

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JUNE 7, 2017 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

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

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) PROCLAMATIONS AND PRESENTATIONS
 - (a) Police Department Promotions

Clayton A. Pope to Lieutenant
Bradley Macik to Sergeant
David Heckard to Sergeant
 - (b) Certificate of Appreciation - Connie Bradley
- (5) REPORTS
 - (a) Athletic Division (Recreation and Tourism)
 - (b) Water/Wastewater Collections (Customer Service)
- (6) PUBLIC HEARING
 - (a) Public Hearing: Al Gallo requests to rezone from "A" (Single Family Residential) to "E-4" (Commercial Warehouse) to construct a boat and RV storage facility. Being a 4.99 acre tract out of the W.K. Wilson Survey. Located at 9702 Monticello.
- (7) PRELIMINARY ZONING APPROVAL
 - (a) Al Gallo requests to rezone property from "A" (Single Family Residential) to "E-4" (Commercial Warehouse) to construct a boat and RV storage facility.
- (8) CONSENT AGENDA

- (a) Approve City Commission Minutes for May 17, 2017 meeting. (City Secretary)
 - (b) Consider and take action on Resolution No. 17-039, approving an Interlocal Agreement with the Harris County Department of Education that will allow the City of Texas City to participate and to become a member with Choice Partners Cooperative Interlocal Agreement and a contract vendor. (Purchasing)
 - (c) Consider and take action on Resolution No. 17-040, awarding Bid # 2017-029 Gasoline and Diesel Annual Contract. (Public Works)
 - (d) Consider and take action on Resolution No. 17-041, amending Resolution No. 17-002 to adopt additional tax abatement guidelines and criteria in accordance with Chapter 312 of the Texas Tax Code. (Management Services)
- (9) REGULAR ITEMS
 - (10) PUBLIC COMMENTS
 - (11) MAYOR'S COMMENTS
 - (12) 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 FRIDAY, JUNE 2, 2017, AT 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

/S/ James Hartshorn
JAMES HARTSHORN
CITY SECRETARY

CITY COMMISSION REGULAR MTG

4. (a.

Meeting Date: 06/07/2017

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

4. (b.

Meeting Date: 06/07/2017

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

5. (a.

Meeting Date: 06/07/2017

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

5. (b.

Meeting Date: 06/07/2017

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

6. (a.

Meeting Date: 06/07/2017

Rezoning Public Hearing for Al Gallo

Submitted For: Jean Vincent, Transportation and Planning

Submitted By: Jean Vincent, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Public Hearing: Al Gallo requests to rezone from "A" (Single Family Residential) to "E-4" (Commercial Warehouse) to construct a boat and RV storage facility. Being a 4.99 acre tract out of the W.K. Wilson Survey. Located at 9702 Monticello.

BACKGROUND

This rezoning request went before the Zoning Commission on May 16, 2017 during a Public Hearing. There was no opposition to the rezoning request and after hearing all pertinent information the Zoning Commission voted unanimously to recommend approval.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Current zoning

Info_exhibits

Current Zoning

Del Papa

Subject

Single Family Res.

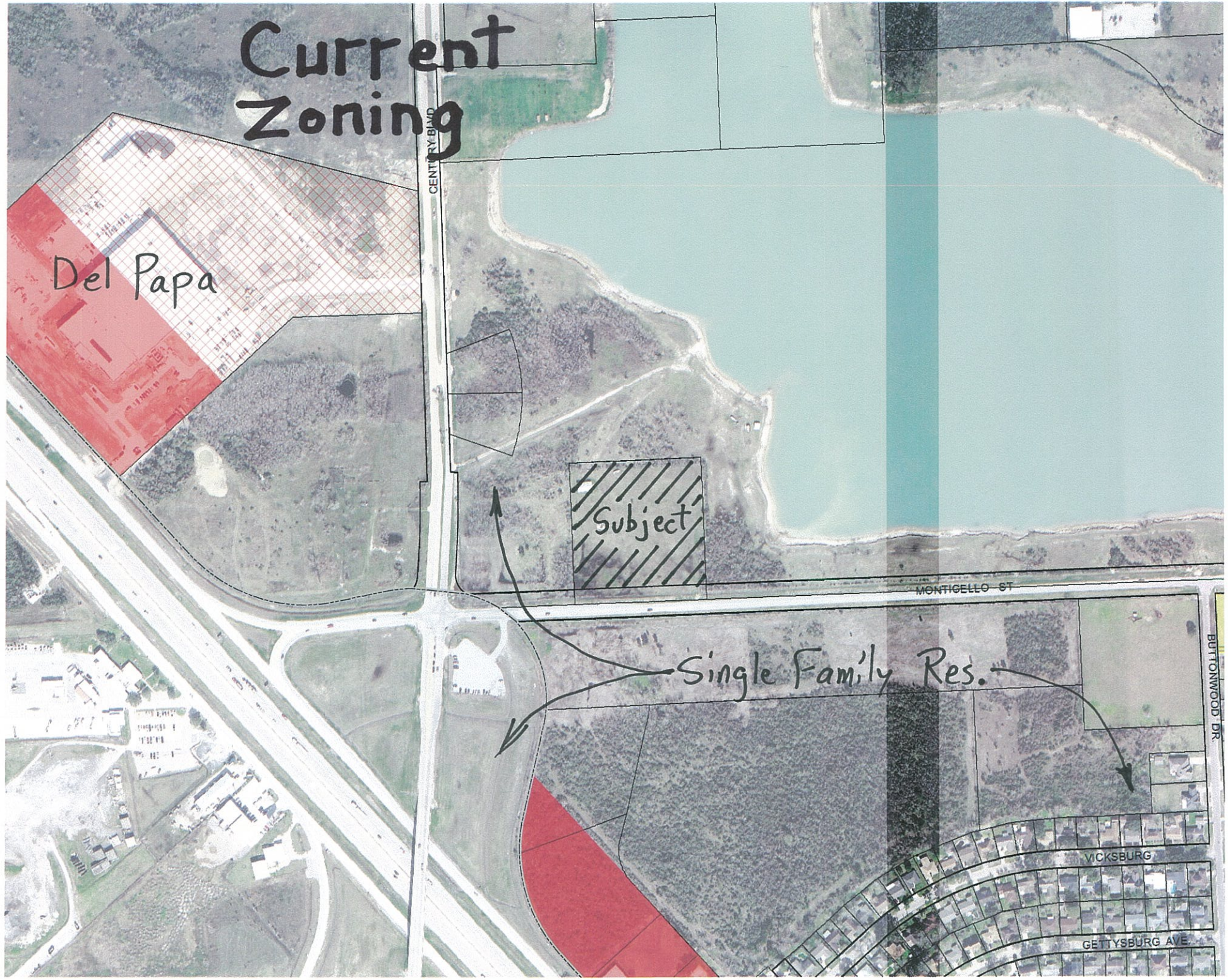
CENTURY BLVD

MONTICELLO ST

BUTTONWOOD DR

VICKSBURG

GETTYSBURG AVE



ZONING COMMISSION MINUTES

May 16, 2017

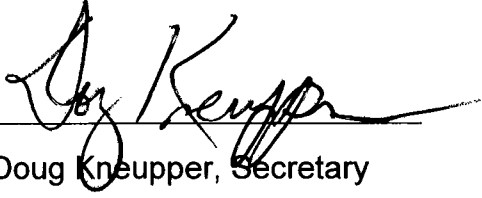
The Zoning Commission for the City of Texas City met in a regularly scheduled meeting and Public Hearing on Tuesday, May 16, 2017 at 5:15 p.m. Commission members present were: Chairman, Perry O'Brien, Bert Dahl, and Gary Potter. Staff members present were Doug Kneupper and Todd Sukup. Citizens present were: Al Gallo and Henry Gomez.

Chairman O'Brien then addressed those in attendance and explained the procedures for the Public Hearing.

Approval of Minutes: The minutes from the August 16, 2016 meeting were approved with **on a motion by Gary Potter/Bert Dahl. All members present voted aye.**

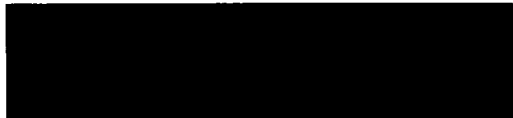
ITEM NO. 1 Al Gallo requests to rezone from "A" (Single Family Residential) to "E-4" (Commercial Warehouse) to construct a boat and RV storage facility. Being a 4.99 acre tract out of the W.K. Wilson Survey. Located at 9702 Monticello Drive. Mr. Sukup, Building Official, addressed the Commission and stated that Mr. Gallo, the owner intends to construct an indoor boat and RV storage facility at this location. This property was previously and successfully rezoned for this use; however, the applicant failed to obtain permits within the one year stipulated time and the property reverted back to "A" (Single Family Residential). No significant changes in developments have occurred in the area nor any Land Use Plan changes since the previous rezoning approval. Approval tonight and subsequent approval by the City Commission would allow for limited warehousing and storage within an enclosed building. The current renderings presented by the applicant indicate a chain link fence but solid screening will be required. Access from Monticello and the close proximity to the freeway provide good vehicle circulation. Based on the surrounding land uses, development and zoning along with the availability of utilities to the site, city Staff has no objection to the rezoning request. The applicant provided current renderings for the members to review. There were no questions for the staff and **a motion was made by Bert Dahl/Gary Potter to open the Public Hearing.** Chairman O'Brien asked if there was anyone in attendance who was opposed to the request. Mr. Gallo, the applicant, then stated it was his intent to rezone the property to "E-4" (Commercial Warehouse). He also stated he had obtained SBA financing and along with his partners was ready to begin the development. Chairman O'Brien asked when he was hoping to start the development. Mr. Gallo stated that once the revisions were made per the City requirements, he would go forward with the drawings and application for building permit. Mr. O'Brien asked if it would be within the year time limit and Mr. Gallo stated it would. There was some discussion about the detention pond for drainage and Mr. Kneupper elaborated on the requirements. There were no further questions for the applicant and **a motion was made by Gary Potter/Bert Dahl to close the Public Hearing. All members voted aye.** There was no further discussion and **a motion was made by Gary Potter/Bert Dahl to approve the rezoning request. All members present voted aye.**

There was no further business to discuss and a motion was made by Bert Dahl/ Gary Potter to adjourn. All members present voted aye.



Doug Kneupper, Secretary

Perry O'Brien, Chairman



Memo

To: Zoning Commission
From: Todd Sukup, Chief Building Official/ Planning Coordinator
CC:
Date: 5/1/2017
Re: Commercial Warehouse Zoning, 9702 Monticello

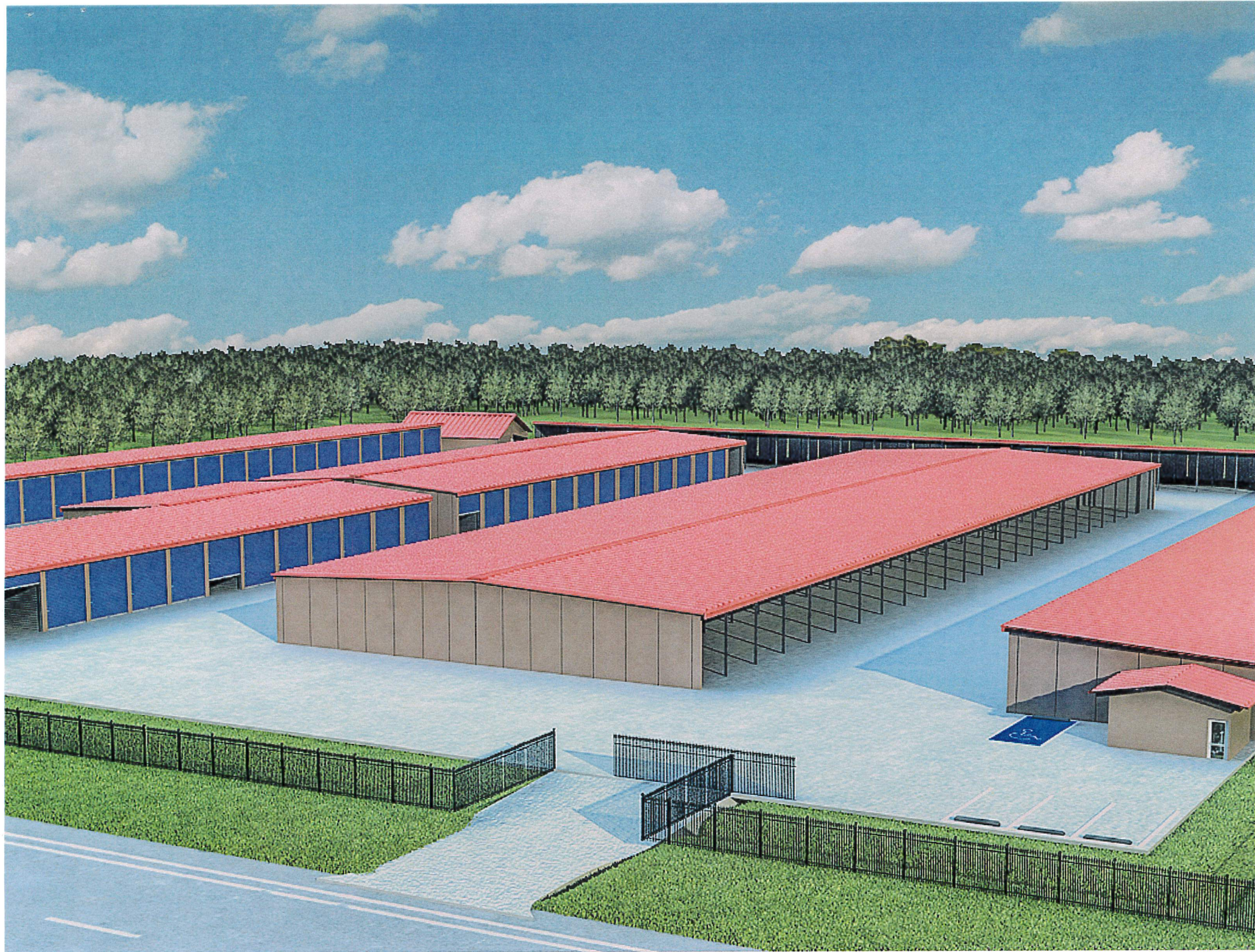
Background: Al Gallo owns 5 acres of undeveloped property on Monticello just east of Century Blvd. These developers intend to construct an indoor boat and RV storage facility. To be able to utilize the property in this manner, a zone change is needed from the current Single-Family Residential to Commercial Warehouse (E-4). The applicant previously applied for a zone change for this property which was unanimously approved by the zoning commission. The applicant failed to obtain permits and begin construction within a year of the zone change. The property subsequently reverted back to Single-Family Residential.

As indicated on the attached zoning map, all of the surrounding properties are zoned single-family residential. However, there are General Business and Commercial Warehouse uses in the vicinity in addition to multi-family residential.

The Land Use Plan supports the intended zoning and use. There are Activity Corridor areas shown along the Gulf Freeway and Century Blvd. Within this category, higher intensity commercial, outdoor display and warehousing land uses are supported.

Analysis / Recommendation: If approved, the Commercial Warehouse zoning would accommodate limited warehousing and storage of goods and materials. The land area and buildings are to be limited in size, and all warehousing is to be completely within an enclosed building. Screening will be required for the part of this project that is adjacent to residential. City water services are available to the site. Access from Monticello and the proximity to the Gulf Freeway provide good vehicle circulation for this location.

Based on the surrounding land uses, development and zoning, the ability to provide adequate city water and fire protection, city staff has no objection to the rezoning request.



CITY COMMISSION REGULAR MTG

7. (a.

Meeting Date: 06/07/2017

Rezoning of Property for Al Gallo

Submitted For: Jean Vincent, Transportation and Planning

Submitted By: Jean Vincent, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Al Gallo requests to rezone property from "A" (Single Family Residential) to "E-4" (Commercial Warehouse) to construct a boat and RV storage facility. This rezoning request is now ready for action by the City Commission.

BACKGROUND

This request was unanimously recommended for approval after a Public Hearing held on May 16 2017 before the Zoning Commission. There was no opposition to the rezoning request.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

8. (a.

Meeting Date: 06/07/2017

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for May 17, 2017 meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

05-17-2017 CC Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, May 17, 2017– 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, May 17, 2017, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Matthew T. Doyle.

1. ROLL CALL

Present: Matthew T. Doyle, Mayor
Phil Roberts, Mayor Pro Tem
Bruce Clawson, Commissioner At Large
Dee Ann Haney, Commissioner At Large
Thelma Bowie, Commissioner District 1
Dorthea Jones, Commissioner District 3
Jami Clark, Commissioner District 4

2. INVOCATION was lead by Reverend Jerry Lee of the Bell Zion Baptist Church.

3. PLEDGE OF ALLEGIANCE was lead by Commissioner Jones.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

Leonora Mata	Parks & Recreation	05/17/2012	05 years
Cindy Sunday	Sanitation	05/14/2007	10 years
Nicole Best	Parks & Recreation	05/14/2007	10 years
Larry Boyle	Bayou Golf	05/04/2007	10 years
Terrell Rhone	Police	05/22/2002	15 years
Michael Stump	Sanitation	05/06/2002	15 years

Retirement

Paul Edinburgh Police 24 Years of Service

b. Motorcycle Awareness Safety Proclamation

Mayor Doyle read the proclamation which urges drivers to watch out for motorcycles while driving.

5. REPORTS

a. Certificate for participation in the "It's Time Community Challenge"

Kathy Barroso, CEO of the Galveston County Health District, said that Texas City came in third place in the challenge in the category of mid size cities. She added that Texas City accumulated 1.1 million points.

6. PUBLIC HEARING

- a. Public hearing to receive public comments on the designation of a new reinvestment zone in the City of Texas City to be known as the "Texas City Gulf Coast Reinvestment Zone No. 1" for purposes of commercial-industrial tax abatement pursuant to Section 312.201(d) of the Texas Tax Code.

Nick Finan, Director of Management Services, stated that this Tax Reinvestment Zone (to be called Texas City Gulf Coast Reinvestment Zone 1) will be in the Industrial Complex near the docks. This will allow the City to offer certain incentives such as tax abatements, etc. to companies locating within the tax reinvestment zone. This land is prime industrial land that has no facilities on it and has potential for a new company to come in and lease or buy the within the zone.

Motion by Commissioner At Large Dee Ann Haney, Seconded by Mayor Pro Tem Phil Roberts to close the public hearing.

Vote: 7 - 0 CARRIED

7. CONSENT AGENDA

- a. Approve City Commission Minutes for May 3, 2017 meeting. (City Secretary)
- b. Consider and take action on Resolution No. 17-035, approving and awarding BID # 2017-027 Emergency Pharmaceuticals, Medical Supplies and Equipment Annual Contract. (Purchasing)

It was the recommendation of Captain Wendell Wiley, EMS Administrator, to award BID# 2017-027 Emergency Pharmaceuticals, Medical Supplies and Equipment Annual Contract for the unit prices bid, and that the Mayor is authorized to execute a contract (s) on behalf of the City Commission.

- c. Consider and take action on Resolution No. 17-036, authorizing an application to TxDOT for Pedestrian and Bicycle Trail funding. (Planning)

TxDOT is seeking applications for projects under a Transportation Alternatives Set-Aside program. This particular program is looking for sidewalks, trails, shared-use paths, and other "alternative" type projects. Staff and Goodman Corporation have identified two projects that we feel are good candidates for this particular funding category; 1) extending an off-street trail along Bay Street, and 2) enlarging an existing trail at the north side of Bay Street Park.

The combined total project costs for both projects is estimated to be \$394,000, and Goodman Corporation recommending the City commit to a local match of \$82,631.

- d. Consider and take action on Resolution No. 17-037, approving and awarding the annual contract for BID # 2017-028 Oils and Lubricants. (Public Works)

It was the recommendation of the Public Works Department to award the annual contract for bid # 2017-028 Oils and Lubricants, to RelaDyne LLC. for the unit prices bid, and that the Mayor is authorized to execute a contract on behalf of the City Commission.

- e. Consider and take action on Resolution No. 17-038, approving the rejection of the Request for Qualifications 2017- 337 PNRDA for Bay Street Development. (Management Services)

Motion by Commissioner At Large Dee Ann Haney, Seconded by Commissioner At Large Bruce Clawson to approve Consent Agenda.

Vote: 7 - 0 CARRIED

8. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 17-016, designating a reinvestment zone to be known as the "Texas City Gulf Coast Reinvestment Zone No. 1" for purposes of commercial-industrial tax abatement and making certain findings of fact in accordance with Section 312.201 of the Texas Tax Code. (Management Services)

Nick Finan, Director of Management Services, stated that as described in the Public Hearing, this ordinance would create a Tax Reinvestment Zone after City Commission has made certain findings that the property is eligible and suitable for a Tax Reinvestment Zone in accordance with Section 312.201 of the Texas Tax Code.

Motion by Commissioner At Large Bruce Clawson, Seconded by Commissioner At Large Dee Ann Haney to approve Ordinance 17-16.

Vote: 7 - 0 CARRIED

- b. Consider and take action on Ordinance No. 17-17, to amend the City of Texas City's fiscal year 2016-17 Budget to appropriate funds for the Bay Street and Dike Road Water Line Replacement Project. (Finance)

Laura Boyd, Finance Director, stated that this was authorized by Resolution No. 17-027. They are moving forward now and need approval. She said City staff went out for qualifications recognizing the land at the intersection of Dike Road and Bay Street (southeast corner) could be utilized as a vacation RV Park and Commercial center that could be attractive and a destination for the City. This project would provide water service to the site.

Motion by Commissioner At Large Dee Ann Haney, Seconded by Commissioner District 4 Jami Clark to approve Ordinance 17-17.

Vote: 7 - 0 CARRIED

9. STAFF COMMENTS

Nick Finan, Executive Director of Management Services, stated that a rare exception had been made by the U.S Post Office, allowing for every residence within the limits of the City to list "Texas City" on their address regardless of the zip code.

David Zacherl, Fire Chief, stated the Fire Fighter Games would be this Saturday and Sunday.

Dennis Harris, Recreation and Tourism Director, stated that the pool was open.

10. MAYOR'S COMMENTS

11. COMMISSIONERS' COMMENTS

Commissioner Roberts was pleased that the United Way could help with the Firefighter Games.

Commissioner Haney noted the mural at the dike looks nice.

Commissioner Clawson stated that he liked his Firefighter Games t-shirt.

Commissioner Clark stated her husband was excited to be a judge at the cook off.

ADJOURNMENT

Having no further business, Commissioner Haney made a MOTION to ADJOURN at 5:30p.m.; the motion was SECONDED by Commissioner Jones. All present voted AYE. MOTION CARRIED.

MATTHEW T. DOYLE, MAYOR

ATTEST:

James Hartshorn, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

8. (b.

Meeting Date: 06/07/2017

Interlocal Agreement Harris County Department of Education

Submitted For: Debbie Gurka, Administration

Submitted By: Debbie Gurka,
Administration

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 17-039, approving an Interlocal Agreement with the Harris County Department of Education that will allow the City of Texas City to participate and to become a member with Choice Partners Cooperative Interlocal Agreement and a Contract Vendor List is attached for your review. (Purchasing)

BACKGROUND

Choice Partners was created by the merger of three Harris County Department of Education procurement cooperatives, Choice Facility Partners, Gulf Coast Food Co-op and HCDE Purchasing Cooperative. Choice Partners is a national cooperative purchasing service with legally procured contracts. Using these contracts streamlines purchasing, saving time and money for municipalities, counties, etc. Choice Partners has contracts for vendors and items that are not available through other cooperatives such as facilities services, technology cloud services, etc.

ANALYSIS

It is my recommendation to enter into an Interlocal Agreement with the Harris County Department of Education to participate with the Choice Partners Cooperative.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution No. 17-039 Interlocal Agreement with Harris County Dept. of Education

Interlocal Agreement

Contract Vendor List

RESOLUTION NO. 17-039

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE HARRIS COUNTY DEPARTMENT OF EDUCATION THAT WILL ALLOW THE CITY OF TEXAS CITY TO PARTICIPATE AND TO BECOME A MEMBER WITH CHOICE PARTNERS COOPERATIVE INTERLOCAL AGREEMENT AND A CONTRACT VENDOR; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Choice Partners was created by the merger of three Harris County Department of Education procurement cooperatives, Choice Facility Partners, Gulf Coast Food Co-op and Harris County Department of Education Purchasing Cooperative; and

WHEREAS, Choice Partners is a national cooperative purchasing service with legally procured contracts; and

WHEREAS, using these contracts streamlines purchasing and saves time and money for municipalities and counties; and

WHEREAS, Choice Partners has contracts for vendors and items that are not available through other cooperatives such as facilities services and technology cloud services; and,

WHEREAS, it is the recommendation of the Purchasing Department to enter into an Interlocal Agreement with the Harris County Department of Education to participate with the Choice Partners Cooperative.

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 entering into an Interlocal Agreement with the Harris County Department of Education that will allow the City of Texas City to participate and to become a member with Choice Partners Cooperative Interlocal Agreement and a contract vendor.

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 June, 2017.

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

ATTEST:

APPROVED AS TO FORM:

James Hartshorn
City Secretary

Ronald F. Plackemeier
City Attorney

Interlocal Agreement
between Harris County Department of Education
& _____

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and _____, a local governmental entity and/or political subdivision (“LGE”), located in _____ (city), _____ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

_____ (“LGE”)
Attn: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.

16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

James Colbert, Jr.

Printed Name

County School Superintendent

Title

Date

Date

Type of Local Governmental Entity (*select one*):

- School District Charter School
- County City/Municipality
- University College
- State Entity
- Governmental entity/other: _____



AWARDED CONTRACTS

APRIL 2017

CP CHOICE PARTNERS
The Right Resources. Right Now.

Division of Harris County Department of Education. New contracts are awarded frequently.
www.ChoicePartners.org

ACADEMIC PROGRAMS FOR QZAB PROJECTS

TStudentmest, Inc.
Action Potential Learning, LLC
Appleton Learning Corporation
Cengage Learning, Inc.
Education Galaxy, LLC
Gamesalad, Inc.
KAMICO Instructional Media, Inc.
McGraw-Hill School Education, LLC
Neuhaus Education Center
Sirius Education Solutions

AFFORDABLE CARE ACT (ACA)

AUDITING/REPORTING SERVICES

Businessolver Inc.
Eligibility Tracking Calculators LLC
U.S. Employee Benefits Services Group

APPLIED TECHNOLOGY LAB

Creative Learning Systems

ART & ARTWORK

Art + Artisans Consulting*

ART SUPPLIES

Alamo Classroom Solutions
Blick Art Materials
Butler Business Products LLC*
Commercial Art Supply
Discount Supply
Liberty Office Products
Nasco
Pyramid School Products
S&S Worldwide Inc.
School Specialty Inc.
Standard Stationery Supply Co.

ATHLETIC SUPPLIES

BSN Sports
Custom Sportswear Inc.
Educator's Depot Inc.
GetPoms.com
Gopher Sport
Gulf Coast Athletic Supply
North Houston Athletics LLC
Pyramid School Products
Richey Athletics
S&S Worldwide Inc.
School Specialty Inc.
Sideline Interactive LLC
Sign Solutions Inc.
Soccer 4 All Inc.
Soccer Innovations
Swim Shops of the Southwest
US Games

ATHLETIC SURFACES (JOC-IDIQ)

Dynamic Sports Construction, Inc.
Fisher Tracks, Inc.
Hellas Construction Inc.
Jelco
PTI Sports & Recreation Construction
Soil Express

AUDIO VISUAL EQUIPMENT

Aves Audio Visual Systems Inc.
Conference Technologies Inc.
iTech Solutions*
Summit Integration Systems
Troxell Communications Inc.

AUTOMOTIVE EQUIPMENT, TIRE &

TIRE REPAIR SUPPLIES

A to Z Tire & Battery Inc.
All Tire Supply Co.*
Texas Pride Marketing

AWARD JACKETS, SCREEN PRINTING & EMBROIDERY

Balfour Co.
Butler Business Products LLC*
Corporate Incentives*
DBS Texas
J. Harding & Co.
Marketing Magic International LTD*

BATTERIES & LIGHT BULBS

Batteries + Bulbs

BOXES, PACKAGING SUPPLIES &

FREIGHT SERVICES

Cardinal Delivery Service LLC
Vertitiv Operating Co.

BUILDING CLEANING, EXTERIOR

Americlean
Hardy & Hardy*
Mid-Continental Restoration Co. Inc.

BUILDING CONTROLS

Automated Logic
Digital Air Control Inc.
Unify Energy Solutions LLC

BUILDING SUPPLIES

McCoy's Building Supply

BUS ARM VIOLATION

DETECTION SYSTEM

American Traffic Solutions
Redflex Guardian Inc.
Texserve

BUS PARTS & SUPPLIES

Creative Bus Sales

BUS SERVICE (CHARTER)

AFC Transportation
Goodman Bus*

CABLING (JOC-IDIQ)

Interfacing Co. of Texas
Pfeiffer & Son

CARPET CLEANING & RELATED ITEMS

Corporate Care
Hospitality Cleaning Solutions*
The King's Southern Division LLC

CHEMICAL SUPPLIES

Ecolab, Inc.
Hygeia Enviro-Clean
Magnus Procurement & Logistics Solutions
NAO Global Health, LLC*
Pallock Paper Distributors
Winfield Solutions, LLC

CLASSROOM TEACHING SUPPLIES

Butler Business Products LLC*
DGS Educational Products
Liberty Office Products
Pyramid School Products
S&S World Wide, Inc.
School Specialty
Standard Stationery Supply Company

COMPUTER MEMORY

Silicon Mountain Memory

CONSTRUCTION PHOTOGRAPHIC

DOCUMENTATION SERVICE

Delta-T Digital Archiving
Multivista

CONSTRUCTION-IDIQ (JOC-IDIQ)

Adept Facilities & Design*
AggieLand Construction, LLC
Alpha Building Corp.*
BaseLine Paving & Construction Inc.*
Basic IDIQ
Brown & Root Industrial Services
Construction Masters of Houston
Carestone Construction Services
E Contractors USA*
EcoXstream, LLC
Edu-Source Corporation
ERC
Facilities Sources*
Falkenberg Construction Co. Inc.*
Generacity Services, Inc.
Horizon International Group LLC*
LMC*
Millennium Project Solutions Inc.*
Mitchell Contracting*
Nash Industries, Inc.
P2MG*
Panhandle Steel Buildings Inc.*
Quad-Tex Construction, Inc.*
Radius Design Works, LLC
Ratliff Group
Servpro (Spring/Tomball)
SETEX Construction
The Thomas Group*

CONSTRUCTION-IDIQ (JOC-IDIQ)

(Continued)
Tommy Klein Construction*
TSG LLC*
Vaughn Construction
Westco Ventures*

COPIERS / DIGITAL DUPLICATORS

Dahill
Marimon Business Systems*
Office Systems of Texas
Pinnacle Office Group*
Zeno Imaging

COSMETOLOGY PRODUCTS

The Burmax Co.

CROWD CONTROL EQUIPMENT

Visiontron Corp.

CTE/VOCATIONAL TEACHING AIDS

Cengage Learning
Education Associates Inc.
Henry Schein Inc.

DIGITAL IMAGING & ARCHIVING

Databank IMX
The Windward Group LLC

DISASTER MITIGATION

Blackmon Mooring/BMS CAT
Facilities Sources*
Gerloff Co. Inc.
Mooring Recovery Services
Power Vac America Inc.
SERVPRO Spring/Tomball
SERVPRO Woodlands/Conroe*
Texas General Contractors Inc.

DISASTER RECOVERY CONSULTANTS

Adjusters International Inc.

DOCUMENT MANAGEMENT

ImageNet Office Systems

DOOR HARDWARE SUPPLIES

Acme Architectural Hardware
Zed Security LLC

DOORS, WINDOWS & HARDWARE (JOC-IDIQ)

ERC
LMC*
Miracle Method Mid-Cities
SpecPro Inc.

DRUG TESTING SERVICES

Forward Edge Inc*
Pinnacle Medical Management

EARLY CHILDHOOD SUPPLIES

Becker's School Supplies
Battelle Publishing Group LLC
Complete Book & Media Supply Inc.*
Constructive Playthings
Express Booksellers LLC
Kaplan Early Learning Co.

(Continued on next page)

* HUB/MWBE

EARLY CHILDHOOD SUPPLIES

(Continued)

Learning Resources
 Music in Motion Inc.
 National Education Systems
 S&S Worldwide Inc.
 School Health Corp.*
 Therapro Inc.
 US Games
 Wood Etc. Co.

EDUCATIONAL MATERIALS

3P Learning*
 AbleNet Inc.
 Accelerate Learning
 Achieve3000
 Adventures in Learning
 B.E. Publishing
 Carnegie Learning Inc.
 Cengage Learning
 Curriculum Associates
 Delaney Educational Enterprises
 Discount School Supply
 DLB Educational Corp.
 DrumFit Inc.
 Dynastudy Inc.*
 EAI Education
 Education Plus
 Educator's Depot Inc.
 eInstruction
 Escue & Associates
 Frog Street Press
 Hands-On Tasks Inc.
 Harrison & Co.*
 Inter-state Studio & Publishing
 Istation
 JADE Distributing*
 Jarrett Publishing Co.
 Karnico Instructional Media Inc.*
 Kaplan Early Learning Co.
 Keystone Books & Media
 Lab Resources Inc.*
 Lakeshore Learning Materials
 Learning Zone
 Lectorum Publications Inc.*
 LEGO Education
 Lerner Publishing
 Lightspeed Technologies
 McGraw-Hill Education
 Mentoring Minds LP
 New Readers Press
 Northwest Evaluation Association
 Peggy McGuire
 Peoples Education
 Pitco Education
 Positive Promotions
 Primary Concepts
 Rally! Education
 Saddleback Educational Publishing Inc.*
 Scholastic Classroom & Community Div.
 Scholastic Library Publishing Inc.
 School Specialty Inc.
 Steps To Literacy
 Teacher Heaven Inc.*
 Teaching Systems Inc.
 Texas Teacher Supply*

EDUCATIONAL MATERIALS

(Continued)

Triumph Learning
 Troxell Communications Inc.
 Unity Education Resources
EDUCATIONAL/INSTRUCTIONAL SOFTWARE
 3P Learning Inc.*
 Attainment Co. Inc.*
 Brain Hurricane/Wowzers*
 Carnegie Learning Inc.
 Dynastudy*
 Istation
 Lakeshore Learning Materials
 Neufeld Learning Systems Inc.
 Pitco Inc.
 Rosetta Stone Ltd.
 The Princeton Review
ELECTRIC VEHICLE CHARGING STATIONS (JOC-IDIQ)
 ABM Building Services Inc.
ELECTRICAL CONTRACTOR SERVICES (JOC-IDIQ)
 Climatec Inc. (formerly Open Tech)
 LMC Corp.*
 Millennium Project Solutions Inc.*
 Trio Electric
ELECTRICAL SUPPLIES
 Crawford Electric Supply Co.
ELEVATOR SERVICE (JOC-IDIQ)
 EMR Elevator Inc.
EMAIL & WEB HOSTING
 Gaggle.Net Inc.*
EMERGENCY MESSAGING & BULLYING REPORTING SYSTEMS
 K12 Alerts
ENERGY CONSULTING
 Amerex Energy Services
ENERGY MANAGEMENT & CONSERVATION (ESCO)
 Ameresco Inc.
 Siemens Industry Inc.
ENERGY PURCHASE
 Reliant Energy
 TXU Energy
E-READERS & E-BOOKS
 Barnes & Noble Booksellers
EVENT RENTALS AND RELATED GOODS & SERVICES
 Sky High Party Rentals, LLC
 Southern Sound & Lighting
FENCING SERVICES (JOC-IDIQ)
 Acme Fence Services Inc.*
FINANCIAL SOFTWARE
 ActPoint KPI (TransACT!)
FIRE, SAFETY, SECURITY, SURVEILLANCE EQUIPMENT & SERVICES - does not include installation
 Angel Trax
 Bass Computers Inc.
 CLS Technology Inc.*
 GTS Technology Solutions, Inc.*
 Knight Security Systems
 LVC Technologies LLC
 Quality Security Systems*

FIRE, SAFETY, SECURITY & SURVEILLANCE EQUIPMENT/ SERVICES (JOC-IDIQ)

All Campus Security
 Digital Air Control Inc.
 DukeSys*
 Guardian Security Solutions LLC
 Lensec
 LVC Technologies LLC
 PSX Inc.
 Quality Security Systems*
 Superior Automatic Fire Systems LLC*
 VIP Systems Inc.

FLAGS & FLAG POLES

Eagle Mountain Flag & Flagpole*
 Lady Liberty Flag & Flagpoles*

FLOORING SERVICES (JOC-IDIQ)

Business Flooring Partners LLC*
 Clean Tile and More Inc.
 Maintenance Solutions Inc.
 Tandus Centiva US LLC

FORMAL WEAR

Al's Formal Wear

FUEL & LUBRICANTS

Blender Direct*
 Diplomat Petroleum LLC*
 Octcet Inc.
 Petroleum Traders
 Sun Coast Resources Inc.*
 Sundance Fuels Ltd.

FUEL CARD MONITORING, GPS & BULK FUEL

Impac Fleet*
 WEX Inc.

FURNITURE

9 to 5 Seating
 Butler Business Products LLC*
 Carroll's Discount Office Furniture*
 Challenge Office Products Inc.*
 Computer Comforts Inc.
 Contract Resource Group LLC
 Educator's Depot Inc.
 ESI Ergonomic Solutions LLC*
 Facility Interiors Inc.*
 Hallmark Office Products Inc.
 Harrison & Co.*
 Indeco Sales Inc.
 Kaplan Early Learning Co.
 Kay Davis Associates LLC*
 Lakeshore Learning Materials
 Lavaca County Office Supply*
 Library Interiors of Texas*
 Palmieri Furniture
 School Specialty Inc.
 TESCO Learning Environments
 Today Classroom LLC
 Vanguard Environments*
 Watson Furniture Group Inc.
 Wood Etc. Co.

GENERATOR POWER EQUIPMENT

Clifford Power Systems Inc.

GRADUATION, YEARBOOKS & COMMEMORATIVE

Balfour Co.
 Balfour Yearbooks
 Hoff Jones
 Jostens

HEALTHCARE TRAINING

Matters of Health

HVAC EQUIPMENT & SERVICE (JOC-IDIQ)

A/W Mechanical Services LP
 ABM Building Services Inc.
 Climatec Inc. (formerly Open Tech)
 Custom Air Products & Services Inc.
 Dominion Air & Heat LLC*
 ERC
 Facilities Sources*
 Gowan Inc.
 Heat Transfer Solutions (HTS)
 Huntan Services
 Letsos
 T&R Mechanical Inc.*
 Texas Specialty Products Ltd.
 The Brandt Companies LLC
 Washington & Sons A/C and Heating LLC*

HVAC EQUIPMENT & SUPPLIES

Johnson Supply
 Lennox International

INDUSTRIAL CLEANING EQUIPMENT

Alklean Industries Inc.*

INDUSTRIAL EQUIPMENT (RENT OR PURCHASE)

H&V Equipment Inc.
 Lansdowne Moody Co. LP
 United Rentals
 Zimmerer Kubota & Equipment

INFRASTRUCTURE AS A SERVICE

GTS Technology Solutions, Inc.*

INSURANCE SERVICES

Alamo Insurance Group
 FBS (Financial Benefit Services)
 Finley Financial Services
 TCG Benefits
 TRISTAR Insurance Group
 U.S. Employee Benefits Services Group

INTERNET ACCESS

Phonoscope Enterprise Group

IT CONSULTING & INTEGRATIONS

Accudata Systems Inc.
 Houston Information Team LLC
 True North Consulting Group LLC

JANITORIAL CLEANING SERVICES

Ambassador Services LLC
 Hospitality Cleaning Solutions*
 Metroclean Commercial Building Services*

JANITORIAL SUPPLIES

Bosworth Papers Company, Inc.
 Buckeye Cleaning Center
 Calico Industries, Inc.
 Capital Plastics International, Inc.
 Complete Supply Inc.*
 Crown Paper & Chemical
 Devin Distributing & Packaging, Inc.
 Gulf Coast Paper Co.
 High Point Sanitary Solutions*

JANITORIAL SUPPLIES

(Continued)
 Last Group Enterprises Inc.
 Matera Paper Company, Inc.
 Micro-X1 Inc.
 Pallock Paper Distributors
 Ridley's Vacuum & Janitorial Supply

LANDSCAPE & MAINTENANCE SERVICES

Central Landscape and Maintenance
 Metropolitan Landscape Management*
 Yellowstone (formerly Bio Landscape & Maintenance Inc.)

LCD SCREENS & LARGE FORMAT PRINTERS

Dahill

LEASING (TECHNOLOGY & ASSETS)

Insight Financial Services

LED LIGHTING & EQUIPMENT

Aleddra Inc.
 Batteries Plus Bulbs 428*
 BTM Solutions LLC
 Consolidated Electrical Distributors Inc.
 Crawford Electric Supply Co. Inc.
 EIS Lighting
 Fine Line Productions Company
 Genesis Business Communications Solutions*
 James Industry Group Inc.
 LEDs Unlimited LLC*
 Rexel, Inc.
 Reynolds Co.
 Summit Electric Supply Co. Inc.
 Texas Solar Resources
 Unified Sunergy Systems LLC*
 XtraLight Manufacturing Ltd.

LED LIGHTING & EQUIPMENT (JOC-IDIQ)

Inline Electric Solutions of Texas, LLC
 LMC Corporation*
 Spark Lighting, LLC
 XtraLight Manufacturing, LTD

M&O PARTS & EQUIPMENT

BEVCO Consultants LLC*
 Supply Works (Interline Brands)

MEDICAL SUPPLIES

AOSS Medical Supply Inc.*
 BVI Resources
 Heartsafe America
 Henry Schein Inc.
 Lippert Components Manufacturing, Inc.
 NAO Global Supply*
 Pyramid School Products
 School Health Corp.*

MEP SERVICES (JOC-IDIQ)

Raven Mechanical LP

MODULAR BUILDINGS

Mobile Modular Management Corp.
 Palomar Modular Buildings LLC

MODULAR BUILDINGS (JOC-IDIQ)

Aries Building Systems LLC
 GroundForce
 ILCOR Builders*

MOVING SERVICES

A-Rocket Moving & Storage*
 Roadrunner Moving & Storage

MUSICAL INSTRUMENTS

Bandstar Music
 H&H Music/Brook Mays
 Music & Arts Center
 Taylor Music
 The Mariachi Connection
 Washington Music Center

NETWORK SECURITY SOLUTIONS

Set Solutions

OFFICE SUPPLIES

Bosworth Paper
 Butler Business Products, LLC*
 Challenge Office Products Inc.*
 Hallmark Office Products Inc.
 Liberty Office Products
 National Art & School Supplies
 Pyramid School Products
 Reliant Business Products*
 School Specialty Inc.
 Standard Stationery Supply Co.
 Tejas Office Products*
 Texas Teacher Supply*
 Xpress Business Products

ONLINE TUTORING

Focus EduVation Inc.
 Laureate Learning Center

PAINTING SERVICES (JOC-IDIQ)

BaseLine Paving & Construction Inc.*
 ERC
 LMC
 Mitchell Contracting*

PAPER

Bosworth Paper
 Butler Business Products, LLC*

PARKING LOT CLEANING SERVICES

Southern Care Sweeping & Paving Co.

PAVING SERVICE, ASPHALT/ CONCRETE (JOC-IDIQ)

AAA Time Saver Services*
 Corestone Construction Services
 Duraplay Inc.

PEST CONTROL SERVICES

Holder's Pest Solutions

PHONE SYSTEMS (VoIP)

Total Technologies*

PLAYGROUND EQUIPMENT

Diversified Metal Fabricators Inc.
 Hunter-Knepshield Co.

PLAYGROUND SYSTEMS (JOC-IDIQ)

Adventure Playground Systems Inc.
 PTI Sports & Recreation Construction*

PLUMBING SERVICES (JOC-IDIQ)

C.M. Grossman Plumbing
 Gowan Inc.
 Letsos

PLUMBING SUPPLIES

City Supply Co. Inc.

POWER & COOLING SOLUTIONS

Critical Infrastructure Solutions (CIS) LLC

PRE-ENGINEERED STEEL BUILDINGS (JOC-IDIQ)

Schramme Construction

PRINTING & COPYING

Byside Printing*
 Dahill
 Houston ISD/PS1
 LP Printing
 Pamela Printing Co.
 Signature Aspen Imaging LLC
 Texas Litho*
 Thomas Printworks (A&E Graphics)

PROMOTIONAL ITEMS

4imprint
 Authentic Promotions
 Buffalo Specialties
 Butler Business Products LLC*
 Calfee Specialties*
 Challenge Office Products*
 Marketing Magic International*
 Oriental Trading Company*

REPAIR & RENOVATION SERVICES - (JOC-IDIQ)

Aggieland Construction, LLC
 ASA Builders
 Corestone Construction Services
 ERC
 Evolve Holdings, Inc.
 Facilities Sources
 Facilities USA LLC
 Hi-Mark roofing & Waterproofing
 Horizon International Group, LLC
 Liqua Tech
 Maintenance Solutions, Inc.
 Mart, Inc.
 Millennium Project Solutions, Inc.
 Mooring USA
 Nash Industries Inc.
 Soteria Safety Services LLC
 Tandus Centiva US, LLC
 Williamson Restoration Inc.*
 Worth Hydrochem of Houston

ROAD PRODUCTS

Campbell's Signs of Texas
 GeoSolutions Inc.

ROOFING (JOC-IDIQ)

American Contracting USA Inc.*
 Atlas Universal*
 Centennial Moisture Control Inc.
 CS Advantage USAA Inc.*
 D&G Quality Roofing*
 Facilities USA
 Hi-Mark Roofing & Waterproofing
 J Reynolds & Co.
 John A. Walker Roofing Co. Inc.
 LD Tebben Co. Inc.
 Liqua Tech*
 Lydick-Hooks Roofing Co. of Lubbock Inc.
 PRC Roofing & Sheet Metal*
 Reliable Commercial Roofing Services Inc.
 Sea-Breeze Roofing Inc.
 Tadoo Roofing*
 Tecta America CS LLC
 Tri-Lam Roofing & Waterproofing Inc.
 Weatherproofing Services*

SCIENTIFIC EQUIPMENT

Arbor Scientific
 Carolina Biological Supply Co.
 Educator's Depot Inc.
 Flinn Scientific Inc.
 Frey Scientific
 Health Edco, Childbirth, Health Impressions
 Microscope World*
 NAO Global Supply*
 Pitsco Education
 Southern Science Supply*

SECURITY OFFICER SERVICES & PRIVATE INVESTIGATION WORK (OFF-DUTY POLICE)

Executive Threat Solutions LLC*
 Federal Crime Prevention, Inc.
 (Drug Detection Dogs)
 Vets Securing America

SIDEWALK TRIP HAZARD REMOVAL SERVICE (JOC-IDIQ)

Precision Safe Sidewalks LLC

SIGNAGE (JOC-IDIQ)

Kaiser International Inc.
 National Signs Ltd.

STUDENT INFORMATION SYSTEM

Focus School Software
 SunGard K-12
 Tyler Technologies, Inc.

TECHNOLOGY HARDWARE, SOFTWARE & SERVICES

Bass Computers Inc.
 Best Buy for Business
 CDW Government
 Exebridge
 Firefly Computers LLC
 GovConnection Inc.
 GTS Technology Solutions, Inc.*
 HiEd Inc.*
 Insource Technology Direct LLC
 JANGA Technology LLC
 LyncVerse Technologies*
 Mark III Systems*
 Micro Integration
 Netsync Network Solutions*
 NWN Corp.*
 PC Care Inc.*
 PCMG
 PCPC Direct*
 Phanoscope Light Wave
 Presidio Networked Solutions
 Prime Systems*
 QA Systems Inc.*
 SHI Government Solutions*
 Technology Integration Group*
 Unified Communications
 Unique Digital
 Zeno Imaging

TECHNOLOGY SUPPLIES

Acco Brands USA (GBC), LLC
 Butler Business Products, LLC
 Liberty Office Products
 Pyramid School Products
 School Specialty Inc.
 Scott Electric
 Xpress Business Products



AWARDED CONTRACTS

APRIL 2017

CP CHOICE™
PARTNERS
The Right Resources. Right Now.

Division of Harris County Department of Education. New contracts are awarded frequently.
www.ChoicePartners.org

TECHNOLOGY PROTECTION DEVICES

Rugged Protection LLC

TELE-MEDICINE

Lone Star Telemedicine Services
Phonoscope Health Network

TEMPORARY PERSONNEL SERVICES

ExecuTeam Staffing LP*
ObjectWin Technology Inc.*
Prime Systems*
Staffmark
Superior Talent Resources Inc.
TEKSystems Inc.

TEXTBOOKS & LIBRARY BOOKS

American Reading Co. Inc.*
Barnes & Noble Booksellers
Capstone
Cengage Learning Inc.
Complete Book & Media Supply*
DLB Educational Corp.
Escue & Associates
Express Booksellers*
KAMICO Instructional Media Inc.*
Keystone Books & Media
Rainbow Book Co.
Rourke Educational Media
Scholastic Library Publishing Inc.
Sebca Books
Steps to Literacy
Teacher Created Materials Inc.*
Universal Time Release Publishing LLC
W.T. Cox Information Services

THIRD PARTY CODE

INSPECTION SERVICES

Bureau Veritas
ProTech*

TONER & INK CARTRIDGES

Enhanced Laser Products

TRAINING

Atech Training Inc. (Automotive Training)
New Horizons Computer Learning Center*
(Technology Training)
Technical Lab Systems (System Distributor)

TRAVEL SERVICES

Corporate Travel Management
Educational Travel Adventures
(Student & Educational)
Green Light Group Tours
(Student & Educational)
STA Travel (Student & Educational)

TREE TRIMMING

Asplundh Tree Expert Co.
Bartlett Tree Expert Co.

TRENCHLESS TECHNOLOGY

REHABILITATION

Layne Inliner LLC
SAK Construction LLC

TWO WAY RADIOS

Houston Communications

UNIFORMS

Aviva Wholesale
Boss & Hughes*
BSN Sports (Athletic)
Corporate Incentives*
Fruhauf Uniforms Inc. (Athletic)
J. Harding & Co.
Texas Motion Sports LLC (Athletic)
The Mariachi Connection (Band)
Triple D Uniform Inc.*

VMWARE SOLUTIONS

Carahsoft Technology Corp.

WAREHOUSE RACKS & SHELVING SYSTEMS

Texas Storage Systems*

WASTE & RECYCLING SERVICES

Waste Management*

WEB DESIGN SERVICES

Vision Technology Solutions LLC
WebRevelation

WEB-BASED EDUCATION & CERTIFICATION

Digital Quest
Odysseyware
TCC Learning LLC
Teaching Systems Inc.

WEB-BASED ELECTRONIC BIDDING SYSTEM

eBid Systems
EqualLevel, Inc.
Ian Wave Technologies, Inc.

WELDING SUPPLIES & GASES

AOC Welding Supply/Praxair

WOODWORKING TOOLS & EQUIPMENT

Penn State Industries

FOOD/CAFETERIA SUPPLIES

BREAD PRODUCTS

Kurz & Co.

CASH COUNTING SYSTEMS

Automated Financial Systems

DAIRY PRODUCTS

Borden Milk

DIGITAL SIGNAGE FOR FOOD SERVICE

School Nutrition and Fitness

FOOD EQUIPMENT

ISI Commercial Refrigeration
Preferred Food Service Design
Shepherd Food Equipment
Texas Food Service Equipment

FOOD EQUIPMENT/SMALL WARES

Ace Mart
Jean's Restaurant Supply
Kommercial Kitchens
Pasco Brokerage*

FOOD EQUIPMENT PARTS

Heritage Food Service

FOOD EQUIPMENT SERVICE

Hobart Service*

FOOD SERVICE MANAGEMENT

Lagniappe Dining Services

FOOD SERVICE SUPPLIES

Calico Industries Inc.
Central Poly-Bag Corporation
Devin Distributing & Packaging, Inc.
Pollock Paper Distributors
Pyramid School Products

FROZEN & CHILLED

BEVERAGE PRODUCTS

Sunny Sky Products/Iced D Lites
Trident Beverage

GROCERY PRODUCTS

Gordon Food Service
Jake's Finer Foods
Labatt Food Service

ICE CREAM PRODUCTS

Champion Concessions (Dippin Dots)
La Brisa Ice Cream*
Southern Ice Cream (Hershey's)

KITCHEN CLEANING (CHEMICAL)

PRODUCTS & SERVICES

AutoChlor
Ecolab Inc.
Hygeia Enviro-Clean Inc.
Magnus Procurement & Logistic Solution Inc.
SFSPortion Pac

NUTRIENT ANALYSIS SOFTWARE

HealthMe Meal Planner Pro

PIZZA PROGRAM

Smart Mouth Foods

PRODUCE

Brothers Produce
Chef's Produce*
Hardie's Fruit & Vegetable Co.
Scarmardo Produce*

SCHOOL NUTRITION SOFTWARE

Heartland School Solutions
Meals Plus
PCS Revenue Control Systems Inc.

VENDING MACHINES

American Vending Sales

WATER (DRINKING)

& COOLERS

Ozarka (Nestle Waters North America)
Sparkletts (DS Waters)



* HUB/MWBE

Mailing address: 6300 Irvington Blvd., Houston, TX 77022-5618 / Physical address: 6005 Westview Dr., Houston, TX 77055

877-696-2122 / 713-696-2122

CITY COMMISSION REGULAR MTG

8. (c.

Meeting Date: 06/07/2017

Bide # 2017-029 Gasoline and Diesel Annual Contract

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 17-040, awarding Bid # 2017-029 Gasoline and Diesel Annual Contract.

BACKGROUND

Bid packets were mailed out to area vendors. A bid tabulation is attached for your review.

Bids were opened on Thursday, May 25, 2017 at 2 p.m..

The low responsible bid meeting all specifications was received from Sun Coast Resources, Inc. for the unit prices bid per gallon.

ANALYSIS

It is the recommendation of the Public Works Department to award Bid # 2017-029 Gasoline and Diesel Annual Contract to Sun Coast Resources, Inc., for the prices bid per gallon and that the Mayor is authorized to execute this contract on behalf of the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution No. 17-040 Award Bid-Gasoline & Diesel Annual Contract

Exhibit A

Exhibit B

RESOLUTION NO. 17-040

A RESOLUTION AWARDDING BID # 2017-029 AND AUTHORIZING THE MAYOR TO ENTER INTO ANNUAL CONTRACT FOR THE PURCHASE OF GASOLINE AND DIESEL; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on May 25, 2017 at 2 P.M., bids were opened for the purchase of gasoline and diesel, Bid No. 2017-029; and,

WHEREAS, the lowest bid meeting specifications for the annual contract for the purchase of gasoline and diesel was submitted by Sun Coast Resources, Inc., for the unit prices bid per gallon.

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

SECTION 1: That the successful bidder for the annual contract for the purchase of gasoline and diesel was submitted by Sun Coast Resources, Inc., for the unit prices bid per gallon.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with Sun Coast Resources, Inc., for the purchase of gasoline and diesel, as described and priced in **Exhibit "A"** attached hereto and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 7th day of June, 2017.

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

ATTEST:

APPROVED AS TO FORM:

James Hartshorn
City Secretary

Ronald F. Plackemeier
City Attorney

BID TABULATION

Bid # 2017-029 Gasoline and Diesel Annual Contract

Bid Opening: Thursday, May 25, 2017 at 2:00 p.m.

ITEM #	DESCRIPTION	VENDOR	VENDOR	VENDOR	VENDOR	VENDOR
		BAY OIL	APACHE	PETROL. TRADERS	PINNACLE PETR.	SUNCOAST
1	Gasoline 87 Octane Unleaded Large Lot Transport - 80,000 gal	+.07	+.06	+.0039	+.0089	+.0026
2	Gasoline 87 Octane Unleaded Medium Lot Bobtail - 90,000 gal	+.10	+.09	+.0782	+.1355	+.0310
3	Gasoline 87 Octane Unleaded Small Lot Bobtail - 25,000 gal	+.18	+.17	+.2167	+.9546	+.1698
4	No. 2 Ultra Low Sulfur Diesel TxLED Large Lot Transport 70,000 gal	+.07	+.06	+.0210	+.0136	+.0098
5	No. 2 Ultra Low Sulfur Diesel TxLED Medium Lot Bobtail - 80,000 gal	+.10	+.09	+.0975	+.1466	+.0380
6	No. 2 Ultra Low Sulfur Diesel TxLED Small Lot Bobtail - 20,000 gal	+.18	+.17	+.2327	+.9684	+.1698

Mike McKinley

From: Chris Sonnier
Sent: Tuesday, May 30, 2017 10:28 AM
To: Mike McKinley
Subject: Fuel contract

Mike,

Regarding the fuel contract bids we opened 5/25/17, I would recommend we award it to Suncoast. They bid the lowest prices and have provided satisfactory service in the past.

Best regards,
Chris J Sonnier
Fleet Maintenance Supt.
City of Texas City



409-643-5891
Fax 409-941-0641

CITY COMMISSION REGULAR MTG

8. (d.

Meeting Date: 06/07/2017

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution No. 17-041 Adopting Supp. Guidelines (V2 CLN-JBW 053017)

C. Nichols Staff Report_Resolution Amending Guidelines (V1 CLN 053017)

RESOLUTION NO. 17-041

A RESOLUTION OF THE CITY OF TEXAS CITY, TEXAS, AMENDING RESOLUTION NO. 17-002 TO ADOPT ADDITIONAL GUIDELINES AND CRITERIA FOR CERTAIN TAX ABATEMENT AGREEMENTS IN ACCORDANCE WITH CHAPTER 312 OF THE TEXAS TAX CODE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Commission previously adopted tax abatement guidelines and criteria on January 18, 2017 by Resolution No. 17-002; and

WHEREAS, the tax abatement guidelines and criteria adopted by Resolution 17-002 are effective for two years from the date adopted pursuant to Texas Tax Code Sec. 312.002(c); and

WHEREAS, the City Commission desires to amend Resolution No. 17-002 to adopt additional tax abatement guidelines related to residency requirements and sales and use taxes to supplement its existing tax abatement guidelines; and

WHEREAS, the City Commission finds and determines that the proposed supplemental guidelines and criteria hereinafter set out are in the best interest of the City to encourage oil and gas, manufacturing, and other industry related development to the exclusion of others; and

WHEREAS, the City Commission finds and determines that establishing a residency requirement for plant managers and employees receiving the top twenty-five percent or more of employee compensation at a given plant will be more likely than not to interact with community leaders and citizens and economic benefits will accrue to the City from employees' local expenditure of salaries and the payment of local sales and use taxes and *ad valorem* taxes; and

WHEREAS, the City Commission reaffirms its absolute discretion to approve or reject any application for tax abatement and subsequent related tax abatement agreements pursuant to Texas Tax Code Sec. 312.002(d).

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

SECTION 1. Amendment of Resolution No. 17-002. Section 4 of Resolution No. 17-002 is hereby amended to add subsections (vi), (vii), and (viii) providing for additional tax abatement guidelines and criteria:

“SECTION 4. Projects Eligible for Tax Abatement. To be eligible for tax abatement under this policy, an industrial development project must meet all of the following minimum tax abatement application criteria:

- (i) Must contribute a minimum capital investment of \$100,000.00 to the proposed project;
- (ii) Must be eligible to conduct business or otherwise operate in the State of Texas;
- (iii) Must be located in the corporate limits of the City of Texas City;

- (iv) Must complete a Tax Abatement Application in form approved by the City Commission;
- (v) Must tender to the City any and all fees required by the Tax Abatement Application Form, as may be amended by the City Commission; and
- (vi) Must require of its plant managers and employees receiving the top twenty-five percent of compensation at the plant to reside within the City of Texas City or within the extra territorial jurisdiction (ETJ) as defined by the City; and
- (vii) Must tender to the City a current and active Texas Direct Payment Permit or, in the alternative, obtain a Texas Direct Payment Permit from the Texas Comptroller of Public Accounts for the direct payment of sales and use tax associated with the construction of improvements associated with the proposed project, and where applicable, shall require its contractors and subcontractors to also file for, or present such permit to the City for the direct payment of sales and use tax associated with the construction of improvements associated with the proposed project.
- (viii) The City may grant a Specific Residency Waiver to a specific plant manager or employee upon receiving an application submitting the request and upon the showing of a specific need. The City may negotiate waivers of the residency requirements in any actual Abatement Agreement approved by the City.”

SECTION 2. Preservation of existing Guidelines. Subsections (vi), (vii), and (viii) represent supplemental guidelines and are in addition to and do not materially change the Guidelines initially adopted by Resolution 17-002.

SECTION 3. Severability. In the event that one or more of the provisions contained in this Resolution is for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Resolution shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Resolution, which shall remain in full force and effect.

PASSED AND ADOPTED this 7th day of June, 2017.

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

ATTEST:

APPROVED AS TO FORM:

 James Hartshorn
 City Secretary

 Ron F. Plackemeier
 City Attorney

STAFF REPORT

TO: Mayor Matthew T. Doyle & City Commissioners
City of Texas City

FROM: Chris Nichols

CC: Ron Plackemeier, City Attorney

MATTER: Matter No.

RE: Amendment of Resolution No. 17-002 for adoption of additional tax abatement guidelines

DATE: May 30, 2017

AGENDA ITEM SUMMARY:

On January 17, 2017, the City Commission approved Resolution No. 17-002 which (among other things) formally adopted tax abatement guidelines and criteria. Five (5) specific criteria were adopted. They are effective for two (2) years from their adoption.

At the direction of City Staff, we are presenting this Resolution amending Resolution 17-002 to add supplemental tax abatement guidelines and criteria providing for (1) a Direct Tax Payment Permit requirement, (2) a residency requirement for plant managers and top-tier employees, and (3) a residency waiver mechanism to give the City flexibility to accommodate requests for residence waivers based on special circumstances or conditions that cannot be anticipate at this time.

VOTING REQUIREMENT:

Texas Tax Code Section 312.002(c) provides that during the two-year duration of properly adopted tax abatement guidelines and criteria, those guidelines and criteria may be amended or repealed on by a vote of three-fourths of the members of the governing body. Although the additional guidelines are new and not revisions to the five (5) specific criteria previously adopted, it is safer if the Commission adopts the proposed Resolution by at least a three-fourths vote of the Commission.

RECOMMENDATION:

Adopt the proposed Resolution as presented.

EFFECT ON CITY TAX ABATEMENT APPLICATION FORM:

Upon the Commission's adoption of the proposed Resolution, I will revise the City's tax abatement application to conform the application to the City's amended tax abatement guidelines and criteria.