation Areas** are wetlands, flood plains, limited uplands and other areas of natural beauty adjacent to Galveston Bay, Moses Lake, Dollar Bay and Moses and Dickinson Bayous. These areas are, for the most part, not developable due to environmental considerations or flooding potential or because it is not economically feasible for either the City or private developers to provide the necessary access or infrastructure. They will remain primarily as open spaces. Federally defined wetlands should be identified and protected. Flood plains and uplands should be utilized for passive and Active Park and recreational and tourism type uses including marinas, restaurants, hotels, and related retail.

**Activity Corridors** parallel freeway and highways with higher intensity land uses. These uses are primarily region serving and include malls, commercial, and open display retailing, wholesale, distributing and warehousing operations, restricted light industry, business offices, hotels and motels, and higher density residential development. The depths of these corridors may vary slightly on either side of the freeway or highway dependent upon specific types of land uses. The intensity of development should decrease in proportion to the distance from the freeway or highway.

**Low Intensity Activity Corridor** is located along the east side of State Highway 146, north of Moses Lake; the corridor serves as a transition zone between the highway and the habitat of the Attwater Prairie Chicken and endangered species. Limited low intensity commercial, Business Park, warehouse, recreation and tourism related uses are appropriate in accordance with the development standards of the State Highway 146 overlay-zoning district. Because of the adjacent to the Attwater Prairie Chicken Preserve, residential uses are not recommended.

**Revitalization Corridors** are the areas of Texas City where prompt action is needed to prevent or reverse deterioration, specifically along Texas Avenue and 6<sup>th</sup> Street. These corridors are characterized by dilapidated structures, fair to poor housing conditions, incompatible mixture of land uses and declining numbers of housing units and small businesses. Recommended approaches to conserving and revitalizing these areas are discussed in the "Goals and Strategies for Texas City" report prepared by the Goals 2000 Committee.

**Business and Light Industrial Growth Areas** should consist of a combination of office and mixed commercial uses, research and development facilities, and light industrial plants in coordinated, master planned campus like settings. Interdependent and complimentary businesses and industries are ideal for these areas. The business and light industrial growth areas shown on the Plan are well served by existing freeways, thoroughfares, and major railways. A number of pipelines are also located in these areas. Planning for the types of uses identified herein can be more easily accommodated with the existing pipelines and other physical conditions.

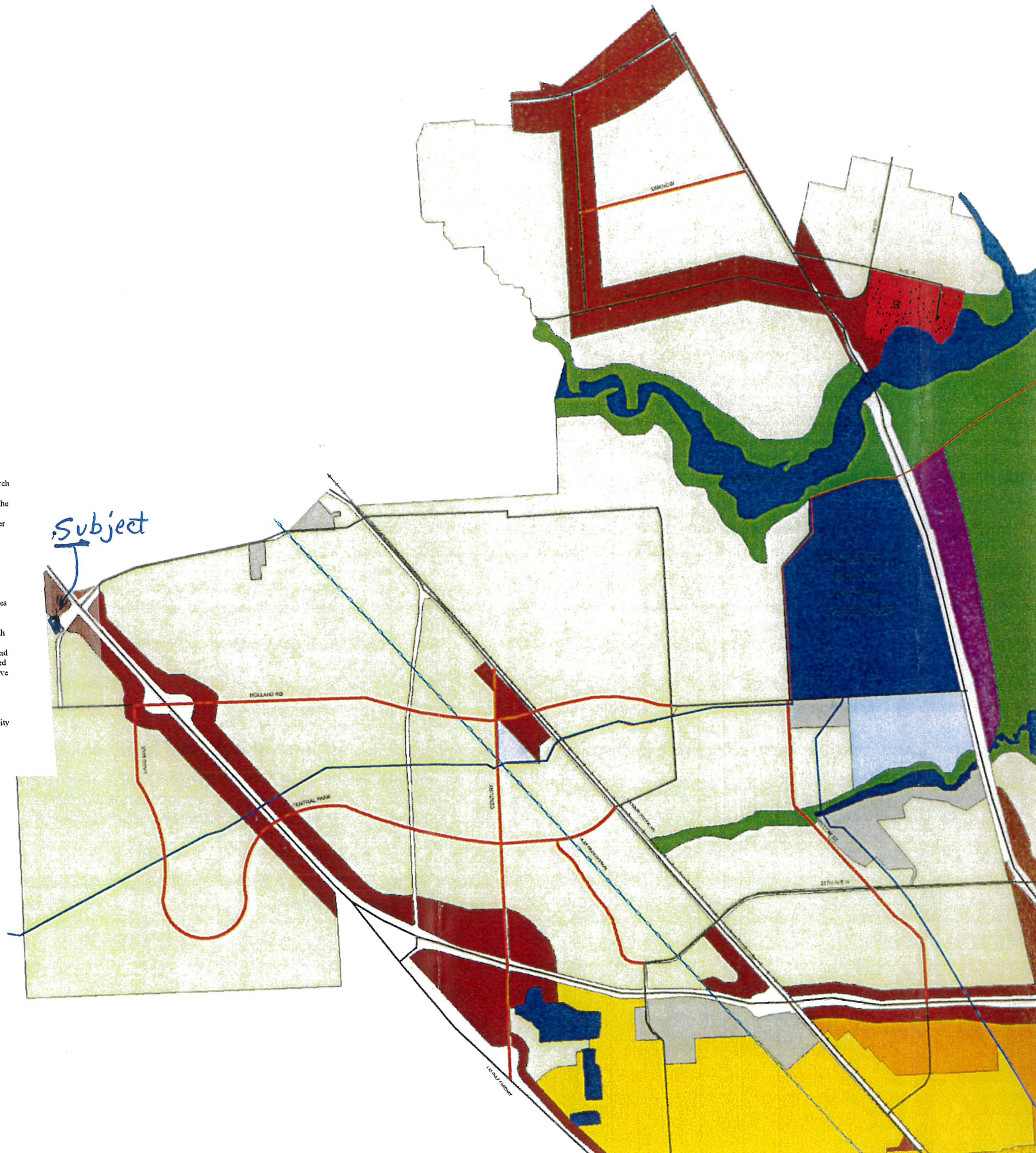
**Industrial Areas** provide for intensive industrial, manufacturing and maritime related uses located nonadjacent to residential neighborhoods. Future expansion of heavy industrial uses should be limited to Shoal Point, the ship channel district and remaining undeveloped lands to the south of the existing petrochemical facilities.

A. **Industrial Transition Zone** - This zone is located parallel with and adjacent to the south side of Texas Avenue. Any proposed development within the Industrial Transition Zone should be limited to nonresidential uses. Typical land uses for this zone could consist of outdoor storage, office professional, commercial, and industrial warehousing. This zone will require enhanced performance standards i.e., setbacks, parking, landscaping, and screening. The intent for the enhanced performance standards is to provide reasonable aesthetics and visual screening to the industrial land use south of 5<sup>th</sup> Avenue South.

B. **Dickinson Bayou Transition Zone** - This zone is located on the north side of Dickinson Bayou east of 29<sup>th</sup> Street and south of Avenue R. Land uses within this zone include all uses except heavy industry. This zone will require enhanced performance standards, i.e., setbacks, parking, landscaping and screening that are intended to provide a more attractive waterfront environment.

**Public / Institutional Areas** include major government, educational, and medical facilities located throughout the City.

**Growth Reserves** are recommended as long-term expansion areas of the City that could not be economically served with City utilities in the foreseeable future. These areas are also beyond the limits of the existing hurricane protection levee. Development should be directed away from these reserves and into recognized activity corridors and neighborhood growth areas. Any interim uses should be monitored to avoid threatening Texas City's long-term growth prospects.



**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 11/07/2018

Rezoning of Property for Christopher Morin and Daniel Cencer

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

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

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve or deny request by Christopher Morin and Daniel Cencer to rezone from O (Open Space) to E-4 Commercial Warehouse to construct a boat and RV storage facility. Located at 4801, 4811 and 4817 FM 646.

**BACKGROUND**

Previously approved by the Zoning Commission on October 2, 2018. Not in conflict with the Land Use Plan.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

(7) (b)

**Meeting Date:** 11/07/2018

Rezoning Property for Robert Block

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

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

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve or deny request by Robert Block to rezone from "O" (Open Space) to "O-P" (Office Professional) to construct office buildings. Located west side of I-45 at Hughes Road.

**BACKGROUND**

This request went before the Zoning Commission during a Public Hearing on October 16, 2018. There was no testimony in opposition to the rezoning. After considering all pertinent information, the Zoning Commission unanimously recommends approval.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(8) (a)**

**Meeting Date:** 11/07/2018

**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 17, 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 17, 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 17, 2018, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Matthew T. Doyle.

1. ROLL CALL

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

2. INVOCATION

Led by Pastor Robert Goolsby of Mainland Church of Christ.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 2 Abel Garza, Jr.

4. PROCLAMATIONS AND PRESENTATIONS

a. Presenting a Certificate of Recognition and Final Payment Check to Galveston Outlets, LLC

James Hartshorn, City Secretary, along with Randy Dietel and Mark Ciavaglia, Texas City Economic Development Board Members, thanked Elaine Devon, Premier Outlet, and Jay Marmo, General Manager for Tanger Outlets, for the opportunity to do this type of project and partnership in Texas City.

Mayor Doyle congratulated The Simon Group and Tanger Outlets on this outstanding achievement and stated that he looks forward to their continued growth and success in Texas City.

b. Employer Support of the Guard and Reserve (ESGR) Award

Thomas Munoz, Emergency Management Director, stated that without the support of the City it would have been impossible for him to serve the Country and take care of his family, which is why he nominated the Mayor for the Patriotic Employer Award.

The ESGR Committee presented the Mayor, the City of Texas City and Thomas Munoz with several plaques and wished Thomas Munoz a happy retirement from the Coast Guard.

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

Commissioner District 4 Jami Clark and Mayor Pro -Tem Phil Roberts spoke in support of the COM Bond Referendum.

Dr. Warren Nichols, President of College of the Mainland, stated that there will be an Open House to view the new conference center on October 22, 2018.

Commissioner District 1 Earl Alexander abstained from voting.

Motion by Mayor Pro Tem, Commissioner At-Large Phil Roberts, Seconded by Commissioner District 3 Dorthea Jones

**Vote: 6 - 0 CARRIED**

- 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)

Darcie Valenzuela, Marketing and Tourism Coordinator, gave a PowerPoint presentation on the Strategic Plan she's created for the Marketing Department. Mrs. Valenzuela unveiled the new City logo and showed examples of ad's she's placed in local magazines to promote Texas City.

## 6. PUBLIC HEARING

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

James Hartshorn, City Secretary, stated that this is that second public hearing concerning the annexation of property along HWY 146. Mr. Hartshorn reiterated that no residential housing is not included in the proposed annexation boundaries.

Tony Poynor and Shannon Kitchens requested to speak before the City Commission. Mr. Poynor and Ms. Kitchens request the the City deannex several properties in Chase Park.

Motion by Commissioner District 2 Abel Garza, Jr., Seconded by Commissioner At-Large Bruce Clawson to close the Public Hearing

**Vote: 7 - 0 CARRIED**

## 7. CONSENT AGENDA

Motioned by Commissioner Dorthea Jones, Seconded by Commissioner Jami Clark to approve Consent Agenda items a through e, g through k, m, and n.

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

**Vote: 7 - 0 CARRIED**

- 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)

**Vote: 7 - 0 CARRIED**

- 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)

**Vote: 7 - 0 CARRIED**

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

**Vote: 7 - 0 CARRIED**

- 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)

**Vote: 7 - 0 CARRIED**

- 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)

Pulled by Commissioner At-Large Bruce Clawson.

Commissioner At-Large Bruce Clawson asked what exactly is being collected through this contract?

Fire Chief David Zacherl stated that EMS supplemental pay is being collected.

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

**Vote: 7 - 0 CARRIED**

- 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)

**Vote: 7 - 0 CARRIED**

- 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)

**Vote: 7 - 0 CARRIED**

- 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)

**Vote: 7 - 0 CARRIED**

- 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)

**Vote: 7 - 0 CARRIED**

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

**Vote: 7 - 0 CARRIED**

- 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)

Item pulled by Mayor Doyle.

Jennifer Price, Human Resource Director, introduced Sarah Davis, a representative from Gahllager, and explained that as of right now employee insurance fees will not be changing.

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

**Vote: 7 - 0 CARRIED**

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

**Vote: 7 - 0 CARRIED**

- n. Consider and take action on Resolution No. 18-113, approving Bid No. 2018-061 Vegetation Management Chemicals Annual Contract. (Public Works)

**Vote: 7 - 0 CARRIED**

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

Item pulled by Mayor Doyle.

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

**Vote: 7 - 0 CARRIED**

8. STAFF COMMENTS

Luke Alvery, Library Director, stated that the Library will be hosting the Fine Forgiveness Food Drive starting on November 1, 2018.

James Hartshorn, City Secretary, stated that Touch-a-Truck will be on October 27, 2018, starting at 10 a.m.

Nicole Best, Recreation and Tourism Coordinator, stated that the Hallowpalooza Festival will be on October 31, 2018, starting at 5 p.m.

9. MAYOR'S COMMENTS

Mayor Doyle stated that after the City Commission on November 7, 2018, a bench and plaque will be dedicated in memory of Ronald Plackemeier.

10. COMMISSIONERS' COMMENTS

Commissioner Roberts thanked Thomas Munoz for his service in the Coast Guard and wished him a happy retirement.

Commissioner Clawson thanked Thomas Munoz for his years of service to the Coast Guard and the City.

Commissioner Jones thanked Thomas Munoz and expressed her happiness to see Commissioner Clark after her recent surgery.

11. ADJOURNMENT

Having no further business, Mayor Pro Tem Phil Roberts made a MOTION to ADJOURN at 5:50 p.m.; the motion was SECONDED by Commissioner District 4 Jami Clark. All present voted AYE. MOTION CARRIED.

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MATTHEW T. DOYLE, MAYOR

ATTEST:

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James M. Hartshorn, City Secretary

**CITY COMMISSION REGULAR MTG**

**(8) (b)**

**Meeting Date:** 11/07/2018

Interlocal Cooperation Agreement between City of Galveston and the City of Texas City (Fire Department)

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

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

**Department:** Fire Department

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action authorizing the Mayor to execute an Interlocal agreement between the City of Galveston and the City of Texas City for live fire training. (Fire Department)

**BACKGROUND**

City of Galveston's fire department desires to rent from the City of Texas City fire department's the Live Fire Training Trailer for a period of three (3) days .

**ANALYSIS**

Texas City fire department desires to rent its live fire training trailer to the City of Galveston's fire department for purpose of live fire training. The rental fee for this purpose is Two Thousand One Hundred and 00/100 Dollars (\$2,100.00)

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Exhibit A

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**RESOLUTION NO. 18-116**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF GALVESTON, TEXAS AND THE CITY OF TEXAS CITY, TEXAS, FOR FIRE DEPARTMENT LIVE FIRE TRAINING; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the City of Galveston and its Fire Department and the City of Texas City and its Fire Department are authorized to enter into the proposed Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code; and

**WHEREAS**, pursuant to the Act, both Cities are authorized to contract with eligible entities to perform governmental functions and services; and

**WHEREAS**, the City of Galveston's fire department desires to rent from the City of Texas City fire department's Live Fire Training Trailer ("Trailer"), to be used for a period of three (3) days and the Texas City fire department wishes to rent to the City of Galveston fire department's Live Fire Training Trailer for such period of time, and

**WHEREAS**, City of Galveston and its Fire Department and the City of Texas City and its Fire Department desires to contract with each other for this purpose.

**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 Interlocal Cooperation Agreement between the City of Galveston, Texas and the City of Texas City, Texas and the Mayor is authorized to execute the Interlocal Cooperation Agreement, in the same or similar format attached hereto as **Exhibit "A"** and made a part hereof.

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

**PASSED AND ADOPTED this 7th day of November 2018.**

---

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

ATTEST:

APPROVED AS TO FORM:

---

James M. Hartshorn  
City Secretary

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Russell F. Plackemeier  
City Attorney

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF GALVESTON - FIRE DEPARTMENT  
AND  
THE CITY OF TEXAS CITY – FIRE DEPARTMENT**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the City of Galveston, Texas, a municipal home-rule corporation, being located in Galveston County, Texas, and the City of Texas City, a municipal home-rule corporation, being located in Galveston County, Texas, (collectively the “Parties” or “parties” or individually referred to as the “Party” or “party”) and each being organized and existing under the laws of the State of Texas.

WITNESSETH

WHEREAS, the City of Galveston and its Fire Department and the City of Texas City and its Fire Department are authorized to enter into the proposed Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to the Act, both Cities are authorized to contract with eligible entities to perform governmental functions and services; and

WHEREAS, City of Galveston and its Fire Department and the City of Texas City and its Fire Department desires to contract with each other on the terms described herein; and

WHEREAS, the City of Galveston’s fire department desires to rent from the City of Texas City fire department’s Live Fire Training Trailer (“Trailer”), to be used for a period of three (3) days and the Texas City fire department wishes to rent to the City of Galveston fire department’s Live Fire Training Trailer for such period of time; and

WHEREAS, in addition with the Trailer rental, including local transportation costs, the City of Texas City will provide four (4) instructors to the City of Galveston; and

WHEREAS, the term of the rental agreement will be for three (3) days, the specific dates to be determined. The parties agree that the rental fee for such usage is Seven Hundred and 00/100 Dollars (\$700.00) per day; and

WHEREAS, the City of Galveston and the City of Texas City desire to enter into this Agreement for the purpose of providing valuable training to the City of Galveston’s Fire Department in fire behavior (the “Training”); and

WHEREAS, both Cities are authorized by law to perform the services as set forth in this Agreement; and

WHEREAS, in accordance with the Act, the City of Galveston and the City of Texas City, agree that payments for the performance of governmental functions or services are from available current revenues.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The Parties find that the recitations and statements set out above are true and correct.
2. The City of Texas City and its Fire Department agree to rent its Live Fire Training Trailer to the City of Galveston and its Fire Department. Included in the rental fee is the cost of four (4) instructors from the City of Texas City and the costs of local transportation.
3. The term of this Interlocal Agreement is for a period of three (3) days. The specific days shall be determined by the parties. The parties agree that the rental fee for such usage is Seven Hundred and 00/100 Dollars (\$700.00) per day and shall not exceed a total of Two Thousand One Hundred and 00/100 Dollars (\$2,100.00). Payment must be received on or before the date of the scheduled Training. Any obligations of the City of Galveston to make payments pursuant to this Agreement are subject to appropriation by the City of Galveston of funds that are lawfully available to be applied to such purpose.
4. Specific Terms and Rules:
  - I. The training will occur at the City of Galveston's Fire Station No. 7, located at 3902 Buccaneer, in the City of Galveston.
  - II. The City of Galveston Fire Department is responsible for providing materials, at its sole cost, to be used in the trailer (i.e. 7/16 OSB plywood and other Class A combustibles as may be required to produce the desired effect). A list of required materials and amount shall be supplied as an appendix to this agreement. ***The parties understand the use of combustible or flammable fuels is strictly prohibited.***
  - III. The City of Galveston agrees to follow and abide by the Texas City Fire Department Live Fire Training Guidelines established for such purpose. A copy of the Live Fire Training Guideline is supplied as an appendix to this Agreement.
  - IV. The parties understand and agree that only personnel that have received training and who meet the performance requirements of Firefighter 1, National Fire Protection Association (NFPA) 1001 shall be permitted to participate in any training evolutions. The City of Galveston agrees that it shall properly control and supervise all its employees and agents who are permitted to participate in any training session involving the Trailer. Texas City shall not be responsible for employees and agents of the City of Galveston or its Fire Department.
  - V. Pursuant to Tex. Gov't Code section 791.006, the City of Galveston agrees to release, hold harmless, indemnify, forgive, and discharge the City of Texas City, its employees and agents thereof from any actions, claims, demands, suits, agreements, judgments, liabilities, and proceedings, whether arising in equity or in law, and in particular arising from any act or omission involving:

- The use of any/all of the City of Texas City's related equipment or any activity associated with the rental of this Trailer.
- Participation in live fire Training conducted in and around the City of Texas City Fire Department Live Fire Training Unit.
- Any and all damages incurred during the use of personal Personal Protective Equipment (PPE) and PPE issued by the City of Galveston.

VI. The City of Galveston further attests that all PPE brought by the City of Galveston and used by the City of Galveston in this live fire training exercise is in conformance with all applicable National Fire Protection Association (NFPA) standards in place at the time of manufacture and understand that the City of Texas City does not supply any PPE or Self Contained Breathing Apparatus (SCBA) for use in the live fire training exercises.

VII. By this Agreement, the City of Galveston acknowledges that it is fully aware of and fully understands that practical fire training, and in particular live fire training, is an inherently dangerous activity and that its personnel's participation is wholly voluntarily and undertaken of their own free will.

VIII. This Agreement and the covenants contained herein shall remain binding upon all assignees or successors in interest, and personal representatives of the contracting parties. The City of Galveston and the City of Texas City, represents that their respective signatories below have authority to execute the Agreement and bind the Parties to the terms hereof. Venue for any dispute arising from this Agreement shall lie in Galveston County, Texas.

5. This written Interlocal Agreement, and the Appendixes, Exhibits and addendum, if any, attached hereto and made a part hereof, embodies the whole agreement of the parties and supersedes all previous communications, representations, or agreements between the parties with respect to the matters contained herein. No agreements, amendments, modifications, implied or otherwise, shall be binding on either Party unless set forth in writing and signed by both parties.

6. Subject to the provisions in Article "V" hereinabove, each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused by the sole negligence of an officer or employee of the other Party.

7. To the extent permitted under the laws and constitution of the state of Texas, the Parties agree to each provide the minimal level of general liability insurance as required by State law and to name the other entity as an additional insured for the purpose of this Agreement. In the event of any cause of action or claim asserted against either Party, either Party will provide the other party timely notice of such claim, dispute, or notice. Thereafter, to the extent allowed by law either Party shall each at their own expense, faithfully and completely defend and protect themselves against any and all liabilities arising from such claim, cause of action, or notice.

8. Neither Party waives or relinquishes any immunity, limitation of liability, or defense on behalf of itself, its officers, employees or agents as a result of the execution of this Agreement nor the performance of the covenants contained herein.

9. Any and all notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To: City Manager, City of Galveston  
P.O. Box 779  
Galveston, Texas 77553

To: 1725 25<sup>th</sup> Street  
North Texas City  
Texas City, Texas 77590

10. If any clause, provision or section of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction, the offending clause, provision, or section shall be struck, and such invalidity or unenforceability shall not affect any of the remaining clauses, provisions, or sections hereof.

11. The Parties hereby represent to the other that: (i) each other is a duly authorized and existing municipality organized under the laws of the State of Texas, (ii) each has full right and authority to enter into this Agreement, (iii) each person signing on behalf of the City are authorized to do so, and (iv) the execution and delivery of this Agreement will not result in any breach of, or constitute a default under any agreement or other contract or instrument to which either City or is a party or by which either such party may be bound

This Agreement shall be in effect from the \_\_\_\_ day of \_\_\_\_\_, 2018.

**[SIGNATURES FOLLOW ON NEXT PAGE]  
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**TEXAS CITY**

**CITY OF GALVESTON**

By: \_\_\_\_\_  
Matthew T. Doyle  
Mayor

By: \_\_\_\_\_  
Brian Maxwell  
City Manager, City Manager

AGREED TO BY:

\_\_\_\_\_  
David Zacherl, Texas City, Fire Chief

\_\_\_\_\_  
Mike Wisko, GFD, Fire Chief

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

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

ATTEST:

By: \_\_\_\_\_  
Janelle Williams, City Secretary  
City of Galveston

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Texas City, Legal Department

\_\_\_\_\_  
City of Galveston, Legal Department

**CITY COMMISSION REGULAR MTG**

**(8) (c)**

**Meeting Date:** 11/07/2018

2018 Employee Christmas Gift Cards

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

**Submitted By:** Susan Sensat, Administration

**Department:** Administration

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-117, approving the purchase of 429 Visa gift cards in the amount of \$50.00 each, to be given to City employees (full and part-time), as an incentive for continued outstanding customer service and performance. (Human Resources)

**BACKGROUND**

The total cost for the cards are \$21,450.00 which includes 429 cards at \$50.00 each, plus a \$1.50 per card activation charge of \$643.50. Shipping cost is unknown. This is an annual item and is budgeted. The cards are given prior to Christmas to all part-time and full-time employees with over a year of service.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 18-117**

**A RESOLUTION APPROVING THE PURCHASE OF 429 VISA GIFT CARDS IN THE AMOUNT OF \$50.00 EACH, TO BE GIVEN TO CITY EMPLOYEES (FULL AND PART-TIME), AS AN INCENTIVE FOR CONTINUED OUTSTANDING CUSTOMER SERVICE AND PERFORMANCE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the City requests approval of the purchase of 429 Visa Gift Cards in the amount of \$50.00 each, to be given to City Employees (full and part-time), as an incentive for continued outstanding customer service and performance.

**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 429 Visa Gift Cards in the amount of \$50.00 each, to be given to City Employees (full and part-time), as an incentive for continued outstanding customer service and performance.

**SECTION 2:** The cost for the cards is \$21,450.00, which includes 429 cards at \$50.00 each, plus a \$1.50 per card activation charge and additional shipping fees.

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

**PASSED AND ADOPTED this 7th day of November 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

**CITY COMMISSION REGULAR MTG**

**(8) (d)**

**Meeting Date:** 11/07/2018

Goodbuy Purchasing Cooperative Interlocal Participation Agreement

**Submitted For:** Debbie Gurka, Administration

**Submitted By:** Debbie Gurka,  
Administration

**Department:** Purchasing

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-118, approving an Interlocal Agreement with the GoodBuy Purchasing Cooperative that is authorized by Texas Government Code 791.00 as amended, operated by the Education Service Center, Region 2, a state agency, as authorized by Texas Education Code 8.002 and 44.031(a).

**BACKGROUND**

The GoodBuy Purchasing Cooperative was created in 1992 and offers members a beneficial opportunity to purchase goods and services from contracts that meet all state and federal competitive bidding requirements.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution  
Interlocal Participation Agreement

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**RESOLUTION NO. 18-118**

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE GOODBUY COMPANY PURCHASING COOPERATIVE THAT IS AUTHORIZED BY TEXAS GOVERNMENT CODE 791.00 AS AMENDED, OPERATED BY THE EDUCATION SERVICE CENTER, REGION 2, A STATE AGENCY, AS AUTHORIZED BY THE TEXAS EDUCATION CODE 8.002 AND 44.031 (A); 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, local government (hereinafter "Member") pursuant to the authority by Article 791 et. seq. of the Inter-local Cooperation Act, as amended, desires to participate in the Goodbuy Purchasing Cooperative; and

**WHEREAS**, the City of Texas City, local government has elected to be a Member of the Goodbuy Purchasing Cooperative, a program created by local governments in accordance with the Inter-Local Cooperation Act 791, Texas Government Code; and

**WHEREAS**, the Member, is of the opinion that participation in the Goodbuy Purchasing Cooperative will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized through participation in this Shared Service Agreement Resolution; and

**WHEREAS**, the Member desires to participate and join with local governments in a cooperative inter-local agreement and a shared service agreement for the purpose of fulfilling and implementing their respective public government purposes, needs, objectives, programs, functions and services.

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

**SECTION 1:** That the Member does request the Goodbuy Purchasing Cooperative include its stated needs for all categories of instructional goods and services, whereby the Member may be allowed to purchase those items from the Goodbuy Purchasing Cooperative contracts; and that the Goodbuy Purchasing Cooperative is authorized to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Members that have elected to participate in this agreement.

**SECTION 2:** That the Board of Directors of the Member does hereby authorize the Mayor to execute this Agreement.

**SECTION 3:** That the execution of this Resolution shall evidence the election of the Member and eligible local governments to become members of the Multi-Regional Purchasing Program Shared Service Agreement upon the terms and conditions stated. The Board of Directors has, and at the time of adoption of the Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the person named, who hereby grant the powers to exercise the same.

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

**PASSED AND ADOPTED this 7th day of November 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



Purchasing Program of the Education Service Center, Region 2

## **Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative**

The GoodBuy Purchasing Cooperative (“GoodBuy”), is a Purchasing Cooperative authorized by Tex. Gov’t Code §§ 791.001 *et seq.* as amended, operated by the Education Service Center, Region 2 (“Region 2 ESC”), a state agency, as authorized by Tex. Educ. Code (“TEC”) §8.002 and TEC §44.031(a)(4). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members. Program Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and price as stated in each GoodBuy awarded contract. GoodBuy excludes engineering, architectural, land surveyors, doctors, nurses and construction services. The purchase of goods through GoodBuy includes the purchase of any services reasonably required for the installation, operation, or maintenance of purchased goods, where such services are included in the awarded Vendor contract.

### **MEMBERSHIP**

1. **Program Members.** Program Members must be qualifying local governmental entities of the State of Texas or another State; or qualifying private non-profit entities with tax exempt status under IRS Code Section 501(c)(3), operating private schools or child care facilities.
2. To become a Program Member requires the approval of this Agreement by the governing body of the Member, and by the Region 2 ESC Board of Directors. Each Program member must submit a copy of this Agreement signed by an authorized representative of the Member, along with a signed copy of a Resolution approved by the Program Member’s governing body, to Region 2 ESC, as a condition of membership, as set forth below.
3. **Non-governmental Members.** In addition to the membership requirements set forth in Paragraph 2 above, all non-governmental entities seeking membership in GoodBuy must produce such documents as may be required from time to time by GoodBuy, to demonstrate each such non-governmental entity is eligible to become a Program Member under applicable law.
4. **Membership Term.** This Agreement shall be for one calendar year, which shall run from September 1 through August 31 of each calendar year, and shall become effective upon approval by both the Program Member’s governing body, and the Region 2 ESC Board of Directors. This Agreement shall automatically renew for successive one-year terms, unless sooner terminated as provided in this Agreement. The terms and conditions of this Agreement shall apply to the initial term of Membership and all renewals, unless the terms and conditions are modified in writing, and approved by the governing body of GoodBuy, the Region 2 ESC Board of Directors. There is no fee for Program Membership.
5. **Termination of Membership.** Either the Program Member or Region 2 ESC may elect to non-renew this Agreement by sixty (60) days written notice of non-renewal delivered to the designated representative of the other party, as set forth below. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the designated representative set forth below, with or without cause. If the Program Member terminates its participation during the term of this Agreement or if GoodBuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.



### **Services Provided by GoodBuy:**

GoodBuy will:

- Provide the organization and administrative structure of the program, including all staff necessary for the efficient operation of the program;
- Solicit requests from Program Members for adding categories/commodities and relevant specifications, and quantity demands for goods and services that could be included in the GoodBuy program;
- Prepare specifications for procurement of goods and services to be included in the GoodBuy program;
- Publish solicitations for prices and bids from potential Vendors of goods and services to be included in the GoodBuy program;
- Qualify potential Vendors and their goods or services, based on published bid criteria, and including the conducting of due diligence of potential Vendors;
- Tabulate price quotes, unit prices, and other information provided by potential Vendors of goods and services, to determine awarded Vendors for specific goods and services;
- Making all Vendor background research information and bids, and GoodBuy awarded Vendor contract analysis information available to Program Members;
- Maintain and publish the list of all GoodBuy awarded contracts, including all relevant information about the goods and services available under each awarded Vendor contract; and
- Provide Members with procedures for ordering, delivery, and billing for Member purchases from GoodBuy vendors.

Region 2 ESC is the designated entity that shall supervise the GoodBuy performance of this Agreement.

Any written notice to the GoodBuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: GoodBuy Purchasing Cooperative, Education Service Center, Region 2, 209 N. Water St., Corpus Christi, Texas 78401-2528 or by e-mail sent and actually received by GoodBuy to a GoodBuy Relations Representative at [goodbuy@esc2.net](mailto:goodbuy@esc2.net).

### **Member Obligations:**

- Each Program Member warrants that all Vendor payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to that Member.
- Program Members commit to purchase goods and services that become part of the official GoodBuy products and services list when it is in the best interest of the member entity.
- Each Program Member agrees to prepare purchase orders or provide other documentation issued to the appropriate vendor from the official awarded Vendor list provided by GoodBuy clearly noting contract number on it, as may be required by Member policy and procedures; provide a copy of each such Purchase Order, or Member approved order confirmation, Vendor Invoice or other proof of purchase for a purchase to the GoodBuy representative no later than 60 business days of the Member purchase from a GoodBuy Vendor;
- Accept shipments of products or delivery of services ordered from vendors in accordance with standard GoodBuy purchasing procedures.



- Pay Vendors in a timely manner for all goods and services received.
- Report promptly in writing to GoodBuy any and all instances in which a Program Member has rejected goods or services delivered to the Member by any awarded GoodBuy Vendor, or has cancelled any previously approved Purchase Order or invoice Order for goods or services to be provided by any awarded GoodBuy Vendor, to the designated GoodBuy representative.
- It is also a condition precedent to the approval of this Agreement for each Program Member by the Board of Directors of Region 2 ESC, that each prospective Program Member shall designate the person or persons who have express authority to represent and bind the Program Members in the administration and operation of this Agreement, with respect to GoodBuy purchasing, and Region 2 ESC will not be obligated to contact any other individual(s) regarding GoodBuy matters. A Program Member may change the designated Member representative listed below at any time by submitting written notice to [goodbuy@esc2.net](mailto:goodbuy@esc2.net).

Program Member Name: \_\_\_\_\_

Program Member Designated GoodBuy representative(s):

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

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

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Contact Information: \_\_\_\_\_

(Address) \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

The Program Member shall provide proof of goods and services purchased via any GoodBuy contract (purchase orders, monthly activity reports, order confirmations, invoices, etc.) to GoodBuy (all purchases conducted through GoodBuy Awarded Vendor contracts). These reports may be modified from time to time as deemed appropriate by GoodBuy.

### GENERAL TERMS AND CONDITIONS

- 1. Governing Law and Venue.** The Program Member and GoodBuy agree that this Agreement is governed by the law of the State of Texas and the published policies and procedures of GoodBuy. Any and all suits arising from this Agreement shall be brought in a court of competent jurisdiction and venue shall lie in Nueces County, Texas.
- 2. Cooperation and Access.** The Program Member and GoodBuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by GoodBuy or the Program Member. GoodBuy reserves the right to audit the relevant records of any Program Member, and vice-versa.
- 3. Defense and Prosecution of Claims.** The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.
- 4. Legal Counsel.** The Region 2 ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.
- 5. Purchase Contracts.** The Region 2 ESC and GoodBuy shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor through the GoodBuy program.



6. **No Warranty.** The Region 2 ESC and/or GoodBuy does not warrant, sponsor, or endorse the goods or services of any GoodBuy Vendor.
7. It is the responsibility of the Program Member purchasing from GoodBuy awarded vendors ensure that the applicable purchasing requirements for the Member are met in accordance with all applicable local, state and federal procurement law.
8. **Mediation.** All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Nueces County, Texas, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.
9. **Compliance with Procurement Laws.** GoodBuy shall use its best effects to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation governing the Program Member.
10. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
11. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect
12. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, representatives and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
13. **THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
14. **THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**
15. **GoodBuy and Region 2 ESC, their ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**



Purchasing Program of the Education Service Center, Region 2

16. **Merger:** The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the GoodBuy Purchasing Cooperative, and Program Member electing to participate in the Program.

17. **Representation of Authorization:** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

**TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Program Members**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
GoodBuy Relations Representative, Region 2 ESC

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

\_\_\_\_\_  
(Name of Program Member)

**TO BE COMPLETED BY PROGRAM MEMBER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of authorized representative of Program Member)

**CITY COMMISSION REGULAR MTG**

**(8) (e)**

**Meeting Date:** 11/07/2018

**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. 18-119, approving the cancellation of the November 21, 2018, City Commission Meeting. (City Secretary)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 18-119**

**A RESOLUTION AUTHORIZING THE MAYOR CANCEL THE NOVEMBER 21, 2018, CITY COMMISSION MEETING; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the City Commission of the City of Texas City holds a Regular Meeting on the first (1st) and third (3rd) Wednesday of each month; and

**WHEREAS**, the third (3rd) Wednesday of November, 2018, is November 21, 2018; and

**WHEREAS**, the November 21, 2018, meeting is cancelled for the Thanksgiving Holiday.

**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 cancels the cancelation of the November 21, 2018, Regular Meeting.

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

**PASSED AND ADOPTED this 7th day of November 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

**CITY COMMISSION REGULAR MTG**

**(8) (f)**

**Meeting Date:** 11/07/2018

Write-off of utility receivables

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

---

**Information**

**ACTION REQUEST (Brief Summary)**

Write-off of utility receivables past due at September 30, 2018. These are deemed to be uncollectible.

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

---

**RESOLUTION NO. 18-120**

**A RESOLUTION AUTHORIZING THE WRITE-OFF OF UTILITY RECEIVABLES PAST DUE AND DEEMED TO BE UNCOLLECTIBLE AS OF SEPTEMBER 30, 2018; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, there is a need to remove past due receivables from the City's account receivables records; and

**WHEREAS**, the Director of Finance is recommending that utility receivables be written off which are past due, as of September 30, 2018, and have been deemed to be uncollectible.

**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, as part of the 2017-2018 Fiscal Year closing process, approves the write-off of utility receivables which are past due, as of September 30, 2018, and are deemed to be uncollectible.

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

**PASSED AND ADOPTED this 7th day of November 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**

**(8) (g)**

**Meeting Date:** 11/07/2018

Write-off of EMS Receivables

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

---

**Information**

**ACTION REQUEST (Brief Summary)**

Write-off of EMS receivables greater than or equal to 120 days past due at September 30, 2018. These are deemed to be uncollectible.

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

---

**RESOLUTION NO. 18-121**

**A RESOLUTION AUTHORIZING THE WRITE-OFF OF EMS RECEIVABLES PAST DUE AND DEEMED TO BE UNCOLLECTIBLE AS OF SEPTEMBER 30, 2018; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, there is a need to remove past due receivables from the City's account receivables records; and,

**WHEREAS**, the Director of Finance is recommending that EMS receivables be written off which are past due, as of September 30, 2018, and have been deemed to be uncollectible.

**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, as part of the 2017-2018 Fiscal Year closing process, approves the write-off of EMS receivables which are past due, as of September 30, 2018, and are deemed to be uncollectible.

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

**PASSED AND ADOPTED this 7th day of November 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**

**(8) (h)**

**Meeting Date:** 11/07/2018

Hydro Excavator with Valve Exerciser for Utilities

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

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

**Department:** Public Works

---

**Information**

**ACTION REQUEST (Brief Summary)**

Approve the purchase of a Hydro Excavator with Valve Exerciser through Buy Board - Local Government Purchasing Cooperative.

**BACKGROUND**

This equipment is to be purchased for the Utilities Department. Funds are available from the 2018 / 2019 Budget.

A quotation with Buy Board discount pricing is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to award the above Buy Board purchase to E. H. Wachs for the purchase price of \$63,409.37

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Exhibit A

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**RESOLUTION NO. 18-122**

**A RESOLUTION APPROVING THE PURCHASE OF A HYDROEXCAVATOR WITH VALVE EXERCISER THROUGH BUYBOARD, A STATE OF TEXAS COOPERATIVE PURCHASING PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the Public Works Department requests approval for the purchase of a Hydro Excavator with Valve Exerciser through BuyBoard, a State of Texas Cooperative Purchasing Program; and

**WHEREAS**, this equipment is be purchased for the Utilities Department. Funds for this purchase are available through the 2018/2019 Budget; and

**WHEREAS**, it is the recommendation of the Public Works department to award the above Buy Board purchase to E.H. Wachs for the purchase price of \$63,409.37.

**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 Hydro Excavator with Valve Exerciser through BuyBoard, for a total price of \$63,409.37 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 7th day of November 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

**TO: Corbin Ballast**  
City of Texas City  
911 Hwy. 146 N  
P.O. Box 2608  
Texas City, TX 77592

Date: 10/19/2018  
Quotation Number: JB116659  
Payment Terms: Net 30 Days  
Shipping Terms: FOB Destination  
Valid Through: 12/18/2018  
Estimated Delivery: See Below  
Reference: Buyboard#515-16

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	<p>77-000-38 Standard LX (Diesel) - VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.</p> <p>Already GPS enabled, however adding option 79-412-02 (Trimble R2 GNSS receiver) provides survey grade centimeter accuracy.</p>	1	EA	64,375.00	1.5%	63,409.37
<b>Total (USD)</b>						<b>\$63,409.37</b>

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Jeffrey Brehm  
Outside Sales Rep Utility Div.  
512-348-0171  
jbrehm@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at [www.ehwachs.com](http://www.ehwachs.com) ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

**CITY COMMISSION REGULAR MTG**

**(8) (i)**

**Meeting Date:** 11/07/2018

approving an agreement with Shepley Bulfinch Richardson and Abbot, Inc to contract for \$100,000 for architectural services?.

**Submitted For:** Luke Alvey, Library

**Submitted By:** Luke Alvey, Library

**Department:** Library

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-123, approving an agreement with Shepley Bulfinch Richardson and Abbott, Inc. to contract for architectural services. (Library)

**BACKGROUND**

The authorization of the Shepley Bullfinch contract would authorize the hiring of Shepley Bulfinch, Richardson, and Abbot, Inc as an architect firm for a interior renovation of the library. The City Attorney has approved the contract. The agreement would be for \$100,000.

Anticipated costs of the renovations would be \$1.3 million. This renovation would include:

- New flooring/carpeting throughout the library
- New patron study rooms
- New group study room
- Updated electrical capacity for more plug-in access
- Redesigned entrance area
- Redesigned Circulation and Reference Desk
- Redesigned bathrooms to be Family Style Restrooms
- Improved plumbing capacity

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Texas City MML Renovation to Owner

Exhibit A TCMML Scope Description

Exhibit B TCMML Scope Drawing

Exhibit C TCMML Cert of Insurance

Exhibit D TCMML Schedule of Charges

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**RESOLUTION NO. 18-123**

**A RESOLUTION APPROVING AN AGREEMENT WITH SHEPLEY BULFINCH RICHARDSON AND ABBOTT, INC. TO CONTRACT FOR ARCHITECTURAL SERVICES IN REGARD TO MOORE MEMORIAL PUBLIC LIBRARY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, the Moore Memorial Public Library is in need of renovations to meet the current and future needs of our citizens; and

**WHEREAS**, Shepley Bulfinch Richardson and Abbott, Inc. is a licensed architectural firm with extensive experience in library construction, renovation and design.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves an agreement with Shepley Bulfinch Richardson and Abbott, Inc. to contract for architectural services in regard to the Moore Memorial Public Library as set out in Exhibit "A", attached hereto and made a part hereof.

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

**PASSED AND ADOPTED this 7th day of November 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

# DRAFT AIA® Document B103™ – 2017

## Standard Form of Agreement Between Owner and Architect for a Complex Project

**AGREEMENT** made as of the **22nd** day of **October** in the year **2018**  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

The City of Texas City, Texas  
1801 9<sup>th</sup> Ave. North  
P.O. Box 2608  
Texas City, Texas 77592-9109  
Matthew T. Doyle, Mayor

and the Architect:  
(Name, legal status, address and other information)

Shepley Bulfinch Richardson and Abbott, Inc DBA Shepley Bulfinch  
2 Seaport Lane  
Boston, MA 02210

for the following Project:  
(Name, location and detailed description)

Texas City Moore Memorial Library Renovation  
Moore Memorial Public Library  
1701 9<sup>th</sup> Ave N  
Texas City, TX 77590  
409-643-5970

The Moore memorial Library of Texas City, Texas has exceeded their capacity to effectively serve the local patrons. The Owner (City of Texas City), has requested a renovation of select public spaces within the existing facility's footprint. See attached Exhibits A and B for a general description of scope.

The Owner and Architect agree as follows.



### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT



### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See attached Exhibits A and B.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Partial renovations to the existing Moore Memorial Library building, consisting of 21,800 GSF located at:  
1701 9<sup>th</sup> Ave N  
Texas City, TX 77590

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

The estimated range of probable construction cost is from \$1,000,000.00 to \$1,200,000.00.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

The combined phases for Design, Construction Documents, and Procurement (bidding) is planned for a four (4) month duration following the Notice to Proceed to the Architect.

**2** Construction commencement date:

Contractor's Notice to Proceed for the commencement of construction is planned to begin approximately one (1) month after issuance of the Construction Documents for Bidding.

**3** Substantial Completion date or dates:

Substantial Completion of construction is planned to occur four (4) months after the Notice to Proceed to the Contractor.

**4** Other milestone dates:

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract.)*

This project will be procured through a competitive bid process.

**§ 1.1.6** The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:  
*(List number and type of bid/procurement packages.)*

Not Applicable (N/A)

**§ 1.1.7** The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None

**§ 1.1.7.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.4:  
*(List name, address, and other contact information.)*

Mr. Tommy Maris  
Project Administrator  
City of Texas City  
1801 9<sup>th</sup> Ave. North  
P.O. Box 2608  
City of Texas City, TX 77592-2608

[tmaris@texascitytx.gov](mailto:tmaris@texascitytx.gov)

(409) 643-5813

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

Luke Alvey-Henderson  
Library Director  
Moore Memorial Public Library  
1701 9<sup>th</sup> Ave N  
Texas City, TX 77590

[lalvey@texascitytx.gov](mailto:lalvey@texascitytx.gov)  
409-643-5970

Nick Finan  
Executive Director  
Management Services

City of Texas City  
1801 9<sup>th</sup> Ave. North  
P.O. Box 2608  
City of Texas City, TX 77592-2608

[nfinan@texascitytx.gov](mailto:nfinan@texascitytx.gov)

(409) 643-5927

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Cost Consultant:

.2 Scheduling Consultant:

N/A

.3 Geotechnical Engineer:

N/A

.4 Civil Engineer:

N/A

.5 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

Furniture/ Furnishings/ Equipment

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Mark Boone, AIA  
Principal  
Shepley Bulfinch  
55 Waugh Dr., #450  
Houston, Tx 7700 77007

[mboone@shepleybulfinch.com](mailto:mboone@shepleybulfinch.com)  
713-524-2155

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

N/A

.2 Mechanical and Plumbing Engineer:

Heather Camden, PE, LEED AP, CEM  
Principal  
E&C Engineers & Consultants Inc.  
1010 Lamar, Suite 650  
Houston, Texas 77002

.3 Electrical Engineer:

Lance McKnight, P.E., LEED AP  
Principal  
E&C Engineers & Consultants Inc.  
1010 Lamar, Suite 650  
Houston, Texas 77002

.4 Technology Consultant:

John Layton, CTS, DSCE  
Vice President Audio Visual Solutions  
DataVox  
6650 Sam Houston Pkwy S.  
Houston, TX 77072

§ 1.1.12.2 Consultants retained under Supplemental Services:

Consultants listed in Art. 4.1.1.10 and 4.1.1.21 are included in Architect's Basic Services.

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.



## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than « » (\$ « » ) for each occurrence and « » (\$ « » ) in the aggregate for bodily injury and property damage. REFER TO EXHIBIT C

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « » (\$ « » ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. REFER TO EXHIBIT C.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « » (\$ « » ) each accident, « » (\$ « » ) each employee, and « » (\$ « » ) policy limit. REFER TO EXHIBIT C.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate. REFER TO EXHIBIT C.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The

additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.



§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Owner Representative's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and Owner's Representative, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's or Contractor's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Design Documents for the Owner's approval. The Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Design Documents consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, mechanical and electrical systems, and other appropriate elements. The Design Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.2.7** Prior to the conclusion of the Design Phase, the Architect shall submit the Design-Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Documents.

**§ 3.2.8** Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Documents.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Owner's Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents.

**§ 3.4.5** Upon receipt of the Owner's Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

## § 3.5 Procurement Phase Services

### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 It is understood that the Owner and Owner's Contractor will be responsible for managing the building permit application, processing, and payment. Shepley Bulfinch will assist by providing permissible construction documents in electronic format as required by the City of Texas City and will make corrections to the permit set and resubmit such corrections until the documents are approved for a building permit by the Chief Building Official. Ref. Sect. 4.1.1.28

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.



### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.



**§ 3.6.6.2** The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	

§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Cost estimating	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	Architect
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Historic preservation	
§ 4.1.1.26	Furniture, furnishings, and equipment design	Owner
§ 4.1.1.27	Other services provided by specialty Consultants	
§ 4.1.1.28	Other Supplemental Services	Building Permit Processing

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Basic Services include the selection and specification of interior architectural materials, finishes and colors. Also, coordination with the furniture, furnishings, and equipment design as provided by others per Sect.4.1.1.26.

Basic Services include the design of Telecommunication/Data systems to support relocation of data servers to a new IT closet and AV design for group study spaces. Ref, Sect.4.1.1.21.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

It is understood that the Owner will handle the design and procurement of interior furniture, fixtures, and equipment under a separate contract per Sect. 4.1.1.26.

It is understood that the Owner and Owner's Contractor will be responsible for managing the building permit application, processing, and payment. Shepley Bulfinch will assist by providing permissible construction documents as required by the City of Texas City and will make corrections to the permit set where required by the Chief Building Official. Ref. Sect. 4.1.1.28

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.



#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **Two ( 2 )** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 **Nine ( 9 )** visits to the site by the Architect during construction

- .3 **One ( 1 )** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **One ( 1 )** inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 30 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within **Eight ( 8 )** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

**§ 5.3** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

**§ 5.4** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.5** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark, where required by City of Texas City building permitting department.

**§ 5.6** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations, if structural modifications become part of the scope of work.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. N/A

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Owner prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Owner's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Owner's estimates solely for

the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

**§ 6.4** If, prior to the conclusion of the Design Development Phase, the Owner's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Owner, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.5** If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .4 implement any other mutually acceptable alternative.

**§ 6.6** If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.7** After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

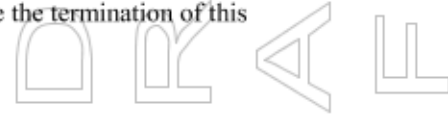
**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.



## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

« »



If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee: N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service: N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

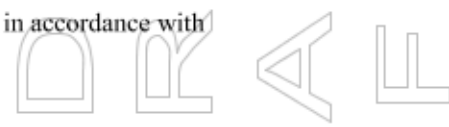
\$100,000.00 for Basic Services, including architectural; mechanical, electrical, plumbing (MEP) engineering; and IT/AV design services.

**.2 Percentage Basis**  
(Insert percentage value)

« » ( « » )% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

**.3 Other**  
(Describe the method of compensation)

« »



**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Additional Services will be billed monthly at individual hourly rates.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Design Phase	thirty	percent (	30	%)
Construction Documents Phase	forty-five	percent (	45	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to EXHIBIT D.

### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

N/A

### § 11.10 Payments to the Architect

#### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

#### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

« » % « »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.2.4 If, through no fault on the part of the Architect, design services to be performed prior to commencement of construction administration services under Article 3.6 have not been completed within four (4) months, or construction administration phase services have not been completed within four (4) months, then in either case the Architect's schedule and compensation for services performed beyond such dates shall be equitably adjusted.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

N/A

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B103™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

« »

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[  ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

« »

[  ] Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

### 1. Exhibit A – Fee Proposal Scope Description

2. Exhibit B – Scope Area Drawing
3. Exhibit C – Certificate of Liability Insurance for Shepley Bulfinch
4. Exhibit D – Schedule of Charges for Shepley Bulfinch

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

Matthew T. Doyle, Mayor  
City of Texas City

\_\_\_\_\_  
(Printed name and title)



\_\_\_\_\_  
**ARCHITECT** (Signature)

Mark Boone, AIA, Principal  
Tx License No. 5293

\_\_\_\_\_  
(Printed name, title, and license number, if required)



# EXHIBIT A

## Texas City Moore Memorial Library Fee Proposal Scope

10/12/18

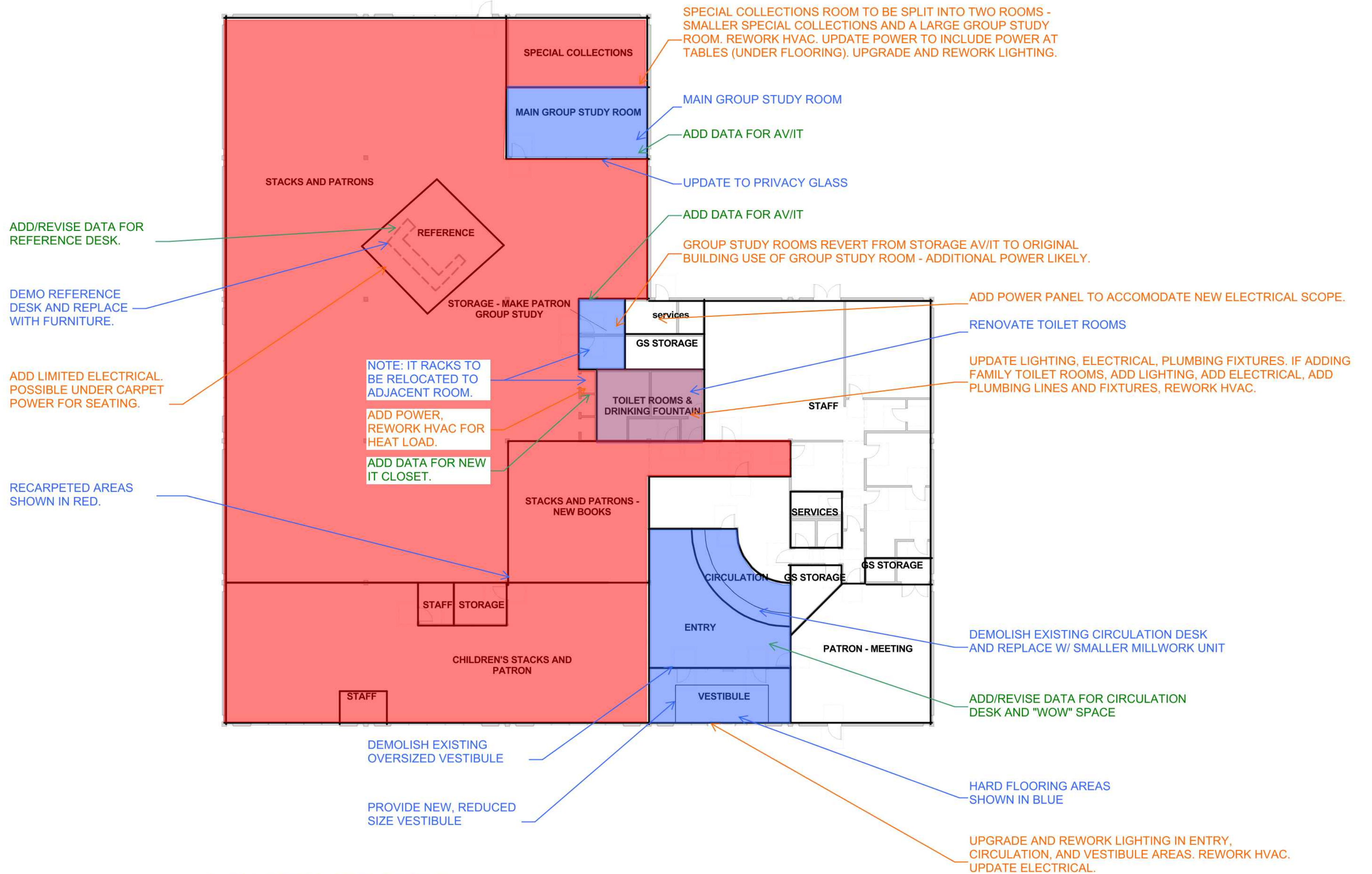
	Owner	SB	McCoy	MEP	AV/IT	Comments
<b>Furniture</b>						
1.1	As we are moving forward with the renovation of the library, we are looking forward to work with McCoy on our furniture needs.		McCoy			
1.2	As we move forward I will schedule a time we can meet at your show room and for you to walk us through our space for options.		Space planning options			SB to join select visits.
1.3	We want to have some key 'wow factor' points for the library. We are definitely interested in a TV/display/white board for our special collections room that we are turning into a group study area.	AV/IT for TV/Display. White boards. Programing of group study area.	Flexible furniture			
1.4		We will include time for consultation and coordination with McCoy for furniture selection, but will leave the furniture specification and procurement process to be handled directly between you and McCoy.				Consultation, showing soft/study,flexible, not specifics. Develop schematic layouts.
<b>Building</b>						
2.1	We will not want to make the children's storage into a study room. We will make the changes for all the other study rooms.	Provide two small study rooms, relocate IT out of existing study room. Reconfigure Special collections to make half of the space the Main Group Study Room.		Lighting/Electrical upgrades.	Data Access and Displays	Children's storage room not in scope.
2.2	We want to also update our plumbing and electricity during this process. That means a new panel and wiring.	Renovate Bathrooms and drinking fountains.		Add power panel for new electrical scope.		See below for plumbing.
2.3	We'll need to update our drinking fountains and any other amenities that will 'clash' with the redesign.	Update Drinking Fountains		Update Drinking Fountains		
2.4	We'll want hard flooring for the entrance and study rooms. We'll recarpet all other areas. We want new carpet in all patron accessible areas except the meeting room.	Hard flooring for entry area, and group study areas. Recarpet all other patron accessible areas excpet the meeting room.				New flooring for all public accessible areas except the meeting room.
a	We want new carpet in all patron accessible areas except the meeting room.					Recommend selective stack realignment to open view corridors.
2.5	We want to renovate our bathrooms. We'd like to make both into unisex restrooms for family use.	Renovate bathrooms to allow for gender neutral layout.		Renovate bathrooms.		Multi Stall Gender Neutral will require more space.
a	We want full bathroom renovation. We want each to be designed so they can be gender neutral.					
b	For the bathrooms we wanted to look at making both into family restrooms. So we'd be using the existing space, but improving amenities and making them for family use.	Renovate bathrooms within existing space.				
c	I don't now that's we'd have space for the existing restrooms to go to individual rooms, but we'd like to see both proposals and cost estimates.	Bathrooms as individual rooms if cost allows.				Pricing options will be required.
2.6	We believe we will need to update our plumbing leading to and under building. We know we will need to do this to fix the drinking fountains, if not moving to a water cooler model altogether.			Plumbing analysis.		Confirm source of this comment. Engineering Analysis. Full plumbing unlikley in this limited renovation.
2.7	The Mayor specifically asked for a 'Wow Factor' for the entrance and some other key points. We'd like to have Privacy Glass on the main study room.	Wow Factor at entrance and main group study rooms. Upgrade finishes, Privacy glass in main study room. AV/IT upgrades. Lighting upgrades.		Lighting/Electrical upgrades.	Data Access and Displays	Upgrade AV/IT. Design elements.
2.8	We don't want to improve some areas and have others look like 'sore thumbs', so we may need to change out some of our choices for walls in the entrance and other design features.	Identify areas for upgrade - some additional PD scope.				

# EXHIBIT A

## Texas City Moore Memorial Library Fee Proposal Scope

10/12/18

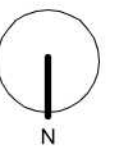
	Owner	SB	McCoy	MEP	AV/IT	Comments
<b>Planning Phase Requests</b>						
3.1	To make the current library in its present footprint more functional	Renovate per attached document.				
3.2	Also consider expansion on site, roughly how many more square feet					Per owner, not feasible at this time.
3.3	Address shelving needs and collection size					Engage Kelly for collections management conversation.
3.4	Increase seating space	Renovate per attached document.	Add seating per attached document.			Use the previous document for base recommendations.
3.5	How to meet future technology needs	Upgrade IT infrastructure				Needs and recommendations beyond full building wireless and Group study rooms AV/IT.
3.6	Improved access points	Upgrade entrance.				
3.7	If possible address electricity needs			Add electrical panel for new scope.		See above.
3.8	Any group or individual study carols/rooms	Add per plan.		Add Receptacles	Add AV Data access and display support.	Add select electrical/AV receptacles.
3.9	Provide more computer portals			Add Receptacles	Add AV Data access	Add select electrical/AV receptacles.
3.1	Other relevant needs for the library					
3.11	We need the projected costs for the following based upon the above:					See below.
3.12	Library renovation that does not alter footprint					Per owner, not feasible at this time.
3.13	Library expansion on this site.					Per owner, not feasible at this time.
3.14	Knowing what can be done and the costs will assist the City of Texas City in determining which direction to take. We realize the above will not be actual drawings, but notes of what could or should be done.					Complete per previous phase. Limited renovation targeted.
3.15	Additionally, we have continued to meet with the College of the Mainland on the concept of a shared use building. We need the above costs so we compare with the cost of a shared use building. If you have any experience in designing a shared use library, we would appreciate your basic cost projection for covering our combined service populations.					Per owner, not feasible at this time.



21,780 GSF BUILDING TOTAL  
17,630 GSF RENOVATION SCOPE

1/16" = 1'-0"

0' 8' 16' 32'





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Poole Professional Ltd.) and CONTACT NAME (Charter Oak Fire Ins. Co., Travelers Indemnity Co., etc.)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Archs & Engrs Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Table with 2 columns: CERTIFICATE HOLDER (For Proposal Use Only) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof...)

# Schedule of Charges for Architecture, Planning, and Interior Design Projects

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**Billing Rates:**

For the 2018 calendar year, time of our firm's staff members is billed at a multiple within the following range of hourly rates:

Staff Category	Billing Rate Per Hour
Principal	\$225 - \$295
Architect/Interiors 5	\$210 - \$260
Architect/Interiors 4	\$160 - \$200
Architect/Interiors 3	\$135 - \$175
Architect/Interiors 2	\$120 - \$140
Architect/Interiors 1	\$85 - \$125
Model Maker	\$95 - \$170
Administrative Staff	\$75 - \$130

For future calendar years, time will be charged at our then standard billing rates as shown on our schedule of charges issued each year.

**Consultants:**

Services and expenses of consultants will be charged at 1.1 times actual cost to the firm. Such consultants may include: mechanical, electrical, plumbing, structural, and civil engineers, landscape, acoustical, lighting, elevator, traffic, parking, curtain wall, life safety, hardware, food service, environmental, cost estimating and other consultants.

**Reimbursable Expenses:**

Out-of-pocket expenses incurred by our firm in providing services are reimbursable and will be charged at actual cost plus an administrative handling charge of ten percent. Such expenses include: transportation, living costs while travelling, cell phone and long-distance communications, mail, shipping and courier services, reproduction costs, consumable supplies for drafting, model making, photography, videotaping and exhibits, etc. cost of models, renderings, photographs, films, videotapes, and exhibits made by others, expenses of overtime work when required by the Client and other similar expenses. Computer plotting and graphic output, copying, facsimile costs will be charged at our then current billing rates.

**CITY COMMISSION REGULAR MTG**

**(8) (j)**

**Meeting Date:** 11/07/2018

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

**Department:** Recreation and Tourism

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**Information**

**ACTION REQUEST (Brief Summary)**

approving the purchase of a Multi Pro 5800-G Sprayer and Workman (HDX) -2WD through BuyBoard - Local Government Purchasing Cooperative. (Recreation & Tourism)

**BACKGROUND**

This equipment (Toro Multi Pro 5800 Sprayer \$49, 296.10) and (Toro Workman - 2WD \$22,427.26) is to replace current worn equipment for the Bayou Golf Course. Funds are available from the Capital Equipment Replacement Fund – Bayou Golf Course in the 2018/2019 Budget

**ANALYSIS**

It is the recommendation of the Bayou Golf Course to award the above Buy Board purchase totaling \$71,723.36

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Attachment

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**PROFESSIONAL**  
TURF PRODUCTS

Professional Turf Products, L.P.

5520 Brittmoore  
Houston, Texas 77041  
Jim Norris  
(832) 566-2205  
norrisj@proturf.com



**Count on it.**

<b>Ship To</b>	<b>Bayou Golf Club</b>	<b>Date</b>	<b>10/11/2018</b>
	<b>BUYBOARD (CONTRACT # 529-17)</b>	<b>Tax Rate</b>	
<b>Contact</b>	<b>Mike Bullock</b>	<b>Destination</b>	
<b>Address</b>	<b>2800 Ted Dudley Dr.</b>	<b>Trade-In</b>	
<b>City</b>	<b>Texas City, TX</b>	<b>Finance</b>	
<b>State</b>	<b>TX</b>	<b>Account Type</b>	<b>STD</b>
<b>Postal Code</b>	<b>77590</b>	<b>Comments:</b>	
<b>Phone</b>	<b>(409) 643 5850</b>	<b>2340698 (10-11-2018)</b>	
<b>Fax</b>			

**Proposal**

<b>Qty</b>	<b>Model #</b>	<b>Description</b>	<b>Extended</b>
1	41394	Multi Pro 5800-G with ExcelaRate	
1	131-6690	SEAT COVER, SMALL	
12	117-5834	NOZZLE-SPRAYER	
12	117-5836	NOZZLE-SPRAYER	
12	117-5837	NOZZLE-SPRAYER	
36	120-0769	ADAPTER-NOZZLE EXTENSION	
36	120-0699	STRAINER-TIP, 50 MESH	
1	41249	Foam Marker Kit - Multi Pro Sprayer	
1	136-0458	Finish Kit - Foam Marker MP5800	
		<b>For the Toro MultiPro 5800</b>	<b>\$ 49,296.10</b>
1	07384	Workman - (HDX) - 2WD (Kubota Gas)	
2	131-6690	SEAT COVER, SMALL	
1	30248	MVP KIT 400HR WORKMAN HDX	
		<b>Toro Workman HDX</b>	<b>\$ 22,427.26</b>

<b>SubTotal</b>	<b>\$</b>	<b>71,723.36</b>
<b>Destination</b>		<b>Included</b>
<b>Tax (Estimated)</b>		<b>Exempt</b>
<b>TOTAL</b>	<b>\$</b>	<b>71,723.36</b>

**Comments:**

**For all New Equipment, Demo units may be available for up to 20% savings.**  
**For all New Equipment, Refurbished units may be available for up to 40% savings.**

**Terms & Conditions:**

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. After 30 days all prices are subject to change without notice.
5. Used and Demo equipment is in high demand and availability is subject to change.
  - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
  - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
  - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
6. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

**Returns Policy:**

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

**Payment:**

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
  - A. PTP will work with third party financial institutions to secure leases when requested to do so.
  - B. When using third party financiers, documentation fees & advance payments may be required.
  - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
  - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.  
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: \_\_\_\_\_

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

# Multi Pro 5800 Specifications

MULTI PRO 5800 MODEL 5800	
<b>ENGINE</b>	Kubota® WG1605, rated output: 50 hp (37.3 kW), 1.6 L, 4-cylinder liquid-cooled electronic fuel injection, throttle control, three-way catalytic converter, gear-driven valve train, and a diagnostic port.
<b>COOLING SYSTEM</b>	Mid-mounted 3.3 (3.12 L) quart radiator with oil cooler mounted in front.
<b>FUEL SYSTEM</b>	12 gallon (45 L) polyethylene/Nylon low-permeation fuel tank with 1.5" (38 mm) opening on the passenger side for fueling; 3.5 psi vented fuel cap with electronic fuel gauge on the console, in-tank fuel replacement filter, (unleaded gasoline).
<b>TRACTION SYSTEM</b>	Hydrostatic system driving double planetary gear reduction rear wheel drives; foot pedal control of forward/reverse ground speed.
<b>GROUND SPEED/CLEARANCE</b>	Forward: 0-10 mph (0-16.1 km/h). Reverse: 0-4 mph (0-6.4 km/h).
<b>TIRES</b>	Front: 23" diameter rounded profile, 4-ply rated tire with smooth tread pattern; wheel has 5-hole bolt pattern for lugs. Rear: 26.5" diameter rounded profile, 4-ply rated tire with turf tread pattern; wheel has 8-hole bolt pattern for lugs.
<b>BRAKES</b>	2-wheel mechanical cable operated multi disc wet brakes with additional hydrostatic braking through drive train.
<b>MAIN FRAME</b>	Welded high strength steel tubular construction.
<b>SUSPENSION</b>	Front: straight axle with twin independent leaf springs and dual shock absorbers. Rear: rigid with high flotation rear tires.
<b>STEERING</b>	Fully hydraulic with dedicated power source 48° steering angle.
<b>GAUGES/INDICATORS</b>	Ignition key switch; analog spray system pressure gauge; fuel gauge; battery voltage lamp; oil pressure warning lamp; glow plug lamp (diesel only); coolant temperature warning lamp; InfoCenter display console.
<b>CONTROLS</b>	Throttle control; spray pump switch; tank agitation switch; individual boom section switches; master boom switch; speed-lock switch; manual/automatic spray mode switch; boom lift/lower switches; manual application rate control (pressure) switch; USB port; 12V power socket; ExcelaRate™ automatic spray rate control (via InfoCenter).
<b>SEATS</b>	Bucket seats with easy tilt forward bracket; removable bolts allow for adjustment for various seat positions; seats are interchangeable from left to right.
<b>ELECTRICAL FEATURES</b>	12 volt, 690 cold cranking amps at 0° F (-18° C). 12 volt, 60 Amp alternator. Dash mounted ignition switch, with glow plug timing circuit.
<b>LIGHTS</b>	Rectangular 12 volt, 37.5 watt halogen sealed beam headlights.
<b>SOUND LEVEL</b>	90 dB(A) at operator ear under normal operation
<b>WEIGHT</b>	Drive-on weight: 2,882 lbs. (1,307 kg), Shipping weight: 2,882 lbs. (1,307 kg), Empty vehicle: 2,882 lbs. (1,307 kg), Full w/ Operator: 5,692 lbs. (2,582 kg), MGVM: 6,692 lbs. (3,035 kg).
<b>DIMENSIONS</b>	Measurements with spray system— Overall Length: 154" (391 cm) booms forward. Turning Diameter: 15'-7" (4.7 m) front tire inside Overall Width: 88" (224 cm) booms forward. 26'-7" (8.1 m) front tire outside Height: 57.5" (146 cm)
<b>WARRANTY</b>	Two-year limited warranty. Refer to the Operator's Manual for further details.
<b>CERTIFICATION</b>	SAE 2258 Dec. 2003 and EU 98/37EC Machinery Directive. 2014/108/EC (EMC).

SPRAYER SPECIFICATIONS	
<b>SOLUTION TANK</b>	High-density, impact-resistant polyethylene with large 18" (41 cm) fill well.
<b>RATED CAPACITY</b>	300 gallon (1,136 liter).
<b>SPRAY PUMP</b>	Hardi 364 / 10.0 6-diaphragm positive displacement; flow rate 49 gpm (185 lpm), 220 psi (1500 kpa) maximums.
<b>AGITATOR</b>	4, side-mounted jet agitation nozzles for full tank agitation.
<b>BOOM ASSEMBLY</b>	20.5' (6.25 m), 4 nozzles per selection, triangular truss-style open boom. 12 total triple-turret nozzle mounts with diaphragm check valves.

**A Safety Reminder:** Prior to any application, know the chemical content and the manufacturer's recommendation for protective clothing. Always wear proper clothing and mask when applying chemicals.

\*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.



**Dennis J. Harris**

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**From:** Mike Bullock  
**Sent:** Sunday, October 28, 2018 9:05 PM  
**To:** Dennis J. Harris  
**Subject:** Pictures of new capital equipment



\*Shown with optional GEOLINK® PRECISION SPRAY SYSTEM



**Toro | Multi Pro® 5800**

Multi Pro® 5800 - 300 Gallon (1,136 L) Capacity

Images may be subject to copyright.



**Toro | Workman® HDX  
(07384)**

Workman® HDX (07384)

Images may be subject to copyright.

Sent from my Sprint Samsung Galaxy S8.

**CITY COMMISSION REGULAR MTG**

**(8) (k)**

**Meeting Date:** 11/07/2018

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

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

**Department:** Fire Department

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution 18-125, approving the purchase of two (2) Staff Units for the Fire Department from Silsbee Ford in the amount of \$69,498.98 through the H-GAC Buy Program. (Fire Department)

**BACKGROUND**

Funds are available in the FY18-19 Capital Equipment Replacement Fund to replace two (2) 2004 Staff Units that are 15 years of age and scheduled for replacement in the Fire Equipment Cycle program.

**ANALYSIS**

All contracts available to members of HGAC Buy Program have been awarded by virtue of a public competitive procurement process compliant with state statutes.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Exhibit A

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**CONTRACT PRICING WORKSHEET  
For MOTOR VEHICLES Only**

Contract No.:

VE11-15

Date Prepared:

10/31/2018

**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:	CITY OF TEXAS CITY	Contractor:	SILSBEE FORD
Contact Person:	DAVID ZACHERL	Prepared By:	JARROD RUNNELS
Phone:		Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:		Email:	fleetsales@outlook.com

Product Code:	E23	Description:	FORD F150 XL SUPERCREW 4X2
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** \$ 21,820.00

**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
5.0L V8 FFV ENG	\$ 1,995.00		
101A POWER EQUIP GROUP/ CRUISE CONTROL	\$ 3,995.00	PRIVACY GLASS	\$ 100.00
3.31 ELECTRONIC LOCKING AXLE	\$ 420.00		
FLOOR CARPET	\$ 168.00	FORD F150 XL SUPER CREW	
RUNNING BOARDS	\$ 250.00	EXTREIOR OXFORD WHITE	\$ -
TRAILER TOW PACKAGE	\$ 995.00	INTERIOR CLOTH BUCKET SEATS/ EARTH GRAY	\$ 295.00
MIRRORS POWER DUAL	\$ 305.00	DISCOUNT	\$ (601.02)
TAILGATE STEP	\$ 375.00		
REVERSE SENSING	\$ 275.00		
XL CHROME PACKAGE	\$ 775.00		
		<b>Subtotal From Additional Sheet(s):</b>	\$ -
		<b>Subtotal B:</b>	\$ 9,346.98

**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
			\$ -
		<b>Subtotal C:</b>	\$ -

**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:	\$ 31,166.98	=	Subtotal D:	\$ 31,166.98
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**E. H-GAC Order Processing Charge (Amount Per Current Policy)** Subtotal E: \$ 600.00

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

Description	Cost	Description	Cost
100 MILES @ \$1.75	\$ 175.00		
		<b>Subtotal F:</b>	\$ 175.00

**Delivery Date:** 120 DAYS ARO **G. Total Purchase Price (D+E+F):** \$ 31,941.98



**CITY COMMISSION REGULAR MTG**

**(8) (I)**

**Meeting Date:** 11/07/2018

approving updated Circulation Procedure for Moore Memorial Public Library

**Submitted For:** Luke Alvey, Library

**Submitted By:** Luke Alvey, Library

**Department:** Library

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-126, approving updated Circulation Procedure for Moore Memorial Public Library.

**BACKGROUND**

We are proposing to change DVD fines from \$2 a day to \$1 a day and the max fine from \$10 to \$5. We feel the current fine is too punitive and bars too many users from using the library. We actually believe we will increase the amount of paid fines if users don't feel they are too burdensome.

Some other changes are:

- No longer requiring a patron use our computers for headphones
- Cleaning up some language about formats we no longer carry
- Changing the length of time a user is barred from putting an item on hold they did not pick up
- Deleting language for policies that we no longer enforce

All changes were approved by the Library Board.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Circulation Procedure Draft 10-18

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**RESOLUTION NO. 18-126**

**A RESOLUTION APPROVING UPDATED CIRCULATION PROCEDURE FOR MOORE MEMORIAL PUBLIC LIBRARY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the Board of Trustees of the Moore Memorial Public Library (“Library”) has considered and approved the following updates to the Circulation Procedure:

- Reducing DVD fines from \$2.00 per day to \$1.00 per day
- Reducing maximum DVD fine from \$10.00 to \$5.00
- No longer requiring a patron use of Library computers for headphones
- Updating formats that the Library no longer carries
- Revising the length of time a user is barred from putting an item on hold; and
- Revising and Deleting policies that the Library no longer enforces.

**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 updates to the Circulation Procedure for the Moore Memorial Public Library as set out in **Exhibit “A”**, attached hereto and made a part hereof.

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

**PASSED AND ADOPTED this 7th day of November 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

## **Circulation Procedures Moore Memorial Public Library**

Any exceptions to these procedures must be authorized by the Library Director or his/her designee.

### Issuing Library cards

Library cards will be issued in accordance with the policies and procedures of the Galveston County Library System (GCLS), the Houston Area Library System (HALS), and the Texas State Library and Archives Commission (TSLAC).

Any resident of the State of Texas, or any employee or property owner in Galveston County, may obtain a free library card from Moore Memorial Public Library if all requirements are met.

1. Applicants 18 and older must show proof of their current mailing address. This may be in the form of a utility bill issued in the applicant's name, a valid driver's license, Texas ID, or piece of mail showing the applicant's name and mailing address.
2. Applicants between the ages of 14 and 17 must complete an application and show either proof of current mailing address (Driver's license or Texas ID, or mail addressed to them at their current mailing address), or have the application signed by a parent or legal guardian who shows required proof of mailing address.
3. Applicants under the age of 14 must have an application signed by a parent or legal guardian who provides proof of mailing address. If the legal guardian signs the application and the child is under age 14, the legal guardian must show proof of legal guardianship for that child or sign the affidavit for legal guardianship provided by the City of Texas City.
4. Only one library card per person is valid.
5. Patrons who have moved or no longer live at the address used to procure the library card must provide valid proof of the current mailing address.
6. The library does not issue temporary cards to visitors. Persons who are visiting in the area or staying in Texas temporarily may use library facilities and services in the building but will not be permitted to check out materials.
7. Library cards are not issued to institutions – only to individuals.
8. Library cards must be valid in order to borrow materials. Library cards that are expired, previously reported as lost, defaced or damaged beyond repair will not be considered to be valid.
  - a. Library cards will not be issued to any person who owes more than \$5.00 in overdue fines, has an outstanding item which is overdue more than 30 days, or is unable to provide acceptable proof of current mailing address. Current policies of the GCLS do not allow library cards or borrowing privileges to be awarded to another member of the same family if another family member (parent or minor child living in the same household) has a blocked card. Patrons who owe large fines at any of the libraries within the Galveston

County Library System will be blocked from check out at all libraries within the system.

- b. Replacement cards will not be issued to any person with a barred or blocked record until the record is cleared.

### Circulation procedures

1. Persons wishing to check out library materials must have a valid library card in their name from Moore Memorial Public Library.
2. Persons with a blocked or barred library card, or whose immediate family member has a blocked or barred card, may not check out materials until the issues are resolved and the bar or block is removed from all applicable cards.
3. Persons may not check out library materials using someone else's card. Patrons should not lend their library card to others, since they retain responsibility for use of that card.
4. A patron who is physically unable to come to the library due to age or medical condition but wishes to check out library materials, must provide a signed and dated written authorization, along with his/her library card, authorizing a specific person to borrow materials in his/her name on that day. A dated authorization must be presented each time the person wishes to authorize someone else to use his/her card.
5. Lost or stolen library cards should be reported immediately.
6. Reference, genealogy reference, archival materials, microfilms, vertical file information, newspapers, current issues of magazines and laptop computers may not be checked out.
7. Headphones may be checked out only for in-library use. Patrons must leave a library card or photo ID at the circulation desk to borrow headphones in the library.
8. Checkout limits
  - a. Patrons with a new library card will be restricted to 4 items on the initial checkout. When those items are returned, full borrowing privileges will apply to future checkouts.
  - b. Patrons may have up to 99 items on their card. (Due to heavy demand, each patron is limited to 6 DVDs, 10 graphic novels, and 10 audio books checked out on the card. Restrictions on the number of items per subject area, language, format, author or title may also apply.)
9. Patrons of any age may check out materials in all formats. Parents are encouraged to monitor materials checked out by their children. Library staff cannot, and will not, monitor the checkouts of children.

### Renewals

The ability to renew an item is not guaranteed, nor is it automatic. Materials are not considered renewed unless a specific confirmation has been received, either from a library staff member or from the computerized library system.

1. A maximum of two (2) renewals will be allowed.
2. Items renew from the date of renewal request, NOT from the due date.

3. Items may not be renewed if there is a hold on the item, if the item has been requested by another patron, or if the item is overdue longer than the renewal period would have allowed.
4. Renewal of overdue items posts accrued fines to a patron's account. Items will NOT be renewed if a card is barred, blocked, if a patron has an outstanding item of 30 days or more, or has accrued fines or charges of \$5.00 or more.
5. A person may not renew materials checked out on another individual's library card. An exception is made in the case of parents renewing materials checked out on the card of their minor children.
6. Patrons who wish to renew materials may request a renewal by the following methods:
  - a. Online – Patrons may request a renewal online through the library's website. Patrons must use their patron ID and pin number to utilize this renewal method. Instructions for this process are online.
  - b. Phone – Patrons may call the circulation desk during open hours to request renewal of items but must provide their Patron ID and the title or barcode of each item to be renewed.
  - c. In the library – Patrons may request renewals at the circulation desk. Patrons must provide their library card. A listing of materials checked out with the new date dues will be provided to the patron.

#### Hold/Reserves

1. A maximum of 5 simultaneous holds or reserves may be placed by a patron. Holds or reserve requests will not be honored if a patron's card is barred or blocked.
2. Items on hold must be picked up within 3 business days of notification. Items that are not picked up within that time frame will be made available to the next patron on the waiting list or returned to the circulating collection.
3. Patrons who do not pick up a reserved item within the three-day time period, may re-request the same title or item after 1 week.
4. Patrons who repeatedly fail to pick up items they have placed on hold may lose hold/reserve privileges.
5. Holds may not be placed by one patron on another patron's card.

#### Return of materials

1. Materials must be returned before close of business hours on the date due to avoid late charges.
2. Materials returned missing parts or packaging will not be considered to be returned until all parts are paid or returned.
3. Payment for materials returned defaced, torn, wet, damaged, dirty, or in unusable condition will be the responsibility of the borrower. Damage charges will be levied for materials still usable but damaged. Damaged material may not be retained by the library depending on the type and severity of the damage. Patrons who return materials damaged too severely for continued use will be charged for the price of the material as well as a

- processing fee. Charges may also be made for replacement of the packaging for the material. The library will maintain documentation of damage, and the damaged items themselves if possible, up to 30 days, so that the patron may view the damage.
4. Materials will not be accepted in lieu of, or as replacement for, items lost or returned defaced, damaged, or missing parts.
  5. Materials that are lost are considered the responsibility of the person to whom they were checked out.
  6. Patrons are responsible for library materials upon time of checkout until materials are received at Moore Memorial Public Library.
  7. Loan periods:
    - a. 3 weeks – most books and audio books
    - b. 1 week – back issues of magazines, nonfiction DVDs, DVD TV
    - c. 2 days – most DVD's
    - d. Materials in high demand may have shortened loan periods.
  8. Fines and charges
    - a. Fines and charges are made in accordance with the fee structure approved by the Galveston County Library System. Currently, charges at Moore Memorial Public Library are as follows:
      - i. Regular library materials – Fines accrue at the rate of \$.10 per day for each open day after the due date. The maximum fine charged per item is \$5.00.
      - ii. Special materials including videos - Fines accrue at the rate of \$1.00 per day after the due date. The maximum fine charged per item is \$5.00
      - iii. Interlibrary loan materials – Fines accrue at a rate of \$1.00 per day per item with no maximum accrual. If interlibrary loan materials are not picked up, the patron may be charged a no-pickup fee and/or return delivery/postage fee for the item.
    - b. Material replacement charges will be the list price of the item plus a \$5.00 processing charge.
    - c. Lost library cards will be replaced at a cost of \$2.00 per card.
    - d. No processing fee will be charged to GCLS member libraries for lost intersystem library loans.
    - e. Refunds may be made within one year of the date of the borrower's receipt for lost materials, only for materials returned in usable condition and if accompanied by the receipt. Processing charges and fines are non-refundable. If materials were replaced by Moore Memorial Public Library due to high demand or immediate need, refunds for those materials may not be approved.

**CITY COMMISSION REGULAR MTG**

**(8) (m)**

**Meeting Date:** 11/07/2018

approving updated Children's Department Policy for Moore Memorial Public Library

**Submitted For:** Luke Alvey, Library

**Submitted By:** Luke Alvey, Library

**Department:** Library

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-127, approving updated Children's Department Policy for Moore Memorial Public Library

**BACKGROUND**

We have decided to update our Children's Department Policy. We decided that we would still allow children ages 8-9 to be in the Children's Department unattended, but we will now require that their parents stay in the library building. That allows for full use by younger children, but helps keep our library a safe place for children. The policy change was approved by the Library Board.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Children's Department Policy

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**RESOLUTION NO. 18-127**

**A RESOLUTION APPROVING UPDATED CHILDREN'S DEPARTMENT POLICY FOR MOORE MEMORIAL PUBLIC LIBRARY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the Board of Trustees of the Moore Memorial Public Library ("Library") has considered and approved updating the Children's Department Policy to require that children ages 8-9 be accompanied by a responsible individual age 14 or older at all times; and

**WHEREAS**, the updated Children's Department Policy will help to ensure children's safety while in the Library.

**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 updates to the Children's Department Policy for the Moore Memorial Public Library as set out in Exhibit "A", attached hereto and made a part hereof.

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

**PASSED AND ADOPTED this 7th day of November 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

CITY OF TEXAS CITY MOORE MEMORIAL LIBRARY  
CHILDREN'S DEPARTMENT POLICY  
(10/29/18 Draft)

The Moore Memorial Public Library has the responsibility to provide an environment that is safe and welcoming for all. Children and young people are expected to adhere to the same "Rules of Behavior as adults". Parents, guardians, or assigned chaperones are responsible for the behavior of their children while on library property.

Children ages 8-9 may be in the Children's Department by themselves if a responsible individual at least 14 years of age or older is in the library with them. Children under the age of 8 must be accompanied (within line of sight) by a responsible individual at least 14 years of age or older at all times. If a parent or the responsible person for an unaccompanied child under the age of eight cannot be located in the library, an attempt will be made to reach the parent/guardian by phone. If this is not successful, the police will be called.

Children under the age of eight must be supervised at all times and be within the sight of the parent or person responsible for the child. Children's Department staff cannot be responsible for the safety of unattended children.

Older children who violate our "Rules of Behavior" may be asked to leave the Library. If the child cannot safely leave the Library on his or her own, staff will attempt to call a parent or guardian. If no parent/guardian can be contacted, Library staff will either allow the child to remain at the Library under close supervision until a parent/guardian can be contacted or contact the police, depending upon the severity of the situation.

Children under the age of 14 who have not been picked up within thirty minutes before closing time may be given the opportunity to call a parent. If a parent cannot be reached, police may be called to ensure their safety until a responsible adult picks them up.

**CITY COMMISSION REGULAR MTG**

**(8) (n)**

**Meeting Date:** 11/07/2018

Engineering Services for Rehabilitation of the Orchid 1,000,000 Gallon Elevated Storage

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

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-128, approval of the execution of an engineering agreement with ARKK Engineers, LLC, for Rehabilitation of the Orchid 1,000,000 Gallon Elevated Storage Tank.

**BACKGROUND**

ARKK Engineers, LLC has submitted an Agreement For Services, for the engineering services of the City of Texas City's "Rehabilitation of the Orchid 1,000,000 Gallon Elevated Storage Tank" project, for the design, bid and construction phases, totaling \$82,880.00.

A copy of the Agreement for Services is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to approve a resolution authorizing the execution of the Agreement For Services with ARKK Engineers, LLC, for the "Rehabilitation of the Orchid 1,000,000 Gallon Elevated Storage Tank project for the design, bid, and constructions phases totaling \$82,800.00, and that the Mayor be authorized to enter into this agreement on behalf of the City Commission.

Thank you.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution  
Exhibit A

---

**RESOLUTION NO. 18-128**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC. TO PROVIDE ENGINEERING SERVICES FOR THE REHABILITATION OF THE ORCHID 1,000,000 GALLON ELEVATED STORAGE TANK; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, the Public Works Department is requesting the approval of an engineering services agreement with ARKK Engineers, LLC., to provide engineering services for the City of Texas City's Rehabilitation of the 1,000,000 gallon Elevated Storage Tank; and

**WHEREAS**, ARKK Engineers, LLC has submitted a Proposal and an Agreement to provide engineering services for the City of Texas City's Rehabilitation of the 1,000,000 gallon Elevated Storage Tank; and

**WHEREAS**, the cost for the engineering services, as set out on the attached proposal, is \$82,880.00.

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

**SECTION 1:** That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, to provide engineering services for the City of Texas City's Rehabilitation of the 1,000,000 gallon Elevated Storage Tank.

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

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

**PASSED AND ADOPTED this 7th day of November 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

THE STATE OF TEXAS

COUNTY OF GALVESTON

**AGREEMENT FOR SERVICES**

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

**WITNESSETH:**

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City Proposal for Engineering Services for the City of Texas City's "**Rehabilitation of the Orchid 1,000,000 Gallon Elevated Storage Tank**" ("Project").

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

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

4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducibles of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: **\$82,880.00** for Engineering and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify,

save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

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

ARKK ENGINEERS, LLC  
Consultant

BY:



MADHU KILAMBI, P.E.  
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS  
Client

BY: \_\_\_\_\_

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: \_\_\_\_\_  
City Secretary



October 31, 2018

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

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's  
**"Rehabilitation of the Orchid 1,000,000 Gallon Elevated Storage Tank"** project

Dear Mr. Ballast:

As requested, ARKK Engineers, LLC is pleased to submit this proposal for providing engineering services on the above referenced project.

#### **DESCRIPTION OF PROJECT**

The project involves the rehabilitation of the existing 1,000,000 gallon welded steel elevated water tank located at the City's Orchid Drive Water Plant. The estimated construction cost to rehabilitate this tank is \$940,585. The total project budget allocated for this project is \$1,050,000. The estimated improvements include recoating the tank interior and exterior, and performing miscellaneous mechanical repairs.

#### **SCOPE**

##### **DESIGN PHASE SERVICES**

- Perform an inspection of the inside and outside of the water storage tank. A report of the findings and recommendations for improvements will be provided. The inspection and report of the needed repairs and improvements will be performed by a subconsultant to ARKK.
- The engineering technical design will include technical specifications detailing the scope of work, and supplemented with 8.5 x 11 details of the mechanical repairs as needed.
- ARKK will prepare the contract documents and general work specifications for the project.

## **BID PHASE SERVICES**

The Bid Phase tasks include the following items:

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisement.
- Dispense construction documents from ARKK's office to prospective bidders.
- During the bidding phase, provide information to and answer questions from prospective bidders regarding the Project's construction documents.
- Prepare project addendums as necessary.
- Conduct a pre-bid conference for prospective bidders.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.

## **CONSTRUCTION PHASE SERVICES**

### **A. Basic Services – Construction Phase**

- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents.

- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.

## **B. Special Services – Construction Phase**

### **1. Periodic Construction Inspection Services:**

- ARKK proposes to utilize the services of a sub-consultant to perform the quality assurance inspections. The periodic construction inspection budget is based on providing 62 total inspections during the course of the project.
- Provide inspection services as outlined in AWWA Manual of Water Practice M42 for the Orchid Drive Elevated Water Tank.
- Perform inspection of the surface preparation using NACE RP0287 I ASTM D4417 (Tes-Tex Tape) where required.
- Inspection for SSPC visual standards before painting occurs.
- Perform periodic observation of contractor's coating application procedures, environmental conditions during application, dry film thickness readings for each coat.
- Perform cure test in accordance with ASTM D 4752 (solvent rub test) and ASTM D 3363 (pencil hardness test), and all other required testing as outlined in the design specifications.

**FEE**

The Design Phase Fee is the lump sum amount of:	\$34,550.00
The Bid Phase Fee is the lump sum amount of:	\$2,000.00
The Reproduction fee is the lump sum amount of:	\$ 300.00
The Construction Administration fee for this task is the lump sum amount of:	\$13,750.00
The Periodic Construction Inspection Budget is the budgetary amount of: <i>(62 inspections, meetings, post construction trips @ \$440.00 per Inspection trip)</i>	\$27,280.00
Misc. Services Allowance Budget (Time and Materials):	<u>\$5,000.00</u>
<b>TOTAL FEES:</b>	<b>\$82,880.00</b>

The anticipated construction contract duration for the project is 180 calendar days.

ARKK Engineers, LLC will submit monthly progress invoices for all engineering work completed to invoice date. The invoices would be based on the percentage of the work completed during the invoice period for lump sum items, and subcontractor's costs plus 10%. The Misc. Services Budget Time & Materials fee basis will only be utilized with prior permission from the City and would be based on hourly raw labor rates times a multiplier of 2.99.

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

Sincerely,  
ARKK ENGINEERS, LLC



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

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

## ATTACHMENT "B"

### INSURANCE LIMITS

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

**CITY COMMISSION REGULAR MTG**

**(9) (a)**

**Meeting Date:** 11/07/2018

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Ordinance No. 18-29, approving the annexation of described territories to the City of Texas City, Galveston County, Texas. (City Secretary)

**BACKGROUND**

It is proposed that the City Commission adopt Ordinance 18-29, approving annexation of 1,217.87 acres contained in three tracts as shown in the attached maps. All property owners and taxing entities have been notified multiple times via certified mail, beginning on August 31, 2018, and public hearings were held on October 3, 2018 and October 17, 2018. We have not received any comments or opposition from property owners included in this proposed annexation. There are no residences in the proposed area. All areas are commercial.

Tract 1 is approximately 1,200 acres, formerly the P.H. Robinson Power Plant, now known as NRG. NRG advised the City that they would like to be annexed. Tracts 2 & 3 are commercial areas, approximately 17.87 acres, on the east side of HWY 146. Currently, the City boundaries extend 100 feet to the east of HWY 146, cutting through property lines and creating confusion for first responders as well as businesses and property owners in regards to development requirements. Annexing the proposed area will provide clarity and ensure an attractive gateway into Texas City.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Ordinance

Exhibit A

Exhibit A

Exhibit A

Service Plan

Annexation Map Tract 1

Annexation Map Tracts 2 & 3

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**ORDINANCE NO. 18-29**

**AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORIES TO THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE SAID PROPERTIES WITHIN THE CITY LIMITS; GRANTING TO ALL INHABITANTS OF SAID ANNEXED TERRITORIES ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF TEXAS CITY, TEXAS, AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN; PROVIDING THAT SUCH ORDINANCE IS PASSED IN ACCORDANCE WITH LOCAL GOVERNMENT CODE (CHAPTER 43, MUNICIPAL ANNEXATION); REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, Chapter 43 of the **Texas Local Government Code** authorizes the annexation of territory by home-rule municipalities, subject to the laws of this state; and,

**WHEREAS**, the City Commission of the City of Texas City deems it in the public interest to initiate annexation proceedings to annex three tracts located in the City's extraterritorial jurisdiction (ETJ); and,

**WHEREAS**, the three tracts proposed for annexation, which are more fully described in **Exhibit "A"** attached hereto and incorporated herein, are generally described as follows:

(1) Tract One - approximately 1200-acre tract being all that land bounded by the 100' wide strip around Houston Lighting & Power Company properly as annexed by City of Texas City Ordinance passed in 1964.

(2) Tract Two - approximately 2.5-acre tract near the most easterly corner of the Restricted Reserve "A" of Chase Park Subdivision, Section 3, a subdivision in Galveston County, Texas.

(3) Tract Three - approximately 22-acre tract along the east side of Hwy 146 beginning at the northwest line of Chase Park Subdivision, Section 1, a subdivision in Galveston County, Texas at the south and ending at Jackson Avenue to the north; and

**WHEREAS**, on September 5, 2018, the City Commission adopted Resolution No. 18-085 calling for two public hearings at which persons interested in the City-proposed annexation would be given the opportunity to be heard; and

**WHEREAS**, the public hearings before the City Commission of the City of Texas City, Texas, were held at the City Hall in Texas City, Texas, on the 3rd day of October, 2018, and the 17th day of October, 2018, which said hearings were on or after the fortieth (40th) day, but before the twentieth (20th) day before the date of the institution of annexation proceedings; and

**WHEREAS**, said land and territories described in **Exhibit "A"** lie wholly within the extraterritorial jurisdiction of the City of Texas City, Texas, and are adjacent to and adjoin the City of Texas City, Texas; and

**WHEREAS**, the area to be annexed contains fewer than 100 separate tracts of land on which no residential dwellings are located on said tracts; and

**WHEREAS**, the Planning Department of the City of Texas City has prepared a Service Plan that is attached as **Exhibit “B”** and made a part hereto and thereof, as required by sections 43.065(b) and 43.056 (b)-(o), **Texas Local Government Code**; and,

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

**SECTION 1:** That the certain land and territories described in **Exhibit “A”**, attached hereto and made a part hereof for all purposes, lying adjacent to and adjoining the City of Texas City, Galveston County, Texas, are hereby added and annexed to the City of Texas City, Texas, and that said land and territories described in said **Exhibit “A”** shall hereafter be included within the boundary limits of said City; and that the present boundary limits of said City, at the various points contiguous to the areas described in **Exhibit “A”** are altered and amended so as to include said areas within the corporate limits of the City of Texas City, Texas.

**SECTION 2:** That the above-described land and territories so annexed shall be a part of the City of Texas City, Texas, and the properties so added therein shall bear the pro-rata share of taxes levied by said City. The inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Texas City, Texas, and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

**SECTION 3:** That the service plan for the annexed areas is adopted and attached as **Exhibit “B”**.

**SECTION 4:** That the City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Galveston County, Texas.

**SECTION 5:** That, should this Ordinance for any reason be ineffective as to any part of the areas hereby annexed to the City of Texas City, Texas, such ineffectiveness of this Ordinance as to any such part or parts of any such area shall not affect the effectiveness of this Ordinance as to all of the remainder of such areas, and the City Commission hereby declares it to be its purpose to annex to the City of Texas City, Texas, every part of the areas described in **Exhibit “A”** hereto attached and made a part of this Ordinance for all intents and purposes, regardless of whether any other part of such described area is hereby effectively annexed to the City. Provided, further, that, if there is included within the general description of the territories set out in said **Exhibit “A”** be hereby annexed to the City of Texas City, Texas, any land or area which is presently part of and included within the limits of the said City or which is presently part of and included within the limits of any other city, town, or village or which is not within the City of Texas City’s jurisdiction to annex, the same is hereby excluded and excepted area where expressly described herein.

**SECTION 6:** That all ordinances or parts of ordinances in conflict herewith are hereby expressly repealed to the extent of such conflict.

**SECTION 7:** That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission and it shall become effective from and after its passage and adoption.

**PASSED AND ADOPTED this 7th day of November 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

Attachments -      Exhibit A- Legal description of City-proposed annexation tracts  
                             Exhibit B- Service Plan

## **EXHIBIT A**

## **EXHIBIT B**

**PROPOSED ANNEXATION TRACT NO. 1  
TO THE CITY OF TEXAS CITY  
GALVESTON COUNTY TEXAS**

BEING a tract of land of approximately 1200 acres being all that land bounded by the 100' wide strip around Houston Lighting & Power Company properly as annexed by City of Texas City Ordinance passed in 1964;

BEGINNING at a point being the most Northerly South corner of the said 100' wide strip;

THENCE in a Northwesterly direction along the existing corporate boundary of the City of Texas City to a point located in Lot 3 in Block No. 67, of San Leon Farm Home Tracts;

THENCE in a Northerly direction along an imaginary line 100 feet distant from, parallel to and East of a line that is 75 feet East of the West line of said Lot No. 3 and a projection thereof to a point 100 feet North of the South line of Lot No. 6, Block No. 55 of said San Leon Farm Home Tracts;

THENCE in a Westerly direction along an imaginary line, 100 feet distant from, parallel to and North of the Southerly line of Block No. 55 and Block No. 56 to a point for corner;

THENCE in a Northerly direction along an imaginary line 100 feet distant from, parallel to and East of the Westerly line of said Lot No. 5 in Block No. 56 to a point for corner;

THENCE in a Westerly direction along an imaginary line 100 feet distant from, parallel to and North of the South line of Lots No. 1, 2 and 3 in said Block No. 56 and the South line of Lots 3 and 4 of Block No. 57 to a point for corner;

THENCE in a Northerly direction along an imaginary line 100 feet distant from, parallel to and East of the Westerly line of Lot No. 3 in Block No. 57 and a projection thereof to a point for corner;

THENCE in a Westerly direction along an imaginary line 100 feet distant from, parallel to and North of the Southerly line of Block No. 45 and the Southerly line of Block No. 44 and the projection thereof to a point for corner;

THENCE in a Southerly direction along an imaginary line 100 feet distant from, parallel to and West of the Easterly line of Block No. 59 to a point for corner;

THENCE in a Westerly direction along an imaginary line 100 feet distant from, parallel to and North of the Southerly line of said Block No. 59 and the projection thereof to a point for corner;

THENCE in a Southerly direction along an imaginary line 100 feet distant from, parallel to and Westerly of the East line of Block No. 62 and 77 to a point for corner;

**PROPOSED ANNEXATION TRACT NO. 1  
TO THE CITY OF TEXAS CITY  
GALVESTON COUNTY TEXAS**

THENCE in a Northwesterly direction along an imaginary line 100 feet distant from, parallel to and Northeast of the Northeasterly line of said State Highway 146 to a point for corner;

THENCE in a Northeasterly direction along an imaginary line 100 feet distant from, parallel to and South of the Northwesterly line a 594.254 acre tract of land described in seed dated October 17, 1959 from F. G. Eidman Jr. to Houston Lighting & Power Company, to a point for corner;

THENCE in a Southeasterly direction along an imaginary line 100 feet distant from, parallel to and Southwest of a line running to the interior corner of said 594.254 acre tract for a point for corner;

THENCE in a Northeasterly direction along an imaginary line 100 feet distant from, parallel to and South of said survey line to a point for corner 100 feet South from the Shoreline of Galveston Bay;

THENCE in an Easterly direction along an imaginary line 100 feet distant from, parallel to and South of the Shoreline of Galveston Bay to a point for corner;

THENCE in a Southwesterly direction along an imaginary line 100 feet distant from, parallel to and North of the Southeast line of said J. Rogers Survey to a point for corner;

THENCE in a Southerly direction along an imaginary line 100 feet distant from, parallel to and West of the Easterly line of Lot No. 2 and 7 of Block No. 25A, the Easterly line of Lot No. 2 and 7 of Block No. 26 and the East line of Lot No. 2 of Block No. 41 to a point for corner;

THENCE in an Easterly direction along an imaginary line 100 feet distant from, parallel to and South of the Northerly line of Lot No. 4 of Block 41 to a point for corner;

THENCE in a Southerly direction along an imaginary line 100 feet distant from, parallel to and West of the Easterly line of Block No. 41 and the Easterly line of Block No. 44 to a point for corner;

THENCE in an Easterly direction along an imaginary line 100 feet distant from, parallel to and South of the Northerly line of Lot No. 1 of Block No. 45 to a point for corner;

THENCE in a Northerly direction along an imaginary line 100 feet distant from, parallel to and East of the Westerly line of Lot No. 3 of Block No. 45 to a point for corner;

THENCE in an Easterly direction along an imaginary line 100 feet distant from, parallel to and South of the Northerly line of Lot No. 3 of Block No. 45 to a point for corner;

**PROPOSED ANNEXATION TRACT NO. 1  
TO THE CITY OF TEXAS CITY  
GALVESTON COUNTY TEXAS**

THENCE in a Southerly direction along an imaginary line 100 feet distant from, parallel to and West of the Easterly line of Lot No. 3 and 6 of Block No. 45, to a point for corner;

THENCE in an Easterly direction along an imaginary line 100 feet distant from, parallel to and South of the Northerly line of Lot No. 5 and 6 of Block No. 45 and the Northerly line of Lots No. 8, 7, 6 and 5 in Block No. 46 to a point for corner;

THENCE in a Southerly direction along an imaginary line 100 feet distant from, parallel to and West of the Easterly line of Block No. 46 and the projection thereof to a point for corner;

THENCE in an Easterly direction along an imaginary line 100 feet distant from, parallel to and South of the Northerly line of Block No. 56 and No. 55 and the North line of Block No. 54 to a point for corner;

THENCE in a Southerly direction along an imaginary line 100 feet distant from, parallel to and West of the Easterly line of Lot No. 1 and 8 of Block No. 54 to a point for corner;

THENCE in an Easterly direction along an imaginary line 100 feet distant from, parallel to and South of the Northerly line of Lot No. 8, 7, 6 and 5 of Block No. 54 to a point for corner;

THENCE in a Northerly direction along an imaginary line 100 feet distant from, parallel to and East of the West line of Lot No. 5 and 4 of Block No. 54 to a point for corner;

THENCE in an Easterly direction along an imaginary line 100 feet distant from, parallel to and South of the Northerly line of Block No. 54 to a point for corner;

THENCE in a Southerly direction along an imaginary line 100 feet distant from, parallel to and West of the Easterly line of Blocks No. 54, 68 and 71 to a point for corner;

THENCE in an Easterly direction along an imaginary line 100 feet distant from, parallel to and South of the Northerly line of Block No. 70 and a projection thereof to a point 100 feet West of the Shoreline of Dickinson Bay;

THENCE in a Southerly direction along an imaginary line 100 feet distant from, parallel to and West of the Shoreline of Dickinson Bay to the point of beginning.

NOTE: THIS DOCUMENT HAS BEEN PREPARED UNDER 22 TAC § 663.23; DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND; IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT HAS BEEN PREPARED.

**PROPOSED ANNEXATION TRACT NO. 2  
TO THE CITY OF TEXAS CITY  
GALVESTON COUNTY, TEXAS.**

BEGINNING at the most easterly corner of the Restricted Reserve "A" of Chase Park Subdivision, Section 3, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1250, of the Map Records of Galveston County, Texas;

THENCE in a northwesterly direction along the northeast line of said Restricted Reserve "A", to a point for corner of the tract herein described, same being the most northerly corner of said Restricted Reserve "A";

THENCE in a southwesterly direction along the northwest line of said Restricted Reserve "A", to a point for corner of the tract herein described, and being in the existing corporate boundary line of Texas City as annexed in Ordinance number 00-20, dated March 24, 2000;

THENCE in a southeasterly direction along the northeast line of said Ordinance 00-20, to the POINT OF BEGINNING of the tract herein described.

NOTE: THIS DOCUMENT HAS BEEN PREPARED UNDER 22 TAC § 663.21; DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND; IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT HAS BEEN PREPARED.

**PROPOSED ANNEXATION TRACT NO. 3  
TO THE CITY OF TEXAS CITY  
GALVESTON COUNTY, TEXAS.**

BEGINNING at the most southerly corner of Bacliff Villas, Section 2, a subdivision in Galveston County, Texas, according to the map or plat thereof Recorded in Volume 15, Page 43, of the Map Records of Galveston County, Texas and being in the northwest line of Chase Park Subdivision, Section 1, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 531, of the Map Records of Galveston County, Texas;

THENCE in a northwesterly direction along the southwest line of said Bacliff Villas, to a point for corner of the tract herein described, same being the most westerly corner of said Bacliff Villas and being in the southeast line of Clifton By The Sea Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 11, Page 93, of the Map Records of Galveston County, Texas;

THENCE in a northeasterly direction along the northwesterly line of said Bacliff Villas, same being the southeast line of said Clifton By The Sea Subdivision, to a point for corner of the tract herein described, and being in the southwest right of way line of 20<sup>th</sup> Street, same being the most easterly corner of Block 142, of said Clifton By The Sea Subdivision;

THENCE in a northwesterly direction along the southwest right of way line of said 20<sup>th</sup> Street, to a point for corner of the tract herein described, and being the point of intersection of the southwesterly projection of the southeast line of Lot 44, in Block 137, of said Clifton By The Sea Subdivision;

THENCE in a northeasterly direction and along the southeast line of said Lot 44 and Lot 5, in said Block 137, to a point for corner of the tract herein described, same being the most easterly corner of said Lot 5, and being in the southwest right of way line of 19<sup>th</sup> Street;

THENCE in a northwesterly direction along the southwest right of way line of 19<sup>th</sup> Street to a point for corner of the tract herein described, and being in the southeast right of way line of Jackson Road same being the most northerly corner of Block 136, of said Clifton By The Sea Subdivision;

THENCE in a southwesterly direction along the southeast right of way line of said Jackson Road to a point for corner of the tract herein described, and being in the northeast right of way line of State Highway 146, same being the northeast line of the existing corporate boundary of Texas City as annexed in Ordinance number 05-34, dated August 24, 2005;

THENCE in a southeasterly direction along the northeast right of way line of said State Highway 146, and Ordinance 05-34, to a point for corner of the tract herein described, and being in the southeast right of way line of FM 646 also commonly known as Grand Avenue, same being in the northwest line of the existing corporate boundary of Texas City as annexed in Ordinance number 00-20, dated March 24, 2000;

**PROPOSED ANNEXATION TRACT NO. 3  
TO THE CITY OF TEXAS CITY  
GALVESTON COUNTY, TEXAS.**

THENCE in a northeasterly direction along the southeast right of way line of said FM 646, and the northwest line of Ordinance 00-20, to a point for corner of the tract herein described, same being the most northerly corner of said Ordinance 00-20;

THENCE in a southeasterly direction along the northeast line of said Ordinance 00-20, to a point for corner of the tract herein described, and being in the northwest line of Chase Park Subdivision, Section 3, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1250, of the Map Records of Galveston County, Texas;

THENCE in a northeast direction along the northwest line of said Chase Park, Section 1, and Section 3, to the POINT OF BEGINNING of the tract herein described.

NOTE: THIS DOCUMENT HAS BEEN PREPARED UNDER 22 TAC § 663.21; DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND; IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT HAS BEEN PREPARED.

# **SERVICE PLAN FOR CITY OF TEXAS CITY**

## **2018 ANNEXATION**

### **(1,217.87 ACRE AREA)**

#### ***I. INTRODUCTION***

This Service Plan (“Plan”) is made by the City of Texas City, Texas (“City”) pursuant to Chapter 43 of the Local Government Code. This relates to the annexation by the City of the Proposed Annexed Areas located within the Extraterritorial Jurisdiction of Texas City. The Proposed Annexed Areas are described by metes and bounds in Exhibit “A”, attached to this Plan and with the annexation ordinance of which this Plan is a part of.

#### ***II. TERM: EFFECTIVE DATE***

This Plan shall be in effect for a ten-year (10) period commencing on the effective date for annexation of the Proposed Annexed Area, unless otherwise stated in this Plan. Renewal of this Plan shall be the option of the City. Such option may be exercised by the adoption of an Ordinance by the City Commission which refers to this Plan and specifically renews this Plan for a stated period of time.

#### ***III. SERVICE PROGRAMS***

##### ***A. General Coverage***

This Plan includes two (2) service programs: (1) the early action program described below, and (2) the Capital Improvement Program also described below.

##### ***B. Scope and Quality of Services***

Services under this Plan shall equal or exceed the number and level of services in existence in the Proposed Annexed Area prior to annexation. It is not the intent of this Plan to require that a uniform level of services in existence be provided to all areas of the City (including the Proposed Annexed Area) where differing characteristics of topography, land utilization and population density are considered a sufficient basis for providing differing service levels.

##### ***C. Definitions***

1. As used in this Plan, providing services includes having services provided by any method or means by which the City extends municipal services to any other areas of the City. This may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services, in whole or in part, it may also include separate agreements with associations or similar entities.
2. As used in this Plan, the phrase “standard policies and procedures” means those policies and procedures of the City applicable to a particular service which are in effect either at the time that the service is requested or at the time that the service is made available or provided. The policies and procedures may require that a specific type of request be made, such as an application or petition. They may require that fees or charges be paid, and may include eligibility requirements and similar provisions.

**D. *Early Action Program***

1. Statutory Services. The statutory services will be provided within the Proposed Annexed Area within the period required by State law. Service will be provided immediately upon annexation. The statutory services are as follows:
  - a. Police Protection. The Police Department of the City will provide protection and law enforcement in the Proposed Annexed Area. These activities will include normal patrols and responses, the handling of complaints and incident reports, and, as appropriate, support by special units. Patrol Services will be provided by units based at 1004 9th Avenue North.
  - b. Fire Protection. The Fire Department of the City will provide fire protection in the Proposed Annexed Area from Fire Station #1 based at 1721 25<sup>th</sup> Street N., Texas City, Texas 77590.
  - c. Emergency Medical Service (EMS). The Fire Department of the City will provide EMS for medical emergencies occurring in the Proposed Annexed Area from Fire Station #1 based at 1721 25<sup>th</sup> Street N., Texas City, Texas 77590.
  - d. Solid Waste Collection. For eligible operations in the Proposed Annexed Area, contract services will be provided under City franchise agreement.
  - e. There are currently no public water distribution/wastewater facilities within the area. No maintenance will be required at this time.
  - f. Maintenance of Roads, Drainage, and Street Lighting. Roads, drainage, and street lighting is required immediately after annexation of the Proposed Annexed Area.

2. Additional Service. Certain services, in addition to the statutory services, will be provided within the Proposed Annexed Area to the same extent they are provided to similar territories elsewhere in the City. These are as follows:
  - a. Planning and inspection services will be provided for proposed facilities or activities to be constructed within the Proposed Annexed Area in accordance with City codes and ordinances.
  - b. Emergency Management Planning for the Proposed Annexed Area and any facilities or activities in the Proposed Annexed Area will be coordinated through the City, Office of Emergency Management.
  - c. Other City services, to the extent applicable to persons or properties within the Proposed Annexed Area, in accordance with standard policies and procedures.
  
3. Capital Improvement Program. The City will initiate the construction of certain capital improvements necessary for providing municipal service for the Proposed Annexed Area. Those improvements which are necessary are indicated below, and any necessary construction or acquisition shall begin within two years of the effective date of this Plan, except as otherwise indicated.
  - a. Police Protection. Police protection for the Proposed Annexed Area can be provided by using existing capital improvements. Additional capital improvements are not necessary at this time to provide police protection to the Proposed Annexed Area. However, the Proposed Annexed Area will be included with other territory in connection with Planning for new, revised, or expanded facilities.
  - b. Fire Protection. Fire protection for the Proposed Annexed Area can initially be provided by using existing capital improvements. The Proposed Annexed Area will be included with other territory in connection with Planning for a new, revised or expanded firefighting facility in the area.
  - c. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Proposed Annexed Area described in the Early Action Program. However, the Proposed Annexed Area will be included with other territory in connection with Planning for new, revised or expanded solid waste facilities.
  - d. Water and Waste Facilities. Currently, proposed annexation areas 2, and 3 are within the jurisdiction of Bacliff Municipal Utility District. Public water distribution or wastewater services can be obtained from that entity. Capital improvements for future needs if necessary will be based on the standard policies and procedures of the City, Public Works and Engineering Departments. Additionally, the Proposed Annexed Area will be included with other territory in connection with Planning for new, revised or expanded public water and wastewater facilities. The

Capital Facilities Plan will be initiated as Capital Recovery Fees are collected.

- e. Roads, Drainage and Street Lighting. It is not anticipated that any new roads, drainage or street lighting improvements will be required. However, the Proposed Annexed Areas will be included with other territory in connection with Planning for new, revised, widened or enlarged roads, streets or related facilities.
- f. Other Publicly-Owned Facilities, Buildings, or Services; Additional Services. In general, other City functions and services, and the additional services described above, can be provided for the Proposed Annexed Area by using existing capital improvements. Additional capital improvements are not necessary to provide City services. However, the Proposed Annexed Area will be included with other territory in connection with Planning for new, revised or expanded facilities, functions and services, including the additional services described above.

#### **IV. AMENDMENT: GOVERNING LAW**

This Plan may not be amended or repealed except as provided by the Local Government Code or other controlling law. Neither changes in the methods nor means of implementing any part of the service programs nor changes in the responsibilities of the various Departments of the City shall constitute amendments to this Plan, and the City reserves the right to make changes. This Plan is subject to and shall be interpreted in accordance with the Constitution and laws of the United States of America and the State of Texas, the Local Government Code, and the orders, rules and regulations of governmental bodies and officers having jurisdiction.

#### **V. FORCE MAJEURE**

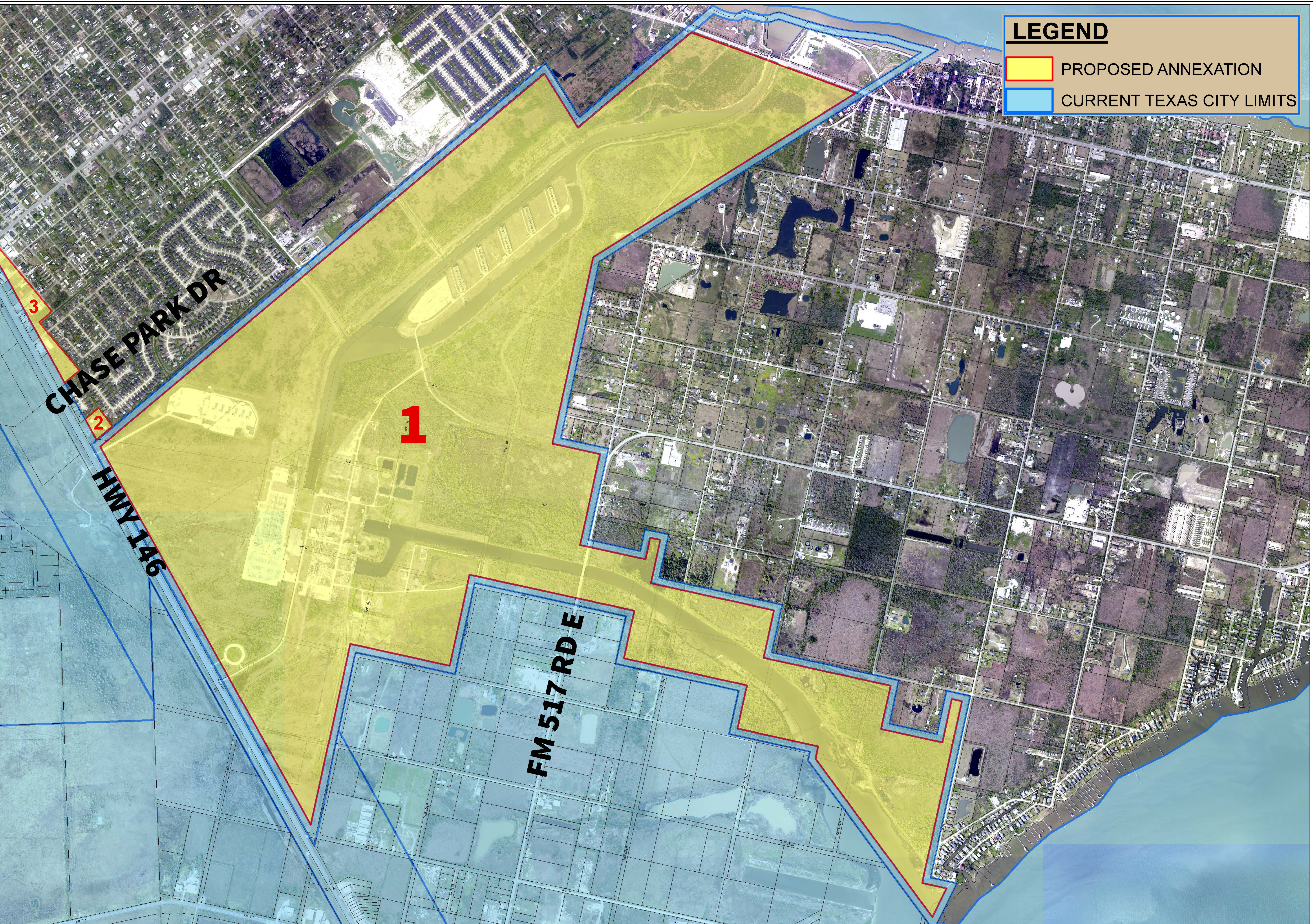
In case of an emergency, such as a hurricane or other “force majeure” as that term is defined herein, in which the City is forced to temporarily divert its personnel and resources away from the Proposed Annexed Area for humanitarian purposes or for the safety of the general public, the City hereby obligates itself to take all reasonable measures to restore services to the Proposed Annexed Area to the level described in this Plan as soon as possible. “Force Majeure”, for the purpose of this Plan shall include, but not be limited to acts of God, acts of the public enemy, war blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fire, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government, explosions, collisions and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City. Unavailability or shortage of funds shall not constitute Force Majeure for purposes of this Service Plan.

#### **VI. ENTIRE PLAN**

This document contains the entire and integrated Service Plan relating to the Proposed Annexed Area and supersedes all other negotiations, representations, Plans, and agreements whether written or oral.

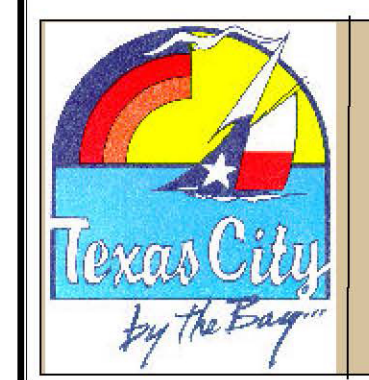
**LEGEND**

- PROPOSED ANNEXATION
- CURRENT TEXAS CITY LIMITS



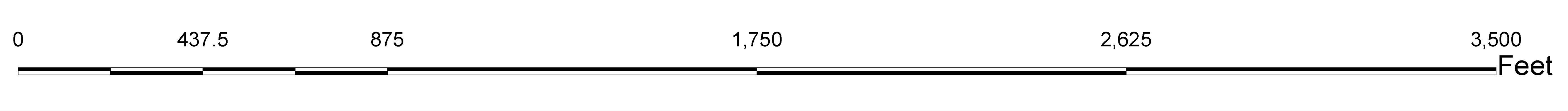
**LEGEND**

- PROPOSED ANNEXATION
- CURRENT TEXAS CITY LIMITS



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

Public Works  
GIS  
SEPT. 4, 2018



**CITY COMMISSION REGULAR MTG**

**(9) (b)**

**Meeting Date:** 11/07/2018

**Submitted By:** James Hartshorn, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on the Scrivener's Error on Ordinance No. 18-15, approving the abandonment a 60' right-of-way known as 20th Street North. Being the north 60' x 250 ± feet of 20th Street North, lying between Lots 44A and 45 and Lots 67 and 68 of the Amburn Boat Basin and Terry's Landing S/d. Located on the north end of 20th Street, north of 42nd Avenue and ending at Moses Lake. (Transportation and Planning).

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Ordinance

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**ORDINANCE NO. 18-15**

**Revised/Approved to Correct Scrivener's Error November 7, 2018**

**AN ORDINANCE AMENDING ORDINANCE NO 18-15, AMENDING THE LOTS IN ORDER TO VACATE AND ABANDON AND A RIGHT-OF-WAY ON 20TH STREET NORTH; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the City of Texas City desires a portion of 20th Street North., north 60' x 250 ± feet of 20th Street North, lying between Lots 43, 44A, 45 and Lots ~~66~~, 67 and 68 of the Amburn Boat Basin and Terry's Landing S/d, located on the north end of 20th Street, north of 42nd Avenue and ending at Moses Lake, be vacated and abandoned; and

**WHEREAS**, the City's request to abandon a specific portion of this street will allow the consolidation of individual tracts and lead to better economic development opportunities; and

**WHEREAS**, City staff has reviewed this request and there are no objections; and

**WHEREAS**, the Planning Board met and reviewed the request on July 2, 2018 and recommended it to move forward to City Commission for final consideration.

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

**SECTION 1:** That the City Commission of the City of Texas City finds it in the best interest of the City to abandon and vacate a portion of 20th Street North., north 60' x 250 ± feet of 20th Street North, lying between Lots 43, 44A, 45 and Lots ~~66~~, 67 and 68 of the Amburn Boat Basin and Terry's Landing S/d, located on the north end of 20th Street, north of 42nd Avenue and ending at Moses Lake.

**SECTION 2:** That the above-described property is hereby declared abandoned.

**SECTION 3:** That the City of Texas City hereby retains unto itself any existing public and private utility easements on said property, if any.

**SECTION 4:** That the Mayor is hereby authorized to execute a Quitclaim Deed, if requested, by any abutting property owners.

**SECTION 5:** That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of the City Commission.

**SECTION 6:** That the City Secretary shall cause to be filed a certified copy of this Ordinance in the Real Property Records of Galveston County, Texas and present notification of the abandonment to the Galveston Central Appraisal District.

**SECTION 7:** That this Ordinance shall be passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

**PASSED AND ADOPTED this 7th day of November 2018.**

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

ATTEST:

APPROVED AS TO FORM:

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James Hartshorn  
City Secretary

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Russell F. Plackemeier  
City Attorney