

**CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING**

AGENDA

**WEDNESDAY, NOVEMBER 3, 2010 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590**

(1) INVOCATION

(2) PLEDGE OF ALLEGIANCE

(3) PROCLAMATIONS AND PRESENTATIONS

(a) Engineer Promotions:

Shonna Bellow
Greg Garrett

(4) REPORTS

- (a)** Quarterly Investment Report for the quarter ending September 30, 2010.
(Finance)

(5) CONSENT AGENDA

- (a)** Consider approval of the minutes from the October 20, 2010 regular called City Commission meeting.
- (b)** Resolution No. 10-110 approving the purchase of 525 Visa gift cards for all City employees (full and part-time) as an incentive for continued outstanding customer service and performance. (Human Resources)
- (c)** Resolution No. 10-111 approving an annual agreement with HGAC for 2010-2011 law enforcement training grant. (Police)
- (d)** Resolution No. 10-112 awarding an annual contract for stationery. (Purchasing)
- (e)** Resolution No. 10-113 awarding an annual contract for the library materials. (Purchasing)
- (f)** Resolution No. 10-114 awarding the 5th Street North paving, drainage, water & sewer improvements project. (Purchasing)
- (g)** Resolution No. 10-115 awarding annual contract for electrical supplies, lamps and ballasts. (Purchasing)

- (h) Resolution No. 10-116 approving the Moore Memorial Public Library reference policy. (Library)
- (i) Resolution No. 10-117 awarding contract for emergency power to water and wastewater facilities project. (Purchasing)

(6) REGULAR ITEMS

- (a) Consider approval of the third reading of Ordinance No. 10-25 amending the Code of Ordinances, City of Texas City, Chapter 122, Utilities, Article III. Rates, Charges and Special Considerations, Section 122-117. Water and Sewer Deposit; Section 122-122. Water Rates; Section 122-129. Vacation Status. (Utilities)
- (b) Consider approval of Ordinance No. 10-27 requesting to amend the City of Texas City's fiscal year 2010-11 budget to accommodate HGAC 2010-2011 Law Enforcement Training Grant. (Finance)

(7) PUBLIC COMMENTS

(8) MAYOR'S COMMENTS

(9) COMMISSIONERS' COMMENTS

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 CERTIFY THAT THE ABOVE NOTICE OF THE MEETING WAS POSTED ON THE BULLETIN BOARD IN THE MUNICIPAL BUILDING, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS ON OCTOBER 29, 2010 AT 5:00 P.M.

**/s/ NICHOLAS J. FINAN
NICHOLAS J. FINAN
CITY SECRETARY
OCTOBER 29, 2010**

CITY COMMISSION AGENDA

Date: 11/03/2010

Fire Dept - Engineer Promotions

Submitted For: Joseph Gorman
Department: Fire Department

Submitted By: Jane Tull, Fire
Department

Information

ACTION REQUEST (Brief Summary)

Engineer Promotions:

Shonna Bellow

Greg Garrett

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

4. (a.)

CITY COMMISSION AGENDA

Date: 11/03/2010

Quarterly Investment Report for the quarter ending September 30, 2010.

Submitted For:	Laura Boyd, Finance	Submitted By:	Laura Boyd, Finance
Department:	Finance		

Information

ACTION REQUEST (Brief Summary)

Quarterly Investment Report for the quarter ending September 30, 2010.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

CITY COMMISSION AGENDA

Date: 11/03/2010

October 20, 2010 City Commission Minutes

Submitted By: Susan Sensat, Administration

Department: Administration

Information

ACTION REQUEST (Brief Summary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Link: [10-20-10 CC Minutes](#)

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, OCTOBER 20, 2010 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A **Regular Called Meeting of the City Commission** was held on **Wednesday, October 20, 2010, at 5:00 P.M.** in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas, with the following in attendance: Mayor Matthew T. Doyle; Commissioners: Dee Ann Haney, Donald Singleton, Rick Wilkenfeld and John W. Wilson. Commissioners Mike Land and Dedrick Johnson were unable to attend.

The **Mayor** called upon **Pastor Daniel Keur, Trinity Baptist Church**, to offer the **Invocation**. **Commissioner Wilkenfeld** led all present in the **recitation of the Pledge of Allegiance**.

Service Awards were presented to the following:

Raul Gonzalez	Sanitation	5 Years
Shelia Dixon	Community Service	10 years
Anete Schmidt	Administration	15 Years
Joe Stanton	Police	15 Years
Lorenzo Delagarza	Planning	20 Years
Kevin Scott	Sewer	20 Years

The Mayor presented a Red Poppy week proclamation to Mrs. Irma Sonntag; the proclamation read as follows:

Whereas, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers, millions of whom have served and died for our country in all wars; and

Whereas, the Red Poppy has been designated as a symbol of sacrifice of lives in all wars and reminds the community of the past sacrifices and continuing needs of our veterans and the program providing multiple benefits to the veterans and to the community; and

Whereas, the members of the Col. H. B. Moore American Legion Auxiliary Unit 89 of Texas City will be holding their annual Poppy Distribution Days on November 1 – 12, 2010 in Texas City.

Now, therefore, be it resolved that I, Matthew T. Doyle, Mayor of the City of Texas City am proud to honor the Auxiliary members of Post 89 for their commitment to the men and women who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy during these days.

In testimony whereof, witness my hand and the Seal of the City of Texas City, this the 20th day of October, 2010.

PUBLIC HEARING

Public Hearing to rezone property for T.C. 152 Investments Ltd. from "A" (Single Family Residential) to "S-P" (" E" General Business and "E-4" Commercial Warehouse) for a beer distributorship; being 27 1/2 acres out of a 152.256 acre tract out of the W.K. Wilson Survey, Abs. No. 208; located in the 1100 block of I-45, Texas City, Texas.

Don Carroll addressed the Commission: This request came before the Planning Board on October 4, 2010 and the Zoning Commission on October 5, 2010. Ten property owners were notified of the intent to rezone. One letter in favor of the request has been received and no oppositions were voiced. After reviewing all the pertinent information the zoning commission voted to recommend the approval of this request. The request is not in conflict with the Land Use Plan or the Zoning Ordinance with for the City. We feel this would create economic synergy for the development of the property.

The Mayor remarked this would be great for the City and would bring in 200 new jobs.

Commissioner Haney made a MOTION to APPROVE the public hearing; the motion was SECONDED by Commissioner Wilson. All present voted AYE. MOTION CARRIED.

PRELIMINARY ZONING APPROVAL

Consider preliminary approval of rezoning of property for T.C. 152 Investments Ltd. from "A" (Single Family Residential) to "S-P" (" E " General Business and "E-4" Commercial Warehouse) for a beer distributorship.

Commissioner Haney made a MOTION to APPROVE the preliminary zoning; the motion was SECONDED by Commissioner Singleton. All present voted AYE. MOTION CARRIED.

CONSENT AGENDA

- a. Consider approval of minutes from the October 6, 2010 City Commission Meeting.
- b. Resolution No. 10-107, approving the rejection of all bids received for Bid #2011-976 Motor Maintenance/Repair Annual Contract and re-bid at a later date.

RESOLUTION NO. 10-107

A RESOLUTION APPROVING THE REJECTION OF ALL BIDS RECEIVED FOR BID #2011-976 MOTOR MAINTENANCE/REPAIR ANNUAL CONTRACT AND RE-BID AT A LATER DATE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

- c. Resolution 10-106, approving an Interlocal Agreement between City of Texas City and La Marque Independent School District for shared use of facilities.

RESOLUTION NO. 10-106

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF TEXAS AND LA MARQUE INDEPENDENT SCHOOL DISTRICT FOR SHARED USE OF FACILITIES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

- d. Resolution No. 10-108 approving rejection of all bids received for Bid #2011-977 Pump Maintenance/Repair Annual Contract and re-bid at a later date.

RESOLUTION NO. 10-108

A RESOLUTION APPROVING THE REJECTION OF ALL BIDS RECEIVED FOR BID #2011-977 PUMP MAINTENANCE/REPAIR ANNUAL CONTRACT AND RE-BID AT A LATER DATE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

- e. Resolution No. 10-109 approving appointment and/or reappointment of members to various Boards, Commissions and Committees.

RESOLUTION NO. 10-109

A RESOLUTION APPROVING APPOINTMENT AND/OR REAPPOINTMENT OF MEMBERS TO VARIOUS BOARDS, COMMISSIONS AND COMMITTEES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

- f. Resolution No. 10-105 approving appointment of Nicholas J. Finan as City Secretary.

RESOLUTION NO. 10-105

A RESOLUTION APPROVING APPOINTMENT OF NICHOLAS J. FINAN AS CITY SECRETARY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

Commissioner Singleton made a MOTION to APPROVE Consent items a, b, c, d, e and f; the motion was SECONDED by Commissioner Wilkenfeld. All present voted AYE. MOTION CARRIED.

REGULAR ITEMS

- a. Consider approval of the second reading of Ordinance No. 10-25 amending the Code of Ordinances, City of Texas City, Chapter 122, Utilities, Article III. Rates, Charges and Special Considerations, Section 122-117. Water and Sewer Deposit; Section 122-122 Water Rates; Section 122-129. Vacation status.

ORDINANCE NO. 10-25

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXAS CITY, CHAPTER 122 (UTILITIES), ARTICLE III, RATES, CHARGES AND SPECIAL CONSIDERATIONS, BY AMENDING PROVISIONS RELATED TO WATER AND SEWER RATES AND FEES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE READING OF THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.

Commissioner Haney made a MOTION to APPROVE second reading of Ordinance No. 10-25 amending the Code of Ordinances, City of Texas City, Chapter 122, Utilities, Article III. Rates, Charges and Special Considerations, Section 122-117. Water and Sewer Deposit; Section 122-122 Water Rates; Section 122-129. Vacation status; the motion was SECONDED by Commissioner Wilkenfeld. All present voted AYE. MOTION CARRIED.

PUBLIC COMMENTS

Barbara White commented on Ordinance 10-25 regarding water usage and deposit rate.

Rachel Delgado commented on Ordinance 10-25 regarding rate increase.

Robert A. Webb spoke on repair and cleanup at the Rotary Fitness Tract.

MAYOR'S COMMENTS

Mayor reminded everyone the Texas City Music Festival will be Saturday, October 23, 2010 beginning at 12:00 Noon.

COMMISSIONERS' COMMENTS

Having no further business, Commissioner Haney made a MOTION to ADJOURN at 5:45 p.m.; the motion was SECONDED by Commissioner Wilkenfeld. All present voted AYE. MOTION CARRIED.

MATTHEW T. DOYLE, MAYOR

ATTEST:

Susan Sensat, Deputy City Secretary
Ss: 10-25-2010

CITY COMMISSION AGENDA

Date: 11/03/2010

VISA GIFT CARDS

Submitted By: Rachel Wyatt, Human Resources

Department: Human Resources

Information

ACTION REQUEST (Brief Summary)

Resolution No. 10-XXX approving the purchase of 525 Visa Gift cards in the amount of \$50.00 each, to be given to all City employees (full and part-time) as an incentive for continued outstanding customer service and performance.

BACKGROUND

In the past, the City has purchased the Visa Gift cards as an incentive for continued outstanding customer service and performance.

ANALYSIS

This years gift cards will total \$27,037.50, which includes 525 cards at \$50.00 each, plus a \$1.50 per card activation charge.

ALTERNATIVES CONSIDERED

Attachments

Link: [Res. 10-110](#)

RESOLUTION NO. 10-110

A RESOLUTION APPROVING THE PURCHASE OF 525 VISA GIFT CARDS IN THE AMOUNT OF \$50.00 EACH, TO BE GIVEN TO ALL 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 Commission requests approval of the purchase of 525 Visa Gift Cards in the amount of \$50.00 each, to be given to all 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 525 Visa Gift Cards in the amount of \$50.00 each, to be given to all City Employees (full and part-time), as an incentive for continued outstanding customer service and performance.

SECTION 2: That the total cost for the cards is \$27,037.50, which includes 525 cards at \$50.00 each, plus a \$1.50 per card activation charge.

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

PASSED AND ADOPTED this 3rd day of November, 2010.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas Finan
City Secretary

Ronald F. Plackemeier
City Attorney

CITY COMMISSION AGENDA

Date: 11/03/2010

Acceptance of 2011 HGAC Law Enforcement Grant

Carla Costello,
Police
Department

Submitted For: Robert Burby **Submitted By:**
Department: Police Department

Information

ACTION REQUEST (Brief Summary)

Consider and accept annual Agreement with HGAC 2010-2011 Law Enforcement Training Grant which allows for \$18,131.00 in reimbursement funding for our Training Division. This is a continuation of previous HGAC Training Grants, which are accepted annually.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Link: [Res. 10-111](#)

Link: [HGAC Training Grant](#)

RESOLUTION NO. 10-111

A RESOLUTION ACCEPTING THE HOUSTON-GALVESTON AREA COUNCIL GRANT IN THE AMOUNT OF \$18,131.00, FOR TEXAS CITY POLICE DEPARTMENT LAW ENFORCEMENT TRAINING ACADEMY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Houston-Galveston Area Council provides a Grant No. SF-08-A10-14719-10, titled Law Enforcement Training Project to aid in the payment of providing regional law enforcement training and instruction to law enforcement personnel in the Houston-Galveston Area Council who are eligible for certification upon completion of a course by the Texas Commission on Law Enforcement Officer Standards and Education, TCLEOSE; and

WHEREAS, the Texas City Police Department applied for such funding, and the Houston-Galveston Area Council has agreed to a reimbursement of \$18,131.00 as outlined in the Houston-Galveston Area Council General Provisions Intergovernmental Agreement attached hereto and made a part hereof.

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

SECTION 1: That the City Commission of the City of Texas City hereby approves the acceptance of the \$18,131.00 grant from the Houston-Galveston Area Council as outlined in Exhibit "A", attached hereto and made a part hereof for all intents and purposes.

SECTION 2: That the Mayor is authorized to execute said agreement.

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

PASSED AND ADOPTED this 3rd day of November, 2010.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas Finan
City Secretary

Ronald F. Plackemeier
City Attorney

**HOUSTON-GALVESTON AREA COUNCIL
GENERAL PROVISIONS
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement is made and entered into this 1st day of September, 2010, by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and the City of Texas City, hereinafter referred to as the Contractor and Service Provider, having its principal place of business at 1004 9th Avenue North, Texas City, Texas 77590.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement;

WHEREAS, H-GAC is responsible for closely monitoring the Service Provider and the exercise of reasonable care to enforce all terms and conditions of the grant. Service Provider agrees to fully cooperate in the monitoring process.

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Agreement. Such standards and laws shall include, to the extent applicable, the Uniform Grant Management Standards ("UGMS") promulgated by the State of Texas and the state and federal statutes referenced therein.

All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and the Service Provider must comply with all applicable state and federal laws and local ordinances. Failure to comply with this requirement shall be treated as a default.

ARTICLE 3 INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the control and supervision of the Contractor. The Contractor is solely responsible for employee payrolls and claims arising there from. The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 4 WHOLE AGREEMENT

The General Provisions, Special Provisions and Attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5 SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in the Special Provisions of this Agreement.

ARTICLE 6 REPORTING REQUIREMENTS

Reporting requirements are set forth in the Special Provisions of this Agreement. If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Contractor. If H-GAC withholds such payments, it shall notify the Contractor of its decision and the reasons therefore. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

ARTICLE 7 PAYMENTS

The Contractor agrees that payments are predicated upon properly documented and verified proof of performance delivered and costs incurred by the Contractor in accordance with the terms of this Agreement and shall be paid in accordance with the Compensation and Method of Payment in the Special Provisions.

ARTICLE 8 NON FUNDING CLAUSE

Each payment obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due or for any damages as a result of interruption of payment or termination under this Article. If sufficient State or Federal funds are not allocated or otherwise available from H-GAC, Contractor shall have no further obligation to perform its duties under this contract.

ARTICLE 9 INSURANCE

The Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as specified in the Special Provisions.

ARTICLE 10 REPAYMENTS

The Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to H-GAC any amounts determined by H-GAC, its independent auditors, or any agency of state or federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 11 SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC.

The Contractor acknowledges that H-GAC is not liable to any subcontractor(s) of the Contractor.

The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor.

ARTICLE 12 AUDIT

As a recipient of state or federal assistance through this Agreement, the Contractor acknowledges that it is subject to the Single Audit Act of 1996, P.L. 98-502, (hereinafter referred to as "Audit Act"), OMB Circular No. A-133, and the State of Texas Single Audit Circular incorporated in UGMS.

The Contractor shall have an audit made in accordance with the Single Audit, requirements of the most recently adopted UGMS and OMB Circular A-133 for any of its fiscal years in which Contractor expends more than \$500,000 in combined state or federal financial assistance.

The Contractor will provide H-GAC a copy of the single audit on request, including management letter and reporting package required by federal and state rules within thirty (30) days after receipt of the auditor's report, or nine months after the end of the audit period.

H-GAC reserves the right to conduct or cause to be conducted an independent audit of all funds distributed under this Agreement which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by the H-GAC. Such audit will be conducted in accordance with State law, regulations, and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any costs disallowed or overpayment as a result of audit or inspection of records kept by the Contractor on work performed under this Agreement.

ARTICLE 13 EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work, complete and accurate records of all of the Contractor's costs and documentation of items, which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas and the United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by it. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third party's charges.

The Contractor further agrees to include in all its subcontracts permitted pursuant to Article 11 hereof, a provision to the effect that the subcontractor agrees that H-GAC and its duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 14 RETENTION OF RECORDS

The Contractor shall maintain all records pertinent to this Agreement, including but not limited to those records enumerated in Article 13, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than three (3) calendar years from the later of the date of

acceptance of the final contract closeout or the date of the final audit required under Article 12 of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

ARTICLE 15 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided, if the Contractor may not legally comply with such change, the Contractor may terminate its participation herein as authorized by Article 16.

H-GAC may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder and/or the Compensation to be paid for services described in this Contract. The Contractor's Authorized Official or his/her designee, is hereby authorized to accept funding for additional classes in accordance with the attached Law Enforcement Training Courses Chart (Attachment A), which is hereby incorporated into this contract by this reference for all purposes. Such changes that are mutually agreed upon by and between H-GAC and the Contractor in writing shall be incorporated into this Agreement.

ARTICLE 16 TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated under the following circumstances:

A. Convenience

H-GAC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the Contractor whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within thirty (30) days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoice shall be satisfactory to the Executive Director or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of H-GAC, less payment of any compensation previously paid.

The Contractor may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to H-GAC. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of the Agreement provided for herein, H-GAC agrees to pay for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement that completion of the services herein specified within the agreement term is significantly

endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease and the Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement, which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of H-GAC or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of H-GAC as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by H-GAC as a result of such default, including an amount agreed to in writing by H-GAC and the Contractor to be necessary to complete the services herein specified, in addition to that which would have been required had the Contractor completed the services herein specified.

ARTICLE 17 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 18 COPYRIGHTS

The state or federal awarding agency and H-GAC reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- (a) The copyright of all maps, data, reports, research or other work developed under this Agreement; and
- (b) Any copyrights or rights of use to copyrighted material, which the Contractor purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC on request.

ARTICLE 19 OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Contractor as a part of its work under this Agreement shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof, at the time of payment under article 8 for work performed. All such data and material shall be furnished to H-GAC on request.

ARTICLE 20 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the H-GAC.

ARTICLE 21 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The Contractor agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of

the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

ARTICLE 22 CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractors, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 23 POLITICAL ACTIVITY; LOBBYING

No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Contractor, if a recipient of federal assistance exceeding \$100,000 through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 24 SECTARIAN INVOLVEMENT PROHIBITED

The Contractor shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 25 CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees that it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of the funding entity. The Contractor agrees to promptly notify H-GAC of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

ARTICLE 26 TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 27 ACKNOWLEDGEMENT OF FUNDING SOURCE

The Contractor shall give credit to H-GAC as the funding source for this Agreement in all oral presentations, written documents, publicity, and advertisements regarding any of the Contractor’s activities, which arise from this Agreement.

ARTICLE 28 DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Agreement which are not disposed of by agreement shall be decided by the Executive Director of H-GAC or his designee, who shall commit his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 29 GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas, unless the laws of the State of Texas specifically establish venue in some other county.

ARTICLE 30 ORDER OF PRIORITY

In the case of any conflict between the General Provision, the Special Provisions, and Attachments to this Agreement, the following order of priority shall be utilized: Special Provision, General Provisions, and Attachments.

SIGNATURES:

H-GAC and the Contractor have executed the Agreement as of the date first written above.

Jack Steele, Executive Director
Houston-Galveston Area Council

Mayor, Texas City

Date

Date

**HOUSTON-GALVESTON AREA COUNCIL
REGIONAL LAW ENFORCEMENT TRAINING
SPECIAL CONTRACT PROVISIONS**

ARTICLE 1 INTRODUCTION

This contract is by and between the Houston-Galveston Area Council, Grantee or Planning Agency, and the Texas City Law Enforcement Training Academy and in aid of Criminal Justice Division (CJD) Grant No. SF-08-A10-14719-10, titled Law Enforcement Training Project. It is understood by all parties that payment obligations created by this contract are conditional upon the availability of State or Federal funds appropriated or allocated for the payment of such obligations. The term of this contract shall commence on September 1, 2010, and shall end on August 31, 2011, unless extended or terminated as otherwise provided for in this contract.

This contract shall automatically terminate on the grant expiration date or any extension date thereof granted by CJD or upon termination of the underlying grant by CJD. All services billed hereunder must be rendered within the grant period.

ARTICLE 2 SCOPE OF SERVICES

The Contractor covenants and agrees to provide regional law enforcement training set forth in this contract and Attachment A. The Planning Agency hereby agrees to engage the Contractor and the Contractor agrees to perform regional law enforcement training hereinafter set forth pursuant to the provisions of the grant from the Office of the Governor, Criminal Justice Division. The services to be performed by the Contractor are herewith outlined as follows.

- (a). Project Task: The Contractor shall provide training and instruction to law enforcement personnel in the H-GAC region. The Contractor shall provide such instruction only to students who are eligible or who would be eligible for certification upon completion of a course, by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE).
- (b). Work Product: In performing the services specified herein, the Contractor shall provide instruction in the courses as described in the Law Enforcement Training Courses Chart which is attached hereto and is a part of the Contractor. Times within the Contract performance period and locations in the region for conduct of the courses specified shall be mutually agreed upon by the Planning Agency and the Contractor.
- (c). The content and presentation of each course shall comply fully with all applicable rules and regulations of TCLEOSE.
- (d). The Contractor may, at its sole discretion, elect to grant academic credit for courses offered under this agreement. However, such granting of academic credit shall in no way relieve the Contractor of its obligation to meet the terms of this Contract, the request for proposal and the rules and regulations of TCLEOSE. Contractor's election to grant academic credit shall not increase cost of the course presentation to H-GAC or the student.
- (e). The Contractor shall be responsible for the timely distribution of announcements of contracted course(s) to potential trainees.

- (f). The Contractor shall require trainees to complete Instructor Evaluation Questionnaires for each course. The Questionnaire shall be the design of the Contractor. A summary of these forms shall be furnished to the Planning Agency on request.

ARTICLE 3 PERFORMANCE PERIOD

The period of this Contract shall commence on September 1, 2010 and continue in force until August 31, 2011, unless extended by the Planning Agency as provided in Article 4 of the Special Contract Provisions.

ARTICLE 4 CONTRACT EXTENSION

H-GAC may at its option offer a contract extension at the completion of the initial performance period. Contract extensions may be offered if all contract conditions have been satisfactorily met during the initial performance period, if the service remains a priority service for funding by H-GAC, and if no outstanding audit or monitoring findings are unresolved. Such extension shall be the option of H-GAC with the Contractor given the right of first refusal. Terms of compensation and performance will be renegotiated in conformance with available federal funding, priorities identified by H-GAC for the period of the contract extension, and H-GAC's current policies regarding funding such services at the time the extension is offered. If H-GAC elects to exercise such option, it shall by delivering a Notice of Renewal to the Contractor at least 30 days prior to the end of the initial Performance Period.

ARTICLE 5 COORDINATION OF TRAINING PROJECT

The Planning Agency shall provide coordination of training activities, including overall monitoring and implementation of the training program. The H-GAC training Coordinator shall act as liaison between the area law enforcement agencies and the Contractor, and the Office of the Governor, Criminal Justice Division.

The Contractor shall provide a staff coordinator of services under this contract who holds a valid Instructor certificate from the TCLEOSE and who shall act as liaison between the Contractor and the Planning Agency. The Contractor shall immediately notify the Planning agency in writing of any change in the TCLEOSE certification.

ARTICLE 6 COMPENSATION

The Planning Agency agrees to pay the Contractor the total sum not to exceed eighteen thousand one hundred and thirty one dollars (\$18,131) for services described in this Contract, subject to amendment or change of this Agreement in accordance with Article 15 of the General Provisions.

ARTICLE 7 METHOD OF PAYMENT

The Planning Agency shall make payments to the Contractor in the following manner:

- (a). Contractor shall be paid actual documented cost of each course conducted as listed in the Law Enforcement Training Courses Chart. In no event shall the payment for a course exceed the amount shown in that chart unless an amendment has been put in place. Contractor shall not be paid for any individual course until that course has been conducted and completed. Contractor shall bill the Planning Agency for fully documented and substantiated costs of all courses conducted within the quarter. The quarterly reimbursement form and supporting documentation will be due to the Planning Agency as follows:

- December 15, 2010
- March 15, 2011

- June 15, 2011
- September 15, 2011

Contractor shall include with each billing the following:

1. A copy of the Report of Training Form submitted to TCLEOSE attesting to:
 - a. Attendance by each trainee, and
 - b. Successful completion of the course
 2. A list of all instructors presenting materials during the course, showing names,, subject(s) presented, and hours of instruction.
 3. H-GAC's reimbursement form (Attachment B) is to be completed and submitted with the total cost billed, identifying the course(s) completed, number of students and other information as indicated.
- (b). No course shall be conducted unless documented proof of currently valid TCLEOSE certification covering that course is in possession of the Planning Agency at least fifteen (15) days prior to the first class day of that course.
- (c). All intermediate and advanced courses shall be open to all local law enforcement officers on an equal basis. Special peace officers may attend courses on the same basis as local peace officers if space is available.
- (d). Each intermediate and advanced course shall have at least the minimum number and, at most, the maximum number of registrants as specified in the Law Enforcement Training Courses Chart for that course. The maximum number has been determined according to the nature of the course, for effective training.
- (e). Part-time peace officers and special peace officers may attend intermediate and advanced courses if space is available after all full time, commissioned peace officer applicants have been accommodated according to (c), above.
- (f). In the event a course fails to have the minimum number of registrants as specified by the Law Enforcement Training Courses Chart (Attachment A), the Contractor will submit a Below Minimum Enrollment Form (Attachment C) to H-GAC for approval three days prior to class start date.
- (g). In the event an Academy must substitute courses, the Academy will submit a Course Substitution Form (Attachment D) to H-GAC for approval three days prior to class start date.
- (h). Contract shall not exceed the sum of eighteen thousand one hundred and thirty one dollars (\$18,131) be paid to the Contractor as payment for conducting and completing the courses described in the Law Enforcement Training Courses Chart unless amended by the planning agency and contractor as provided in article 15 of the General Provisions.

ARTICLE 8 PERSONNEL

The Contractor shall furnish all necessary personnel with the professional classification, qualifications, skill and expertise required to perform the services to be rendered pursuant to Article 2 of the Special Contract Provisions. The Contractor shall be responsible for completion of the services to be rendered and will provide

all necessary supervision and coordination of activities that may be required to complete the services. The Contractor shall not subcontract work to be performed as described by Article 2 of the Special Contract Provisions without prior written consent of H-GAC.

ARTICLE 9 SUBCONTRACTS

The Contractor shall furnish to the Planning Agency a copy of the completed "Agreement for Consultant/Instructor" when the Contractor uses the services of a person as an instructor or consultant when that person is not part of the regular instructional staff of the contracting institution. Copies of the Agreement shall be kept on file at the Law Enforcement Academy. Copies of these shall be furnished to the Planning Agency upon request.

ARTICLE 10 COPYRIGHTS AND RIGHTS IN DATA

When activities involved in the services provided for in this Contract produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form) or other copyrightable material, the Contractor may copyright such, but the Governor's Office of General Counsel and Criminal Justice reserves a royalty-free, non-exclusive and irrevocable license to produce, publish and use such materials and to authorize others to do so.

Provisions appropriate to effectuate the purpose of this condition must be in all employment contracts, consultant agreements and other subcontracts emanating from this Contract.

ARTICLE 11 LABOR STANDARDS

The Contractor will comply with the Fair Labor Standards Act of 1938 (29 USC 676 et.seq.).

ARTICLE 12 AGE DISCRIMINATION

The Contractor will comply with the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.).

ARTICLE 13 INSURANCE

The Contractor represents to H-GAC that it self-insures its general liability exposure including bodily injury, death and property damage. The limits of liability are set in part by the Texas Tort Claims Act. The Contractor self-insures workers compensation and employer's liability under the Texas Workers Compensation Act.

ARTICLE 14 ASSIGNMENT

The provisions of this contract shall not be assignable without the prior written consent of the other party. Written consent on the part of H-GAC shall be in the form of a motion or resolution, adopted by the Board of Directors of H-GAC.

ARTICLE 15 RECORDS RETENTION

Records shall be retained for at least **THREE (3) YEARS** following the closure of the most recent audit report and until any outstanding litigation; audit or claim has been resolved. Records are subject to inspection by H-GAC, CJD, or any state or federal agency authorized to inspect same.

SIGNATURES:

H-GAC and the Contractor have executed this agreement in multiple copies, each of which is an original

ACCEPTED BY:

MAYOR

HOUSTON-GALVESTON AREA COUNCIL

Signature _____

Signature _____

Name _____

Name Jack Steele

Title _____

Title Executive Director

Date _____

Date _____

ATTACHMENT A

HOUSTON-GALVESTON AREA COUNCIL

2011 LAW ENFORCEMENT TRAINING COURSES CHART

City of Texas City

Course Title	TCLEOSE Course Number	Course Hours	Minimum Enrollment	Contact Hours	Bid Cost	Contracted Amount
Arrest, Search and Seizure	2108	16	20	320	\$1,150.00	\$690
Basic Hostage Negotiation	3302	40	15	600	\$2,860.00	\$1,716
Basic Police Instructor	1014	40	15	600	\$2,440.00	\$690
Child Abuse Investigation	2105	24	20	480	\$1,584.00	\$950
Field Training Officer	3702	40	15	600	\$2,440.00	\$1,464
Forensic Courtroom Testimony & Deameanor	2057	16	20	320	\$3,745.00	\$2,247
HIV / AIDS & Viral Hepatitis in CJ	3804	8	20	160	\$450.00	\$270
Intermediate Crime Scene Search	2106	40	20	800	\$2,440.00	\$1,464
Intermediate Crisis Intervention	2106	16	20	320	\$980.00	\$588
Intermediate Spanish for Law Enforcement	2109	24	20	480	\$2,472.00	\$1,483
Intermediate Use of Force	2107	24	20	480	\$1,479.00	\$887
Investigative Topics	3200	16	20	320	\$980.00	\$588
Mechanics of Arrest	2042	8	15	120	\$392.00	\$235
Mid-Level Police Management Skills	3700	24	15	360	\$2,138.00	\$1,283
New Supervisor's Course	3737	24	15	360	\$1,479.00	\$887
Report Writing	3300	16	20	320	\$980.00	\$588
Sexual Assault & Abuse	3201	24	20	480	\$1,479.00	\$887
Spanish for Law Enforcement	2109	32	20	640	\$1,950.00	\$1,170
Special Investigative Topics	3232	8	20	160	\$450.00	\$270
Stun Gun - TASER Certification	3300	8	15	120	\$450.00	\$270

ATTACHMENT B

HOUSTON-GALVESTON AREA COUNCIL

2011 LAW ENFORCEMENT TRAINING REIMBURSEMENT FORM

City of Texas City

County

Remittance Address

Houston-Galveston Area
Council
Law Enforcement Training
Reimbursement Form
Report No. _____

FY2011 LAW ENFORCEMENT TRAINING
Contract
Number _____
Project
Number _____
Report Period _____

Training
Courses

Date

Reimbursement Amount

Cost Category	Amount Contracted	Current	Prior Cumulative	Total Cumulative	Balance
CJ1120 Reimbursement					
Total CJD \$ Requested					
Course Hours					

HGAC Use Only

Approved By: _____

Date

Date

Blanket PO# _____

Approved by vendor - See Attachments

ATTACHMENT C

HOUSTON-GALVESTON AREA COUNCIL

2011 LAW ENFORCEMENT TRAINING BELOW-MINIMUM ENROLLMENT FORM

City of Texas City

Please complete the following steps:

- 1) **Complete** your agency and contact information below;
- 2) **Type** in the name of the course(s) for minimum enrollment below;
- 3) **Save** this form in your hard drive for your records;
- 4) **E-mail** this form as an attachment to jackie.damewood@h-gac.com

NOTE: This document is saved and protected as a form; areas are navigated by tabbing from one text field to the next. To tab back to a previous field, press Shift + Tab.

Agency Name:

Mailing Address:

Physical Address:

City:

State: TX

Zip Code:

E-mail Address:

Telephone #:

Fax #:

Please fill in the information below.

Course Title	Course Date / Instructor's Name	Minimum Enrollment Required	Projected Enrollment

Please state why it is necessary to go below minimum enrollment for this course:

Requested

By:

Printed Name & Title

H-GAC

Staff:

Printed Name & Title

ATTACHMENT D

HOUSTON-GALVESTON AREA COUNCIL

2011 LAW ENFORCEMENT TRAINING COURSE SUBSTITUTION FORM

City of Texas City

Please complete the following steps:

- 1) **Complete** your agency and contact information below;
- 2) **Type** in the course(s) you will not be conducting with the course(s) you would like to substitute;
- 3) **Save** this form in your hard drive for your records;
- 4) **E-mail** this form as an attachment to jackie.damewood@h-gac.com

NOTE: This document is saved and protected as a form; areas are navigated by tabbing from one text field to the next. To tab back to a previous field, press Shift + Tab.

Agency Name:

Mailing Address:

Physical Address:

City:

State: **TX**

Zip Code:

E-mail Address:

Telephone #:

Fax #:

Please fill in the information below.

	Course Title	TCLEOSE Course Number	Scheduled Date of Class	Contract Minimum Enrollment Required	Course Hours	Contact Hours
Old Class						
New Class						

Please state reason(s) for substitution:

Requested
By:

Printed Name & Title

H-GAC
Staff:

Printed Name & Title

CITY COMMISSION AGENDA

Date: 11/03/2010

Bid # 2011-978 Stationery Annual Contract

Submitted By: Rita Williams, Purchasing

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Approve and award Bid # 2011-978 Stationery Annual Contract.

BACKGROUND

Bid packets were mailed to area vendors on October 1, 2010. A bid tabulation is attached for your review.

Bids opened Monday, October 18, 2010.

ANALYSIS

The low responsible bid meeting all specifications was received by Dreyfus Printing, in Alvin, for the unit prices bid.

It is my recommendation to award the Stationery Annual Contract to Dreyfus Printing, for the unit prices bid and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Attachments

Link: [Res. 10-112](#)

Link: [Exhibit A](#)

RESOLUTION NO. 10-112

A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT WITH DREYFUS PRINTING FOR STATIONERY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on October 18, 2010, bids were opened for an annual contract for stationery, Bid No. 2011-978; and,

WHEREAS, the low, responsible bid meeting all specifications and requirements was submitted by Dreyfus Printing as shown on Exhibit "A" attached hereto and made a part hereof for all intent and purposes.

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

SECTION 1: That the successful bidder for the annual contract for stationery is Dreyfus Printing for the unit price bid in Exhibit "A", as attached hereto and made a part hereof for all intents and purposes.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Dreyfus Printing for stationery for the bid price set out in Exhibit "A".

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

PASSED AND ADOPTED this 3rd day of November, 2010.

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

APPROVED AS TO FORM:

Ronald F. Plackemeier
City Attorney

ATTEST:

Nicholas Finan
City Secretary

BID TABULATION

Stationery Annual Contract Bid # 2011-978

Bid Opening: Monday, October 18, 2010 @ 2:00 p.m.

UNIT PRICES – PER BOX

Description	Dreyfus Printing Alvin, Texas	Speedy's Printing Galveston, Texas	Houston Chronicle Houston, Texas	M I Printing Services Webster, Texas	Previous Contract
Department Letterhead	\$105.00	NO BID	\$152.00	\$ 73.50	\$118.00
	\$ 98.00		\$101.20	\$ 58.90	\$116.50
	\$ 96.00		\$ 86.73	\$ 58.13	\$116.00
Municipal Court Letterhead	\$ 71.00	\$ 48.61	\$ 65.00	\$ 52.00	\$75.00
Mayor's Letterhead – Seal	\$ 98.00	\$ 97.22	\$128.80	\$ 60.00	\$91.00
Mayor's 2 nd page Letterhead	\$ 35.00	\$ 87.25	\$ 34.50	\$ 52.00	\$35.00
Mayor's Envelopes	\$146.00	\$104.55	\$142.60	\$ 88.00	\$136.00
Envelopes with multi departments ordering	\$129.50	NO BID	NO BID	\$ 66.80	\$124.00
	\$124.50			\$ 64.80	\$122.00
Envelopes with one department ordering	\$ 99.50	NO BID	\$136.00	\$ 66.80	\$91.00
Envelopes with gold seal	\$131.00	\$104.55	\$136.00	\$ 78.00	\$138.00

UNIT PRICES – PER BOX

Description	Dreyfus Printing	Speedy's Printing Galveston, Texas	Houston Chronicle Houston, Texas	M I Printing Services Webster, Texas	Previous Pricing
Window envelopes used–payable checks	\$ 34.00	\$ 17.99	NO BID	\$ 28.00	\$35.50
Letter Manila Envelopes 4 ¾ "x11"	\$104.50	\$ 44.90	\$106.50	\$ 52.50	\$91.50
Manila Clasp Envelopes 6.5" x 9.5"	\$ 26.00	\$ 70.45	\$ 36.40	\$ 80.00	\$25.50
Manila Clasp Envelopes 9.5" x 12.5"	\$ 33.70	\$ 77.55	\$ 39.50	\$ 70.00	\$ 33.70
Staff Business Cards	\$ 65.00	NO BID	\$ 28.85	\$ 32.00	\$74.75
Executive Mgmt. Business Cards – Seal	\$ 75.00	\$ 95.10 Disqualified – did not bid on every item	\$ 57.60 Disqualified – did not bid on every item	\$ 65.00 Disqualified – did not turn in original bid form	\$77.45

CITY COMMISSION AGENDA

Date: 11/03/2010

Bid # 2011-975 Library Materials Annual Contract

Submitted By: Rita Williams, Purchasing

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Approve and award Bid # 2011-975 Library Materials Annual Contract.

BACKGROUND

Bids packets were mailed to area vendors on September 8, 2010. A letter of recommendation is attached for your review.

Bids opened Friday, October 15, 2010 at 2:00 p.m.

ANALYSIS

Baker & Taylor, in North Carolina, provides the highest discount schedule for the materials most purchased by the Library. The free shipping agreement from Baker & Taylor reflects additional cost savings and the availability of publishers is greater.

After careful review by Beth Steiner, Library Director, of each bid received, it is recommended the Library Materials Annual Contract be awarded to Baker & Taylor, Inc., in North Carolina, and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Attachments

Link: [Res. No. 10-113](#)

Link: [Exhibit A](#)

RESOLUTION NO. 10-113

A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BAKER AND TAYLOR, INC., FOR THE PURCHASE AND DELIVERY OF BOOKS, PUBLICATIONS AND AUDIO-VISUAL MATERIALS FOR THE LIBRARY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on October 15, 2010, bids were opened for the purchase and delivery of books, publications and audio-visual materials for the library, Bid No. 2011-975; and,

WHEREAS, Baker and Taylor, Inc., provided the highest discount schedule for materials most purchased by the library, the availability of publishers and free shipping and handling which reflects significant cost savings to the City.

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 books, publications and audio-visual materials for the library is Baker and Taylor, Inc.

SECTION 2: That the Mayor is hereby authorized to enter into an agreement with Baker and Taylor, Inc. for the purchase and delivery books, publications and audio-visual materials for the prices described in Exhibit A, attached hereto and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 3rd day of November, 2010.

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

ATTEST:

APPROVED AS TO FORM:

Nick Finan
City Secretary

Ronald F. Plackemeier
City Attorney

From: Beth Ryker Steiner, Library Director

Re: Bid #2011-975 Library Materials Annual Contract

Date: 10/19/2010

1. Bids were received from the following three companies:

- A. Brodart Co.
- B. Ingram Library Services, Inc.
- C. Baker & Taylor

2. Major areas of difference in bids:

- A. Brodart Co.
 - 1. Does not supply DVDs, Music CDs or Audio books
 - 2. Maintains a much smaller inventory of materials; handles considerably fewer materials/publishers than either Ingram or Baker & Taylor
 - 3. Unable to determine from bid documents if shipping is free
 - 4. Charges no surcharge for non –discounted books
- B. Ingram Library Services
 - 1. Maintains the largest inventory and most extensive access to publishers
 - 2. Offers slightly higher discounts on music CDs, and trade paper and mass market paperbacks
 - 3. Charges no surcharge for non-discounted books
 - 4. Currently offers free shipping, but reserves the right to assess a fuel surcharge with notice (p. 11 of bid document)
- C. Baker & Taylor
 - 1. Maintains an inventory smaller than Ingram but significantly larger than Brodart
 - 2. Provides higher discounts on Trade editions, Library editions, S & L editions, graphic novels, DVDs and audio books.
 - 3. May charge a surcharge for non-discounted books
 - 4. Offers free shipping

3. Recommendation of bid award - **Baker & Taylor**

A. Vendor covers all requested formats, thus making ordering of library materials more efficient and more cost effective.

B. Offers the highest discounts on DVDs and audio books, and higher discounts on trade editions, library editions, S & L editions than Ingram. The total discount schedule applied to our projected purchasing patterns will result in the lowest prices and most buying power of the two vendors who cover all requested formats.

C. Inventory size and access to publishers is acceptable.

D. Free shipping is guaranteed.

CITY COMMISSION AGENDA

Date: 11/03/2010

Bid # 2011-233 5th Street No Paving, Drainage, Water & Sewer Improvements Project

Submitted By: Rita Williams, Purchasing

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Approve and award Bid # 2011-233 5th Street No Paving, Drainage, Water & Sewer Improvements Project.

BACKGROUND

Bid packets were mailed to/picked up by area vendors on September 28, 2010. A letter of recommendation and bid tabulation are attached for your review.

Bids opened on Wednesday, October 20, 2010 at 2:00 p.m.

This project is funded by the Texas Department of Rural Affairs (TDRA).

ANALYSIS

The low responsible bid meeting all specifications was received from SER Construction Partners, Ltd., for the total bid of \$1,660,775.00. SER Construction Partners, Ltd. appears to be a responsible firm that should be capable of performing the specified work in a satisfactory manner.

It is my recommendation to award the 5th Street North Improvement Project to SER Construction Partners, Ltd., for the total bid amount of \$1,660,775.00 and that the Mayor is authorized to execute a contract on behalf of the City Commission. I further recommend that the Mayor be authorized to approve change orders, not to exceed 25% of the total contract price, without bringing the matter before Commission.

Thank you.

ALTERNATIVES CONSIDERED

Attachments

Link: [Res. No. 10-114](#)

Link: [Exhibit A](#)

Link: [Exhibit B](#)

RESOLUTION NO. 10-114

A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR 5TH STREET NO. PAVING, DRAINAGE, WATER & SEWER IMPROVEMENTS PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on September 28, 2010, bids were mailed to/picked up by area vendors for the 5th Street No. paving, drainage, water & sewer improvements project, Bid No. 2011-233; and

WHEREAS, bids opened on October 20, 2010, and the lowest bid meeting all specifications was received from SER Construction Partners, Ltd. for the total bid of \$1,660,775.00.

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

SECTION 1: That the successful bidders for the 5th Street No. paving, drainage, water & sewer improvements project, Bid No. 2011-233 is SER Construction Partners, Ltd. for the total bid of \$1,660,775.00.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with SER Construction Partners, Ltd. for the 5th Street No. paving, drainage, water & sewer improvements project, Bid No. 2011-233, for the unit price bid in Exhibit "A", as attached hereto an 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 3rd day of November, 2010.

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

ATTEST:

APPROVED AS TO FORM:

Nick Finan
City Secretary

Ronald F. Plackemeier
City Attorney

October 25, 2010

Mr. Tom Kessler, P.E.
Director of Public Works
City of Texas City
301 6th Street North
Texas City, Texas 77590

Re: 5th Street North Paving, Drainage, Water and Sewer Improvements
City of Texas City
HDR|C&M Job No.: 09-114

Dear Mr. Kessler:

On October 20, 2010, the City received five (5) bids for the above referenced project. This project is funded by Texas Department of Rural Affairs (TDRA). Following is a summary of our bid evaluation:

Bid Tabulation Sheet – Five (5) construction firms participated in the bidding process. Each bid was checked for mathematical errors and/or bid irregularities. Errors were discovered in Metro City Construction L.P.'s and Matula & Matula Construction, Inc.'s bid. Appropriate corrections to the errors were made and included in the attached bid tabulation. The bids for the project are as follows:

	Contractor	Total Bid
1	SER Construction Partners, Ltd.	\$1,660,775.00
2	Metro City Construction, L.P.	\$1,666,508.80
3	Huff & Mitchell, Inc.	\$1,717,189.00
4	Matula & Matula Construction, Inc.	\$1,728,743.40
5	Conrad Construction Co., Ltd.	\$1,771,478.83

A copy of the bid tabulation is attached. SER Construction Partners, Ltd. provided HDR|C&M with a financial statement, current balance sheet, and qualification statement.

Based on the project information provided in the qualification statement, SER Construction Partners, Ltd. has performed several projects similar to the 5th Street North Paving, Drainage, Water and Sewer Improvements Project. SER Construction Partners, Ltd. also has performed several projects for the City of Texas City.

The projects include:

- Logan Street & 34th Street Paving and Drainage Improvements Project
- 29th Street Paving, Drainage, and Water Line Improvements Project
- 16th Avenue Paving, Drainage and Water Line Improvements Project
- 9th St. and 7th St. Paving, Drainage, and Water Line Improvements Project
- Phase 7 Water Line Replacement Project
- 2008 Lift Stations Improvement Project
- Magnolia Street Paving & Drainage Improvement Project
- Dike Paving Improvements

City staff and HDR|Claunch & Miller have been satisfied with SER Construction Partners, Ltd. performance on these projects. SER Construction Partners, Ltd. appears to be a responsible firm that should be capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the 5th Street North Paving, Drainage, Water and Sewer Improvements Project to SER Construction Partners, Ltd. for a total of \$1,660,775.00.

If you have any questions, please contact me.

Sincerely,

HDR|CLAUNCH & MILLER



Ngoc Kim Le, P.E.
Project Engineer

Cc: Mr. Doug Kneupper, P.E. – City of Texas City
Mr. Todd Hoover – City of Texas City
Mr. Tommy Maris – City of Texas City
Mr. Bruce J. Spitzengel – GrantWorks, Inc.

5th Street North Paving, Drainage, Sewer Water Improvements Project

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER				METRO CITY CONSTRUCTION		HUFF & MITCHELL, INC.		MATULA & MATULA		CONRAD CONSTRUCTION	
				SER CONSTRUCTION		UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
				UNIT PRICE	TOTAL AMOUNT										
PAVING ITEMS															
1	Traffic Control and Regulation	L.S.	1	\$ 80,000.00	\$80,000.00	\$9,900.00	\$9,900.00	\$25,000.00	\$25,000.00	\$45,969.50	\$45,969.50	\$102,000.00	\$102,000.00		
2	Temporary asphalt pavement at the 9th Avenue and 5th Street intersection	S.Y.	1,500	\$ 31.00	\$46,500.00	\$39.30	\$58,950.00	\$22.00	\$33,000.00	\$30.30	\$45,450.00	\$28.15	\$42,225.00		
3	Remove and dispose of existing concrete pavement and base material	S.Y.	2,650	\$ 5.00	\$13,250.00	\$2.00	\$5,300.00	\$3.00	\$7,950.00	\$2.20	\$5,830.00	\$3.05	\$8,082.50		
4	Remove and dispose of existing asphaltic pavement and base material	S.Y.	5,850	\$ 5.00	\$29,250.00	\$2.10	\$12,285.00	\$3.00	\$17,550.00	\$2.50	\$14,625.00	\$2.75	\$16,087.50		
5	8" thick reinforced concrete pavement	S.Y.	1,300	\$ 37.00	\$48,100.00	\$37.94	\$49,322.00	\$45.00	\$58,500.00	\$39.20	\$50,960.00	\$38.50	\$50,050.00		
6	6" thick reinforced concrete pavement	S.Y.	6,300	\$ 29.00	\$182,700.00	\$31.06	\$195,678.00	\$40.00	\$252,000.00	\$32.40	\$204,120.00	\$27.95	\$176,085.00		
7	6" lime stabilized subgrade	S.Y.	8,800	\$ 4.00	\$35,200.00	\$4.80	\$42,240.00	\$4.00	\$35,200.00	\$4.80	\$42,240.00	\$6.60	\$58,080.00		
8	Full depth asphalt transition and point repair	S.Y.	800	\$ 47.00	\$37,600.00	\$68.55	\$54,840.00	\$40.00	\$32,000.00	\$81.40	\$65,120.00	\$69.30	\$55,440.00		
9	Remove and replace asphalt driveway	S.Y.	150	\$ 36.00	\$5,400.00	\$34.00	\$5,100.00	\$35.00	\$5,250.00	\$25.40	\$3,810.00	\$33.35	\$5,002.50		
10	Remove and replace gravel driveway	S.Y.	200	\$ 24.00	\$4,800.00	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$17.60	\$3,520.00	\$12.40	\$2,480.00		
11	Remove and replace 6-inch thick concrete driveway	S.Y.	800	\$ 39.00	\$31,200.00	\$40.00	\$32,000.00	\$40.00	\$32,000.00	\$46.80	\$37,440.00	\$47.00	\$37,600.00		
12	Remove and dispose of existing concrete sidewalk	S.Y.	550	\$ 5.00	\$2,750.00	\$1.40	\$770.00	\$3.00	\$1,650.00	\$2.40	\$1,320.00	\$2.25	\$1,237.50		
13	Proposed 4-inch thick concrete sidewalk	S.Y.	420	\$ 33.00	\$13,860.00	\$43.25	\$18,165.00	\$25.00	\$10,500.00	\$39.60	\$16,632.00	\$36.00	\$15,120.00		
14	Remove and replace wheelchair ramp	S.Y.	50	\$ 52.50	\$2,625.00	\$115.00	\$5,750.00	\$50.00	\$2,500.00	\$50.80	\$2,540.00	\$100.00	\$5,000.00		
15	6-inch curb, including sawcutting	L.F.	3,000	\$ 2.00	\$6,000.00	\$2.50	\$7,500.00	\$2.00	\$6,000.00	\$2.90	\$8,700.00	\$3.00	\$9,000.00		
16	Monolithic curb and gutter	L.F.	600	\$ 21.00	\$12,600.00	\$21.00	\$12,600.00	\$13.00	\$7,800.00	\$19.20	\$11,520.00	\$15.00	\$9,000.00		
17	Concrete paving header	L.F.	450	\$ 5.00	\$2,250.00	\$7.00	\$3,150.00	\$6.00	\$2,700.00	\$8.40	\$3,780.00	\$6.00	\$2,700.00		
18	Type I reflective pavement markings	L.F.	150	\$ 7.10	\$1,065.00	\$6.60	\$990.00	\$6.00	\$900.00	\$7.00	\$1,050.00	\$6.40	\$960.00		
19	Type I reflective pavement markings	L.F.	40	\$ 17.70	\$708.00	\$12.50	\$500.00	\$12.00	\$480.00	\$13.20	\$528.00	\$12.10	\$484.00		
20	Project identification sign	EA.	1	\$ 800.00	\$800.00	\$850.00	\$850.00	\$1,500.00	\$1,500.00	\$947.60	\$947.60	\$869.00	\$869.00		
TOTAL PAVING ITEMS:					\$556,658.00		\$519,890.00		\$536,480.00		\$566,102.10		\$597,503.00		
DRAINAGE ITEMS															
21	Remove and dispose of existing inlets	EA.	16	\$ 200.00	\$3,200.00	\$250.00	\$4,000.00	\$200.00	\$3,200.00	\$883.90	\$14,142.40	\$200.00	\$3,200.00		
22	Remove and dispose of existing storm sewer manhole	EA.	9	\$ 200.00	\$1,800.00	\$400.00	\$3,600.00	\$150.00	\$1,350.00	\$883.90	\$7,955.10	\$600.00	\$5,400.00		
23	Remove and dispose of existing storm sewer and culverts	L.F.	2,200	\$ 12.00	\$26,400.00	\$16.00	\$35,200.00	\$12.00	\$26,400.00	\$16.80	\$36,960.00	\$10.00	\$22,000.00		
24	Abandon and grout-fill existing storm sewer and culverts	C.Y.	45	\$ 76.00	\$3,420.00	\$154.00	\$6,930.00	\$150.00	\$6,750.00	\$170.90	\$7,690.50	\$250.00	\$11,250.00		
25	Abandon existing storm sewer manhole	EA.	1	\$ 300.00	\$300.00	\$900.00	\$900.00	\$250.00	\$250.00	\$883.90	\$883.90	\$600.00	\$600.00		
26	Plug existing storm sewer	EA.	1	\$ 250.00	\$250.00	\$700.00	\$700.00	\$200.00	\$200.00	\$644.00	\$644.00	\$500.00	\$500.00		
27	Proposed plug for future extension of proposed storm sewer box	EA.	1	\$ 900.00	\$900.00	\$1,000.00	\$1,000.00	\$350.00	\$350.00	\$736.60	\$736.60	\$1,000.00	\$1,000.00		
28	18" RCP, ASTM C76, Class III storm sewer, rubber gasket joints	L.F.	29	\$ 62.00	\$1,798.00	\$48.00	\$1,392.00	\$250.00	\$7,250.00	\$54.70	\$1,586.30	\$59.45	\$1,724.05		
29	24" RCP, ASTM C76, Class III storm sewer, rubber gasket joints	L.F.	761	\$ 73.00	\$55,553.00	\$67.00	\$50,987.00	\$80.00	\$60,880.00	\$71.20	\$54,183.20	\$75.73	\$57,630.53		
30	48" RCP, ASTM C76, Class III storm sewer, rubber gasket joints	L.F.	27	\$ 154.00	\$4,158.00	\$141.00	\$3,807.00	\$175.00	\$4,725.00	\$119.80	\$3,234.60	\$136.00	\$3,672.00		
31	5x4' RCB, ASTM C1433, Class III storm sewer, ramnek, joint wrap	L.F.	9	\$ 180.00	\$1,620.00	\$189.50	\$1,705.50	\$190.00	\$1,710.00	\$188.30	\$1,694.70	\$188.00	\$1,692.00		
32	6x4' RCB, ASTM C1433, Class III storm sewer, ramnek, joint wrap	L.F.	405	\$ 227.00	\$91,935.00	\$212.00	\$85,860.00	\$220.00	\$89,100.00	\$240.40	\$97,362.00	\$214.00	\$86,670.00		
33	6x5' RCB, ASTM C1433, Class III storm sewer, ramnek, joint wrap	L.F.	718	\$ 242.00	\$173,756.00	\$227.00	\$162,986.00	\$250.00	\$179,500.00	\$251.40	\$180,505.20	\$229.00	\$164,422.00		
34	6x6' RCB, ASTM C1433, Class III storm sewer, ramnek, joint wrap	L.F.	293	\$ 256.00	\$75,008.00	\$238.00	\$69,734.00	\$300.00	\$87,900.00	\$317.00	\$92,881.00	\$241.00	\$70,613.00		
35	Storm manway installed on storm sewer boxes	EA.	5	\$ 1,200.00	\$6,000.00	\$1,900.00	\$9,500.00	\$1,000.00	\$5,000.00	\$1,675.60	\$8,378.00	\$1,667.00	\$8,335.00		
36	4' x 4' precast manhole	EA.	11	\$ 2,500.00	\$27,500.00	\$5,405.00	\$59,455.00	\$2,400.00	\$26,400.00	\$2,995.10	\$32,946.10	\$2,882.00	\$31,702.00		
37	6' x 6' precast manhole	EA.	1	\$ 5,000.00	\$5,000.00	\$8,713.00	\$8,713.00	\$7,500.00	\$7,500.00	\$6,271.30	\$6,271.30	\$5,572.00	\$5,572.00		
38	10' x 6' storm manhole junction box #N-2	EA.	1	\$ 15,000.00	\$15,000.00	\$20,030.00	\$20,030.00	\$25,000.00	\$25,000.00	\$14,409.50	\$14,409.50	\$20,000.00	\$20,000.00		
39	10' x 6' conflict storm manhole junction box #N-4 as per detail	EA.	1	\$ 17,000.00	\$17,000.00	\$20,913.50	\$20,913.50	\$25,000.00	\$25,000.00	\$15,908.90	\$15,908.90	\$20,000.00	\$20,000.00		
40	10' x 6' conflict storm manhole junction box #N-6 as per detail	EA.	1	\$ 18,000.00	\$18,000.00	\$21,130.00	\$21,130.00	\$25,000.00	\$25,000.00	\$15,908.90	\$15,908.90	\$20,000.00	\$20,000.00		
41	10' x 6' conflict storm manhole junction box #N-8 as per detail	EA.	1	\$ 18,000.00	\$18,000.00	\$21,078.00	\$21,078.00	\$25,000.00	\$25,000.00	\$15,908.90	\$15,908.90	\$20,000.00	\$20,000.00		
42	10' x 6' conflict storm manhole junction box #N-10 as per detail	EA.	1	\$ 17,000.00	\$17,000.00	\$20,987.00	\$20,987.00	\$25,000.00	\$25,000.00	\$15,908.20	\$15,908.20	\$20,000.00	\$20,000.00		
43	13' x 8' storm manhole junction box #N-11	EA.	1	\$ 20,000.00	\$20,000.00	\$26,021.00	\$26,021.00	\$35,200.00	\$35,200.00	\$26,858.30	\$26,858.30	\$24,000.00	\$24,000.00		
44	Type "BB" Inlet	EA.	12	\$ 1,850.00	\$22,200.00	\$1,833.00	\$21,996.00	\$1,900.00	\$22,800.00	\$2,391.90	\$28,702.80	\$2,160.00	\$25,920.00		
45	Type "C" Inlet	EA.	4	\$ 2,000.00	\$8,000.00	\$1,873.00	\$7,492.00	\$2,000.00	\$8,000.00	\$2,403.90	\$9,615.60	\$2,171.00	\$8,684.00		
46	Trench safety for all storm sewers greater than 5' deep	L.F.	2,242	\$ 2.00	\$4,484.00	\$2.00	\$4,484.00	\$2.00	\$4,484.00	\$2.00	\$4,484.00	\$2.00	\$4,484.00		
47	Inlet protection barrier, Stage I and II inlets and existing inlets	EA.	36	\$ 50.00	\$1,800.00	\$46.75	\$1,683.00	\$40.00	\$1,440.00	\$90.00	\$3,240.00	\$100.00	\$3,600.00		
48	Well pointing for storm sewer	L.F.	1,425	\$ 20.00	\$28,500.00	\$20.00	\$28,500.00	\$20.00	\$28,500.00	\$30.80	\$43,890.00	\$20.00	\$28,500.00		
TOTAL DRAINAGE ITEMS:					\$648,582.00		\$700,784.00		\$733,889.00		\$742,890.00		\$671,170.58		

5th Street North Paving, Drainage, Sewer Water Improvements Project

				LOW BIDDER		METRO CITY CONSTRUCTION		HUFF & MITCHELL, INC.		MATULA & MATULA		CONRAD CONSTRUCTION	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	SER CONSTRUCTION		METRO CITY CONSTRUCTION		HUFF & MITCHELL, INC.		MATULA & MATULA		CONRAD CONSTRUCTION	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
WATER ITEMS													
49	2" PVC SDR 21 Class 200, water line	L.F.	50	\$25.00	\$1,250.00	\$9.50	\$475.00	\$35.00	\$1,750.00	\$13.40	\$670.00	\$85.60	\$4,280.00
50	4" PVC (AWWA C-900) Class 150, water line	L.F.	50	\$29.00	\$1,450.00	\$17.50	\$875.00	\$45.00	\$2,250.00	\$26.90	\$1,345.00	\$96.60	\$4,830.00
51	6" PVC (AWWA C-900) Class 150	L.F.	250	\$39.00	\$9,750.00	\$28.70	\$7,175.00	\$33.00	\$8,250.00	\$22.10	\$5,525.00	\$45.20	\$11,300.00
52	8" PVC (AWWA C-900) Class 150	L.F.	1,000	\$43.00	\$43,000.00	\$31.00	\$31,000.00	\$54.00	\$54,000.00	\$25.90	\$25,900.00	\$52.00	\$52,000.00
53	12" PVC (AWWA C-900) Class 150	L.F.	450	\$55.00	\$24,750.00	\$49.00	\$22,050.00	\$60.00	\$27,000.00	\$42.70	\$19,215.00	\$76.50	\$34,425.00
54	20-inch steel casing pipe including 12" PVC Class 150, water line	L.F.	60	\$131.00	\$7,860.00	\$114.00	\$6,840.00	\$100.00	\$6,000.00	\$110.20	\$6,612.00	\$189.00	\$11,340.00
55	8-inch Gate valves	EA.	11	\$1,200.00	\$13,200.00	\$1,237.00	\$13,607.00	\$1,300.00	\$14,300.00	\$1,213.10	\$13,344.10	\$1,210.00	\$13,310.00
56	12-inch Gate valves	EA.	2	\$2,300.00	\$4,600.00	\$2,872.00	\$5,744.00	\$2,000.00	\$4,000.00	\$2,201.60	\$4,403.20	\$2,200.00	\$4,400.00
57	Fire hydrant assembly	EA.	4	\$3,300.00	\$13,200.00	\$2,876.00	\$11,504.00	\$3,500.00	\$14,000.00	\$3,947.80	\$15,791.20	\$4,180.00	\$16,720.00
58	Remove and salvage existing fire hydrant and valve	EA.	1	\$150.00	\$150.00	\$113.00	\$113.00	\$150.00	\$150.00	\$122.40	\$122.40	\$300.00	\$300.00
59	Abandon existing valves, complete in place the sum of:	EA.	2	\$100.00	\$200.00	\$100.00	\$200.00	\$150.00	\$300.00	\$122.40	\$244.80	\$100.00	\$200.00
60	2" wet connection	EA.	2	\$200.00	\$400.00	\$27.10	\$54.20	\$200.00	\$400.00	\$261.20	\$522.40	\$442.00	\$884.00
61	4" wet connection	EA.	2	\$300.00	\$600.00	\$246.00	\$492.00	\$300.00	\$600.00	\$382.80	\$765.60	\$688.00	\$1,376.00
62	6" wet connection	EA.	5	\$500.00	\$2,500.00	\$477.60	\$2,388.00	\$300.00	\$1,500.00	\$685.40	\$3,427.00	\$814.00	\$4,070.00
63	8" wet connection	EA.	2	\$650.00	\$1,300.00	\$625.30	\$1,250.60	\$500.00	\$1,000.00	\$741.20	\$1,482.40	\$990.00	\$1,980.00
64	12" wet connection	EA.	1	\$1,000.00	\$1,000.00	\$1,004.00	\$1,004.00	\$600.00	\$600.00	\$936.80	\$936.80	\$1,276.00	\$1,276.00
65	Cut and plug existing 2" water line to be abandoned	EA.	2	\$50.00	\$100.00	\$33.50	\$67.00	\$150.00	\$300.00	\$84.50	\$169.00	\$176.00	\$352.00
66	Cut and plug existing 4" water line to be abandoned	EA.	2	\$100.00	\$200.00	\$70.00	\$140.00	\$200.00	\$400.00	\$121.30	\$242.60	\$204.00	\$408.00
67	Cut and plug existing 6" water line to be abandoned	EA.	5	\$150.00	\$750.00	\$105.00	\$525.00	\$200.00	\$1,000.00	\$140.80	\$704.00	\$218.00	\$1,090.00
68	Trench safety for all water line greater than 5' deep	L.F.	1,400	\$2.00	\$2,800.00	\$2.00	\$2,800.00	\$2.00	\$2,800.00	\$2.00	\$2,800.00	\$2.00	\$2,800.00
TOTAL WATER ITEMS:					\$129,060.00		\$108,303.80		\$140,600.00		\$104,222.50		\$167,341.00
SANITARY SEWER ITEMS:													
69	Diversion Pumping	L.S.	1	\$13,000.00	\$13,000.00	\$12,000.00	\$12,000.00	\$200.00	\$200.00	\$9,817.50	\$9,817.50	\$1,000.00	\$1,000.00
70	Remove and replace 8" PVC SDR 26 (Class 160) sanitary sewer	L.F.	70	\$54.00	\$3,780.00	\$58.00	\$4,060.00	\$70.00	\$4,900.00	\$32.30	\$2,261.00	\$59.50	\$4,165.00
71	Remove and replace 8" PVC SDR 26 sanitary sewer	L.F.	150	\$67.00	\$10,050.00	\$58.00	\$8,700.00	\$72.00	\$10,800.00	\$32.30	\$4,845.00	\$59.50	\$8,925.00
72	Remove and replace 12" PVC SDR 26 sanitary sewer	L.F.	620	\$75.00	\$46,500.00	\$68.00	\$42,160.00	\$75.00	\$46,500.00	\$42.80	\$26,536.00	\$73.35	\$45,477.00
73	Remove and replace 18" PVC SDR 26 sanitary sewer	L.F.	140	\$99.00	\$13,860.00	\$100.00	\$14,000.00	\$97.00	\$13,580.00	\$57.90	\$8,106.00	\$98.00	\$13,720.00
74	Prop. 10" PVC SDR 26 sanitary sewer	L.F.	260	\$67.00	\$17,420.00	\$60.00	\$15,600.00	\$68.00	\$17,680.00	\$37.40	\$9,724.00	\$54.15	\$14,079.00
75	Prop. 12" PVC SDR 26 sanitary sewer, all depths	L.F.	360	\$77.00	\$27,720.00	\$69.00	\$24,840.00	\$73.00	\$26,280.00	\$42.80	\$15,408.00	\$62.20	\$22,392.00
76	Prop. 4' diameter sanitary sewer manhole	EA.	4	\$2,000.00	\$8,000.00	\$4,465.00	\$17,860.00	\$1,700.00	\$6,800.00	\$2,244.50	\$8,978.00	\$2,464.00	\$9,856.00
77	Remove and replace 4' diameter manhole	EA.	6	\$2,300.00	\$13,800.00	\$4,878.00	\$29,268.00	\$2,000.00	\$12,000.00	\$2,516.80	\$15,100.80	\$3,064.00	\$18,384.00
78	Remove and replace frame and cover on existing fiberglass manhole	EA.	1	\$3,700.00	\$3,700.00	\$793.00	\$793.00	\$650.00	\$650.00	\$524.10	\$524.10	\$350.00	\$350.00
79	Cleaning and survey television inspection of existing sanitary sewer line	L.F.	360	\$6.00	\$2,160.00	\$6.25	\$2,250.00	\$3.00	\$1,080.00	\$11.00	\$3,960.00	\$5.50	\$1,980.00
80	Short side sanitary sewer service replacement, 4" service connection	EA.	3	\$1,450.00	\$4,350.00	\$600.00	\$1,800.00	\$500.00	\$1,500.00	\$812.20	\$2,436.60	\$750.00	\$2,250.00
81	Abandon and grout-fill existing sanitary sewer	C.Y.	15	\$89.00	\$1,335.00	\$200.00	\$3,000.00	\$150.00	\$2,250.00	\$191.90	\$2,878.50	\$250.00	\$3,750.00
82	Trench safety for all sanitary sewers greater than 5' deep	L.F.	1,600	\$2.00	\$3,200.00	\$2.00	\$3,200.00	\$2.00	\$3,200.00	\$2.00	\$3,200.00	\$2.00	\$3,200.00
TOTAL SANITARY SEWER ITEMS:					\$168,875.00		\$179,531.00		\$147,420.00		\$113,775.50		\$149,528.00

				LOW BIDDER									
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	SER CONSTRUCTION		METRO CITY CONSTRUCTION		HUFF & MITCHELL, INC.		MATULA & MATULA		CONRAD CONSTRUCTION	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
SUPPLEMENTAL ITEMS:													
83	Well pointing for water line or sanitary sewer	L.F.	2,500	\$20.00	\$50,000.00	\$20.00	\$50,000.00	\$20.00	\$50,000.00	\$28.80	\$72,000.00	\$20.00	\$50,000.00
84	Wet condition bedding for water line or sanitary sewer installation	L.F.	500	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$9.20	\$4,600.00
85	Wet condition bedding for 48" RCP and smaller storm sewer installation	L.F.	500	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$13.60	\$6,800.00	\$12.15	\$6,075.00
86	Wet condition bedding for box storm sewer installation	L.F.	1,425	\$15.00	\$21,375.00	\$15.00	\$21,375.00	\$15.00	\$21,375.00	\$23.80	\$33,915.00	\$19.65	\$28,001.25
87	Wet condition bedding for manhole construction	EA.	10	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$751.00	\$7,510.00
88	Solid sheet shoring system for storm sewer, sanitary sewer and water line	L.F.	100	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$40.00	\$4,000.00	\$20.00	\$2,000.00
89	Installation and removal of piezometers	EA.	4	\$100.00	\$400.00	\$100.00	\$400.00	\$100.00	\$400.00	\$100.00	\$400.00	\$250.00	\$1,000.00
90	Install extra cement stabilized sand backfill	C.Y.	100	\$20.00	\$2,000.00	\$24.00	\$2,400.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00
91	Install extra bank sand backfill	C.Y.	100	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00
92	Extra Type 'D' asphalt pavement.	TON	100	\$60.00	\$6,000.00	\$60.00	\$6,000.00	\$60.00	\$6,000.00	\$80.00	\$8,000.00	\$60.00	\$6,000.00
93	Extra crushed concrete base material	TON	100	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00
94	Extra 1.5 sack of cement per cubic yard added to the 8" concrete paving	S.Y.	1,300	\$3.75	\$4,875.00	\$3.75	\$4,875.00	\$3.75	\$4,875.00	\$3.75	\$4,875.00	\$7.50	\$9,750.00
95	Extra 1.5 sack of cement per cubic yard added to the 6" concrete paving	S.Y.	1,500	\$3.00	\$4,500.00	\$3.00	\$4,500.00	\$3.00	\$4,500.00	\$3.00	\$4,500.00	\$7.50	\$11,250.00
96	Brace, support and protect utility structures	EA.	1	\$800.00	\$800.00	\$800.00	\$800.00	\$2,000.00	\$2,000.00	\$1,273.40	\$1,273.40	\$800.00	\$800.00
97	1" single short side service reconnection	EA.	1	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$626.20	\$626.20	\$750.00	\$750.00
98	1" single long side service reconnection	EA.	1	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$993.70	\$993.70	\$1,500.00	\$1,500.00
99	Extra polyethylene service tubing	L.F.	100	\$7.00	\$700.00	\$7.00	\$700.00	\$7.00	\$700.00	\$8.70	\$870.00	\$7.00	\$700.00
100	Cash allowance for miscellaneous items	L.S.	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL SUPPLEMENTAL ITEMS:					\$157,600.00		\$158,000.00		\$158,800.00		\$201,753.30		\$185,936.25
PAVING ITEMS					\$556,658.00		\$519,890.00		\$536,480.00		\$566,102.10		\$597,503.00
TOTAL DRAINAGE ITEMS					\$648,582.00		\$700,784.00		\$733,889.00		\$742,890.00		\$671,170.58
TOTAL WATER ITEMS					\$129,060.00		\$108,303.80		\$140,600.00		\$104,222.50		\$167,341.00
TOTAL SANITARY SEWER ITEMS					\$168,875.00		\$179,531.00		\$147,420.00		\$113,775.50		\$149,528.00
TOTAL SUPPLEMENTAL ITEMS					\$157,600.00		\$158,000.00		\$158,800.00		\$201,753.30		\$185,936.25
TOTAL BASE BID PLUS SUPPLEMENTAL ITEMS ITEMS					\$1,660,775.00		\$1,666,508.80		\$1,717,189.00		\$1,728,743.40		\$1,771,478.83
MATHEMATICAL ERROR CORRECTED BY ENGINEER													

CITY COMMISSION AGENDA

Date: 11/03/2010

Bid # 2011-980 Electrical Supplies, Lamps and Ballasts Annual Contract

Submitted By: Rita Williams, Purchasing

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Approve and award Bid # 2011-980 Electrical Supplies, Lamps and Ballasts Annual Contract.

BACKGROUND

Bid packets were mailed to area vendors on October 16, 2010. A bid tabulation is attached for your review.

Bids opened on Friday, October 22, 2010 at 2:00 p.m.

ANALYSIS

The low responsible bids meeting all specifications was received by Consolidated Electrical Distributors, Inc., for the unit prices bid.

It is my recommendation to award the Electrical Supplies, Lamps and Ballasts Annual Contract to Consolidated Electrical Distributors, Inc. for the unit prices bid and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Attachments

Link: [Res. No. 10-115](#)

Link: [Exhibit A](#)

RESOLUTION NO. 10-115

A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR ELECTRICAL SUPPLIES, LAMPS AND BALLASTS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on October 16, 2010, bids were mailed to area vendors for electrical supplies, lamps and ballasts annual contract, Bid No. 2011-980; and,

WHEREAS, bids were opened on October 22, 2010, and the lowest bidder meeting all specifications was submitted by Consolidated Electrical Distributors, Inc. for the unit prices bid.

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

SECTION 1: That the successful bidder for electrical supplies, lamps and ballasts annual contract is Consolidated Electrical Distributors, Inc., for the unit price bid in Exhibit "A", as attached hereto and made a part hereof for all intents and purposes.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with Consolidated Electrical Distributors, Inc. for electrical supplies, lamps and ballasts annual contract for the unit price bid in Exhibit "A" attached hereto.

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

PASSED AND ADOPTED this 3rd day of November, 2010.

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

ATTEST:

APPROVED AS TO FORM:

Nick Finan
City Secretary

Ronald F. Plackemeier
City Attorney

BID TABULATION

Bid #2011-980
Electrical Supplies, Lamps and Ballasts
Annual Contract

Bid Opening: Friday, October 22, 2010 @ 2:00 p.m.

VENDOR	TOTAL BID AMOUNT LIGHT BULBS AND BALLASTS	TOTAL BID AMOUNT ELECTRICAL MATERIALS	Discount off Mgf's list price
Consolidated Electrical Distributors, Inc. Texas City, Texas	\$16,103.31	\$13,746.64	25%
Wholesale Electric Texas City, Texas	\$27,226.89	\$14,808.64	20%
Previous Contract – Electrical		\$13,906.34	
Previous Contract – Light Bulbs and Ballasts		\$17,779.65	

CITY COMMISSION AGENDA

Date: 11/03/2010

Request to approve the Moore Memorial Public Library Reference Policy

Submitted By: Beth Steiner, Library

Department: Library

Information

ACTION REQUEST (Brief Summary)

Resolution No. 10-XXX approving the Moore Memorial Public Library Reference Policy to assist library staff in providing high quality reference and reader's advisory services. This policy was approved the Moore Memorial Public Library Board of Trustees on Oct. 25, 2010.

BACKGROUND

With the business of many financial, educational, private industry, and governmental entities migrating to the internet, demands for reference assistance are increasing in many areas not formerly handled by public libraries. Library staff can provide consistent, efficient and effective services by utilizing a policy covering the provision of these services.

ANALYSIS

Approval of this policy will assist Moore Memorial Public Library staff in continuing to provide the highest quality reference and reader's advisory services.

ALTERNATIVES CONSIDERED

N/A

Attachments

Link: [Res. No. 10-116](#)

Link: [MMPLRefPol](#)

RESOLUTION NO. 10-116

A RESOLUTION APPROVING REFERENCE POLICY FOR MOORE MEMORIAL PUBLIC LIBRARY; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, as many financial, educational, private industry and governmental entities are migrating to the internet, demands for reference assistance are increasing in many areas not formerly handled by public libraries; and

WHEREAS, the library staff can provide consistent, efficient and effective services by utilizing a policy covering the provisions of the reference services and reader advisory services; and

WHEREAS, the policy was approved by the Moore Memorial Public Library Board of Trustees on October 25, 2010; and

WHEREAS, the approval of this policy will assist Moore Memorial Public Library staff in continuing to provide the highest quality reference and reader's advisory services.

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, approves the Reference Policy for the Moore Memorial Public Library, as set out in the policy attached hereto as Exhibit "A," and made a part hereof for all purposes.

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

PASSED AND ADOPTED this 3rd day of November, 2010.

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

ATTEST:

APPROVED AS TO FORM:

Nick Finan
City Secretary

Ronald F. Plackemeier
City Attorney

Moore Memorial Public Library Reference Policy

The purpose of this policy is to assist library staff in providing consistent, high quality reference and reader's advisory services. This policy covers reference services and readers advisory services provided to all ages of library patrons. The Library Director or his/her designated staff member has the authority to make exceptions to this policy as appropriate.

REFERENCE SERVICES

Providing reference services requires the identification of the patron's information needs and utilization of available resources to meet that need as completely, accurately and efficiently as possible. Those resources include, but are not limited to, Moore Memorial's own collection of library materials, online resources, electronic databases, and resources available through other libraries or agencies. Reference staff also provide instruction in the use of the tools, equipment, software and information sources of the Library. Library staff will encourage patrons who need to use these tools and sources frequently to learn to use the tools themselves, but will continue to assist that patron directly if requested.

ETHICS/CONFIDENTIALITY

In accordance with the mission statement of the Library, reference services will be made available on an equal basis to all patrons regardless of race, national origin, age, gender, sexual orientation, background, appearance, or personal views of the patron requesting assistance. Each request is given serious consideration and library staff will not make judgments about the value or worth of the request.

All reference and readers advisory requests are considered confidential and will not be divulged to other agencies or individuals without meeting all criteria required by Federal and State law.

PRIORITIES

While at the reference desk, requests of patrons in the library will normally take precedence over those received by telephone, email or mail. Requests will generally be handled on a first-come first-served basis, although the number, type and depth of the requests may require alternative handling at times. As resources allow, Library staff will also proactively offer service to patrons who appear to be confused or unsuccessful in locating information. Telephone requests which cannot be immediately handled will be handled through return phone calls made in a timely fashion.

AUTHORITATIVE SOURCES

Responses to information queries will be given based on sources which are considered to be reliable, accurate and authoritative. Sources will be cited for all answers, and library staff will not provide personal opinions or interpretations.

REFERENCE/READERS ADVISORY INTERVIEW

Library staff will use the reference interview to help define patron needs. Information gained in this interview will also be considered confidential unless specifically released by the patron.

GUIDELINES FOR SPECIFIC TYPES OF REQUESTS

Library staff will generally attempt to assist with all inquiries. However, the following guidelines and limits have been established for services and queries beyond the resources, scope, expertise and mission of the library.

1. Directional requests – Any knowledgeable library staff member may provide directional assistance to patrons. If possible, library staff should physically accompany the patron to the appropriate part of the library.
2. Homework assignments – Library staff will help find resources or discover tools to complete assignments, but will not help in completing the actual assignment. Moore Memorial Public Library serves many students and recognizes that the search for appropriate and authoritative sources is part of many assignments. Therefore, library staff will attempt to work directly with the student when suggesting resources and may include, or focus on, instruction on the use of search techniques and finding aids in their assistance to that student. Students calling with reference questions that involve selection or analysis of sources for assignments will be asked to come to the library.
3. Telephone reference requests – Requests that involve short answers may be answered by phone. Patrons with requests that would require the reading of lengthy passages over the phone should be asked to come to the library to receive the answer.
4. Portions of materials will not normally be copied in advance for patrons.
5. Secretarial services, copying services, scanning services, editing, graphic design and layout, calculations, tutoring and similar services are not provided.
6. Library staff will assist in finding mathematical or scientific formulas or explanatory materials, but will not solve mathematical problems or work equations for patrons.
7. Income tax questions – Patrons will be assisted in finding and printing a specific tax form. Patrons with requests for tax assistance or determination of appropriate tax forms to file are referred to the IRS or tax guides.
8. Patrons with medical questions are referred to authoritative sources either online or in print. No interpretation, opinion, analysis of drugs or treatment prescribed, or analysis of symptoms is offered.
9. Basic help in using genealogical sources is provided. Library staff members do not provide genealogical research services.
10. Library staff members do not provide private tutoring in literacy, but will refer patrons to local literacy programs or other community resources as appropriate.
11. Patrons with legal inquiries are assisted in locating available legal information sources, but will not be provided with legal advice, interpretation or direction by library staff.

12. Appraisals or valuations of collectible materials or art are never provided by library staff. Instead, staff will direct patrons to appropriate guides, price lists, or specialized resources as available.
13. Library staff members do not generally provide translation services, other than that of words or simple phrases.
14. Patrons with questions involving patent and or copyright searches will be directed to books on copyright and patent procedures. Patrons seeking property searches will be directed to the appropriate governmental entity.
15. Personal financial, legal, or consumer information – Library staff will not directly access personal financial, legal or confidential consumer information to include bank statements, investment documents, legal case documents, credit checks, insurance statements, credit card statements or other personal information on line for patrons. Library staff will assist patrons in obtaining these documents themselves to the extent possible, but will not purchase, make investments, pay bills, authorize changes or charges to accounts, or perform similar tasks for patrons.
16. Library staff will not normally assist in posting personal information, including photos, to social networking sites.
17. Library staff will not assist in downloading music, video clips or other media to portable players, except through authorized download services to which the library subscribes.
18. Patron equipment – Library staff will not operate, troubleshoot or repair personal equipment of patrons such as MP3 players, cameras, computers, or cell phones.
19. “Reverse information” (where the patron has a phone number or address, but not the name) or “nearby” information (where the customer has an address and wants to know who lives nearby) is not provided over the telephone. Patrons seeking this type of information will be advised to visit the library to utilize the reverse directory themselves.
20. Library staff will not utilize the ILS database to provide personal information on library patrons in response to inquiries.
21. Library staff will not make personal recommendations for doctors, lawyers, or other local service providers in response to patron inquiries. Public information sources such as phone books, online directories, etc. can be consulted and that information provided to the requesting patron.
22. Requests for obituaries or information from newspapers will be checked for three days on each side of the requested date if the desired information is not found in the issue/date provided by the patron.

Limitations on service

Although Moore Memorial Public Library provides materials in support of many different educational and learning programs, it is neither an academic nor a research library. Library staff will generally attempt to provide assistance on every request received; however, some requests may require extensive or comprehensive searches of sources beyond the library’s available resources. In such cases, staff will attempt to suggest other sources for assistance for the patron. The Library Director may be consulted as needed.

Liability

Moore Memorial Public Library staff will make every effort to provide complete, current and accurate responses to inquiries. However, the Library does not guarantee the information or the sources it provides or makes available, and assumes no liability for any consequences or damages a patron may incur through use of the materials, reference or reader's advisory services, software, tools, or referral sources provided by the library.

*This policy was approved by the Moore Memorial Library Board of Trustees on October 25, 2010.

CITY COMMISSION AGENDA

Date: 11/03/2010

Bid # 2010-228 Emergency Power to Water and Wastewater Facilities

Submitted By: Rita Williams, Purchasing

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Approve and award Bid # 2010-228 Emergency Power to Water and Wastewater Facilities Project.

BACKGROUND

Bid packets were mailed to/picked up by area vendors on August 20, 2010. A letter of recommendation and bid tabulation are attached for your review..

Bids opened on Tuesday, September 14, 2010 at 2: p.m.

This project is funded by the Texas Department of Rural Affairs (TDRA).

ANALYSIS

The low responsible bid meeting all specifications was received from McDonald Electric, for the total; project amount of \$1,200,708.10. This cost includes the base bid and add alternate bid. McDonald Electric appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner.

It is my recommendation to award the Emergency Power to Water and Wastewater Facilities Project to McDonald Electric, for the total project amount of \$1,200,708.10 and that the Mayor is authorized to execute a contract on behalf of the City Commission. I further recommend that the Mayor be authorized to approve change orders, not to exceed 25% of the total contract price, without bringing the matter before Commission.

Thank you.

ALTERNATIVES CONSIDERED

Attachments

Link: [Res. No. 10-117](#)

Link: [Exhibit A](#)

RESOLUTION NO. 10-117

A RESOLUTION AWARDED A BID AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE EMERGENCY POWER TO WATER AND WASTEWATER FACILITIES PROJECT; PROVIDING FOR CHANGE ORDERS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, bids were mailed and/or picked up by vendors for emergency power to water and wastewater facilities project, which project is funded by the Texas Department of Rural Affairs (TDRA); and

WHEREAS, bids opened on September 14, 2010, and the lowest bid received meeting all specifications was submitted by McDonald Electric for the total project amount of \$1,200,708.10; and

WHEREAS, McDonald Electric appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner.

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

SECTION 1: That the successful bidder for the emergency power to water and wastewater facilities project is McDonald Electric.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with McDonald Electric for the emergency power to water and wastewater facilities project, for the price bid of \$1,200,708.10 as set out on the attached Exhibit "A", incorporated herein for all intents and purposes.

SECTION 3: That the Mayor is hereby authorized to approve Change Orders, not to exceed 25% of the total contract amount, without bringing the matter before the Commission.

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

PASSED AND ADOPTED this 3rd day of November, 2010.

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

ATTEST:

APPROVED AS TO FORM:

Nick Finan
City Secretary

Ronald Plackemeier
City Attorney

October 25, 2010

Mr. Todd Hoover
Director of Utilities
Texas City, Texas
301 6th Street North
Texas City, TX. 77590-7853

Re: **Emergency Power to Water and Wastewater Facilities**
City of Texas City, Texas
HDR|C&M Job No. 09-113
TDRA DRS 010185

Dear Mr. Hoover:

On September 16, 2010, Five (5) bids were received on the above referenced project. This project is funded by Texas Department of Rural Affairs (TDRA). The following is a summary of our bid evaluation:

Bid Tabulation Sheet – Five (5) construction firms participated in the bidding process. Each bid was checked and corrected, if necessary, for mathematical errors and/or bid irregularities. The bid from Crescent Electric was incomplete and was not considered. As discussed with City staff, the base bid and the add-alternate bids were utilized as a basis for award of the contract. The bids for the total project are as follows:

CONTRACTOR	BASE BID	ADD ALTERNATE BIDS	TOTAL PROJECT
McDonald Electric	\$1,103,993.00	\$96,715.10	\$1,200,708.10
Industrial Electric	\$1,366,288.00	\$92,643.00	\$1,458,931.00
Pfeiffer & Sons	\$1,545,095.00	\$136,274.00	\$1,681,369.00
Boyer, Inc.	\$1,595,850.00	\$93,930.00	\$1,689,780.00

A copy of the bid tabulation is attached with this report. A correction to Industrial Electric's bid form were noted and corrected. This is highlighted on the bid tabulation.

Based on the total bid, McDonald Electric was the low bidder for the project. McDonald Electric provided HDR|Claunch & Miller (HDR|C&M) with a financial statement, current balance sheet, and qualification statement.

McDonald Electric was one of the pre-approved contractors for this project and has worked satisfactorily with other municipalities in the area. HDR/C&M staff met with McDonald Electric to discuss the project and the City's expectations. McDonald Electric appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner.

The bid was under the TDRA construction budget. We recommend that the City of Texas City award the Emergency Power to Water and Wastewater Facilities Project to McDonald Electric for a total of \$1,200,708.10.

If you have any questions, please contact me.

Sincerely,

HDR|CLAUNCH & MILLER

A handwritten signature in cursive script that reads "Jose D. Maldonado".

Jose D. Maldonado, P.E.
Project Manager

Cc: Mr. Tommy Maris – City of Texas City
Mr. Tom Kessler, P.E. – City of Texas City
Mr. Doug Kneupper, P.E. – City of Texas City
Mr. Bruce J. Spitzengel – GrantWorks, Inc.

Emergency Power to Water and Wastewater Facilities Project

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER					
				McDonald Electric	Industrial Electric Services, Inc.	Pfeiffer & Sons, Ltd			
BASE BID ITEMS:									
1	Electrical System Installation – Wastewater Treatment Plant	L.S.	1	\$ 97,000.00	\$ 97,000.00	\$ 74,695.00	\$ 74,695.00	\$ 180,780.00	\$ 180,78
2	Electrical System Installation – Lift Station No. 1	L.S.	1	\$ 76,744.00	\$ 76,744.00	\$ 97,920.00	\$ 97,920.00	\$ 121,400.00	\$ 121,40
3	Electrical System Installation – Lift Station No. 22	L.S.	1	\$ 86,337.00	\$ 86,337.00	\$ 109,870.00	\$ 109,870.00	\$ 129,940.00	\$ 129,94
4	Electrical System Installation – Lift Station No. 23	L.S.	1	\$ 95,930.00	\$ 95,930.00	\$ 108,820.00	\$ 108,820.00	\$ 135,065.00	\$ 135,06
5	Allowance – Power Company Work – Lift Station No. 23	L.S.	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,50
6	Electrical System Installation – Lift Station No. 25	L.S.	1	\$ 76,744.00	\$ 76,744.00	\$ 88,515.00	\$ 88,515.00	\$ 108,000.00	\$ 108,00
7	Electrical System Installation – Lift Station No. 26	L.S.	1	\$ 86,337.00	\$ 86,337.00	\$ 96,720.00	\$ 96,720.00	\$ 120,825.00	\$ 120,82
8	Electrical System Installation – Lift Station No. 29	L.S.	1	\$ 95,930.00	\$ 95,930.00	\$ 111,280.00	\$ 111,280.00	\$ 130,935.00	\$ 130,93
9	Allowance – Power Company Work – Lift Station No. 29	L.S.	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,50
10	Electrical System Installation – 32nd Water Plant	L.S.	1	\$ 95,930.00	\$ 95,930.00	\$ 110,080.00	\$ 110,080.00	\$ 131,190.00	\$ 131,19
11	Electrical System Installation – 9th Water Plant	L.S.	1	\$ 127,895.00	\$ 127,895.00	\$ 131,680.00	\$ 131,680.00	\$ 166,700.00	\$ 166,70
12	Electrical System Installation – Heights Water Plant	L.S.	1	\$ 95,930.00	\$ 95,930.00	\$ 180,745.00	\$ 180,745.00	\$ 125,760.00	\$ 125,76
13	Electrical System Installation – College of the Mainland	L.S.	1	\$ 105,116.00	\$ 105,116.00	\$ 113,950.00	\$ 113,950.00	\$ 120,500.00	\$ 120,50
14	Allowance – Power Company Work – College of the Mainland	L.S.	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,50
15	Project Sign, includes installation, maintenance and removal	EA	11	\$ 600.00	\$ 6,600.00	\$ 7,683.00	\$ 84,513.00	\$ 1,500.00	\$ 16,50
16	Allowance for miscellaneous items, as approved by Engineer	L.S.	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,00
TOTAL BASE BID ITEMS:						\$ 1,103,993.00	\$ 1,366,288.00	\$ 1,545.09	
ADD ALTERNATE BID NO. 1 ITEMS:									
17	Proposed site fencing at Lift Station No. 1	L.F.	170	\$ 28.74	\$ 4,885.80	\$ 31.68	\$ 5,385.60	\$ 32.90	\$ 5.59
18	Proposed site fencing at Lift Station No. 22	L.F.	150	\$ 31.31	\$ 4,696.50	\$ 31.68	\$ 4,752.00	\$ 32.90	\$ 4.93
19	Proposed site fencing at Lift Station No. 23	L.F.	150	\$ 30.60	\$ 4,590.00	\$ 31.68	\$ 4,752.00	\$ 32.90	\$ 4.93
20	Proposed site fencing at Lift Station No. 25	L.F.	120	\$ 36.59	\$ 4,390.80	\$ 31.68	\$ 3,801.60	\$ 32.90	\$ 3.94
21	Extend site fencing at Lift Station No. 29	L.F.	50	\$ 58.04	\$ 2,902.00	\$ 51.70	\$ 2,585.00	\$ 32.90	\$ 1.64
TOTAL ADD ALTERNATE NO. 1 BID ITEMS:					\$ 21,465.10		\$ 21,276.20		\$ 21.05
ADD ALTERNATE BID NO. 2 ITEMS:									
22	Proposed 8-inch gravel temporary access driveway to generator at Lift Station No. 22	S.Y.	60	\$ 27.50	\$ 1,650.00	\$ 43.41	\$ 2,604.80	\$ 54.30	\$ 3.25
23	Proposed 8-inch gravel temporary access driveway to generator at Lift Station No. 23	S.Y.	1,295	\$ 27.50	\$ 35,612.50	\$ 27.18	\$ 35,200.00	\$ 54.30	\$ 70.31
24	Proposed 8-inch gravel temporary access driveway to generator at 32nd Street Water Plant	S.Y.	155	\$ 27.50	\$ 4,262.50	\$ 23.99	\$ 3,718.00	\$ 54.30	\$ 8.41
25	Proposed 8-inch gravel temporary access driveway to generator at 9 th Street Water Plant	S.Y.	80	\$ 27.50	\$ 2,200.00	\$ 46.48	\$ 3,718.00	\$ 54.30	\$ 4.34
26	Proposed 8-inch gravel temporary access driveway to generator at College of the Mainland Water Plant	S.Y.	70	\$ 27.50	\$ 1,925.00	\$ 44.00	\$ 3,080.00	\$ 54.30	\$ 3.80
TOTAL ADD ALTERNATE BID NO. 2 ITEMS:					\$ 45,650.00		\$ 48,320.80		\$ 90.13
ADD ALTERNATE BID NO. 3 ITEMS:									
27	Replace pumps control panel at Lift Station No. 25	L.S.	1	\$ 14,100.00	\$ 14,100.00	\$ 11,071.00	\$ 11,071.00	\$ 12,090.00	\$ 12.09
28	Replace pumps control panel at Lift Station No. 29	L.S.	1	\$ 15,500.00	\$ 15,500.00	\$ 11,975.00	\$ 11,975.00	\$ 12,990.00	\$ 12.99
TOTAL ADD ALTERNATE BID NO. 3 ITEMS:					\$ 29,600.00		\$ 23,046.00		\$ 25.08
TOTAL BASE BID ITEMS:						\$ 1,103,993.00	\$ 1,366,288.00	\$ 1,545.09	
TOTAL ADD ALTERNATE NO. 1 BID ITEMS:						\$ 21,465.10	\$ 21,276.20	\$ 21.05	
TOTAL ADD ALTERNATE BID NO. 2 ITEMS:						\$ 45,650.00	\$ 48,320.80	\$ 90.13	
TOTAL ADD ALTERNATE BID NO. 3 ITEMS:						\$ 29,600.00	\$ 23,046.00	\$ 25.08	
TOTAL BASE BID AND ADD ALTERNATE BID ITEMS						\$ 1,200,708.10	\$ 1,458,931.00	\$ 1,681.36	
Mathematical Error Corrected by Engineer									

CITY COMMISSION AGENDA

Date: 11/03/2010

Third Reading of Ordinance No.10-25 Amending the Code of Ordinances

Submitted By: Susan Sensat, Administration

Department: Utilities

Information

ACTION REQUEST (Brief Summary)

Consider approval of the third reading of Ordinance No. 10-25 amending the Code of Ordinances, City of Texas City, Chapter 122, Utilities, Article III. Rates, Charges and Special Considerations, Section 122-117. Water and Sewer Deposit; Section 122-122 Water Rates; Section 122-129. Vacation status.

BACKGROUND

Water and sewer rates and fees have not been assessed and adjusted since October 7, 2004. These rates and fees need to be adjusted to ensure that the utilities department can be operated properly as an enterprise fund.

ANALYSIS

Water and sewer rates and fees for Texas City were compared to all other cities in Galveston County. It was determined that the water rate, water and sewer deposit and vacation status fees were significantly lower than other cities in Galveston County. These rates and fees should be adjusted at minimum to the next lowest city in the county. This adjustment would enable our utilities department to maintain and improve the drinking water infrastructure in our city.

ALTERNATIVES CONSIDERED

CITY COMMISSION AGENDA

Date: 11/03/2010

Consider approval of a request to amend the City of Texas City's fiscal year 2010-11 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 City of Texas City's fiscal year 2010-11 budget.

BACKGROUND

A budget amendment is needed to appropriate funds for the acceptance of the HGAC 2010-2011 Law Enforcement Training Grant in the amount of \$18,131.00 as described above in the consent agenda.

ANALYSIS

Budget amendment is as follows:

HGAC Grant Fund:

224-201-54300-Training and Personnel	\$18,131.00
224-000-44008-Grant Revenue	<\$18,131.00>

ALTERNATIVES CONSIDERED

Attachments

Link: [Ord. 10-27](#)

ORDINANCE NO. 10-27

AN ORDINANCE AMENDING ORDINANCE NO. 10-21, ADOPTING THE 2010-2011 FISCAL YEAR BUDGET FOR ACCEPTANCE OF THE HGAC 210-2011 LAW ENFORCEMENT TRAINING GRANT; 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 AND THE STATE COMPTROLLER'S OFFICE; 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. 10-21, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2010-2011; and,

WHEREAS, a budget amendment is needed to appropriate funds for the acceptance of the HGAC 2010-2011 Law Enforcement Training Grant in the amount of \$18,131.00.

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 2010-2011 of the City of Texas City, Texas, is hereby amended to appropriate funds for the acceptance of the HGAC 2010-2011 Law Enforcement Training Grant in the amount of \$18,131.00.

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 and the State Comptroller's Office.

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

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

PASSED AND ADOPTED this 3rd day of November, 2010.

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

ATTEST:

APPROVED AS TO FORM:

Nick Finan
City Secretary

Ronald F. Plackemeier
City Attorney