

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

*** * AGENDA * ***

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

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS AND PRESENTATIONS**
- 4. REPORTS**
 - a. Report on the Police Department's Annual Racial Profiling Report.
 - b. Claunch & Miller, Inc. will present a report on the Paving, Drainage, Water, and Sanitary Sewer Improvements along 9th Street (between 8th Avenue & 7th Avenue) and 7th Street (between 11th Avenue & 7th Avenue).
- 5. CONSENT AGENDA**
 - a. Consider approval of the Minutes from the February 20, 2008 Regular Called City Commission Meeting.
 - b. Consider approval of **Resolution No. 08-017** authorizing the Mayor to execute an **subrecipient agreement** with Sam Houston State University; **to participate in the Anti-Gang Project.** (Police Dept.)
 - c. Consider approval of **Resolution No. 08-019** awarding an **Engineering Contract** for the Engineering Construction Phase Services for **“Paving, Drainage, Water, and Sanitary Sewer Improvements** along 9th Street (Between 8th Avenue & 7th Avenue) and 7th Street (Between 11th Avenue & 7th Avenue). (Transportation & Planning Dept.)
 - d. Consider approval of **Resolution No. 08-018** **appointment** of a new board member **to the Recreation & Tourism Board.** (Mayor)
 - e. Consider approval of **Resolution No. 07-121** approving the Single Family Mortgage Revenue Multifamily Housing Revenue Bonds for a multi family property in the City of Texas City, Texas (**Mansions at Moses Lake Apartments**); authorizing the Mayor to execute documents pertaining to approval. (SETH)
 - f. Consider approval of **Resolution No. 08-013** authorizing the Mayor to execute an **Joint Election Agreement** with the Texas City Independent School District.

6. PUBLIC COMMENTS
7. MAYOR'S COMMENTS
8. 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: February 28, 2008

4.a.

Presentation of Police Dept 2007 Annual Racial Profiling Report CITY COMMISSION AGENDA 2

Date: 03/05/2008

Submitted By: Carla Costello, Police Department

Submitted For: Robert Burby

Department: Police Department

Agenda Area: Reports

Information

ACTION REQUEST (Brief Summary)

Presentation of the Police Department's Annual Racial Profiling Report, in compliance with Article 2.134 of the Texas Code of Criminal Procedure.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link: 2007
Racial Profiling
Report

TEXAS CITY POLICE DEPARTMENT

2007

RACIAL PROFILING REPORT

Robert J. Burby
Chief of Police





TEXAS CITY POLICE DEPARTMENT



MEMORANDUM

DATE: February 11, 2008

TO: Mayor Matt Doyle, Commissioner Mike Land, Commissioner Dee Ann Haney,
Commissioner Carl Sullivan, Commissioner Donald Singleton, Commissioner Dedrick
Johnson, Commissioner Tommy Clark

FROM: Chief Robert J. Burby

RE: Racial Profile Report for the Calendar Year 2007

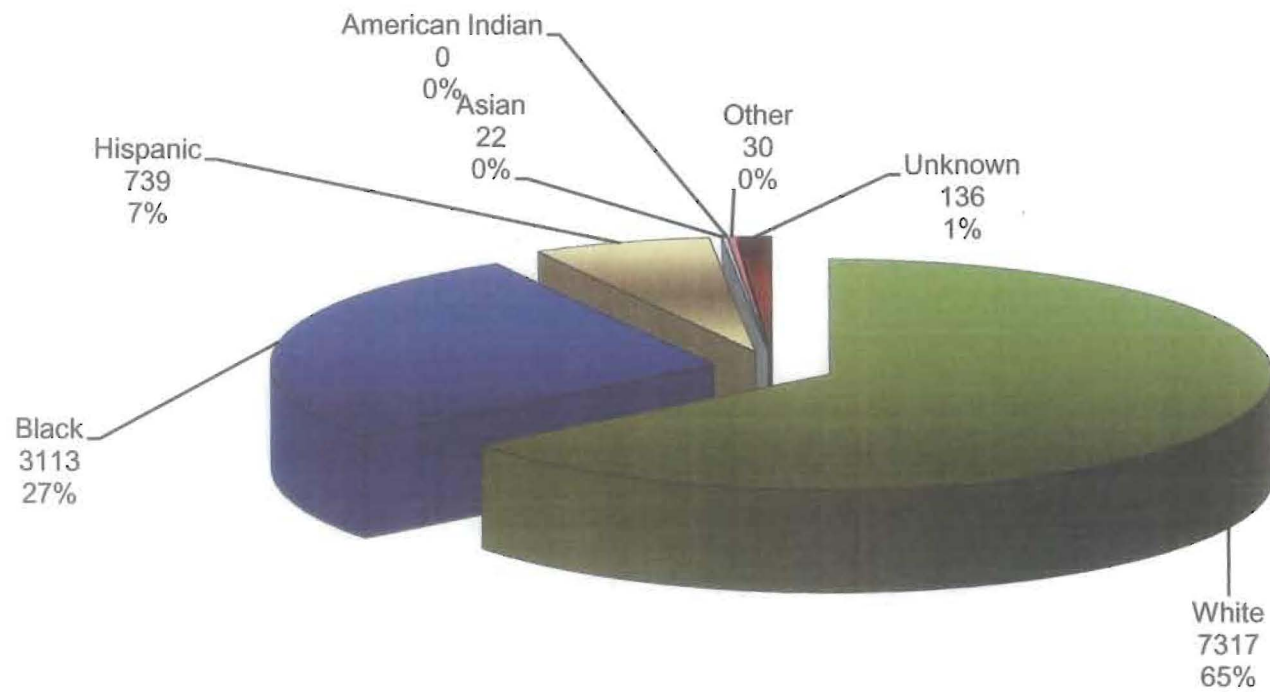
In compliance with Article 2.134 of the Texas Code of Criminal Procedure, I am providing you with a copy of the Annual Racial Profiling Report.

Racial Profiling in the Texas City Police Department is prohibited by State Law and by Departmental Policy.

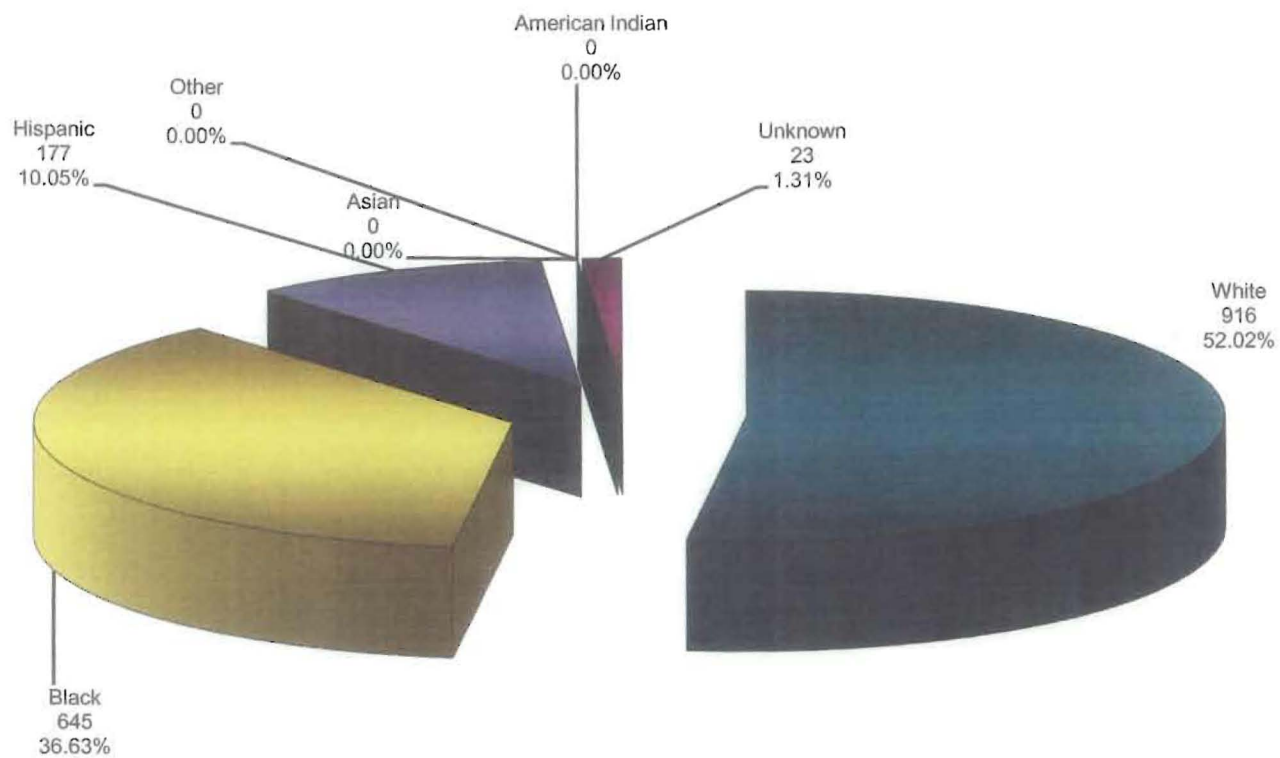
In examining the data contained in this report, I can find no evidence of racial profiling in this Department and I believe we are in compliance with state requirement.

If you have any questions about this document please call me at (409)643-5750.

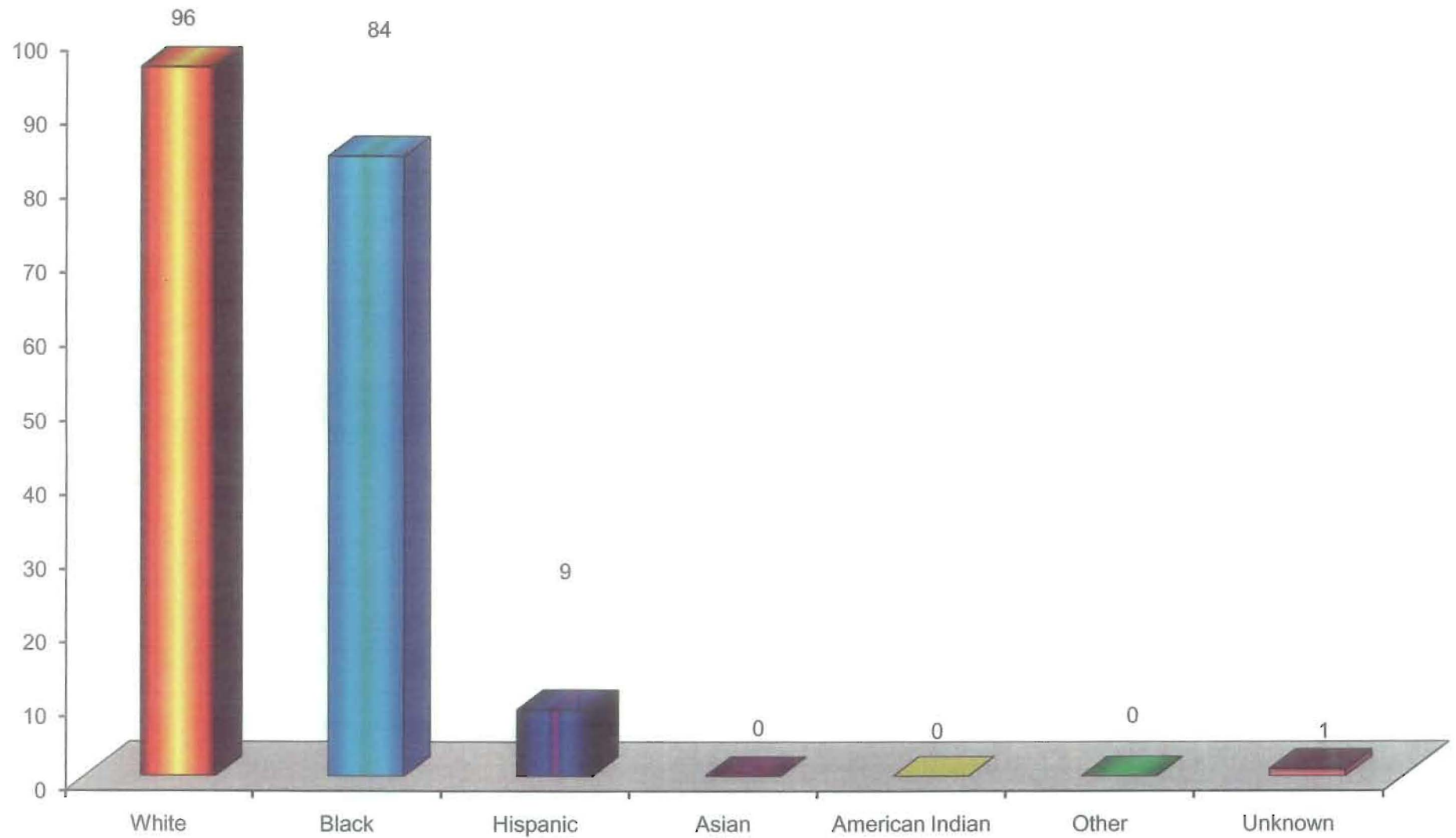
2007 RACIAL PROFILE REPORT



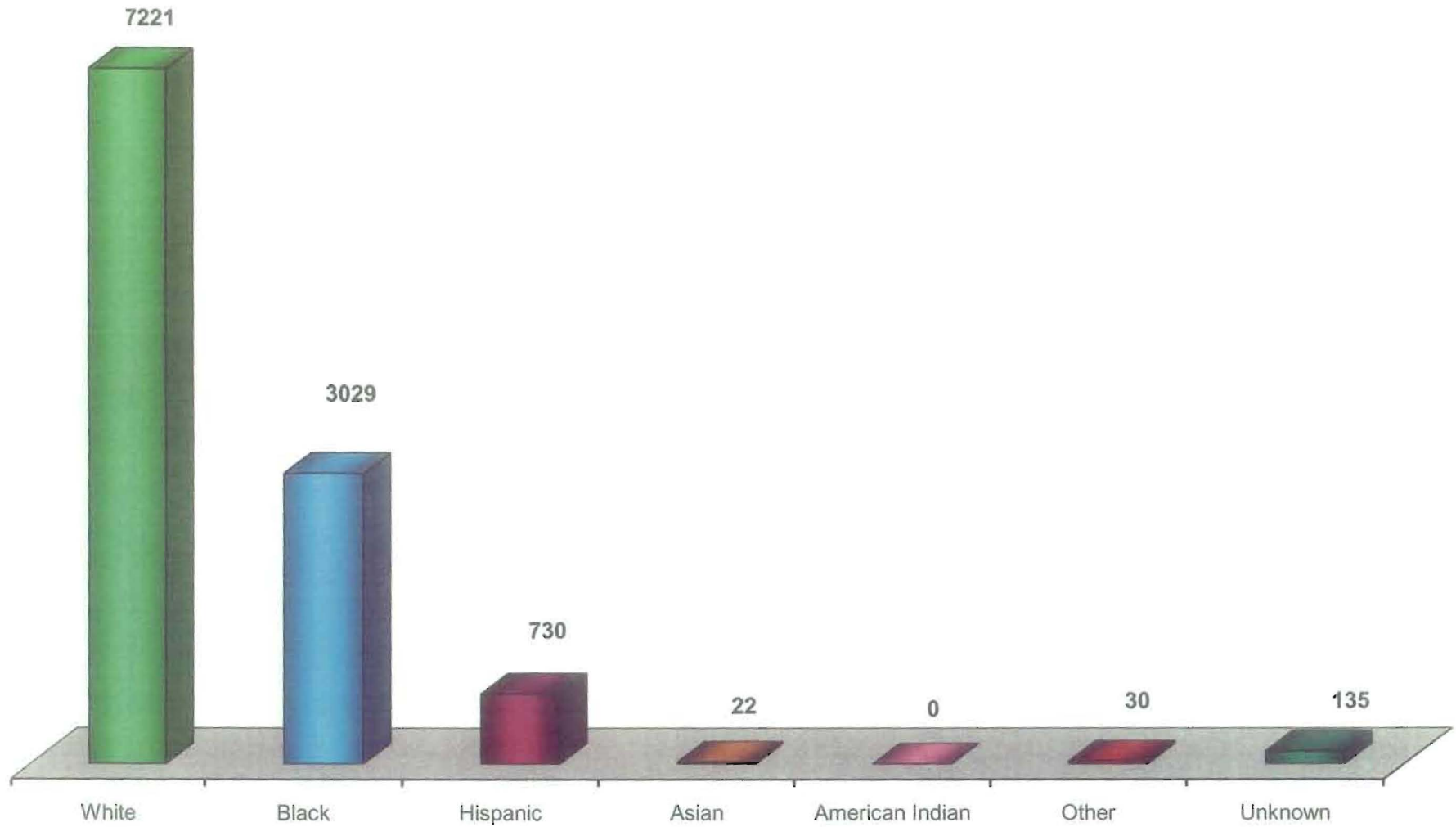
TEXAS CITY POLICE DEPARTMENT ARREST COMPARISON - 2007



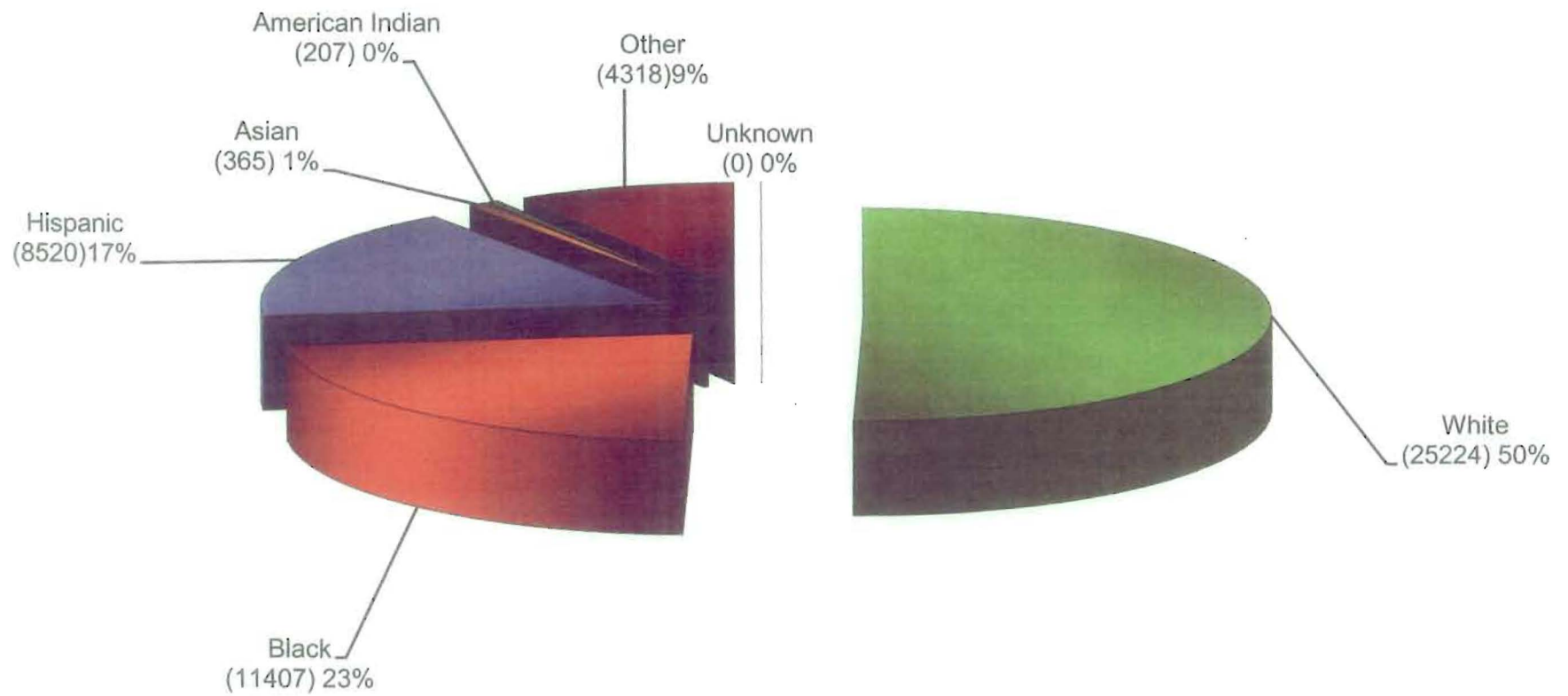
TEXAS CITY POLICE DEPARTMENT SEARCHES - TRAFFIC STOP - 2007



**TEXAS CITY POLICE DEPARTMENT
NO SEARCHES - TRAFFIC STOP - 2007**



**CITY OF TEXAS CITY
POPULATION DEMOGRAPHICS**
(Based on 2000 US Census Data)



	White	Black	Hispanic	Asian	American Indian	Other	Unknown	
ARR/CITS	7317	3113	739	22		0	30	136
ARRESTS	916	645	177	0		0	0	23
Cons Search	96	84	9	0		0	0	1
NO SEARCH	7221	3029	730	22		0	30	135
Population	25224	11407	8520	365		207	4318	0

ARR/CITS	3113
Cons Search	84

4.b.

Paving, Drainage, Water, and Sanitary Sewer Improvements CITY COMMISSION AGENDA 2

Date: 03/05/2008

Submitted By: Pam Lawrence, Administration

Submitted For: J. McWhorter

Department: Administration

Agenda Area: Reports

Information

ACTION REQUEST (Brief Summary)

Report on the Paving, Drainage, Water, and Sanitary Sewer Improvements along 9th Street (between 8th Avenue & 7th Avenue) and 7th Street (between 11th Avenue & 7th Avenue).

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

*No file(s)
attached.*

5.a.

City Commission Minutes for February 20, 2008 Meeting
CITY COMMISSION AGENDA 2

Date: 03/05/2008

Submitted By: Pam Lawrence, Administration

Department: Administration

Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Consider approval of the Minutes from the February 20, 2008 Regular Called City Commission Meeting.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link: [February 20, 2008 CC Minutes](#)

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

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

**WEDNESDAY, FEBRUARY 20, 2008 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL**

A Regular Called Meeting of the City Commission was held on Wednesday, **February 20, 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: Tommy Clark, Dee Ann Haney, Dedrick Johnson, Mike Land, Donald Singleton and Carl Sullivan.**

The **Mayor** called upon **Reverend Lillian Hyde, St. George's Episcopal Church**, to offer the **Invocation**. The Mayor thanked Reverend Hyde for her attendance and offering the invocation. The **Commissioner Sullivan** led all present in the **recitation of the Pledge of Allegiance**.

PROCLAMATIONS AND PRESENTATIONS

Mayor Doyle presented a book, and a Certificate of Welcome to Reverend Hyde.

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

PUBLIC HEARING

- a. Public hearing to consider Steven Lollis request to rezone from "A" (Single Family Residential) to "C" (Multi-family Residential) to construct a 240-unit senior living community; being 7.075 acres out of Lot 2, Lollis-Gebhart Subdivision; located at 34th Street and Loop 197 North, Texas City, Texas.

Don Carroll, City Planner, reported that this request came before the Zoning Commission on January 15, 2008. Ten property owners were notified of the intent to rezone. There was no opposition to the proposed rezoning. After review of all pertinent information, the Zoning Commission voted to recommend approval of this request; however, the applicant must workshop with the Staff and Planning Board concerning the pedestrian/vehicular circulation for the proposed development. This request is not in conflict with the Land Use Plan or Zoning Ordinance for the City.

Bob Amos, 7825 Hughes Ranch Road, Pearland, Texas, addressed the City Commission. Mr. Amos' complaint concerned a traffic stop at the bridge construction site at Hwy 146. He received a speeding ticket for driving 62 mph in a posted 45 mph.

Commissioner Clark made a MOTION to CLOSE the Public Hearing; the motion was SECONDED by Commissioner Singleton. All present voted AYE. MOTION CARRIED.

PRELIMINARY ZONING APPROVAL

- a. Consider preliminary approval of Steven Lollis rezoning request from "A" (Single Family Residential) to "C" (Multi Family Residential) to construct a 240-unit senior living community. (Planning Dept.)

Commissioner Clark made a MOTION to APPROVE preliminary zoning approval of Steven Lollis rezoning request from "A" (Single Family Residential) to "C" (Multi Family Residential) to construct a 240-unit senior living community; the motion was SECONDED by Commissioner Haney. All present voted AYE. MOTION CARRIED.

CONSENT AGENDA: All of the following items on the Consent Agenda are considered to be routine by the City Commission and will be enacted by one motion. There will not be separate discussion of these items unless a Commission Member or citizen so requests. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.

- a. Consider approval of the Minutes from the February 6, 2008 Regular Called City Commission Meeting.
- b. Consider approval of **Resolution No. 08-012** awarding the **annual contract for Electrical Maintenance**. (Purchasing Dept.)

RESOLUTION NO. 08-012

A RESOLUTION AWARDDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CRESCENT ELECTRIC FOR THE ANNUAL ELECTRICAL MAINTENANCE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

- c. Consider approval of **Resolution No. 08-014** authorizing the Galveston County **Mosquito Control** District to provide aerial spraying for mosquitoes.

RESOLUTION NO. 08-014

A RESOLUTION APPROVING THE AERIAL SPRAYING OVER THE TERRITORY OF THE CITY OF TEXAS CITY, TEXAS, FOR THE ABATEMENT OF MOSQUITOES BY THE GALVESTON COUNTY MOSQUITO CONTROL DISTRICT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

- d. Consider approval of **Resolution No. 08-015** ordering the **General Election** to elect a Mayor and six Commissioners; **approving the Notice of Election**; designating polling locations and appointing the presiding and alternate election judges. (Mayor)

RESOLUTION NO. 08-015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, CALLING A GENERAL CITY ELECTION TO BE HELD IN THE CITY OF TEXAS CITY, TEXAS, ON SATURDAY, MAY 10, 2008, BETWEEN THE HOURS OF 7:00 O'CLOCK A.M. AND 7:00 P.M., FOR THE PURPOSE OF ELECTING A MAYOR, TWO CITY COMMISSIONERS AT-LARGE, AND FOUR CITY COMMISSIONERS FROM DISTRICTS, EACH FOR TWO YEAR TERMS; DESIGNATING THE POLLING LOCATIONS; APPOINTING THE PRESIDING AND ALTERNATE ELECTION JUDGES; PROVIDING FOR EARLY VOTING; PROVIDING FOR AN EARLY VOTING BALLOT BOARD; PROVIDING FOR NOTICE OF ELECTION; SETTING COMPENSATION FOR ELECTION JUDGES AND CLERKS; AND MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

- e. Consider approval of **Resolution No. 08-016** awarding an **annual contract** for the purchase and delivery of **Quicklime**. (Purchasing Dept.)

RESOLUTION NO. 08-016

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

Commissioner Singleton made a MOTION to APPROVE the CONSENT AGENDA; the motion was SECONDED by Commissioner Clark. All present voted AYE. MOTION CARRIED.

REGULAR ITEMS

- a. Consider approval of **Ordinance 08-08 amending the Code of Ordinance City of Texas City Texas** Chapter 90 *Personnel*, Article III. Division 3, *Police Department*. by **increasing the authorized strength of the Police Department** by adding two officers. (Police Dept.)

Police Chief Burby gave a presentation on Selective Traffic Enforcement Patrol (STEP). He reported that the Selective Traffic Enforcement Patrol will be responsible for the investigation of fatality, severe injury motor vehicle accidents. Officers assigned to this unit work various hours and days to respond to the specified needs of the community as well as traffic complaints not worked by the Patrol Shifts. They will report directly to the Uniformed Patrol Captain, and are not considered a daily uniformed patrol shift asset. The City has received numerous complaints regarding traffic violations in many different parts of the city at various time of the day. Due to the volume and type traffic concerns, we initiated a Selective Traffic Enforcement Patrol designed to be deployed to areas of concerns. Another trend we realized was an increasing number of traffic accidents hit and run incidents, and accidents along Hwy 146. We began by announcing our intent to focus on the ingress and egress corridors of the city. Our goal is in line with universal traffic enforcement to get drivers to voluntarily comply with the rules of the road.

ORDINANCE NO. 08-08

AN ORDINANCE AMENDING ORDINANCE NO. 07-32, ADOPTING THE 2007-2008 FISCAL YEAR BUDGET TO INCREASE FUNDING TO THE EXISTING BUDGET TO BALANCE ENCUMBRANCES FROM FISCAL YEAR 2006-2007; 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.

Commissioner Clark made a MOTION to APPROVE Ordinance 08-08 amending the Code of Ordinance City of Texas City Texas Chapter 90 *Personnel*, Article III. Division 3, *Police Department*. by increasing the authorized strength of the Police Department by adding two officers; the motion was SECONDED by Commissioner Johnson. All present voted AYE. MOTION CARRIED.

- b. Consider approval of **Ordinance 08-09** amending the City of Texas City's fiscal year 2007/2008 budget to provide funding for the addition of two patrolmen for the Texas City Police Department. (Finance Dept.)

Commissioner Clark made a MOTION to APPROVE Ordinance 08-09 amending the City of Texas City's fiscal year 2007/2008 budget to provide funding for the addition of two patrolmen for the Texas City Police Department; the motion was SECONDED by Commissioner Johnson. All present voted AYE. MOTION CARRIED.

- c. Consider approval of Ordinance No. 08-07 to permanently rezone from "C" (Multi-family Residential) to "D" (Neighborhood service), "E" (General Business) and "F-1" (Outdoor Industrial) to "H" (Heavy Industry) to administratively correct the existing land use designation; being all of Blocks 40, 41, 79, 80, 81, 82, 83, and 84 of the T.C. 1st and a portion of Blocks 12, 13, 36, 37, 38 and 39 of T.C. 1st Addition, save and except Lots 4 & 5, Blk. 67 T.C. 1st Addition and Blocks 64, 65, 66 and 67 which will be rezoned "IBD" (Industry Business District); being an area bounded by 6th Street, Bay Street, 2nd Avenue South and 4th Avenue South. (Inspections Dept.).

James McWhorter reported that the City initiated this action. This request came before the Zoning Commission on November 7, 2007. Seven property owners were notified of the intent to rezone. There was no opposition to the proposed rezoning. Staff made a revised recommendation and recommended a portion be zoned IBD (Industrial Business District) in place of "H" (Heavy Industry). This revision is a result of additional data analysis. Specifically, the rationale for the revised recommendation is the City wanting to ensure that there is no encroachment of heavy industry past 3rd Avenue South and 4th Street South. This recommendation is consistent with the vision and current provisions established with the Land Use Plan designation for the Industrial Transition Zone and the Industrial Business District zoning district designation. The area set aside for IBD offers a higher land use and better transition between the residue heavy industrial land uses to the south and east. After consideration of the recommendation and all pertinent information the Zoning Commission recommended approval of the rezoning request as amended by Staff's recommendation.

Commissioner Clark made a MOTION to APPROVE Ordinance No. 08-07 to permanently rezone from "C" (Multi-family Residential) to "D" (Neighborhood service), "E" (General Business) and "F-1" (Outdoor Industrial) to "H" (Heavy Industry) to administratively correct the existing land use designation; being all of Blocks 40, 41, 79, 80, 81, 82, 83, and 84 of the T.C. 1st and a portion of Blocks 12, 13, 36, 37, 38 and 39 of T.C. 1st Addition, save and except Lots 4 & 5, Blk. 67 T.C. 1st Addition and Blocks 64, 65, 66 and 67 which will be rezoned "IBD" (Industry Business District); being an area bounded by 6th Street, Bay Street, 2nd Avenue South and 4th Avenue South; the motion was SECONDED by Commissioner Haney. All present voted AYE. MOTION CARRIED.

Tom Kessler, Director of Public Works, reported that the Service Center on the south side of town is literally falling down and needs to be replaced. The City has been looking at ways of relocating. In this year's budget we have budgeted \$2.3 million to look at ways to relocate. Recently, the old Gene Nelson Paint Company went up for sale - we purchased it, it is almost 6 acres. The building on the property is in pretty good shape. Some renovations are needed (painting, new roof, etc.) We are in the planning process right now to decide who is going to go where.

5. PUBLIC COMMENTS

Barbara White, citizen of Texas City, reported that the Texas City High School will hold a mock election. "Democracy in Action" will be held at the Texas City High School starting Monday, February 25, 2008, between 10:15 a.m. and 12:20 p.m.

Jack Cross, citizen of Texas City, commented on housing for the elderly. Older folks are looking for smaller homes and have moved to the mainland, specifically to Texas City. The Galveston News has complimented Texas City for providing housing for the elderly people.

6. MAYOR'S COMMENTS

Mayor Doyle announced that there will be a dedication of two historical markers on Wednesday, February 27, starting at 9:00 a.m. and again at 10:30 a.m. We will dedicate a marker to the Bell House and re-dedicate a marker to Booker T. Washington.

7. COMMISSIONERS' COMMENTS

Commissioner Sullivan expressed his appreciation to the Mayor and the Commissioners, and to all Department Heads and to the City Staff.

The Commission expressed their appreciation to Carl Sullivan and stated that he would be missed.

Having no further business, **Commissioner Clark made a MOTION to ADJOURN at 5:50 p.m.; the motion was SECONDED by Commissioner Johnson. All present voted AYE. MOTION CARRIED.**

MATTHEW T. DOYLE, MAYOR

ATTEST:

Pamela A. Lawrence, City Secretary

pal: 02-26-2008

5.b.

Approval of Subrecipient Agreement 321-20-B12B Between SHSU and TCPD

CITY COMMISSION AGENDA 2

Date: 03/05/2008
Submitted By: Carla Costello, Police Department
Submitted For: Robert Burby
Department: Police Department
Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Approval of the participation of Texas City Police Department in 'Project Safe Neighborhoods - Texas Southern District Anti-Gang' Project of Sam Houston State University; in which TCPD is a subrecipient of a Prime Agreement between SHSU and the Federal Office of Justice Programs. Texas City has been approved to receive a maximum of \$60,000.00 total reimbursements for participation expenses over the next three (3) years (thru August 31, 2010).

BACKGROUND

Texas City has previously approved and participated in this Project, refer to Subrecipient Agreement 321-20-S041 Between SHSU and TCPD, where the City received \$32,301.55 in reimbursement.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:
[shsu08](#)

Link:
[Res](#)
[08-017](#)

SUBRECIPIENT AGREEMENT 321-20-B12B
BETWEEN
SAM HOUSTON STATE UNIVERSITY
AND
TEXAS CITY POLICE DEPARTMENT

This SUBRECIPIENT AGREEMENT is made by and between SAM HOUSTON STATE UNIVERSITY, a member of The Texas State University System and an agency of the State of Texas, hereinafter referred to as "SHSU" and TEXAS CITY POLICE DEPARTMENT, hereinafter referred to as "SUBRECIPIENT".

WHEREAS, SHSU has a project entitled "*Project Safe Neighborhoods – Texas Southern District Anti-Gang*" under the direction of Kristi Kreier, hereinafter referred to as Project Director, which is funded by a Prime Agreement with the Office of Justice Programs, hereinafter referred to as Prime Sponsor, Grant Number 2007-PG-BX-0074, and

WHEREAS, SUBRECIPIENT is ready, able and willing to undertake a portion of said efforts.

NOW THEREFORE, and in consideration of the premises of the mutual covenants and promises of the parties hereinafter set forth, it is hereby agreed as follows:

1. STATEMENT OF WORK. SUBRECIPIENT agrees to use its reasonable best efforts to perform the research program as appended hereto and incorporated as **Appendix A**.
2. TECHNICAL SUPERVISOR/PRINCIPAL INVESTIGATOR. The research will be supervised by Robert Burby as coordinated by Kristi Kreier. If, for any reason Robert Burby is unable to continue to serve as Technical Supervisor/Principal Investigator, and a successor acceptable to both SHSU and the SUBRECIPIENT is not available, this Agreement shall be terminated as provided in Article 8.
3. PERIOD OF PERFORMANCE. The research shall be conducted during the period September 1, 2007 through August 31, 2010 and will be subject to extension only by mutual written agreement of the parties.
4. PRICE AND PAYMENT. As compensation for the performance of this Agreement, SHSU agrees to reimburse SUBRECIPIENT for actual costs incurred not to exceed **Sixty Thousand US Dollars (\$60,000.00)**.

Payments shall be made to SUBRECIPIENT upon submission of monthly invoices prepared in sufficient detail to indicate clearly the nature of all expenses in the format of the budget included as **Appendix B** hereto. Supporting detail, including copies of receipts and time records, shall be provided for payroll, travel, consultants and equipment purchases. Invoices shall be submitted to the following address:

Kristi Kreier
College of Criminal Justice
SHSU Box 2296
Huntsville, Tx 77341-2296
936-294-3579
kkreier@shsu.edu

The final invoice must be submitted within 60 calendar days after the termination date of this Agreement and must be marked "Final" by the SUBRECIPIENT.

5. **AUDIT.** The Director of SHSU Office of Contracts and Grants and representatives of Department of Health and Human Services Substance Abuse and Mental Health Services Administration shall have access to any pertinent book, document, papers, and records of the SUBRECIPIENT to make audits, examinations, excerpts and transcripts. All of the foregoing provisions shall apply to any lower tier subrecipient performing substantive work under this SUBRECIPIENT AGREEMENT.

The books of account, files and records of the SUBRECIPIENT which are applicable to this Agreement shall at all reasonable times be available for inspection, review and audit by the cognizant federal audit agency of SHSU to determine the proper application and use of all funds paid to or for the account or benefit of the SUBRECIPIENT; in addition, the SUBRECIPIENT shall provide such special reports as required by SHSU to permit evaluation of progress on the subject.

SUBRECIPIENT agrees to maintain all financial records pertinent to this Agreement for a period of three (3) years from the later of final payment under any phase of this Agreement or submission of the final report to SHSU.

SUBRECIPIENT shall reimburse to SHSU a sum of money equivalent to the amount of any expenditures disallowed should the funding agency or authorized agency rule through audit exception or some other appropriate means, that the expenditures were not made in compliance with the regulations of the funding agency or the provisions of this Agreement.

6. **DELIVERABLES.** The following deliverables are required under this Agreement:

As identified in Appendix A

7. **TITLE TO EQUIPMENT.** SHSU shall retain title to all equipment purchased and/or fabricated with funds provided under this Agreement. For all non-budgeted equipment, written approval must be obtained by SHSU prior to purchasing. For equipment listed in the budget that exceeds the budgeted amount, prior written approval must be obtained by SHSU.
8. **TERMINATION.** Performance under this Agreement may be terminated by SHSU upon written notice. Performance may be terminated by SUBRECIPIENT if circumstances beyond its control preclude continuation of the research. Upon termination,

SUBRECIPIENT will be reimbursed as specified in Article 4 for all costs and non-cancelable commitments incurred in the performance of the research, such reimbursement not to exceed the total estimated cost specified in Article 4.

9. PUBLICATIONS AND COPYRIGHTS. SHSU will be free to publish the results of research under this Agreement.
10. ASSURANCES: By acceptance of this Agreement the SUBRECIPIENT hereby certifies the following:

SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. SUBRECIPIENT is not delinquent on any Federal debt. SUBRECIPIENT is in compliance with Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-960, Title V, Subtitle D). To the best of SUBRECIPIENT's knowledge and belief:

No Federal appropriated funds have been or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subcontractor shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The SUBRECIPIENT shall require the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

11. INDEPENDENT CONTRACTOR: For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.
12. ADDITIONAL PROVISIONS. This Agreement is further governed by the terms and conditions of the PRIME AGREEMENT. Said terms and conditions are incorporated by

reference. Should a conflict between provisions occur, the terms of this Agreement shall take precedence over the terms and conditions of the Prime Agreement.

13. **SEVERABILITY.** If any of the provisions of this Agreement in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
14. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties. It shall be construed in accordance with the laws of the State of Texas. SHSU is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of SHSU to claim any exemptions, privileges and immunities as may be provided by law.
15. **DISPUTE RESOLUTION.** SUBRECIPIENT must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this contract and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. SUBRECIPIENT must submit written notice of a claim of breach of contract under this chapter to Dr. Fernando Gomez, Texas State University System Vice Chancellor and General Counsel.
16. **EXPORT ADMINISTRATION.** It is understood that SHSU is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with the Export Administration Act of 1979, 50USC2401-2420 (as implemented by the EAR). Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government.

Both SHSU and SUBRECIPIENT hereby agree and represent that the program and development contemplated hereunder, and any exchange of technical data, computer software or other commodities resulting therefrom, shall be conducted in full compliance with the export control laws of the United States.
17. **ASSIGNMENT.** No part of this Agreement may be assigned or subcontracted to a third party without the prior written approval of SHSU.
18. **NOTICES.** All notices to parties under this Agreement shall be in writing and sent to the names and addresses stated below. Either party to the Agreement may change such name and address by notice to the other in accordance herewith, and any such change shall take effect immediately upon receipt of such notice.

For SHSU:

Contract Negotiations/Administration:

Denise Ballard
SHSU Contracts and Grants
PO Box 2027
Huntsville, TX 77341-2027
Phone: (936) 294-3833
Email: dballard@shsu.edu

Technical:

Kristi Kreier
SHSU Department of Criminal Justice
PO Box 2296
Huntsville, TX 77341-2296
Phone: (936) 294-3579
Email: kkreier@shsu.edu

For SUBRECIPIENT:

Robert Burby
1004 9th Avenue North
Texas City, Texas 77590
Telephone: (409) 643-5750
Fax: (409)949-9384
E-mail: rburby@texas-city-tx.org

19. FORCE MAJEURE. Neither party shall be liable for any unforeseen event beyond its reasonable control not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under this Agreement and which it has been unable to overcome by the exercise of due diligence. Such unforeseen events include, but are not limited to, fire, storm, flood, earthquake or other natural catastrophes, accidents, acts of civil disturbance or disobedience, war, rebellion, insurrection, labor strikes or disputes, compliance with any laws, requirements, rules, regulations, or orders of any governmental authority or instrumentality thereof, sabotage, invasion, quarantine, and embargoes, or because of any act of God.
20. NON USE OF NAMES. Neither party shall use the names of the other party, nor of any of its employees or components, nor any adaptation thereof, in any advertising, promotional or sales literature without the prior written consent obtained from the other party, as applicable in each case.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative.

SAM HOUSTON STATE UNIVERSITY

TEXAS CITY POLICE DEPARTMENT

By: _____
Dr. Richard Ward

By: _____

Title: Assoc. Vice President for Research

Title: _____

Date: _____

Date: _____

APPENDIX A

Texas City Police Department

A. Problem and Proposed Strategy:

Our participation in the “Project Safe Neighborhood’s” Anti-Gang Initiative Program has revealed sixty-six active gangs operating in the City of Texas City. The presence of these gangs have been documented through street interviews based on evident criminal behavior and vetted through self admittance, gang paraphernalia, overt and visible tattoos or reliable information lawfully gained in the so called “turf” of the gangs themselves.

Gang Name	Gang Name
1. Aryan Brotherhood of Texas	2. Bandidos OMG
3. Brown Assissins @ Texas City	4. Brown Assissins @ Bacliff
5. Bloods	6. 4 th Street Players
7. 2-1 Black P-Stone	8. 59 Bounty Hunters
9. 9 Deuce Bishops	10. Rollin 40’s
11. East Side	12. South East
13. 5-9 TreeTop Piru	14. 12 th Street
15. Palm Terrace	16. Westside
17. Oak St.	18. South Side
19. 2-9 Bloods	20. 2020 Treetop Piru
21. 39 th Street	22. South Side Houston
23. Confederate Hammerskins	24. Crips
25. Rollin 60	26. 5-Deuce Hoova
27. 8-Ball	28. Insane Disciples
29. Lakeside	30. Ace Trey
31. La Tercera	32. Avalon Gangsta
33. Houstones	34. Latin Kings
35. MS13	36. Surenos

Texas City has over one hundred and ten (110) locations where both public and private buildings have been “tagged” by gangs present in the City. Of particular interest is that “tagging” by the most notorious MS13 gang has begun to appear in areas traditionally reserved by other gangs. Each of the “taggings” noted is consistent with the perimeters of the gangs noted and identified by either patrol or narcotics officers who observed the streets daily. Taggings are consistent, repetitive and when deciphered by knowledgeable police officers indicate both territory issues and threats as is regular with this type of gang activity.

Each of these gangs are constantly recruiting in the community-most notably in the juvenile population of our community. The segment of our juvenile population most recruited is in our Middle School population. Young and impressionable, these youth have become the prime target for gang’s recruiters. Traditional methods of flashing large amounts of money, showing large and expensive cars or promises of easy money have been noted as the primary approach for the recruiters. Peer pressure is also a technique that has been documented and is growing to the point that it is one of the most successful methods for recruitment.

Aggravated assaults, where a firearm was used, accounted for thirty-two percent (32%) of all aggravated assaults reported in 2006. Juvenile arrests have increased from one hundred and twenty-six (126) in 2005 to the present amount of one hundred and forty-six (146) in 2006.

Funding to support gang activity or themselves has come from often noted avenues of narcotics, burglary, theft, assaults, and motor vehicle theft (for use in a criminal enterprise, “chop shop” activities or resale intact.

Texas City Police Department has designated one officer as a Gang Suppression Officer (G.S.O.) and has staffed that position for approximately one year. Two officers on each of the three patrol shifts have received formal basic gang training to assist the G.S.O. on a twenty-four hour basis. Gang Suppression Officer’s primary responsibility is to identify gangs present in the city, estimate the number of gang members in each and to document each member by name. The G.S.O. works a flexible shift with emphasis on working the hours when gang activity is estimated to be at its peak.

To date, these efforts have provided valuable information into the numbers and structure of gangs present in the City. Presently, thirty-six (36) separate gangs have been identified in the City through the Project Safe Neighborhood’s Anti-Gang Initiative Grant Program. Thirty-nine confirmed gang members have been arrested for felony offenses, predominately violent in nature, in the City and many more for various misdemeanor crimes. This position has also documented the territories of the gangs by member presence, violence associated with “turf” expansion activities or disputed territories and “tagging”, noted on public or private buildings. Law Enforcement files have been created on known gang members who have overtly and without dispute indicated their affiliation with any of the thirty-six (36) known gangs present in the city.

Presently, this effort has produced gaps in service as they are entirely rooted in intelligence activities. Little else can be accomplished in the allotted time due to the difficulties and time consuming efforts to ascertain in a legal and competent manner both the identity of gangs and each member.

Texas City presently participates with the regional office of the Federal Bureau of Investigation (F.B.I.) with a designated officer who partners with the federal anti-gang effort present in that office. When needed or requested, a local officer actively participates in an ongoing investigation or operation. This effort provides a partnership with that effort and results in both shared intelligence information and shared operational resource management. This partnership has been established for more than two (2) years and is anticipated to continue for several more years at the current level of federal funding to the Federal Safe Street Task Force. This effort has a limited scope due to manpower limitations. This task force covers a large area and cannot narrow its efforts to a relatively small area of one city in its operational area of concern.

Texas City also routinely shares information with adjacent cities and most especially with those who we share a common geographic border. It is well known that city limit signs do not limit gangs.

Additional funding will allow the Texas City Police Department to move its anti-gang efforts to a greater operational level by providing additional personnel to address the problem of gang recruitment, gang funding activities and by denying any gang present in the city operational freedom. Fifteen (15) officers have received basic gang training and assigned to various divisions/units of the Department.

Texas City has established a partnership with the Texas City Independent School District (T.C.I.S.D.), T.C.I.S.D. Police, Campus Crime Stoppers, Texas City Juvenile Court (misdemeanors only) and Blocker Middle School. Planning and implementation has been/will be a cooperative effort of each of these partners.

B. Goals and Objectives

Goals:

1. Gang Recruitment: Limiting of Opportunities

Objectives:

- a. Presence of a Texas City Police Officer in Blocker Middle School. An officer will vastly expand time spent in this school as it has been identified as a place for intense gang recruitment. This officer will assist local I.S.D. Police in the identification of gang members, gang activity including gang identification techniques, gang “color” paraphernalia identification and eradication and gang “tagging” efforts no matter how small. This will entail reports of each type of activity identified, confiscating of gang paraphernalia with a corresponding report, referral to school counselors of those

juveniles identified involved in any identified activity and follow-up reports on those referred.

- b. Gang recruitment at the street level will be noted and countered. Texas City Youth Coalition and Explorer Program will counter gang recruitment efforts and provide a source of information regarding recruitment efforts being attempted by gangs. Areas where gangs might interact will be monitored and interdiction will take place. These gatherings will be disrupted by the officer, intelligence gathered, juveniles referred to counselors at the appropriate school and adults charged with any crime observed. This will also entail reports of these encounters, field interview cards methodically and completely completed and referral follow-up reports of those referred.

2. Intelligence Gathering and Proper Dissemination

Objectives:

- a. Intelligence gathering at the street level.
Intelligence will be gathered at the street level using field interview cards, indexed, computerized and stored in a confidential manner within the scope of Federal and State statutes.
- b. Intelligence will also be gathered in the targeted school using interviews as appropriate to the situation. That information will also be indexed, computerized and stored in a confidential manner within the scope of Federal and State statutes.
- c. Once indexed, verified through at least one other source the information will be shared with Texas City I.S.D. Police, officers in the field as appropriate and school officials when warranted.

3. Partnership with Campus Crime Stoppers

Objectives:

- a. Assigned officers will strengthen the present partnership with Campus Crime Stoppers. Using the well-established path already present in the schools, assigned officers will collect information from this confidential source. This will empower those students on campus to participate at a much deeper level and enable officers to receive information where the source is well protected.
- b. Crime Stoppers is presently prepared to assume the burden for the cost of this information, as this is the basis for its existence in both the community and school system.

4. Eradication of Graffiti

Objectives:

- a. Graffiti will be documented by location, type and message, photographed and noted for eradication once that process is complete. City has a graffiti removal process program.
- b. Once slated for eradication, graffiti will be promptly removed using juveniles adjudicated by the city court.

5. Misdemeanor Adjudication

Objectives:

- a. Officer assigned will coordinate with the misdemeanor court present in the city and justice of the peace court system. By coordinating with the Judge of that court, the officer can note types of crimes that warrant use of the offender in the graffiti eradication program.

- b. Individuals who have come to the attention of this program through intelligence will also be routed into the graffiti program. Both groups will paint over all graffiti identified and processed by the officer assigned to the program.
 - 6. Public Service Announcements
 - Objectives:
 - a. The Department will produce two Public Service Announcements (P.S.A.) offering alternatives to gang activities through our local television “channel 16” station and “The Post” a local newspaper.
 - b. Once P.S.A. will be faith-based and the other will be non-faith based. Both will offer alternatives to gang activity, which will involve the Office of the Chief of Police as the primary speaker and will be screened to the public using our Channel 16 access to the local cable system.
 - 7. Press Releases
 - Objectives:
 - a. Weekly press statements will be prepared by the Department using information gained from the previous weeks enforcement efforts. Information about arrests (sensitive to state laws about releasing juvenile names), types of crimes involved and graffiti information-location, meaning and how to have it removed if not already noted by the Department.
 - b. This will ensure that the problem, it’s facets and how to combat the problem is kept in the public forum for discussion and resolution.
 - 8. Partnership with Community – Faith Based and Non Faith Based
 - Objectives:
 - a. The Department will form partnerships with the community through both traditional and non-traditional methods.
 - b. Using faith based groups for information dissemination and schools groups for same, the Department will mount a many layered effort to inform both juveniles and parents of the presence of gangs, evidence of gang activity in both neighborhood and children behavior and methods to resist or eradicate gang activity.
 - 9. Case Management
 - Objectives:
 - a. Department will interface with the county district attorney’s office for case management of known or suspected gang members who have been charged with a violation of State law.
 - b. Department will ensure that those who are in a leadership of gangs are punished to the appropriate level with regards to the violation by assisting the district attorney or A.D.A. in case preparation.

C. Implementation Plan

From date of funding the Texas City Police Department has and will:

- 1. Added an additional officer – Serves as the Gang Suppression Officer since inception.
- 2. Training has been completed for the Gang Suppression Officer. Additional in-service training will be required to maintain current status.
- 3. Verify all gangs present in the city and establish leadership of each gang, structure of all leadership and as exact as possible the membership (numbers) of all gangs. - 6 months
- 4. Files have been established on known gang members with association matrix and leadership hierarchy. Continuance and maintenance is an on-going process for these files. - 1 year
- 5. Established and maintain a close relationship with Campus Crime Stoppers, Texas City I.S.D. Police and extend the present relationship with the local Federal Bureau of Investigation (F.B.I.).
- 6. Produce and air public service announcements - 3 months for first and 7 months for second.
- 7. Press releases - immediately

8. Eradication of graffiti - for duration of program
9. Misdemeanor adjudication - currently in progress for duration of program.
10. Case Management - duration of program.
11. Partnerships with both faith based and non-faith based groups - currently and for duration of program.

Timeline:

X indicates months started (milestone) and indicates duration.

Month	1	2	3	4	5	6	7	8	9	10	11	12
Additional Officer	X	X	X	X	X	X	X	X	X	X	X	X
Training			X	X	X	X	X	X	X	X	X	X
Verify Gangs & Structure						X	X	X	X	X	X	X
Build and complete computer files	X	X	X	X	X	X	X	X	X	X	X	X
Establish relationships	X	X	X	X	X	X	X	X	X	X	X	X
P.S.A.			X				X					
Press Releases	X	X	X	X	X	X	X	X	X	X	X	X
Eradication of graffiti	X	X	X	X	X	X	X	X	X	X	X	X
Misdemeanor adjudication	X	X	X	X	X	X	X	X	X	X	X	X
Case Management	X	X	X	X	X	X	X	X	X	X	X	X
Partnerships	X	X	X	X	X	X	X	X	X	X	X	X

D. Program Evaluation/Performance Measures

Collection of data relevant to goals:

1. Gang recruitment - limiting of opportunities -

Standard reporting of identification of new gang members, collection of gang paraphernalia, identification of places tagged.

The Department will provide a standard form that indicates the identification of new gang members; submit evidence, which will create data from present computer system; document new tagging with both pictures and translation of meaning of tagging with standard department forms or equipment.

Document through standard field interview cards any interaction, including location and any other pertinent information with this information interaction for referral to counselors. Data of locations of tagging, interaction of gangs and juveniles, location where gang paraphernalia was obtained and from whom will all be formatted for a standard department report to be disseminated to patrol for increased patrol activity for further suppression.

Partnership with Crime Stoppers -

Document all information gained on standard Crime Stoppers form; results of that information (arrest, confiscation, etc.) on standard department form; note amount of money paid for information and collate all information for standard report in this segment.

Eradication of Graffiti -

Document all locations graffiti found, meaning of graffiti, gang affiliated with graffiti and manner graffiti was eradicated including number and type of people who participated and number of hours involved as well as costs. All reduced to a standard report.

Misdemeanor Adjudication -

Monitor court documents first to inform court of gang members coming before the bar for special and specific adjudication that includes alternative sentencing. Alternative sentencing will include eradication of graffiti. Compile standard report that will serve as a baseline for establishment of file on repeat offenders. Repeat offenders will be brought to the attention of the magistrate for appropriate punishment.

Public Service Announcements -

Create two public service announcements that address the problem of gangs; make parents aware of gang activities, how the parent can tell if their children are members or are being recruited and what actions might be taken. Run those announcements on public television channel 16 several times daily.

Press Releases -

Establish regular press releases that include previous weeks activities, information about gangs and what actions to take if gang activity is suspected. Compilation of those reports for future reference.

Partnerships with Community - Faith Based and Non-Faith Based

Department will create or strengthen partnerships with both groups. Both groups will be used to disseminate information as a preventative effort. Each encounter will be recorded and used as baseline information.

Case Management -

Department will interface with county attorney for proper adjudication of cases involving gang members. Each interface will generate a report and all reports will be compiled with that information including the final disposition of the case.

APPENDIX B

(BUDGET)

Project Safe Neighborhoods Texas Southern District Anti-Gang Texas City

A. Personnel

Name/Position	Computation		Cost
Gang Suppression Officer	100 % Time	\$	49,899.00
		Total \$	49,899.00

Officer will update database and timeline and also coordinates, verifies, documents, maintains files of gang members, and is the contact person for personnel or any outside agencies for any information concerning gang member identification and activities.

B. Fringe Benefits

Name/Position	Computation		Cost
Gang Suppression Officer			
Life Insurance	\$49,899 x .0088	\$	439.00
Disability Insurance	\$49,899 x .00205	\$	102.00
T.M. Retirement System	\$49,899 x .1532	\$	7,645.00
Medicare	\$49,899 x .0145	\$	724.00
Workman's Compensation	\$49,899 x .0141	\$	704.00
	Total Fringes	\$	9,614.00
		Total \$	9,614.00

C. Supplies

Item	Computation		Cost
Miscellaneous Office Supplies	(folder, pens, paper, envelopes, binders)	\$	487.00
		Total \$	487.00

TOTAL \$ 60,000.00

RESOLUTION NO. 08-017

A RESOLUTION APPROVING PARTICIPATION OF TEXAS CITY POLICE DEPARTMENT IN PROJECT SAFE NEIGHBORHOODS – TEXAS SOUTHERN DISTRICT ANTI-GANG PROJECT OF SAM HOUSTON STATE UNIVERSITY FOR A MAXIMUM AMOUNT OF \$60,000.00; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Sam Houston State University (SHSU) has a project entitled “Project Safe Neighborhoods – Texas Southern District Anti-Gang” under the direction of Kristi Kreier, Project Director, which is funded by a Prime Agreement with the Office of Justice Programs, Grant Number 2007-PG-BX-0074; and

WHEREAS, the City of Texas City will be reimbursed for a maximum amount of \$60,000.00 for actual costs incurred while participating in this program over the next three (3) years (through August 31, 2010); and

WHEREAS, Sam Houston State University (SHSU) awarded the City of Texas City, specifically the Texas City Police Department, such project funding upon approval of the terms and conditions of the attached Subrecipient Agreement 321-20-B12B.

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

SECTION 1: That the City Commission hereby approves of the terms and conditions of the attached Subrecipient Agreement 321-20-B12B between Sam Houston State University and Texas City Police Department for the project titled “Project Safe Neighborhoods – Texas Southern District Anti-Gang” program for reimbursement for a maximum amount of \$60,000.00 for actual costs incurred while participating in this program over the next three (3) years (through August 31, 2010).

SECTION 2: That the Mayor is hereby authorized to execute the documentation necessary to receive said project funding.

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

PASSED AND ADOPTED this 5th day of March, 2008.

Mike Land, Mayor Pro-Tem
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney

9thSt & 7thSt Proposal

CITY COMMISSION AGENDA 2

Date: 03/05/2008
Submitted By: Edna Patterson, Transportation and Planning
Submitted For: James McWhorter
Department: Transportation and Planning
Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Approval for award of Engineering Contract to Claunch & Miller, Inc. for Engineering and Construction Phase Services for "Paving, Drainage, Water, and Sanitary Sewer Improvements along 9th Street (Between 8th Avenue & 7th Avenue) and 7th Street (Between 11th Avenue & 7th Avenue) in the amount of \$264,975.00 - Design Phase, and \$262,925.00 - Construction Phase, for a total contract amount of \$527,900.00.

BACKGROUND

This is part of a second phase of a multi-phase drainage improvements projects to address flooding along 9th Avenue east of 10th Street as well as the City's drainage system south of 11th Avenue as described in the "9th Street & 9th Avenue Drainage Study" prepared in February 2006. The first phase is under construction and should be completed shortly.

ANALYSIS

Phase 2 will provide needed drainage improvements to these streets as well as provide additional protection from flooding at the 9th Street and 9th Avenue intersection. This project will also include street reconstruction of 7th Street (from 11th Avenue to 7th Avenue) and 9th Street (from 8th Avenue to 7th Avenue).

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:
[9thSt&7thStProposal](#)
 Link: [Res 08-019](#)

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 2008, by and between Claunch & Miller, Inc. ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City Proposal for Engineering Services for the City of Texas City's "Paving, Drainage, Water, and Sanitary Sewer Improvements along 9th Street (Between 8th Avenue & 7th Avenue) and 7th Street (Between 11th Avenue & 7th Avenue)" ("Project").

NOW, THEREFORE, *Client* and *Consultant* hereby agree as follows:

1. Engagement of Consultant - *Consultant* hereby agrees to perform the services required under the scope of work related to the *Project*, and to provide *Client* with copies of the information, opinions, and other such documents made the basis of the scope of services, which is set out in Attachment "A" and made a part of this contract. *Consultant* agrees to initiate the following services that are set out in Attachment "A" upon receipt of an executed copy of this Agreement.
2. Availability of Information - *Client* agrees to provide *Consultant* with all available information pertinent to the *Project*. *Client* will also provide copies of reports, drawings, and other data, and will, at *Consultant's* request, provide written authorization to review *Client's* files relative to the *Project* which may be in possession of third parties. *Consultant* agrees to return all original

documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.

3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.
4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducible of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: \$264,975.00 for Design Services and Miscellaneous and \$262,925.00 for Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 3.05 and direct cost plus 15%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced

under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.

11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification.

FOR CONSIDERATION RECEIVED, Consultant agrees to indemnify, save, and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death, or property damage to the extent or degree on a comparative basis of fault resulting from the acts or omissions of the Consultant or acts or omissions of others under the Consultant's supervision or control, arising out of the performance of this agreement.

In the event of any cause of action or claim asserted by a party to this Agreement or any third party, the City will provide the Consultant timely notice of such claim, dispute or notice. Thereafter, the undersigned shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action or notice.

If the undersigned should fail to so defend, the City may defend, pay or settle the claim or other cause of action with full rights of recourse against the undersigned for any and all fees, costs, expenses, and payments arising from Consultant's negligence, or the negligence of others under the Consultant's supervision and control, including but not limited to attorney fees and

settlement payments, made or agreed to be paid, in order to discharge the claim, cause of action, dispute or litigation.

13. Home Rule Municipality

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

CLAUNCH & MILLER, INC.
Consultant

BY: _____
CHRISTOPHER E. CLAUNCH, P.E.
President

CITY OF TEXAS CITY, TEXAS
Client

BY: _____
MAYOR OF CITY OF TEXAS CITY

ATTEST: _____
City Secretary

ATTACHMENT "A"

February 22, 2008

Mr. Tom Kessler, P.E.
Director of Public Works
City of Texas City
301 6th Street North, 2nd Floor
Texas City, Texas 77590

Re: Proposal for Engineering and Construction Phase Services for “Paving, Drainage, Water, and Sanitary Sewer Improvements along 9th Street (Between 8th Avenue & 7th Avenue) and 7th Street (Between 11th Avenue & 7th Avenue)
City of Texas City, Texas

Dear Mr. Kessler:

Claunch & Miller, Inc. (CMI) is pleased to submit this proposal for performing engineering and construction phase services for the above referenced project. The project includes performing engineering and construction phase services for the paving, drainage, water, and sanitary sewer improvements along 9th Street (Between 8th Avenue & 7th Avenue) and 7th Street (Between 11th Avenue & 7th Avenue). This proposal is based on our understanding of the project as discussed in our previous meetings and conversations with City staff and information utilized from previous studies. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

The 9th and 7th Street Paving, Drainage, Water, and Sanitary Sewer Improvements Project is the second phase of a multi-phase drainage improvement projects to address flooding along 9th Avenue east of 10th Street as well as the City’s drainage system south of 11th Avenue as described in the “9th Street & 9th Avenue Drainage Study” prepared in February 2006. The first phase of this multi-phase drainage improvement program is under construction and should be completed shortly. The first phase consisted of a large box storm sewer under 11th Avenue and 9th Street from Bay Street outfall to just south of the intersection of 9th Street and 9th Avenue. This construction project was funded as part of the 2001 Bond Program to provided drainage improvement to the 9th Avenue and 9th Street intersection. The remaining phases will replace the existing storm sewer on 9th, 7th & 5th Streets south to 4th Avenue.

As part of the 9th Street and 9th Avenue Drainage Improvements currently underway, short sections of box storm sewer were stubbed-out on 7th Street and 5th Street in anticipation of the future storm sewer improvements along these streets. While the first phase (Phase 1) of this construction will provide much improvement to the flooding experienced at the intersection of 9th Street & 9th Avenue, there may still be flooding at this intersection during large rainfall events

due to the limited capacity of the existing storm sewer south of 9th Avenue on the above mentioned streets. When the existing systems get full, water will start ponding on these streets until it can begin overland flow. In this case the overland flow will go to the intersection of 9th Street & 9th Avenue because it is the lowest spot in the general area. Replacing the existing limited capacity storm system with a larger system will reduce the frequency that these systems become overloaded and contribute to excess rainwater runoff overland flows to the intersection of 9th Street and 9th Avenue.

This second phase (Phase 2) project consists of replacing the existing storm on 9th & 7th Streets south to 7th Avenue. Construction of the Phase 2 project will provide needed drainage improvements to these streets as well as provided additional protection from flooding at the 9th Street and 9th Avenue intersection. As part of this project the streets will be reconstructed and water and sewer improvement will also be made. Future phases will include improvements that will extend the storm sewer to 4th Avenue.

At this time, it is anticipated that the existing water line crossings along the project alignment will be replaced and sections of water lines fronting the right of way will be replaced as necessary. Additional fire hydrants will be added to locations along the project alignment. The existing 8-inch thru 18-inch sanitary sewer is anticipated to be rehabilitated, and any sanitary sewer crossings will be replaced to facilitate the proposed improvements.

Based on preliminary cost estimates performed by CMI, the estimated construction cost to perform the paving, drainage, water, and sanitary sewer work for the two project areas is approximately \$3,350,500.00.

This proposal addresses the engineering services CMI will provide the City during the Design and Construction Phases, as well as associated Surveying and Geotechnical and other services necessary to support the project. As requested by the City, CMI will provide an on-site representative to observe the construction of the project. The proposal is separated into Basic Services (expected normal engineering services) and Special Services.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Research and gather existing relevant data on the project such as existing utility information, pipeline crossings, as available.
- Contact private utility companies, and other entities that may be involved to obtain information on their existing facilities and requirements that may impact this project.
- Prepare base mapping of the project area.

- Plot survey data of the proposed alignment.
- Provide design for the paving and drainage improvements for the project areas.
- Provide design for the water line and sanitary sewer improvements for the project areas. Evaluate the feasibility of including the water and sewer improvements as part of the on-going water line and sanitary sewer improvement phases. At this time, it is anticipated that these improvements will be included as one package.
- Examine geotechnical information to determine potential soil conditions and potential impact on construction methodology and costs.
- Obtain available record drawings from the City.
- Coordinate with other governmental entities, which may be impacted by the project.
- Prepare project specifications, drawings, bid documents and construction drawings based on anticipated improvements. The paving and drainage improvements along the two project areas will be designed, bid, and, constructed as one package.
- Coordinate with the City of Texas City during the design phase. Provide three (3) draft sets of plans and specifications for review and comments.
- Incorporate appropriate comments from pertinent entities into the final bid documents.
- Complete coordination with other governmental entities or utility agencies in regard to the project. Assist the City in obtaining and/or securing approvals required by all governmental authorities with jurisdiction over the design and/or the operation of the project and all public and private utilities including pipeline transmission companies affected by this project. This assistance will involve the usual expected coordination and approval process. When the process involves work beyond the expected, such as special submittals, designs, appearances at special meetings, coordination of utility/pipeline excavation efforts, permitting applications, etc., such work would be considered under the Special Services portion of this proposal.
- Prepare a final cost estimate for the project.
- Furnish three (3) sets of construction documents to the City.
- Anticipated design services also include:

B. Special Services - Design Phase

Special services are those services that are beyond the basic services provided for in the scope portion of this proposal.

Due to the nature of this project there are certain Special Services that are anticipated and other additional services that may or may not be required. In the fee portion of this proposal the special services that are anticipated are listed. Other special services may be required and may be identified as the project progresses. A budgetary amount for these miscellaneous services is noted in the fee section. Such services are to be performed only when authorized by the City. Anticipated special services and potential special services include:

1. Survey Services – Topographical Survey

- Obtain full topographical survey for the full right of way for all project areas. Survey will also extend 150' at intersecting streets. This will aid in completing intersection design and storm sewer design on connecting streets. The approximate length of survey for the entire project is 4,200 feet.
- The survey shall locate right-of-way iron rods and property corners at periodic locations to aid in locating the right-of-way. Right of way record research will not be performed as part of the Topographical Survey. The right of way line shown on the plan and profile drawings will be based on the located iron rods and is only indication of the right of way location. If the City desires to have the actual right-of-way mapped, deed research and right-of-way surveying can be performed as additional services.
- Perform “measure downs” and provide vertical elevation information on the existing storm, sanitary sewer, and other utilities in the project area.
- Coordinate with utility companies in obtaining horizontal and vertical location of existing utilities that are potentially in conflict with the proposed improvements.
- Perform cross sections at approximate intervals of 50'. Such cross sections shall be the full width of the right-of-way and shall provide elevations on the right-of-way, the high bank and flowlines of any roadside ditches, the shoulder of the roadway, the edge of roadway and the centerline of roadway and any other significant grade breaks which may occur within the cross section.

- This scope does not include survey services associated with acquiring right of way.

2. Geotechnical Services

- Field Exploration - 6 borings will be drilled to a combined depth of 102 vertical feet along the alignment of the improvements to evaluate subsurface conditions. The borings will be drilled at an approximate 500 feet spacing.
- Laboratory Testing - Soil mechanics laboratory testing will be performed to measure physical and engineering properties of selected representative soil samples.
- Geotechnical Report - The geotechnical report will provide recommendations and construction criteria for the project area.

3. Traffic Control Plans

- Prepare a Traffic Control Plan for the routing of traffic through the project site for the two project areas. This plan will include all required signs and lane closures to complete the proposed improvements.

4. Storm Water Pollution Prevention Plan

- Prepare a Storm Water Pollution Prevention Plan (SWPPP), including two Notices of Intent (NOI) and two Notices of Termination (NOT), in accordance with the Texas National Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharge from construction sites.

5. Utility Coordination

- Coordinate with utility companies on potential conflicts with the proposed improvements.
- Obtain any necessary drawings which show existing utilities in the project area and coordinate relocation efforts with the utility company.
- Attend meetings to discuss any issues related to the project.

6. Reproduction

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports provided to the City.

- Reproduction for review sets submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

II. CONSTRUCTION PHASE SERVICES

A. Basic Services - Construction Administration

- Provide construction administration services for the project.
- Assist the City in obtaining bids for the project. The City of Texas City will advertise the project and will absorb all related advertising costs. CMI will coordinate with the City and will assist in developing the wording of the advertisement.
- Dispense construction documents from CMI's office to potential bidders.
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary.
- Conduct a pre-bid conference for potential bidders.
- Evaluate the bids and the qualifications of the apparent low bidders and advise the City as to the acceptability of the apparent low bidder.
- Conduct a pre-construction conference for the project.
- Act as the City's Project Representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completed work, and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Detailed measurements and investigations are not part of this task. Full time site representation is not included as part of the Construction Administration tasks.

- Claunch & Miller, Inc. (CMI) will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). CMI's effort will be directed toward providing a greater degree of confidence for the City of Texas City that the completed work of Contractor(s) will conform to the Contract Documents, but CMI will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations CMI shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the Project.
- Provide one (1) set of reproducible record plans based on the red line drawings provided to CMI by the Contractor(s).

B. Special Services

1. Construction Materials Testing

- Construction testing is included in this proposal as a budgetary item. It is anticipated that a separate testing firm mutually agreeable to the City of Texas City and CMI will be utilized as a subcontractor to CMI to perform the testing services. The City has the option to contract directly with the materials testing firm.

2. Construction Observation Services:

- Provide one construction observer (on-site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. The estimated construction time for the project is 330 calendar days.
- Provide support to the on-site representative(s) through supervisory and administrative services. Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- The on-site representative(s) will be on-site daily during construction activity.

- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The on-site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The on-site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The on-site representative will take periodic photographs of the construction progress and of key items of concern.
- The on-site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, CMI shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make CMI responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.
- The on-site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- CMI will provide support to the on-site representative through supervisory and administrative services.

- The on site representative will review the Contractor's quantity measurements, the Contractor's payment request and make recommendation of payment of the periodic pay request to CMI's project manager.
- CMI will process daily reports and other administrative office duties.
- CMI will track and document costs associated with the work.

FEE

The fee is separated into: Design Phase and Construction Phase. Due to the nature and magnitude of this project, it is recommended that a miscellaneous services fee amount be authorized to cover additional tasks and costs, which may occur during the progress of the work. Such tasks and costs will only be performed upon authorization from the City.

DESIGN PHASE

The Design Phase Fees are:

Design Phase Services: The lump sum amount of	\$221,975.00
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Special Services:

Surveying: Cost plus 15%	\$16,000.00
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Geotechnical Study: Cost plus 15%	\$7,500.00
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Traffic Control Plan: Lump Sum amount of	\$7,500.00
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Storm Water Pollution Prevention Plan: Lump Sum amount of	\$3,500.00
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*Utility Coordination: Hourly and cost plus 15%	\$5,000.00
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*Reproduction: Cost plus 15%	\$1,500.00
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*Miscellaneous: Hourly and cost plus 15%	<u>\$2,000.00</u>
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Total Design Phase Fee	\$264,975.00
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CONSTRUCTION PHASE SERVICES

Construction Phase Fees are:

Construction Administration: A lump sum amount of:	\$ 39,175.00
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Special Services:

*Materials Testing: (Cost plus 15%)	\$25,000.00
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*Construction Observation: (Hourly and cost plus 15% plus vehicle expenses of \$25 a day)	<u>\$198,750.00</u>
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Total Construction Phase Fee	\$262,925.00
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*At this time the magnitude of these tasks are not known. Therefore budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run, or funds from the miscellaneous special services line item or by contract amendment.

Hourly charges shall be charged based on a raw labor rate times a multiplier of 3.05, reimbursable expenses will be charged at cost plus 15% and mileage will be charged at \$0.505/mile.

Claunch & Miller, Inc. appreciates the opportunity to submit this proposal and we look forward to working with the City of Texas City on this very important project.

Sincerely,

CLAUNCH & MILLER, INC.

Madhu Kilambi, P.E.
Senior Project Manager

Cc: Mr. James McWhorter, P.E. – City of Texas City
Mr. Doug Kneupper, P.E. – City of Texas City

FEE SCHEDULE**Design Phase****Basic:**

Design Phase Services	Lump Sum	\$221,975.00
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Special:

*Surveying	Cost plus 15%	\$ 16,000.00
*Geotechnical Study	Cost plus 15%	\$ 7,500.00
Traffic Control Plan	Lump Sum	\$ 7,500.00
Storm Water Pollution Prevention Plan	Lump Sum	\$ 3,500.00
*Utility Coordination	Hourly and cost plus 15%	\$ 5,000.00
*Reproduction	Cost plus 15%	\$ 1,500.00
*Miscellaneous Services	Hourly and cost plus 15%	<u>\$ 2,000.00</u>

SUB-TOTAL	\$264,975.00
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Construction Phase**Basic:**

Construction Administration	Lump Sum	\$ 39,175.00
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Special:

*Materials Testing	Cost plus 15%	\$ 25,000.00
*Site Representation Services	Hourly cost plus 15%	<u>\$198,750.00</u>

SUB-TOTAL	\$262,925.00
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Total Engineering and Construction Phase Services	\$527,900.00
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*Budgetary Amounts.

All of the hourly cost plus fees presented above should be utilized as budgetary amounts. In the event one line item under runs then that amount should be available to cover the amount of another category that may over run.

**ATTACHMENT “B”
INSURANCE LIMITS**

1.	General Liability	Each Occurrence:	\$1,000,000
		Damage to Rented Premises	\$1,000,000
		Medical Expenses (any one person)	\$10,000
		Personal and Adv. Injury	\$1,000,000
		General Aggregate:	\$2,000,000
		Products - Comp/Op Agg:	\$2,000,000
2.	Automobile Liability	Combined Single Limit:	\$1,000,000
3.	Excess Liability Umbrella Form	Each Occurrence:	\$3,000,000
		Aggregate:	\$3,000,000
4.	Worker’s Compensation and Employers Liability	Each Accident:	\$500,000
		Disease - Each Employee:	\$500,000
		Disease - Policy Limit:	\$500,000
5.	Professional Liability	Each Claim	\$1,000,000
		Policy Year Aggregate	\$1,000,000

RESOLUTION NO. 08-019

A RESOLUTION APPROVING AN ENGINEERING CONTRACT WITH CLAUNCH & MILLER, INC. TO PERFORM ENGINEERING AND CONSTRUCTION PHASE SERVICES FOR PAVING, DRAINAGE, WATER, AND SANITARY SEWER IMPROVEMENTS; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Claunch & Miller, Inc. has performed engineering services for the City of Texas City on many recent projects, including the Logan Street, 29th Street, and 13th Avenue renovations; and

WHEREAS, it is necessary to begin the Phase 2 of a multi-phase drainage improvements project to address flooding along 9th Avenue east of 10th Street as well as the City's drainage system south of 11th Avenue as described in the 29th Street and 9th Avenue Drainage Study prepared in February 2006; and

WHEREAS, Phase 2 will provide needed drainage improvements to streets as well as provide additional protection from flooding at the 9th Street and 9th Avenue intersection and will include street reconstruction of 7th Street (from 11th Avenue to 7th Avenue) and 9th Street (from 8th Avenue to 7th Avenue).

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the Engineering Contract with Claunch & Miller, Inc. for Engineering and Construction Phase Services for paving, drainage, water, and sanitary sewer improvements along 9th Street (between 8th Avenue and 7th Avenue) and 7th Street (between 11th Avenue and 7th Avenue) in the amount of \$264,975.00 – Design Phase, and \$262,925.00 – Construction Phase, for a total amount of \$527,900.00 in substantially the same form as attached as Exhibit "A". The Mayor is authorized to execute said Engineering and Construction Contract.

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

PASSED AND ADOPTED this 5th day of March, 2008.

Mike Land, Mayor Pro-Tem
City of Texas City, Texas

ATTEST:

Pamela A. Lawrence
City Secretary

APPROVED AS TO FORM:

Robert Gervais
City Attorney

Appointment to Recreation & Tourism Board CITY COMMISSION AGENDA 2

Date: 03/05/2008
Submitted By: Matthew Doyle, Mayor's Office
Submitted For: Matthew Doyle
Department: Mayor's Office
Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Allastair Webb to Recreation & Tourism Board

Home Address: 7317 Carver, Texas City, TX 77591
Cell: 409.682.3063
Email address: mrarwebb@yahoo.com
Alt. phone: 409.935.6835

BACKGROUND

ANALYSIS

It is the desire of the Mayor and Recreation & Tourism Board to appoint Mr. Webb as there is a vacancy on the Board

ALTERNATIVES CONSIDERED

None

Fiscal Impact

Attachments

Link: Res
08-018

RESOLUTION NO. 08-018

A RESOLUTION APPOINTING A NEW MEMBER TO THE RECREATION AND TOURISM BOARD OF DIRECTORS TO FILL VACANCY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there is currently a vacancy on the Recreation and Tourism Board of Directors; and,

WHEREAS, it is the desire of Allastair Webb to volunteer his service to such Board.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby appoints Allastair Webb as a member of the Board of Directors to the Recreation & Tourism Board to fill the vacancy for a term thru September 30, 2011.

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

PASSED AND ADOPTED this 5th day of March, 2008.

Mike Land, Mayor Pro-Tem
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney

SETH - Mansions at Moses Lake Apartments CITY COMMISSION AGENDA 2

Date: 03/05/2008
Submitted By: Pam Lawrence, Administration
Submitted For: SETH
Department: Administration
Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Consider approving the Single Family Mortgage Revenue Multifamily Housing Revenue Bonds for a multi family property in the City of Texas City, Texas (Mansions at Moses Lake Apartments); authorizing the Mayor to execute documents pertaining to approval. (SETH)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link: [Seth
Mansions @
Moses Lake](#)
Link: [Res
07-121](#)



SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

February 13, 2008

Mayor Matthew T. Doyle
City of Texas City
1801 9th Avenue North
Texas City, Texas 77590

Re: Southeast Texas Housing Finance Corporations
Multifamily Housing Revenue Bonds, Series 2008
Mansions at Moses Lake Apartments
Texas City, Galveston County, Texas

Dear Mayor Doyle:

Please find enclosed four (4) copies of the **Highest Elected Official's Approval** and four (4) copies of the **General Certificate of Local Government** which are required to be executed prior to the anticipated issuance of the Southeast Texas Housing Finance Corporation's Multifamily Housing Revenue Bonds for a Senior Housing Development in the City of Texas City, Texas.

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended, The Southeast Texas Housing Finance Corporation held a public hearing on February 12, 2008, in the City Commissioners' Chambers after proper notice was published on January 27, 2008 in the Galveston County Daily News and the Houston Chronicle. A copy of the published notice and the minutes of the public hearing are attached for your review and I have included a copy of both to the Commissioners.

The proposed 240-unit development for Seniors will utilize the Low Income Housing Tax Credit Program, therefore, the majority of the residents must not have incomes greater than 60% of the area median income for Galveston County. Currently, the maximum income limit for a family of one is \$25,620 and for a family of two is \$29,280.

Please execute all **eight (8) copies** and return to our office in the enclosed pre-paid overnight envelope. We respectfully request that we receive all executed documents **no later than April 7, 2008**. If you or the Commissioners have any questions, please do not hesitate to contact myself at 281-484-4663 ext. 108 or Nell Turk at ext. 107. Thank you for your attention to this matter.

Sincerely,



Ron Williams
Executive Director

ENCLOSURES (8)

xc: Mr. Gary Meyer, Board Member, w/attachments
Mayor Pro-Tem Mike Land, w/attachments
Commissioner Dee Ann Haney, w/attachments
Commissioner Donald Singleton, w/attachments
Commissioner Carl Sullivan, w/attachments
Commissioner Dedrick Johnson, Sr., w/attachments
Commissioner Tommy Clark, w/attachments

SETH

GENERAL AND NO LITIGATION CERTIFICATE OF THE CITY OF TEXAS CITY

We hereby certify that we are duly elected or appointed and acting officers of the City of Texas City, Texas (the "*Local Governmental Unit*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of The Southeast Texas Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its bonds entitled "The Southeast Texas Housing Finance Corporation Multifamily Housing Revenue Bonds (Mansions at Moses Lake Apartments)" issued in one or more series in an aggregate principal amount not to exceed \$15,000,000 (the "*Bonds*").

2. The City Commissioners (the "*Governing Body*") of the Local Governmental Unit authorized the creation of the Corporation as a joint housing finance corporation pursuant to the Texas Housing Finance Corporations Act, Texas Local Government Code, Chapter 394, as amended (the "*Act*"), and approved the Articles of Incorporation (and all amendments thereto).

3. The Local Governmental Unit has appointed Gary Meyer to act as a member of the board of directors of the Corporation. That individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation with the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of the statements made in the offering document relating to the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the Local Governmental Unit hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

CITY OF TEXAS CITY, TEXAS

By _____
Mayor Matthew T. Doyle

ATTEST

By _____
[Deputy] City Clerk

DO NOT DATE THIS PAGE

Date of this
Certificate: _____

**HIGHEST ELECTED OFFICIAL'S APPROVAL OF THE
ISSUANCE OF BONDS BY THE SOUTHEAST TEXAS HOUSING FINANCE
CORPORATION AND THE PLAN OF FINANCING THEREOF**

WHEREAS, the City of Texas City, Texas (the "*City*") has approved and authorized the creation of The Southeast Texas Housing Finance Corporation (the "*Corporation*") as a joint housing finance corporation, pursuant to the Texas Housing Finance Corporations Act, Texas Local Government Code, Chapter 394, as amended (the "*Act*"), to act on behalf of the City, in carrying out the public purposes of the Act;

WHEREAS, the Corporation is authorized by the Act to issue its bonds on behalf of the City for the purpose of obtaining funds to finance home mortgage loans to persons of low and moderate income for homes located within the jurisdiction of the Corporation and to make loans to borrowers for use in financing residential developments located within the jurisdiction of the Corporation intended to be occupied by persons of low and moderate income;

WHEREAS, the Corporation proposes to issue Multifamily Housing Revenue Bonds (Mansions at Moses Lake Apartments) in one or more series in an aggregate amount not to exceed \$15,000,000 in order to provide funds to loan to Mansions at Moses Lake, LP, or an affiliate thereof, for the payment of costs related to the acquisition and construction of a 240-unit senior multifamily housing community located in the City of Texas City, Texas;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"), requires the chief elected executive officer of the City, as "applicable elected representative" thereof, to approve the issuance of the Bonds and the plan of financing thereof after a public hearing following reasonable public notice;

WHEREAS, an authorized representative of the Corporation conducted a public hearing at 12:15 p.m. on Tuesday, February 12, 2008, in the City Commissioners' Chambers, City Hall, Texas City, Texas following publication of notice thereof in "*The Houston Chronicle*" and "*The Galveston County Daily News*", newspapers of general circulation in the City, at least 14 days prior to the date of the public hearings. (A copy of such notice is attached hereto as Exhibit A and the minutes of the public hearing are attached hereto as Exhibit B);

WHEREAS, I am the chief elected executive officer of the City and, as such, I am authorized to approve the issuance of the Bonds and the plan of financing thereof; and

WHEREAS, I am familiar with the facts and circumstances regarding the issuance of the Bonds and the plan of financing thereof;

I NOW, THEREFORE, HEREBY APPROVE the issuance of the Bonds in the amount and for the purposes referred to or described in the recitals hereof and Exhibit A hereto and the plan of financing with respect thereto, as required by and for purposes of Section 147(f) of the Code. This approval shall take effect immediately.

APPROVED AS OF THE DATE SET FORTH BELOW.

Mayor Matthew T. Doyle
Texas City, Texas

DO NOT DATE THIS PAGE

Date of this
Certificate: _____

EXHIBIT A

THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION NOTICE OF PUBLIC HEARING

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that The Southeast Texas Housing Finance Corporation (the "*Corporation*") will hold a public hearing at 12:15 p.m. on February 12, 2008, in the City Commissioners' Chambers, City Hall, 1801 9th Avenue North, Texas City, Texas, 77590. The Corporation's designated hearing officer will conduct the hearing on behalf of the Texas Counties of Austin, Brazoria, Chambers, Galveston, Liberty, Matagorda, Walker, Waller and Wharton and the Texas Cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, League City, Pasadena, Santa Fe, Shoreacres, Texas City and Tomball (the "*Sponsoring Political Subdivisions*").

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds (Mansions at Moses Lake Apartments) to be issued in one or more series (the "*Bonds*") in an aggregate face amount of not more than \$15,000,000. The Bonds will be issued for the benefit of Mansions at Moses Lake, LP, or an affiliate thereof (the "*Borrower*"), in connection with the construction of a 240-unit senior housing community to be known as Mansions at Moses Lake Apartments located at the west side of 34th Street North and 200 feet south of Loop 197, Texas City, Texas, 77590 (the "*Property*"). The Borrower will own the Property.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing and present written or oral comments on the proposed issuance of the Bonds. Questions or written comments prior to the date of the hearing may be directed to The Southeast Texas Housing Finance Corporation, 11111 S. Sam Houston Parkway East, Houston, Texas, 77089, Attention: Ron Williams.

EXHIBIT B

Southeast Texas Housing Finance Corporation
Multifamily Tax-Exempt Revenue Bonds
Mansions at Moses Lake Apartments

Minutes of Public Hearing
Tuesday, February 12, 2008
12:15 p.m.

The public hearing was called to order on Tuesday, February 12, 2008 at 12:15 p.m. at the City Commissioners' Chambers, City Hall, 1801 9th Ave. N., Texas City, Texas 77590. Ron Williams, Executive Director, presided.

Mr. Williams announced the purpose of the public hearing to be conducted. Mr. Williams noted that the Notice of Public Hearing was published on Sunday, January 27, 2008 in The Houston Chronicle and the Galveston County Daily News, which are newspapers of general circulation covering the jurisdiction of Southeast Texas Housing Finance Corporation.


Mr. Williams announced that an Affidavits of Publication of the Notice of the Public Hearing, executed by a representative of The Houston Chronicle and the Galveston County Daily News evidencing that the Notice of Public Hearing was so published, had been received.

Mr. Williams requested that a copy of the Affidavits of Publication be placed in the program file. Mr. Williams also noted that the Notice of Public Hearing solicited written comments, and announced that no written comments had been received.

There was no one in attendance, except one representative of the Developer.

Mr. Williams noted that the Report of the Public Hearing would state that no one appeared to ask questions or give statements or comments.

CERTIFIED TO BE A TRUE AND CORRECT COPY

By: 
Ron Williams,
Executive Director

Date: February 12, 2008

RESOLUTION NO. 07-121

A RESOLUTION APPROVING THE FIFTEEN MILLION DOLLAR (\$15,000,000.00) MULTIFAMILY HOUSING REVENUE BONDS (MANSIONS AT MOSES LAKE APARTMENTS) SERIES 2008 PROGRAM FOR THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION (SETH); AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENTS NECESSARY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Southeast Texas Housing Finance Corporation (SETH) has proposed to issue its Multifamily Housing Revenue Bonds (Mansions at Moses Lake Apartments) Series 2008 in the aggregate principal amount not to exceed \$15,000,000; and,

WHEREAS, the Southeast Texas Housing Finance Corporation (SETH) has requested a general certification for the benefit of the Attorney General of the State of Texas related to the issuance by the corporation of its multifamily housing revenue bonds (Lakeside Apartments) in one or more series (the "Bonds"); and,

WHEREAS, Gary Meyer is the officer representing the City of Texas City as a member of Southeast Texas Housing Finance Corporation's Board of Directors and the City Commission has previously approved Southeast Texas Housing Finance Corporation's Articles of Incorporation.

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

SECTION 1: That the City Commission hereby approves the issuance of the Southeast Texas Housing Finance Corporation Multifamily Housing Revenue Bonds (Mansions at Moses Lake Apartments) Series 2008 in the aggregate principal amount not to exceed \$15,000,000.

SECTION 2: That the City Commission hereby authorizes the Mayor to execute the documents necessary to gain the approval of the State Attorney General's Office for the issuance of the Revenue Note Program.

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

PASSED AND ADOPTED this 5th day of March, 2008.

Mike Land, Mayor Pro Tem
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney

Agreement for Election Services CITY COMMISSION AGENDA 2

Date: 03/05/2008

Submitted By: Pam Lawrence, Administration

Department: Administration

Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Consider approval of Resolution No. 08-XXX authorizing the Mayor to execute an Election Service Agreement with the Texas City Independent School District.

BACKGROUND

Texas Election Code §271.002 authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling locations.

TCISD and CITY will hold elections on the same day and serve voters within the same boundaries. It would be to the benefit of the City, TCISD, citizens and voters to hold the elections jointly.

TCISD and City have determined that it is to be in the best interest of TCISD and the citizens of the City of Texas City that provisions be made and agreed upon to provide the terms of a joint election for the purpose of Early Voting and Election Day voting.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:

[Election
Services
Agreement](#)

Link: [Res
08-13](#)

THE STATE OF TEXAS
COUNTY OF GALVESTON

§
§

**JOINT AGREEMENT BETWEEN THE TEXAS CITY INDEPENDENT SCHOOL
DISTRICT AND THE CITY OF TEXAS CITY
FOR ELECTION SERVICES**

This joint agreement is made this _____ day of _____, 2008, by and between the Texas City Independent School District (TCISD) and City of Texas City, Texas (CITY).

WHEREAS, TCISD intends to hold a Board of Trustees election on May 10, 2008, for the purpose of electing the following positions:

District 3 & 5 (General election)

District 6 (Special election)

WHEREAS, the CITY intends to hold a City Commission election on May 10, 2008, for the purposes of electing the Mayor and City Commissioners; and

WHEREAS, Texas Election Code §271.002 authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling locations; and,

WHEREAS, TCISD and CITY will hold elections on the same day; and,

WHEREAS, the parties to this agreement serve voters within the same boundaries, and it would be to the benefit of the CITY, TCISD and citizens and voters thereof to hold the elections jointly;

WHEREAS, said TCISD and CITY have determined that it is to be in the best interest of TCISD and the citizens of the City of Texas City, thereof, that provisions be made and agreed upon to provide the terms of a joint election for the purpose of Early Voting, Election Day voting, and tabulation services, that provides for conducting the election using the electronic voting system of eSlates and optical scan paper ballots and provide necessary staffing.

NOW, THEREFORE, TCISD AND CITY AGREE AS FOLLOWS:

1. CITY agrees to conduct a joint election with TCISD on May 10, 2008. The joint election provided for in this Agreement shall be held at the polling places designated by the City Commission and within the jurisdiction of TCISD (TCHS, Nessler Center, Sanders Center, and Fire Station #2). The parties hereto agree to a joint ballot. Each party hereto shall be responsible for calling its own election and CITY shall publish the notice of election for the

joint election. CITY shall not be responsible for the content and wording provided by TCISD's for the election notice.

2. CITY will provide for staffing for the conduct of Early Voting and provide for the appointment of all election workers for Election Day. The Chief Election Official, Early Voting Clerk, and other appointed election workers shall serve both entities. Early Voting will be conducted jointly.
3. CITY shall appoint the presiding judge of the Central Counting Station.
4. TCISD acknowledges that CITY and COUNTY have an interlocal agreement for the lease of the voting equipment, programming and testing of materials.
5. TCISD in consideration for the full coordination of such work through the City Secretary hereby agrees and binds itself to the payment of a fee of one-half (1/2) of the cost of the election to defray the costs to the CITY of conducting the election, including but not limited to: costs for Early Voting at Nessler Center, Election Day Voting at TCHS and Nessler; tabulating services, security, tabulation personnel, clerks, supplies, Information Technology support personnel, and City Secretary as consultant/manager of the Central Counting Station.
6. TCISD agrees to reimburse the CITY for the additional actual costs of a recount for TCISD election, should a recount be legally required.
7. TCISD will provide a representative at the Central Counting Station on election night to receive the unofficial tabulation of said election. Alternatively, TCISD may request CITY provide the election results via another means such as email. However, if an alternative means is used, CITY shall not be responsible for technical glitches or problems with transmission. TCISD shall be responsible for canvassing the returns of the election on behalf of TCISD.
8. CITY shall be responsible for the safekeeping of election records.
9. TCISD agrees that CITY shall not be responsible for the wording of the ballot language provided by TCISD. CITY shall not be responsible for canvassing the returns of the election on behalf of TCISD. TCISD and CITY may submit their submissions to the Department of Justice jointly; however, TCISD and CITY shall be responsible for drafting their own pre-clearance submissions. CITY and TCISD shall not be responsible for the content of the other party's Department of Justice submission.
10. The CITY is under no obligation to conduct an election on behalf of TCISD where there is no CITY election or the CITY election is cancelled. However, nothing herein shall preclude the CITY and TCISD from negotiating the terms, under which the CITY may choose to hold such election on behalf of TCISD, provided the CITY is reimbursed the actual cost of the election. If TCISD's election is cancelled or will not be held, TCISD shall promptly notify CITY and TCISD shall only be responsible for the expenses incurred up to that point.

12. Any expenditure made pursuant to this Agreement by either party hereto shall be from current revenues, as required by Interlocal Cooperation Act §791.011(d)(3).
13. TCISD acknowledges that the electronic voting system is highly technical and that it is conceivable that, despite the efforts of the parties, it might fail during the election. TCISD also agrees that should the electronic voting system fail, it will not make any claim against CITY for damages of any kind, including but not limited to, damages incurred by TCISD for having to conduct a second election, caused to TCISD as a result of such failure.
14. In the event one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
15. Any amendment of this agreement shall be of no effect unless in writing and approved and signed by all parties hereto.

The adoption of this Agreement between TCISD and CITY, Texas shall be the _____ day of _____, 2008.

CITY OF TEXAS CITY:

Matthew T. Doyle, Mayor

ATTEST:

Pamela A. Lawrence
City Secretary

TEXAS CITY INDEPENDENT SCHOOL
DISTRICT:

, Board President

ATTEST:

Board Secretary

RESOLUTION NO. 08-013

A RESOLUTION APPROVING THE JOINT AGREEMENT BETWEEN THE TEXAS CITY INDEPENDENT SCHOOL DISTRICT AND CITY OF TEXAS CITY FOR ELECTION SERVICES; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas Election Code §271.002 authorizes the governing bodies of political subdivision to enter into an agreement to hold joint elections in election precincts that can be served by common polling locations; and

WHEREAS, Texas City Independent School District (TCISD) and the City of Texas City (City) will hold elections on the same day and serve voters within the same boundaries; and

WHEREAS, TCISD and City have determined that it is in the best interest and benefit to the citizens, TCISD and the City to enter into a joint election agreement for the purpose of early voting and Election Day voting.

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

SECTION 1: That the City Commission hereby approves the Joint Agreement between the Texas City Independent School District and the City of Texas City for election services in substantially the same form as Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That the Mayor, or designee, is hereby authorized to execute such Join Agreement for election services.

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

PASSED AND ADOPTED this 5th day of March, 2008.

Mike Land, Mayor Pro-Tem
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney