

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

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

**WEDNESDAY, MARCH 4, 2009 - 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM - CITY HALL**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS AND PRESENTATIONS**
- 4. REPORTS**
  - a. Presentation of the 2008 Annual Racial Profiling Report in accordance with Texas CCP Article 2.134. (Police Dept.)
  - b. Investment Report for the quarter ending December 31, 2008. (Finance Dept.)
- 5. PUBLIC HEARING**
  - a. Public Hearing to consider the City of Texas City's proposed disannexation of a 110-acre tract, located just south of FM 646 and bounded by Caroline Street on the west and Gum Bayou on the east. (Transportation and Planning Dept.)
- 6. CONSENT AGENDA**
  - a. Consider approval of the Minutes from the February 18, 2009 Regular Called City Commission Meeting.
  - b. Consider approval of **Resolution No. 09-016** awarding the bid for the **construction of the Fire Station # 1 Parking Lot**. (Purchasing Dept.)
  - c. Consider approval of **Resolution No. 09-017** awarding the **annual contract** for the purchase of **Gasoline and Diesel**. (Purchasing Dept.)
  - d. Consider approval of **Resolution No. 09-018** awarding the **annual contract** for the purchase and delivery of **Water & Sewer Line Repair Material**. (Purchasing Dept.)
  - e. Consider approval of **Resolution No. 09-019** in support of a **Windmill Farm at the Gulf Coast Water Authority reservoir** on SH 146 to be installed and managed by Duke Energy. (Management Services)
- 7. REGULAR ITEMS**

- a. Consider approval of **Resolution No. 09-014** authorizing the Mayor to execute an **agreement between the Galveston County Fire Fighters Association and the City of Texas City for mutual aid.** (Fire Dept.)
- b. Consider approval of **Resolution No. 09-015 scheduling two public hearings to consider a Limited Purpose Annexation** for the Grand Cay Harbour subdivision aka MUD 52. (Planning Dept.)
- c. Consider approval of **Ordinance No. 09-08** providing for the **disannexation of approximately a 110-acre tract**, previously annexed August 24, 2005 by the City of Texas City. (Transportation & Planning Dept.)
- d. Consider approval of **Ordinance No. 09-09 amending** the City of Texas City's fiscal year **2008/2009 budget** allocating funds for the procurement of property for the DOW drainage project. (Finance Dept.)

8. **PUBLIC COMMENTS**

9. **MAYOR'S COMMENTS**

10. **COMMISSIONERS' COMMENTS**

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

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

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

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

**DATED: February 27, 2009**

4.a.

**2008 Annual Racial Profiling Report by Chief Burby  
CITY COMMISSION AGENDA 2**

**Date:** 03/04/2009  
**Submitted By:** Carla Costello, Police Department  
**Submitted For:** Robert Burby  
**Department:** Police Department  
**Agenda Area:** Reports

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**Information**

**ACTION REQUEST (Brief Summary)**

Presentation of Police Department's required 2008 Annual Racial Profiling Report by Chief Robert Burby in accordance with Texas CCP Article 2.134

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

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**Attachments**

Link:  
[08racialprofilerpt](#)

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# TEXAS CITY POLICE DEPARTMENT

2008

## RACIAL PROFILING REPORT

*Robert J. Burby*  
*Chief of Police*





# TEXAS CITY POLICE DEPARTMENT



## *MEMORANDUM*

DATE: February 23, 2008

TO: Mayor Matt Doyle, Commissioner Mike Land, Commissioner Dee Ann Haney,  
Commissioner J.W."Scooter" Wilson,Jr., Commissioner Donald Singleton,  
Commissioner Dedrick Johnson, Commissioner Tommy Clark

FROM: Chief Robert J. Burby

RE: Racial Profile Report for the Calendar Year 2008

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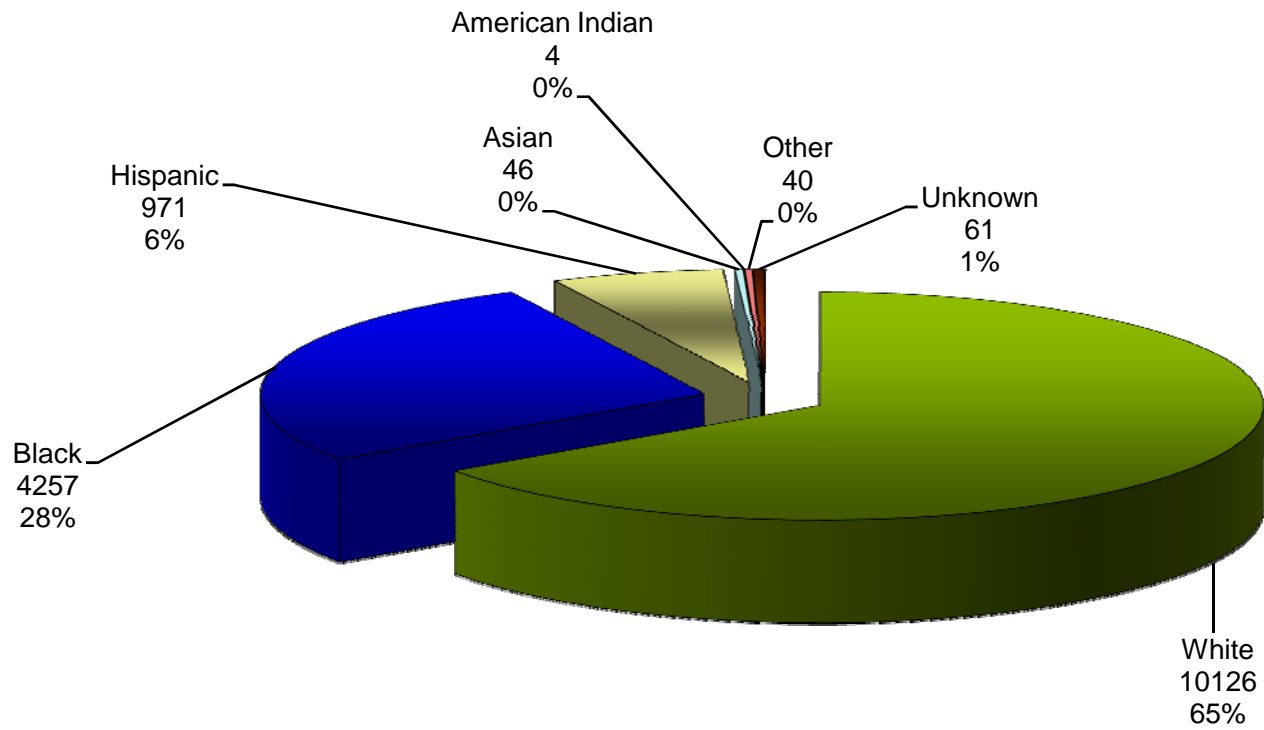
In compliance with Article 2.134 of the Texas Code of Criminal Procedure, I am providing you with a copy of the Annual Racial Profiling Report.

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

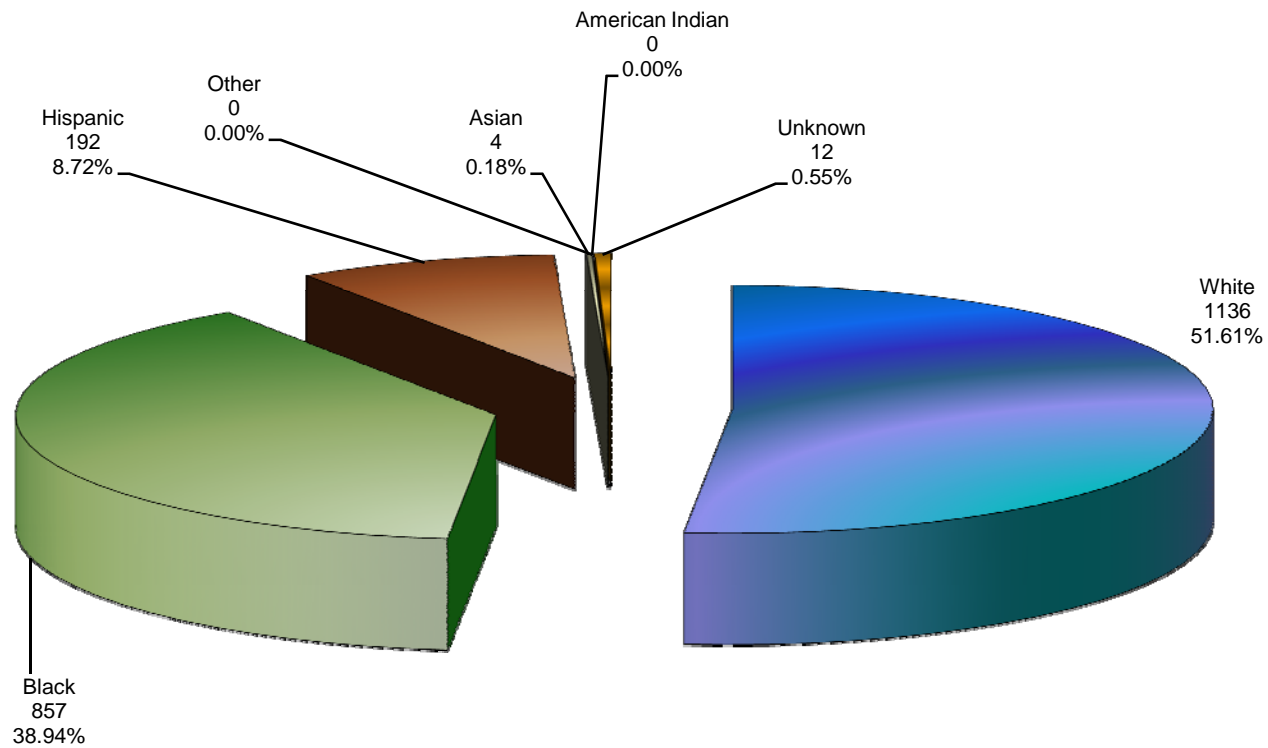
In examining the data contained in this report, I can find no evidence of racial profiling in this Department and I believe we are in compliance with state requirement.

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

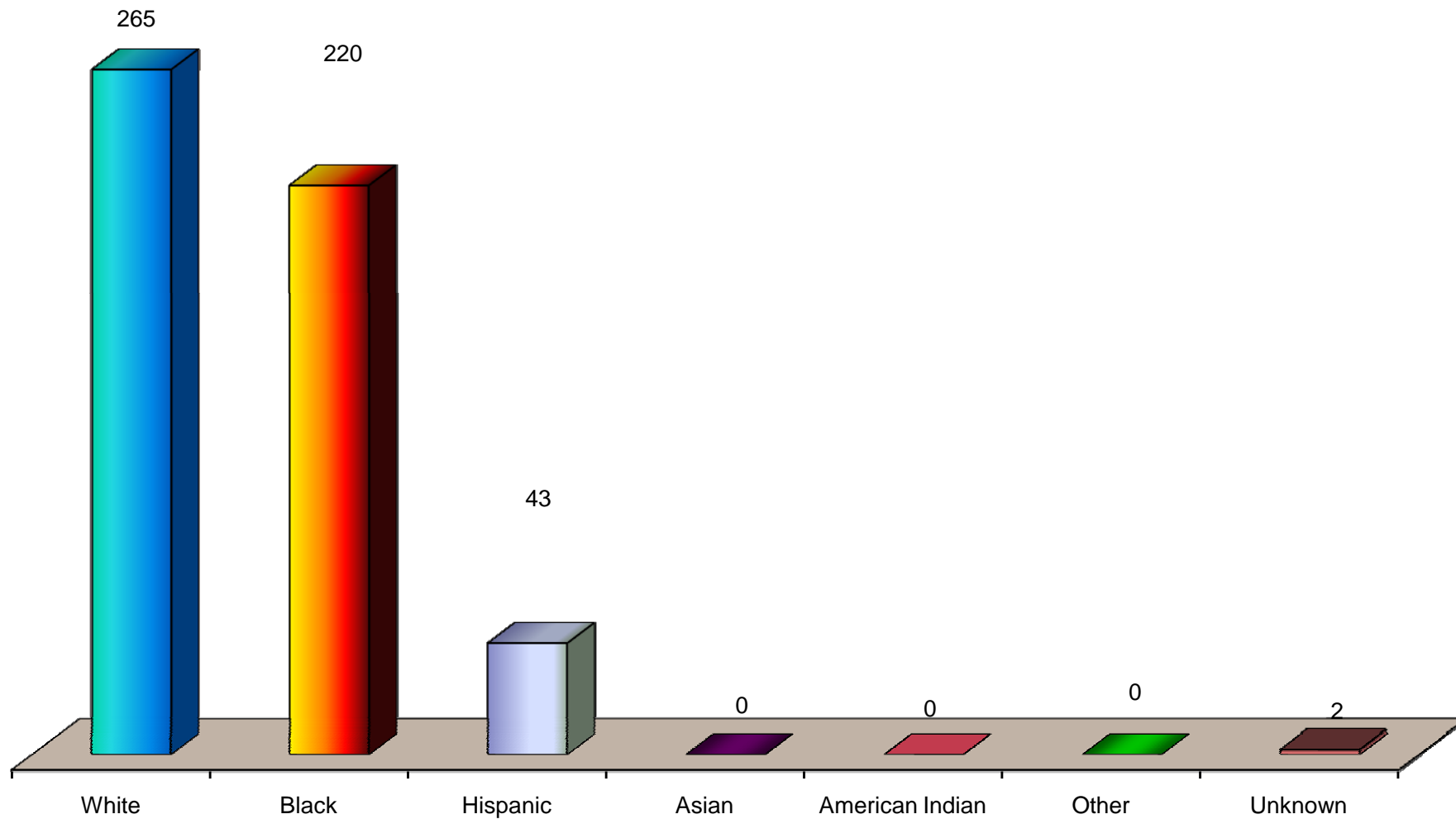
## 2008 RACIAL PROFILE REPORT



## TEXAS CITY POLICE DEPARTMENT ARREST COMPARISON - 2008

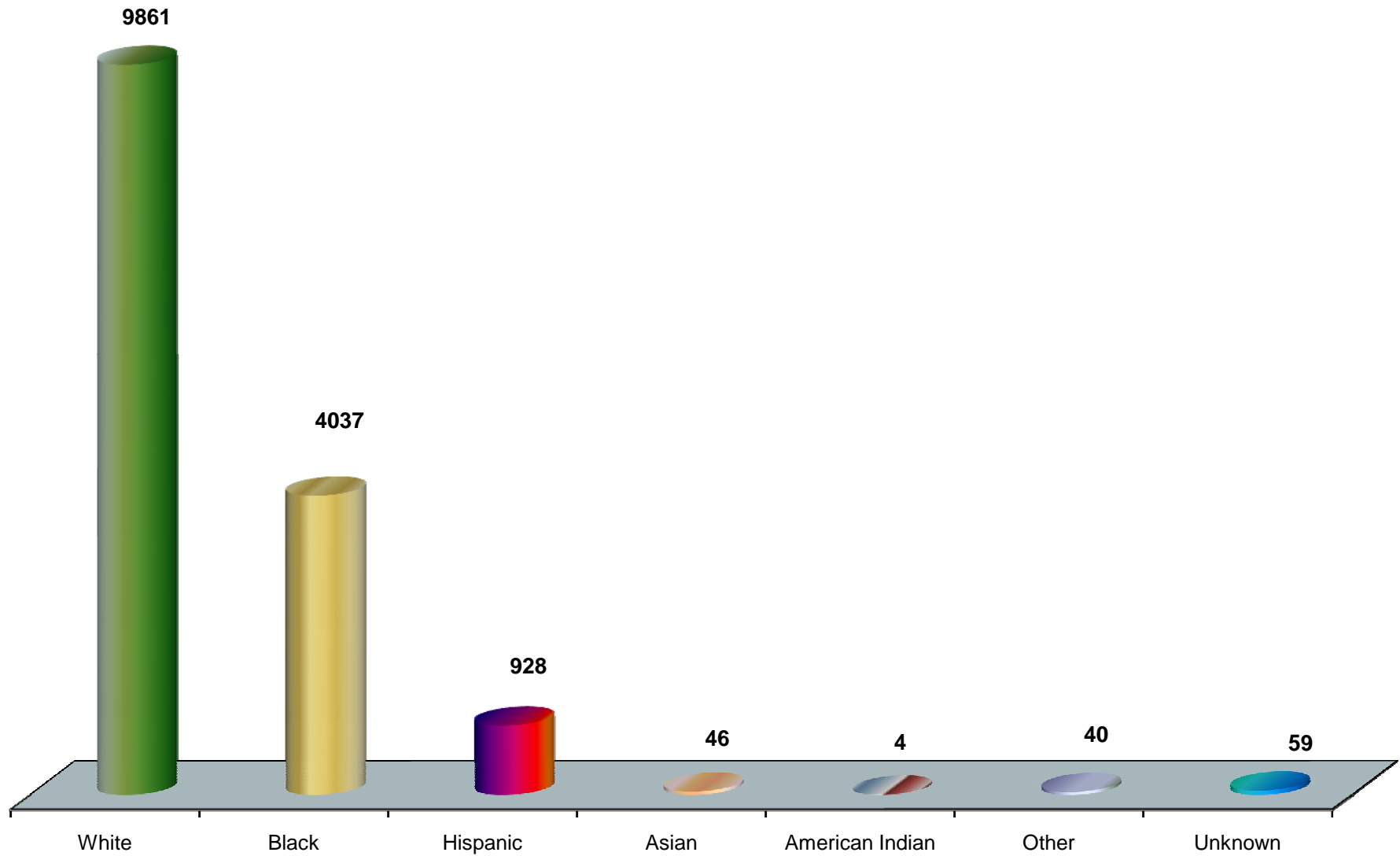


## TEXAS CITY POLICE DEPARTMENT SEARCHES - TRAFFIC STOP - 2008

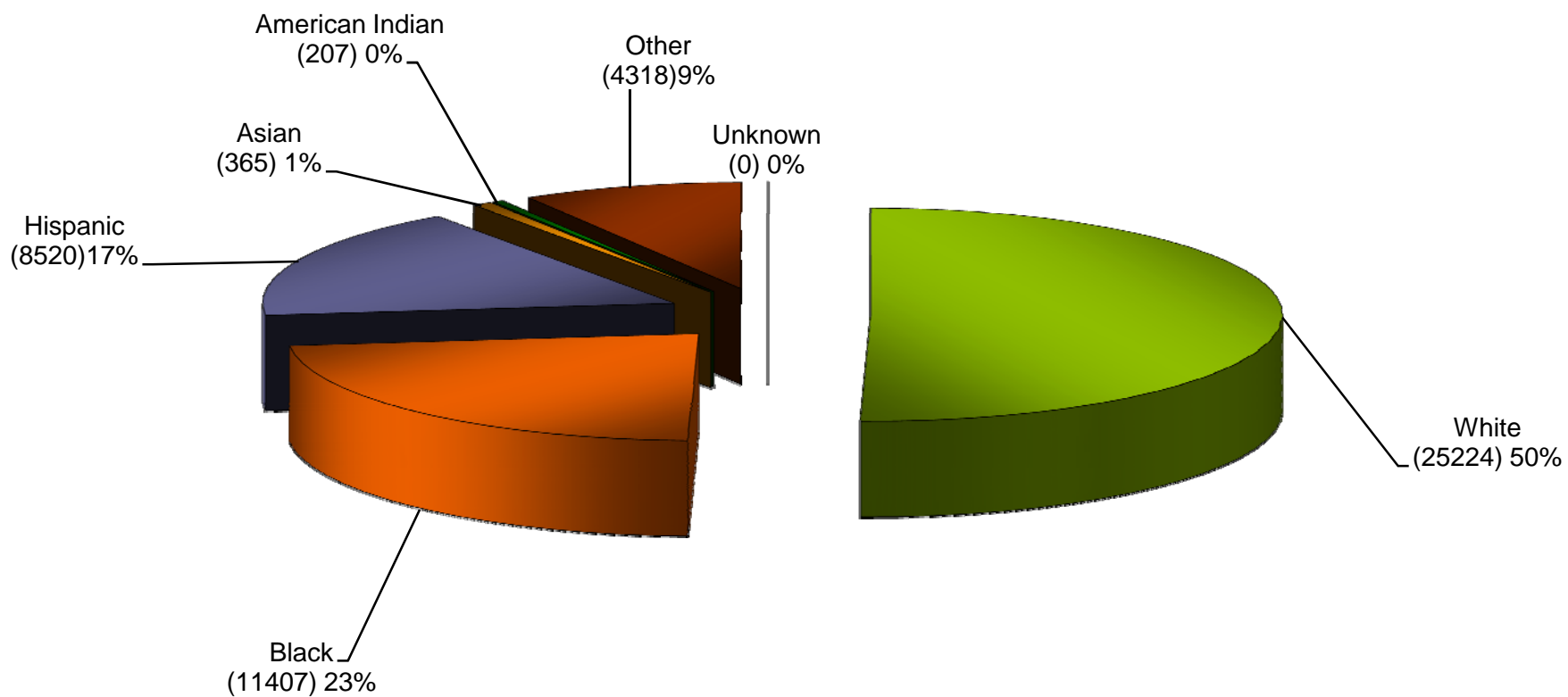




# TEXAS CITY POLICE DEPARTMENT NO SEARCHES - TRAFFIC STOP - 2008



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



4.b.

**Investment Report for Quarter Ending December 31, 2008**  
**CITY COMMISSION AGENDA 2**

**Date:** 03/04/2009  
**Submitted By:** Cheryl Hunter, Finance  
**Submitted For:** Cheryl Hunter  
**Department:** Finance  
**Agenda Area:** Reports

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**Information**

**ACTION REQUEST (Brief Summary)**

Investment Report for the quarter ending December 31, 2008.

**BACKGROUND**

A summary of transactions in the portfolio for the quarter ending December 31, 2008 are attached.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

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**Attachments**

*No file(s)  
attached.*

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**Disannexation****CITY COMMISSION AGENDA 2****Date:** 03/04/2009**Submitted By:** Edna Patterson, Transportation and Planning**Submitted For:** Doug Kneupper**Department:** Transportation and Planning**Agenda Area:** Public Hearing**Information****ACTION REQUEST (Brief Summary)**

Disannexation of approximately a 110-acre tract, previously annexed August 24, 2005 by the City of Texas City.

**BACKGROUND**

This area was part of a larger annexation that occurred on August 24, 2005 (Ordinance #05-34) Tract Two of the original annexed area is approximately a 1300-acre tract that is bounded by Caroline Street on the west, Hwy. 146 on the east, the City of League City on the north and the City of Texas City's current city limit on the south. The area being considered for diannexation is just south of FM 646 and bounded by Caroline Street on the west and Gum Bayou on the east.

League City's ETJ extended farther than thought at the time of annexation by Texas City. In our partnering with League City, it was agreed to release this tract.

**ANALYSIS**

On February 18, 2009, Commission approved Resolution #09-013 setting a Public Hearing to consider an Ordinance disannexing the referenced tract of land previously annexed August 24, 2005.

Upon approval of this disannexation, the area will be covered by League City's ETJ.

**ALTERNATIVES CONSIDERED****Fiscal Impact****Attachments**

Link: Public Hearing  
Notice

Link:  
DisannexationMar4  
2009

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City Commission of Texas City will hold a **PUBLIC HEARING** on **Wednesday, March 4, 2009 at 5:00 p.m.** in the Kenneth T. Nunn Room at City Hall. The purpose of the Public Hearing is to give all interested persons the right to appear and be heard on the proposed disannexation by the City of Texas City, Texas of that certain property described as follows:

The City of Texas City is considering disannexation of a 110-acre tract, previously annexed August 24, 2005, as part of a larger annexation by the City of Texas City; the area (within Tract Two) being considered for disannexation is just south of FM 646 and bounded by Caroline Street on the west and Gum Bayou on the east.

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

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

Date of posting: February 20, 2009

**PROPOSED DE-ANNEXATION PARCEL  
FROM THE CITY OF TEXAS CITY  
GALVESTON COUNTY TEXAS  
TRACT 1**

BEING a tract of land of approximately 110 acres bounded on the west by the east line of Caroline Street (60' Right of Way), bounded on the south by the north line, and extensions thereof, of the Branding Iron Community Subdivision as per the map or plat recorded in Volume 18 Page 18 of the Galveston County Map Records, bounded on the east by the east line of the Galveston County Drainage Easement along Gum Bayou, and bounded on the north by the south line of League City Semi-Tropical Gardens Subdivision as recorded in Volume 11 Page 4 of the Galveston County Map Records, and said 110 acre parcel being more particularly described by metes and bounds as follows;

BEGINNING at the intersection of the westerly extension of the north line of the Branding Iron Community Subdivision as per the map or plat recorded in Volume 18 Page 18 of the Galveston County Map Records with the east line of Caroline Street (60' right of way)

THENCE in a northerly direction along the said east line of Caroline Street to the point of intersection with the south line of League City Semi-Tropical Gardens Subdivision as recorded in Volume 11 Page 4 of the Galveston County Map Records;

THENCE in an easterly direction along the said south line of said League City Semi-Tropical Gardens Subdivision to the point of intersection with the east line of the Galveston County Drainage Easement along Gum Bayou;

THENCE in a southerly direction along the said east line of the Galveston County Drainage Easement along Gum Bayou to the point of intersection with the easterly extension of the north line of the Branding Iron Community Subdivision;

THENCE in a westerly direction with the said easterly extension of the north line of the Branding Iron Community Subdivision, the north line of Branding Iron Community Subdivision, and the westerly extension of the north line of the Branding Iron Community Subdivision to the Place of Beginning at the point of intersection with the east line of Caroline Street.

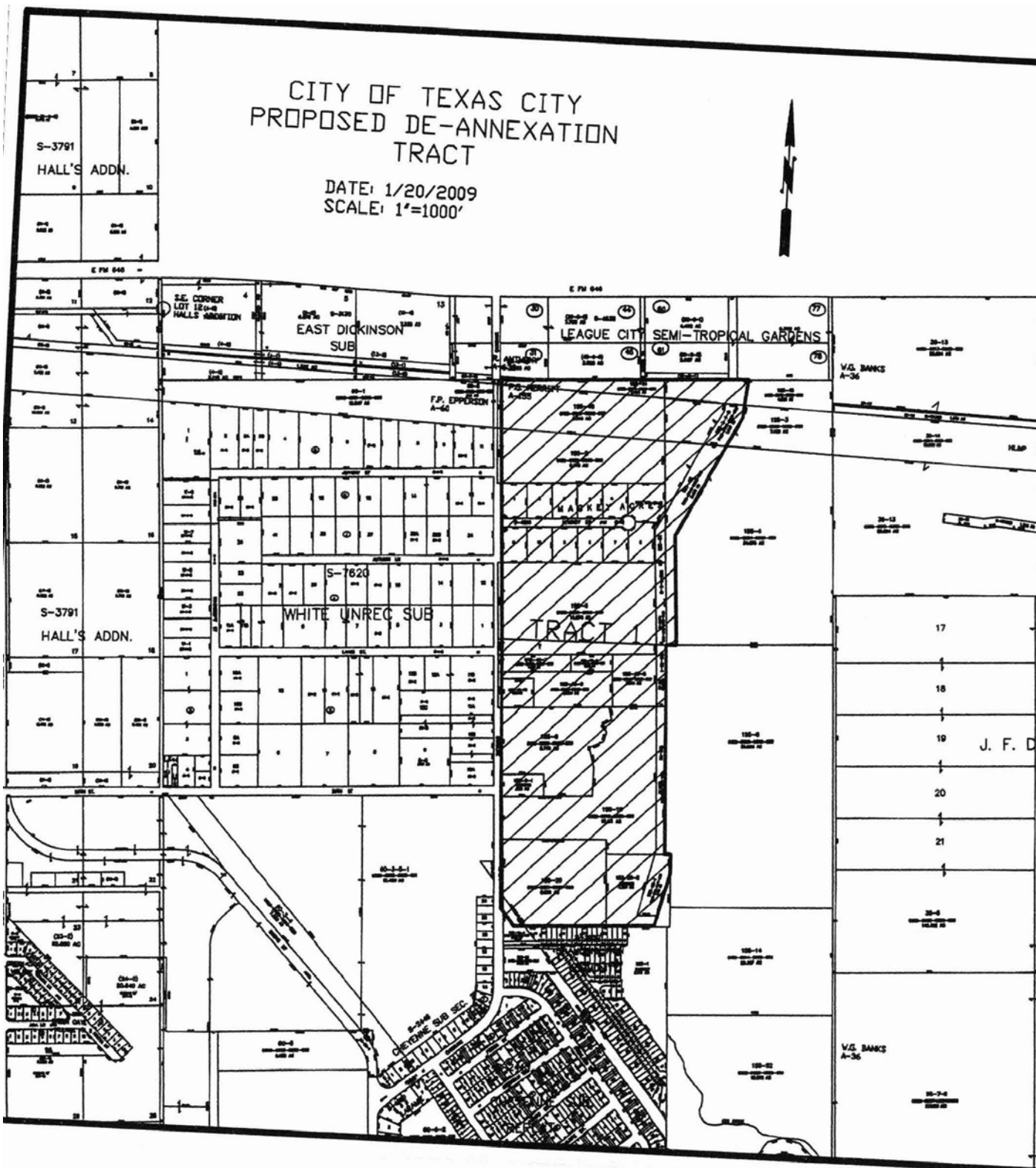
NOTE: THIS DOCUMENT HAS BEEN PREPARED UNDER 22 TAC § 663.23; DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND; IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF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

**PREPARED  
JAN. 20, 2009  
BY  
ELLIS SURVEYING SERVICES  
8419 E.F. LOWRY EXPRESSWAY  
TEXAS CITY, TEXAS 77591  
TEL: 409-938-8700 FAX 409-938-8706**



CITY OF TEXAS CITY  
PROPOSED DE-ANNEXATION  
TRACT

DATE: 1/20/2009  
SCALE: 1"=1000'



6.a.

## Minutes from the February 18, 2009 Regular Called City Commission Meeting

### CITY COMMISSION AGENDA 2

**Date:** 03/04/2009

**Submitted By:** Pam Lawrence, Administration

**Department:** Administration

**Agenda Area:** Consent

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#### Information

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

Consider approval of the Minutes from the February 18, 2009 Regular Called City Commission Meeting.

#### **BACKGROUND**

#### **ANALYSIS**

#### **ALTERNATIVES CONSIDERED**

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#### Fiscal Impact

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#### Attachments

Link: Minutes from the  
2-18-2009 City  
Commission Meeting

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**REGULAR CALLED CITY COMMISSION MEETING**

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

**WEDNESDAY, FEBRUARY 18, 2009 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL**

A **Regular Called Meeting of the City Commission** was held on **Wednesday, February 18, 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, Mike Land and Donald Singleton. Commissioners Dedrick Johnson and John W. Wilson were not able to attend.

The **Mayor** called upon **Pastor Daniel Keur, Trinity Baptist Church**, to offer the **Invocation**. The Mayor thanked Pastor Keur for his attendance and for offering the invocation. **Commissioner Haney** 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 Certificate of Welcome to Pastor Keur.

**Office of the Mayor**



**Certificate of Welcome**

Whereas, on Wednesday, February 18, 2009, Interim Pastor Daniel Keur delivered the invocation at the regularly scheduled City Commission meeting for the City of Texas City and will be sharing his love of God and Country with the congregation of Trinity Baptist Church; and

Whereas the citizens of Texas City are honored that you have chosen Texas City as your new home and hope that you and your wife Kara will take advantage of our many beautiful parks and cultural facilities. We pledge our total cooperation in assisting you and your family in making Texas City a comfortable place to live, work and play and it is our hope that you will make many great memories here.

Now, Therefore, I, Matthew T. Doyle, Mayor of the great City of Texas City, am honored to welcome our newest family and officially welcome

**Pastor & Mrs. Daniel Keur to Texas City**

In testimony whereof, witness my hand and the Seal of the City of Texas City, this the 18th day of February, 2009.

*Matthew T. Doyle, Mayor*

**Commissioners**

*Mike Land, Commissioner at Large  
Donald B. Singleton, District 1  
Dedrick D. Johnson, Sr., District 3*

*Dee Ann Haney, Commissioner at Large  
John "Scooter" Wilson, District 2  
Tommy Clark, District 4*

A Proclamation, proclaiming February 24<sup>th</sup> as National Pancake Day in Texas City, was presented to Shriners Chuck Mosely and Roy McGlawn.

Office of the Mayor



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

Whereas, Shriner's Hospitals for Children is a one-of-a-kind international health care system of 22 hospitals dedicated to improving the lives of children by providing specialty pediatric care, innovative research and outstanding teaching programs; and

Whereas, since 1922, Shriner's Hospitals have provided specialized care in a family centered environment to approximately 865,500 children at no charge – regardless of financial need; and

Whereas, the Galveston Shriner's Hospital is a 30-bed pediatric burn hospital equipped and staffed to care for children who need comprehensive acute care, as well as reconstructive and rehabilitative care. It is fitting and appropriate to acknowledge the contributions of Shriner's of North America and hospital volunteers for their continued support and care for patients.

NOW, therefore, be it proclaimed by the Mayor of the City of Texas City, Texas that February 24, 2009, is hereby proclaimed as

**National Pancake Day  
In Texas City, Texas**

I encourage all of our citizens visit your local International House of Pancake and make a small donation to support the hospital system and Shriner's Hospital for Children – Galveston.

In testimony whereof, witness my hand and the Seal of the City of Texas City, this the 12<sup>th</sup> day of February, 2009.

*Matthew T. Doyle, Mayor*

*Mike Land, Commissioner at Large  
Donald B. Singleton, District 1  
Dedrick D. Johnson, Sr., District 3*

*Dee Ann Haney, Commissioner at Large  
John "Scooter" Wilson, District 2  
Tommy Clark, District 4*

The **Mayor** congratulated Bruce Wimberly and thanked him for his service to the city; a clock and pen was presented to Mr. Wimberly.

**RETIREE :      BRUCE WIMBERLY              20 YEARS OF SERVICE**

The Mayor recognized Wolf Troop 240- Den 3, who attended the meeting to obtain their Civic Badge and also to see the City government in action.

The Mayor reviewed the Calendar of Events:

Youth Coalition will be held on February 26, 2009

The State of the City/County will be held on March 9, 2009 at 11:30 a.m.

The St. Patrick's Day Parade will be held on March 14; line up will be at the Stadium at 9:00 a.m.

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

- a. Consider approval of the **Minutes** from the February 4, 2009 Regular Called City Commission Meeting.
- b. Consider approval of **Resolution No. 09-011** awarding the contract for the Water Line Replacement Project-Phase 9. (Utilities Dept.)

**RESOLUTION NO. 09-011**

**A RESOLUTION AWARDED A CONSTRUCTION CONTRACT AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH D. L. ELLIOTT ENTERPRISES, INC. FOR THE BASE PROPOSAL AND ACCEPTANCE OF ALTERNATE NO. 1 AND NO. 2 FOR WATER LINE REPLACEMENT PROJECT – PHASE 9; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

- c. Consider approval of **Resolution No. 09-010** amending the Texas Department of Transportation (TxDOT) Landscape Maintenance Agreement. (Transportation & Planning Dept.)

**RESOLUTION NO. 09-010**

**A RESOLUTION AMENDING RIGHT-OF-WAY LANDSCAPE MAINTENANCE AGREEMENTS BETWEEN THE CITY OF TEXAS CITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR PROPERTY LOCATED AT FM1764 AND IH-45 AND PROPERTY LOCATED AT FM 1764 AT CENTURY BOULEVARD; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

- d. Consider approval of **Resolution No. 09-013** scheduling a Public Hearing for the disannexation of an approximate 110-acre tract, previously annexed August 24, 2005 by the City of Texas City. (Transportation & Planning Dept.)

**RESOLUTION NO. 09-013**

**A RESOLUTION CALLING PUBLIC HEARING TO BE HELD ON THE PROPOSED DISANNEXATION OF CERTAIN PROPERTY BY THE CITY OF TEXAS CITY, TEXAS; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO PUBLISH ALL REQUIRED NOTICES OF THE PUBLIC HEARING; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

- e. Consider approval of **Resolution No. 09-12** awarding the bid for re-roofing various facilities for the City of Texas City. (Purchasing Dept.)

**RESOLUTION NO. 09-012**

**A RESOLUTION AWARDED A BID AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE RE-ROOFING OF VARIOUS FACILITIES DUE TO DAMAGE CAUSED BY HURRICANE IKE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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

Danny Ochoa, 1705 Mackey Drive, Dickinson, addressed the Commission concerning (Consent Agenda item d.) the disannexation of 110 acres. Mr. Ochoa is one of the property owners. He stated that he was glad to see this going through.

## REGULAR ITEMS

- a. Consider approval of **Ordinance No. 09-07** permanently rezoning property located on the corner of Amburn Road and FM 1765 from "A" (Single Family Residential) to "E" (General Business) to develop a neighborhood retail service center, being Reserve A, Amburn Oaks Subdivision, Texas City, Texas. [requested by Harvin Moore/Amburn Oaks] (Inspections Dept.)

Brian Falk, Director of the Inspections Dept., reported that permits have been issued and that this property is ready to be permanently rezoned.

### ORDINANCE NO. 09-07

AN ORDINANCE AMENDING CHAPTER 40 OF THE CODE OF ORDINANCES OF THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, ALSO KNOWN AS THE ZONING ORDINANCE, BY REZONING FROM DISTRICT "A", SINGLE FAMILY RESIDENTIAL TO DISTRICT "E", GENERAL BUSINESS, FOR HARVIN MOORE / AMBURN OAKS TO DEVELOP A RETAIL SERVICE CENTER; ORDERING SAID CHANGES MADE ON THE CITY ZONING MAP; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; DISPENSING WITH THE CHARTER REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.

**Commissioner Land made a MOTION to APPROVE Ordinance No. 09-07 permanently rezoning property located on the corner of Amburn Road and FM 1765 from "A" (Single Family Residential) to "E" (General Business) to develop a neighborhood retail service center; Commissioner Clark SECONDED the motion. All present voted AYE. MOTION CARRIED.**

- b. Consider approval of **Ordinance No. 09-06** amending Ordinance No. 08-52 and amending the City Code, Chapter 90, "Personnel", Section 90-151 "Classes of Positions," by increasing the number of positions within the classification of engineer by one; prescribing the resulting number of position in each classification of the classified service of the fire department. (Fire Dept.)

Mayor explained that this does not increase the number of personnel; the classification of engineer is being increased by one with another classification that is being decreased by one.

### ORDINANCE NO. 09-06

AN ORDINANCE CORRECTING ORDINANCE NO. 08-52 AND AMENDING THE CITY CODE, CHAPTER 90, "PERSONNEL", SECTION 90-151 "CLASSES OF POSITIONS," BY INCREASING THE NUMBER OF POSITIONS WITHIN THE CLASSIFICATION OF ENGINEER BY ONE; PRESCRIBING THE RESULTING

NUMBER OF POSITIONS IN EACH CLASSIFICATION OF THE CLASSIFIED SERVICE OF THE FIRE DEPARTMENT; 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.

**Commissioner Clark made a MOTION to APPROVE Ordinance No. 09-06 amending Ordinance No. 08-52 and amending the City Code, Chapter 90, "Personnel", Section 90-151 "Classes of Positions," by increasing the number of positions within the classification of engineer by one; Commissioner Singleton SECONDED the motion. All present voted AYE. MOTION CARRIED.**

### **PUBLIC COMMENTS**

Nick Viator, representative of Texas P.R.I.D.E., informed the public that Texas P.R.I.D.E. is a crisis counseling program serving Galveston and Brazoria Counties. It is a free in-home and community based service for individuals, families, groups and organizations impacted by Hurricane Ike. Services include: social support, linking to community resources, individual counseling, group counseling and school groups. The program is funded through a grant from FEMA.

### **MAYOR'S COMMENTS**

Jay Williams announced that the Lowry Center will hold a Basketball Tournament in March.

### **COMMISSIONERS' COMMENTS**

Having no further business, **Commissioner Haney made a MOTION to ADJOURN at 5:19 p.m.; the motion was SECONDED by Commissioner Land. All present voted AYE. MOTION CARRIED.**

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**MATTHEW T. DOYLE, MAYOR**

**ATTEST:**

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**Pamela A. Lawrence, City Secretary**

pal: 02-19-2009

**Bid # 2009-196 Fire Station # 1 Parking Lot  
CITY COMMISSION AGENDA 2**

**Date:** 03/04/2009

**Submitted By:** Rita Williams, Purchasing

**Department:** Purchasing

**Agenda Area:** Consent

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve and award Bid # 2009-196 Fire Station # 1 Parking Lot.

**BACKGROUND**

Bid packets were mailed to twelve (12) area vendors on January 29, 2009. A bid tabulation is attached for your review.

Bids opened Monday, February 16, 2009 at 2:00 p.m.

Funds are available in the Fire Department Capital Expenditure Account.

**ANALYSIS**

The low responsible bid meeting all specifications was received from Lucas Construction Company, Inc., in League City, for the total bid amount of \$89,765.43. The total bid amount is well under the total amount budgeted.

It is my recommendation to award the project to Lucas Construction Company, Inc., for the total bid amount of \$89,765.43 and that the Mayor is authorized to execute a contract on behalf of the City Commission. I further recommend that the Mayor be authorized to approve change orders, not to exceed 25% of the total contract price, without bringing the matter before Commission.

Thank you

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

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**Attachments**

Link:  
Res  
09-016

Link:  
Exhibit  
A

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**RESOLUTION NO. 09-016**

**A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF FIRE STATION #1 PARKING LOT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, on January 29, 2009, bids were picked up and/or mailed to twelve (12) area vendors for the construction of Fire Station #1 Parking Lot, Bid No. 2009-196; and

**WHEREAS**, bids opened on February 16, 2009, and the lowest bid received meeting specifications was submitted by Lucas Construction Company, Inc.; and

**WHEREAS**, funds are available in the Fire Department Capital Expenditure Account.

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

**SECTION 1:** That the successful bidder for the construction of Fire Station #1 Parking Lot is Lucas Construction Company, Inc.;

**SECTION 2:** That the Mayor is hereby authorized to enter into a contract with Lucas Construction Company, Inc. for the construction of Fire Station #1 Parking Lot, Bid No. 2009-196 for the respective unit price bid of \$89,765.43, as set out in Exhibit "A", attached hereto and incorporated herein for all intents and purposes.

**SECTION 3:** That the Mayor is hereby further authorized to approve change orders, not to exceed 25% of the contract amount, without bringing the change orders before the City Commission.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 4th day of March, 2009.**

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

ATTEST:

APPROVED AS TO FORM:

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Pamela A. Lawrence  
City Secretary

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Robert Gervais  
City Attorney

**BID TABULATION**

**FIRE STATION # 1 PARKING LOT  
BID #2009-196**

Bid Opening: Monday, February 16, 2009 @ 2:00 p.m.

<b>VENDOR</b>	<b>TOTAL BID</b>
<b>Lucas Construction Company, Inc. League City, TX</b>	<b>\$89,765.43</b>
El Dorado Paving Company, Inc. Houston, TX	\$92,295.00
SER Construction Partners, LTD Pasadena, TX	\$92,648.00
Scohil Construction Services, LLC Houston, TX	\$94,845.00
D. Wagner Construction Santa Fe, TX	\$99,315.85
David Wight Construction Co., LTD Alvin, TX	\$104,656.00
American Latino Construction Services, Inc. Richmond, TX	\$104,797.50
AAA Asphalt Paving, Inc. Houston, TX	\$106,825.00
Harris Construction Company, LTD Houston, TX	\$115,655.00
BFJ Construction Texas City, TX	\$134,921.91
Cravens Partners, LTD Houston, TX	\$141,841.45
R. Hassell & Company, Inc Houston, TX	\$152,625.00
Southern Customs, Inc Houston, TX	\$221,245.00



**Bid # 2009-928 Gasoline and Diesel Annual Contract  
CITY COMMISSION AGENDA 2**

**Date:** 03/04/2009

**Submitted By:** Rita Williams, Purchasing

**Department:** Purchasing

**Agenda Area:** Consent

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve and award Bid # 2009-928 Gasoline and Diesel Annual Contract.

**BACKGROUND**

Bid packets were mailed to five (5) area vendors on February 4, 2009. A bid tabulation is attached for your review.

Bids opened Friday, February 20, 2009 at 2:00 p.m.

**ANALYSIS**

It is my recommendation to award the Gasoline and Diesel Annual Contract to Sun Coast Resources, Inc., in Houston, for the unit prices bid and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

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**Attachments**

Link:

Res  
09-017

Link:

Exhibit A

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**RESOLUTION NO. 09-017**

**A RESOLUTION AWARDDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO ANNUAL CONTRACT WITH SUN COAST RESOURCES, INC. FOR THE PURCHASE OF GASOLINE AND DIESEL; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, on February 20, 2009, bids were opened for the purchase of gasoline and diesel, Bid No. 2009-928; and

**WHEREAS**, the lowest bid meeting specifications for the annual contract for the purchase of gasoline and diesel was submitted by Sun Coast Resources, Inc.

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

**SECTION 1:** That the successful bidder for the annual contract for the purchase of gasoline and diesel was submitted by Sun Coast Resources, Inc.

**SECTION 2:** That the Mayor is hereby authorized to enter into an annual contract with Sun Coast Resources, Inc. for the purchase of gasoline and diesel, as described and priced in Exhibit "A" attached hereto 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 4th day of March, 2009.**

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

ATTEST:

APPROVED AS TO FORM:

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Pamela A. Lawrence  
City Secretary

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Robert Gervais  
City Attorney

## BID TABULATION

### **Bid # 2009-928 Gasoline and Diesel Annual Contract**

Bid Opening: Friday, February 20, 2009 @ 2:00 p.m.

Description	Sun Coast Resources, Inc. Houston, Texas	Apache Oil Pasadena, Texas	Petroleum Traders Corp. Fort Wayne, IN	RKA Petroleum Co. Romulus, MI	Mansfield Oil Co. Gainsville, GA	Previous Contract
Gasoline 92 Octane Unleaded Large Lot Transport	<b>+ .03 x 80,000 gal = \$2,400.00</b>	+ .035 x 80,000 gal = \$2,800.00	+ .0289 x 80,000 gal = \$2,312.00	+ 0.00 x 80,000 gal = \$.00	+ .03 x 80,000 gal = \$2,400.00	+ .0310
Gasoline 92 Octane Unleaded Medium Lot Bobtail	<b>+ .05 x 90,000 gal = \$4,500.00</b>	+ .06 x 90,000 gal = \$5,400.00	+ .0739 x 90,000 gal = \$6,651.00	+ .0599 x 90,000 gal = \$5,391.00	+ .17 x 90,000 gal = \$15,300.00	+ .0589
Gasoline 92 Octane Unleaded Small Lot Bobtail	<b>+ .25 x 25,000 gal \$6,250.00</b>	+ .17 x 25,000 gal = \$4,250.00	+ .2522 x 25,000 gal = \$6,305.00	+ .4399 x 25,000 gal = \$10,997.50	NO BID	+ .1589
No. 2 Diesel TxLED Large Lot Transport	<b>+ .035 x 70,000 gal = \$2,450.00</b>	+ .05 x 70,000 gal = \$3,500.00	+ .0289 x 70,000 gal = \$2,023.00	+ .0407 x 70,000 gal = \$2,849.00	+ .0573 x 70,000 gal = \$4,011.00	+ .0161
No. 2 Diesel TxLED Medium Lot Bobtail	<b>+ .05 x 80,000 gal = \$4,000.00</b>	+ .08 x 80,000 gal = \$6,400.00	+ .0739 x 80,000 gal = \$5,912.00	+ .0799 x 80,000 gal = \$6,392.00	+ .1700 x 80,000 gal = \$13,600.00	+ .0589
No. 2 Diesel TxLED Small Lot Bobtail	<b>+ .25 x 20,000 gal \$5,000.00</b>	+ .17 x 20,000 gal = \$3,400.00	+ .2522 x 20,000 gal = \$5,044.00	+ .4799 x 20,000 gal = \$9,598.00	NO BID	+ .1589
Total Bid Amount	<b>\$24,600.00</b>	\$25,750.00	\$28,247.00	\$35,227.50	Disqualified – did not bid on all items	-----

**Bid # 2009-926 Water & Sewer Line Repair Material Annual Contract  
CITY COMMISSION AGENDA 2**

**Date:** 03/04/2009

**Submitted By:** Rita Williams, Purchasing

**Department:** Purchasing

**Agenda Area:** Consent

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve and award Bid # 2009-926 Water & Sewer Line Repair Material Annual Contract.

**BACKGROUND**

Bid packets were mailed to four (4) area vendors on January 12, 2009. A bid tabulation and Commission Bid Summary are attached for your review.

Bids opened Thursday, January 29, 2009 at 2:00 p.m.

**ANALYSIS**

The low responsible bids meeting all specifications were received as follows, for the unit prices bid:

HD Supply, in Houston - Section # 1, 3, 4, 5, 6 and 9

MDN Enterprises, in New Caney - Section # 2, 7 and 8

It is my recommendation to award the Water & Sewer Repair Material Annual Contract to HD Supply - Section # 1, 3, 4, 5, 6 and 9 and MDN Enterprises - Section # 2, 7 and 8, for the unit prices bid and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

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**Attachments**

Link:

Res

09-018

Link:

Exhibit

A

Link:  
Exhibit  
A

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
		Rita Williams	02/26/2009 03:25 PM	CREATED
1	Utilities			NEW
2	Purchasing (Originator)			
3	Finance			
4	Paralegal			
5	City Attorney Office			
6	Mayor			
7	City Secretary			
Form Started By: Rita Williams		Started On: 02/26/2009 03:25 PM		

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**RESOLUTION NO. 09-018**

**A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR THE PURCHASE AND DELIVERY OF WATER AND SEWER LINE REPAIR MATERIAL WITH HD SUPPLY AND MDN ENTERPRISE FOR THE RESPECTIVE SPECIFICATIONS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, on January 12, 2009, bids were mailed to four (4) area vendors for the purchase and delivery of Water and Sewer Line Repair Material Annual Contract, Bid No. 2009-926; and

**WHEREAS**, bids opened on January 29, 2009, and the lowest bids received meeting specifications were submitted as follows, per section:

HD Supply – Houston, Texas  
Sections 1,3,4,5,6 and 9

MDN Enterprise – New Caney, Texas  
Sections 2,7 and 8

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

**SECTION 1:** That the successful bidders for the Water and Sewer Line Repair Material Annual Contract, Bid No. 2009-9268, are: HD Supply (for Sections 1, 3, 4,5, 6 and 9 of the bid) and MDN Enterprise (for Sections 2,7 and 8), respectively.

**SECTION 2:** That the Mayor is hereby authorized to enter into annual contracts with HD Supply and MDN Enterprise for the Water and Sewer Line Repair Material Annual Contracts, Bid No. 2009-926, 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 4<sup>th</sup> day of March, 2009.**

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

ATTEST:

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Pamela A. Lawrence  
City Secretary

APPROVED AS TO FORM:

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Robert Gervais  
City Attorney

**BID #2009-926**  
**Water Sewer Line Repair Materials Annual Contract**  
**Texas City, Texas**

<b>Bid Sections</b>	<b>MDN Enterprises</b>	<b>HD Supply</b>	<b>Robert Featherston dba: Act Pipe and Supply</b>
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<b>1: Total for Items 1 thru 38</b>	\$11,204.80	<b><u>\$11,170.75</u></b>	NO BID
<b>2: Total for Items 39 thru 74</b>	<b><u>\$35,786.65</u></b>	\$43,883.00	NO BID
<b>3: Total for Items 75 thru 87</b>	<del>\$4,681.35</del>	<b>\$7,350.00</b>	NO BID
<b>4: Total for Items 88 thru 125</b>	<del>\$65,745.15</del>	<b><u>\$72,222.00</u></b>	<del>\$68,084.50</del>
<b>5: Total for Items 126 thru 133</b>	\$30,449.62	<b><u>\$24,551.00</u></b>	\$30,530.00



**BID #2009-926**  
**Water Sewer Line Repair Materials Annual Contract**  
**Texas City, Texas**

<b>Bid Sections</b>	<b>MDN Enterprises</b>	<b>HD Supply</b>	<b>Robert Featherston dba: Act Pipe and Supply</b>
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<b>6: Total for Items 134 thru 146</b>	\$27,531.42	<b><u>\$22,539.00</u></b>	\$22,901.91
<b>7: Total for Items 147 thru 159</b>	<b><u>\$5,008.01</u></b>	\$5,042.50	\$7,303.55
<b>8: Total for Items 160 thru 171</b>	<b><u>\$25,876.39</u></b>	\$31,955.00	NO BID
<b>9: Total for Items 172 thru 176</b>	<del>\$12,955.40</del>	<b><u>\$16,330.00</u></b>	NO BID

**BID #2009-926**  
**Water Sewer Line Repair Materials Annual Contract**  
**Texas City, Texas**

<b>Bid Sections</b>	<b>MDN Enterprises</b>	<b>HD Supply</b>	<b>Robert Featherston dba: Act Pipe and Supply</b>
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	<b>Items 2,7and 8</b>	<b>Items 1, 3, 4, 5, 6 and 9</b>	<b>None</b>
<b>Total Award:</b>	<b>\$66,671.05</b>	<b>\$154,162.75</b>	<b>\$0.00</b>

**Total Sum:               \$220,833.80**

**BID #2009-926**  
**Water Sewer Line Repair Materials Annual Contract**  
**Texas City, Texas**

COMMENTS
Award HD - Low Bid
Award MDN - Low Bid
Award HD: MDN used unapproved substitutions of Indiana Seal for Fernco couplings
Award HD: MDN used unapproved substitutions of Cambridge for Ford yokes and valves; Also MDN has two NO BID items in Section 4; Act low on only this item--not adequate grounds to award only this item for a contract
Award HD - Low Bid

**BID #2009-926**  
**Water Sewer Line Repair Materials Annual Contract**  
**Texas City, Texas**

COMMENTS
Award HD - Low Bid
Award MDN - Low Bid
Award MDN - Low Bid
Award HD: MDN has on NO BID Item in Section #9

**BID #2009-926**  
**Water Sewer Line Repair Materials Annual Contract**  
**Texas City, Texas**

**COMMENTS**

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
1	6"X4" ADAPTER SDR Sewer Spigot x S/W DWV HUB	<b>\$9.10 x 50 = \$455.00</b>	\$9.13 x 50 = \$456.50	NO BID	\$7.08
2	6" ELBOW - 22 1/2 SDR HUB x HUB	<b>\$7.90 x 50 = \$395.00</b>	\$7.93 x 50 = \$396.50	NO BID	\$6.15
3	6" ELBOW - 22 1/2 SDR HUB x SPIGOT	<b>\$9.20 x 20 = \$184.00</b>	\$9.25 x 20 = \$185.00	NO BID	\$7.18
4	6" ELBOW - 45 SDR HUB x HUB	<b>\$6.50 x 30 = \$195.00</b>	\$6.49 x 30 = \$194.70	NO BID	\$5.03
5	6" ELBOW - 45 SDR SPIGOT x HUB	<b>\$8.30 x 20 = \$166.00</b>	\$8.31 x 20 = \$166.20	NO BID	\$6.45
6	8" ELBOW - 45 SDR HUB x HUB	<b>\$17.70 x 10 = \$177.00</b>	\$17.72 x 10 = \$177.20	NO BID	\$13.76
7	6" ELBOW - 90 SDR HUB x HUB	<b>\$6.00 x 50 = \$300.00</b>	\$6.04 x 50 = \$302.00	NO BID	\$4.68
8	6" ELBOW - 90 SDR SPIGOT x HUB	<b>\$12.30 x 30 = \$369.00</b>	\$12.33 x 30 = \$369.90	NO BID	\$9.57
9	8" ELBOW - 90 SDR HUB x HUB	<b>\$25.00 x 20 = \$500.00</b>	\$25.03 x 20 = \$500.60	NO BID	\$19.40
10	6" x 6" SANITARY TEE SDR HUB x HUB x HUB	<b>\$23.90 x 50 = \$1,195.00</b>	\$23.91 x 50 = \$1,195.50	NO BID	\$18.50
11	6" x 4" SANITARY TEE SDR HUB x HUB x HUB	<b>\$18.00 x 50 = \$900.00</b>	\$18.10 x 50 = \$905.00	NO BID	\$14.00

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
12	8 x 4 SANITARY TEE SDR HUB x HUB x HUB	<b>\$23.60 x 20 = \$472.00</b>	\$23.64 x 20 = \$472.80	NO BID	\$18.30
13	8 x 6 SANITARY TEE SDR HUB x HUB x HUB	<b>\$26.60 x 10 = \$266.00</b>	\$26.64 x 10 = \$266.40	NO BID	\$20.60
14	8 x 8 SANITARY TEE SDR HUB x HUB x HUB	<b>\$56.40 x 5 = \$282.00</b>	\$56.40 x 5 = \$282.00	NO BID	\$43.70
15	6 x 6 WYE SDR HUB x HUB x HUB	<b>\$12.80 x 30 = \$384.00</b>	\$12.78 x 30 = \$383.40	NO BID	\$9.90
16	6 x 4 WYE SDR HUB x HUB x HUB	<b>\$11.10 x 20 = \$222.00</b>	\$11.14 x 20 = \$222.80	NO BID	\$8.60
17	6 x 4 DOUBLE WYE SDR HUB x HUB x HUB x HUB	<b>\$17.50 x 25 = \$437.50</b>	\$17.54 x 25 = \$438.50	NO BID	\$13.60
18	4" SANITARY TEE DWV HUB x HUB x HUB	<b>\$6.20 x 50 = \$310.00</b>	\$6.22 x 50 = \$311.00	NO BID	\$3.90
19	4" 221/2 BEND DWV HUB x HUB	<b>\$3.50 x 20 = \$70.00</b>	\$3.51 x 20 = \$70.20	NO BID	\$2.70
20	4" 221/2 BEND DWV HUB x SPIGOT	<b>\$5.00 x 10 = \$50.00</b>	\$5.01 x 10 = \$50.10	NO BID	\$3.80
21	4" 45 BEND DWV HUB x HUB	<b>\$3.65 x 25 = \$91.25</b>	\$3.66 x 25 = \$91.50	NO BID	2.80
22	4" 45 BEND DWV HUB x SPIGOT	<b>\$3.30 x 15 = \$49.50</b>	\$3.30 x 15 = \$49.50	NO BID	\$2.50

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
23	4" 90 BEND DWV HUB x HUB	<b>\$4.60 x 50 = \$230.00</b>	\$4.58 x 50 = \$229.00	NO BID	\$3.60
24	4" 90 BEND DWV HUB x SPIGOT	<b>\$5.00 x 20 = \$100.00</b>	\$5.07 x 20 = \$101.40	NO BID	\$3.90
25	6" 221/2 BEND DWV HUB x HUB	<b>\$20.40 x 10 = \$204.00</b>	\$20.41 x 10 = \$204.10	NO BID	\$15.80
26	6" 45 BEND DWV HUB x HUB	<b>\$15.40 x 20 = \$308.00</b>	\$15.43 x 20 = \$308.60	NO BID	\$11.90
27	6" 45 BEND DWV HUB x SPIGOT	<b>\$18.00 x 5 = \$90.00</b>	\$18.89 x 5 = \$94.45	NO BID	\$14.60
28	6" 90 BEND DWV HUB x HUB	<b>\$16.80 x 25 = \$420.00</b>	\$16.86 x 25 = \$421.50	NO BID	\$13.00
29	6" 90 BEND DWV HUB x SPIGOT	<b>\$23.00 x 5 = \$115.00</b>	\$23.48 x 5 = \$117.40	NO BID	\$18.20
30	4" COUPLING DWV HUB x HUB	<b>\$2.10 x 100 = \$210.00</b>	\$2.07 x 100 = \$207.00	NO BID	\$1.70
31	6" COUPLING DWV HUB x HUB	<b>\$6.70 x 20 = \$134.00</b>	\$6.76 x 20 = \$135.20	NO BID	\$5.20
32	4" FEMALE ADAPTER DWV HUB x FIPT	<b>\$2.90 x 100 = \$290.00</b>	\$2.86 x 100 = \$286.00	NO BID	\$2.30
33	6" FEMALE ADAPTER DWV HUB x FIPT	<b>\$9.50 x 25 = \$237.50</b>	\$9.59 x 25 = \$239.75	NO BID	\$7.40



Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
34	4" THREADED PLUG DWV	<b>\$1.40 x 100 = \$140.00</b>	\$1.35 x 100 = \$135.00	NO BID	\$1.10
35	6" THREADED PLUG DWV	<b>\$4.40 x 50 = \$220.00</b>	\$4.49 x 50 = \$224.50	NO BID	\$3.50
36	4" ADAPTER SDR SPIGOT x DWV HUB	<b>\$5.20 x 100 = \$520.00</b>	\$5.29 x 100 = \$529.00	NO BID	\$4.10
37	6" ADAPTER SDR SPIGOT x DWV HUB	<b>\$12.00 x 25 = \$300.00</b>	\$12.08 x 25 = \$302.00	NO BID	\$9.30
38	6 X 4 ADAPTER SDR SPIGOT x DWV HUB	<b>\$9.10 x 20 = \$182.00</b>	\$9.13 x 20 = \$182.60	NO BID	\$7.00
<b>Total Section 1 – Items 1 through 38</b>		<b>\$11,170.75</b>	<b>\$11,204.80</b>	NO BID	

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
39	6" ADAPTER MJ x FLANGE	\$39.10 x 4 = \$156.40	<b>\$45.26 x 4 = \$181.04</b>	NO BID	\$37.74
40	8" ADAPTER MJ x FLANGE	\$58.15 x 2 = \$116.30	<b>\$65.68 x 2 = \$131.36</b>	NO BID	\$56.45
41	6" Mech. Joint Tee Cast Iron	\$55.60 x 10 = \$556.00	<b>\$62.84 x 10 = \$628.40</b>	NO BID	\$53.87
42	8" Mech. Joint Tee Cast Iron	\$83.50 x 7 = \$584.50	<b>\$94.42 x 7 = \$660.94</b>	NO BID	\$80.97
43	8 x 6 Mech. Joint Tee Cast Iron	\$76.60 x 2 = \$153.20	<b>\$86.53 x 2 = \$173.06</b>	NO BID	\$74.52
44	6" Mech. Joint 90 Bend Cast Iron	\$40.20 x 15 = \$603.00	<b>\$45.47 x 15 = \$682.05</b>	NO BID	\$39.03
45	8" Mech. Joint 90 Bend Cast Iron	\$62.60 x 10 = \$626.00	<b>\$70.74 x 10 = \$707.40</b>	NO BID	\$60.64
46	6" Mech. Joint 45 Bend Cast Iron	\$35.00 x 5 = \$175.00	<b>\$39.47 x 5 = \$197.35</b>	NO BID	\$33.87
47	8" Mech. Joint 45 Bend Cast Iron	\$54.20 x 5 = \$271.00	<b>\$61.26 x 5 = \$306.30</b>	NO BID	\$52.58
48	6" Mech. Joint 22 1/2 Bend Cast Iron	\$36.00 x 4 = \$144.00	<b>\$40.74 x 4 = \$162.96</b>	NO BID	\$34.92

<b>Item No.</b>	<b>Description</b>	<b>HD Supply Houston, TX</b>	<b>MDN Enterprise New Caney, TX</b>	<b>Act Pipe &amp; Supply Houston, TX</b>	<b>Previous Contract</b>
49	8" Mech. Joint 22 1/2 Bend Cast Iron	\$54.80 x 2 = \$109.60	<b>\$61.89 x 2 = \$123.78</b>	NO BID	\$53.22
50	6" Mech. Joint 11 1/4 Bend Cast Iron	\$34.40 x 2 = \$68.80	<b>\$38.84 x 2 = \$77.68</b>	NO BID	\$33.23
51	8" Mech. Joint 11 1/4 Bend Cast Iron	\$52.50 x 2 = \$105.00	<b>\$59.37 x 2 = \$118.74</b>	NO BID	\$50.97
52	6x4 Mech. Joint Reducer Cast Iron	\$30.50 x 2 = \$61.00	<b>\$34.42 x 2 = \$68.84</b>	NO BID	\$24.83
53	8x6 Mech. Joint Reducer Cast Iron	\$39.40 x 1 = \$39.40	<b>\$44.53 x 1 = \$44.53</b>	NO BID	\$38.06
54	2" 200 WOG Mech. Joint NRS Gate Valve 2" Nut	\$203.00 x 10 = \$2,030.00	<b>\$178.71 x 10 = \$1,787.10</b>	NO BID	\$166.20
55	3" 200 WOG Mech. Joint NRS Gate Valve 2" Nut	\$281.00 x 7 = \$1,967.00	<b>\$252.90 x 7 = \$1,770.30</b>	NO BID	\$235.20
56	4" 200 WOG Mech. Joint NRS Gate Valve 2" Nut	\$316.00 x 5 = \$1,580.00	<b>\$283.23 x 5 = \$1,416.15</b>	NO BID	\$263.40
57	6" 200 WOG Mech. Joint NRS Gate Valve 2" Nut	\$403.00 x 3 = \$1,209.00	<b>\$361.29 x 3 = \$1,083.87</b>	NO BID	\$336.00
58	8" 200 WOG Mech. Joint NRS Gate Valve 2" Nut	\$633.00 x 2 = \$1,266.00	<b>\$575.48 x 2 = \$1,150.96</b>	NO BID	\$535.20

<b>Item No.</b>	<b>Description</b>	<b>HD Supply Houston, TX</b>	<b>MDN Enterprise New Caney, TX</b>	<b>Act Pipe &amp; Supply Houston, TX</b>	<b>Previous Contract</b>
59	2" 200 WOG Flanged NRS Gate Valve w/hand wheel	\$182.00 x 10 = \$1,820.00	<b>\$178.71 x 10 = \$1,787.10</b>	NO BID	\$164.40
60	3" 200 WOG Flanged NRS Gate Valve w/hand wheel	\$257.00 x 7 = \$1,799.00	<b>\$250.97 x 7 = \$1,756.79</b>	NO BID	\$233.40
61	4" 200 WOG Flanged NRS Gate Valve w/hand wheel	\$288.00 x 5 = \$1,440.00	<b>\$280.65 x 5 = \$1,403.25</b>	NO BID	\$261.00
62	6" 200 WOG Flanged NRS Gate Valve w/hand wheel	\$385.00 x 3 = \$1,155.00	<b>\$374.84 x 3 = \$1,124.52</b>	NO BID	\$348.60
63	8" 200 WOG Flanged NRS Gate Valve w/hand wheel	\$602.00 x 2 = \$1,204.00	<b>\$585.81 x 2 = \$1,171.62</b>	NO BID	\$544.80
64	10" 200 WOG Flanged NRS Gate Valve w/hand wheel	\$958.00 x 2 = \$1,914.00	<b>\$931.61 x 2 = \$1,863.22</b>	NO BID	\$866.40
65	6" 200 WOG Flanged Swing Check Weight & Lever	\$1,168.00 x 6 = \$7,008.00	<b>\$528.36 x 6 = \$3,170.16</b>	NO BID	\$451.45
66	8" 200 WOG Flanged Swing Check Weight & Lever	\$1,771.00 x 3 = \$5,313.00	<b>\$868.36 x 3 = \$2,605.08</b>	NO BID	\$746.16
67	10" 200 WOG Flanged Swing Check Weight & Lever	\$2,843.00 x 1 = \$2,843.00	<b>\$1,294.32 x 1 = \$1,294.32</b>	NO BID	\$1,128.64
68	2" 200 WOG FIPT NRS Gate Valve	\$177.00 x 25 = \$4,425.00	<b>\$172.90 x 25 = \$4,322.50</b>	NO BID	\$160.80

<b>Item No.</b>	<b>Description</b>	<b>HD Supply Houston, TX</b>	<b>MDN Enterprise New Caney, TX</b>	<b>Act Pipe &amp; Supply Houston, TX</b>	<b>Previous Contract</b>
69	6" x 2" MJ Tap Cap	\$25.70 x 2 = \$51.40	<b>\$29.68 x 2 = \$59.36</b>	NO BID	\$22.90
70	8" x 2" MJ Tap Cap	\$34.70 x 2 = \$69.40	<b>\$40.11 x 2 = \$80.22</b>	NO BID	\$32.25
71	4" MJ Pipe Restraint Kit-C900	\$25.60 x 15 = \$384.00	<b>\$26.84 x 15 = \$402.60</b>	NO BID	\$20.96
72	6" MJ Pipe Restraint Kit-C900	\$32.00 x 30 = \$960.00	<b>\$34.74 x 30 = \$1,042.20</b>	NO BID	\$26.12
73	8" MJ Pipe Restraint Kit-C900	\$43.80 x 20 = \$876.00	<b>\$57.24 x 20 = \$1,144.80</b>	NO BID	\$35.80
74	12" MJ Pipe Restraint Kit-C900	\$80.00 x 10 = \$800.00	<b>\$108.61 x 10 = \$1086.10</b>	NO BID	\$65.48
<b>Total Section 2 – Items 39 through 74</b>		<b>\$43,883.00</b>	<b>\$35,786.65</b>	NO BID	

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
75	4" Coupling Clay – CI / Plastic	<b>\$2.85 x 300 = \$855.00</b>	\$2.82 x 300 = \$846.00	NO BID	\$2.70
76	6" Coupling Clay – CI / Plastic	<b>\$6.10 x 30 = \$183.00</b>	\$6.03 x 30 = \$180.90	NO BID	\$5.50
77	8" Coupling Clay – CI / Plastic	<b>\$9.40 x 25 = \$235.00</b>	\$10.02 x 25 = \$250.50	NO BID	\$8.50
78	10" Coupling Clay – CI / Plastic	<b>\$14.10 x 20 = \$282.00</b>	\$13.93 x 20 = \$278.60	NO BID	\$11.60
79	12" Coupling Clay – CI / Plastic	<b>\$16.40 x 20 = \$328.00</b>	\$16.25 x 20 = \$325.00	NO BID	\$13.60
80	4" Coupling CI / Plastic	<b>\$2.85 x 100 = \$285.00</b>	\$2.82 x 100 = \$282.00	NO BID	\$2.70
81	6" Coupling CI / Plastic	<b>\$6.10 x 10 = \$61.00</b>	\$6.03 x 10 = \$60.30	NO BID	\$5.50
82	8" Coupling CI / Plastic	<b>\$9.40 x 10 = \$94.00</b>	\$10.02 x 10 = \$100.20	NO BID	\$8.50
83	10" Coupling CI / Plastic Fernco - 1056-1010	<b>\$14.10 x 20 = \$282.00</b>	\$13.93 x 20 = \$278.60	NO BID	\$11.60
84	4" Donut	<b>\$10.70 x 100 = \$1,070.00</b>	\$2.88 x 100 = \$288.00	NO BID	\$5.45
85	6" Donut	<b>\$17.80 x 100 = \$1,780.00</b>	\$4.79 x 100 = \$479.00	NO BID	\$9.00

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
86	4" Tee Saddle	<b>\$22.80 x 50 = \$1,140.00</b>	\$15.80 x 50 = \$790.00	NO BID	\$21.00
87	6" Tee Saddle	<b>\$30.20 x 25 = \$755.00</b>	\$20.89 x 25 = \$522.25	NO BID	\$27.90
<b>Total Section 3 – Items 75 through 87</b>		<b>\$7,350.00</b>	\$4,681.35	NO BID	

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
88	5/8" x 3/4" FNPT straight yoke ball valve	<b>\$18.75 x 100 = \$1,875.00</b>	\$17.37 x 100 = \$1,737.00	\$17.71 x 100 = \$1,771.00	\$16.05
89	5/8" x 3/4" CTS straight yoke ball valve	<b>\$22.80 x 200 = \$4,560.00</b>	\$21.05 x 200 = \$4,210.00	\$21.50 x 200 = \$4,300.00	\$19.60
90	1" CTS straight ball valve	<b>\$40.50 x 100 = \$4,050.00</b>	\$53.16 x 100 = \$5,316.00	\$38.20 x 100 = \$3,820.00	\$34.70
91	1" PJ/CTS X 3/4" straight yoke ball valve	<b>\$38.40 x 300 = \$11,520.00</b>	\$35.26 x 300 = \$10,578.00	\$36.20 x 300 = \$10,860.00	\$32.90
92	3/4" PJ/CTS X 3/4" straight yoke ball valve	<b>\$35.50 x 100 = \$3,550.00</b>	\$21.05 x 100 = \$2,105.00	\$33.55 x 100 = \$3,355.00	\$30.45

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
93	1" Curb stop CTS x FNPT	<b>\$37.00 x 200 = \$7,400.00</b>	\$38.95 x 200 = \$7,790.00	\$38.95 x 200 = \$7,790.00	\$31.70
94	1 ½" PJ/CTS x Meter Flange Ball Meter Valve	<b>\$86.70 x 5 = \$433.50</b>	\$74.74 x 5 = \$373.70	\$74.74 x 5 = \$373.70	\$74.20
95	2" PJ/CTS x Meter Flange Ball Meter Valve	<b>\$146.80 x 5 = \$734.00</b>	\$126.32 x 5 = \$631.60	\$126.32 x 5 = \$631.60	\$125.70
96	5/8"x 3/4" Yoke Bar	<b>\$7.50 x 200 = \$1,500.00</b>	\$7.26 x 200 = \$1,452.00	\$7.26 x 200 = \$1,452.00	\$6.96
97	1" Yoke Bar	<b>\$13.50 x 50 = \$675.00</b>	\$13.11 x 50 = \$655.50	\$12.70 x 50 = \$635.00	\$12.55
98	2" Pack Joint Coupling CTS	<b>\$44.80 x 25 = \$1,120.00</b>	\$39.89 x 25 = \$997.25	\$42.00 x 25 = \$1050.00	\$38.40
99	3/4" Corporation stop CC thrd x CTS	<b>\$17.40 x 100 = \$1,740.00</b>	\$14.74 x 100 = \$1,474.00	\$16.40 x 100 = \$1,640.00	\$14.90
100	1" Corporation stop CC thrd x CTS	<b>\$26.30 x 100 = \$2,630.00</b>	\$23.16 x 100 = \$2,316.00	\$24.80 x 100 = \$2,480.00	\$22.55
101	1 ½" Corporation stop CC thrd x CTS	<b>\$67.80 x 25 = \$1,695.00</b>	\$60.00 x 25 = \$1,500.00	\$63.00 x 25 = \$1,575.00	\$58.05



Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
102	3/4" FNPT straight yoke outlet	<b>\$4.30 x 100 = \$430.00</b>	\$3.89 x 100 = \$389.00	\$4.00 x 100 = \$400.00	\$3.80
103	1" FNPT straight yoke outlet	<b>\$7.10 x 50 = \$355.00</b>	\$6.44 x 50 = \$322.00	\$6.70 x 50 = \$335.00	\$6.30
104	3/4" Insert	<b>\$0.95 x 800 = \$7600.00</b>	\$1.06x 800 = \$848.00	\$1.00x 800 = \$800.00	\$1.05
105	1" Insert	<b>\$1.00 x 800 = \$800.00</b>	\$1.12 x 800 = \$896.00	\$1.00 x 800 = \$800.00	\$1.10
106	1 1/2" Insert	<b>\$1.40 x 200 = \$280.00</b>	\$1.47 x 200 = \$294.00	\$1.30 x 200 = \$260.00	\$1.50
107	2" Insert	<b>\$1.40 x 10 = \$14.00</b>	\$1.49 x 10 = \$14.90	\$1.40 x 10 = \$14.00	\$1.50
108	3/4" Pack Joint Coupling CTS	<b>\$9.50 x 300 = \$2,850.00</b>	\$7.68 x 300 = \$2,304.00	\$9.00 x 300 = \$2,700.00	\$8.15
109	3/4" x 1" Pack Joint Coupling CTS	<b>\$11.10 x 300 = \$3,330.00</b>	\$10.11 x 300 = \$3,033.00	\$10.40 x 300 = \$3,120.00	\$9.45
110	1" Pack Joint Coupling CTS	<b>\$10.90 x 300 = \$3,270.00</b>	\$8.79 x 300 = \$2,637.00	\$10.26 x 300 = \$3078.00	\$9.30

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
111	1 1/2" Pack Joint Coupling CTS	<b>\$33.30 x 50 = \$1,665.00</b>	\$29.47 x 50 = \$1,473.50	\$30.00 x 50 = \$1,500.00	\$28.45
112	3/4" Pack Joint Coupling MNPT	<b>\$7.80 x 50 = \$390.00</b>	\$6.95 x 50 = \$347.50	\$7.30 x 50 = \$365.00	\$6.70
113	1" Pack Joint Coupling MNPT	<b>\$9.30 x 50 = \$465.00</b>	\$8.23 x 50 = \$411.50	\$8.70 x 50 = \$435.00	\$7.90
114	1 1/2" Pack Joint Coupling MNPT	<b>\$23.10 x 20 = \$462.00</b>	\$20.61 x 20 = \$412.20	\$21.50 x 20 = \$430.00	\$19.80
115	3/4" Expansion connection Standard	<b>\$10.45 x 800 = \$8,360.00</b>	\$10.11 x 800 = \$8,088.00	\$9.80 x 800 = \$7,840.00	\$9.25
116	1" Expansion connection Standard	<b>\$17.50 x 100 = \$1,750.00</b>	\$16.84x 100 = \$1,684.00	\$16.20x 100 = \$1,620.00	\$15.50
117	3/4" Straight Check valve for Yoke	<b>\$15.00 x 100 = \$1,500.00</b>	NO BID	\$14.00 x 100 = \$1,400.00	\$13.20
118	1" Straight Check valve for Yoke	<b>\$18.10 x 50 = \$905.00</b>	NO BID	\$17.00 x 50 = \$850.00	\$16.00
119	3/4" Rubber yoke end gasket	<b>\$0.18 x 100 = \$18.00</b>	\$.28 x 100 = \$28.00	\$.25 x 100 = \$25.00	\$0.23
120	1" Rubber yoke end gasket	<b>\$0.21 x 50 = \$10.50</b>	\$.29 x 50 = \$14.50	\$.25 x 50 = \$12.50	\$0.25

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
121	3/4" Lock nuts	<b>\$1.05 x 100 = \$105.00</b>	\$1.11 x 100 = \$111.00	\$1.00 x 100 = \$100.00	\$1.00
122	1" Lock nuts	<b>\$1.80 x 50 = \$90.00</b>	\$1.78 x 50 = \$89.00	\$2.00 x 50 = \$100.00	\$1.55
123	3/4" Polyethylene Tubing - 200 PSI	<b>\$0.15 x 2,000 = \$300.00</b>	\$.19 x 2,000 = \$380.00	\$.15 x 2,000 = \$300.00	\$0.16
124	1" Polyethylene Tubing - 200 PSI	<b>\$0.24 x 2,000 = \$480.00</b>	\$.32 x 2,000 = \$640.00	\$.25 x 2,000 = \$500.00	\$0.24
125	1 1/2" Polyethylene Tubing - 200 PSI	<b>\$0.50 x 300 = \$150.00</b>	\$.64 x 300 = \$192.00	<b>\$0.50 x 300 = \$150.00</b>	\$0.52
<b>Total Section 4 – Items 88 through 125</b>		<b>\$72,222.00</b>	\$65,745.15	\$68,084.50	

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
126	2" PL X PL Dresser Coupling	<b>\$24.60 x 50 = \$1,230.00</b>	\$69.22 x 50 = \$1,570.00	\$65.00 x 50 = \$3,250.00	\$22.90
127	6" Dresser Coupling	<b>\$158.00 x 10 = \$1,580.00</b>	\$158.91 x 10 = \$1,589.10	\$165.00 x 10 = \$1,650.00	\$122.00
128	8" Dresser Coupling	<b>\$179.00 x 10 = \$1,790.00</b>	\$179.96 x 10 = \$1,799.60	\$178.00 x 10 = \$1,780.00	\$138.00

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
129	10" Dresser Coupling	<b>\$249.00 x 5 = \$1,245.00</b>	\$249.66 x 5 = \$1248.30	\$210.00 x 5 = \$1,050.00	\$197.00
130	12" Dresser Coupling	<b>\$333.00 x 5 = \$1,665.00</b>	\$333.43 x 5 = \$1667.15	\$310.00 x 5 = \$1,550.00	\$258.00
131	Fire Hydrant 4' Bury MJ w/ accessories	<b>\$1,311.00 x 9 = \$11,799.00</b>	\$1,642.11 x 9 = \$14,778.99	\$1,650.00 x 9 = \$14,850.00	\$943.29
132	Fire Hydrant 6' Bury MJ w/ accessories	<b>\$1,421.00 x 2 = \$2,842.00</b>	\$1,794.74 x 2 = \$3,589.48	\$1,700.00 x 2 = \$3,400.00	\$1,120.32
133	Valve Box w/ lid	<b>\$24.00 x 100 = \$2,400.00</b>	\$23.16 x 100 = \$2,316.00	\$30.00 x 100 = \$3,000.00	\$16.90
<b>Total Section 5 – Items 126 through 133</b>		<b>\$24,551.00</b>	<b>\$30,449.62</b>	<b>\$30,530.00</b>	

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
134	2" Repair clamp	<b>\$31.20 x 200 = \$6,240.00</b>	\$31.32 x 200 = \$6,264.00	\$30.95 x 200 = \$6,190.00	\$25.00
135	2" Repair clamp	<b>\$48.60 x 30 = \$1,458.00</b>	\$55.59 x 30 = \$1,667.70	\$48.16 x 30 = \$1,444.80	\$35.50
136	6" Repair clamp	<b>\$65.20 x 60 = \$3,912.00</b>	\$79.85 x 60 = \$4,791.00	\$64.60 x 60 = \$3,876.00	\$46.60

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
137	6" Repair clamp	<b>\$72.50 x 22 = \$1,595.00</b>	\$83.46 x 22 = \$1,836.12	\$71.78 x 22 = \$1,579.16	\$51.30
138	6" Repair clamp	<b>\$76.00 x 10 = \$760.00</b>	\$92.79 x 10 = \$927.90	\$75.31 x 10 = \$753.10	\$55.00
139	6" Repair clamp	<b>\$83.50 x 5 = \$417.50</b>	\$96.40 x 5 = \$482.00	\$87.23 x 5 = \$436.15	\$63.60
140	8" Repair clamp	<b>\$70.50 x 20 = \$1,410.00</b>	\$92.80x 20 = \$1,856.00	\$74.25 x 20 = \$1,485.00	\$51.10
141	8" Repair clamp	<b>\$68.50 x 20 = \$1,370.00</b>	\$95.63 x 20 = \$1,912.60	\$71.64 x 20 = \$1,432.80	\$49.30
142	8" Repair clamp	<b>\$68.10 x 20 = \$1,362.00</b>	\$97.74 x 20 = \$1,954.80	\$71.10 x 20 = \$1,422.00	\$50.50
143	10" Repair clamp	<b>\$99.00 x 10 = \$990.00</b>	\$141.53 x 10 = \$1,415.30	\$105.72 x 10 = \$1,057.20	\$78.20
144	12" Repair clamp	<b>\$147.90 x 10 = \$1,479.00</b>	\$216.57 x 10 = \$2,165.70	\$157.76 x 10 = \$1,577.60	\$115.00
145	12" Repair clamp FORD F1- 1440- 20	<b>\$154.55 x 10 = \$1,545.50</b>	\$225.83 x 10 = \$2,258.30	\$164.81 x 10 = \$1,648.10	\$124.50
<b>Total Section 6 – Items 134 through 145</b>		<b>\$22,539.00</b>	\$27,531.42	\$22,901.91	

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
146	2" x .75" Tap Saddle - Appoxy coated S/S band	\$15.70 x 10 = \$157.00	<b>\$15.74 x 10 = \$157.40</b>	\$24.65 x 10 = \$246.50	\$14.30
147	2" X 1" Tap Saddle - Appoxy coated S/S band	\$15.70 x 5 = \$78.50	<b>\$15.74 x 5 = \$78.70</b>	\$24.65 x 5 = \$123.25	\$14.30
148	6" X .75"Tap Saddle - Appoxy coated S/S band	\$20.00 x 50 = \$1,000.00	<b>\$20.08 x 50 = \$1,004.00</b>	\$29.21 x 50 = \$1,460.50	\$18.20
149	6" X 1" Tap Saddle - Appoxy coated S/S band	\$20.00 x 20 = \$400.00	<b>\$20.08 x 20 = \$401.60</b>	\$29.21 x 20 = \$584.20	\$18.20
150	8" X .75"Tap Saddle - Appoxy coated S/S band	\$23.80 x 50 = \$1,190.00	<b>\$23.11 x 50 = \$1,155.50</b>	\$33.37 x 50 = \$1,668.50	\$21.60
151	8" X 1" Tap Saddle - Appoxy coated S/S band	\$23.80 x 20 = \$476.00	<b>\$23.11 x 20 = \$462.20</b>	\$33.37 x 20 = \$667.40	\$21.60
152	8" X 2" Tap Saddle - Appoxy coated S/S band	\$28.30 x 10 = \$283.00	<b>\$28.33 x 10 = \$283.30</b>	\$40.80 x 10 = \$408.00	\$25.70
153	10" X .75Tap Saddle - Appoxy coated S/S band	\$26.00 x 15 = \$390.00	<b>\$26.04 x 15 = \$390.60</b>	\$38.20 x 15 = \$573.00	\$23.60
154	10" X 1" Tap Saddle - Appoxy coated S/S band	\$26.00 x 10 = \$260.00	<b>\$26.04 x 10 = \$260.40</b>	\$38.20 x 10 = \$382.00	\$23.60
155	10" X 2" Tap Saddle - Appoxy coated S/S band	\$31.80 x 5 = \$159.00	<b>\$31.82 x 5 = \$159.10</b>	\$49.10 x 5 = \$245.50	\$28.90

<b>Item No.</b>	<b>Description</b>	<b>HD Supply Houston, TX</b>	<b>MDN Enterprise New Caney, TX</b>	<b>Act Pipe &amp; Supply Houston, TX</b>	<b>Previous Contract</b>
156	6" X 1 ½" Tap Saddle Appoxy coated S/S band	\$23.50 X 5 = \$117.50	<b>\$23.54 X 5 = \$117.70</b>	\$35.50 X 5 = \$177.50	\$21.40
157	8" X 1 ½" Tap Saddle Appoxy coated S/S band	\$28.30 X 5 = \$141.50	<b>\$28.33 X 5 = \$141.65</b>	\$41.00 X 5 = \$205.00	\$25.70
158	12" X 1" Tap Saddle - Appoxy coated S/S band	\$30.00 X 7 = \$210.00	<b>\$30.13 X 7 = \$210.91</b>	\$43.10 X 7 = \$301.70	\$27.40
159	12" X 2" Tap Saddle – Appoxy coated S/S band	\$36.00 X 5 = \$180.00	<b>\$36.99 X 5 = \$184.95</b>	\$52.10 X 5 = \$260.50	\$33.60
<b>Total Section 7 – Items 146 through 159</b>		\$5,042.50	<b>\$5,008.01</b>	\$7,303.55	

<b>Item No.</b>	<b>Description</b>	<b>HD Supply Houston, TX</b>	<b>MDN Enterprise New Caney, TX</b>	<b>Act Pipe &amp; Supply Houston, TX</b>	<b>Previous Contract</b>
160	23 1/2" Manhole Ring & Cover w/ City Logo	\$212.00 x 40 = \$8,480.00	<b>\$88.42 x 40 = \$3,536.80</b>	NO BID	\$149.00
161	23 1/2" Manhole Cover w/ City Logo	\$99.00 x 50 = \$4,950.00	<b>\$84.21x 50 = \$4,210.50</b>	NO BID	\$77.00
162	32" Manhole Ring & Cover w/ City Logo	\$275.00 x 10 = \$2,750.00	<b>\$161.05 x 10 = \$1,610.50</b>	NO BID	\$226.00
163	32" Manhole Cover w/ City Logo	\$161.00 x 15 = \$2,415.00	<b>\$117.89 x 15 = \$1,768.35</b>	NO BID	\$137.00

Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
164	2" Cast Iron Adjusting Ring for 23 1/2"	\$31.00 x 50 = \$1,550.00	<b>\$44.21 x 50 = \$2,210.50</b>	NO BID	\$28.40
165	4" Cast Iron Adjusting Ring for 23 1/2"	\$62.00 x 20 = \$1,240.00	<b>\$78.95 x 20 = \$15579.00</b>	NO BID	\$44.20
166	2" Cast Iron Adjusting Ring for 32"	\$51.50 x 10 = \$515.00	<b>\$88.42 x 10 = \$884.20</b>	NO BID	\$40.00
167	4" Cast Iron Adjusting Ring for 32"	\$106.00 x 5 = \$530.00	<b>\$120.00 x 5 = \$600.00</b>	NO BID	\$77.90
168	Standard wall X 6' lg Manhole Manway - Fiberglass	\$746.00 x 3 = \$2,238.00	<b>\$730.95 x 3 = \$2,192.85</b>	NO BID	\$625.00
169	Standard wall X 8' lg Manhole Manway - Fiberglass	\$917.00 x 3 = \$2,751.00	<b>\$898.21 x 3 = \$2,694.63</b>	NO BID	\$749.00
170	Extra Heavy wall X 10' lg Manhole Manway - Fiberglass	\$1,066.00 x 2 = \$2,132.00	<b>\$1,066.21 x 2 = \$2,132.42</b>	NO BID	\$1,120.00
171	Extra Heavy wall X 12' lg Manhole Manway - Fiberglass	\$1,202.00 x 2 = \$2,404.00	<b>\$1,228.32 x 2 = \$2,456.64</b>	NO BID	\$1,291.00
<b>Total Section 8 – Items 160 through 171</b>		\$31,955.00	<b>\$25,876.39</b>	NO BID	



Item No.	Description	HD Supply Houston, TX	MDN Enterprise New Caney, TX	Act Pipe & Supply Houston, TX	Previous Contract
172	Single Cast Iron Meter box Complete w/ EXIT	\$34.00 x 100 = \$3,400.00	NO BID	NO BID	\$24.20
173	Dual Concrete Meter Box Complete w/ EXIT - 2-5/8" x 3/4" meters	\$42.00 x 100 = \$4,200.00	\$42.11 x 100 = \$4,211.00	NO BID	\$33.07
174	Concrete Meter Box Complete w/ Steel Cover 2"meter	\$92.00 x 20 = \$1,840.00	\$92.47 x 20 = \$1,849.40	NO BID	\$70.94
175	Concrete Cover w/ Cast Iron Reader Lid to fit Single Concrete Box	\$16.30 x 100 = \$1,630.00	\$16.31 x 100 = \$1,631.00	NO BID	\$19.27
176	Concrete Cover w/ Reader Lid to fit Dual Concrete Box	\$26.30 x 200 = \$5,260.00	\$26.32 x 200 = \$5,264.00	NO BID	\$19.27
<b>Total Section 9 – Items 172 through 176</b>		\$16,330.00	<b>\$12,955.40</b>	NO BID	

## **Support Windmill Farm by Duke Energy at Gulf Coast Water Authority Reservoir State Hwy 146**

### **CITY COMMISSION AGENDA 2**

**Date:** 03/04/2009  
**Submitted By:** Susan Sensat, Administration  
**Submitted For:** Nicholas Finan  
**Department:** Administration  
**Agenda Area:** Consent

#### **Information**

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

Consider approval of a resolution in support of a Windmill Farm at the Gulf Coast Water Authority reservoir on SH 146 to be installed and managed by Duke Energy.

##### **BACKGROUND**

Duke Energy is interested in placing a windmill farm of 20 to 30 windmills to harness energy from the gulf coast winds. After reviewing the area, the Gulf Coast Water Authority's water reservoir on SH 146 appears to be an ideal location both in land mass and alignment to capture the wind. Windmills can go in water. The location is isolated away from scenic areas and residential areas. Windmills are fast becoming one of the environmental energy sources of choice. The harnessing of wind energy has advanced greatly in the last few years and is a clean choice of energy versus petroleum or coal base or even nuclear energy. Wind energy is part of President Obama's program for exploring alternative energy sources.

This resolution is requested by the Gulf Coast Water Authority Board before it enters into an agreement to allow a license to Duke Energy to perform studies on the property as they prepare and finalize a lease for the use of the reservoir. The studies will look at wind and the environmental impacts including effects on animals and birds in the area, the land, water, and surrounding area.

The total cost of the project is estimated to be over \$200 million. Royalties from the energy sales will go to the Gulf Coast Water Authority as part of the lease. Support of the project is in line with the City's position on the promoting more green and environmentally-friendly industry and construction throughout the City.

##### **ANALYSIS**

##### **ALTERNATIVES CONSIDERED**

#### **Fiscal Impact**

#### **Attachments**

Link:

Res

09-019

Link:

Exhibit

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## **RESOLUTION NO. 09-019**

**A RESOLUTION SUPPORTING THE PLACEMENT OF A WINDMILL FARM BY DUKE ENERGY AT THE GULF COAST WATER AUTHORITY RESERVOIR SITE IN TEXAS CITY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, Duke Energy is interested in placing a windmill farm consisting of 20 to 30 windmills at the Gulf Coast Water Authority reservoir site in Texas City; and

**WHEREAS**, the proposed location is isolated and away from scenic and residential areas; and

**WHEREAS**, the alternative-source energy harnessed by the windmills is in line with the City's position on promoting more green and environmentally friendly industry and construction throughout the City of Texas City; and

**WHEREAS**, the Gulf Coast Water Authority Board of Directors has requested a resolution of support from the City before allowing Duke Energy to perform studies on the property that will analyze the wind and environmental impacts;

**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 expresses its support of the proposed windmill project, to be located at the Gulf Coast Water Authority reservoir site in Texas City.

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

**PASSED AND ADOPTED this 4th day of March, 2009.**

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

ATTEST:

APPROVED AS TO FORM:

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Pamela A. Lawrence  
City Secretary

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Robert Gervais  
City Attorney



7.a.

## **2009 Annual Galveston County Fire Fighters Association Mutual Aid Agreement**

### **CITY COMMISSION AGENDA 2**

**Date:** 03/04/2009

**Submitted By:** Jane Tull, Fire Department

**Submitted For:** Joseph Gorman

**Department:** Fire Department

**Agenda Area:** Regular Items

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#### **Information**

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

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

##### **BACKGROUND**

Recurring annual agreement.

##### **ANALYSIS**

Provides mutual aid for unincorporated areas of Galveston County in return for a \$10,000 grant from Commissioners Court.

##### **ALTERNATIVES CONSIDERED**

none.

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#### **Fiscal Impact**

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#### **Attachments**

Link: Res  
09-014

Link:  
Exhibit A

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## **RESOLUTION NO. 09-014**

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

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

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

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

**WHEREAS**, the City wishes to avail itself of the opportunities for training and equipment purchases and pledges to use the funds solely and exclusively within the budget for the Texas City Fire Department and for the purposes stated in the Agreement.

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

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

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

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



**PASSED AND ADOPTED this 4th day of March, 2009.**

---

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

ATTEST:

APPROVED AS TO FORM:

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Pamela A. Lawrence  
City Secretary

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Robert Gervais  
City Attorney

STATE OF TEXAS §

COUNTY OF GALVESTON §

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

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

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

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

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

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

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

1 - TERM OF AGREEMENT

1.1 This agreement shall be effective from June 1, 2009 through May 31, 2010

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

2 - RESPONSIBILITIES OF THE ASSOCIATION

2.1 The Association shall administer the funds provided by the County as recited in the contract made effective October 1, 2008 between the Association and the Galveston County Commissioners' Court.

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

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

2.4 The Association shall make a cash distribution to the Department in the amount of Ten Thousand Dollars (\$10,000.00) upon the signing of this agreement. This cash distribution is limited to use for purchase of firefighting equipment pursuant to §352 of the Texas Local Government Code and such funds shall be used by the City of Texas City wholly within the budget of the Texas City Fire Department..

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

### 3 - RESPONSIBILITIES OF THE DEPARTMENT

3.1 The City will maintain adequate records to provide the Association with an annual report by April 1, 2010

3.2 The City will report to the Association in a format specified by the Association, a list of all equipment purchased with the (\$10,000.00) cash distribution.

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

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

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

### 4 - RELATIONSHIP BETWEEN THE PARTIES

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

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

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

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

## 5 - MISCELLANEOUS ITEMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Galveston County Firefighter's Association

By:

\_\_\_\_\_  
Mike Wisko, *Chairperson*                      Date

ATTEST:

\_\_\_\_\_  
Joel Sumrall, *Secretary*

City of Texas City, Texas

By:

\_\_\_\_\_  
Matthew T. Doyle, *Mayor*                      Date

ATTEST:

\_\_\_\_\_  
Pamela Lawrence, *City Secretary*

APPROVED AS TO FORM  
\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
Joseph A. Gorman, *Fire Chief*



## **FIVE POINT CONTRACT REQUIREMENTS EXHIBIT "A"**

### **POINT 1: Active Internal Training Program**

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

### **POINT 2: Liability Insurance**

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

### **POINT 3: Annual Report**

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

### **POINT 4: Active in the County Association**

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

## **POINT 5: Firefighter Safety**

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

## Limited Purpose Annexation for Grand Cay Harbour CITY COMMISSION AGENDA 2

**Date:** 03/04/2009

**Submitted By:** Julie Morreale, Planning

**Submitted For:** Don Carroll

**Department:** Planning

**Agenda Area:** Regular Items

### Information

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

We need to provide the notice of the City's intent to hold Two (2) public hearings for a pending Limited Purpose Annexation for Grand Cay Harbour subdivision aka MUD 52.

#### **BACKGROUND**

The date, time and text for the proposed public hearing will be provided by Bobby Gervais. We already have template language provided by Daniel Oliver Esq. Bobby also has the aforementioned templates and I have spoken with Bobby regarding this pending proposal and it is my understanding that he is in agreement with the prescribed approach and required action steps to be taken.

Please find the outline of steps required.

We will initiate this Limited Purpose Annexation in order to adhere to the covenant established between the City and Developer. More specifically in agreement with the Strategic Partnership Agreement the Developers Agreement and the Utility Agreement approved for the development of Grand Cay subdivision.

Finally, we will initiate the Limited Purpose Annexation in order for the City to legally have the authority to collect sales tax from the Development at the appropriate time.

#### **ANALYSIS**

#### **ALTERNATIVES CONSIDERED**

### Fiscal Impact

### Attachments

Link:

Res

09-015

## **RESOLUTION NO. 09-015**

**A RESOLUTION CALLING FOR TWO (2) PUBLIC HEARINGS TO BE HELD ON THE PROPOSED LIMITED-PURPOSE ANNEXATION FOR THE AREA COMPRISING GALVESTON COUNTY MUD 52 (GRAND CAY HARBOUR DEVELOPMENT) BY THE CITY OF TEXAS CITY, TEXAS; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO PUBLISH ALL REQUIRED NOTICES OF THE PUBLIC HEARINGS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the City of Texas City is considering limited-purpose annexation of the area comprising Galveston County Municipal Utility District No. 52 ("District"); and

**WHEREAS**, the City will initiate this limited-purpose annexation in order to adhere to the Strategic Partnership Agreement between the City and the District, approved in conjunction with the development of the Grand Cay Harbour subdivision; and

**WHEREAS**, the City will initiate the limited-purpose annexation in order for the City to legally have the authority to collect sales tax from within the area of the District at the appropriate time, and implement certain other City functions enumerated in the Strategic Partnership Agreement; and

**WHEREAS**, before limited-purpose annexation of the area, the City Commission of the City of Texas City proposes to hold two (2) public hearings at the dates and times stated below;

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

**SECTION 1:** That the City Commission hereby calls for two (2) public hearings giving all interested persons the right to appear and be heard on the proposed limited-purpose annexation for the area comprising Galveston County Municipal Utility District No. 52 and commonly known as the Grand Cay Harbour subdivision, and more specifically described in Exhibit A, attached hereto.

**SECTION 2:** That the public hearings shall be set for following dates and times at City Hall Kenneth P. Nunn Council Chambers:

1. April 1, 2009, 5:00 p.m.
2. April 15, 2009, 5:00 p.m.

**SECTION 3:** That the City Secretary is hereby authorized and directed to cause notice of such public hearings to be published on or after the 20<sup>th</sup> day before each hearing at least once in a newspaper having general circulation in the City and in the above-described territory; cause notice of such public hearing to be published on the City's internet website at least ten days before the date of the first public hearing; and to provide additional notice, as required, by certified mail, to public

entities, public utility providers, and railroad companies providing service within the proposed limited-purpose annexation area. The notice shall contain a statement of the purpose of the hearing, the place, date, and time of each public hearing, and a general description of the location of the area proposed to be annexed for limited purposes. Additionally, the notice must state the availability of the Annexation Report concerning the proposed limited-purpose annexation.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 4th day of March, 2009.**

---

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

ATTEST:

APPROVED AS TO FORM:

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Pamela A. Lawrence  
City Secretary

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Robert Gervais  
City Attorney

## Ordinance for Disannexation CITY COMMISSION AGENDA 2

**Date:** 03/04/2009

**Submitted By:** Edna Patterson, Transportation and Planning

**Submitted For:** Doug Kneupper

**Department:** Transportation and Planning

**Agenda Area:** Regular Items

### Information

#### ACTION REQUEST (Brief Summary)

City Commission approve disannexation of approximately a 110-acre tract, previously annexed August 24, 2005 by the City of Texas City.

#### BACKGROUND

##### BACKGROUND

This area was part of a larger annexation that occurred on August 24, 2005 (Ordinance #05-34) Tract Two of the original annexed area is approximately a 1300-acre tract that is bounded by Caroline Street on the west, Hwy. 146 on the east, the City of League City on the north and the City of Texas City's current city limit on the south. The area being considered for diannexation is just south of FM 646 and bounded by Caroline Street on the west and Gum Bayou on the east.

League City's ETJ extended farther than thought at the time of annexation by Texas City. In our partnering with League City, it was agreed to release this tract.

#### ANALYSIS

On February 18, 2009, Commission approved Resolution #09-013 setting a Public Hearing for March 4, 2009 to consider an Ordinance disannexing the referenced tract of land previously annexed August 24, 2005.

Upon approval of this disannexation, the area will be covered by League City's ETJ.

#### ALTERNATIVES CONSIDERED

#### Fiscal Impact

#### Attachments

Link:

[Disannexation](#)

Link: [Ord](#)

[09-08](#)

#### Form Routing/Status

**Route Seq Inbox****Approved By    Date****Status**

Edna Patterson 02/26/2009 09:15 AM CREATED

1            Transportation and Planning

NEW

2            Finance

3            Paralegal

4            City Attorney Office

5            Mayor

6            City Secretary

Form Started By: Edna Patterson

Started On: 02/26/2009 09:15 AM

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**PROPOSED DE-ANNEXATION PARCEL  
FROM THE CITY OF TEXAS CITY  
GALVESTON COUNTY TEXAS  
TRACT 1**

BEING a tract of land of approximately 110 acres bounded on the west by the east line of Caroline Street (60' Right of Way), bounded on the south by the north line, and extensions thereof, of the Branding Iron Community Subdivision as per the map or plat recorded in Volume 18 Page 18 of the Galveston County Map Records, bounded on the east by the east line of the Galveston County Drainage Easement along Gum Bayou, and bounded on the north by the south line of League City Semi-Tropical Gardens Subdivision as recorded in Volume 11 Page 4 of the Galveston County Map Records, and said 110 acre parcel being more particularly described by metes and bounds as follows;

BEGINNING at the intersection of the westerly extension of the north line of the Branding Iron Community Subdivision as per the map or plat recorded in Volume 18 Page 18 of the Galveston County Map Records with the east line of Caroline Street (60' right of way)

THENCE in a northerly direction along the said east line of Caroline Street to the point of intersection with the south line of League City Semi-Tropical Gardens Subdivision as recorded in Volume 11 Page 4 of the Galveston County Map Records;

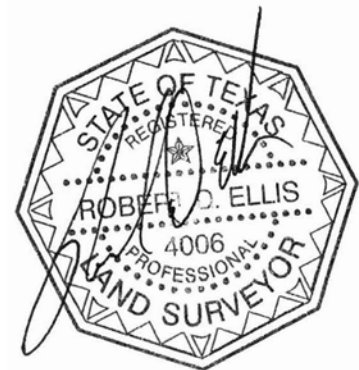
THENCE in an easterly direction along the said south line of said League City Semi-Tropical Gardens Subdivision to the point of intersection with the east line of the Galveston County Drainage Easement along Gum Bayou;

THENCE in a southerly direction along the said east line of the Galveston County Drainage Easement along Gum Bayou to the point of intersection with the easterly extension of the north line of the Branding Iron Community Subdivision;

THENCE in a westerly direction with the said easterly extension of the north line of the Branding Iron Community Subdivision, the north line of Branding Iron Community Subdivision, and the westerly extension of the north line of the Branding Iron Community Subdivision to the Place of Beginning at the point of intersection with the east line of Caroline Street.

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

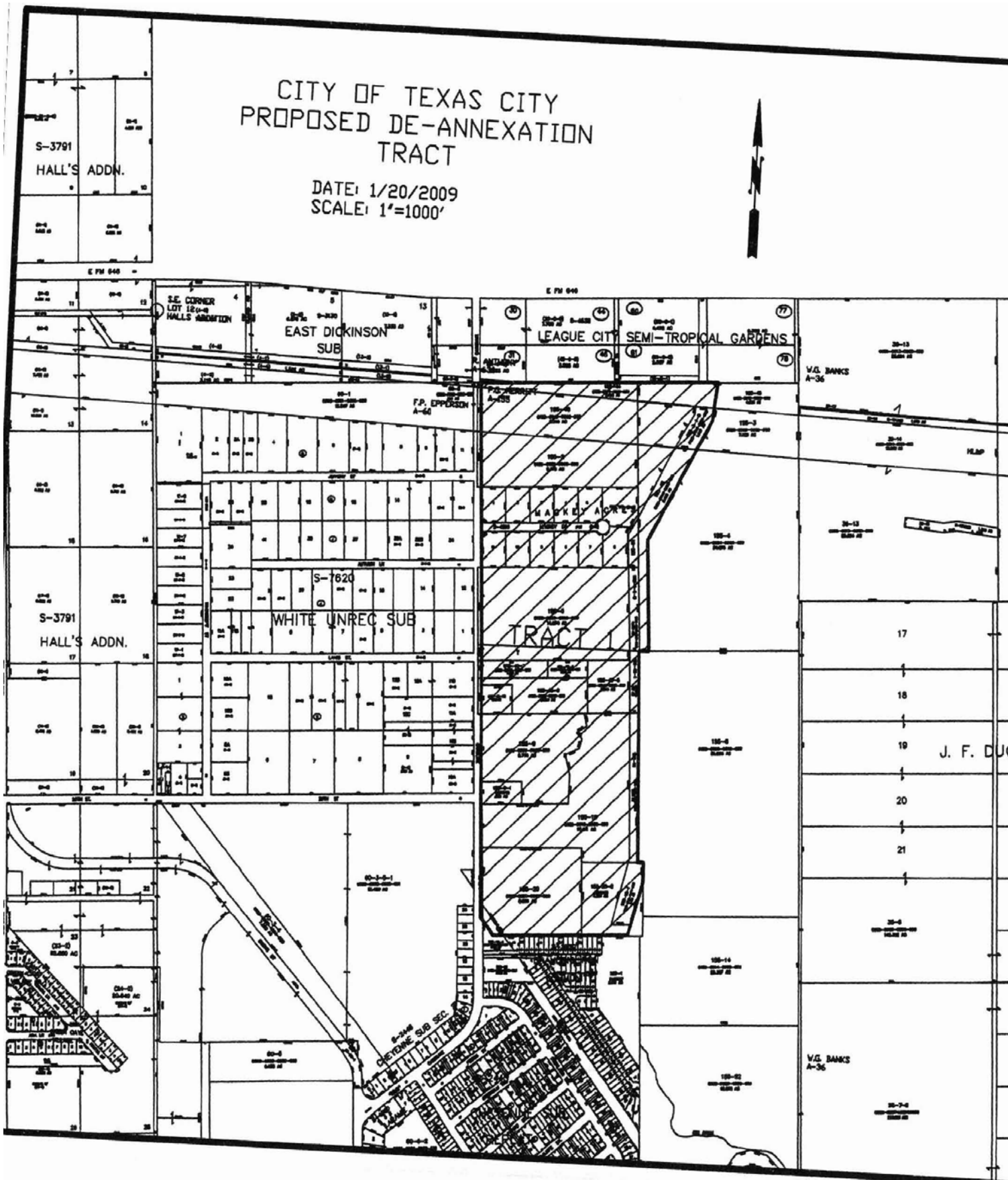
**PREPARED  
JAN. 20, 2009  
BY  
ELLIS SURVEYING SERVICES  
8419 E.F. LOWRY EXPRESSWAY  
TEXAS CITY, TEXAS 77591  
TEL: 409-938-8700 FAX 409-938-8706**





CITY OF TEXAS CITY  
PROPOSED DE-ANNEXATION  
TRACT

DATE: 1/20/2009  
SCALE: 1"=1000'



## **ORDINANCE NO. 09-08**

**AN ORDINANCE OF THE CITY OF TEXAS CITY, TEXAS, DISCONTINUING AND DISANNEXING FROM THE MUNICIPAL BOUNDARIES A CERTAIN 110-ACRE TRACT LOCATED GENERALLY SOUTH OF FM646 AND BOUNDED BY CAROLINE STREET ON THE WEST AND GUM BAYOU ON THE EAST; 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**, the City of Texas City wishes to disannex a 110-acre tract, previously annexed August 24, 2005, as part of a larger annexation by the City of Texas City; and

**WHEREAS**, the original annexed area ("Tract Two") is an approximately 1300-acre tract bounded by Caroline Street on the west, Highway 146 on the east, the City of League City on the north and the City of Texas City's current city limit on the south; and

**WHEREAS**, the area within Tract Two being considered for disannexation is just south of FM646 and bounded by Caroline Street on the west and Gum Bayou on the east; and

**WHEREAS**, the City acknowledges that the City of League City asserts that League City's ETJ extended farther than thought at the time of annexation by the City and the City of Texas City allegedly annexed in its ETJ without its consent; and

**WHEREAS**, in partnering with League City, it was agreed to release this tract; and

**WHEREAS**, the requirements for disannexation of the Property as set out in Section 43.142 of the Texas Local Government Code have been met; and

**WHEREAS**, after due notice, on March 4, 2009, the City Commission held a public hearing regarding the disannexation, as required by Article I, section 3, of The City Charter; and,

**WHEREAS**, the City Commission of the City finds that it is in the best interests of the City to disannex and to discontinue the Property as a part of the City.

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

**SECTION 1:** That the facts set out in the preamble hereof are true and correct.

**SECTION 2:** That the Property generally described in the attached Exhibit "A", attached hereto and incorporated herein, is hereby discontinued and disannexed from the municipal boundaries of the City. The Mayor of the City is authorized and directed to enter an order into the records of the City confirming the discontinuance and disannexation of the Property, and to do all things reasonably required to implement this ordinance.

**SECTION 3:** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Commission was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Commission further ratifies, approves and confirms such written notice and the contents and posting thereof.

**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 this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City, and subject to the contingencies stated herein.

**PASSED AND ADOPTED this 4th day of March, 2009.**

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

ATTEST:

APPROVED AS TO FORM:

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Pamela A. Lawrence  
City Secretary

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Robert Gervais  
City Attorney

**CERTIFICATE OF ORDINANCE NO. 09-08**

**CITY OF TEXAS CITY, TEXAS**

I, the undersigned City Secretary of the City of Texas City, Texas, hereby certify that the attached and foregoing is a true and correct copy of Ordinance No. 09-08, Ordinance of City of Texas City, Texas, Discontinuing and Deannexing Property From Its Municipal Boundaries. I further certify that said ordinance was passed and approved by the City Commission of the City of Texas City on March 4, 2009.

WITNESS MY HAND AND SEAL OF THE CITY OF TEXAS CITY, TEXAS, this the 4th day of March, 2009.

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Pam Lawrence, City Secretary  
City of Texas City, Texas

**ORDER DISCONTINUING PROPERTY FROM THE  
MUNICIPAL BOUNDARIES OF THE CITY OF TEXAS CITY, TEXAS**

**WHEREAS**, pursuant to Section 43.142 of the Texas Local Government Code, the City Commission of the City of Texas City, Texas (the “City”), adopted Ordinance No. 09-08 discontinuing and disannexing approximately 110 acres from the City’s municipal boundaries, and directing that an order be entered into the records of the City consistent with that ordinance; NOW, THEREFORE,

**BE IT ORDERED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, that:**

Section 1. The matters and facts set out in the preamble hereof are true and correct.

Section 2. The City Commission of the City hereby orders that the land described in Exhibit A attached hereto and made a part hereof for all purposes is discontinued and deannexed from the municipal boundaries of the City as of the date hereof.

Section 3. This Order shall be entered into the records of the City.

PASSED AND APPROVED this the 4th day of March, 2009.

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

ATTEST:

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Pam Lawrence, City Secretary  
City of Texas City, Texas

(SEAL)

## **CITY OF TEXAS CITY, TEXAS**

I, the undersigned City Secretary of the City of Texas City, Texas hereby certify that the attached and foregoing is a true and correct copy of Order Discontinuing Property From The Municipal Boundaries of the City of Texas City, Texas. I further certify that said order was passed and approved by the City Commission of the City of Texas City on March 4, 2009.

WITNESS MY HAND AND SEAL OF THE CITY OF TEXAS CITY, TEXAS, this the 4<sup>th</sup> day of March, 2009.

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Pam Lawrence, City Secretary  
City of Texas City, Texas

**Consider approval of a request to amend the City of Texas City's fiscal year 2008/2009 budget.**

## **CITY COMMISSION AGENDA 2**

**Date:** 03/04/2009  
**Submitted By:** Cheryl Hunter, Finance  
**Submitted For:** Cheryl Hunter  
**Department:** Finance  
**Agenda Area:** Regular Items

### **Information**

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

Consider approval of a request to amend the City of Texas City's fiscal year 2008/2009 budget.

#### **BACKGROUND**

A budget amendment is needed to purchase property for the DOW drainage project. Over the past years, City staff have been working with DOW Chemicals to improve drainage issues. Funds in the amount of \$40,000 are needed to purchase property/easement in accordance with this ongoing project and funds are available in the General Fund.

#### **ANALYSIS**

The budget amendment is as follows:

#### **General Fund: (101) Street & Bridge (301):**

101-301-55720-Procurement of Property \$40,000  
 101-000-79999-Undesignated Budget Balance <\$40,000>

#### **ALTERNATIVES CONSIDERED**

### **Fiscal Impact**

### **Attachments**

Link:

Ord  
09-09

### **Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
		Cheryl Hunter	02/27/2009 09:38 AM	CREATED
1	Finance (Originator)	Cheryl Hunter	02/27/2009 09:51 AM	APRV
2	Finance (Originator)	Cheryl Hunter	02/27/2009 09:51 AM	APRV
3	Paralegal	Linda Jennings	02/27/2009 10:20 AM	APRV
4	City Attorney Office	Linda Jennings	02/27/2009 10:20 AM	APRV
5	Mayor	Matthew Doyle	02/27/2009 10:58 AM	APRV





**ORDINANCE NO. 09-09**

**AN ORDINANCE AMENDING ORDINANCE NO. 08-37, ADOPTING THE 2008-2009 FISCAL YEAR BUDGET TO PROVIDE FUNDING FOR PURCHASE OF PROPERTY FOR THE DOW DRAINAGE PROJECT; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK AND THE STATE COMPTROLLER'S OFFICE; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, by Ordinance No. 08-37, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2008-2009; and

**WHEREAS**, a budget amendment for \$40,000.00 is needed to purchase property/easement in accordance with the Dow Drainage Project to improve drainage issues; and

**WHEREAS**, funds are available in the General Fund and an amendment to the fiscal year 2008-2009 budget is necessary in order to provide \$40,000.00 to purchase property/easement for improvements under the DOW drainage project.

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

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

**SECTION 2:** That the budget for Fiscal Year 2008-2009 of the City of Texas City, Texas, is hereby amended as follows:

<b>General Fund (101) Street &amp; Bridge (301)</b>	
<b>101-301-55720-Procurement of Property</b>	<b>\$ 40,000.00</b>
<b>101-000-79999-Undesignated Budget Balance</b>	<b>&lt; \$ 40,000.00 &gt;</b>

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

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

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

**PASSED AND ADOPTED this 4th day of March, 2009.**

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

ATTEST:

APPROVED AS TO FORM:

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

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