

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, FEBRUARY 5, 2014 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) REPORTS

Fire Department - State of the Fire Department.
- (5) PUBLIC HEARING

Public Hearing on sale of City property, ABST 142, Page 4PT of Lot 153 (153-01) JEMISON ADDN, commonly known as 2820 3rd Avenue South, to an independent foundation (Texas City Economic Development Corporation), in accordance with state law. (Management Services)
- (6) CONSENT AGENDA
 - (a) Approve City Commission Minutes for January 15, 2014, meeting. (City Secretary)
 - (b) Consider and take action on Resolution No. 14-018, approving Bid # 2014-063 Water Disinfecting Chemicals Annual Contract. (Purchasing)
 - (c) Consider and take action on Resolution No. 14-019, calling a General Election to be held in Texas City. (City Secretary)
 - (d) Consider and take action on Resolution No. 14-020, approving Bid # 2014-062 for the purchase and delivery of Cement Stabilized Sand Annual Contract. (Purchasing)
 - (e) Consider and take action on Resolution No. 14-021, approving the purchase and delivery of a robot to be used by the Texas City Police Department Bomb Squad Unit. (Police Department)
 - (f) Consider and take action on Resolution No. 14-022, approving Bid # 2014-061 for the purchase and delivery of Personnel Protective Equipment, Fire Hose, Nozzles and Related Equipment Annual Contract. (Purchasing)
 - (g) Consider and approve Resolution No. 14-023, authorizing the Mayor to enter into a lease agreement with the Gulf Coast Center for property located at the southwest corner of Magnolia and 33rd Street North. (Management Services)

- (h) Consider and take action on Resolution No. 14-024, approving contract extension with In-Pipe Technology. (Purchasing)
 - (i) Consider and approve Resolution No. 14-025, authorizing sale of City property, ABST 142, Page 4PT of Lot 153 (153-01) JEMISON ADDN, commonly known as 2820 3rd Avenue South, to an independent foundation (Texas City Economic Development Corporation), in accordance with state law. (Management Services)
- (7) PUBLIC COMMENTS
- (8) MAYOR'S COMMENTS
- (9) COMMISSIONERS' COMMENTS
- ADJOURNMENT

NOTICE OF ANY SUBJECT APPEARING ON THIS AGENDA REGARDLESS OF HOW THE MATTER IS STATED MAY BE ACTED UPON BY THE CITY COMMISSION.

NOTICE: The City of Texas City will furnish free transportation to handicapped individuals via a 4-door sedan for anyone wishing to attend the City Commission meetings. Call 948-3111, City Secretary's Office before noon on Monday preceding the meeting to make arrangements.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON JANUARY 31, 2014 PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

/s/Nicholas J. Finan
NICHOLAS J. FINAN
CITY SECRETARY

CITY COMMISSION REGULAR MTG

Res 14-018

Meeting Date: 02/05/2014

Bid # 2014-063 Water Disinfecting Chemicals Annual Contract

Submitted For: Jay Williams, Recreation and Tourism

Submitted By: Julie Morreale, Purchasing

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Approve and award Bid # 2014-063 Water Disinfecting Chemicals Annual Contract

BACKGROUND

On January 9, 2014 five (5) bid packets were mailed to area vendors. A bid tabulation is attached for your review. Bids opened on Friday, January 24, 2014 at 2:00 P.M.

ANALYSIS

The low responsible bid meeting all specifications was received from Brenntag Southwest, Inc., in Houston, for the unit prices bid. It is my recommendation to award Bid # 2014-063 Water Disinfecting Chemicals Annual Contract to Brenntag Southwest, Inc., for the unit priced bid, and that the Mayor is authorized to execute a contract on behalf of the City Commission. Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Res. No. 14-018

Exhibit A

RESOLUTION NO. 14-018

A RESOLUTION AWARDED BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR THE PURCHASE AND DELIVERY OF WATER DISINFECTING CHEMICALS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on January 9, 2014, bid packets were mailed to area vendors for the purchase and delivery of water disinfecting chemicals, Bid #2014-063;

WHEREAS, bids were opened on Friday, January 24, 2014, and the low responsible bid meeting all specifications was Brenntag Southwest, Inc., Houston, Texas.

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

SECTION 1: That the successful bidders for Bid #2014-063 for the purchase and delivery of water disinfecting chemicals was Brenntag Southwest, Inc., Houston, Texas.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with Brenntag Southwest, Inc., Houston, Texas for the purchase and delivery of water disinfecting chemicals, for the amounts specified in Exhibit "A", attached hereto and incorporated herein for all intents and purposes.

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

PASSED AND ADOPTED this 4th day of February, 2014.

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

ATTEST:

Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:



Ronald F. Plackemeier
City Attorney

BID TABULATION

BID #2014-063

WATER DISINFECTING CHEMICALS ANNUAL CONTRACT

Bid Opening: Friday, January 24, 2014 at 2:00 p.m.

VENDOR	Sodium Hypochlorite Outdoor Pools	Calcium Hypochlorite HTH Water storage tanks and water mains	Muriatic Acid	Cyanuric Acid-Stabilizer
Aquasol Poolsure Houston, Texas	\$1.48 per gallon	\$158.00 per bucket 100lb. bucket	\$3.89 per gallon 30 gallon drum	\$69.50 Bag
Valley Solvents & Chemicals Pasadena, Texas	NO BID	NO BID	NO BID	NO BID
Progressive Commercial Aquatics, Inc. Houston, Texas	\$1.68 per gallon	\$170.00 per bucket 100lb. bucket	\$4.25 per gallon 30 gallon drum	\$119.00 drum
Brenntag Altivia Corp. Houston, Texas	\$1.24per gallon	\$134.00 per bucket 100lb. bucket	\$3.30 per gallon 30 gallon drum	\$55.00 Bag
Kleen Supply Galveston, Texas	NO BID	\$135.00 per bucket 100lb. bucket	\$3.00 per gallon 30 gallon drum	\$96.40 Bag
Previous Contract	\$1.39 per gallon	\$139.00 per bucket 100lb. bucket	\$3.00 per gallon 30 gallon drum	New item

CITY COMMISSION REGULAR MTG

Res 14-019

Meeting Date: 02/05/2014

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Calling of Election.

BACKGROUND

As prescribed by State Law, the City of Texas City must comply with dates, notices, and actions to hold its election in May. This year the City has entered into an agreement for the County to run the City's election as part of a universal voting system (approved in December). In line with that agreement, the City must still call the election and post all proper notices. The resolution designates the dates and times and the polling places for the May 10, 2014 election. The locations were previously approved by the City Commission in December.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Res. No. 14-019

District Map

Notice

RESOLUTION NO. 14-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, CALLING A GENERAL CITY ELECTION TO BE HELD IN THE CITY OF TEXAS CITY, TEXAS, ON SATURDAY, MAY 10, 2014, BETWEEN THE HOURS OF 7:00 O'CLOCK A.M. AND 7:00 P.M., FOR THE PURPOSE OF ELECTING A MAYOR, TWO CITY COMMISSIONERS AT-LARGE, AND FOUR CITY COMMISSIONERS FROM DISTRICTS, EACH FOR TWO YEAR TERMS; DESIGNATING THE POLLING LOCATIONS; AUTHORIZING THE APPOINTMENT OF THE PRESIDING AND ALTERNATE ELECTION JUDGES; PROVIDING FOR EARLY VOTING; AUTHORIZING FOR THE APPOINTMENT OF AN EARLY VOTING BALLOT BOARD; PROVIDING FOR NOTICE OF ELECTION; SETTING COMPENSATION FOR ELECTION JUDGES AND CLERKS; AND MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commissioners of the City of Texas City, Texas are elected for two year terms; and,

WHEREAS, the terms of the Mayor and City Commissioners of the City of Texas City, Texas, are set to expire May 2014; and,

WHEREAS, Article II of the *The City Charter*, Chapter 41 of the **Texas Election Code**, and Section 26.042 of the **Texas Local Government Code** require an election for municipal officers to be held, ordered, and called on May 10, 2014, that being a uniform election date under the **Texas Election Code**, to fill the seats of the Mayor and City Commissioners;

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

SECTION 1: That notice is hereby given that a general city election will be held in and throughout the City of Texas City, Texas, on Saturday, May 10, 2014 between the hours of 7:00 o'clock a.m. and 7:00 p.m., at which there shall be submitted to the duly qualified resident electors of the said City as to the election of the mayor and two (2) at-large commissioners that shall be elected by a vote of the qualified voters of the entire city. Four (4) commissioners shall be elected from districts as follows, to wit:

- (a) District No. 1. District No. 1 of the city commission districts shall be comprised of the following county election precincts, or portions of precincts, located within the city limits: 169, 312, 336, 338, and a portion of 172 South of Moses Bayou and West of State Hwy 146.

(b) District No. 2. District No. 2 of the city commission districts shall be comprised of the following county election precincts, or portions of precincts, located within the City limits: 151,197, 280, 280.1, 301, a portion of 142 North of FM 1764 (Palmer Hwy), a portion of 150 North of 34th Avenue and West of 23rd Street, portion of 168, a portion of 172 East of State Hwy 146, and a portion of 343 North of FM 1764 (Palmer Hwy) and West of 23rd Avenue.

(c) District No. 3. District No. 3 of the city commission districts shall be comprised of the following county election precincts, or portions of precincts, located within the City limits: 345, a portion of 142 South of FM 1764 (Palmer Hwy), a portion of 146 South of 9th Avenue, a portion of 148 South of 9th Avenue, Southern portion of 168, a portion of 343 South of FM 1764 (Palmer Hwy), and a portion of 347 South of FM 1764 (Palmer Hwy).

(d) District No. 4. District No. 4 of the city commission districts shall be comprised of the following county election precincts, or portions of precincts, located within the City limits: 104, a portion of 146 North of 9th Avenue, a portion of 148 North of FM 1764 (Palmer Hwy) and 9th Avenue, a portion of 150 East of 23rd Street and South of 34th Avenue, Northern portion of 168, and a portion of 343 North of FM 1764 (Palmer Hwy).

SECTION 2: That applications to have the name of a candidate placed on the ballot may not be filed earlier than thirty (30) days before the deadline prescribed by the Election Code for filing applications with the City Secretary and that the earliest date for a candidate to file same will be January 29, 2014, at 8:00 a.m., with the last day for filing to be February 28, 2014, at 5:00 p.m., in accordance with **Texas Election Code** Sec. 143.007.

SECTION 3: That the City Commission designates the polling locations for said general election, as set forth in the attached Notice of Election. (See Exhibit A).

SECTION 4: That the City Commission hereby authorizes the Elections Division of the Galveston County Clerk's Office through the interlocal agreement of December 18, 2013, to appoint the presiding election judges and alternate election judges as set forth in the attached Notice of Election. (See Exhibit A). The Elections Division is empowered to appoint replacement judges, should the presiding and alternate election judges be unavailable for the election. Consistent with the **Texas Election Code**, the City Commission sets compensation through the interlocal agreement for the election judges and clerks for work performed as follows:

Judges-	\$10.00/hr.
Election Clerks-	\$10.00/hr.
Training-	(a) \$30 fee for Equipment Training,

- (b) \$50 fee for Poll Procedure Training, or
- (c) \$75 fee for both Equipment Training and Poll Procedure Training.

SECTION 5: That early voting and times for the election as described above shall be conducted under the direction of the City Secretary, and shall be on the dates set forth in the attached Notice of Election (see Exhibit A). The Early Voting Ballot Board shall consist of the presiding judge and alternate presiding judge contained in said Notice of Election.

SECTION 6: That the Mayor is hereby authorized to execute said Notice of Election.

SECTION 7: That the City Secretary is hereby directed to cause notice to be given of said election by publication in the local newspaper of the City of Texas City, Texas, in accordance with *The City Charter* and **Texas Election Code**. (See Exhibit A)

SECTION 8: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 5th day of February, 2014.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Ronald F. Plackemeier
City Attorney

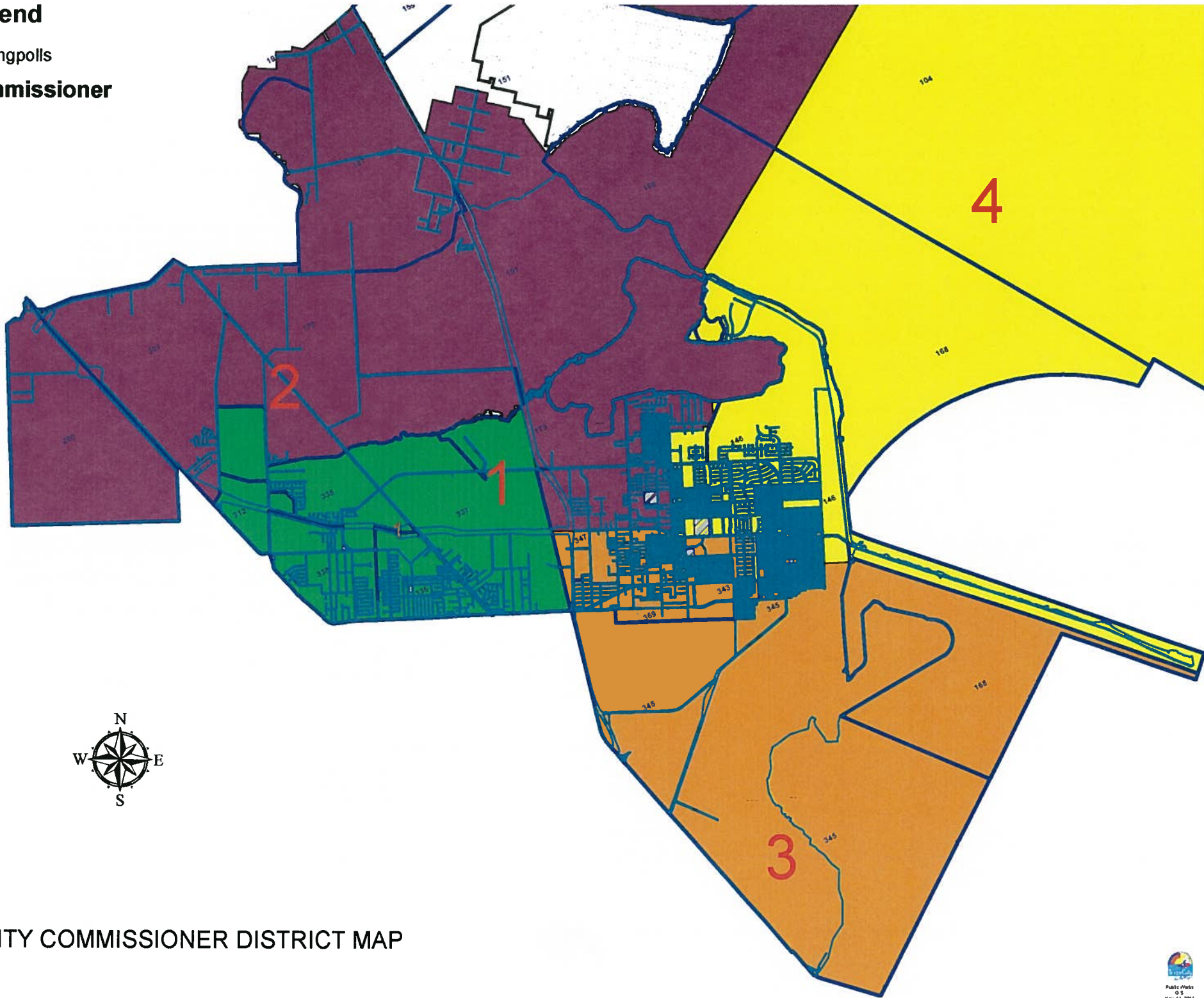
Attachment – Notice of Election

Legend

 Votingpolls

Commissioner

-  1
-  2
-  3
-  4



TEXAS CITY COMMISSIONER DISTRICT MAP

NOTICE OF GENERAL ELECTION

To the Registered Voters of the City of Texas City, Texas:

Notice of General Election is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on Saturday, May 10, 2014, for voting in a general election to elect the following officers of said City:

**CITY: MAYOR AND SIX COMMISSIONERS
 EACH TO SERVE FOR A PERIOD OF TWO YEARS.**

VOTERS MAY VOTE AT ANY OF THE POLLING LOCATIONS LISTED BELOW OR ANY ELECTION DIVISION OF THE GALVESTON COUNTY CLERK'S OPERATED POLLING LOCATIONS.

LOCATION(S) OF POLLING PLACES IN TEXAS CITY:

<u>VOTING LOCATIONS</u>	<u>PRECINCT NUMBERS</u>	<u>JUDGES/ALT JUDGES BILINGUAL WORKER</u>
CITY DISTRICT 1 Carver Community Center 6415 Park Avenue	169, portion of 172, 312, 336, 338	To be determined by the Election's Division of the Galveston County Clerk's Office
CITY DISTRICT 2 Fire Administration Building 1725 25th Street North	portion of 142, portion of 150, 151, portion of 168, portion of 172, 197, 280, 280.1, 301, portion of 343	To be determined by the Election's Division of the Galveston County Clerk's Office
CITY DISTRICT 3 Nessler Center - Surf Room 2010 5th Ave. N.	portion of 142, portion of 146, portion of 148, southern portion of 168, portion of 343, 345, portion of 347	To be determined by the Election's Division of the Galveston County Clerk's Office
CITY DISTRICT 4 Simpson Education Support Center (TCISD Administration Bldg.) 1700 9th Ave. N.	104, portion of 146, portion of 148, portion of 150, northern portion of 168, portion of 343	To be determined by the Election's Division of the Galveston County Clerk's Office

Early voting shall be conducted by the Galveston County Clerk, Dwight D. Sullivan. Early voting by personal appearance will be conducted each weekday at either polling location listed below:

Main Absentee Voting Place
Nessler Center – Surf Room
2010 5th Avenue North
Texas City, TX 77590

Branch Absentee Voting Place
Carver Community Center
6415 Park Avenue
Texas City, TX 77591

between the hours of 8:00 a.m. and 5:00 p.m. beginning on April 28, 2014 and ending on May 2, 2014.

Extended hours will be held at the Nessler Center – Surf Room on Monday, May 5, 2014 and on Tuesday, May 6, 2014 between the hours of 7:00 a.m. and 7:00 p.m.

Early Voting Judges at Nessler Center: to be determined by the Elections Division of the Galveston County Clerk's Office; at Carver Community Center: to be determined by the Elections Division of the Galveston County Clerk's Office.

Ballot applications and ballots voted by mail may be sent to the Early Voting Clerk at P.O. Box 17253, Galveston, Texas 77552-7253. Applications for ballot by mail must be received no later than the close of business on May 1, 2014.

The Presiding Judge and Alternate Presiding Judge will be determined by the Elections Division of the Galveston County Clerk's Office.

Issued this 5th day of February, 2014

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

ATTEST:

Nicholas J. Finan, City Secretary

CITY COMMISSION REGULAR MTG

Res 14-020

Meeting Date: 02/05/2014

BID # 2014-062 Cement Stabilized Sand Annual Contract

Submitted By: Rita Williams, Purchasing

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Approve and award Bid # 2014-062 for the purchase and delivery of Cement Stabilized Sand Annual Contract.

BACKGROUND

On January 6, 2014 bid packets were mailed to area vendors. A bid tabulation is attached for your review.

Bids opened on Tuesday, January 21, 2014 at 2:00 p.m.

ANALYSIS

The low responsible bid meeting all specifications was received from JDB Services, Inc., in Pasadena, for the unit prices bid.

It is my recommendation to award Bid # 2014-062 for the purchase and delivery of Cement Stabilized Sand to JDB Services, 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

Fiscal Impact

Attachments

Res. No. 14-020

Exhibit A

RESOLUTION NO. 14-020

A RESOLUTION AWARDED A BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR CEMENT STABILIZED SAND; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on January 6, 2014, bids were mailed to area vendors for cement stabilized sand annual contract, Bid No. 2014-062; and

WHEREAS, bids were opened on January 21, 2014, and the lowest bid received meeting specifications was submitted by JDB Services, Inc., Pasadena, Texas.

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

SECTION 1: That the successful bidder for cement stabilized sand annual contract, Bid No. 2014-062, is JDB Services, Inc., Pasadena, Texas, for the unit prices set forth on the Bid Tabulation, attached hereto as Exhibit "A", and made a part hereof.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with JDB Services, Inc.

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

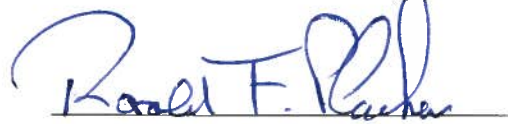
PASSED AND ADOPTED this 5th day of February, 2014.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary



Ronald F. Plackemeier
City Attorney

BID TABULATION

Bid # 2014-062

CEMENT STABILIZED SAND ANNUAL CONTRACT

Bid Opening: Tuesday, January 21, 2014 at 2:00 p.m.

VENDOR	1½ Sack	2 Sack	3 Sack
JDB Services, Inc. Pasadena, Texas	\$14.62 per ton	\$16.65 per ton	\$20.72 per ton
Dorsett Bros. Pasadena, Texas	NO BID	NO BID	NO BID
Previous Contract Pricing	\$14.36 per ton	\$16.32 per ton	\$20.24 per ton

CITY COMMISSION REGULAR MTG

Res 14-021

Meeting Date: 02/05/2014

Bomb Squad Robot

Submitted For: Justin Herter, City Secretary

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Resolution No. 12-054 accepting the FY 2011 Port Security Grant Program Sub-Grantee award from **Harris County**, as the Fiduciary Agent for the Federal Emergency Management Agency, for the Texas City Police Department was passed on May 16, 2012. The amount of this grant was \$576,600.00. From this grant we purchased the Total Containment Vessel and two gas powered saws for the Bomb Squad in the amount of \$351,173.88 leaving a balance of \$225,426.12 for the purchase of the large robot.

The Andros F6b robot is the last item to be purchased from this grant. The robot is an EOD Robot for the bomb squad to conduct render safe operations remotely and has chemical and radiological detection capabilities. The purchase price for the robot and attachments is \$225,374.00.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Res. No. 14-021

Ideal

SS2

Break Down of Robot

RESOLUTION NO. 14-021

A RESOLUTION APPROVING PURCHASE OF AN EXPLOSIVE ORDINANCE DISPOSAL (EOD) ROBOT, A SOLE SOURCE ITEM, FUNDING TO BE REIMBURSED BY THE HARRIS COUNTY 2011 PORT SECURITY GRANT PROGRAM, FOR THE TEXAS CITY POLICE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Police Department is requesting approval of the purchase of an EOD Andros F6B Robot, a sole source item, from Northrop Grumman, Remotec, Inc. for use by the Texas City Regional Bomb Squad;

WHEREAS, by Resolution No. 12-054, on May 16, 2012, the Commission accepted Award No. 2011-PU-K00146 in the amount of \$576,600.00 from the Harris County 2011 Port Security Grant Program; and

WHEREAS, the purchase price of \$225,374.00 for the EOD Andros F6B Robot will be reimbursed by the Harris County 2011 Port Security Grant Program.

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

SECTION 1: That the City Commission of the City of Texas City hereby approves the purchase of an EOD Andros F6B Robot from Northrop Grumman, Remotec, Inc. for use by the Texas City Regional Bomb Squad, with funds to be reimbursed from the Harris County, 2011 Port Security Grant No. 2011-PU-K00146.

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


PASSED AND ADOPTED this 5th day of February, 2014.

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

ATTEST:

Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:



Ronald F. Plackemeier
City Attorney



IDEAL PRODUCTS INC.

126 Capital Court

Nicholasville.KY 40356

Voice (859) 881-TOOL (8665) Toll Free (866) 931-4EOD (4363)

Fax (859)881-8880

FEDERAL ID# 61-1282956

To whom it may concern:

IDEAL PRODUCTS INC. Is the World wide SOLE SUPPLIER and MANUFACTURER FOR :

All of the items listed below are manufactured in the U.S by Ideal Products Inc. and the purchased components and materials in the parts, are made in the US.

Disrupters

- . The original PAN™ Disrupter 12 gauge K100, K100PL, K998PL, USNK998POST, K998NS
- . The "Wildcat" disrupter K101, K102
- . The Mini PAN™ Disrupter 410 gauge K200PL, K300PL
- . T3 Disrupter (Titanium 12 gauge) K4300PL, K4500PL
- . 357 Magnum Micro Disrupter (357 gauge) K7000

Disrupter parts and Accessories

- . 2001 Disrupter seating tool
- . 2010 Shell extractor
- . 3000 Firing pin for standard PAN™ Breech
- . 3000PL Firing pin for push lock breech plug
- . 3010,3011,3012 Inserts for disrupter breeches
- . 3020,3020PL Springs for disrupter breeches
- . 3050,3051,3052 Straight fittings for disrupter breeches
- . 3075,3076,3077 Ferrule nuts for disrupter breeches
- . K300B Breech parts kit
- . K3010C Commercial spare parts kit
- . K3010M Military spare parts kit
- . K4350 Breech plug assembly
- . K4350PL Push lock breech plug assembly
- . K2001 Red laser sight and adapter for disrupters (12gauge)
- . 2033G and K2033G Green laser sight
- . K3118ULC Ultra light post stand
- . 2030 and 2030D Rail mounts for 12 gauge disrupters

We do not use distributors.

Ideal Products Inc. will warranty all of our products for 1 year from date of purchase against defects in workmanship.

Sincerely,
Scott Johns
Owner/ President

Break Down of F6 Robot

From: Tom Robison
Sent: Wednesday, January 29, 2014 6:14 PM
To: Capt. Ross Clements; Chief Robert Burby
Subject: Breakdown of the robot purchase

Chief and Ross,

The Andros F6b robot purchase had to be broken up into three quotes to get the most equipment options and best prices.

1. Robot with attachments to include Striker 12 Shotgun and 40 mm Breacher with mount assemblies came out to \$212,114.00.
2. The Chemical Detection equipment and calibration supplies and fittings totaled \$8,860.00.
3. The two Wildcat Pan Disruptors totaled \$4,400.00.

The grand total came to \$225,374.00. This is 100% reimbursed from the FY 2011 Port Security Grant from Harris County and is the final purchase for this grant.

Tom

CITY COMMISSION REGULAR MTG

Res 14-022

Meeting Date: 02/05/2014

BID # 2014-061 PERSONNEL PROTECTIVE EQUIPMENT, FIRE HOSE, NOZZLES AND RELATED EQUIPMENT ANNUAL CONTRACT

Submitted For: David Zacherl, Fire Department **Submitted By:** Julie Morreale, Purchasing
Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Approve and award Bid # 2014-061 Personnel Protective Equipment, Fire Hose, Nozzles and Related Equipment Annual Contract.

BACKGROUND

January 6, 2014 Six (6) bid packets were mailed to area vendors. A letter of recommendation and bid tabulation are attached for your review. Bids were opened on Tuesday, January 21, 2014 at 2:00 PM.

ANALYSIS

It is my recommendation to award the annual contract as follows: Section 1 - Casco Industries, in Houston, TX for the unit prices bid; Section 2 - Nevada Pacific, in Zephyr, TX for the unit prices bid and that the Mayor is authorized to execute contract(s) on behalf of the City Commission. Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Res. No. 14-022

Exhibit A -Bid Tab

Exhibit A - Recommendation letter

RESOLUTION NO. 14-022

A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR THE PURCHASE AND DELIVERY OF PERSONNEL PROTECTIVE EQUIPMENT, FIRE HOSE, NOZZLES AND RELATED EQUIPMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on January 6, 2014, six (6) bid packets were mailed to area vendors for the purchase and delivery of personnel protective equipment, fire hose, nozzles and related equipment annual contract, Bid No. 2014-061; and

WHEREAS, bids were opened on January 21, 2014, and the lowest bids received meeting specifications were received from Casco Industries, Houston, Texas and Nevada Pacific, Zephyr, Texas.

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

SECTION 1: That the successful bidders for the purchase and delivery of personnel protective equipment, fire hose, nozzles and related equipment annual contract, Bid No. 2014-061, are Casco Industries and Nevada Pacific for the bid amounts set out on Exhibit A, attached hereto and made a part hereof.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with Casco Industries and Nevada Pacific, for the purchase and delivery of personnel protective equipment, fire hose, nozzles and related equipment annual contract.

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

PASSED AND ADOPTED this 5th day of February, 2014.

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

ATTEST:

Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:



Ronald F. Plackemeier
City Attorney

BID TABULATION

Personnel Protective Equipment, Fire Hose, Nozzles and Related Equipment Annual Contract

Bid #2014-061

Bids opened: Tuesday, January 21, 2014 at 2:00 p.m.

SECTION 1 – PERSONNEL PROTECTIVE EQUIPMENT

ITEM	Dooley Tackaberry, Inc. Deer Park, Texas	Casco Industries Houston, Texas	MES Houston, Texas	Nevada Pacific Zephyr, Texas	NAFECO/Wilson New Braunfels, Texas	Previous Contract
1. Bunker Jacket 32-70 Regular & Tall	\$931.00	\$783.00	\$870.00	No Bid	No Bid	\$750.00 30% for sizes 60 +
2. Bunker Pants 32-62 (XS-4X)	\$636.00	\$527.00	\$519.00	No Bid	No Bid	\$514.00 30% for sizes 60 +
3. Suspenders	\$40.00	\$28.75	\$33.00	No Bid	No Bid	\$25.00
4. Bunker Boots	\$103.65	\$120.00	\$131.00	No Bid	No Bid	\$120.00
5. Helmet	\$156.70	\$191.00	No Bid	No Bid	No Bid	\$188.00
6. Firefighting Protective Hoods	\$188.60	\$179.00	No Bid	No Bid	No Bid	\$175.00
7. Protective Sock Hood for firefighting	\$19.75	\$22.00	\$20.95	No Bid	\$20.00	\$20.00
8. Gloves	\$63.50	\$57.00	\$59.00	No Bid	\$56.00	\$56.00

SECTION 1 – PERSONNEL PROTECTIVE EQUIPMENT

ITEM	Dooley Tackaberry, Inc. Deer Park, Texas	Casco Industries Houston, Texas	MES Houston, Texas	Nevada Pacific Zephyr, Texas	NAFECO/Wilson New Braunfels, Texas	Previous Contract
9. Gauntlet Style w/ SleeveMate firefighting Gloves	\$158.00	\$160.00	\$179.00	No Bid	\$171.00	\$145.00
10. Coveralls Regular & Long Length	\$110.00	\$119.00	No Bid	No Bid	No Bid	\$112.00 \$139.00
11. Gear Bags, X-Large	\$49.20	\$44.00	\$34.00	No Bid	\$45.00	\$44.00

SECTION 2 – FIRE HOSE AND NOZZLES

ITEM	Dooley Tackaberry, Inc. Deer Park, Texas	Casco Industries Houston, Texas	MES Houston, Texas	Nevada Pacific Zephyr, Texas	NAFECO/Wilson New Braunfels, Texas	Previous Contract
1.5" x 100' sections of supply hose	\$555.00	\$645.00	\$533.00	\$566.30	\$699.00	\$554.45
2. 5" x 50' sections of supply hose	\$352.00	\$392.00	\$364.00	\$357.40	\$425.00	\$432.00
3. 5" x 25' sections of supply hose	\$250.00	\$265.00	\$224.88	\$281.50	\$285.00	\$361.00
4. 6" Ball valve, Intake	\$820.00	\$825.00	\$1,012.00	\$1,189.00	No Bid	\$811.62
5. 1.75 x 50' section of attack/supply hose, double jacket	\$100.60	\$81.00	\$103.00	\$135.19	\$97.00	\$106.00
6. 2" x 50' section of attack	\$38.00	\$42.00	\$78.00	\$35.76	\$39.00	\$149.00

SECTION 2 – FIRE HOSE AND NOZZLES

ITEM	Dooley Tackaberry, Inc. Deer Park, Texas	Casco Industries Houston, Texas	MES Houston, Texas	Nevada Pacific Zephyr, Texas	NAFECO/Wilson New Braunfels, Texas	Previous Contract
7. 3" x 50' section of attack/supply	\$136.00	\$138.00	\$141.00	\$175.66	\$135.00	\$149.00
8. 1.75 x 10' Attack	\$190.00	\$186.00	\$191.00	\$211.61	\$182.00	\$199.42
9. 3" x 20' section of attack/	\$111.00	\$114.00	\$112.00	\$116.36	\$107.00	\$168.00
10. 1.5 adjustable fog nozzle, 200 gpm	\$655.00	\$638.00	\$629.00	\$413.00	\$645.00	\$622.00
11. 1.50 adjustable fog nozzle, 250 gpm	\$737.80	\$719.00	\$711.00	\$474.00	\$725.00	\$707.00
12. 2.5 adjustable fog nozzle, 250 gpm	\$1,071.00	\$1,059.00	\$1,047.00	\$744.00	\$1,069.00	\$986.00
13. 1.0" adjustable fog nozzle flow 60 gpm	\$618.00	\$602.00	\$595.00	\$413.00	\$609.00	\$572.00

Texas City Fire Department
Memorandum

To: Rita Williams, Purchasing Director
From: David Zacherl, Assistant Chief
Date: January 22, 2014
Re: Bid #2014-061 Personnel Protective Equipment,
Fire Hose, Nozzles and Related Equipment

After reviewing the bids opened on January 21, 2014 at 2:00 p.m. it is my recommendation that we award the bids as follows:

Section 1: Personnel Protective Equipment awarded to Casco Industries as the lowest, responsible total bid, meeting all of these specifications in accordance with Instructions to Bidders: Item 9. Basis of Award.

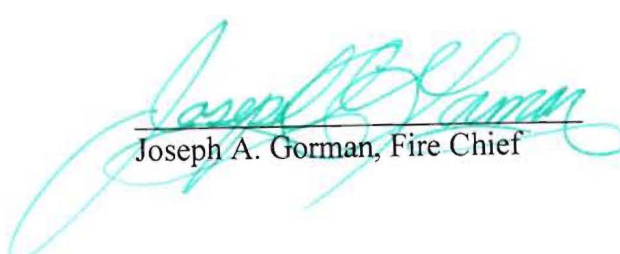
Section 2: Fire Hose & Nozzles awarded to Nevada Pacific as the lowest, responsible total bid, meeting all of these specifications in accordance with Instructions to Bidders: Item 9. Basis of Award.

If you have any questions or desire additional information, please contact me at your earliest convenience.

Thanks!



Authorized for Distribution:



Joseph A. Gorman, Fire Chief

“Working Together to Enhance the Community”

CITY COMMISSION REGULAR MTG

Res 14-023

Meeting Date: 02/05/2014

Gulf Coast Center Lease

Submitted For: Justin Herter, City Secretary

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider entering into Long Term lease with the Gulf Coast Center on property located at 33rd Street North and Magnolia for Park and Ride and Gulf Coast Centers Administration Center including Transportation Services.

BACKGROUND

The City of Texas City has designated roughly 10 acres at the intersection of Magnolia and 33rd St. N. as an area for a Park and Ride and some other aspect. The Gulf Coast Center, which operates the Park and Rides in Galveston County including one at the Mall of the Mainland is in need of new administration offices. Working with the mayor, there is an opportunity to use various grant monies and use the property as matching in-kind monies to located the Gulf Coast Centers Administration offices at this location, get assistance on the Park and Ride construction and construct and Emergency Management Center here to assist in evacuations and have command center during emergencies. When the Park and Ride lot is not being used, it is also available for overflow parking for events at the Carlos Garza Park. The situation allows all parties to benefit and take advantage of various federal dollars lessening the impact on the local citizens.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Res. No. 14-023

Map

Draft Contract

RESOLUTION NO. 14-023

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE GULF COAST CENTER AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City owns property located at the southwest corner of Magnolia and 33rd Street North;

WHEREAS, The Gulf Coast Center, which operates the Park and Ride in Galveston County, including one at the Mall of the Mainland, is in need of new administration offices;

WHEREAS, There is an opportunity to obtain various grant monies and use the property as matching in-kind monies to locate the Gulf Coast Centers Administration offices at this location; and

WHEREAS, The City will obtain assistance on Park and Ride construction and build an Emergency Management Center in Texas City to assist in evacuations and provide a command center during emergencies;

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 lease agreement between the City of Texas City and the Gulf Coast Center.

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

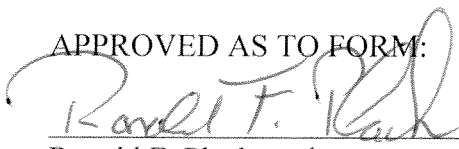
PASSED AND ADOPTED this 5th day of February, 2014.

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

ATTEST:

Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:



Ronald F. Plackemeier
City Attorney



1969

Imagery Date: 10/28/2012

29°23'49.71" N 94°56'38.97" W elev

5 ft eye alt

© 2013 Google

Google

1764

34th St N

33rd St N

13th Ave N

31st St N

Wagon Ave

23rd Ave

24th Ave

32nd St N

31st St N

30th St N



DRAFT

GROUND LEASE

Between

City of Texas City,
As Lessor

And

The Gulf Coast Center
As Lessee

TABLE OF CONTENTS

	<u>Page Number</u>
1. WORDS OF LEASING.....	1
2. PREMISES.....	1
3. TERM.....	2
4. USES	2
5. RENT	4
6. TAXES	4
7. UTILITIES	5
8. NET LEASE	5
9. IMPROVEMENTS	5
10. ACCESS	9
11. ENCUMBRANCE	9
12. ASSIGNMENT; SUBLETTING.....	9
13. INSURANCE; INDEMNITY	9
14. CASUALTY	12
15. CONDEMNATION.....	12
16. DEFAULT; REMEDIES	14
17. REPRESENTATIONS AND WARRANTIES	18
18. EXPIRATION; TERMINATION.....	18
19. GENERAL CONDITIONS; MISCELLANIOUS PROVISIONS	19
20. EXECUTION; MEMORANDUM OF LEASE	23

GROUND LEASE

THIS GROUND LEASE ("Lease") is executed effective as of the _____ day of _____, 2014 ("Effective Date"), by and between the City of Texas City, a political subdivision of the State of Texas ("Lessor"), and the Gulf Coast Center ("Lessee"), established pursuant to provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992),

1. WORDS OF LEASING

1.01. Granting Clause. For and in consideration of the covenants made by Lessee herein, and \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby leases and demises to Lessee and Lessee hereby leases and takes from Lessor the Premises (hereinafter defined), TO HAVE AND TO HOLD the Premises unto Lessee, its permitted successors and assigns, for and during the Term (hereinafter defined).

1.02. Covenant of Quiet Enjoyment. Lessor covenants and warrants, to the extent permitted under the laws and Constitution of the State of Texas, that, so long as Lessee is not in default hereunder, Lessee shall and may peaceably and quietly have, hold, occupy, use, and enjoy and shall have the full and unrestricted use and enjoyment of the Premises during the Term, subject only to any and all easements, rights-of-way, covenants, conditions, restrictions, and outstanding mineral interests and royalty interests, if any, relating to the Premises, to the extent the same may be in force and effect and either shown of record in the Real Property Records of Galveston County, Texas, or apparent on the Premises, and also subject to the approved Plans and Specifications (as hereinafter defined), and all applicable laws, ordinances, and regulations.

1.03. Premises Condition. Lessee accepts the Premises in their current condition AS IS, WHERE IS, and WITH ALL FAULTS and acknowledges that it has examined or will examine, in accordance with the provisions hereof, the Premises and the condition thereof, and that it has not relied on any representation or warranty by Lessor or Lessor's representatives, except as otherwise expressly stated herein, regarding the Premises, including any warranty or representation relating to value, suitability, fitness for a particular purpose, or condition of the Premises.

2. PREMISES

2.01. Definition. Except as expressly provided to the contrary in this Lease, reference to "Premises" is to the land described by metes and bounds on Exhibit A and shown on Exhibit A-1, which is located at the intersection of 33rd and Magnolia across from the Carlos Garza Sports Complex, which land contains approximately eight (8) acres of land area, more or less, in the City of Texas City, Galveston County, Texas, together with all rights, easements, privileges, and appurtenances thereto or in anywise belonging.

3. TERM

3.01. Term. Subject to the terms and conditions hereof, the term of this Lease is for a period of forty (40) years (the "Term"), beginning on Commencement Date (hereinafter defined) and ending at midnight on the day immediately preceding the 40th anniversary of the Commencement Date, unless sooner terminated as provided for in this Lease. By mutual agreement of the parties hereto, the primary term of the lease may be extended for an additional ten (10) years, in accordance with the terms of this Ground Lease. Agreement on any extension of the lease term must occur no later than six (6) months prior to the termination of the primary term of this lease.

4. USES

4.01. Use. Lessee shall use the Premises solely for the construction, operation, maintenance, and repair of a commuter Park and Ride facility and a Transit/Emergency Management Administration facility.

4.02. Intermodal Transit/Parking Terminal containing ___ parking spaces, square feet of retail space, access road, and pedestrian-transit connectivity, and an Administration/Emergency Management Facility (the "Project"). The Project shall be substantially in accordance with the drawings and plans attached hereto as Exhibit A-2 and incorporated herein for all purposes. Lessee shall not at any time during the Term after the Commencement Date abandon the Premises. Upon substantial completion of the Project Improvements, Lessee shall continuously operate and conduct in 100% of the Premises, the uses permitted by this section.

Lessor and Lessee covenant and agree that Lessor shall maintain and control those facilities in the Project associated with "the Emergency Management Operation". Lessor and Lessee covenant and agree that upon completion of the Project, Lessor and Lessee will enter into a ongoing agreement for maintenance and operations of the Project and premises.

4.03. Special Provisions Related to Use. Lessee will finance most of the leasehold improvements through funding granted by the Federal Transit Administration, Texas Department of Transportation (TxDOT) and or other federal and state agencies. The federal funding will be secured through a "Grant Agreement" and/or a "Cooperative Agreement" with the Federal Transit Administration ("FTA") which agreements incorporate the Master Agreement for Federal Transit Administration Agreement authorized by 49 U.S.C 5301 *et seq.* Unless otherwise approved by the FTA, Lessee agrees, as a material covenant to Lessor as well as the to the FTA, to comply with the requirements of the FTA with respect to the Lessee's real property, equipment, and supplies financed by the Grant Agreement(s) or Cooperative Agreement (collectively, the "FTA Agreements"). Lessee agrees to use Premises for the purposes required by the FTA Agreements for the duration of the useful life of that property, as required by the FTA. Should Lessee unreasonably delay

or fail to use Premises property during the useful life, Lessee agrees that it may be required to return the entire amount of the Federal assistance expended on that property. Lessee acknowledges that Lessor is neither a sub-recipient nor third party contractor party to the FTA Agreements and Lessee, to the extent authorized by the Laws and Constitution of the State of Texas, shall indemnify and hold Lessor harmless against such obligation. Lessee further agrees to notify the FTA immediately when the Premises are withdrawn from the use required by the FTA Agreements or when Project property is used in a manner substantially different from the representations Lessee has made in its Application or the Project Description for the Grant Agreement or Cooperative Agreement for the Project. As used herein, "useful life" shall mean forty (40) years.

4.04. Reservation of Use. Lessor reserves the right to utilize leased premises for special events and other activities not inconsistent with the Lessee's intended use of the Premises for a Park and Ride and Administrative Facility. This reservation of Use includes times of emergencies and other extraordinary circumstances when facilities are required for safety, emergency management, and other events. Lessor will endeavor to provide Lessee with as much notice as may be practical related to such Reservation of Use.

4.05. Signs. Before erecting or placing any sign upon the Premises, Lessee shall submit the design and specifications of such sign to Lessor for approval, which approval shall not be unreasonably withheld and comply with all of Lessor's ordinances.

4.06. Compliance with Laws. Lessee shall comply with all ordinances, laws, and regulations of all governmental authorities applicable to and as are required for Lessee's use and operation of the Premises as such ordinances, laws, and regulations are enforced by any governmental authority having jurisdiction with respect to the Premises, including, without limitation, the Rules and Regulations of the City of Texas City and the institutional rules and policies of The Federal Transit Administration, State of Texas Department of Transportation, (collectively, "Governmental Regulations"). The City of Texas City may enforce and apply Governmental Regulations on the Premises and to any person in or on the Premises, and may authorize officers and commissioned peace officers to provide such enforcement, subject to the jurisdictional limitations provided by law.

4.07. Limitation on Detrimental Uses

a. Lessee shall not use the Premises for any unlawful purpose nor cause, permit, or suffer any waste, damages, or injury to, or nuisance upon, any portion of the Premises. Lessee shall not permit any use of the Premises that is unlawful or sexually explicit or that pertains to sexually oriented businesses.

b. Lessee shall comply with all regulations, ordinances, rules, and laws regarding hazardous substances and wastes applicable to the Premises or to

Lessee's or any Subtenant's occupancy and use of the Premises. Any hazardous substances or wastes located on the Premises and arising out of Lessee's or any Subtenant's, contractor's, employee's, or assignee's occupancy and use or activities on the Premises from and after the Effective Date and prior to expiration or earlier termination of this Lease shall be the responsibility of Lessee and Lessee shall be liable and responsible therefor, including, without limitation: (i) removal thereof from the Premises to the extent required by any governmental authority with jurisdiction of any such substances or wastes and the costs therefor; (ii) damages to persons, property, and the Premises caused thereby; (iii) claims resulting therefrom; (iv) fines and costs imposed by any governmental agency in respect thereto; and (v) any other liability as provided by law relating thereto. Lessee shall defend, indemnify, and hold harmless Lessor and Lessor's successors and assigns from any and all such responsibilities, damages, claims, fines, and liabilities, including, without limitation, any costs, expenses and attorney's fees therefor. This indemnification obligation shall survive the expiration or earlier termination of this Lease. No underground or other storage tanks storing hazardous substances shall be located by Lessee on the Premises. Lessee shall immediately disclose to Lessor any knowledge Lessee may have of any hazardous materials that have been stored, used, or disposed of on the Premises in violation of applicable laws.

5. RENT

5.01. From and after the Commencement Date. Lessee agrees to pay to Lessor annual Rent in the amount of \$1 per year. Tenant shall pay the Rent to Landlord in annual installments in advance, making the first annual installment payment no later than the Commencement Date and each subsequent installment each year on or before the Anniversary Date of the Lease.

5.02. Unrelated Business Income. If Lessor is advised by its counsel at any time that any part of the payments by Lessee to Lessor under this Lease may be characterized under the Internal Revenue Code or its regulations as unrelated business taxable income or may not be excludable from unrelated business taxable income, then Lessee, at the option of Lessor, shall enter into an amendment of this Lease that will enable Lessor to avoid such income, so long as the amendment does not require Lessee to pay more to Lessor or accept fewer services from Lessor than this Lease provides.

6. TAXES

6.01. Lessor and Lessee Exempt Organizations. Lessee, with Lessor's reasonable cooperation, shall act diligently to cause the Premises to be recognized as a separate tract for real estate tax purposes. Lessor and Lessee acknowledge that each is an organization exempt from local taxation and that no ad valorem property taxes should be assessed against either in connection with the Premises or Project. However, to the extent that the activities of either lead to taxes being successfully

assessed against the Premises or Project, the party whose activities lead to such assessment shall be responsible to pay the taxes involved.

7. UTILITIES

7.01. Utilities. Lessee shall pay, or caused to be paid, when due all bills for water, heat, gas, telephone, electricity, garbage disposal and collection, and other utilities used on the Project, including but not limited to those associated with the transit center, parking, and retail.

8. NET LEASE

8.01. Net Lease. Lessor shall not be required to make any expenditure, incur any obligation (other than those expressly set forth in this Lease), or incur any liability of any kind whatsoever in connection with this Lease or Lessee's financing, ownership, construction, maintenance, operation, or repair of the Premises or the Improvements. It is expressly understood and agreed that this is a completely net lease intended to assure Lessor the Rent herein reserved on an absolute net basis.

9. IMPROVEMENTS

9.01. Construction of Project. Lessee shall use the Improvements to be constructed on the Premises, solely for the construction, operation, maintenance, and repair of a Park and Ride facility and Administrative/Emergency Management facility, (the "Project"), in accordance with the Plans and Specifications (herein so called) approved by Lessor for the construction of the Project Improvement. "Improvements" shall mean the Project Improvements and any and all other improvements now existing or hereafter placed on the Premises as permitted by this Lease. The project improvements shall conform, generally to the drawings and plans attached hereto as Exhibit A-2.

9.02. Plans and Specifications. Not later than two hundred seventy days (270) days following the date hereof, Lessee shall submit to Lessor for its approval the Plans and Specifications. The Plans and Specifications shall be prepared by architects and engineers registered in the State of Texas. Lessor shall respond to Lessee's request for approval of the Plans and Specifications within thirty (30) days after receipt by Lessor. If Lessor objects thereto, Lessee shall provide to Lessor for further review revised copies of such plans within fifteen (15) business days following receipt of such objections. This process of preparation, submittal, review, and re-submittal shall continue until the Plans and Specifications are approved by Lessor.

9.03. Additional Review Matters. Lessor shall have the right to ensure that the proposed Improvements are compatible with the existing or permitted uses of property in and around the Premises, and that the architectural elements of the Improvements are sympathetic to buildings on adjoining parcels and on the campus generally. To

this end, Lessee shall provide to Lessor samples of actual materials (including color) for the following: (a) roofing, (b) masonry, and (c) exterior paint.

9.04. Pre-Construction Requirements. Prior to commencement of construction (or, after completion of the Improvements, prior to undertaking any Remodeling (defined below)), (1) Lessee shall deliver to Lessor a copy of the signed contract between Lessee and the general contractor for construction of the Project Improvements ("Construction Contract") or any contract between Lessee and the general contractor for Remodeling, as applicable; and (2) Lessee shall provide evidence that it has obtained payment and performance bonds from the contractor, in an amount equal to the contract price set forth in the Construction Contract or the contract for Remodeling, as applicable, naming Lessee and Lessor as dual obligees, satisfactory in form and content to Lessor, and issued by a surety satisfactory to Lessor. Lessor shall note in writing any required changes or corrections to the payment bonds and performance bonds for work to be done pursuant to the Plans and Specifications or the Remodeling Plans (defined below) within five (5) business days after receipt thereof. In addition to the foregoing, the Lessee and Lessor shall have entered into such common wall, mutual support, and/or ingress and egress agreements ("Project Common Use and Ownership Agreements") as are determined to be necessary by Lessor's engineers and City Attorney, due to the of the nature of the Project design and the ownership during this Lease of the Project, the Premises, and the underlying land.

9.05. Completion of Project Improvements. Lessee, at Lessee's sole cost, risk, and expense, shall commence construction of the Project Improvements, and shall diligently pursue such construction to completion. In all events, Lessee shall commence construction of the Project Improvements within three hundred sixty (360) days following the date hereof and complete the improvements within five hundred forty (540) days of commencing construction, except for delays resulting from events of Force Majeure (defined below). The date that the Project Improvements are complete, the Lessor's Space is available for Lessor's finish out, and the Project commences operation as a parking garage is hereinafter referred to as the "Commencement Date." Lessee shall not make any change to the Project Improvements as shown in the Plans and Specifications approved by Lessor without the prior written consent of Lessor. Lessee shall, upon written request of Lessor, make, in such detail as may reasonably be required, and forward to Lessor, reports in writing as to the actual progress of the construction or Remodeling. During construction, the work shall be subject to inspection by Lessor's representatives in order to verify reports of construction, determine compliance with safety, fire, and building codes to the extent applicable to the Project, and determine compliance with approved Plans and Specifications or Remodeling Plans or such other inspections as may be necessary in the reasonable opinion of the Lessor.

9.06. Construction Standards. Any and all Improvements shall be constructed, and any and all alteration, renovation, repair, refurbishment, or other work with regard

thereto shall be performed, in accordance with the following "Construction Standards" (herein so called):

a. All such work shall be performed without cost, expense, or other liability to Lessor and in a good and workman like manner in accordance with good industry practice for the type of work in question and in accordance with the Plans and Specifications or the Remodeling Plan, as applicable. All work shall be performed by Lessee's contractors, subcontractors, or agents and at the sole cost and risk of Lessee. Lessee shall pay all architectural and engineering fees, or license fees, and all other costs and expenses associated with the work;

b. All such work shall be done in compliance with all applicable building codes, ordinances, and other laws or regulations of the State of Texas, Federal Transit Administration, or any other governmental authorities having jurisdiction;

c. No such work shall be commenced until there shall have been first obtained all licenses, and authorizations required by all governmental authorities having jurisdiction;

d. Lessee shall have obtained and shall maintain in force and effect the insurance coverage required in Article 13 with respect to the type of construction or work in question;

e. After commencement, such work shall be prosecuted with due diligence to its completion;

f. LESSEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 AS AMENDED 16 U.S.C.A. §470 et seq.) AND THE ANTIQUITIES CODE OF TEXAS (CHAPTER 191, TEX. NAT. RES. CODE ANN.). BEFORE BREAKING GROUND AT THE PREMISES, LESSEE SHALL NOTIFY THE TEXAS HISTORICAL COMMISSION. AN ARCHEOLOGICAL SURVEY MIGHT BE REQUIRED BY THE COMMISSION BEFORE CONSTRUCTION OR INSTALLATION OF ANY IMPROVEMENTS CAN COMMENCE. FURTHER, IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT, OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL, OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS LEASE, LESSEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY LESSOR SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. In the event Lessee is required to cease work, Lessor shall not be liable for any costs of Lessee, Lessee's contractors, subcontractors, or any other person or entity as a result of any interruption of Lessee's use of the Premises; and

g. Lessee shall cause all Improvements and alterations to the Premises to be designed, constructed, maintained, and operated in accordance with (i) the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Texas

Architectural Barriers Act (Texas Government Code, Chapter 469), and all regulations promulgated thereunder, and the ordinances of the City of Texas City.

9.07. Protection of Lessor against Cost or Claim. Lessee shall not permit to be foreclosed any mechanic's or materialman's lien or other statutory lien against the Premises or Improvements by reason of work, labor, services, or materials supplied to or at the request of Lessee pursuant to any construction on the Premises, or materials or labor supplied to or at the request of Lessee. Lessee shall pay and discharge, cause to be paid and discharged, or bond around any such mechanic's or materialman's lien filed against the Premises or Improvements within twenty (20) days after the filing thereof. Lessee may in good faith and at Lessee's own expense contest the validity of such asserted lien, claim, or demand, in which event Lessee shall bond around such lien or claim. In no event shall Lessee have the right, authority, or power to bind Lessor or any interest of Lessor in the Premises for any claim for labor or material or for any other charge or expense incurred in the construction or alteration of the Improvements.

9.08. Maintenance. Throughout the Term hereof, Lessee, at Lessee's sole cost and expense, shall maintain the Premises and Improvements in good condition and repair (ordinary wear and tear excepted) and operate and maintain the same in accordance with all applicable laws, rules, ordinances, orders, and regulations of federal, state, county, municipal, and other governmental agencies and bodies having jurisdiction over the Premises. Lessor shall have no obligation to maintain or repair the Premises or any Improvements, with the exception of those portions of the premises which are occupied by Lessor.

9.09. Ownership of Improvements. Except as otherwise provided herein in respect to Lessee's right to remove certain personal property, all Improvements shall be owned by Lessee until the expiration or earlier termination of this Lease. All Improvements on the Premises at the expiration or earlier termination of this Lease shall, without compensation to Lessee, become Lessor's property free and clear of all claims to or against them by Lessee or anyone claiming by, through, or under Lessee. Lessor acknowledges that the FTA will maintain an 80% equitable interest in the terminal, parking, retail space and all other leasehold improvements implemented by lessee on the premises, throughout the useful life of the federally funded project. The federal interest will cease after the initial forty (40) year life of the primary lease and title to the leasehold improvements will be transferred to Lessor. Lessee will maintain legal title to the aforementioned improvements throughout the useful life of the project until such title is transferred to Lessor. Prior to transfer of legal title to the Lessor for utilization of the premises for other than the provision of public transportation services, Lessee may remove such personal property which is integral to the utilization of the terminal for a transportation facility.

9.10. Alterations. At least sixty (60) days prior to undertaking any material structural alteration, renovation, or remodeling of the Project Improvements ("Remodeling"), Lessee shall submit plans for such Remodeling (the "Remodeling

Plans") to Lessor for approval, which approval shall not be unreasonably withheld provided that such changes or alterations (i) are consistent with the Plans and Specifications approved by Lessor, and (ii) do not result in a substantial or material change in the character or the facade of the Improvements existing as of the date of such alterations. Lessor shall either approve or disapprove any such Remodeling Plans within thirty (30) days after receipt of such plans from Lessee.

10. ACCESS

10.01. Access for Lessor. Lessee shall permit Lessor's agents, representatives, and employees to enter on the Premises at reasonable times for the purposes of review and inspection as provided in this Lease, to determine whether Lessee is in compliance with the terms of this Lease, and for other reasonable purposes.

11. ENCUMBRANCE

11.01. Encumbrance. Lessee shall not have the right to mortgage, pledge, hypothecate, or otherwise transfer or assign the leasehold estate granted hereby as security for a debt or other obligation incurred for the construction, maintenance, operation, repair, or refinancing of the Project Improvements (collectively, a "Mortgage") without consent thereto from Lessor. In no event shall any such Mortgage attach to or become a lien on the Premises or any interest other than Lessee's leasehold estate and other rights, title, and interests granted to Lessee hereunder.

Lessor acknowledges the FTA has certain rights in respect of Lessee's interest in the Project pursuant to the FTA Agreements. Lessor shall recognize the FTA or other appropriate agency, or their assignee (a "FTA Party") as the "Lessee" hereunder in the event an FTA Party succeeds to Lessee's interest in the Project; provided, however, that Lessor has received the assurances from the FTA described in Section 4.03 above, confirmation from the FTA Party of Lessor's rights hereunder, and a reconfirmation from the FTA as to the continuing validity of the assurances given by the FTA pursuant to Section 4.03 above.

12. ASSIGNMENT; SUBLETTING

12.01. Assignment and Sublease. Lessee shall not have the right to assign, sublet, or otherwise transfer Lessee's interest in this Lease other than to an FTA Party which has made an attornment to the Lessor in form and substance satisfactory to Lessor, without the approval of Lessor.

13. INSURANCE; INDEMNITY

13.01. Insurance.

a. Lessee's Insurance. During the Term, Lessee will keep and maintain (or cause to be kept and maintained) in force policies of:

i. All-risk property insurance (also called special form insurance) on the Improvements or any replacements or substitutions therefor and Lessee's fixtures and personal property, with deductibles in an amount that Lessee may reasonably determine and Lessor approves, from and after commencement of construction of the Project Improvements, against Insurable Risks (hereinafter defined), and builder's risk completed value form during construction, in amounts not less than one hundred percent (100%) of actual replacement cost (exclusive of cost of excavation, foundations, footings below the surface of the ground, and costs of underground flues, pipes, and drains). The actual replacement cost shall be confirmed from time to time (but not more frequently than once in any twelve (12) calendar months) at the request of Lessor, by one of the insurers or, at the option of Lessee, by an appraiser, engineer, architect, or contractor approved by the issuer of such insurance policy and paid by Lessee. "Insurable Risks" means those risks covered by the Texas Standard Form Fire and Extended Coverage Policy (including fire and direct loss by windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, and land vehicles); sonic shock wave; and leakage from fire protective equipment;

ii. commercial general liability insurance with the following coverages: (a) premises/operations; (b) independent contractors; (c) broad form contractual liability specifically in support of, but not limited to, the indemnification provisions contained in this Lease; (d) broad form property damage; (e) personal injury liability with employee and contractual exclusions removed; (f) liquor liability; and (g) a severability of interest endorsement, and with the following limits: limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and not less than Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, sickness, or death, and property damage; and umbrella excess liability insurance for bodily injury and property damage (occurrence basis) above the coverages described above and with limits of not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate. Lessor shall be named as an additional insured. The amounts of such insurance shall be reviewed on the fifth (5th) anniversary date of this Lease and each third (3rd) year thereafter and shall be increased, if necessary, so that the amount of such coverage is at all times generally equal to the limits described herein measured in 2013 dollars; and

iii. workers' compensation insurance with the statutory limits and employer's liability insurance with limits of not less than \$500,000 for each accident, \$500,000 for disease-policy limit, and \$500,000 for disease-each employee.

All such insurance shall be secured and maintained in a company or companies reasonably satisfactory to Lender and Lessor, and shall be carried in the name of Lessee. Lessee's insurance shall be primary and not contributory to that carried by Lessor or Lender. Lessee shall provide copies of insurance policies required hereunder to Lessor on or before the Commencement Date. The commercial general liability policy shall include the ISO Form 20 11 11 85 additional insured endorsement naming Lessor as an additional insured. The all-risk property insurance policy shall name Lessor as "an insured as its interest may appear."

b. Waiver of Subrogation. Lessee shall secure an appropriate clause in, or an endorsement upon, each policy of insurance required to be provided by it hereunder, except for the commercial general liability policy, pursuant to which the respective insurance companies waive subrogation and rights of recovery or permit the insured to agree with the other party hereto to waive any claim it might have against such party. The waiver of subrogation or permission for waiver of any claim hereinbefore referred to shall extend to the agent of each party hereto and their respective contractors and employees and, in the case of Lessee, shall also extend to all the persons occupying or using all or any part of the Improvements from time to time.

To the extent permitted by law, Lessee hereby releases Lessor with respect to any claim (including a claim for negligence) that it might otherwise have against Lessor, its officers, agents, or employees, for loss, damage, or destruction with respect to its property or injury to persons by fire or other casualty or other occurrence, to the extent typically covered under policies of all risk property insurance or workers' compensation or employer's liability insurance. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE SHALL HAVE BEEN CAUSED BY THE FAULT OR NEGLIGENCE OF LESSOR OR ANY PERSON FOR WHOM LESSOR MAY BE RESPONSIBLE.

13.02. Indemnity. Lessee, to the extent authorized by the Laws and Constitution of the State of Texas, hereby agrees to defend and indemnify and hold harmless Lessor from and against all claims and all costs, expenses, and liabilities incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of or in any way related to Lessee's, Subtenants', and/or Lessee's assignees', employees', contractors', guests', and/or invitees' use or occupancy of the Premises or any of the activities of any such parties in or on the Premises, and/or the design or construction of the Improvements.

13.03. Contractor's Insurance. Lessee shall cause any contractor of Lessee performing work on the Premises to maintain insurance as follows, with such other terms, coverages, and insurers as Lessor shall reasonably require from time to time:

a. commercial general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement, and contractor's protective liability coverage, to afford protection with limits, for each occurrence, of not less than One Million Dollars (\$1,000,000) with respect to personal injury, death, or property damage; and

b. workers' compensation insurance in form and amounts required by law, and employer's liability insurance with not less than the following limits:

Each Accident	\$500,000
Disease--Policy Limit	\$500,000
Disease--Each Employee	\$500,000

Such insurance shall contain a waiver of subrogation provision in favor of Lessor and its employees and agents.

Lessee's contractor's insurance shall be primary and not contributory to that carried by Lessee, Lessor, their agents, or Lender. Lessee and Lessor shall be named as additional insureds on Lessee's contractor's insurance policies.

14. CASUALTY

14.01. Damage to Improvements. Should the Improvements or any other fixtures on the Premises be wholly or partially destroyed or damaged by fire or any other casualty whatsoever during the Term, Lessee shall commence the work of repair, reconstruction, or replacement of the damaged or destroyed Improvements and fixtures and prosecute the same with reasonable diligence to completion, so that the same shall, at the sole expense of Lessee, be restored to substantially the same size, function, and value as existed prior to the damage.

14.02. No Abatement of Rental. In no event shall Lessee be entitled to any abatement, allowance, reduction, or suspension of Rent or other charges herein reserved.

15. CONDEMNATION

15.01. Condemnation.

a. Definitions. The following definitions apply in construing provisions of this Lease relating to a taking of all or any part of the Premises or the Improvements or any interest in them by eminent domain or inverse condemnation:

i. Taking means any taking by eminent domain or by inverse condemnation or for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning authority or entity under threat of condemnation in avoidance of an exercise of eminent domain. The Taking shall be considered to take place as of the later of (x) the date actual physical possession is taken by the condemnor or (y) the date on which the right to compensation and damages accrues under the law applicable to the Premises.

ii. Total Taking means the Taking of the fee title to all the Premises and the Improvements.

iii. Substantial Taking means the Taking of so much of the Premises or Improvements or both that the remaining Premises would not be economically and feasibly usable, in Lessee's reasonable opinion, by Lessee, or the Improvements would be, in Lessee's reasonable opinion, other than reasonably efficient or economic for Lessee's use.

b. Notice to Other Party. The party receiving any notice of the kinds specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

i. Notice of intended Taking.

ii. Service of any legal process relating to condemnation of the Premises or Improvements.

iii. Notice in connection with any proceedings or negotiations with respect to such condemnation.

iv. Notice of intent or willingness to make or negotiate a private purchase, sale or transfer in lieu of condemnation.

c. Representative of Each Party; Effectuation. Lessor and Lessee shall each have the right to represent its respective interests in each proceeding or negotiation with respect to a Taking or intended Taking and to make full proof of his or its claims. Lessor and Lessee each agrees to execute and deliver to the other any instruments that may be required to effectuate or facilitate the provisions of this Lease relating to condemnation.

d. Total or Substantial Taking. On a total Taking, Lessee's obligation to pay Rent shall terminate on the day of Taking. If Lessee determines that the Taking is substantial under the definition appearing in Subsection 15.01.a.iii. above, Lessee may, by notice to Lessor given within one hundred twenty (120) days after Lessee receives notice of intended Taking, elect to treat the Taking as a Substantial Taking. If Lessee does not so notify Lessor, the Taking shall be deemed a Partial Taking. A Substantial Taking shall be treated as a Total Taking if (1) Lessee delivers notice to Lessor within one hundred twenty (120) days after Lessee receives notice of intended Taking, as provided above, and (2) Lessee is not in default under this Lease and has complied with all Lease provisions concerning apportionment of the award. If these conditions are not met, the Taking shall be treated as a Partial Taking.

e. Delivery of Possession. So long as Lessee is not in Default under this Lease, Lessee may continue to occupy the Premises and Project Improvements until the day of Taking.

f. Award for Total Taking. On a Total Taking, the award therefor shall be distributed and paid to Lessee and Lessor as their respective interests under this Lease (as if the same had not been terminated) may appear. In determining their respective interests:

i. The interest of Lessor shall be based on the value of Lessor's reversionary interest in the Premises and Improvements taking into account the leasehold estate created by this Lease, the amount of rental paid by Lessee and the value of non-monetary consideration, if any, to Lessor hereunder, and all of the other terms and provisions of this Lease; and

ii. The interest of Lessee shall be based on the value of Lessee's interest in the Premises and Improvements, including the value of the improvements for the Term and the value of Lessee's leasehold estate and interests under this Lease.

g. Partial Taking. In the event of a Partial Taking, Lessor shall be entitled to a portion of the award equal to the value of the fee simple title to the portion of the Premises taken, exclusive of the value of the Improvements and Lessee shall be entitled to the balance of the award. In such event, this Lease shall remain in full force and effect covering the remaining portion of the Premises. Lessee shall, subject to the rights of each Lender, promptly commence reconstruction of the Improvements damaged by such Partial Taking to as near the condition as existed prior to such Taking as is reasonably practicable and diligently prosecute the same to completion.

h. Taking of Less than Fee Title. On any Taking of the temporary use of all or any part or parts of the Premises or Improvements or both for a period, or of any estate less than the fee, ending on or before the expiration date of the Term, neither the Term nor the Rent shall be reduced or affected in any way, and Lessee shall be entitled to any and all awards for the use or estate taken. If any such Taking is for a period extending beyond the expiration date of the Term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

16. DEFAULT; REMEDIES

16.01. Lessee's Default. Each of the following events shall be a default by Lessee and a breach of this Lease:

a. Failure to timely and fully perform Lessee's obligations under Article 9 of this Lease or under the FTA Agreements.

b. Failure or refusal to pay when due the Rent as provided in Article 5 of this Lease.

c. Failure or refusal to pay when due any other sum required by this Lease to be paid by Lessee if such failure to pay is not cured within twenty (20) days after written notice thereof is provided to Lessee.

d. Failure by Lessee to perform as required any other covenant, agreement, or obligation (other than the payment of a liquidated sum of money) of Lessee under this Lease if the same is not cured within thirty (30) days after notice of such failure from Lessor to Lessee; provided, that, if such default is of a nature that cannot reasonably be expected to be cured within said thirty (30) days, then for such longer time as may be reasonably necessary so long as Lessee commences the cure within said thirty (30) days and thereafter diligently prosecutes the same to completion.

e. The taking by execution of Lessee's leasehold estate for the benefit of any person other than a Lender or purchaser at a foreclosure under a Mortgage.

f. The filing of a petition for relief against Lessee, as debtor, under the Federal Bankruptcy Code (the "Code"), as now or hereafter constituted, or any other applicable federal or state law of similar import, or the entry of a decree or order by a court having jurisdiction over the Premises, appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for Lessee or any substantial part of the properties of Lessee or ordering the winding up or liquidation of the affairs of Lessee, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

g. The commencement by Lessee of a voluntary case under the Code, as now or hereafter constituted, or any other applicable federal or state law of similar import, or the consent or acquiescence by Lessee to the commencement of a case under the Code or such similar law or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for Lessee or any substantial part of the property of Lessee.

16.02. Lessor's Remedies. Upon default hereunder by Lessee, Lessor has the following remedies in addition to all other rights and remedies provided by law or equity, to which Lessor may resort cumulatively or in the alternative:

a. Lessor may, at Lessor's election, terminate this Lease by giving Lessee notice of termination. On the giving of the notice, all of Lessee's rights in the Premises and in all Improvements shall terminate. Promptly after notice of termination, Lessee shall surrender and vacate the Premises and all Improvements and Lessor may re-enter and take possession of the Premises and all Improvements and eject all parties in possession or eject some and not others or eject none. Termination under this Section 16.02.a, shall not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or then accruing against Lessee.

b. Lessor may, at Lessor's election, re-enter the Premises, and, without terminating this Lease, at any time and from time to time relet the Premises and improvements or any part or parts of them for the account and in the name of Lessee or otherwise. Lessor may, at Lessor's election, eject all persons or eject some and not others or eject none. Lessor shall apply all rents from reletting, if any, first to the reasonable costs and expenses incurred by Lessor in reletting the Premises, then to the reasonable costs and expenses incurred by Lessor in operating and maintaining the Improvements, and the balance to rents and other sums payable by Lessee to Lessor. Lessor shall have no duty to remit any sums thus collected to Lessee. Any reletting may be for the remainder of the term or for a longer or shorter period. Lessor may execute any leases made under this provision either in Lessor's name or in Lessee's name and shall be entitled to all rents from the use, operation, or occupancy of the Premises or Improvements or both. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives notice of termination. Nothing contained herein shall be deemed to place any obligation on Lessor to relet the Premises.

16.03. Mitigation of Damages. If Lessee abandons the Premises or vacates the Premises, or if Lessor terminates Lessee's right to possession of the Premises as a result of a default by Lessee, Lessor shall not have any obligation to relet or attempt to relet the Premises, or any portion thereof, unless applicable law imposes such an obligation on Lessor and prohibits a waiver of that obligation. To the fullest extent allowed by law, Lessee hereby waives any obligation on the part of Lessor to mitigate damages. If applicable law requires Lessor to mitigate damages under any circumstances and prohibits a waiver by Lessee of that obligation, the parties hereby agree that Lessor shall have taken objectively reasonable efforts to so mitigate if Lessor has done either of the following within one hundred twenty (120) days after Lessee no longer occupies the Premises: (a) announce the availability of the Premises for lease in a suitable trade journal or Galveston County, Texas newspaper once a month, or request proposals for lease of the Premises by a request for proposals process as determined by Lessor; or (b) show the Premises to prospective lessees. Lessee acknowledges the unique nature of the Premises and agrees that Lessor shall have no obligation to lease the Premises to any willing lessee. Rather, the lessee must be suitable under the circumstances and in Lessor's sole discretion, considering such factors, among others, as financial responsibility, the identity and business reputation of the proposed lessee, and the experience of the proposed lessee in operating similar projects.

16.04. Notice of Lessor's Default. Each of the following events will constitute a default by Lessor: Lessor shall not be considered to be in default under this Lease unless (a) Lessee has given written notice specifying the default and (b) Lessor has failed for sixty (60) days after receipt of such notice to cure the default or to commence cure within such time and then pursue the same diligently.

a. Lessor's failure, at the expiration of five (5) business days following Lessee's notice to Lessor of Lessor's failure to have responded timely to reviews of

submittals of plans and specifications, or other timely reviews required through this lease, may result in damages to Lessee to the extent that Lessee incurs increased design and construction costs directly attributable to Lessor's delay as indicated herein. The foregoing shall not apply, however, to Lessor's obligations in this Lease to respond to submittals of the Plans and Specifications; however, Lessor shall not be in default of that obligation until the expiration of five (5) business days following Lessee's notice to Lessor of Lessor's failure to have responded timely. To the extent permitted by applicable law, Lessee hereby waives the provisions of § 91.004(b) of the Texas Property Code (or any successor thereto) and any other laws that may grant to Lessee a lien on any of Lessor's property or on any rental due to Lessor.

b. Lessor's failure to fulfill its ground lease obligation to Lessee prior to the expiration of the term of the initial lease, or any extension thereof, thereby preventing Lessee from fulfilling its responsibilities to the FTA to provide for "continuing control of use of project facilities and equipment" throughout the useful life of the project, and thereby precluding public transportation services from the federally financed facility.

16.05. Lessee's Remedies - In the event that Lessor defaults on its lease with Lessee, thereby preventing Lessee from fulfilling its obligations to the FTA, Lessor will be responsible for compensating Lessee for any repayment of federal funding due to the FTA, resulting from Lessee's failure to fulfill its contractual obligations.

16.06. Unavoidable Default or Delay; Waiver. Any prevention, delay, nonperformance, or stoppage due to any of the following causes shall excuse nonperformance for the period of any such prevention, delay, nonperformance, or stoppage, except the obligations imposed by this Lease for the payment of Rent, Additional Rent, Impositions, Taxes, insurance premiums, or obligations to pay money that are treated as Rent or Additional Rent. The causes referred to above are strikes, lockouts, labor disputes, failure of power, acts of God, acts of public enemies of this State or of the United States, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls, casualties, or other causes beyond the reasonable control of the party obligated to perform (collectively, "Force Majeure").

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. If either party brings any action or proceeding to enforce, protect, or establish any right or remedy, the prevailing party shall be entitled to recover reasonable attorney's fees; provided, however, that Lessor shall be so obligated only to the extent permitted under the laws and Constitution of the State of Texas and Lessor's attorney's fees for Lessor's attorneys shall be the actual amount paid or an amount calculated at a rate equal to the average rate charged by attorneys for comparable services in law firms offering similar services with at least

twenty (20) partners, shareholders, or members with offices in Austin, Texas, whichever is greater.

16.07. Payment on Default. If Lessor is compelled or elects to pay any sum of money or do any acts that require the payment of money by reason of Lessee's failure or inability to perform any of the provisions of this Lease after passage of any notice and cure period provided under any other provisions of this Lease, which Lessor may elect in its sole discretion, Lessee shall promptly, upon demand, reimburse Lessor for such sums, and all such sums shall bear interest at the highest allowable rate under the laws of the State of Texas (the "Default Rate") from the date of expenditure until the date of such reimbursement. Other sums payable hereunder that are not paid by Lessee when due shall bear interest at the Default Rate from and after the date of demand therefor by Lessor until the date of payment thereof.

17. REPRESENTATIONS AND WARRANTIES

17.01. Lessee's Representations and Warranties. Lessee represents and warrants that:

a. As of the execution date of this Lease, Lessee is a political subdivision duly organized and validly existing under the laws of the State of Texas and is duly qualified to transact business under the laws of the State of Texas and has the power and authority to carry on its business as presently conducted and as contemplated to be conducted on the Premises by this Lease and to enter into and perform its obligations under this Lease; and the execution, delivery, and performance by Lessee of this Lease has been duly authorized by all necessary Gulf Coast Center action.

b. As of the execution date of this Lease, the execution, delivery, and performance of this Lease by Lessee will not violate any law or Lessee's organizational documents.

17.02. Lessor's Representations and Warranties. Lessor represents and warrants that:

a. Except as disclosed to Lessee, as of the execution date of this Lease, Lessor is the record owner of the Premises and Lessor has all power and authority necessary to enter into this Lease.

b. As of the execution date of this Lease, to Lessor's current actual knowledge, there is no pending or threatened condemnation action pertaining to the Premises.

c. Except as disclosed to Lessee, Lessor has not executed any lease covering the Premises that has not been terminated or the term of which has not expired.

18. EXPIRATION; TERMINATION

18.01. Lessee's Duty to Surrender. At the expiration or earlier termination of this Lease, Lessee shall surrender to Lessor possession of the Premises and all portions of the Project located on or over the Premises, together with all fixtures, trade fixtures, equipment, and personal property located on the portions of the Premises owned by Lessee and used in connection with the operation of the Project, but specifically excluding Lessee's inventory, computers, maintenance equipment, furniture, furnishings, and other office equipment, all of which Lessee shall have the right and option to remove. Lessee shall leave the surrendered Premises, improvements, and any other property reasonably necessary to operate the Premises and portions of the Project located on or over the Premises in good condition. All property that Lessee is required to surrender shall become Lessor's property at the expiration or earlier termination of this Lease without compensation to Lessee. All property that Lessee is not required to surrender but that remains on the Premises for thirty (30) days following the expiration or earlier termination of this Lease shall, at Lessor's election, become Lessor's property at the expiration or earlier termination of this Lease without compensation to Lessee.

If Lessee fails to surrender as aforesaid at the expiration or sooner termination of this Lease, Lessee shall defend and indemnify Lessor from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding lessee founded on or resulting from Lessee's failure to surrender.

18.02. Holding Over. This Lease shall terminate without further notice at the expiration of the Term. Any holding over by Lessee after expiration shall not constitute a renewal or extension or give Lessee any rights in or to the Premises and/or the improvements located on or over either, except as otherwise expressly provided in this Lease, and Lessee shall pay, as liquidated damages, the then current fair market rental value of the Premises and the improvements located on or over both, calculated on a per diem basis, multiplied by two (2) for the period during which Lessee possesses such property beyond the expiration hereof.

19. GENERAL CONDITIONS; MISCELLANEOUS PROVISIONS

19.01. Transactions Between Parties.

a. Approval of Ancillary Agreements. Lessor agrees that if it becomes necessary or desirable for Lessor to approve in writing any ancillary agreements or documents concerning the Premises or concerning the construction, operation, or maintenance of the Project Improvements or to alter or amend any such ancillary agreements between Lessor and Lessee or to give any approval or consent of Lessor required under the terms of this Lease, Lessor hereby authorizes, designates, and empowers the Mayor of the City of Texas City or successors in function, as

empowered to execute such documents; however, any approval of "ancillary agreements" may require the City of Texas City Commission approval.

b. Notice. As used in this Lease, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. No notice of the exercise of any option or election is required unless the provision giving the election or option expressly requires notice. All notices must be in writing. Notice is considered given either (a) when delivered in person or by facsimile transmission (however, if a facsimile transmission is received after 5:00 p.m. Central Time, it shall be deemed received the following business day) to the recipient named as below, or (b) three (3) days after deposit in the United States mail in a sealed envelope, wrapper, or container, either registered or certified mail, return receipt requested, postage and postal charges pre-paid, addressed by name and address to the party or person intended as follows:

Notice to Lessor:

Mr. Matt Doyle
Mayor
1801 9th Avenue North
City of Texas City, 77592-2608

Notice to Lessee:

Mr. Mike Winburn
Executive Director
Gulf Coast Center
123 Rosenberg, Suite 6
Galveston, Texas 77550

Facsimile notices shall be followed by delivery by first class mail as provided above. Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another person whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

c. Nonmerger of Fee and Leasehold Estates. Notwithstanding any other provision of this Lease to the contrary, if both Lessor's and Lessee's estates in the Premises or the Improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger or any contrary provision of this Lease except at the express written election of the owner.

d. Estoppel Certificates. At any time and from time to time, within thirty (30) days after notice of request by Lessor or Lessee, the other party shall execute, acknowledge, and deliver to the other or to such recipient as the notice shall

direct, a statement certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the Rent and any other charges have been paid in advance and that there are no defaults hereunder, or if there are, specifying those defaults with particularity. The statement shall be such that it can be relied on by any auditor, creditor, commercial banker, and investment banker and by any prospective purchaser or encumbrancer of the Premises or all or any part or parts of Lessor's or Lessee's respective interests under this Lease.

e. Joint and Several Obligations. If either Lessor or Lessee consists of more than one person, the obligation of all such persons is joint and several.

19.02. Interpretation of Lease.

a. Captions, Table of Contents. The table of contents, if any, of the Lease and the captions of the various Articles, Sections, and Subsections of this Lease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

b. Gender. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the neuter, and each includes corporation, partnership, or other legal entity when the context so requires.

c. Singular and Plural. The singular number includes the plural whenever the context so requires. References herein to "person", means one or more persons, or one or more entities, or any combination of persons and entities.

d. Exhibits, Addenda. The following **Exhibits A-B** are incorporated herein for all purposes, whether or not they are actually attached, provided that any not attached have been signed or initialed by the parties:

- Exhibit A – Metes and Bounds Description of the Premises
- Exhibit A-1 - Map of Premises
- Exhibit A-2 – Drawings and Preliminary Plans
- Exhibit B - Memorandum of Lease

No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors and the warranties, representations, and covenants in this Lease. The failure or refusal of either party to inspect the Premises, to read the Lease or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based

on such reading, inspection, or advice. This Lease may not be changed except by written instrument signed by both Lessor and Lessee.

e. Severability. The invalidity or illegality of any provision shall not affect the remainder of the Lease.

f. No Partnership, Joint Venture, or Principal-Agent Relationship. Nothing in this Lease or any acts of the parties hereto shall be construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the parties.

g. Time of Essence. Time is of the essence with respect to the performance of each of the terms, provisions, covenants, and conditions contained in this Lease.

h. Texas Law to Apply. This Lease shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

19.03. Successors. Each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties. References herein to "Lessor" shall mean the person who is the owner at the time in question of the Premises, whether singular or plural in number, and whether named in this Lease as Lessor or having become the successor in interest of the named Lessor, or the successor of a successor, whether by assignment, foreclosure, or other transfer, and whether intentional or inadvertent or by operation of law. References herein to "Lessee" shall mean the person named as Lessee in this Lease, whether singular or plural in number, or the person who at the time in question is the successor in interest of Lessee, or the successor of a successor, whether by assignment, foreclosure, or other transfer, and whether intentional or inadvertent or by operation of law. It does not, however, include any person claiming under any assignment or sublease or other transfer prohibited by this Lease, and this definition does not alter the provisions of this Lease relating to assignment or subletting.

19.04. Nondiscrimination. Any impermissible discrimination by Lessee or its agents or employees on the basis of race, color, sex, age, religion, national origin, veteran's status, or disability in employment practices or in the performance of the terms, conditions, covenants and obligations of this Lease is prohibited. Accordingly, Lessee will exercise its reasonable efforts in good faith, consistent with prudent business practices, to include women-owned and minority-owned small business enterprises as material suppliers, as contractors, and/or as subcontractors in planning, designing, developing, constructing, operating, and maintaining the Premises during construction and following completion.

19.05. Conflict of Interest. Lessee acknowledges that it is informed that Texas law prohibits contracts between Lessor and its officers, and that the prohibition extends

to contracts with any partnership, corporation, or other organization in which any such officer has an interest. Lessee certifies (and this Lease is made in reliance thereon) that neither Lessee nor any person having an interest in this Lease by, through, or under Lessee is an officer of Lessor.

19.06. No Broker. Lessor and Lessee each indemnifies and agrees to hold the other harmless from any claims for real estate leasing commissions or finders fees in respect to the transaction entered into under this Lease alleged to be due because of any act of the indemnifying party and from any loss, liability, damage, cost, or expense (including attorney's fees) of defending or settling such claims. Lessor's obligation to indemnify Lessee shall apply to the extent authorized by the Constitution and laws of the State of Texas.

20. EXECUTION; MEMORANDUM OF LEASE

20.01. Execution in Counterparts. This Lease, or the memorandum of this Lease, or both, is executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

20.02. Recordation of Memorandum Only. Only a memorandum of this Lease in the form attached hereto as Exhibit B shall be recorded (the "Lease Memo"). The Lease Memo shall be recorded only on or after the Commencement Date. Lessee's recordation of this Lease or any other memorandum of this Lease (other than the Lease Memo) shall be a default hereunder.

This Lease is executed on the dates shown below, to be effective for all purposes on the date first written above.

Date: _____, 2014

By: _____
Matt Doyle
Mayor, City of Texas City
"Lessor"

Approved as to Content:

City Attorney

Date: _____, 2014

GULF COAST CENTER

By: _____
Name: _____
Title: _____
"Lessee"

Approved as to Content

Exhibits

- A - Metes and Bounds Description of the Premises
- A-1 - Map of Premises
- A-2 – Drawings and Preliminary Plans
- B - Memorandum of Lease

EXHIBIT A

Metes and Bounds Description of Premises

EXHIBIT A-1

Map of Premises

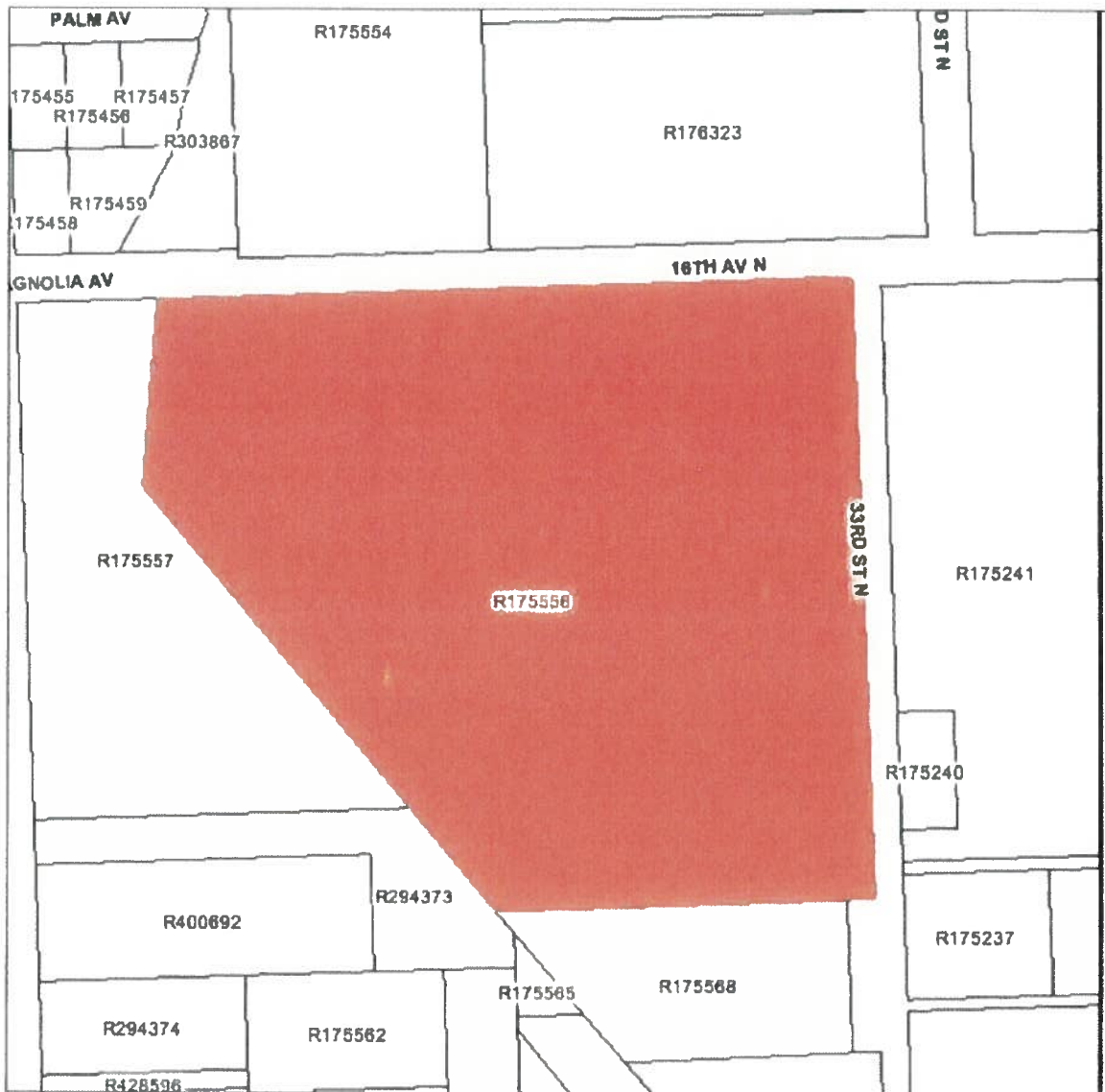


EXHIBIT A-2
Drawings and Preliminary Plans

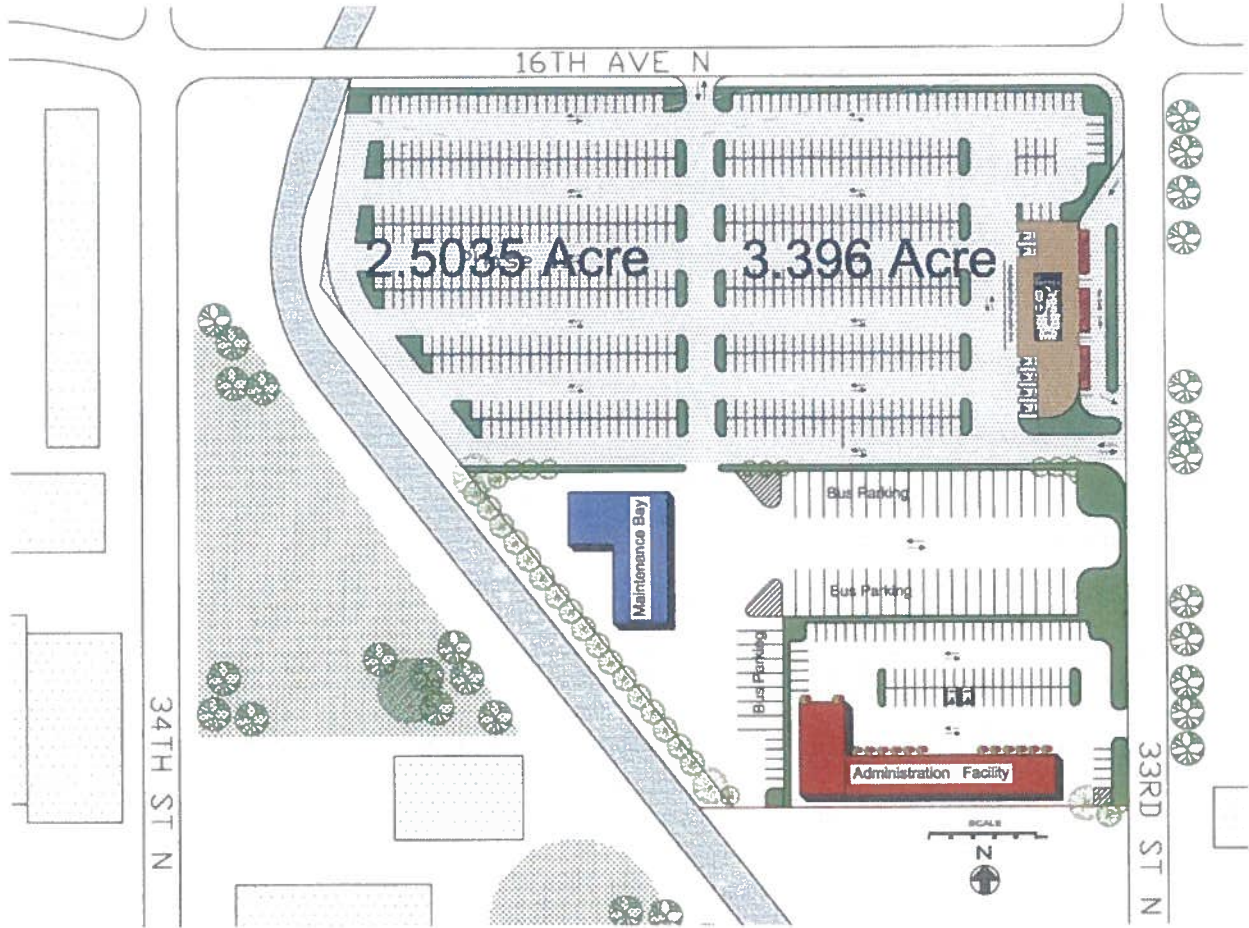


EXHIBIT B

Memorandum of Lease

CITY COMMISSION REGULAR MTG

Res 14-024

Meeting Date: 02/05/2014

Extension contract of an in-pipe system at the Lift Stations

Submitted For: Corbin Ballast, Utilities

Submitted By: Julie Morreale, Purchasing

Department: Utilities

Information

ACTION REQUEST (Brief Summary)

Approve contract extension with In-Pipe Technology. Implementation approval was made by City Commission on November 7, 2012 under Resolution No. 12-140.

BACKGROUND

This has effectively been able to comply with the sanitary sewer overflow initiative entered into by the City of Texas City with the TCEQ to reduce sewer overflows. This system is designed to eliminate odor; corrosion, oil and grease in the sewage collection system reducing stoppages and deterioration. In-Pipe Technology Company, LLC, Wheaton, Illinois, is the patent holder for the in-pipe technology solution and sole source provider.

ANALYSIS

It is my recommendation to extend the contract with In-Pipe Technology Company, LLC for a total contract price of \$170,400.00

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Res. no. 14-024

Exhibit A

RESOLUTION NO. 14-024

A RESOLUTION APPROVING A CONTRACT EXTENSION FOR IMPLEMENTATION OF AN IN-PIPE SYSTEM AT THE LIFT STATIONS WITH IN-PIPE TECHNOLOGY COMPANY, LLC, A SOLE SOURCE PROVIDER; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Purchasing Coordinator is recommending that the City extend a contract for implementation of an in-pipe system from In-Pipe Technology Company, LLC, Wheaton, Illinois, a patent holder for the in-pipe technology solution and sole source provider, for a contract price of \$170,400.00;

WHEREAS, this in-pipe technology is designed to eliminate odor, corrosion, oil and grease, in the sewage collection system and reduce stoppages and deterioration and implementation of this technology would expand the City's efforts to comply with the sanitary sewer overflow initiative entered into by the City with the Texas Commission on Environmental Quality to reduce sewer overflows; and

WHEREAS, funds are available in the Sewer Revenue Fund: Maintenance – Lift Station account.

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 and authorizes the Mayor to enter in to a contract extension with In-Pipe Technology Company, LLC, for the in-pipe technology, for the contract price of \$170,400.00, as set out on Exhibits "A" attached hereto and made a part hereof, for all intents and purposes.

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

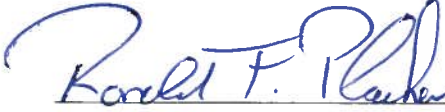
PASSED AND ADOPTED this 5th day of February, 2014.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary



Ronald F. Plackemeier
City Attorney



REAL SCIENCE. REAL RESULTS.

January 13, 2014

Calvin Bremer
City of Texas City
3901 Bay Street Ext.
Texas City, TX 77590

Re: Contract Extension

Dear Calvin;

I recently reviewed our contract with Texas City and that a year has passed since it was issued. This letter serves to confirm the continuation of In-Pipe Technology Company's services to Texas City under the terms of the signed agreement which provides for an additional year with no change to pricing or scope of services through November of 2014. I attached a copy of the signed signature pages for your reference.

If you are in agreement, please initial a copy of this letter and return to my attention.

We appreciate our business with Texas City and enjoy our working relationship with you and your staff. We also look forward to being of continued service to the City.

Please let me know if you have any questions.

Sincerely;

Jim Elliott
Vice President of Sales
In-Pipe Technology Company
725 N. Central Avenue
Wood Dale, Illinois 60191

Cc: Chase Conway – In-Pipe Texas
Bob Carlile – Independent Representative
Ginny Blake – In-Pipe Technology
Dave Crawford – In-Pipe Technology



REAL SCIENCE. REAL RESULTS.

January 13, 2014

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City of Texas City
3901 Bay Street Ext.
Texas City, TX 77590

Re: Contract Extension

Dear Calvin;

I recently reviewed our contract with Texas City and that a year has passed since it was issued. This letter serves to confirm the continuation of In-Pipe Technology Company's services to Texas City under the terms of the signed agreement which provides for an additional year with no change to pricing or scope of services through November of 2014. I attached a copy of the signed signature pages for your reference.

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Please let me know if you have any questions.

Sincerely;

Jim Elliott
Vice President of Sales
In-Pipe Technology Company
725 N. Central Avenue
Wood Dale, Illinois 60191

Cc: Chase Conway – In-Pipe Texas
Bob Carlile – Independent Representative
Ginny Blake – In-Pipe Technology
Dave Crawford – In-Pipe Technology

Acknowledged and Accepted by:

Signature: _____
Printed name: _____
Title: _____
Date: _____

CITY COMMISSION REGULAR MTG

Meeting Date: 11/07/2012

Implementation of an in-pipe system at the Lift Stations

Submitted For: Lift Stations

Submitted By: Rita Williams, Purchasing

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Approve the contract to implementation of an in-pipe system to remedy some maintenance and odor issues at the lift stations.

Funds have been made available by a budget amendment approved by City Commission on October 3, 2012 under Ordinance No. 12-39.

Appropriate funds are budgeted in the Sewer Revenue Fund: Maintenance - Lift Station.

BACKGROUND

This is an effort to comply with the sanitary sewer overflow initiative entered into by the City of Texas City with the TCEQ to reduce sewer overflows. The system is designed to eliminate odor; corrosion; oil and grease in the sewage collection system reducing stoppages and deterioration.

In addition, In-Pipe has stated that once the system is initiated; in approximately eight (8) months the City could possibly see a reduction in sludge disposal and electrical costs at the Wastewater Treatment Plant.

For over a decade In-Pipe Technology Company, LLC, in Wheaton, Illinois, has held the patent to the in-pipe technology solution.

ANALYSIS

It is my recommendation the award a contract to In-Pipe Technology Company, LLC, for the implementation of an in-pipe system at the lift stations for the total contract price of \$170,400.00.

Thank you.

ALTERNATIVES CONSIDERED

COPY

RESOLUTION NO. 12-140

A RESOLUTION APPROVING CONTRACT FOR IMPLEMENTATION OF AN IN-PIPE SYSTEM AT THE LIFT STATIONS WITH IN-PIPE TECHNOLOGY COMPANY, LLC, A SOLE SOURCE PROVIDER; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Purchasing Coordinator is recommending that the City enter into a contract for implementation of an in-pipe system from In-Pipe Technology Company, LLC, Wheaton, Illinois, a patent holder for the in-pipe technology solution and sole source provider, for a contract price of \$170,400.00;

WHEREAS, this in-pipe technology is designed to eliminate odor, corrosion, oil and grease, in the sewage collection system and reduce stoppages and deterioration and implementation of this technology would expand the City's efforts to comply with the sanitary sewer overflow initiative entered into by the City with the Texas Commission on Environmental Quality to reduce sewer overflows; and

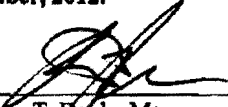
WHEREAS, funds are available in the Sewer Revenue Fund: Maintenance - Lift Station account.

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

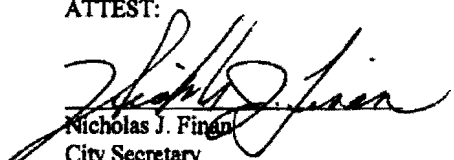
SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves and authorizes the Mayor to enter in to a contract with In-Pipe Technology Company, LLC, for the in-pipe technology, for the contract price of \$170,400.00, as set out on Exhibits "A" and "B," attached hereto and made a part hereof, for all intents and purposes.

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

PASSED AND ADOPTED this 7th day of November, 2012.


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

ATTEST:


Nicholas J. Fingar
City Secretary

APPROVED AS TO FORM:


Ronald F. Plackemeier
City Attorney



100 Bridge Street
Wheaton, IL 60187

Tel: 630.871.5844

Purchasing Quote	Proposal Number:	2012-1365R5
	Date:	October 30, 2012
	Reference:	Texas City, TX
	Availability:	4 Weeks, ARO
	Delivery:	Customer Site
	Validity:	Proposal valid for 45 Days

To:
City of Texas City
3901 Bay Street Ext.
Texas City, TX 77590
Phone: (409) 643-5961
Fax:
Email: cbremer@texas-city-tx.org
Attn: Mr. Calvin D. Bremer, Superintendent

From:
In-Pipe Technology[®] Company, Inc.
100 Bridge Street
Wheaton, IL
60187-4841
Phone: (630) 871-5844
Fax: (630) 871-0303
E-mail: jelliott@in-pipe.com
Attn: Jim Elliott, Vice President

<u>Item</u>	<u>Qty</u>	<u>Item Code #</u>	<u>Description</u>	<u>Price/month</u>
1	Month 1 - 12	IPT-CTC-1M	Implementation and startup	\$14,200

Total 12 month Price: \$170,400.00

Terms

1. Refer to attached IPTC standard Terms and Conditions.
2. Per the IPTC Standard Terms and Conditions, this agreement may be cancelled at any time with thirty (30) days written notice.
3. This agreement may be extended for an additional twelve (12) months at no increase in cost to Texas City.
4. Payments to be made out to In-Pipe Texas, LLC



5. The contract will remain in effect for twelve (12) consecutive months from the date of installation.
6. Any expansion of services or modification of the contract is subject to future negotiation.

We offer In-Pipe Technology service to improve the economics and efficiency of your collection and treatment systems.

Thank you for your consideration. We look forward to reviewing the proposal with you.

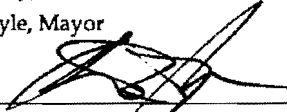
OFFERED BY:

IN-PIPE TECHNOLOGY COMPANY INC.

Jim Elliott
Vice President - Sales

ACCEPTED BY:

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

Signature: 
Name: Matt Doyle
Title: Mayor
Date: 11-7-12

Our Representative Is:

Robert Carlile
Independent Representative
IN-PIPE TECHNOLOGY
(832) 264-5596 (cell)
iptcarlile@gmail.com
PO Box 1922
Cypress, TX 77410



IN-PIPE TECHNOLOGY COMPANY, INC.
EXHIBIT A
TERMS AND CONDITIONS

1.0 ACCEPTANCE Sale of any products or services (hereafter, the "Products") by In-Pipe Technology Company, Inc. ("Seller") to Purchaser shall be subject to the terms and conditions of sale contained herein. No change in or addition to these terms shall be binding upon Seller unless specifically accepted in writing by Seller. Seller objects in advance to any additional or different terms proposed in Purchaser's order.

2.0 PRICING Prices shall be Seller's price in effect at time of shipment unless otherwise specified in Seller's written quotation. Quotations automatically expire 90 calendar days from quotation date and may be canceled at any time by written notice.

3.0 FORCE MAJEURE LIMITATION Seller shall not be liable for any loss, damage or expense resulting from delay or failure in the performance of Seller's obligations hereunder if such delay or failure is due to acts of God or the public enemy, strikes, labor troubles, fire, explosions, riots, war, governmental orders or restrictions, shortages of materials or labor, delay in transportation, theft, accidents or any other cause which is beyond Seller's reasonable control. Upon the occurrence of any such event preventing the Seller from performing all of its then outstanding contracts, the Seller shall then be entitled to perform such of its contracts as it may select and shall incur no liability to the Purchaser by reason of performing contracts other than this agreement. **IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASE IN EXPENSE OF OPERATION OF OTHER EQUIPMENT OR FACILITIES.**

4.0 DELIVERY Shipping dates are estimates only and are based on Seller's projected production schedules and commitments by suppliers. **DELAY IN SHIPMENT OR VARIANCE FROM SHIPPING SCHEDULE SHALL NOT BE CAUSE FOR CANCELLATION OR CLAIM FOR DAMAGE.** Receipt by the Purchaser of any Products or services shall constitute acceptance of delivery and waiver of any claims due to delay.

5.0 WARRANTY Supplier warrants that its labor, materials, and equipment supplied hereunder shall be free from defect and shall conform to the standards of care in effect in its industry at the time of performance of such labor, materials, and equipment for the time this contract is in effect.

5.1 Supplier's obligation is limited to repair or replacement F.O.B. Purchaser's facility when examination of any such equipment shall disclose them to Supplier's reasonable satisfaction to have been defective and Purchaser shall have promptly notified Supplier of the discovery of any such defect. Supplier will not be responsible for, work done, material or equipment furnished or repairs or alterations made by others.

5.2 For any breach hereunder, Supplier shall be liable to Purchaser for all damages (limited as stated in "Liability of Supplier") as shall be applicable under the law, except as otherwise provided in this agreement. Purchaser shall be entitled to pursue all rights and remedies available by law, except as otherwise provided in this agreement. **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.**

6.0 LIABILITY OF SELLER SELLER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE PURCHASER AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) OR FROM ANY OTHER LOSS OR CLAIM ARISING FROM THIRD PARTY PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY SELLER OR ANY OF SELLER'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES, OR BY ANY THIRD PARTY, BASED UPON, OR IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, THE NEGLIGENT ACT OR, OMISSION, OR MISCONDUCT OF SELLER'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES.

The Seller shall procure and maintain throughout the term of this Agreement, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below. Upon execution of this Agreement, the Seller shall furnish to the Purchaser certificates of insurance and any endorsement required hereunder issued by the insurance carrier evidencing compliance with the insurance requirements hereof. Certificates shall list the Seller, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. Lapse of or cancellation of insurance, however caused, shall be deemed breach of this Agreement. In the event of lapse or cancellation of any required insurance it is hereafter the specific responsibility of Seller to notify the Purchaser immediately and to immediately reinstate the lapsed or cancelled insurance or to purchase replacement insurance that meets the requirements of this Agreement. Additionally, all required insurance shall be endorsed to require that the Purchaser



be provided with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Agreement. If replacement insurance is purchased Seller is to deliver immediately to the Purchaser a replacement certificate and additional insured endorsement.

The amounts and types of insurance set forth herein are minimums as required by the Purchaser. Seller, at its sole discretion, may purchase additional limits of insurance and coverage it deems necessary or prudent to protect itself and the work or operations to be performed under this Agreement. Seller shall require that all its subcontractors, of any and all tiers, to have insurance in compliance with the requirements of this Agreement; Seller shall secure and maintain subcontractors' certificates of insurance and additional insured endorsements as proof thereof. At its discretion, at any time, the Purchaser may require an audit of the required insurance documents and Contractor shall immediately deliver to the Purchaser all subcontractors' certificates and endorsements for review by the Purchaser.

The Seller shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Worker's Compensation insurance in accordance with the laws of the State of Texas, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
2. Commercial General Liability insurance, including coverage for Products/Completed Operation, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than
 - \$2,000,000 general aggregate limit
 - \$1,000,000 each occurrence, combined single limit
 - \$1,000,000 aggregate Products, combined single limit
 - \$1,000,000 aggregate Personal Injury/Advertising Liability
3. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles, with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
4. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.
5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

The Indemnified Parties shall be added as additional insureds to all coverages required under this Agreement, except for worker's compensation insurance and professional liability insurance, using ISO form CG 2010 (07 04) or equivalent. All policies written on behalf of the Seller shall contain a waiver of subrogation in favor of the Indemnified Parties, with the exception of professional liability insurance. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the Purchaser, and without rights of contribution or recovery against the Purchaser or from any such other insurance available to the Purchaser. The Seller, and not the Purchaser, shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all of the insurance policies required of the Seller.

7.0 PAYMENTS Terms of payment are net 30 days. The lesser of the maximum legal rate or 8% per annum of interest and all costs of collection (including attorney's fees) shall be charged on past due accounts. All orders are subject to the continuing approval of Seller's credit department. If Purchaser is in default in any payment, Seller may declare all payments for work completed immediately due and payable, stop all further work until payments are brought current and/or require advance payment for future shipments. If the financial condition of the Purchaser at any time does not in the judgment of Seller justify continuance of production or shipment on the terms of payment set forth herein, Seller may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought against the Purchaser, voluntarily or involuntarily under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges.

8.0 DRAWINGS If drawings are furnished with this proposal, they are submitted only to show the general style, arrangement and approximate dimensions of the equipment and services offered. No work is to be based upon proposal drawings. It is the Purchaser's responsibility to verify that the data given on certified drawings is suitable for



applicable installation conditions. Any changes made after the order is released for manufacture will be subject to extra charges.

9.0 TITLE/RISK OF LOSS/DEFAULT Unless otherwise specified by Seller, delivery will be made F.O.B. point of shipment to Purchaser. Title to right of possession and ownership of equipment covered herein shall remain the property of the Seller. The Purchaser agrees to do all acts necessary to perfect and maintain such right and title in the Seller. In case of failure or refusal to make payments when due, then and in any such event the whole of the unpaid portion of the purchase price shall, at Seller's option, become immediately due and payable and in case of such default on Purchaser's part, Seller shall thereupon have the right to enter the premises upon which such property shall be installed and take possession of and remove the same without legal process. This equipment shall retain its character as personal property regardless of its mode of attachment. Risk of loss or damage shall pass to Purchaser on delivery to carrier.

10.0 TAXES In addition to any price specified herein, Purchaser shall pay the gross amount of any present, or future sales, use, excess, value added or other similar tax applicable to the price, sale or delivery of any Products or their use by Seller or Purchaser, or Purchaser shall furnish Seller with a tax exempt certificate acceptable to the taxing authorities.

11.0 CANCELLATION Any order placed with Seller may be cancelled by the Purchaser only upon thirty (30) days written notice. Upon delivery of such notice by the Purchaser to the Seller, the Seller shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Seller shall submit a statement showing in detail the services performed under this Agreement to the date of termination. The Purchaser shall then pay the Seller promptly that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges that have previously been made.

12.0 PROPRIETARY IPT BULK MICROBE CULTURE The Client agrees that it will use prudent attempts to ensure that no analysis will be allowed on the IPT bulk microbe culture reagents without prior written authorization by In-Pipe Technology Company, LLC. In-Pipe Technology methodology is protected by US Patents (#5,578,211 and 5,788,841 and Canada Patent # 2,272,689) owned by the company.

13.0 DISPUTE RESOLUTION Any dispute or controversy arising out of, under, or in connection with, or in relation to, this Agreement and/or any amendments thereto, or the breach thereof, which is not resolved informally by prior mutual agreement of the Purchaser and Seller, shall be submitted to non-binding arbitration, unless otherwise waived and/or modified in writing by the Parties. The cost of such arbitration shall be paid by the Purchaser and Seller equally; however, the prevailing party in the arbitration shall be entitled to reimbursement of its attorneys fees and other costs and expenses incurred in connection therewith.

If a dispute arises which is not resolved by arbitration pursuant to the above, and either party reasonably retains counsel for the purpose of enforcing any provision of this Agreement, including without limitation the institution of any action or proceeding to enforce any provision of this Agreement, or to recover damages if otherwise available hereunder, or to obtain injunctive or other relief by reason of any alleged breach of any provision of this Agreement, or for a declaration based on a demonstrated necessity of such Party's rights or obligations under this Agreement, or for any other judicial or equitable remedy, then if the matter is settled by judicial or quasi-judicial determination, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing Party for all costs and expenses incurred including, without limitation, all attorneys' fees and costs for services rendered to the prevailing Party and any attorneys' fees and costs incurred in enforcing any judgment or order entered. The prevailing Party shall be as determined by the court in the initial or any subsequent proceeding.

14.0 GENERAL The terms and conditions hereof cancel and supersede all previous understandings or agreements relating to the Products covered hereunder, written or oral, between Seller and Purchaser and contain the entire understanding of the parties hereto. No waiver, alteration, deletion or modification of or addition to any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of the Seller. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, the remainder of the terms, provisions and conditions hereof other than those which are invalid or unenforceable, shall not be affected thereby and each term, provision and condition of this order shall be valid and enforceable to the fullest extent permitted by law. This order and all rights and obligations of the parties shall be construed and interpreted under and pursuant to the laws of the State of Illinois.

MCHALE & SLAVIN, P.A.

ATTORNEYS AT LAW

U.S. & INTERNATIONAL PATENTS, TRADEMARKS, COPYRIGHTS,
RELATED LICENSING & LITIGATION

2855 PGA BOULEVARD

PALM BEACH GARDENS • FLORIDA • 33410-2910

TELEPHONE (561) 625-6575 FACSIMILIE (561) 625-6572

www.mscslaw.com

June 23rd, 2009

To Whom It May Concern:

This law firm represents In-Pipe Technology® Company, LLC. (In-Pipe) in intellectual property matters. For over a decade, In-Pipe's patented technology in the field of in-situ microbial treatment by modification of the sewer biofilm through the principle of competitive exclusion using beneficial bacteria has enabled them to maintain a definitive position in the field of municipal wastewater treatment.

In-Pipe's patent portfolio includes:

- I. United States Patent 5,578,211 originally issued to Dickerson on November 26, 1996, entitled Wastewater Gas Reduction Method, which is directed toward a method of reducing undesirable gases in a wastewater collection piping system; and
- II. United States Patent 5,788,841, originally issued to Dickerson on August 4, 1998, entitled "Method For Improving Wastewater Treatment", which is directed toward a method of treating wastewater prior to being processed within a wastewater treatment facility, wherein the wastewater is delivered to the wastewater treatment facility by a collection piping system having an interior surface, and wherein the wastewater includes a predominant waste material.

As broadly claimed, the method of the '211 patent allows IPT to preclude others from making, using or selling a method for reducing undesirable gases in a wastewater collection piping system having an interior surface, wherein the piping system includes a plurality of pumping stations for periodically moving the wastewater progressively toward a wastewater treatment facility, and wherein the wastewater includes a predominant waste material, comprising the steps of:

- 1) introducing select microbes into the piping system at a frequency corresponding to the pumping activity of the pumping stations, and in an amount proportional to the surface area of the interior surface of the piping system;
- 2) wherein the select microbes are capable of completely consuming the predominant waste material in the wastewater; and
- 3) wherein an anaerobic biomass comprising almost entirely the select microbes is formed along the interior surface of the piping system.

The claims of the '841 patent further allow In-Pipe to preclude others from making, using or selling a method for treating wastewater prior to being processed within a wastewater treatment facility, wherein the wastewater is delivered to the wastewater

treatment facility by a collection piping system having an interior surface, and wherein the wastewater includes a predominant waste material, comprising the steps of:

- 1) introducing select microbes into the piping system in an amount proportional to the surface area of the interior surface of the piping system, wherein the select microbes are capable of completely consuming the predominant waste material in the wastewater, until a biomass comprising almost entirely the select microbes is formed along the interior surface of the piping system;
- 2) monitoring the biological oxygen demand (BOD) level of the wastewater at a downstream location immediately prior to the wastewater treatment facility in comparison to a desired BOD level; and
- 3) adjusting the introduction of the select microbes into the piping system in proportion to the average downstream flowrate of the wastewater through the piping system to minimize the difference between the monitored BOD level and the desired BOD level.

In accordance with each of the claimed methods, the microbes may be introduced in an initially non-active state, may be non-pathogenic, and are capable of functioning in either an aerobic or an anaerobic manner.

Additionally, the methods may be characterized by the step of monitoring the level of nitrogen in the piping system, and carrying out adjustments of the microbes in order to maintain at least one mg/l of total nitrogen in the wastewater.

Optionally, a predetermined quantity of ozone may be introduced into the piping system at selected locations to further reduce the presence of the undesirable gases.

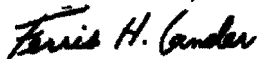
Furthermore, the introduction of the select microbes may be accomplished by a microprocessor-controlled pump, and select pumps in the sewer collection system.

In accordance with 35 USC § 271(c), the solicitation, encouragement or inducement of individuals or companies to offer to knowingly or unknowingly infringe on US Patents, is also considered an infringement of patented property.

In-Pipe's policy is to vigorously protect its intellectual property rights.

Should you have any questions related to In-Pipe's patented technology, please make such inquiries to Mr. John Williams, President & CEO of In-Pipe Technology.

Best Regards,
McHale & Slavin, P.A.



Ferris H. Lander

Meeting Date: 02/05/2014

Sale of Property

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and approve Resolution No. 14-025, authorizing sale of City property, ABST 142, Page 4PT of Lot 153 (153-01) JEMISON ADDN, commonly known as 2820 3rd Avenue South, to an independent foundation (Texas City Economic Development Corporation), in accordance with state law. (Management Services)

BACKGROUND

The city has been working with a company that is interested in developing in the Industrial Business District. The company has chosen a site that is owned by the City of Texas City. It is land south of the South of Butler Equipment that is bounded by (George has description or should be in title now). The land is ? acres (see the attachments of the survey and map of the area). The City intends to sell the property to the Texas City Economic Development Corporation, an independent foundation. Under state statutes, the city may sell property directly to an independent foundation that it wants to have developed by contract (Section 272.001(B)(4) of the Local Government Code. When dealing with the Intertek property sale in 2012, Staff had discussed this with the Attorney General's Office, Zindia Thompson, and other staff members as well as other economic development professionals in Texas familiar with the state statutes on sale of City property and economic development. All agreed with the process. While there is not a definition of "independent foundation" in the state statutes, Ms. Thompson stated that the Economic Development Corporation, by its incorporation under the state statutes, is an independent foundation by definition. Attached is the outline of the agreement on the requirements of the development of the land and the amount of property to be sold. This sale would fulfill the plan outlined for the area zoned IBD. The City Attorney has reviewed and is in agreement with the process and the additional steps taken to be open to the public with the sale. This property was provided to the City at no cost through an agreement with the other taxing entities through our Property In Trust agreement, so money will be exchanged with the Texas Economic Development Corporation from the City of Texas City.

Should City Commission approve, the Texas City Economic Development Corporation will take action to fulfill the agreement by entering into an agreement with the company to develop the property.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

CAD

Map

Map 2

RESOLUTION NO. 14-025

A RESOLUTION APPROVING THE SALE OF CITY PROPERTY TO AN INDEPENDENT FOUNDATION (TEXAS ECONOMIC DEVELOPMENT CORPORATION) IN ACCORDANCE WITH STATE LAW; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City owns approximately 1.41-acre tract of land south of Hunter Equipment and legally described as ABST 142 PAGE 4 PT OF LOT 153 (153-1) JEMISON ADDN;

WHEREAS, under State law statutes, the City may sell property directly to an independent foundation that it wants to have developed by contract (Section 272.001(B)(4) of the Local Government Code;

WHEREAS, The City intends to sell the property to the Texas City Economic Development Corporation which is an independent foundation;

WHEREAS, the Texas City Economic Development Corporation will enter into an agreement with a third party to develop the property; and

WHEREAS, the sale would fulfill a plan outlined for the area zoned Industrial Buffer District (IBD)

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 sale of the property to the Texas City Economic Development Corporation.

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

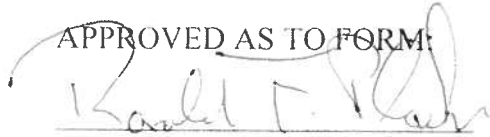
PASSED AND ADOPTED this 5th day of February, 2014.

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

ATTEST:

Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:



Ronald F. Plackemeier
City Attorney



Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277-47
Data on this Web site represents Certified 2012 Information

Property Detail Sheet (R187363)

- Home
- General Information
- News
- FAQ
- Searches

- [History](#)
- [Plat Map](#)
- [GIS Map](#)

[Datasheet](#)

[Protest](#)

March 1 2005 TAX SALES

- Property ID Search
- Account Search
- Owner Search
- Address Search

Owner Information

Owner ID: O418611
 Owner Name: CITY-TEXAS CITY TR
 Owner Address: PO BOX 2608
 TEXAS CITY, TX 77592
 Property Address: 2820 3RD AVE S
 TEXAS CITY, TX 77590

Property Data

- Detail Sheet
- History
- Datasheet

Parcel Information

Legal Description: ABST 142 PAGE 4 PT OF LOT 153 (153-1) JEMISON ADDN
 Neighborhood: 808-WB(808-WB - Commercial)
 Acreage: 1.41
 Cross Reference: 4240-0000-0153-001
 Undivided Interest: 100%

Other

- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- ONLINE Protest Info
- New Homestead Info
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Legislative Updates
- Forms
- GIS Map Viewer
- County Tax Office
- GIS Shape Files
- PDF Map Index
- NBHD Map Index
- 3D Aerial Photos
- Links

Exemption Codes:

Entity Codes: EX (Exempt Property)
 GGA (Galveston County)
 J05 (Mainland College)
 S18 (Texas City Isd)
 C31 (Texas City)
 RFL (Co Road & Flood)

Deed Type: Sheriff's Deed
 Deed Book:
 Deed Page: 2005016376
 Map Page: 261-B

Values Breakdown

2012 Value
 Land HS: \$0 +
 Land NHS: \$34,220 +
 Improvement HS: \$0 +
 Improvement NHS: \$15,570 +
 Ag Market: \$0
 Ag Use: \$0 +
 Timber Market: \$0
 Timber Use: \$0 +
 Assessed: \$49,790

*DUNNO
409
457-6891*

*183,790
\$77,526.99*

134,000

Improvements

ID	Type	SPTB	Seg:	Value
<u>Imp1</u>	C (Commercial)	F9 (Exempt Commercial)	1	\$ 15,570

Land

ID	Type	SPTB	Acre	Market
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Google earth



