

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

*** * AGENDA * ***

**WEDNESDAY, MARCH 19, 2008 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS AND PRESENTATIONS**
- 4. PUBLIC HEARING**
 - a. City of Texas City request to establish a Commercial Industrial/Mixed Use District for a tract of land out of Blocks 82, 83, 84, 86, 87, and 88 of San Leon Farm Home Tracts located in the Dickinson Bayou area, Texas City, Texas. (Planning Dept.)
- 5. 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 March 5, 2008 Regular Called City Commission Meeting.
 - b. Consider approval of **Resolution No. 08-020** for an **annual contract** for the purchase and delivery of **Polymer**. (Purchasing Dept.)
 - c. Consider approval of **Resolution No. 08-025** awarding the **annual contract** for the purchase and delivery of **Janitorial Supplies**. (Purchasing Dept.)
 - d. Consider approval of **Resolution No. 08-022** awarding contract to **Claunch & Miller, Inc. for Engineering and Construction Phase Services** for "Paving, Drainage, Water, and Sanitary Sewer Improvements along Amburn Road, Between Monticello Drive and Jones Road. (Transportation and Planning)
 - e. Consider approval of **Resolution No. 08-023** allowing the **installation of additional T-Mobile radio transmission and related equipment** to the currently existing T-Mobile equipment on and around the Goddard Elevated Water Tank located at 2801 21st Street N. (Utilities Dept.)
 - f. Consider approval of **Resolution No. 08-021** to restate the **2008 Extraterritorial Jurisdictional Boundary** agreement between the **City of League City** and **City of Texas City**. (Transportation and Planning)

- g. Consider approval of **Resolution No. 08-026** authorizing the Mayor to execute an agreement between the Galveston County Fire Fighters Association and City of Texas City (Fire Department) for **Mutual Aid Agreement**. (Fire Dept.)
- h. Consider approval of **Resolution No. 08-024 suspending the effective date of Centerpoint Energy Gas' rate increase for the maximum period permitted by law to allow the City time to evaluate the filing**, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue; also participation in Gulf Coast Coalition and hire legal and consulting services. (Finance Dept.)

6. REGULAR ITEMS

- a. Consider approval of **Ordinance No. 08-10 to rezone from "A" (Single Family Residential) to "S-P" (Site Plan)** to erect a 195' cell tower, being the west 1/2 of the south 1/2 of Lot N, Jones Subdivision located at **11711 Strom Road**. (Inspections Dept.)
- b. Consider approval of **Ordinance No. 08-11 establishing a Commercial Industrial/Mixed Use District** for a tract of land out of Blocks 82, 83, 84, 86, 87, and 88 of San Leon Farm Home Tracts located **in the Dickinson Bayou area**, Texas City, Texas. (Planning Dept.)
- c. Consider approval of **Ordinance No. 08-12 amending the City of Texas City's fiscal year 2007/2008 budget to provide funding for the engineering contract for the Street Improvements Project** on 9th Street (between 8th Avenue & 7th Avenue) and 7th Street (between 11th Avenue & 7th Avenue). (Finance Dept.)
- d. Consider approval of **Ordinance No. 08-13 amending the City of Texas City's fiscal year 2007/2008 budget to provide funding for the engineering fees for the Amburn Road Paving Improvement Project**. (Finance Dept.)

7. PUBLIC COMMENTS

8. MAYOR'S COMMENTS

9. 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.

PAMELA A. LAWRENCE
CITY SECRETARY

DATED: March 14, 2008

ZONING PUBLIC HEARING - CIMU PROPERTIES CITY COMMISSION AGENDA 2

Date: 03/19/2008
Submitted By: Jean Vincent, Inspections
Submitted For: Don Carroll
Department: Planning
Agenda Area: Public Hearing

Information

ACTION REQUEST (Brief Summary)

CITY OF TEXAS CITY REQUESTS A REZONING PUBLIC HEARING. City of Texas City to establish a Commercial Industrial/Mixed Use District for the Dickinson Bayou area on various properties as described below:

Metes and Bounds Description

CIMU ZONE

Area to be rezoned being a tract of land out of Blocks 82, 83, 84, 86, 87, and 88 of San Leon Farm Home Tracts more particularly described as follows:

Beginning at the intersection of the South Right-of-way line of Avenue T and the East right-of-way line of 29th Street;

Thence northerly along the East right-of-way line of 29th Street to the point of intersection with the East right-of-way line of F.M. 517;

Thence continuing northerly along the East right-of-way line of F.M. 517 to the Point of intersection with the South right-of-way line of Avenue R;

Thence easterly along the South right-of-way of Avenue R to the intersection with the centerline of 27th Street;

Thence continuing easterly along the South right-of-way of Avenue R a distance of 1400 feet, more or less, to the West right-of-way line of the unopened, street right-of-way of 26th Street;

Thence southerly along the West right-of-way line of 26th Street projecting into Dickinson Bayou to the intersection with the easterly projection of the South right-of-way line of Avenue T;

Thence westerly along the South right-of-way line of Avenue T and projection thereof to the Point of Beginning.

BACKGROUND

THIS HAS ALREADY BEEN GIVEN APPROVAL BY THE ZONING COMMISSION ON FEBRUARY 5, 2008. THIS DISTRICT WAS PREVIOUSLY ESTABLISHED AND GIVEN APPROVAL BY THE ZONING AND CITY COMMISSIONS. THIS WILL NOW REZONE THE PROPERTIES IN THE DICKINSON BAYOU AREA.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

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

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of Texas City will hold a **PUBLIC HEARING** on **Wednesday, March 19, 2008 at 5:00 p.m.** in the Kenneth T. Nunn Room at City Hall. The purpose of the Public Hearing is to hear citizens' opinion in favor of or in opposition to the City of Texas City's request to establish a Commercial Industrial/Mixed Use District for the Dickinson Bayou area on various properties as described below:

REQUEST BY: City of Texas City request to establish a Commercial Industrial/Mixed Use District for the Dickinson Bayou area.

BEING: A tract of land out of Blocks 82, 83, 84, 86, 87, and 88 of San Leon Farm Home Tracts.

LOCATED : Dickinson Bayou area, Texas City, Texas.

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

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

Date of posting: February 21, 2008

5.a.

Minutes from the March 5, 2008 Regular Called City Commission Meeting

CITY COMMISSION AGENDA 2

Date: 03/19/2008

Submitted By: Pam Lawrence, Administration

Department: Administration

Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Consider approval of the Minutes from the March 5, 2008 Regular Called City Commission Meeting.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link: [March 5, 2008 CC Minutes](#)

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

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

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

A Regular Called Meeting of the City Commission was held on Wednesday, March 5, 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 Pro tem Mike Land; Commissioners: Tommy Clark, Dedrick Johnson, Donald Singleton and Carl Sullivan. Mayor Matthew T. Doyle and Commissioner Dee Ann Haney were not able to attend.

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

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

PROCLAMATIONS AND PRESENTATIONS

Mayor Pro Tem presented an **AWARD OF MERIT** to **W. C. Chamberlain** honoring **50 years of dedicated service to (Boy) Scouting**.

March 5, 2008

W. C. Chamberlain Day in Texas City

In honor of your 50 years of devoted service to Scouting. Your commitment and leadership has enabled many young people in their endeavor to make excellent ethical and moral choices. Congratulations to you and may God continue to bless you with good health and happiness.

REPORTS

- a. Report on the Police Department's Annual Racial Profiling Report.

Police Chief Burby presented the annual racial profiling report. In compliance with Article 2.134 of the Texas Code of Criminal Procedure, Chief Burby provided the Commission with a copy of the 2007 Annual Racial Profiling Report. Racial Profiling in the Texas City Police Department is prohibited by State Law and by Departmental Policy. After examining the data contained in the report, the said Chief said that he could find no evidence of racial profiling in this Department and that he knew that the City is in compliance with State requirement.

- 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).

Mr. Kulumbi, Claunch & Miller, Inc., gave a presentation on the 9th Avenue & 9th Street Drainage Program. 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 will be finished in August 2008. Construction on the second phase will begin in late October 2008 and should be finished in late 2009.

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.

Mayor Pro Tem Land requested that item b., *Consider approval of **Resolution No. 08-017 authorizing the Mayor to execute a subrecipient agreement with Sam Houston State University; to participate in the Anti-Gang Project***, be pulled for further discussion.

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

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.

- d. Consider approval of **Resolution No. 08-018** appointment of a new board member to the Recreation & Tourism Board. (Mayor)

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.

- e. Consider approval of **Resolution No. 08-021** 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)

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.

- f. Consider approval of **Resolution No. 08-013** authorizing the Mayor to execute a **Joint Election Agreement** with the Texas City Independent School District.

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.

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

- b. Consider approval of **Resolution No. 08-017** authorizing the Mayor to execute a **subrecipient agreement** with Sam Houston State University; **to participate in the Anti-Gang Project.** (Police Dept.)

Chief Burby gave a presentation on the various gangs that are located in Texas City and the surrounding cities.

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.

Commissioner Johnson made a MOTION to APPROVE Resolution No. 08-017 authorizing the Mayor to execute a subrecipient agreement with Sam Houston State University; to participate in the Anti-Gang Project; the motion was SECONDED by Commissioner Singleton. All present voted AYE. MOTION CARRIED.

PUBLIC COMMENTS

Barbara White suggested putting information concerning the 9th Street and 9th Avenue Project road closures on Channel 16.

MAYOR'S COMMENTS

Important dates:

- March 6, 2008 – Valero 100 year Anniversary & Luncheon
- March 10, 2008 – Explorer Graduation Ceremony
- March 12, 2008 – Drawing for placement on ballot for the May 10, 2008 General Election
- March 17, 2008 – St. Patrick's Day/Little League Parade

COMMISSIONERS' COMMENTS

Having no further business, **Commissioner Sullivan made a MOTION to ADJOURN at 5:45 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: 03-13-2008

**Bid # 2008-896 Polymer Annual Contract
CITY COMMISSION AGENDA 2**

Date: 03/19/2008

Submitted By: Rita Williams, Purchasing

Department: Purchasing

Agenda Area: Consent

Information**ACTION REQUEST (Brief Summary)**

Approve and award Bid # 2008-896 for the purchase and delivery of Polymer Annual Contract, to be utilized by the Wastewater Treatment Plant.

BACKGROUND

On January 25, 2008 three (3) bid packets were mailed to area vendors. A bid tabulation is attached for your review.

Bids opened Friday, February 8, 2008 at 2:00 p.m.

ANALYSIS

The low responsible bid meeting all specifications was received from Polydyne, Inc., in Georgia, for the unit price bid of \$0.930 per pound. After all of the performance tests were completed on the Polymer, the Wastewater Superintendent has made his recommendation of Polydyne, Inc.

It is my recommendation to award the annual contract to Polydyne, Inc. for the unit price bid and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Funds Available Y/N: Y

Amount Requested:

Source of Funds: User Fees/Operating Budget

Account #: 510-703-52030 Polymer

Fiscal Impact:

Unit rate contract. Estimated total for remainder of fiscal year is \$20,000.

Attachments

Link:
Exhibit

A

Link:

Res

08-020

BID TABULATION

**Bid # 2008-896
POLYMER ANNUAL CONTRACT**

Bid Opening: Friday, February 8, 2008 @ 2:00 p.m.

VENDOR	UNIT PRICE PER LB.	LBS. PER 300 GALLON TOTE	UNIT PRICE PER TOTE
Polydyne Inc. Riceboro, GA	\$0.930	2,300 lbs.	\$2,139.00
Ashland Inc. Greensboro, NC	\$1.02	2,290 lbs.	\$2,335.80
Ciba Corporation Suffolk, VA	\$1.17	2,200 lbs.	\$2,574.00
Armstrong Water Technology, Inc. Houston, Texas	\$1.17	2,315 lbs.	\$2,708.55
Previous Contract Pricing	\$0.920 per lb. = \$2,116.00 per tote		

RESOLUTION NO. 08-020

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

WHEREAS, on January 25, 2008, bids were mailed to three (3) area vendors for the purchase and delivery of Polymer Annual Contract, Bid No. 2008-896; and

WHEREAS, bids opened on February 8, 2008, and the lowest bid received meeting all specifications was received from Polydyne, Inc.

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

SECTION 1: That the successful bidder for the purchase and delivery of Polymer Annual Contract, Bid No. 2008-896, is Polydyne, Inc.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with Polydyne, Inc. for the purchase and delivery of Polymer Annual Contract, Bid No. 2008-896, for the respective unit prices bid in Exhibit "A", as attached hereto and incorporated herein for all intents and purposes.

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

PASSED AND ADOPTED this 19th day of March, 2008.

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

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney

**id 2008-899 Janitoria supplies Annual Cntract
CITY COMMISSION AGENDA 2**

Date: 03/19/2008

Submitted By: Rita Williams, Purchasing

Department: Purchasing

Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Approve and award Bid # 2008-899 for the purchase and delivery of Janitorial Supplies Annual Contract.

BACKGROUND

Bid packets were mailed to three (3) area vendors on February 19, 2008. A bid tabulation is attached for your review.

Bids opened Wednesday, March 5, 2008 @ 2:00 p.m.

ANALYSIS

The low responsible bid meeting all specifications in all Sections except Trash Liners was received from Kleen Supply Company, in Galveston, for the unit prices bid. The apparent low bid meeting all specifications for the Trash Liners was received from Unipak, in New York, for the unit prices bid.

Since Unipak is a new vendor to the City, all references were notified and the results were excellent. The trash Liners will be ordered via fax and shipped next day from Unipak's distributor in Texas.

Kleen Supply Company has had the Janitorial Supply Annual Contract for several years and has done an excellent job meeting the City's needs.

It is my recommendation to award all sections of the contract except Trash Liners to Kleen Supply Company, for the unit prices bid and the Trash Liners to Unipak, for the unit prices bid and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:
Exhibit

A

Link:

Res

08-25

BID # 2008-899
JANITORIAL SUPPLIES ANNUAL CONTRACT

Bid Opening: Wednesday, March 5, 2008 @ 2:00 p.m.

CLEANING AND CHEMICAL PRODUCTS

Item #	Description of Product	VENDORS					Previous Contract
		Kleen Supplies Galveston, TX	Unipak Brooklyn, NY	Central Poly Corp	Pyramid School Products	All American Poly	
CC-1	Air Freshener	32.50 case 20 oz. 12/case	No Bid	No Bid	23.85 case 20 oz. 12/case	No Bid	25.90
CC-2	Metered Aerosol Room Deodorant	34.10 case 7 oz.12/case	No Bid	No Bid	29.98 case 7 oz. 12/case	No Bid	32.90
CC-3	Odor Counteractant	11.70 gal. 1 gal ctn 4/ case	No Bid	No Bid	No Bid	No Bid	11.70
CC-4	Bowl Rim Hangers	7.50 case 12/case	No Bid	No Bid	59.98 case 144 ea/case	No Bid	7.10
CC-5	Urinal Screens	14.00 case 12/case	No Bid	No Bid	13.98 case 12/case	No Bid	13.20
CC-6	Scouring Powder	18.90 case 21 oz.24/case	No Bid	No Bid	23.95 case 21 oz. 24/case	No Bid	17.90
CC-7	Non-Abrasive Cleaner	29.95 case 35 oz.9/case	No Bid	No Bid	No Bid	No Bid	21.90
CC-8	All Purpose Aerosol Cleaner	30.50 case 20 oz/12case	No Bid	No Bid	No Bid	No Bid	28.50
CC-9	Cleaner, Disinfectant	20.00 case 1 gal ctn./4 cases	No Bid	No Bid	No Bid	No Bid	21.40
CC-10	Non-Acid Toilet Bowl Cleaner	27.50 case 32 oz. 12/case	No Bid	No Bid	No Bid	No Bid	20.90
CC-11	Bleach	10.00 case 1 gal ctn 6/case	No Bid	No Bid	No Bid	No Bid	10.00
CC-12	Degreaser	5.50 gal 1 gal ctn 4/cases	No Bid	No Bid	No Bid	No Bid	5.50
CC-13	Laundry Detergent – Liquid Allstar D-terge	25.40 gal 1 gal ctn 4/case	No Bid	No Bid	No Bid	No Bid	23.60

CLEANING AND CHEMICAL PRODUCTS

VENDORS							
Item #	Description of Product	Kleen Supplies Galveston, TX	Unipak Brooklyn, NY	Central Poly Corp.	Pyramid School Products	All American Poly	Previous Contract
CC-14	Automatic Dishwasher Gel	33.90 case 125 oz. 4/case	No Bid	No Bid	No Bid	No Bid	33.40
CC-15	Liquid Dishwashing Liquid	32.90 case 38 oz. 8/case	No Bid	No Bid	No Bid	No Bid	30.60
CC-16	Steel Wool Soap Pads	34.00 case 15 per box 12/case	No Bid	No Bid	23.95 case 10 per box/12 case	No Bid	34.25
CC-17	Aerosol Disinfectant	26.65 case 20 oz. 12/case	No Bid	No Bid	22.98 case 16 oz cans/12 case	No Bid	26.65
CC-18	Non Acid Drain Opener	42.10 case 80 oz. 6/case	No Bid	No Bid	No Bid	No Bid	39.10
CC-19	Furniture Polish	32.40 case 20 oz. 12/case	No Bid	No Bid	24.95 case 17 oz. 12/case	No Bid	29.00
CC-20	Windex Glass Cleaner	10.70 gal. 1 gal ctn 4/cases	No Bid	No Bid	No Bid	No Bid	10.70
CC-21	Mildew Stain Remover	28.50 case 16 oz. 12/case	No Bid	No Bid	No Bid	No Bid	33.40
CC-22	Stainless Steel Cleaner	26.90 case 20 oz. 12/case	No Bid	No Bid	23.98 case 18 oz cans/12/case	No Bid	29.55
CC-23	Oven Cleaner	28.95 case 24 oz. 6/case	No Bid	No Bid	No Bid	No Bid	27.40
CC-24	Large Wrapped Cellulose Sponges	23.50 case 24/case	No Bid	No Bid	8.28 case 12/case	No Bid	21.90
CC-25	Spray bottle with trigger spray head	1.10 each	No Bid	No Bid	.75 each	No Bid	1.05
CC-26	Small Latex Gloves	17.90 pkg 12/pkg	No Bid	No Bid	4.39 pkg. 12/pkg	No Bid	16.50
CC-27	Large Latex Gloves	17.90 pkg 12/pkg	No Bid	No Bid	4.39 pkg 12/pkg.	No Bid	16.50
CC-28	X-Large Latex Gloves	17.90 pkg 12/pkg	No Bid	No Bid	4.39 pkg 12/pkg.	No Bid	16.50

CLEANING AND CHEMICAL PRODUCTS

		VENDORS					
Item #	Description of Product	Kleen Supplies Galveston, TX	Unipak Brooklyn, NY	Central Poly Corp	Pyramid School Products	All American Poly	Previous Contract
CC-29	Small Disposable Gloves	3.95 box 100/box	No Bid	No Bid	2.95 box 100/box	No Bid	3.90
CC-30	Medium Disposable Gloves	3.95 box 100/box	No Bid	No Bid	2.95 box 100/box	No Bid	3.90
CC-31	Large Disposable Gloves	3.95 box 100/box	No Bid	No Bid	2.95 box 100/box	No Bid	3.90
CC-32	X-Large Disposable Gloves	3.95 box 100/box	No Bid	No Bid	2.95 box 100/box	No Bid	3.90
CC-33	Soap, Liquid Hand Refill	62.90 case 800 ml 12/case	No Bid	No Bid	No Bid	No Bid	49.00
CC-34	Heavy-Duty Hand Cleaner-Lava 4oz bar	43.90 case 4 oz. 48/case	No Bid	No Bid	No Bid	No Bid	40.10
CC-35	Remover	34.80 case 32 oz. 12/case	No Bid	No Bid	No Bid	No Bid	23.20
CC-36	Medium Scrub Sponge	13.30 case 20/case	No Bid	No Bid	No Bid	No Bid	12.40
CC-37	Fabric Softener Sheets	49.80 case 160 ct 6/case	No Bid	No Bid	No Bid	No Bid	45.95
CC-38	Vinyl Protectant and Cleaner	51.80 case 32 oz. 6/cases	No Bid	No Bid	No Bid	No Bid	48.90
CC-39	Multi Purpose Lubricant	58.05 case 16 oz. 12/case	No Bid	No Bid	No Bid	No Bid	47.50
CC-40	Insect Repellant	54.00 case 6 oz 12/case	No Bid	No Bid	No Bid	No Bid	55.00
CC-41	Roach & Ant Spray	56.80 case 15 oz. 12/case	No Bid	No Bid	30.99 case 10 oz. 12/case	No Bid	50.50
CC-42	Wasp & Hornet Spray	52.25 case 12 oz. 12/case	No Bid	No Bid	30.75 case 15 oz. 12/case	No Bid	44.90
CC-43	Waterless hand wipes	63.10 case 75 ct 6/cases	No Bid	No Bid	No Bid	No Bid	59.90
CC-44	Cleaning Cloths	76.50 case 50 ct 4/cases	No Bid	No Bid	No Bid	No Bid	74.00
CC-45	Hand Sanitizer Refills	68.40 case 1,000 ml 3/case	No Bid	No Bid	No Bid	No Bid	54.00

CLEANING AND CHEMICAL PRODUCTS

		VENDORS					
Item #	Description of Product	Kleen Supplies Galveston, TX	Unipak Brooklyn, NY	Central Poly Corp.	Pyramid School Products	All American Poly	Previous Contract
CC-46	Disinfecting Wipes	28.90 case 75/ct 6 cases	No Bid	No Bid	No Bid	No Bid	28.90
	TOTAL BID AMOUNT	\$47,233.30	-----	-----	\$8,302.57	-----	-----
	Discount	25%			NA		

DISPENSERS

		VENDORS					
Item #	Description of Product	Kleen Supplies Galveston, TX	Unipak Brooklyn, NY	Central Poly Corp.	Pyramid School Products	All American Poly	Previous Contract
D-1	Sanitary Napkin Disposal Dispenser	28.80 each	No Bid	No Bid	No Bid	No Bid	28.80
D-2	All Purpose Wiper Dispenser	15.90 each	No Bid	No Bid	No Bid	No Bid	15.90
D-3	Roll Toilet Tissue Holder – regular	11.50 each	No Bid	No Bid	7.95 each	No Bid	11.50
D-4	Cone Cup Dispenser	10.90 each	No Bid	No Bid	No Bid	No Bid	10.90
D-5	Cup Dispenser – adjustable	18.00 each	No Bid	No Bid	No Bid	No Bid	18.00
D-6	Soap Dispenser – Window	NC	No Bid	No Bid	No Bid	No Bid	NC
D-7	Sanitary Napkin Dispenser	28.80 each	No Bid	No Bid	No Bid	No Bid	28.80
D-8	Toilet Seat Cover Dispenser	57.70 each	No Bid	No Bid	No Bid	No Bid	57.70
D-9	Metered Aerosol Room Deodorizer	28.50 each	No Bid	No Bid	No Bid	No Bid	18.95

DISPENSERS

		VENDORS					
Item #	Description of Product	Kleen Supplies Galveston, TX	Unipak Brooklyn, NY	Central Poly Corp.	Pyramid School Products	All American Poly	Previous Contact
D-10	Mill Dispenser	NC	No Bid	No Bid	No Bid	No Bid	NC
D-11	Hand Cleaner-In Sight Santi Tuff Dispenser	NC	No Bid	No Bid	No Bid	No Bid	NC
D-12	Paper Towel Dispenser-In Sight	NC	No Bid	No Bid	No Bid	No Bid	NC
D-13	Multi fold Paper Towel Dispenser-metal	25.80 each	No Bid	No Bid	No Bid	No Bid	24.60
D-14	Hand Sanitizer Dispenser	14.25 each	No Bid	No Bid	No Bid	No Bid	8.25
	TOTAL BID AMOUNT	\$2,729.80	-----	-----	\$95.40	-----	-----

FLOOR CARE PRODUCTS

		VENDORS					
Item #	Description of Product	Kleen Supplies Galveston, TX	Unipak Brooklyn, NY	Central Poly Corp.	Pyramid School Products	All American Poly	Previous Contract
FC-1	Stripper	6.25 gal 1 gal ctn 4/case	No Bid	No Bid	No Bid	No Bid	6.25
FC-2	Neutralizer and Conditioner	33.00 gal 1 gal ctn 4/case	No Bid	No Bid	No Bid	No Bid	33.00
FC-3	Sealer	9.50 gal 1 gal ctn 4/case	No Bid	No Bid	No Bid	No Bid	9.50
FC-4	Wax	11.25 gal 1 gal ctn 4/case	No Bid	No Bid	No Bid	No Bid	10.00
FC-5	Recoat Floor Finish	9.05 gal. 1 gal ctn 4/case	No Bid	No Bid	No Bid	No Bid	8.10

FLOOR CARE PRODUCTS

Item #	Description of Product	VENDOR					Previous Contract
		Kleen Supplies Galveston, TX	Unipak Brooklyn, NY	Central Poly Corp	Pyramid School Products	All American Poly	
FC-6	Gym Finish	27.50 gal 5 gal	No Bid	No Bid	No Bid	No Bid	21.10
FC-7	Carpet Cleaner	5.95 gal 1 gal ctn 4/cases	No Bid	No Bid	No Bid	No Bid	5.60
FC-8	Carpet Stain Remover	34.90 case 16 oz. 12/case	No Bid	No Bid	No Bid	No Bid	31.80
FC-9	20" White Polish Pad	15.90 case 5 pads/case	No Bid	No Bid	22.98 5 pads/case	No Bid	15.90
FC-10	20" Red Buffer Pad	15.90 case 5 pads/case	No Bid	No Bid	22.98 5 pads/case	No Bid	15.90
FC-11	20" Green Stripping Pad	15.90 case 5 pads/case	No Bid	No Bid	16.99 5 pads/case	No Bid	15.90
FC-12	20" Black Stripping Pad	15.90 case 5 pads/case	No Bid	No Bid	22.98 5 pads/case	No Bid	15.90
FC-13	30" Push Broom Head	20.00 each	No Bid	No Bid	No Bid	No Bid	18.90
FC-14	36" Push Broom Head	21.90 each	No Bid	No Bid	No Bid	No Bid	23.10
FC-15	Street/Barn Broom Head	9.80 each	No Bid	No Bid	No Bid	No Bid	9.50
FC-16	Push Broom Handle For FC 14	3.35 each	No Bid	No Bid	No Bid	No Bid	3.35
FC-17	Push Broom Handle For FC 13	4.50 each	No Bid	No Bid	No Bid	No Bid	4.25
FC-18	All Corn Broom	4.50 each	No Bid	No Bid	4.89 each	No Bid	4.50
FC-19	Angled Broom	4.96 each	No Bid	No Bid	3.99 each	No Bid	4.96
FC-20	Dust Pan	2.90 each	No Bid	No Bid	1.72 each	No Bid	2.60
FC-21	Lobby Dust Pan	13.50 each	No Bid	No Bid	7.98 each	No Bid	11.95

FLOOR CARE PRODUCTS

Item #	Description of Product	VENDOR					
		Kleen Supplies Galveston, TX	Unipak Brooklyn, NY	Central Poly Corp	Pyramid School Products	All American Poly	Previous Contract
FC-22	Complete Mop Bucket and Wringer	60.50 set	No Bid	No Bid	69.95 set	No Bid	49.95
FC-23	Mop Handle	6.50 each	No Bid	No Bid	4.29 each	No Bid	6.50
FC-24	Mop Head –Cotton saddles, 24 ounce	3.50	No Bid	No Bid	2.98 each	No Bid	2.80
FC-25	Mop Head – Rayon saddles, 24 ounce	4.98 each	No Bid	No Bid	3.98 each	No Bid	4.98
FC-26	Dust Mop Handle	7.90 each	No Bid	No Bid	4.75 each	No Bid	8.90
FC-27	Dust Mop Frame	4.10 each	No Bid	No Bid	2.89 each	No Bid	4.10
FC-28	Dust Mop Head	6.90 each	No Bid	No Bid	4.59 each	No Bid	6.90
FC-29	Dust Mop Treatment	33.50 case 18 oz. 12/cases	No Bid	No Bid	30.99 case 19 oz. 12/case	No Bid	30.90
FC-30	Bowl Cleaner Mops	.70 each	No Bid	No Bid	.49 each	No Bid	.65
FC-31	Utility Pads	5.90 case 5/case	No Bid	No Bid	12.98 case 20/case	No Bid	4.50
FC-32	Whisk Broom	2.05 each	No Bid	No Bid	1.99 each	No Bid	2.05
FC-33	Disposable Dust Heads	4.65 each	No Bid	No Bid	5.89 each	No Bid	4.65
FC-34	Clip-On Dust Mop Frame	6.55 each	No Bid	No Bid	3.89 each	No Bid	6.55
FC-35	All Purpose Cleaner	5.90 each	No Bid	No Bid	No Bid	No Bid	5.90
	TOTAL BID AMOUNT	\$8,152.90	-----	-----	\$3,900.32	-----	-----
	Discount	25%	-----	-----	NA	-----	

SANITARY PAPER PRODUCTS

VENDORS							
Item #	Description of Product	Kleen Supplies Galveston, TX	Unipak Brooklyn, NY	Central Poly Corp.	Pyramid School Products	All American Poly	Previous Contract
SP-1	Hard Roll Towels-8"x600', white Kleenix	37.25 case 6/600 case	No Bid	No Bid	No Bid	No Bid	74.50
SP-2	Tall Fold Napkins	31.25 case 10,000	No Bid	No Bid	No Bid	No Bid	30.20
SP-3	All Purpose Wipers	36.90 case 90/pak/12 case	No Bid	No Bid	No Bid	No Bid	33.05
SP-4	Toilet Tissue-regular	44.80 case 605/80 case	No Bid	No Bid	No Bid	No Bid	42.90
SP-5	Cone Cups	46.00 200/25 case	No Bid	No Bid	No Bid	No Bid	45.00
SP-6	Styrofoam Cups-8 oz	16.80 case 1,000/case	No Bid	No Bid	No Bid	No Bid	14.20
SP-7	Styrofoam Cups-12 oz	23.95 case 1,000 case	No Bid	No Bid	No Bid	No Bid	20.80
SP-8	Napkin Receptacle Liners	17.80 case 500/case	No Bid	No Bid	9.98 case 250/case	No Bid	17.10
SP-9	Seat Covers	29.00 case 2,500/case	No Bid	No Bid	26.95 case 20-250/case	No Bid	28.00
SP-10	Kleenex Facial Tissues	35.65 case 100 box/30 case	No Bid	No Bid	No Bid	No Bid	27.00
SP-11	WypAll X80 Shop Pro Red Towels-Pop up	12.00 box 80 box 5/case	No Bid	No Bid	No Bid	No Bid	10.70
SP-12	Utility Wipers-Pop up box-9"x10.5"white	5.30 each 125 box 18/case	No Bid	No Bid	No Bid	No Bid	4.60
SP-13	Multifold towels – one-ply, white	18.95 case 4,000 case	No Bid	No Bid	No Bid	No Bid	16.90
SP-14	Coreless Jumbo Toilet Tissue	49.00 1,150 12/cases	No Bid	No Bid	No Bid	No Bid	52.00
	TOTAL BID AMOUNT	\$38,074.90	-----	-----	\$369.30	-----	-----
	Discount	25%	-----	-----	-----	-----	-----

TRASH LINERS

VENDORS							
Item #	Description of Product	Kleen Supplies Galveston, TX	Unipak Brooklyn, NY	Central Poly Corp.	Pyramid School Products	All American Poly	Previous Contract
T-1	24" x 32" Trash Liners .60 mil	23.75 case 500/case	17.00 case 500/case	19.80 case 500/case	No Bid	24.79 case 500/case	21.50
T-2	33" x 39" Trash Liners .95 mil	15.90 case 150/case	\$12.75 case 150/case	14.20 case 150/case	No Bid	16.63 case 200/case	20.90
T-3	38" x 58" Trash Liners 1.7 mil	16.95 case 50/case	12.50 case 50/case	20.40 case 50/case	No Bid	17.45 case 100 case	19.40
T-4	38" x 63" Trash Liners 3.0 mil	32.00 case 50/case	23.88 case 50/case	22.10 case 50/case	No Bid	32.70 case 100 case	28.15
	TOTAL BID AMOUNT	\$25,895.50	\$19,247.50	\$21,560.00	-----	\$26,596.40	-----
	Discount	25%	-----	-----	-----	-----	-----

MISCELLANEOUS

VENDORS							
Item #	Description of Product	Kleen Supplies Galveston, TX	Unipak Brooklyn, NY	Central Poly Corp.	Pyramid School Products	All American Poly	Previous Contract
M-1	Hand Cleaner- Naturally Tuff Orange	69.80 case 4 gal/case	No Bid	No Bid	No Bid	No Bid	62.00
M-2	Citrus Emulsion Degreaser	601.00 drum	No Bid	No Bid	No Bid	No Bid	601.00
M-3	Tar and Asphalt Cleaner	616.00 drum	No Bid	No Bid	No Bid	No Bid	616.00
M-4	Liquid Car Wash	7.25 gal	No Bid	No Bid	No Bid	No Bid	6.70
	TOTAL BID AMOUNT	\$10,445.00	-----	-----	-----	-----	-----
	Discount	25%	-----	-----	-----	-----	-----

RESOLUTION NO. 08-025

A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO ANNUAL CONTRACT WITH KLEEN SUPPLY COMPANY FOR ALL SECTIONS EXCEPT TRASH LINERS AND UNIPAK FOR TRASH LINERS FOR THE PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on February 19, 2008, three (3) bid packets were mailed to area vendors for the purchase and delivery of Janitorial Supplies Annual Contract, Bid No. 2008-899; and

WHEREAS, the lowest bid meeting all specifications in all sections EXCEPT trash liners was received from Kleen Supply Company for the unit prices bid; and

WHEREAS, the lowest bid meeting all specifications for the trash liners was received from Unipak for the unit price bid.

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

SECTION 1: That the successful bidders for the annual contract for the Janitorial Supplies for all specifications in all sections EXCEPT trash liners was received from Kleen Supply Company and for the trash liners was received from Unipak for the unit prices bid.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with Kleen Supply Company and Unipak for the respective janitorial supplies, as described and priced in Exhibit "A" attached hereto and made a part hereof for all intent and purposes.

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

PASSED AND ADOPTED this 19th day of March, 2008.

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

ATTEST:

Pamela A. Lawrence
City Secretary

APPROVED AS TO FORM:

Robert Gervais
City Attorney

C&M Engineering Contract - Amburn Road CITY COMMISSION AGENDA 2

Date: 03/19/2008

Submitted By: Edna Patterson, Transportation and Planning

Submitted For: Doug Kneupper

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 Amburn Road (Between Monticello Drive and Jones Road) in the amount of \$280,675.00 - Design Phase, and \$199,275.00 - Construction Phase, for a total contract amount of \$479,950.00.

BACKGROUND

The paving improvements to Amburn Road will include a complete pavement reconstruction. It is anticipated that the pavement section will consist of 6-inch reinforced concrete paving on 6-inch lime stabilized subgrade with curb and storm sewer system. The existing roadside drainage ditches along Amburn Road and the existing outfall ditch draining east from Amburn Road will be replaced with an enclosed storm sewer system. The new storm sewers system will be designed to convey the 2-year storm event.

The project also includes the installation of 3,450 L.F. of existing 8-inch water line and associated street crossings along the project alignment. Three (3) existing 8-inch sanitary sewer crossings will be replaced as part of this project to facilitate the proposed improvements.

ANALYSIS

Initiating the roadway design work now, puts the City in a position to utilize the County's Road Bond Funds immediately once they become available.

Any surplus construction observation services budget remaining from the 9th Street and 7th Street Project will be utilized to supplant the budget for the Amburn Road Project.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:

Amburn

Road

Project

Link: Res

08-022

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 Amburn Road (Between Monticello Drive and Jones Road)" ("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 \$280,675.00 for Design Services and Miscellaneous and \$199,275.00 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"

March 7, 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 Amburn Road (Between Monticello Drive and Jones Road)
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 Amburn Road (Between Monticello Drive and Jones Road). This proposal is based on our understanding of the project as discussed in our previous meetings and conversations with City staff and information obtained from our site visits to the project area. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

The limits of the project are between Monticello Drive and Jones Road. The paving improvements to Amburn Road will include a complete pavement reconstruction. It is anticipated that the pavement section will consist of 6-inch reinforced concrete paving on 6-inch lime stabilized subgrade with curb and storm sewer system. The existing roadside drainage ditches along Amburn Road and the existing outfall ditch draining east from Amburn Road will be replaced with an enclosed storm sewer system. The new storm sewers system will be designed to convey the 2-year storm event.

The project also includes the installation of 3,450 L.F. of existing 8-inch water line and associated street crossings along the project alignment. Three (3) existing 8-inch sanitary sewer crossings will be replaced as part of this project to facilitate the proposed improvements.

Based on preliminary cost estimates performed by CMI, the estimated construction cost for performing the paving, drainage, water, and sanitary sewer improvements for the project is approximately \$3,041,725.00.

Claunch & Miller, Inc. has been authorized by the City to prepare plans and specifications for performing Paving, Drainage, Water, and Sanitary Sewer Improvements for 9th Street (Between 8th Avenue & 7th Avenue) and 7th Street (Between 11th Avenue & 7th Avenue) (9th Street and 7th Street Project). The project is currently under design and construction is anticipated to commence in November 2008. The construction on the Amburn Road Project is anticipated to commence March 2009.

Based on a projection of the anticipated construction schedule for the Amburn Road Project and the 9th Street and 7th Street Project, there would be a period where construction work on these two projects should occur concurrently. During these periods when construction occurs concurrently, it is City's desire that CMI provide one on-site representative to observe the construction of both the proposed 9th Street and 7th Street Project and the Amburn Road Project. It is also City's intent to provide City personnel to supplement the construction observation effort on an as needed basis. The budget for the construction observation services is based on the assumption that the on-site representative will share time observing each project when they occur concurrently. In the event the construction on the two projects does not occur concurrently, there may be an impact on the overall construction observation services budget. Any surplus construction observation services budget remaining from the 9th Street and 7th Street Project will be utilized to supplant the budget for the Amburn Road Project. If required, CMI will coordinate with the City and submit a proposal for the additional budget.

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 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 in this paving project.
- 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. .
- 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.

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 topographical survey of the full right of way for the project area. 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 5,650 linear 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 – Ten (10) borings will be drilled to a combined depth of 170 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 during the construction phase. 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. 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. Since there is a potential for construction of the 9th Street and 7th Street Project and the Amburn Road Project to occur concurrently, the budget for construction observation services is based on an estimated construction time of 210 calendar days. The on-site representative will share time observing each project when construction occurs concurrently with support from the City personnel.
- 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	\$230,425.00
---	--------------

Special Services:

Surveying: Cost plus 15%	\$25,975.00
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Geotechnical Study: Cost plus 15%	\$9,775.00
-----------------------------------	------------

Traffic Control Plan: Lump Sum amount of	\$7,500.00
--	------------

Storm Water Pollution Prevention Plan: Lump Sum amount of	\$3,500.00
---	------------

*Reproduction: Cost plus 15%	\$1,500.00
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*Miscellaneous: Hourly and cost plus 15%	<u>\$2,000.00</u>
--	-------------------

Total Design Phase Fee	\$280,675.00
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CONSTRUCTION PHASE SERVICES

Construction Phase Fees are:

Construction Administration: A lump sum amount of:	\$ 40,650.00
--	--------------

Special Services:

*Materials Testing: (Cost plus 15%)	\$30,000.00
--	-------------

*Construction Observation: (Hourly and cost plus 15% plus vehicle expenses of \$25 a day)	<u>\$128,625.00</u>
--	---------------------

Total Construction Phase Fee	\$199,275.00
-------------------------------------	---------------------

*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	\$230,425.00
-----------------------	----------	--------------

Special:

*Surveying	Cost plus 15%	\$ 25,975.00
*Geotechnical Study	Cost plus 15%	\$ 9,775.00
Traffic Control Plan	Lump Sum	\$ 7,500.00
Storm Water Pollution Prevention Plan	Lump Sum	\$ 3,500.00
*Reproduction	Cost plus 15%	\$ 1,500.00
*Miscellaneous Services	Hourly and cost plus 15%	<u>\$ 2,000.00</u>

SUB-TOTAL	\$280,675.00
------------------	---------------------

Construction Phase**Basic:**

Construction Administration	Lump Sum	\$ 40,650.00
-----------------------------	----------	--------------

Special:

*Materials Testing	Cost plus 15%	\$ 30,000.00
*Site Representation Services	Hourly cost plus 15%	<u>\$128,625.00</u>

SUB-TOTAL	\$199,275.00
------------------	---------------------

Total Engineering and Construction Phase Services	\$479,950.00
--	---------------------

***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. 08-022

A RESOLUTION APPROVING A PROPOSAL AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CLAUNCH AND MILLER, INC., TO PROVIDE ENGINEERING AND CONSTRUCTION PHASE SERVICES FOR PAVING, DRAINAGE, WATER AND SANITARY SEWER IMPROVEMENTS ALONG AMBURN ROAD (BETWEEN MONTICELLO DRIVE AND JONES ROAD); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, it is anticipated that paving improvements to Amburn Road will consist of 5-inch reinforced concrete paving on 6-inch lime stabilized subgrade with curb and storm sewer system as well as replacing the storm sewer system; and,

WHEREAS, initiating the roadway design work now, puts the City in a position to utilize the County's Road Bond Funds once they become available; and

WHEREAS, Claunch & Miller, Inc., has submitted a proposal to provide engineering services for implementing the design, bidding, and installation of the improvements to seven (7) Lift Stations.

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

SECTION 1: That the City Commission hereby accepts the proposal by Claunch & Miller, Inc., to provide engineering and construction phase services for paving, drainage, water and sanitary sewer improvements along Amburn Road.

SECTION 2: That the Mayor is hereby authorized to enter into an Agreement with Claunch & Miller, Inc., to provide engineering and construction phase services for paving, drainage, water and sanitary sewer improvements along Amburn Road (between Monticello Drive and Jones Drive) in substantially the same form as attached as Exhibit "A".

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

PASSED AND ADOPTED this 19th day of March, 2008.

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

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney

Attachment – Claunch & Miller Professional Services Agreement-
Lift Station Improvements

Addition of T-Mobile Communication Equipment to Goddard Elevated Water Tower

CITY COMMISSION AGENDA 2

Date: 03/19/2008
Submitted By: Mike Hogan, Utilities
Submitted For: Mike Hogan
Department: Utilities
Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Consider approval of Resolution No. 08-??? allowing the installation of additional T-Mobile radio transmission and related equipment to the currently existing T-Mobile equipment on and around the Goddard Elevated Water Tank located at 2801 21st Street N.

BACKGROUND

City currently has an executed License agreement with T-Mobile for the existing equipment at the Goddard Elevated Water Tank site. This additional equipment will be covered in an addendum to the existing License agreement. T-Mobile and their contractor have assured the City that the proposed additional equipment will not impede the use of the Water Tank and that T-Mobile and/or its contractor will remove or modify such equipment as necessary to facilitate any future maintenance or operational requirements by City.

ANALYSIS

ALTERNATIVES CONSIDERED

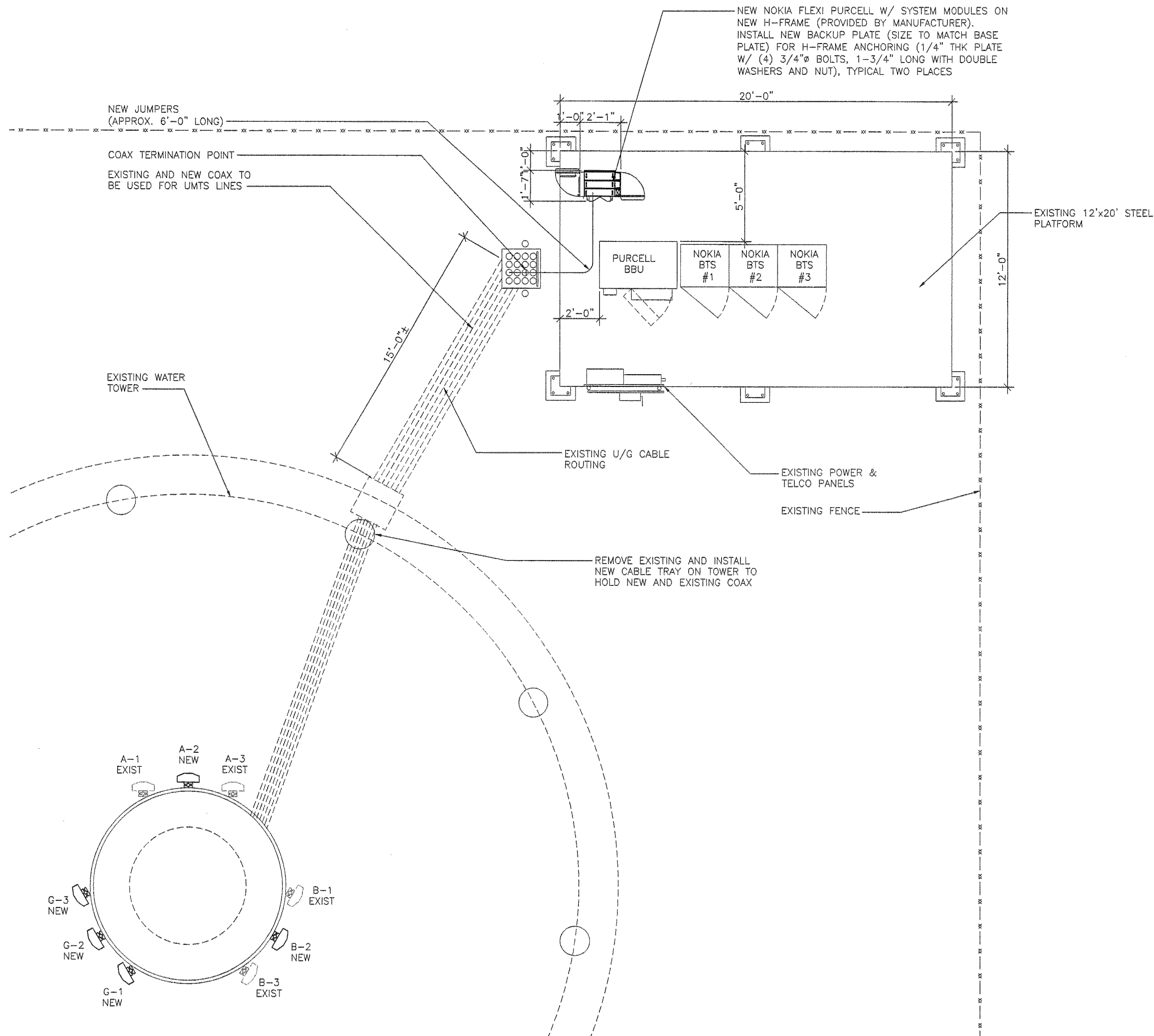
Fiscal Impact

Attachments

Link:
[T-Mobile](#)
[Drawings](#)
 Link: [Res](#)
[08-023](#)

File Info: M:\T-Mobile Cell\1-Houston UMTS Phase II\07-2102 A3D0099A\CDs\A3D0099A CDs.dwg Jan 16, 2008 - 5:16pm j.rushing

File Info: M:\T-Mobile Cell\1-Houston UMTS Phase I\07-2102 A3D0099A\CDs\A3D0099A CDs.dwg Jan 16, 2008 - 5:16pm jrushing



ENLARGED SITE PLAN

SCALE: 3/8"=1'-0"

1

Nokia Siemens
Networks

REVISIONS	DATE
A PRELIMINARY REVIEW	07/25/07
O ISSUED FOR CONSTRUCTION	08/31/07
1 REVISED FOR CONSTRUCTION	01/18/08

JRH
consulting group
Towne Crossing I
3819 Towne Crossing, Suite 203
Mesquite, TX 75150
Office: 972.385.8292 / Fax: 972.385.3451

T-Mobile
Get More From Life
T-MOBILE TEXAS LP
2 GREENWAY PLAZA
11TH FLOOR
HOUSTON, TX 77046

ENLARGED
SITE PLAN

TEXAS CITY
WATER TOWER
A3D0099A

2801 21ST. NORTH
TEXAS CITY, TX 77590

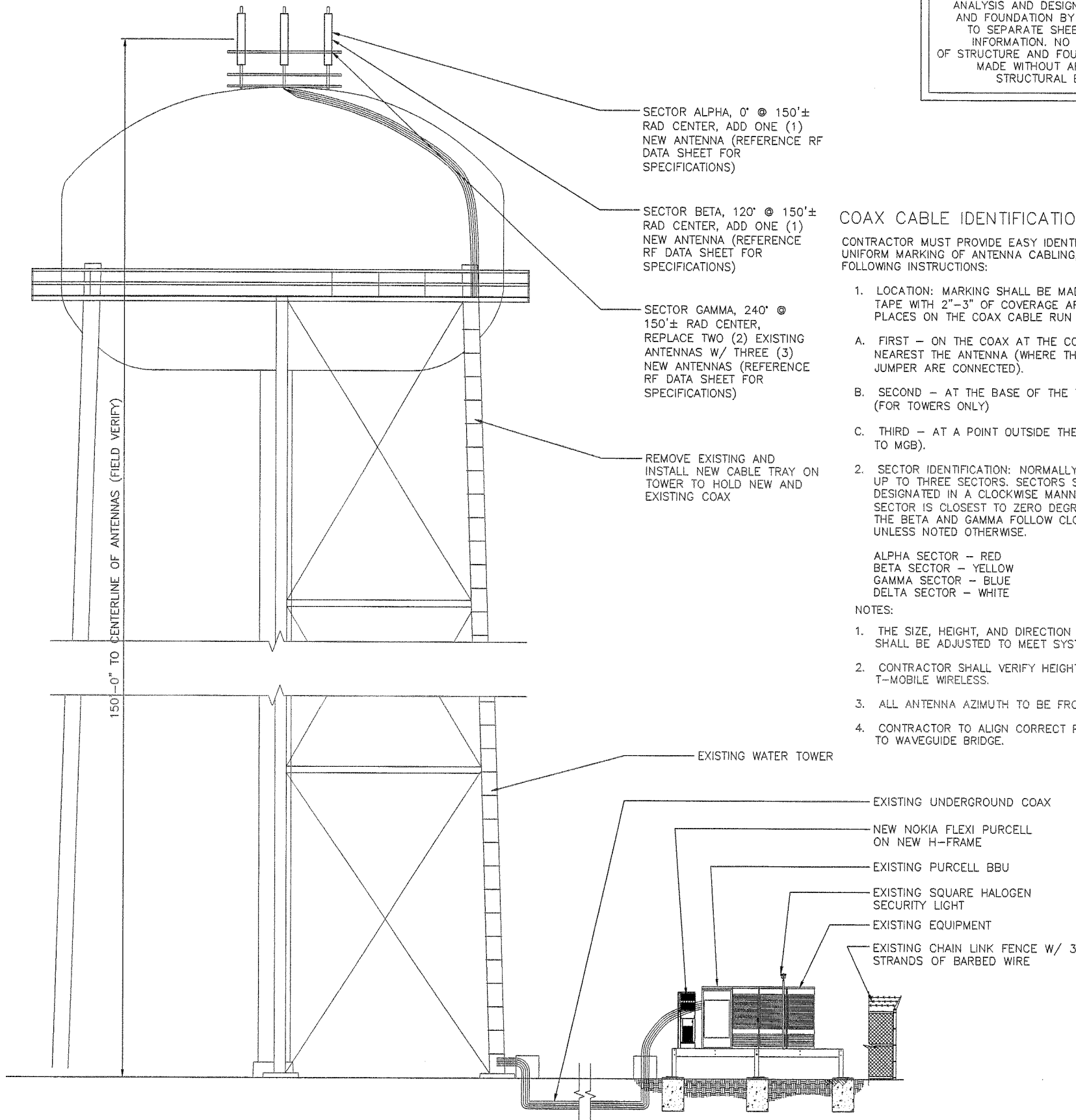
JRH PROJECT NO.: 07-2102

DRAWN BY:
GRC
CHECKED BY:
JWR
DATE
16 JANUARY 2008
PLOT SCALE
1:1
DRAWING NAME
A3D0099A-C1.dwg
SHEET No.

C-1



File Info: M:\T-Mobile Cell\1-Houston UMTS Phase II\07-2102 A3D0099A\CDs\A3D0099A CDs.dwg Jan 16, 2008 - 5:17pm Jushing



ANALYSIS AND DESIGN OF STRUCTURE AND FOUNDATION BY OTHERS. REFER TO SEPARATE SHEETS FOR MORE INFORMATION. NO MODIFICATION OF STRUCTURE AND FOUNDATION SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER

COAX CABLE IDENTIFICATION

CONTRACTOR MUST PROVIDE EASY IDENTIFICATION AND UNIFORM MARKING OF ANTENNA CABLING, PER THE FOLLOWING INSTRUCTIONS:

- LOCATION: MARKING SHALL BE MADE USING COLOR TAPE WITH 2"-3" OF COVERAGE AFFIXED AT THREE PLACES ON THE COAX CABLE RUN AS FOLLOWS:
 - FIRST - ON THE COAX AT THE CONNECTOR NEAREST THE ANTENNA (WHERE THE COAX AND JUMPER ARE CONNECTED).
 - SECOND - AT THE BASE OF THE TOWER STRUCTURE. (FOR TOWERS ONLY)
 - THIRD - AT A POINT OUTSIDE THE BTS. (JUST PRIOR TO MGB).
- SECTOR IDENTIFICATION: NORMALLY A SITE WILL HAVE UP TO THREE SECTORS. SECTORS SHALL BE DESIGNATED IN A CLOCKWISE MANNER. THE ALPHA SECTOR IS CLOSEST TO ZERO DEGREES (NORTH) THE BETA AND GAMMA FOLLOW CLOCKWISE IN SEQUENCE UNLESS NOTED OTHERWISE.

ALPHA SECTOR - RED
BETA SECTOR - YELLOW
GAMMA SECTOR - BLUE
DELTA SECTOR - WHITE

NOTES:

- THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.
- CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH T-MOBILE WIRELESS.
- ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH.
- CONTRACTOR TO ALIGN CORRECT PORT HOLE TO TOWER TO WAVEGUIDE BRIDGE.

RF NOTES:

- ACTUAL LENGTHS SHALL BE DETERMINED PER SITE CONDITION BY SUBCONTRACTOR.
- THE DESIGN IS BASED ON RF DATA SHEETS, SIGNED AND APPROVED.
- RADIO SIGNAL CABLE AND RACEWAY SHALL COMPLY WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC, NFPA 70), CHAPTER 8.
- ALL SPECIFIED MATERIAL FOR EACH LOCATION (E.G., OUTDOORS, INDOORS-OCCUPIED, INDOORS-UNOCCUPIED, PLENUMS, RISER SHAFTS, ETC.) SHALL BE APPROVED, LISTED, OR LABELED AS REQUIRED BY THE NEC.
- RADIO SIGNAL CABLE SHALL BE SUPPORTED AT MINIMUM OF EVERY THREE (3) FEET EXCEPT INSIDE WATER TOWERS OR LATTICE TOWERS WHERE CABLE AND CONNECTOR MANUFACTURERS SUPPORT RECOMMENDATIONS SHALL BE FOLLOWED. MANUFACTURER RECOMMENDED CABLE SUPPORT ACCESSORIES SHALL BE USED.
- THE OUTDOOR CABLE SUPPORT SYSTEM SHALL BE PROVIDED TO MATCH EXISTING TO SUPPORT AND PROTECT ANTENNA CABLE RUNS.

7. DRIP LOOPS SHALL BE REQUIRED ON ALL OUTSIDE CABLES. CABLES SHALL BE SLOPED AWAY FROM THE BUILDING OR OUTDOOR BTS CABINETS TO PREVENT WATER FROM ENTERING THROUGH THE COAXIAL CABLE PORT.

8. SEE SEPARATE EUPEN DOCUMENTATION FOR SPECIFICATION, CONNECTION AND WEATHERPROOFING.

9. IF OTHER THAN EUPEN, 7/16 DIN CONNECTORS REQUIRE NO ADDITIONAL WEATHERPROOFING IN INDOOR APPLICATIONS IF INSTALLED AND TORQUED PROPERLY. IN OUTDOOR APPLICATIONS WEATHERPROOFING IS REQUIRED AND THE FOLLOWING PROCEDURE SHOULD BE FOLLOWED:
APPLY A "COURTESY" WRAP OF ONE LAYER OF 7MIL THICK VINYL ELECTRICAL TAPE EXTENDING APPROXIMATELY ONE (1) INCH ON EACH SIDE OF THE COAX CABLE/ CONNECTOR JUNCTURE.

USING WEATHERPROOFING KIT APPROVED BY CABLE MANUFACTURER AND CONTRACTOR. START TAPE APPROXIMATELY 5 INCHES FROM THE CONNECTOR AND WRAP 2 INCHES TOWARD THE CONNECTOR, THEN REVERSE THE TAPE SO THAT THE STICKY SIDE IS UP. TAPE OVER THE CONNECTOR OR SURGE ARRESTOR UNTIL THREE (3) TO FOUR (4) INCHES BEYOND THE CONNECTOR AND REVERSE AGAIN WITH THE STICKY SIDE DOWN FOR ANOTHER INCH OR TWO. ADD THE BUTYL RUBBER AND FINISH WITH A FINAL LAYER OF TAPE.

10. ANTENNAS SHALL BE PAINTED, WHEN REQUIRED, BY THE LANDLORD OR AUTHORITY HAVING JURISDICTION IN ACCORDANCE WITH ANTENNA MANUFACTURERS' SURFACE PREPARATION AND PAINTING REQUIREMENTS.

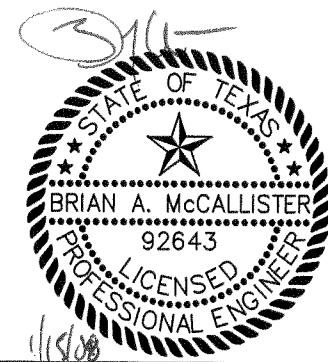
11. CABLE SHIELDS, AND TOWER CONDUITS SHALL BE GROUNDED AT THE TRIPOD ABOUT 6 INCHES BEFORE THE TURN TOWARD THE FACILITY.

12. APPROVED GROUNDING KITS, WHICH INCLUDE GROUNDING STRAPS, SHALL BE USED TO GROUND THE COAXIAL CABLE SHIELDS, AND CONDUITS. THE GROUND CONDUCTORS FOR THE KITS AT THE TOP OF THE TOWER, AND IN THE MIDDLE SECTION OF THE TOWER, ARE BONDED DIRECTLY TO TOWER STEEL USING EXOTHERMIC, BOLTED, OR APPROVED CLAMP CONNECTIONS.

13. ALL RADIO SIGNAL CABLE SHALL BE LABELED PER MARKET REQUIREMENTS.

14. MHA/TMA'S TO BE INSTALLED AT TRIPOD, SHALL BE SUPPLIED TO THE SUBCONTRACTOR (WHERE REQUIRED) AND INSTALLED BY SUBCONTRACTOR.

15. ANTENNA FEED LINE SYSTEM SWEEP TESTING SHALL BE PERFORMED AND REPORTED IN ACCORDANCE WITH NOKIA-T-MOBILE REQUIREMENTS. A RADIO SIGNAL CABLE INSTALLATION WITH UNSATISFACTORY SWEEP TEST RESULT WILL NOT BE ACCEPTED.



Nokia Siemens
Networks

REVISIONS	DATE
A PRELIMINARY REVIEW	07/25/07
B ISSUED FOR CONSTRUCTION	08/31/07
C REVISED FOR CONSTRUCTION	01/18/08

JRH
consulting group
Towne Crossing I
3819 Towne Crossing, Suite 203
Mesquite, TX 75150
Office: 972.385.8292 / Fax: 972.385.3451

T-Mobile
Get More From Life
T-MOBILE TEXAS LP
2 GREENWAY PLAZA
11TH FLOOR
HOUSTON, TX 77046

ELEVATION & RF NOTES

TEXAS CITY
WATER TOWER
A3D0099A
2801 21ST. NORTH
TEXAS CITY, TX 77590

JRH PROJECT NO.: 07-2102

DRAWN BY:	GRC
CHECKED BY:	JWR
DATE	16 JANUARY 2008
PLOT SCALE	1:1
DRAWING NAME	A3D0099A-C2.dwg
SHEET No.	

C-2

ELEVATION

SCALE: N.T.S.

1

File Info: M:\T-Mobile Cell\1-Houston UMTS Phase II\07-2102 A3D0099A\CDs\A3D0099A CDs.dwg Jan 16, 2008 - 5:17pm jwathing

T-Mobile RF Configuration Data Sheet Option - 1:
3 X 1 Dual port antenna

UMTS Phase:2

Site ID

A3D0099A

Date: 5/31/07

Site Type

Collocation

Address: 2801 21st. N Texas City Tx. 77590

Longitude:-94.92553

Latitude:29.41154

Existing Equipment

Alpha

Beta

Gamma

Existing Antenna Type

Unknown

Unknown

Unknown

Number of existing Antennas

2

2

2

Existing Antenna Center line (ft.)

150

150

150

Existing Antenna Azimuth (true)

0

120

240

Existing Mechanical Tilt (1900)

1

1

1

Existing Electrical Tilt (1900)

0

0

0

Existing Number of Feeders attached to ant

6

6

6

Existing Feeder Diameter

1 5/8"

1 5/8"

1 5/8"

Existing Feeder Length (ft.)

240

240

240

Radio forecast for June 2008

4

7

10

Current Radio Count from Survey

3

7

8

Number of existing TMA (GSM)

2

2

2

Changes to Current Antenna to accommodate UMTS

Replacement Antenna Type

RFS-APX17DWV-quad 1.8

Replacement Antenna Dimensions (L,W,D)

73 x 13 x 3.15

New Antenna Vendor

RFS

Number of Antennas to be replaced

2

Replacement Antenna Mechanical Tilt 17/21

NA

Replacement Antenna Electrical Tilt 17/21

NA

Replacement Antenna Mechanical Tilt 1900

1

Replacement Antenna Electrical Tilt 1900

0

New Antenna Center line (ft.) -17/21

150

New Azimuth 17/21

240

Additional UMTS Antenna

New Antenna Type

RFS-APXV18-dual 1.8

RFS-APXV18-dual 1.8

RFS-APXV18-dual 1.8

New Antenna Dimensions (inches) (L,W,D)

72 x 6.8 x 3.15

72 x 6.8 x 3.15

72 x 6.8 x 3.15

New Antenna Vendor

RFS

RFS

RFS

Number of New Antennas

1

1

1

New Mechanical Tilt

0

0

0

New Electrical Tilt 17/21

TBD

TBD

TBD

New Electrical Tilt 1900

NA

NA

NA

New Antenna Center line (ft.) 17/21

150

150

150

New Azimuth 17/21

0

120

240

New Antenna Hardware Configuration for GSM & UMTS

Total Number of Feeders

6

6

8

Spare Feeders to be used for UMTS

2

2

0

Number of new Feeders

0

0

2

New Feeder Diameter

NA

NA

1 5/8"

New Feeder Length (ft.)

NA

NA

240

Jumper Vendor/Type

TBD

TBD

TBD

Number of new Jumpers Top (antenna)

8

8

8

Number of new Jumpers Bottom (BS)

2

2

2

TMA Vendor/Type

RFS Style 2 GSM/ AWS

RFS Style 2 GSM/ AWS

RFS Style 2 GSM/ AWS

Number of New TMA

2

2

2

New Diplexer Vendor/Type

NA

NA

NA

Number of New Diplexer

NA

NA

NA

Total Number of RET

1

1

5

Combiner/Splitter Vendor

NA

NA

NA

Combiner/Splitter Type

NA

NA

NA

Alpha:

Add one (1) AWS dual port antenna.
Use existing two (2) 1-5/8" andrew spare feeder lines
Replace TMAs with two (2) RFS Style 2 GSM/AWS TMAs

Beta:

Add one (1) AWS dual port antenna.
Use existing two (2) 1-5/8" andrew spare feeder lines
Replace TMAs with two (2) RFS Style 2 GSM/AWS TMAs

Gamma:

Replace all existing antennas with one (1) AWS dual port antenna and two (2) AWS quad port antenna.
Replace one (1) existing 1-5/8" Andrew feeder with one (1) 1-5/8" Eupen feeder and add one (1) new 1-5/8 Eupen feeder.
Replace TMAs with two (2) RFS Style 2 GSM/AWS TMAs

Axxius location: Existing Purcell
ACU Location: New Flexi Purcell
System Modules: New Flexi Purcell

Technical Data Sheet APXV18-206517S-C-ACU (Cont.)
Optimizer® Panel Dual Polarized Antenna equipped with ACU motor



Features/Benefits

• Variable electrical downtilt - provides enhanced precision in controlling intercell interference. The tilt is infield adjustable 0-10 deg.
• High Suppression of all Upper Sidelobes (Typically <-20dB).
• Gain difference between UL and DL <1dB.
• Azimuth horizontal beamwidth difference <10deg between UL and DL (1710-1755 & 2110-2155).
• Dual polarization; Broadband design.
• Low profile for low visual impact.

Technical Features

Frequency Band

3G/UMTS

Horizontal Pattern

Directional

Antenna Type

Panel Dual Polarized

Electrical Down Tilt Option

Variable

Gain, dBi (dBd)

18.8 (16.7) Avg. across band

Frequency Range, MHz

1710-2170

Connector Type

(2) 7-16 DIN Female

Connector Location

Bottom

Mount Type

Downtilt

Electrical Downtilt, deg

0-10

Horizontal Beamwidth, deg

65 ±5 (65.1 average across band)

Mounting Hardware

APM40-2

Rated Wind Speed, km/h (mph)

160 (100)

VSWR

< 1.5:1

Vertical Beamwidth, deg

4.5 to 5.5

Upper Sidelobe Suppression, dB

>18 (Typically >20)

Polarization

Dual pol +/-45°

Front-To-Back Ratio, dB

> 30

Maximum Power Input, W

300

Isolation between Ports, dB

> 30

Lightning protection

Direct Ground

3rd Order IMP @ 2 x 43 dBm, dBc

> 150 (155 Typical)

7th Order IMP @ 2x46 dBm, dBc

> 170

Overall Length, m (ft)

1.85 (6.06)

Dimensions - HxWxD, mm (in)

1850 x 175 x 80 (72.0 x 6.8 x 3.15)

RFS The Clear Choice™

APXV18-206517S-C-ACU

Print Date: 11.03.2006

Please visit us on the internet at <http://www.rfsworld.com>

Radio Frequency Systems

All information contained in the present document is subject to confirmation at time of ordering.

Technical Data Sheet APX17DWV-17DWV-S-E-ACU (Cont.)
Optimizer® Panel Dual Polarized Antenna equipped with (2) ACU motors



Frequency Range, MHz

1710-2170

Connector Type

(4) 7-16 DIN Female

Connector Location

Bottom

Mount Type

Downtilt

Electrical Downtilt, deg

0-10 , 0-10

Horizontal Beamwidth, deg

65 ±5 (64.8 average across band)

Mounting Hardware

APM40-2

Rated Wind Speed, km/h (mph)

160 (100)

VSWR

< 1.5:1

Vertical Beamwidth, deg

4.4 to 5.6

Upper Sidelobe Suppression, dB

>18 (Typically >20)

Polarization

Dual pol +/-45°

Front-To-Back Ratio, dB

> 30

Maximum Power Input, W

300

Isolation between Ports, dB

> 30

Lightning protection

Direct Ground

3rd Order IMP @ 2 x 43 dBm, dBc

> 150 (155 Typical)

7th Order IMP @ 2x38 dBm, dBc

> 170

Overall Length, m (ft)

1.85 (6.0)

Dimensions - HxWxD, mm (in)

1850 x 330 x 80 (73 x 13 x 3.15)

Radiating Element Material

Brass

Radome Material

Fiberglass

Reflector Material

Aluminum

Max Wind Loading Area, m² (ft²)

0.64 (6.6)

Survival Wind Speed, km/h (mph)

200 (125)

Maximum Thrust @ Rated Wind, N (lbf)

787 (177)

Front Thrust @ Rated Wind, N (lbf)

787 (177)

Shipping Weight, kg (lb)

23.8 (52)

Packing Dimensions, HxWxD, mm (in)

2021 x 420 x 210 (61 x 16.5 x 8.3)

Packing Dimensions - HxWxD, m (ft)

2.0 x .42 x .21 (6.08 x 1.37 x 0.69)

Isolation Between Bands, dB

> 30

Weight w/o Mtg Hardware, kg (lb)

18.0 (39.6)

Weight w/ Mtg Hardware, kg (lb)

20.8 (45.7)

Note

This data is provisional and subject to change.

RFS The Clear Choice™

APX17DWV-17DWV-S-E-ACU

Print Date: 11.03.2006

Please visit us on the internet at <http://www.rfsworld.com>

Radio Frequency Systems

All information contained in the present document is subject to confirmation at time of ordering.

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DATE

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07/25/07

ISSUED FOR CONSTRUCTION

08/31/07

REVISED FOR CONSTRUCTION

01/18/08

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RF DATA SHEET
& ANTENNA
DETAILS

TEXAS CITY
WATER TOWER
A3D0099A
2801 21ST. NORTH
TEXAS CITY, TX 77590

JRH PROJECT NO.: 07-2102

DRAWN BY:
GRC

CHECKED BY:
JWR

DATE
16 JANUARY 2008

PLOT SCALE
1:1

DRAWING NAME
A3D0099A-C3.dwg

SHEET No.

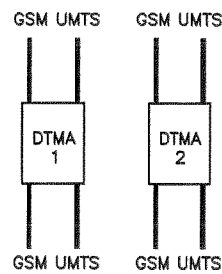
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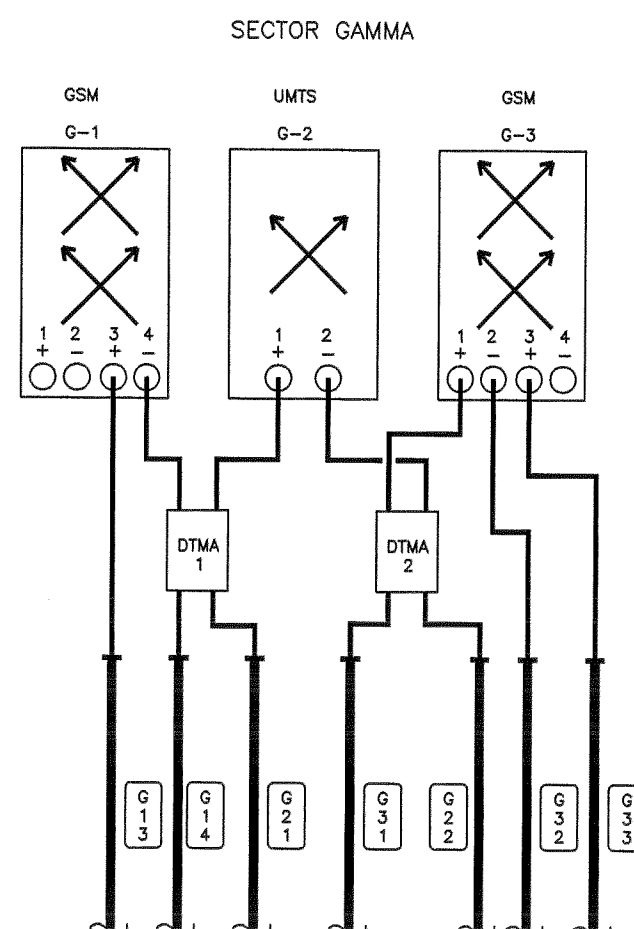
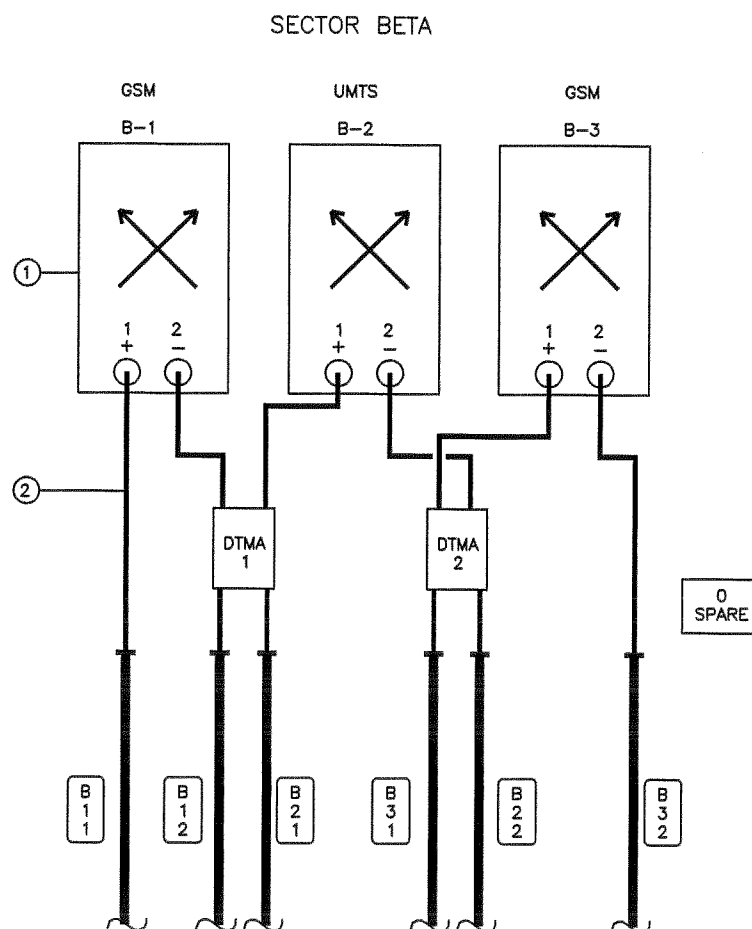
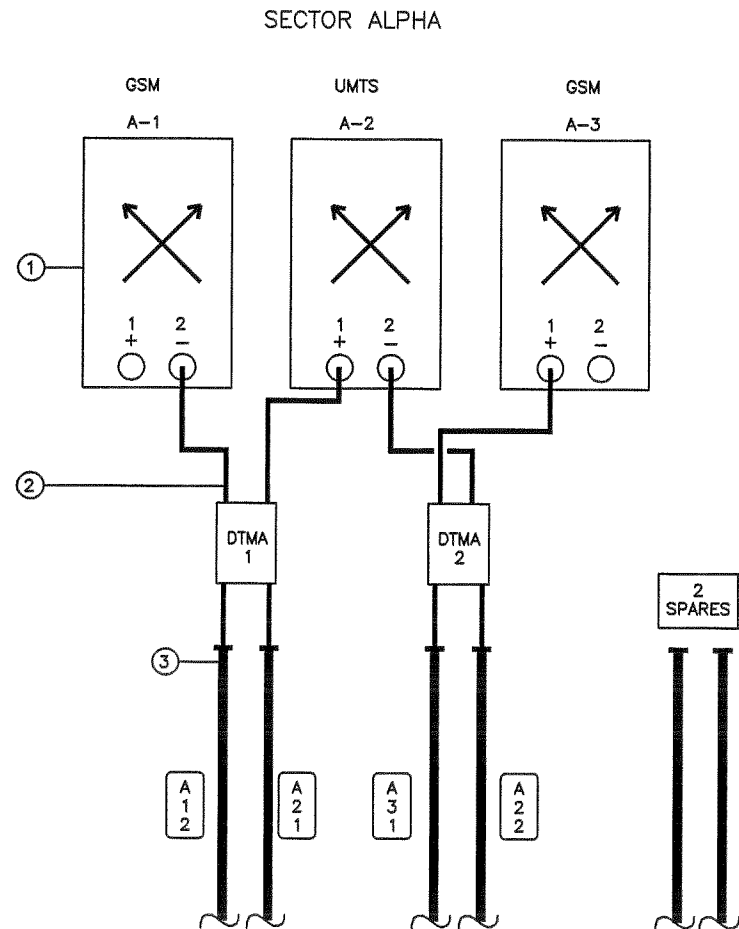
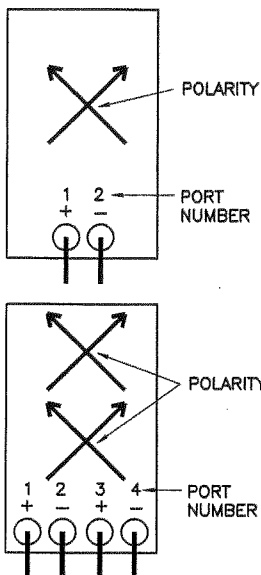
LEGEND

- ① ANTENNA
- ② TOP JUMPER
- ③ COAX
- ④ BOTTOM JUMPER



- A ← SECTOR
- 1 ← ANTENNA NUMBER
- 2 ← PORT

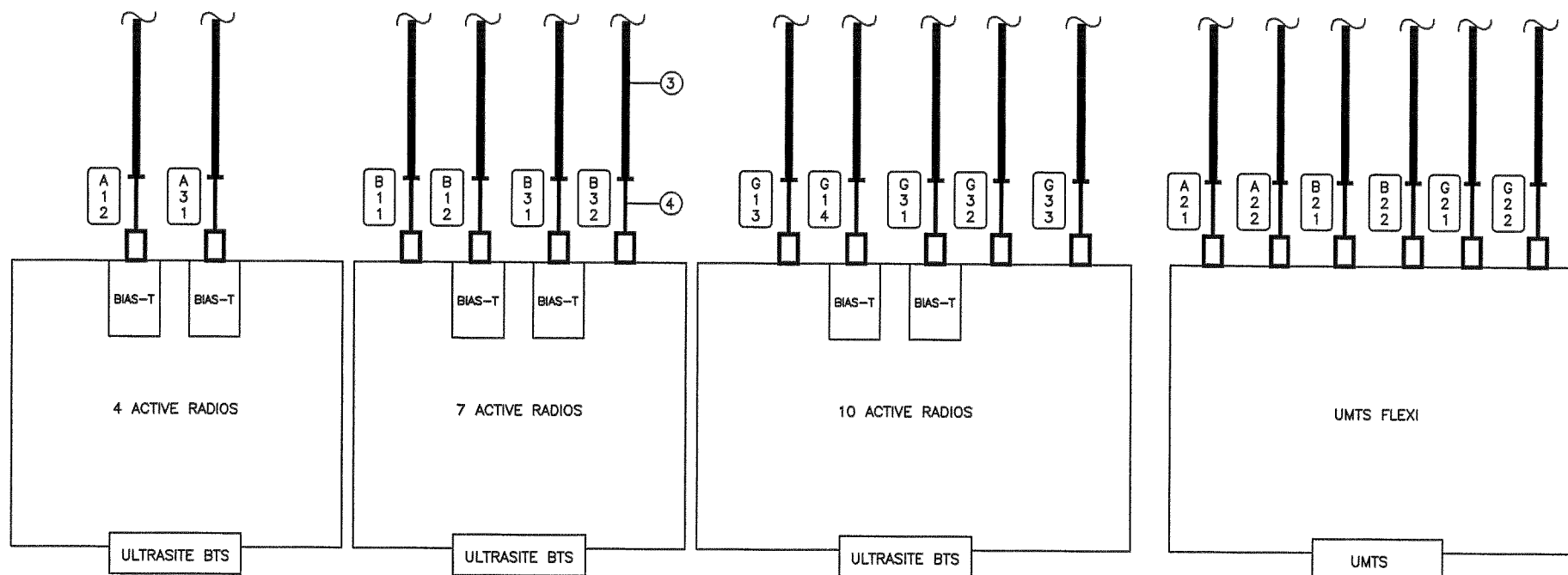
- GSM ← ANTENNA BAND TYPE
- A-1 ← ANTENNA NUMBERING



LOCATION OF UMTS ANTENNAS IS SCHEMATIC ONLY
SEE SHEET C-1 FOR SITE SPECIFIC LOCATION
ANTENNAS ARE BEING VIEWED FROM THE BACK

EUPEN RF CONNECTIONS DO NOT REQUIRE
WEATHERPROOFING IF USED AND INSTALLED PER
EUPEN INSTALLATION REQUIREMENTS.

REPLACE (1) ANDREW FEEDER W/ (1) EUPEN FEEDER
AND ADD (1) NEW EUPEN FEEDER



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RF PLUMBING
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2801 21ST. NORTH
TEXAS CITY, TX 77590

JRH PROJECT NO.: 07-2102



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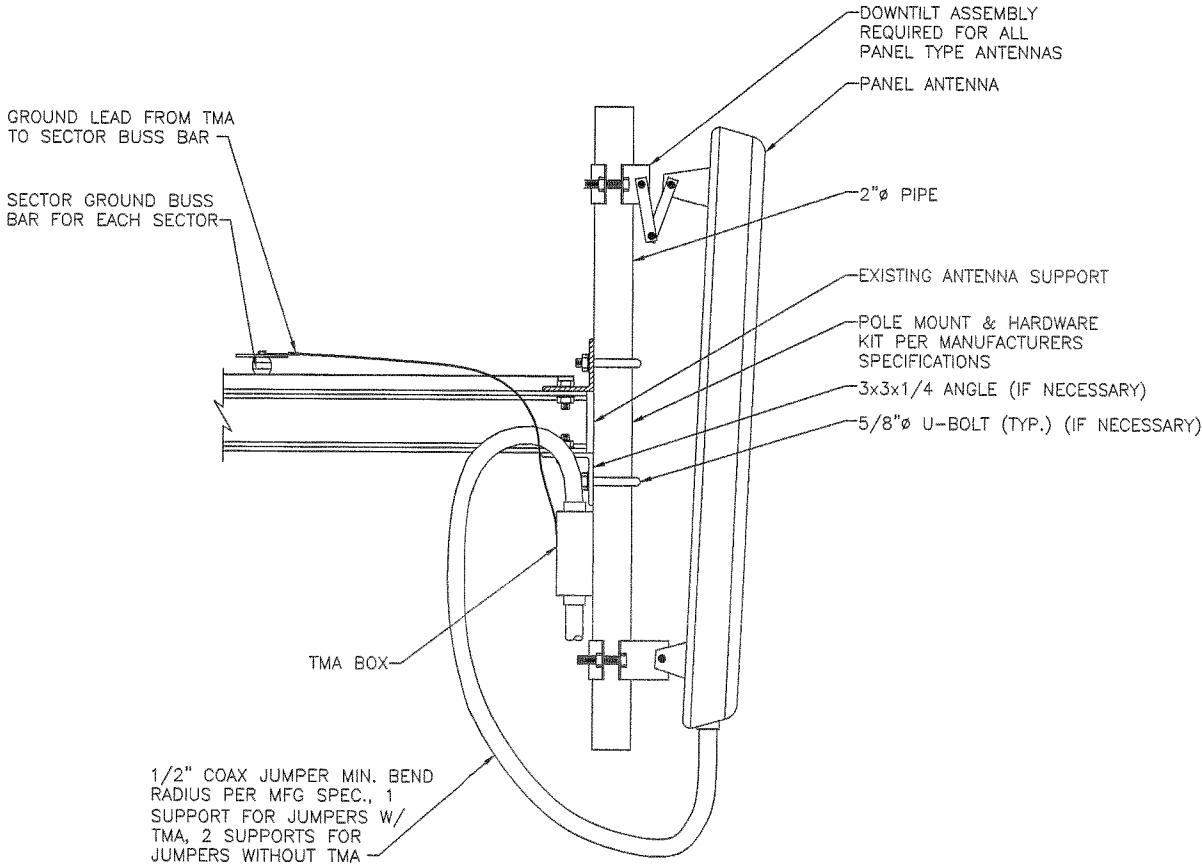
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2

TYPICAL ANTENNA DETAIL

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1



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WATER TOWER
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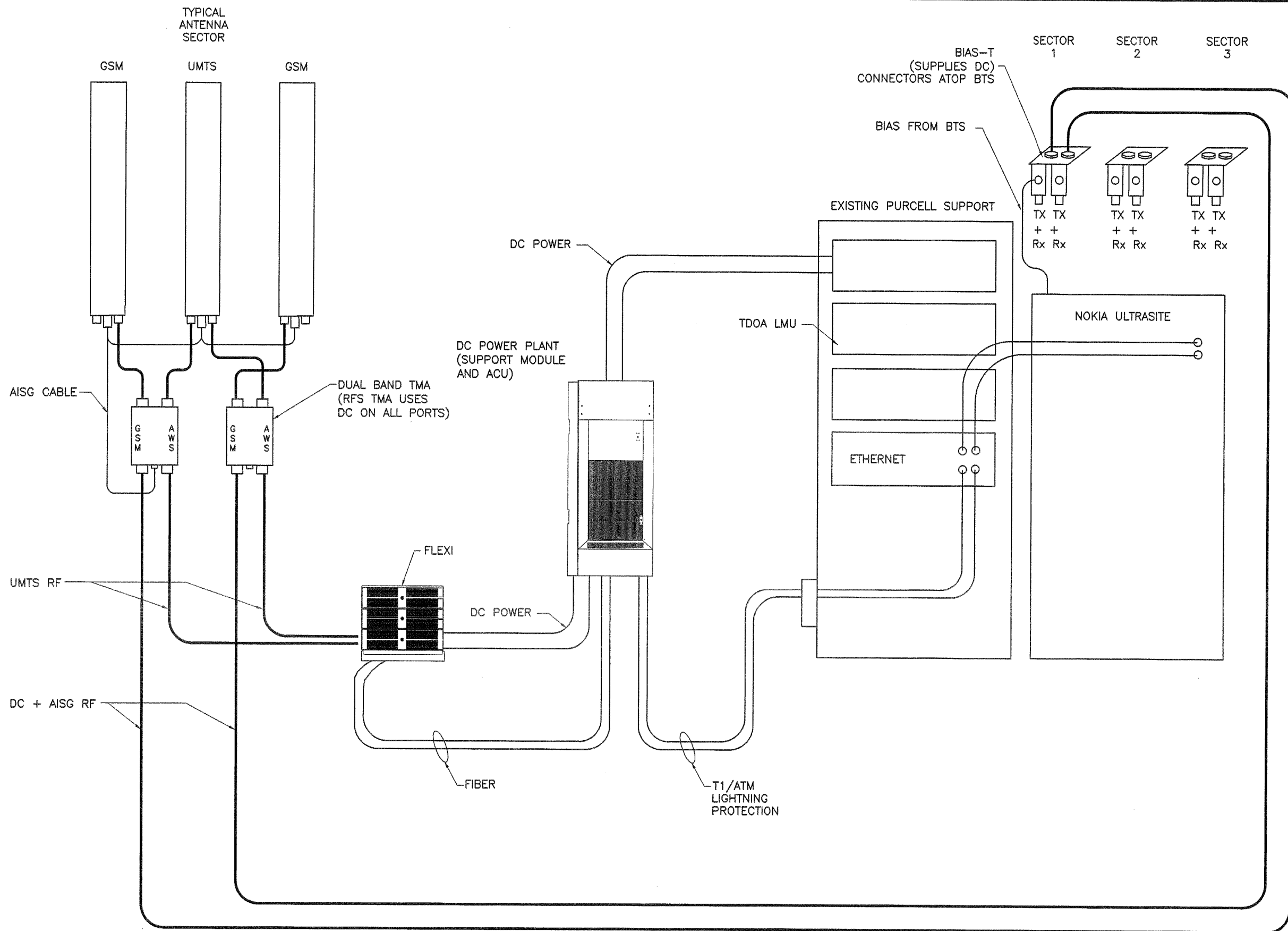
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GENERAL EQUIPMENT CONFIGURATION

TEXAS CITY
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2801 21ST. NORTH
TEXAS CITY, TX 77590

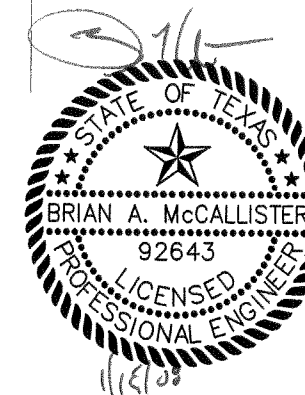
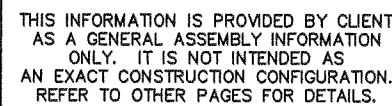
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C-6



C-7



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ELECTRICAL NOTES

- ALL WORK IS TO COMPLY WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC), NATIONAL ELECTRIC CODE (N.E.C.) AND ANY LOCAL ORDINANCES, CODES, AND ALL OTHER ADMINISTRATIVE AUTHORITIES HAVING JURISDICTION. THE CONTRACTOR SHALL FURNISH AND PAY FOR ALL PERMITS AND RELATED FEES.
- ALL EQUIPMENT AND MATERIAL FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE UNDERWRITERS LABORATORIES (U.L.) LISTED, NEW, FREE FROM DEFECTS, AND SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE BY OWNER OR HIS REPRESENTATIVE. SHOULD ANY TROUBLE DEVELOP DURING THIS PERIOD DUE TO FAULTY WORKMANSHIP, MATERIAL OR EQUIPMENT, THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS AND LABOR TO CORRECT THE TROUBLE WITHOUT COST TO THE OWNER.
- ALL WORK SHALL BE EXECUTED IN A WORKMAN-LIKE MANNER AND SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED. CONTRACTOR SHOULD AVOID DAMAGE TO EXISTING UTILITIES WHEREVER POSSIBLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING RELATED TO ELECTRICAL WORK, AND SHALL RESTORE ALL EXISTING LANDSCAPING, SPRINKLER SYSTEMS, CONDUITS, WIRING, PIPING, ETC. DAMAGED BY THE ELECTRICAL WORK TO MATCH EXISTING CONDITIONS.
- ELECTRICAL WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE ELECTRICAL POWER AND LIGHTING SYSTEMS, TELEPHONE AND COMMUNICATION SYSTEMS, PANEL BOARDS, CONDUIT, CONTROL WIRING, GROUNDING, ETC. AS INDICATED ON ELECTRICAL DRAWINGS AND/OR AS REQUIRED BY GOVERNING CODES.
- PRIOR TO INSTALLING ANY ELECTRICAL WORK, THE CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY EXISTING SITE LOCATIONS AND CONDITIONS AND UTILITY SERVICE REQUIREMENTS OF THE JOB, AND BY REFERENCE TO ENGINEERING AND EQUIPMENT SUPPLIERS DRAWINGS. SHOULD THERE BE ANY QUESTION OR PROBLEM CONCERNING THE NECESSARY PROVISIONS TO BE MADE, PROPER DIRECTIONS SHALL BE OBTAINED BEFORE PROCEEDING WITH ANY WORK.
- PROVIDE POWER AND TELEPHONE TO SERVICE POINTS PER UTILITY COMPANY REQUIREMENTS. CONTRACTOR SHALL CONTACT UTILITY SERVICE PLANNERS AND OBTAIN ALL SERVICE REQUIREMENTS AND INCLUDE COSTS FOR SUCH IN THEIR BID.
- SERVICE EQUIPMENT SHALL HAVE A SHORT CIRCUIT WITHSTAND RATING EQUAL TO OR EXCEEDING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SUPPLY TERMINAL ON THE UTILITY TRANSFORMER SECONDARY, THE INSULATION SHALL BE FREE FROM ANY SHORT CIRCUITS AND GROUNDS.
- ALL WIRES SHALL BE STRANDED COPPER WITH THHN/THWN AND 600 VOLTS INSULATION. ALL GROUND CONDUCTORS TO BE PROPERLY SIZED COPPER. (STRANDED OR SOLID).
- IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN ITEMS SHOWN ON THE PLANS AND/OR SPECIFICATIONS, THE NOTE, SPECIFICATION OR CODE WHICH PRESCRIBES AND ESTABLISHES THE HIGHEST STANDARD OF PERFORMANCE SHALL PREVAIL.
- SERVICE CONDUITS SHALL HAVE NO MORE THAN (2) -90° BENDS IN ANY SINGLE RUN. THE CONTRACTOR SHALL PROVIDE PULL BOXES AS NEEDED WHERE CONDUIT REQUIREMENTS EXCEED THESE CONDITIONS. PULL WIRES AND CAPS SHALL BE PROVIDED AT ALL SPARE CONDUITS FOR FUTURE USE.
- ALL ELECTRICAL EQUIPMENT SHALL BE ANCHORED TO WITHSTAND 100 M.P.H. WIND SPEED AND DESIGNED FOR OUTDOOR EXPOSURE.
- ALL COAX, POWER AND TELEPHONE SYSTEM CONDUITS SHALL HAVE A MINIMUM 24" SCH. 80 PVC RADIUS SWEEPS TO EQUIPMENT, PULLBOXES, WATER TOWER, ETC., UNLESS OTHERWISE NOTED, OR AS REQUIRED BY UTILITY COMPANIES.
- FUSE TYPE SHALL BE BUSSMAN RKI LOW PEAK FUSE (LPU-RK-100).
- UPON COMPLETION OF THE JOB, THE CONTRACTOR SHALL FURNISH AS-BUILT DRAWINGS TO THE OWNER.
- CONTRACTOR TO COLOR PHASE CONDUCTORS BLACK (B PHASE), RED (A PHASE), WHITE (NEUTRAL), AND GREEN (GROUND).
- CONTRACTOR TO PROVIDE GUTTER TAP.

17. GENERAL GROUNDING CRITERIA – ROOFTOP INSTALLATIONS:

1ST STEP: GROUND TO EXISTING BUILDING STRUCTURAL STEEL AND TO THE EXISTING COLD WATER LINE. (WHERE APPLICABLE) THEN TEST GROUNDING RESISTANCE TO WITHIN 1 TO 5 OHMS OVERALL GROUND RESISTANCE. WHERE THE EFFECTIVE RESISTANCE DOES NOT MEET THIS CRITERIA, PROVIDE SUPPLEMENTAL GROUNDING AND RE-TEST UNTIL GROUND RESISTANCE FALLS BELOW THIS LEVEL.
SUPPLEMENTAL GROUND MAY CONSIST OF ONE OR MORE OF THE FOLLOWING:
1) COUNTERPOISE
2) UFER GROUND
3) GROUND ROD AND/OR GROUND WELL IN EXTREMELY ADVERSE SOIL CONDITIONS.

WHERE THE EXISTING BUILDING STEEL DOES NOT PROVIDE AN EFFECTIVE GROUND RESISTANCE, THEN THE CONTRACTOR SHALL PROVIDE A SEPARATE GROUND CONDUCTOR FROM ROOF MOUNTED BTS EQUIPMENT LOCATIONS EITHER DOWN THROUGH THE INSIDE OF THE BUILDING OR DOWN THE OUTSIDE OF THE BUILDING, DEPENDING UPON OWNER PREFERENCE. WHERE THE GROUND CONDUCTOR FROM THE ROOF MOUNTED EQUIPMENT IS ROUTED IN CONDUIT, THE CONDUIT SHALL BE EFFECTIVELY GROUNDED TO THE GROUND CONDUCTOR AT BOTH ENDS OF THE CONDUIT.

18. GENERAL GROUNDING CRITERIA – WATER TOWER INSTALLATIONS:

FOR INSTALLATIONS WHERE WOODEN STRUCTURES, TOWERS, CONCRETE SILOS, ETC. ARE ENCOUNTERED A SEPARATE DOWNLEAD SHALL BE PROVIDED FROM THE 3 ANTENNAS SEPARATED BY A MINIMUM OF 12 INCHES FROM THE COAXIAL CABLES. THE GROUND CONDUCTOR SHALL BE SECURELY FASTENED TO THE EXTERIOR OF OUTSIDE STRUCTURES WITH NONMETALLIC GROUND STRAPS EVERY 10 FEET. AGAIN, AS FOR TENANT IMPROVEMENT PROJECTS, TEST THE GROUND RESISTANCE FOR WATER TOWER INSTALLATIONS AND PROCEED PER THE ABOVE STEPS.

19. ADDITIONAL GROUNDING CRITERIA:

- ALL FASTENERS STAINLESS STEEL, FOR INDOOR ONLY USE ZINC FASTENERS.
- LOCATE MAINLINE GROUNDS 12-18 INCHES BEHIND CONNECTORS.
- USE GROUND JUMPERS BETWEEN GRIPSTRUT SPLICES AND (1) JUMPER FROM GRIP STRUT TO ICE BRIDGE BRIDGE POST NEAREST BTS CABINET.
- APPLY A THIN COATING OF ANTI-OXIDANT COMPOUND TO THE INSIDE OF THE BARREL AND TO THE STRIPPED CONDUCTOR PRIOR TO PLACEMENT IN THE BARREL OF THE COMPRESSION LUG.
- INSTALL, CLEAR HEAT SHRINKABLE INSULATOR SO IT COVERS APPROX. 2 INCHES OF THE CABLE INSULATOR AND APPROX. 1/4 INCH OF THE LUG'S BARREL.
- LUGS MAY BE INSTALLED ON BOTH SIDES OF THE BUS BAR AT THE SAME POSITION WHERE NECESSARY BUT MAY NOT BE INSTALLED ON THE SAME SIDE OF THE BUS BAR AND IN THE SAME POSITION.
- SLACK FOR STRESS RELIEF OF APPROXIMATELY 3 INCHES SHALL BE PROVIDED ON ALL GROUNDING CABLES. MAXIMUM BEND RADIUS OF 12 INCHES FOR ALL CABLES.
- SURGE ARRESTORS INSTALLED SEE DETAIL 4/E-4.
- USE PVC SCH. 80 UNDER ROADWAYS AND ACCESS, ALSO UP SERVICE POLE RISERS.

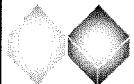
TRANSIENT VOLTAGE SURGE SUPPRESSION (TVSS)

- RF TVSS DEVICES SHALL BE INSTALLED IN ALL NEW ANTENNA & NEW COAXIAL INSTALLATION OR REPLACEMENTS.
- AC TVSS DEVICES FOR AC POWER SHALL BE INSTALLED FOR ALL NEW AC PANEL INSTALLATION OR REPLACEMENTS
- THE AC TVSS SHALL BE COMMON MODE TYPE, MINIMUM RATED 120KA SURGE CURRENT, AND HAVE MONITORING LIGHTS WITH FORM C ALARM CONTACTS. THE AC TVSS SHALL BE INNOVATIVE TECHNOLOGIES PTX120 OR OWNER APPROVED EQUAL. THE TVSS SHALL BE CONNECTED TO THE AC SYSTEM THROUGH A CIRCUIT BREAKER IN THE AC PANELBOARD AND SHALL BE MOUNTED INTEGRAL WITH THE PANELBOARD OR DIRECTLY ADJACENT
- T1 TVSS DEVICES SHALL BE INSTALLED IN ALL NEW T1 INSTALLATIONS (AC DATA MODEL # TJ1010B) (OR APPROVED EQUAL
- THE SUBCONTRACTOR SHALL INSPECT THE EXISTING TELCO SYSTEM FOR TVSS PRESENCE AND REPORT FINDINGS TO CONTRACTOR
- SURGE SUPPRESSION AND PROTECTION DEVICES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) ARTICLE 250, 280, 285, AND CHAPTER 8, AS APPLICABLE

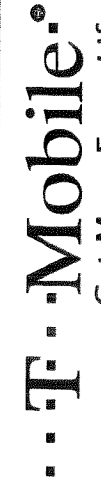


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ELECTRICAL
NOTES &
SPECIFICATIONS

TEXAS CITY
WATER TOWER
A3D0099A

2801 21ST. NORTH
TEXAS CITY, TX 77590

JRH PROJECT NO.: 07-2102

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PLOT SCALE	1:1
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E-1

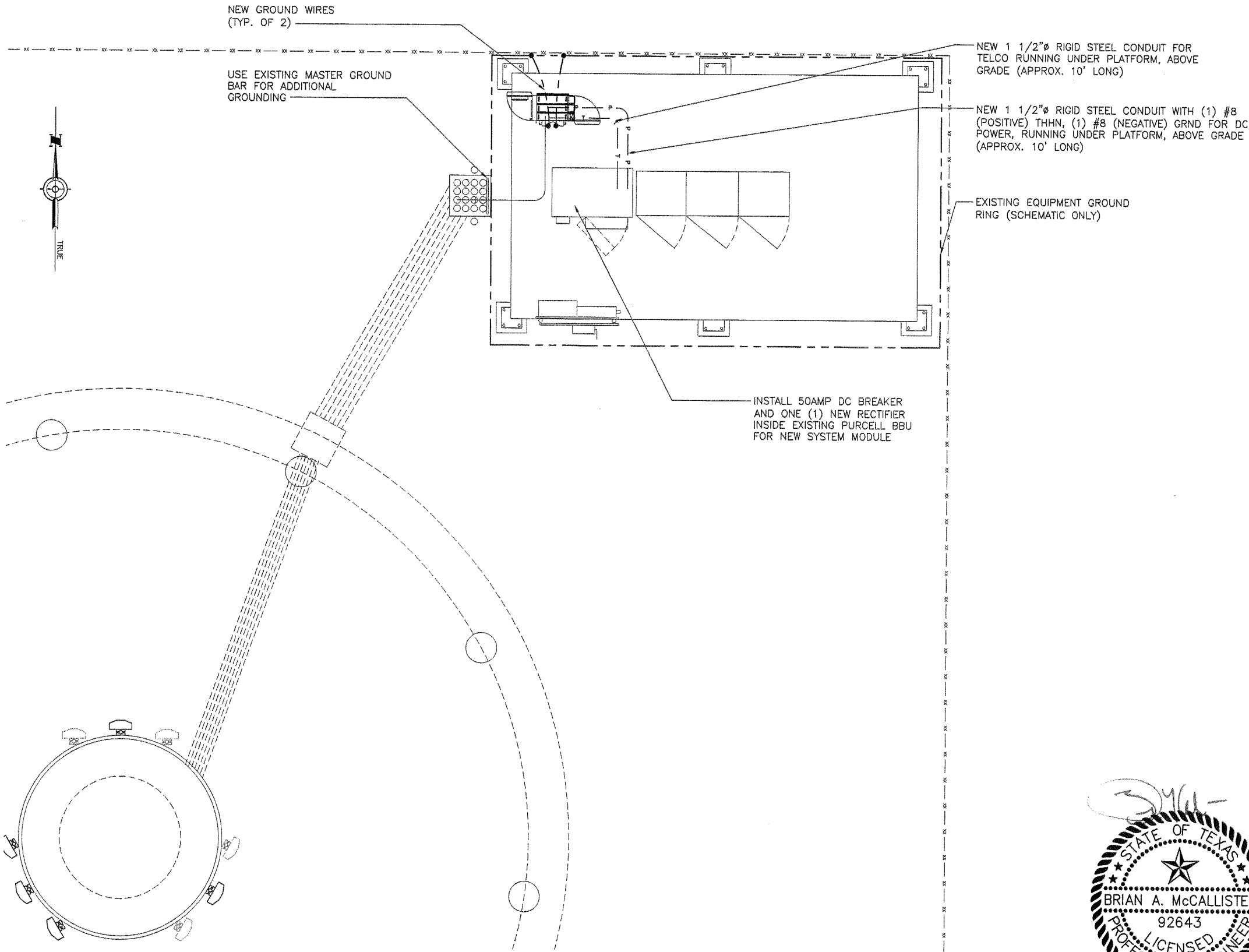
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GROUNDING NOTES:

- GROUNDING SHALL COMPLY WITH NEC ART. 250.
- EQUIPMENT CONTRACTOR SHALL GROUND COAXIAL CABLE SHIELDS MINIMUM AT BOTH ENDS USING MANUFACTURER'S COAX CABLE GROUNDING KITS.
- BURIED GROUND RING SHALL BE #2 TINNED COPPER BARE WIRE. ALL OTHER GROUNDING TO BE #2 BARE WIRE OR AS SHOWN IN DWG.
- ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. EXCEPT AS OTHERWISE INDICATED. GROUNDING LEADS SHOULD NEVER BE BENT AT A RIGHT ANGLE. ALWAYS MAKE AT LEAST 12" RADIUS BENDS.
- ALL GROUND CONNECTIONS SHALL BE CADWELD. INSTALLATION SHALL CONFORM TO MANUFACTURERS REQUIREMENTS. DO NOT ALLOW BARE COPPER WIRE TO BE IN CONTACT WITH GALVANIZED STEEL.
- BOND ANY METAL OBJECTS WITHIN 7 FEET OF BTS EQUIPMENT TO GROUND RING, INCLUDING FENCE POST.
- CONNECTIONS TO MGB SHALL BE ARRANGED IN THREE MAIN GROUPS:
SURGE PRODUCERS (COAXIAL CABLE GROUND KITS, TELCO AND POWER GROUND OR SURGE PROTECTOR)
SURGE ABSORBERS (GROUNDING, ELECTRICAL RING OR BUILDING STEEL)
NON-SURGE OBJECTS (EGB GROUND IN BTS)
- CONNECTIONS TO GROUND BARS SHALL BE MADE WITH TWO-HOLE COPPER LUGS WITH LOCK OR STAR WASHERS AND NO-OX OR EQUIVALENT PLACED BETWEEN CONNECTOR AND GROUND BAR.
- THE GROUND ELECTRODE SYSTEM, SHALL CONSIST OF DRIVEN GROUND RODS UNIFORMLY SPACED AT 8'-0" MINIMUM AROUND CELL SITE. THE GROUND RODS SHALL BE 5/8" X 10'-0" COPPER CLAD STEEL. THE RODS SHALL BE INTERCONNECTED WITH #2 TINNED COPPER GROUND WIRE BURIED A MINIMUM OF 1 FOOT BELOW THE SURFACE OF THE SOIL.
- MEASURED GROUND RESISTANCE SHALL BE 5 OR LESS. NOTIFY ENGINEER IMMEDIATELY IF RESISTANCE IS ABOVE 5.
- LOCATE MAIN LINE GROUND 12"-18" BEHIND CONNECTORS.
- USE THE GROUND JUMPERS BETWEEN GRIPSTRUT BRIDGE SECTION OF ICE BRIDGE, & 1 JUMPER FROM THE GRIPSTRUT BRIDGE SECTION TO THE ICE BRIDGE POST CLOSEST TO THE BTS.
- SLACK FOR STRESS RELIEF OF APPROX. 3" SHOULD BE PROVIDED ON ALL GROUNDING CABLES MAX. BEND RADIUS 12" FOR ALL CABLES.
- NEW 40AMP 2P, 1Ø, 120/240V BREAKER AS REQUIRED IN EXISTING A/C EQUIPMENT ELEC PANEL PER T-MOBILE REQUIREMENTS FOR INSTALLATION OF NEW RECTIFIER IN EXISTING BBU.

LEGEND:

- CADWELD
- 10' x 5/8"Ø COPPER CLAD GROUND ROD (8' MAX. SEPARATION EQUALLY SPACED)
- TEST WELL & GROUND ROD



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ELECTRICAL,
GROUNDING
PLAN & NOTES

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2801 21ST. NORTH
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JRH PROJECT NO.: 07-2102

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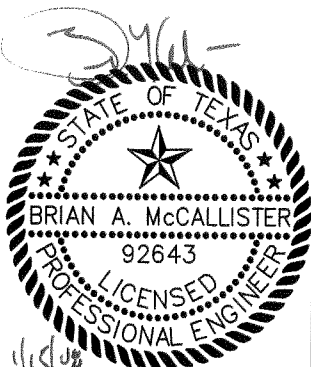
E-2

ELECTRICAL & GROUNDING PLAN

SCALE: 3/8"=1'-0"

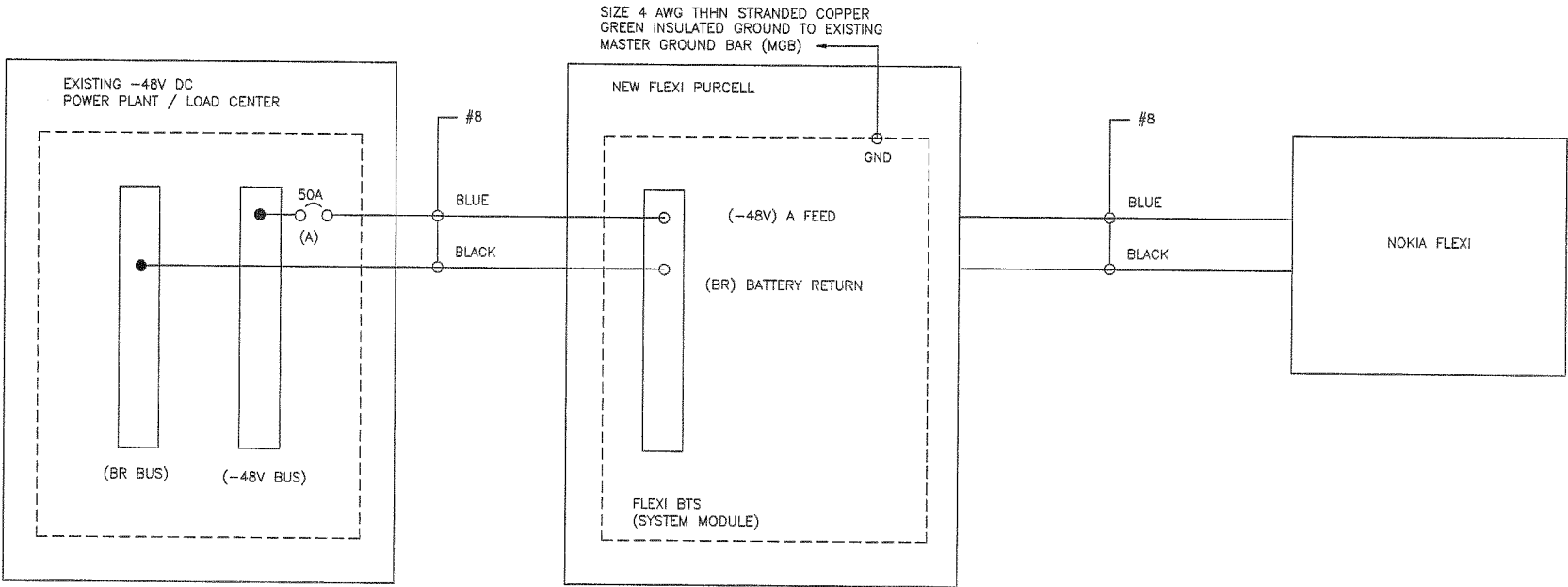
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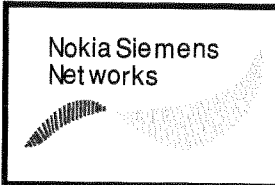
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DC POWER
ONE - LINE DIAGRAM
SCALE : N.T.S.

1
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**POWER ONE-LINE
DIAGRAM**

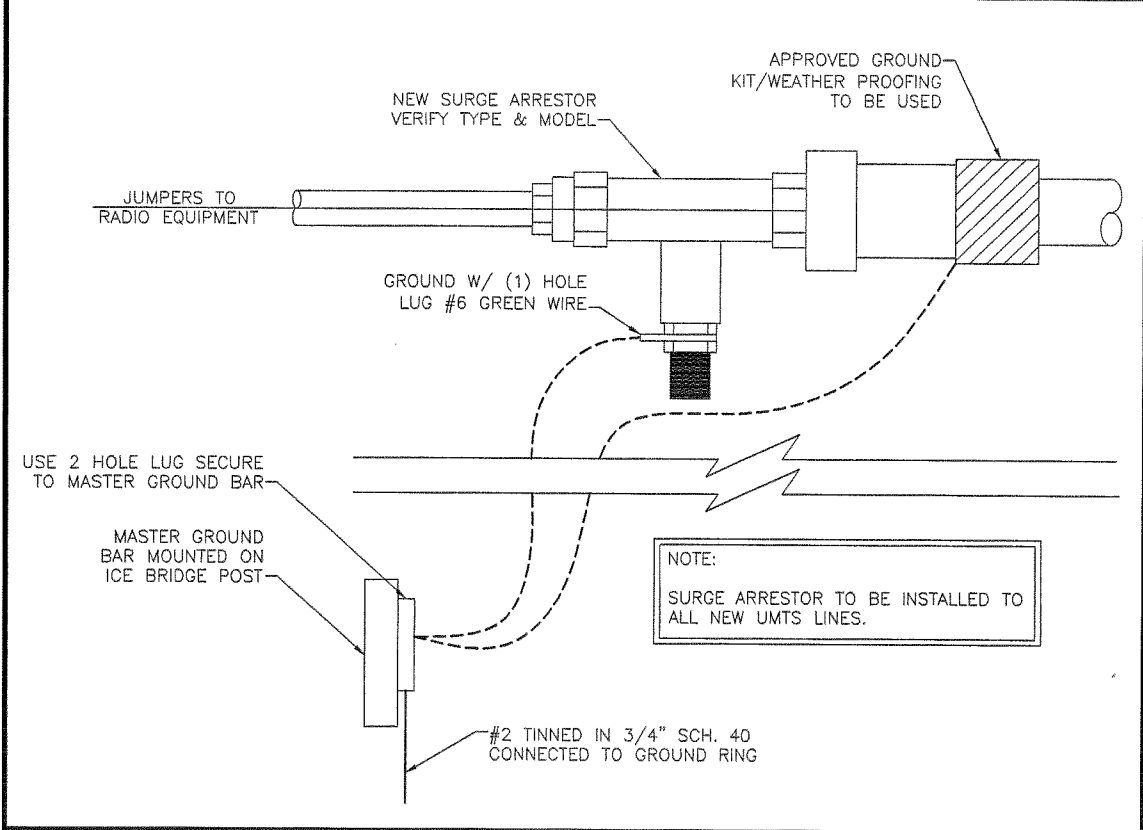
TEXAS CITY
WATER TOWER
A3D0099A
2801 21ST. NORTH
TEXAS CITY, TX 77590

JRH PROJECT NO.: 07-2102

DRAWN BY:	GRC
CHECKED BY:	JWR
DATE	16 JANUARY 2008
PLOT SCALE	1:1
DRAWING NAME	A3D0099A-E3.dwg
SHEET No.	E-3

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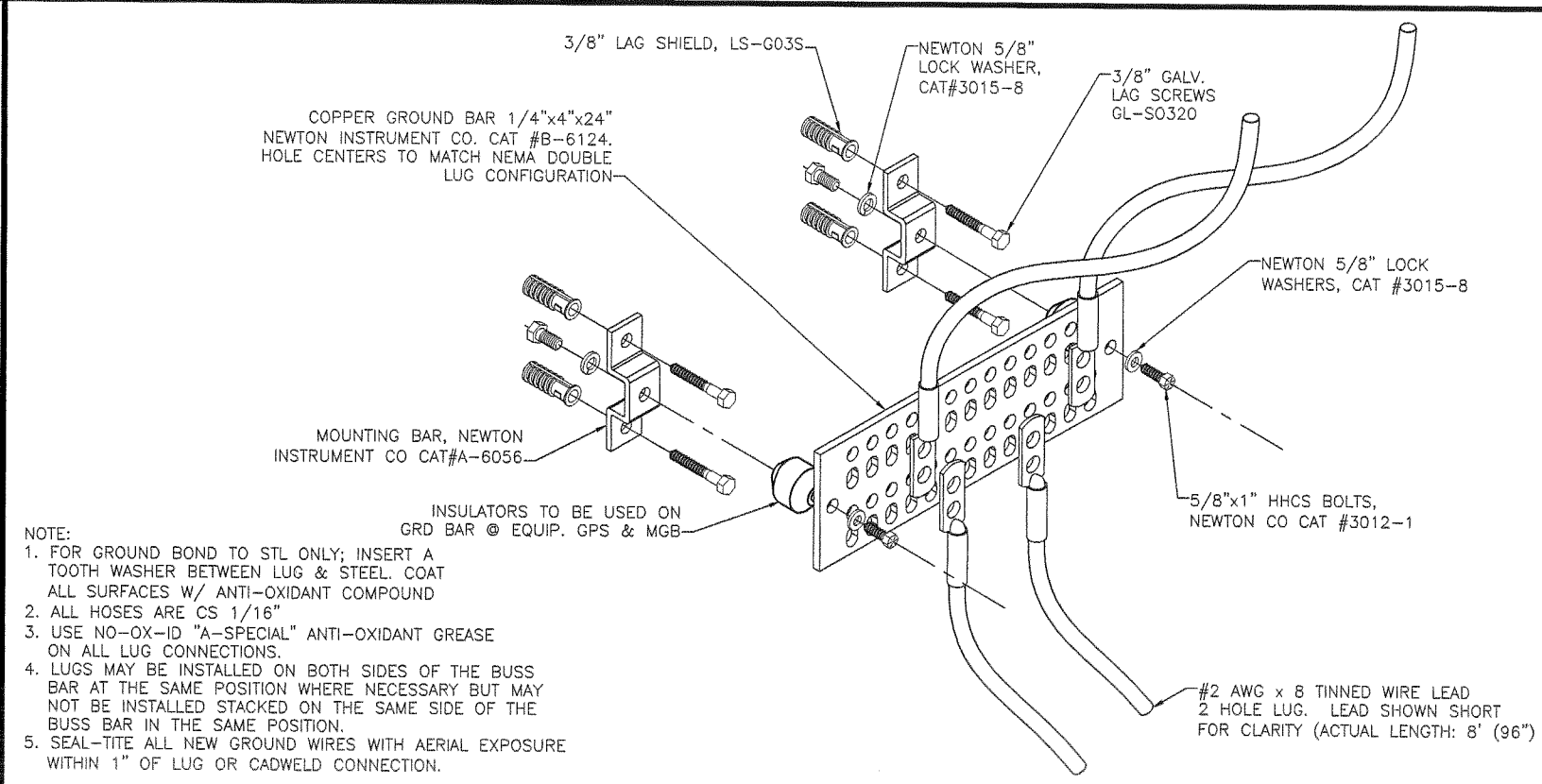
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SURGE ARRESTOR GROUNDING

SCALE: N.T.S.

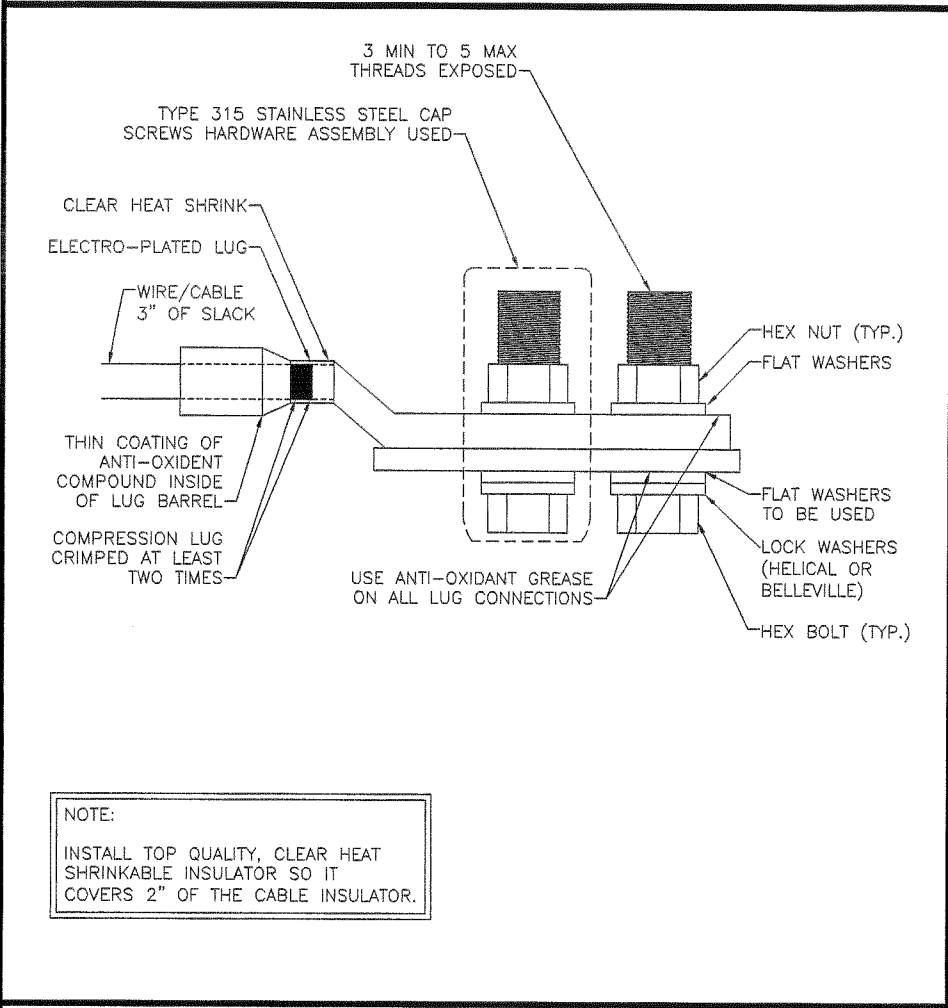
4



GROUND BAR DETAIL

SCALE: N.T.S.

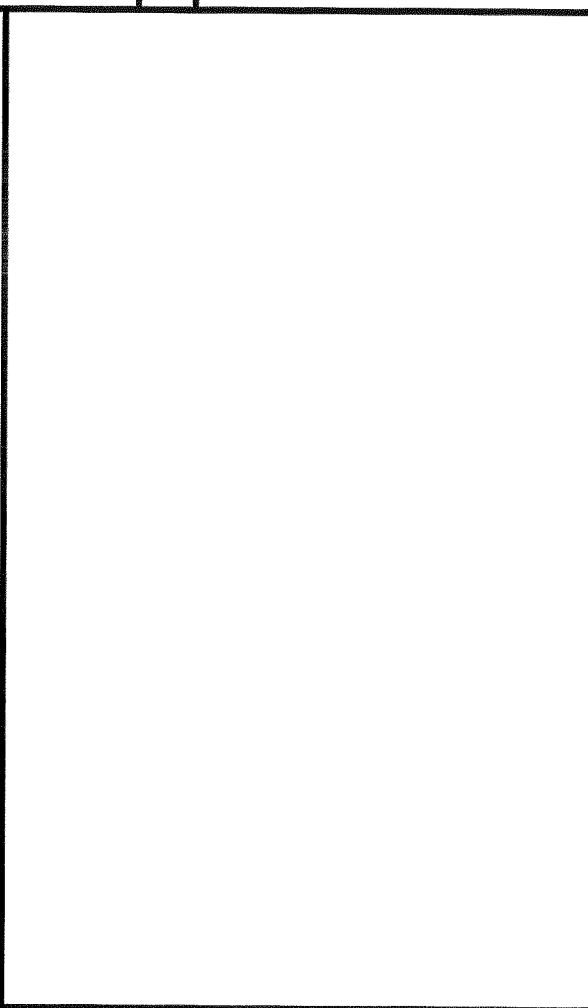
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OUTDOOR GROUNDING CONNECTION DETAIL

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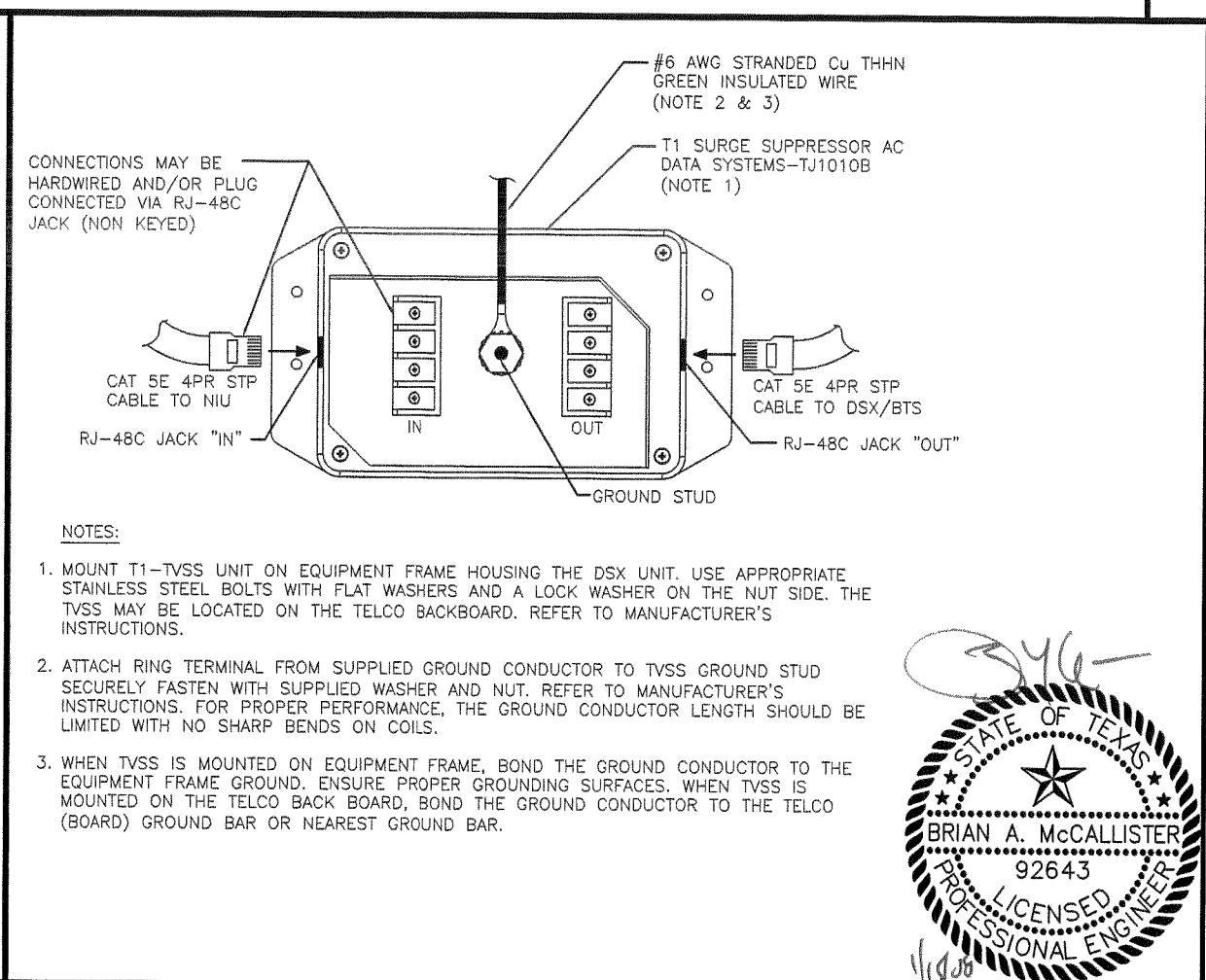
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NOT USED

SCALE: N.T.S.

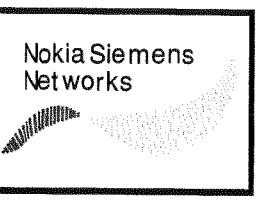
2



T1 SURGE SUPPRESSOR DETAIL

SCALE: N.T.S.

3



REVISIONS	DATE
PRELIMINARY REVIEW	07/25/07
ISSUED FOR CONSTRUCTION	08/31/07
REVISED FOR CONSTRUCTION	01/16/08

JRH
consulting group
Towne Crossing I
3819 Towne Crossing, Suite 203
Mesquite, TX 75150
Office: 972.385.8292 / Fax: 972.385.3451

T-Mobile
Get More From Life
T-MOBILE TEXAS LP
2 GREENWAY PLAZA
11TH FLOOR
HOUSTON, TX 77046

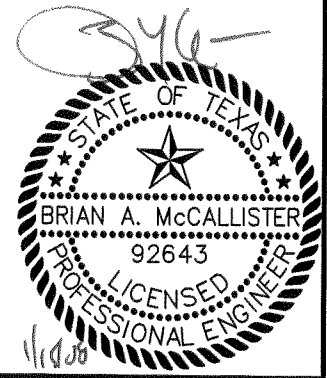
GROUNDING DETAILS

**TEXAS CITY
WATER TOWER
A3D0099A**
2801 21ST. NORTH
TEXAS CITY, TX 77590

JRH PROJECT NO.: 07-2102

DRAWN BY:	GRC
CHECKED BY:	JWR
DATE	18 JANUARY 2008
PLOT SCALE	1:1
DRAWING NAME	A3D0099A-E4.dwg
SHEET No.	

E-4



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RESOLUTION NO. 08-023

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO LICENSE TO USE AGREEMENT WITH T-MOBILE ALLOWING FOR A NEW SITE PLAN AND THE INSTALLATION OF ADDITIONAL RADIO TRANSMISSION AND RELATED EQUIPMENT ON AND AROUND THE GODDARD ELEVATED WATER TANK LOCATED AT 2801 21ST STREET NORTH, TEXAS CITY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, T-Mobile USA, Inc. doing business as T-Mobile West Corporation, is requesting an amendment to the License Agreement to allow for a new site plan and installation of additional radio transmission and related equipment to their existing equipment on and around the Goddard Elevated Water Tank located at 2801-21st Street North, Texas City, Texas; and

WHEREAS, the City owns the said premises upon which the additional equipment will be added and feels that it is in the best interest of the City to allow T-Mobile West Corporation to amend the License Agreement.

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 Amendment to License Agreement with T-Mobile West Corporation allowing for a new site plan and to install additional radio transmission and related equipment to their existing equipment on and around the Goddard Elevated Water Tank located at 2801-21st Street North, Texas City, Texas.

SECTION 2: That the City Commission authorizes the Mayor to execute the Amendment to License Agreement allowing for the site plan and additional to the existing equipment.

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

PASSED AND ADOPTED this 19th day of March, 2008.

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

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney

Interlocal League City CITY COMMISSION AGENDA 2

Date: 03/19/2008

Submitted By: Edna Patterson, Transportation and Planning

Submitted For: Doug Kneupper

Department: Transportation and Planning

Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Approval of restated 2008 Extraterritorial Jurisdictional Boundary agreement between the City of League City, Texas, and the City of Texas City, Texas.

BACKGROUND

In 2004 Texas City and League City entered into an Interlocal Agreement. Texas City agreed to release 223-acres of ETJ to League City and in exchange League City agreed to furnish 500 water and sewer connections to Texas City. This amended agreement spells out details on routing and design of lines, utility rates, length of contract and other details. After both Cities approve this agreement, it will be up to the developer of Southlake to have the utility lines constructed.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link: [Interlocal
League City](#)

Link: [ExhibitApage1](#)

Link: [ExhibitApage2](#)

Link: [ExhibitApage3](#)

Link: [ExhibitApage4](#)

Link: [Res
08-021](#)

RESTATED 2008
EXTRATERRITORIAL JURISDICTIONAL BOUNDARY
AGREEMENT BETWEEN
THE CITY OF LEAGUE CITY, TEXAS,
AND
THE CITY OF TEXAS CITY, TEXAS

WHEREAS, the City of League City, Texas (League City), a home rule municipality, and the City of Texas City, Texas (Texas City), a home rule municipality, are body politics and are cities organized and existing under the laws of the State of Texas and are collectively referred to herein as Parties; and

WHEREAS, the Parties each have jurisdiction of their corporate and extraterritorial jurisdictional (ETJ) boundaries and the real property located therein to the extent that municipalities have jurisdiction over property within their corporate or ETJ limits; and

WHEREAS, the Parties wish to mutually adjust their respective extraterritorial jurisdiction (ETJ) boundaries in consideration of League City's agreement to ~~extend certain water and sanitary sewer lines into the extraterritorial jurisdiction (ETJ) of Texas City~~ **provide Texas City with temporary water and wastewater capacity from League City's systems;** and

WHEREAS, the Parties hereto acknowledge that they are entering into this **Amendment of** Extraterritorial Jurisdictional Boundary Agreement (Agreement) in connection with an agreement for the **provision of** extension of municipal water and sanitary sewer capacities, ~~lines~~ and that by signing and executing this Agreement, they do mutually represent to each other that their respective city councils have met in properly called session and have determined that this Agreement is in the best interest of their respective cities, and that there are no legal impediments or reasons why the Parties cannot enter into this agreement; and

WHEREAS, League City and Texas City have agreed by the consideration and passage of ordinances or resolutions as provided for in TEX. LOCAL GOVT. CODE § 42.023 authorizing the signing of this Agreement to forever respect the extraterritorial jurisdictional boundaries of each other established pursuant to this Agreement, and

WHEREAS, League City and Texas City expressly agree and understand that they are entering into this Agreement by the authority vested in each under the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged and confessed by the Parties, the parties mutually covenant and agree as follows:

1. The City of League City, Texas, hereinafter referred to as "League City" and the City of Texas City, Texas, hereinafter referred to as "Texas City", mutually covenant and agree that the extraterritorial jurisdictional ("ETJ") boundaries of their respective cities shall be made and adjusted in accordance with this Extraterritorial Jurisdictional Boundary Agreement (hereinafter referred to as this "Agreement") and any pleading, document, letter or allegation in relation thereto previously issued or promulgated by either party shall have no force and affect what so ever to the extent that the provisions thereof conflict with this Agreement.
2. Texas City acknowledges that the consideration for its execution of this Agreement is League City's agreement that it will provide certain municipal water and sanitary sewer capacities ~~extensions~~ as set forth specifically in this Agreement.
3. Both League City and Texas City adopt the findings of fact and conclusions as set out in this Agreement as the findings of fact and conclusions of their respective cities as if repeated verbatim in a separate document or any ordinance authorizing signing of this Agreement adopted by their several city councils.
4. League City and Texas City do irrevocably agree that the ETJ boundaries of their respective cities shall be adjusted and aligned as provided in this Agreement and that this Agreement shall control over any prior or conflicting boundary agreements or over any ordinances of annexation, ordinances purportedly extending extraterritorial jurisdiction, or boundary adjustment to the extent that they may be in conflict with the provisions of this Agreement.
5. League City and Texas City do hereby irrevocably agree and declare that the ETJ boundary line between their respective areas and territory shall be as set out in Exhibit "A", which is attached hereto and incorporated herein for all purposes, and shall be constituted, in part, of the transfer by Texas City of that portion of its ETJ to League City of those certain two (2) parcels of property on, near or along FM 646 consisting of approximately 39.7 and 183 acres, respectively, as more particularly described on that certain survey plat referred to as "Corporation City Limit and Extraterritorial Jurisdiction Exchange Between the City of Texas & the City of League City." Texas City agrees that upon execution of this agreement, those parcels of property which are the subject of this Agreement being transferred to League City shall irrevocably be regarded as constituting, in part, the ETJ of League City for all legal intents and purposes.
6. League City agrees that in consideration of the covenants and agreements to be performed by Texas City as more particularly described in paragraph 5 herein, League City shall allow Texas City to extend a sixteen inch (16") municipal water line ~~and wastewater extension~~ along FM 646 for approximately two thousand four hundred ~~five thousand~~ feet linear (2,400 LF) (~~5,000~~ LF), beginning at a point on or about the intersection of

South Shore Harbour Boulevard with FM 646 in League City easterly to a point on Whispering Lakes Ranch Drive, thence southerly approximately 700 feet to a point on the Texas City/League City common boundary line at which point Texas City shall construct a metering station. ~~or about the West Boundary line of the J.S. Sherman Survey.~~

7. League City agrees that in consideration of the covenants and agreements to be performed by Texas City as more particularly described in paragraph 5 herein, League City shall allow Texas City to extend a temporary 8" sanitary sewer force main from Texas City /League City common boundary northward to FM 646 then westward along FM 646 to a point of connection as determined by City of League City. A master flow meter shall be installed at a mutually agreeable point along the force main.
8. League City further agrees that LEAGUE City shall provide Texas City available water and sewer with respect to that portion of the municipal water and wastewater line extension which shall lie within the ETJ of Texas City, League City shall provide available capacity for five hundred (500) Equivalent Single-Family Unit (ESFU) connections at the meter stations and Texas City agrees to pay League City the current League City rate for residential water & sewer service as may be amended from time to time by City of League City. ~~In determining such capacity, the Parties hereby agree to be governed by the conversion factor outlined in the Meter Size and Type Table Inset provided for under Section 114-164 of the Code of Ordinances of the City of League City.~~
8. ~~Texas City covenants and agrees that any and all customers with connections to that portion of the municipal water and wastewater line extension, and any future extensions or additions thereof, which shall lie within the ETJ of Texas City shall be subject contractually to the provisions governing water and sewer service found in Chapter 114 of the Code of Ordinances of the City of League City entitled "Utilities," with the understanding that water and sewer rates, capital recovery fees and connection (tap) fees shall be equivalent to those charged to other customers of League City.~~
9. ~~League City hereby agrees to provide water and sewer extensions and/or taps to any property owner in the ETJ of Texas City within a reasonable distance in accordance with League City ordinances and written policies concerning such extensions and taps upon concurrence of the City of Texas City.~~
9. The Parties mutually covenant and agree that the following conditions shall apply to that portion of the municipal water and wastewater line extension and force main extension, and any future extensions or additions thereof, ~~which shall lie within the ETJ of Texas City within the City of League City:~~

- League City and Texas City covenant and agree that upon completion and acceptance of the 16" waterline, the line shall be owned and operated by the City of League City.
- League City and Texas City covenant and agree that upon completion and acceptance of the 8" force main, the line shall be owned and operated by the City of Texas City.
- Texas City shall pay for, or cause to be paid for, the design, construction, and all other related costs associated with the lines installations.
- League City and Texas City shall mutually agree to any design standards and routing of the lines and meter stations.
- Each party may shall receive and approve inspect design plans for the extensions.
- Texas City shall be responsible for obtaining and pay for all utility easements. League City covenants that it will cooperate with and assist Texas City, to the extent possible, in obtaining the utility easements. League City grants Texas City permission to place and maintain the waterline and force main in the right-of-way or utility easements of League City.
- Within 4 months of the date Texas City obtains permanent water supply to the area from GCWA, Texas City will disconnect from the League City system and convert the meter station to an emergency interconnect between the two systems. Within 4 months of the date Texas City provides permanent waste water capacity to the area, Texas City will disconnect from the League City system and abandon the 8" force main.
- As it pertains to water service, this agreement shall expire the earlier of: the date Texas City obtains permanent water supply to the area from GCWA; 5 years after first delivery of water service from City of League City to City of Texas City; or 6 years from date of execution by both parties.
- As it pertains to sewer service, this agreement shall expire the earlier of: the date Texas City provides permanent waste water capacity to the area; 5 years after first delivery of sewer service from City of League City to City of Texas City; or 6 years from date of execution by both parties.
- Whereas, provision of temporary service by City of League City to Texas City has no current impact on League City's general benefit facilities, payment of impact or capital recovery fees to City of League City does not apply at this

time. However, if the temporary facilities are not removed within seven (7) years from the date of this agreement, full payment of impact or capital recovery fees based upon assessments of rates and meters applicable at execution of this agreement shall become payable to City of League City by Texas City. Such payment would be considered compensation for permanent service capacities within City of League City general benefit facilities and would be refundable only at the time of disconnect by Texas City.

- ~~• Texas City shall approve the distribution of the five hundred (500) Equivalent Single-Family Unit (ESFU) connections.~~
- ~~• Texas City agrees that League City shall enter into contracts with any property owners served by the water and sewer system within the ETJ of Texas City to enforce the terms governing the provision of water and sewer service as found in the League City ordinances relating to utility service.~~
- ~~• The parties mutually agrees that Texas City may annex portions of or all of the subject ETJ which will not affect any provision of this agreement or any contracts entered into by the City of League City and these customers.~~
- ~~• Texas City may at any time choose to take over ownership and maintenance of all water and sewer facilities previously owned, operated, and maintained by the City of League City under this agreement located in the ETJ or boundaries of Texas City. Prior to taking ownership, operation, and maintenance of said facilities, Texas City must disconnect from the League City system and provide an alternate water supply and sanitary sewer conveyance and treatment system. In the event of Texas City taking over ownership of these facilities, the contracts between League City and the customers shall terminate and the customers shall be Texas City customers and subject to Texas City's provisions governing utility service.~~
- ~~• Texas City and League City may mutually choose to provide an emergency interconnect between the two systems.~~

10. This amendment serves to amend the original agreement, hereinafter the "Original Agreement", between the City of League City and the City of Texas City approved by the City of League City under Council Agenda Item 13A at it's September 28, 2004 Council meeting and approved by the City of Texas City by Resolution No. 04-142 on November 3, 2004.

11. The City Secretaries of the Cities of League City and Texas City shall maintain in their offices available for public inspection maps delineating

the ETJ boundaries of the Cities of League City and Texas City as a result of this Agreement.

IN TESTIMONY WHEREOF, the Cities of League City and Texas City have authorized the execution of this Agreement by their respective Mayors and the City Secretaries by appropriate action. Each party to this Agreement is authorized by law to perform the functions or services to be performed under the Agreement. Each party agrees to make any payments for expenditures made pursuant to the terms of this agreement from current revenues.

CITY OF LEAGUE CITY, TEXAS

By: _____
~~A. Jeff Harrison~~ **Jerry Shults** **Date**
Mayor

ATTEST:

By: _____
Barbara Nugent **Long**, City Secretary

CITY OF TEXAS CITY, TEXAS

By: _____
Matthew T. Doyle
Mayor **Date**

ATTEST:

By: _____
Pam Lawrence, City Secretary

APPROVED AS TO FORM:

By: _____
Robert Gervais, City Attorney

**EXTRATERRITORIAL JURISDICTION
TO BE RELEASED BY
THE CITY OF TEXAS CITY
TO
THE CITY OF LEAGUE CITY
GALVESTON COUNTY, TEXAS
TRACT 2**

All that certain property being out of and a part of the **RODNEY ANTHONY SURVEY, ABSTRACT 630**, the **SAMUEL HINTON SURVEY, ABSTRACT 89**, the **S.G. McCLENNY SURVEY, ABSTRACT 154**, and the **EDWARD PAYNE SURVEY, ABSTRACT 164**, also being out of and a part of **LEAGUE CITY SEMI-TROPICAL GARDENS**, according to the map or plat recorded in Volume 238, Page 8 and out of and a part of **CLIFTON LAND AND PRODUCTION COMPANY SUBDIVISION**, according to the map or plat recorded in Volume 254, Page 4 both plats recorded in the Office of the County Clerk of Galveston County, being located and situated in Galveston County, Texas;

BEGINNING at the North corner of the **J.S. SHERMAN SURVEY, ABSTRACT 181**;
THENCE, in a Northerly direction along the extension of the Westerly line of said **SHERMAN SURVEY** to a point on the Northerly line of Lot 100 of **LEAGUE CITY SEMI-TROPICAL GARDENS** and the Southerly line of a roadway (not open);
THENCE in a Northwesterly direction to the Southeast corner of Lot 142;
THENCE in a Northerly direction along the Extraterritorial Jurisdiction Line of the City of Texas City and the Easterly line of Lots 142 and 141 to the Northeast corner of Lot 141;
THENCE in an Easterly direction along with the Extraterritorial Jurisdiction Line of the City of Texas City and the extension of the North line of Lot 141 and along the South line of Lots 151 and 161, the same being the North line of Lots 152 and 162 to the Northwest corner of Lot 171;
THENCE in a Northerly direction continuing along the Extraterritorial Jurisdiction Line of the City of Texas City and along the Westerly line of Lots 170, 169 and 168 to the Southwest corner of Lot 167;
THENCE in an Easterly direction continuing along the Extraterritorial Jurisdiction Line of the City of Texas City and along the Southerly line of Lots 167 and 174 to the Southeast corner of Lot 174;
THENCE in a Northerly direction continuing along the Extraterritorial Jurisdiction Line of the City of Texas City and the Easterly line of Lots 174, 173 and 172 to the Northeast corner of Lot 172, lying on the Northeasterly line of said **ANTHONY SURVEY**, the same being the Southeasterly line of said **HINTON SURVEY**;
THENCE in a Northwesterly direction continuing along the Extraterritorial Jurisdiction Line of the City of Texas City and along the common line of said **ANTHONY** and **HINTON SURVEYS** to the West corner of the **HINTON SURVEY**, the same being the South corner of the **JOHN MILES SURVEY, ABSTRACT 55**;
THENCE in a Northeasterly direction continuing along the Extraterritorial Jurisdiction Line of the City of Texas City and along the common line of said **MILES** and **HINTON SURVEYS** to the Westerly line of a 300 foot wide Houston Lighting and Power right-of-way;
THENCE in a Southerly direction along the Westerly line of said Houston Lighting and Power right-of-way passing the common line of said **HINTON** and **McCLENNY SURVEYS** and continuing to the Northwesterly line of said **PAYNE SURVEY**;

PAGE 1 OF 2

THENCE in a Southwesterly direction along the common line of said **McCLENNY** and **PAYNE SURVEYS** passing the South corner of said **McCLENNY SURVEY**, the same being the East corner of said **ANTHONY SURVEY** and continuing to a point for corner on the North line of Lot 26, **CLIFTON LAND AND PRODUCTION COMPANY SUBDIVISION**;

THENCE in a Southeasterly direction parallel to and 140 feet Easterly of the Westerly line of Lots 26, 27 and 28 to the Northwesternly line of State FM Highway 646;

THENCE in a Southwesterly direction along the Northwesternly line of State FM Highway 646 to its intersection with the Westerly line of Lot 28;

THENCE in a Northwesternly direction along the Westerly line of Lots 28, 27 and 26 to the Northwesternly line of said **PAYNE SURVEY**, the same being the Southeasterly line of said **ANTHONY SURVEY**;

THENCE in a Southwesterly direction along the common line of said **PAYNE** and **ANTHONY SURVEYS** to a South corner of the **ANTHONY SURVEY**, the same being the West corner of the **PAYNE SURVEY** and lying on the Northeasterly line of said **SHERMAN SURVEY**;

THENCE in a Northwesternly direction along the common line of the **ANTHONY** and **PAYNE SURVEYS** to the **POINT OF BEGINNING** and containing a calculated area of 183.0 acres of land, more or less.

NOTE: THIS DOCUMENT HAS BEEN PREPARED UNDER 22 TAC § 663.23; DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND; IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT HAS BEEN PREPARED.

PAGE 2 OF 2

*PREPARED
June 9, 2004
BY*

DALE L. HARDY / GEOSURV, LLC
REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 246, LEAGUE CITY, TEXAS 77574
PH 281-554-7739 FAX 281-554-6928

**EXTRATERRITORIAL JURISDICTION
TO BE RELEASED BY
THE CITY OF TEXAS CITY
TO
THE CITY OF LEAGUE CITY
GALVESTON COUNTY, TEXAS
TRACT 1-A**

All that certain property being out of and a part of the **W.G. BANKS SURVEY, ABSTRACT 36**, being the same property described as Tract II, Tract III, and Tract V in a deed from League City, LLC to League City Investors, Ltd. recorded under Film Code No. 017-25-0583 in the Office of the County Clerk of Galveston County, together with the intervening portion of State FM Highway 646 and being located and situated in Galveston County, Texas;

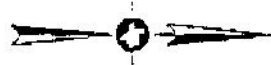
BEGINNING at the Northwest corner of said **W.G. BANKS SURVEY**;
THENCE in an Easterly direction, along the Extraterritorial Jurisdiction line of the City of Texas City and the Northerly line of said **BANKS SURVEY** to the Northeast corner of said Tract II;
THENCE in a Southerly direction, along the Easterly line of said Tract II, crossing State FM Highway 646 and continuing along the Easterly line of Tract V to the Southeast corner of Tract V on the Northerly line of a United Gas Pipeline tract;
THENCE in a Westerly direction along the Northerly line of said United Gas Pipeline tract, the same being the Southerly line of said Tract V and Tract III to the Southwest corner of Tract III on the Westerly line of said **W.G. BANKS SURVEY**;
THENCE in a Northerly direction along the Westerly line of Tract III, crossing State FM Highway 646 and continuing along the Westerly line of Tract II, the same being the Westerly line of said **BANKS SURVEY** to the **POINT OF BEGINNING** and containing a calculated area of 39.7 acres of land, more or less.

NOTE: THIS DOCUMENT HAS BEEN PREPARED UNDER 22 TAC § 663.23; DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND, IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT HAS BEEN PREPARED.

*PREPARED
June 9, 2004
BY*

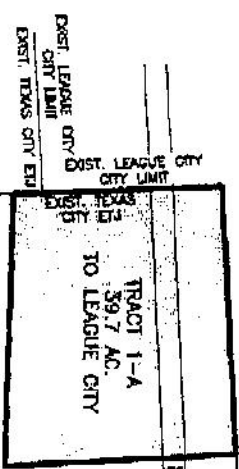
**DALE L. HARDY / GEOSURV, LLC
REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 246, LEAGUE CITY, TEXAS 77574
PH 281-554-7739 FAX 281-554-6928**

1. NO OTHER MAPS ARE FILED B. ONE OLD MAP



SCALE: 1" = 1000'
PREPARED: JUNE 9, 2004

NOTE: THIS DOCUMENT HAS BEEN PREPARED UNDER 22 TAC 663.23; DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND; IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT HAS BEEN PREPARED.



TRACT 1-A
59.7 AC.
TO LEAGUE CITY

F.M. 646

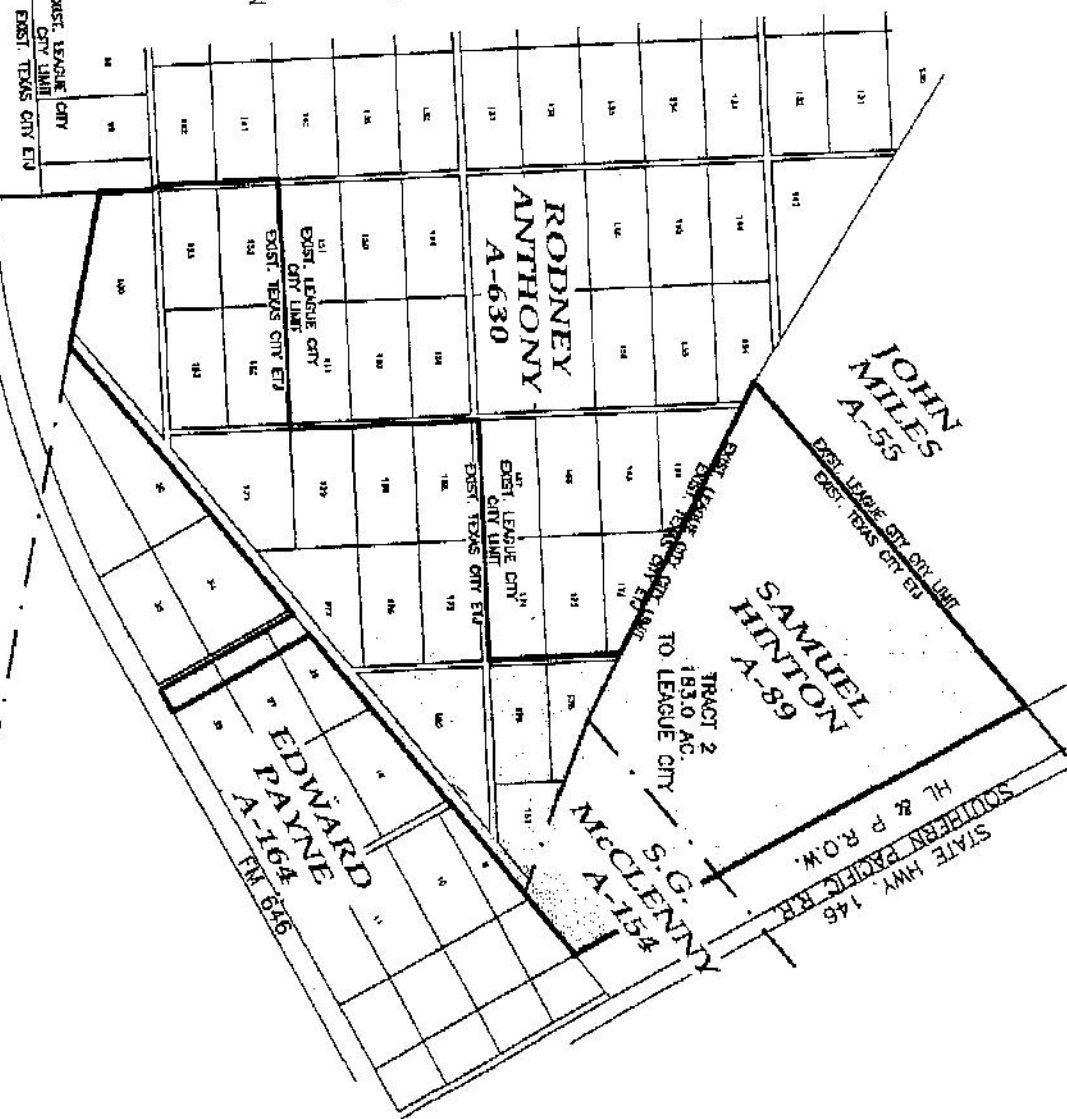
1.5. MAN
SHERMAN
A-181

W.C.
BANKS
A-36



P.O. Box 246, League City, Texas 77574
281-554-7739 409-765-6030 Fax: 281-554-9928

CORPORATION CITY LIMIT
AND
EXTRATERRITORIAL JURSDICTION
EXCHANGE
BETWEEN THE CITY OF TEXAS CITY
& THE CITY OF LEAGUE CITY



RESOLUTION NO. 08-021

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE RESTATED 2008 EXTRATERRITORIAL JURISDICTIONAL BOUNDARY AGREEMENT BETWEEN THE CITY OF LEAGUE CITY, TEXAS AND THE CITY OF TEXAS CITY, TEXAS; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of League City, Texas, and the City of Texas City, Texas, are body politics and are cities organized and existing under the laws of the State of Texas; and

WHEREAS, the City of League City, Texas, and the City of Texas City, Texas, each have jurisdiction of their corporate and extraterritorial jurisdiction (ETJ) boundaries and the real property located therein to the extent that municipalities have jurisdiction over property within their corporate or ETJ limits; and

WHEREAS, the City of League City, Texas, and the City of Texas City, Texas, wish to enter into the Restated 2008 Extraterritorial Jurisdiction Boundary Agreement to spell out details on routing and design of lines, utility rates, length of contract and other details.

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, authorizes the Mayor to execute the Restated 2008 Extraterritorial Jurisdiction Boundary Agreement between the City of League City, Texas, and the City of League City, Texas, in substantially the same form as Exhibit "A," attached hereto and made a part hereof for all purposes.

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

PASSED AND ADOPTED this 19th day of March, 2008.

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

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney

5.g.

2008 Mutual Aid Agreement with Galveston County Fire Fighters Association

CITY COMMISSION AGENDA 2

Date: 03/19/2008

Submitted By: Jane Tull, Fire Department

Submitted For: Joseph Gorman

Department: Fire Department

Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Authorization for the Mayor to execute an agreement between the Galveston County Fire Fighters Association and City of Texas City (Fire Department) for Mutual Aid Agreement.

BACKGROUND

Recurring annual agreement.

ANALYSIS

Provides mutual aid for unincorporated areas of Galveston County for a \$9,000 grant from Commissioners Court.

ALTERNATIVES CONSIDERED

None.

Fiscal Impact

Attachments

Link: [GCEFA Agreement](#)

Link: [Res 08-026](#)

STATE OF TEXAS §

COUNTY OF GALVESTON §

AN AGREEMENT
BETWEEN THE GALVESTON COUNTY FIRE FIGHTER'S ASSOCIATION
AND THE CITY OF TEXAS CITY, TEXAS

WHEREAS the Galveston County Firefighter's Association, a Texas Corporation, hereinafter called "the Association", and the City of Texas City of Texas City, Texas, hereinafter called "the City" desire to make this agreement, and,

WHEREAS the Association has entered into a contract with the County of Galveston to administer funds which the County has earmarked for the purchase of firefighting equipment for residents of the county that live outside municipalities within the county, pursuant to §352 of the Texas Local Government Code, and,

WHEREAS the Association wishes to further its goal of improving the education and training of firefighters within Galveston County, and,

WHEREAS the City wishes to avail itself of the opportunities for training and equipment purchases.

WHEREAS the City pledges to use the funds solely and exclusively with in the budget for the Texas City Fire Department and for the purposes stated in Exhibit A;

THEREFORE the Association and the City agree to the following terms.

1 - TERM OF AGREEMENT

1.1 This agreement shall be effective from June 1, 2008 through May 31, 2009.

1.2 The portions of this agreement which require reporting of activities shall remain in effect for a reasonable period after the term of this contract, to allow compilation of the necessary information.

2 - RESPONSIBILITIES OF THE ASSOCIATION

2.1 The Association shall administer the funds provided by the County as recited in the contract made effective October 1, 2007 between the Association and the Galveston County Commissioners' Court.

2.2 The Association shall administer the capital improvement fund created by the above-noted contract. The Association will promulgate a policy and procedure for requests for grants from this capital improvement fund.

2.3 The Association shall provide to the Department, at no cost, classroom training seminars in fire protection techniques, an annual "Field Day" to provide actual field training in fire control techniques, and Critical Incident Stress Debriefing services.

2.4 The Association shall make a cash distribution to the Department in the amount of Nine Thousand Dollars (\$9,000.00) upon the signing of this agreement. This cash distribution is limited to use for purchase of firefighting equipment pursuant to §352 of the Texas Local Government Code and such funds shall be used by the City of Texas City wholly within the budget of the Texas City Fire Department..

2.5 The Association will provide the Department with appropriate forms to comply with reporting requirements of this agreement.

3 - RESPONSIBILITIES OF THE DEPARTMENT

3.1 The City will maintain adequate records to provide the Association with an annual report by April 1, 2009.

3.2 The City will report to the Association in a format specified by the Association, a list of all equipment purchased with the (\$9,000.00) cash distribution.

3.3 The City will complete an annual survey form provided by the Association.

3.4 The City will provide an activity report to the Association which includes operating expenses, revenues and response data. This report shall be made in the format provided by the Association.

3.5 The City shall meet the "Five Point Contract Requirements" that are attached to this agreement as Exhibit A.

4 - RELATIONSHIP BETWEEN THE PARTIES

4.1 It is agreed and understood between the parties that the Association shall have no right at any time to supervise, manage, direct or control the City or its members in the performance of its services. The City shall be solely responsible for the manner, means and methods by which it operates.

4.2 It is further agreed and understood between the parties that the acts of any agent, employee, volunteer, or member of the City, or any person assisting the City while fighting fires, traveling to and from calls for service, training, or in any manner providing

fire protection services to citizens in the unincorporated areas of the county, may not be considered an agent of the Association or County in any respect.

4.3 The Association shall not be held liable for the acts of the City, any of its agents, employees, volunteers, members, or any person assisting it at any time.

5 - MISCELLANEOUS ITEMS

5.1 This Agreement is not binding until it is executed by all parties to this Agreement.

5.2 This Agreement represents the entire agreement by and between the parties except as otherwise provided in this Agreement. It may not be changed except by written agreement duly executed by all of the parties.

5.3 Neither party shall have the right to transfer or assign his or her interest in this Agreement without the prior written consent of the other party. The parties agree that such consent shall not be unreasonably withheld.

5.4 The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

5.5 Use of the neuter or the singular to refer to the parties described in this Agreement shall be deemed a proper reference whether a party is an individual, partnership, corporation, association, trust, a group of two or more individuals, partnerships, or corporations, or a joint venture.

5.6 Any grammatical changes required to make the provisions of this Agreement applicable to corporations, associations, partnerships, trusts, individuals, or groups of individuals, and changes required to make the provisions apply to females as well as males shall, in all instances be assumed as though each case were fully expressed. The agreement may contain the wording "he or she" or "his or her". The use of such expressions shall allow the agreement too apply to the masculine or feminine gender as the individual circumstances may require.

5.7 If any word, phrase, clause, or paragraph, or other provision of this Agreement is adjudicated or otherwise found to be against public policy, void, or unenforceable, then those words or provisions shall be deleted or modified in keeping with the express intent of the parties as necessary to render this Agreement valid and enforceable. All such deletions or modifications shall be the minimum required to effect the foregoing and the intent of the parties to this Agreement.

5.8 By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This

Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

5.9 If any party to this Agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, partnership, or trust, that party represents to the other that this Agreement and the transactions contemplated in this Agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, action on the part of the directors, officers and agents of the entity. Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this Agreement.

5.10 This Agreement shall become effective upon its execution by all of the parties. Thereafter, all obligations contained in this Agreement shall be conclusive and binding upon all of the parties. Accordingly, this Agreement shall no longer be considered executory as of the date that all parties have affixed their signatures to it.

5.11 Neither party shall be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "force majeure." The term "force majeure," as used in this Agreement, shall include the following: an act of God, strike, act of a public enemy, war, mines or other items of ordinance, blockage, public rioting, lightning, fire, storm, hurricane, flood, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment, and any other cause, whether of the kinds specifically enumerated above or otherwise, which is not reasonably within the control of the parties and which by the exercise of due diligence could not reasonably be prevented or overcome. Events reasonably within the control of the party having the difficulty shall not constitute "force majeure" and shall be remedied with the exercise of due diligence. In the event time limits are not met under this Agreement as a result of "force majeure," the parties agree to an extension of the time limit or deadline for the number of days for which the "force majeure" condition existed. After the "force majeure" condition has ended, the contract shall continue under the same operations and circumstances as existed prior to the "force majeure" event.

5.12 Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other party to this Agreement.

5.13 It is agreed and understood that any work requested by the parties to this agreement shall be performed under the terms of the Agreement and that all parties are considered independent contractors. Each party is interested only in the results obtained hereunder and has the general right of inspection and supervision in order to secure the satisfactory completion of the work. Neither party shall have control over the other party with respect to its hours, times, employment, or the like. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Furthermore, the parties to this Agreement warrant that all obligations imposed on them by this Agreement shall be performed with due diligence in a safe, competent, workmanlike manner and in compliance with any and all applicable statutes, rules and regulations. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either expressly or impliedly, a joint venture or partnership.

5.14 This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same Agreement. In the event that a comparison of the multiple agreements reveals that the Agreements contain differences or inconsistencies, then the Agreement which is first executed and signed by all of the parties shall be deemed the original Agreement and all other agreements, although duly signed by the parties, shall be deemed inferior and subordinate to the first signed Agreement.

5.15 The failure or delay of either party in the enforcement of the rights detailed in this Agreement shall not constitute a waiver of the rights nor shall it be considered as a basis for estoppel either at equity or at law. That party may exercise its rights under this Agreement despite any delay or failure to enforce those rights at the time the cause of action or right or obligation arose.

5.16 Any and all notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To: The Galveston County Firefighter's Association
P.O. Box 549
La Marque, Texas 77568

To: The City of Texas City, Texas
Attn: Texas City Fire Department
1801-9th Avenue North
Texas City, Texas 77592-2608

Either party hereby reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent.

5.17 This Agreement and the exhibits attached hereto and incorporated herein, if any, contain the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth herein and duly executed in writing. No agreement of any kind shall be binding upon either party unless and until the same has been made in writing and duly executed by both parties. Upon execution of this Agreement by all parties, all previous agreements, contracts, oral understandings, representations, arrangements, or undertakings of any kind relative to the matters contained in this Agreement are hereby superseded and canceled and all claims and demands not contained in this agreement are deemed fully completed and satisfied.

5.18 This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, legal representatives, successors and assigns. The parties to this Agreement expressly agree that in the event a party seeks to or does transfer part or all of its assets to a separate entity, not a party to this Agreement, the party shall be liable under this Agreement as if the transfer had not occurred.

5.19 No representations, promises, guarantees or warranties were made to induce either party to execute this Agreement other than those stated in the Agreement.

5.20 If any provision of this Agreement is for any reason held violative of any applicable law, governmental rule or regulation, or if the provision is held to be unenforceable or unconscionable, then the invalidity of that specific provision shall not be held to invalidate the remaining provisions of this Agreement. All other provisions and the entirety of this Agreement shall remain in full force and effect unless the removal of the invalid provision destroys the legitimate purposes of this Agreement, in which event this Agreement shall be cancelled and terminated.

5.21 This Agreement shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Galveston County, Texas. The parties agree that venue for purposes of any and all lawsuits, causes of action, arbitrations, or other disputes shall be in Galveston County, Texas.

This Agreement is signed, accepted and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

Galveston County Firefighter's Association

By:

Mike Wisko, *Chairperson* Date

ATTEST:

Allison Dean, *Secretary*

City of Texas City, Texas

By:

Matthew T. Doyle, *Mayor* Date

ATTEST:

Pamela Lawrence, *City Secretary*

Joseph A. Gorman, *Fire Chief*

FIVE POINT CONTRACT REQUIREMENTS EXHIBIT "A"

POINT 1: Active Internal Training Program

- Equivalency: Training program must be equivalent to the certification program offered by the State Firemen's and Fire Marshal's Association of Texas.
- Progress Report: The Fire Chief shall submit to the Association an annual progress report of training activities.
- Minimum Number of Drills: The Fire Department must provide a minimum of two (2) drills per month for a minimum of two (2) hours each.

POINT 2: Liability Insurance

- Automobile Liability Insurance: The Fire Department shall provide emergency vehicle insurance coverage for each fire apparatus or vehicle owned and/or operated by the fire department.
- Personal Injury Insurance: The Fire Department shall provide personal injury insurance for all members.
- Certificate of Insurance: The Fire Department shall provide the Association a certificate of insurance as proof of liability insurance.

POINT 3: Annual Report

- Emergency Responses: Provide the Association with a calendar year report of fire responses. Such report shall include a separate report for both incorporated and unincorporated responses.
- Annual Survey: Each department shall complete an annual survey of equipment and resources on a form provided by the Association.
- Annual Financial Report: Each department shall annually provide the Association with a financial cost of services report.
- Projected Budget: Each department shall provide a fiscal projected budget. Such budget shall be divided into EMS and Fire Service.
- Tax Exemption: Each department shall provide the Association with a certification of tax exempt status.

POINT 4: Active in the County Association

- Attendance: Each department shall attend 50% of Association monthly meetings and not be absent more than three (3) consecutive meetings during the term of this contract.
- Field Day: Each department shall be represented at the Association's annual field day by at least one firefighter who actively participates as a student or instructor.

POINT 5: Firefighter Safety

- Incident Command: Each department shall implement and provide a current copy of the department's SOG for incident command at emergency incidents.
- Two-In-Two Out: Each department shall implement and provide a current copy of the department's SOG for two-in-two out at emergency incidents.
- Accountability: Each department shall implement and provide a current copy of the department's SOG for personnel accountability at emergency incidents.
- Safety Officer: Each department shall implement and provide a current copy of the department's SOG for safety officers at emergency incidents.

RESOLUTION NO. 08-026

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE GALVESTON COUNTY FIRE FIGHTER'S ASSOCIATION AND THE CITY OF TEXAS CITY (FIRE DEPARTMENT) FOR MUTUAL AID; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Galveston County Fire Fighter's Association, a Texas Corporation, hereinafter called "the Association", and the City of Texas City, Texas, hereinafter called "the City" desire to enter into a mutual aid agreement; and

WHEREAS, the Association has entered into a contract with the County of Galveston to administer funds which the County has earmarked for the purchase of firefighting equipment for residents of the county that live outside municipalities within the county, pursuant to §352 of the Texas Local Government Code; and

WHEREAS, the Association wishes to further its goal of improving the education and training of firefighters within Galveston County; and

WHEREAS, the City wishes to avail itself of the opportunities for training and equipment purchases and pledges to use the funds solely and exclusively within the budget for the Texas City Fire Department and for the purposes stated in the Agreement and Exhibit "A" attached and made a part hereof for all intents and purposes.

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

SECTION 1: That the Mayor is hereby authorized to execute the Agreement between the Galveston County Fire Fighter's Association and the City of Texas (City Fire Department).

SECTION 2: That a copy of said Agreement is attached hereto in substantially the same form as Exhibit "A", which is incorporated herein for all intents and purposes.

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

PASSED AND ADOPTED this 19th day of March, 2008.

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

ATTEST:

Pamela A. Lawrence
City Secretary

APPROVED AS TO FORM:

Robert Gervais
City Attorney

Resolution to suspend the effective date of Centerpoint Energy Gas' rate increase for the maximum period permitted by law.

CITY COMMISSION AGENDA 2

Date: 03/19/2008
Submitted By: Cheryl Hunter, Finance
Submitted For: Cheryl Hunter
Department: Finance
Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Consider approval of a resolution suspending the effective date of Centerpoint Energy Gas' rate increase for the maximum period permitted by law to allow the City time to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue; also participation in Gulf Coast Coalition and hire legal and consulting services.

BACKGROUND

CenterPoint Energy Gas has filed an application with cities retaining original jurisdiction over rates and services to increase rates within their Texas Coast Division by \$7.36 million. The Company's application was filed with the City on March 6, 2008.

The law provides that a rate request made by a natural gas utility cannot become effective until 35 days following the filing of the application to change rates. The law permits the City to suspend the effective date for 90 days. If the City does not take action to suspend the filing, CenterPoint may begin charging increased rates after April 10, 2008. According to CenterPoint, annual rates would increase by approximately \$42 for residential customers.

The City has participated in prior rate matters with a coalition of cities now known as Gulf Coast Coalition of Cities (GCCC). GCCC is a coalition of thirteen cities who have passed resolutions authorizing GCCC to intervene on behalf of the city in numerous utility matters pending before regulatory agencies, the Courts or the Legislature.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:
Res
08-024
 Link:
Exh A

RESOLUTION NO. 08-024

RESOLUTION OF THE CITY OF TEXAS CITY SUSPENDING THE APRIL 10, 2008, EFFECTIVE DATE OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS (CENTERPOINT) REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE GULF COAST COALITION OF CITIES AND OTHER CITIES IN THE CENTERPOINT AREA TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; RATIFYING THE SELECTION OF LLOYD GOSSELINK AS LEGAL COUNSEL; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on or about March 6, 2008, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or "Company"), pursuant to Gas Utility Regulatory Act § 104.102 filed with the City of Texas City, Texas, a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within its Texas Coast Division service area effective April 10, 2008; and

WHEREAS, it is reasonable for the City of Texas City, Texas, to maintain its involvement in the Gulf Coast Coalition of Cities ("GCCC") and to cooperate with the other similarly situated city members in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that reasonable costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, on or about March 6, 2008 simultaneous with the filing with the City, CenterPoint filed a Statement of Intent to change gas rates for the Texas Coast environs with the Railroad Commission of Texas referred to as Gas Utility Docket ("GUD") No. 9791.

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

SECTION 1: That the April 10, 2008, effective date of the rate request submitted by CenterPoint on or about March 6, 2008, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2: That the City and/or Mayor is authorized to cooperate with GCCC and its member cities in the Texas Coast Division service area to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission.

SECTION 3: That the selection of the law firm of Lloyd Gosselink to represent the GCCC and its members in this matter is ratified.

SECTION 4: That the City and/or Mayor is authorized to intervene and participate in GUD No. 9791, Statement of Intent of CenterPoint Energy Resources Corp. D/B/A CenterPoint Energy Entex and CenterPoint Energy Texas Gas to Increase Rates in the Unincorporated Areas of CenterPoint's Texas Coast Division, in order to protect the interests of the City.

SECTION 5: That the City's reasonable rate case expenses shall be reimbursed by CenterPoint.

SECTION 6: That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7: A copy of this Resolution shall be sent to CenterPoint, care of Denise Hardcastle, Director of Regulatory Activities and Compliance, CenterPoint Energy, P.O. Box 2628, Houston, Texas 77252-2528 and to Thomas Brocato, at Lloyd Gosselink, P.C., 816 Congress, Avenue, Suite 1900, Austin, Texas 78701.

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

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

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney

MODEL STAFF REPORT

CenterPoint Energy Gas has filed an application with cities retaining original jurisdiction over rates and services to increase rates within their Texas Coast Division by \$7.36 million. The Company's application was filed with the City on March 6, 2008.

Purpose of the Resolution:

The resolution suspends the effective date of the Company's rate increase for the maximum period permitted by law to allow the City time to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by a natural gas utility cannot become effective until 35 days following the filing of the application to change rates. The law permits the City to suspend the effective date for 90 days. **If the City does not take action to suspend the filing, CenterPoint may begin charging increased rates after April 10, 2008.** According to CenterPoint, annual rates would increase by approximately \$42 for residential customers.

The City has participated in prior rate matters with a coalition of cities now known as Gulf Coast Coalition of Cities (GCCC). GCCC is a coalition of thirteen cities who have passed resolutions authorizing GCCC to intervene on behalf of the city in numerous utility matters pending before regulatory agencies, the Courts or the Legislature. A list of the current members impacted by this application is attached.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The city is authorized to suspend the effective date for 90 days for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not increased by the Company, the City must take final action on CenterPoint's request to raise rates by April 10, 2008.

Section 2. Negotiating clout and efficiency are enhanced by the City cooperating with other GCCC cities in a common review and common purpose. Additionally, rate case expenses are minimized when GCCC hires one set of attorneys and experts who work under the guidance and control of the GCCC. This provision authorizes the GCCC to act on behalf of the City at the local level in settlement discussions, and in preparation of a rate ordinance and on appeal of the rate ordinance to the Railroad Commission and on appeal to the Courts. Any settlement negotiated by GCCC must be approved by all GCCC member city councils through new rate ordinances.

Section 3. Lawyers with Lloyd Gosselink have extensive experience in representing cities and coalitions of cities in ratemaking matters. Geoffrey Gay of Lloyd Gosselink has represented GCCC in regulatory matters for the last decade. This section ratifies the Coalition's continued reliance on Lloyd Gosselink for legal services.

Section 4. This provision authorizes the GCCC to intervene in GUD No. 9791 at the Railroad Commission. Because the Company is seeking uniform rates within its Texas Coast Division and because the Railroad Commission has original jurisdiction over the rates in the environs, simultaneous with its filing with the cities on March 6, CenterPoint also filed its rate application with the Railroad Commission for the environs. Once the city proceedings are finalized, it is anticipated that they will be appealed to the Railroad Commission where they will be consolidated into the current pending case.

Section 5. Cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. Legal counsel and consultants approved by the GCCC will submit monthly invoices to the City of Friendswood that will be forwarded to CenterPoint for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 6. This section merely recites that the resolution was passed at a meeting that was open to the public and where the consideration of the Resolution was properly noticed.

Section 7. This section provides that both CenterPoint and counsel to GCCC will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

Ordinance to Permanently Rezone Property - Hayes Security Investments

CITY COMMISSION AGENDA 2

Date: 03/19/2008

Submitted By: Jean Vincent, Inspections

Submitted For: Jean Vincent

Department: Inspections

Agenda Area: Regular Items

Information

ACTION REQUEST (Brief Summary)

Need ordinance to permanently rezone property for Hayes Security Investments to rezone from "A" (Single Family Residential) to "S-P" (Site Plan) to erect a 195' cell tower. Being the W 1/2 of the S 1/2 of Lot N, Jones S/d. Located at 11711 Strom Road.

BACKGROUND

This was previously given preliminary approval by both the Zoning Commission (on October 2, 2007) and City Commission on November 7, 2007). A building permit has been issued for the new cell tower and the request is now ready for the ordinance to permanently rezone the property.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:
[zcminutes](#)

Link: [Ord](#)
[08-10](#)

ZONING COMMISSION MINUTES
OCTOBER 2, 2007

The Zoning Commission for the City of Texas City met in a regularly scheduled meeting on Tuesday, October 2, 2007 at 5:15 p.m. Board members present were: James Horan, Bert Dahl and Gilbert Torres. Staff members present were: Larry Iles, James McWhorter and Don Carroll. Citizens present were: Joseph Willhelm, Jr; Jim R. Lindsey; Kathy Denton; Gary Meyer; Manny Lopez; Ellen Mosher; Dale Hardy; Barbara D. Collins; and Sherry Capps.

explained the procedure for rezoning Public Hearings to those present.

Acting Chairman James Horan explained the rezoning process to those present.

MINUTES: The minutes from the September 18, 2007 meeting were approved on a motion by James Horan/Gilbert Torres. All members present voted aye.

ITEM NO. 1 Hayes Security Investments request to rezone from "A" (Single Family Residential) to "S-P" (Site Plan) to erect a 195' cell tower. Being the W ½ of the S ½ of Lot N, Jones S/d (being 5 acres). Located at 11711 Strom Road. Mr. Carroll stated that seven property owners were notified of the intent to rezone. To date no letters of opposition to the request have been received. Mr. Carroll then read the comments from the various Department Heads. The comments were as follows: Building Official, "No objection to rezoning". City Engineer, "The existing non conforming tower at this location does not meet all current tower performance standards. No objections if the replacement tower meets current performance standards". Fire Marshal, "No objections". Tax Assessor-Collector, "No delinquent tax". Planning Director, "City administration is supportive of the opportunity to reduce the height. No objection to rezoning intent. This will reduce the height from 240 to 195'. Applicant must also obtain variance to tower height distance from adjacent property. Applicant met with Board of Adjustment last Tuesday and was successful in obtaining a variance" Mr. Carroll provided an overview of the issues regarding the variance that was granted. Mr. Dale Hardy, representing the applicant, addressed the members and explained the proposal. He reviewed the drawings and maps submitted for approval. Mr. Hardy continued by giving a business overview, background of the existing tower, and development intent. He also stated the land owner is the tower owner and this is not a lease site. **A motion was then made by Gilbert Torres/Bert Dahl to open the Public Hearing. All members present voted aye.** Mr. Torres then asked a question about the construction of the tower and in the event of the collapse which way the tower would fall. Mr. Hardy explained the design of the tower was such that in the event of collapse it would fall straight down. Acting Chairman Horan asked if there was anyone present who wanted to speak in favor of the request. Mr. Joseph Willhelm Jr., a neighbor to the property, addressed the members and also spoke in favor of the request. There was no one else to speak in favor and Mr. Horan then asked if there was anyone present who wished to speak in opposition to the request. There was no one to speak in opposition and **a motion was made to close the Public Hearing. All members present voted aye. There was no further discussion and a motion was made by Gilbert Torres/Bert Dahl to approve the rezoning request. All members present voted aye.**

ITEM NO. 2 Harvin Moore/Amburn Oaks LP request to rezone from "A" (Single Family Residential) to "E" (General Business) to develop a neighborhood retail service center. Being part of a 129.961 acre tract out of the S.F. Austin League.

Located on the northeast corner of FM 1765 and Amburn Road. Mr. Carroll stated that 32 property owners were notified of the intent to rezone. As of today, two letters representing one piece of property have been received. He provided the members with a copy of the letters of opposition. Mr. Carroll then read the comments from the various Department Heads. The comments were as follows: Public Works, "No objection". Building Official, "No objection to rezoning. Gateway district requirements apply". City Engineer, "No objection". Fire Marshal, "No objection". Planning Director, "City is not opposed and when the subdivision was first proposed the site is question was platted as a commercial reserve. No objection must adhere to performance standards, Brick Ordinance and Gateway Corridor Ordinance provisions. Proposal in not in conflict with Zoning Ordinance or Land Use Plan." Tax Assessor-Collector, "No delinquent tax". Mr. Carroll indicated a representative for Mr. Moore was present to represent this request. **A motion was then made by Gilbert Torres/Bert Dahl to open the Public Hearing. All members present voted aye.** Mr. Jim Lindsey addressed the members and provided a sketch of the proposed development for the members review along with an overview of the proposal. He explained this is an 8.42 acre tract of land which was designated as a commercial reserve at the time the subdivision was platted. He explained the rendering probably was not exact as to the appearance of the development as it may change. Mr. Lindsey continued by stating they had a preliminary agreements with a retail provider for 2 acres of the proposed development. There was some discussion about the proposed development with regard to the approval of the subdivision plat and what the commercial reserved would be used for at that time. There was no one else to speak in favor of the request or in opposition to the request and a **motion was made by Gilbert Torres/Bert Dahl to close the Public Hearing. All members present voted aye. There was no further discussion and a motion was made by Bert Dahl/Gilbert Torres to approve the rezoning request. All members present voted aye.**

ITEM NO. 3 Byron Mosher request to rezone from "C" (Multi-family Residential) to "E" (General Business) to use existing structures for an administrative office and showroom. Being 0.9948 acres out of Tract 127, Jemison's Addition. Located at 2809 & 2811 Loop 197 North. Mr. Carroll stated that 15 property owners were notified of the intent to rezone and one letter was returned undeliverable. No correspondence has been received in opposition to the rezoning request. Mr. Carroll then read the comments from the various Department Heads. The comments were as follows: Planning Director, "No objection. Must adhere to all provisions related to the Zoning District, Brick Ordinance, and Zoning Ordinance. No conflict with Zoning Ordinance or Land Use Plan." Building Official, "No objections to rezoning request". Tax Assessor-Collector, "No delinquent tax". City Engineer, "No objection". Fire Marshal, "No objections". Public Works, "Showroom for what? Traffic/parking? How many customers will be at showroom?" Mr. Carroll indicated that Mr. Gary Meyer and associates were present to represent this request. **A motion was then made by Gilbert Torres/Bert Dahl to open the Public Hearing. All members present voted aye.** Mr. Gary Meyers then addressed the members and provided an overview of the proposal. He also provided a background of what the property had previously used for such as the ambulance service. He explained the rationale for using the house as the office space. Mr. Carroll stated the City was behind this request as the site was not acceptable for use as multi-family since it will not meet the design standards and this proposed use would allow the property owner to use the existing structures for

business. He further stated that any type of residential development was not feasible. This rezoning would be consistent with what the front part of the property was currently zoned for. Mr. Torres asked exactly what type of business would be going into the building since this property was close to a day care center. Mr. Meyer replied that it would not be any type of hazardous operation but would be a business that would need storage and office space. Mr. Torres then asked if the City had any plan for the type of uses that would go into this area. Mr. Carroll responded that the Staff was agreeable to the "E" (General Business) use for this area if they had office professional or some type of warehousing. He further stated a more definitive plan needed to be provided to explain how the property was going to be utilized. From this definitive plan the City staff could guide them in the direction they should go. A commercial warehouse was not problematic and an office type use would be acceptable as well. Mr. Carroll explained that whatever went into this site would have to comply with the requirements for this zoning designation. Ms. Sherry Capps, a property owner next to the development stated she had come to the meeting to find out what type of business was going on the property. Since the property owner does not have a tenant at this time, she has no objection to the rezoning request. However, she asked if she would be notified when a tenant was located and provided with information about what type of business would be going in. Mr. Carroll stated a stipulation could be made that would require the developer to contact her and share their development intent when the time comes. There was no further discussion and **a motion was made by Gilbert Torres/Bert Dahl to approve the request with the stipulation Ms. Capps be notified in the future when the developer presents a detail site plan. All members present voted aye.**

ITEM NO. 4 The City of Texas City requests to amend the Zoning Ordinance by amending Section 40-49(k) Travel Trailer Campgrounds by amending the name to RV Parks and establishing criteria for Type I and Type II Park Sites. Mr. Carroll stated this item was continued from the last meeting. He provided an overview of the issues addressed during the Public Hearing at the last meeting. Mr. Carroll stated the changes have been made and the illustrations have been added to the proposal. The discussion centered around the requirements for parking of boats. Mr. Carroll stated this would be addressed during the Site Plan review process. After review and discussion of the new proposal, **a motion was made by Gilbert Torres/Jim Horan to approve the proposed amendment. All members present voted aye.**

Mr. Carroll then provided information to the members concerning the Dickinson Bayou Transition Zone for them to review for an upcoming workshop. This would include uses that would make this area more compatible with the Land Use Plan.

There was no further business to discuss at this time **and a motion was made by Gilbert Torres/Bert Dahl to adjourn. All members present voted aye.**

James Horan, Acting Chairman

Don Carroll, Secretary

ORDINANCE NO. 08-10

AN ORDINANCE AMENDING CHAPTER 40 OF THE CODE OF ORDINANCES OF THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, ALSO KNOWN AS THE ZONING ORDINANCE, BY REZONING FROM DISTRICT “A”, SINGLE FAMILY RESIDENTIAL, TO DISTRICT “S-P”, SITE PLAN, TO ERECT A 195 FOOT CELL TOWER, BEING THE WEST ONE-HALF OF THE SOUTH ONE-HALF OF LOT N, JONES SUBDIVISION, FIVE ACRES, LOCATED AT 11711 STROM ROAD, TEXAS CITY, GALVESTON COUNTY, TEXAS; ORDERING SAID CHANGES MADE ON THE CITY ZONING MAP; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; DISPENSING WITH THE CHARTER REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.

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

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

SECTION 1: That certain property located within the City of Texas City, being the West one-half (1/2) of the South one-half (1/2) of Lot N, Jones Subdivision, 5 acres, located at 11711 Strom Road, in Texas City, Galveston County, Texas, currently zoned as District “A” (Single Family Residential), is hereby rezoned and classified as District “S-P”, Site Plan, to erect a 195 foot cell tower.

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

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

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

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

PASSED AND ADOPTED the 19th day of March, 2008.

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

ATTEST:

APPROVED AS TO FORM:

Pam Lawrence
City Secretary

Robert Gervais
City Attorney

REZONING PUBLIC HEARING -CIMU PROPERTIES CITY COMMISSION AGENDA 2

Date: 03/19/2008

Submitted By: Jean Vincent, Inspections

Submitted For: Don Carroll

Department: Planning

Agenda Area: Regular Items

Information

ACTION REQUEST (Brief Summary)

A PUBLIC HEARING NEEDS TO BE SCHEDULED TO REZONE PROPERTY. City of Texas City to establish a Commercial Industrial/Mixed Use District for the Dickinson Bayou area on various properties as described below:

Metes and Bounds Description

CIMU ZONE

Area to be rezoned being a tract of land out of Blocks 82, 83, 84, 86, 87, and 88 of San Leon Farm Home Tracts more particularly described as follows:

Beginning at the intersection of the South Right-of-way line of Avenue T and the East right-of-way line of 29th Street;

Thence northerly along the East right-of-way line of 29th Street to the point of intersection with the East right-of-way line of F.M. 517;

Thence continuing northerly along the East right-of-way line of F.M. 517 to the Point of intersection with the South right-of-way line of Avenue R;

Thence easterly along the South right-of-way of Avenue R to the intersection with the centerline of 27th Street;

Thence continuing easterly along the South right-of-way of Avenue R a distance of 1400 feet, more or less, to the West right-of-way line of the unopened, street right-of-way of 26th Street;

Thence southerly along the West right-of-way line of 26th Street projecting into Dickinson Bayou to the intersection with the easterly projection of the South right-of-way line of Avenue T;

Thence westerly along the South right-of-way line of Avenue T and projection thereof to the Point of Beginning.

BACKGROUND

THIS REZONING REQUEST WAS PREVIOUSLY APPROVED BY THE ZONING COMMISSION ON FEBRUARY 5, 2008. THIS HAS BEEN WORKSHOPPED SINCE JULY OF 2007. SEE ATTACHED MEMO AND MINUTES FOR DETAILS.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact	
Attachments	
Link: <u>MEMODC</u>	
Link: <u>ZC</u>	
<u>MINUTES</u>	
Link: <u>LEGAL</u>	
<u>DESCRIPTION</u>	
Link: <u>Ord 08-11</u>	

Memorandum

To: Zoning Commission

From: Don Carroll, City Planner

Date: February 5, 2008

Re: CIMU Rezoning

This issue has been in the formulation workshop stages since 2007, as you may recall, the City annexed two large tracts in August of 2005 due to increased interests in developing several master planned communities in this area. The heightened scrutiny and subsequent land use studies have brought to the City's attention on-going problems in the context of regulating and enforcing its- Zoning Ordinance, its land use planning policies and related development programs. The rationale and nexus of why we have amended the Land Use Plan and Zoning Ordinance is clearly documented and articulated in our working files. Please reference letters to our legal expert / consultant- Peter Boecher , with Vernon Henry and Associates dated April 30, 2007. His response letter dated June 7th. Also reference the joint workshop minutes with the Planning Board and Zoning Commission held on July 17, 2007. Both documents provide specific details of the problems and opportunities that were associated with this formulation process. The aforementioned documents are also recommended to be included as part of these minutes for proper chronology and justification for the amendment to our Zoning Ordinance and map. This formulation process has been very transparent. We have met and discussed with several of the stake holders in the area several of the alternatives that were initially considered for recommendation. Several of the stake holders in turn, provided suggestions that were incorporated into the performance standards for this new zoning district designation. There have been several public hearings that have led to the revision of the land-use plan; the amendment to our Zoning Ordinance that now include the new Commercial / Industrial/Mixed Use District for this transitional area. The Zoning District Overlay recommendation is the last action step for closure that is required for this land-use formulation process.

ZONING COMMISSION MINUTES

February 5, 2008

The Zoning Commission for the City of Texas City met in a regularly scheduled meeting on Tuesday, February 5, 2008 at 5:15 p.m. Board members present were: Chairman Tom Medlin, Gilbert Torres, Yvonne Chatelain and Bert Dahl. Staff members present were: James McWhorter, Don Carroll, Doug Kneupper, Brian Falk, Larry Iles and Julie Morreale. Citizens present were: R.L. McAndlly, W.D. Dorsett, Regina Bush, Randy Rhodes, Roy Robinson, E. L. Oliver, W.W. Breathawit, Billy Weaver and Phillip R. Livingston.

Chairman Medlin welcomed everyone and explained the procedure for the Public Hearings.

APPROVAL OF MINUTES. The minutes from the January 15, 2008 meeting **were approved on a motion by Gilbert Torres/ Bert Dahl. All members present voted aye.**

ITEM NO. 1 City of Texas City requests to rezone various parcels of land to establish a Commercial Industrial/Mixed Use District for the Dickinson Bayou area being a tract of land out of Blocks 82, 83, 84, 86, 87 and 88 of the San Leon Farm Home Tracts. Mr. Carroll stated that 36 property owners were notified of the intent to rezone and to date no correspondence has been received in opposition to the request. Two certified letters were returned as undeliverable. Mr. Carroll then read the summary memo (attached) and the previous minutes regarding this rezoning issue(attached). Mr. Carroll stated this issue has been in formulation process/workshops since 2007. Mr. Carroll referred to letters from a legal expert consultant (attached) and joint workshop minutes from the Planning Board and Zoning Committee dated July 17, 2007. Mr. Carroll continued that there have been several public hearings leading to the revision of the Land Use Plan Amendment to the zoning ordinance that now includes the Commercial/Industrial Mixed Use District for this transitional area and this zoning district overlay recommendation is the last action step for closure that is required for this formulation process. **A motion to open the Public Hearing was made by Chairman Medlin/Yvonne Chatelain. All members present voted aye.** Mr. Livingston requested that Mr. Carroll generally describe the effectiveness of the proposed zoning change to the existing properties. Mr. Carroll read the zoning ordinance designation with the principle uses and performance standards. Mr. Robinson questioned property grand-fathered and what changes might occur due to the rezoning. Mr. Carroll stated that existing businesses would be allowed to continue as before the rezon

ing. Mr. Robinson continued stating concerns of the possible problems concerning resale he foresees after the rezoning is implemented. Mr. Carroll assured that the property would be allowed to continue the same uses even if sold. Mr. McWhorter stated the current zoning does not give flexibility to use of the property other than what it is currently zoned for and that this new zoning designation would allow the property to be opened for multi-types of use. Mr. Robinson stated that he was not opposed to the rezoning but felt the property owners were not thoroughly notified. Mr. Carroll stated that public hearing notices are posted in the city paper and certified letters are sent to property owners within 200 feet, to ensure the city is not in violation of the Zoning Enabling Statutes and has been posted on the city television channel and the city web link. Mrs. Bush asked, as a homeowner, what would the rezoning change for her property means. Mr. McWhorter stated that her property also was grand-fathered and there would be no changes for her property. **A motion was made by Bert Dahl/Gilbert Torres to close the Public Hearing. All members present voted aye.** There was no further discussion and **a motion was made by Bert Dahl/Gilbert Torres to approve the Rezoning of Blocks 82, 83, 84, 86, 87 and 88 of the San Leon Farm Home Tracts. All members present voted aye.** There was no further business to discuss at this time and **a motion was made by Chairman Medlin/Bert Dahl to adjourn. All members present voted aye.**

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Tom Medlin, Chairman

Don Carroll, Secretary

NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held before the Texas City Zoning Commission at 5:00 p.m. on Tuesday, February 5, 2008 in the Conference Room at City Hall Annex. The purpose of the Public Hearing is to hear citizens' opinion in favor of or in opposition to the City of Texas City rezoning requests.

REQUEST BY: City of Texas City to establish a Commercial Industrial/Mixed Use District for the Dickinson Bayou area on various properties as described below:

Metes and Bounds Description

CIMU ZONE

Area to be rezoned being a tract of land out of Blocks 82, 83, 84, 86, 87, and 88 of San Leon Farm Home Tracts more particularly described as follows:

Beginning at the intersection of the South Right-of-way line of Avenue T and the East right-of-way line of 29th Street;

Thence northerly along the East right-of-way line of 29th Street to the point of intersection with the East right-of-way line of F.M. 517;

Thence continuing northerly along the East right-of-way line of F.M. 517 to the Point of intersection with the South right-of-way line of Avenue R;

Thence easterly along the South right-of-way of Avenue R to the intersection with the centerline of 27th Street;

Thence continuing easterly along the South right-of-way of Avenue R a distance of 1400 feet, more or less, to the West right-of-way line of the unopened, street right-of-way of 26th Street;

Thence southerly along the West right-of-way line of 26th Street projecting into Dickinson Bayou to the intersection with the easterly projection of the South right-of-way line of Avenue T;

Thence westerly along the South right-of-way line of Avenue T and projection thereof to the Point of Beginning.

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

Respectfully,

Donald R. Carroll
City Planner

DRC:jv

DATED: January 7, 2008

ORDINANCE NO. 08-11

AN ORDINANCE AMENDING CHAPTER 40 OF THE CODE OF ORDINANCES OF THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, ALSO KNOWN AS THE ZONING ORDINANCE, BY REZONING, BY REZONING FROM DISTRICT “___”, (_____), TO “CIMU” (COMMERCIAL/INDUSTRIAL/MIXED USE), BEING A TRACT OF LAND OUT OF BLOCKS 82, 83, 84, 86, AND 88 OF SAN LEON FARM HOME TRACTS, IN TEXAS CITY, GALVESTON COUNTY, TEXAS; ORDERING SAID CHANGES MADE ON THE CITY ZONING MAP; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; DISPENSING WITH THE CHARTER REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.

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

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

SECTION 1: That certain property located within the City of Texas City, being a tract of land out of Blocks 82, 83, 84, 86, 87, and 88 of San Leon Farm Home Tracts in Texas City, Galveston County, Texas, be rezoned from ___, (_____) to CIMU, Commercial/Industrial/Mixed Use, to administratively correct the existing land use designation as more specifically described by metes and bounds in Exhibit “A” attached hereto and made a part hereof.

SECTION 2: That the City Engineer shall designate said changes from District “___” (_____), to “CIMU” (Commercial/Industrial/Mixed Use), as hereinabove provided on the original zoning map, as amended, and on the duplicate copy thereof kept in the Office of the City Planning Board.

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

remainder of this Ordinance.

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

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

PASSED AND ADOPTED the 19th day of March, 2008.

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

ATTEST:

APPROVED AS TO FORM:

Pam Lawrence
City Secretary

Robert Gervais
City Attorney

Budget amendment for the 9th/7th Street Improvements Project CITY COMMISSION AGENDA 2

Date: 03/19/2008
Submitted By: Cheryl Hunter, Finance
Submitted For: Cheryl Hunter
Department: Finance
Agenda Area: Regular Items

Information

ACTION REQUEST (Brief Summary)

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

BACKGROUND

A budget amendment is needed to provide funding for the engineering contract awarded to Claunch & Miller for the street improvements project on 9th Street (between 8th Avenue & 7th Avenue) and 7th Street (between 11th Avenue & 7th Avenue). This is the second phase of a multi-phase drainage improvements project to address flooding along 9th Avenue east of 10th Street. The engineering contract for this project totals \$528,000 and funding is available in the General Fund.

ANALYSIS

Budget Amendment is as follows:

General Fund (101) Public Works (301):	
101-301-55550-07023-9th/7th Street Project	\$528,000
101-000-79999-Undesignated Budget Balance	<\$528,000>

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:

Ord
08-12

ORDINANCE NO. 08-12

AN ORDINANCE AMENDING ORDINANCE NO. 07-32, ADOPTING THE 2007-2008 FISCAL YEAR BUDGET TO PROVIDE FUNDING FOR THE ENGINEERING CONTRACT AWARDED TO CLAUNCH & MILLER FOR THE STREET IMPROVEMENTS PROJECT ON 9TH STREET AND 7TH STREET; 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.

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

WHEREAS, a budget amendment is needed to provide funding for the engineering contract awarded to Claunch & Miller for the street improvement project on 9th Street (between 8th Avenue and 7th Avenue) and 7th Street (between 11th Avenue and 7th Avenue; and

WHEREAS, the improvements awarded is the second phase of a multi-phase drainage improvements project to address flooding along 9th Avenue east of 10th Street.

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

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

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

General Fund (101) Public Works (301)	
101-301-55550-07023-9th/7th Street Project	\$528,000.00
101-000-79999-Undesignated Budget Balance	<\$528,000.00>

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

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

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

PASSED AND ADOPTED this 19th day of March, 2008.

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

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney

Budget amendment to provide funding for engineering fees for the Amburn Road Project.

CITY COMMISSION AGENDA 2

Date: 03/19/2008
Submitted By: Cheryl Hunter, Finance
Submitted For: Cheryl Hunter
Department: Finance
Agenda Area: Regular Items

Information

ACTION REQUEST (Brief Summary)

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

BACKGROUND

A budget amendment is needed to provide funding for engineering fees for the Amburn Road paving improvement project. This project will be included in Galveston County's upcoming \$75 million bond election for Road Bond Funds. The City will have the engineering complete and be in a position to be one of the first projects funded with this issue. The engineering contract totals \$480,000 and funds are available in the General Fund.

ANALYSIS

Budget amendment is as follows:

General Fund (101) Public Works (301):

101-301-55550-07022-Amburn Road	\$480,000
101-000-79999-Undesignated Budget Balance	<\$480,000>

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:
Ord
08-13

ORDINANCE NO. 08-13

AN ORDINANCE AMENDING ORDINANCE NO. 07-32, ADOPTING THE 2007-2008 FISCAL YEAR BUDGET TO PROVIDE FUNDING FOR THE AMBURN ROAD PAVING IMPROVEMENT PROJECT; 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.

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

WHEREAS, a budget amendment is needed to provide funding for engineering fees for the Amburn Road paving improvement project; and

WHEREAS, the improvement project will be included in Galveston County's upcoming \$75 million bond election for Road Bond Funds.

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

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

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

General Fund (101) Public Works (301)	
101-301-55550-07022-Amburn Road	\$480,000.00
101-000-79999-Undesignated Budget Balance	<\$480,000.00>

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

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

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

PASSED AND ADOPTED this 19th day of March, 2008.

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

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney