

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, NOVEMBER 20, 2019 - 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
- (4) Promotion of Andrew Marcellus to Engineer
 - (a) Service Awards

Arthur Withers	Public Works	11/02/2009	10 years
Calvin Bremer	Waste Water Treatment Plant	11/29/2004	15 years
Laura Boyd	Administration	11/22/2004	15 years
- (5) REPORTS
 - (a) Emergency Management Annual Report
 - (b) Marketing Department's Fall Update
- (6) PRELIMINARY ZONING APPROVAL
 - (a) Robert Smith Jr. is requesting a one-year extension for the preliminary rezoning for 2.182 acres of land out of Lot 1, Block 2, Holland Country S/d. Located on the west side of I-45 at Hughes Road.
- (7) CONSENT AGENDA

- (a) Approve City Commission Minutes for November 6, 2019, meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 19-121, approving the purchase of 443 Visa gift cards in the amount of \$50.00 each, to be given to the City employees (full and part-time), as an incentive for continued outstanding customer service and performance. (Human Resources)
- (c) Consider and take action on Resolution No. 19-122, authorizing the Mayor to enter into an agreement with Wink to Webster Pipeline, LLC and its partner companies for the receipt of an award from their Pipeline First Responder Grand Program. (Fire Department)
- (d) Consider and take action on Resolution No. 19-123, rescinding of Resolution No. 19-099 concerning the purchase of two (2) staff units for the Fire Department from Silsbee Ford through the HGACBuy Program. (Fire Department)
- (e) Consider and take action on Resolution No. 19-124, approving of the execution of an engineering services agreement with ARKK Engineers, LLC., for the Lift Station 12 Improvements Project. (Public Works)
- (f) Consider and take action on Resolution No. 19-125, approving the execution of an engineering services agreement with ARKK Engineers, LLC. for the City of Texas City Water Line Replacement Project - Phase 17. (Public Works)
- (g) Consider and take action on Resolution No. 19-126, authorizing the purchase of three (3) Staff Units for the Fire Department from Silsbee Ford through the GoodBuy Purchasing Cooperative Program. (Fire Department)
- (h) Consider and take action on Resolution No. 19-127, approving the execution of an Engineering Services Agreement with ARKK Engineers, LLC for the Sanitary Sewer Rehabilitation Project - Phase 19. (Public Works)
- (i) Consider and take action on Resolution No. 19-128, approving the execution of an Engineering Services Agreement with ARKK Engineers, LLC for the Westbury Drainage Improvements Project. (Public Works)
- (j) Consider and take action on Resolution No. 19-129, approving the purchase, delivery, and installation of a Playground Unit for Steed Park from Playpower LT Farmington, Inc. through BuyBoard, a local government purchasing cooperative. (Recreation and Tourism)
- (k) Consider and take Action on Resolution No. 19-130, approving the purchase of six (6) vehicles for various City Departments. (Purchasing)
- (l) Consider and take action on Resolution No. 19-131, awarding the annual contract for Bid # 2020-075 Basalt Rock Annual Contract. (Public Works)
- (m) Consider and take action on Resolution No. 132, authorizing the City to enter into a Utility Services Agreement with Land Tejas Lago Mar, L.L.C., and Galveston County Municipal Utility District No. 56. (City Engineer)

(n) Consider and take action on Resolution No. 133, authorizing the City to enter into a Cost Sharing Agreement with Land Tejas Lago Mar, and Galveston County Municipal Utility District No. 56 to construct water storage facilities. (Planning Department)

(8) REGULAR ITEMS

(a) Consider and Take Action on Ordinance No. 19- 32, approving and implementing Proposition B of the November 5, 2019, Texas City Charter Amendment to set the salary of the Mayor and City Commission at the optimum rate as permitted in the amendment of the City Charter to take effect January 1, 2020. (Management Services)

(9) MAYOR'S COMMENTS

(10) COMMISSIONERS' COMMENTS

(11) 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 15, 2019, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

NICHOLAS J. FINAN
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4)

Meeting Date: 11/20/2019

Promotion of Andrew Marcellus to Engineer

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Promotion of Andrew Marcellus to Engineer

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 11/20/2019

PRELIMINARY ZONING APPROVAL

Submitted By: Justin Herter, City Attorney Office

Department: City Attorney Office

Information

ACTION REQUEST (Brief Summary)

Robert Smith Jr. is requesting a one year extension for the preliminary rezoning for 2.182 acres of land out of Lot 1, Block 2, Holland Country S/d. Located on the west side of I-45 at Hughes Road.

BACKGROUND

This request to rezone to "O-P" (Office Professional) was granted approval by the Zoning Commission and also by the City Commission on November 7, 2018. The Zoning Ordinance requires an ordinance to permanently rezone the property to be done within one year from the date of approval; however, it does provide the applicant to ask for an extension if the development and ordinance are not completed within the one year time frame. Work on IH-45 has created a hardship for the applicant. Staff supports the request for a zoning approval extension.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 11/20/2019

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for November 6, 2019, meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, NOVEMBER 6, 2019 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, NOVEMBER 6, 2019, 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
Jami Clark, Commissioner District 4

Absent: Dorthea Jones, Commissioner District 3

2. INVOCATION

Led by Reverend James R. Littleton, Jr. of Texas City First & Grace UMC.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner At-Large Bruce Clawson.

4. PROCLAMATIONS AND PRESENTATIONS

a. Proclamation Recognizing Municipal Court Week

The proclamation was accepted by Tammy Odom, Municipal Court Supervisor.

b. Cannon King presents "SAMS LAW"

Trysten Pearson, along with his mother, gave a brief presentation on "SAM'S LAW" also known as House Bill 684 and the strides that have been made in support of Epilepsy Awareness.

5. REPORTS

a. Community Development Quarterly Report (Code Enforcement)

Marilyn Logan and Officer Shonna Bellow gave a Powerpoint presentation highlighting the substantial work their department accomplished in the years third quarter. Ms. Logan also unveiled a new Code Complaint Report system that can be located on the City's main webpage.

b. Financial Quarterly Report (Finance)

Laura Boyd, Finance Director, gave a PowerPoint presentation outlining the City's quarterly investment report.

6. PUBLIC COMMENTS

7. CONSENT AGENDA

Motioned by Commissioner At-Large Bruce Clawson, seconded by Commissioner District 2 Abel Garza, Jr. to approve Consent Agenda items a, c, d, e, f, g, h, i, j, k, and l.

a. Approve City Commission Minutes for October 16, 2019 meeting. (City Secretary)

Vote: 6 - 0 CARRIED

b. Consider and take action Resolution No. 19-109, approving the release of access easement on 14th Street South (Loop 197 to 8th Avenue South). (City Engineer)

Pulled by Mayor Doyle.

Dough Kneupper, City Engineer, stated that this is a great opportunity for the Marathon facility to grow.

Kevin Bogard (do name check), Marathon Plant Manager, gifted Mayor Doyle with a plaque as a showing of the appreciation Marathon has of the support they receive from the City of Texas City.

Bruce Clawson abstained from the vote.

Motion by Mayor Pro Tem, Commissioner At-Large Phil Roberts, Seconded by Commissioner District 4 Jami Clark to approve Resolution No. 19-109.

Vote: 5 - 0 CARRIED

c. Consider and take action on Resolution No. 19-110, appointing Ridawna Sneed to serve on the Historical Preservation Corporation Board of Directors. (City Secretary)

Vote: 6 - 0 CARRIED

d. Consider and take action on Resolution No. 19-111, approving and awarding an annual contract for sludge disposal from the Wastewater Treatment Plant. (Public Works)

Vote: 6 - 0 CARRIED

e. Consider and take action on Resolution No. 19-112, approving the purchase of a heavy-duty crane truck to replace the 2006 1 ton unit currently in use, through the GoodBuy, a local government purchasing cooperative. (Public Works)

Vote: 6 - 0 CARRIED

- f. Consider and take action on Resolution No. 19-113, approving the purchase of a 2020 F550 Crew Cab truck for the street crew, through the GoodBuy Purchasing Cooperative Contract # 19-8F000. (Public Works)

Vote: 6 - 0 CARRIED

- g. Consider and take action on Resolution No. 19-114, approving the purchase of one Kubota tractor with Terrain Kingside boom mower and two Rhino mower decks, through HGAC - a local government purchasing cooperative. (Public Works)

Vote: 6 - 0 CARRIED

- h. Consider and take action on Resolution No. 19-115, approving the purchase of one Gradall Truck Mounted Excavator from ASCO Supply, through HGAC - a local government purchasing cooperative. (Public Works)

Vote: 6 - 0 CARRIED

- i. Consider and take action on Resolution No. 19-116, approving the purchase of twelve (12) vehicles, five (5) unmarked 2020 Ford F150's, four (4) 2020 Ford Explorer Patrol Units, two (2) 2020 Dodge Charger interceptors, and one (1) 2020 Polaris XP 1000 Ranger ATV. (Police Department)

Vote: 6 - 0 CARRIED

- j. Consider and take action on Resolution No. 19-117, casting votes in the election of members of the Board of Directors of the Galveston County Appraisal District 2020-2021.

Vote: 6 - 0 CARRIED

- k. Consider and take action on Resolution No. 19-118, approve the purchase, delivery, and installation of lighting for the Carver Park baseball and softball fields from Techline Sports Lighting, through BuyBoard - Local Government Purchasing Cooperative. (Public Works)

Vote: 6 - 0 CARRIED

- l. Consider and take action on Resolution No. 19-119, approval of the purchase of a new 2020 F550 Wash Truck, for the Utilities Department, through HGACBuy - Local Government Purchasing Cooperative. (Public Works)

Vote: 6 - 0 CARRIED

- m. Consider and take action on Resolutions No. 19-120, affirming the City's support of Valero Refining- Texas, L.P. Texas Enterprise Zone Project to the State of Texas. (Management Services)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large Bruce Clawson to approve Resolution No. 19-120.

Vote: 6 - 0 CARRIED

8. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 19-29, adopting a new Drought and Water Contingency Plan. (Utilities Department)

Corbin Ballast, Utilities Director, stated that this Ordinance is required to be reviewed and readopted every five years.

Motion by Mayor Pro Tem, Commissioner At-Large Phil Roberts, Seconded by Commissioner District 4 Jami Clark

Vote: 6 - 0 CARRIED

- b. Consider and take action on Ordinance No. 19-30, amending the City's fiscal year 2019-2020 budget to appropriate funds for final design and construction phases of the Fire Department Training Facility. (Finance)

Laura Boyd, Finance Director, stated that this budget amendment is to appropriate funds for the final design and construction phase of the Fire Departments Training Facility, as submitted by ARKK Engineers, LLC.

Motion by Commissioner District 4 Jami Clark, Seconded by Mayor Pro Tem, Commissioner At-Large Phil Roberts

Vote: 6 - 0 CARRIED

9. MAYOR'S COMMENTS

Mayor Doyle thank those in attendance for their military services.

10. STAFF COMMENTS

Corbin Ballast, Utilities Director, stated that the Crystal Lagoon will begin filling with water early next week.

Doug Kneupper, City Engineer, stated that there will be construction on Palmer Hwy. between the Chick-Fil- A and Krogers. Low dividers will outline the turning lanes to help prevent people from crossing six lanes of traffic to go from either direction.

Nicholas Finan, Executive Director of Management Service, stated that the results for the Charter Amendments Election are in and 17 out of 18 propositions passed.

Dennis Harris, Recreation and Tourism Director, stated that the Texas City Christmas Parade will be on December 5, 2019.

COMMISSIONERS' COMMENTS

Commissioner Alexander gave words of appreciation to all Veterans in honor of Memorial Day.

Commissioner At-Large Roberts stated that the Veterans Memorial Ceremony has moved inside to the Doyle Center, scheduled for November 10, 2019.

11. ADJOURNMENT

Having no further business, Mayor Matthew Doyle made a MOTION to ADJOURN at 5:57 p.m. All present voted AYE. MOTION CARRIED.

MATTHEW T. DOYLE, MAYOR

ATTEST:

Nicholas J. Finan, City Secretary

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 11/20/2019

2019 Employee Christmas Gift Cards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Administration

Department: Administration

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-121, approving the purchase of 443 Visa gift cards in the amount of \$50.00 each, to be given to the 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 \$22,150.00 which includes 443 cards at \$50.00 each, plus a \$1.50 per card activation charge of \$664.50. 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

Fiscal Impact

Attachments

Res 19-121

RESOLUTION NO. 19-121

A RESOLUTION APPROVING THE PURCHASE OF 443 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.

WHEREAS, the City requests approval of the purchase of 443 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 443 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 \$22,150.00, which includes 443 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 20th day of November 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 11/20/2019

Submitted For: David Zacherl, Fire Department

Submitted By: Cynthia Scrimshaw, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-122, authorizing the Mayor to enter into an agreement with Wink to Webster Pipeline, LLC and its partner companies for the receipt of an award from their Pipeline First Responder Grand Program. (Fire Department)

BACKGROUND

Each year Wink to Webster Pipeline LLC and its partner companies fund a Pipeline First Responder Grant Program designed to advance the training and equipment needs of first responders along the Wink to Webster Pipeline route in Texas to assist first responders in better serving their communities.

ANALYSIS

Funding will be utilized for the acquisition of lift gate for the High Water Rescue Vehicle.

ALTERNATIVES CONSIDERED

None

Fiscal Impact

Attachments

Res
Attachment

RESOLUTION NO. 19-122

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WINK TO WEBSTER LLC FOR THE PURCHASE OF A LIFT GATE SYSTEM FOR INSTALLATION ON THE HIGH WATER RESCUE VEHICLE THROUGH AN AWARD FROM THEIR PIPELINE FIRST RESPONDER GRANT PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, funds have been awarded from Wink to Webster Pipeline LLC and its partner companies through their Pipeline First Responder Grant Program in the amount of \$15,000.00 to be used for the purchase of one (1) Lift Gate System; and

WHEREAS, the Lift Gate System will be installed on the City's High Water Rescue Vehicle to assist first responders in rescuing citizens from the dangers of high water; and

WHEREAS, purchase of the Lift Gate System will better serve the citizens in times of distress; and

WHEREAS, purchase will enhance the safety of both citizens and first responders.

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 authorizes the Mayor to execute the agreement with Wink to Webster Pipeline LLC and its partner companies, as set out in **Exhibit "A"**, attached hereto, to accept a grant of \$15,000.00 to be used for the purchase of one (1) Lift Gate System through an award of their Pipeline First Responders Program.

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

PASSED AND ADOPTED this 20th day of November, 2019.

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

APPROVED AS TO FORM:

ATTEST:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

First Responder Grant Program Permission Form

I, Matthew T. Doyle, with authority to sign this permission form, and on behalf of the City of Texas City and its Fire Department, grant Wink to Webster Pipeline LLC and its partner companies permission to use the name of my organization and any related image, likeness, voice and/or appearance as such that may be embodied in any pictures, photos, video recordings, audiotapes, digital images and the like taken or made on behalf of the Wink to Webster Pipeline First Responder Grant Program. I understand that images may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product. Additionally, I waive any right my organization may have to royalties or other compensation arising or related to the use of an image or recording. I also understand that this material may be used in diverse educational settings within an unrestricted geographic area.

Photographic, audio or video recordings may be used for the following purposes:

- promotional materials
- conference presentations
- external handouts
- informational presentations
- educational videos

By signing this release I understand this permission signifies that photographic or video recordings may be electronically displayed via the Internet or in a public educational setting.

I will be consulted about the use of photographs or video recording for any purpose other than those listed above.

There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

This release applies to photographic, audio or video recordings collected as part of the Wink to Webster Pipeline First Responder Grant Program only.

By signing this form I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material for educational purposes.

Matthew T. Doyle, Mayor
City of Texas City

On behalf of:
Texas City Fire Department
David B. Zacherl, Fire Chief
1725 25th Street N.
Texas City, TX 77590 USA
Phone: 409 643 5700
tcfcd@texascitytx.gov

CITY COMMISSION REGULAR MTG

(7) (d)

Meeting Date: 11/20/2019

Submitted For: David Zacherl, Fire Department

Submitted By: Cynthia Scrimshaw, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-123, rescinding of Resolution No. 19-099 concerning the purchase of two (2) staff units for the Fire Department from Silsbee Ford through the HGACBuy Program. (Fire Department)

BACKGROUND

Approval was made on October 16, 2019 for the purchase of two (2) staff units to be used by the Fire department. There now exists within the Fire department a need for three (3) staff units.

ANALYSIS

Rescinding of Resolution 19-099 provides for the opportunity to purchase three (3) staff units through a different buy program at a lesser cost. Funds are available in the FY19-20 Fire Capital Equipment Replacement Fund to purchase three (3) new staff units.

ALTERNATIVES CONSIDERED

None

Fiscal Impact

Attachments

Res

RESOLUTION NO. 19-123

A RESOLUTION RESCINDING RESOLUTION NO. 19-099 PROVIDING FOR THE APPROVAL AND PURCHASE OF TWO STAFF UNITS, THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) BUY PROGRAM, FOR THE FIRE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Fire department desired to purchase two (2) Staff Units from Silsbee Ford through the Houston Galveston Area Council (H-GAC) Buy Program; and

WHEREAS, there now exists a need to purchase three (3) staff units for the fire department; and

WHEREAS, purchase through an alternative buy program is available at a lesser cost.

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 rescinding of Resolution No. 19-099 concerning the purchase of (2) Staff Units for \$84,696.00 from Silsbee Ford through the Houston-Galveston Area Council (H-GAC) Buy Program approved on October 16, 2019.

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

PASSED AND ADOPTED this 20th day of November, 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(7) (e)

Meeting Date: 11/20/2019

Engineering Services For The Lift Station Number 12 Improvements Project

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-124, approving of the execution of an engineering services agreement with ARKK Engineers, LLC., for the Lift Station 12 Improvements Project. (Public Works)

BACKGROUND

ARKK Engineers, LLC. has submitted an Agreement For Services, for the engineering services necessary of the Lift Station 12 Improvements Project for the total sum of \$69,220.00. Funds for this project are made available in the City of Texas City 2019/2020 Annual Budget.

A copy of this agreement is attached for your review

ANALYSIS

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute this Agreement for Services with ARKK Engineers, LLC. on behalf of the City Commission, for engineering services on the Lift Station 12 Improvements Project.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A

Res

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 2019, by and between ARKK Engineers, LLC ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "**Lift Station No. 12 Improvements Project**" ("Project").

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

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

Consultant is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of 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: **\$69,220** for Design Services and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts

or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

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

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

ARKK ENGINEERS, LLC
Consultant

BY: Madhu Kilambi

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

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____

City Secretary



ATTACHMENT "A"

November 7, 2019

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
"Lift Station No. 12 Improvements" project

Dear Mr. Ballast:

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for engineering services associated with the referenced project. This proposal is based on our meetings and conversations and information provided by the City. A brief overview of the project and scope of services are provided below:

GENERAL OVERVIEW

Lift Station No. 12 is located on 25th Avenue (Loop 197), on the south side of the roadway, at 19th Street N. The firm capacity of this lift station is estimated to be approximately 650 gallons per minute. Improvements have been made to this lift station in recent years, such as the lining of the wet well with a corrosion-resistant liner in 2014, and SCADA improvements planned in 2019.

The improvements proposed at Lift Station 12 as part of this project include:

- Replace both of the existing lift station pumps (Pump 1 and Pump 2)
- Install new slide rails for each pump
- Upsize the pump discharge Piping
- Upsize existing dual 6" force mains as it leaves the station
- Modify existing control panels to the City's current standards
- The existing wet well has been recently rehabilitated; the plan will allow for spot repairs to the corrosion-resistant wall and ceiling cementitious liner necessitated by the installation of the new rails and discharge piping.

Based on preliminary cost estimates prepared by ARKK's staff, an order-of-magnitude construction cost of the project is **\$405,000**.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as associated Surveying, and other services necessary to support the project. The proposal is separated into Basic Services (expected normal engineering services) and Special Services.

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

The following section details the scope of engineering services proposed for this Project.

SCOPE OF WORK

I. DESIGN PHASE SERVICES

- Perform field reconnaissance and measurements of the lift station site geometry to verify the wet well dimensions and other information that would impact design and construction.
- Prepare project specifications, civil drawings, electrical drawings (including new electrical service, controls, generator, SCADA pole, and lighting), and bid documents based on the anticipated improvements.
- Coordinate with lift station contractors for constructability review and comments.
- Provide two (2) draft sets of 60% plan drawings to the City for review and comments.
- Incorporate comments into the bid documents.
- Provide two (2) draft sets of 90% plan drawings and specifications to the City for review and comments.
- Incorporate comments from the City into the final bid documents.
- Prepare a final cost estimate for the project.
- Furnish three (3) sets of construction documents to the City.
- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports.

- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

Topographic Surveying Services

- Conduct topographic survey of the lift station site and +/- 20' around the perimeter.
- Utilize a survey sub-consultant mutually agreeable to the City and ARKK.

Geotechnical Services

- Geotechnical services are not proposed for this project.

II. 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 via the Civcast online plan room (by Amtek USA) 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.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Administration

- Conduct a pre-construction conference for the project.

- Assist the City's Project representative during the construction phase.
- Review and respond accordingly to submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, coordinate the completed work with City representative, 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.
- Prepare a set of reproducible record plans based on the Contractor's red line marked up as-built drawings.

B. Special Services – Construction Support Services

- Provide support to City's one site representative to periodically observe the progress of construction activities and to assist in the interpretation of plans and specifications.
- The on-site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- This support will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site

observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

FEE

Design Services (Civil & Mechanical)- Lump Sum Amount of:	\$35,100.00
Design Services (Electrical)- Subcontractor's Cost plus 10%:	\$3,850.00
Topographic Surveying - Subcontractor's Cost plus 10%:	\$2,970.00
Reproduction Budget – Lump Sum Amount of:	\$ 250.00
Bid Phase Services - Lump Sum Amount of:	\$1,750.00
Construction Administration Services - Lump Sum Amount of:	\$ 12,800.00
Construction Support Services Budget: (Hourly and cost plus 10%, plus \$35 daily vehicle cost)	\$ 12,500.00
<hr/>	
Total Fee	\$69,220.00

Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

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. Jack Haralson – 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

RESOLUTION NO. 19-124

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC. TO PROVIDE ENGINEERING SERVICES FOR IMPROVEMENTS FOR SEWER LIFT STATION #12; 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 Lift Station #12; and

WHEREAS, Lift Station #12 is part of the City's sewer collection system that provides service to the City; and

WHEREAS, the cost for the Engineering Services, as set out on the attached proposal, is approximately \$69,220.00.

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 improvements to the Lift Station #12.

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 20th day of November 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(7) (f)

Meeting Date: 11/20/2019

Engineering Services For The City Of Texas City Water Line Replacement Project - Phase 17

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-125, approving the execution of an engineering services agreement with ARKK Engineers, LLC. for the City of Texas City Water Line Replacement Project - Phase 17. (Public Works)

BACKGROUND

ARKK Engineers, LLC. has submitted an Agreement For Services, for phase 17 of the City of Texas City's Water Line Replacement Project for the total sum of \$183,975.00. This includes: Design, Geotechnical Study, Bid Phase Services, Construction Administration Services, Construction Materials Testing, and Construction Observation Services. Funds for this project are made available in the City Of Texas 2019 / 2020 Annual Budget.

A copy of this agreement is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute this Agreement For Services with ARKK Engineers, LLC. on behalf of the City Commission, for engineering services on the City Of Texas City Water Line Replacement Project - Phase 17.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Res

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 2019, by and between ARKK Engineers, LLC ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "**Water Line Replacement Project - Phase 17**" ("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: \$183,975.00 for Design and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.

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

13. Home Rule Municipality

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

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

ARKK ENGINEERS, LLC
Consultant

BY: Madhu Kilambi

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

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____
City Secretary



ATTACHMENT "A"

November 7, 2019

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
"Water Line Replacement Project – Phase 17" Project

Dear Mr. Ballast:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering services for the above referenced Phase of Texas City's Water Line Replacement and Rehabilitation Program. The proposal is based on our understanding of the project as discussed in our meetings and conversations with City staff. This phase consists of providing engineering design and construction phase services for the replacement of water lines at various locations throughout the City. For your convenience this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

The Waterline Replacement Project – Phase 17 project is part of an ongoing water line replacement program underway in the City of Texas City (City). Phase 16 of this Water Line Program is currently under construction and should be complete late December 2019. Approximately 375,165 L.F. (71 miles) of water lines at various locations throughout the City have been replaced to date (including on-going Phase 16) as part of this program and the 2001 Bond Program. This Phase 17 project is a continuation of this program. The water lines selected for replacement will be identified and provided by City staff based on on-going maintenance efforts; deteriorated water lines; recommendations from a modeling study performed previously; problem lines, and may include lines not replaced as part of previous projects.

The budget allocated for the Water Line Replacement Project – Phase 17 is \$1.25 million, which includes construction costs, engineering, construction phase services, and other costs. Based on preliminary cost estimates performed by ARKK, it is estimated that approximately 12,500 linear feet of water lines can be replaced as part of this phase. The estimated construction cost

to perform the work is approximately \$1,062,500, which includes the water line replacements, service line replacement (to the right-of-way/easement line), and associated work.

As performed previously, the design documents for the water line replacements will consist of specifications and schematic layout maps that will be utilized for the drawings portion of the construction documents (in lieu of obtaining detailed topographic surveys). If it is determined that more detailed information will be required for any of these project areas, then authorization to perform additional survey work will be obtained from the City and a separate proposal will be submitted to the City.

It is City's desire that ARKK provide one (1) project site representative to observe the construction of both the proposed Water Line Replacement Project - Phase 17 and the Sanitary Sewer Rehabilitation Project - Phase 19. As discussed with City staff, the water line replacement project and the sanitary sewer rehabilitation project will be designed and bid concurrently, and constructed under separate construction contracts. This will allow utilizing one project site representative for both the projects. Due to multiple contractors performing construction activities, the site representative cannot be present at various sites at the same time. The City of Texas City will provide additional City personnel for site support to aid in observing the work. The estimated construction duration for the water line replacement project is 210 calendar days. ARKK's project representative will observe the construction on both the projects that should be occurring simultaneously; the project site representation budget will be affected if construction on both the projects does not occur concurrently. ARKK will coordinate with the City for additional services if this should occur.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as associated Geotechnical, and other services necessary to support the project. The proposal is separated into Basic Services and Special Services.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Obtain private and public utility information, where appropriate.
- Coordinate with other governmental entities, which may be impacted by the project.
- Perform field reconnaissance of the water line locations areas to obtain information on surface features and other information that would impact construction. The information gathered from the field visit will be included in

the schematic layout drawings that would aid the design efforts. A detailed topographic survey of all project areas is not part of this scope.

- Meet with City to discuss and finalize design criteria and acquire pertinent information regarding the Project.
- Coordinate with the City during the design phase.
- The design shall include the water lines identified by the City that can be replaced with the available construction budget of \$1,062,500. ARKK will update the City of Texas City of the cost estimate as the project progresses.
- Prepare project specifications, bid documents, and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide two (2) draft sets of plans and specifications for review and comments.
- Incorporate appropriate comments from pertinent entities into the final bid documents.
- Coordinate with Texas Commission on Environmental Quality (TCEQ) during the design phase. Furnish necessary documentation to TCEQ for their review.
- Prepare a final cost estimate for the project.
- Furnish three (3) sets of construction documents to the City.

B. Special Services - Design Phase

1. Geotechnical Services

- Obtain soil borings and geotechnical data and recommendations on the appropriate line sections in the design package.
- The geotechnical findings and recommendations from previous projects will be utilized wherever applicable.
- Due to budget considerations and the nature of performing geotechnical investigation over a widespread area, individual borings at each improvement location will not be taken. Instead borings will be taken across the project area

at miscellaneous locations to provide an overall estimated representation of geotechnical conditions. It must be understood that such representation may change throughout the project locations. A budget for performing five (5) borings at an average depth of 10 feet per bore (total vertical footage is 50 V.F.) is included in this proposal.

- Utilize a subcontract geotechnical firm mutually agreeable to the City and to ARKK.

2. Reproduction

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

II. BID PHASE SERVICES

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisement.
- Dispense construction documents via the Civcast online plan room (by Amtek USA) 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.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Administration Phase

- Prepare contract documents for execution by the successful bidder.
- Review bond and insurance data included in the executed contract documents provided by the Contractor.
- Prepare an agenda for the pre-construction conference.
- 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.
- Require and monitor Contractor in maintaining a set of record plans. Engineer shall provide one set of reproducible record plans based on the Contractor's red line marked up as-built drawings.

B. Special Services – Construction Phase

1. Construction Observation Services:

- Provide one on-site representative to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. ARKK personnel will coordinate with the City and the Construction Contractor regarding the construction activities. The anticipated construction contract duration for the project is estimated to be 210 calendar days. The construction observation budget is based on providing a project site representative an average of 22 hours/week for 210 calendar days (in conjunction with the Sanitary Sewer Rehabilitation Phase 19 Project).
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- The on-site representative(s) will be on site daily during construction activity.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The on-site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The on-site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The on-site representative will take periodic photographs of the construction progress and of key items of concern.

- The on-site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.
- The on-site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- ARKK will process daily reports and other administrative office duties.
- ARKK will track and document costs associated with the work.

2. Construction Materials Testing:

- Construction materials' testing is included in this proposal as a budgetary item. It is anticipated that a separate construction testing firm mutually agreeable to the City of Texas City (City) and ARKK will be utilized as a subcontractor to ARKK to perform the testing services. The City has the option to contract directly with the materials testing firm.

FEE

Design Phase: Lump Sum Amount of:	\$82,400.00
*Geotechnical Study: Cost plus 10%	\$ 5,500.00
Reproduction Budget: Lump Sum Amount of:	\$ 750.00
Bid Phase Services - Lump Sum Amount of:	\$1,750.00
Construction Administration Services: Lump Sum Amount of:	\$20,625.00
*Construction Materials Testing Budget: (Cost plus 10%)	\$3,000.00
*Construction Observation Services:(Hourly)	<u>\$69,950.00</u>
Total All Services	\$183,975.00

*At this time the magnitude of these tasks are not known. Therefore budgetary amounts are provided. These figures may increase or decrease based on the actual work required. If an increase is necessary, it can be accomplished by utilizing available funds from other line items that have underrun, or by contract amendment.

The construction observation budget fee includes hourly costs for an on-site representative, and vehicle charge of \$35/day. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

ARKK Engineers, LLC appreciates the opportunity to submit this proposal and we look forward to continuing 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. Jack Haralson – 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

RESOLUTION NO. 19-125

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR SERVICES WITH ARKK ENGINEERS LLC, FOR THE CITY OF TEXAS CITY'S SANITARY SEWER REHABILITATION PROJECT - PHASE 17; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Public Works Department is requesting approval of an agreement with ARKK Engineers, for the City of Texas City's Sanitary Sewer Rehabilitation Project – Phase 17; and

WHEREAS, ARKK Engineers, LLC, has submitted a proposal and agreement for services to provide engineering services for the Sanitary Sewer Rehabilitation Project – Phase 17, as set out on Exhibit “A”, attached hereto and made a part hereof for all intents and purposes; and

WHEREAS, the total cost, as set out on the attached proposal, is \$183,975.00.

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, for the Texas City Sanitary Sewer Rehabilitation Project – Phase 17

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 20th day of November, 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Ronald F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(7) (g)

Meeting Date: 11/20/2019

Submitted For: David Zacherl, Fire Department

Submitted By: Cynthia Scrimshaw, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-126, authorizing the purchase of three (3) Staff Units for the Fire Department from Silsbee Ford through the GoodBuy Purchasing Cooperative Program. (Fire Department)

BACKGROUND

Funds are available in the FY19-20 Fire Capital Equipment Replacement Fund to replace three (3) Staff Units.

ANALYSIS

All contracts available to members of GoodBuy Purchasing Cooperative Contract Program have been awarded by virtue of a public competitive procurement process compliant with state statutes.

ALTERNATIVES CONSIDERED

HGAC Buy Program

Fiscal Impact

Attachments

RES

Exhibit A

RESOLUTION NO. 19-126

A RESOLUTION APPROVING THE PURCHASE OF THREE STAFF UNITS, THROUGH THE GOODBUY COOPERATIVE PROGRAM, FOR THE FIRE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Fire department desires to purchase three (3) Staff Units through the Goodbuy Cooperative Program; and

WHEREAS, funds are available in the FY 19-20 Capital Equipment Replacement Fund budget; and

WHEREAS, this purchase is intended to replace three (3) Staff that are scheduled for replacement in the Fire Equipment Cycle program.

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 (3) Staff Units through the Goodbuy Cooperative Program.

SECTION 2: That this equipment is to be utilized by the Fire Department.

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

PASSED AND ADOPTED this 20h day of November 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

PRODUCT PRICING SUMMARY

GOODBUY 19 8F000 VEHICLES www.purchasing.esc2.net
 VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TEXAS CITY

Prepared by: JARROD RUNNELS

Contact: DAVID ZACHERL

Phone: 409-895-3858 / 409-749-9556

Email: dzacherl@texascitytx.gov

Email: fleetsales@outlook.com

Product Description: FORD EXPEDITION MAX

Date: November 6, 2019

A. Bid Item: ALT 6

A. Base Price: \$ **37,396.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
101A	XL TRIM LEVEL	\$ 3,990.00		2020 FORD EXPEDITION MAX XL	
				3.5L V6 ECO BOOST ,10 SPD TRANS	
				OXFORD WHITE	
				CLOTH SEATING	

Total of B. Published Options: \$ **3,990.00**

Published Option Discount (5%) \$ **-**

C. Additional Options [not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price

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

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **-**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **-**

F. Contract Price Adjustment: _____ \$ **-**

G.	Additional Delivery Charge:	<u>100</u> miles	\$ 175.00
H.	Subtotal:		\$ 41,561.00
I.	Quantity Ordered	<u>3</u> x K =	\$ 124,683.00
J.	Trade in:	_____	\$ -
K.	GOODBUY Administrative Fee (\$300 per purchase order)		\$ 300.00
L.	TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE		\$ 124,983.00

CITY COMMISSION REGULAR MTG

(7) (h)

Meeting Date: 11/20/2019

Engineering Services For The City Of Texas City Sanitary Sewer Rehabilitation Project - Phase 19

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-127, approving the execution of an Engineering Services Agreement with ARKK Engineers, LLC for the Sanitary Sewer Rehabilitation Project - Phase 19. (Public Works)

BACKGROUND

ARKK Engineers, LLC. has submitted an Agreement For Services, for the Sanitary Sewer Rehabilitation Project - Phase 19, for the sum of \$199,850.00. This includes, design phase, bid phase, construction administration services, construction materials testing, construction observation, and construction evaluation services for the total sum of \$199,850.00. Funds for this project are made available in the City of Texas City 2019 / 2020 Annual Budget.

A copy of this agreement is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute this Agreement For Services with ARKK Engineers, LLC. on behalf of the City Commission, for engineering services on the Sanitary Sewer Rehabilitation Project - Phase 19.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Res

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 2019, by and between ARKK Engineers, LLC ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "**Sanitary Sewer Rehabilitation Project - Phase 19**" ("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 reproduces 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: \$199,850 for Design and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts

or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

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

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

ARKK ENGINEERS, LLC
Consultant

BY: Madhu Kilambi

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

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____

City Secretary



ATTACHMENT "A"

November 7, 2019

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

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's
"Sanitary Sewer Rehabilitation - Phase 19" Project

Dear Mr. Ballast:

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

GENERAL OVERVIEW

The Sanitary Sewer Rehabilitation Project – Phase 19 project is a continuation of an ongoing program underway in the City of Texas City (City). Phase 18 of this Sewer Line program is currently under construction. Approximately 450,875 L.F. of sanitary sewer lines (approximately 85 miles) at various locations throughout the City have been rehabilitated or replaced to date as part of this program (including on-going Phase 18 Project that is currently under construction).

This proposal includes providing engineering design and construction phase services for the rehabilitation of existing sanitary sewers at various locations throughout the City. The sanitary sewers identified for rehabilitation will be identified and provided by City staff based on on-going maintenance efforts; known deteriorated sewer lines; rehabilitation of selected sanitary sewer lines identified from the SSES Study completed recently (City's SSO Initiative Agreement); problem lines, and lines not replaced as part of previous projects.

The budget allocated for the Sanitary Sewer Rehabilitation Phase 19 Project is \$1.0 million, which includes construction costs, engineering, construction phase services and other costs. Additionally, the City has also allocated a budget of \$275,000 for performing a study related to the SSO Initiative Agreement approved by the Texas Commission on Environmental Quality (TCEQ). It is City's desire that this SSO Initiative budget be utilized for rehabilitation of sanitary sewers in the general area as part of the Phase 19 Project. Therefore, the total project budget available for Phase 19 sanitary sewer rehabilitation project is \$1,275,000. As per the SSO Initiative Agreement approved by TCEQ, the next study phase is scheduled to occur in FY 2021-2023.

Based on preliminary cost estimates performed by ARKK, it is estimated that approximately 17,250 L.F. of 6" through 18" sanitary sewers can be rehabilitated as part of this phase. The estimated construction cost to perform the work is approximately \$1,076,000, which includes the sanitary line rehabilitation, manhole rehabilitation, service line replacement (to the right of way), and associated work.

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

It is City's desire that ARKK provide one (1) project site representative to observe the construction of both the Sanitary Sewer Rehabilitation Project - Phase 19 and the proposed Water Line Replacement Project - Phase 17. As discussed with City staff, the water line replacement project and the sanitary sewer rehabilitation project will be designed and bid concurrently, and constructed under separate construction contracts. This will allow utilizing one project site representative for both the projects. Due to multiple contractors performing construction activities, the site representative cannot be present at various sites at the same time. The City of Texas City will provide additional City personnel for site support to aid in observing the work. The estimated construction duration for the Sanitary Sewer Rehabilitation Project - Phase 19 is 210 calendar days. ARKK's project representative will observe the construction on both the projects that should be occurring simultaneously; the project site representation budget will be affected if constructions on both the projects do not occur concurrently. ARKK will coordinate with the City for additional services if this should occur.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, and other services necessary to support the project. The proposal is separated into Basic Services and Special Services. Based on preliminary information available at this time, it is anticipated geotechnical investigation will not be performed for this project. This is due to availability of geotechnical information from previous projects in the general vicinity. However, if it is determined that geotechnical investigation is necessary; ARKK will submit a separate proposal to the City.

SCOPE OF SERVICES

I. DESIGN PHASE

A. *Design Services*

- Obtain utility information on the sanitary sewer lines designated for rehabilitation.
- Obtain any available record drawings on sanitary sewer lines designated for rehabilitation from the City.
- Meet with City Staff to discuss and finalize sanitary sewer segments and obtain additional information.
- Perform field visits of the sanitary sewer line locations to obtain information on surface features and any other information that would aid with the design. Information gathered from the field visit will be used to aid with the design efforts and if necessary shown on the schematic layout drawings. Topographic survey of the project areas are not part of this scope and will not be performed for this project.
- Perform general manhole inspections on the sewer lines designated for rehabilitation. These inspections will be for general deterioration and condition purposes.
- Review and evaluate manhole inspection data gathered from the field visits and recommend suitable rehabilitation methods. Manholes that cannot be accessed during the design phase will either be uncovered by City personnel during the design phase or by the construction contractor during the construction phase.
- Coordinate with the City during the design phase.
- The design shall include the sanitary sewer identified by the City that can be rehabilitated with the available construction budget. Based on preliminary cost estimates, the available construction budget is approximately \$1,076,000.00. ARKK will endeavor to update the City of Texas City of the cost estimate as the project progresses.
- Prepare project specifications, bid documents, and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide two (2) draft sets of plans and specifications for review and comments.

- Coordinate with Texas Department of Transportation for improvements performed in their right-of-way areas (SH 146) and apply for approval for utility improvements within their right-of-way.
- Furnish documentation to TxDOT for their review and the issuance of a permit. The construction contractor will then submit pertinent documentation during the construction phase and obtain final approval to proceed with construction.
- Incorporate appropriate comments from the City into the final bid documents.
- Coordinate and submit plan drawings to the utility companies for review and comments.
- Incorporate comments into the bid documents.
- Prepare final cost estimate for the project.
- Furnish two (2) sets of plans and specifications for each construction package to the City.

B. Special Services –Design Phase

1. Reproduction

- Costs for reproduction i.e., reproduction of plans, specifications will be invoiced under this item.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

II. BID PHASE SERVICES

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisement.
- Dispense construction documents via the Civcast online plan room (by Amtek USA) to prospective bidders.
- During the bidding phase, provide information to and answer questions from prospective bidders regarding the Project’s construction documents.

- Prepare agenda for the pre-bid meeting.
- Conduct a pre-bid conference for prospective bidders.
- Prepare project addendums as necessary.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.
- Prepare an engineering letter of recommendation for City Commission award of the construction contract.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services - Construction Administration Services:

- Prepare contract documents for execution by the successful bidder.
- Review bond and insurance data included in the executed contract documents provided by the Contractor and submit to City.
- Prepare an agenda for the pre-construction conference.
- 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 as necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Part time site representation is not included in this scope.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety

precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Require and monitor Contractor in maintaining a set of record plans. Engineer shall provide one set of reproducible record plans.

B. Special Services – Construction Phase

1. Construction Evaluation Services:

- Review pre-rehabilitation television inspection data provided by the construction Contractor and verify the method of rehabilitation. Approximately 17,250 L.F. of sanitary sewer pipe video data will be reviewed as part of this project. The actual footage of lines that will be reviewed will not be known until the completion of the pre-television inspection efforts by the construction contractor.
- Provide documentation of the review and coordinate with the Contractor during construction. Evaluation of the pre-rehabilitation television inspection provides the City access to the Contractor's pre-construction video inspection data and provides the City the ability to verify the rehabilitation prior to the construction contractor performing the work.
- Coordinate the rehabilitation efforts with the construction Contractor.
- Review post-rehabilitation television inspection data of approximately 17,250 L.F. of sanitary sewer pipe. Evaluation of post construction inspection video data provides a good measure of quality control.
- Coordinate the findings of the post-rehabilitation television inspection data review efforts with the City.

2. Construction Observation Services:

- Provide one construction observer (site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. This proposal is based on the Construction Inspector being on-site an average of 22 hours per week during the duration of active construction. ARKK personnel will coordinate with the City and the Construction Contractor regarding the construction activities.
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The site representative will take periodic photographs of the construction progress and of key items of concern.
- The on-site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide

further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

- The on-site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- The on-site representative will review the Contractor's quantity measurements, the Contractor's payment request and make recommendation of payment of the periodic pay request to ARKK's project manager.
- ARKK will process daily reports and other administrative office duties.
- ARKK will track and document costs associated with the work.

3. Construction Materials Testing:

- Construction materials testing is included in this proposal as a budgetary item. It is anticipated that a separate construction testing firm mutually agreeable to the City of Texas City (City) and ARKK will be utilized as a subcontractor to ARKK to perform the testing services. The City has the option to contract directly with the materials testing firm.

FEE

The fees for the services are as follows:

Design Services: Lump Sum amount of:	\$82,400.00
Reproduction: lump sum amount of:	\$500.00
Bid Phase: lump sum amount of:	\$1,750.00
Construction Administration Services: lump sum amount of:	\$ 18,875.00
*Construction Materials Testing Budget: (Cost plus 10%)	\$ 2,000.00
*Construction Observation: (Hourly and cost plus 10%)	\$69,950.00
Construction Evaluation Services: lump sum amount of:	<u>\$24,375.00</u>
Total Fee	\$199,850.00

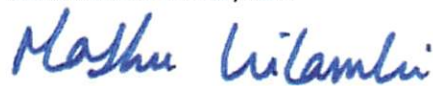
*At this time the magnitude of these tasks are not known. Therefore budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have an under run or by contract amendment.

The anticipated construction contract duration for the project is estimated to be 210 calendar days. The construction observation budget is based on providing a project site representative an average of 22 hours/week for 210 calendar days (in conjunction with the Water Line Replacement Phase 17 Project). The fee includes hourly costs for a project site representative, and vehicle charge of \$35/day. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

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. Jack Haralson – 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

RESOLUTION NO. 19-127

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC. TO PROVIDE ENGINEERING SERVICES FOR THE SANITARY SEWER REHABILITATION PROGRAM – PHASE 19; 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 design services for Sanitary Sewer Rehabilitation Program – Phase 19; and

WHEREAS, ARKK Engineers, LLC, has submitted an Agreement for Service for the design services with respect to the design and construction of Sanitary Sewer Rehabilitation Project –Phase 19; and

WHEREAS, the cost for the design services, as set out on the attached proposal, is approximately \$199,850.00

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 design services for the Sanitary Sewer Rehabilitation Project –Phase 19 in the amount of \$199,850.00.

SECTION 2: That the Mayor is hereby authorized to execute the Agreement for Service 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 20th day of November 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(7) (i)

Meeting Date: 11/20/2019

Engineering Services for the Westbury Drainage Improvements Project

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-128, approving the execution of an Engineering Services Agreement with ARKK Engineers, LLC for the Westbury Drainage Improvements Project. (Public Works)

BACKGROUND

ARKK Engineers, LLC. has submitted an Agreement For Services for the Westbury Drainage Improvements Project for the sum of \$121,170.00. This includes: Design phase, bid phase, construction administration services, storm water pollution prevention plan.

A copy of the agreement is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute this Agreement For Services with ARKK Engineers, LLC., on behalf of the City Commission, for engineering services on the Westbury Drainage Improvements Project.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
RES

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 2019, by and between ARKK Engineers, LLC. ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering and Construction Phase Services for the City of Texas City's "**Westbury Drainage Improvements Project**" ("Project").

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

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

documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.

3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.
4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducible of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: **\$121,170.00** for Design, Bid, and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.

9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.
13. Home Rule Municipality

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City

Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

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

ARKK ENGINEERS, LLC.
Consultant

BY: Madhu Kilambi
MADHU KILAMBI, P.E.
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS
Client

BY: _____
MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____
City Secretary



ATTACHMENT "A"

November 7, 2019

Mr. Jack Haralson
Director of Public Works
City of Texas City
301 6th Street North
Texas City, Texas 77592

Re: Proposal for Engineering Design and Construction Phase Services for City of Texas City's
"Westbury Drainage Improvements Project"
City of Texas City, Texas

Dear Mr. Haralson:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design and construction phase services for the above referenced project. This proposal is based on our understanding of the project as discussed in our previous meetings and conversations with City staff. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

This project involves providing engineering design and construction phase services for the installation of a drainage relief pipeline. The drainage relief storm sewer pipeline is estimated to be a 48-inch diameter pipe, beginning at its upstream end near the intersection of 29th Street and 21st Avenue North. The storm sewer would redirect stormwater flows to the west via a drainage easement a distance of approximately 1,600 linear feet to outfall directly into one of the City's major outfall channels (Ditch 34H). The estimated project cost of these drainage improvements is \$750,000, which include construction costs, 20% construction contingency and professional fees.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as associated Surveying, Geotechnical, and other services necessary to support the project. The proposal is separated into Basic Services (civil engineering services) and Special Services.

The following section details the scope of engineering services proposed for this Project.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Research and gather existing relevant data on the project such as existing utility information, pipeline crossings, as available.
- Coordinate with private utility companies, and other entities that may be involved to obtain information on their existing facilities and requirements that may impact this project. Coordinate with utility companies on potential conflicts with the proposed improvements.
- Coordinate with the surveying firm and authorize the topographic survey for the project.
- Plot survey data of the proposed alignment.
- Provide design for the drainage, pavement repair, sidewalk repair, and any required water and sanitary sewer adjustments for the project area.
- Obtain any available record drawings from the City.
- Coordinate with other governmental entities which may be impacted by the project.
- Prepare project specifications, bid documents, and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide two (2) draft sets of plans and specifications for review and comments.
- Incorporate appropriate comments from pertinent entities into the final bid documents.
- Complete coordination with other governmental entities or utility agencies in regard to the project. Assist the City in obtaining and/or securing approvals required by all governmental authorities with jurisdiction over the design and/or the operation of the project and public and private utilities affected by this project. This assistance will involve the usual expected coordination and approval process. When the process involves work beyond the expected, such as special designs, appearances at special meetings, coordination of utility/pipeline excavation efforts, permitting

applications, etc., such work would be considered under the Additional Services portion of this proposal.

- Prepare an engineer's cost estimate for the project.
- Furnish three (3) sets of construction documents to the City.

B. Special Services - Design Phase

1. Storm Water Pollution Prevention Plan

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

2. Survey Services

- Conduct topographic survey of the project alignment.
- Prepare easement survey and survey drawing exhibits for storm sewer easements to the City of Texas City from two landowners along the proposed 48" storm sewer route. Survey exhibits with metes and bounds description to be prepared on 8 ½ "x 11" sheets suitable for filing with the Galveston County Clerk's Office
- Include surface features along the project route and measure downs on inlets, manholes and water valves and roadway cross-sections at periodic intervals.
- Utilize a survey sub-consultant mutually agreeable to the City and ARKK.

3. Geotechnical Services

- Perform a geotechnical investigation of the project area. A budget for 60 V.F. of soil borings is included in this proposal.
- Utilize a geotechnical subconsultant mutually agreeable to the City and ARKK.

4. Reproduction

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports.

- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

II. BID PHASE SERVICES

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisement.
- Dispense construction documents via the Civcast online plan room (by Amtek USA) 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.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Administration Services

- Prepare construction contracts for execution by the Contractor and the City.
- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.

- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Engineer shall provide one set of reproducible record plans based on the Contractor's red line marked up as-built drawings.

B. Special Services – Construction Phase

1. Construction Support Services

- Periodically observe the progress of construction activities and to assist in the interpretation of plans and specifications. The estimated construction contract duration for the project is estimated to be 4 months. The construction observation budget allocated for this project is based on providing one (1) project representative an average 20 hours/week for the 4 month construction duration.
- ARKK's representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- Provide engineering and technical office personnel support during the construction phase.
- This support will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make

ARKK responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

- ARKK's representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- ARKK's representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- ARKK staff will process daily reports and other administrative office duties.

2. Construction Materials Testing:

- Construction materials testing is included in this proposal as a budgetary item. It is anticipated that a separate construction testing firm mutually agreeable to the City of Texas City and ARKK will be utilized as a subcontractor to ARKK to perform the testing services. The City has the option to contract directly with the materials testing firm.

FEE

Design Phase Services: lump sum amount of	\$49,970.00
*Surveying: Subcontractor's Cost plus 10%	\$6,590.00
*Geotechnical Investigation: Subcontractor's Cost plus 10%	\$5,610.00
Storm Water Pollution Prevention Plan: lump sum amount of	\$750.00
Reproduction: lump sum amount of:	\$500.00
*Miscellaneous Services: Cost plus 10%	\$2,500.00
Bid Phase Services - Lump Sum Amount of:	\$1,750.00
Construction Administration Services: lump Sum	\$ 12,250.00
*Construction Support Services: (Hourly and cost plus 10%) :	\$37,750.00
*Construction Materials Testing Budget: (Cost plus 10%)	<u>\$3,500.00</u>
TOTAL FEE:	\$121,170.00

* At this time the magnitude of these tasks are not known. Therefore budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run or by contract amendment.

A budget for miscellaneous services is included to cover additional tasks which may occur during the progress of the work. Such tasks will only be performed upon approval by the City. Hourly charges for office personnel shall be charged based on a raw labor rates times a multiplier of 2.99, reimbursable expenses will be charged at cost plus 10% and mileage will be charged at the current IRS prevailing rate. The construction support fee includes hourly costs for a project site representative, and vehicle charges of \$35.00 per day. Hourly charges for the project Site Representative shall be charged based on a raw labor rate times a multiplier of 2.70.

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

Sincerely,
ARKK ENGINEERS, LLC.



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

ATTACHMENT "B"

INSURANCE LIMITS

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

RESOLUTION NO. 19-128

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC. TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN THE WESTBURY DRAINAGE IMPROVEMENT PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Planning Department is requesting the approval of an Engineering Services Agreement with ARKK Engineers, LLC, to provide design services for the Westbury Drainage Improvements Project; and

WHEREAS, ARKK Engineers, LLC, has submitted an Agreement for Service for the design services with respect to the design and construction of the Westbury Drainage Improvements Project; and

WHEREAS, the cost for the design services, as set out on the attached proposal, is approximately \$121,170.00.

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 design services for Westbury Drainage Improvements Project in the amount of \$121,170.00.

SECTION 2: That the Mayor is hereby authorized to execute the Agreement for Service 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 20th day of November 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(7) (j)

Meeting Date: 11/20/2019

Submitted For: Dennis J Harris, Recreation and Tourism

Submitted By: Rhomari Jackson, City Secretary

Department: Recreation and Tourism

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-129, approving the purchase, delivery, and installation of a Playground Unit for Steed Park from Playpower LT Farmington, Inc. through BuyBoard, a local government purchasing cooperative. (Recreation and Tourism)

BACKGROUND

The current playground in Steed Park is in disrepair and is in need of replacement. This replacement would include national playground standards for fall surfacing. Funds are available in the 2019-2020 budget.

ANALYSIS

It is the recommendation of the Parks, Recreation & Tourism Department to award the purchase, delivery and installation of a playground unit for Steed Park from Playpower LT Farmington, Inc. Buyboard (contract #529-19) in the amount of \$62,916.03.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Res

RESOLUTION NO. 19-129

A RESOLUTION APPROVING THE PURCHASE, DELIVERY, AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR STEED PARK THROUGH BUYBOARD, A LOCAL GOVERNMENT PURCHASING COOPERATIVE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Recreation and Tourism Department requests approval for the purchase, delivery, and installation of a playground unit for Steed Park from Playpower Ltd. through BuyBoard, a Local Government Purchasing Cooperative Program; and

WHEREAS, it is the recommendation of the Recreation and Tourism Department to award the above BuyBoard purchase to Playpower Ltd. for the purchase price of \$62,916.03.

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, delivery, and installation of a playground unit for Steed Park from Playpower Ltd. through BuyBoard, a Local Government Purchasing Cooperative Program, for a total price of \$62,916.03 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 20th day of November 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(7) (k)

Meeting Date: 11/20/2019

2020-372 NEW 2020 VARIOUS TRUCKS

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Consider and take Action on Resolution No. 19-130, approving the purchase of six (6) vehicles for various City Departments. (Purchasing)

BACKGROUND

On October 15, 2019 bid packets were mailed to area vendors and bids were opened Tuesday, November 5, 2019 at 2 pm.
A bid tabulation is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to split this purchase between McRee Ford and Silsbee Ford. Specifications A - C would go to Silsbee Ford as the lowest bidder on those items and Specification D (3 F250 work trucks) to McRee Ford. All vehicles bids are under the budgeted amount listed in the 2019 / 2020 Annual Budget. The total amount of this purchase is \$164,376.06.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Res

BID TABULATION

2020-372 NEW 2020 VARIOUS TRUCKS

Bid Opening: Tuesday, November 05, 2019 at 2:00 p.m.

<u>BIDDER</u>	<u>SPEC. A</u> 2020 1 Ton 4X4 Work Truck	<u>SPEC. B</u> 2020 ¾ Ton 4X2 Service Body	<u>SPEC. C</u> 2020 4X2 ½ Ton Extended Cab Pickup	<u>SPEC. D</u> 2020 4X2 ¾ Ton Work Truck (x 3)	<u>TOTAL</u>
Tommie Vaughn	NO BID	NO BID	NO BID	NO BID	NO BID
Silsbee Ford	\$31,309.00	\$31,575.00	\$27,572.00	NO BID	\$90,456.00
McRee Ford	NO BID (BID ¾ TON NOT 1 TON)	\$31,984.52	\$29,322.51	\$24,640.02 (\$73,920.06)	\$135,227.09
Cook Ford	NO BID	NO BID	NO BID	NO BID	NO BID

RESOLUTION NO. 19-130

A RESOLUTION APPROVING THE PURCHASE OF SIX (6) WORK TRUCKS FOR THE PUBLIC WORKS DEPARTMENT; 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 six (6) work trucks; and

WHEREAS, the purchases are going to be split with three (3) work trucks purchased at McRee Ford and three (3) work trucks purchased at Silsbee Ford; and

WHEREAS, funds for this purchase are in the City's 2019/2020 budget.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of six (6) works for a total price of \$164,376.06, 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 20th day of November 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(7) (I)

Meeting Date: 11/20/2019

2020-075 BASALT ROCK ANNUAL CONTRACT

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-131, awarding the annual contract for Bid # 2020-075 Basalt Rock Annual Contract. (Public Works)

BACKGROUND

On October 24, 2019 a "Notice to Bidders" was published in the local paper and a bid packet was mailed to Vulcan Materials. No other vendors requested a packet. The bid was opened on November 8, 2019. The bid received met all of the requirements.

A bid tabulation is attached for your review.

ANALYSIS

it is the recommendation of the Public Works Department to award Bid # 2020-075 Basalt Rock Annual Contract to Vulcan Materials for the prices listed and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A

RES

BID TABULATION

2020-075 BASALT ROCK ANNUAL CONTRACT

Bid Opening: Thursday, November 07, 2019 at 2:00 p.m.

<u>BIDDER</u>	<u>Basalt Rock</u>
VULCAN MATERIALS	GRADE 3 \$68.32 GRADE 4 \$68.32 GRADE 5 \$68.32

RESOLUTION NO. 17-131

A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR THE PURCHASE AND DELIVERY OF SURFACE TREATMENT ROCK, BASALT ROCK; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on October 24, 2019, a “Request for Bidders” was advertised in the local paper for Surface Treatment Rock, Basalt Rock annual contract, Bid No. 2020-075; and

WHEREAS, bids opened on November 8, 2019, and the only bid received meeting all specifications was submitted by Vulcan Materials of San Antonio, Texas.

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

SECTION 1: That the successful bidder for the purchase and delivery of Surface Treatment Rock, Basalt Rock annual contract, Bid No. 2020-075, is Vulcan Materials.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with Vulcan Materials, for the purchase and delivery of Surface Treatment Rock, Basalt Rock contract, Bid No. 2020-075, for the respective unit price bid in “**Exhibit A**”, as attached hereto and incorporated herein 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 20th day of November, 2019.

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

ATTEST:

APPROVED AS TO FORM:

James Hartshorn
City Secretary

W. Rhys O’Farrell
Acting City Attorney

CITY COMMISSION REGULAR MTG

(7) (m)

Meeting Date: 11/20/2019

Utility Services Agreement Between Texas City, Land Tejas Lago Mar, and GCMUD No. 56

Submitted For: Doug Kneupper, Transportation and Planning

Submitted By: Doug Kneupper, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 132, authorizing the City to enter into a Utility Services Agreement with Land Tejas Lago Mar, L.L.C., and Galveston County Municipal Utility District No. 56. (City Engineer)

BACKGROUND

When the initial agreements, authorizations, and plans for Lago Mar were first being considered, there was an agreement, similar to this one, between the City, Developer and GCMUD No. 54. At the time, the plan was for MUD No. 54 to be the "Master MUD" and all regional utility projects in Lago Mar would be funneled through MUD No. 54 as a means to provide appropriate reimbursements to the Developer.

When the agreements were being developed for Tanger Outlets, the original MUD No. 54 agreement was modified to restrict MUD No. 54 to only participate in utility projects affecting MUD No. 54. This eliminated the "Master MUD" concept. From this point forward, each individual MUD within Lago Mar would need to create specific Utility Service Agreements that would fund and reimburse for utility projects that provided capacity for development in the individual MUD.

MUD No. 56 is the area in Lago Mar where the single-family residential development is currently underway. The City and Developer have identified a need for a utility project; a one million gallon elevated water storage tank. This storage tank will provide water distribution capacity for future development in Lago Mar that will primarily be in MUD No. 56.

It is anticipated that other MUDs in Lago Mar (i.e. MUDs 57, 58, and 59) will create similar Utility Services Agreements, when needed, to construct, fund, and/or reimburse for specific utility projects.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

- Utility Services Agreement
- RES
- Map of Lago Mar MUDs



UTILITY SERVICES AGREEMENT

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is entered into as of _____, 2019, between **THE CITY OF TEXAS CITY, TEXAS**, a home rule municipality located in Galveston County, Texas (the "City"), **LAND TEJAS LAGO MAR, L.L.C.**, a Texas limited liability company (the "Developer"), and **GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 56**, a conservation and reclamation district and a political subdivision of the State of Texas (the "District").

Recitals

The City is a municipal corporation that provides a full-range of governmental services to its citizens. The City owns and operates water production and distribution and wastewater collection and treatment facilities, and provides other municipal services.

The District is a municipal utility district created by an Order of the TCEQ on February 21, 2007, located within the City and comprising 1015.77 acres, as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property").

The Developer and the District wish to contract with the City to obtain from the City water production and wastewater treatment services for the Property.

The District intends to construct and finance a regional water supply and distribution system, wastewater collection and treatment system improvements to serve the Property and other areas adjacent or near the Property (the "Service Area"). Such improvements shall be financed in accordance with the terms and conditions of cost-sharing agreements entered into between the District, the City, the Developer, and any additional affected conservation and reclamation districts (each, a "Regional District"), as set forth in this Agreement.

The Developer wishes to contract with the District for the District to provide for the construction and financing of (i) water distribution, wastewater collection, and storm sewer drainage facilities to serve the Property, which may be transferred to the City for ownership, operation, and maintenance after completion and acceptance by the City, and (ii) lakes, ponds, and other detention facilities and open ditches, open drainage channels, and other open stormwater drainage improvements to serve the Property, to be owned, operated and maintained by someone other than the City, all subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City, the Developer, and the District agree as follows:

**ARTICLE 1.
DEFINITIONS**

Unless the context indicates otherwise, capitalized terms used in this Agreement shall have the following meanings:

City means the City of Texas City, Texas.

City Water System means all the water production pumps, lines, meters, components, facilities, and equipment owned and used by the City to pump, treat, monitor, convey, supply, and distribute water to the public.

City Wastewater System means all the wastewater treatment facilities, lines, components and equipment owned and used by the City to collect, convey, treat, monitor, regulate, and dispose of wastewater.

CIP Improvements means the improvements to the City Water System and City Wastewater System that are necessary to serve the needs of the Service Area, and that have been included in the City's Capital Improvement Plan.

District means Galveston County Municipal Utility District No. 56, and all land to be included in the District at creation and thereafter.

District System means the District Water System, the District Wastewater System, and any drainage facilities necessary to serve the Property.

District Water System means the on-site water supply and distribution system that will be constructed by the Developer or the District for the distribution of potable water to serve the Property, ending at the Point of Water Connection.

District Wastewater System means the wastewater system that will be constructed by the Developer or the District to serve the Property for the collection of wastewater received from customers on the Property, ending at the Point of Wastewater Connection, and will include any sewer force main, booster pumps and lift stations that will be required to transport wastewater to the Point of Wastewater Connection.

Point of Water Connection means that point where the District Water System connects to the City Water System at a location determined by the City Engineer or his designee.

Point of Wastewater Connection means that point where the District Wastewater System connects to the City Wastewater System at a location determined by the City Engineer or his designee.

Regional CIP Facilities means the regional water and wastewater facilities to serve the Service Area that are included in the City of Texas City CIP Plan.

Submerged Storm Sewer means the portion of a storm sewer system where the flow line of the storm sewer pipe lies below the designed permanent water surface elevation.

TCEQ means the Texas Commission on Environmental Quality and any successor agencies exercising any of its duties and functions related to municipal utility districts.

Wastewater means the water-carried wastes, exclusive of ground, surface, and storm waters, normally discharged from the sanitary conveniences of dwellings, including apartments, houses, hotels, office buildings and institutions, of a domestic, not industrial, nature, meeting the requirements of the City set forth in the City's Code of Ordinances, as may be amended or superseded by the City from time to time.

Wastewater Services means the services provided by the City in receiving, treating, testing, and disposing of Wastewater from the District Wastewater System to the City Wastewater System in accordance with this Agreement.

Water means potable water that meets federal and state standards for consumption by humans.

Water Services means the services provided by the City in producing and distributing Water from the City Water System to the District Water System in accordance with this Agreement.

ARTICLE 2. DISTRICT SYSTEM AND DETENTION

2.1 Construction of District System, Open Drainage, and Detention.

2.1.1 The Developer or the District will finance, design, and construct the District System as required to serve the Property pursuant to plans and specifications approved by the City in accordance with the Consent Conditions and applicable laws and ordinances. The District Water System shall include all facilities necessary to convey water from the Point of Water Connection to the customers located on the Property. The District Wastewater System will include all facilities necessary to transport Wastewater from the customers located on the Property to the Point of Wastewater Connection. If the District System is constructed by the District rather than the Developer, the Developer will advance to the District all funds necessary to finance the District System. In financing the District System, the District shall comply with all TCEQ rules, regulations,

and requirements, particularly the "economic feasibility" rules. As the Project is developed, the Developer shall finance, and the City or the District, as applicable, shall construct the CIP Improvements to the extent that the City does not have adequate funds on hand to construct such improvements in accordance with the terms and conditions of the Development Agreement entered into between the City and the Developer.

Neither the Developer nor the District will construct any irrigation wells without the consent of the City. Any irrigation wells constructed, controlled or regulated by the Developer or the District will be constructed to prevent any cross-contamination with the District Water System or the City Water System, and all plans therefor shall be submitted to the City for review and approval, and as-built drawings shall be provided to the City upon completion.

The plans and specifications for the District System, as well as any extensions, additions, or modifications thereto, shall be submitted to the City for review and approval prior to the installation or construction of same by the Developer or the District. Subject to the provisions of Article IV, the District System, or modifications thereto, shall be designed and constructed in accordance with City standards and specifications, the requirements of Galveston County, the TCEQ, and any other governmental agency having or acquiring jurisdiction over such systems. All easements in which any part of the District System are to be constructed or installed shall be dedicated to the public for installation of public utilities.

The Developer and the District agree that all construction contracts for the District System that will be ultimately conveyed to the City shall require standard payment and performance bonds for public projects and a one-year warranty/maintenance bond to the Developer or the District, assignable to the City, in compliance with the bonding requirements of the City then applicable to the construction of public facilities. The Developer shall assign its rights under such bonds and warranties to the City upon conveyance of the District System, or any components thereof, to the City.

- 2.1.2 Upon completion of facilities comprising a component of the District System in accordance with all permits and approvals and upon acceptance thereof by the City, the Developer or the District, as applicable, or both, will convey such facilities to the City, free and clear of all liens and encumbrances (but subject to the Developer's rights of reimbursement from the District for funds advanced by the Developer to the District, if

any, with respect thereto) for ownership, operation and maintenance by the City. The Property shall have reserved to it all capacity funded by the Developer or the District in any conveyed facilities; provided that any excess capacity not required to serve the Property following full build-out within the Property shall be available to the City to serve other areas. The conveyance instrument shall be in the form attached hereto as Exhibit "B". The City shall incorporate conveyed facilities into the City System and shall serve the Property with water production and wastewater treatment capacity as reasonably required in conjunction with the development of the Property. The City shall bill and collect for services from its customers, including customers located on the Property. All revenues from conveyed facilities shall be the property of the City.

- 2.1.3 The Developer or the District will finance and construct all lakes, ponds, and other detention facilities and open ditches, open drainage channels, and other open stormwater drainage improvements and the City will have no responsibilities with respect thereto. The detention facilities, if any, will be constructed in accordance with the requirements of the City, Galveston County, and any applicable drainage district, and will be maintained by the District or by the property owners' association or associations serving the Property, as appropriate.

2.2 Standard of Service. After conveyance of any component of the District System, services that are provided by the City to the Property under this Agreement shall be substantially equivalent in quality to the water and wastewater services the City provides to other City customers not located on the Property. Charges, fees and rates of City customers on the Property shall be the same as similarly situated customers within the City as a whole. Property residents will be required to request service, taps and other service requirements from the City.

2.3 Inspection by the City. Consistent with the Consent Conditions, the City shall have access at all reasonable times to inspect the construction of the District System as the City deems necessary or desirable to verify compliance with this Agreement. The District and/or Developer shall pay the City for the City's costs associated with such inspections.

2.4 No Tax Rebate. The City does not have any ad valorem tax that overlaps the services to be financed by the Developer with its own funds or the District with its ad valorem taxes; therefore, the City will not rebate any of its ad valorem taxes to the Developer or the District.

2.5 Projection of New Improvements. To enable the City to effectively manage its water and wastewater system capacities, the Developer or the District shall provide to the City by September 30 of each year during the term of this Agreement, a

written projection of the new improvements within the District expected to be connected to the City Water System and the City Wastewater System within the coming year and such other related information as the City may reasonably require.

2.6 Letter of Capacity Assurance. The City agrees that the City Engineer shall, upon reasonable request from the owner of platted property within the District, confirm water and wastewater utility availability for such platted property. If, at any time during the term of this agreement, the City is unable to provide water or wastewater treatment capacity to serve the needs of the District after a written request therefor from the District, the Developer or the District may finance the next phase of improvements to the City's water or wastewater treatment facilities which shall serve, at a minimum, the remaining needs of the District. The parties acknowledge that the City's inability to provide water or wastewater treatment facility capacity may negatively impact and hinder construction in the District, therefore, the City will give written notice to the District at such time as 90 percent of the capacity in its water or wastewater treatment facilities is actually being used. Any construction at the City's water supply or wastewater treatment facilities sites will be designed and managed by the City Engineer, who may impose reasonable requirements and conditions for the construction.

Subject to the provisions of Article III, the Developer, the District, or their designee shall be entitled to a credit against City water or wastewater impact fees, as appropriate, to the extent of any funds advanced by the Developer or the District for improvements to the City's water and wastewater treatment capacity. To the extent allowed by law and the City's impact fee ordinance, City water or wastewater impact fees, as appropriate, generated from development in the City outside of the Property served by the improvements to the City's water or wastewater treatment capacity financed by the Developer or the District shall be used to reimburse the Developer or the District for funds advanced for improvements to the City's water and wastewater treatment capacity, to the extent that the Developer or the District advanced funds in excess of the total amount of City water or wastewater impact fees owed for the Property. The Property shall have reserved to it all capacity funded by the Developer or the District in any facilities constructed under this section; provided that any excess capacity not required to serve the Property following full build-out within the Property shall be available to the City to serve other areas.

ARTICLE 3. REGIONAL FACILITIES

3.1 Regional CIP Facilities. All construction of Regional CIP Facilities will be completed pursuant to plans and specifications consistent with the City's CIP Plan and approved by the City. Each affected Regional District in the Service Area will contract with the District, the City, and the Developer to assist in the financing of the Regional Facilities required to serve development within the Service Area (each such agreement

being referred to herein as a "Cost Sharing Agreement"). Each Cost Sharing Agreement shall specifically provide for (i) which entity or entities shall be responsible for the management of the design and construction of the Regional CIP Facilities, (ii) capacity and cost allocation for such Regional CIP Facilities, (iii) timing of payments for reimbursable costs related to the construction of such Regional CIP Facilities, (iv) use of impact fees and/or TIRZ funds, if applicable, and (v) provisions for cost-sharing among entities that subsequently receive capacity from such Regional CIP Facilities.

3.2 Conveyance of Regional CIP Facilities to the City. If the District designs and constructs a Regional CIP Facility, upon the completion of such Regional CIP Facility in accordance with all permits and approvals and upon acceptance thereof by the City, the District will convey such facilities to the City, free and clear of all liens and encumbrances (but subject to the Developer's rights of reimbursement from the District for funds advanced by the Developer to the District, if any, with respect thereto) for ownership, operation and maintenance by the City. The District shall have reserved to it all capacity funded by the District or the Developer in any conveyed Regional CIP Facility; provided that any excess capacity not required for the Service Area following full buildout within the Service Area shall be available to the City to serve other areas. The conveyance instrument shall be in the form attached hereto as Exhibit "B". The City shall incorporate conveyed Regional CIP Facilities into the City System and shall serve the Service Area with water production and wastewater treatment capacity as reasonably required in conjunction with the development of the Service Area.

ARTICLE 4, SPECIAL PROVISIONS

4.1 Special Provisions Relating to Water. The following special provisions relate to the construction and operations of the Regional District System with respect to water facilities, and the District Water Systems:

4.1.1 The design will be based on the specifications and details provided by the City of Texas City Ordinances, Chapter 159 for Subdivisions and details located on the City of Texas City website as of the date the preliminary plat is submitted for review with the exception of major design considerations as noted below. The TCEQ and the City of Houston criteria dated September 2018, or as may be subsequently amended, and Harris County criteria published January 1st, 2019, or as may be subsequently amended, will be applied for items not addressed by the Texas City criteria or noted below. In the event of a conflict between TCEQ, Harris County, and City of Houston design criteria, the stricter shall apply.

4.1.2 Each fire hydrant shall have a minimum capacity of 750 gallons per minute with a residual of 40 PSI based on a supply pressure from the City of 55 PSI at the point of connection to the District.

4.1.3 A flow of 428 gallons per day per equivalent single-family connection shall be used for design.

4.1.4 Water lines shall be constructed with C-900 pipe for pipe with 12-inch and smaller diameter and C-905 pipe for pipe with 16-inch and greater diameter.

4.1.5 All water piping in wet sand conditions shall be constructed using City and AWWA Standards.

4.1.6 Any interconnect or temporary water facilities connecting the Service Area to any other water supply system must be approved by the City. Any application to the TCEQ for a waiver of elevated storage requirements must be approved by the City prior to submittal.

4.1.7 The use of raw surface water from GCWA if approved by GCWA and effluent from a wastewater treatment plant that complies with TCEQ regulations may be used for make-up water for amenity lakes and landscaping irrigation.

4.1.8 Easement widths shall be based on City of Houston requirements where the City of Texas City criteria is not applicable.

4.1.9 The use of dead end water lines should be allowed in cul-de-sacs as follows: If less than 15 connections, with a minimum 6-inch diameter water line that dead ends at a fire hydrant. If 16 to 30 connections, with a minimum 8-inch diameter water line that dead ends at a fire hydrant. If over 30 connections looping will be required.

4.1.10 The maximum valve spacing should be 1,000 feet for 6-inch to 12-inch pipe and 2,000 feet for 16-inch to 20-inch pipe.

4.1.11 The use of two valves at "T" intersections and three valves at cross intersections is generally required.

4.2 Special Provisions Relating to Wastewater. The following special provisions relate to the construction and operations of the Regional District System with respect to wastewater facilities, and the District Wastewater Systems:

4.2.1 The design will be based on the specifications and details provided by the City of Texas City Ordinances, Chapter 159 for Subdivisions and details

located on the City of Texas City website as of the date the preliminary plat is submitted for review with the exception of major design considerations as noted below. The City of Houston criteria dated September 2018, or as may be subsequently amended, and Harris County criteria published January 1st, 2019, or as may be subsequently amended, will be applied for items not addressed by the Texas City criteria or noted below. In the event of a conflict between Harris County, and City of Houston design criteria, the stricter shall apply.

4.2.2 Lines depth shall not exceed 18 feet. However, requests to allow depths over 18 feet will be considered on an individual basis based on soil conditions and other factors that may affect overall line depth.

4.2.3 Manholes should be spaced at a maximum of 500-feet for 8-inch to 12-inch pipe and a maximum of 800-feet for 18-inch to 48-inch pipe based on City of Houston criteria.

4.2.4 A flow of 315 gallons per day per equivalent single-family connection shall be used for design.

4.2.5 The use of SDR 26 pipe for 15-inch and smaller sanitary sewer and HOBAS for 18-inch and larger sanitary sewer should be allowed.

4.2.6 All wastewater piping in wet sand conditions shall be constructed using special bedding, when applicable.

4.2.7 The minimum easement widths shall be based on City of Houston requirements where the City of Texas City criteria is not applicable.

4.3 Special Provisions Relating to Drainage. The following special provisions relate to the construction and operations of the Regional District System with respect to drainage facilities, and the District Systems for drainage:

4.3.1 The design will be based on the specifications and details provided by the City of Texas City Ordinances, Chapter 159 for Subdivisions and details located on the City of Texas City website as of the date the preliminary plat is submitted for review with the exception of major design considerations as noted below. The City of Houston criteria dated September 2018, or as may be subsequently amended, and Harris County criteria published January 1st, 2019, or as may be subsequently amended, will be applied for items not addressed by the Texas City criteria or noted below. In the event of a conflict between Harris County and City of Houston design criteria, the stricter shall apply.

4.3.2 Drainage hydraulic calculations should be designed to the criteria addressed by Galveston County Drainage District No. One or Galveston County Drainage District No. Two (as applicable).

4.3.3 Twenty-five percent of the Service Area may contain Submerged Storm Sewers. Storm sewer siphons are not allowed. All Submerged Storm Sewers must be constructed with HOBAS pipes or the equivalent and provided with plugging systems to allow isolation of Submerged Storm Sewers for repair or inspection.

4.3.4 All drainage lines in wet sand conditions shall be constructed using special bedding, when applicable.

4.3.5 Easement widths shall be based upon requirements of the City of Texas City.

4.3.6 Side slopes of drainage channels shall be as specified by a qualified geotechnical engineer.

ARTICLE 5. DISTRICT INDEBTEDNESS

5.1 Generally. Bonds will be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing under contract with the City, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, fire-fighting facilities, parks and recreational facilities, and street, road and bridge facilities or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District.

5.2 Bond and Other Financial Information Provided to City. The District shall provide the City with copies of all submittals to the TCEQ related to the approval of bonds issued by the District at the same time such information is submitted to the TCEQ. The District shall also provide the City with copies of the Preliminary Official Statement and Official Statement related to any bonds issued by the District at such time as such statements are approved by the District. The District will provide the City with a copy of the District's annual audit report at such time as the audit is approved by the District.

5.3 Refunding Bond Requirements. Any refunding bonds of the District must provide for a minimum of three percent (3%) present value savings and no maturity of the refunding bonds may extend beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

**ARTICLE 6.
MISCELLANEOUS**

6.1 Compliance with Laws and Regulations. The Developer and the District will promptly, at their sole cost, take whatever action is necessary relating to the construction of the District System in compliance with any federal or state law or regulation and the City discharge permits.

6.2 Records and Reports. The Developer and the District will promptly provide to the City upon request, and without charge, copies of any records or documents relating to the District System.

6.3 Term. This Agreement shall be effective as of the date of its approval by the City Commission (the "Effective Date") and shall remain in effect for an initial term of 50 years from the Effective Date and shall automatically renew for consecutive one-year terms thereafter unless otherwise terminated as provided for herein.

6.4 Termination for Default. Any party to this Agreement who believes that the other party to this Agreement has defaulted in the performance of any condition, term, or obligation owed to that party under the Agreement shall give written notice of the default to the defaulting party, specifying in detail the provision or provisions of the Agreement that have been breached and specifying what action must be taken to cure or correct the default. Should the party receiving the notice fail to correct the default within 60 days following receipt of the written notice, if such corrective action is within the power of the defaulting party, the party giving the notice of default may terminate this Agreement by giving a written termination notice to the defaulting party specifying the termination date.

6.5 Remedies Cumulative. The parties expressly agree that the remedy of specific performance of this Agreement is an appropriate and necessary remedy and agree that either party may employ the remedy of specific performance in the event of a breach of this Agreement. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all remedies, including specific performance and mandamus, may be availed of by any party and shall be cumulative of any other remedy herein specified.

6.6 Successors. Subject to Section 4.13 hereof, this Agreement shall be binding upon the successors or assigns of the parties hereto.

6.7 Force Majeure. If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest

practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder or in an inability of the City to provide Water or receive Wastewater, and any other incapacities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgment of the party experiencing such difficulty.

6.8 Applicable Law. This Agreement shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Agreement except in a court of competent jurisdiction located in Galveston County.

6.9 No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

6.10 Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other (except bills), must be in writing and may be given or be serviced by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to such party, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three days after it is so deposited. Notice given in any such other manner

shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Texas City, Texas
P.O. Box 2608
Texas City, Texas 77592
Attn: Mayor

If to the District, to:

Galveston County Municipal Utility
District No. 56
c/o Allen Boone Humphries Robinson
LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Greer Pagan

If to Developer, to:

Land Tejas Lago Mar, LLC
2450 Fondren, Suite 210
Houston, Texas 77063
Attn: Collin Campbell

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by written notice to the other parties at least 15 days prior to the effective date thereof.

6.11 Merger and Modification; Prevailing Terms. This Agreement, including the exhibits, along with the Consent Conditions embody the entire agreement between the parties relative to the subject matter hereof. This Agreement shall be subject to change or modification only with the written mutual consent of the parties. To the extent of any conflict between the Consent Conditions and the terms of this Agreement, the terms of this Agreement shall prevail.

6.12 Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

6.13 Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors. The City may give its written consent to a full or partial assignment of the Developer's duties and obligations hereunder to another entity that purchases all or any portion of the Property.

6.14 Benefits of Agreement. This Agreement is for the benefit of the City, the District and the Developer and their successors and assigns and shall not be construed

to confer any benefit on any other person or entity except as expressly provided for herein.

6.15 Consents and Approvals. Whenever this Agreement provides for the approval or consent of one of the parties, such consent or approval shall not be unreasonably withheld or delayed.

6.16 City Codes and Permitting Requirements. The Developer shall cause builders constructing improvements on the Property to comply with City codes and permitting requirements.

6.17 District Exercise of Eminent Domain Powers. The District shall not exercise its eminent domain powers without first obtaining the City's written consent to such exercise.

[EXECUTION PAGES FOLLOW]

**GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 56**

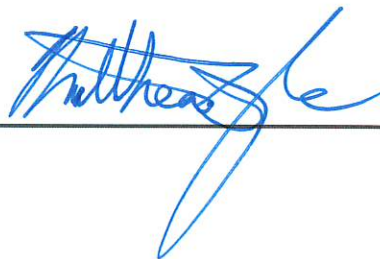
By: 
President, Board of Directors

ATTEST:

By: 
Secretary, Board of Directors

(SEAL)

CITY OF TEXAS CITY, TEXAS



Mayor

ATTEST:

City Secretary

(SEAL)

APPROVED AS TO FORM:

City Attorney

Exhibit "A"

Metes and Bounds Description of the District

Galveston County MUD 58
1,015.77 Acres

Alexander Farmer League, Abstract 11
Galveston County, Texas

STATE OF TEXAS §

COUNTY OF GALVESTON §

BEING 1,015.77 acres of land in the Alexander Farmer League, Abstract Number 11, in the City of Texas City, Galveston County, Texas, being out of a called 375.95 acre tract of land recorded under Galveston County Clerk's File Number 2013067170, Official Public Records of Real Property, Galveston County, Texas; a called 396.70 acre tract of land recorded under Galveston County Clerk's File Number 2013067172, Official Public Records of Real Property, Galveston County, Texas, Official Public Records of Real Property, Galveston County, Texas, and all of that certain called 217.73 acre tract recorded under County Clerk's File Number 2013067172, Official Public Records of Real Property, Galveston County, Texas, and all of that certain called 24.35 acre tract recorded under County Clerk's File Number 2006002502, Official Public Records of Real Property, Galveston County, Texas, Save and Except that certain called 0.1149 acre tract (Director Lot 4) recorded under County Clerk's File Number 2006056818, Official Public Records of Real Property, Galveston County, Texas, with all bearings based upon the south line of said called 217.79 acre tract as being South 88 degrees 02 minutes 38 seconds West (called South 88 degrees 02 minutes 38 seconds West);

BEGINNING at a 5/8 inch iron rod with cap stamped "Brown and Gay" found in the northerly line of Mark 45 Business Park, a subdivision recorded in Volume 18, Page 548 of the Galveston County Map Records for the most southerly southwesterly corner of a called 12.205 acre tract of land recorded under Galveston County Clerk's File Number 2000027987 and being the southeast corner and **POINT OF BEGINNING** of said called 376.53 acre tract and the herein described tract;

THENCE South 88 degrees 02 minutes 38 seconds West, along the south line of the herein described tract and the south line of said Alexander Farmer League, Abstract 11, same being the north line of said adjoining J. R. Pace League, Abstract 161, same being the northerly line of said Mark 45 Business Park, the northerly line of Orchard Place, a subdivision recorded in Volume 92, Page 462 of the Galveston County Deed Records, the south line of said called 376.53 acre tract, the north line of said adjoining Orchard Place Addition, and the north line of said adjoining called 9.615 acre tract, and along the north line of an adjoining called 5.00 acre tract recorded under County Clerk's File Number 201465202, Official Public Records of Real Property, Galveston County, Texas, the north line of an adjoining called 5.007 acre tract recorded under County Clerk's File Number 2004064964, Official Public Records of Real Property, Galveston County, Texas, the north line of the tract being called the West 432.5 feet of Lot 6 recorded under County Clerk's File Number 2004075089, Official Public Records of Real Property, Galveston County, Texas, the north line of the adjoining James Haggard Survey, Abstract 118, the north line of the adjoining Alta Loma subdivision, according to map or plat thereof recorded in Volume 113, Page 9, Map Records, Galveston County, Texas, the north line of an adjoining tract recorded under County Clerk's File Number 2001027629, Official Public Records of Real Property, Galveston County, Texas, the north line of an adjoining called 15.0 acre tract recorded under County Clerk's File Number 2002053268, Official Public Records of Real Property, Galveston County, Texas, the north line of an adjoining called 20-foot by 1,004.075-foot tract recorded in Volume 3169, Page 874, Deed Records, Galveston County, Texas, the north line of an adjoining called 3.04 acre tract recorded in Volume 3169, Page 868, Deed Records, Galveston County, Texas, the north line of an adjoining called 2.14 acre tract recorded in Volume 1863, Page 374, Deed Records, Galveston

Galveston County MUD 56
1,015.77 Acres

Alexander Farmer League, Abstract 11
Galveston County, Texas

County, Texas, and the north line of an adjoining tract recorded under County Clerk's File Number 2010008682, Official Public Records of Real Property, Galveston County, Texas, 8,353.00 feet to the southwest corner of the herein described tract and said called 217.73 acre tract same being the southeast corner of an adjoining called 179.82 acre tract recorded under County Clerk's File Number 2006002502, Official Public Records of Real Property, Galveston County, Texas

THENCE North 01 degree 57 minutes 22 seconds West along the common line of the herein described tract and said adjoining called 179.82 acre tract, 500.00 feet to the southwest corner of said called 0.1148 acre tract (Director Lot 4), same being the northwest corner of a called 0.1148 acre tract (Director Lot 3) recorded under County Clerk's File Number 2006056817, Official Public Records of Real Property, Galveston County, Texas;

THENCE North 88 degrees 02 minutes 38 seconds East along the south line of said Director Lot 4, same being the north line of said Director Lot 3, 100.00 feet to the southeast corner of said Director Lot 4, same being the northeast corner of said Director Lot 3;

THENCE North 01 degree 57 minutes 22 seconds West along the east line of Director Lot 4, 50.00 feet to the northeast corner of Director Lot 4, same being the southeast corner of a called 0.1148 acre tract (Director Lot 5) recorded under County Clerk's File Number 2006056819, Official Public Records of Real Property, Galveston County, Texas;

THENCE South 88 degrees 02 minutes 38 seconds West along the north line of Director Lot 4, same being the south line of Director Lot 5, 100.00 feet to the northwest corner of said Director Lot 4, same being the southwest corner of said Director Lot 5, and being in the west line of said called 217.73 acre tract, same being the east line of the aforementioned adjoining called 179.82 acre tract;

THENCE along the common line of the herein described tract and said adjoining called 179.82 acre tract with the following courses and distances:

North 01 degree 57 minutes 22 seconds West, 601.20 feet to the beginning of a non-tangent curve to the right;

Thence along the arc of said non-tangent curve to the right having a radius of 1,530.00 feet, a central angle of 13 degrees 53 minutes 32 seconds, an arc length of 370.97 feet, and a chord bearing North 04 degrees 59 minutes 24 seconds East, 370.00 feet to the end of said curve;

North 11 degrees 58 minutes 10 seconds East, 928.37 feet to the beginning of a non-tangent curve to the left;

Thence along the arc of said non-tangent curve to the left having a radius of 1,470.00 feet, a central angle of 39 degrees 53 minutes 13 seconds, an arc length of 1,023.35 feet, and a chord bearing North 08 degrees 00 minutes 28 seconds West, 1,002.81 feet to the end of said curve;

Galveston County MUD 56
1,015.77 Acres

Alexander Farmer Leaguo, Abstract 11
Galveston County, Texas

North 27 degrees 57 minutes 04 seconds West continuing along said common line, at 543.45 feet pass the northeast corner of said adjoining called 179.82 acre tract, same being the lower east corner of an adjoining called 801.38 acre tract recorded under County Clerk's File Number 2006002502, Official Public Records of Real Property, Galveston County, Texas, and continuing for a total distance of 579.55 feet to the west corner of the herein described tract, same being the west corner of the aforementioned called 396.70 acre tract, same being a reentry corner to said adjoining called 801.38 acre tract;

THENCE along the common lines of said called 396.70 acre tract and said called 801.38 acre tract, as follows:

North 62 degrees 02 minutes 56 seconds East, a distance of 3,219.22 feet to a 5/8 inch iron rod with cap stamped "Brown and Gay" found for corner;

South 27 degrees 57 minutes 04 seconds East, a distance of 5.00 feet to a 5/8 inch iron rod with cap stamped "Brown and Gay" found for corner;

North 62 degrees 02 minutes 56 seconds East, a distance of 747.80 feet to a 5/8 inch iron rod with cap stamped "Brown and Gay" found for corner;

North 27 degrees 57 minutes 04 seconds West, a distance of 5.00 feet to a 5/8 inch iron rod with cap stamped "Brown and Gay" found for corner;

North 62 degrees 02 minutes 56 seconds East, a distance of 519.00 feet to a 5/8 inch iron rod with cap stamped "Brown and Gay" found for corner;

North 69 degrees 33 minutes 40 seconds East, a distance of 833.05 feet to a 5/8 inch iron rod with cap stamped "Brown and Gay" found for corner;

North 01 degrees 55 minutes 36 seconds East, a distance of 385.44 feet to a 5/8 inch iron rod with cap stamped "Brown and Gay" found for corner;

THENCE South 42 degrees 40 minutes 24 seconds East, a distance of 37.45 feet a 5/8 inch iron rod with cap marked "Brown & Gay" found for an interior corner of the herein described tract, being the upper west corner of said called 375.95 acre tract, said point being in the southeast line of said adjoining called 801.38 acre tract;

THENCE along the common line of the herein described tract and said adjoining called 801.38 acre tract with the following courses and distances:

North 61 degrees 55 minutes 38 seconds East, 461.46 feet;

South 36 degrees 19 minutes 34 seconds East, 10.58 feet;

North 53 degrees 40 minutes 26 seconds East, 289.53 feet;

Galveston County MUD 56
1,015.77 Acres

Alexander Farmer League, Abstract 14
Galveston County, Texas

North 86 degrees 15 minutes 20 seconds East, 282.11 feet to the north corner of the herein described tract and the north corner of said called 375.95 acre tract, same being the east corner of said adjoining called 801.38 acre tract, and being in the southwest right-of-way line of Interstate Highway 45 (width varies);

THENCE South 42 degrees 40 minutes 24 seconds East along the northeast line of the herein described tract and said called 375.95 acre tract, and the northeasterly line of said called 376.53 acre tract, same being the southwest right-of-way line of Interstate Highway 45, 3,629.66 feet to a 5/8 inch iron rod with cap stamped "Brown and Gay" found in a northerly line of said called 18.205 acre tract and being a northeasterly corner of the herein described tract;

THENCE with the common lines of said called 18.205 acre tract and said called 376.53 acre tract, as follows;

South 88 degrees 09 minutes 37 seconds West, a distance of 331.52 feet to a 5/8 inch iron rod found for corner of the tract;

South 01 degree 50 minutes 23 seconds East, a distance of 361.50 feet to a 5/8 inch iron rod found for corner of the tract;

North 88 degrees 09 minutes 37 seconds East, a distance of 303.09 feet to a 5/8 inch iron rod found for corner of the tract;

South 01 degree 50 minutes 23 seconds East, a distance of 654.38 feet to a 5/8 inch iron rod found for corner of this tract;

South 88 degrees 09 minutes 37 seconds West, a distance of 301.50 feet to a 5/8 inch iron rod found for corner of the tract;

South 01 degree 50 minutes 23 seconds East, a distance of 361.50 feet to a 5/8 inch iron rod with cap stamped "Hovis Surveying" found for corner of this tract;

North 88 degrees 09 minutes 37 seconds East, a distance of 301.50 feet to a 5/8 inch iron rod found for corner of this tract;

South 01 degree 50 minutes 23 seconds East, a distance of 886.42 feet to a 5/8 inch iron rod with cap stamped "Hovis Surveying" found for corner of this tract;

South 88 degrees 09 minutes 37 seconds West, a distance of 228.10 feet to a 5/8 inch iron rod found for corner of the tract;

North 01 degree 50 minutes 23 seconds West, a distance of 70.07 feet to a 5/8 inch iron rod found for corner of the tract;

South 88 degrees 09 minutes 37 seconds West, a distance of 361.50 feet to a 5/8 inch iron rod found for corner of the tract;

Galveston County MUD 56
1,015.77 Acres

Alexander Farmer League, Abstract 11
Galveston County, Texas

South 01 degree 50 minutes 23 seconds East, a distance of 361.50 feet to a 5/8 inch iron rod with cap stamped "Hovis Surveying" found for corner of this tract;

North 88 degrees 09 minutes 37 seconds East, a distance of 361.50 feet to a 5/8 inch iron rod with cap stamped "Hovis Surveying" found for corner of this tract;

North 01 degree 50 minutes 23 seconds West, a distance of 231.43 feet to a 5/8 inch iron rod with cap stamped "Hovis Surveying" found for corner of this tract;

North 88 degrees 09 minutes 37 seconds East, a distance of 228.10 feet to a 5/8 inch iron rod with cap stamped "Hovis Surveying" found for corner of this tract;

South 01 degree 50 minutes 23 seconds East, a distance of 1,442.19 feet to a 5/8 inch iron rod with cap stamped "Hovis Surveying" found for corner of this tract;

South 88 degrees 09 minutes 37 seconds West, a distance of 433.48 feet to a 5/8 inch iron rod found for corner of this tract;

North 01 degree 50 minutes 23 seconds West, a distance of 391.95 feet to a 5/8 inch iron rod with cap stamped "Hovis Surveying" found for corner of this tract;

South 88 degrees 09 minutes 37 seconds West, a distance of 381.50 feet to a 5/8 inch iron rod with cap stamped "Hovis Surveying" found for corner of this tract;

South 01 degree 50 minutes 23 seconds East, a distance of 451.95 feet to a 5/8 inch iron rod found for corner of this tract;

North 88 degrees 09 minutes 37 seconds East, a distance of 794.99 feet to a 5/8 inch iron rod with cap stamped "Hovis Surveying" found for corner of this tract;

THENCE South 01 degree 50 minutes 23 seconds East, a distance of 185.46 feet to the **POINT OF BEGINNING** and containing 1,015.77 acres of land.

This document was prepared under 22 TAC §563.21, 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 was prepared.

These metes & bounds are based upon a description of Galveston County Municipal Utility District Number 56, as prepared by Brown & Gay Engineers, Inc. dated May 26, 2006, and recorded under County Clerk's File Number 2007074592, Official Public Records of Real Property, Galveston County, Texas, and does not reflect and on the ground survey.

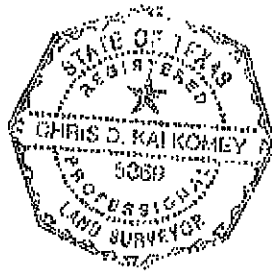
Galveston County MUD 58
1,016.77 Acres

Alexander Farmer League, Abstract 11
Galveston County, Texas

July 18, 2014
Revised: August 18, 2015
Revised: July 5, 2018

Job Number 12575-0900-18

Charlie Kalkomey Surveying Inc.
6415 Reading Road
Rosenberg, TX 77471-5656
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104



A handwritten signature in black ink, appearing to read "Chris D. Kalkomey", written over a horizontal line.

Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescartor.com

Exhibit "B"

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS**
COUNTY OF GALVESTON §

Land Tejas Lago Mar, L.L.C., a Texas limited liability company (the "Developer") [Galveston County Municipal Utility District No. 56 (the "District")] has acquired certain improvements, structures, and facilities designed to provide water, wastewater, and drainage to serve certain areas (the "Property") in the City of Texas City, Texas (the "City"), as more fully described on **Exhibit "A"** hereto. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the [Developer] [District] hereby conveys, transfers, and delivers to the City, its successors and assigns, subject to a security interest therein, those certain facilities described as follows:

Those certain facilities constructed by or on behalf of the [Developer] [District] pursuant to the construction contract with _____, dated _____, for _____ [describe project] _____, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the [Developer] [District] in connection with the facilities being conveyed hereby (the "Facilities").

The [Developer] [District] has constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Services Agreement, dated _____, 2019, between the City, the District and the Developer (the "Agreement"). This conveyance is made subject to the terms of the Agreement.

The [Developer] [District] hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the [Developer] [District] for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Agreement. The City hereby grants (and the [Developer] [District] reserves) a security interest in the Facilities to secure performance of the City's obligations under the Agreement. Such security interest shall continue in full force and effect until such time as all of the District's bonds issued to acquire and construct the Facilities (including

EXHIBIT "C"

City of Texas City CIP List of Projects

- A. Water Wells A2, B1, and B2
- B. Water Storage and Pumping 1-1
- C. Water Pumping and Storage 1-2
- D. 16-inch Water Main
- E. 24-inch Sewer Force Main
- F. Engineering for Items A through E

RESOLUTION NO. 08-132

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A UTILITY SERVICES AGREEMENT WITH LAND TEJAS LAGO MAR L.L.C. DEVELOPMENT AUTHORITY AND GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 56, 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, Texas (the “City”), has created Reinvestment Zone Number One, City of Texas, Texas (the “Zone”); and

WHEREAS, the City Commission of the City consented to the creation of Tejas Lago Mar Development Authority L.L.C. (the “Authority”) to aid, assist and act on behalf of the City; and

WHEREAS, Galveston County Municipal Utility District Number 56 (the “District”) is a conservation and reclamation district and a political subdivision within the area of the City and the Zone; and

WHEREAS, the City, the Tejas Land Lago Mar, L.L.C., and the District desire to enter into an Utility Service Agreement.

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

SECTION 1. That certain agreement by and between the City of Texas City, Texas, , Land Tejas Lago Mar L.L.C. Development Authority, and Galveston County Municipal Utility District Number 56, a copy of which is attached hereto as Exhibit “A” and made part hereof for all purposes, is hereby authorized and approved.

SECTION 2. That the Mayor or his designee is hereby authorized to execute and the City Secretary is hereby authorized to attest the original of the attached agreement for and on behalf of the City of Texas City, Texas.

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

PASSED AND ADOPTED this the 20th day of November 2019.

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

ATTEST:

Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:

Russell Plackemeier
City Attorney



M58

M57

M54

M31

M59

M56

M55

CITY COMMISSION REGULAR MTG

(7) (n)

Meeting Date: 11/20/2019

Approval of Cost Sharing Agreement for Water Storage Facilities

Submitted For: Doug Kneupper, Transportation and Planning

Submitted By: Doug Kneupper, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 133, authorizing the City to enter into a Cost Sharing Agreement with Land Tejas Lago Mar, and Galveston County Municipal Utility District No. 56 to construct water storage facilities. (Planning Department)

BACKGROUND

This Cost Sharing Agreement is a direct result from the previous Utility Services Agreement with Land Tejas and MUD No. 56. The Utility Services Agreement anticipates that specific utility projects will be funneled through MUD No.56 for funding and/or reimbursement to the developer. There is a well defined utility project described in the Cost Sharing Agreement; a one million gallon elevated water storage tank. The City and Land Tejas have agreed to participate in the design and construction of the project on a 50:50 basis. The estimated full project cost for the elevated water storage tank is \$4,400,000.

Following approval of this Cost Sharing Agreement, staff will coordinate with ARKK Engineers to develop an Engineering Services Agreement.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Cost Sharing Agreement

RES

Aerial Map

COST SHARING AGREEMENT FOR WATER STORAGE FACILITIES

This COST SHARING AGREEMENT FOR WATER STORAGE FACILITIES (the "Agreement"), effective as of _____, 2019, is entered into by THE CITY OF TEXAS CITY, TEXAS, a home rule municipality located in Galveston County, Texas (the "City"), GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 56, a conservation and reclamation district and political subdivision of the State of Texas (the "District"), and LAND TEJAS LAGO MAR, L.L.C., a Texas limited liability company (the "Developer"). The City, the District, and the Developer are collectively referred to herein as the "Parties."

RECITALS

The City is a municipal corporation that provides a full-range of governmental services to its citizens. The City owns and operates water production and distribution and wastewater collection and treatment facilities, and provides other municipal services.

The City, the Developer, and Galveston County Municipal Utility District No. 56 (the "District") have previously entered into that certain Utility Services Agreement dated _____, 2019 (the "Utility Agreement"), pursuant to which the City agreed to provide water and wastewater service to the District.

The Developer is developing land within the boundaries of the District for residential and/or commercial purposes (the "Tract").

In order to serve the Tract, certain water supply and storage facilities must be constructed.

The City is willing to construct the elevated storage tank as shown generally on **Exhibit A** hereto (the "Facilities"), but does not have funds on hand at this time to pay the entire cost of the Facilities.

The Developer is willing to advance funds to the City for the design and construction of the Facilities, and the City has determined that it is in the City's best interests to proceed with the design and construction of the Facilities, all subject to the terms and conditions set forth in this Agreement.

The Parties desire to enter into this Agreement to define the responsibilities and financial obligations associated with the design and construction of the Facilities.

AGREEMENT

NOW THEREFORE, in consideration for the mutual promises, covenants,

obligations, and benefits set forth in this Agreement, the Parties hereby agree as follows:

ARTICLE I RECITALS AND DEFINITIONS

Section 1.1 Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement.

Section 1.2 Definitions. In addition to the terms defined elsewhere in this Agreement, and unless the context requires otherwise, the following terms and phrases used in this Agreement shall have the respective meanings set forth below:

- (a) "Commission" shall mean the Texas Commission on Environmental Quality.
- (b) "Construction Costs" shall mean all costs, excluding land costs, associated with the design and construction of the Facilities, including, but not limited to, design costs; costs of construction and acquisition; setup and installation fees paid in connection with the Facilities; costs of acquiring necessary licenses or permits; engineering studies, engineering, fiscal, legal, and administrative costs; costs of material and soil testing; storm water pollution prevention plan enforcement costs; geotechnical, inspection and engineering costs for construction-phase services; costs of legal proceeding or judgment; and all other items and expenses of a similar or different nature reasonably required for the construction or acquisition of the Facilities, including contingencies.
- (c) "Engineer" shall mean the City's engineer.
- (d) "ESFC" shall mean an equivalent single family connection.

ARTICLE II DESIGN AND CONSTRUCTION

Section 2.1 Design. The Facilities shall be designed by the Engineer and the plans and specifications approved by the City and all governmental entities with jurisdiction.

Section 2.2 Advertisement and Award of Contract. The City will advertise for bids and award a contract(s) for the construction of the Facilities in accordance with all applicable laws and regulations.

Section 2.3 Construction. The Facilities shall be constructed, and all easements, equipment, materials and supplies required in connection with the Facilities shall be acquired in the name of the City; provided, however, the Developer shall execute a

special endorsement to the construction contract guaranteeing payment to the contractor for its proportionate share of the construction contract. The Facilities shall be installed, construction contracts shall be awarded, and payment and performance bonds obtained all in accordance with the laws governing the City and in full compliance with the rules and regulations of the Commission and any other agencies having jurisdiction. The City shall take all appropriate actions to ensure that the Facilities are constructed in a good and workmanlike manner with all reasonable diligence.

Section 2.4 Easements. The Developer agrees to grant, or cause to be granted, to the City all necessary easements within the boundaries of the Tract, as determined by the Engineer, for construction and operation of the Facilities.

**ARTICLE III
FINANCING AND ALLOCATION OF CAPACITY IN FACILITIES**

Section 3.1 Allocation of Costs.

(a) The Developer agrees to pay its proportionate share of the Construction Costs for the Facilities, as described in this Section 3.1(a). The Developer’s proportionate share of the Construction Costs for the Facilities is equal to 50% of the total Construction Costs for the Facilities. The Engineer will invoice the Developer directly for its share (50%) of all engineering fees related to the design and construction of the Facilities, which invoices shall be due and payable to the Engineer within thirty (30) days of receipt.

(b) The City agrees to pay its proportionate share of the Construction Costs for the Facilities, as described in this Section 3.1(b). The City’s proportionate share of the Construction Costs for the Facilities is equal to 50% of the total Construction Costs for the Facilities. The City anticipates funding its share of Construction Costs through the collection of impact fees.

Section 3.2 Reimbursement of Facilities Costs. The Facilities are included in the Project Plan of the City’s Tax Increment Reinvestment Zone No. 1 (the “TIRZ”). As such, costs related to the Facilities are reimbursable to the Developer through the issuance of bonds secured by TIRZ revenue. Costs for the Facilities may also be reimbursed through the issuance of bonds by the District, as permitted by the rules of the Texas Commission on Environmental Quality, if the City prefers that the District issue the bonds for such Developer reimbursement. In the event that the District issues bonds to finance reimbursement of eligible costs related to the Facilities, the TIRZ, the City, and the District shall enter into a separate agreement to provide for the payment of TIRZ revenues to the District in an amount sufficient to provide for the debt service requirements of such bonds.

Section 3.3 Allocation of Capacity in Facilities. The City and the Developer agree

that upon completion of the Facilities, 10,000 ESFCs will be added to the City's water system and that 5,000 ESFCs will be available for the Lago Mar development.

ARTICLE IV MISCELLANEOUS

Section 4.1 Right of Entry. The City and its representatives, agents, consultants and contractors shall have a right of entry over and across the Tract for the purpose of performing any functions or duties authorized by this Agreement.

Section 4.2 Legal Requirements. This Agreement is subject to all local, state, and federal laws, ordinances, rules, and regulations applicable to the construction and maintenance of the Facilities.

Section 4.3 Representations. Each Party represents that: (i) this Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by the Party; and (ii) this Agreement and the representations and covenants contained herein, and the consummation of the transactions contemplated herein, will not violate or constitute a breach of any contract or other agreement to which the Party is a party.

Section 4.4 Counsel. Each Party hereto represents that such Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review and understand the provisions of this Agreement.

Section 4.5 Modification and Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the design and construction of the Project and no modification or subsequent agreement relative to the subject matter hereof shall be binding on the Parties unless reduced to writing and signed by each Party.

Section 4.6 Assignability. This Agreement shall not be assignable, in whole or in part, by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

Section 4.7 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

Section 4.8 Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall never be construed to confer any benefit upon any third party.

Section 4.9 Captions. The captions appearing at the first of each numbered Article, Section or Paragraph in this Agreement are included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provisions hereof, or in connection with the duties, obligations, or liabilities of the Parties, or in ascertaining intent, if any questions of intent should arise.

Section 4.10 Interpretation. This Agreement and all of its terms and provisions shall be liberally construed to effectuate its purposes and to sustain its validity. The Parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author the Agreement. Nothing in this Agreement shall be construed to violate any federal, state, or local constitution, law, or regulation, and all acts done pursuant to this Agreement shall be performed in such manner as to conform to federal, state, and local constitutions, laws, and regulations, whether expressly provided or not.

Section 4.11 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 4.12 Exhibits Fully Incorporated. The exhibits attached hereto are fully incorporated for all purposes.

Section 4.13 Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water necessary for operation of the sewer system, or to receive waste, and any other incapacities of any party, whether

similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable diligence shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgment of the party experiencing such difficulty.

Section 4.14 Waiver. The failure of any party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of, or estoppel against asserting, the right to require that performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach.

Section 4.15 Addresses and Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (a) depositing same in U.S. mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (b) delivering the same in person to such party; or (c) sending same by electronic mail. Notice given by mail shall be effective three (3) days after deposit in the U.S. mail and notice delivered in person or sent by electronic mail shall be effective upon receipt. For the purpose of notice, addresses of the City and Developer shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Texas City, Texas
P.O. Box 2608
Texas City, Texas 77592
Attn: Mayor

If to Developer, to:

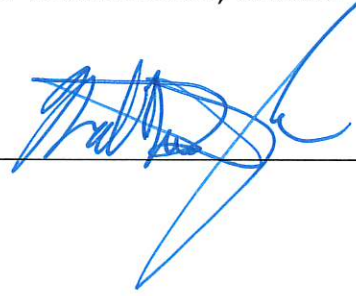
Land Tejas Lago Mar, LLC
2450 Fondren, Suite 210
Houston, Texas 77063
Attn: Collin Campbell

Any party may designate another address for all purposes of this Agreement by giving the other parties not less than 15 days advance written notice of such change.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed in multiple counterparts, each of equal dignity, effective as of the date and year set forth on the first page hereof

CITY OF TEXAS CITY, TEXAS

A handwritten signature in blue ink, consisting of several overlapping loops and strokes, positioned above a horizontal line.

Mayor

ATTEST:

City Secretary

(SEAL)

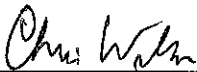
APPROVED AS TO FORM:

City Attorney

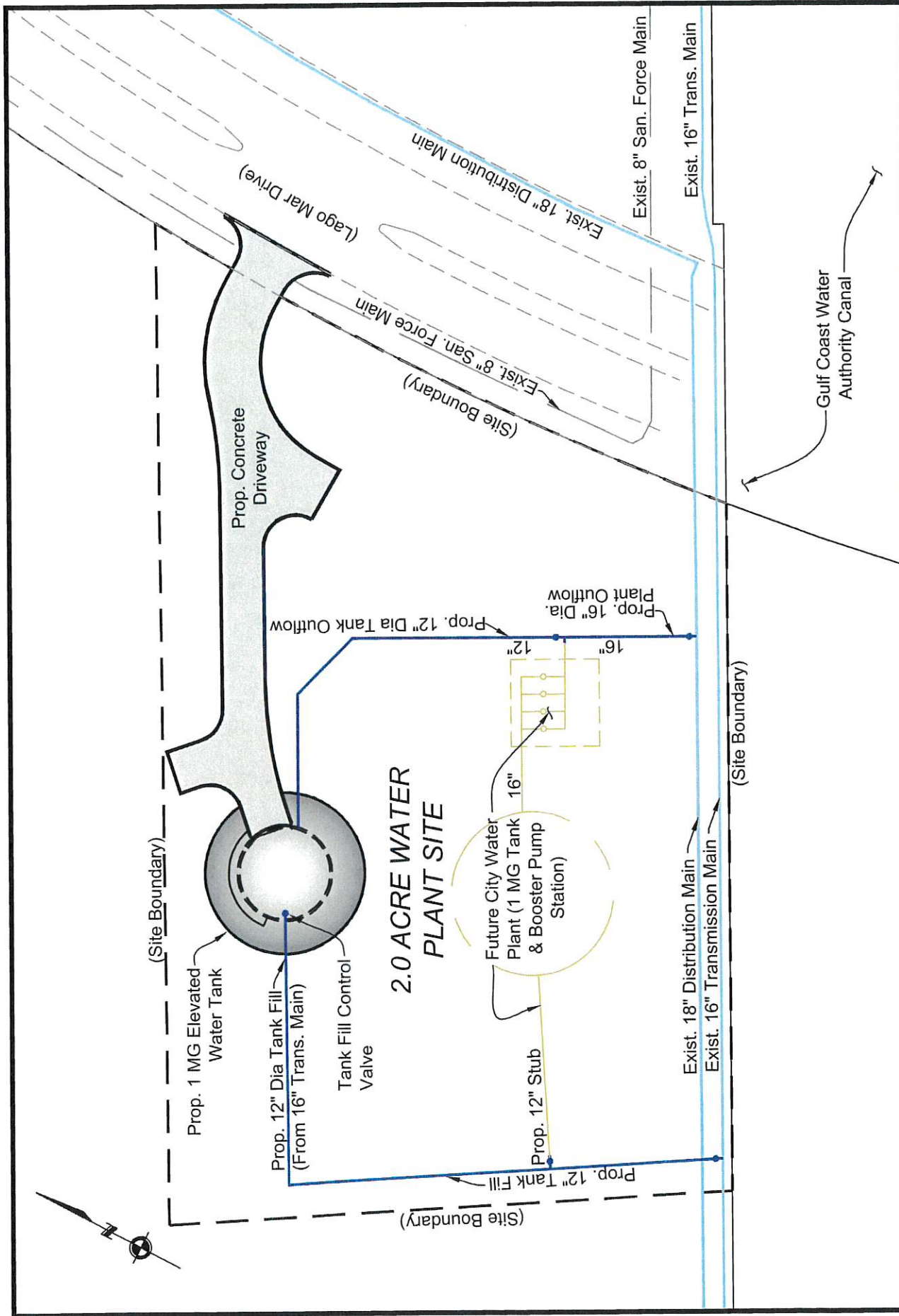
**GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 56**

By: 
President, Board of Directors

ATTEST:

By: 
Secretary, Board of Directors

(SEAL)



ARKK Engineers, LLC
 TX PE Firm #13872
 David W. Kasper, P.E. 9/3/2019

LAGO MAR ELEVATED WATER TANK SITE - PHASE 1
 Scale: 1" = 60' @ 8.5x11
 CITY OF TEXAS CITY, TX

RESOLUTION NO. 19-133

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO COST SHARING AGREEMENT WITH LAND TEJAS LAGO MAR DEVELOPMENT L.L.C. AND GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 56, 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, Texas (the “City”), has created Reinvestment Zone Number One, City of Texas, Texas (the “Zone”); and

WHEREAS, the City Commission of the City consented to the creation of Lago Mar Development Authority (the “Authority”) to aid, assist and act on behalf of the City; and

WHEREAS, Galveston County Municipal Utility District Number 56 (the “District”) is a conservation and reclamation district and a political subdivision within the area of the City and the Zone; and

WHEREAS, the City, the Tejas Land Lago Mar, L.L.C., and the District desire to enter into a Cost Sharing Agreement.

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

SECTION 1. That certain Cost Sharing Agreement by and between the City of Texas City, Texas, , Land Tejas Lago Mar Development L.L.C., and Galveston County Municipal Utility District Number 56, a copy of which is attached hereto as Exhibit “A” and made part hereof for all purposes, is hereby authorized and approved.

SECTION 2. That the Mayor or his designee is hereby authorized to execute and the City Secretary is hereby authorized to attest the original of the attached agreement for and on behalf of the City of Texas City, Texas.

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

PASSED AND ADOPTED this the 20th day of November 2019.

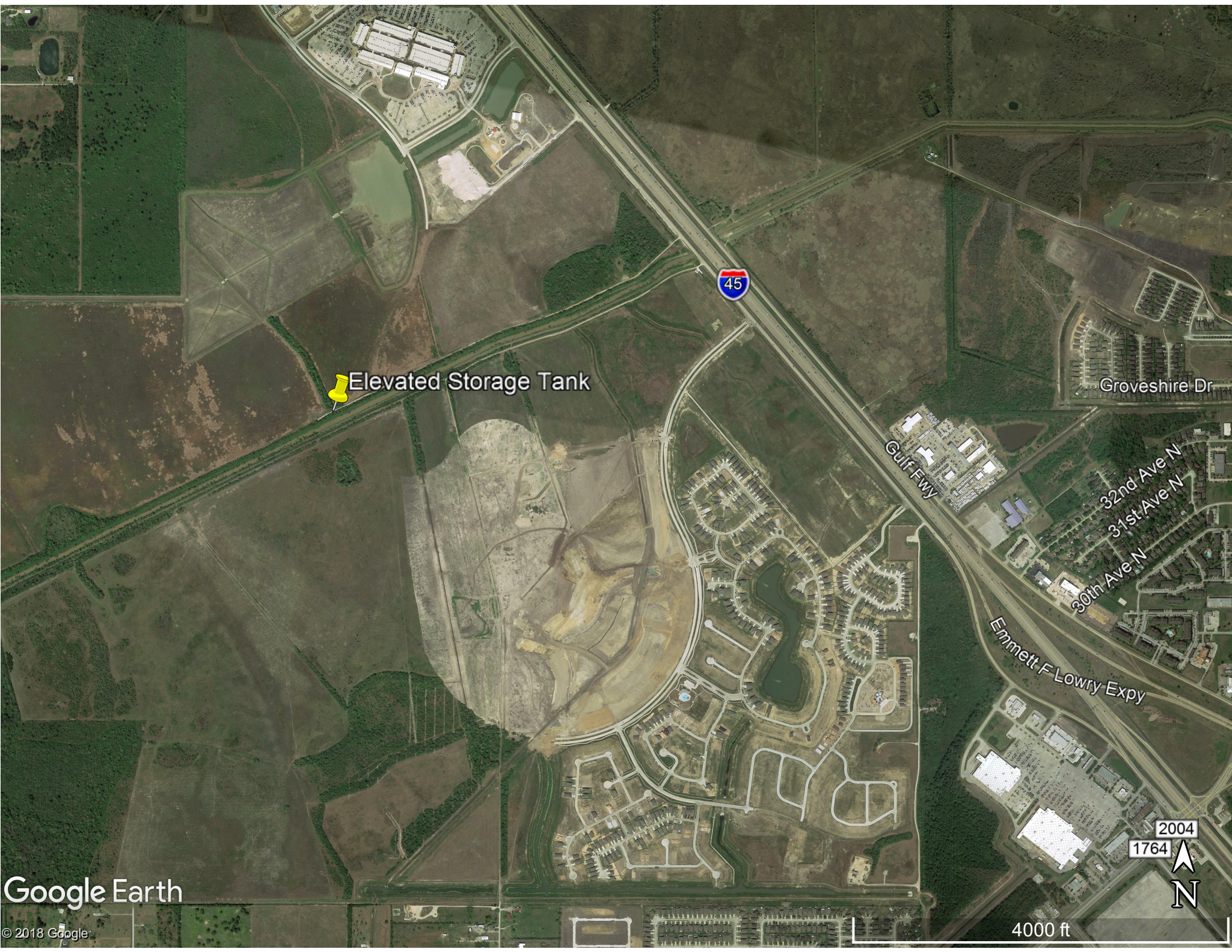
Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:

Russell Plackemeier
City Attorney



Elevated Storage Tank



Groveshire Dr

Gulf Fwy

32nd Ave N
31st Ave N
30th Ave N

Emmett F. Lowry Expy



Google Earth

© 2018 Google

4000 ft

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 11/20/2019

Submitted By: Justin Herter, City Attorney Office

Department: City Attorney Office

Information

ACTION REQUEST (Brief Summary)

Consider and Take Action on Ordinance No. 19- 32, approving and implementing Proposition B of the November 5, Texas City Charter Amendment to set the salary of the Mayor and City Commission at the optimum rate as permitted in the amendment of the City Charter to take effect January 1, 2019. (Management Services)

BACKGROUND

On November 5, 2019, the City held an election for 18 Charter Amendments; 19 passed. Of the 19, Proposition B allowed the City Commission to set a salary not to exceed \$1,500/mo for mayor and \$500/mo for each city commissioner. The City officially accepted the Changes on November 18th with the canvassing of the votes. No amendment could take place prior to that. With over 82% voting in favor of such limits, it is on the agenda to increase to the optimum of the Charter allows. January 1st was selected to coincide with start of a new year.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

ORD

ORDINANCE NO. 19-32

AN ORDINANCE IMPLEMENTING PROPOSITION B ALLOWING THE CITY COMMISSION TO SET A SALARY NOT TO EXCEED \$1,500.00 A MONTH FOR THE MAYOR AND \$500.00 A MONTH FOR EACH CITY COMMISSIONER. DISPENSING WITH THE CHARTER REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

SECTION 1: That on November 5, 2019, the City held an election for 19 Charter Amendments

SECTION 2: Of those Charter Amendments was Proposition B that increased the salary of the Mayor not to exceed \$1500.00 a month and the City Commissioners not to exceed \$500.00 a month.

SECTION 3: That 82% of the voters approved Proposition B.

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

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

PASSED AND ADOPTED the 20th day of November 2019.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Russell F. Plackemeier
City Attorney

