

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

*** * AGENDA * ***

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

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS AND PRESENTATIONS**
- 4. CONSENT AGENDA**
 - a. Consider approval of the minutes from the November 5, 2008 City Commission meeting.
 - b. Consider approval of **Resolution No. 08-099** declaring six vehicles as **surplus**; authorizing the sale of said vehicles. (Purchasing Dept.)
 - c. Consider approval of **Resolution No. 08-095** awarding the bid for the **purchase and delivery of 15** 2009 Model Black and White **Police Cars**. (Purchasing Dept.)
 - d. Consider approval of **Resolution No. 08-096** authorizing the **purchase and delivery one 2009 International 7400 4x2 Chassis** through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program. (Purchasing Dept.) ,
 - e. Consider approval of **Resolution No. 08-097** authorizing the **purchase of one 2009 GapVax MC-1005 Combination Jet/Vacuum Machine** through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program. (Purchasing Dept.)
 - f. Consider approval of **Resolution No. 08-098** authorizing the **purchase of one 2009 New Holland 2wd Tractor and one Alamo 23' A Boom Lever Control** through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program. (Purchasing Dept.)
 - g. Consider approval of **Resolution No. 08-094** authorizing the Mayor to enter into a **Purchase and Sale Agreement and Lease Agreement with Texas City Independent School District for the lease of Robinson Stadium** (Mayor)
- 5. REGULAR ITEMS**
 - a. Consider approval of **Ordinance No. 08-45** abandoning **Cherry Lane right-of-way** located at 1700 Hwy 146 N. being Lots 1, 5, and 6, Block 2, Subdivision E of Kohfeldt's Resubdivision of the James Smith Survey, Texas City, Texas. (Planning Dept.)

- b. Consider approval of **Ordinance No. 08-46 amending the City of Texas City Code of Ordinances**, by adding *Article II, The Grease Trap and Grease Interceptor Program* and adding *Article III, The Backflow Prevention Program* relating to water and sewer operations.
- c. Consider approval of **Ordinance No. 08-47 amending the City of Texas City Code of Ordinances**, *Chapter 122 (Utilities), Article III, Rates, Charges and Special Considerations* relating to water and sewer operations. (Utilities Dept.)
- d. Consider approval of the **second reading of Ordinance No. 08-43 amending the City of Texas City Code of Ordinance** by including text requiring adherence to the **Brick Masonry Ordinance Provision**.

6. **PUBLIC COMMENTS**

7. **MAYOR'S COMMENTS**

8. **COMMISSIONERS' COMMENTS**

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

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

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

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

DATED: November 14, 2008

4.a.

November 5, 2008 City Commission Minutes
CITY COMMISSION AGENDA 2

Date: 11/19/2008

Submitted By: Pam Lawrence, Administration

Department: Administration

Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Consider approval of the minutes from the November 5, 2008 City Commission meeting.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link: [November 5, 2008](#)
[City Commission Minutes](#)

REGULAR CALLED CITY COMMISSION MEETING

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

**WEDNESDAY, NOVEMBER 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, November 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 Matthew T. Doyle; Commissioners: Tommy Clark, Dee Ann Haney, Dedrick Johnson, Mike Land, Donald Singleton and John W. Wilson.

The **Mayor** called upon **Pastor Deborah Proctor, St. John's United Methodist Church**, to offer the **Invocation**. The Mayor thanked Pastor Proctor for her attendance and offering the invocation. **Commissioner Johnson** led all present in the **recitation of the Pledge of Allegiance**.

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

PROCLAMATIONS AND PRESENTATIONS

The **Mayor** made the following **presentations**:

The **Mayor presented a PROCLAMATION** to the Regency Hospice declaring the **month of November as National Hospice Care Month in Texas City, Texas**. Lisa Testa accepted the proclamation on behalf of the Regency Hospice Center. The certificate read as follows:

P r o c l a m a t i o n

I, Mayor of the City of Texas City, Texas, do hereby proclaim November, 2008 as

National Hospice Care Month

Whereas, last year, more than 1.2 million Americans living with life-limiting illness, and their families, received care from the more than 4,100 hospice and palliative care programs in communities throughout the United States; and

Whereas, more than 400,000 trained volunteers contribute 18 million hours of service to the Hospice program annually; and

Whereas, providing high-quality Hospice and palliative care reaffirms our belief in the essential dignity of every person, regardless of age, health, or social status, and that every stage of human life deserves to be treated with the utmost respect and care.

Now, therefore, be it resolved that I, Matthew T. Doyle, Mayor of the City of Texas City am proud to honor the Regency Hospice Care Team providers during the month of November. This year's theme "Hope, Dignity, Love...It must be hospice" reminds us that the care provided by Hospice brings hope to help people live life as fully as possible, offers dignity when there is not a cure and surrounds families with love at one of life's most challenging times.

The Mayor also presented a **PROCLAMATION** to the **Texas City Day Nursery**. Marjorie Grady and members of the Church Women United accepted the proclamation on behalf of the Texas City Day Nursery. The certificate read as follows:

Texas City Day Nursery

The 50th Anniversary of the Texas City Day Nursery. Chartered on November 13, 1958 by the Church Women United of Texas City, the Texas City Day Nursery continues to provide excellent, affordable, dependable child care for local parents. The City of Texas City salutes you and congratulates you on your anniversary and appreciates all the volunteers and local businesses who support the Texas City Day Nursery.

PUBLIC HEARING

- a. Public Hearing to consider the City of Texas City's proposed amendment to the Zoning Ordinance adding text requiring adherence to the Brick Masonry Ordinance Provision. (Transportation and Planning Dept.)

Don Carroll, City Planner, reported that this is a request for an amendment to the Zoning Ordinance to include text requiring adherence to the Brick Masonry Ordinance Provision which was approved by the Zoning Commission on September 2, 2008. This was also work shopped with the Planning Board. There were no controversial issues associated with the request. There was no one present to speak in opposition to the request. After reviewing the information presented, the Zoning Commission members present unanimously voted to recommend approval of this request. Mr. Carroll read the items that were to be included in the Zoning Ordinance:

(h) to include text requiring adherence to the Brick Masonry Ordinance Provision.

AMENDING SECTION 40-38. District F, Light Industrial

(h) Building regulations. Each exterior facade elevation for all floors shall consist of a minimum of 80% brick, stone, or masonry exclusive of doors, windows and window walls unless otherwise approved by the Planning Board (reference Article III, Section 40-62).

AMENDING SECTION 40-40. District F-1, Outdoor Industrial

(h) Building regulations. Each exterior facade elevation for all floors shall consist of a minimum of 80% brick, stone, or masonry exclusive of doors, windows and window walls unless otherwise approved by the Planning Board (reference Article III, Section 40-62).

Referring to Section 40-62, which is an appeals process, Mr. Carroll explained that if the developer can find an alternative material that is acceptable to the Planning Board they have an opportunity to get away from the strict adherence to the provisions. They have to have 80% brick, stone, or masonry, exclusive of doors, windows, window walls unless otherwise approved by the Planning Board.

Commissioner Clark inquired if these areas District F and F-1 were included in the green belt and overlay zone; we are going to require all those buildings to have 80% masonry. Mr. Carroll replied yes, unless they can provide an alternative that is approved by the Planning Board. This is only required for light industry.

Commissioner Johnson questioned whether the variances have limitations - can it vary from 80% to 50%. Mr. Carroll replied no, we are not going to relax the percentage requirement what we are looking at is the material; what the planning board is looking at is if it is going to be a suitable material. When we formulate the brick ordinance we were aspiring to raise the urban design standards. Commissioner Clark asked if that was for platted communities. Mr. Carroll responded that it started off with residential and commercial and now we morphed into light industrial.

Commissioner Singleton made a MOTION to CLOSE the PUBLIC HEARING; the motion was SECONDED by Commissioner Haney. All present voted AYE. MOTION CARRIED.

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

Commissioner Land requested that item f., *Consider approval of Resolution No. 08-088 authorizing the purchase and delivery of one (1) 2009 Ford F750 Cab and Chassis through the Texas Association of School Board (TASB), a Texas Local Government Purchasing Cooperative*, and item b., *Consider approval of Resolution No. 08-084 authorizing the purchase and delivery of two (2) 2009 7400 6X4 Single Axle Dump Trucks through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program*, be pulled for further discussion.

- a. Consider approval of the **Minutes** from the October 15, 2008 Regular Called City Commission Meeting.
- b. Consider approval of **Resolution No. 08-091** awarding the annual contract for the purchase of Recycled Crushed Concrete. (Purchasing Dept.)

RESOLUTION NO. 08-091

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

- c. Consider approval of **Resolution No. 08-090** awarding the annual contract for the Control System Maintenance and Repairs. (Purchasing Dept.)

RESOLUTION NO. 08-090

A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR CONTROL SYSTEM MAINTENANCE AND REPAIRS WITH O'DAY INSTRUMENTS, LLC; AND PROVIDING THAT THIS

RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

- d. Consider approval of **Resolution No. 08-086** awarding the annual contract for Electrical Supplies. (Purchasing Dept.)

RESOLUTION NO. 08-086

A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO ANNUAL CONTRACT WITH CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. FOR ELECTRICAL SUPPLIES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

- e. Consider approval of **Resolution No. 08-87** awarding the annual contract for the purchase of Light Bulbs and Ballasts. (Purchasing Dept.)

RESOLUTION NO. 08-087

A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO ANNUAL CONTRACT WITH CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. FOR LIGHT BULBS AND BALLASTS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

- h. Consider approval of **Resolution No. 08-092** authorizing the Mayor to execute an application for the Texas Traffic Safety STEP 2009 SPEED Grant for the Police Department. (Police Dept.)

RESOLUTION NO. 08-092

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE AN APPLICATION TO APPLY FOR THE TEXAS TRAFFIC SAFETY STEP 2009 SPEED GRANT FOR THE TEXAS CITY POLICE DEPARTMENT; AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENTATION NECESSARY TO SUBMIT SAID GRANT APPLICATION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

- i. Consider approval of **Resolution No. 08-089** accepting the FY 2008/2009 Loan Star Libraries Grant from the Texas State Library and Archives Commission awarded to City of Texas City Moore Memorial Public Library. (Library)

RESOLUTION NO. 08-089

A RESOLUTION ACCEPTING THE LONE STAR LIBRARIES GRANT FOR \$13,713 FROM THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION THAT WAS AWARDED TO THE CITY OF TEXAS CITY FOR 2008-09; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

- j. Consider approval of **Resolution No. 08-085** authorizing the Mayor to execute documents associated with the application and award of a grant from the BP Foundation for designated parks and recreation purposes. (Mayor)

RESOLUTION NO. 08-085

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS ASSOCIATED WITH THE APPLICATION AND AWARD OF A GRANT FROM THE BP FOUNDATION FOR DESIGNATED PARKS AND RECREATION PURPOSES; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

- k. Consider approval of **Resolution No. 08-093** authorizing the Mayor to execute a contract with BP Amoco Chemical Company through which BP will donate to the costs for the engineering and construction of sewer system extensions; authorizing the Mayor to execute an engineering contract for the construction of the sewer extensions. (Utilities Dept.)

RESOLUTION NO. 08-093

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BP AMOCO CHEMICAL COMPANY REGARDING THE ENGINEERING AND CONSTRUCTION OF SEWER SYSTEM EXTENSIONS; AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HDR CLAUNCH & MILLER TO PERFORM THE ENGINEERING OF THE SEWER EXTENSIONS, WITH COSTS TO BE REIMBURSED BY BP; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

Commissioner Singleton made a MOTION to APPROVE the CONSENT AGENDA items a., b., c., d., e., h., i., j., and k.; the motion was SECONDED by Commissioner Wilson. All present voted AYE. MOTION CARRIED.

- f. Consider approval of **Resolution No. 08-088** authorizing the purchase and delivery of one (1) 2009 Ford F750 Cab and Chassis through the Texas Association of School Board (TASB), a Texas Local Government Purchasing Cooperative. (Purchasing Dept.)

Addressing both items, Commissioner Land questioned the cost of line items – Floor Plan and Lot Insurance; he asked why that was included in the cost for these vehicles. Mr. Kessler, Director of Public Works, answered that those costs are always included in the sale of vehicles; he added that he would call and get an answer to the Commissioner's question.

RESOLUTION NO. 08-088

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF ONE (1) 2009 FORD F750 CAB AND CHASSIS THROUGH TEXAS ASSOCIATION OF SCHOOL BOARD (TASB), A TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, FOR THE UTILITIES WATER DISTRIBUTION DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

- g. Consider approval of **Resolution No. 08-084** authorizing the purchase and delivery of two (2) 2009 7400 6X4 Dual Axle Dump Trucks through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program. (Purchasing Dept.)

RESOLUTION NO. 08-084

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF TWO (2) 2009 7400 6X4 SINGLE AXLE DUMP TRUCKS, THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING PROGRAM, FOR THE PUBLIC WORKS BUILDING MAINTENANCE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

Commissioner Land made a MOTION to APPROVE items f. and g. of the CONSENT AGENDA; the motion was SECONDED by Commissioner Haney. All present voted AYE. MOTION CARRIED.

REGULAR ITEMS

- a. Consider approval of the **first reading** of **Ordinance No. 08-43** amending the Code of Ordinances, City of Texas City, by including text requiring adherence to the Brick Masonry Ordinance Provision. (Planning Dept.)

ORDINANCE NO. 08-43

AN ORDINANCE AMENDING APPENDIX "A" ZONING, SECTION 40-38 AND 40-40 OF THE CODE OF ORDINANCES OF THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, ALSO KNOWN AS THE ZONING ORDINANCE; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR THE READING OF THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.

Commissioner Wilson made a MOTION to APPROVE the FIRST READING of Ordinance No. 08-43 amending the Code of Ordinances, City of Texas City, by including text requiring adherence to the Brick Masonry Ordinance Provision; the motion was SECONDED by Commissioner Haney. Commissioner Clark and Commissioner Johnson voted NAY. Mayor Doyle, Commissioner Singleton, Commissioner Wilson, Commissioner Haney, Commissioner Land voted AYE. MOTION CARRIED.

- b. Consider approval of **Ordinance No. 08-44** amending the 2008-2009 fiscal year budget to provide funding for the Sanitary Sewer Extension to BP Amoco Company Facility project, which will be reimbursed and donated by BP Amoco. (Finance Dept.)

A budget amendment is needed to provide funding for the Sanitary Sewer Extension to BP Amoco Company Facility project. As outlined in Resolution 08-093, expenses for the project, which total \$492,200 will be reimbursed and donated by BP Amoco. Information regarding the details of this project can be found with Resolution 08-093.

ORDINANCE NO. 08-44

AN ORDINANCE AMENDING ORDINANCE NO. 08-37, ADOPTING THE 2008-2009 FISCAL YEAR BUDGET TO PROVIDE FUNDING FOR THE ENGINEERING AND CONSTRUCTION OF THE SANITARY SEWER EXTENSION TO BP AMOCO COMPANY FACILITY PROJECT, OUTLINED IN RES. 08-093; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE

AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK AND THE STATE COMPTROLLER'S OFFICE; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

Commissioner Wilson made a MOTION to APPROVE Ordinance No. 08-44 amending the 2008-2009 fiscal year budget to provide funding for the Sanitary Sewer Extension to BP Amoco Company Facility project, which will be reimbursed and donated by BP Amoco; the motion was SECONDED by Commissioner Singleton. All present voted AYE. MOTION CARRIED.

PUBLIC COMMENTS

None.

MAYOR'S COMMENTS

Important dates:

November 9th the Veterans Day Program will be held at 3:00 p.m. at the Rotary Pavilion.

November 13th the CAC Meeting will be held at 5:30 p.m. at the Nessler Center

November 16th Taste of the Town will be held at 6:30 p.m. at the Mall of the Mainland.

November 19th Foundation for the Future will be held at 7:00 p.m. at the Convention Center.

December 3rd Youth In Government will be held.

COMMISSIONERS' COMMENTS

Having no further business, Commissioner Wilson made a MOTION to ADJOURN at 5:25 p.m.; the motion was SECONDED by Commissioner Land. All present voted AYE. MOTION CARRIED.

MATTHEW T. DOYLE, MAYOR

ATTEST:

Pamela A. Lawrence, City Secretary

pal: 11-07-2008

Surplus Vehicles

CITY COMMISSION AGENDA 2

Date: 11/19/2008
Submitted By: Carla Costello, Police Department
Submitted For: Rita Williams
Department: Purchasing
Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Approval to declare items surplus property to the needs of the City and to be sold, auctioned or disposed of. The items are:

1990 Ford F-250 Truck
 1996 Ford F-150 Truck
 (2) 2000 Crown Victoria
 1995 GMC 1 Ton Flatbed
 1994 Ford E-350 Van
 1995 Black Cadillac Fleetwood (*funds received from sale of this vehicle must be used for law enforcement purposes*)

BACKGROUND

The items are no longer being used by the departments and is consuming storage and/or space.

The 1995 Black Cadillac Fleetwood, VIN/1G6DW52P1SR710646, Texas License Plate 207ZNS, was awarded to the Police Department on June 24, 2008, Cause 08CV0005. This vehicle was seized as Contraband as defined by Texas Code of Criminal Procedure, approximate value of the vehicle is \$8,000.00. Funds received from sale of this vehicle must be used for law enforcement purposes, and would be credited to the Police Department's Drug Confiscation Fund. A copy of Award is attached.

ANALYSIS

It is my recommendation to declare items listed as surplus property and to be sold, auctioned or disposed of.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link: Res
08-099

Link:

95cadillac

RESOLUTION NO. 08-099

A RESOLUTION DECLARING USED CITY VEHICLES AS SURPLUS PROPERTY AND A 1995 CADILLAC SEIZED BY THE POLICE DEPARTMENT AS CONTRABAND AND AUTHORIZING THE CITY TO SELL AND/OR DISPOSE OF THE VEHICLES AS PROVIDED BY LAW; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the following vehicles are no longer being used by the City, are consuming storage and/or space, and need to be declared as surplus and sold at public auction or otherwise disposed of: 1990 Ford F250; 1996 Ford F150; (2) 2000 Crown Victoria; 1995 GMC 1-ton flatbed; 1994 Ford E350 Van; and

WHEREAS, the Police Department seized as contraband a 1995 Black Cadillac Fleetwood, VIN 1G6DW52P1SR710646, Texas License Plate 207ZNS. This vehicle was awarded to the Police Department in Cause No. 08CV0005, *The State of Texas v. a 1995 Black Cadillac Fleetwood VIN 1G6DW52P1SR710646, Tx Lic Plate #207ZNS*, In the 56th Judicial District Court of Galveston County, Texas, on June 24, 2008, with an approximate value of \$8,000.00.

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

SECTION 1: That the following City vehicles be declared as surplus and sold at public auction or otherwise disposed of: 1990 Ford F250; 1996 Ford F150; (2) 2000 Crown Victoria; 1995 GMC 1-ton flatbed; 1994 Ford E350 Van; and

SECTION 2: That the 1995 Black 1995 Cadillac Fleetwood, VIN #1G6DW52P1SR710646, awarded to the Police Department, as set out in the attached Court Order, be declared surplus and be liquidated and disposed of either through auction, sale or through disposal. All funds received from any auction or sale must be used for law enforcement purposes, and are to be credited to the Police Department's Drug Confiscation Fund.

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 November, 2008.

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

ATTEST:

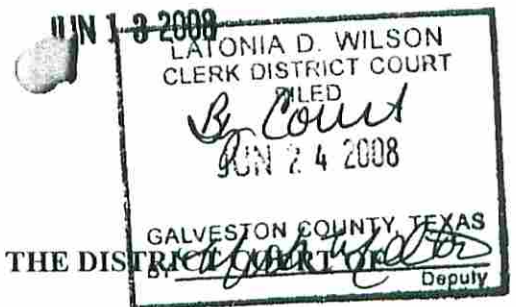
APPROVED AS TO FORM:

Pam Lawrence
City Secretary

Robert Gervais
City Attorney

Rec'd
Petal Wood
10-21-08

CAUSE NO. 08CV0005



THE STATE OF TEXAS

IN THE DISTRICT COURT OF
GALVESTON COUNTY

V.

56TH JUDICIAL DISTRICT

A 1995 BLACK CADILLAC
FLEETWOOD, VIN #
1G6DW52P1SR710646, TX LIC
PLATE # 207ZNS

ORDER PURSUANT TO SETTLEMENT AGREEMENT

It appearing to the Court that on 1/3/2008, the State of Texas, by and through her Criminal District Attorney, filed a Notice of Seizure and Intended Forfeiture to forfeit A 1995 BLACK CADILLAC FLEETWOOD, VIN # 1G6DW52P1SR710646, TX LIC PLATE # 207ZNS, pursuant to Chapter 59 of the Texas Code of Criminal Procedure, the Court, after consideration of the law, pleadings, and the announced settlement agreement, finds that:

I.

CARLOS ORTEGA is the sole claimant and interest holder in this cause.

II.

The said A 1995 BLACK CADILLAC FLEETWOOD, VIN # 1G6DW52P1SR710646, TX LIC PLATE # 207ZNS is contraband as defined by Chapter 59 of the Texas Code of Criminal Procedure.

THEREFORE, the Court, with the agreement and consent of CARLOS ORTEGA, his attorney, and the attorney for the State, hereby orders that, upon entry of final judgment in this case, the said A 1995 BLACK CADILLAC FLEETWOOD, VIN # 1G6DW52P1SR710646, TX LIC PLATE # 207ZNS, which was in the possession of CARLOS ORTEGA and was registered to and owned by CARLOS ORTEGA at the time of its seizure, shall be released in accordance with the provisions of Article 59.06 of the Texas Code of Criminal Procedure and of this agreed order, the

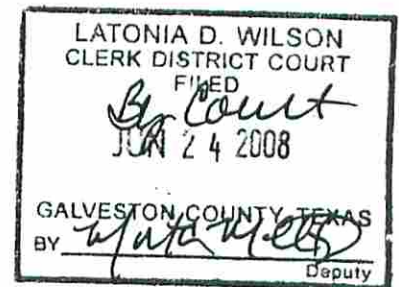
terms of which shall be as follows:

The said A 1995 BLACK CADILLAC FLEETWOOD, VIN # 1G6DW52P1SR710646, TX LIC PLATE # 207ZNS, shall be forfeited and its title transferred to the TEXAS CITY POLICE DEPARTMENT, and said vehicle or any proceeds from the sale of said vehicle shall be used by the TEXAS CITY POLICE DEPARTMENT solely for law enforcement purposes as set out in a budget submitted by the said law enforcement agency to its governing body in accordance with Article 59.06 of the Texas Code of Criminal Procedure.

All relief not expressly granted herein is hereby denied.

Signed and Entered on this the 24 day of June, A.D., 2008.

[Signature]
JUDGE PRESIDING
56TH District Court
Galveston County, Texas



COPY

I, Latonia D. Wilson, District Clerk and Custodian of Records for District Courts of Galveston, County, Texas do hereby certify that the foregoing is a true and correct copy of the original record, now in my lawful custody and filed in this office on the 24th day of June 2008 witness my official hand and seal of office this 16th day of October 2008
LATONIA D. WILSON, DISTRICT CLERK
Galveston County, Texas
By [Signature] Deputy

**BID # 2009-187 Fifteen (15) 2009 Model Black and White Police Cars
CITY COMMISSION AGENDA 2**

Date: 11/19/2008

Submitted By: Rita Williams, Purchasing

Department: Purchasing

Agenda Area: Consent

Information**ACTION REQUEST (Brief Summary)**

Approve and award Bid # 2009-187 for the purchase and delivery of fifteen (15) 2009 Model Black and White Police Cars.

BACKGROUND

On October 16, 2008, ten (10) bid packets were mailed to area vendors. A bid tabulation is attached for your review. Funds are available in the Police Department Capital Equipment Replacement Fund.

Bids opened Friday, October 31, 2008 at 2:00 p.m.

ANALYSIS

The low responsible bid meeting all specifications was received from Helfman Ford, in Stafford, for the total bid amount of \$323,175.00. The unit price per vehicle is \$21,545.00 and the estimated delivery is up to 120 days.

It is my recommendation to award the purchase and delivery of the fifteen (15) Police Cars to Helfman Ford for the total bid amount of \$323,175.00.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:

Res
-08-095

Link:

Exhibit A

RESOLUTION NO. 08-095

A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE AND DELIVERY OF FIFTEEN (15) BLACK & WHITE 2009 MODEL POLICE CARS FOR THE POLICE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on October 16, 2008, ten (10) bid packets were mailed to area vendors for the purchase and delivery of fifteen (15) Black & White 2009 Model Police Cars for the Police Department, Bid No. 2009-187; and

WHEREAS, bids opened on Friday, October 31, 2008, and the lowest bid received meeting all specifications was received from Helfman Ford.

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 fifteen (15) Black & White 2009 Model Police Cars for the Police Department, Bid No. 2009-187, is Helfman Ford.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Helfman Ford for the purchase and delivery of fifteen (15) Black & White 2009 Model Police Cars for the Police Department, Bid No. 2009-187, 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 November, 2008.

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

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney

BID TABULATION

BID #2009-187

Fifteen (15) Black & White 2009 Model Police Cars

Bid Opening: Friday, October 31, 2008 @ 2:00 p.m.

Vendor	Total Bid	Delivery
Helfman Ford Stafford, Texas	15 X \$21,545.00 = \$323,175.00	Up to 120 days
Philpott Motors Ltd. Nederland, Texas	15 X \$21,804.00 = \$327,060.00	90-100 days
Planet Ford Caldwell, Texas	15 X \$21,811.00 = \$327,165.00	Up to 120 days
Tommy Vaughn Motors Inc. Houston, Texas	15 X \$21,870.00 = \$328,050.00	75-90 days
McRee Ford Dickinson, Texas	15 X \$21,903.11 = \$328,546.65	75-100 days
Grand Prairie Ford Grand Prairie, Texas	15 X \$22,563.00 = \$338,445.00	60-90 days
Caldwell Country Caldwell, Texas	15 X \$23,656.00 = \$354,840.00	60-90 days
Rogers Dodge Alvin, Texas	15 X \$24,475.00 = \$367,125.00	90-150 days
Mc Kinney Dodge, Inc. Mc Kinney, Texas	15 X \$24,730.30 = \$370,954.50	90-120 days
Lawrence Marshall Hempstead, Texas	15 X \$26,500.00 = \$397,500.00	180 days
Cook Ford Texas City, Texas	NO BID	-----

2009 International 7400 4x2 Chassis CITY COMMISSION AGENDA 2

Date: 11/19/2008

Submitted By: Rita Williams, Purchasing

Department: Purchasing

Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Approve the purchase and delivery one (1) 2009 International 7400 4x2 Chassis through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, for the total contract price of \$77,850.00.

The delivering dealer is Santex Truck Center in San Antonio.

BACKGROUND

The equipment will be utilized by the Public Works Department to clean out the storm sewer system. Funds are available the the Capital Equipment Replacement Fund - Street & Bridge Department.

The contract pricing worksheet is attached for your review.

ANALYSIS

It is my recommendation to award the purchase and delivery of one (1) 2009 International 7400 4x2 Chassis, through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, for the total contract price of \$77,850.00.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:

Res
08-096

Link:

Exhibit A

RESOLUTION NO. 08-096

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF ONE (1) 2009 INTERNATIONAL 7400 4 x 2 CHASSIS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING PROGRAM FOR THE PUBLIC WORKS DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Purchasing Coordinator is recommending the City purchase one (1) International 7400 4 X 2 Chassis through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program for the Public Works Department; and,

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 purchase and delivery by Santex Truck Center, San Antonio, Texas, of one (1) International 7400 4 x 2 Chassis through the Houston-Galveston Area Council (H-GAC) Cooperative for the Public Works Department, for a total price of \$77,850.00, as set out on the attached Exhibit "A" and made a part hereof for all intents and purposes.

SECTION 2: That the Mayor is hereby authorized to negotiate and execute any documentation necessary for the purchase and delivery of one (1) International 7400 4 x 2 Chassis through the Houston-Galveston Area Council (H-GAC) for the Public Works Department for an amount not to exceed Seventy Seven Thousand Eight Hundred and Fifty and No/100 Dollars (\$77,850.00).

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 November, 2008.

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

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES only

Contract
No.:

HT11-07

Date
Prepared:

10 22 08

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	Texas City TX	Contractor:	Santex Truck Center
Contact Person:	David Reeves	Prepared By:	Jeff D. Johnson
Phone:	409-682-6784	Phone:	800 373-8370
Fax:		Fax:	210 661-0226
Email:	dreeves@texas-city-tx.org	Email:	jjoilrig@aol.com Jjohnson@santextrucks.com

Product Code:	HL	Description:	2009 International 7400 4x2
---------------	----	--------------	-----------------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 47165

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1GBP Frame reinforcement C Channel	1158	1WDT Front Frame extension 20"	436
2AEW 20,000# front axle upgrade	2312	3ACS Front suspension 20K#'s	293
4EBT Air Dryer for Brake system	515	8GDP 130 amp alternator	232
8RJV AM/FM radio	331	8WSM Body circuits 6 pak of switches	455
12NSJ Engine upgrade 310HP MaxxForce9	4496	13ALZ Allison Auto transmission 3000RDS	8343
13WAW Oil cooler auto transmission	653	14AHK 26,000# rear axle upgrade	2240
14SAL 31,000# rear suspension	299	15DMW 2.50 Gallon aluminum fuel tanks	848
16JNT Air ride drivers seat	186		
16WKB A/C	806	27DRB Front 12" wheels to handle 20K axle	719
		Subtotal From Additional Sheet(s):	
		Subtotal B:	24322

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Customer required options Brakes frame and electrical	5475	Prep at dealership CVI Inspection	288
		Subtotal From Additional Sheet(s):	
		Subtotal C:	5763

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

8%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	77250	=	Subtotal D:	77250
-------------------	---	--------------------------	-------	---	-------------	-------

E. H-GAC Fee Calculation (From Current Fee Tables)

Subtotal E: 600

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:

G. Total Purchase Price (D+E+F):

77850

2009 GapVax MC-1005 Combination Jet/Vacuum Machine CITY COMMISSION AGENDA 2

Date: 11/19/2008

Submitted By: Rita Williams, Purchasing

Department: Purchasing

Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Approve the purchase of one (1) 2009 GapVax MC-1005 Combination Jet/Vacuum Machine through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, for the total contract price of \$176,063.00.

The delivering dealer is Gap Vax Inc., in Houston.

BACKGROUND

The equipment will be utilized by the Public Works Department to clean out the storm sewer system. Funds are available in the Capital Equipment Replacement Fund - Street & Bridge Department.

The contract pricing worksheet is attached for your review.

ANALYSIS

It is my recommendation to award the purchase of one (1) 2009 GapVax MC-1005 Combination Jet/Vacuum Machine through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, for the total contract price of \$176,063.00

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:

Res
08-097

Link:

Exhibit A

RESOLUTION NO. 08-097

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF ONE (1) 2009 GAPVAX MC-1005 COMBINATION JET/VACUUM MACHINE THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING PROGRAM FOR THE PUBLIC WORKS DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Purchasing Coordinator is recommending the City purchase one (1) 2009 GapVax MC-1005 Combination Jet/Vacuum Machine through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program for the Public Works Department; and,

WHEREAS, this equipment is to be utilized by the Public Works Department to clean out the storm sewer system; and

WHEREAS, funds are available in the Capital Equipment Replacement Fund – Street & Bridge Department.

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 purchase and delivery of one (1) 2009 GapVax MC-1005 Combination Jet/Vacuum Machine through the Houston-Galveston Area Council (H-GAC) Cooperative for the Public Works Department, for a total price of \$176,063.00, as set out on the attached Exhibit “A” and made a part hereof for all intents and purposes.

SECTION 2: That the Mayor is hereby authorized to negotiate and execute any documentation necessary for the purchase and delivery of one (1) 2009 GapVax MC-1005 Combination Jet/Vacuum Machine through the Houston-Galveston Area Council (H-GAC) for the Public Works Department for an amount not to exceed One Hundred Seventy Six Thousand Sixty Three and No/100 Dollars (\$176,063.00).

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 November, 2008.

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

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract
No.:

SC01-08

Date
Prepared:

10/30/2008

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	City of Texas City	Contractor:	GapVax Inc.
Contact Person:	David Reeves	Prepared By:	Jim Schweitzer
Phone:	409-682-6784	Phone:	713-201-2634
Fax:		Fax:	
Email:	dreeves@texas-city-tx.org	Email:	jims@gapvax.com

Product Code:	B009	Description:	GapVax MC-1005
---------------	------	--------------	----------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$143,520.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
450 GPM pump off	\$4,675.00	Boom Light	\$550.00
Purge Valve at Drain	\$325.00	Additional Boom Light	\$100.00
Ladder at Inspection Port	\$1,650.00	Extra Tool Box 30"Wx18"Tx24"D	\$615.00
Splash Shield	\$650.00	Arrow Stick	\$975.00
Liquid level indicator	\$475.00	Low Water Light & Alarm	\$800.00
Front & Rear Tow Hooks	\$560.00		
24" Stand pipe for pump off system	\$325.00		
Front & Rear Strobes	\$500.00		
Additional Front Strobe	\$250.00		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	12450

C. Unpublished Options - Itemize below - Attach additional sheet if necessary

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Front Bumper	\$555.00	Fill Hose	\$190.00
Leader Hose	\$175.00	Hydrant Wrench/Manhole Hook	\$250.00
Rear Hose Drain Rack	\$175.00	Ball & Socket Vacuum Tubing	\$625.00
Upgrade to 7 Yard Debris Tank	\$3,875.00	Upgraded PTO	1975
ECM Modifications	\$4,450.00	Subtotal From Additional Sheet(s):	
Materials Surcharge	\$3,923.00	Subtotal C:	16193

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

10%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	172163	=	Subtotal D:	172163
-------------------	---	--------------------------	--------	---	-------------	--------

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
Delivery	\$3,900.00		
		Subtotal E:	3900

Delivery Date: 180-240 Days ARO

F. Total Purchase Price (D+E):

176063

2009 New Holland 2wd Tractor and Alamo 23' A Boom Lever Control CITY COMMISSION AGENDA 2

Date: 11/19/2008

Submitted By: Rita Williams, Purchasing

Department: Purchasing

Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Approve the purchase of one (1) 2009 New Holland 2wd Tractor - \$28,473.00 and one (1) Alamo 23' A Boom Lever Control - \$44,197.12 through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, for the total contract price of \$72,670.12.

The delivering dealer is Lansdowne-Moody Company, LP, in Houston.

BACKGROUND

The equipment will be utilized by the Public Works - Building Maintenance Department. Funds are available in the Capital Equipment Replacement Fund - Street & Bridge.

The two contract pricing worksheets are attached for your review and show a Special Discount of \$7,500.00 trade-in of a 1996 John Deere Slope Mower.

ANALYSIS

It is my recommendation to award the purchase and delivery of one (1) 2009 New Holland 2wd Tractor - \$28,473.00 and one (1) Alamo 23' A Boom Lever Control - \$44,197.12 through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, for the total contract price of \$72,670.12.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:
Res
08-098

Link:
Exhibit
A

Link:
Exhibit
A

--

RESOLUTION NO. 08-098

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF ONE (1) NEW HOLLAND 2WD TRACTOR AND ONE (1) ALAMO 23' A BOOM LEVER CONTROL THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, funds are available in the Capital Equipment Replacement Fund – Street & Bridge for the purchase and delivery of one (1) New Holland 2WD Tractor for \$28,473.00 and one (1) Alamo 23' A Boom Lever Control for \$44,197.12; and

WHEREAS, the Purchasing Coordinator is recommending that the City purchase (1) New Holland 2WD Tractor and one (1) Alamo 23' A Boom Lever Control, through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, for Public Works, for a total price of \$72,670.12, which includes a special discount of \$7,500.00 for trade-in of a 1996 John Deere Slope Mower; and,

WHEREAS, the delivering dealer for both is Lansdowne-Moody Company, L.P.

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 purchase of (1) New Holland 2WD Tractor for \$28,473.00 and one (1) Alamo 23' A Boom Lever Control for \$44,197.12 through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program.

SECTION 2: That the Mayor is hereby authorized to negotiate and execute any documentation necessary to trade in the 1996 John Deere Slope Mower for a \$7,500.00 discount and purchase (1) New Holland 2WD Tractor for \$28,473.00 and one (1) Alamo 23' A Boom Lever Control for \$44,197.12 through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program as set out on the contract worksheets attached hereto and made a part hereof.

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 November, 2008.

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

ATTEST:

Pamela A. Lawrence
City Secretary

APPROVED AS TO FORM:

Robert Gervais
City Attorney



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract
No.:

GR01-08

Date
Prepared:

11/11/2008

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City Of Texas City	Contractor:	Lansdowne-Moody Company, LP
Contact Person:	Glen Riske	Prepared By:	Jason Zalud
Phone:	409-502-8901	Phone:	(832) 519-6773
Fax:	409-945-0856	Fax:	(281) 338-1566
Email:		Email:	JZALUD@LMTRACTOR.COM

Product Code:	43A13	Description:	New Holland TB110 2wd Tractor 108 HP
---------------	-------	--------------	--------------------------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$33,305.00
--	-------------

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
4 WHEEL DRIVE	\$8,122.00		\$0.00
Includes: 12.4R24 Fronts and 18.4R30 Rear Tires	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00	Subtotal From Additional Sheet(s):	\$0.00
	\$0.00	Subtotal B:	\$8,122.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
	\$0.00		\$0.00
	\$0.00	Subtotal From Additional Sheet(s):	\$0.00
	\$0.00	Subtotal C:	\$0.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
--	---	----

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Special Discount	-\$482.76	Percentage Off List Price	12.00%
Special Discount	-\$7,500.00	Subtotal D:	-\$12,954.00

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)	\$28,473.00
---	-------------

Quantity Ordered:	1	X Subtotal of A + B + C + D:	\$28,473.00	=	Subtotal E:	\$28,473.00
-------------------	---	------------------------------	-------------	---	-------------	-------------

F. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
	\$0.00		\$0.00
		Subtotal G:	\$0.00

Delivery Date:	In Stock	H. Total Purchase Price (E+F+G):	\$28,473.00
----------------	----------	----------------------------------	-------------

**CONTRACT PRICING WORKSHEET**
For Standard Equipment PurchasesContract
No.:

GR01-08

Date
Prepared:

10/20/2008

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City of Texas City	Contractor:	Lansdowne-Moody Company, LP
Contact Person:	Glen Riske	Prepared By:	Jason Zalud
Phone:	409-502-8901	Phone:	(832) 519-6773
Fax:	409-945-0856	Fax:	(281) 338-1566
Email:	Glen Riske	Email:	JZALUD@LMTRACTOR.COM

Product Code:	2B	Description:	Alamo 23' A Boom Lever Control
---------------	----	--------------	--------------------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$41,986.00**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
50" Cutting Head with blade bar	\$0.00		\$0.00
Wheel Weights	\$0.00		\$0.00
Expanded Metal Safety Screen with Window Insert	\$0.00		\$0.00
Diamond Plate Aluminum Canopy	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00	Subtotal From Additional Sheet(s):	\$0.00
	\$0.00	Subtotal B:	\$0.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
	\$0.00		\$0.00
	\$0.00	Subtotal From Additional Sheet(s):	\$0.00
	\$0.00	Subtotal C:	\$0.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Mount Labor and Oil	\$4,110.00	Percentage Off List Price	8.00%
Surcharges	\$1,460.00		
		Subtotal D:	\$2,211.12

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)

\$44,197.12

Quantity Ordered:	1	X Subtotal of A + B + C + D:	\$44,197.12	=	Subtotal E:	\$44,197.12
-------------------	---	------------------------------	-------------	---	-------------	-------------

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
	\$0.00		\$0.00
		Subtotal G:	\$0.00

Delivery Date:

H. Total Purchase Price (E+F+G):

\$44,197.12

Lease of Robinson Stadium CITY COMMISSION AGENDA 2

Date: 11/19/2008
Submitted By: Pam Lawrence, Administration
Submitted For: Mayor
Department: Administration
Agenda Area: Consent

Information

ACTION REQUEST (Brief Summary)

Consider approval of Resolution No. 08-094 authorizing the Mayor to enter into a Purchase and Sale Agreement and Lease Agreement with Texas City Independent School District for the lease of Robinson Stadium. (Mayor)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link: [Res
08-094](#)
Link: [Lease
Agreement](#)
Link: [Purchase
and Sale
Agreement](#)
Link: [Special
Warranty Deed](#)

RESOLUTION NO. 08-094

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO PURCHASE AND SALE AGREEMENT AND A LEASE AGREEMENT WITH TEXAS CITY INDEPENDENT SCHOOL DISTRICT FOR THE LEASE OF ROBINSON STADIUM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City and District endeavor, to the greatest extent possible, to maximize the taxpayers' resources by sharing certain available resources, such as the use of public facilities; and,

WHEREAS, the renovation and operation of the Robinson Stadium facilities ("Stadium") will benefit the students and parents of the District by providing a location that the District can use for participation in the sport of baseball and/or any other related sports, and/or any other sport suitable for the Stadium facilities, including but not limited to, instructional classes, practices, and competitions;

WHEREAS, the District and the City desire to cooperate in the renovation and maintenance of the Stadium facilities;

WHEREAS, the District and the City desire to enter into a Purchase and Sale Agreement and Lease Agreement specifying the means of the cooperation for the renovation and maintenance of the Stadium facilities and the terms of the transfer to the City and the subsequent use of the Stadium facilities by the District;

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 a Purchase and Sale Agreement and Lease Agreement between the City of Texas City, Texas, and Texas City Independent School District for the sharing of resources and the mutual use of public facilities.

SECTION 2: That the City Commission authorizes the Mayor to execute a Purchase and Sale Agreement and Lease Agreement in substantially the same form as the agreements attached hereto as exhibits and made a part hereof for all intents and purposes.

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

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

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

ATTEST:

Pamela Lawrence
City Secretary

APPROVED AS TO FORM:

Robert Gervais
City Attorney

LEASE AGREEMENT

ROBINSON STADIUM

STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

THIS LEASE AGREEMENT (“Lease”) is made this ____ day of _____, 2008, by and between the City of Texas City (“the City”) and Texas City Independent School District (“District”), pursuant to TEX. EDUC. CODE § 45.109.

WHEREAS, by virtue of conveyance by the District, the City owns certain real property and improvements located at 2700 – 13th and Avenue North, Texas City, Texas, known as Robinson Stadium and as more particularly described on the attached Exhibit A (the “Stadium Property”), which is located within the jurisdictional boundaries of the District and the City; and

WHEREAS, the City and the District endeavor, to the greatest extent possible, to maximize the taxpayers’ resources by sharing certain available resources, such as the use of public facilities; and

WHEREAS, as part of the consideration for purchase of the Property from the District, the City agreed to renovate and improve the Stadium Property and permit joint use of the Stadium Property by the District under this Lease; and

WHEREAS, the joint use of the Stadium Property by the District and City would benefit both (1) the students and parents of the District by providing a location that the District can use for participation in the sport of baseball and/or any other related sports, and/or any other sport suitable for the Stadium facilities, including but not limited to, instructional classes, practices, and competitions, and (2) the City and City residents and community by providing a facility for its events; and

WHEREAS, as part of the consideration for the lease of the Stadium Property, the District agrees to cooperate with the City in the renovation and maintenance of the facilities located at the Stadium Property.

NOW, THEREFORE, for and in consideration of the mutual covenants and other consideration herein expressed, the City and the District agree as follows:

ARTICLE I.

1.1 Leased Premises. The premises being leased under this Lease consists of the Stadium Property and all improvements now or hereafter located on the Stadium Property, including, but not limited to, the playing field, spectator seating, men's and women's locker rooms, public restrooms, office, batting cages, storage, public restrooms, and parking area (collectively, the land comprising the Stadium Property and the improvements, the fixtures, and all facilities located on the Stadium Property shall be referred to in this Lease as "Leased Premises").

1.2 Lease of the Stadium Property to the District. The City hereby leases the Leased Premises to the District for the Term for the uses and time periods set forth herein and under the terms and conditions of this Lease.

1.3 Consideration for Lease. As consideration for the District's right to lease the Leased Premises and be entitled to priority use as described herein, the District shall pay fifty percent (50%) of the actual costs of the renovations and improvements to the Stadium Property up to an amount not to exceed \$500,000.00 as described in Section 3.1 of this Lease, and shall maintain the Leased Premises as described in Section 4.1 of this Lease.

ARTICLE II.

2.1 Term. This Lease shall commence on _____ ("Commencement Date") and continue in force for a term of forty (40) years ("Expiration Date") or the date on which the Lease is terminated in accordance with Section 2.2 below. The Primary Term shall be the time period between the Commencement Date and the Expiration Date. At the expiration of the Primary Term, the District shall have two options to renew the Lease each for a period of ten (10) years (each a "Renewal Term"). The term "Term" as used herein shall consist of the Primary Term and any Renewal Term or Renewal Terms.

2.2 Right of Termination. This Lease may be terminated by the District at any time upon completion of one full school year after the Commencement Date upon no less than forty-five (days) written notice to the City. The term “school year” is defined as the period of time commencing on first day of September of any year and ending on the last day of August of the next consecutive year. The City may terminate this Lease after the completion of ten (10) years from the Commencement Date upon no less than forty-five (45) days written notice to the District.

2.3 Use. The District and the City acknowledge that the Leased Premises are a public facility owned by the City of Texas City and subject to public use, and shall be utilized by the City for recreational purposes when not in use by the District under this Lease. The District and the City agree that the District shall receive priority for use of the Leased Premises for any and all scheduled educational or athletic purposes as determined by the District, including but not limited to, the sport of baseball or any other related sport, any other sport suitable for the Leased Premises, baseball games, tournaments, instructional classes, practices, and competitions. The City agrees that public access to the Leased Premises shall be restricted during use by the District according to a schedule provided to the City by the District within a reasonable time prior to the anticipated use. The City agrees to use its best efforts to accommodate the District for use during times the District did not previous schedule, or times where the District's schedule was provided to the City without reasonable time prior to the anticipated use. Nothing herein shall require displacement of prior scheduled City event or program after the District has provided the City with a schedule on or before the first day of September of each School Year of the District's anticipated use of the Leased Premises. The Leased Premises, and the use thereof, are expressly excluded from any other Interlocal Agreement between the City and the District providing for the “shared-use” of City recreational facilities.

2.4 Signage. Notwithstanding the City's right to use the Leased Premises as permitted under Section 2.3, the City shall not place any permanent signage at the Leased Premises or the Stadium Property that promote, advocate, market, or otherwise referenced alcohol or tobacco products. This Section 2.4 does not prohibit the City from placing temporary signage of its choice at the Leased Premises or Stadium Property so long as such signage is removed prior to the District's use of the Leased Premises.

2.5 Supervision. During any general public access to the Leased Premises, the City agrees to provide, at expense of the City, any and all necessary and appropriate supervision of of the activities undertaken and shall release the District from any liability therefor. During any District use, the District agrees to provide, at the expense of the District, any and all necessary and appropriate supervision for District activities and shall release the District from any liability therefor. The above notwithstanding, the City staff may assist the District in conjunction with its use of the Leased Premises, as the City budget and personnel needs will allow.

ARTICLE III.

3.1 Improvements. As partial consideration for the lease of the Leased Premises from the City for the full Primary Term, in addition to the other covenants set forth in this Lease, the District agrees to pay for fifty percent (50%) of the actual cost of the improvements to be made by or caused to be made by the City, up to an amount not to exceed \$500,000.00. The improvements to be made to the Leased Premises shall include, but are not limited to, the following items:

- a) Concession Stand
- b) Ticket Booths
- c) Public Restrooms
- d) Batting Cages
- e) Parking lot and lighting
- f) Landscaping
- g) Locker Rooms
- h) Press box
- i) Fence
- j) Paint

- k) Sidewalks
- l) Signage
- m) PA System
- n) Scoreboard
- o) Field
- p) General appearance

The estimated cost for such improvements is \$_____.

ARTICLE IV.

4.1 Maintenance. The District and the City agree to maintain the Leased Premises while this Lease is in effect as follows:

- a) District shall maintain the playing field during the District's practice season and season (approx Sept. 1 to April 1);
- b) City shall maintain the playing field during the off-season (approx April 1 to Sept. 1);
- c) City shall maintain the outside playing field at all times;
- d) City shall carry property insurance on the Leased Premises and Stadium Property, but shall not be responsible for any items of personal property of District left at the Stadium Property; and
- e) The District and the City agree that the City shall arrange for utility and telephone service and installation. City shall pay 50% of the utilities and telephone costs while District has use of the field and 100% of the cost during the District' off-season. The District's contribution under this Section shall however, in no event exceed \$_____ per City fiscal year.

4.2 Repairs. The District and the City agree that the City will pay for any necessary repairs or aesthetic maintenance, located either inside or outside the Stadium Property, for as long as this Lease is in effect.

4.3 Modifications to Leasehold. The District and the City agree that structural modifications to the Leased Premises may not be made by the City unless prior written approval is received from the District, which approval shall not be unreasonably withheld. Upon termination of this Lease, the District may remove any and all District property; however, the improvements, fixtures, and facilities located at or on the Stadium Property shall remain, at all times, the property of the City.

ARTICLE V.

5.1 Liability Insurance; Mutual Release. The City and District acknowledge that each entity maintains appropriate annual insurance coverage, which may include self-insurance through an intergovernmental risk pool, for use of the Leased Premises. During the District's use of the Leased Premises, the District shall release the City from liability for the acts and omissions of the District's employees, officials, agents, and students and for any injury and harm that may occur to District employees, officials, agents and students. During the City's use of the Leased Facilities, the City shall release the District from liability for the acts and omissions of its employees, officials, agents and citizens and from liability for any injury and harm that may occur to the City's employees, officials, agents and citizens.

5.2 No Waiver of Immunity. Nothing herein shall be deemed or construed in any manner to constitute a waiver of sovereign, governmental, or any other immunity or affirmative defense that may be asserted by the District or the City or to which either may be entitled under law. Nor shall this provision be in any manner construed to create a cause of action for the benefit of any person not a party to this Lease, or to create any rights for the benefit of any person not a party to this Lease not otherwise existing at law. Nothing in this Lease shall be deemed to enlarge either the District's or the City's liability under the Texas Tort Claims Act, TEX. CIV. PRAC. & REM. CODE ANN., § 101.001 *et seq.* (Vernon 1997). This Lease is made for the sole benefit of the City and the District. Nothing in this Lease and/or Lease shall create

or be deemed to create a relationship between the parties to this Lease and/or Lease and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

5.3 Damage by Fire or Other Casualty. In the event that the Leased Premises are damaged but not substantially damaged, by fire or other peril, including an act of God, the City shall repair the damage without undue delay and this Lease shall remain in full force and effect. If the Leased Premises are totally destroyed or substantially damaged by fire or other peril, including an act of God, either the City or the District may elect to terminate this Lease without one full School Year prior written notice to the other party. Proper insurance for the Stadium Property, for an amount not less than fair market value of the Leased Premises, shall be maintained by the City at all times, including during the renovations phase of the Stadium facilities, and for the duration of this Lease. City may self-insure through an intergovernmental risk pool.

ARTICLE VI.

6.1 District's Default. In the event the District shall be in default in the performance of any obligation on its part to be performed under the terms hereof, which default continues for thirty (30) days following written notice of demand for correction thereof (provided that such cure period shall be extended if the default cannot reasonably be corrected within such period and the District diligently pursues correcting the default from the date of notice from the City until correction), the City may terminate this Lease and exercise any other remedies granted by the law.

6.2 City's Default. In the event the City shall be in default in the performance of any obligation on its part to be performed under the terms hereof, which default continues for thirty (30) days following written notice of demand for correction thereof (provided that such cure period shall be extended if the default cannot reasonably be corrected within such period and the City diligently pursues correcting the default from the date of notice from the District until correction), the District may exercise any and all remedies granted by law, including termination of this Lease and such other remedies provided by the laws and courts of the State of Texas.

ARTICLE VII.

7.1 Entire Agreement. This Lease constitutes the entire agreement between the parties and no oral representation between the parties made prior to or after execution of this Lease shall be given any force and effect unless reduced to writing herein.

7.2 Amendment. This Lease may be modified or amended upon the mutual consent of the parties evidenced in writing.

7.3 Severability. Any invalidity of any part of this Lease will not cause the remaining parts to be invalid.

7.4 Choice of Law. This Lease is governed by the laws of the State of Texas, and venue for any legal proceeding relating to this Lease shall lie in Galveston County, Texas.

7.5 Notices. Notices to be provided pursuant to the Lease shall be given certified mail, return receipt requested to the following individuals:

Matthew Doyle
Mayor
City of Texas City
P. O. Drawer 2608
Texas City, TX 77592

Dr. Bob Brundrett
Superintendent
Texas City Independent School District
1401 Ninth Avenue North
Texas City, TX 77590

7.6 Authority. The parties hereto represent that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease.

7.7 Current Funds. City and District agree to pay any payments made pursuant to this Lease from current revenues. The parties agree that each party is paying fair compensation for the services rendered and facilities used. The City and the District are authorized by law to perform the functions or services to be performed under this Lease.

EXECUTED this _____ day of _____, 2008.

**TEXAS CITY INDEPENDENT
SCHOOL DISTRICT**

By:_____

Dr. Bob Brundrett
TCISD Superintendent

Attest:

By:_____

CITY OF TEXAS CITY

By:_____

Matthew T. Doyle
Mayor, City of Texas City

Attest:

By:_____

PURCHASE AND SALE AGREEMENT

ROBINSON STADIUM

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

ss

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made this ____ day of _____, 2008, by and between the City of Texas City (“the City”) and Texas City Independent School District (“District”).

WHEREAS, the District owns certain real property, improvements, and fixtures constructed thereon located at 2700 – 13th Avenue North, Texas City, Texas, known as Robinson Stadium, as more particularly described on the attached Exhibit A (the “Property”), which is located within the jurisdictional boundaries of the District and the City; and

WHEREAS, the City desires to purchase the Property and the District desires to sell the Property; and

WHEREAS, by resolution attached hereto as Exhibit B, the District's Board of Trustees authorized the sale of the Property to the City; and

WHEREAS, Chapter 272 of the Texas Local Government Code permits a school district to sell property for fair market value without the necessity of notice and bidding to another entity that has the power of eminent domain; and

WHEREAS, the City has agreed to purchase the Property for the Purchase Price under the terms of this Agreement; and

WHEREAS, the City further has agreed to lease the Property back to the District for a portion of the year for use by the District for certain athletic activities as needed; and

WHEREAS, both parties have agreed to cooperate in the renovation and improvement of the renovate and improve to the Property.

NOW, THEREFORE, for and in consideration of the mutual covenants and other consideration herein expressed, the City and the District agree as follows:

ARTICLE I.

1.1 Conveyance of Property. Pursuant to and in accordance with Sections 11.151 and 11.154 of the Texas Education Code and Sections 272.001(b) and 272.001(b)(5) of the Texas Local Government Code, the District agrees to convey the Property to the City by Special Warranty Deed in the form attached hereto as Exhibit C in exchange for the fair market value or its equivalent as set forth herein. Upon conveyance to the City, the City shall acquire the fee simple ownership of Property and all improvements located thereon subject to an encumbrances that appear in the real property records of Galveston County.

1.2 Purchase Price. An appraisal obtained by the District valued the Property at _____ (\$_____). As consideration for the conveyance of the Property by the District to the City, the City shall renovate and improve the Property, committing funds in an amount not less than the appraised value, as described in this Agreement. As further consideration for the District's agreement to convey the Property to the City, the City agrees to lease the Property to the District for periodic use as needed by the District for the consideration and under the terms set forth in the Lease, as defined below. The District has determined the investment by the City in the Property and the agreement to lease the Property to the District for the consideration under the terms of the Lease to be equal to or greater than the fair market value of the Property established by the appraisal as set forth in Sections 272.001(b) and (f) of the Local Government Code.

1.3 Lease of the Property to the District. Subsequent to the closing of the purchase and sale transaction and pursuant to Section 45.109 of the Texas Education Code, the City shall lease the Property and all improvements located on the Property, including, but not limited to, the playing field, spectator seating, men's and women's locker rooms, public restrooms, office, batting cages, storage, public restrooms, and parking area, under the terms and conditions of and in the form of the Lease Agreement attached to hereto as Exhibit D ("Lease"). The City and the District shall execute the Lease at closing.

ARTICLE II.

2.1 Improvements. As part of the consideration of the District's conveyance of the Property to the City, the City shall make the renovations and improvements to the Property described in this Article II. The renovations and improvements will benefit the District and facilitate the District's use of the Property for its needs under the Lease. As part of its consideration for leasing the Property for forty (40) years with rights of renewal, as set forth in the Lease, the District agrees to pay for fifty percent (50%) of the actual cost of the improvements to be made by the City to the Property, with the total of the improvements in an amount not to exceed \$1,000,000.00 and each parties portion of the cost up to an amount not to exceed \$500,000.00. The improvements to be made to the Property shall include, but are not limited to, the following items:

- a) Concession Stand
- b) Ticket Booths
- c) Public Restrooms
- d) Batting Cages
- e) Parking lot and lighting
- f) Landscaping
- g) Locker Rooms
- h) Press box
- i) Fence
- j) Paint
- k) Sidewalks
- l) Signage
- m) PA System

- n) Scoreboard
- o) Field
- p) General appearance

The estimated cost for such improvements is \$_____.

ARTICLE III.

3.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and no oral representation between the parties made prior to or after execution of this Agreement shall be given any force and effect unless reduced to writing herein.

3.2 Amendment. This Agreement may be modified or amended upon the mutual consent of the parties evidenced in writing.

3.3 Severability. Any invalidity of any part of this Agreement will not cause the remaining parts to be invalid.

3.4 Choice of Law. This Agreement is governed by the laws of the State of Texas, and venue for any legal proceeding relating to this Agreement shall lie in Galveston County, Texas.

3.5 Notices. Notices to be provided pursuant to the Agreement shall be given certified mail, return receipt requested to the following individuals:

Matthew Doyle
Mayor
City of Texas City
P. O. Drawer 2608
Texas City, TX 77592

Dr. Bob Brundrett
Superintendent
Texas City Independent School District
1401 Ninth Avenue North
Texas City, TX 77590

3.6 Authority. The parties hereto represent that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into this Agreement do exist, have happened and have been

performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement.

3.7 Current Funds. The City and District agree to make any payments for the consideration set forth in this Agreement from current revenues.

3.8 Exhibits. The following exhibits are attached to this Agreement and incorporated into the Agreement:

Exhibit A - Legal Description of Property

Exhibit B - Resolution passed by the Texas City ISD Board of Trustees

Exhibit C - Form of the Special Warranty Deed

Exhibit D - For of the Lease Agreement

THIS PURCHASE AND SALE AGREEMENT by and between **TEXAS CITY INDEPENDENT SCHOOL DISTRICT** and the **CITY OF TEXAS CITY** is **EXECUTED** this ____ day of _____, 2008.

**TEXAS CITY INDEPENDENT
SCHOOL DISTRICT**

CITY OF TEXAS CITY

By:_____

Dr. Bob Brundrett

TCISD Superintendent

By:_____

Matthew T. Doyle

Mayor, City of Texas City

Attest:

Attest:

By:_____

By:_____

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OF YOUR DRIVER'S LICENSE NUMBER.

DEED

THE STATE OF TEXAS	§	
	§	NOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GALVESTON	§	

That, **TEXAS CITY INDEPENDENT SCHOOL DISTRICT** (“Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, acting herein pursuant to the resolution of the Board of Trustees of Grantor passed as of the ____ of _____, 2008 has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto **THE CITY OF TEXAS CITY** (“Grantee”), and Grantee’s successors and assigns, all the following described tract or parcel of land located in Galveston County, Texas, together with all fixtures and improvements located thereon (the “Subject Property”):

That certain tract of land and all improvements situated thereon located at 2700 – 13th Avenue North, Texas City, Galveston County, Texas, and commonly known as Robinson Stadium as more particularly described in the attached Exhibit A.

This conveyance is made by Grantor subject to, and Grantee assumes all obligations under, all encumbrances, restrictions, easements, conditions, covenants and conveyances or exceptions to title or visible or apparent on the ground, applicable to and enforceable against the Subject Property.

The Grantor reserves and excepts from this conveyance all right, title, and interest to any and all oil, gas, and other minerals in or under the ground but waives surface rights to obtain such minerals.

This conveyance is also subject to the restriction contained in Exhibit B, attached hereto.

THE SUBJECT PROPERTY IS CONVEYED “AS-IS”, “WHERE-IS” AND WITH ALL FAULTS AND GRANTOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SUBJECT PROPERTY.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereto and anywise belonging, unto Grantee, its successors and assigns forever, subject to all matters of record and the matters herein stated, Grantor binds Grantor and Grantor’s successors and assigns to warrant and forever defend title to the Subject Property unto

Grantee, Grantee's successors and assigns against every person whomsoever lawfully claiming by, through, or under Grantor, but not otherwise.

EXECUTED this _____ day of _____, 2008.

GRANTOR:

**TEXAS CITY INDEPENDENT SCHOOL
DISTRICT**

By: _____

Name: David Moss

President of the Board of Trustees

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME the undersigned authority, on this day personally appeared David Moss, President of the Board of Trustees of Texas City Independent School District, an independent school district organized under the laws of the state of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as its voluntary act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2008.

My commission expires:

NOTARY PUBLIC in and for
STATE OF TEXAS

Printed Name of Notary

GRANTEE'S ADDRESS:

PLEASE RETURN DEED TO GRANTEE AFTER RECORDING

**EXHIBIT A
TO DEED**

[Legal Description]

**EXHIBIT B
TO DEED**

RESTRICTION

Any and all restrictions which are required to be contained in any conveyance of real property by any school district in the State of Texas pursuant to the Modified Order in United States v. State of Texas et al., C.A. 5281, including but not limited to the following:

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a.) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b.) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews or encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restrictions set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restrictions specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

Cherry Lane Right-of-Way abandonment CITY COMMISSION AGENDA 2

Date: 11/19/2008

Submitted By: Julie Morreale, Planning

Submitted For: Don Carroll

Department: Planning

Agenda Area: Regular Items

Information

ACTION REQUEST (Brief Summary)

Bharat Patel requests to abandon right-of-way, being Lots 1, 5, 6 Block 2 Subdivision E, of Kohfeldt's Resubdivision of the James Smith Survey. Located at 1700 Hwy 146 N , Cherry Lane ROW

BACKGROUND

This Right-of-Way request was given approval by the Planning Board on November 3, 2008. It is now ready to go before the City Commission for final disposition.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link: [Ord
08-45](#)

Link: [PB
minutes](#)

Link: [Google
view](#)

Link: [cc
memo](#)

Link: [Cherry
map](#)

Link: [notice in
paper](#)

ORDINANCE NO. 08-45

AN ORDINANCE APPROVING BHARAT PATEL'S REQUEST FOR ABANDONMENT OF RIGHT-OF-WAY BEING LOTS 1, 5, 6, BLOCK 2, SUBDIVISION E, OF KOHFELDT'S RESUBDIVISION OF THE JAMES SMITH SURVEY, LOCATED AT 1700 HWY. 146 NORTH, CHERRY LANE RIGHT-OF-WAY IN TEXAS CITY, GALVESTON COUNTY, TEXAS, AS MORE FULLY DESCRIBED IN EXHIBIT "A"; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED FOR SAID PROPERTY UPON REQUEST; 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, Bharat Patel requests abandonment of right-of-way being Lots 1, 5, 6, Block 2, Subdivision E, of Kohfeldt's Resubdivision of the James Smith Survey, located at 1700 Hwy. 146 North, Cherry Lane Right-of-Way, in Texas City, Galveston County, Texas; and

WHEREAS, the City has notified all interested utilities, City departments, and property owners who may have relied on the existing plat maps filed with the County Map Records in purchasing their property; and

WHEREAS, based upon the responses and comments from these entities and the property owners, the City finds it to be in the best interest of the City to vacate and abandon said right-of-way.

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

SECTION 1: That the City Commission of the City of Texas City finds it in the best interest of the City to vacate and abandon right-of-way being Lots 1, 5, 6, Block 2, Subdivision E, of Kohfeldt's Resubdivision of the James Smith Survey, located at 1700 Hwy. 146 North, Cherry Lane Right-of-Way, in Texas City, Galveston County, Texas; and being more fully described in Exhibit "A," attached hereto and made a part hereof for all intents and purposes.

SECTION 2: That the above-described property is hereby declared abandoned, and the responsibility of the City to maintain said property is hereby terminated.

SECTION 3: That the City of Texas City hereby retains unto itself any existing public and private utility easements on said property, if any.

SECTION 4: That the Mayor is hereby authorized to execute a Quitclaim Deed if requested by the abutting property owners.

SECTION 5: 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 6: That this Ordinance shall be 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 November, 2008.

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

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney

Planning Board Minutes

On Monday, November 3, 2008 at 5:00 p.m. the Planning Board met in a regularly scheduled meeting. Board members present were: Mayor Doyle, Eloise O'Bryant, Dickie Campbell and Commissioner Haney. Staff members present were: Don Carroll, Doug Kneupper and Julie Morreale. Citizens present were Thomas Gready, III.

APPROVAL OF MINUTES. A motion to approve the minutes of October 6, 2008 was made by Commissioner Haney/Dickie Campbell. All members present voted aye. Mrs. Eloise O'Bryant presided over the meeting. The chairperson indicated a quorum was present and called the meeting to order.

ITEM NO. 1. Bharat Patel requests to abandon easement. Being Lots 1, 5, 6 Block 2 Subdivision E, of Kohfeldt's Resubdivision of the James Smith Survey. Located at 1700 Hwy 146 N, Cherry Lane Right-of-Way.(Action) Mr. Carroll provided an overview of the request regarding the Staff review. Mr. Carroll stated 6 property owners were notified of the intent to abandon the Cherry Right-of-Way, to date one letter of opposition has been received. Mr. Carroll presented the letter of opposition from citizen, Thomas G. Gready, III to the abandonment. (Attached) Mr. Carroll then read the comments from the various Department Heads. The comments were as follows: Planning Director, "There were no objections or special stipulations from the Utility Companies with the existing Franchise Agreement with the City with the exception of CenterPoint Energy(letter attached). The applicant owns property on both sides of the Right-of-Way and no property owners will be land locked. We recommend approval of the abandonment. No objections". Fire Marshall, "No objections". Building Official, "No objections". City Engineer, "Not needed for roadway or thoroughfare extension. No water or sewer lines in conflict. Same owner on both adjacent sides. No objections". Mr. Gready gave an overview of his concerns regarding the abandonment with regard to accessing his property on the corner of 36th Street and Cherry Avenue. A general discussion regarding the proposed abandonment followed. Following the discussion Mr. Gready requested to withdraw his opposition letter. After a brief discussion, **a motion to approve the easement abandonment was made by Mayor Doyle/Dickie Campbell. All members present voted aye.**

ITEM NO. 2. Other Business

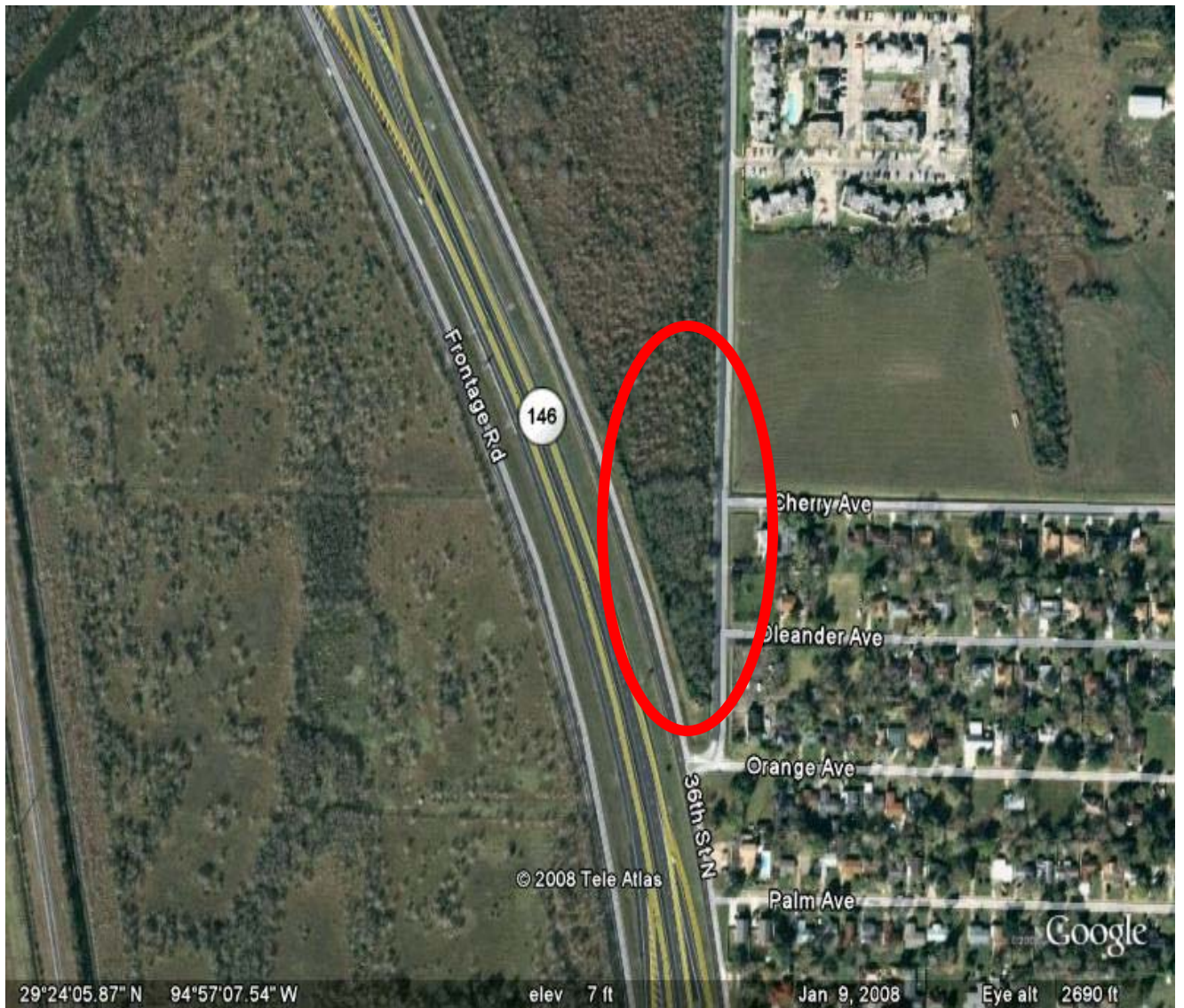
-Mr. Herb Wesson Site Plan to extend/combine sand pit on Wetzel. (Non Action) Mr. Carroll stated Mr. Wesson came before the Planning Board on July 7, 2008 and at that time the buffer was not adequate. Mr. Carroll stated Mr. Wesson has brought an updated Site Plan. Mr. Carroll provided the Site Plan of the property post development. He stated the extensions of the sand pit would be on the property owned by Mr. Honeycutt. The Planning Board stated a Development Agreement should be created for this project and the setbacks confirmed once the property is a lake. This should be evaluated to verify the surrounding area will be able to be developed after the sand pit operation cease to operate. After a brief discussion the Board stated the combination/extending of the sand pits should be revised and brought back to the Planning

Board.

**There being no further business, a motion was made to adjourn by Dickie Campbell/
Mayor Doyle. All members present voted aye.**

Eloise O'Bryant, Chairperson

Donald Carroll, Secretary



MEMO

TO: City Commission

FROM: Don Carroll, City Planner

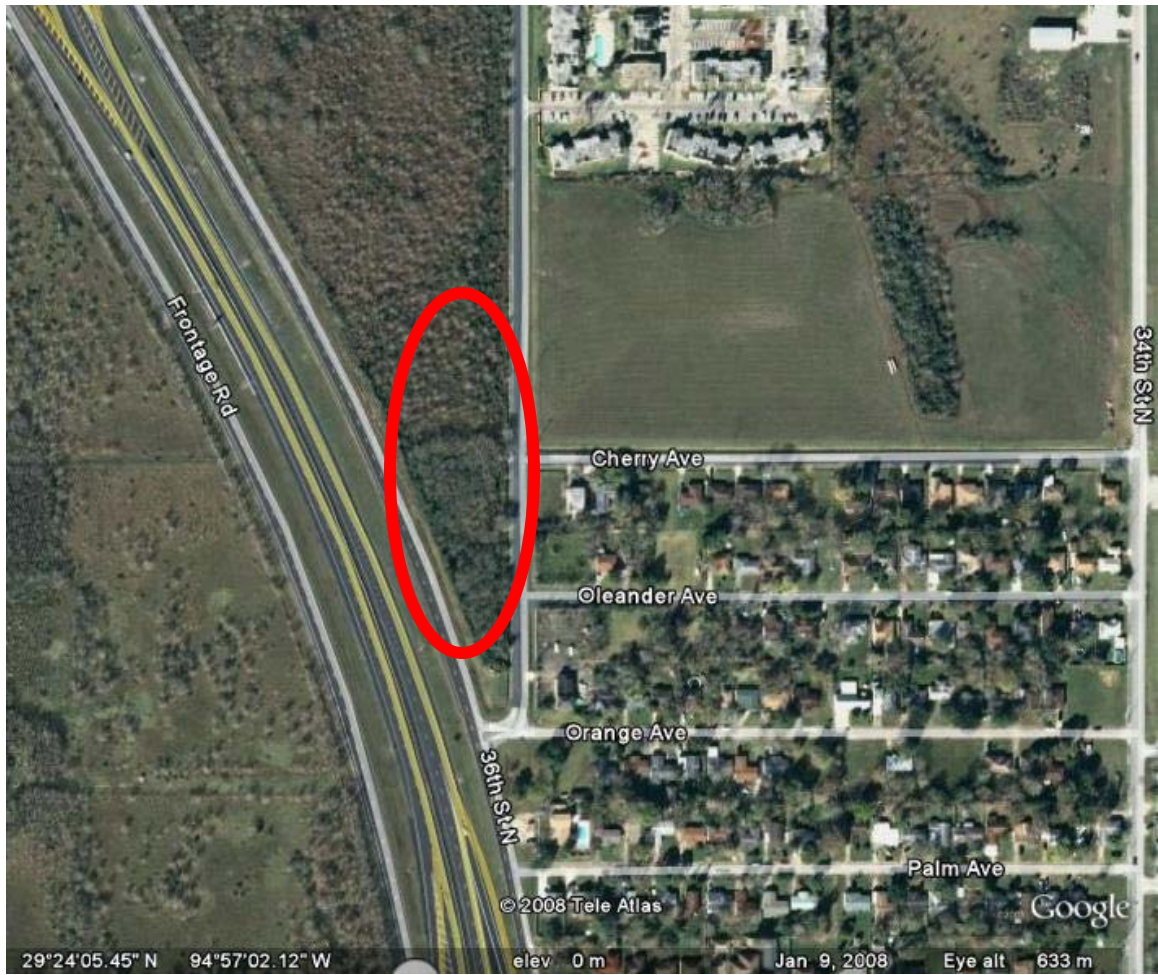
DATE: November 7, 2008

RE: Cherry Lane Right-of-Way

This abandonment request came before the Planning Board on November 3, 2008. The request adhered to the proper notice requirement as prescribed by our regulatory provisions. All departmental stipulation were read into the minutes. None of the Utility Companies or City Staff had opposition to this abandonment intent. There was one stipulation regarding and easement for CenterPoint Energy. All parties have agreed to the stipulation.

There was one property owner notified of this intent and who was within 200 feet that initially opposed this request. After Staff and the Planning Board's clarification as to the abandonment limits and exact location (of what was being proposed) the property owner withdrew his opposition. After reviewing the information presented by Staff the Planning Board members present unanimously approved of this abandonment request. For a detailed summary please reference the Planning Board minutes of November 3, 2008 attached with this memorandum.

DC:jm



NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held before the Texas City Planning Board at 5:00 p.m. on Monday, November 3, 2008 in the Conference Room at **City Hall, 1801 9th Avenue North**. 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.

Bharat Patel requests to abandon easement Right-of-Way Cherry Street (Closed). Adjacent to Lots 1, 5, 6 Block 2 Subdivision E, of Kohfeldt's Resubdivision of the James Smith Survey. Located at 1700 Hwy 146 N , Cherry Lane ROW .

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:jm
DATED: October 9, 2008

Ord Adding Grease Trap and Grease Interceptor Program CITY COMMISSION AGENDA 2

Date: 11/19/2008

Submitted By: Linda Jennings, City Attorney Office

Submitted For: Mike Hogan

Department: Utilities

Agenda Area: Regular Items

Information

ACTION REQUEST (Brief Summary)

Consider approval of Ordinance No. 08-46 amending Chapter 122 (Utilities), Division 2, Industrial Waste Discharge Standards, Section 122-61 "Definitions" and Section 122-72 "Discharges Requiring Traps; Standards for Traps", and adding Division 3, Grease Trap and Great Interceptor Programs, Section 122-85 through Section 122-92, relating to water and sewer operations.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:

Ord
08-46

ORDINANCE NO. 08-46

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXAS CITY, CHAPTER 122 (UTILITIES), BY AMENDING DIVISION 2, INDUSTRIAL WASTE DISCHARGE STANDARDS, SECTION 122-61, "DEFINITIONS" AND SECTION 122-73 "DISCHARGES REQUIRING TRAPS; STANDARDS FOR TRAPS", AND ADDING A NEW DIVISION 3, GREASE TRAP AND GREASE INTERCEPTOR PROGRAMS, SECTION 122-85 THROUGH SECTION 122-92; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY CLAUSE; 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 AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.

WHEREAS, the City of Texas City, Texas, is a home-rule city; and,

WHEREAS, the City of Texas City, Texas, seeks to amend The Code of Ordinances of the City of Texas City, Chapter 122 (Utilities), by amending Division 2, Industrial Waste Discharge Standards, Section 122-61, "Definitions" and Section 122-73, "Discharges Requiring Traps; Standards for Traps", and adding Division 3, Grease Trap and Grease Interceptor Programs, Section 122-85 through Section 122-92;

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

SECTION 1: That **The Code of Ordinances of the City of Texas City, Texas**, Chapter 122 (Utilities), Division 2, Industrial Waste Discharge Standards, Section 122-61 is amended to read and provide as follows:

"DIVISION 2. INDUSTRIAL WASTE DISCHARGE STANDARDS

Sec. 122-61. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approving authority means the mayor or his duly authorized representative.

BOD (biochemical oxygen demand) means the quantity of oxygen by weight, expressed in milligrams per liter, utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five days at a temperature of 20 degrees Celsius.

Building sewer means the extension from the building drain to the public sewer or other place of disposal (also called house lateral and house connection).

COD (chemical oxygen demand) is a measure of the oxygen-consuming capacity

of inorganic and organic matter present in the water or wastewater, expressed in milligrams per liter as the amount of oxygen consumed from a chemical oxidant in a specific test, but not differentiating between stable and unstable organic matter and thus not necessarily correlating with biochemical oxygen demand.

Control manhole means a manhole giving access to a building sewer at some point before the building sewer discharge mixes with other discharges in the public sewer.

Control point means a point of access to a course of discharge before the discharge mixes with other discharges in the public sewer.

Garbage means animal and vegetable wastes and residue from preparation, cooking and dispensing of food, and from the handling, processing, storage and sale of food products and produce.

Industrial waste means waste resulting from any process of industry, manufacturing, trade or business or from the development of any natural resource, or any mixture of the waste with water or normal wastewater, or distinct from normal wastewater.

Industrial waste charge means the charge made on those persons who discharge industrial wastes into the city's sewerage system.

Milligrams per liter (mg/l) means the same as parts per million and is a weight-to-volume ratio; the milligram-per-liter value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.

Natural outlet means any outlet into a watercourse, ditch, lake or other body of surface water or groundwater.

Normal domestic wastewater means wastewater excluding industrial wastewater discharged by a person into sanitary sewers and in which the average concentration of total suspended solids is not more than 200 mg/l and BOD is not more than 200 mg/l.

Overload means the imposition of organic or hydraulic loading on a treatment facility in excess of its engineered design capacity.

pH means ~~the reciprocal of the logarithm (base 10) of the hydrogen ion concentration expressed in grams per liter.~~ the measure of the relative acidity or alkalinity of water and is defined as the negative logarithm (base 10) of the hydrogen ion concentration.

Public sewer means pipe or conduit carrying wastewater or unpolluted drainage in which owners of abutting properties shall have the use, subject to control by the city.

Sanitary sewer means a public sewer that conveys domestic wastewater or industrial wastes or a combination of both, and into which stormwater, surface water, groundwater and other unpolluted wastes are not intentionally passed.

Slug means any discharge of water, wastewater or industrial waste which in concentration of any given constituent, or in quantity of flow, exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration or flow during normal operation.

Standard Methods means the examination and analytical procedures set forth in the latest edition, at the time of analysis, of Standard Methods for the Examination of Water and Wastewater, as prepared, approved and published

jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

Storm sewer means a public sewer which carries stormwater and surface water and drainage, and into which domestic wastewater or industrial wastes are not intentionally passed.

Stormwater means rainfall or any other form of precipitation.

Superintendent means the water and wastewater superintendent of the city, or his duly authorized deputy, agent or representative.

Suspended solids (SS) means solids, measured in milligrams per liter, that either float on the surface of, or are in suspension in, water, wastewater or other liquids, and which are largely removable by a laboratory filtration device.

To discharge includes to deposit, conduct, drain, emit, throw, run, allow to seep or otherwise release or dispose of, or to allow, permit or suffer any of these acts or omissions.

Trap means a device designed to skim, settle or otherwise remove grease, oil, sand, flammable wastes or other harmful substances.

Unpolluted wastewater means water containing:

- (1) No free or emulsified grease or oil;
- (2) No acids or alkalis;
- (3) No phenols or other substances producing taste or odor in receiving water;
- (4) No toxic or poisonous substances in suspension, colloidal state or solution;
- (5) No noxious or otherwise obnoxious or odorous gases;
- (6) Not more than ten mg/l each of suspended solids and BOD; and
- (7) Color not exceeding 50 units as measured by the platinum-cobalt method of determination as specified in Standard Methods.

Waste means rejected, unutilized or superfluous substances in liquid, gaseous or solid form resulting from domestic, agricultural or industrial activities.

Wastewater means a combination of the water-carried waste from residences, business buildings, institutions and industrial establishments, together with any groundwater, surface water and stormwater that may be present.

Wastewater facilities include all facilities for collection, pumping, treating and disposing of wastewater and industrial wastes.

Wastewater service charge means the charge on all users of the public sewer system whose wastes do not exceed in strength the concentration values established as representative of normal wastewater.

Wastewater treatment plant means any city-owned facilities, devices and structures used for receiving, processing and treating wastewater, industrial waste and sludges from the sanitary sewers.

Watercourse means a natural or manmade channel in which a flow of water occurs, either continuously or intermittently.

(Code 1986, § 37-96)

Cross references: Definitions generally, § 1-2.”

SECTION 2: That **The Code of Ordinances of the City of Texas City, Texas**, Chapter 122 (Utilities), Division 2, Industrial Waste Discharge Standards, Section 122-73 is amended to read and provide as follows:

“Sec. 122-73. Discharges requiring traps; standards for traps.

(a) Discharges requiring a trap include:

- (1) Grease, or waste containing grease in excessive amounts;
- (2) Oil;
- (3) Sand;
- (4) Flammable wastes; and
- (5) Other harmful ingredients.

(b) Any person responsible for discharges requiring a trap shall, at his own expense and as required by the approving authority:

- (1) Provide equipment and facilities of a type and capacity approved by the approving authority;
- (2) Locate the trap in a manner that provides ready and easy accessibility for cleaning and inspection; and
- (3) Maintain the trap in effective operating condition.

(Code 1986, § 37-108)

Cross References: Chapter 122—Utilities Division 3. Grease Trap and Grease Interceptor Program.”

SECTION 3: That **The Code of Ordinances of the City of Texas City, Texas**, Chapter 122 (Utilities) is amended by adding a new Division 3, Section 122-85 through Section 122-92, to read and provide as follows:

“DIVISION 3. GREASE TRAP AND GREASE INTERCEPTOR PROGRAM

Sec. 122-85. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act means Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. Seq.

Fats, oils, and greases (FOG) means organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 CFR 136, as may be amended from time to time. All are sometimes referred to as “grease” or “greases”.

Generator means any person who owns or operates a grease trap/grease interceptor, or whose act or process produces a grease trap waste.

Grease trap or interceptor means a device designed to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and greases prior to the wastewater entering the sanitary sewer collection system.

These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to water exiting the trap and entering the sanitary sewer collection system. A grease interceptor refers to a separation device installed indoors at or near the kitchen fixtures with a design flow of 50 gallons per minute (gpm) or less. A grease trap usually refers to an outdoor separation device with a design flow greater than 50 gpm and or a capacity of at least 750 gallons.

Grease trap waste means material collected in and from a grease trap/interceptor in the sanitary sewer service line of commercial (restaurants and apartments), institutional, or industrial food services or processing establishments, including solids resulting from de-water processes.

Indirect Discharge or Discharge means the introduction of pollutants into the POTW from any non-domestic source except when referring to apartment housing.

Interference means a discharge, which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, or is a cause of a violation of the City's Texas Pollutants Discharge Elimination System (TPDES) permit.

POTW or Publicly Owned Treatment Works means a treatment works which a state or municipality as defined by section 502(4) of the Clean Water Act owns. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewers, pipes and other conveyances that convey wastewater to a POTW. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over this ordinance, the terms "sanitary sewer system" and "POTW" may be used interchangeably.

TCEQ means the Texas Commission on Environmental Quality, and its predecessor and successor agencies.

Transporter means a person who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with 30 TEXAS ADMINISTRATION CODE chapter 312.142.

User means any person, including those located outside the jurisdiction limits of the City, which contributes, causes or permits the contribution or discharge of wastewater into the POTW, including persons who contribute such wastewater from mobile sources.

Sec. 122-86. This ordinance pertains to fats, oil, and grease which are not covered under 40 CFR 403 Federal pretreatment regulations which specifically prohibit petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amount that will cause interference or pass through at the Publicly Owned Treatment Works (POTW). This ordinance specifically focuses on control of edible oil and grease from food preparation establishments.

Sec. 122-87. This ordinance shall apply to all non-domestic and apartment users of the Publicly Owned Treatment Works (POTW). Grease traps or grease interceptors shall not be required for residential users, except apartment complexes.

Sec. 122-88. Facilities generating fats, oils, or greases because of food manufacturing, processing, preparation, or food service shall install, use, and maintain appropriate grease traps or interceptors. These facilities include but are not limited to restaurants, food manufacturers, food processors, hospitals, hotels and motels, apartment complexes, prisons, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for consumption.

Sec. 122-89. Facilities required to have a grease trap/interceptor shall not have them located inside a building. Grease trap/interceptors shall be installed outside located behind the establishment with adequate access for cleaning and inspection. When limited space is available an alternate location may be used with prior approval of the POTW.

Sec. 122-90. No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, nonbiodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the POTW system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment.

Sec. 122-91. All grease trap/interceptors shall be installed in compliance with any pertinent Galveston County Health District Guidelines along with city guidelines, state and federal codes.

Sec. 122-92. Schedule of penalties.

a) If the POTW determines that a generator is responsible for a blockage of a collection system line, the generator shall owe a civil penalty of \$1,000 for the violation, \$1,500 for a second violation, and \$2,000 for the third violation within a two-year period. Continuous violations shall result in an increase in penalty by \$500 and may result in termination of services.

b) Any person [User] violating any of the provisions of this Program shall be subject to a written warning for the first violation, a \$1,000 civil penalty for the second violation, a \$1,500 civil penalty for the third violation, and a \$2,000 civil penalty for the fourth violation within a two-year period. Consistent violations will result in a \$500 increase in civil penalty and may result in termination of service.

Secs. 122-8593--122-110. Reserved."

SECTION 4: It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable.

SECTION 5: That it is further provided that, 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 6: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 7: 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 8: That the City Secretary is hereby directed, in accordance with Article III of the City Charter, to publish this ordinance, by caption only, in one issue of the official paper, and obtain proof of such publication made by the printer or publisher of such paper. An affidavit made by said printer or publisher before some officer authorized by law to administer oaths, and filed with the person performing the duties of city secretary shall be prima facie evidence of such publication and promulgation of such ordinance in courts of the state. The ordinance so published shall take effect, and be in force, from and after ten days after publication thereof, unless otherwise expressly provided.

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

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

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney

**Amending Chapter 122, Article III
CITY COMMISSION AGENDA 2**

Date: 11/19/2008

Submitted By: Linda Jennings, City Attorney Office

Submitted For: Mike Hogan

Department: Utilities

Agenda Area: Regular Items

Information

ACTION REQUEST (Brief Summary)

Consider approval of Ordinance No. 08-47 amending Chapter 122 (Utilities), Article III, Rates, Charges and Special Considerations relating to water and sewer operations.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:

Ord

08-47

ORDINANCE NO. 08-47

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXAS CITY, CHAPTER 122 (UTILITIES), ARTICLE III, RATES AND CHARGES BY AMENDING PROVISIONS RELATED TO METERS CONNECTION COSTS AND ADDING A NEW DIVISION III PERTAINING TO BACKFLOW PREVENTION DEVICES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY CLAUSE; 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 AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.

WHEREAS, the City of Texas City, Texas, is a home-rule city; and,

WHEREAS, the City of Texas City, Texas, seeks to amend The Code of Ordinances of the City of Texas City, Chapter 122 (Utilities), by amending Article III;

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

SECTION 1: That **The Code of Ordinances of the City of Texas City, Texas**, Chapter 122 (Utilities), Article III, is amended to read and provide as follows:

ARTICLE III. ~~RATES AND CHARGES~~ RATES, CHARGES AND SPECIAL CONSIDERATIONS

DIVISION 1. GENERAL

Sec. 122-111. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Utility service means water, sewer, garbage collection and any other utility service furnished by the city to customers or consumers within the city.

(Code 1986, § 37-46)

Cross references: Definitions generally, § 1-2.

Sec. 122-112. Application for service.

Written application shall be made for any utility service that may be furnished by the city, to the city, upon forms furnished therefore. The application shall state the name and address of the applicant, the type of utility service desired, the purposes

for which the application is made and such other information as the city may request.

(Code 1986, § 37-47)

Sec. 122-113. Meters required.

Meters shall be required to measure the consumption of each utility service furnished by the city, except garbage collection and sewerage service. A separate water meter is required for each residential, commercial, or industrial connection to which drinking water is supplied from the system (30TAC 290.38).

(Code 1986, § 37-48)

Sec. 122-114. Installation and maintenance of meters.

All meters required by this article and used to measure the consumption of utility services ~~furnished provided~~ by the city shall be ~~installed and maintained by the city.~~ furnished at the expense of the customer and installed at customer's expense by a licensed professional plumber and in accordance with Texas Commission on Environmental Quality (TCEQ) standards, City standards, and national plumbing code standards. Upon acceptance of meter, meter appurtenances, and meter installation configuration by City; the meter and meter appurtenances become the property of City as delineated in Sec. 122-115. Ownership of meters. below. After acceptance by City, City becomes responsible for maintenance of the meter and meter appurtenances within the meter box and to the easement line. Customer is responsible for maintenance of their water line and sewer lines from the easement line to their point of connection at customer's buildings.

(Code 1986, § 37-49)

Sec. 122-115. Ownership of meters.

Prior to initiation of water/sewer service at any location within the City, customer must request and obtain written City acceptance of meter, meter appurtenances, and meter installation configuration compliance with City and national standards. Upon such written acceptance of such meter, meter appurtenances, and meter installation configuration by City; the meter and meter appurtenances become the property of City. Such written acceptance must be documented by a properly executed Customer Service Inspection Form. All meters used for the measurement of the consumption of any utility service furnished by the city shall be the property of the city. It shall be unlawful for any person to install or maintain any meter for such purposes anywhere within the city which is not owned by the city.

(Code 1986, § 37-50)

Sec. 122-116. Tampering with meters.

It shall be unlawful for any person, other than a duly authorized employee of the city, to tamper with any meter or to in any manner injure any meter or to manipulate or attempt to manipulate any meter in any manner so as to affect its registration or measurement of the metered utility service.

(Code 1986, § 37-51)

Sec. 122-117. Water and sewer deposit required; amount.

The applicant shall pay to the city a deposit in the sum of \$30.00 at the time he applies for water and sewer service; provided, however, that, if charges for service increase to a point where the deposit is not equal to the charges for an average two-month period, the required deposit may be increased to conform thereto.

(Code 1986, § 37-52)

Sec. 122-118. Refund of deposit.

Any deposit made to the city by any applicant shall be held by the city until such applicant's utility service for which the deposit was made shall be terminated. Upon termination of the service, the applicant shall be entitled to a refund of the deposit, less any amount which is due and owing to the city.

(Code 1986, § 37-53)

DIVISION 2. SEWER RATES, WATER RATES, AND FEES

Sec. 122-119. Tapping charge for sewer service.

~~(a) — Generally. The customer shall be required to pay the following tapping charges to the city for the tapping of the sewer main for sewer service to him:~~

~~TABLE INSET:~~

Size	Cost
4 inch	\$400.00
Over 4 inch	Actual cost of labor and material

~~(b) — Developed subdivisions. In developed subdivisions where the cost of constructing sewer lines shall have been paid by the developer, the tapping charge for a four inch sewer tap shall be \$25.00.~~

~~(Code 1986, § 37-54; Ord. No. 02-48, § 1, 10-16-2002)~~

GENERAL. The customer shall pay the entire cost of connection for sewer service, including but not limited to, tapping the sewer main, installing sewer service line, or any other required appurtenance, etc., but such facilities shall become the property of the city to the easement line. All such installations shall be performed by a Licensed Plumber and the installation and completed configuration is to be inspected by City and approved by City prior to initiation of water and sewer service.

Sec. 122-120. Sewer rates.

The schedule of monthly rates and charges for sanitary sewer service furnished by the city shall be as follows:

- (1) One commode, urinal, bathtub, shower, bath, sink or other drain . . . \$0.60
 - (2) For each additional commode, urinal, bathtub, sink, shower, bath or other drain . . . \$0.60 Minimum monthly charge . . . \$1.20
 - (3) The provisions of section 122-37 requiring a separate house sewer for each house or building shall not apply to an apartment house containing at least six dwelling units or to a group of six or more houses or buildings located on the same lot or abutting lots used as residential rent houses or apartments, if all of the lots, houses and buildings are owned by the same person.
 - (4) In assessing rates for sewer service, an apartment house and a group of houses or buildings, as described in subsection (3) of this section, shall be considered as a unit or as one house or building.
 - (5) In addition to the charges to be collected pursuant to subsections (1) and (2) of this section, the following charges shall be collected and shall apply only to water consumption measured by any city water meter serving a building located within the city limits:
 - a. One thousand gallons or less water usage . . . \$2.55
 - b. For each additional 1,000 gallons of water usage . . . \$2.55
- (Code 1986, § 37-55; Ord. No. 02-48, § 1, 10-16-2002; Ord. No. 04-52, § 1, 11-3-2004)

Sec. 122-121. Tapping charge for water service.

~~(a) *Generally.* The customer shall be required to pay the following tapping charges to the city for the tapping of the water main for water service to him:~~

TABLE INSET:

Size	Cost
3/4 inch by 5/8 inch	\$400.00
1 inch	500.00
All larger	Actual cost of labor and material

(a) GENERAL. The customer shall pay the entire cost of connection, including but not limited to, tapping the main, installing any required valve, meter, or any other required appurtenance, etc., but such facilities shall become the property of the city to the easement line. All such installations shall be performed by a Licensed Plumber in accordance with city standards and in accordance with national plumbing standards. The installation and completed configuration is to be inspected by City and approved by City prior to initiation of water and sewer service.

(b) Developed subdivisions. In developed subdivisions where the cost of constructing water lines shall have been paid by the developer, the tapping charge for a three-fourths inch by five-eighths inch water tap shall be \$25.00. In

developed subdivisions where the cost of constructing water lines shall have been paid by the developer, the developer shall also pay the entire cost of connection, including but not limited to, tapping the main, installing any required valve, meter, or any other required appurtenance, etc., but such facilities shall become the property of the city to the easement line. Developer will also be required to pay for the procurement and installation of water meters and appurtenances as required by City. All such water meter installations in developed subdivisions shall include Automated Water Meter (AMR) equipment, as required, which is in accordance with City AMR guidelines and which is completely compatible with City's Automated Water Meter reading and billing system.

(c) Commercial and Industrial Customer Accounts. For all water/sewer accounts which require a water meter larger than ¾ inch, the customer is responsible for the entire cost of connection, including but not limited to, tapping the main, installing any required valve, meter, or any other required appurtenance, etc., but such facilities shall become the property of the city to the easement line. Such water customers will also be required to pay for the procurement and installation of water meters and appurtenance as required by city. All such water meter installations for meters larger than ¾ inch shall include Automated Water Meter (AMR) equipment, as required, which is in accordance with City AMR guidelines and which is completely compatible with City's Automated Water Meter reading and billing system.

(Code 1986, § 37-56; Ord. No. 02-48, § 1, 10-16-2002)

Sec. 122-122. Water rates.

The schedule of monthly rates and charges for water services furnished by the city to its water customers is hereby established as follows:

(1) *Domestic, commercial and industrial schedule.*

For the first increment of water usage up to and including 2,000 gallons of water, the minimum rate will be as follows:

Minimum monthly billing:

5/8-inch meter \$6.75

3/4-inch meter \$7.25

1-inch meter \$7.75

1 1/2-inch meter . . . \$11.75

2-inch meter \$21.75

3-inch meter \$37.75

4-inch meter \$73.75

6-inch meter \$145.75

For the additional incremental water usage in excess of 2,000 gallons, per 1,000 gallons . . . \$2.80

~~Where more than one house, business or individually tenanted premises are served through one connection, the gallons of each step of the rates shall be multiplied by the number of each separate unit so served. The amount so computed, if more than the minimum charge for the size of the meter used, shall~~

~~be charged. If the amount is less than the minimum established in this section, the minimum charge shall be charged.~~

(2) *Automatic sprinkler connections.* This subsection is applicable for fire protection where automatic sprinklers are installed and protected by automatic sprinkler control. No use of water shall be allowed under the provisions of this subsection except for fire protection when automatic sprinklers are operated. A rate of \$1.33 per inch of diameter of line serving the customer will be charged. The customer shall pay the entire cost of connection, including tapping the main, installing the valve, etc., but such facilities shall become the property of the city. (Code 1986, § 37-57; Ord. No. 01-44, § 1, 10-17-2001; Ord. No. 04-52, § 2, 11-3-2004)

Sec. 122-123. Due date for payment of charges.

Payment of the rates and charges fixed and prescribed by this article must be received in the utilities department of the city within 15 days of the billing date stated on the bill.

(Code 1986, § 37-58; Ord. No. 93-42a, § 1, 9-1-93)

Sec. 122-124. Disconnection of service for nonpayment.

If any consumer of utility services furnished by the city does not pay the rates and charges on the 16th day of billing cycle, a past due disconnect notice will be mailed. The consumer will have ten days to pay the bill in full. The payment must reach the utilities department of the city on the tenth day, or the service is subject to immediate termination.

(Code 1986, § 37-59; Ord. No. 93-42a, § 1, 9-1-93)

Sec. 122-125. Resumption of service after disconnection for nonpayment.

Any consumer of the utility services furnished by the city whose utility services have been disconnected or terminated for the nonpayment of the rates and charges due by him to the city may have such utility services resumed by paying all rates and charges due by him to the city, and, in addition thereto, a reconnection fee of \$25.00.

(Code 1986, § 37-60; Ord. No. 93-42a, § 1, 9-1-93; Ord. No. 02-48, § 1, 10-16-2002)

Sec. 122-126. Discontinuance of service by customer.

Any customer of utilities furnished by the city no longer desiring any utility service shall request disconnection and termination thereof. Thereafter, the city secretary shall cause the meter to be removed, or, in lieu thereof, the services to be terminated.

(Code 1986, § 37-61; Ord. No. 93-42a, § 1, 9-1-93)

Sec. 122-127. Rates and charges of public utilities to be fixed by city commission.

The city commission shall fix and approve the rates charged by any private public utility company doing business within the city. It shall be unlawful for any such

public utility company or any officer or employee thereof to assess or charge for services rendered any rate other than the rate so fixed or approved.
(Code 1986, § 37-62; Ord. No. 93-42a, § 1, 9-1-93)

Sec. 122-128. Transfer of service.

If any consumer of utilities furnished by the city shall move from one location within the city to another location within the city, his utility services may be transferred thereto without the necessity of a new application or deposit, upon the payment of a transfer fee \$25.00.

(Code 1986, § 37-63; Ord. No. 93-42a, § 1, 9-1-93; Ord. No. 02-48, § 1, 10-16-2002)

Sec. 122-129. Vacation status.

If a customer desires to request a vacation status, the fee shall be a service charge of \$10.00 to turn off the water and a service charge of \$10.00 to turn on the water again. Vacation status may not exceed 90 days.

(Ord. No. 93-42a, § 2(37-64), 9-1-93)

Sec. 122-130. Service charge on returned checks.

There shall be a service charge of \$25.00 for all returned checks.

(Ord. No. 93-42a, § 2(37-65), 9-1-93; Ord. No. 02-48, § 1, 10-16, 2002)

Secs. 122-131--122-450 138. Reserved.

DIVISION 3. BACKFLOW PREVENTION

Sec. 122-139. Backflow prevention. General.

No water service connection shall be made to any plumbing system where a potential or actual contamination hazard exists unless the water supply is protected in accordance with the commission rules and this section. The city shall discontinue water service if a required backflow prevention assembly is not installed, maintained and tested in accordance with the commission rules and with City Backflow Prevention Program Guidelines.

Sec. 122-140. Definitions.

Backflow prevention assemblies are assemblies or devices designed to provide protection against health hazards; e.g. air gap, reduced pressure zone, double check valve, etc.

Backflow prevention assembly tester means a licensed backflow prevention assembly tester who holds a current license issued by the commission.

Commission means the Texas Commission on Environmental Quality (TCEQ), its predecessor agency and any successor agencies.

Commission rules means those rules governing public water systems and found in Title 30 of the Texas Administrative Code Chapter 290, Subchapter D.

Manual M14 means the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control, Second Edition or current.

Cross-connection is any actual or potential connection or structural arrangement between a potable water supply system and any plumbing fixture or any tank, receptacle, equipment, or device, through which it may be possible for any non-potable, used unclean, polluted and/or contaminated water, or other contaminant, to enter into any part of such potable water system under any condition or set of conditions.

Person refers to any individual, partnership, associations, corporation, firms, clubs, trustees, receivers, and bodies politic and corporate.

Thermal expansion means heated water that does not have the space to properly expand.

Closed system refers to water, once it has passed through a properly functioning backflow prevention device, that cannot re-enter the distribution system.

Sec 122-141. Backflow prevention assembly installation, testing, and maintenance.

(a) All backflow prevention assemblies shall be tested upon installation by a backflow prevention tester and certified to be operating within specification enumerated in the Manual M14 or the University of Southern California Manual of Cross-Connection Control, Ninth Edition, or current. Backflow prevention assemblies which are installed to provide protection against health and non-health hazards must be tested and certified to be operating within specification at least annually by a backflow prevention assembly tester.

(b) All backflow prevention assemblies shall be installed and tested in accordance with the manufacturer's instructions, Manual M14 or the University of Southern California Manual of Cross-Connection Control, Ninth Edition, or current. Test results shall be recorded on a backflow prevention assembly test report form and submitted to the City plumbing inspector within five days of the test.

(c) Assemblies shall be repaired, overhauled, or replaced at the expense of the owner whenever said assemblies are found to be defective by a backflow prevention assembly tester. Original forms of such test, repairs, and overhaul shall be submitted to the City plumbing inspector within five working days of the test, repair, or overhaul of each backflow prevention assembly.

(d) No backflow prevention assembly or device shall be removed from use, relocated, or other assembly or device substituted without the approval of the City plumbing inspector. Whenever the existing assembly or device needs to be removed from the present location, the backflow assembly or device shall be replaced with a backflow prevention assembly or device that complies with this section, Manual M14, or the pertinent plumbing code, whichever is most stringent.

Sec. 122-142. Customer service inspections.

(a) A customer service inspection shall be completed prior to providing continuous water service to all new construction, on any existing service when the City plumbing inspector has reason to believe that cross-connections or other

contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities.

(b) Only individuals with the following credentials shall be recognized as capable of conducting a customer service inspection:

- i. Plumbing inspectors and water supply protection specialists that are licensed by the Texas State Board of Plumbing Examiners; or
- ii. Customer service inspectors that are licensed by the commission of its designated agent, and hold a current license issued by the commission.

(c) The customer service inspection must be documented with an approved inspection form and such form must be submitted to the City plumbing inspector.

Sec. 122-143. Emergency suspension of water service.

(a) The water utilities department may, without prior notice, suspend water service to any premises when such suspension is necessary to stop an actual or potential backflow which:

- i. Presents or may present imminent and substantial danger to the environment or to the health or welfare of persons; or
- ii. Presents or may present imminent and/or substantial danger to the City' public water supply.

(b) As soon as practical after the suspension of service, the water utilities department shall notify the owner or person in charge of premises of the suspension, in person or by certified mail, and shall order such person to correct the cross-connection which allowed the backflow or potential backflow to occur. When time permits, the water utilities department should also notify the owner or person in charge prior to the suspending of water service.

(c) The water utilities department shall not reinstate suspended services until:

- i. The person presents proof, satisfactory to the water utilities department, that the hazard or potential hazard has been eliminated and its cause determined and corrected;
- ii. The person pays the City for all costs the City incurred in responding to the backflow or threatened potential backflow; and
- iii. The person pays the City for all costs the City will incur in reinstating service.

Sec. 122-144. Non-emergency suspension of water utility service.

(a) The water utilities department may suspend the City-provided water supply of any user who violates the following conditions;

- i. Refusing the water utilities department reasonable access to the water user's premises for the purpose of inspection;
- ii. Hindering or denying the water utilities department access to backflow prevention assemblies;
- iii. Failing to install, maintain, or test backflow prevention assemblies as required by the water utilities department; or

- iv. Failing to install, maintain, and operate their piping and plumbing systems in accordance with the City's plumbing code.

(b) The water utilities department will notify a water user in writing of the proposed termination of its water supply by certified mail, return receipt requested. The water user may petition the water utilities department for a reconsideration of the decision.

(c) The water utilities department shall not reinstate suspended services until:

- i. The person presents proof, satisfactory to the water utilities department, that the condition has been eliminated and its cause determined and corrected.
- ii. The person pays the City for all costs the city incurred in responding to the backflow or threatened potential backflow; and
- iii. The person pays the city for all costs the city will incur in reinstating service.

(d) A person commits an offense if the person reinstates water service to the premises terminated pursuant to this section, without the prior written approval of the water utilities department.

Sec. 122-145. Thermal expansion.

It is the sole responsibility of any user who owns or controls property to eliminate the possibility of thermal expansion, if a closed system has been created by the installation of a backflow prevention assembly.

Sec. 122-146. Fire hydrant protection.

An approved double check valve backflow prevention assembly or reduced pressure zone backflow prevention assembly shall be the minimum protection for fire hydrant water meters which are being used for a temporary water supply during any construction or other uses which would pose a potential hazard to the city's public water supply.

Sec. 122-147. Penalties.

(a) Criminal penalty. A person who violates a provision of this Division shall be guilty of a misdemeanor punishable by a fine not to exceed two thousand dollars (\$2,000.00), in accordance with 54.001 Texas Local Government Code.

(b) Civil penalty. The city attorney is authorized to commence an action for appropriate equitable or injunctive relief in a court of competent jurisdiction, in accordance with 54.012 Texas Local Government Code. Such relief may include:

- i. A civil penalty not to exceed one thousand dollars (\$1,000.00) per violation per day;
- ii. Recovery for expenses incurred by the city in responding to a violation of this section;
- iii. Injunction to prevent a violation of this Division; and
- iv. All other damages, costs, and remedies to which the city may be entitled.

Secs. 122-148 to Sec. 122-150. Reserved.

SECTION 2: It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable.

SECTION 3: That it is further provided that, 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 all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5: 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 6: That the City Secretary is hereby directed, in accordance with Article III of the City Charter, to publish this ordinance, by caption only, in one issue of the official paper, and obtain proof of such publication made by the printer or publisher of such paper. An affidavit made by said printer or publisher before some officer authorized by law to administer oaths, and filed with the person performing the duties of city secretary shall be prima facie evidence of such publication and promulgation of such ordinance in courts of the state. The ordinance so published shall take effect, and be in force, from and after ten days after publication thereof, unless otherwise expressly provided.

PASSED AND ADOPTED this 19th day of November, 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.d.

Second Reading Brick Masonry Ordinance Provision CITY COMMISSION AGENDA 2

Date: 11/19/2008

Submitted By: Linda Jennings, City Attorney Office

Submitted For: Doug Kneupper

Department: Transportation and Planning

Agenda Area: Regular Items

Information

ACTION REQUEST (Brief Summary)

Consider approval of the second reading of Ordinance No. 08-43 amending the City of Texas City Code of Ordinance by including text requiring adherence to the Brick Masonry Ordinance Provision.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Link:

Ord

08-43

ORDINANCE NO. 08-43

AN ORDINANCE AMENDING APPENDIX “A” ZONING, SECTION 40-38 AND 40-40 OF THE CODE OF ORDINANCES OF THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, ALSO KNOWN AS THE ZONING ORDINANCE; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR THE READING OF THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.

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; and

WHEREAS, an amendment is needed to amend provisions pertaining to the Brick Masonry Ordinance;

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

SECTION 1: That the Code of Ordinances of the City of Texas City, Texas, Appendix A. Zoning, Section 40-38, District F, light industrial, is hereby amended to add a new subsection (h) to read and provide as follows:

“Sec. 40-38. District F, light industrial.

(a) Purpose. District F is intended to provide for light manufacturing, wholesale and warehousing operations in an enclosed area. These uses are not of the variety to emit excessive noise, vibration, smoke, or odor.

(b) Principal uses.

(1) Any use permitted in the E-4 (commercial warehouse) district subject to the regulations of district F.

(2) Any manufacturing, research, wholesale, or warehouse operations which do not involve the primary production or storage of wood, metal or chemical products from raw materials, provided that such uses shall be contained within an enclosed building.

(3) Testing laboratories.

(4) Railroad facilities required to serve the district.

(c) Accessory uses.

(1) Paved automobile parking lots incidental to the principal use.

(2) Other uses which are subordinate to and incidental to the principal uses.

(3) Signs advertising services provided on the same premises subject to section 40-64 [Repealed].

- (4) Office space used in conjunction with a principal use.
- (5) Outdoor storage incidental to the primary use, provided that such storage shall be completely encompassed by a solid screening wall or fence of at least six feet in height and provided that materials shall be stacked no higher than one foot below the wall or fence.
- (d) Area and height regulations.
 - (1) Minimum lot area..... 15,000 square feet
 - (2) Minimum lot width . . . 80 feet
 - (3) Minimum lot depth . . . 150 feet
 - (4) Minimum front yard . . . 30 feet
 - (5) Minimum rear yard . . . 30 feet
 - (6) Minimum side yard . . . None
- If adjacent to any district zoned for residential uses . . . 30 feet
- If adjacent to street . . . 30 feet
- (7) Minimum distance between detached structures . . . 30 feet
- (8) Maximum lot coverage by structures . . . 70%
- (9) Maximum lot coverage by structures, driveways, and parking . . . 95%
- (10) Maximum height . . . 50 feet
- (e) Parking requirements. Off-street parking in this district shall be provided in accordance with section 40-56.
- (f) Screening requirements. Screening in accordance with section 40-59 is required along side and rear lot lines when these lot lines are adjacent to any district zoned for residential uses.
- (g) Landscape requirements. See section 40-63.
- (h) Building regulations. Each exterior façade elevation for all floors shall consist of a minimum of 80% brick, stone, or masonry, exclusive of doors, windows and window walls, unless otherwise approved by the Planning Board (reference Article III, Section 40-62)."

SECTION 2: That the Code of Ordinances of the City of Texas City, Texas, Appendix A. Zoning, Section 40-40, District F-1, outdoor industrial, is hereby amended to add a new subsection (h) to read and provide as follows:

"Sec. 40-40. District F-1, outdoor industrial.

- (a) Purpose. District F-1 is intended to provide for light industrial uses which are predominately operated outdoors. Because of the potential visual and noise impacts of the uses permitted in this district, additional buffering may be required for protection of adjacent areas.
- (b) Principal uses.
 - (1) Any use permitted in the F (light industrial) district subject to the regulations of district F-1.
 - (2) Motor freight terminals.
 - (3) Trucking terminals.
 - (4) Railway freight terminals.
 - (5) Outdoor storage of sand, gravel, rock, or earth.
 - (6) Outdoor storage of industrial equipment or supplies.
 - (7) Sales, rental, and storage of heavy load vehicles, tractor trailers, cranes, bulldozers,

or similar equipment.

(c) Accessory uses.

(1) Paved automobile parking lots incidental to the principal use.

(2) Other uses which are subordinate to and incidental to the principal uses.

(3) Signs advertising services provided on the same premises subject to section 40-64 [Repealed].

(4) Office space used in conjunction with a principal use.

(d) Area and height regulations.

(1) Minimum lot area..... 20,000 square feet

(2) Minimum lot width . . . 80 feet

(3) Minimum lot depth . . . 150 feet

(4) Minimum front yard . . . 30 feet

(5) Minimum rear yard . . . 30 feet

(6) Minimum side yard . . . None

If adjacent to any district zoned for residential uses . . . 30 feet

If adjacent to street . . . 30 feet

(7) Minimum distance between detached structures . . . 30 feet

(8) Maximum lot coverage by structures . . . 95%

(9) Maximum lot coverage by structures, driveways, and parking . . . 95%

(10) Maximum height . . . 50 feet

(e) Parking requirements. Off-street parking in this district shall be provided in accordance with section 40-56.

(f) Screening requirements. Screening in accordance with section 40-59 is required along side and rear lot lines when these lot lines are adjacent to any district zoned for residential uses.

(g) Landscape requirements. See section 40-63.

(h) Building regulations. Each exterior façade elevation for all floors shall consist of a minimum of 80% brick, stone, or masonry, exclusive of doors, windows and window walls, unless otherwise approved by the Planning Board (reference Article III, Section 40-62)."

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

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

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

PASSED ON FIRST READING this 5th day of November, 2008.

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

ATTEST:

Pamela A. Lawrence
City Secretary

PASSED ON SECOND READING this _____ day of November, 2008.

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

ATTEST:

Pamela A. Lawrence
City Secretary

PASSED AND FINALLY ADOPTED this _____ day of December, 2008.

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

ATTEST:

APPROVED AS TO FORM:

Pamela A. Lawrence
City Secretary

Robert Gervais
City Attorney