

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

**\* \* AGENDA \* \***

**WEDNESDAY, JANUARY 16, 2008 - 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM - CITY HALL**

**1. CONSENT AGENDA**

- a. Consider approval of minutes from the January 2, 2008, Regular Called City Commission Meeting.
- b. Consider approval of **Resolution No. 08-005** approval of **2008 HGAC Law Enforcement Training Reimbursement Grant**. (Police Dept.)
- c. Consider approval of **Resolution 08-006** recommending that **Galveston County M.U.D. No. 54** award construction contract for the water well/plant project to **R & B Group**. (Purchasing Dept.)

**2. REGULAR ITEMS**

- a. Consider approval of the **third and final reading** of **Ordinance No. 07-47 amending the "Master Land Use Plan" of the City of Texas City**, to amend the **Industrial Transition Zone** and to **add Dickinson Bayou Transition**. (Planning Dept.)
- b. Consider approval of **Ordinance 08-03 amending the Code of Ordinances, City of Texas City**, Chapter 40 by rezoning from "A" (Single Family Residential) to "F-1" (Outdoor Industrial) for general office use, warehouse, temporary storage of equipment and vehicles; being 5.99 acres out of Lot 3, Blk. 4, H. Ferguson Survey, in the 3000 block of Loop 197 North, Texas City, Texas. (Inspections Dept.)
- c. Consider approval of **Ordinance 08-02 amending the Code of Ordinances, City of Texas City**, Chapter 40 by rezoning from "F" (Light Industry) to "F-1" (Outdoor Industrial) to construct a fuel station with above ground tanks; being Lots 1-12,13-24, Blk. 146 and 139 Kohfeldt's 2nd Addition, located at 102 Hwy. 146, Texas City, Texas. (Inspections Dept.)
- d. Consider approval of **Ordinance No. 08-04 amending the City of Texas City's fiscal year 2007/2008 budget to accept donated funds from Dow Chemical**. (Finance Dept.)

- e. Consider approval of **Ordinance 08-05 amending the Code of Ordinances, City of Texas City, Chapter 40 by adding Section 40-45, District CIMU, Commercial/Industrial/Mixed Use for the Dickinson Bayou Transition Area .** (Planning Dept.)

3. PUBLIC COMMENTS

4. MAYOR'S COMMENTS

5. COMMISSIONERS' COMMENTS

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

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

**I CERTIFY THAT THE ABOVE NOTICE OF THE MEETING WAS POSTED ON THE BULLETIN BOARD IN THE MUNICIPAL BUILDING, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS ON THE DATE LISTED BELOW AT 5:00 P.M.**

**/s/ Pamela A. Lawrence  
PAMELA A. LAWRENCE  
CITY SECRETARY**

**DATED: JANUARY 11, 2008**

**1-02-2008 CC Minutes**  
**CITY COMMISSION AGENDA**

**Date:** 01/16/2008  
**Submitted By:** Pam Lawrence, Administration  
**Department:** Administration  
**Agenda Area:** Consent

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider approval of minutes from the January 2, 2008, Regular Called City Commission Meeting.

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

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**Attachments**

Link: [1-02-2008  
CC Minutes](#)

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

**\* \* M I N U T E S \* \***

**WEDNESDAY, JANUARY 2, 2008– 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL**

**A REGULAR CALLED MEETING OF THE CITY COMMISSION** was held on Wednesday, January 2, 2008, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas, with the following in attendance: **Mayor Matthew T. Doyle; Commissioners: Mike Land, Tommy Clark, Dee Ann Haney, Dedrick Johnson, Donald Singleton, and Carl Sullivan.**

The **Mayor** called upon **Commissioner Tommy Clark**, to offer the **Invocation**. **Commissioner Sullivan** led all present in the **recitation of the Pledge of Allegiance**.

The Mayor declared a quorum present and called the meeting to order at 5:00 p.m.

**I. PUBLIC HEARING**

- A. Public Hearing to consider the City of Texas City's proposed Zoning Ordinance amendment adding Zoning District "CIMU" Commercial/Industrial/Mixed Use for the Dickinson Bayou Transition area.

Don Carroll, City Planner, reported that this public hearing has been called to amend the Zoning Ordinance to include CIMU – Industrial Mixed Use to the Dickinson Bayou Transition Land –Undesignation. This is the next step in the formulation process associated with the recent revisions to our land use plan (for the Dickinson Bayou Transition Area). This new zoning district will establish the proper land use controls to regulate this transitional area. The Zoning Commission reviewed the data presented for this consideration and the public hearing on November 20, 2007 was properly given in accordance with the Zoning Enabling Statute and our Zoning Ordinance. The rationale and nexus was clearly articulated and after their review the members present unanimously recommended approval of this new zoning district with performance standards. For a detail summary of specific issues discussed please reference the Zoning Minutes of November 20, 2007. To date there are no controversial issues associated with this amendment. After this district is adopted by the City Commission we will rezone all parcels located within this designated area.

**Commissioner Clark made a MOTION to CLOSE THE PUBLIC HEARING; Commissioner Singleton seconded the motion. All present voted AYE. MOTION CARRIED.**

**II. CONSENT AGENDA**

**Mayor Doyle requested that item B., Consider approval of Resolution No. 08-003 confirming the Mayor's appointment of the Fire Chief, authorizing the Mayor to negotiate and enter into an employment agreement, be pulled from the agenda for further discussion.**

- A. Consider approval of the Minutes from the December 19, 2007 Regular Called City Commission Meeting.

- C. Consider approval of **Resolution No. 08-004 awarding Bid No. 2008-892 for delivered hot mix asphalt six (6) month contract**; authorizing the **Mayor to execute a contract.** (Purchasing Dept.)

**RESOLUTION NO. 08-004**

**A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SOUTHERN CRUSHED CONCRETE, LLC FOR THE DELIVERED HOT MIX ASPHALT SIX (6) MONTH CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**Commissioner Sullivan made a MOTION to APPROVE CONSENT AGENDA items A and C; the motion was SECONDED by Commissioner Johnson. All present voted AYE. MOTION CARRIED.**

- B. Consider approval of **Resolution 08-003 confirming the Mayor's appointment of the Fire Chief**; authorizing the **Mayor to negotiate and enter into an employment agreement.** (Fire Department)

Fire Chief Grimm introduced the City's new fire chief, Joseph Gorman. Mr. Gorman is a 27-year firefighting veteran. Previously he has owned and operated a fire protection consulting firm, he has served as a fire chief in Ann Arbor, Michigan, Riyadh, Saudi Arabia and Cedar Rapids, Iowa. The new chief remarked that he is very happy to serve in this position and he pledged to provide excellent customer service to the citizens of Texas City.

**RESOLUTION NO. 08-003**

**A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF THE FIRE CHIEF; AUTHORIZING THE MAYOR TO NEGOTIATE AND ENTER INTO AN EMPLOYMENT AGREEMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**Commissioner Haney made a MOTION to APPROVE Resolution 08-003 confirming the Mayor's appointment of Joseph Gorman as the new Fire Chief; authorizing the Mayor to negotiate and enter into an employment agreement; the motion was SECONDED by Commissioner Clark. All present voted AYE. MOTION CARRIED.**

**III. REGULAR ITEMS**

- A. Consider approval of **Ordinance No. 08-01** approving the **Final Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number One**, City of Texas City, Texas; authorizing the City Secretary to distribute such plan; containing findings and provisions related to the foregoing subjects; and providing for severability. (Management Services Dept.)

Trey Lary and Sue Darcy reported on Regular Items A, B and C. The first item, A., is the approval of the Final Project Plan and Reinvestment Zone Financing Plan, Sue Darcy and her team at Marsh Darcy put together the Project Plan. Mr Lary addressed items B and C; he began with the Interlocal Agreement with the College of the Mainland. The College has agreed to participate in the Lago Mars TERZ by contributing their taxes to the project on the same basic levels of participation that the City and Galveston County have voted to participate; they are going to participate 20 years on the residential side and 30 years on the commercial side. This rounds out the participants in the Zone - the City, the County and the College. He noted that the more money that is coming in from the County and the College the length of time of the zone will shorten, which means the participation of the City should

be shorter. The College is very excited about the project and in helping Texas City. This agreement is essentially the same as that with the County. Item C. is a resolution approving the Quad Party Agreement: the City, the Zone, the Authority, and Galveston County No. 54 which is the Master MUD for all of the MUDs. This agreement sets forth how the money flows from the County, and the College, and the City into the Authority and then is used to pay for the TERZ projects. The City will collect the payments from the College and the County and the City will put its own contribution into the Tax Increment Fund. The City will take those monies and will pay them to the Lago Mar Development Authority – the funds can only be used to pay for projects in the Project Plan, to pay debt service on bonds issued to pay for projects in the Project Plan. The Authority will enter into agreements with the developers, in which the developers will pay for these projects up front and the Authority will reimburse them over time as the monies become available. Some of the projects will be financed and issued by the Authority and some of the other projects, which are essentially the water, sewer, and drainage projects, will be financed by the Master MUD; there is an advantage of the Master MUD issuing those bonds - they can do it at a better interest rate. The money will come from the City to the Authority and the Authority will divide it up between what they use for their bonds for its projects and what gets sent to the District for the District bonds and the District projects. This agreement puts in place the whole structure. It is the Plan, item A, that is essentially the document that you are asking the Authority to go out and implement; they can not do anything that is not in the Plan. Only the City Commission can amend the Plan; only the City Commission can add or subtract projects from the Plan. Before either the Authority or District can sell bonds it will have to come to the City Commission.

Commissioner Sullivan queried whether the development would be put on hold due to all of the foreclosures that have been taking place. Mr. Lary responded that he did not think so, the developers feel that the entry level buyers may be weakening but the second and third time home buyers is not. The Commissioner also questioned the figures noted on page 49 concerning DOW with 1250 employees in Texas City, he remarked that he did not feel these figures were correct. Ms. Darcy said that she would look into that and make any necessary corrections.

#### ORDINANCE NO. 08-01

**AN ORDINANCE APPROVING THE FINAL PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER ONE, CITY OF TEXAS CITY, TEXAS; AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLAN; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**Commissioner Land made a MOTION to APPROVE Ordinance No. 08-01 approving the Final Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number One, City of Texas City, Texas; authorizing the City Secretary to distribute such plan; containing findings and provisions related to the foregoing subjects; and providing for severability; the motion was SECONDED by Commissioner Clark. All present voted AYE. MOTION CARRIED.**

- B. Consider approval of **Resolution No. 08-002** authorizing the Mayor or his designee to enter into an **Interlocal Agreement with College of the Mainland, and the Board of Directors of Reinvestment Zone Number One**, City of Texas City, Texas, to outline the obligations of College of the Mainland as a participant in the Zone. (Management Services Dept.)

#### RESOLUTION NO. 08-002

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLEGE OF THE MAINLAND, AND THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE, CITY OF TEXAS CITY, TEXAS, TO OUTLINE THE OBLIGATIONS OF COLLEGE OF THE MAINLAND AS A PARTICIPANT IN THE ZONE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

- C. Consider approval of **Resolution No. 08-001** authorizing the Mayor or his designee to enter into an **agreement with Lago Mar Development Authority, Galveston County Municipal Utility District Number 54, and the Board of Directors of Reinvestment Zone Number 1, City of Texas City, Texas.** (Management Services Dept.)

**RESOLUTION NO. 08-001**

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH LAGO MAR DEVELOPMENT AUTHORITY, GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 54, AND THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE, CITY OF TEXAS CITY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

A RESOLUTION APPROVING THE APPOINTMENT AND REAPPOINTMENTS OF BOARD MEMBERS TO THE CITY'S CORPORATIONS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

**Commissioner Clark made a MOTION to APPROVE Resolution No. 08-002 authorizing the Mayor or his designee to enter into an Interlocal Agreement with College of the Mainland, and the Board of Directors of Reinvestment Zone Number One, City of Texas City, Texas, to outline the obligations of College of the Mainland as a participant in the Zone and Resolution No. 08-001 authorizing the Mayor or his designee to enter into an agreement with Lago Mar Development Authority, Galveston County Municipal Utility District Number 54, and the Board of Directors of Reinvestment Zone Number 1, City of Texas City, Texas;; the motion was SECONDED by Commissioner Singleton. All present voted AYE. MOTION CARRIED.**

**IV. PUBLIC COMMENTS**

Ms. Bousha, resident of Texas City, voiced her complaints concerning the Comcast Cable Company.

Mr. Garza, resident of Texas City, wished everyone a Happy New Year and thanked the Commission for the good job that they were doing.

**V. MAYOR'S COMMENTS**

**VI. COMMISSIONERS' COMMENTS**

Having no further business, **Commissioner Land made a MOTION to ADJOURN at 5:35 p.m.; the motion was SECONDED by Commissioner Sullivan. All present voted AYE. MOTION CARRIED.**

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**MATTHEW T. DOYLE, MAYOR**

ATTEST:

\_\_\_\_\_  
**Pamela A. Lawrence**

**City Secretary**

pal 1-08-2008



## Approval of 2008 HGAC Training Reimbursement Grant Contract CITY COMMISSION AGENDA

**Date:** 01/16/2008  
**Submitted By:** Carla Costello, Police Department  
**Submitted For:** Robert Burby  
**Department:** Police Department  
**Agenda Area:** Consent

### Information

#### **ACTION REQUEST (Brief Summary)**

Consideration and Approval of 2008 HGAC Law Enforcement Training Reimbursement Grant; amount approved by HGAC for availability for reimbursement \$28,051.00.

#### **BACKGROUND**

#### **ANALYSIS**

#### **ALTERNATIVES CONSIDERED**

### Fiscal Impact

### Attachments

Link:  
[HGACTraining2008](#)  
 Link: [Res 08-005](#)

### Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
			Carla Costello	01/07/2008 11:16 AM	CREATED
1		Police Department	Carla Costello	01/07/2008 11:21 AM	APRV
2		Finance	Cheryl Hunter	01/09/2008 11:18 AM	APRV
3		Paralegal	Rachel Wyatt	01/10/2008 08:30 AM	APRV
4		City Attorney Office	Rachel Wyatt	01/10/2008 08:31 AM	APRV
5		Paralegal	Rachel Wyatt	01/10/2008 04:35 PM	APRV
6		Mayor			NEW
7		City Secretary			

Form Started By: Carla Costello

Started On: 01/07/2008 11:16 AM

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

This Intergovernmental Agreement is made and entered into this 1<sup>st</sup> day of September, 2007, by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and City of Texas City, hereinafter referred to as the Contractor and Service Provider, having its principal place of business at 1004 9<sup>th</sup> Avenue North, Texas City, Texas 77590.

**WITNESSETH:**

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

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

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

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

**ARTICLE 1 LEGAL AUTHORITY**

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

**ARTICLE 2 APPLICABLE LAWS**

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

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

**ARTICLE 3 INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 4 WHOLE AGREEMENT**

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

#### **ARTICLE 5 SCOPE OF SERVICES**

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

#### **ARTICLE 6 REPORTING REQUIREMENTS**

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

#### **ARTICLE 7 PAYMENTS**

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

#### **ARTICLE 8 NON FUNDING CLAUSE**

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

#### **ARTICLE 9 INSURANCE**

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

#### **ARTICLE 10 REPAYMENTS**

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

#### **ARTICLE 11 SUBCONTRACTS**

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

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

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

#### **ARTICLE 12 AUDIT**

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

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

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

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

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

#### **ARTICLE 13 EXAMINATION OF RECORDS**

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

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

#### **ARTICLE 14 RETENTION OF RECORDS**

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

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

#### **ARTICLE 15 CHANGES AND AMENDMENTS**

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

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

#### **ARTICLE 16 TERMINATION PROCEDURES**

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

A. Convenience

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

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

B. Default

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

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

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

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

#### **ARTICLE 17 SEVERABILITY**

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

#### **ARTICLE 18 COPYRIGHTS**

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

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

#### **ARTICLE 19 OWNERSHIP OF MATERIALS**

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

#### **ARTICLE 20 FORCE MAJEURE**

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

#### **ARTICLE 21 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

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

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

#### **ARTICLE 22 CONFLICT OF INTEREST**

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

#### **ARTICLE 23 POLITICAL ACTIVITY; LOBBYING**

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

#### **ARTICLE 24 SECTARIAN INVOLVEMENT PROHIBITED**

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

#### **ARTICLE 25 CRIMINAL PROVISIONS AND SANCTIONS**

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

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

#### **ARTICLE 26 TITLES NOT RESTRICTIVE**

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

**ARTICLE 27 ACKNOWLEDGEMENT OF FUNDING SOURCE**

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

**ARTICLE 28 DISPUTES**

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

**ARTICLE 29 GOVERNING LAW; VENUE**

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

**ARTICLE 30 ORDER OF PRIORITY**

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

**SIGNATURES:**

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

\_\_\_\_\_  
Jack Steele, Executive Director  
Houston-Galveston Area Council

\_\_\_\_\_  
Mayor, Texas City

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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

**ARTICLE 1 INTRODUCTION**

This contract is by and between the Houston-Galveston Area Council, Grantee or Planning Agency, and the Texas City Law Enforcement Training Academy and in aid of Criminal Justice Division (CJD) Grant No. SF-08-A10-14719-08, titled Law Enforcement Training Project. It is understood by all parties that payment obligations created by this contract are conditional upon the availability of State or Federal funds appropriated or allocated for the payment of such obligations. The term of this contract shall commence on September 1, 2007, and shall end on August 31, 2008, unless extended or terminated as otherwise provided for in this contract.

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

**ARTICLE 2 SCOPE OF SERVICES**

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

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

- (e). The Contractor shall be responsible for the timely distribution of announcements of contracted course(s) to potential trainees. Distributed announcements shall bear a prominent notice "ATTENTION: TRAINING DIVISION/OFFICER".
- (f). The Contractor shall require trainees to complete Instructor Evaluation Questionnaires for each course. The Questionnaire shall be the design of the Contractor. A summary of these forms shall be furnished to the Planning Agency with the invoice. The equivalent shall be kept on file at the academy. Copies of these forms shall be furnished to the Planning Agency on request

### **ARTICLE 3 PERFORMANCE PERIOD**

The period of this Contract shall commence on September 1, 2007 and continue in force until August 31, 2008, unless extended by the Planning Agency as provided in Article 4.

### **ARTICLE 4 CONTRACT EXTENSION**

H-GAC may at its option offer a contract extension not to exceed one twelve-month period at the completion of the initial performance period. Contract extensions may be offered if all contract conditions have been satisfactorily met during the initial performance period, if the service remains a priority service for funding by H-GAC, and if no outstanding audit or monitoring findings are unresolved. Such extension shall be the option of H-GAC with the Contractor given the right of first refusal. Terms of compensation and performance will be renegotiated in conformance with available federal funding, priorities identified by H-GAC for the period of the contract extension, and H-GAC's current policies regarding funding such services at the time the extension is offered. If H-GAC elects to exercise such option, it shall by delivering a Notice of Renewal to the Contractor at least 30 days prior to the end of the initial Performance Period.

### **ARTICLE 5 COORDINATION OF TRAINING PROJECT**

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

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

### **ARTICLE 6 COMPENSATION**

The Planning Agency agrees to pay the Contractor the total sum not to exceed Twenty Eight Thousand and Fifty One Dollars (\$28,051.00) for services described in this Contract, subject to amendment or change of this Agreement in accordance with Article 16 of the General Provisions.

### **ARTICLE 7 METHOD OF PAYMENT**

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

- (a). Contractor shall be paid actual documented cost of each course conducted as listed in the Law Enforcement Training Schedule. In no event shall the payment for a course exceed the amount shown in that chart unless an amendment has been put in place. Contractor shall not be paid for any individual course until that course has been conducted and completed. Contractor shall bill the Planning Agency for fully documented and substantiated costs of

all courses conducted within thirty (30) days of course completions. Contractor shall include with each billing the following:

1. A copy of the Report of Training Form submitted to TCLEOSE attesting to:
    - a. Attendance by each trainee, and
    - b. Successful completion of the course
  2. A list of all instructors presenting materials during the course, showing names, employing agencies, subject(s) presented, and hours of instruction.
  3. A detailed account of actual costs of the course, including copies of receipts as a line item, corresponding to line items of the detailed costs analysis submitted as part of the Contractor's response to the Request For Proposals.
  4. HGAC's reimbursement form (Attachment B) to be completed and submitted with the invoice for the total cost billed, identifying the course(s) completed, number of students and other information as indicated.
- (b). No course shall be conducted unless documented proof of currently valid TCLEOSE certification covering that course is in possession of the Planning Agency at least fifteen (15) days prior to the first class day of that course.
- (c). All intermediate and advanced courses shall be open to all local law enforcement officers on an equal basis. Special peace officers may attend courses on the same basis as local peace officers if space is available. Only Peace Officers, as defined in Article 2.12 of the Texas Code of Criminal Procedures, including part-time officers are eligible for training.
- (d). Each intermediate and advanced course shall have at least the minimum number and, at most, the maximum number of registrants as specified in the Law Enforcement Training Schedule for that course. The maximum number has been determined according to the nature of the course, for effective training.
- (e). Part-time peace officers and special peace officers may attend intermediate and advanced courses if space is available after all full time, commissioned peace officer applicants have been accommodated according to (c), above.
- (f). The Contractor shall implement the following registrant cancellation policy, which shall apply to all H-GAC sponsored classes:

Cancellation Policy: Registrations may be cancelled without penalty up to three working days before the class; however, **THOSE WHO CANCEL WITHIN THE LAST THREE DAYS AND NO-SHOWS WILL BE CHARGED FULL TUITION.**

Registrants shall be notified of the cancellation policy in training brochures and class schedule announcements.

- (g). In the event a course fails to have the minimum number of registrants as specified by the Law Enforcement Training Schedule when the class commences, the Contractor will notify H-GAC in writing (e-mail/mail) a request to continue below minimum enrollment.

If a Contractor chooses to conduct a scheduled course with less than the minimum number of students a Below Minimum Enrollment Form must be submitted to H-GAC (e-mail/mail) with prior approval.

- (h). Contract shall not exceed the sum of Twenty Eight Thousand and Fifty One Dollars (\$28,051.00) be paid to the Contractor as payment for conducting and completing the courses described in the Law Enforcement Training Schedule unless amended by the planning agency and contractor as provided in article 15 of general provisions.

#### **ARTICLE 8 PROGRAM INCOME**

Tuition collected shall be remitted to the Planning Agency following the first day of the course, and no later than thirty (30) days after completion of each course. All records of tuition shall be subject to audit by the Planning Agency or its designee upon reasonable written notice.

#### **ARTICLE 9 PERSONNEL**

The Contractor shall furnish all necessary personnel with the professional classification, qualifications, skill and expertise required to perform the services to be rendered pursuant to Article 2 of the Special Contract Provisions. The Contractor shall be responsible for completion of the services to be rendered and will provide all necessary supervision and coordination of activities that may be required to complete the services. The Contractor shall not subcontract work to be performed as described by Article 2 of the Special Contract Provisions without prior written consent of H-GAC.

#### **ARTICLE 10 SUBCONTRACTS**

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

#### **ARTICLE 11 COPYRIGHTS AND RIGHTS IN DATA**

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

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

#### **ARTICLE 12 LABOR STANDARDS**

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

#### **ARTICLE 13 AGE DISCRIMINATION**

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

**ARTICLE 14 INSURANCE**

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

**ARTICLE 15 ASSIGNMENT**

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

**ARTICLE 16 RECORDS RETENTION**

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

**SIGNATURES:**

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

**ACCEPTED BY:**

**MAYOR**

**HOUSTON-GALVESTON AREA COUNCIL**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name Jack Steele

Title \_\_\_\_\_

Title Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT A**

**HOUSTON-GALVESTON AREA COUNCIL**

**2008 LAW ENFORCEMENT TRAINING SCHEDULE**

**Texas City Police Department**

<u>Course Title</u>	<u>Course Hours</u>	<u>Minimum Enrollment</u>	<u>Tuition Rate</u>	<u>Bid Cost</u>
BASIC HOSTAGE NEGOTIATION	40	15	\$49.60	\$1,860.00
BASIC.ADVANCED BATON TRAINING	8	15	\$10.21	\$383.00
PRINCIPALS OF MID LEVEL SUPERVISION	24	10	\$62.28	\$1,557.00
DIGITAL EVIDENCE & FIRST RESPONDERS	8	20	\$73.14	\$3,657.00
DIGITAL EVIDENCE & FIRST RESPONDERS	8	20	\$73.14	\$3,657.00
FIELD TRAINING OFFICER	40	15	\$54.72	\$2,052.00
SEXUAL ASSAULT & ABUSE	24	15	\$29.41	\$1,103.00
CRIME SCENE SEARCH	40	20	\$41.04	\$2,052.00
FRAUD & FORGERY INVESTIGATION	24	20	\$53.42	\$2,671.00
BASIC POLICE INSTRUCTOR	40	10	\$82.08	\$2,052.00
CHILD ABUSE INVESTIGATION & PREVENTION 2105	24	20	\$23.56	\$1,178.00
CRISIS INTERVENTION	16	15	\$21.76	\$816.00
SPANISH FOR LAW ENFORCEMENT	32	20	\$49.56	\$2,478.00
OLEORESIN CAPSICUM #3343	8	15	\$4.40	\$165.00
POLICE PROFICIENCY #3232 & #3939	16	20	\$11.80	\$590.00
ICC ARREST SEARCH & SEIZURE #2108	16	20	\$15.28	\$764.00
ELECTRICAL WEAPONS TRAINING / TASER X-26 #3344	8	15	\$22.96	\$861.00
				<b>\$28,051.00</b>

**RESOLUTION NO. 08-005**

**A RESOLUTION ACCEPTING THE HOUSTON-GALVESTON AREA COUNCIL GRANT IN THE AMOUNT OF \$28,051.00 FOR TEXAS CITY POLICE DEPARTMENT LAW ENFORCEMENT TRAINING ACADEMY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the Houston-Galveston Area Council provides a Grant No. SF-07-A10-14719-07, titled Law Enforcement Training Project to aid in the payment of providing regional law enforcement training and instruction to law enforcement personnel in the Houston-Galveston Area Council who are eligible for certification upon completion of a course by the Texas Commission on Law Enforcement Officer Standards and Education, TCLEOSE; and

**WHEREAS**, the Texas City Police Department applied for such funding, and the Houston-Galveston Area Council has agreed to a reimbursement of \$28,051.00 as outlined in the Houston-Galveston Area Council General Provisions Intergovernmental Agreement attached hereto and made a part hereof.

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

**SECTION 1:** That the City Commission of the City of Texas City hereby approves the acceptance of the \$28,051.00 dollar grant from the Houston-Galveston Area Council as outlined in Exhibit "A", attached hereto and made a part hereof for all intents and purposes.

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

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

**PASSED AND ADOPTED this 16<sup>th</sup> day of January, 2008.**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Pamela A. Lawrence  
City Secretary

\_\_\_\_\_  
Robert Gervais  
City Attorney

## Galveston County MUD No. 54 Water Well and Plant CITY COMMISSION AGENDA

**Date:** 01/16/2008  
**Submitted By:** Rita Williams, Purchasing  
**Department:** Purchasing  
**Agenda Area:** Consent

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### Information

#### **ACTION REQUEST (Brief Summary)**

Approve to recommend that Galveston County M.U.D. #54 award construction contract for the water well/plant project to the apparent low bidder, R & B Group, for their total bid amount of \$2,335,000.00.

#### **BACKGROUND**

This is the first phase construction of the major water plant/pump station facility for the west side of Texas City. The water well is needed for an emergency backup water supply and will be necessary for all the new development on the west side of Texas City.

#### **ANALYSIS**

Bid documents were received by three (3) contractors on Thursday, January 10, 2008. A bid tabulation is attached for your review. This project is being funded from Capital Recovery Fees; of which a large portion is provided by Galveston M.U.D. #54.

#### **ALTERNATIVES CONSIDERED**

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### Fiscal Impact

**Funds Available Y/N:** NO

**Amount Requested:** \$2,335,000

**Source of Funds:** Galveston Co. MUD #54

**Account #:** None

#### **Fiscal Impact:**

City is **recommending** to Galveston County MUD #54 to accept this bid. City does not have the funding for the project, nor is it responsible for the funding. This is a "pass-through" project, the City will receive the invoices for the project, invoices will not be paid or entered into the City's budgeting system, they will be forwarded directly to Galveston County MUD #54 for processing and payment.

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### Attachments

Link:  
[Exhibit](#)  
[A](#)

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### Form Routing/Status



Route Seq Inbox		Approved By	Date	Status
		Rita Williams	01/10/2008 02:53 PM	CREATED
1	Planning	Don Carroll	01/10/2008 04:18 PM	APRV
2	Purchasing (Originator)	Rita Williams	01/10/2008 04:46 PM	APRV
3	Finance	Cheryl Hunter	01/11/2008 08:24 AM	APRV
4	Paralegal	Rachel Wyatt	01/11/2008 08:26 AM	APRV
5	City Attorney Office	Rachel Wyatt	01/11/2008 08:26 AM	APRV
6	Paralegal	Rachel Wyatt	01/11/2008 08:27 AM	APRV
7	Mayor			NEW
8	City Secretary			
Form Started By: Rita Williams			Started On: 01/10/2008 02:53 PM	

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## **BID TABULATION**

**BID # NA**

### **GALVESTON COUNTY MUD NO. 54 WATER WELL AND PLANT**

Bid Opening: Thursday, January 10, 2008 @ 2:00 p.m.

<b>VENDOR</b>	<b>TOTAL BID</b>	<b>ACKNOWLEDGE ADDENDUM</b>
<b>R &amp; B Group</b>	<b>\$2,335,000.00</b>	<b>Yes</b>
Allco, Inc.	\$2,452,243.00	Yes
W.W. Payton Corporation	\$2,800,000.00	Yes

**Ord. No. 07-47 amendment to the Master Land Use Plan  
CITY COMMISSION AGENDA**

**Date:** 01/16/2008  
**Submitted By:** Pam Lawrence, Administration  
**Submitted For:** Don Carroll  
**Department:** Planning  
**Agenda Area:** Regular Items

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider approval of the third and final reading of Ordinance No. 07-47 amending the "Master Land Use Plan" of the City of Texas City, to amend the Industrial Transition Zone and to add Dickinson Bayou Transition. (Planning Dept.)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

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**Attachments**

Link:  
Ord.  
No.  
07-47

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**ORDINANCE NO. 07-47**

**AN ORDINANCE AMENDING THE “MASTER LAND USE PLAN” OF THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, TO AMEND THE INDUSTRIAL TRANSITION ZONE AND TO ADD DICKINSON BAYOU TRANSITION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR THE READING OF THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.**

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**WHEREAS**, due and proper notice has been given and public hearing held and all other required action taken to amend the “Master Land Use Plan” of the City of Texas City, Texas, and it is the considered opinion of the City Commission that said “Master Land Use Plan” be amended and changed as follows for the public welfare, good, economy, and enjoyment.

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

**SECTION 1:** That the “Master Land Use Plan” of the City of Texas City, Texas, is hereby amended as follows:

“**Industrial Areas** provide for intense industrial, manufacturing and maritime related uses located nonadjacent to residential neighborhoods. Further expansion of heavy industrial uses should be limited to Shoal Point, the ship channel district and remaining undeveloped lands to the south of the existing petrochemical facilities.

A. **Industrial Transition Zone** – This zone is located parallel with and adjacent to the south side of Texas Avenue. Any proposed development within the Industrial Transition Zone should be limited to nonresidential uses. Typical land uses for this zone could consist of outdoor storage, office professional, commercial, and industrial warehousing. This zone will require enhanced performance standards i.e., setbacks, parking, landscaping, and screening. The intent for the enhanced performance standards is to provide reasonable aesthetics and visual screening to the industrial land use south of 5<sup>th</sup> Avenue South.

B. **Dickinson Bayou Transition** – This zone is located on the north side of Dickinson Bayou east of 29<sup>th</sup> Street and south of Avenue R. Land uses within this zone include all uses except heavy industry. This zone will require enhanced performance standards, i.e., setbacks, parking, landscaping and screening that are intended to provide a more attractive waterfront environment.”

**SECTION 2:** That the Land Use Plan for Texas City map be amended, as shown in the map attached as Exhibit A and incorporated herein for all intents and purposes, to reflect these changes. The map shall show the changes as numbered above, A and B.

**SECTION 3:** That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. In the event any section, clause, sentence, paragraph, or part of this Ordinance shall be, for any reason, adjudged by any court of competent jurisdiction to be

invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

**SECTION 4:** That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

**SECTION 5:** That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City.

**PASSED ON FIRST READING this 5th day of December, 2008**

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

ATTEST:

\_\_\_\_\_  
Pamela A. Lawrence  
City Secretary

**PASSED ON SECOND READING this 19<sup>th</sup> day of December, 2007.**

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

ATTEST:

\_\_\_\_\_  
Pamela A. Lawrence  
City Secretary

**PASSED AND FINALLY ADOPTED this 16th day of January, 2008.**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Pamela A. Lawrence  
City Secretary

\_\_\_\_\_  
Robert Gervais  
City Attorney

## Permanent Rezoning of Property for Kinder Morgan CITY COMMISSION AGENDA

**Date:** 01/16/2008  
**Submitted By:** Jean Vincent, Inspections  
**Submitted For:** Larry Iles  
**Department:** Inspections  
**Agenda Area:** Regular Items

### Information

#### ACTION REQUEST (Brief Summary)

This property was granted preliminary rezoning approval by the Zoning Commission and City Commission on June 6, 2007. A building permit has been issued for the construction of the building and this needs to have the final ordinance drafted to permanently rezone this property.

#### BACKGROUND

This was given rezoning approval by the Zoning Commission on May 1, 2007 and by the City Commission on June 6, 2007. There was no opposition to the rezoning and it is now ready for the final ordinance to permanently rezone the property.

#### ANALYSIS

#### ALTERNATIVES CONSIDERED

### Fiscal Impact

### Attachments

Link: [memo](#)

Link: [CC](#)

[Public](#)  
[Hearing](#)  
[Notice](#)

Link: [Public](#)  
[Hearing](#)  
[Notice](#)

Link: [Ord](#)  
[08-03](#)

### Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
			Jean Vincent	01/02/2008 03:31 PM	CREATED
1		Planning	Don Carroll	01/03/2008 09:31 AM	APRV
2		Paralegal	Rachel Wyatt	01/04/2008 09:03 AM	APRV
3		Jean Vincent (Originator)	Jean Vincent	01/10/2008 08:44 AM	APRV

4	Paralegal	Rachel Wyatt	01/10/2008 04:35 PM	APRV
5	Inspections	Jean Vincent	01/11/2008 09:38 AM	APRV
6	Finance	Cheryl Hunter	01/11/2008 10:04 AM	APRV
7	Paralegal			NEW
8	City Attorney Office			
9	Paralegal			
10	Mayor			
11	City Secretary			

Form Started By: Jean Vincent

Started On: 01/02/2008 03:31 PM

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Mayor Doyle and City Commission  
Page 1  
January 11, 2008

# MEMO

To:	Mayor Doyle and City Commission
From:	Larry Iles
Subject:	Permanent Rezoning
Date:	January 11, 2008

The attached property is ready to have the final ordinance to permanently rezone the property. A building permit was issued for the construction to begin. Please place on the agenda for final rezoning.

LJI:jv

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of Texas City will hold a **PUBLIC HEARING** on **Wednesday, June 6, 2007 at 5:00 p.m.** in the Kenneth T. Nunn Room at City Hall. The purpose of the Public Hearing is to hear citizens' opinion in favor of or in opposition to the City of Texas City rezoning requests.

- REQUEST BY:** Kinder Morgan Tejas Pipeline LP to rezone from "A" (Single Family Residential) to "F-1" (Outdoor Industrial) for general office use, warehouse, temporary storage of equipment and vehicles.
- BEING:** 5.990 acres out of Lot 3, Block 4, H. Ferguson Survey.
- LOCATED:** 2900 block of Loop 197 North, Texas City, Texas.

Any citizen wishing to voice his or her opinion in favor of or in opposition to the above change is invited to be present and will be heard. If you are opposed to this rezoning request, you must submit valid reasons for opposition in writing to the City Commission of Texas City, P. O. Drawer 2608, Texas City, TX 77592-2608. Written comments will be accepted and considered on or before the date of the Public Hearing. After hearing the rezoning request, you may withdraw your opposition should your objections be satisfied. Your withdrawal should be in writing to the City Commission.

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Pamela Lawrence, City Secretary  
City of Texas City

Date of posting: May 7, 2007

## NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held before the Texas City Zoning Commission at 5:15 p.m. on Tuesday, May 1, 2007 in the Conference Room at City Hall Annex. The purpose of the Public Hearing is to hear citizens' opinion in favor of or in opposition to the City of Texas City rezoning requests.

**REQUEST BY:** Kinder Morgan Tejas Pipeline request to rezone from "A" (Single Family Residential) to "F-1" (Outdoor Industrial) for general office use, warehouse, temporary storage of equipment and vehicles.

**BEING:** Being. 5.99 acres out of Lot 3, Blk. 4, J. Ferguson Survey.

**LOCATED :** In the 3000 block of Loop 197 North.

Any citizen wishing to voice his opinion in favor of or in opposition to the above change is invited to be present and will be heard. If you are opposed to the proposed rezoning you must submit valid reasons for opposition in writing to the Zoning Commission of Texas City, P.O. Drawer 2608, Texas City TX 77592-2608. Written comments will be accepted and considered on or before the date of the Public Hearing. After hearing the rezoning request, you may withdraw your opposition should your objections be satisfied. Your withdrawal should be in writing to the Zoning Commission.

Respectfully,

Donald R. Carroll  
City Planner

DRC:jv

DATED: April 12, 2007

**ORDINANCE NO. 08-03**

**AN ORDINANCE AMENDING CHAPTER 40 OF THE CODE OF ORDINANCES OF THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, ALSO KNOWN AS THE ZONING ORDINANCE, BY REZONING FROM DISTRICT “A”, SINGLE FAMILY RESIDENTIAL, TO DISTRICT “F-1”, OUTDOOR INDUSTRIAL, FOR GENERAL OFFICE USE, WAREHOUSE, TEMPORARY STORAGE OF EQUIPMENT AND VEHICLES BEING 5.99 ACRES OUT OF LOT 3, BLOCK 4, J. FERGUSON SURVEY, LOCATED IN THE 3000 BLOCK OF LOOP 197 NORTH, TEXAS CITY, GALVESTON COUNTY, TEXAS; ORDERING SAID CHANGES MADE ON THE CITY ZONING MAP; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; DISPENSING WITH THE CHARTER REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.**

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**WHEREAS**, due and proper notice has been given and public hearing held and all other required action taken to amend the Zoning Ordinance for the City of Texas City, Texas, and it is the considered opinion of the City Commission that said Ordinance be amended and changed as follows for the public welfare, good, economy, and enjoyment.

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

**SECTION 1:** That certain property located within the City of Texas City, being 5.99 acres out of Lot 3, Block 4, J. Ferguson Survey, located in the 3000 block of Loop 197 North, in Texas City, Galveston County, Texas, currently zoned as District “A” (Single Family Residential), is hereby rezoned and classified as District “F-1”, Outdoor Industrial, for general office use, warehouse, temporary storage of equipment and vehicles.

**SECTION 2:** That the City Engineer shall designate said changes from District “A”, Single Family Residential, to District “F-1”, Outdoor Industrial, as hereinabove provided on the original zoning map, as amended, and on the duplicate copy thereof kept in the Office of the City Planning Board.

**SECTION 3:** That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. In the event any section, clause, sentence, paragraph, or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

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

**SECTION 5:** That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City.

**PASSED AND ADOPTED the 16th day of January, 2008.**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Pam Lawrence  
City Secretary

\_\_\_\_\_  
Robert Gervais  
City Attorney

## Permanently Rezoning Property for Groendyke Transport CITY COMMISSION AGENDA

**Date:** 01/16/2008  
**Submitted By:** Jean Vincent, Inspections  
**Submitted For:** Larry Iles  
**Department:** Inspections  
**Agenda Area:** Regular Items

### Information

#### **ACTION REQUEST (Brief Summary)**

This item was previously granted rezoning approval by the Zoning Commission and City Commission. A building permit has been issued and the ordinance to permanently rezone the property should now be done.

#### **BACKGROUND**

This was granted preliminary rezoning approval by the Zoning Commission on September 17, 2007 and then by the City Commission. It is now ready for the ordinance to permanently rezone the property.

#### **ANALYSIS**

#### **ALTERNATIVES CONSIDERED**

### Fiscal Impact

### Attachments

Link: [memo](#)

Link: [CC](#)

[Public](#)

[Hearing](#)

[Notice](#)

Link: [Legal](#)

[notice](#)

Link: [Ord](#)

[08-02](#)

### Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
			Jean Vincent	01/02/2008 03:38 PM	CREATED
1		Planning	Don Carroll	01/03/2008 09:31 AM	APRV
2		Paralegal	Rachel Wyatt	01/04/2008 09:04 AM	APRV
3		Paralegal	Rachel Wyatt	01/04/2008 09:04 AM	APRV
4		Jean Vincent (Originator)	Jean Vincent	01/10/2008 08:44 AM	APRV
5		Paralegal	Rachel Wyatt	01/10/2008 04:35 PM	APRV

6	Inspections	Jean Vincent	01/11/2008 09:38 AM	APRV
7	Finance	Cheryl Hunter	01/11/2008 10:03 AM	APRV
8	Paralegal			NEW
9	City Attorney Office			
10	Paralegal			
11	Mayor			
12	City Secretary			

Form Started By: Jean Vincent

Started On: 01/02/2008 03:38 PM

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Mayor Doyle and City Commission  
Page 1  
January 11, 2008

# MEMO

To:	Mayor Doyle and City Commission
From:	Larry Iles
Subject:	Permanent Rezoning
Date:	January 11, 2008

The attached property is ready to have the final ordinance to permanently rezone the property. A building permit was issued for the construction to begin. Please place on the agenda for final rezoning.

LJI:jv



## NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of Texas City will hold a **PUBLIC HEARING** on **Wednesday, November 7, 2007 at 5:00 p.m.** in the Kenneth T. Nunn Room at City Hall. The purpose of the Public Hearing is to hear citizens' opinion in favor of or in opposition to the City of Texas City rezoning requests.

- REQUEST BY:** Groendyke Transport Inc. to rezone from "F" (Light Industry) to "F-1" (Outdoor Industrial) to construct a fuel station with above ground tanks..
- BEING:** Lots 1-12. 13-24. Block 146 and 139. Kohfeldt's 2<sup>nd</sup> Addition.
- LOCATED:** At 102 Hwy 146, Texas City, Texas.

Any citizen wishing to voice his or her opinion in favor of or in opposition to the above change is invited to be present and will be heard. If you are opposed to this rezoning request, you must submit valid reasons for opposition in writing to the City Commission of Texas City, P. O. Drawer 2608, Texas City, TX 77592-2608. Written comments will be accepted and considered on or before the date of the Public Hearing. After hearing the rezoning request, you may withdraw your opposition should your objections be satisfied. Your withdrawal should be in writing to the City Commission.

/s/ Pamela A. Lawrence  
Pamela Lawrence, City Secretary  
City of Texas City

Date of posting: October 1, 2007

## NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held before the Texas City Zoning Commission at 5:15 p.m. on Tuesday, September 18, 2007 in the Conference Room at City Hall Annex. The purpose of the Public Hearing is to hear citizens' opinion in favor of or in opposition to the City of Texas City rezoning requests.

**REQUEST BY:** Terry Bain for Groendyke Transport Inc. Request to rezone from "F" (Light Industry) to "F-1" (Outdoor Industrial) to construct a fuel station with above ground tanks.

**BEING:** Being Lots 1-12,13-24, Blk. 146 and 139 Kohfeldt's 2<sup>nd</sup> Addition.

**LOCATED :** At 102 Hwy. 146.

Any citizen wishing to voice his opinion in favor of or in opposition to the above change is invited to be present and will be heard. If you are opposed to the proposed rezoning you must submit valid reasons for opposition in writing to the Zoning Commission of Texas City, P.O. Drawer 2608, Texas City TX 77592-2608. Written comments will be accepted and considered on or before the date of the Public Hearing. After hearing the rezoning request, you may withdraw your opposition should your objections be satisfied. Your withdrawal should be in writing to the Zoning Commission.

Respectfully,

Donald R. Carroll  
City Planner

DRC:jv

DATED: August 27, 2007

**ORDINANCE NO. 08-02**

**AN ORDINANCE AMENDING CHAPTER 40 OF THE CODE OF ORDINANCES OF THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, ALSO KNOWN AS THE ZONING ORDINANCE, BY REZONING FROM DISTRICT “F”, LIGHT INDUSTRY, TO DISTRICT “F-1”, OUTDOOR INDUSTRIAL, TO CONSTRUCT A FUEL STATION WITH ABOVE GROUND TANKS BEING LOTS 1-12, 13-24, BLOCK 146 AND 139, KOHFELDT’S 2<sup>ND</sup> ADDITION, LOCATED AT 102 HIGHWAY 146, TEXAS CITY, GALVESTON COUNTY, TEXAS; ORDERING SAID CHANGES MADE ON THE CITY ZONING MAP; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; DISPENSING WITH THE CHARTER REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.**

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**WHEREAS**, due and proper notice has been given and public hearing held and all other required action taken to amend the Zoning Ordinance for the City of Texas City, Texas, and it is the considered opinion of the City Commission that said Ordinance be amended and changed as follows for the public welfare, good, economy, and enjoyment.

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

**SECTION 1:** That certain property located within the City of Texas City, being Lots 1-12, 13-24, Block 146 and 139, Kohfeldt’s 2<sup>nd</sup> Addition, located at 102 Highway 146, in Texas City, Galveston County, Texas, currently zoned as District “F” (Light Industry), is hereby rezoned and classified as District “F-1”, Outdoor Industrial, to construct a fuel station with above ground tanks.

**SECTION 2:** That the City Engineer shall designate said changes from District “F”, Light Industry, to District “F-1”, Outdoor Industrial, as hereinabove provided on the original zoning map, as amended, and on the duplicate copy thereof kept in the Office of the City Planning Board.

**SECTION 3:** That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. In the event any section, clause, sentence, paragraph, or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

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

**SECTION 5:** That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City.

**PASSED AND ADOPTED the 16th day of January, 2008.**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Pam Lawrence  
City Secretary

\_\_\_\_\_  
Robert Gervais  
City Attorney

**Budget amendment for the Dow supplemental environmental project.**  
**CITY COMMISSION AGENDA**

**Date:** 01/16/2008  
**Submitted By:** Cheryl Hunter, Finance  
**Submitted For:** Cheryl Hunter  
**Department:** Finance  
**Agenda Area:** Regular Items

**Information**

**ACTION REQUEST (Brief Summary)**

Consider approval of a request to amend the City of Texas City's fiscal year 2007/2008 budget.

**BACKGROUND**

A budget is needed to accept donated funds from Dow Chemical. The funds, in the amount of \$165,000, will be used to purchase an emergency response mobile command center (MCC) and other emergency response equipment for the City of Texas City's Emergency Response System. The donated funds must be fully expended by September 25, 2008. The funding will be appropriated in the department of Emergency Management, which the Director of Emergency Management will oversee and be responsible for project compliance.

**ANALYSIS**

Budget amendment is as follows:

General Fund: Emergency Management

101-206-55150-08020-Misc. Equipment-DOW MCC Project	\$165,000
101-000-48307-Donations	<\$165,000>

**ALTERNATIVES CONSIDERED**

**Fiscal Impact**

**Attachments**

Link:  
Ord  
08-04

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
		Cheryl Hunter	01/09/2008 11:04 AM	CREATED
1	Finance (Originator)	Cheryl Hunter	01/09/2008 11:18 AM	APRV
2	Finance (Originator)	Cheryl Hunter	01/11/2008 08:17 AM	APRV
3	Paralegal	Rachel Wyatt	01/11/2008 08:26 AM	APRV

4 City Attorney Office Rachel Wyatt 01/11/2008 08:26 AM APRV  
5 Paralegal Rachel Wyatt 01/11/2008 08:27 AM APRV  
6 Mayor NEW  
7 City Secretary

Form Started By: Cheryl Hunter

Started On: 01/09/2008 11:04 AM

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**ORDINANCE NO. 08-04**

**AN ORDINANCE AMENDING ORDINANCE NO. 07-32, ADOPTING THE 2007-2008 FISCAL YEAR BUDGET TO ACCEPT DONATED FUNDS FROM DOW CHEMICAL TO PURCHASE AN EMERGENCY RESPONSE MOBILE COMMAND CENTER; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK AND THE STATE COMPTROLLER'S OFFICE; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, by Ordinance No. 07-32, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2007-2008; and,

**WHEREAS**, a budget amendment is needed to accept donated funds from Dow Chemical in the amount of \$165,000.00 to purchase an emergency response mobile command center (MCC) and other emergency response equipment for the City of Texas City's Emergency Response System.

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

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

**SECTION 2:** That the budget for Fiscal Year 2007-2008 of the City of Texas City, Texas, is hereby amended as follows:

**General Fund: Emergency Management:**

**101-206-55150-08020-Misc Equipment-**

**Dow MCC Project**

**\$165,000.00**

**101-000-48307-Donations**

**<\$165,000.00>**

**SECTION 3:** That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk and the State Comptroller's Office.

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

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

**PASSED AND ADOPTED this 16th day of January, 2008.**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Pamela A. Lawrence  
City Secretary

\_\_\_\_\_  
Robert Gervais  
City Attorney



## CIMU ORDINANCE TO ESTABLISH DISTRICT CITY COMMISSION AGENDA

**Date:** 01/16/2008  
**Submitted By:** Jean Vincent, Inspections  
**Submitted For:** Jean Vincent  
**Department:** Inspections  
**Agenda Area:** Regular Items

### Information

#### **ACTION REQUEST (Brief Summary)**

NEED THE ORDINANCE TO ESTABLISH THE CIMU DISTRICT FOR THE DICKINSON BAYOU TRANSITION AREA.  
 THE PUBLIC HEARING WAS HELD AT THE LAST CITY COMMISSION MEETING.

#### **BACKGROUND**

THIS WAS PREVIOUSLY APPROVED BY THE CITY COMMISSION DURING A PUBLIC HEARING WHICH WAS HELD ON JANUARY 2, 2008. THIS ORDINANCE IS ESTABLISHING THE CIMU DISTRICT.

#### **ANALYSIS**

#### **ALTERNATIVES CONSIDERED**

### Fiscal Impact

### Attachments

Link: [CIMU  
DEFINITION](#)

### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Jean Vincent	01/10/2008 08:30 AM	CREATED
1	Paralegal	Rachel Wyatt	01/10/2008 04:35 PM	APRV
2	Inspections	Jean Vincent	01/11/2008 09:39 AM	APRV
3	Finance	Cheryl Hunter	01/11/2008 10:03 AM	APRV
4	Paralegal			NEW
5	City Attorney Office			
6	Paralegal			
7	Mayor			
8	City Secretary			
Form Started By: Jean Vincent		Started On: 01/10/2008 08:30 AM		

**PROPOSED ZONING ORDINANCE AMENDMENT - PUBLIC HEARING  
 ADDING ZONING DISTRICT CIMU,  
 COMMERCIAL/INDUSTRIAL/MIXED USE  
 FOR THE DICKINSON BAYOU TRANSITION AREA**

Principal uses allowed are: D, O-P, E, E-4, F, F-1,PI, G, G-2 (Residential housing when and where appropriate may be allowed. Must be reviewed on a case by case basis and obtain Planning Board, Zoning and City Commission approval).

Impervious cover not to exceed 85% with the remaining area to be landscaped in accordance with Section 40-63.

(d) Area and height regulations.

- (1) Minimum lot area.....10,000 sq. feet
- (2) Minimum lot width..... 80 feet
- (3) Minimum lot depth.....150 feet
- (4) Minimum front yard..... 40 feet
- (5) Minimum rear yard..... 40 feet if adjacent to residential property
- (6) Minimum side yard..... 10 feet  
 If adjacent to any district zoned for residential use..... 70 feet  
 If adjacent to street..... 50 feet
- (7) Minimum distance between detached structures..... 30 feet
- (8) Maximum lot coverage by structures..... 60%
- (9) Maximum lot covers by structures, driveways, and parking..... 85%
- (10) Maximum height ..... 75 feet  
 If proposed use is adjacent to property with a residential dwelling the maximum height of structure ..... 35 feet

Screening - fences, walls, berms and/or heavy landscape and foliage may be used for screening if property adjacent or in near proximity to existing residents. The design and amount of screening will be determined based on proposed activity, distance to residents and density of residents.

Landscape requirements at 15% of area to be developed.