

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, AUGUST 7, 2019 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

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

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) PROCLAMATIONS AND PRESENTATIONS
 - (a) Declaring August 11, 2019, National 811 Day. (Shell Pipeline Company LP)
 - (b) Consider and take action on a Resolution No. 19-077, in support of the Grand Parkway Segment B, C, and D.
- (5) REPORTS
 - (a) Community Development Quarterly Report (Code Enforcement)
- (6) PUBLIC HEARING
 - (a) Public Hearing to receive public comments on an amendment to expand the "Texas City Gulf Coast Reinvestment Zone No. 1" for purposes of commercial-industrial tax abatement pursuant to Texas Code Section 312.201(d)
- (7) PUBLIC COMMENTS
- (8) CONSENT AGENDA
 - (a) Approve City Commission Minutes for July 17, 2019 meeting. (City Secretary)

- (b) Consider and take action on Resolution No. 19-072, approving the purchase of a 3D HW LS Focus S 350 Laser Scanner and accessories for the Police Department. (Purchasing)
- (c) Consider and take action on Resolution No. 19-073, approving and awarding RFP No. 2019-071 Pre-Event Disaster Debris Clearance and Removal Services contract. (Purchasing)
- (d) Consider and take action on Resolution No. 19-074, rescinding award of contract to Delta Industrial Service and Supply for Section 3, National Foam Universal Gold 1%, 3%, AR-AFF of the 2019-067 Personnel Protective Equipment, Fire Hose, Nozzles and Related Equipment Contract approved by City Commission Resolution 19-059 on July 17, 2019. (Purchasing)
- (e) Consider and take action on Resolution No. 19-075, authorizing an application with TxDOT for the 2019 Transportation Alternatives Set-Aside Program and committing the City's 20% match for construction and TxDOT administrative review. (City Engineer)
- (f) Consider and take action on Resolution No. 19-076, approving an annual contract for Bid No. 2019-070 Oils and Lubricants. (Public Works)
- (9) REGULAR ITEMS
 - (a) Consider and take action on Ordinance No. 19-21, amending the City's fiscal year 2018-2019 budget to appropriate funds for the purchase of laser scanner and accessories for the Police Department. (Finance)
 - (b) Consider and take action on Ordinance No. 19-22, amending the City's fiscal year 2018-2019 budget to appropriate funds for Municipal Court window area remodeling project. (Finance)
 - (c) Consider and take action, by record vote, to adopt the proposed tax rate. (Finance)
 - (d) Consider and take action on Ordinance No. 19-23, amending "Texas City Gulf Coast Reinvestment Zone No. 1" to amend and expand its boundaries for commercial-industrial tax abatement purposes and making certain findings of fact in accordance with Texas Code Section 312.201. (Management Services)
- (10) MAYOR'S COMMENTS
- (11) COMMISSIONERS' COMMENTS
- (12) 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 AUGUST 2, 2019, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

NICHOLAS J. FINAN
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 08/07/2019

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on a Resolution in support of the Grand Parkway Segment B, C, and D.

BACKGROUND

The cities of Galveston County have been requested to support TXDOT (Texas Transportation Commission) keeping the Grand Parkway section between Brazoria/Fort Bend Counties and I-45 in Galveston County on their current projects list. There has been concern that TxDOT will remove the sections because the Lt. Gov. of Texas opposes toll roads. This section needs to continue on the funding list because of Hurricane evacuation, traffic congestion relief, and general accessibility.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Office of the Mayor



RESOLUTION

WHEREAS, State Highway 99, also known as the Grand Parkway, is an unfinished loop around the Greater Houston Area upon which construction began in 1994; and

WHEREAS, Segments B, C, and D of the Grand Parkway would stretch from Highway 146 near Bacliff through Galveston, Brazoria, and Fort Bend Counties, connecting to already completed portions of the highway in Harris County; and

WHEREAS, construction of the remaining segments of the Grand Parkway as originally set forth would improve the daily flow of traffic in Galveston County and Brazoria County and improve travel conditions for hurricane evacuation purposes; and

WHEREAS, the Texas Transportation Commission has recommended defunding Segments B, C, and D of the Grand Parkway Project; and

WHEREAS, the citizens of the City of Texas City would be affected by the construction of the Grand Parkway as originally proposed by the Texas Department of Transportation;

NOW, THEREFORE, BE IT RESOLVED that THE CITY OF TEXAS CITY hereby OPPOSES the recommended defunding and SUPPORTS construction of Segments B, C, and D of the Grand Parkway and urges the Texas Department of Transportation and the Texas Transportation Commission to complete the final studies needed to advance the Grand Parkway Project and to begin construction of this vital roadway which has been planned for 25 years.

EXECUTED this 31st day of July, 2019.

Matthew T. Doyle, Mayor
City of Texas City

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 08/07/2019

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Notice of Public Hearing on Expansion of the Texas City Gulf Coast Reinvestment Zone No. 1

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(8) (b)

Meeting Date: 08/07/2019

FARO TECHNOLOGIES 3D LASER SCANNER

Submitted For: Debbie Gurka, Administration

Submitted By: Debbie Gurka,
Administration

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Approve a resolution for the purchase of a 3D HW LS Focus S 350 Laser Scanner and accessories for the Police Department. Funds for \$97,598.10 will be used from fund 205 (Drug Confiscation Fund).

Quote attached.

BACKGROUND

FARO Technologies / FARO 3D Visionary is the sole developer and manufacturer of the FARO Focus Laser Scanners, FARO ScanPlan and SCENE software. FARO is also the sole source provider of hardware and software service, warranty maintenance, annual calibration, an training program associated wit FARO Focus Laser Scanners, ScanPlan, Scene Software and Faro Zone Software.

FARO Technologies founded in 1891 is a global leader of 3D measurement technology and is headquartered in Lake Mary Florida with European regional headquarters and branches in Brazil, Mexico, Germany, United Kingdom, France, Spain, etc.

The FARO devices permit high-precision 3D data capture. These devices are used in law enforcement, forensics, accident reconstruction, crime scene and arson investigations, bloodstain pattern analysis, etc.

A Sole Source letter is attached.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Quote

Sole Source Letter

GSA Description

GSA SCHEDULE



FARO Technologies Inc
250 Technology Park
Lake Mary FL 32746-7115
Phone No: (844)646-8002
Fax No:
Email: Karen.Beatty@faro.com

Remit to:
FARO Technologies, Inc.
P.O. Box 116908
Atlanta, GA 30368-6908

Quotation No: 20284133
Quote Date: 07/08/2019
Expiration Date: 08/07/2019
Regional Manager: Scott Schacht
Account Manager: Richard Britt
Sales Support: Karen Beatty
Ship: Ground
Payment Terms: Net due in 30 days
with approved credit
Delivery Terms: EXW ORIGN
Delivery Date: 4-6 Weeks



Bill To :
City of Texas City
1725 N Logan St
Attn: Accounts Payable
Texas City TX 77590-4930
US


Ship To :
City of Texas City
Mike Rusnak
1725 N Logan St
Attn: Accounts Payable
Texas City TX 77590-4930
US


Qty	Item No.	Description	Unit Price	Ext. Price
1	LS-8-S-350	3D_HW_LS_FocusS 350 Laser Scanner FocusS 350 ships with: 1 FocusS 350, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, accessory bay, IP rating 54, on-site compensation functionality, 1x Battery Power Block, 1x Battery Power Dock, 1x 90W Power Supply, 1x Optic Cleaning Fluid, 3x Optic Cleaning Tissues, 1x 32GB SD card, 1x SD card reader, 1x SD card cover, 1x Allen wrench, 1x rugged transport case, calibration certificate and a quick start guide. Please notice: the lead-time may take 6 weeks or more after receipt of written order.	48,052.91	48,052.91

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Qty	Item No.	Description	Unit Price	Ext. Price
1	TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc Three-day course for two (2) trainee at an approved FARO training facility that discusses LS operation, setup, and basic measurements. NOTE: Classroom trainings are limited to six (6) trainees and are scheduled on a first come, first served basis. Classes can be canceled within two weeks of the scheduled date if sufficient enrollment is not met. NOTE: Training will expire if not taken within 90-days of receipt of equipment. No charge item applicable only with purchase of Laser Scanner.	0.00	0.00
1	TR-SCN-POS-FOR-O	OnSite Forensics Cust-Site Upg. 5 Day Additional travel and lodging fees may be required for travel outside the US and Canada.#	9,130.00	9,130.00
1	SOFTS0900	3D_SW_SC_Scene FARO SCENE Software. Process, register, view and work on 3D Laser scan data. Includes 1-year of software maintenance	3,693.50	3,693.50
2	SOFTL0002	Single User Hard Lock Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with SCENE, CAM2, FaroZone or As-Built Software products.	120.90	241.80
1	SOFT51002	FARO Zone 3D Advanced Advanced version of FARO Zone 3D with the added ability to open SCENE projects and import other point clouds. Includes one (1) year of maintenance.	4,832.98	4,832.98

Qty	Item No.	Description	Unit Price	Ext. Price
1	ACCSS8001	<p>3D_AC_LS_FocusS Battery Power Block</p> <p>Power Block battery for FARO Focus S and Scan Localizer</p> 	436.90	436.90
1	ACCSS8032	<p>3D_AC_LS_Standard Carbon Fiber Tripod</p> <p>Super lightweight, highly stable, low-vibration, tailored carbon fiber tripod, For perfect performance and increased durability customized for Focus Scanners.</p>	775.78	775.78
1	ACCSS0287	<p>200mm Koppa Target W/ Tripod Mount Kit</p> <p>A complete package of target spheres along with tripods and other accessories, shipped in 2 crates. Spheres are sprayed with #KoppaTuff™ coating. The first crate contains a 6 pack of 200mm target spheres with magnetic bases and individual cotton storage/handling bags, and 6 1/4-20 camera tripod mount plates. The second crate contains tripods and accessories that provide most of the standard mounting options for use in the field. Included are 6 camera tripods, 3 small flexible tripods, 3 traffic cone Adapters, and a dozen 2" fender washers.</p>  <p>Image Not Available</p>	2,052.28	2,052.28
1	ACCSS0299	<p>80Mm Koppa Target Set W/ Trajectory Rods</p> <p>A combination set of 12 80mm targets - 6 magnetic base targets, 6 trajectory mount. Includes 6 1/4" x 10" aluminum, magnetic base stand-off rods. All shipped in a plastic storage crate.</p>	1,015.56	1,015.56

Qty	Item No.	Description	Unit Price	Ext. Price
1	COMP0123X64	VR Ready Notebook High-end notebook computer. Contact your FARO representative for current specifications.	3,208.89	3,208.89
1	SWS-FCS-3Y	3D_WA_LS_FocusS Warranty_3Y_STAND 3-year Standard warranty extension/renewal includes (3) Calibration and Certification, repair parts, labor, shipping from a FARO Service Center.	6,508.75	6,508.75
1	SMA0900-3Y	3D_MA_SC_SCENE Maintenance_3Y_STAND Maintenance for SCENE software. Extends the 1 year standard maintenance by 3 years. Scope of service according to the conditions of the SCENE maintenance contract.	1,939.44	1,939.44
1	SMA51002-3Y	FARO Zone 3D Advanced Maintenance 3Y	2,548.00	2,548.00
1	ACCSS6069	3D_AC_LS_3D-Scale Bar Kit The 3D Measurement Scale Bar is used as a reference point in scans to verify scan accuracy. NIST Traceable, the certified distance between the spheres is 1.5 meters. The scale bar has two 70 mm spheres mounted on a 31.75 mm (1.25") diameter rod. The spheres on the Scale Bar can also serve as near-distance (under 5 m) targets. The Scale Bar comes in two pieces, that are easily assembled at the scan scene. The Scale Bar Kit includes the Scale Bar, case, and a clamp that allows the scale bar to be mounted onto a standard photography tripod."	2,220.00	2,220.00
				
1	ACCSS6079	3D_AC_LS_3D-Scale Bar Tripod The Scale Bar Tripod allows the Scale Bar to be securely positioned in a scan scene. This tripod is not intended to hold the Scanner.	185.00	185.00

Qty	Item No.	Description	Unit Price	Ext. Price
1	APPS01002	3D_SW_AP_SCENE Video Pro App SCENE Video Pro App, for SCENE single user license Plug-in for SCENE to create animated videos from scan data.	828.17	828.17
				
1	SP-01	3D_HW_SP_ScanPlan Handheld mapping device to quickly capture 2D floor plans. Includes ScanPlan, battery, USB Data Link Cable, smartphone adapters, hard sided-case. Includes a 12 month warranty. Requires a smartphone.	6,981.98	6,981.98
1	ACCSS8047	3D_AC_SP_Mobile_Phone_AME R Smartphone used to control the ScanPlan and display the 2D floor plan during mapping.	292.68	292.68
1	ACCSS8037	3D_SP_2D_Battery Power Block Power Block spare battery for the ScanPlan.	75.00	75.00
1	ACCSS8038	3D_SP_2D_Battery Power Dock Power Dock battery charging cradle for ScanPlan.	77.58	77.58
1	ACCSS8028	Mobile PC USB Cable USB cable to connect your ScanPlan to your PC.	65.00	65.00
1	ACCSS8042	3D_SP_2D_Magnetic Connector Mobile Phone Magnetic adapters to match the smartphone's data connection interface	27.00	27.00
1	ACCSS8060	3D_AC_SP_PANOCAM High-end panorama camera for FARO® Scanplan, records 360° images in high quality, still image resolution 5376×2688	479.00	479.00

Qty	Item No.	Description	Unit Price	Ext. Price	
1	SOFT51000	FARO Zone 2D Quickly create 2D diagrams for investigations and pre-incident planning. Includes one (1) year of maintenance.	241.80	241.80	
1	SOFTL0002	Single User Hard Lock Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with SCENE, CAM2, FaroZone or As-Built Software products.	120.90	120.90	
3	SWS-SP-1Y	Additional Warranty 1-Year Standard warranty extension/renewal includes (1) Calibration and Certification, repair parts, labor, shipping from a FARO Service Center.	990.00	2,970.00	
1	SMA51000-3Y	FARO Zone 2D Maintenance 3Y	154.00	154.00	
				Order Total:	99,154.90
				Discount Amount:	-1,556.80
				Shipping Total:	0.00
				Total in USD:	97,598.10

Suggested Optional Items

Qty	Item No.	Description	Unit Price	Ext. Price
1	TR-SCN-TTT-F	<p>Train the Trainer Program 5 Day</p> <p>Five-day training for customers and partners who wish to conduct their own FARO certified training course. Curriculum includes instruction on presentation skills, transfer of learning and training design. In addition, hardware and software training is also conducted and electronic material to conduct future classes (manuals, facilitators' guides, power points) are provided and reviewed. Priced per person. NOTE: Requires prior scanning experience. Training will expire if not taken within 90-days of purchase.</p>	17,336.00	5,200.80
2	ACSS8014	<p>3D_AC_LS_Focus Thermal Protection Cover</p> <p>The Thermal Protection Cover for Focus S and M series ensures the operation of the Laser Scanner in the specified extended operating temperature range above 40°C. The Thermal Protection Cover consists of one isolating cover made of Preox-Aramid-Aluminum fabrics and included thermal packs to decelerate a thermal effect onto the Laser Scanner of external heat sources. For operation two parts per Scanner are necessary.</p>	720.00	1,296.00
1	COMP0123X64	<p>VR Ready Notebook</p> <p>High-end notebook computer. Contact your FARO representative for current specifications.</p>	3,208.89	3,208.89

Additional Information

QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. FARO Approved Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO/IEC 17025:2005 for USB Arms, Bluetooth Gage, Gages, 3D Imager, LLP and Laser Trackers. Our capabilities are listed on our ISO/IEC 17025:2005 Scope of Accreditation and might vary by location. The scope of each location can be accessed from the FARO website.

CALIBRATION STANDARDS

USB Arms and Bluetooth Gage are calibrated in accordance with ASME B89.4.22-2004.

Other Gage Models are calibrated in accordance with ISO 10360-12:2016.

3D Imager are calibrated in accordance with VDI/VDE 2634-2:2012.

Laser Trackers are calibrated in accordance with B89.4.19-2006* as requested by the Customer.

*Part # 960-02589 - System Calibration is an additional calibration process to our Part # ACC-00 - Standard Calibration.

Quantum S/M Arms are calibrated in accordance with ISO 10360-12:2016.

DECISION RULE

For B89 Calibration, FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified."

For ISO 10360-12:2016 Calibration, FARO follows this Standard's recommendation, Introduction Clause, in the application of the decision rule to testing results. This clause states that "the default decision rules given in ISO 14253-1 apply to specifications made in accordance with this part of ISO 10360, unless otherwise indicated." The relevant decision rule in ISO 14253-1:1998 is given in Clause 5.2, "Rule for proving conformance with specifications." FARO also follows this decision rule according to the recommendation of VDI/VDE 2634-2:2012, Annex 4.3.5.

CUSTOMS and EXPORT CONTROL

Deliveries of these goods/products, software, technologies, know-how-transfer to other countries (e.g. embargos) or to other receivers can be subject to authorization or may be prohibited. US-origin goods/products, software, technologies, know-how-transfer or products which include 10/25 % US- origin, are liable to US-Export-Administration Regulations and could be subject to authorization or may be prohibited.

GSA QUOTE

Pricing, terms and conditions per GSA contract GS-07F-197GA.

Expiration of contract 9/28/2022.

GSA STANDARD TERMS AND CONDITIONS OF SALE

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST
FSC GROUP: 84 - TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE

SPECIAL ITEM NUMBER
426-4N - Criminal Investigative Equipment and Supplies
426-99 - Introduction of New Services/Products Related to Law Enforcement and Security Equipment

FARO TECHNOLOGIES, INC

Faro Technologies, Inc.
250 Technology Park
Lake Mary, FL 32746
T: 407-333-9911
F: 407-333-4181
www.faro.com

Contract Number: GS-07F-197GA

Period Covered by Contract: 9/29/2017 - 9/28/2022

General Services Administration
Federal Acquisition Service
Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage System. Agencies can browse GSA Advantage by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

INFORMATION FOR ORDERING ACTIVITIES

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Lockbox Address
Faro Technologies, Inc.
PO Box 116908
Atlanta, GA

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card. Wire transfer information can be obtained from the local sales representative or the accounting department.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 61-730-8929
Block 30: Type of Contractor # C

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - NO
Block 36: Contractor's Taxpayer Identification Number (TIN): 59-3157093

4a. CAGE Code: 0VGY2

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
426-4N	30-45 Days
426-99	30-45 Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: Net 30 Days from receipt of invoice or date of acceptance

b. Quantity none

c. Dollar Volume none

d. Government Educational Institutions Same

e. Other none

8. TRADE AGREEMENTS ACT OF 1979, as amended:

9. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$100.00.

10. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$200,000.00:
426-4N - Criminal Investigative Equipment and Supplies
426-99 - Introduction of New Services/Products Related to Law Enforcement and Security Equipment

11. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

12. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

13. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: IE, Chrome). The Internet address is <http://www.gsavantage.gov>

14. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f). For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

15. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

16. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NOT OFFERED

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

17. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

18. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

19. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____

No _____

The EIT standard can be found at: www.Section508.gov/.

20. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order -

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

21. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

22. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF

426-4N - Criminal Investigative Equipment and Supplies

426-99 - Introduction of New Services/Products Related to Law Enforcement and Security Equipment

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

SELF INSTALLATION

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a- 276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

Warranty Coverage

The limited warranty covers defects in materials and workmanship in our customers' brand products or other products sold by FARO to the customer. All products sold by FARO will include a one year standard warranty under this contract. This warranty can be extended via purchasing additional warranty coverage while in the warranty period.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

FARO Arm and FARO Gage: 125 Technology Park, Lake Mary, FL 32746
FARO Laser Tracker and Focus 3D Scanner: 290 National Rd, Exton, PA 19341

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.



FARO Technologies

250 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234

Fax: +1.407.333.4181

Nasdaq: FARO

www.FARO.com

To Whom It May Concern:

This letter identifies FARO Technologies, Inc., a Florida corporation ("FARO Technologies" or "FARO"), as the sole developer and manufacturer of the FARO Focus Laser Scanners, including the Focus M, S, and 3D models, FARO ScanPlan™, SCENE software, FARO Zone 3D and FARO Zone 2D software. FARO is also the sole provider of hardware and software service, warranty, maintenance, annual calibration, and training programs associated with FARO Focus Laser Scanners, ScanPlan, Scene Software and FARO Zone software. FARO is the sole source for its GSA product pricing for the above products and services.

FARO Technologies was founded in 1981 and is a global leader of 3D measurement technology. FARO Technologies is headquartered in Lake Mary, Florida with European regional headquarters in Stuttgart, Germany and Asia/Pacific regional headquarters in Singapore. FARO has branches in Brazil, Mexico, Germany, United Kingdom, France, Spain, Italy, Poland, Netherlands, India, China, Singapore, Malaysia, Vietnam, Thailand and Japan.

As the world's most trusted source for 3D measurement, imaging and realization technology, FARO develops and markets computer-aided measurement and imaging devices and software. Technology from FARO permits high-precision 3D data capture, measurement, imaging and comparison. The devices are used for inspecting, planning and documenting spaces or structures in 3D including law enforcement, forensics, accident reconstruction, crime scene investigation, arson investigation, post blast investigation, fire and security pre-plans, bullet trajectory, bloodstain pattern analysis, and virtual reality.

With a wide variety of features, including range, image quality, and capture speed, the Focus Laser Scanners significantly reduce the time and increase the effectiveness of documenting, measuring, and analyzing forensic scenes. FARO Focus Laser Scanners deliver a unique combination of advantages including lightweight, affordability, and precision. FARO is also the sole manufacturer of the FARO ScanPlan™, a lightweight handheld mapper enabling Public Safety and Security professionals to quickly capture and visualize 2D floor plans. Further, FARO is the only developer and supplier of FARO Zone 3D and 2D software leveraging technology from its acquisitions of CAD Zone and ARAS 360° software companies. Known for our commitment to service, FARO prides itself with having service and support personnel around the world with law enforcement expertise.

FARO's 3D Forensic Laser Scanning Solution is a fully integrated system designed specifically for Public Safety and Forensic applications. The solution integrates FARO's Focus Laser Scanner, certified Advanced Forensic Training program for crash, crime, fire, and security professionals, maintenance, warranty, SCENE point cloud optimization suite, and exclusive FARO Zone 3D software package with advanced forensic tools including Blood Stain Analysis, Bullet Trajectory, Fire, Explosion, and extensive Crash analysis tools such as Crush, Linear Momentum Analysis, Skid Analysis, Critical Speed Yaw, and Slope Calculator. Unique features of this system include:

- Digital Signature - encrypted security to all raw scans by hashing data at the time of capture. Only FARO customers can show that their raw scan data has not been altered from the time the scans were captured.
- FARO Laser-HDR™ (patent pending) feature in SCENE 2018 improves on conventional multi-exposure HDR techniques by intelligently combining a laser scan image and a photograph through a proprietary FARO process.

With hundreds of thousands of units sold and customers around the globe, our products have been reliably measuring success throughout the world. Our forensic customers include the Department of Defense, federal governments, various intelligence organizations, the US military, and many state and municipal law enforcement agencies.

Kind Regards,

Ed Monas

Ed Monas | Senior Director Global Sales | Public Safety Forensics
FARO Technologies, Inc. | 250 Technology Park | Lake Mary, FL 32746

GSA MAS 84: Total Solutions for Law Enforcement, Security, Facilities Management, Fire and Rescue

An Array of Solutions to Support Your Mission



Equipment and Services Offered through GSA MAS 84

When your agency requires law enforcement, security and protection, facilities management or fire and rescue products and services, GSA Schedule 84 offers the right solutions for you. Our Multiple Award Schedules (MAS) contractors can provide protection on land or at sea, support firefighting activities, and provide assistance after natural or man-made disasters. Access the latest technologies and services available through the MAS program to solve a wide range of problems and fulfill your core mission by satisfying your requirements. From handcuffs to alarm systems to special-purpose clothing, you can count on GSA MAS 84 to meet your needs.

GSA MAS 84 provides one-stop shopping for:

- Law enforcement and security equipment, supplies, and services
- Professional law enforcement and security services and training
- Boats, marine engines, personal watercraft, and marine barriers
- Security-system management, design and support services, marine-craft and waterfront-security products and services

- Alarm and signal systems, physical-access control systems (including FIPS 201-compliant PACS), facility-management systems
- Facility-management services (integration, design, management, etc.)
- Security consulting, police and guard services, corrections officers, alarm monitors
- Equipment for personal protection, vehicles, detection, investigation, surveillance, and canine training and handling
- Firefighting and rescue equipment (urban and wildland)
- Special-purpose and protective clothing, including gloves and footwear, police clothing, and firefighting clothing
- IT products and services (relating to identity management, safeguarding information, compliance support, physical-access security, security systems, and legacy-integration support), including FIPS 201-compliant PACS

Through GSA MAS 84, your federal agency (or state or local government entity) can save time and money with access to highly qualified product and service providers. These providers tailor product and service orders to meet your agency's unique requirements via the efficient and simplified ordering processes available through the MAS program.



The New GuardFinder Tool Can Simplify Your Procurements

In March 2017, we launched the GuardFinder tool – available now in the Acquisition Gateway’s Security and Protection hallway – to simplify your protective-services buys. GuardFinder allows users to select labor categories, clearance levels, business sizes, and locations to easily identify and compare solution providers. To access GuardFinder, log on to the **Acquisition Gateway** and look under “Resources” in the left tool bar in the Securities and Protection hallway.

For More Information

To learn about the full range of solutions available through GSA MAS 84, visit **www.gsa.library.gsa.gov**. In the “Quick Search” portion at the top right area of the screen, select “84” from the drop-down menu and click on “Go.”

If you have questions, please call the National Customer Service Center at (800) 488-3111 or email the MAS Helpdesk at **MAShelpdesk@gsa.gov**.

GENERAL SERVICES ADMINISTRATION
Washington, DC 20405

OGP 4800.2I
July 19, 2016

GSA ORDER

SUBJECT: Eligibility to Use GSA Sources of Supply and Services

1. **Purpose.** This Order provides definitions and listings of agencies and organizations authorized to use General Services Administration (GSA) sources of supply and services. It also provides definitive guidelines concerning eligibility requirements.
2. **Cancellation.** ADM 4800.2H is canceled.
3. **Background.** 40 U.S.C. §§ 501 - 502 authorizes the Administrator of General Services (Administrator) to procure and supply personal property and non-personal services for executive agencies and other Federal agencies, mixed-ownership Government corporations as identified in 31 U.S.C. § 9101, the District of Columbia, qualified nonprofit agencies for the blind or other severely handicapped individuals for use in making or providing an approved commodity or service to the Government, and state and local governments for certain Federal supply schedule purchases. Other organizations are eligible pursuant to other statutes under which GSA operates (such as 40 U.S.C § 602, which governs eligibility to obtain GSA Fleet motor vehicles and related services) or by reason of enabling statutory authority.
4. **Nature of revision.** To reflect statutory and administrative changes and to update the listings of organizations determined eligible to use GSA sources of supply and services.
5. **Definition.** GSA sources of supply and services are defined as those support programs administered by GSA and prescribed in the Federal Property Management Regulations (FPMR), 41 CFR Parts 101-26—Procurement Sources and Program, 101-39—Interagency Fleet Management Systems (GSA Fleet), 41 CFR Part 101-42, Disposition of Personal Property with Special Handling Requirements, the Federal Management Regulation (FMR), 41 CFR Parts 102-35 through 102-42 —Utilization and Disposal Programs, 102-117—Transportation Management, and the Federal Travel Regulation (FTR), 41 CFR Part 301-73 -- Travel Programs.
6. **Authority to use GSA sources of supply and services.** The authority to use GSA sources of supply and services is established by statute or regulation (see paragraph 7).

7. Eligible activities. Organizations are eligible to use GSA sources of supply and services pursuant to 40 U.S.C. §§ 501 - 502 or other statutory authority; however, some organizations may be eligible to use only specific GSA sources of supply or services. In addition, although an organization may be eligible to use GSA sources of supply, particular sources may not be accessible due to limits of supply sources or geographical constraints. For example, in the case of GSA Fleet, it may not be practical for GSA to make certain sources of supply available. In addition, the terms of a specific contract may not permit participation by otherwise eligible organizations.

a. Executive agencies. 40 U.S.C. § 501, Services for executive agencies, authorizes the Administrator to procure and supply personal property and non-personal services for executive agencies to use in the proper discharge of their responsibilities, and perform functions related to procurement and supply including contracting, inspection, storage, issue, property identification and classification, transportation and traffic management, management of public utility services, and repairing and converting. Executive agencies include:

(1) Executive departments. Cabinet departments are defined in 5 U.S.C. § 101 and are listed in Appendix A.

(2) Wholly owned Government corporations. Corporations wholly owned by the Government are defined in 31 U.S.C. § 9101(3). To the extent that GSA has determined that wholly owned Government corporations not defined in 31 U.S.C. § 9101(3) are eligible to use GSA sources of supply and services, such determinations are listed in Appendix A.

(3) Independent establishments in the executive branch of the Government. Independent establishments in the Executive branch are generally defined by 5 U.S.C. § 104. However, it is often necessary to consult specific statutes, legislative histories, and other references to determine whether a particular establishment is within the executive branch. To the extent that GSA has made such determinations, the organizations qualifying under this authority are included in Appendix A.

b. Other Federal agencies, mixed-ownership Government corporations, the District of Columbia, qualified nonprofit agencies for the blind or other severely handicapped individuals for use in making or providing an approved commodity or service to the Government, and state and local governments for certain Federal Supply Schedule purchases. 40 U.S.C. § 502, Services for other entities, authorizes the Administrator to provide access to GSA sources of supply (or limited authorizations in some cases) to these organizations upon request. 40 U.S.C § 602 authorizes the Administrator to furnish GSA Fleet motor vehicles and related services to Federal agencies, mixed-ownership Government corporations, or the District of Columbia.

(1) Other Federal agencies. These are Federal agencies as defined in 40 U.S.C. § 102(5) that are not in the executive branch of the Government, i.e., any establishment in the legislative or judicial branch of the Government. However, the Senate, the House

of Representatives, and the Architect of the Capitol and any activities under his direction are not Federal Agencies for purposes of this definition (see ¶ 7.c below). To the extent that GSA has made such determinations, the organizations qualifying under this authority are listed in Appendix B.

(2) Mixed-ownership Government corporations. These are identified in 31 U.S.C. § 9101(2). To the extent that GSA has determined that mixed-ownership Government corporations not defined in 31 U.S.C. § 9101(2) are eligible to use GSA sources of supply and services, such determinations are listed in Appendix B.

(3) District of Columbia. The Government of the District of Columbia is eligible to use GSA sources of supply and services pursuant to 40 U.S.C. § 502(a)(3) and 40 U.S.C. § 602(c), the latter pertaining to GSA Fleet motor vehicles and related services. The Government of the District of Columbia and those parts thereof that have been determined eligible to use GSA sources of supply and services are listed in Appendix B.

c. The Senate, the House of Representatives, and activities under the direction of the Architect of the Capitol. These organizations are eligible to use GSA sources of supply and services under 40 U.S.C. § 113(d) upon request. To the extent that GSA has made such determinations, the organizations qualifying under this authority are listed in Appendix B.

d. Other organizations authorized under the authority of 40 U.S.C. §§ 501 - 502. GSA has determined that certain organizations, other than those described above, are eligible to use its sources of supply and services under the authority provided to the Administrator by 40 U.S.C. §§ 501 - 502.

(1) Cost-reimbursement contractors (and subcontractors) as properly authorized. Under 40 U.S.C. § 501, the Administrator determined that in order to promote greater economy and efficiency in Government procurement programs, contractors performing cost-reimbursement type contracts or other types of negotiated contracts, when the agency determines that a substantial dollar portion is of a cost-reimbursement nature, may be authorized to use GSA sources of supply. This authorization is reflected in Part 51 of the Federal Acquisition Regulation (FAR), which provides that agencies may authorize certain contractors (generally cost-reimbursement contractors) to use GSA sources of supply. In each case, the written authorization must conform to the requirements of FAR Part 51, Use of Government Sources by Contractors. Contractors are not eligible to obtain GSA City Pair Program contract airfares.

(2) Cost-reimbursement or fixed price contractors' use of GSA Fleet motor vehicles and related services. Subpart 51.2 of the FAR states that, if it is in the Government's interest, a contracting officer may authorize a cost-reimbursement contractor to obtain, for official purposes only, GSA Fleet motor vehicles and related services. The FAR also states that Government contractors shall not be authorized to use GSA Fleet motor vehicles and related services for use in performance of any contract other than a cost-reimbursement contract, except as otherwise specifically

approved by the Administrator at the request of the agency involved. Accordingly, any request for use of GSA Fleet vehicles and related services by other than a cost-reimbursement contractor must be requested by the agency contracting officer and approved by GSA.

(3) Fixed-price contractors (and subcontractors) purchasing security equipment. Under 40 U.S.C. § 501, the Administrator has determined that fixed-price contractors and lower-tier subcontractors who are required to maintain custody of security classified records and information may purchase security equipment from GSA. Procedures for such acquisitions are set forth in 41 CFR 101-26.507.

(4) Non-Federal firefighting organizations cooperating with the U.S. Department of Agriculture, Forest Service. Pursuant to 40 U.S.C. § 501 and 16 U.S.C. § 580a, it has been determined that certain non-Federal firefighting organizations may purchase wildfire suppression equipment and supplies from the Federal Acquisition Service (FAS). The current interagency agreement between GSA and the United States Department of Agriculture, Forest Service that enables purchasing based on these statutory authorities is identified as FAS No. FM-IA-06-002, December 27, 2006. Note: GSA transferred product management and sourcing responsibility to the Defense Logistics Agency in 2014 (i.e., "Fire Program supplies") for approximately 300 National Stock Number products; however, eligible non-Federal firefighting organizations covered by the above-referenced statutes may continue to purchase through GSA for wildfire suppression equipment or supplies still under the Agency's purview.

(5) Tribes and tribal organizations.

(a) The Indian Self-Determination and Education Assistance Act (ISDEAA). As provided in section 102(13) of Pub. L. 103-413 (the Indian Self Determination Act Amendments of 1994), a tribal organization, when carrying out a contract, grant or cooperative agreement under the Indian Self-Determination and Education Assistance Act, is deemed an executive agency for purposes of 40 U.S.C. § 501 (See 25 U.S.C. § 450j(k). Additionally, each Indian tribe or tribally designated housing entity and each employee of the Indian tribe or tribally designated housing entity shall have access to sources of supply on the same basis as employees of an executive agency. If the self-determination contract contains a provision authorizing interagency motor pool vehicles and related services, as provided in Section 103 of the Indian Self-Determination Act Amendments of 1994, the tribe or tribal organization is eligible to use GSA Fleet motor vehicles and related services, if available (See 25 U.S.C. § 450l). Authorization to use GSA sources of supply under the authority cited in this paragraph does not include purchases for resale unless the contract, grant, cooperative agreement, or funding agreement authorizes such activity. Information on the authority for resale must be provided to GSA, and based on that information, GSA must concur.

(b) The Native American Housing Assistance and Self-Determination Act (NAHASDA). As provided in section 101 of Pub. L. 110-411 (the Native American Housing Assistance and Self-Determination Reauthorization Act of 2008), for purposes

of 40 U.S.C. § 501, each Indian tribe or tribally designated housing entity shall be considered to be an executive agency in carrying out a program, service, or other activity under a block grant pursuant to NAHASDA; and each tribe or tribally designated housing entity shall have access to sources of supply on the same basis as employees of an executive agency (see 25 U.S.C. § 4111 (j)). Authorization to use GSA sources of supply under the authority cited in this paragraph does not include purchases for resale unless the block grant authorizes such activity. Information on the authority for resale must be provided to GSA, and based on that information, GSA must concur.

(6) Use of Certain Federal supply schedules by state and local Governments. State and local governments have access to GSA sources of supply, as detailed below. State or local government, defined at 40 U.S.C. § 502(c)(3), includes any state, local, regional, or tribal government, or any instrumentality thereof (including any local educational agency or institution of higher education). In any case of the use by a state or local government of a Federal Supply Schedule, participation by a firm that sells to the Federal Government through its Federal supply schedule contract shall be voluntary with respect to a sale to the state or local government under that contract.

(a) Cooperative Purchasing. Pursuant to 40 U.S.C. § 502(c), the Administrator may provide for the use by state or local governments of Schedule 70 and Schedule 84 for supplies and services available under those Federal supply schedules.

(b) Disaster Purchasing Program. As provided in 40 U.S.C. § 502(d), the Administrator may provide for the use of Federal Supply Schedules by state or local governments for the purchase of products and services to be used to facilitate recovery from major disasters declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, to facilitate disaster preparedness or response, or to facilitate recovery from terrorism, or nuclear, biological, chemical, or radiological attack.

(c) 1122 Program. 10 U.S.C. § 381 allows for the purchase of equipment suitable for counter-drug, homeland security, and emergency response activities through the Department of Defense. GSA maintains the catalog of available products under this program.

(d) Public Health Emergencies. State, local, territorial, and tribal governments may access Federal Supply Schedules as authorized users for goods and services when expending Federal grant funds in response to Public Health Emergencies declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act, codified at 42 U.S.C. § 247d.

(7) The American National Red Cross. As provided for in section 2 of Pub. L. 111-263, the Federal Supply Schedules Usage Act of 2010, codified at 40 U.S.C. § 502(e), the American National Red Cross in furtherance of its purposes set forth in 36 U.S.C. § 300102 is authorized to access Federal Supply Schedules. Authorization to

use Federal Supply Schedules under the authority cited in this paragraph does not include purchases for resale.

(8) Other Qualified Organizations. Under the Federal Supply Schedules Usage Act of 2010, 40 U.S.C. § 502(e), the Administrator may provide for the use by other qualified organizations, to include the National Voluntary Organizations Active in Disaster (NVOAD), of Federal Supply Schedules. Purchases under this authority by other qualified organizations shall be used in furtherance of purposes determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency. This authority may not be used to purchase supplies for resale. The term "qualified organization" means a relief or disaster assistance organization as described in section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5152).

e. Other statutes. Other statutes authorize specific organizations to use GSA sources of supply and services. The organizations that have had eligibility reviews conducted and that have been determined eligible to use GSA sources of supply are listed in Appendix B or Appendix C, as appropriate. The major categories of such organizations include:

(1) Certain institutions. The following activities are eligible to use GSA sources of supply and services and are listed in Appendix B:

- (a) Howard University (20 U.S.C. § 130)
- (b) Gallaudet College [University] (20 U.S.C. § 4362)
- (c) National Institute for the Deaf (20 U.S.C. § 4362) and
- (d) American Printing House for the Blind (20 U.S.C. § 106).

(2) Governments authorized under 48 U.S.C. § 1469e. As provided in 48 U.S.C. §1469e, the governments of the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and the United States Virgin Islands are eligible to use GSA sources of supply and services. These governments are listed in Appendix B.

(3) Entities authorized under the Foreign Assistance Act (FAA). Section 607 of the Foreign Assistance Act of 1961, as amended, 22 U.S.C. § 2357, provides that the President may authorize friendly countries, international organizations, the American Red Cross, and voluntary nonprofit relief agencies to use GSA sources of supply and services when determined consistent with and in furtherance of the international development goals of the FAA. The President delegated his authority to make relevant Section 607 determinations under the FAA to the U.S. Agency for International Development (USAID). Entities determined eligible under this authority are listed in Appendix C. Purchases are limited to those for civilian use only.

(4) Non-appropriated fund activities. FPMR 101-26.000 provides that certain civilian and military commissaries and non-appropriated fund activities may use GSA sources of supply and services for their own use, not for resale, unless otherwise authorized by the individual Federal agency and GSA has concurred.

8. Ineligible activities. Except for the acquisition of excess personal property through sponsoring agencies, which is governed by FMR 102-36.185 - 102-36.205 and not this GSA Order, or in accordance with paragraph 7.d(6)(d) above regarding state and local governments expending Federal grant funds in response to Public Health Emergencies, Federal grantees are ineligible to use GSA sources of supply and services. In addition, a cost-reimbursement contractor cannot transfer procurement authorization to a third party.

9. Travel and transportation.

a. Persons. Organizations seeking to use GSA sources of supply and services for travel-related services and transportation of persons must obtain a separate determination for the requested service(s). This is necessary to determine whether the requesting entity is eligible under the language of the specific contract(s); e.g., travel management services, travel charge card services, and air passenger transportation.

b. Goods. An organization seeking to use GSA sources of supply for transportation of goods pursuant to a contract entered into under the FAR may do so if the requesting entity is eligible under the language of the specific contract(s); e.g., express small package delivery, express heavyweight delivery services. As a general matter, transportation under GSA's tenders of service entered into under 49 U.S.C. § 13712 or similar statutes governing common carriage are limited to transportation for the Federal Government. Thus, an entity that is not part of the Federal Government may not use these tenders of service.

10. Excess, surplus, and forfeited property. The eligibility of organizations to obtain supplies and services through GSA's personal property utilization and disposal programs is not governed by this GSA Order.

11. Determination of eligibility. Organizations other than those covered in the appendices to this GSA Order may be eligible to use GSA sources of supply and services. Organizations requesting an eligibility determination should submit a request by mail to the U.S. General Services Administration, Office of Government-wide Policy, Office of Acquisition Policy (MV), 1800 F St. NW, Suite 2200, Washington, DC 20405, or by email to spe.request@gsa.gov. Include in the request the name and contact number of the entity or organization with applicable supporting documentation and any separate statutory authority that may exist, for GSA's analysis and determination.

Appendix A: Executive Agencies

The following have been determined to be "executive agencies," or parts thereof, for the purpose of using GSA sources of supply and services. This list is not all-inclusive; other agencies may be eligible, and GSA will make an eligibility determination on a case-by-case basis in response to requests received. (See paragraph 11). Listed here are major executive agencies and their components for which inquiries have been received.

Advisory Council on Historic Preservation
Agency for International Development
Agriculture, Department of
Air Force, Department of
American Battle Monuments Commission
Armed Forces Retirement Home
Army Corps of Engineers
Army, Department of
Bonneville Power Administration
Bureau of Land Management
Central Intelligence Agency
Christopher Columbus Fellowship Foundation
Commerce, Department of
Commission on Civil Rights
Commission on Fine Arts
Commodity Credit Corporation
Commodity Futures Trading Commission
Consumer Products Safety Commission
Corporation for National and Community Service
Defense, Department of
Defense agencies and Joint Service Schools
Defense Nuclear Facilities Safety Board
Education, Department of
Energy, Department of
Environmental Protection Agency
Equal Employment Opportunity Commission
Executive Office of the President
Export-Import Bank of the United States
Farm Credit Administration
Federal Communications Commission
Federal Election Commission
Federal Emergency Management Agency
Federal Labor Relations Authority
Federal Maritime Commission
Federal Trade Commission
Forest Service, U.S.
General Services Administration
Government National Mortgage Association

Harry S. Truman Scholarship Foundation
Health and Human Services, Department of
Homeland Security, Department of
Housing and Urban Development, Department of
Interagency Council on the Homelessness
Inter-American Foundation
Interior, Department of the
International Boundary and Water Commission, United States Section
James Madison Memorial Fellowship Foundation
Justice, Department of
John F. Kennedy Center for the Performing Arts
Labor, Department of
Merit Systems Protection Board
Millennium Challenge Corporation
Morris K. Udall Scholarship and Excellence in National Environment Policy Foundation
National Aeronautics and Space Administration
National Archives and Records Administration
National Credit Union Administration (not individual credit unions)
National Council on the Handicapped [National Council on Disability]
National Endowment for the Arts
National Endowment for the Humanities
National Labor Relations Board
National Science Foundation
National Transportation Safety Board
Navy, Department of
Nuclear Regulatory Commission
Nuclear Waste Technical Review Board
Occupational Safety and Health Review Commission
Office of Personnel Management
Office of Special Counsel
Overseas Private Investment Corporation
Peace Corps
Pension Benefit Guaranty Corporation
Postal Regulatory Commission
Presidio Trust, the
Railroad Retirement Board
Securities and Exchange Commission
Selective Service System
Small Business Administration
Smithsonian Institution
Social Security Administration
State, Department of
Tennessee Valley Authority
Trade and Development Agency
Transportation, Department of
Transportation Security Administration

Treasury, Department of
U.S. Arms Control and Disarmament Agency
U.S. Secret Service
U.S. International Trade Commission
U.S. Navy Medical Research Unit
U.S. Postal Service
Veterans Affairs, Department of

Appendix B: Other Eligible Users

The following have been determined to be eligible to use GSA sources of supply and services, in addition to the organizations listed in appendixes A and C. This list is not all-inclusive; other organizations may be eligible to use GSA sources of supply and services. GSA will make an eligibility determination on a case-by-case basis in response to requests received. (See paragraph 11).

Access Board, United States
Administrative Office of the U.S. Courts
American Printing House for the Blind
American National Red Cross
American Samoa, Government of
Architect of the Capitol
Arctic Research Commission, U.S.
Army and Air Force Exchange Service
Chemical Safety and Hazard Investigation Board
Civil Air Patrol
Coast Guard Auxiliary (through the U.S. Coast Guard)
Committee for Purchase From People Who Are Blind or Severely Disabled (operating as U.S. AbilityOne Commission)
Contractors and subcontractors - cost reimbursement (as authorized by the applicable agency's contracting official)
Contractors and subcontractors - fixed price (security equipment only when so authorized by the applicable agency's contracting official)
Courts, District of Columbia
Courts, Federal (not court reporters)
Delaware River Basin Commission
Denali Commission
District of Columbia, Government of
District of Columbia, Public Schools
District of Columbia, Pretrial Services Agency/Public Defenders
Eisenhower Exchange Fellowship
Election Assistance Commission, U.S.
Farm Credit Banks (AgFirst FCB, AgriBank FCB, CoBank ACB, Farm Credit Bank of Texas)
Federal Coordinator for the Alaska Natural Gas Transportation Project
Federal Deposit Insurance Corporation
Federal Financial Institutions Examination Council
Federal Home Loan Banks
Federal Reserve Board of Governors
Firefighters, Non-Federal (as authorized by the Forest Service, U.S. Department of Agriculture)
Gallaudet College [University]
Government Printing Office
Guam, Government of

House of Representatives, U.S.
Howard University (including hospital)
Institute of Peace, U.S.
Japan-United States Friendship Commission
Land Grant Institutions (as cost-reimbursement contractors)
Legal Services Corporation (not its grantees)
Library of Congress
Marine Mammal Commission
Medicare Payment Advisory Commission
National Capital Planning Commission
National Gallery of Art
National Guard Activities (only through U.S. Property and Fiscal Officers)
National Railroad Passenger Corporation (AMTRAK)
National Technical Institute for the Deaf
Navajo and Hopi Indian Relocation, Office of
Neighborhood Reinvestment Corporation
Non-appropriated fund activities (not for resale)
Northern Mariana Islands, Government of the Commonwealth of the
Public Interest Declassification Board
Puerto Rico, Government of the Commonwealth of
Regional Fishery Management Councils, U.S.
St. Elizabeth's Hospital
Senate, U.S.
South Atlantic Fishery Management Council
John C. Stennis Center for Public Service
Susquehanna River Basin Commission
U.S.-China Economic Security Review Commission
Tax Court, U.S.
Vietnam Education Foundation
Virgin Islands, Government of (including Virgin Islands Port Authority)
Washington Metropolitan Area Transit Authority (METRO)

**Appendix C: International Organizations and Others Determined Eligible
under Section 607 of the Foreign Assistance
Act**

The following have been determined to be eligible to use GSA sources of supply and services, in addition to the organizations listed in appendixes A and B. This list is not all-inclusive; other entities may also be eligible to use GSA sources of supply and services. In accordance with Section 607 of the Foreign Assistance Act, USAID will make an eligibility determination on a case-by-case basis in response to requests received.

NOTE: Organizations included in this Appendix C have a limited authorization to access GSA sources of supply, namely for purchases consistent with and in furtherance of the international development goals of the Foreign Assistance Act. (See paragraph 7.e.(3)).

African Development Fund
American Red Cross
Asian Development Bank
Counterpart Foundation, Inc.
Customs Cooperation Council
European Space Research Organization
Food and Agriculture Organization of the United Nations
Great Lakes Fishery Commission
Inter-American Defense Board
Inter-American Development Bank
Inter-American Institute of Agriculture Sciences
Inter-American Investment Corporation
Inter-American Statistical Institute
Inter-American Tropical Tuna Commission
Intergovernmental Maritime Consultative Organization
Intergovernmental Committee for European Migration
International Atomic Energy Agency
International Bank of Reconstruction and Development (WORLD BANK)
International Boundary Commission-United States and Canada
International Boundary and Water Commission-United States and Mexico
International Center for Settlement of Investment Disputes
International Civil Aviation Organization
International Coffee Organization
International Cotton Advisory Committee
International Development Association
International Fertilizer Development Center
International Finance Corporation
International Hydrographic Bureau
International Institute for Cotton
International Joint Commission-United States and Canada
International Labor Organization
International Maritime Satellite Organization
International Monetary Fund

International Pacific Halibut Commission
International Pacific Salmon Fisheries Commission-Canada
International Secretariat for Volunteer Services
International Telecommunications Satellite Organization
International Telecommunications Union
International Wheat Council
Iraqi Ministry of Housing and Construction
Lake Ontario Claims Tribunal
Multinational Force and Observers
Multinational Investment Guarantee Agency (MIGA)
North Atlantic Treaty Organization (NATO)
Organization of African Unity
Organization of American States
Organization for Economic Cooperation and Development
Pan American Health Organization
Radio Technical Commission for Aeronautics
South Pacific Commission
United International Bureau for the Protection of Intellectual Property
United Nations
United Nations Educational, Scientific, and Cultural Organization
Universal Postal Union
World Health Organization
World Intellectual Property Organization
World Meteorological Organization
World Tourism Organization

CITY COMMISSION REGULAR MTG

(8) (c)

Meeting Date: 08/07/2019

2019-071 Pre-Event Disaster Debris Clearance and Removal Service

Submitted For: Debbie Gurka, Administration

Submitted By: Debbie Gurka,
Administration

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Approve and award RFP No. 2019-071 Pre-Event Disaster Debris Clearance and Removal Services Contract.

BACKGROUND

On June 11, 2019 RFP # 2019-071 Pre-Event Disaster Debris Clearance and Removal Services packets were mailed/mailed to vendors.

After reviewing and scoring the submitted proposals opened on Wednesday, June 17, 2019 at 2:00 p.m., it is the recommendation of Tom Munoz, Director of Emergency to award contract to:

T.F.R. Enterprises, Inc.
601 Leader Drive
Leander, Texas 78641

TFR is a national disaster and debris management corporation based in Leander, Texas.

ANALYSIS

ALTERNATIVES CONSIDERED

The alternative bidder is Crowder Gulf, Theodore, Alabama.

Fiscal Impact

Attachments

Letter of Recommendation

CITY OF TEXAS CITY, TEXAS

OFFICE OF EMERGENCY MANAGEMENT • OFFICE: (409) 643-5850



**Mayor:
Matthew T. Doyle**

**Commissioners:
Phil Roberts
Bruce Clawson
Earl Alexander
Abel Garza, Jr.
Dorthea Jones
Jami Clark**

July 31, 2019

City of Texas City Commission

RE: Letter of Recommendation for award of proposal.

Mayor and Commissioners:

After reviewing and scoring the submitted proposals opened on July 17, 2019 at 2:00 p.m. for the 2019-071 Pre-event Disaster Debris Clearance and Removal Services the Selection Review Committee recommends awarding and entering into a contract with the following:

T.F.R Enterprises, Inc.
601 Leander Drive
Leander, Texas 78641

TFR Enterprises is a national disaster and debris management corporation based in Leander, Texas.

Thank you,

A handwritten signature in black ink, appearing to read 'Thomas Munoz', is written over a faint, larger version of the same signature.

Thomas Munoz
Director of Emergency Management

"QPS - Quality Public Service"

CITY COMMISSION REGULAR MTG

(8) (d)

Meeting Date: 08/07/2019

2019-067 PERSONNEL PROTECTIVE EQUIPMENT, FIRE HOSE, NOZZLES AND RELATED EQUIPMENT- VENDOR CHANGE

Submitted For: Debbie Gurka, Administration

Submitted By: Debbie Gurka, Administration

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Consider and take action on rescinding award of contract to Delta Industrial Service and Supply for Section 3, National Foam Universal Gold 1%, 3%, AR-AFF of the 2019-067 Personnel Protective Equipment, Fire Hose, Nozzles and Related Equipment Contract approved by City Commission Resolution 19-059 on July 17, 2019. (Purchasing)

BACKGROUND

On the July 17, 2019 City Commission, Resolution 19-059 was approved to award Bid # 2019-067 Personnel Protective Equipment, Fire Hose, Nozzles and Related Equipment Section 3 to Delta Industrial Service and Supply for National Foam Universal Gold 1%, 3%, AR-AFFF.

This foam is specific to the Fire Department's needs and specifications. Delta Industrial Service and Supply has informed the Fire Department the company is unable to supply the required foam.

The Fire Department is requesting to rescind award of contract to Delta Industrial Service and Supply. **No contract has been executed between the City of Texas City and Delta Industrial Service and Supply.**

The Fire Department is requesting to award Section 3: Foam Concentrate to the next responsible total bid, meeting all specifications to bidder Dooley Tackaberry, Inc.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Texas City Fire Department Memo

**Texas City Fire Department
Memorandum**

To: Debbie Gurka, Purchasing
From: Jesse Rubio, Assistant Fire Chief
Date: July 29, 2019
Re: Bid #2019-067 Personnel Protective Equipment,
Fire Hose, Nozzles and Related Equipment

Section III of Bid #2019-067 Personnel Protective Equipment Fire Hose, Nozzles and Related Equipment requires vendors to bid on National Foam Universal Gold 1%, 3%, AR-AFFF. This foam is specific to the Department's needs and specifications. Delta Industrial Services and Supply has stated that are unable to supply National Foam Universal Gold 1%, 3%, AR-AFFF. Therefore, it is my recommendation that Delta Industrial Services and Supply's award of Section 3: Foam Concentrate be rescinded and we award the bids as follows:

Section 1: Personnel Protective Equipment award to Delta Industrial Service as the lowest, responsible total bid, meeting all of these specifications to Bidder: Item 9. Basis of Award.

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

Section 3: Foam Concentrate awarded to Dooley Tackaberry Inc. as the lowest, responsible total bid, meeting all of these specifications to Bidder: Item 9. Basis of Award.

If you have any questions or desire additional information, please contact me at your earliest convenience at 409-392-2858 or 409-643-5704

Thank you,

Assistant Fire Chief Jesse Rubio
(Electronically Signed)

Authorized for Distribution:

David B. Zacherl
Fire Chief
(Electronically Signed)

CITY COMMISSION REGULAR MTG

(8) (e)

Meeting Date: 08/07/2019

Resolution Supporting an Application to TxDOT for Sidewalk Funding

Submitted For: Doug Kneupper, Transportation and Planning

Submitted By: Doug Kneupper, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Consider approval of a Resolution authorizing an application with TxDOT for the 2019 Transportation Alternatives Set-Aside Program and committing the City's 20% match for construction and TxDOT administrative review.

BACKGROUND

Earlier this year, Texas City submitted a preliminary application to TxDOT under their Transportation Alternatives Set-Aside (TASA) program. The City's project is a pedestrian facility / sidewalk along FM 1765 between Vauthier and Amburn (see attached project map). If constructed, this facility will improve pedestrian connectivity between residential areas, retail activity and public schools.

TxDOT has notified the City that our preliminary application is complete and approved and that we should submit the final application. One of the required items is a funding commitment by the applicant. This Resolution will demonstrate the City's commitment to funding the project. Our participation includes design, environmental clearance, TxDOT administration, and at least 20% of the construction cost. That total effort for the City's part is estimated to be \$60,000.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Exhibit

RESOLUTION NO. 19-075

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE 2019 TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas Department of Transportation (TxDOT) has issued the 2019 Transportation Alternatives Set-Aside Program (TASA) Call for Projects; and

WHEREAS, the City of Texas City desires to apply for TASA funding in order to construct shared-use trails and other related items in order to allow for safe and unimpeded pedestrian and bicycle access and connectivity to existing multi-use path network; and

WHEREAS, the TASA funds may be used for construction of pedestrian and/or bicycle infrastructure. The TASA funds require a local match comprised of cash plus in-kind contributions, if any. As the Project Sponsor, the City of Texas City will be responsible for all non-reimbursable costs and 100% of overruns, if any, for TASA funds; and

WHEREAS, The City of Texas City supports funding this project as described in the TASA 2019 Nomination Form (including the construction budget, the Department's 15% administrative costs, and the required local match) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City of Texas City is willing and able to enter into an agreement with TxDOT by resolution or ordinance should the project receive TASA funding.

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

SECTION 1: The CITY OF TEXAS CITY supports funding the SRTS/TASA project along FM 1765 (Texas Avenue), as described in the Local Government's 2019 TASA/SRTS Detailed Application (including the construction budget, TxDOT's administrative cost, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City of Texas City is willing and able to authorize, by resolution or ordinance, the Local Government to enter into an agreement with TxDOT should the project be selected for funding.

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 August 2019.

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

ATTEST:

Nicholas J. Finan
City Secretary

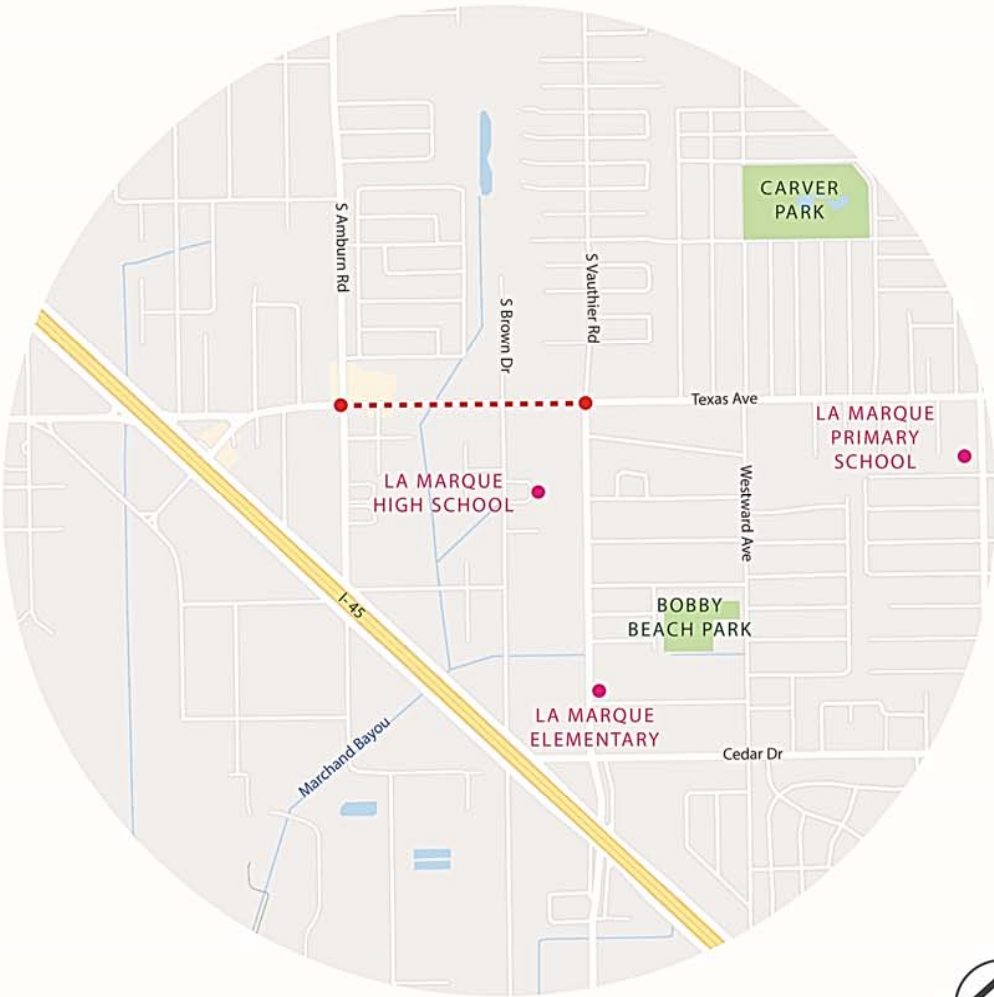
APPROVED AS TO FORM:

Russell F. Plackemeier
City Attorney

BEFORE



AFTER




LEGEND

--- PROPOSED PEDESTRIAN IMPROVEMENT

● SCHOOLS IN THE NEIGHBORHOOD

DISTANCE 0 1/4 1/2 mile

TIME 0 8 15 min



- The proposed project will construct a 6 feet wide sidewalk on new location with ADA ramps between S Amburn Rd and S Vauthier Rd.
- The project will allow for safer pedestrian facilities for the students of La Marque Primary School, La Marque Elementary School and La Marque High School.

CITY COMMISSION REGULAR MTG

(8) (f)

Meeting Date: 08/07/2019

2019-070 Oils and Lubricants Annual Contract

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award the annual contract bid # 2019-070 Oils and Lubricants.

BACKGROUND

On May 5, 2019 the request for bidders was advertised and packets were mailed out to local area vendors. Two bids were received and opened on May 30, 2019 at 10:00 a.m..

A bid tabulation and letter of recommendation are attached for your review.

ANALYSIS

The lowest responsible bid was received Apache Oil Company, LP. in Pasadena, Texas, however 2 of the 33 line items did not meet specification. The Fleet Service Manager reviewed both bids and recommended that it is in the City's best interest to award the bid to Apache Oil Company, LP. for the unit prices bid, with the exception of items 10 and 11 which did not meet our specifications. He further recommended that we award items 10 and 11 to Reladyne LLC. in Houston, Texas for the unit prices bid and that the Mayor is authorized to execute a contract on behalf of the City Commission.

A letter of recommendation is attached for your review.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A

Exhibit B

BID TABULATION

Bid #2019-070

Oils and Lubricants Annual Contract

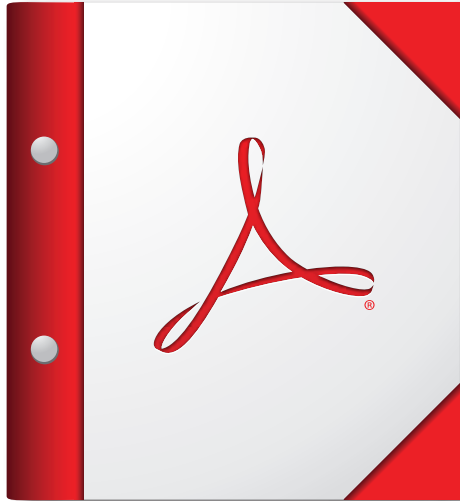
Bids Opened: Thursday, May 30, 2019 at 10:00 a.m.

#	DESCRIPTION	UNIT	EST QTY	Sun Coast Resources	Apache Oil Company	Bay Oil Company Inc.	J.A.M.	Reladyne
1	Engine Oil SAE 30W SN/GF-5 55 gallon Drum	Gallon	220	NO BID	\$2,142.80	NO BID	NO BID	\$2,747.80
2	Engine Oil SAE 30W SN/GF-5 Quart containers – 12/case	Quart	72	NO BID	\$235.44	NO BID	NO BID	\$284.40
3	Engine Oil 5W30 SN/GF-5 55 gallon Drum	Gallon	110	NO BID	\$735.90	NO BID	NO BID	\$1,100.00
4	Engine Oil 5W30 SN/GF-5 Quart containers – 12/case	Quart	72	NO BID	\$149.04	NO BID	NO BID	\$222.60
5	Engine Oil SAE 10W30 SN/GF-5 Quart containers 12/case	Quart	72	NO BID	\$149.04	NO BID	NO BID	\$218.52
6	Engine Oil SAE 5W 30 Synthetic SN/GF-5 Quart containers 12/case	Quart	72	NO BID	\$284.40	NO BID	NO BID	\$521.64
7	Engine Oil SAE 10W 30 API CK-4	Gallon	60	NO BID	\$883.20	NO BID	NO BID	\$871.20
8	Engine Oil SAE 10W40 API/ CK-4 - 55 gallon Drum	Gallon	60	NO BID	\$519.00	NO BID	NO BID	\$814.20
9	Engine Oil SAE 5W30 SN/GF-5 Dexos 55 Gallon Drum	Gallon	220	NO BID	\$2,879.00	NO BID	NO BID	\$2,541.00
10	Engine Oil SAE 15W40 API CK-4 / 55 Gallon Drum	Gallon	2000	NO BID	\$14,680.00	NO BID	NO BID	\$22,240.00
11	EP Gear Lubricant ISO 220 55 Gallon Drum	Pound	275	NO BID	\$553.85 NOT TO SPEC	NO BID	NO BID	\$654.50
12	EP Gear Lubricant ISO 220 35 Pound Pail	Pound	200	NO BID	\$428.20 NOT TO SPEC.	NO BID	NO BID	\$494.00
13	Gear Lubricant SAE 80W90 – GL5 / 35 Pound Pail	Pound	100	NO BID	\$160.90	NO BID	NO BID	\$222.00
14	Gear Lubricant SAE 80W90 – GL5 / 120 Pound Drum	Gallon	720	NO BID	\$1,238.40	NO BID	NO BID	\$1,720.80

#	DESCRIPTION	UNIT	EST QTY	Sun Coast Resources	Apache Oil Company	Bay Oil Company	J.A.M	Reladyne
15	Gear Lubricant SAE 85W140 – GL5 / 120 Pound Drum	Gallon	720	NO BID	\$1,850.40	NO BID	NO BID	\$1,720.80
16	Hydraulic Oil AW32 5 Gallon Pail	Gallon	50	NO BID	\$355.50	NO BID	NO BID	\$423.50
17	Hydraulic Oil AW46 55 Gallon Drum	Gallon	220	NO BID	\$1,496.00	NO BID	NO BID	\$1,678.60
18	Hydraulic Oil AW46 Bulk	Gallon	2000	NO BID	\$10,980.00	NO BID	NO BID	\$13,300.00
19	Hydraulic Oil AW68 5 Gallon Pail	Gallon	25	NO BID	\$184.00	NO BID	NO BID	\$211.75
20	Tractor Hydraulic Fluid 55 Gallon Drum	Gallon	770	NO BID	\$7,838.60	NO BID	NO BID	\$8,562.40
21	Transmission Drivetrain Oil SAE 30W 55 gallon Drum	Gallon	55	NO BID	\$631.40	NO BID	NO BID	\$766.15
22	Transmission & Drivetrain Oil SAE 50W 55 Gallon Drum	Gallon	220	NO BID	\$2,853.40	NO BID	NO BID	\$3,119.60
23	Transmission Fluid Mercon/Dexron III 55 Gallon Drum	Gallon	220	NO BID	\$2,345.20	NO BID	NO BID	\$2,545.40
24	HD Synthetic ATF 5 Gallon Pail	Gallon	330	NO BID	\$7,603.20	NO BID	NO BID	\$10,787.70
25	Coolant-50/50 55 Gallon Drum	Gallon	220	NO BID	\$1,394.80	NO BID	NO BID	\$1,654.40
26	Coolant-50/50 1 Gallon Container-6/case	Gallon	120	NO BID	\$802.80	NO BID	NO BID	\$942.00
27	Extended Life Coolant 50/50 NOAT 55 Gallon Drum	Gallon	550	NO BID	\$3,608.00	NO BID	NO BID	\$5,192.00
28	Extended Life Coolant 50/50 NOAT 1 Gallon Container- 6/case	Gallon	550	NO BID	\$1,011.60	NO BID	NO BID	\$1,135.20
29	Premium Grease Lithium Complex Soap GC/LB 14 oz Carridge	Each	350	NO BID	\$944.00	NO BID	NO BID	\$1,168.00
30	Lower Bearing Grease for Pump Stations NLGI 00/120 lb Drum	Gallon	1920	NO BID	\$5,587.20	NO BID	NO BID	\$5,702.40
31	Synthetic Manual Transmission Fluid SAE 50 35 Pound Pail	Pound	350	NO BID	\$1,872.50	NO BID	NO BID	\$1,582.00

#	DESCRIPTION	UNIT	EST QTY	Sun Coast Resource	Apache Oil	Bay Oil Company	J.A.M	Reladyne
32	Hydraulic Oil HD MV 55 Gallon Drum	Gallon	200	NO BID	\$3,528.00	NO BID	NO BID	\$3,660.00
33	Engine Oil SAE 0W/20 SN/GF- 5/Dexos 1 55 Gallon Drum	Gallon	220	NO BID	\$3,029.40	NO BID	NO BID	\$2,541.00
TOTAL BID AMOUNT				NO BID	\$82,955.17	NO BID	NO BID	\$101,345.62

- Apache items 11 & 12 did not meet our specifications. All other items are well within all specifications



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CITY COMMISSION REGULAR MTG

(9) (a)

Meeting Date: 08/07/2019

Amend fiscal year 2018-2019 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. XX-XX, amending the City's fiscal year 2018-2019 budget to appropriate funds for purchase of laser scanner and accessories for Police Department. (Finance)

BACKGROUND

As referenced in Resolution 19-072, the Police Department is purchasing a 3D laser scanner and related accessories at a cost of \$97,598.10.

This will be funded from the Drug Confiscation Fund.

ANALYSIS

Budget Amendment:

Drug Confiscation Fund (Fund 205):

Miscellaneous Equipment	\$97,598.10
Unassigned fund balance	(\$97,598.10)

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(9) (b)

Meeting Date: 08/07/2019

Amend fiscal year 2018-2019 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. XX-XX, amending the City's fiscal year 2018-2019 budget to appropriate funds for Municipal Court window area remodeling project. (Finance)

BACKGROUND

Municipal Court front desk, window area remodeling project is expected to cost \$32,712.40 (see attached documentation).

The Court Security Fund unassigned fund balance will cover the cost of this project. Budget amendment is for \$36,000, an additional \$3,287.60, in anticipation of any unexpected expenses.

ANALYSIS

Budget Amendment:

Municipal Court Security Fund (Fund 203):

Maintenance-Buildings & Grounds \$36,000.00

Unassigned fund balance (\$36,000.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Court remodel

Laura Boyd

From: Tammy Odom
Sent: Monday, July 22, 2019 1:15 PM
To: Laura Boyd
Subject: Request for Budget Amendment
Attachments: GSI Services Inc Scope of Work with Cost Summary.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Laura,

This morning Lt. Fairchild and I met with Mayor Doyle to discuss a repair and remodeling project to secure the front desk area here at the CJ Building. The Mayor approved the project and asked us to get with you regarding a budget amendment to cover the cost of the project. The money will come from the Court Security Fund and should go into line item 203-205-53540.

I have attached a copy of the Scope of Work and Cost Summary in the amount of \$32,712.40. I was thinking we should probably move \$36,000.00 just in case they find any unexpected "surprises" during the demo. What are your thoughts?

Please let me know if you additional documentation.

Thanks,
Tammy

Tammy Odom, CCM, CCCII
Court Administrator, Texas City Municipal Court
Chief Administrator, Texas City Marshals Office





Generocity Services Inc
1212 Winding Way
Friendswood, Texas 77546
(281) 250-4155 Tel. (713) 456-2812 Fax

July 19, 2019

Client: Texas City Police Department
David Fairchild
Address: 1004 9th Ave N
Texas City, Tx 77590

Re: Texas City Police Department-Front Door

PRELIMINARY DESIGN SPECIFICATION WAIVER

All designs and specifications presented herewith are preliminary and are subject to change after review of changes due to customer requests. Any costs associated with preliminary design and scope changes will be added to the final cost of the project.

SCOPE OF WORK

Provide material, labor, equipment, and supervision to complete the following:

1. Layout an area within Texas City Police Station for designated remodel work.
2. Create an 8'x8' opening.
3. Block and brick below window to match existing.
4. Install (2) bullet proof glass windows with (2) speak holes for electric communication two-way speakers.
5. Install solid surface countertop to match existing counters.
6. Install (3) three drawer cabinets with (2) pencil drawers under pass thru trays.
7. All glass glazing 15 lbs./sqft.
8. Clean-up and remove all non-hazardous job-specific trash and debris at an off-site location.

COST SUMMARY

Generocity Services, Inc. will perform the referenced repair and remodel work for the price of \$32,712.40 no sales tax.

VOLUNTARY ALTERNATES

Item #1 Two Glass Poly Clad

Provide new two glass poly clad 16lbs./sqft. in lieu of 15lbs./sqft

Add..... \$2,600.00 no sales tax.

Time of construction:

To be determined.

SERVICES & MATERIALS PROVIDED BY CLIENT/OWNER

1. Testing and abatement of asbestos and other potentially hazardous materials.
2. Pre-design testing, investigation of soils and other existing structures for engineering purposes.
3. Probing of existing grade in effort to detect subsurface obstructions, obstacles, or hazardous materials.
4. Material strength and performance testing and other quality control testing.
5. Document preparation for permit; coordinating or making application for permit; procuring any building permits or any other permits or fees that may be applicable to this project.
6. Provision of temporary toilet facilities for construction work force.
7. Provision of temporary electrical power supply for construction purposes.
8. Provision of temporary water supply for construction purposes.
9. Move, relocate, modify, repair, demolish, or otherwise alter existing facilities, materials, equipment, appliances, furnishings, installations, utilities, and/or structures that are not specifically noted within this scope of work. This includes hidden or latent conditions, undocumented structures, inconsistent soil conditions, asbestos, and other hazardous materials in order for Generocity Services to perform the required scope of work.

TECHNICAL CLARIFICATIONS

1. Components and activities specifically excluded from this proposal:
 - a. Design and/or construction of permanent site storm water detention or drainage structures.
 - b. Testing of existing concrete slabs for moisture, alkali, and other contamination. Generocity Services will not be responsible for poor performance of adhered floor coverings on moisture-laden or contaminated floor slabs.
 - c. Subsurface dewatering, or the pumping of facility leaks and spills.
2. Our proposal includes the cost of providing materials and equipment called out by model numbers within the inquiry documents. When final engineering, calculations, shop drawings, or other documentation do not support the item physical characteristics, size, shape, operational requirements, etc. required by the Client, then changes may require additional cost.
3. If any code interpretation, that may be issued by the Client, his agents, the Municipal Plan Checking Department, Code Enforcement Department, or Inspection Department results in additional or more stringent project requirements than those shown graphically on the inquiry drawings, or that is specifically named or directed within the inquiry specifications (as they relate to the drawings), the additional cost shall be assessed and passed on to the Client.

COMMERCIAL TERMS & CONDITIONS

1. Validation Period: This proposal is valid for a period of 30 calendar days after the "DATE" indicated above.
2. Material Cost Escalation: Due to the volatile and unpredictable global materials market pricing, Generocity Services, Inc. can not guarantee project-specific pricing for the validation period stated above. If material orders and required shipments are made at current pricing, we will honor the material cost. If the cost of the material increases before shipment, then the change in price will be passed on to the Client/Owner.
3. Generocity Services Inc. will not perform work changes unless authorized in writing by the Client before the work begins. All cost assessments will include the cost of tangible items and the additional costs associated with schedule delays and extensions.
4. When materials and permanent equipment that are purchased for this project are stored either on or off site as a result of delays by Client (or Owner), or the contractors, or agents of the same, progress pay requests will include these materials and equipment items for Client approval and payment within the contract pay period.
5. Generocity Services, Inc. will not be held responsible for damages to any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cables, grounding, underground utilities and other obstacles.
6. Generocity Services, Inc. will not be held responsible for personal injury from accidents resulting from encounters with any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cables, grounding, and other obstacles.
7. Downtime or delays caused by Owner and/or Client during the field construction operations shall be assessed by Generocity Services, Inc. and reimbursed by Owner and/or Client.

9. Repair costs and touch-up costs made necessary by damage caused by Owner's and/or Client's personnel will be assessed by Generocity Services Inc. and passed on to the Client.
 10. Our pricing is based on a 40-hour workweek. We have not included the cost of holiday or overtime work hours.
-

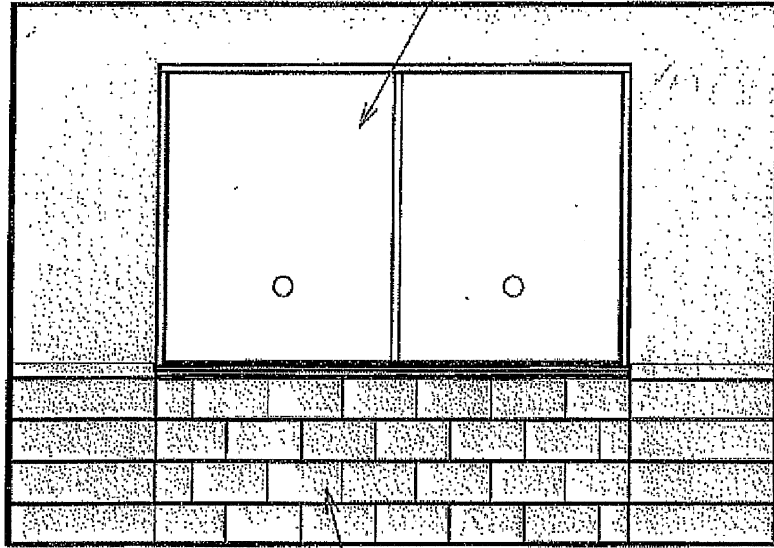
We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,

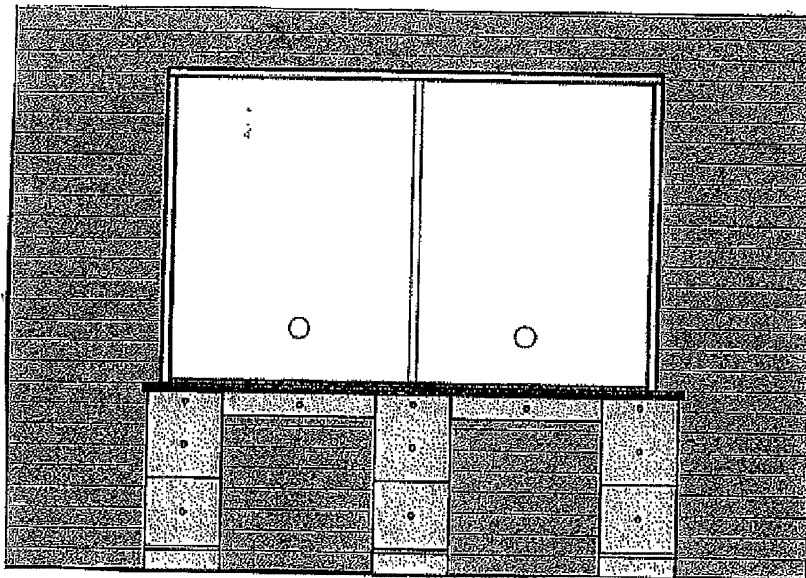
Justin James

Justin James
Project Manager
Generocity Services Inc.

NEW BULLET PROOF GLASS W/ 2
SPEAK HOLES & PASS THRU TRAYS



NEW BLOCK & BRICK TO MATCH EXISTING



CITY COMMISSION REGULAR MTG

(9) (c)

Meeting Date: 08/07/2019

Record vote on proposed tax rate for fiscal year 2019/2020

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider and take action by record vote on the proposed tax rate. (Finance)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(9) (d)

Meeting Date: 08/07/2019

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Requesting approval of Texas City Gulf Coast Reinvestment Zone No. 1 amendment to increase in size to include dock and a portion of OilTanking.

BACKGROUND

The City in May of 2017 created Texas City Gulf Coast Reinvestment Zone No. 1 to accommodate Gulf Coast Ammonia's project to build an Ammonia Plant at Eastman. The project has made changes to the original layout and includes additional partners that now include a dock and OilTanking facilities. The attachments depicts the locations of the amendments and an overall zone. The zone does not need to be contiguous as you will notice. The movement on the project is now moving more quickly. In addition, the zone is needed for TCISD to grant its proposed Chapter 313 assistance in additoin to our Chapter 312 Tax Abatement and Chapter 380 payment in lieu of taxes. See attachments from the outside Law Firm of Nichols Law Firm for more details.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance
Report

ORDINANCE NO. 19-23

AN ORDINANCE OF THE CITY OF TEXAS CITY, TEXAS, AMENDING ORDINANCE 17-32 TO AMEND AND EXPAND THE BOUNDARIES OF THE “TEXAS CITY GULF COAST REINVESTMENT ZONE NO. 1” PREVIOUSLY DESIGNATED FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT INCENTIVES; MAKING NECESSARY FINDINGS; PROVIDING FOR AN EXPIRATION DATE OF THE REINVESTMENT ZONE; RESOLVING ANY CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Texas City (“City”) previously adopted Ordinance 17-16 on May 17, 2017 whereby it designated certain areas of real property as the “Texas City Gulf Coast Reinvestment Zone No. 1” (the “Reinvestment Zone”) for commercial-industrial tax abatement purposes pursuant to Texas Tax Code Section 312.201; and

WHEREAS, the City previously adopted Ordinance 17-32 on December 6, 2017 amending Ordinance 17-16 to more particularly define the boundaries of the Reinvestment Zone originally created on May 17, 2017, according to revised legal descriptions then available for the real property constituting the Reinvestment Zone, which is depicted by Exhibit “A” attached hereto and incorporate herein; and

WHEREAS, the City complied with the publication and written notice requirements imposed by Texas Tax Code Section 312.201(d) on July 30, 2019, as demonstrated by Exhibit “B” attached hereto and incorporated herein, and thereafter conducted a public hearing during its duly noticed and open public meeting held on Wednesday, August 7, 2019 at 5:00 p.m., regarding the amendment and expansion of “Texas City Gulf Coast Reinvestment Zone No. 1”, the purpose of which was to receive public comments concerning the amendment and expansion of the Reinvestment Zone for commercial-industrial tax abatement purposes according to the surveys and site maps referenced as exhibits herein, which are based on the deeds and legal descriptions (whether by metes and bounds or coordinates) and are a matter of public record in the Galveston County Real Property Records and in the office of the City Secretary of Texas City, Texas; and

WHEREAS, the City finds the improvements proposed by Gulf Coast Ammonia, LLC (“Applicant”) according to its Application for Property Tax Abatement and Supplement dated on or about May 23, 2019 and July 1, 2019, respectively, and intended for the Reinvestment Zone made the subject of this amendment and expansion to the Reinvestment Zone are feasible and practical and would benefit the additional real property sought to be included in the Reinvestment Zone as well as the City after the expiration of a tax abatement agreement, if ever executed pursuant to Texas Tax Code Section 312.204, between the real property owners and/or lease holders constructing, maintaining or otherwise operating the Applicant’s proposed project; and

WHEREAS, the City finds that the amended and expanded Reinvestment Zone remains reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment in such Reinvestment Zone, that it will benefit the real and personal property contained therein, and will significantly contribute to and enhance the City's further economic development and long-term prosperity pursuant to Sec. 312.202(a)(6); and

WHEREAS, the City finds that the Reinvestment Zone should expire five (5) years after the date of its original designation, which occurred by Ordinance 17-16 on May 17, 2017, in accordance with Texas Tax Code Sec. 312.203.

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

Section 1. Amendment and Expansion of Reinvestment Zone Boundaries. Pursuant to Chapter 312 of Texas Tax Code, the City hereby amends Section 1 of Ordinance 17-32 which previously amended the "Texas City Gulf Coast Reinvestment Zone No. 1" for commercial-industrial tax abatement purposes and hereby expands the Reinvestment Zone's boundaries to include the following areas:

An area of real property described as a tract or parcel containing 0.7891 acres or 34,374 square feet tract of land being part of Lots 6 thru 16, Block 79 of Texas City, as depicted by the site map attached hereto as Exhibit "C-1" and incorporated herewith; and

An area of real property described as offshore lands and dock containing 19.22 acres or 837,200 square feet located southwest of Galveston Central Appraisal District ("GCAD") parcel #182510, south of GCAD parcel #372117, and north of GCAD parcel #190609 and GCAD parcel #605759, and an offshore easement running from the shoreline located at GCA parcel #182510 to the aforesaid offshore lands, as depicted by the site map attached hereto as Exhibit "C-2" and incorporated herewith; and

An area of real property described as a 154.5039-acre tract of land being part of GCAD parcel #424200, situated in Abstract 143, H.B. Littlefield Survey, Tracts 17 & 18 (17-10, Galveston County, Texas, , as depicted by the site map attached hereto as Exhibit "C-3" and incorporated herewith.

To demonstrate the expansion areas comprehensively, a site map depicting all areas described above is attached hereto as Exhibit "C-4" and incorporated herewith.

Section 2. Declaration of Eligible Property. The City of Texas City hereby declares eligible for property tax abatement all eligible real and tangible personal property for commercial-industrial development, now or thereafter located in the amended "Texas City Gulf Coast Reinvestment Zone No. 1" as authorized by the City of Texas City

guidelines and criteria for granting tax abatements in reinvestment zones and Chapter 312 of the Texas Tax Code.

Section 3. Expiration of Zone. In accordance with Sec. 312.203 of the Texas Tax Code, the “Texas City Gulf Coast Reinvestment Zone No. 1” will expire on May 17, 2022, which is five (5) years after the date of its original designation, which occurred by Ordinance 17-16 on May 17, 2017.

Section 4. Conflicts and Limited Repeal. All provisions of Ordinances 17-16 and 17-32 in conflict with the provisions of this Ordinance amending and expanding the boundaries of the Reinvestment Zone are hereby repealed, and all other provisions of Ordinances 17-16 and 17-32 not in conflict with this Ordinance shall remain in full force and effect, it being the intent that Ordinances 17-16, 17-32 and this Ordinance 19-24 concerning the designation, clarification, amendment, and/or expansion of the Reinvestment Zone be read and interpreted cumulatively for their intended purpose.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance and the City Commission declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional.

Section 6. Effective date. This Ordinance shall be effective upon its adoption.

PASSED and ADOPTED on this 7th day of August 2019.

Matthew T. Doyle, Mayor

ATTEST:

APPROVED AS TO FORM:

Nicholas Finan
City Secretary

Russell Plackemeier
City Attorney

EXHIBIT "A"

(Reinvestment Zone as approved by Ordinance 17-32 on December 6, 2017)

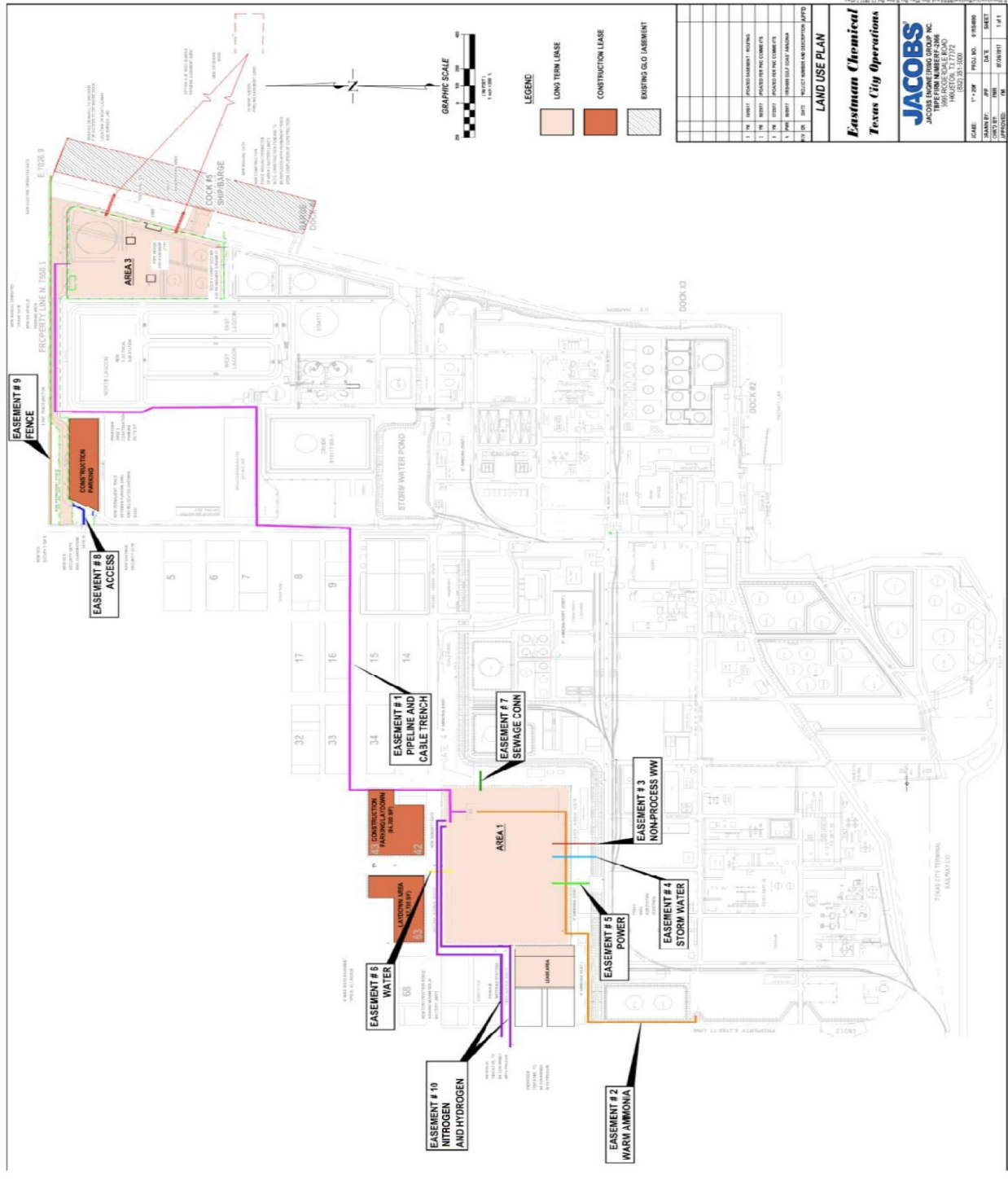


EXHIBIT "B"

Notice of Public Hearing / Notice to Presiding Officers

(Notices on separate pages)

**NOTICE OF PUBLIC HEARINGS
ON EXPANSION OF REINVESTMENT ZONE**

**TEXAS CITY GULF COAST REINVESTMENT ZONE NO. 1
TEXAS CITY, GALVESTON COUNTY, TEXAS**

WEDNESDAY, AUGUST 7, 2019 AT 5:00 PM

**CITY COMMISSION OF TEXAS CITY
KENNETH T. NUNN COUNCIL ROOM
CITY HALL**

**1801 NINTH AVENUE NORTH
TEXAS CITY, TEXAS 77590**

The City Commission of the City of Texas City, Galveston County, Texas, at the above-described date, time, and location, will conduct a public hearing to consider designating the following property as an expansion of the "Texas City Gulf Coast Reinvestment Zone No. 1" previously designated by Ordinance 17-32 in accordance with Texas Tax Code Chapter 312 of the Texas Tax Code, to wit:

A tract or parcel containing .7891 acres of 34,374 square feet tract of land being part of Lots & this 16, Block-79 of Texas City; offshore lands containing 19.22 acres or 837,200 square feet located southwest of Galveston Central Appraisal District ("GCAD") parcel #182510, south of GCAD parcel #3721117, and north of GCAD parcel #190609 grid GOAD parcel #605759; an offshore easement running from the shoreline located at GCA parcel #182510 to the aforesaid offshore lands; and a 154.5039 acre tract of land being part of GOAD parcel #424200, situated in Abstract 143, H.B. Littlefield Survey, Tracts 17 & 18 (17-10, Galveston County, Texas.

All interested parties are encouraged to attend.

Published: July 30, 2019
00475124

CHRISTOPHER L. NICHOLS
MANAGING ATTORNEY
chris@nicholsfirm.com

THE NICHOLS FIRM, PLLC

THE WARRANT BUILDING
1010 N. San Jacinto Street, Suite 100
Houston, Texas 77002
(T) 713-275-7832 | (F) 832-709-2478

July 30, 2019

The Honorable Mark A. Henry
Galveston County
722 Moody Avenue, Suite 200
Galveston, Texas 77550

VIA FIRST CLASS U.S. MAIL
VIA CMRRR #7018 1130 0002 1729 8455

Dr. Rodney Cavness, Superintendent
Texas City Independent School District
1700 Ninth Avenue N.
Texas City, Texas 77590

VIA FIRST CLASS U.S. MAIL
VIA CMRRR #7018 1130 0002 1729 8462

Dr. Warren Nichols, President
College of the Mainland
1200 Amburn Road
Texas City, Texas 77591

VIA FIRST CLASS U.S. MAIL
VIA CMRRR #7018 1130 0002 1729 8479

Re: Notice of proposed amendment and expansion of "Texas City Gulf Coast Reinvestment Zone No. 1"
Our File No. 4003.3-2019.

Gentlemen,

Pursuant to TEX. TAX. CODE SEC. 312.201(d), the City of Texas City provides this notice of a proposed amendment and expansion of the Texas City Gulf Coast Reinvestment Zone No. 1 ("Reinvestment Zone") that is located within your taxing authority's boundaries. The Reinvestment Zone was initially created by the City of Texas City by Ordinance 2017-16 adopted on May 17, 2017, and later amended and expanded by Ordinance 2017-32 adopted on December 6, 2017. The proposed amendment enlarges the current Reinvestment Zone by the areas described in the enclosed Notice of Public Hearing which was published today.

Please be advised the Texas City Commissioners will convene in a public meeting where they will hold a public hearing on Wednesday, August 7, 2019, at 5:00 p.m. at the Kenneth T. Nunn Council Room, City Hall, 1801 9th Ave. N., Texas City, Texas 77590, to hear public comments pursuant to 312.201 of the Texas Tax Code on the proposed amendment to the reinvestment zone in conjunction with a possible commercial-industrial tax abatement. The notice of public hearing will be published in the City's official newspaper today, July 30, 2019.

If you have any questions concerning this public hearing, please contact Nick Finan, Executive Director of Management Services, at (409) 643-5916.

Very truly yours,



Christopher L. Nichols

CLN/csh

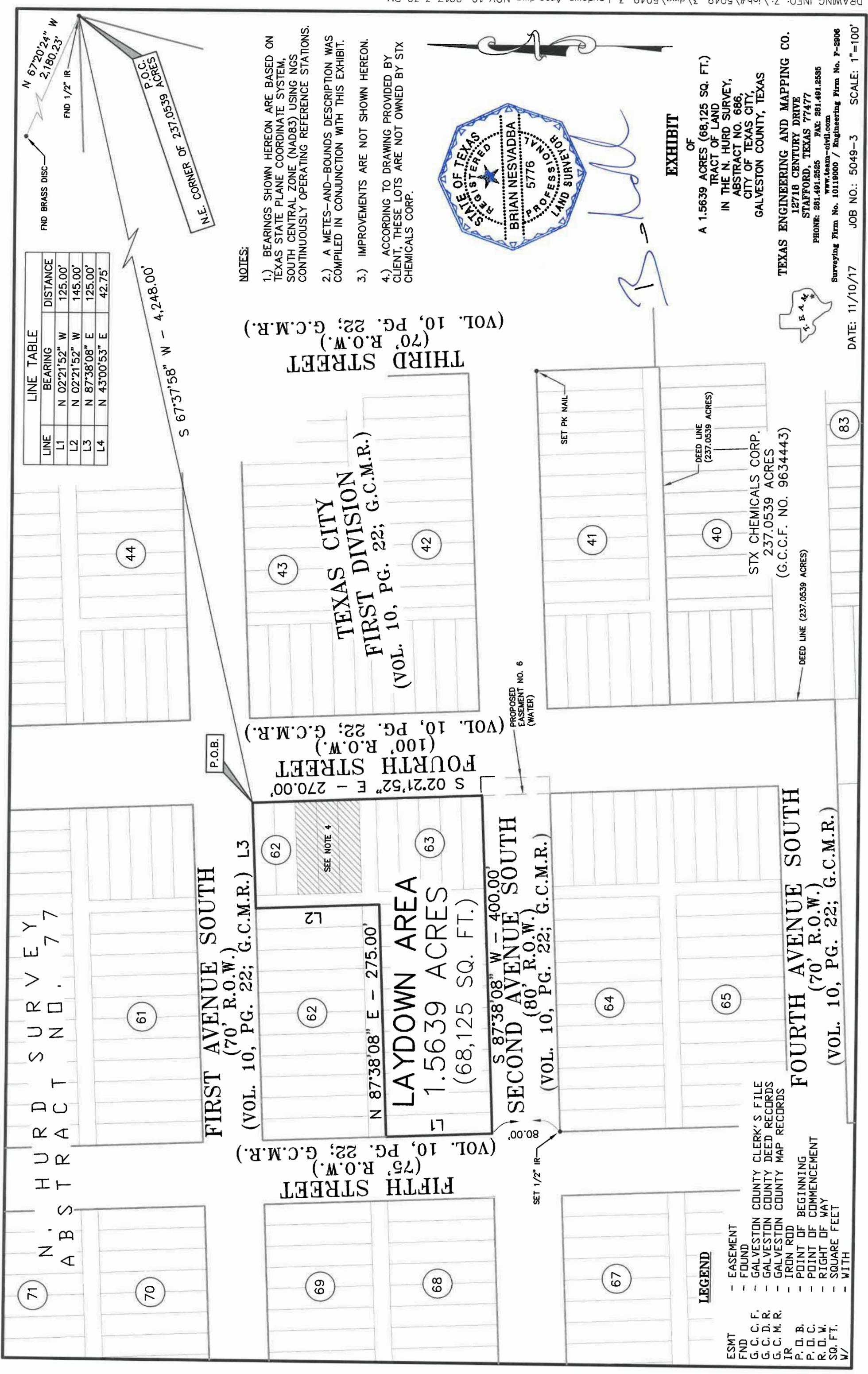
Enclosure (as stated)

cc: Nick Finan, Executive Director Management Services
Justin Herter, Office of the City Attorney
City of Texas City, Texas
(via email)

EXHIBIT "C-1"

An area of real property described as a tract or parcel containing 0.7891 acres or 34,374 square feet tract of land being part of Lots 6 thru 16, Block 79 of Texas City.

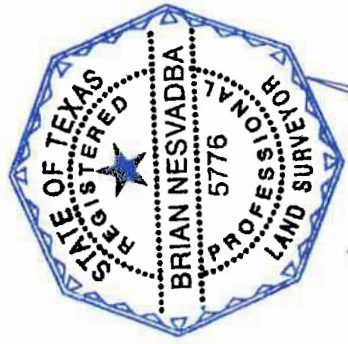
(Survey and metes & bounds description on separate pages)



LINE	BEARING	DISTANCE
L1	N 02°21'52" W	125.00'
L2	N 02°21'52" W	145.00'
L3	N 87°38'08" E	125.00'
L4	N 43°00'53" E	42.75'

NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83) USING NGS CONTINUOUSLY OPERATING REFERENCE STATIONS.
- 2.) A METES-AND-BOUNDS DESCRIPTION WAS COMPILED IN CONJUNCTION WITH THIS EXHIBIT.
- 3.) IMPROVEMENTS ARE NOT SHOWN HEREON.
- 4.) ACCORDING TO DRAWING PROVIDED BY CLIENT, THESE LOTS ARE NOT OWNED BY STX CHEMICALS CORP.



EXHIBIT

OF
 A 1.5639 ACRES (68,125 SQ. FT.)
 TRACT OF LAND
 IN THE N. HURD SURVEY,
 ABSTRACT NO. 686,
 CITY OF TEXAS CITY,
 GALVESTON COUNTY, TEXAS

TEXAS ENGINEERING AND MAPPING CO.
 12718 CENTURY DRIVE
 STAFFORD, TEXAS 77477
 PHONE: 281.491.2555 FAX: 281.491.2555
 www.team-civil.com
 Surveying Firm No. 10119000 / Engineering Firm No. P-2806



DATE: 11/10/17 JOB NO.: 5049-3 SCALE: 1"=100'

LAYDOWN AREA
 1.5639 ACRES
 (68,125 SQ. FT.)

FOURTH STREET
 (100' R.O.W.)
 (VOL. 10, PG. 22; G.C.M.R.)

FIRST AVENUE SOUTH
 (70' R.O.W.)
 (VOL. 10, PG. 22; G.C.M.R.) L3

SECOND AVENUE SOUTH
 (80' R.O.W.)
 (VOL. 10, PG. 22; G.C.M.R.)

FOURTH AVENUE SOUTH
 (70' R.O.W.)
 (VOL. 10, PG. 22; G.C.M.R.)

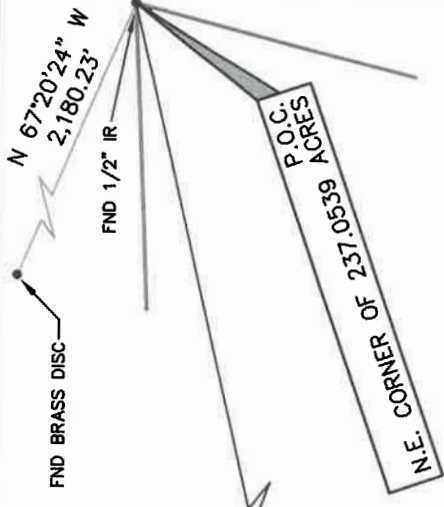
- LEGEND**
- EASEMENT
 - FND
 - GALVESTON COUNTY CLERK'S FILE
 - GALVESTON COUNTY DEED RECORDS
 - GALVESTON COUNTY MAP RECORDS
 - IRON ROD
 - POINT OF BEGINNING
 - POINT OF COMMENCEMENT
 - RIGHT OF WAY
 - SQUARE FEET
 - WITH

STX CHEMICALS CORP.
 237.0539 ACRES
 (G.C.C.F. NO. 9634443)

TEXAS CITY
 FIRST DIVISION
 (VOL. 10, PG. 22; G.C.M.R.)

THIRD STREET
 (70' R.O.W.)
 (VOL. 10, PG. 22; G.C.M.R.)

N. HURD SURVEY
 ABSTRACT NO. 77



November 10, 2017

Laydown Area

**1.5639 acres in the N. Hurd Survey, Abstract No. 77,
City of Texas City, Galveston County, Texas**

A FIELD NOTE DESCRIPTION of 1.5639 acres (68,125 square feet) of land in the N. Hurd Survey, Abstract No. 77, City of Texas City, Galveston County, Texas; said 1.5639 acre tract being a portion of Block 62 and all of Block 63, Texas City First Division, according to the map or plat recorded in Volume 10, Page 22 of the Galveston County Map Records; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on the Texas State Plane Coordinate System, South Central Zone using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 1/2-inch iron rod found for the northeast corner of a 237.0539 acre tract of land conveyed to STX Chemicals Corp., as recorded in Galveston County Clerk's File No. 963443; from which a brass disk found bears North 67° 20' 24" West — 2,180.23 feet;

THENCE, South 67° 37' 58" West — 4,248.00 feet to a point at the intersection of the south right-of-way line of First Avenue South (70 feet wide), according to the map or plat recorded in Volume 10, Page 22 of the Galveston County Map Records with the west right-of-way line of Fourth Street (100 feet wide), according to the map or plat recorded in Volume 10, Page 22 of the Galveston County Map Records for the northeast corner of said Block 63 and for the northeast corner and POINT OF BEGINNING of this tract;

THENCE, South 02° 21' 52" East — 270.00 feet with the west right-of-way line of said Fourth Street and with the east line of said Block 62 & 63 to a point at the intersection of the west right-of-way line of said Fourth Street with the north right-of-way line of Second Avenue South (80 feet wide), according to the map or plat recorded in Volume 10, Page 22 of the Galveston County Map Records for the southeast corner of said Block 63 and for the southeast corner of this tract;

THENCE, South 87° 38' 08" West — 400.00 feet with the north line of said Second Avenue South and with the south line of said Block 63 to a point at the intersection of the north right-of-way line of said Second Avenue South with the east right-of-way line of Fifth Street (75 feet wide), according to the map or plat recorded in Volume 10, Page 22 of the Galveston County Map Records for the southwest corner of said Block 63 and for the southwest corner of this tract; from which a 1/2-inch iron rod found bears South 02° 21' 52" East — 80.00 feet;

THENCE, North 02° 21' 52" West — 125.00 feet with the east right-of-way line of said Fifth Street and with the west line of said Block 63 to a point in the south line of a 20 foot wide alley, according to the map or plat recorded in Volume 10, Page 22 of the Galveston County Map Records for a northwest corner of this tract;

THENCE, North 87° 38' 08" East — 275.00 feet with the south line of said 20 foot wide alley to a point for an interior corner of this tract;

THENCE, North 02° 21' 52" West — 145.00 feet across said 20 foot wide alley and with the west line of a 15 foot wide alley, according to the map or plat recorded in Volume 10, Page 22 of the Galveston County Map Records to a point in the south right-of-way line of said First Avenue South and in the north line of said Block 62 for a northwest corner of this tract;

THENCE, North 87° 38' 08" East — 125.00 feet with the south right-of-way line of said First Avenue South and with the north line of said Block 62 to the POINT OF BEGINNING and containing 1.5639 acres (68,125 square feet) of land.

Notes: This metes-and-bounds description was written in conjunction with a survey performed on even date herewith.

COMPILED BY:
Texas Engineering And Mapping Company
Civil Engineers - Land Surveyors
Stafford, Texas
Job No. 5049-3

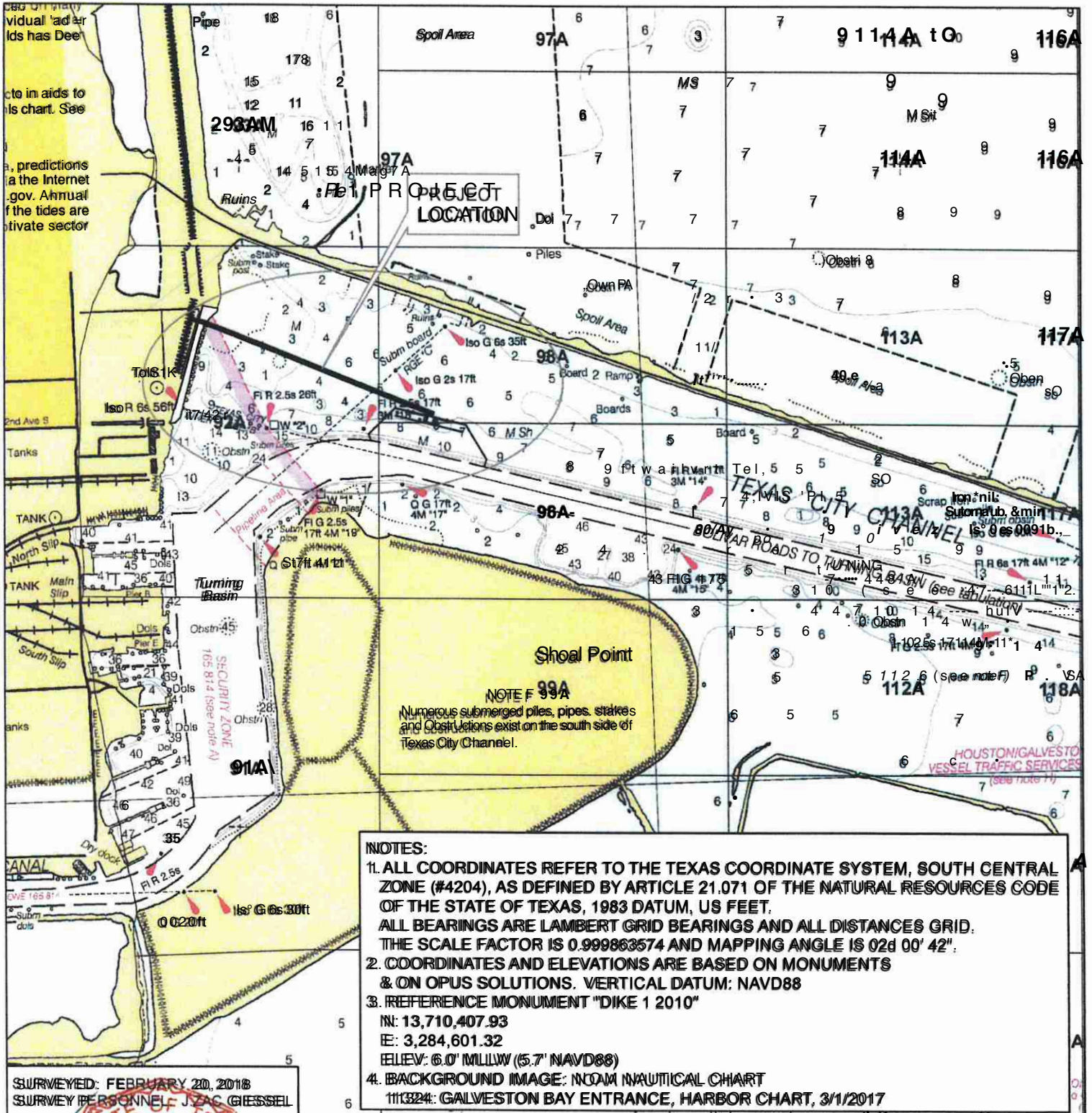



Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

EXHIBIT "C-2"

An area of real property described as offshore lands and dock containing 19.22 acres or 837,200 square feet located southwest of Galveston Central Appraisal District ("GCAD") parcel #182510, south of GCAD parcel #372117, and north of GCAD parcel #190609 and GCAD parcel #605759, and an offshore easement running from the shoreline located at GCA parcel #182510 to the aforesaid offshore lands.

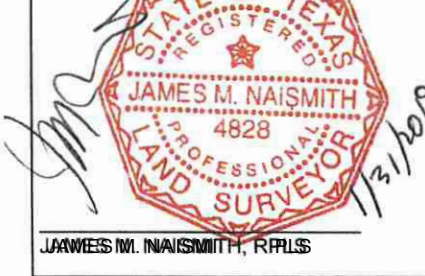
(Survey and coordinates description on separate pages)



NOTES:

1. ALL COORDINATES REFER TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (#4204), AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM, US FEET. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL DISTANCES ARE GRID. THE SCALE FACTOR IS 0.999863574 AND MAPPING ANGLE IS 02d 00' 42".
2. COORDINATES AND ELEVATIONS ARE BASED ON MONUMENTS & ON OPUS SOLUTIONS. VERTICAL DATUM: NAVD88
3. REFERENCE MONUMENT "DIKE 1 2010"
 N: 13,710,407.93
 E: 3,284,601.32
 ELEV: 6.0' MLLW (5.7' NAVD88)
4. BACKGROUND IMAGE: NOAA NAUTICAL CHART
 111324: GALVESTON BAY ENTRANCE, HARBOR CHART, 3/1/2017

SURVEYED: FEBRUARY 20, 2018
 SURVEY PERSONNEL: J.Z.C. GIESSEL



CNaismith Marine
 Hydrographic · Geophysical
 Environmental

WWW.NAISMITHMARINE.COM
 (361) 945-0248
 FIRM#10078500

NO.	DATE	REV.	
01	11/19	NEW ALIGN	

GULF COAST AMMONIA
 1815 PURDY AVENUE
 MIAMI BEACH FL 33139
 MONSANTO SURVEY - A-686
 TEXAS CITY, GALVESTON COUNTY TEXAS
 STATE SUBMERGED LAND - 92A, 98A

1" = 2,000'
 DRAWN BY: JZG

EXHIBIT A
 VICINITY MAP

DATE:
 FEB 2018

TEXAS CITY

N:13,711,228.68
E: 3,276,364.81

N:13,711,293.28
E: 3,277,895.52

N:13,708,842.92
E: 3,277,229.88

E: 3277800.00
E: 3278000.00
E: 3279000.00
E: 3280000.00
E: 3281000.00

N:13712000.00

N:13711000.00

N:13710000.00

N:13709000.00

N:13,710,407.93
E: 3,284,601.32

S 02°24'25" E
CALLED S 00°23'43" E

W 171°12'34" S
CALLED S 151°11'52" W

PIPELINE BRIDGE

STATE TRACT 92A

TEXAS CITY DIKE

CL PIPELINE CORRIDOR

STATE/PRIVATE BOUNDARY & USACE HARBOR LINE

EASTMAN CHEMICAL COMPANY

PROPOSED SHIP DOCK

TEXAS CITY SHIP CHANNEL

SURVEYED: FEBRUARY 20, 2018
SURVEY PERSONNEL: JZAC GIESSEL



JAMES M. NAISMITH, RPLS

- NOTES:
- 1) ALL COORDINATES REFER TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (#4204), 1983 DATUM, US FEET. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL DISTANCES GRID. THE SCALE FACTOR IS 0.999863574 AND MAPPING ANGLE IS 02d 00' 42".
 - 2) REFERENCE MONUMENT "DIKE 1 2010"
N: 13,710,407.93
E: 3,284,601.32
ELEV: 6.0' MLLW (5.7' NAVD88)
 - 3) A SENSITIVE RESOURCE AREA SURVEY WAS CONDUCTED BY ARCADIS U.S., INC. DURING OCTOBER OF 2016. NO OYSTER REEFS, SEAGRASS BEDS OR WETLANDS WERE FOUND WITHIN THE PROJECT AREA

Naismith Marine
Hydrographic · Geophysical
Environmental
www.naismithmarine.com
(361) 945-0248
FIRM #10078500

NO	DATE	REVISION
0	3/18	PER S.W.
1	1/19	NEW ALIGN

1"=1000'
DWN. BY: JZG
PROJECT SITE MAP

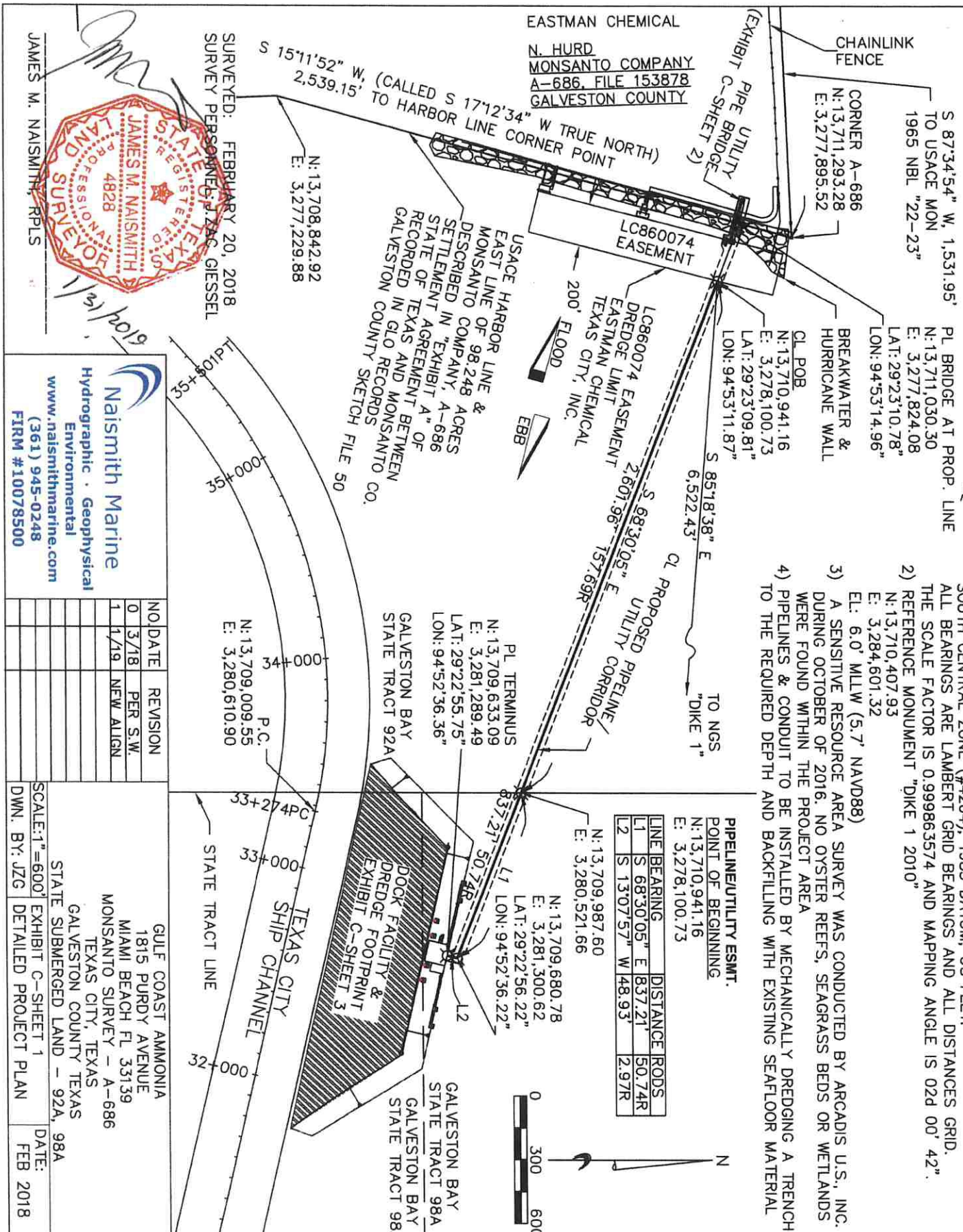
GULF COAST AMMONIA
1815 PURDY AVENUE
MIAMI BEACH FL 33139
MONSANTO SURVEY - A-686
TEXAS CITY, TEXAS
GALVESTON COUNTY TEXAS
STATE SUBMERGED LAND - 92A, 98A

DATE: FEB 2018

TEXAS CITY DIKE

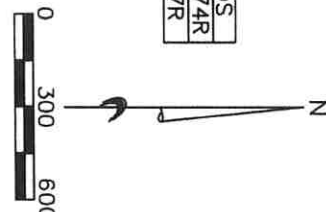
NOTES:

- 1) ALL COORDINATES REFER TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (#4204), 1983 DATUM, US FEET. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL DISTANCES GRID. THE SCALE FACTOR IS 0.999863574 AND MAPPING ANGLE IS 02d 00' 42".
- 2) REFERENCE MONUMENT "DIKE 1 2010"
 N: 13,710,407.93
 E: 3,284,601.32
 EL: 6.0' MLLW (5.7' NAVD88)
- 3) A SENSITIVE RESOURCE AREA SURVEY WAS CONDUCTED BY ARCADIS U.S., INC. DURING OCTOBER OF 2016. NO OYSTER REEFS, SEAGRASS BEDS OR WETLANDS WERE FOUND WITHIN THE PROJECT AREA
- 4) PIPELINES & CONDUIT TO BE INSTALLED BY MECHANICALLY DREDGING A TRENCH TO THE REQUIRED DEPTH AND BACKFILLING WITH EXISTING SEAFLOOR MATERIAL



PIPELINE/UTILITY ESMT.
POINT OF BEGINNING

LINE BEARING	DISTANCE RODS
L1 S 68°30'05" E 837.21	50.74R
L2 S 13°07'57" W 148.93	2.97R



SURVEYED: FEBRUARY 20, 2018
 SURVEY PERSONNEL: JZAC, GIESSEL



JAMES M. NAISMITH, RPLS

Naismith Marine
 Hydrographic · Geophysical
 Environmental
 www.naismithmarine.com
 (361) 945-0248
 FIRM #10078500

NO.	DATE	REVISION
0	3/18	PER S.W.
1	1/19	NEW ALIGN

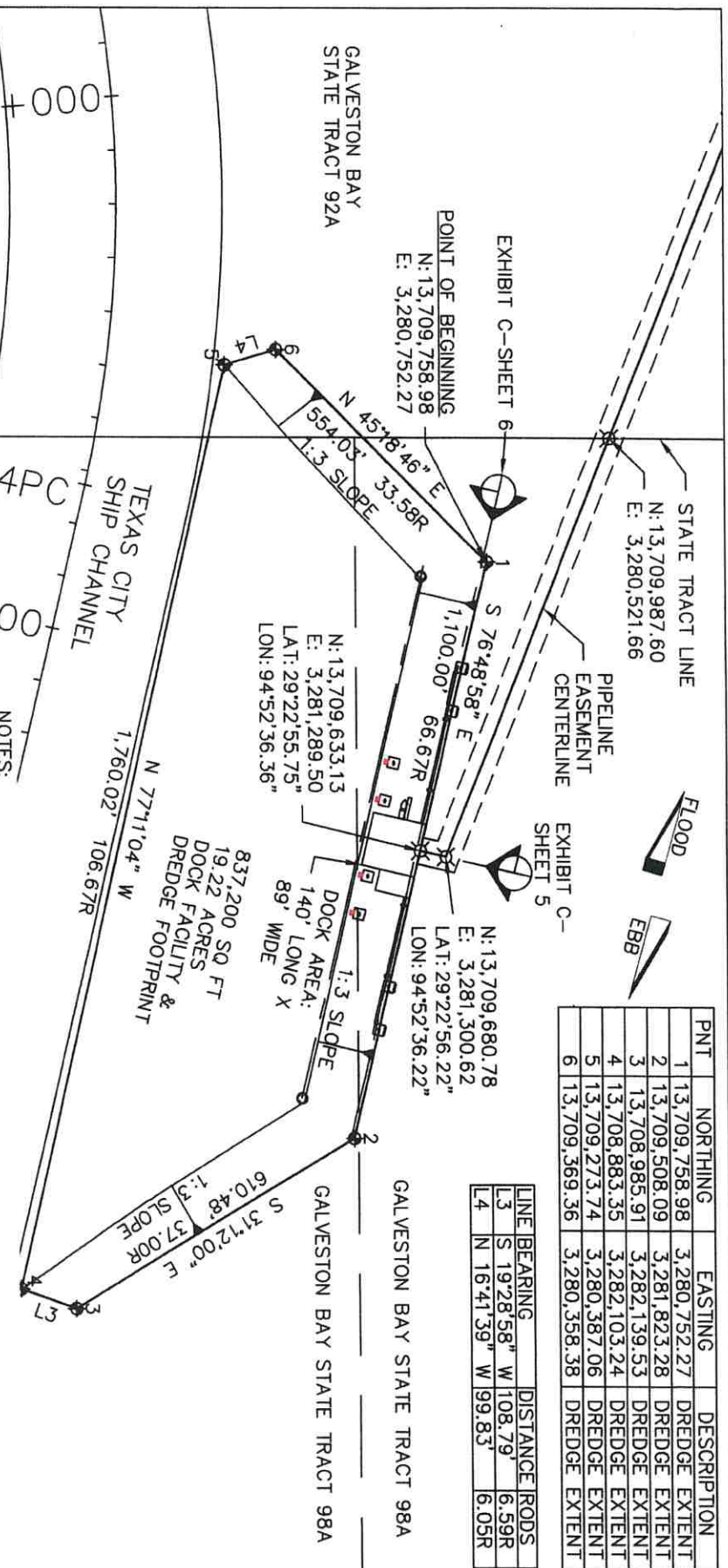
GULF COAST AMMONIA
 1815 PURDY AVENUE
 MIAMI BEACH FL 33139
 MONSANTO SURVEY - A-686
 TEXAS CITY, TEXAS
 GALVESTON COUNTY TEXAS
 STATE SUBMERGED LAND - 92A, 98A

SCALE: 1"=600' EXHIBIT C-SHEET 1
 DWN. BY: JZG DETAILED PROJECT PLAN

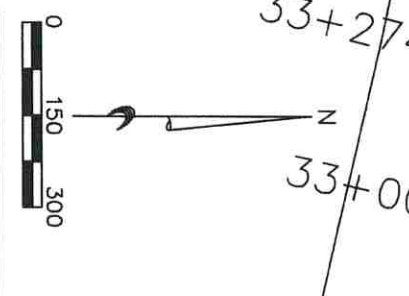
DATE: FEB 2018

PNT	NORTHING	EASTING	DESCRIPTION
1	13,709,758.98	3,280,752.27	DREDGE EXTENT
2	13,709,508.09	3,281,823.28	DREDGE EXTENT
3	13,708,985.91	3,282,139.53	DREDGE EXTENT
4	13,708,883.35	3,282,103.24	DREDGE EXTENT
5	13,709,273.74	3,280,387.06	DREDGE EXTENT
6	13,709,369.36	3,280,358.38	DREDGE EXTENT

LINE	BEARING	DISTANCE	RODS
L3	S 19°28'58" W	108.79'	6.59R
L4	N 16°41'39" W	99.83'	6.05R



- NOTES:
- 1) ALL COORDINATES REFER TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (#4204), 1983 DATUM, US FEET. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL DISTANCES GRID. THE SCALE FACTOR IS 0.999863574 AND MAPPING ANGLE IS 02d 00' 42".
 - 2) REFERENCE MONUMENT "DIKE 1 2010"
N: 13,710,407.93
E: 3,284,601.32
 - 3) UTILITIES TO BE LOCATED ON THE PIPE BRIDGE INCLUDE:
12" LIQUID AMMONIA, 6" VAPOR RETURN, 4" RECIRC. LINE, 2" NITROGEN LINE, 2" INSTRUMENT AIR LINE, (2)"4" COMM. LINE, (2)"4160V ELECTRIC LINE, 4" WATER LINE, 12" STORMWATER DRAIN LINE
 - 4) PIPELINES & CONDUIT TO BE INSTALLED BY MECHANICALLY DREDGING A TRENCH TO THE REQUIRED DEPTH AND BACKFILLING WITH EXISTING SEAFLOOR MATERIAL



SURVEYED: FEBRUARY 20, 2018
SURVEY PERSONNEL: JAZAC GIESSEL

JAMES M. NAISMITH, RPLS

STATE REGISTERED PROFESSIONAL LAND SURVEYOR
JAMES M. NAISMITH
4828

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Environmental
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(361) 945-0248
FIRM #10078500

NO/DATE	REVISION	SCALE 1"=300'	DATE:
0	3/18 PER S.W.	DWN. BY: JZG	FEB 2018
1	1/19 NEW ALIGN	EXHIBIT C-SHEET 3	
		DETAILED PROJECT PLAN	

GULF COAST AMMONIA
1815 PURDY AVENUE
MIAMI BEACH FL 33139
MONSANTO SURVEY - A-686
TEXAS CITY, TEXAS
STATE SUBMERGED LAND - 92A, 98A

All coordinates below refer to the Texas Coordinate System, South Central Zone (#4204), as defined by Article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum, US Feet.

A pipeline easement beginning onshore at the USACE Harbor Line and East Line of a 98.248 acre tract of land referred to as Monsanto Company, A-686 Described in "Exhibit A" of Settlement Agreement between State of Texas and Monsanto Co., recorded in GLO Records, Galveston County sketch file 50, at the following coordinates:

N: 13,711,030.30 (Latitude 29°23'10.78")
E: 3,277,824.08 (Longitude 94°53'14.96")

and continuing from there across offshore lands covered by an offshore easement LC860074 granted by the State of Texas to Eastman Chemical Texas City, Inc. to point at the boundary of offshore easement LC860074 located at:

N: 13,710,941.16 (Latitude 29°23'09.81")
E: 3,278,100.73 (Longitude 94°53'11.87")

and continuing from there South 68 deg. 30 min. 5 sec. East for a distance of 3439.17 feet (or 208.43 rods) across the Galveston Bay State Tract 92A and Galveston Bay State Tract 98A to a point located in Galveston Bay State Tract 98A located at:

N: 13,709,680.78 (Latitude 29°22'56.22")
E: 3,281,300.62 (Longitude 94°52'36.22")

and continuing from there South 13 deg. 7 min 57 sec West for a distance of 48.93 feet (or 2.97 rods) across Galveston Bay State Tract 98A and ending at a point located at:

N: 13,709,633.13 (Latitude 29°22'55.75")
E: 3,281,289.50 (Longitude 94°52'36.36")

and

A tract or parcel of offshore lands containing 19.22 acres or 837,200 square feet located in Galveston Bay State Tract 92A and Galveston Bay State Tract 98A, and being more particularly described as follows:

Beginning at a point located at:

N: 13,709,758.98
E: 3,280,752.27

and continuing South 76 deg. 48 min 58 sec East for 1,100.00 feet (or 66.67 rods) to a point located at:

N: 13,709,508.09
E: 3,281,823.28

and continuing South 31 deg. 12 min 0 sec East for 610.48 feet (or 37.00 rods) to a point located at:

N: 13,708,985.91
E: 3,282,139.53

and continuing South 19 deg 28 min 59 sec West for a distance of 108.79 feet (or 6.59 rods) to a point located at:

N: 13,708,883.35
E: 3,282,103.24

and continuing North 77 deg 11 min 4 sec West for a distance of 1760.02 feet (or 106.67 rods) to a point located at:

N: 13,709,273.74
E: 3,280,387.06

and continuing North 16 deg 41 min 39 sec West for a distance of 99.83 feet (or 6.05 rods) to a point located at:

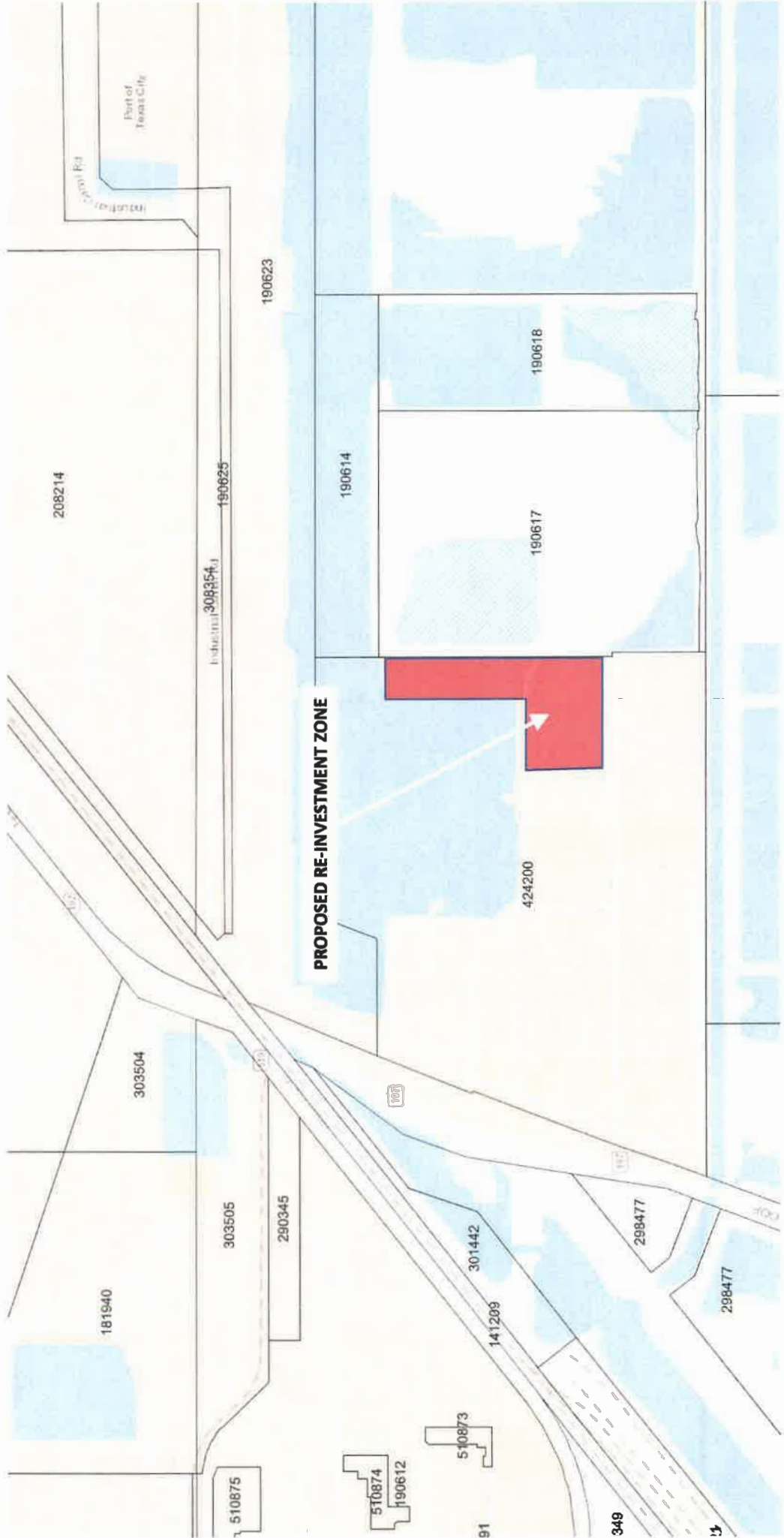
N: 13,709,369.36
E: 3,280,358.38

and continuing North 45 deg 18 min 46 sec East for a distance of 554.03 feet (or 33.58 rods) to the point of beginning.

EXHIBIT "C-3"

An area of real property described as a 154.5039 acre tract of land being part of GCAD parcel #424200, situated in Abstract 143, H.B. Littlefield Survey, Tracts 17 & 18 (17-10, Galveston County, Texas, , as depicted by the site map attached hereto as Exhibit "B-3" and incorporated herewith.

(Site map and metes & bounds description on separate pages)



PROPOSED RE-INVESTMENT ZONE

Part of
Texas City

Industrial Center Rd

208214

Industrial 308354

190623

190614

190618

190617

424200

303504

181940

303505

290345

301442

298477

298477

510875

510874

190612

510873

91

349

1

EXHIBIT A

Property

ALL THAT CERTAIN 154.5099 ACRE tract of land lying and situated in the H. B. Littlefield Survey, Abstract 143, Galveston County, Texas, being the Western portion of the existing Union Carbide Marine Terminal plant site, being part of all that certain called 435.29 acre tract of land conveyed by deed on May 21, 1962 from the Board of Regents of the University of Texas to Union Carbide Corporation, as recorded in Volume 1495, Page 496 of the Galveston County Deed Records (G.C.D.R.), and being a part of all that certain called 104.184 acre tract of land conveyed by deed on November 13, 1963 from the Texas City Terminal Railway Company to Union Carbide Corporation, as recorded in Volume 1391, Page 669 of the G.C.D.R., said 154.5099 acre tract hereby conveyed being more particularly described by metes and bounds, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and the distances are surface level horizontal lengths (S.F.= 0.999862341) as follows

BEGINNING at a TxDOT concrete monument found marking an angle point of the Eastern boundary line of the 160 foot wide Texas State Highway Loop 197 right-of-way same being the Western boundary line the Union Carbide Corporation, Marine Terminal property and being 15 feet Easterly at right angles to the original Eastern right-of-way of the former 130 foot wide Texas State Highway Loop 197 same being the original Western boundary line of the aforementioned Union Carbide Corporation called 435.29 acre tract of land conveyed by deed on May 21, 1962 from the Board of Regents of the University of Texas to Union Carbide Corporation, as recorded in Volume 1495, Page 496 of the G.C.D.R., from which the original Southwest corner of the said Union Carbide called 435.29 acre tract of land bears North $71^{\circ}14'49''$ West, a distance of 15.00 feet and South $18^{\circ}45'11''$ West, a distance of 254.79 feet, said TxDOT concrete monument being an angle point of the herein described 154.5099 acre tract, located at position X=3267159.16 and Y=13699007.12;

THENCE North $16^{\circ}56'21''$ East, coincident with the said Eastern right-of-way boundary line of said Texas State Highway Loop 197, same being the present Western boundary line of said Union Carbide Corporation, Marine Terminal called 435.29 acre tract, a distance of 315.93 feet to a set 5/8" iron rod with survey cap, located in the original Eastern right-of-way of the former 130 foot wide Texas State Highway Loop 197 and the original Western boundary line of the said Union Carbide called 435.29 acre tract, for an angle point of the herein described 154.5099 acre tract, at position X=3267251.19 and Y=13700269.81,

THENCE North $18^{\circ}45'42''$ East, coincident with the said Eastern right-of-way boundary line of said Texas State Highway Loop 197, same being the Western boundary line of said Union Carbide Corporation, Marine Terminal called 435.29 acre tract, a distance of 1001.14 feet to a TxDOT concrete monument found marking a 15 foot right-of-way offset point, for an interior point of the herein described 154.5099 acre tract, at position X=3267579.15 and Y=13701217.12;

THENCE North 71°14'18" West, coincident with the Northeastern right-of-way boundary line of said Texas State Highway Loop 197, same being a Southwestern boundary line of said Union Carbide Corporation, Marine Terminal called 435.29 acre tract, a distance of 1500 feet to a set 5/8" iron rod with survey cap, for an exterior corner of the herein described 154.5039 acre tract, at position X=3267558.95 and Y=1370122194;

THENCE North 18°45'42" East, coincident with the said Eastern right-of-way boundary line of said Texas State Highway Loop 197, same being the Western boundary line of said Union Carbide Corporation, Marine Terminal called 435.29 acre tract, at a distance of 92.08 feet pass the Northwest corner of the said Union Carbide Corporation, Marine Terminal called 435.29 acre tract, same being the Southwest corner of the aforementioned all that certain called 104.184 acre tract of land conveyed by deed on November 13, 1963 from the Texas City Terminal Railway Company to Union Carbide Corporation, as recorded in Volume 1591, Page 689 of the G.C.D.R., continuing for a total distance of 644.28 feet to a 5/8" iron rod with survey cap set at the Northwest corner of the said Union Carbide called 104.184 acre tract, same being the Southwest corner of all that certain residual of Tract "B" a called 170.21 acre tract of land conveyed by deed on June 22, 1942 from the Board of Regents of the University of Texas to Texas City Terminal Railway Company, as recorded in Volume 645, Page 294 of the G.C.D.R., and being the Southwest corner of all that certain called 20.47 acre tract of land described in lease description by Robert Adams, Registered Public Surveyor, Number 1002, on January 21, 1976 from the Texas City Terminal Railway Company to the Union Carbide Corporation, for the Northwest corner of the herein described 154.5039 acre tract, at position X=3267786.14 and Y=1370183190;

THENCE North 88°01'09" East, coincident with the Northern boundary line of said Union Carbide Corporation called 104.184 acre tract, same being the Southern boundary line of said Texas City Terminal Railway Company residual called 170.21 acre tract and the Southern boundary of the said Union Carbide called 20.47 acre lease tract, at a distance of 327.33 feet pass the most Southerly Southeast corner of the said Union Carbide called 20.47 acre lease tract, continuing for a total distance of 748.66 feet to a point in the Union Carbide Turning Basin on the North side of Barge Dock #65, for an interior corner of the herein described 154.5039 acre tract, at position X=3268514.25 and Y=1370183788;

THENCE North 18°45'42" East, coincident with the Northwestern boundary line of said Union Carbide Corporation called 104.184 acre tract, same being the Southeastern boundary line of said Texas City Terminal Railway Company residual called 170.21 acre tract, a distance of 390.23 feet to a point in the Union Carbide Turning Basin, for an exterior corner of the herein described 154.5039 acre tract, at position X=3268639.94 and Y=1370227223;

THENCE North 88°01'09" East, coincident with the Northern boundary line of said Union Carbide Corporation called 104.184 acre tract, same being the Southern boundary line of said Texas City Terminal Railway Company residual called 170.21 acre tract, a distance of 119.82 feet to a point in the Union Carbide Turning Basin, for an interior corner of the herein described 154.5039 acre tract, at position X=3268759.68 and Y=1370223123;

THENCE North 1°58'51" West, coincident with the Western boundary line of said Union Carbide Corporation called 104.184 acre tract, same being the Eastern boundary line of said

Texas City Terminal Railway Company residual called 170.21 acre tract, a distance of 25.00 feet to a point in the Union Carbide Turning Basin, for an exterior corner of the herein described 154.5039 acre tract, at position X=3288758.81 and Y=13702258.85;

THENCE North 88°01'09" East, coincident with the Northern boundary line of said Union Carbide Corporation called 104.184 acre tract, same being the Southern boundary line of said Texas City Terminal Railway Company residual called 170.21 acre tract, a distance of 1527554 feet to a point in the 200 foot wide Union Carbide barge channel, for the Northeast corner of the herein described 154.5039 acre tract, at position X=3270285.02 and Y=13702399.33;

THENCE South 1°58'51" East, at a distance of 405.57 feet pass the Northern boundary line of the said Union Carbide Corporation, Marine Terminal called 435.29 acre tract, same being the Southern boundary line of the said Union Carbide Corporation called 104.184 acre tract, at a distance of 510.25 feet pass a 5/8" iron rod with survey cap set for reference point, at a distance of 1246.9 feet pass an existing 8 foot tall chain link Union Carbide Plant perimeter fence post, continuing generally along and 1 foot East of said existing 8 foot tall chain link Union Carbide Plant perimeter fence for a total distance of 1878.79 feet to a 5/8" iron rod with survey cap set for an interior corner of the herein described 154.5039 acre tract, at position X=3270349.96 and Y=13700431.73;

THENCE North 88°01'09" East, generally along and 1 foot North of said existing 8 foot tall chain link Union Carbide Plant perimeter fence for a distance of 27.99 feet to a 5/8" iron rod with survey cap set for an exterior corner of the herein described 154.5039 acre tract, at position X=3270377.93 and Y=13700432.70;

THENCE South 1°58'51" East, generally along and 1 foot East of said 8 foot tall chain link fence line at a distance of 460.9 feet pass a fence corner post, continuing for a total distance of 587.06 feet to a set 5/8" iron rod with survey cap located in the Southern boundary line of the aforementioned called 435.29 acre tract of land conveyed by deed on May 21, 1962 from the Board of Regents of the University of Texas to Union Carbide Corporation, as recorded in Volume 1495, Page 496 of the G.C.D.R., same being the Northern boundary of all that certain called 442.68 acre tract of land conveyed by deed on July 19, 1968 from the Board of Regents of the University of Texas to Union Carbide Corporation, as recorded in Volume 1963, Page 748 of the G.C.D.R., and the Northern boundary line of a 150 foot wide Galveston County Drainage Easement, for the Southeast corner of the herein described 154.5039 acre tract, at position X=3270398.22 and Y=13699460.06;

THENCE South 88°01'09" West, coincident with the Southern boundary line of the said Union Carbide Corporation called 435.29 acre tract, same being the Northern boundary line of said Union Carbide Corporation called 442.68 acre tract, and the Northern boundary line of said 150 foot wide Galveston County Drainage Easement, a distance of 3321.58 feet to a set 5/8" iron rod with survey cap located in the Eastern boundary line of the 160 foot wide Texas State Highway Loop 197 right-of-way same being the Western boundary line the Union Carbide Marine Terminal property and being 15 feet Eastern at right angles to the original Eastern right-of-way of the former 130 foot wide Texas State Highway Loop 197 same being the original Southwest corner of the said Union Carbide called 435.29 acre tract, from which the original Southwest

corner of the said Union Carbide called 435.29 acre tract of land bears South $88^{\circ}01'09''$ West, a distance of 16.04 feet for Southwest corner of the herein described 154.5039 acre tract, at position $X=3267079.08$ and $Y=1369973.127$;

THENCE North $18^{\circ}45'11''$ East, coincident with the said Eastern right-of-way boundary line of said 160 foot wide Texas State Highway Loop 197, same being the Western boundary line of said Union Carbide Marine Terminal tract and being 15 feet Easterly at right angles to the original Eastern right-of-way of the former 130 foot wide Texas State Highway Loop 197 same being the Western boundary line of the said Union Carbide called 435.29 acre tract, a distance of 249.11 feet to the **POINT OF BEGINNING**, containing 154.5039 acres of land, more or less

EXHIBIT "C-4"

Comprehensive Site Map of Expansion Areas

(Block #63, OilTanking Area #2 and Offshore Dock)



CHRISTOPHER L. NICHOLS
MANAGING ATTORNEY
chris@nicholsfirm.com

THE NICHOLS FIRM, PLLC

THE WARRANT BUILDING
1010 N. San Jacinto Street, Suite 100
Houston, Texas 77002
(T) 713-275-7832 | (F) 832-709-2478

STAFF REPORT

TO: Mayor Matthew T. Doyle
City Commissioners

FROM: Chris Nichols
Special Counsel – Economic Development

RE: Project Jupiter (Part II)
Amendment / Expansion of Reinvestment Zone Boundaries

MATTER: 4003.3-2019

DATE: July 31, 2019

ITEM 1: Public Hearing – Amendment / Expansion of Reinvestment Zone

ACTION REQUEST:

Hold a public hearing on the amendment and expansion of the boundaries of the tax abatement reinvestment zone known as the “Texas City Gulf Coast Reinvestment Zone No. 1” to expand and enlarge its boundaries by the areas depicted by the surveys and maps referenced as Exhibits “C-1” thru “C-3” to proposed Ordinance 19-24, and as comprehensively depicted by Exhibit “C-4” to same.

BACKGROUND:

The City received a tax abatement application from Gulf Coast Ammonia, LLC (“GCA”) on January 5, 2017. As part of that project, the City Commission previously adopted Ordinance 17-16 on May 17, 2017, creating the “Texas City Gulf Coast Reinvestment Zone No. 1.” Gulf Coast Ammonia is leasing the real property within the reinvestment zone from Eastman Chemical Texas City, Inc. for the project.

When the Commission considered Ordinance 17-16, only a general description of the real property was available for the proposed reinvestment zone. Later, Gulf Coast Ammonia and Eastman more particularly defined the real property made the subject of their lease agreement by survey and metes and bounds so that we could amend the reinvestment zone to more accurately define its boundaries. That amendment to the Reinvestment Zone, which was accomplished by Ordinance 17-32 adopted on December 6, 2017, was adopted prior to the City’s consideration and approval of the initial Ch. 312 Tax Abatement Agreement and Ch. 380 Economic Development Agreement (collectively “Economic Development Agreements”) which was also approved on December 6, 2017.

Since the initial amendment to the Reinvestment Zone and approval of the original Economic Development Agreements, GCA has experienced some changes to its investment and project partners which necessitated the submission of a new tax abatement application and supplement dated May 23, 2019 and July 1, 2019, respectively. As a result, and to accommodate geographical changes associated with GCA's project scope, further amendment and expansion of the currently existing reinvestment zone is necessary.

It should also be noted that GCA has, contemporaneously with the City's work to expand the reinvestment zone, submitted its Chapter 313 applications to Texas City ISD which they preliminarily approved on July 16, 2019 and have since submitted to the Texas Comptroller for review and approval. It is also intended that by the City taking action to amend and expand the original reinvestment zone that the new zone boundaries may also be used by Texas City ISD in conjunction with their final Chapter 313 Agreements.

ANALYSIS:

The designation of the reinvestment zone is a pre-requisite to granting any tax abatement. To the extent GCA's recent reapplication for tax abatement and its subsequent supplement implicate additional geographical areas, approving the proposed Ordinance amending and expanding the current reinvestment zone prepares us for the next step which would be the negotiation of an amended or completely new Ch. 312 Tax Abatement Agreement / Ch. 380 Economic Development Agreement.

The public hearing is a required step to amending and expanding the zone. Nothing about conducting the public hearing obligates the City to approve another or a new tax abatement or economic development agreement at a later date.

ITEM 2: Ordinance Approving Amendment of Reinvestment Zone

ACTION REQUEST:

Approve the Ordinance 19-24 amending Ordinance 17-32 adopted on December 6, 2017 which at the time more particularly defined the boundaries "Texas City Gulf Coast Reinvestment Zone No. 1" originally created by Ordinance 17-16 on May 17, 2017.

Ordinance 19-24, if adopted, will amend the zone and expand its geographical areas from those depicted in Exhibit "A" to the ordinance to the additional geographical areas depicted in Exhibits "C-1" thru "C-3."

BACKGROUND:

See Item 1 above.

ANALYSIS:

See Item 1 above.