

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, AUGUST 20, 2014 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) PROCLAMATIONS AND PRESENTATIONS
 - (a) Service Awards

Annie Scott	Police	08/31/2009	5 years
Megan Gillespie	Police	08/25/2009	5 years
Denise Castor	Library	08/24/2009	5 years
Leo Sparks	Sanitation	08/12/2009	5 years
Kayla Jackson	Library	08/10/2009	5 years
Hector Alonzo	Water Distribution	08/04/2009	5 years
Robert Judson	Police	08/23/2004	10 years
Kimberly Jackson	Parks & Recreation	08/02/2004	10 years
Michael Bullock	Bayou Golf	08/10/1999	15 years
John Grace	Fire	08/08/1989	25 years

Retirement

Rebecca Snow	Library	7 years
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- (5) PUBLIC HEARING
 - (a) Public hearing to hear citizens' opinions in favor of or in opposition to the proposed 2014 tax rate of \$0.438 per \$100 valuation. This rate exceeds the effective tax rate of \$0.407234 per \$100 valuation, but is less than the rollback tax rate of \$0.439450 per \$100 valuation. The proposed rate is \$0.015 less than the 2013 tax rate of \$0.453 per \$100 valuation. (Finance)
 - (b) Public Hearing for Bob Case to rezone from "A" (Single Family Residential) to "S-P" (Site Plan) to construct a storage facility for RV Park and recreational amenities. (Transportation and Planning)
 - (c) Public Hearing for Nick & Christy Stepchinski to rezone from "A" (Single Family Residential) to "E-4" (Commercial Warehouse) to construct a storage facility. (Transportation and Planning)

(6) PRELIMINARY ZONING APPROVAL

- (a) Request for Preliminary Zoning approval for Bob Case to rezone from "A" (Single Family Residential) to "S-P" (Site Plan) to construct a storage facility for RV Park and recreational amenities. (Transportation and Planning)
- (b) Request for Preliminary Zoning approval for Nick & Christy Stepchinski to rezone from "A" (Single Family Residential) to "E-4" (Commercial Warehouse) to construct a storage facility. (Transportation and Planning)

(7) CONSENT AGENDA

- (a) Approve City Commission Minutes for August 6, 2014 Work Shop meeting. (City Secretary)
- (b) Approve City Commission Minutes for August 6, 2014 Regular meeting. (City Secretary)
- (c) Approve City Commission Minutes for August 13, 2014 Work Shop meeting. (City Secretary)
- (d) Approve City Commission Minutes for August 13, 2014 Special meeting. (City Secretary)
- (e) Consider and take action on Resolution 14-077, approving and awarding a contract for 23rd Street Paving, Drainage, Water and Sewer Improvement Project. (Purchasing)
- (f) Consider and take action on Resolution 14-078, approving and awarding a contract for Vegetation Management Chemicals Annual Contract. (Purchasing)
- (g) Consider and take action on Resolution No. 14-079, approving the Community Development Block Grant Budget for program year 2014. (Community Development)
- (h) Consider and take action on Resolution No. 14-080, approving the sale of Property In Trust. Property is legally described as: Lot six (6) and the west one-half of (W 1/2) of lot seven (7), Block One Hundred Twenty-six (126) (322 6th Ave. N.), , Texas City, Texas, to the Texas City Economic Development (TCEDC). (Management Services)
- (i) Consider and take action on Resolution No. 14-081, approving the sale of Property In Trust property, legally described as ABST 205, Page 6, Lots 3 & 4, BLK 102, 2nd Division (128 4th Avenue North), Texas City, Texas, to the Texas City Economic Development Corporation (TCEDC). (Management Services)
- (j) Consider and take action on Resolution No. 14-082, suspending the October 1, 2014 effective date of Centerpoint Energy Houston Electric LLC's application to amend rate schedules. (Management Services)
- (k) Consider and take action on Resolution No. 14-083, approving entering into a commercial lease agreement with Tennille, Inc. for the old Vincent Center property in the 300 block of 7th Street S. (Management Services)

(8) PUBLIC COMMENTS

(9) MAYOR'S COMMENTS

(10) COMMISSIONERS' COMMENTS

ADJOURNMENT

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, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON AUGUST 15, 2014, AT 4:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

/s/Nicholas J. Finan
NICHOLAS J. FINAN
CITY SECRETARY

CITY COMMISSION REGULAR MTG

4. (a.

Meeting Date: 08/20/2014

August 2014 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Administration

Department: Human Resources

Information

ACTION REQUEST (Brief Summary)

Service Awards

Annie Scott	Police	08/31/2009	5 years
Megan Gillespie	Police	08/25/2009	5 years
Denise Castor	Library	08/24/2009	5 years
Leo Sparks	Sanitation	08/12/2009	5 years
Kayla Jackson	Library	08/10/2009	5 years
Hector Alonzo	Water Distribution	08/04/2009	5 years
Robert Judson	Police	08/23/2004	10 years
Kimberly Jackson	Parks & Recreation	08/02/2004	10 years
Michael Bullock	Bayou Golf	08/10/1999	15 years
John Grace	Fire	08/08/1989	25 years

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

5. (a.

Meeting Date: 08/20/2014

Tax Rate

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

First Public Hearing on the proposed 2014 tax rate.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

5. (b.

Meeting Date: 08/20/2014

Public Hearing for Rezoning Property for Bob Case

Submitted For: Jean Vincent, Transportation and Planning

Submitted By: Jean Vincent, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Public Hearing for Bob Case to rezone from "A" (Single Family Residential) to "S-P" (Site Plan) to construct a storage facility for RV Park and recreational amenities. Being 9.27 acres out of Lot 2 and 2A, Blk. 103, San Leon Farm Home Tract. Located at 9900 San Leon Drive.

BACKGROUND

This item came before the Zoning Commission on July 15, 2014. There was one letter of opposition to the request. After hearing all information the Zoning Commission unanimously voted approval of the rezoning request.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibits

NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held before the Texas City Commission at 5:00 p.m. on Wednesday, August 20, 2014 in the Kenneth T. Nunn Room at City Hall, 1801 9th Ave. No., Texas City, TX 77590. The purpose of the Public Hearing is to hear citizens' opinion in favor of or in opposition to the City of Texas City rezoning requests.

REQUEST BY: Bob Case requests to rezone from "A" (Single Family Residential) to "S-P" (Site Plan) to construct a storage facility for RV Park and recreational amenities.

BEING: 9.27 acres out of Lot 2 and 2A, Blk. 103, San Leon Farm Home Tract.

LOCATED : At 9900 San Leon Drive.

Any citizen wishing to voice his opinion in favor of or in opposition to the above change is invited to be present and will be heard. If you are opposed to the proposed rezoning you must submit valid reasons for opposition in writing to the 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.

Respectfully,

/s/Doug Kneupper
City Engineer

DATED: July 25, 2013



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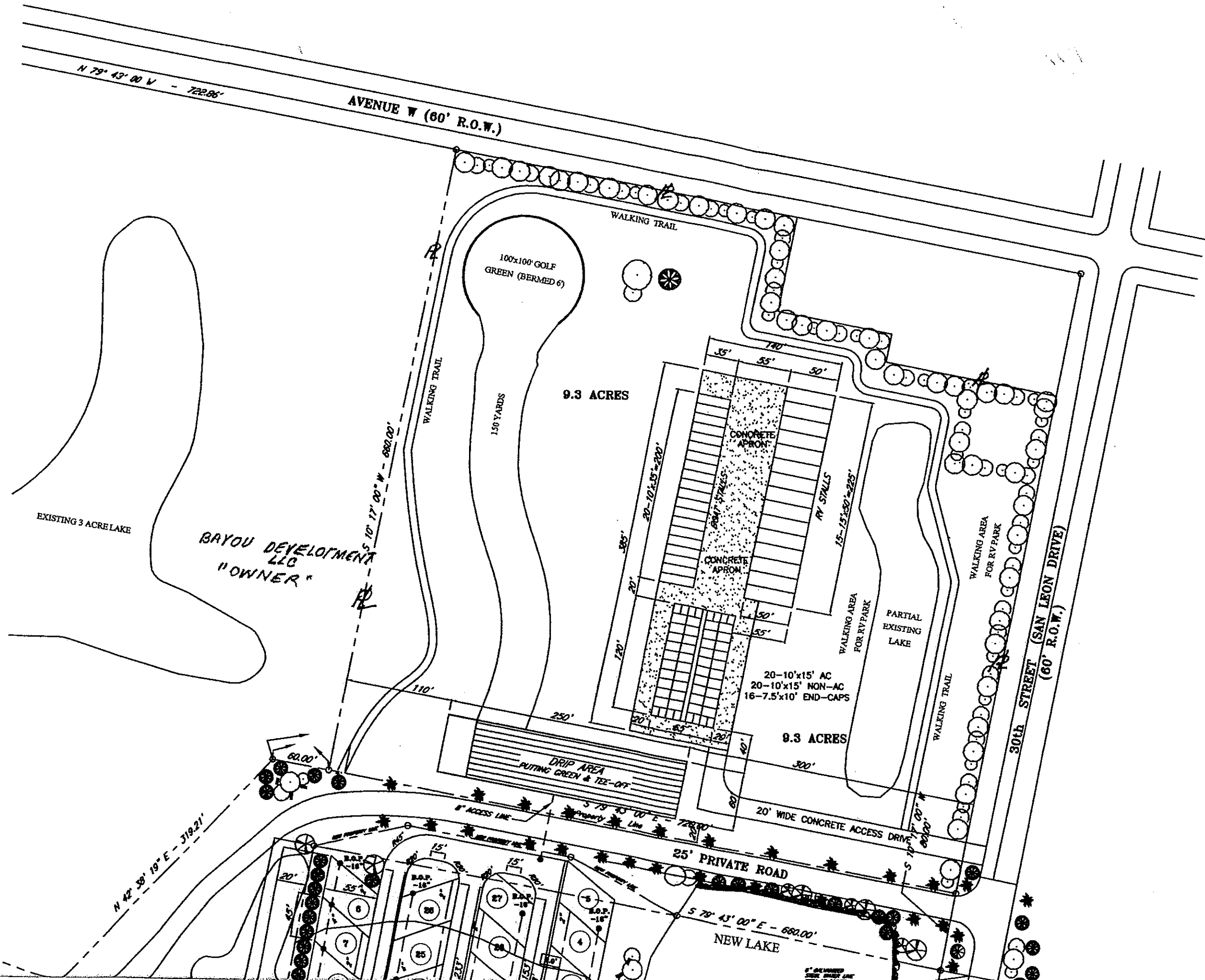
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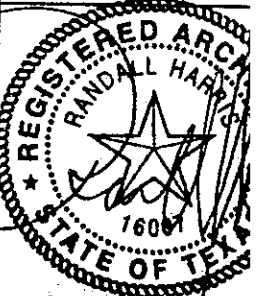
9900



1. FINISH PLAN
 2. EXISTING
 3. EXISTING

NO.	REVISIONS DESCRIPTION	DATE

rha architect
 randall harris & associates
 architect & master planner
 6300 Hwy. 6 South, Suite 200
 Houston, Texas 77065
 email: RHAArchitect@aol.com
 Tel: 281.964.7300 Fax: 281.964.7300



June 19, 2010

ONING EXHIBIT"
 BY CASE 2719 PECAN MANOR
 OWN TEXAS 77520 281 701 0030

ZONING COMMISSION MINUTES

July 15, 2014

The Zoning Commission for the City of Texas City met in a regularly scheduled meeting on Tuesday, July 15, 2014 at 5:15 p.m. Board members present were: Chairman, Perry O'Brien, Vice-Chairman Rachel Delgado, Bert Dahl, and Dee Ann Haney. Staff members present were Doug Kneupper and Brian Falk. Citizens present were: Clay Steely, Andrew Ward, Susan Hart, Heather Monteverde, Janet McWhorter, Nick Stephchinski, Christy Stepchinski, Zac Corley, Elizabeth Shelton, Shepherd Shelton, Tom Moughon, Bob Case, Fred Virani, Doris Buchan, Clayton and Linsey Leopold, Gladys Womack and Bryan Smith.

Chairman, Perry O'Brien then addressed those in attendance and explained the procedures for the Public Hearing.

Approval of Minutes: The minutes from the June 3, 2014 meeting were approved on a motion by Rachel Delgado/Bert Dahl. All members present voted aye.

ITEM NO. 1 Nick & Christy Stepchinski request to rezone from "A" (Single Family Residential) to "E-4" (Commercial Warehouse) to construct a storage facility. Being Lots 21,22,23 and 24, Highland Allotment 1st S/d. Located on I-45 and Highland Street. Mr. Kneupper explained the intent of the rezoning request as presented to the City staff. He presented an aerial map and explained the existing zoning classifications around the proposed site. He further indicated the areas currently zoned General Business and the areas that were residential. Mr. Kneupper then reviewed his memo to the members indicating the Staff had reviewed this request and found no objections to the proposed development. He further stated the storage would be enclosed, reviewed the screening requirements and that access to I-45 would need to be coordinated with TXDoT. He indicated the applicants were present to answer any questions the members may have. Mrs. Stepchinski addressed the members and stated the trees in the back portion of the property would be left to help screen the property from the residential homes. Mr. Stepchinsky stated the zoning along FM 1765 on the north side is all commercial up to Noble and then it just stops at the freeway frontage road. He further explained the depth of the property and addressed the drainage issues that had occurred with the development of the subdivision behind the property. Mrs. Stepchinski indicated they did have a detailed site plan with them which she allowed the members to review. **A motion was then made by Dee Ann Haney/Bert Dahl to open the Public Hearing. All members present voted aye.** Mr. O'Brien then asked if there was anyone present to speak in favor of or in opposition to the rezoning request. There was no one and **a motion was made by Dee Ann Haney/Bert Dahl to close the Public Hearing. All members present voted aye.** There was brief discussion and Mr. Dahl asked if any letters of opposition had been received. Mr. Kneupper indicated that nine property owners were notified of the rezoning intent and no letters of opposition had been received. **A motion was then made by Bert Dahl/Dee Ann Haney to approve the request to rezone to "E-4" (Commercial Warehouse). All members present voted aye.**

ITEM NO. 2 Bob Case requests to rezone from “A” (Single Family Residential) to “S-P” (Site Plan) to construct a storage facility for RV park storage facility along with recreational uses. Being 9.27 acres out of Lot 2, 2A, Blk. 103, San Leon Farm Home Tract. Located at 9900 San Leon Drive. Mr. Kneupper explained the proposal as presented to the City staff. He explained the property to the south of this site had recently been given approval for an addition to the existing RV park at 10000 San Leon Drive and also an additional park east of that site was approved for an RV park. Mr. Kneupper reviewed the proposal and stated the development was to provide boat and RV storage along with climate controlled and non-climate controlled personal storage and other amenities for the RV parks. He continued by reviewing the Land Use Plan for this area and stated this use would comply with the Land Use Plan as it would provide services for the existing parks. Mr. Kneupper provided aerial photos that showed the area being developed and indicated the location of the existing RV parks and the area being proposed for rezoning. He indicated the roads in this development were private streets and stated the new development would be required to meet the flood elevation requirements for new construction. He also indicated that City water and sewer services were not available. Mr. Kneupper stated the City staff had no objections to the rezoning intent. He indicated Mr. Case was present and available to answer any questions the members may have. Mr. Dahl asked about access to the site and the need for water and sewer to the facilities. Mr. Kneupper said he did not see any need except for fire protection and they were working with the Fire Marshal on that issue. He also addressed the issue of maintenance on the road and stated the developers were responsible for the maintenance of the road. He then indicated that 13 property owners were notified of the rezoning intent and one letter of opposition was received (copy provided to members). Mr. Case stated they would only be using a portion of the 9 acres and the facility would be strictly for the use of the RV park tenants to help clean up the outside areas by providing storage and the remainder of the property would be amenities for the RV park residents. It would include lakes, walking trails and other amenities along with the storage facility. He stated the storage facility would help enhance the appearance of the RV park by cleaning up the clutter. **A motion was then made by Bert Dahl/Dee Ann Haney to open the Public Hearing. All members present voted aye.** Chairman O'Brien asked if there was anyone present to speak in favor. There was no one else to speak in favor and he then asked for those in opposition to speak. Speaking in opposition was Doris Buchan. She asked how this proposed development would affect her street. Would they eliminate the trees, would it affect the property values (devalue), she asked which direction the storage facility would face and asked how they would access the site. She asked about screening and where the property would exit from. Mr. Kneupper stated the access points would be off the private road. Ms. Janet McWhorter asked if the development would contribute to the flooding problems they already have. Mr. Kneupper said the drainage issues would be addressed when they submit the final site plan. She also stated concerns about the width of San Leon Drive and said that RV's and vehicles could not drive down the road at the same time as it was not wide enough.

She wants the property to remain residential and cited concerns about water, sewer, flooding concerns, along with the potential change in use if the RV park failed. Mr. Kneupper stated any future uses of the property should the RV park fail could not be accomplished without going through the rezoning process as the Site Plan classification only allowed the uses stated. He also stated there were some flood concerns (storm surge) that could not be mitigated and the city would be closely addressing the drainage concerns when the site plan is provided. Mr. Kneupper continued by stating the storage would all be enclosed and this would help "clean up" the area by providing needed storage space. Susan Hart then asked was the property AG exempt and in the event of a storm the RV's would be removed but would the items in the storage be left and blowing around the neighborhood. She asked if the buildings would be constructed to ensure the safety of the other homes in the area. Chairman O'Brien indicated the site plan was on the table and the property owners could review it and see if that would help answer questions. Mr. Falk, Building Official, stated the buildings would meet the 120 mph wind load requirements for new construction and would be 80% masonry. Mr. Kneupper stated there currently are a lot of trees that act as screening and indicated that he hoped Mr. Case would leave those there. Mr. Case stated he has no intention of removing the dense trees. The property owners stated they weren't concerned about the trees but wanted some type of screening around the area so they would not have to see the people walking around. Mr. Kneupper stated these items would be addressed during the review of the site plan.

A motion was then made by Rachel Delgado/Bert Dahl to close the Public Hearing. All members present voted aye.

Chairman O'Brien stated a lot of the discussion items would be addressed during the site plan approval process which is handled by a separate board. He stated the purpose of this commission was to see if it was a good fit and would improve the property. He continued that if this item is approved it will go before the City Commission for approval and a public hearing. Anyone who wishes to speak against it or cite concerns will be allowed to do so during that meeting also. Dee Ann Haney spoke up and stated she is an elected official and is appointed to this commission and will be sitting on the Commission when this item comes before it. After discussion, **a motion was made by Rachel Delgado/Bert Dahl to approve the rezoning request. All members present voted aye.**

ITEM NO. 3 Tom Moughon requests to rezone from "A" (Single Family Residential) to "PUD" (Planned Unit Development) to construct a RV park along with commercial uses. Being 67 acres out of the Waterman's S/d, W.K. Wilson Surv. Located in the 2800 - 3600 block of FM 2004. Mr. Kneupper explained the development proposal and explained the different uses proposed. He reviewed his memo provided to the members (copy attached). He also indicated the PUD document had been included in the members packets for their review. Mr. Kneupper stated this project had been reviewed by the Staff and Planning Board and the applicant had been working with the Staff on this project. He continued by indicating the various areas along with what type of uses would be in each area. He indicated the Planning Board had reviewed the request and approved the proposed development. Mr. Kneupper then showed photos taken of the area to provide an over view and

explained where the drainage channels were and existing cell tower. He indicated the properties on the other side of the street and the various type of uses currently located in the areas there. He also indicated streets that would tie into the Lago Mar development in the future that currently run through Rainsong Subdivision. He stated this was an agreement the developers had made with the City. Mr. Kneupper indicated that 14 property owners were notified of the rezoning intent and to date 5 letters of opposition have been received. Mr. Tom Moughon was present and provided an overview of the property and the proposed projects. Robert Hooper, business partner, also provided drawings of the various parcels and the uses for each. They stated they had researched the area to see what the needs for this area are and are trying to meet the needs they have discovered. Mr. Moughon explained the various areas such as the RV/boat storage and the industrial complex. He described the types of uses for each and explained the types of buildings proposed to be built in each section. Mr. Dahl asked how soon Mr. Moughon would start on the project and he replied they would begin immediately on the RV /boat storage unit and the industrial/campus buildings. Mr. Moughon also stated he is the developer of the Grand Cay Harbour project and this project will be the same caliber and he will stick to his agreement for the development. **A motion was then made by Dee Ann**

Haney/Rachel Delgado to open the Public Hearing. All members present voted aye. Chairman O'Brien asked if there was anyone to speak in favor of the request. There was no one and he then asked if those in opposition to the request to speak. Speaking in opposition to the request was Clay Steele representing IBC Bank who owns the property in Rainsong S/d area. His opposition was that he felt the best fit for this area would be residential homes and rezoning this to commercial would be contrary to the orderly approach to growth listed in the City's development guidelines. He also stated he felt this might compromise the property values of the residential homes in the areas. Mr. Steele continued by stating all his opposition was listed in the letter he sent in and would not go through the entire list. He questioned the list of property owners that were listed as of 2013 and doubted the proper people were notified of the rezoning intent. He has additional unanswered questions. Elizabeth Shelton also spoke in opposition to the request. She presented an environmental review of the area and presented an aerial map of the area. She cited concerns about the drainage and corrected that one area indicated as a drainage ditch was actually Moses Bayou and this would require a special permit from TCEQ to drain into it, indicated wetlands and asked about mitigation concerns. Mrs. Shelton stated her main concern was the amount of concrete and potential run off load for the drainage ditches along with possible pollutants that could end up in Moses Lake via the bayou. Mr. Shelton also addressed the members and stated he has submitted written opposition to the request. The members indicated they had received a copy of his letter and Mr. Shelton continued by stating his concerns. He indicated the Mall of the Mainland site would be ideal for this type of development as it has direct access to I-45 and E.F. Lowry. He continued by stating some of the businesses that were located in the areas close to the subdivisions had relocated as people could not find them (Child support office, etc) therefore, he did not understand how they could say this was an ideal location. Mr. Shelton continued that prime locations for commercial development would be along the

major thoroughfares and he was strongly opposed to the rezoning request. Mrs. Shelton reiterated her opposition and stated the City had granted tax relief for Lago Mar to come in to build residential development around them and did not see how they could allow this commercial development which would be unsupported and not contribute to the tax base the way residential properties would. Mr. Brian Smith, Castlerock Builders, addressed the members and stated they were in opposition to the rezoning. He indicated they were currently building homes in the Rainsong S/d and felt he was representing the company and the homeowners in the subdivision. His main area of concern was the industrial distribution/warehouse/fab shops directly across the street from the subdivision. In fact, almost directly across the street from the park for the subdivision. This left no buffer area for the subdivision. He felt the development would be a detriment to the homeowners and could affect the future development of homes in the existing Rainsong S/d. Also addressing the members was Andrew Ward who stated the Mall of the Mainland had never been completely built out and was never completed. He asked how they could expect commercial development at this site to build out when the Mall of the Mainland never had. Clayton Leopold and his wife Lindsay also addressed the members and stated their opposition to the request. They addressed traffic concerns and the negative impact on the area. Mrs. Leopold also stated concerns about decrease in value to their homes. There was no one else to speak in opposition and **a motion was made by Dee Ann Haney/Rachel Delgado to close the Public Hearing. All members present voted aye.** Chairman O'Brien stated he understood the opposition as a homeowner himself and stated they did not have any more notice than those present. He stated he felt that were concerns that needed to be addressed before voting on this agenda item. He asked the members if they felt they had enough information to make a decision at this time. Rachel Delgado stated she had some questions. She asked about the notification list and asked if homeowners were notified of the rezoning request. Mr. Kneupper stated there were not as the first 120' of the 200' boundary represented FM 2004 and the 200' boundary then did not include residential lots as they were more than 200' away. He also stated the City used the most recent approved tax roll data available that was provided by the Central Appraisal District for the notification process which is August 2013. Mrs. Delgado also asked what the Land Use Map indicated for this area and asked if this wasn't the guide they were to use for proposed growth. Mr. Kneupper stated this was a valuable tool to use and indicated the area that was proposed is currently in a residential growth use area; however, that could be changed. He stated this was a general overview of the land use plan. Mr. Dahl asked about the wetlands and if they had considered this and was that really Moses Bayou or a drainage ditch. Mr. Kneupper stated the city does not get involved in the wetland mitigation issues as the developer and other agencies have to look at that. He stated this would apply to both residential and commercial developments. He continued by stating at one time the ditch might have been Moses Bayou but it was mowed, altered and maintained by Drainage District Number 2 now and is considered a drainage ditch. Mr. Dahl stated the Mall of the Mainland had no impact on this proposed development. Mr. Kneupper updated the members on the recent purchase of the Macy's building and proposed new developments. Chairman O'Brien then asked if the members had sufficient information

to make a recommendation. **A motion was then made by Rachel Delgado/Dee Ann Haney to deny the rezoning request, as presented, to PUD. Rachel Delgado and Dee Ann Haney voted against and** Mr. Dahl stated he didn't want to deny the request but asked if they could do additional studies. Chairman O'Brien stated they could table the item. Bert Dahl expressed concerns about the traffic on FM 2004 and the lack of space for cars on the existing roadway. Discussion began again about the traffic and the fact that TXDOT has no plans to widen this road and there are drainage issues already caused by the developments. There was more discussion and Mr. Moughon stated he would like the opportunity to address some of the opposition and Chairman O'Brien indicated that he could proceed. Mr. Moughon addressed the drainage concerns and stated the impact on the drainage would be minimal. He continued by stating they had done an environmental review and there are no wetlands in the area. The only area that remains wet is due to lack of drainage and would be addressed with the development. He also stated the traffic would not be a problem or negatively impact the subdivision. The proposed uses would not create a high traffic demand. After further discussion was concluded, **a vote was taken on the motion to deny the rezoning request with Rachel Delgado and Dee Ann Haney voting to deny and Mr. Dahl voting against. Chairman O'Brien also voted in favor of the motion to deny and the motion carried to deny the rezoning request.**

There was no further business to discuss **and a motion was made by Bert Dahl/Rachel Delgado to adjourn. All members present voted aye.**

Perry O'Brien, Chairman

Doug Kneupper, Secretary

CITY COMMISSION REGULAR MTG

5. (c.

Meeting Date: 08/20/2014

Public Hearing for Rezoning Property for Stephchinski

Submitted For: Jean Vincent, Transportation and Planning

Submitted By: Jean Vincent, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Public Hearing for rezoning property for Nick & Christy Stepchinski to rezone from "A" (Single Family Residential) to "E-4" (Commercial Warehouse) to construct a storage facility. Being Lots 21, 22, 23 and 24, Highland Allotment 1st S/d. Located on I-45 and Highland Street (not open).

BACKGROUND

This rezoning request came before the Zoning Commission on July 15, 2014. There was no opposition to the rezoning intent. After hearing all pertinent information the Commission unanimously voted to approve the rezoning request.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibits

NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held before the Texas City Zoning Commission at 5:15 p.m. on Tuesday, July 15, 2014 in the Conference Room at City Hall Annex. The purpose of the Public Hearing is to hear citizens' opinion in favor of or in opposition to the City of Texas City rezoning requests.

REQUEST BY: Nick & Christy Stepchinski to rezone from "A" (Single Family Residential) to "E-4" (Commercial Warehouse) to construct a storage facility.

BEING: Lots 21, 22, 23 and 24, Highland Allotment 1st S/d.

LOCATED : On I-45 and Highland Street (not open).

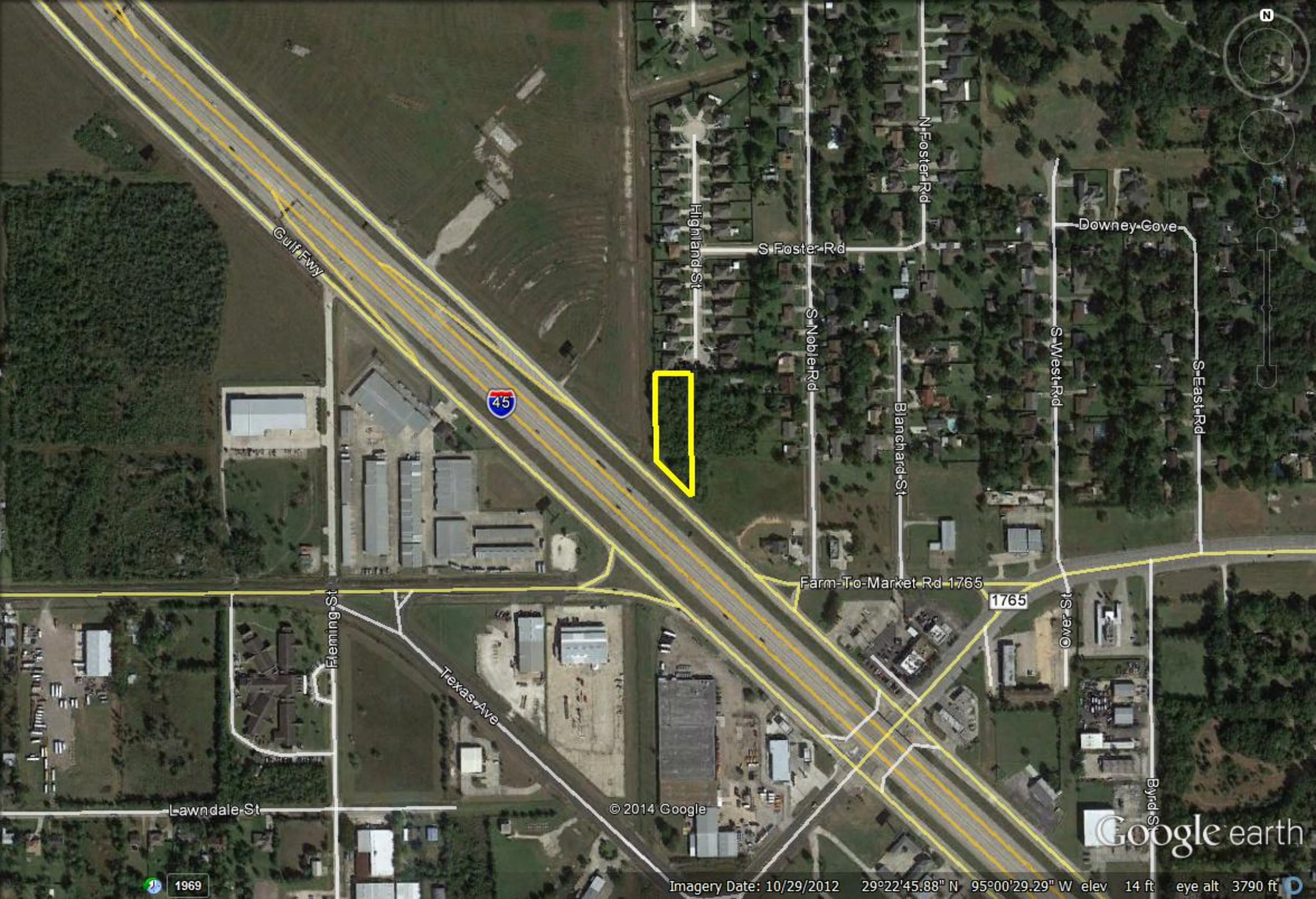
Any citizen wishing to voice his opinion in favor of or in opposition to the above change is invited to be present and will be heard. If you are opposed to the proposed rezoning you must submit valid reasons for opposition in writing to the Zoning Commission of Texas City, P.O. Drawer 2608, Texas City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

Respectfully,

Doug Kneupper,
City Engineer

DK:jv

DATED: June 24, 2014



Gulf Fwy



Highland St

S Foster Rd

N Foster Rd

Downey Cove

S Noble Rd

Blanchard St

S West Rd

S East Rd

Farm-To-Market Rd 1765

1765

Over St

Byrd St

Fleming St

Texas Ave

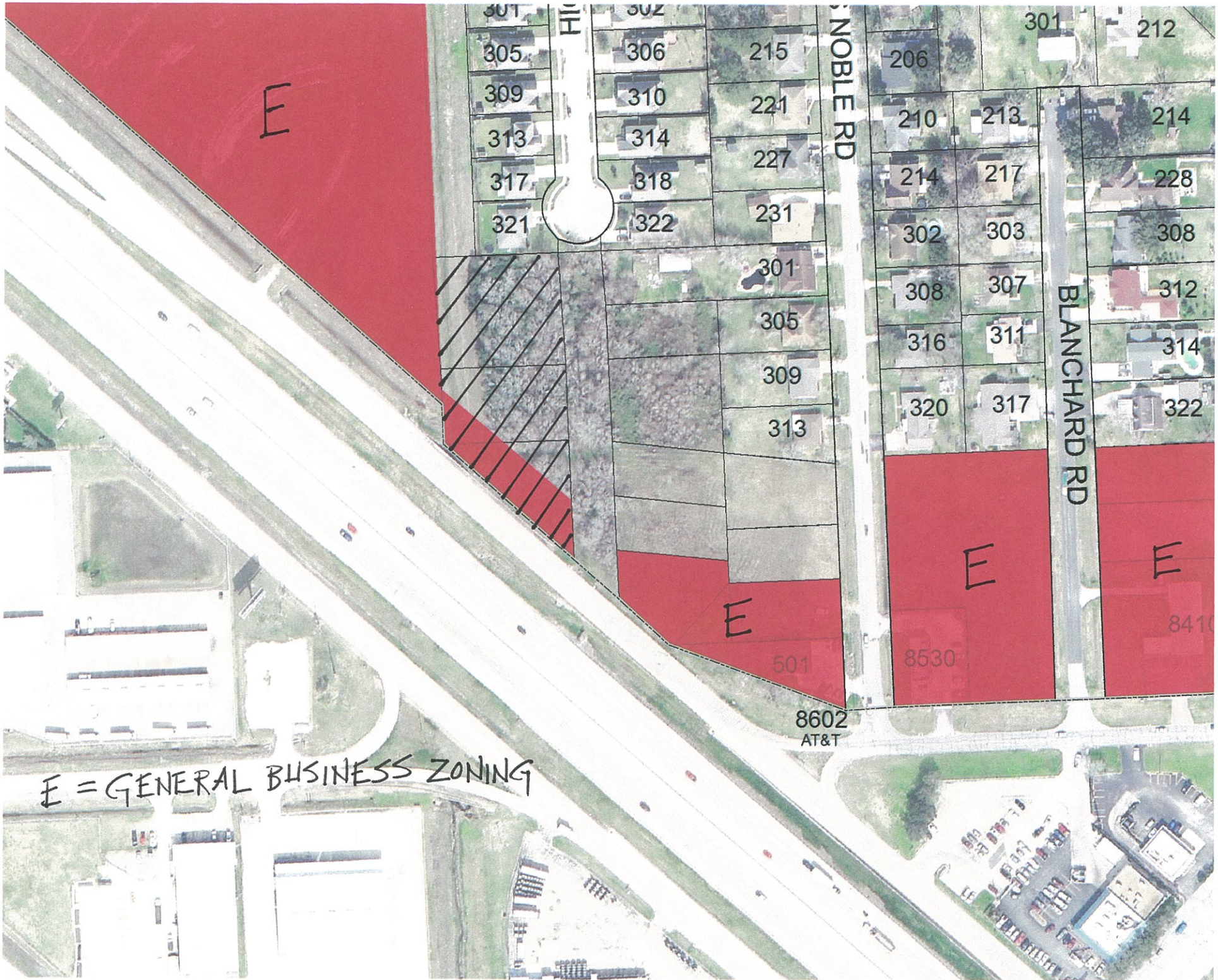
Lawndale St

© 2014 Google

Google earth

1969

Imagery Date: 10/29/2012 29°22'45.88" N 95°00'29.29" W elev 14 ft eye alt 3790 ft



E = GENERAL BUSINESS ZONING

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NOBLE RD

BLANCHARD RD

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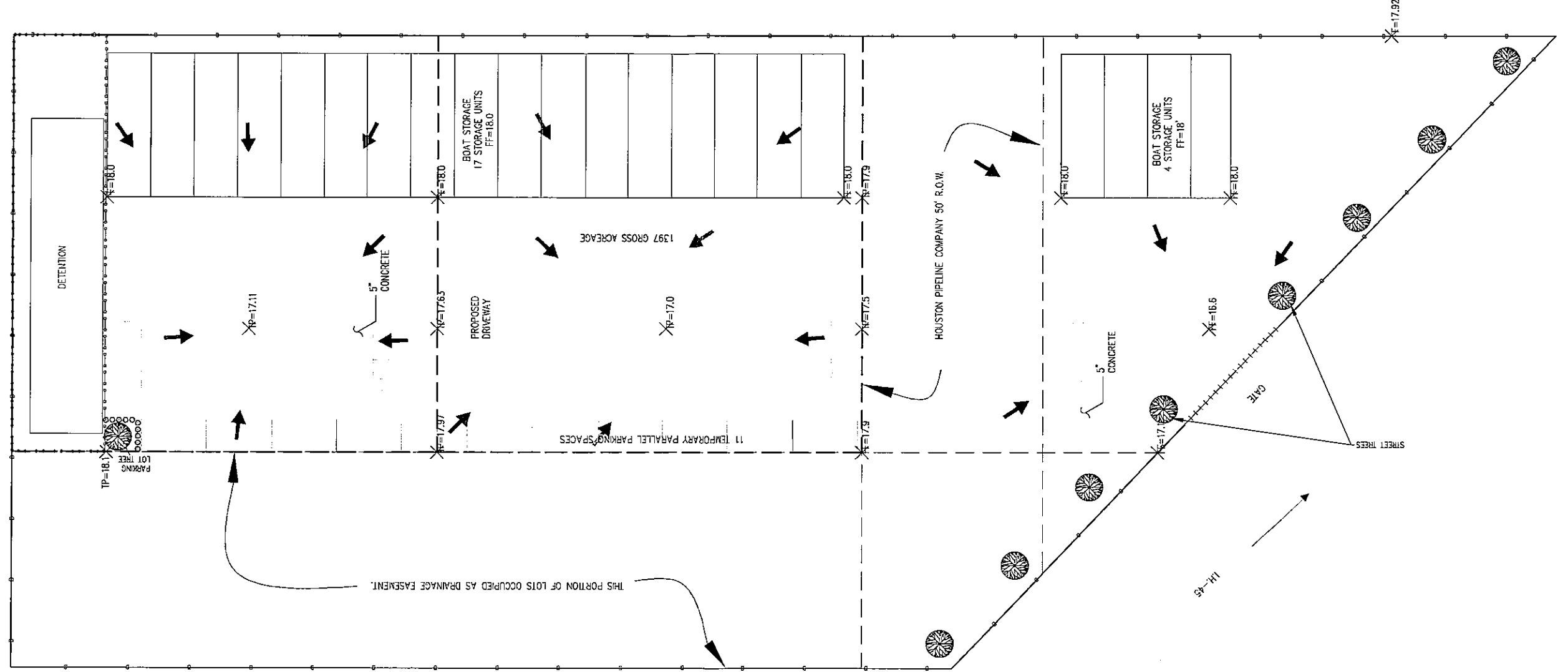
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501

8530

8410



LEGEND

	6' TALL BRICK WALL
	6' TALL BLACK ROD IRON FENCE
	UTILITY EASEMENT
	ROD IRON GATE

NUMBER OF STREET TREES:
20' FRONTAGE/30 = 8 STREET TREES
NUMBER OF PARKING LOT TREES:
11 NEW SPACES/10 = 1 PARKING LOT TREES
TOTAL NEW TREES = 1 TREES
NUMBER OF SHRUBS:
1 STREET TREES X 10 = 10 SHRUBS

NOTE:
OWNER TO CHOOSE TREE AND SHRUB SPECIES IN ACCORDANCE WITH CITY OF TEXAS CITY'S APPROVED TREE AND SHRUB ORDINANCE.

NICK & CHRISTY STEPCHINSKI & VICTOR GATES
3131 HIGHWAY 6
HITCHCOCK, TEXAS, 77563
(409)682-0063

THIS SITE LIES COMPLETELY OUTSIDE THE FLOODPLAIN IN ZONE "C" (AREA OF MINIMAL FLOODING)

NO.	DATE	DESCRIPTION
1	2/11/2014	ISSUED FOR PERMITS

REVISIONS AND ISSUANCE

CIVIL SITE PLAN
LOT 21-24
BOAT STORAGE PROJECT
TEXAS CITY,
GALVESTON COUNTY, TEXAS

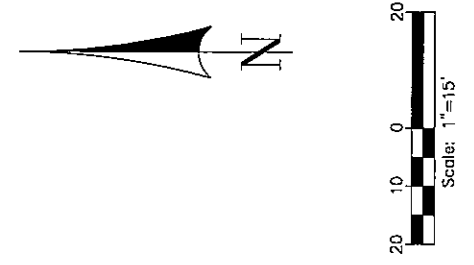
PRELIMINARY NOT FOR
CONSTRUCTION

JRH ENGINEERING, INC.
820 S. FRIENDSWOOD DR., #202
FRIENDSWOOD, TX 77546
PHONE: 281-482-8800
TBPE FIRM NO. 10385

DRAWING TITLE
LANDSCAPING

SCALE: 1"=15'
CHECKED BY
DATE: 05-12-14
JOB NO.
DRAWING NO.

C9.0



ZONING COMMISSION MINUTES

July 15, 2014

The Zoning Commission for the City of Texas City met in a regularly scheduled meeting on Tuesday, July 15, 2014 at 5:15 p.m. Board members present were: Chairman, Perry O'Brien, Vice-Chairman Rachel Delgado, Bert Dahl, and Dee Ann Haney. Staff members present were Doug Kneupper and Brian Falk. Citizens present were: Clay Steely, Andrew Ward, Susan Hart, Heather Monteverde, Janet McWhorter, Nick Stephchinski, Christy Stepchinski, Zac Corley, Elizabeth Shelton, Shepherd Shelton, Tom Moughon, Bob Case, Fred Virani, Doris Buchan, Clayton and Linsey Leopold, Gladys Womack and Bryan Smith.

Chairman, Perry O'Brien then addressed those in attendance and explained the procedures for the Public Hearing.

Approval of Minutes: The minutes from the June 3, 2014 meeting were approved on a motion by Rachel Delgado/Bert Dahl. All members present voted aye.

ITEM NO. 1 Nick & Christy Stepchinski request to rezone from "A" (Single Family Residential) to "E-4" (Commercial Warehouse) to construct a storage facility. Being Lots 21,22,23 and 24, Highland Allotment 1st S/d. Located on I-45 and Highland Street. Mr. Kneupper explained the intent of the rezoning request as presented to the City staff. He presented an aerial map and explained the existing zoning classifications around the proposed site. He further indicated the areas currently zoned General Business and the areas that were residential. Mr. Kneupper then reviewed his memo to the members indicating the Staff had reviewed this request and found no objections to the proposed development. He further stated the storage would be enclosed, reviewed the screening requirements and that access to I-45 would need to be coordinated with TXDoT. He indicated the applicants were present to answer any questions the members may have. Mrs. Stepchinski addressed the members and stated the trees in the back portion of the property would be left to help screen the property from the residential homes. Mr. Stepchinsky stated the zoning along FM 1765 on the north side is all commercial up to Noble and then it just stops at the freeway frontage road. He further explained the depth of the property and addressed the drainage issues that had occurred with the development of the subdivision behind the property. Mrs. Stepchinski indicated they did have a detailed site plan with them which she allowed the members to review. **A motion was then made by Dee Ann Haney/Bert Dahl to open the Public Hearing. All members present voted aye.** Mr. O'Brien then asked if there was anyone present to speak in favor of or in opposition to the rezoning request. There was no one and **a motion was made by Dee Ann Haney/Bert Dahl to close the Public Hearing. All members present voted aye.** There was brief discussion and Mr. Dahl asked if any letters of opposition had been received. Mr. Kneupper indicated that nine property owners were notified of the rezoning intent and no letters of opposition had been received. **A motion was then made by Bert Dahl/Dee Ann Haney to approve the request to rezone to "E-4" (Commercial Warehouse). All members present voted aye.**

ITEM NO. 2 Bob Case requests to rezone from “A” (Single Family Residential) to “S-P” (Site Plan) to construct a storage facility for RV park storage facility along with recreational uses. Being 9.27 acres out of Lot 2, 2A, Blk. 103, San Leon Farm Home Tract. Located at 9900 San Leon Drive. Mr. Kneupper explained the proposal as presented to the City staff. He explained the property to the south of this site had recently been given approval for an addition to the existing RV park at 10000 San Leon Drive and also an additional park east of that site was approved for an RV park. Mr. Kneupper reviewed the proposal and stated the development was to provide boat and RV storage along with climate controlled and non-climate controlled personal storage and other amenities for the RV parks. He continued by reviewing the Land Use Plan for this area and stated this use would comply with the Land Use Plan as it would provide services for the existing parks. Mr. Kneupper provided aerial photos that showed the area being developed and indicated the location of the existing RV parks and the area being proposed for rezoning. He indicated the roads in this development were private streets and stated the new development would be required to meet the flood elevation requirements for new construction. He also indicated that City water and sewer services were not available. Mr. Kneupper stated the City staff had no objections to the rezoning intent. He indicated Mr. Case was present and available to answer any questions the members may have. Mr. Dahl asked about access to the site and the need for water and sewer to the facilities. Mr. Kneupper said he did not see any need except for fire protection and they were working with the Fire Marshal on that issue. He also addressed the issue of maintenance on the road and stated the developers were responsible for the maintenance of the road. He then indicated that 13 property owners were notified of the rezoning intent and one letter of opposition was received (copy provided to members). Mr. Case stated they would only be using a portion of the 9 acres and the facility would be strictly for the use of the RV park tenants to help clean up the outside areas by providing storage and the remainder of the property would be amenities for the RV park residents. It would include lakes, walking trails and other amenities along with the storage facility. He stated the storage facility would help enhance the appearance of the RV park by cleaning up the clutter. **A motion was then made by Bert Dahl/Dee Ann Haney to open the Public Hearing. All members present voted aye.** Chairman O'Brien asked if there was anyone present to speak in favor. There was no one else to speak in favor and he then asked for those in opposition to speak. Speaking in opposition was Doris Buchan. She asked how this proposed development would affect her street. Would they eliminate the trees, would it affect the property values (devalue), she asked which direction the storage facility would face and asked how they would access the site. She asked about screening and where the property would exit from. Mr. Kneupper stated the access points would be off the private road. Ms. Janet McWhorter asked if the development would contribute to the flooding problems they already have. Mr. Kneupper said the drainage issues would be addressed when they submit the final site plan. She also stated concerns about the width of San Leon Drive and said that RV's and vehicles could not drive down the road at the same time as it was not wide enough.

She wants the property to remain residential and cited concerns about water, sewer, flooding concerns, along with the potential change in use if the RV park failed. Mr. Kneupper stated any future uses of the property should the RV park fail could not be accomplished without going through the rezoning process as the Site Plan classification only allowed the uses stated. He also stated there were some flood concerns (storm surge) that could not be mitigated and the city would be closely addressing the drainage concerns when the site plan is provided. Mr. Kneupper continued by stating the storage would all be enclosed and this would help "clean up" the area by providing needed storage space. Susan Hart then asked was the property AG exempt and in the event of a storm the RV's would be removed but would the items in the storage be left and blowing around the neighborhood. She asked if the buildings would be constructed to ensure the safety of the other homes in the area. Chairman O'Brien indicated the site plan was on the table and the property owners could review it and see if that would help answer questions. Mr. Falk, Building Official, stated the buildings would meet the 120 mph wind load requirements for new construction and would be 80% masonry. Mr. Kneupper stated there currently are a lot of trees that act as screening and indicated that he hoped Mr. Case would leave those there. Mr. Case stated he has no intention of removing the dense trees. The property owners stated they weren't concerned about the trees but wanted some type of screening around the area so they would not have to see the people walking around. Mr. Kneupper stated these items would be addressed during the review of the site plan.

A motion was then made by Rachel Delgado/Bert Dahl to close the Public Hearing. All members present voted aye.

Chairman O'Brien stated a lot of the discussion items would be addressed during the site plan approval process which is handled by a separate board. He stated the purpose of this commission was to see if it was a good fit and would improve the property. He continued that if this item is approved it will go before the City Commission for approval and a public hearing. Anyone who wishes to speak against it or cite concerns will be allowed to do so during that meeting also. Dee Ann Haney spoke up and stated she is an elected official and is appointed to this commission and will be sitting on the Commission when this item comes before it. After discussion, **a motion was made by Rachel Delgado/Bert Dahl to approve the rezoning request. All members present voted aye.**

ITEM NO. 3 Tom Moughon requests to rezone from "A" (Single Family Residential) to "PUD" (Planned Unit Development) to construct a RV park along with commercial uses. Being 67 acres out of the Waterman's S/d, W.K. Wilson Surv. Located in the 2800 - 3600 block of FM 2004. Mr. Kneupper explained the development proposal and explained the different uses proposed. He reviewed his memo provided to the members (copy attached). He also indicated the PUD document had been included in the members packets for their review. Mr. Kneupper stated this project had been reviewed by the Staff and Planning Board and the applicant had been working with the Staff on this project. He continued by indicating the various areas along with what type of uses would be in each area. He indicated the Planning Board had reviewed the request and approved the proposed development. Mr. Kneupper then showed photos taken of the area to provide an over view and

explained where the drainage channels were and existing cell tower. He indicated the properties on the other side of the street and the various type of uses currently located in the areas there. He also indicated streets that would tie into the Lago Mar development in the future that currently run through Rainsong Subdivision. He stated this was an agreement the developers had made with the City. Mr. Kneupper indicated that 14 property owners were notified of the rezoning intent and to date 5 letters of opposition have been received. Mr. Tom Moughon was present and provided an overview of the property and the proposed projects. Robert Hooper, business partner, also provided drawings of the various parcels and the uses for each. They stated they had researched the area to see what the needs for this area are and are trying to meet the needs they have discovered. Mr. Moughon explained the various areas such as the RV/boat storage and the industrial complex. He described the types of uses for each and explained the types of buildings proposed to be built in each section. Mr. Dahl asked how soon Mr. Moughon would start on the project and he replied they would begin immediately on the RV /boat storage unit and the industrial/campus buildings. Mr. Moughon also stated he is the developer of the Grand Cay Harbour project and this project will be the same caliber and he will stick to his agreement for the development. **A motion was then made by Dee Ann**

Haney/Rachel Delgado to open the Public Hearing. All members present voted aye. Chairman O'Brien asked if there was anyone to speak in favor of the request. There was no one and he then asked if those in opposition to the request to speak. Speaking in opposition to the request was Clay Steele representing IBC Bank who owns the property in Rainsong S/d area. His opposition was that he felt the best fit for this area would be residential homes and rezoning this to commercial would be contrary to the orderly approach to growth listed in the City's development guidelines. He also stated he felt this might compromise the property values of the residential homes in the areas. Mr. Steele continued by stating all his opposition was listed in the letter he sent in and would not go through the entire list. He questioned the list of property owners that were listed as of 2013 and doubted the proper people were notified of the rezoning intent. He has additional unanswered questions. Elizabeth Shelton also spoke in opposition to the request. She presented an environmental review of the area and presented an aerial map of the area. She cited concerns about the drainage and corrected that one area indicated as a drainage ditch was actually Moses Bayou and this would require a special permit from TCEQ to drain into it, indicated wetlands and asked about mitigation concerns. Mrs. Shelton stated her main concern was the amount of concrete and potential run off load for the drainage ditches along with possible pollutants that could end up in Moses Lake via the bayou. Mr. Shelton also addressed the members and stated he has submitted written opposition to the request. The members indicated they had received a copy of his letter and Mr. Shelton continued by stating his concerns. He indicated the Mall of the Mainland site would be ideal for this type of development as it has direct access to I-45 and E.F. Lowry. He continued by stating some of the businesses that were located in the areas close to the subdivisions had relocated as people could not find them (Child support office, etc) therefore, he did not understand how they could say this was an ideal location. Mr. Shelton continued that prime locations for commercial development would be along the

major thoroughfares and he was strongly opposed to the rezoning request. Mrs. Shelton reiterated her opposition and stated the City had granted tax relief for Lago Mar to come in to build residential development around them and did not see how they could allow this commercial development which would be unsupported and not contribute to the tax base the way residential properties would. Mr. Brian Smith, Castlerock Builders, addressed the members and stated they were in opposition to the rezoning. He indicated they were currently building homes in the Rainsong S/d and felt he was representing the company and the homeowners in the subdivision. His main area of concern was the industrial distribution/warehouse/fab shops directly across the street from the subdivision. In fact, almost directly across the street from the park for the subdivision. This left no buffer area for the subdivision. He felt the development would be a detriment to the homeowners and could affect the future development of homes in the existing Rainsong S/d. Also addressing the members was Andrew Ward who stated the Mall of the Mainland had never been completely built out and was never completed. He asked how they could expect commercial development at this site to build out when the Mall of the Mainland never had. Clayton Leopold and his wife Lindsay also addressed the members and stated their opposition to the request. They addressed traffic concerns and the negative impact on the area. Mrs. Leopold also stated concerns about decrease in value to their homes. There was no one else to speak in opposition and **a motion was made by Dee Ann Haney/Rachel Delgado to close the Public Hearing. All members present voted aye.** Chairman O'Brien stated he understood the opposition as a homeowner himself and stated they did not have any more notice than those present. He stated he felt that were concerns that needed to be addressed before voting on this agenda item. He asked the members if they felt they had enough information to make a decision at this time. Rachel Delgado stated she had some questions. She asked about the notification list and asked if homeowners were notified of the rezoning request. Mr. Kneupper stated there were not as the first 120' of the 200' boundary represented FM 2004 and the 200' boundary then did not include residential lots as they were more than 200' away. He also stated the City used the most recent approved tax roll data available that was provided by the Central Appraisal District for the notification process which is August 2013. Mrs. Delgado also asked what the Land Use Map indicated for this area and asked if this wasn't the guide they were to use for proposed growth. Mr. Kneupper stated this was a valuable tool to use and indicated the area that was proposed is currently in a residential growth use area; however, that could be changed. He stated this was a general overview of the land use plan. Mr. Dahl asked about the wetlands and if they had considered this and was that really Moses Bayou or a drainage ditch. Mr. Kneupper stated the city does not get involved in the wetland mitigation issues as the developer and other agencies have to look at that. He stated this would apply to both residential and commercial developments. He continued by stating at one time the ditch might have been Moses Bayou but it was mowed, altered and maintained by Drainage District Number 2 now and is considered a drainage ditch. Mr. Dahl stated the Mall of the Mainland had no impact on this proposed development. Mr. Kneupper updated the members on the recent purchase of the Macy's building and proposed new developments. Chairman O'Brien then asked if the members had sufficient information

to make a recommendation. **A motion was then made by Rachel Delgado/Dee Ann Haney to deny the rezoning request, as presented, to PUD. Rachel Delgado and Dee Ann Haney voted against and** Mr. Dahl stated he didn't want to deny the request but asked if they could do additional studies. Chairman O'Brien stated they could table the item. Bert Dahl expressed concerns about the traffic on FM 2004 and the lack of space for cars on the existing roadway. Discussion began again about the traffic and the fact that TXDOT has no plans to widen this road and there are drainage issues already caused by the developments. There was more discussion and Mr. Moughon stated he would like the opportunity to address some of the opposition and Chairman O'Brien indicated that he could proceed. Mr. Moughon addressed the drainage concerns and stated the impact on the drainage would be minimal. He continued by stating they had done an environmental review and there are no wetlands in the area. The only area that remains wet is due to lack of drainage and would be addressed with the development. He also stated the traffic would not be a problem or negatively impact the subdivision. The proposed uses would not create a high traffic demand. After further discussion was concluded, **a vote was taken on the motion to deny the rezoning request with Rachel Delgado and Dee Ann Haney voting to deny and Mr. Dahl voting against. Chairman O'Brien also voted in favor of the motion to deny and the motion carried to deny the rezoning request.**

There was no further business to discuss **and a motion was made by Bert Dahl/Rachel Delgado to adjourn. All members present voted aye.**

Perry O'Brien, Chairman

Doug Kneupper, Secretary

CITY COMMISSION REGULAR MTG

6. (a.

Meeting Date: 08/20/2014

Preliminary Zoning Approval for Bob Case

Submitted For: Jean Vincent, Transportation and Planning

Submitted By: Jean Vincent, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Preliminary zoning approval for Bob Case to rezone from "A" (Single Family Residential) to "S-P" (Site Plan) to construct a storage facility for RV Park and recreational amenities. Being 9.27 acres out of Lot 2 and 2A, Blk. 103, San Leon Farm Home Tract. Located At 9900 San Leon Drive.

BACKGROUND

Previously approved by the Zoning Commission on July 15, 2014.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

6. (b.

Meeting Date: 08/20/2014

Preliminary Zoning Approval for Nick & Christy Stepchinsky

Submitted For: Jean Vincent, Transportation and Planning

Submitted By: Jean Vincent, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Preliminary zoning approval for Nick & Christy Stepchinski to rezone from "A" (Single Family Residential) to "E-4" (Commercial Warehouse) to construct a storage facility. Being Lots 21, 22, 23 and 24, Highland Allotment 1st S/d. Located on I-45 and Highland Street (not open).

BACKGROUND

This was previously given unanimous approval by the Zoning Commission on July 15, 2014 during a Public Hearing. There was no opposition to the request.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Stepchinski

REVISIONS AND ISSUANCE		
NO.	DATE	DESCRIPTION
1	5/11/2014	ISSUED FOR PERMITS

CIVIL SITE PLAN
 LOT 21-24
 BOAT STORAGE PROJECT
 TEXAS CITY,
 GALVESTON COUNTY, TEXAS

PRELIMINARY NOT FOR
 CONSTRUCTION

JRH ENGINEERING, INC.
 820 S. FRIENDSWOOD DR., #202
 FRIENDSWOOD, TX 77546
 PHONE: 281-482-8800
 TBPE FIRM NO. 10385

DRAWING TITLE
LANDSCAPING
 SCALE 1:15
 CHECKED BY
 DATE 05-12-14
 JOB NO.
 DRAWING NO. C9.0

THIS SITE LIES COMPLETELY OUTSIDE THE FLOODPLAIN
 IN ZONE "C" (AREA OF MINIMAL FLOODING)

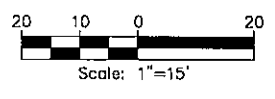
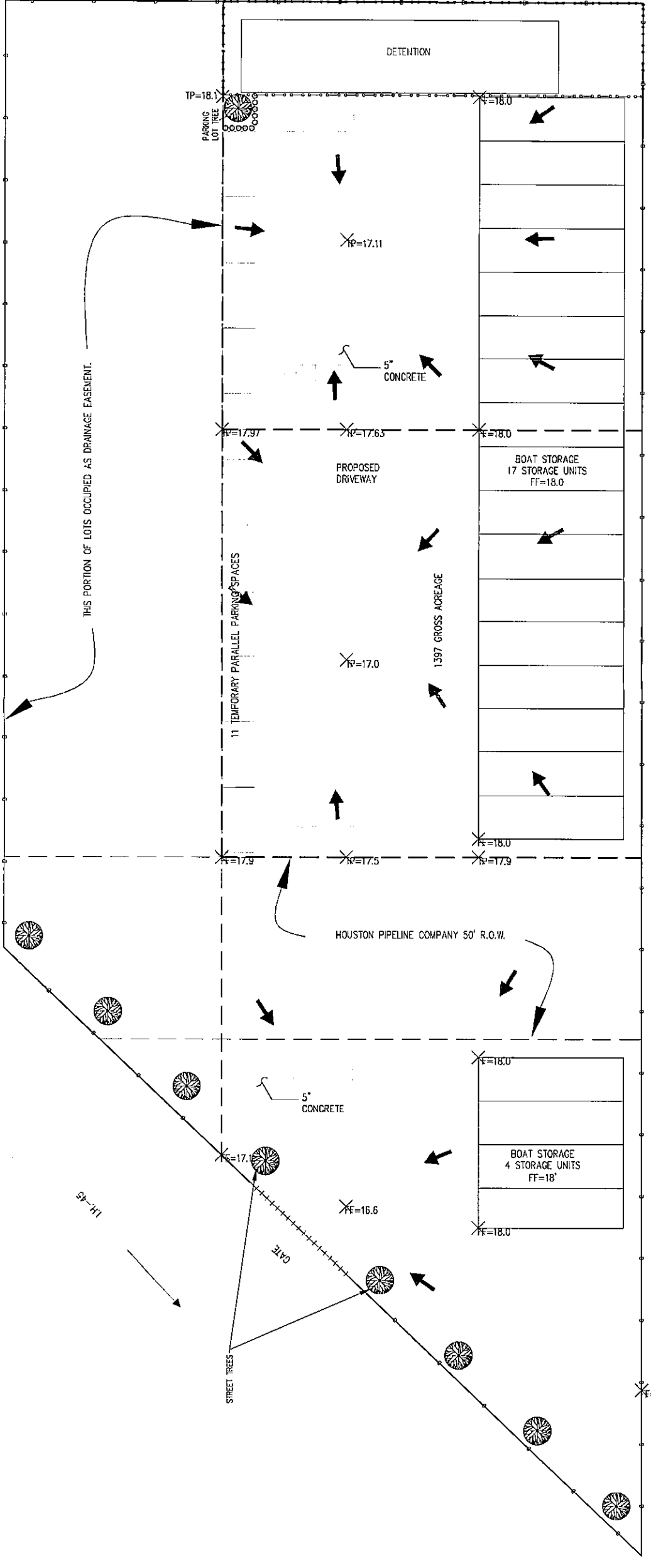
NOTE:
 OWNER TO CHOOSE TREE AND SHRUB SPECIES IN ACCORDANCE WITH
 CITY OF TEXAS CITY'S APPROVED TREE AND SHRUB ORDINANCE.

NUMBER OF STREET TREES:
 20' FRONTAGE/50' = 8 STREET TREES
 NUMBER OF PARKING LOT TREES:
 11 NEW SPACES/10 = 1 PARKING LOT TREES
 TOTAL NEW TREES = 1 TREES

NUMBER OF SHRUBS:
 1 STREET TREES X 10 = 10 SHRUBS

NICK & CHRISTY STEPCHINSKI & VICTOR GATES
 3131 HIGHWAY 6
 HITCHCOCK, TEXAS, 77563
 (409)582-0063

LEGEND	
+++++	ROD IRON GATE
---	UTILITY EASEMENT
—●—	6' TALL BLACK ROD IRON FENCE
—○—	6' TALL BRICK WALL



ZONING COMMISSION MINUTES

July 15, 2014

The Zoning Commission for the City of Texas City met in a regularly scheduled meeting on Tuesday, July 15, 2014 at 5:15 p.m. Board members present were: Chairman, Perry O'Brien, Vice-Chairman Rachel Delgado, Bert Dahl, and Dee Ann Haney. Staff members present were Doug Kneupper and Brian Falk. Citizens present were: Clay Steely, Andrew Ward, Susan Hart, Heather Monteverde, Janet McWhorter, Nick Stepchinski, Christy Stepchinski, Zac Corley, Elizabeth Shelton, Shepherd Shelton, Tom Moughon, Bob Case, Fred Virani, Doris Buchan, Clayton and Linsey Leopold, Gladys Womack and Bryan Smith.

Chairman, Perry O'Brien then addressed those in attendance and explained the procedures for the Public Hearing.

Approval of Minutes: The minutes from the June 3, 2014 meeting were approved on a motion by Rachel Delgado/Bert Dahl. All members present voted aye.

ITEM NO. 1 Nick & Christy Stepchinski request to rezone from "A" (Single Family Residential) to "E-4" (Commercial Warehouse) to construct a storage facility. Being Lots 21,22,23 and 24, Highland Allotment 1st S/d. Located on I-45 and Highland Street. Mr. Kneupper explained the intent of the rezoning request as presented to the City staff. He presented an aerial map and explained the existing zoning classifications around the proposed site. He further indicated the areas currently zoned General Business and the areas that were residential. Mr. Kneupper then reviewed his memo to the members indicating the Staff had reviewed this request and found no objections to the proposed development. He further stated the storage would be enclosed, reviewed the screening requirements and that access to I-45 would need to be coordinated with TXDoT. He indicated the applicants were present to answer any questions the members may have. Mrs. Stepchinski addressed the members and stated the trees in the back portion of the property would be left to help screen the property from the residential homes. Mr. Stepchinsky stated the zoning along FM 1765 on the north side is all commercial up to Noble and then it just stops at the freeway frontage road. He further explained the depth of the property and addressed the drainage issues that had occurred with the development of the subdivision behind the property. Mrs. Stepchinski indicated they did have a detailed site plan with them which she allowed the members to review. **A motion was then made by Dee Ann Haney/Bert Dahl to open the Public Hearing. All members present voted aye.** Mr. O'Brien then asked if there was anyone present to speak in favor of or in opposition to the rezoning request. There was no one and **a motion was made by Dee Ann Haney/Bert Dahl to close the Public Hearing. All members present voted aye.** There was brief discussion and Mr. Dahl asked if any letters of opposition had been received. Mr. Kneupper indicated that nine property owners were notified of the rezoning intent and no letters of opposition had been received. **A motion was then made by Bert Dahl/Dee Ann Haney to approve the request to rezone to "E-4" (Commercial Warehouse). All members present voted aye.**

ITEM NO. 2 Bob Case requests to rezone from "A" (Single Family Residential) to "S-P" (Site Plan) to construct a storage facility for RV park storage facility along with recreational uses. Being 9.27 acres out of Lot 2, 2A, Blk. 103, San Leon Farm Home Tract. Located at 9900 San Leon Drive. Mr. Kneupper explained the proposal as presented to the City staff. He explained the property to the south of this site had recently been given approval for an addition to the existing RV park at 10000 San Leon Drive and also an additional park east of that site was approved for an RV park. Mr. Kneupper reviewed the proposal and stated the development was to provide boat and RV storage along with climate controlled and non-climate controlled personal storage and other amenities for the RV parks. He continued by reviewing the Land Use Plan for this area and stated this use would comply with the Land Use Plan as it would provide services for the existing parks. Mr. Kneupper provided aerial photos that showed the area being developed and indicated the location of the existing RV parks and the area being proposed for rezoning. He indicated the roads in this development were private streets and stated the new development would be required to meet the flood elevation requirements for new construction. He also indicated that City water and sewer services were not available. Mr. Kneupper stated the City staff had no objections to the rezoning intent. He indicated Mr. Case was present and available to answer any questions the members may have. Mr. Dahl asked about access to the site and the need for water and sewer to the facilities. Mr. Kneupper said he did not see any need except for fire protection and they were working with the Fire Marshal on that issue. He also addressed the issue of maintenance on the road and stated the developers were responsible for the maintenance of the road. He then indicated that 13 property owners were notified of the rezoning intent and one letter of opposition was received (copy provided to members). Mr. Case stated they would only be using a portion of the 9 acres and the facility would be strictly for the use of the RV park tenants to help clean up the outside areas by providing storage and the remainder of the property would be amenities for the RV park residents. It would include lakes, walking trails and other amenities along with the storage facility. He stated the storage facility would help enhance the appearance of the RV park by cleaning up the clutter. **A motion was then made by Bert Dahl/Dee Ann Haney to open the Public Hearing. All members present voted aye.** Chairman O'Brien asked if there was anyone present to speak in favor. There was no one else to speak in favor and he then asked for those in opposition to speak. Speaking in opposition was Doris Buchan. She asked how this proposed development would affect her street. Would they eliminate the trees, would it affect the property values (devalue), she asked which direction the storage facility would face and asked how they would access the site. She asked about screening and where the property would exit from. Mr. Kneupper stated the access points would be off the private road. Ms. Janet McWhorter asked if the development would contribute to the flooding problems they already have. Mr. Kneupper said the drainage issues would be addressed when they submit the final site plan. She also stated concerns about the width of San Leon Drive and said that RV's and vehicles could not drive down the road at the same time as it was not wide enough. She wants the property to remain

residential and cited concerns about water, sewer, flooding concerns, along with the potential change in use if the RV park failed. Mr. Kneupper stated any future uses of the property should the RV park fail could not be accomplished without going through the rezoning process as the Site Plan classification only allowed the uses stated. He also stated there were some flood concerns (storm surge) that could not be mitigated and the city would be closely addressing the drainage concerns when the site plan is provided. Mr. Kneupper continued by stating the storage would all be enclosed and this would help "clean up" the area by providing needed storage space. Susan Hart then asked was the property AG exempt and in the event of a storm the RV's would be removed but would the items in the storage be left and blowing around the neighborhood. She asked if the buildings would be constructed to ensure the safety of the other homes in the area. Chairman O'Brien indicated the site plan was on the table and the property owners could review it and see if that would help answer questions. Mr. Falk, Building Official, stated the buildings would meet the 120 mph wind load requirements for new construction and would be 80% masonry. Mr. Kneupper stated there currently are a lot of trees that act as screening and indicated that he hoped Mr. Case would leave those there. Mr. Case stated he has no intention of removing the dense trees. The property owners stated they weren't concerned about the trees but wanted some type of screening around the area so they would not have to see the people walking around. Mr. Kneupper stated these items would be addressed during the review of the site plan. **A motion was then made by Rachel Delgado/Bert Dahl to close the Public Hearing. All members present voted aye.** Chairman O'Brien stated a lot of the discussion items would be addressed during the site plan approval process which is handled by a separate board. He stated the purpose of this commission was to see if it was a good fit and would improve the property. He continued that if this item is approved it will go before the City Commission for approval and a public hearing. Anyone who wishes to speak against it or cite concerns will be allowed to do so during that meeting also. Dee Ann Haney spoke up and stated she is an elected official and is appointed to this commission and will be sitting on the Commission when this item comes before it. After discussion, **a motion was made by Rachel Delgado/Bert Dahl to approve the rezoning request. All members present voted aye.**

ITEM NO. 3 Tom Moughon requests to rezone from "A" (Single Family Residential) to "PUD" (Planned Unit Development) to construct a RV park along with commercial uses. Being 67 acres out of the Waterman's S/d, W.K. Wilson Surv. Located in the 2800 - 3600 block of FM 2004. Mr. Kneupper explained the development proposal and explained the different uses proposed. He reviewed his memo provided to the members (copy attached). He also indicated the PUD document had been included in the members packets for their review. Mr. Kneupper stated this project had been reviewed by the Staff and Planning Board and the applicant had been working with the Staff on this project. He continued by indicating the various areas along with what type of uses would be in each area. He indicated the Planning Board had reviewed the request and approved the proposed development. Mr. Kneupper then showed photos taken of the area to provide an over view and explained where the

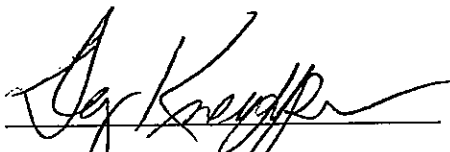
drainage channels were and existing cell tower. He indicated the properties on the other side of the street and the various type of uses currently located in the areas there. He also indicated streets that would tie into the Lago Mar development in the future that currently run through Rainsong Subdivision. He stated this was an agreement the developers had made with the City. Mr. Kneupper indicated that 14 property owners were notified of the rezoning intent and to date 5 letters of opposition have been received. Mr. Tom Moughon was present and provided an overview of the property and the proposed projects. Robert Hooper, business partner, also provided drawings of the various parcels and the uses for each. They stated they had researched the area to see what the needs for this area are and are trying to meet the needs they have discovered. Mr. Moughon explained the various areas such as the RV/boat storage and the industrial complex. He described the types of uses for each and explained the types of buildings proposed to be built in each section. Mr. Dahl asked how soon Mr. Moughon would start on the project and he replied they would begin immediately on the RV /boat storage unit and the industrial/campus buildings. Mr. Moughon also stated he is the developer of the Grand Cay Harbour project and this project will be the same caliber and he will stick to his agreement for the development. **A motion was then made by Dee Ann Haney/Rachel Delgado to open the Public Hearing. All members present voted aye.** Chairman O'Brien asked if there was anyone to speak in favor of the request. There was no one and he then asked if those in opposition to the request to speak. Speaking in opposition to the request was Clay Steele representing IBC Bank who owns the property in Rainsong S/d area. His opposition was that he felt the best fit for this area would be residential homes and rezoning this to commercial would be contrary to the orderly approach to growth listed in the City's development guidelines. He also stated he felt this might compromise the property values of the residential homes in the areas. Mr. Steele continued by stating all his opposition was listed in the letter he sent in and would not go through the entire list. He questioned the list of property owners that were listed as of 2013 and doubted the proper people were notified of the rezoning intent. He has additional unanswered questions. Elizabeth Shelton also spoke in opposition to the request. She presented an environmental review of the area and presented an aerial map of the area. She cited concerns about the drainage and corrected that one area indicated as a drainage ditch was actually Moses Bayou and this would require a special permit from TCEQ to drain into it, indicated wetlands and asked about mitigation concerns. Mrs. Shelton stated her main concern was the amount of concrete and potential run off load for the drainage ditches along with possible pollutants that could end up in Moses Lake via the bayou. Mr. Shelton also addressed the members and stated he has submitted written opposition to the request. The members indicated they had received a copy of his letter and Mr. Shelton continued by stating his concerns. He indicated the Mall of the Mainland site would be ideal for this type of development as it has direct access to I-45 and E.F. Lowry. He continued by stating some of the businesses that were located in the areas close to the subdivisions had relocated as people could not find them (Child support office, etc) therefore, he did not understand how they could say this was an ideal location. Mr. Shelton continued that prime locations for commercial development would be along the major thoroughfares and he was strongly opposed to the rezoning

request. Mrs. Shelton reiterated her opposition and stated the City had granted tax relief for Lago Mar to come in to build residential development around them and did not see how they could allow this commercial development which would be unsupported and not contribute to the tax base the way residential properties would. Mr. Brian Smith, Castlerock Builders, addressed the members and stated they were in opposition to the rezoning. He indicated they were currently building homes in the Rainsong S/d and felt he was representing the company and the homeowners in the subdivision. His main area of concern was the industrial distribution/warehouse/fab shops directly across the street from the subdivision. In fact, almost directly across the street from the park for the subdivision. This left no buffer area for the subdivision. He felt the development would be a detriment to the homeowners and could affect the future development of homes in the existing Rainsong S/d. Also addressing the members was Andrew Ward who stated the Mall of the Mainland had never been completely built out and was never completed. He asked how they could expect commercial development at this site to build out when the Mall of the Mainland never had. Clayton Leopold and his wife Lindsay also addressed the members and stated their opposition to the request. They addressed traffic concerns and the negative impact on the area. Mrs. Leopold also stated concerns about decrease in value to their homes. There was no one else to speak in opposition and **a motion was made by Dee Ann Haney/Rachel Delgado to close the Public Hearing. All members present voted aye.** Chairman O'Brien stated he understood the opposition as a homeowner himself and stated they did not have any more notice than those present. He stated he felt that were concerns that needed to be addressed before voting on this agenda item. He asked the members if they felt they had enough information to make a decision at this time. Rachel Delgado stated she had some questions. She asked about the notification list and asked if homeowners were notified of the rezoning request. Mr. Kneupper stated there were not as the first 120' of the 200' boundary represented FM 2004 and the 200' boundary then did not include residential lots as they were more than 200' away. He also stated the City used the most recent approved tax roll data available that was provided by the Central Appraisal District for the notification process which is August 2013. Mrs. Delgado also asked what the Land Use Map indicated for this area and asked if this wasn't the guide they were to use for proposed growth. Mr. Kneupper stated this was a valuable tool to use and indicated the area that was proposed is currently in a residential growth use area; however, that could be changed. He stated this was a general overview of the land use plan. Mr. Dahl asked about the wetlands and if they had considered this and was that really Moses Bayou or a drainage ditch. Mr. Kneupper stated the city does not get involved in the wetland mitigation issues as the developer and other agencies have to look at that. He stated this would apply to both residential and commercial developments. He continued by stating at one time the ditch might have been Moses Bayou but it was mowed, altered and maintained by Drainage District Number 2 now and is considered a drainage ditch. Mr. Dahl stated the Mall of the Mainland had no impact on this proposed development. Mr. Kneupper updated the members on the recent purchase of the Macy's building and proposed new developments. Chairman O'Brien then asked if the members had sufficient information to make a recommendation. **A motion was then made by Rachel Delgado/Dee Ann**

Haney to deny the rezoning request, as presented, to PUD. Rachel Delgado and Dee Ann Haney voted against and Mr. Dahl stated he didn't want to deny the request but asked if they could do additional studies. Chairman O'Brien stated they could table the item. Bert Dahl expressed concerns about the traffic on FM 2004 and the lack of space for cars on the existing roadway. Discussion began again about the traffic and the fact that TXDoT has no plans to widen this road and there are drainage issues already caused by the developments. There was more discussion and Mr. Moughon stated he would like the opportunity to address some of the opposition and Chairman O'Brien indicated that he could proceed. Mr. Moughon addressed the drainage concerns and stated the impact on the drainage would be minimal. He continued by stating they had done an environmental review and there are no wetlands in the area. The only area that remains wet is due to lack of drainage and would be addressed with the development. He also stated the traffic would not be a problem or negatively impact the subdivision. The proposed uses would not create a high traffic demand. After further discussion was concluded, a vote was taken on the motion to deny the rezoning request with Rachel Delgado and Dee Ann Haney voting to deny and Mr. Dahl voting against. Chairman O'Brien also voted in favor of the motion to deny and the motion carried to deny the rezoning request.

There was no further business to discuss and a motion was made by Bert Dahl/Rachel Delgado to adjourn. All members present voted aye.

Perry O'Brien, Chairman



Doug Kneupper, Secretary

Memo

To: Zoning Commission
From: Doug Kneupper, City Engineer
CC:
Date: July 8, 2014
Re: Central Park, Planned Unit Development

Background: 412 Central Park, Ltd., (developer) owns approximately 67 acres of undeveloped land along the east side of FM 2004 and north of Mall of the Mainland. The property is currently zoned Single-Family Residential. The developer intends to develop the property into a variety of uses ranging from RV park, boat and RV storage, to light industrial, manufacturing, warehousing and distribution centers. The developer and city staff have determined the best way to accomplish this is to utilize Planned Unit Development zoning.

Staff Analysis / Recommendation: the developer and city staff have worked to prepare a PUD document that will be the guidance and restrictions for the overall development of this property. The overall property is divided into three main planning areas:

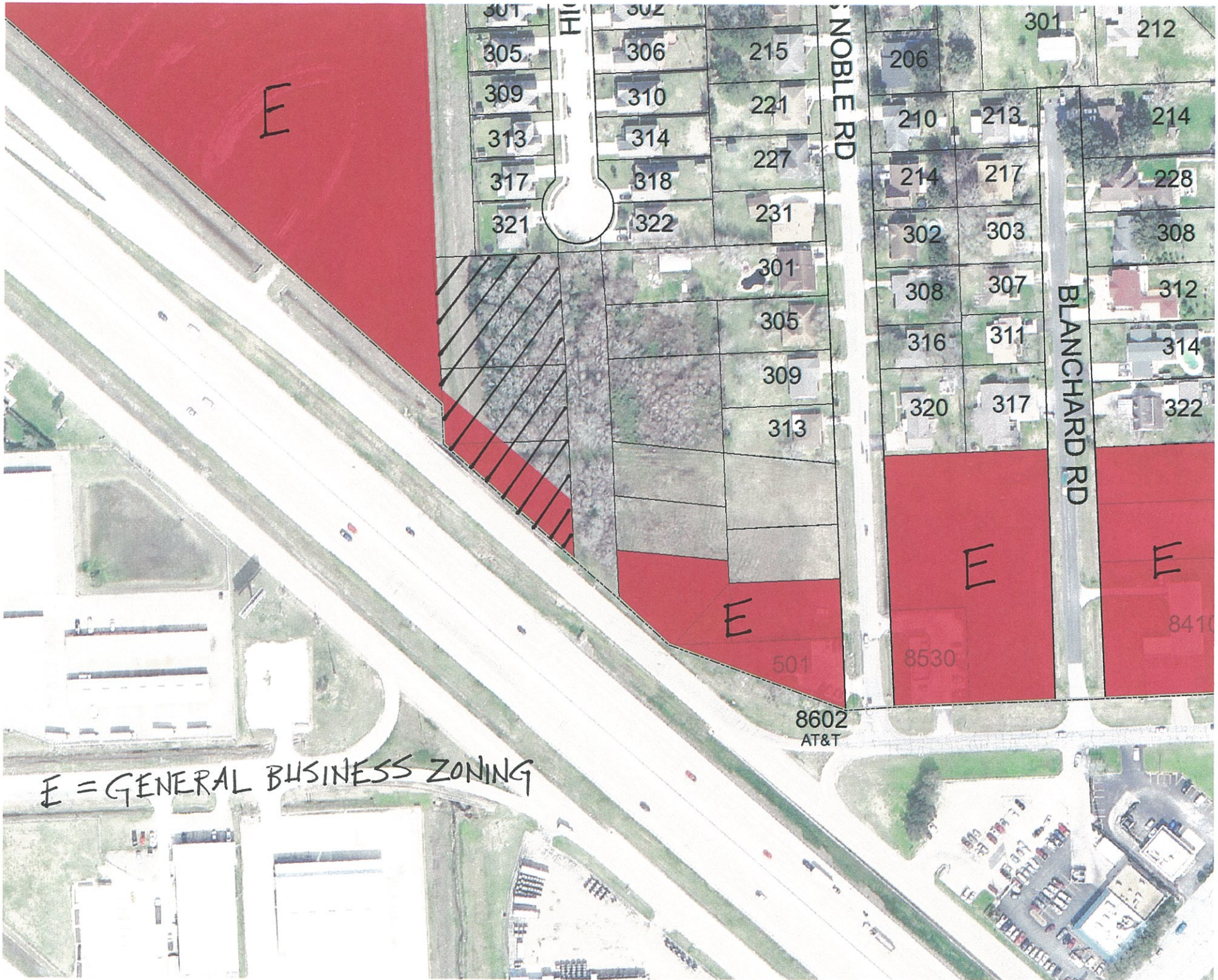
- **Area C** is intended to provide for uses ranging from the typical office/professional, retail and other commercial uses to light industrial and warehousing. Generally these uses occur inside buildings.
- **Area I** is intended to provide for uses that are more of an industrial nature along with warehousing and distribution facilities. Some uses can occur outside with screening and landscape buffers.
- **Area R** is intended to be the most restrictive of the planning areas although some light industrial and warehousing operations are permitted. This is the area designated for the RV park. Normally RV parks are required to have Site Plan zoning, however PUD zoning will accommodate an RV park as long as proper site controls are in place to create compatibility with the surrounding land uses. There is a subsection of the PUD document that describes all the controls and restrictions for an RV park.

The developer understands the City's sensitivity to the Gateway Overlay provisions in the zoning ordinance and has incorporated those elements into this PUD. Landscaping will be denser and more prevalent along the FM 2004 corridor and then diminish as projects develop away from FM 2004. Building facades that are visible from public roadways will be masonry or other approved material. Signage will follow the City's ordinance provisions.

City water and sewer services are readily available by extending lines across FM 2004. Drainage and stormwater management will be coordinated through Galveston County Drainage District No. 2. There is a primary outfall channel that is adjacent to the developer's parcels. Vehicle and truck access is a key component to this development. Having significant frontage along FM 2004, and the proximity to the Gulf Freeway and EF Lowry Expressway make this a viable location for the intended uses.

PUD zoning requires recommendations from the Planning Board and Zoning Commission before the City Commission can review and make a final determination. The Planning Board heard this case at their May 5, 2014 meeting and cited no objections or issues with the proposal. Once the PUD zoning is established, the developer will submit individual Detailed Site Plans to the Planning Board as the overall project moves forward.

The overall PUD document has been reviewed by city staff, with follow-up reviews by the Fire Marshal and Engineering Dept. to ensure that proper fire codes and life safety provisions would be followed. Staff recommends approval of the PUD Zoning along with the Planned Unit Development document to provide the project guidance.



E = GENERAL BUSINESS ZONING

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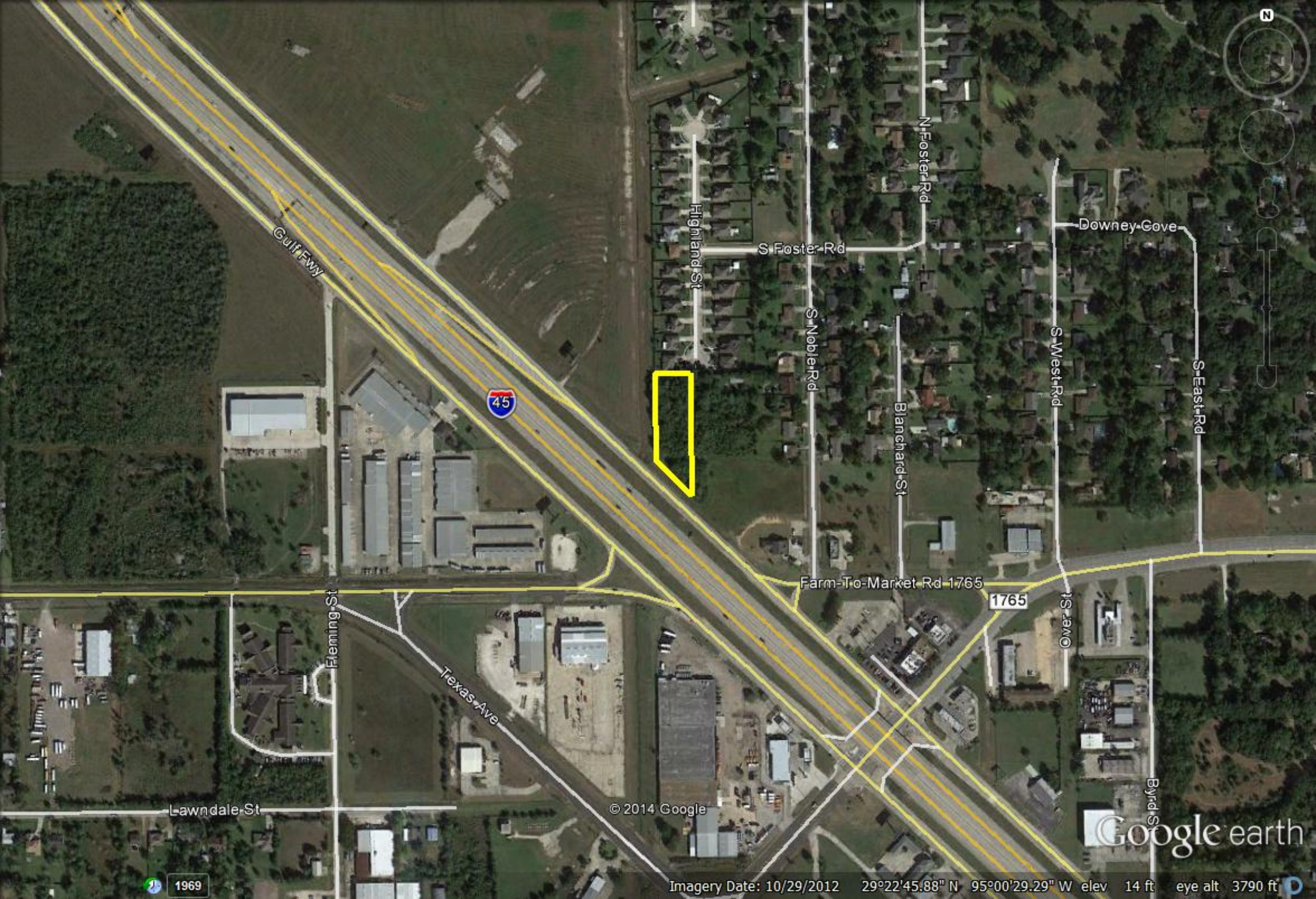
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Gulf Fwy



Highland St

S Foster Rd

N Foster Rd

Downey Cove

S Noble Rd

Blanchard St

S West Rd

S East Rd

Farm-To-Market Rd 1765

1765

Over St

Byrd St

Fleming St

Texas Ave

Lawndale St

© 2014 Google

Google earth

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Imagery Date: 10/29/2012 29°22'45.88" N 95°00'29.29" W elev 14 ft eye alt 3790 ft

CITY COMMISSION REGULAR MTG

7. (a.

Meeting Date: 08/20/2014

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

8-6-14 Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, AUGUST 6, 2014 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, August 6, 2014, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:03 p.m. by Mayor Matthew T. Doyle.

1. ROLL CALL

Present: Matthew T. Doyle, Mayor
Mike Land, Mayor Pro Tem
Dee Ann Haney, Commissioner At Large
Thelma Bowie, Commissioner District 1
Phil Roberts, Commissioner District 2
Jami Clark, Commissioner District 4

Absent: Dedrick D. Johnson, Sr., Commissioner District 3

2. INVOCATION was lead by Pastor Walter Abernathy and his wife of the Cathedral Faith Church of Texas City. Mayor Doyle congratulated Pastor Abernathy for receiving his Doctor of Philosophy.

3. PLEDGE OF ALLEGIANCE was lead by Commissioner Land.

4. REPORTS

a. Community Development report on 2014 activities. (Community Development)

Officer Clay Pope gave a presentation on the Community Development activities for the second quarter of the year. He noted that during that time period they received 1,093 calls for service and issued 195 notices of violations. The goal for the next quarter is to educate the public on the need for fences around "pop up" pools.

b. Financial Report and Investment Report through June 30, 2014. (Finance)

Laura Boyd, Finance Director, advised the Commission that the City's portfolio composition was 67.35% Certificates of Deposit and 32.65% Bank Deposits. She also noted the average maturity of the portfolio was 56 days. She stated that the year end projection for revenues was \$45,271,941.00. She stated that overall, the City was in good financial shape.

5. CONSENT AGENDA

a. Approve City Commission Minutes for July 16, 2014, City Commission meeting. (City Secretary)

- b. Consider and take action on Resolution No. 14-072, approving the purchase of two (2) Chevrolet Caprices. (Police Department)

The Commission approved the purchase of two Chevrolet Caprices from Caldwell Country Chevrolet through Buy Board for a total price of \$81,856.00.

- c. Consider and take action on Resolution No. 14-073, approving and awarding a contract for Revised Loop 197 North Pavement Striping Project. (Purchasing)

The Commission approved the contract with Batterson LLP, of Houston, Texas, for the bid amount of \$93,820.00.

- d. Consider and take action on Resolution 14-074, approving an agreement with Fund Connell (USA) Energy Chemical Investment Corporation and the City of Texas City, Texas, for the property known as Shoal Point. (City Secretary)

Mayor Doyle pulled this item to provide more information. He told the Commissioners that this was a great opportunity for the City. He said this is a short-term lease to allow the potential tenant to perform some due diligence on locating to Shoal Point. The lease is for two years and an upfront payment of \$200,000.00 was paid to the City. If all goes well, they would locate a \$4.5 billion methanol plant on Shoal Point.

Commissioner Haney asked if there would be any additional deepening of the channel as a result of the agreement. She was advised that there would not be any further deepening of the channel.

Motion by Mayor Pro Tem Mike Land, Seconded by Commissioner District 1 Thelma Bowie to approve Consent Agenda item 5d.

Vote: 6 - 0 CARRIED

- e. Consider and take action on Resolution No. 14-075, supporting the new construction and rehabilitation of affordable rental units with preference given to LMI, VA and senior citizens to further fair housing and increase housing choice in our community. (Management Services)

Mayor Doyle pulled this item to provide more information. He stated this was a great opportunity to move from public housing to project based vouchers. DSW homes would demolish our public housing units and build single housing units which would be managed by a private sector management company. The units would be designed to blend into the neighborhood as opposed to the current standing units. The units would be offered to low to moderate income people, veterans and seniors and no one would be displaced. The cost would be covered through a Texas General Land Office grant.

Motion by Commissioner District 2 Phil Roberts, Seconded by Commissioner District 4 Jami Clark to approve Consent Agenda item 5e.

Vote: 6 - 0 CARRIED

- f. Consider and take action on Resolution No. 14-076, approving Property In Trust (PIT) properties, as described below, in the Official Deed Records of Galveston County, Texas, to go to second sheriff's auction. (Management Services)

- a. 322 South Bell Drive, Account Number: 0197-0038-0000-000, a tract or parcel of land known as 'Tax Tract 38' out of Abstract 197, T Toby Survey, Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 613, Page 159, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$7,093.06

b. Account Number: 1105-0000-0050-001, part of Lot Fifty (50-I), Amburn Boat Basin Subdivision, Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 2737, Page 784, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$3,840.00

c. Account Number: 1225-0000-0067-000, Lot Sixty-Seven (67), T D Armstrong Extension, Galveston County, Texas, said property described more particularly in the instrument recorded at Film Code #004-24-0870, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$3,052.80

d. 316 South Algeria, Account Number: 1275-0000-0056-000, Lot Fifty-Six (56), B A & P Subdivision, Galveston County, Texas, said property described more particularly in the instrument recorded in Volume 1683, Page 185, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$9,927.12

e. 307 Hemphill, Account Number: 1275-0000-0075-000, Lot Seventy-Five (75), B A & P Subdivision, Galveston County, Texas, said property described more particularly in the instrument recorded in Volume 1323, Page 436, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$8,080.00

f. Account Number: 2045-0000-0012-000, Lots Twelve (12) and Thirteen (13), Broussard Subdivision, Galveston County, Texas, said property described more particularly in the instrument recorded at Book 1657, Page 410, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$4,371.00

g. Account Numbers: 2095-0001-1006-000; 2095-0001-1007-000; 2095-0001-1008-000; 2095-0001-1009-000; 2095-0001-1010-000; 2095-0001-1011-000; 2095-0001-1012-000, Lot Six (6) thru Twelve (12), Block 1-A, Bryans 2nd Addition, Galveston County, Texas, said property described more particularly in the instrument recorded at Film Code #009-83-1774, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$4,678.40

h. 1112 4th Avenue North, Account Number: 2435-0007-0011-000, Lot Eleven (11), Block Seven (7), Chelsea Manor, A Subdivision in Texas City, Galveston County, Texas, said property described more particularly in the instrument recorded at Clerk's File Number #9135117, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$3,981.00

i. Account Number: 3500-0000-0017-000, Lots Seventeen (17) thru Twenty-One (21) & Reserve 'A', Gallion Subdivision, Galveston County, Texas, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$3,861.76

j. 2929 2nd Avenue North, Account Number: 4240-0000-0167-001, part of Lot One Hundred Sixty-Seven (167-1), Jemison Addition, Galveston County, Texas, said property described more particularly in the instrument recorded at Clerk's File Number #2007036039, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$5,792.00

k. 2301 5th Avenue North, Account Numbers: 4405-0000-0017-000 & 4405-0000-0017-002, North 115 feet of Lots Seventeen (17) & Eighteen (18), Koch Subdivision, Galveston County, Texas, said property described more particularly in the instrument recorded at Film Code #007-32-0961, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$6,600.00

l. 2414 6th Avenue North, Account Number: 4406-0000-0005-000, Lot Five (5), Koch Addition Number #2, Galveston County, Texas, said property described more particularly in the instrument recorded at Clerk's File Number #9032073, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$5,627.94

m. 19 North Pine Road, Account Number: 4416-0001-0011-002, North One-Half (N 1/2) of Lot Eleven (11-2), Block 'A' Kohfeldt's Subdivision, Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 3061, Page 657, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$7,600.00

n. Account Number: 4416-0002-0023-003, all of that certain tract or parcel out of Lots Twenty-Two (22) & Twenty-Three (23), Subdivision 'B', s Subdivision of the H.C. League Survey, Galveston County, Texas, said property described more particularly in the instrument recorded at Book 747, Page 442, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$5,317.00

o. 317 South Pecan Drive, Account Number: 4416-0002-0041-002, part of Lot Forty-One (41), Block 'B', s Subdivision, Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 2721, Page 813, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$9,798.71

p. 2118 2nd Avenue North, Account Number: 4420-0028-0001-000, Lots One (1) & Two (2), Block Twenty-Eight (28), Kohfeldt Height's Addition, Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 1281, Page 60, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$6,584.00

q. Account Number: 4427-0150-0001-000, Lots One & Two (1-1), Block One Hundred Fifty (150), Kohfeldt's 2nd Addition, Galveston County, Texas, said property described more particularly in the instrument recorded at Book 269, Page 493, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$3,251.00

r. 524 Oat Street North, Account Number: 4428-0023-0400-006, part of Block Four (4),

Subdivision 'W' & part of Block Three (3) Subdivision 'X' (400-6), Kohfeldt's Resubdivision, Galveston County, Texas, said property described more particularly as One (1) acre of land out of the W.J. Jones Survey as described in the instrument recorded at Volume 561, Page 175, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$21,756.36

s. Account Number: 5370-0009-0001-000, Lot One (1), Block Nine (9), Northside Addition, Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 463, Page 173, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$4,400.00

t. 6510 Anderson, Account Number: 5650-0000-0080-000, Lot Eighty (80), Mary A. Patrick Subdivision, Galveston County, Texas, said property described more particularly in the instrument recorded at Film Code #018-77-2040, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$7,667.84

u. 6314 Anderson, Account Number: 5650-0000-0089-001, Lots Eighty-Nine (89) & Ninety (89-10), Mary A. Patrick Subdivision, Galveston County, Texas, said property described more particularly in the instrument recorded at Clerk's File Number #2004075892, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$4,970.00

v. 6505 Anderson, Account Number: 5650-0000-0094-000, Lot Ninety-Four (94), Mary A. Patrick Subdivision, Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 903, Page 279, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$4,250.96

w. Account Number: 6185-0003-0009-000, Lots Nine (9) thru Eleven (11), Block Three (3), Rose Addition, Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 265, Page 681, & Volume 243, Page 261, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$3,840.00

x. Account Number: 6185-0003-0013-000, Lots Thirteen (13) thru Sixteen (16), Block Three (3), Rose Addition, Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 243, Page 123, & Volume 248, Page 241, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$6,400.00

y. 2509 13th Avenue North, Account Number: 6680-0000-0007-000, Lot Seven (7) Speed Addition, Galveston County, Texas, said property described more particularly in the instrument recorded at Clerk's File Numbers: #81226983; #8126984; #8126985; #8126986, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$8,307.00

z. 7414 Carver Avenue, Account Number: 6626-0007-0007-000, Lot Seven (7) & East 2.5 feet of Lot Six (6), Block Seven (7), South Acre Manor Section 2, Galveston County,

Texas, said property described more particularly in the instrument recorded at Book 1765, Page 299, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$30,576.00

aa. 405 Crockett, Account Number: 6991-0000-0003-000, south part of Lot Three (3), Taylor Unrecorded Subdivision, Galveston County, Texas, said property described more particularly in the instrument recorded at Clerk's File Number #9136527, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$6,808.00

bb. 214 3rd Avenue North, Account Number: 7030-0025-0004-000, Lots Four (4) & Five (5), Block Twenty-Five (25), Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 1537, Page 607, 608, & 610, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$8,320.00

cc. 206 3rd Street North, Account Number: 7030-0027-0001-001, Tract 1: North 83.3 feet of Lots One (1) thru Three (3), Block Twenty-Seven (27), Galveston County, Texas, said property described more particularly in the instrument recorded at Book 2127, Page 792, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

202 3rd Street North, Account Number: 7030-0027-0001-002, Tract 2: South 41.6 feet of Lots One (1) thru Three (3), Block Twenty-Seven (27), Galveston County, Texas, said property described more particularly in the instrument recorded at Book 2127, Page 792, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$14,568.00

dd. 623 1st Avenue North, Account Number: 7030-0166-0004-000, Lots Four (4) & Five (5), Block One Hundred Sixty-Six (166), Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 1839, Page 355, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$10,795.00

ee. 118 8th Street North, Account Number: 7030-0187-0001-001, Lots One & Two (1-1), Block One Hundred Eighty-Seven (187), Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 134, Page 12, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

116 8th Street North, Account Number: 7030-0187-0001-002, Lots One & Two (1-1), Block One Hundred Eighty-Seven (187), Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 134, Page 12, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$4,135.00

ff. Account Number: 7030-0205-0015-000, Lots Fifteen (15) & Sixteen (16), Block Two Hundred Five (205), Galveston County, Texas, said property described more particularly in the instrument recorded at Book 863, Page 28, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$3,240.00

gg. 707 10th Avenue North, Account Number: 7030-0273-0013-000, Lots Thirteen (13) & Fourteen (14), Block Two Hundred Seventy-Three (273), Galveston County, Texas, said

property described more particularly in the instrument recorded at Film Code Number #006-70-2308, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$4,000.00

hh. 710 15th Avenue North, Account Number: 7030-0374-0006-000, Lot Six (6) & East ½ of Lot Five (5), Block Three Hundred Seventy-Four (374), Galveston County, Texas, said property described more particularly in the instrument recorded at Book 977, Page 4, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$18,547.71

ii. Account Numbers: 7050-0007-0021-000; 7050-0004-0001-000; 7050-0010-0001-000; 7050-0012-0023-000; 7050-0011-0034-000, Tract 1: Lot Twenty-One (21), Block Seven (7); Lot One (1), Block Four (4); Lot One (1), Block Ten (10); Lot Twenty-Three (23); Block Twelve (12); Lot Thirty-Four (34), Block Eleven (11), Texas City Heights, Galveston County, Texas, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$9,216.00

jj. Account Number: 7412-0027-0000-002, part of Block Twenty-Seven (27-0-2), Wayside Place Section Three (3), Galveston County, Texas, said property described more particularly in the instrument recorded at Clerk's File Number #8234293, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$4,448.00

kk. 1505 14th Avenue North, Account Number: 7560-0006-0014-000, Lot Fourteen (14), Block Six (6), Westview Subdivision, Galveston County, Texas, said property described more particularly in the instrument recorded at Volume 254-A, Page 68, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$11,440.50

ll. Account Number: 7660-0001-0002-001, South One-Half (S ½) of Lot Two (2-1), Block One (1), Williamson Subdivision, Galveston County, Texas, said property described more particularly in the instrument recorded at Clerk's File Number #8131058, in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

Minimum bid at sheriff sale will be \$4,856.00

Mayor Doyle pulled this item to provide more information. He advised the Commission that these properties had been to the Sheriff's sale already and were going to a second one. The law requires the property to be listed separately. The second Sheriff's sale is a cheaper alternative to a sealed bid process that we used to go through after the initial Sheriff's sale. The Commissioners needed to approve the second Sheriff's Sale.

Motion by Mayor Pro Tem Mike Land, Seconded by Commissioner At Large Dee Ann Haney to approve Consent Agenda items 5f

Vote: 6 - 0 CARRIED

6. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 14-18, amending Title IX. General Regulations, Chapter 96, Fire Prevention and Protection; Fireworks, of the Code of Ordinances for the City of Texas City, Texas. (Fire Department)

David Zacherl, Fire Chief, explained the change to the Code of Ordinances were minor but the main change was to add exceptions to the fire sprinkler requirements. These changes would apply to businesses that contain non-flammable materials like steel.

Motion by Commissioner At Large Dee Ann Haney, Seconded by Commissioner District 4 Jami Clark to approve Ordinance 14-18.

Vote: 6 - 0 CARRIED

- b. Consider and take action on Ordinance No. 14-19, amending the City of Texas City's fiscal year 2013-14 Budget to account for donations from Texas City Rotary Club. (Finance)

Kirk Broiles, of the Rotary Club, stated they were donating \$10,000.00 to refurbish the Rotary Trail with an additional \$5,000.00 slated for Phase II. Marathon Petroleum is donating an additional \$25,000.00 for Phase 1. Mayor Doyle thanked both organizations and noted they never ask anything in return for their generous donations. Mr. Broiles mentioned the intent of the Rotary is to raise the entire \$155,000.00 needed for Phase II through cash in-kind.

Motion by Commissioner District 1 Thelma Bowie, Seconded by Commissioner At Large Dee Ann Haney to approve Consent Agenda item 6b.

Vote: 6 - 0 CARRIED

- c. Consider and take action on Ordinance No. 14-20, amending the City of Texas City's fiscal year 2013-14 Budget to account for completion of Public Works Service Center Project. (Finance)

Laura Boyd, Finance Director, stated that this budget amendment was needed to appropriate funds for the completion of the Public Works service station #4. The project was already approved by Commission. The funding will come from the General Fund Assigned Fund Balance and Construction Fund-Service Center Undesignated Fund Balance.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 2 Phil Roberts to approve Regular Agenda item 6c.

Vote: 6 - 0 CARRIED

7. STAFF COMMENTS

Dennis Harris, Co-Director of Recreation and Tourism, said that work on the Rotary Trail will begin on Monday.

Nicholas Finan, Management Services, said the Golf Course has only 3 holes left to be sprigged and will be ready for the Chamber of Commerce Golf Tournament. He also added that Small Business Week activities continue with tonight being restaurant night and that several City officials, including Mayor Pro Tem Mike Land and Commissioner Phil Roberts will be dancers in tomorrow night's Dancing With The Stars event.

8. MAYOR'S COMMENTS

Mayor Doyle reminded everyone that the Chamber of Commerce Shrimp Boil will be on August 23, 2014. He also reminded the audience that school will begin on August 25 and we all need to watch for children and school zones.

9. COMMISSIONERS' COMMENTS

Commissioner Bowie said the ribbon cutting for Rainbow Park was fantastic. Dennis Harris, Co-Director of Recreation and Tourism, told her that Rainbow Park would be featured in the national catalog for the company that designed it.

Commissioner Clark thanked the Rotary for their generous donation.

ADJOURNMENT

Having no further business, Commissioner De Ann Haney made a MOTION to ADJOURN at 5:54p.m.; the motion was SECONDED by Commissioner Mike Land. All present voted AYE. MOTION CARRIED.

MATTHEW T. DOYLE, MAYOR

ATTEST:

Nicholas J. Finan, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

7. (c.

Meeting Date: 08/20/2014

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

7. (d.

Meeting Date: 08/20/2014

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

7. (e.

Meeting Date: 08/20/2014

BID # 2014-302 23rd Street Paving, Drainage, Water & Sewer Improvements Project

Submitted For: Rita Williams, Purchasing

Submitted By: Rita Williams, Purchasing

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award the contract for Bid # 2014-302 23rd Street Paving, Drainage, Water & Sewer Improvements Project.

BACKGROUND

Bid packets were mailed/picked up by area vendors on July 9, 2014. A letter of recommendation and bid tabulation are attached for your review.

Bids were opened on Thursday, July 31, 2014 at 2:00 p.m.

ANALYSIS

The low responsible bid meeting all specifications was received from SER Construction Partners, LLC, in Pasadena, for the total amount of \$3,958,443.60.

It is the recommendation of ARKK Engineers, LLC to award the 23rd Street Improvements Project to SER Construction Partners, LLC for a total amount of \$3,958,443.60 and that the Mayor is authorized to execute a contract on behalf of the Commission.

I further request that the Mayor be authorized to approve any change orders not to exceed 25% without bringing the matter before the Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Res 14-077

Letter of Recommendation

RESOLUTION NO. 14-077

A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR 23rd STREET DRAINAGE, WATER AND SEWER IMPROVEMENTS PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, bids were mailed/picked up by area vendors on July 9, 2014, for Bid No. 2014-302, 23rd Street Drainage, Water and Sewer Improvements Project; and

WHEREAS, bids were opened on July 31, 2014, and the lowest bid meeting specifications was SER Construction Partners, LLC., Pasadena, Texas, as set out on the bid tabulation attached hereto as Exhibit "A" and made a part hereof for all intents and purposes.

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

SECTION 1: That the City Commission hereby accepts the contract by SER Construction Partners, LLC., for the 23rd Street Drainage, Water and Sewer Improvements Project.

SECTION 2: That the Mayor is hereby authorized to execute the contract with SER Construction Partners, LLC., in the form attached hereto as Exhibit "A" and made a part hereof for all intents and purposes.

SECTION 3: That the Mayor is hereby authorized to approve change orders, not to exceed twenty-five percent (25%) of the total contract amount, without bringing the matter before the City Commission.

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

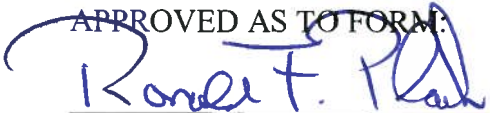
PASSED AND ADOPTED this 20th day of August, 2014.

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

ATTEST:

Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:



Ronald F. Plackemeier
City Attorney



August 7, 2014

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

Re: **Letter of Recommendation for 23rd Street Paving, Drainage, Water, & Sewer Improvements Project**
City of Texas City
ARKK Job No. 13-032

Dear Mr. Kessler:

On July 31, 2014, three (3) bids were received for the above referenced project. This project involves the reconstruction of approximately 5,100 L.F. of 23rd Street. There were two (2) add alternate bids associated with this project. The following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Three (3) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The project was bid with a base bid and two (2) add alternates.
 - Reconstruction of approximately 5,100 linear feet of an existing 2 lane asphalt roadway with a proposed 2-lane concrete curb and gutter roadway.
 - Add Alternate No.1 consists of the contractor providing 1,830 linear feet of 5' X 3' box culvert for replacing the pipe between 23rd and 25th Streets.
 - Add Alternate No. 2 consists of the contractor providing and installing 1,830 linear feet of 5' X 3' box culvert for replacing the pipe between 23rd and 25th Streets.
2. Qualifications and References – SER Construction Partners, LLC provided a List of Qualifications, Subcontractors and Major Suppliers for this project.
3. As discussed with the City of Texas City, the Base Bid and Add Alternates #2 were utilized as a basis for award of the contract. The bids received for the project (including add alternate 2) are as follows:

<u>Bidder</u>	<u>Total Bid</u>
SER Construction Partners, LLC	\$3,958,443.60
Meto City Construction, L.P.	\$3,972,427.90
Triple B Services, LLP	\$6,853,998.60

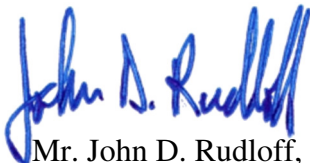
SER Construction Partners, LLC has successfully completed multiple projects for the City and the work has been performed in a satisfactory manner. City staff and ARKK Engineers have been satisfied with the quality and performance of SER on these projects.

SER Construction Partners, LLC appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the 23rd Street Paving, Drainage, Water, & Sewer Improvements Project to SER Construction Partners, LLC for a total amount of **\$3,958,443.60**.

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. John D. Rudloff, P.E.
Senior Project Manager

Cc: Mr. Tommy Maris – City of Texas City

CITY COMMISSION REGULAR MTG

7. (f.)

Meeting Date: 08/20/2014

BID # 2014-071 Vegetation Management Chemicals Annual Contract

Submitted For: Rita Williams, Purchasing

Submitted By: Rita Williams, Purchasing

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

approve and award Bid # 2014-071 Vegetation Management Chemicals Annual Contract.

BACKGROUND

On July 24, 2014 bid packets were mailed to area vendors. A bid tabulation is attached for your review.

Bids were opened on Friday, August 8, 2014 at 2:00 p.m.

ANALYSIS

The low responsible bid meeting all specifications was received from Crop Production Services, Inc., in Houston, for the unit prices bid.

It is my recommendation to award Bid # 2014-071 Vegetation Management Chemicals Annual Contract to Crop Production Services, Inc., for the unit prices bid and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Res 14-078

Exhibit A

RESOLUTION NO. 14-078

A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR VEGETATION MANAGEMENT CHEMICALS ANNUAL CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, bids were mailed/picked up by area vendors on July 24, 2014, for Bid No. 2014-071, Vegetation Management Chemicals Annual Contract; and

WHEREAS, bids were opened on August 8, 2014, and the lowest bid meeting specifications was Crop Production Services, Houston, Texas, as set out on the bid tabulation attached hereto as Exhibit "A" and made a part hereof for all intents and purposes.

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

SECTION 1: That the City Commission hereby accepts the contract by Crop Production Services, for the Vegetation Management Chemicals Annual Contract.

SECTION 2: That the Mayor is hereby authorized to execute the contract with Crop Production Services, in the form attached hereto as Exhibit "A" 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 20th day of August, 2014.

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

ATTEST:

APPROVED AS TO FORM:

Nicholas J. Finan
City Secretary

Ronald F. Plackemeier
City Attorney

BID TABULATION

Bid # 2014-071

VEGETATION MANAGEMENT CHEMICALS ANNUAL CONTRACT

Bid Opening: Friday, August 8, 2014 at 2:00 p.m.

TEM #	Crop Production Services, Inc. Houston, Texas	Alligare LLC Opelika, AL	John Deere Cleveland, Ohio	Red River Specialties, Inc. Houston, Texas	Previous Contract Pricing
1. 41 % Glyphosate per 2.5 gal	\$35.25	\$37.18*	\$45.08	\$37.50	\$32.62
2. 41 % Glyphosate per 30 gal drum	\$419.70	\$475.80*	\$438.50	\$427.50	\$364.50
3. Aquatic Glyphosate per 2.5 gal	\$46.48	\$47.43*	\$64.49	\$46.87	\$38.62
4. Aquatic Glyphosate per 30 gal drum	\$545.70	\$612.90*	\$682.39	\$555.00	\$439.50
5. Veterans 720 per 2.5 gal	\$90.00	No Bid	No Bid	\$84.65	\$135.37
6. Veterans 720 per 30 gal drum	\$1,036.50	No Bid	No Bid	\$1,005.00	\$803.25 (15 gal drum)
7. Arsenal per 2.5 gal	\$129.88	\$130.35*	No Bid	\$137.50	\$97.37
8. Arsenal per 30 gal drum	\$1,541.40 (30 gal drum)	No Bid	No Bid	\$1,650.00	\$1,141.50
9. Garlon 3-A per 2.5 gal	\$146.88	\$92.95*	\$232.83	\$155.00	\$135.37
10. Garlon 3-A per 30 gal drum	\$1,735.50	\$1,154.10*	No Bid	\$1,852.50	\$803.25 (15 gal drum)

*Alligare brand products

BID TABULATION

Bid # 2014-071

VEGETATION MANAGEMENT CHEMICALS ANNUAL CONTRACT

Bid Opening: Friday, August 8, 2014 at 2:00 p.m.

ITEM #	Crop Production Services, Inc. Houston, Texas	Alligare LLC Opelika, AL	John Deere Cleveland, Ohio	Red River Specialties, Inc. Houston, Texas	Previous Contract Pricing
11. Plateau per gal	\$114.23	\$123.53*	No Bid	\$130.00	\$119.90
12. Oust per 3 lb container	\$130.29	\$91.53*	\$287.32	\$180.00	\$112.50
13. Surfactant per 2.5 gal	\$23.73	\$19.70*	\$47.89 (2.5 gal)	\$22.50	\$21.00
14. Surfactant per 30 gal drum	No Bid	\$281.40*	\$987.68 (55 gal)	\$240.00	\$243.00 (\$8.10 gal)
15. Aquatic Surfactant per 2.5 gal	\$25.00	\$19.70*	No Bid	\$25.00	\$21.00
16. Nu Film – IR per 2.5 gal	\$90.90	No Bid	No Bid	\$95.00	
17. Drift Control per quart	\$8.95	\$8.16*	No Bid	\$9.50	\$8.40
18. Drift Control per gal	No Bid	No Bid	No Bid	\$28.00	
19. Tank Cleaner per gal	\$3.75	No Bid	\$5.07 (2 lbs)	\$13.50	
20. Marking Dye per gal	\$21.75	\$28.45*	No Bid	\$40.00	\$30.00
21. Marking Dye per 2.5 gal	\$45.45	\$66.90*	\$45.47	\$39.00	\$71.62
22. Reward per gal	\$92.95	\$49.45*	\$66.14	\$95.00	\$58.00

*Alligare brand products

CITY COMMISSION REGULAR MTG

Res 13-072

Meeting Date: 08/20/2014

Request Approval of FY 2013 Proposed CDBG Budget

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

A resolution approving the Community Development Block Grant Budget for program year 2014.

BACKGROUND

Approve Budget for Program Year 2014 Community Development Block Grant

On March 18, 2014 the U.S. Department of Housing and Urban Development allocated \$372,450 to Texas City which provides funding for housing, community and economic development activities, and assistance for low-and moderate-income persons. The allocation of \$372,450 is an increase of \$20,546 from the previous year allocation.

The Community Development Staff held two public meetings regarding program activities and funding: June 5, 2014 and June 26, 2014, both meetings, and all notices posted were in English and Spanish. Two comments were received: 1. Texas City needs a dog park; we are the only City in the County without one. 2. More Code Enforcement Officers are needed.

Attachment: Budget

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Res 14-079

RESOLUTION NO. 14-079

A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET FOR THE PROGRAM YEAR 2014; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City Community Development Department administers the Community Development Block Grant funds;

WHEREAS, on March 18, 2014, the U. S. Department of Housing and Urban Development (HUD) allocated \$372,450.00 in Block Grant funds to the City for the upcoming program year, to be used for eligible project activities that primarily benefit low to moderate income residents;

WHEREAS, the required public hearings were held on June 5, 2014 and June 26, 2014, with no opposition to the proposed activities and budget; and

WHEREAS, the Community Development Department submits the proposed 2014 program year budget for approval by the City Commission.

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

SECTION 1: That the Community Development Block Grant Budget for the year 2014, is hereby approved.

SECTION 2: That a copy of said Community Development Block Grant Budget is attached hereto and made a part hereof for all intents and purposes and the Director of Community Development is authorized to apply for and execute all documents necessary to receive the CDBG grant funding.

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

PASSED AND ADOPTED this 20th day of August, 2014.

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

ATTEST:

Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:



Ronald F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

7. (h.

Meeting Date: 08/20/2014

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 14-080, approving the sale of Property In Trust property, legally described as Lot six (6) and the west one-half of (W 1/2) of lot seven (7), Block One Hundred Twenty-six (126) (322 6th Ave. N.), Texas City, Texas, to the Texas City Economic Development Corporation(TCEDC). (Management Services)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

7. (i.

Meeting Date: 08/20/2014

Submitted By: Michelle Garcia, City Attorney
Office

Department: City Attorney Office

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 14-081, approving the sale of Property In Trust. Property is legally described as: ABST 205, Page 6, Lots 3 & 4, BLK 102, 2nd Division (128 4th Avenue North), Texas City, Texas, to the Texas City Economic Development (TCEDC).

BACKGROUND

The Property In Trust committee met in February and approved of the sale of this lot to the Texas City Economic Development Corporation. The property would eventually be used for a Habitat for Humanity house.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

7. (j).

Meeting Date: 08/20/2014

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider approving suspending the effective date of Centerpoint Energy's application to amend the rate schedules.

BACKGROUND

In a meeting of the Gulf Coast Coalition of Cities on utility issues, the attorney's of the group - Lloyd Gosselink, et. al. - informed us that Centerpoint Energy is planning on replacing the high pressure sodium street lights to LED lights. They want to "test" it out without stating the new rate or what the capital recovery cost to be passed onto the customers would be for the replacement. Staff recommends that we approve a resolution that suspends the application to allow us to study the request, get some answers and possibly intervene if it is determined an inappropriate amount is being passed along to the customers or to make sure we have knowledge of the new rates.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Res 14-082

RESOLUTION NO. 14-082

A RESOLUTION OF THE CITY OF TEXAS CITY SUSPENDING THE OCTOBER 1, 2014 EFFECTIVE DATE OF CENTERPOINT ENERGY HOUSTON ELECTRIC LLC'S APPLICATION TO AMEND ITS RATE SCHEDULES TO PERMIT THE CITY TIME TO STUDY THE REQUEST; APPROVING COOPERATION WITH THE GULF COAST COALITION OF CITIES; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on or about August 8, 2014, Center Point Energy Houston Electric, LLC ("Center Point" or "Company"), filed with the City of Texas City an application to amend its rate schedule at Section 6.1.1.1.6 Lighting Services in its Tariff for Retail Delivery Service;

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

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and,

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1: That the October 1, 2014 effective date of the rate request submitted by Center Point on or about August 8, 2014, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2: As indicated in the City's resolution approving membership in GCCC, GCCC is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative

proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

SECTION 3: That the City's reasonable rate case expenses shall be reimbursed by Center Point.

SECTION 4: That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5: A copy of this Resolution shall be sent to Center Point, care of Matthew Troxle, Director of Rates, Center Point Energy, Inc., 1111 Louisiana St., Houston, Texas, 77002 and to Thomas Brocato, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

SECTION 6: That this Resolution shall be in full force and effect from and after its passage and adoption.

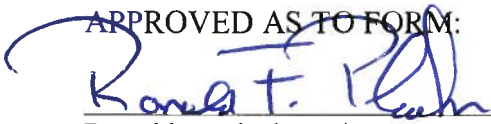
PASSED AND ADOPTED this 20th day of August, 2014.

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

ATTEST:

Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:



Ronald F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

7. (k.

Meeting Date: 08/20/2014

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider approval of Resolution No. 14-083, approving entering into a commercial lease agreement with Tennille, Inc. for the old Vincent Center property in the 300 block of 7th Street S.

BACKGROUND

The City owns the property that the old Vincent Center is located on. Tennille needs to additional storage and work space and would like to rent the facility and some of the adjacent land. An amount negotiated to be \$800/month has been agreed upon. Tennille has agreed to secure the facility with a chain link fence.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Lease



TEXAS ASSOCIATION OF REALTORS® COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2006

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ADDENDA & EXHIBITS (check all that apply)

- Exhibit "A" _____
- Exhibit _____
- Commercial Lease Addendum for Broker's Fee
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- Commercial Lease Addendum for Percentage Rent
- Commercial Lease Parking Addendum
- Commercial Landlord's Rules and Regulations
- Commercial Lease Guaranty
- Commercial Lease Right of First Refusal Addendum
- Commercial Lease Addendum for Optional Space
- Commercial Leasehold Construction Addendum
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- _____



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Tenant: Tennille Metal Works, Inc. ; and

Landlord: The City of Texas City

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) Multiple-Tenant Property: Suite or Unit Number containing approximately square feet of rentable area in (project name) at (address) in (city), (county), Texas, which is legally described on attached Exhibit or as follows:

(2) Single-Tenant Property: The real property at: 701 2nd Ave. S. (address) in Texas City (city), Galveston (county), Texas, which is legally described on attached Exhibit or as follows: Abstract 77 North Hurd Survey; North 56.34 feet of Block 177, Lots, 1-16; Block 178, Lots 1-16; Block 179, Lots 12 - 16; 3rd Avenue S. ROW between 7th St. S and 8th St. S, and alleyway between 3rd Avenue S. and 2nd Avenue S. and 7th St. S. and 8th St. S. SAVE AND EXCEPT THE BOOKER T. WASHINGTON HIGH SCHOOL BUILDING

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property.

3. TERM:

A. Term: The term of this lease is 24 months and days, commencing on: 9-1-14 (Commencement Date) and ending on 8-31-16 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

from	<u>9-1-14</u>	to	<u>8-31-16</u>	:	\$ <u>800.00</u>	:
from	_____	to	_____	:	\$ _____	:
from	_____	to	_____	:	\$ _____	:
from	_____	to	_____	:	\$ _____	:
from	_____	to	_____	:	\$ _____	:

B. First Full Month's Rent: The first full base monthly rent is due on or before 9-1-14

C. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

D. Additional Rent: In addition to the base monthly rent and prorated rent, Tenant will pay Landlord all other amounts, as provided by the attached (*Check all that apply.*):

- (1) Commercial Expense Reimbursement Addendum
- (2) Commercial Percentage Rent Addendum
- (3) Commercial Parking Addendum
- (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

E. Place of Payment: Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Attn: Finance Department
 Address: 1801 9th Ave North, P.O. Box 2608, Texas City, TX 77592-2608

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after

providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. **Late Charges:** If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 5% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. **Returned Checks:** Tenant will pay \$ 25.00 (not to exceed \$25) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$ N/A to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(9) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" mean heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

(1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

(2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$_____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

(3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

- (1) public liability insurance in an amount not less than \$1,000,000.00 on an occurrence basis naming Landlord as an additional insured; and
- (2) personal property damage insurance for Tenant's business operations and contents on the leased premises in an amount sufficient to replace such contents after a casualty loss.

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

- (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
- (2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other: _____

In accordance with all of the City of Texas City codes and ordinances.

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (*specify hours, days of week, and if inclusive or exclusive of weekends and holidays*): _____

_____.

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____

_____.
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs at, on, or about the leased premises or Property without Landlord's written consent. Landlord may remove any unauthorized sign, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant. Any signs that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last _____ days of this lease, Landlord may place a "For Lease" or similarly worded sign in the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The

specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Glass and windows	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Fire protection equipment and fire sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Exterior & overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Parking areas and walks	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Plumbing systems, drainage systems, electrical systems, and mechanical systems, except systems or items specifically designated otherwise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) Signs and lighting:			
(a) Pylon	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Facia	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Extermination and pest control, excluding wood-destroying insects	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) Fences and Gates	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Storage yards and storage buildings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Cranes and related systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(17) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(18) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(19) All other items and systems		<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: ~~If Tenant maintains the HVAC system under Paragraph 15C(10), Tenant is required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and charge Tenant the expense of such a maintenance and service contract or exercise Landlord's remedies under Paragraph 20.~~

F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and restrictions. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.

- G. ~~Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.~~
- H. ~~Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.~~

16. ALTERATIONS:

- A. Tenant may not alter, improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may: (i) terminate Tenant's right to occupy the leased premises by providing Tenant with at least 3 days written notice; and (ii) accelerate all rents which are payable during the remainder of this lease or any renewal period without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (9) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property;
 - (10) any other recovery to which Landlord may be entitled under this lease or under law .

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 2 times the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
 - (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES: Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

Commercial Lease concerning: 701 2nd Ave S., Texas City, Texas 77590

E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.

B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: None.

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

~~A. The brokers to this lease are:~~

Cooperating Broker	License No.	Principal Broker	License No.
Address		Address	
Phone	Fax	Phone	Fax
E-mail		E-mail	

~~Cooperating Broker represents Tenant.~~

~~Principal Broker: (Check only one box)~~

~~represents Landlord only.~~

~~represents Tenant only.~~

~~is an intermediary between Landlord and Tenant.~~

B. Fees:

- (1) ~~Principal Broker's fee will be paid according to: (Check only one box).~~
 - ~~(a) a separate written commission agreement between Principal Broker and:~~
 - Landlord Tenant.
 - ~~(b) the attached Addendum for Broker's Fee.~~
- (2) ~~Cooperating Broker's fee will be paid according to: (Check only one box).~~
 - ~~(a) a separate written commission agreement between Cooperating Broker and:~~
 - Principal Broker Landlord Tenant.
 - ~~(b) the attached Addendum for Broker's Fee.~~

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Tenant at the leased premises,

and a copy to: Tennille Metal Works, Inc. Attn: Raymond Guidry

Address: 928 4th Ave South Texas City, TX 77590

Phone: 409-945-3451

Fax: _____

Tenant also consents to receive notices by e-mail at: _____

Landlord at: The City of Texas City

Address: 1801 9th Ave North, P.O. Box 2608, Texas City, TX 77592-2608

Phone: 409-948-3111

Fax: _____

and a copy to: City Attorney of the City of Texas City

Address: 1801 9th Ave North, P.O. Box 2608, Texas City, TX 77592-2608

Phone: _____

Fax: _____

Landlord also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS:

Tenant covenants and agrees to install a "Cyclone" fence around the perimeter of the leased premises, as shown attached hereto on Exhibit "A". Tenant agrees to install on said "Cyclone" fence a gate with a minimum width of ten (10) feet along 2nd Ave. of the leased premises; Tenant further agrees to install on said "Cyclone" fence a gate with a minimum width of three (3) feet along 7th Ave. of the leased premises.

Tenant shall have the option to extend this lease for an additional period of two (2) years, provided that Tenant gives Landlord written notice no later than ninety (90) days before the expiration of the primary term of this lease.

At anytime during the primary term and/or any additional extension of this lease, Landlord or Tenant may terminate this lease by providing written notice to terminate no later than ninety (90) days before such termination.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Tennille Metal Works, Inc.
Tenant
By _____
Date

The City of Texas City
Landlord
By _____
Date

Printed Name Raymond Guidry
Title President

Printed Name Matthew T. Doyle
Title Mayor

Tenant
By _____
Date

Landlord
By _____
Date

Printed Name _____
Title _____

Printed Name _____
Title _____

