

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, APRIL 7, 2021 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE:

Due to the COVID 19 Disaster and the CDC's recommendation regarding social distancing measures the City Commission will meet in person and electronically. Texas Governor Greg Abbott waived on a temporary basis certain sections of the Texas Open Meetings Act. The meeting will be audible to members of the public and allow for two-way communications for those desiring to participate.

Any person who calls in and is interested in speaking on any item on the Agenda must call the number below and sign in to the conference then wait for the Board President to request any public comments. Public comments may not apply to all items on the agenda.

Those who attend in person may sign a "Request to Address City Commission" form and give it to the City Secretary prior to the beginning of the meeting.

To join the telephone audio conference, please use the following instructions.

Dial: +1 346 248 7799 OR 877 853 5257 (Toll Free) OR 888 475 4499 (Toll Free)
Webinar ID: 854 6932 4282

You will automatically be muted when joining the conference. To raise your hand or notify the call manager for attention, please dial *9 on your phone during the call. When appropriate the call manger will unmute your line and the system will notify you that you can now participate in public comments.

To view the web presentation or listen to audio without participating, please visit <http://commission.texascitytx.gov>

You will then be redirected to the conference and given instructions to enable viewing. We ask that if you will be joining the telephone conference to speak, please mute your computer audio. When using telephone audio with computer audio on, a feedback loop can be created causing disruptive echoing or a loud static. Disruptive audio will cause your line to be muted by the call manager.

After the meeting, a recording of this meeting's audio will be made available to the public, upon request.

All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) PROCLAMATIONS AND PRESENTATIONS
 - (a) Child Abuse Awareness Month Proclamation

- (b) Fireman's Union Report
- (5) REPORTS
 - (a) Summer Recreation Programs (Recreation and Tourism)
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA
 - (a) Approve City Commission Minutes for March 24, 2021 meeting. (City Secretary)
 - (b) Consider and take action on Resolution No. 21-025, approve a contract for Bid No. 2021-402 Hardscape Materials for Amburn Esplanade Project.
- (8) REGULAR ITEMS
 - (a) Consider and take action on Ordinance No. 21-05, vacating and abandoning the street rights-of-way at Blocks 34 and 35 Texas City First Division. (Engineering & Planning)
 - (b) Consider and take action on Ordinance No. 21-06, amending the City of Texas City's 2020/2021 fiscal year budget to appropriate funds for construction of the west side elevated water tank. (Finance)
- (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.

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 THURSDAY, APRIL 1, 2021, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 04/07/2021

Submitted By: Rhomari Jackson, Management Services

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for March 24, 2021 meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, MARCH 17, 2021 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, MARCH 17, 2021, 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 Dedrick Johnson, Sr.

1. ROLL CALL

Present: Dedrick Johnson, Mayor
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem
Kevin Yackly, Commissioner At-Large
Keith Henry, Commissioner District 1
Felix Herrera, Commissioner District 2
Dorthea Jones Pointer, Commissioner District 3

Absent: Jami Clark, Commissioner District 4

2. INVOCATION

Led by Jon Branson, Executive Director of Management Services.

3. PLEDGE OF ALLEGIANCE

Led by Mayor Dedrick Johnson, Sr.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

Cathy Touchton	Parks & Recreation	03/09/2011	10 years
Bryan Fletcher	Fire	03/20/2006	15 years
Michelle Mancias	Fire	03/13/2006	15 years
Charles Gurnea	Public Works	03/02/2006	15 years
Carlos Alcocer	Police	03/01/2001	20 years

5. REPORTS

a. Annual Golf Report (Bayou Golf Course)

Michael Skiba gave a PowerPoint Presentation over the revenues, games, and service days the Bayou Golf Course has had over the last year.

b. Fire Inspection Prevention Report (Fire Marshal)

Dennis Harris, Fire Marshal, gave a PowerPoint presentation on what his department looks for when approving inspections and code violations.

c. Report on the City of Texas City's Comprehensive Annual Financial Report for the year ending September 30, 2020. (Finance)

Chris Braeux and Brooke Fuller of Whitley Penn gave a brief presentation highlighting the City's annual financial report.

6. PUBLIC COMMENTS

Ella Green gave a verbal complaint about the Code Inspections Departments.

7. CONSENT AGENDA

Felix Herrera made a motion to approve Consent Agenda items a, b, c, and e. Kevin Yackly seconded the motion.

a. Approve City Commission Minutes for March 3, 2021 meeting. (City Secretary)

Vote: 6 - 0 CARRIED

b. Consider and take action on Resolution No. 21-021, approving the EOC Technology Purchase from TIPS Contracts No. 190703 and 200904. (Information Technology)

Vote: 6 - 0 CARRIED

c. Consider and take action on Resolution No. 20-022, extending the Mayor's Declaration of Disaster. (Emergency Management)

Vote: 6 - 0 CARRIED

d. Consider and take action on Resolution No. 21-023, approving a contract for Bid No. 2020-399 Brown Drive Construction and Amburn Road Sidewalk Project. (Public Works)

Motion by Commissioner District 2 Felix Herrera, Seconded by Commissioner At-Large Kevin Yackly

Vote: 5 - 0 CARRIED

e. Consider and take action on Resolution No. 21-024, approving a contract for Bid No. 2021-094 Cement Stabilized Sand Annual Contract. (Public Works)

Pulled by Commissioner At-Large Thelma Bowie.

Jack Haralson, Public Works Director, explained the project.

Vote: 6 - 0 CARRIED

8. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 21-03, amending the City's fiscal year 2020-2021 budget to appropriate funds for upgrading the existing controlled access system for Municipal Court. (Finance)

Laura Boyd,

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 3 Dorthea Jones Pointer

Vote: 6 - 0 CARRIED

- b. Consider and take action on Ordinance No. 21-04, to amend the City of Texas City's fiscal year 2020-2021 Budget to create an additional Combination Inspector position and appropriate funds for the salary and benefits of this position. (Finance)

Motion by Commissioner District 3 Dorthea Jones Pointer, Seconded by Commissioner At-Large Kevin Yackly

Vote: 6 - 0 CARRIED

9. MAYOR'S COMMENTS

Mayor Johnson expressed his gratitude for the City receiving a favorable financial audit. Mayor Johnson also explained mask requests vs. mask ordinances.

10. COMMISSIONERS' COMMENTS

Each Commissioner thanked the Finance Department and various Directors for being diligent with the City budget.

Various Directors gave brief updates about their department.

11. ADJOURNMENT

Having no further business, Commissioner District 2 Felix Herrera made a MOTION to ADJOURN at 6:48 p.m.; the motion was SECONDED by Commissioner At-Large Thelma Bowie. All present voted AYE. MOTION CARRIED.

Dedrick D. Johnson, Sr., MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 04/07/2021

Bid # 2021-402 Hardscape Materials for Amburn Road Esplanade Project

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award a contract for bid number 2021-402 Hardscape Materials for Amburn Road Esplanade Project.

BACKGROUND

On February 24, 2021 and March 03, 2021 the notice to bidders was published and bid packets were sent to local area vendors. Bids were received and opened on March 11, 2021 at 10:00 a.m.. The lowest responsible bidder was EDS Landscaping, LLC., in Kemah Texas. A bid tabulation is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department and the Recreation and Tourism Department to award a contract for the bid number 2021-402 Hardscape Materials for Amburn Road Esplanade Project, to EDS Landscaping, LLC., for the unit prices bid and that the Mayor be authorized to execute a contract on behalf of the City Commission. Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 21-025

A RESOLUTION APPROVING BID NUMBER 2021-402 HARDSCAPE MATERIALS FOR AMBURN ESPLANADE PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was published on February 24, 2021, and March 3, 2021. Bids packets were made available to local area vendors for Bid No. 2021-402 Hardscape Materials for Amburn Road Esplanade Project; and

WHEREAS, bids were opened March 11, 2021 and the low responsible bid meeting all the specifications was received from EDS Landscaping, LLC, of Kemah, Texas; and

WHEREAS, the Public Works Department recommends awarding Bid No. 2021-402 Hardscape Materials for Amburn Road Esplanade Project to EDS Landscaping, LLC.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby awards Bid No. 2021-402 Hardscape Materials for Amburn Road Esplanade Project to EDS Landscaping, LLC

SECTION 2: That the Mayor is hereby authorized to enter into a contract with EDS Landscaping, LLC for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes and to approve change orders not to exceed 25.0% of the total contract without taking the matter before the City Commission.

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

PASSED AND ADOPTED this 7th day of April 2021.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

City of Texas City

BID TABULATION

2021-402 Hardscape Materials for Amburn Road Esplanade Project

Bid Opening: Thursday, March 11, 2021 at 10:00 a.m.

<u>BIDDER</u>	Bull Rock Per Ton	Crushed Granite Per Ton
EDS LANDSCAPING, LLC	\$56.00	\$60.00
OLD CASTLE	NO BID	NO BID
LIVING EARTH	NO BID	NO BID

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 04/07/2021

Public Alley Abandonment (Blocks 34 & 35 Texas City First Division) (Between 2nd St and 3rd St South)

Submitted For: Doug Kneupper, Transportation and Planning

Submitted By: Veronica Carreon, Inspections

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Consider and take action on an ordinance vacating and abandoning the street rights-of-way at Blocks 34 and 35 Texas City First Division.

BACKGROUND

Eastman Chemical Company (Petitioner) owns all of the parcels adjacent to this request, and a considerable amount of the property in the vicinity. The request is to abandon the 20' wide alley between Lots 1 -16 Block 34 and Lots 1-16 Block 35 of the Texas City First Division Plat. This current request involves 8,000 sq. ft. The request to abandon the alley in this area will allow the consolidation of individual lots / blocks and help Eastman with its current project to construct a 31,000 sq. ft. Central Warehouse.

The Planning Board considered this request at their March 15, 2021 meeting. At that time there was an outstanding item to acquire a Letter of No Objection from Centerpoint Gas. That item has been delivered and the Planning Board recommends approval without any conditions.

There are exhibits attached that show the locations of the affected rights-of-way.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

- Staff Memo
- Eastman Petition Letter
- Block 34 & 35 Survey
- Block 34 & 35 Aerial
- Resolution

Memo

To: Planning Board
From: Doug Kneupper, City Engineer
CC:
Date: March 11, 2021
Re: Public Alley Abandonment (Blocks 34 and 35 Texas City First Division)
(Between 2nd St and 3rd St South)

Background: Large portions of Texas City have been subdivided into a grid or network of public streets and alleys. That is the case here in TEXAS CITY FIRST DIVISION. Most of the streets are improved and paved with either concrete or asphalt. Most of the alleys are utilized for solid waste pick-up and numerous utility services including water, sewer, electric, gas, telephone. However, there are public streets and alleys that have never been utilized or no longer need to be utilized for any public service. These streets and alleys that are no longer needed can be systematically abandoned and become a useable part of the adjacent property. Allowing the abandonment of specific streets and alleys creates the ability to consolidate tracts of land and leads to more favorable development opportunities.

The city's policy for abandonment of streets and alleys requires review and recommendation from the Planning Board with final approval from the City Commission.

Review and Recommendation: Eastman Chemical Company (Petitioner) owns all of the parcels adjacent to this request, and a considerable amount of the property in the vicinity. The request is to abandon the 20' wide alley between Lots 1 -16 Block 34 and Lots 1-16 Block 35 of the Texas City First Division Plat. This current request involves 8,000 sq. ft. The request to abandon the alley in this area will allow the consolidation of individual lots / blocks and help Eastman with its current project to construct a 31,000 sq. ft. Central Warehouse.

Staff's review has determined that city utilities are within the area. A small diameter water line can be abandoned, but the sanitary sewer main will need to be relocated around the abandoned area. All private utility companies affected by this request have provided letters of no objection. City staff has reviewed this request and offers no objections to approval.

Date: February 25th, 2021

City of Texas City
928 5th Ave. North
Texas City, TX 77590
Phone: 409-643-5925

Hello:

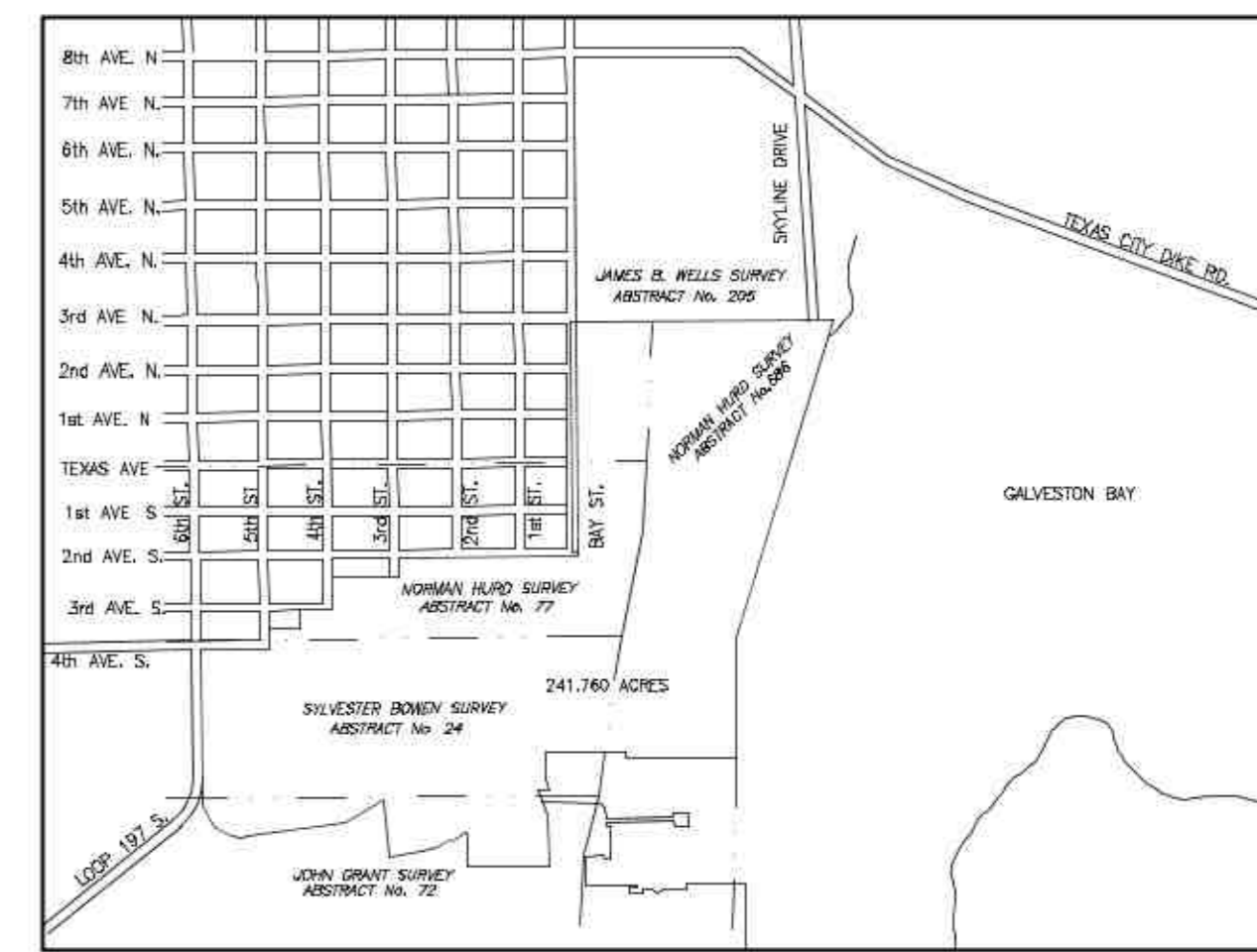
Eastman Chemical Company is in the process of developing the property it owns in the Industrial Business District (IBD) located in Texas City. The property in question, known as Block 34 and Block 35, is located just North of the Eastman facility located at 201 Bay St. S, Texas City, TX 77590. Eastman Chemical is looking for a letter of no objection from the City of Texas City for Block 34 and 35 including any and all alleyways. Eastman owns the properties surrounding the requested alleyways. The roads and the surrounding properties have not been in residential service for over a decade. Ideally, Eastman would prefer that the unused infrastructure be isolated, disconnected, and abandoned in place. If that is not feasible, please indicate what work would need to be performed to relocate the infrastructure as a condition of receiving a letter of no objection. If you would like to further discuss this matter, I can be reached via phone at (409) 942-3216 or e-mail at rarteaga@eastman.com

An amount of \$300.00 made payable to Texas City Transportation and Planning Dept. as payment for the processing of this request is included.

By:

Ricardo Raul Arteaga/Eastman Chemical Company
201 Bay Street S.,
Texas City, TX 77590
(409) 942-3216
rarteaga@eastman.com

Scale 1" = 200'



241.760 AC Line Table

Line #	Direction	Length
L1	N00°13'03"W	49.00'
L2	S20°52'05"E	82.13'
L3	S89°46'57"W	80.15'
L4	S20°52'05"E	200.65'
L5	N32°28'30"W	23.26'
L6	S57°31'50"W	125.40'
L7	N00°28'50"W	195.00'
L8	N89°33'10"E	290.00'
L9	N00°28'50"W	145.00'
L11	N00°28'50"W	195.00'
L12	N00°23'20"W	5.00'
L13	N89°36'40"E	70.00'
L14	N00°28'57"W	140.07'
L15	N00°28'50"W	36.92'
L16	S89°36'40"W	59.00'

NOTES:
 1. BEARINGS BASED ON CALLS OF 237,0539 ACRES - TRACT 86A G.C.C.F. NO. 9634443
 2. EXHIBIT COMPILED FROM VARIOUS OLD SURVEYS, DEEDS AND PLATS AND IS NOT A RESULT OF AN "ON-THE-GROUND" SURVEY. NO TITLE COMMITMENT FURNISHED AT THIS TIME. SUBJECT TO ANY EASEMENT OF RECORD. WE SUGGEST A TITLE SEARCH.
 3. EXHIBIT PREPARED IN CONJUNCTION WITH DESCRIPTIONS DATED FEBRUARY 23, 2018.

FLOOD STATEMENT:
 BASED ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 485514 0035 C, DATED MAY 2, 1983, THE TRACT HEREBY SURVEYED LIES WITHIN ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THEN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD (MEDIUM SHADING), AND WITHIN ZONE "V-10", AREAS OF 100-YEAR COASTAL FLOOD WITH VELOCITY (WAVE ACTION); BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED. (EL-15)

NOTE: THIS STATEMENT IS BASED ON THE SCALED LOCATION OF SAID SURVEY ON THE ABOVE REFERENCED MAP. THIS INFORMATION IS TO BE USED TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOOD CONDITIONS.

LEGEND

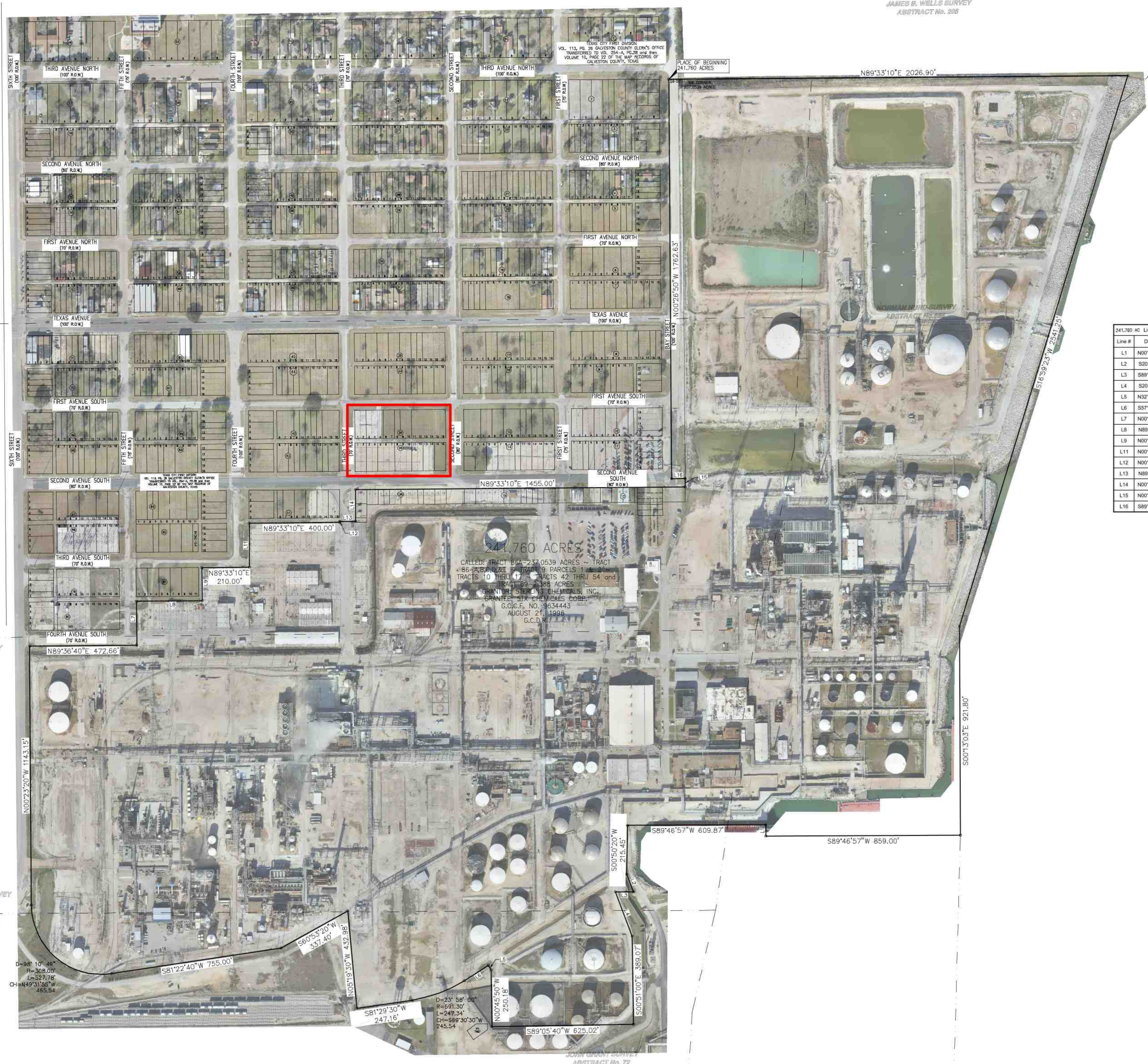
G.C.C.F. NO.	GALVESTON COUNTY CLERK FILE
G.C.D.R.	GALVESTON COUNTY DEED RECORDS
R.O.W.	RIGHT OF WAY
PT	PART
TR	TRACT

**EXHIBIT OF
 LANDS THAT COMPRISE THE
 EASTMAN CHEMICAL
 TEXAS CITY, INC. PLANT
 LOCATED IN THE
 NORMAN HURD SURVEY - A-77,
 SYLVESTER BOWEN SURVEY - A-24,
 JOHN GRANT SURVEY - A-72
 AND THE
 JAMES B. WELLS SURVEY - A-205
 GALVESTON COUNTY, TEXAS**

intertek

DATE	04/5/2018	SHEET 1 OF 3
SURVEYED	LJA	SCALE
DRAWN	C.A.B.	1"=100'
CHECKED	S.L.	
DWG NO	EHS081-1702.202.DWG	JOB NUMBER
		EHS081-1702
		REV
		0

LJA Engineering, Inc.
 7438 Evie Lane
 Deer Park, Texas
 Phone 281.930.0201
 Fax 281.930.0220
 T.B.P.L.S. Firm No. 10193971



JAMES B. WELLS SURVEY
 ABSTRACT No. 205
 NORMAN HURD SURVEY
 ABSTRACT No. 77

NORMAN HURD SURVEY
 ABSTRACT No. 77
 SYLVESTER BOWEN SURVEY
 ABSTRACT No. 24

SYLVESTER BOWEN SURVEY
 ABSTRACT No. 24
 JOHN GRANT SURVEY
 ABSTRACT No. 72

JOHN GRANT SURVEY
 ABSTRACT No. 72

ORDINANCE NO. 21-05

AN ORDINANCE TO VACATE AND ABANDON THE STREET RIGHT-OF-WAYS AT BLOCK 34 AND BLOCK 35 TEXAS CITY FIRST DIVISION AS REQUESTED BY EASTMAN CHEMICAL COMPANY; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Eastman Chemical Company (Petitioner) owns all of the parcels adjacent to this request, and a considerable amount of the property in the vicinity. The request is to abandon the 20' wide alley between Lots 1 -16 Block 34 and Lots 1-16 Block 35 of the Texas City First Division Plat. This current request involves 8,000 sq. ft. The request to abandon the alley in this area will allow the consolidation of individual lots / blocks and help Eastman with its current project to construct a 31,000 sq. ft. Central Warehouse; and

WHEREAS, The Planning Board considered this request at their March 15, 2021 meeting. Planning Board recommends approval without any conditions.

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

SECTION 1: That the City Commission of the City of Texas City finds it in the best interest of the City to abandon and the streets right-of-way at Block 34 and Block 35 of the Texas City First Division Plat.

SECTION 2: That the above-described property is hereby declared abandoned.

SECTION 3: That the City of Texas City hereby retains unto itself any existing public and private utility easements on said property, if any.

SECTION 4: That the Mayor is hereby authorized to execute a Quitclaim Deed, if requested, by any abutting property owners.

SECTION 5: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of the City Commission.

SECTION 6: That the City Secretary shall cause to be filed a certified copy of this Ordinance in the Real Property Records of Galveston County, Texas and present notification of the abandonment to the Galveston Central Appraisal District.

SECTION 7: That this Ordinance shall be passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 7th day of April 2021.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

Ord 13-52

Meeting Date: 04/07/2021

Amend the fiscal year 2020/2021 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider approval of a request to amend the fiscal year 2020-2021 budget to appropriate funds for construction of the west side elevated water tank.

BACKGROUND

City of Texas City and Lago Mar area developer, Land Tejas, will share the costs of the design and construction of a one million gallon elevated water tank. The total estimated cost of the project is \$4 million. At the 06/03/2020 meeting, City Commission approved a 50:50 cost sharing agreement between The City and Lago Mar Development Authority (agreement is attached). In 2020, the City received \$2.2 million from Lago Mar, their share of the engineering and construction costs. The City's portion of the engineering costs has already been funded from zone 2 water capital recovery fees. The construction phase will also be funded from zone 2 water capital recovery fees or impact fees.

This budget amendment is to appropriate funds for the construction of the tank.

ANALYSIS

Budget Amendment:

Capital Recovery Water Zone 2 (Fund 255):

Water Tank Improvements	\$4,000,000.00
Unassigned Fund Balance	(\$2,000,000.00)
Capital Recovery Fees (in fund balance)	(\$2,000,000.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

Lago Mar cost sharing

ORDINANCE NO. 21-06

AN ORDINANCE AMENDING ORDINANCE NO. 20-35 ADOPTING THE 2020-2021 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR CONSTRUCTION OF THE WEST SIDE ELEVATED WATER TANK; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 20-35 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2020-2021; and

WHEREAS, a budget amendment is needed to appropriate funding for the construction of the west side elevated water tank.

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

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

SECTION 2: That the budget for Fiscal Year 2020-2021 of the City of Texas City, Texas, is hereby amended as follows:

Capital Recovery Water Zone 2 (Fund 255):

Water Tank Improvements	\$4,000,000.00
Unassigned fund balance	(\$2,000,000.00)
Capital Recovery Fees (in fund balance)	(\$2,000,000.00)

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

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

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

PASSED AND ADOPTED this 1st day of April 2021.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

**INTERLOCAL PROJECT AGREEMENT
(Elevated Storage Tank)**

This Interlocal Project Agreement (the "Agreement"), effective as of the 28th day of May, 2020, is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, among **Lago Mar Development Authority**, a not-for-profit local government corporation organized and existing under the laws of the State of Texas (the "Authority"); **City of Texas City**, a municipal corporation and a home-rule city in the State of Texas (the "City"); and **Land Tejas Lago Mar, L.L.C.**, a Texas limited liability company (the "Developer") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the City is willing to construct the elevated storage tank as shown generally on **Exhibit A** attached hereto (the "Project"), but does not have funds on hand at this time to pay the entire costs of the Project; and

WHEREAS, the City, the Developer and Galveston County Municipal Utility District No. 56 previously entered into that certain Cost Sharing Agreement for Water Storage Facilities dated November 20, 2019 (the "Original Cost Sharing Agreement") whereby the Developer agreed to advance funds to the City for 50% of the actual design and construction costs of the Project (the "Developer Contribution"); and

WHEREAS, the Parties have each determined that the completion of the Project serves a public purpose and each Party will receive a benefit from completion of the Project; and

WHEREAS, the Authority and the City are authorized to provide certain governmental functions, including but not limited to, the provision of water, sanitary sewer, drainage and road improvements; and

WHEREAS, the Parties wish to enter into this agreement to contribute to the Developer's obligations under the Original Cost Sharing Agreement and to provide for funding, design and construction of the Project; and

WHEREAS, the Authority and the City have funds available to pay or caused to be paid the costs of the Project, as proposed under this Agreement;

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties contract and agree as follows:

AGREEMENT

Section 1. Scope of the Improvements. The Parties agree that the construction of the Project will benefit the City and the public. The Parties further agree that the Project should include the design and construction of the elevated storage tank as shown generally on **Exhibit A**. The Project may be completed in one or more phases.

Section 2. Cost Allocation of Improvement Costs. The "Project Costs" are the actual costs of all the engineering, materials, labor, construction and inspection fees and expenses arising in connection with the design and construction of the Project. The Authority agrees to fund a maximum of \$2,200,0000 of actual Project Costs (the "Authority Contribution"). The Authority's Contribution will count toward the Developer's Contribution under the Original Cost Sharing Agreement as if the payment had been made by the Developer. Upon payment of the Authority Contribution, the Developer shall continue to be responsible under the Original Cost Sharing Agreement for an amount equal to the Developer Contribution minus the Authority Contribution. The City agrees to pay the remaining actual Project Costs not funded by the Authority and the Developer.

Section 3. Construction Financing.

a. Deposit of Funds. Not later than 10 days after the execution of this Agreement, the Authority will deposit the Authority Contribution with the City. The City agrees to deposit the Authority's funds into a designated fund for the design and construction of the Project (the "Construction Fund") to be accounted for separately from other City funds. Such funds may be invested or reinvested, from time to time, as provided in the investment policy of the City and in the manner provided by applicable law and regulations. The City further agrees that the Construction Fund, and any interest earned thereon, will be used only for purposes of making payment for the Project Costs of the Project.

b. Final Accounting. The City agrees to have a final accounting done of the Construction Fund upon final completion of the Project. In the event that the final Project Costs of the Project, as adjusted for final quantities and properly approved change orders, results in funds (including actual interest earned) remaining in the Construction Fund, the City will return to the Authority and to the Developer each a proportionate share of any such funds remaining within 30 calendar days of final completion of the Project or the final phase thereof.

Section 4. Construction.

a. Bidding. The City will advertise each phase of the Project for bid, and award to and execute a construction contract (the "Construction Contract")

with the winning bidder, in accordance with the City's standard procedures and in accordance with all laws and regulations applicable to the City.

b. Construction Management. The City will be responsible for providing construction phase engineering services for the Project utilizing appropriately qualified personnel and/or contractors. The City is required to submit monthly reports on the progress of the construction work to the Authority in a format agreed to by the Administrator of the Authority or her appointed designee.

c. Pay Application and Change Order Approval. The City has the right to approve or deny all pay applications, change orders and requests for extensions of time and shall pay all valid pay applications issued under the Construction Contract. The City will notify the Authority and Developer in writing of any change orders that increase the costs associated with the Construction Contract prior to approval of any such change order. Notwithstanding the foregoing, approval of change orders shall be in the City's sole and reasonable discretion.

Section 5. Ownership and Maintenance of the Improvements. After the completion of final inspection of the Project, the City shall accept the Project for ownership and maintenance by the City of Texas City.

Section 6. Notices. All notices, requests, demands, and other communications under this Agreement shall be given by (i) electronic mail, (ii) overnight courier or (iii) hand delivery addressed as follows:

If to the Authority: Lago Mar Development Authority
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: David Oliver
doliver@abhr.com
Tel: (713) 860-6485

If to the City: City of Texas City
928 5th Avenue North
PO Box 2608
Texas City, Texas 77590
Attn. Doug Kneupper
(409)643-5882

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

Section 7. Termination of Agreement. This Agreement is to remain in full force and effect unless terminated by mutual agreement of the parties hereto, or upon the completion of the Project.

Section 8. Entire Agreement; Modification. This Agreement is intended to supplement and amend the Original Cost Sharing Agreement. The City specifically agrees and acknowledges that the Authority Contribution satisfies the first \$2,200,000 of the Developer's obligation under the Original Cost Sharing Agreement. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any party unless reduced to writing and signed by the parties.

Section 9. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any benefit or right upon any other party.

Section 10. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, the rights and obligations of the parties shall be enforced accordingly, and this Agreement shall remain in full force and effect, as construed. The remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to the other parties or circumstances shall not be affected thereby.

Section 11. Successors and Assigns. This Agreement shall apply to and be binding upon the parties hereto and their respective officers, directors, successors, and assigns. This Agreement and any of the rights obtained hereunder are not assignable by any party hereto without the express written consent of the other parties, which consent shall not be unreasonably withheld.

Section 12. Authorization. Each party represents that (i) execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons from whom such party is legally bound to obtain authorization; (ii) that the consummation of the contemplated transactions will not result in a breach or violation of, or a default under, any agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order, or other law to which it is subject; and (iii) this Agreement is a binding and enforceable agreement on its part.

Section 13. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Galveston County.

Section 14. Effective Date. This Agreement will be effective as of the date of the execution by the last party to execute this Agreement.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

LAGO MAR DEVELOPMENT AUTHORITY

/s/ Chris Doyle
Chairman, Board of Directors

ATTEST:

/s/ Genie Jennings
Secretary, Board of Directors

(SEAL)



CITY OF TEXAS CITY, TEXAS



Mayor

ATTEST/SEAL:



City Secretary

LAND TEJAS LAGO MAR, L.L.C.,
a Texas limited liability company

By: Brende Lago Mar, L.L.C.,
a Texas limited liability company,
as Manager

By: 

Al P. Brende, Manager

ACKNOWLEDGED AND CONSENTED TO this 15 day of July, 2020.

GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 56

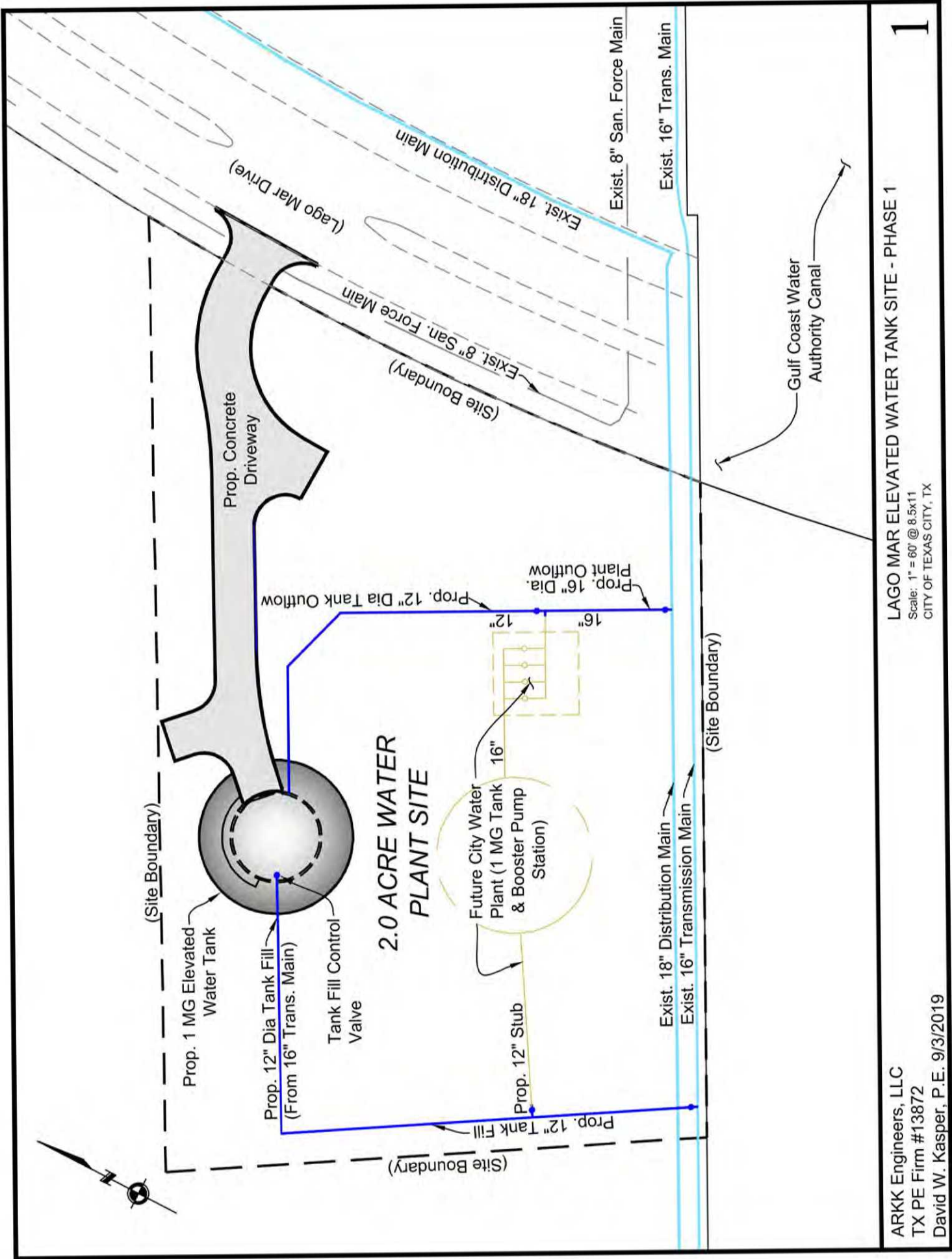
By: Bruce Bure
President, Board of Directors

ATTEST:

By: Chris Wilson
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