

NOTICE: ANY SUBJECT APPEARING ON THIS AGENDA, REGARDLESS OF HOW THE MATTER IS STATED, MAY BE ACTED UPON BY THE BOARD OF DIRECTORS OF TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION.

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS ANNUAL MEETING

AGENDA

MONDAY, OCTOBER 17, 2016 - 3:00 P.M.
CITY HALL CONFERENCE ROOM
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE: Public comments and matters from the floor are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

1. ROLL CALL
2. NEW BUSINESS
 - a. Consider and take action of election of officers and Oath of Officers.
 - b. Approve Texas City Economic Development Corporation Board Meeting Minutes for June 29, 2016.
 - c. Consider and take action of Resolution No. 16-07, approving the actions of the Officers of the Texas City Economic Development Corporation for the previous fiscal year 2015-2016.
 - d. Consider and take action on Resolution No. 16-08, adopting the Texas City Economic Development Corporation 2016-2017 Fiscal Year Budget.
 - e. Consider and take action on Resolution No. 16-09, approving expenditures for wayfinding signage.
 - f. Consider and take action on Resolution No. 16-10, approving the purchase and installation of a monument sign and bike racks on 6th Street.
 - g. Consider and take action on Resolution No. 16-11, ratifying the purchase of a 15' decorative pole clock from The Verdin Company to be placed on 6th Street.
 - h. Consider and take action on Resolution No. 16-12, ratifying the purchase and installation of a new electrical panel in the TCEDC building located at 611 6th Street North, currently occupied by the Galveston Art League.
 - i. Consider and take action on Resolution No. 16-13, authorizing the expenditure of funds to initiate implementation of projects associated with the Livable Centers Study.
 - j. Consider and take action on Resolution No. 16-14, approving the contract with Xceligent, Inc. for a subscription to their property information database.
 - k. Consider and take action on Resolution No. 16-15, authorizing property to be utilized by Habitat for Humanity and for the relocation of families out of the Industrial Buffer District.

- l. Consider and take action on Resolution No. 16-16, authorizing the sale of property located at 6602 Anderson for CAD value to Tamika Stevens.
 - m. Consider and take action on Resolution No. 16-17, ratifying the purchase of four lots at the northwest intersection of 9th Street S and 3rd Ave S from Tennille Inc.
 - n. Consider and take action on Resolution No. 16-18, ratifying the exchange of land of an additional 4 lots being included between the Texas City Terminal Railway and TCEDC.
- 3. UPDATES
 - 4. BOARD COMMENTS
 - 5. ADJOURNMENT

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 FRIDAY, OCTOBER 14, 2016 AT 3:00 P.M., AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

/S/ Michelle L. Garcia
Michelle L. Garcia, Board Secretary
Texas City Economic Development Corporation

TCEDC Agenda

1.

Meeting Date: 10/17/2016

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

ROLL CALL

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

2016-2017 TCEDC Board Members

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION
CHARTER/FILE NO. 125846501 APPROVED BY SECRETARY OF STATE ON 2/3/93

This Corporation was originally incorporated under the name of City of Texas City Economic Development Corporation; however, the name was changed to TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION on 5/12/93.

PURPOSE: The Corporation is a non-profit corporation pursuant to the Development Corporation Act of 1979, Article 5190.6, Section 4A, et seq, Vernon's Annotated Texas Civil Statutes. The purpose or purposes for which the Corporation is organized is for the promotion and development of new and expanded businesses within the City of Texas City and any activity allowed by the enabling statute. (The above statements are taken from the Articles of Incorporation approved on 2/3/93, and the Amendment to the Articles of Incorporation approved on 5/12/93.)

Meetings are held quarterly. The number of directors and their term of office shall be fixed by the bylaws of the Corporation consistent with the Act. The bylaws and any amendments thereto shall be approved by the governing body of the City. (One year term - limitation of 12 one- year consecutive terms)

The members of the Board of Directors are:

Advisory Members:

<p>Mayor Mathew T. Doyle 1801 9th Avenue North Texas City TX 77590 Phone: 409 643 -5901 First Appt: 06-02-04 (Term 10-01-16 through 9/30/19)</p>	<p>Jenny Center 8419 Emmett F. Lowry Exp Ste#105 Texas City TX 77592-1717 Phone: 409 935-1408 (B) Cell: 409-789-1645 jenny@texascitychamber.com</p>
<p>Harold Fattig, Vice-Chairman 2508 Pilgrims Estates Dr Texas City TX 77590 Phone: 409 739-2744 (C) hfattig@wellnowhealth.net First Appt: 01-30-03 (Term 10-01-16 through 9/30/19)</p>	<p>Pat Doyle 1528 23rd Avenue North Texas City TX 77590 Phone: 409 770-4193 (C) Office: 409-744-9783 pdoyle@bdaglaw.com</p>
<p>Mark Ciavaglia, Chairman Linebarger Goggan Blair & Sampson, LLP 518 9th Ave. No. Texas City, TX 77590 Off: 409-948-3401 Cell Phone: 409 770-4339 mark.ciavaglia@publicans.com First Appt: 10-01-08 (Term 10-01-15 through 9/30/18)</p>	<p>Stephen Holmes 2516 Texas Avenue, Room 121 Texas City TX 77590 Phone: 409 770-5806 Stephen.holmes@co.galveston.tx.us</p>
<p>Mitchell Chuoke 1522 23rd Avenue North Texas City TX 77590 Phone: 409 948-9693 (H) 409 744-4465 (B) mitchell@chuoke.com First Appt. 06-02-04 (Term 10-01-14 through 9/30/17)</p>	<p>Dr. Cynthia Lusignolo, Ed. D. TCISD Superintendent 1700 Ninth Avenue North Texas City, TX 77590 clusignolo@tcisd.org Ph: (409) 916-0103 Ph: (409) 916-0101 Fax: (409) 942-2655</p>
<p>Randy Dietel 210 21st Street South Texas City, TX 77592-1847 Phone: 409 945-3459 (B) 409 945-4977 (H) 409-392-7100 (C) randy@pilinginc.com First Appt: 02-01-93 / 2nd Appt: 10-1-04 (Term 10-01-14 through 9/30/17)</p>	<p><u>City Staff:</u> Ronald F. Plackemeier, <i>City Attorney</i> Nicholas Finan, <i>General Manager</i> Laura Boyd, <i>Treasurer</i> James Hartshorn, <i>City Staff</i> Michelle Garcia, <i>Board Secretary</i> Justin Herter, <i>City Staff</i> George Fuller, <i>City Staff</i></p>

Revised 10/13/16

TCEDC Agenda

2. a.

Meeting Date: 10/17/2016

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action of election of officers and Oath of Officers.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

TCEDC Agenda

2. b.

Meeting Date: 10/17/2016

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Approve Texas City Economic Development Corporation Board Meeting Minutes for June 29, 2016.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

06.29.2016 TCEDC minutes

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS MEETING

MINUTES

WEDNESDAY, JUNE 29, 2016 - 3:00 P.M.
CITY HALL CONFERENCE ROOM

The Texas City Economic Development Corporation Board of Directors met Wednesday, June 29, 2016, at 5:00 P.M., in the City Hall Conference Room, 1801 9th Avenue North, in Texas City, Texas. A quorum having been met, the meeting was called to order at 3:17 P.M. by Mayor Doyle with the following in attendance:

(1)

Present: Mark Ciavaglia, Chairperson
Harold Fattig, Vice-Chairperson
Matthew T. Doyle, Mayor / Director
Randy Dietel, Director

Absent: Mitchell Chuoke, Director

Staff Present: Ron Plackemeier, City Attorney
Laura Boyd, Executive Director of Management Services
James Hartshorn, Economic Development Coordinator
Michelle Garcia, Board Secretary/Administrative Assistant
George Fuller, Community Development Director
Justin Herter, Administrative Assistant

Attendees: Jenny Senter- Advisory Member
Henry Gomez - Citizen

(2) NEW BUSINESS

- (a) Approve Texas City Economic Development Corporation Board Meeting Minutes for April 13, 2016.

Motion by Mayor Doyle Seconded by Vice-Chairman Harold Fattig to approve the Texas City Economic Development Corporation Board Meeting Minutes for April 13, 2016.

Vote: 4 - 0 CARRIED

- (b) Consider and take action on Resolution No. 16-04, approving the lease of 611 6th Street North to the Galveston Art League.

James Hartshorn, Economic Development Coordinator, explained that our previous tenant, Heather Rasco, did not renew her lease in October of 2015. Since that time, the building located at 611 6th Street has been vacant. In recent months, City staff has contacted and worked with the Galveston Art League to attract them to 6th Street in an effort to increase the presence of art in this district and to provide a variety of activities on 6th Street. It is proposed that the TCEDC leases the property to the Galveston Art League, a non profit organization, according to the terms of the drafted agreement. In short, TCEDC will provide the building for free including water and electricity, and they will host events. It is the size of the building is roughly 900sf.

Mayor Doyle stated that James Hartshorn did a great job on this project; it's a nice addition to 6th Street.

Motion by Mayor Doyle, Seconded by Vice - Chairman Harold Fattig to approve the lease of 611 6th

Street North to the Galveston Art League.

Vote: 4 - 0 CARRIED

- (c) Consider and take action on Resolution No. 16-05, approving building maintenance expenditures for 611 6th Street.

James Hartshorn, Economic Development Coordinator, stated that the TCEDC building located at 611 6th Street is in need of general repairs and maintenance in preparation for receiving a new tenant. City staff has provided the labor to remove a wall to create a larger room for the Art League, patch tile and repair the drop down ceiling, and to replace the sink with a new double sink and countertop. They have also made roof repairs on the west wall. The total cost for materials is \$1,500. With the removal of walls and other patchwork, the interior of the building has also been repainted including the trim and doors in the amount of \$1,000 for paint and labor. Also, six new electrical outlets have been added for an amount not to exceed \$850. Finally, a plumber is needed to install two under sink water heaters to provide the requisite hot water in the bathroom and for the kitchen sink for an amount not to exceed \$1,000. It is proposed that TCEDC pays for the total cost of all repairs and modifications for an amount not to exceed \$5,000.

Motion by Director Randy Dietel, Seconded by Vice - Chairman Harold Fattig to approve building maintenance expenditures for 611 6th Street.

Vote: 4 - 0 CARRIED

- (d) Consider and take action on Resolution No. 16-06, approving remodeling and building maintenance and repair costs for the TCEDC building located at 522 6th Street North, Texas City, Texas.

James Hartshorn, Economic Development Coordinator, stated that In order to make the building located at 522 6th Street North more attractive to prospective tenants, we have repainted the interior of the building and renovated the bathrooms. The cost to repaint the ceiling and walls is \$1,380. The cost to completely remodel the two bathrooms, including construction to expand one bathroom for ADA compliance, is \$13,165. We also need an emergency exit door ordered and installed for \$3,950. The total for remodeling is \$18,495.

There are also several maintenance items that need to be done. First, we need to address the water line. The City has installed a new water meter to give us a separate meter from the rest of the building. We now need to hire a plumber to connect to the new meter, install a back flow preventer and to run the water line into the building. The cost for plumbing is \$3,950. Second, there was a door connecting our building to 524 6th Street that we removed for security, and we foam sealed a gap in our wall to help mitigate the smoke smell coming from 520 6th Street. Total cost for door removal and foam sealing was \$1102. Third, we need to address the roof which is overdue to be replaced. The high end for this project is \$18,000 if we install a brand new modified roof with parapet walls. However, the option we currently recommend is applying a silicone coating to our section of the roof which would be \$4,000. The total cost of all repairs and maintenance is \$9,100 to \$23,500 depending on the type of roof needed. It is proposed that TCEDC budgets and pays for all remodeling and repair and maintenance expenditures as described herein for a total amount not to exceed \$42,000.

Mayor Doyle stated "We've realized that we won't be able to sell the property unless it was fixed up."

Director Randy Dietel asked if the AC price was included in this number?

Mayor Doyle stated "No."

Director Randy Dietel stated that he was happy to see 6th Street changing the minds of non-believers.

Vote: 4 - 0 CARRIED

(3) UPDATES

Advisory Member Jenny Senter stated that Dawn's Donuts sign is very eye catching since the updates have taken place.

Mayor said it cost about \$3600 for the improvements which is not bad at all.

(4) BOARD COMMENTS

All board members praised James for his efforts on 6th Street projects and sign renovations for local businesses.

(5) ADJOURNMENT

Having no further business, Mayor Dolye made a Motion to ADJOURN at 3:32 P.M.; the motion was SECONDED by Director Randy Dietel. The meeting was adjourned.

Board Secretary
Texas City Economic Development Corporation

Date Approved: _____

TCEDC Agenda

2. c.

Meeting Date: 10/17/2016

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take actions of Resolution No. 16-07, approving the actions of the Officers of the Texas City Economic Development Corporation for the previous fiscal year 2015-2016.

BACKGROUND

This is an action started by our City Attorney (TCEDC's attorney) to validate the smaller items not budgetary in nature or that typically do not need the Board's approval in a formal meeting such as a change order under the allowable percentage or advertisement in a newspaper and are approved within the budget.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution No. 16-07 Approving the actions of the Officers 2015-2016 Fiscal Year

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 16-07

A RESOLUTION APPROVING THE ACTIONS OF THE OFFICERS OF THE BOARD OF DIRECTORS OF THE CITY OF TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION DURING THE 2015-2016 FISCAL YEAR; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on October 17, 2016, consideration was given to approving the actions of the Officers of the Board of Directors of the Texas City Economic Development Corporation during the 2015-2016 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: All of the actions taken by the Officers of the Board of Directors of the Texas City Economic Development Corporation during the 2015-2016 Fiscal Year are hereby approved.

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

PASSED AND ADOPTED this 17th day of October, 2016.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

Michelle L. Garcia
BOARD SECRETARY
Texas City Economic Development Corporation

TCEDC Agenda

2. d.

Meeting Date: 10/17/2016

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 16-08, adopting the Texas City Economic Development Corporation 2016-2017 Fiscal Year Budget.

BACKGROUND

Laura Boyd, City Finance Director, will be present to discuss the budget.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution No. 16-08 Adopting the budget for fiscal year 2016-2017

EDC Budget

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 16-08

A RESOLUTION ADOPTING THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION 2016-2017 FISCAL YEAR BUDGET; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on October 17, 2016, a general discussion was held concerning the proposed 2016-2017 Budget of the Texas City Economic Development Corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves the 2016-2017 Fiscal Year Budget, for the Texas City Economic Development Corporation, as approved by the City Commission of the City of Texas City.

SECTION 2: A copy of said Fiscal Year 2016-2017 Budget is attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 17th day of October, 2016.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

Michelle L. Garcia
BOARD SECRETARY
Texas City Economic Development Corporation

**T.C. ECONOMIC DEVELOPMENT CORP
REVENUES & EXPENDITURES**

**CITY OF TEXAS CITY, TEXAS
FY 2016-17 ADOPTED BUDGET**

ACCOUNT	ACCOUNT DESCRIPTION	FY 2013-14 ACTUAL	FY 2014-15 ACTUAL	FY 2015-16 AMENDED BUDGET	FY 2015-16 YEAR END PROJECTION	FY 2016-17 ADOPTED BUDGET
REVENUES:						
801-000-42001	STATE SALES TAX	5,238,984	5,308,363	4,250,000	5,000,000	5,250,000
*OTHER TAXES & ASSESSMENTS		5,238,984	5,308,363	4,250,000	5,000,000	5,250,000
801-000-48350	CONTRIBUTIONS	-	-	-	-	-
801-000-48307	DONATIONS	-	-	-	-	-
*DONATIONS & CONTRIBUTIONS		-	-	-	-	-
801-000-48113	MISCELLANEOUS RENT INCOME	34,346	6,075	30,000	30,000	30,000
801-000-48801	MISCELLANEOUS INCOME	214,412	82,819	2,000	1,918	2,000
801-000-48802	INTEREST INCOME	15,740	14,495	10,000	10,000	10,000
*OTHER REVENUES		264,498	103,389	42,000	41,918	42,000
801-000-49001	TRANSFER FROM GENERAL FUND	-	-	-	-	-
801-000-49002	TRANSFER FROM HOTEL/MOTEL FUND	-	-	-	-	-
801-000-49103	PROCEEDS FROM SALE OF LAND	-	-	-	-	-
*OTHER SOURCES		-	-	-	-	-
TOTAL REVENUES		5,503,482	5,411,752	4,292,000	5,041,918	5,292,000
EXPENDITURES:						
801-050-51010	SALARIES	109,128	124,596	126,261	126,261	130,048
801-050-51030	OVERTIME PAY	-	-	-	-	-
801-050-51070	LIFE & DISABILITY 1.04%	888	1,229	1,313	1,313	1,352
801-050-51080	RETIREMENT 16.67% ; 16.84%	19,925	21,479	15,786	22,209	16,425
801-050-51090	MEDICARE TAX 1.45%	1,550	1,673	1,831	1,831	1,886
801-050-51110	INSURANCE-HEALTH/DENTAL/VISION	13,932	13,330	14,000	14,000	14,000
*SALARIES & BENEFITS		145,423	162,307	159,191	165,614	163,711
801-050-52660	OFFICE SUPPLIES	-	-	-	-	-
*MATERIALS & SUPPLIES		-	-	-	-	-
801-050-53060	EXPENSE-ADMINISTRATIVE	72,791	56,051	60,000	60,000	35,000
801-050-53061	BUSINESS VISIT EXPENSES	-	302	10,000	500	10,000
801-050-53110	DEMOLITION	113,806	105,585	240,000	100,000	250,000
801-050-53111	BUSINESS INCENTIVE	-	79,622	165,000	66,000	275,000
801-050-53200	UTILITIES	11,871	10,577	20,000	11,000	20,000
801-050-53540	MAINTENANCE-BLDG. & GROUNDS	12,866	4,000	7,500	4,000	7,500
801-050-53560	MAINTENANCE-CONTRACTS	1,182	690	1,000	1,000	1,000
801-050-53570	ADVERTISING/MARKETING	13,637	36,949	45,000	40,000	45,000
801-050-53680	PROFESSIONAL FEES	24,660	48,772	50,000	46,500	25,000
801-050-53710	RENT EXPENSE	-	2,400	1,200	2,400	1,200
801-050-53860	WORKERS' COMP	113	112	112	112	112
*CONTRACTUAL SERVICES		250,925	345,059	599,812	331,512	669,812
801-050-54175	TEXAS CITY MUSIC FEST	-	-	-	-	-
801-050-54300	TRAINING & PERSONNEL	-	-	-	-	-
*OTHER CHARGES		-	-	-	-	-
801-050-55010	LAND & BUILDING IMPROVEMENTS	156,119	-	510,302	-	510,302
801-050-55100	RECYCLING PROGRAM	-	-	-	-	-

**T.C. ECONOMIC DEVELOPMENT CORP
REVENUES & EXPENDITURES**

**CITY OF TEXAS CITY, TEXAS
FY 2016-17 ADOPTED BUDGET**

ACCOUNT	ACCOUNT DESCRIPTION	FY 2013-14 ACTUAL	FY 2014-15 ACTUAL	FY 2015-16 AMENDED BUDGET	FY 2015-16 YEAR END PROJECTION	FY 2016-17 ADOPTED BUDGET
801-050-55650	PARK IMPROVEMENTS	-	-	70,000	-	50,000
801-050-55720	PROCUREMENT OF PROPERTY	43,203	138,679	300,000	140,000	300,000
*CAPITAL OUTLAY		199,322	138,679	880,302	140,000	860,302
801-000-59007	TRANSFER TO DEBT SERVICE FUND	1,444,015	1,445,308	596,306	596,306	595,531
801-000-59XXX	TRANSFER TO GENERAL FUND	-	-	-	-	-
801-000-59018	TRANSFER TO HISTORICAL FOUNDATION	-	-	-	-	-
801-000-59801	CAPITAL CONTR. TO PRIMARY GOV'T.	-	-	-	-	-
801-000-59043	SALES TAX REBATE	1,313,009	1,366,273	1,350,000	1,327,318	1,350,000
*OTHER USES		2,757,024	2,811,581	1,946,306	1,923,624	1,945,531
TOTAL EXPENDITURES		3,352,695	3,457,626	3,585,611	2,560,750	3,639,356
EXCESS OF REVENUES OVER(UNDER) EXPENDITURES		2,150,787	1,954,126	706,389	2,481,168	1,652,644
FUND BALANCE-BEGINNING OF YEAR		919,707	3,070,494	5,024,621	5,024,621	7,505,789
FUND BALANCE-END OF YEAR		\$ 3,070,494	\$ 5,024,621	\$ 5,731,010	\$ 7,505,789	\$ 9,158,433

ECONOMIC DEVELOPMENT CORPORATION - 801
EXPENDITURES-SUPPLEMENTAL REQUESTS DETAIL

ACCOUNT NUMBER	DESCRIPTION		FY 2016-17 ADOPTED BUDGET
<u>CAPITAL OUTLAY:</u>			
801-050-55010-8010X	CENTRAL PARK PROJECT	**	510,302
801-050-55720	PROCUREMENT OF PROPERTY		300,000
801-050-55650	PARK IMPROVEMENTS	**	70,000
<u>TOTAL CAPITAL OUTLAY:</u>			880,302
<u>TOTAL SUPPLEMENTAL REQUESTS-ECONOMIC DEVELOPMENT CORP</u>			<u>\$ 880,302</u>

**FUNDING APPROVED IN PREVIOUS FISCAL YEAR

TCEDC Agenda

2. e.

Meeting Date: 10/17/2016

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 16-09, approving expenditures for wayfinding signage.

BACKGROUND

It is proposed that the TCEDC approves the contract with DIG Studios, Inc. to design wayfinding signage in line with the recommendations from the Livable Centers Study, and to provide bid-ready construction documents that specify design, materials and exact location for all wayfinding signs within the specified areas along Palmer Hwy, 9th Avenue and Bay Street. The cost of DIG's services is \$67,000. Once we have final designs and bid-ready construction documents, it is anticipated that the actual construction and installation of wayfinding signs will be \$350,000. It is proposed that the TCEDC approves an amount not to exceed \$450,000 for design and, construction and installation of wayfinding signage.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution No. 16-09 - Expenditures for wayfinding signage

DIG Contract

Wayfinding Map

Wayfinding Example

Wayfinding Example 2

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 16-09

A RESOLUTION APPROVING THE AUTHORIZATION OF EXPENDITURES FOR WAYFINDING SIGNAGE , IN LINE WITH THE RECOMMENDATIONS FROM THE LIVABLE CENTERS STUDY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (TCEDC), duly held on October 17, 2016, a general discussion was held concerning approval for the authorization of expenditures for wayfinding signage, in line with the Livable Centers Study; and

WHEREAS, it is proposed that the TCEDC approves the contract with DIG Studios, Inc. to design wayfinding signage in line with the recommendations from the Livable Centers Study, and to provide bid-ready construction documents that specify design, materials and exact location for all wayfinding signs within the specified areas along Palmer Hwy, 9th Avenue and Bay Street; and

WHEREAS, the cost of DIG's services is \$67,000; and

WHEREAS, once the final designs and bid-ready construction documents are completed, it is anticipated that the actual construction and installation of wayfinding signs will be \$350,000; and,

WHEREAS, it is proposed that the TCEDC approves an amount not to exceed \$450,000 for design and, construction and installation of wayfinding signage.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves Resolution No. 16-09, for wayfinding signage, not to exceed \$450,000.00, in line with the Livable Centers Study.

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

PASSED AND ADOPTED this 17th day of October, 2016.

CHAIRPERSON/VICE-CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

Michelle L. Garcia
BOARD SECRETARY
Texas City Economic Development Corporation



**PROFESSIONAL SERVICES CONTRACT
BETWEEN DIG STUDIOS, INC. ("DIG") and
The CITY OF TEXAS CITY ("Client")**

SCOPE OF WORK

The work will proceed as outlined below in the Scope of Services section and will be performed by DIG Studios, Inc. ("DIG"). The overall focus of our services will be to develop an Exterior Signage System for the "Bayfinding" Signage project area as noted in the Livable Center Study Key Map diagram noted on page 109 (delineated by the blue lines) of the draft provided to DIG and as attached to this Contract. The three Districts and the central spine (9th Avenue/Palmer Highway) as noted in the map is defined as the "Project Area" and as further defined below:

1. Bay Side District – along 8th and 9th Avenues to Bay Street and within the Dike Road spine to the waterfront and Bayfront Park.
2. Central City – key intersections along 9th Avenue and the 21st Street spine
3. 6th Street Urban Village – to enhance development between the boundaries of 11th thru 3rd and 7th thru 5th Streets.
4. Bay Gate – while may not be a district, signage can be planned for this area.
5. The 1867 Settlement on the west side of Texas City. This location will determine the design standards to be used at other parks.

Note: If any of the streets noted above, or within the project area, are a State Highway, TxDot is the Agency having Jurisdiction ("AHJ") over these streets that impacts signage (especially 9th Avenue and the spine to enter the City). Current TxDot Signage Standards and Restrictions will be followed. Proposal does not assume DIG coordinating any variances on behalf of the City of Texas City.

Contract does not include a sign-for-sign inventory of existing signage or removal of existing signage. Contract assumes the Client will have a single point of contact for coordination of the Project Team with the DIG Team.

Signage and Wayfinding Components

Signage and Wayfinding focuses on moving people from one point to another along pre-determined preferred pathways. Coordination with the City's stakeholders such as Finance, Public Works, Police, Recreation and Tourism Department, Traffic and Engineering Department, as well as the Client's Committee is implied throughout all stages of this work to produce a program consistent with the identity and personality of Texas City.

The following sign types are assumed:

- **Gateway Entrance Identification:** This will focus on perimeter identity, entry points to the City. It includes the identification of the City's main entry points within the Project Area.

- **Directional Signs – Vehicular and Pedestrian:** This system will address the wayfinding system and will first direct vehicular traffic and then, at a pedestrian-scale, it will direct visitors to the Districts using directional signage. It will establish primary pathways for visitors to the Districts as well as to the Bay and identify destinations and amenities within the project area.
- **District/Destination Identity - Pedestrian:** Once directed toward the District or destination, this family of sign types will serve to identify the districts or specific destination (such as the bay, individual district, or parking) at the entrances. It will include several forms of identity, such as freestanding signs, building-mounted letterforms, or if digital, DIG will be responsible for the specifications on the housing unit only. DIG is not responsible for the digital messaging system but can provide input based on its professional experience.
- **Informational Kiosks:** This sign type category includes an information kiosk system for the presentation of marketing or special event oriented information and a system of orientation maps. The production of maps to be used in the kiosks is not in the scope of this proposal but can be provided by DIG under a separate agreement.
- **Hike and Bike Trail Markers –** roughly a 25 mile loop around the Study area. DIG will be provided the mileage notation and location for placement. DIG is not responsible for determining mileage.

SCOPE OF SERVICES

DIG has listed below the activities for each task in the sequence to be undertaken. While the Scope of Work lists individual components, DIG's fee proposal assumes that all pieces will be developed concurrently, in order to save time, resources and money. The following Scope of Services outlines the process DIG will use to guide the team through this project.

Phase I/Programming

1. In this information gathering phase, DIG will review any information or data provided by the Client (Livable Center Study, previous surveys, restrictions, landscape architectural plans, destinations, traffic patterns, marketing brochures, etc.) in order to assess specialized needs and attain a full understanding of the project and the City's planned development, as well as to gain a thorough understanding of the primary and secondary destinations of the various user groups as outlined in the Livable Center Study .
2. DIG will also perform a site visit to further gain a full understanding of the project area. DIG will engage with the City from the standpoints of a typical user – a first-time visitor looking for all the opportunities the City has to offer. From this exercise, we will assess functional relationships, preferred pathways, major destinations and priorities, and, importantly, parking opportunities. *(Site Visit #1 – 2 DIG personnel)*
3. Using the site plan to be provided to DIG, DIG will begin to develop preliminary circulation analysis based on our understanding of the project area. DIG will analyze the functional relationships within the City's Districts including a review of the preferred pathways to various destinations and the relationships between public thoroughfares and transit centers.

4. DIG will analyze the physical characteristics and constraints of the project and determines the appropriateness of their application into the Signage and Wayfinding system. The impact of the City of Texas City Signage Codes, TxDOT regulations and the City's Identity Standards will be studied for their impact on the signage program.
5. DIG will work with the Client to schedule a **Workshop** with key stakeholders to build consensus with regard to the development of a Signage and Wayfinding program. DIG will analyze the functional relationships among the project areas including an understanding of the primary and secondary destinations of the various user groups, a review of the circulation patterns associated with the various Districts and destinations, and the preferred pathways. At this Workshop, criteria for the inclusion of destinations in the Wayfinding program will be discussed.

The goal of this meeting is to gain consensus among the group as to the identification of the preferred pathways through the Districts to the Bay and the overall visual character of the signage program from which the "family" of Signage and Wayfinding elements will evolve. The process will also determine what additional information is required. DIG preliminary circulation analysis using the City map will be used as the starting point for the discussions.

The Workshop's information gathering process begins by listening closely to input and encouraging active participation. A free-flowing dialogue between the City's stakeholders and the DIG design team is essential to fully understand their goals and their order of priority. Also important is to gain a full understanding of your schedule and budget since a design solution is useless if it exceeds a budget and cannot be properly implemented.

(Workshop #1 – 2 DIG personnel)

6. As a result of this input, DIG will draw conclusions with respect to prioritizing gateways, entries, destinations (*primary, secondary, tertiary*) and identify preferred pathways, especially with regard to access to the Bay and major destinations. This will result in a DIG recommended Sign Location Plan color-keyed by sign type as to exact placement(s) across Project Area.
7. As a result of the information gathered, a list of recommended sign types will also be developed as will a preliminary Signage Message Schedule based on the information generated from the Workshop and DIG's professional experience. The Signage Location Plan and Signage Message Schedule are the key documents of the Programming phase.
8. At this time, the site plan has been modified to record circulation and traffic flow and recommended placement of key sign types. DIG will participate in a presentation meeting with the Executive Committee to review the preliminary Programming documents in order to summarize the information gathered with regard to District boundaries, destination hierarchies, key decision nodes and messaging requirements. *(Meeting #1- 2 DIG personnel)*

Phase II/Schematic Design

1. Building upon the information gathering phase, DIG will prepare Schematic Design presentation drawings illustrating our recommendations for the design of selected sign types. The Design presentation drawings will be produced to illustrate the major components of the system. This presentation will summarize each area of the program; illustrate the recommended typeface, color family, the use of the appropriate identity elements, typical message layouts, and the general overall appearance of the sign types; applying appropriate government restrictions and guidelines.

The design will reflect the consensus built on the definition of the visual character and use of identity as discussed in the stakeholder workshop as well as the functional and operations issues of the project. The design of the proposed family of signs will also be based on the physical construction, aesthetic and functional requirements identified. Three (3) design schemes are included in the Scope of Work.

2. DIG will participate in a Schematic Design review in order to establish a design direction for the signage components of the project. A preliminary budget will also be developed based on an itemized sign type listing and on DIG's experience in the Environmental Graphic Design industry. The goal of the meeting will be to resolve any outstanding operational issues that impact signage and to develop a direction on the design of the sign type families. *(Meeting #2 – 2 DIG personnel)*
3. Following the comments received from the meeting, DIG will update the Project's Programming and Schematic Design documents and participate in an additional Executive Committee meeting to review the updates and to continue receiving confirmation on the project's progress. *(Meeting #3 – 2 DIG personnel)*

Phase III/Design Development

1. Based on the results of the meetings, DIG will refine the drawing package to Design Development level. DIG will continue to refine the design concepts and incorporate the use of signage ordinances and restrictions, identity and typical messages. Tasks also include further documentation addressing size, material, mounting, lighting, finishes, budget, etc.
2. Provisions of 2012 Texas Accessibility Standards/2010 ADA Standards for Accessible Design affecting graphics will be incorporated per DIG's best professional judgment, and per clarifications from Texas Department of Licensing and Regulation (TDLR). Parts of the Act are subject to interpretation and DIG assumes no liability for future interpretations.
3. DIG will assist the Client in matters related to the TxDOT requirements. These requirements will be incorporated into the Design Development documentation. Services necessary to bring the project into compliance with subsequent interpretations of the regulations, or a change to the code, are not assumed. It is assumed that representatives from the Executive Team can coordinate with TxDOT and DIG's participation in presentation meetings are not included. If needed, DIG can participate in these as noted in the Compensation section.

4. DIG can obtain material samples from fabricators for review by the project team. Costs associated with the design time or the fabrication of extensive mock-ups or prototypes are **not** included in our proposal.
5. During this time, DIG will remain in contact with the Client and Executive Committee, releasing updates to the schedule and documents, via email transmission and conference calls, as appropriate. *(Conference Calls and E-mail Transmissions)*
6. During this Design Development phase, DIG will participate and facilitate in one additional meeting to present the Design Development Package and updated Programming Documents for review and Client comments as they are progressing. *(Meeting #4 – 1 DIG personnel)*
7. DIG will release the Programming Documents and Design Development packages to the Client, electronically, for **final** review and approval. DIG can participate in a conference call or Web-based meeting to offer clarifications and receive final approvals.
8. The refinement and updating of the project schedule, including long lead items and their impact, and client review and approval culminate this phase. Client requested design or construction changes that require changes or additions to the graphic documents, after approval of any phase of work, will be considered Additional Services. Client is responsible for approving all text.

Phase IV/Contract Documents

1. Following the Client's approval of the Design Development documents, DIG next prepares Contract Documents to include specifications, plans, elevations, details and fabrication specifications. Contract Documents will be produced using MAC-based software, 11"x17" and can also be provided as an Adobe Acrobat Reader PDF file for use by the Client.
2. DIG also prepares the final Programming documents (Signage Location Plans and final Signage Message Schedules), as well as material specifications to be included in the final documentation package.
3. The Contract Documents package also includes a Graphics Bid Manual detailing quantities of sign types, the required minimum material performance specifications, industry standard terms and conditions of work delivery, bid schedule, and other bid submittal requirements. Client is responsible for providing any City of Texas City specific requirements to DIG electronically for inclusion in the Bid Manual if needed.
4. A final review of the documentation package by Client occurs including a final code review and budget update. Client is responsible for approving messaging copy. Changes incorporated into the copy during subsequent phases will be an Additional Service. The purchase of thematic artwork, specialized fonts or stock photography if required, will be considered a project reimbursable expense.



- The final bid package will be presented to the Client in both hard copy format and saved electronically using Adobe Acrobat pdf files.

COMPENSATION

Based on DIG’s projections of personnel and skills required for the above referenced Scope of Work, as well as a \$300,000 budget, DIG proposes the following Fees, to be billed monthly on a percent complete basis. Although DIG cannot guarantee Reimbursable Expenses, \$5,000 has been set as a not-to-exceed amount. DIG’s Project Manager will work with the Client on the use of expenses and if Client’s requests for expensed items exceeds the \$5,000, DIG reserves the right to request additional funding. If Client approves an increase in the fabrication budget of over 20%, DIG reserves the right to request funding for additional work hours, if needed. Fees are for DIG services only. Terms and Conditions are as outlined in Attachment A, which is part of this contract.

Phase	Manhours	Fees	Not-to-Exceed Reimbursable Expenses
Phase I/Programming	128	\$15,872	
Phase II/Schematic Design	136	16,864	
Phase III/Design Development	124	15,376	
Phase IV/Contract Documents	<u>104</u>	<u>12,896</u>	
Project Total	492	\$61,008	\$5,000

To offer a detailed break-down of fees:

Task	Manhours	Fee
Programming		
Project Start	2	
Site Visit – 2 DIG	18	
Code Research	4	
Workshop #1 – 2 DIG	20	
Results Download	8	
Circulation Analysis	16	
Preliminary Signage Location Plan	20	
Preliminary Signage Message Schedule	20	
Meeting #1 Prep	4	
Meeting #1 – 2 DIG	<u>16</u>	
Phase I/Programming Sub-total	128	\$15,872
Schematic Design		
Develop 3 Schematic Design Options with Pricing	52	
Meeting #2 Prep	4	
Meeting #2 – 2 DIG	16	
Revisions to SD Package	16	
Update Signage Location Plan/Message Schedule	10	
Meeting #3 – 2 DIG	16	
Project Management	<u>22</u>	
Phase II/Schematic Design Sub-total	136	\$16,864



Phase III/Design Development		
Update Documents to Design Development	40	
Incorporate/Finalize Code Requirements	4	
TxDOT Coordination	8	
Meeting #4 Prep	4	
Meeting #4 – 1 DIG	8	
Finalize Design Development Package	20	
Update Programming Documents	10	
Conference Calls/Project Management	<u>30</u>	
<i>Phase III/Design Development Sub-total</i>	124	\$15,376
Phase IV/Contract Documents		
Update Documents to Contract Documents	60	
Finalize Signage Location Plans	10	
Finalize Signage Message Schedule	10	
Bid Manual Documentation	10	
Project Management	<u>14</u>	
<i>Phase IV/Contact Documents Sub-total</i>	104	\$12,896
PROJECT TOTAL	492	\$61,008

Meetings

If Client requests DIG to attend any additional meetings (such as meetings with TxDOT, public meeting and/or presentation to City Council – all of which are not assumed in this proposal), DIG would charge hourly at \$124/hour per person plus potential travel-related expenses. DIG would assume most meetings would require approximately 4 to 8 manhours per person, or \$496 to \$992 per person.

AGREED AND ACCEPTED

AGREED AND ACCEPTED

CITY OF TEXAS CITY

DIG STUDIOS, INC.

This ____ day of September, 2016

This ____ day of September, 2016

By: _____

By: _____

Lee Jones
 President/CEO

Printed Name: _____

Title: _____



Attachment A Terms & Conditions

Reimbursable Expenses for Graphic Design shall be defined as our actual expenditures made in the interest of the Project. These include expenses of transportation and living when traveling in connection with the Project (automobile at our cost per mile); expense of blueprinting and/or photocopying reproductions and reproduction of specifications; expense of courier service, shipping and delivery charges; plan checking, permits, or other fees assessed by any authority; and the preparation of perspectives or models or other promotional type materials.

Additional Services other than those described above shall be performed by us when requested by the Client, and agreed to by DIG in writing, and shall be compensated for as Additional Services according to the following hourly rates:

Principal-in-Charge	\$180.00 per hour
Sr. Project Designer/Manager	\$125.00 per hour
Project Designer	\$110.00 per hour
Designer/Production	\$100.00 per hour
Jr. Designer/Production	\$ 90.00 per hour

Revit Deliverable - The only documents that DIG can produce in Revit are the project's Signage Location Plans. No additional fees will be required if the Signage Location Plans are developed using Revit or CADD. DIG is capable of accepting and modifying either platform. No other project deliverables lend themselves to the Revit system as the Signage Message Schedule is a database program (FileMaker), the Design Documents are created on Mac-based Adobe software as are the Contract Documents. These documents can all be provided to the Project Team as Adobe pdf files for their record copy.

Indemnification and Liability for Loss or Damages- The Client and DIG ("Party/Parties") acknowledges and agrees to the extent permitted by law, during and after the term of this Agreement, to each be solely responsible for and to bind and obligate each Party to release, acquit, forever discharge and hold harmless, save and indemnify the other Party as well as its successors and assigns, shareholders, employees, agents, representatives, officers, directors, legal representatives, attorneys, and all other persons in privity with them, from and against any and all contract obligations, debts, liabilities, losses, damages, claims, costs, lawsuits, and/or judgments, including any reasonable attorneys' and/or accounting fees, and costs of Court, directly or indirectly incurred by each Party as a result of or in connection with the Party's respective business activities as set forth under this Agreement and for all claims for direct or indirect damages to property or for injury to any person or persons caused solely by the Party's own willful misconduct, negligence (either simple or gross), or fault. Nothing in this section shall be deemed a waiver of the right to either party to pursue any legal remedies against the other for a breach of this Agreement.

DIG shall prepare all documents and things required by this Contract including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for bidding and shall be in conformity and comply with all applicable law, codes and regulations. The standard of care for all professional services performed or furnished by DIG under this Agreement will be the skill and care used by members of DIG's profession practicing under similar circumstances at the same time and in the same locality. DIG makes no warranties, express or implied, under this Agreement or otherwise, in connection with DIG's services.

Payment of compensation for Basic and Additional Services and Reimbursable Expenses shall be made monthly upon receipt of correct invoices for services performed and expenses incurred. Should invoices remain unpaid for a period of thirty (30) days, DIG shall have the right to refuse to render further service and such act shall not be deemed a breach of the final Agreement. Payments to DIG under the final Agreement are due upon receipt.

Ownership of Electronic Media- The Parties hereto understand and agree, to the extent permitted by law, that misuse (including reuse by anyone other than the Owner or Client, for whom the design documents were prepared), misinterpretation, or modifications to DIG design documents by anyone other than DIG may result in adverse consequences that DIG can neither predict nor control.

Therefore, if Client requests of DIG to deliver Design Documents in machine readable format to Client, the Client acknowledges and agrees to bind and obligate itself to release, acquit, forever discharge, hold harmless, save and indemnify DIG, its shareholders, officers, directors, and employees from all suits, claims, damages or liability, including, but not limited to, all expenses of litigation, court costs, and attorneys' fees arising out of, or related, to any claims in any way connected with the use, misuse, modification, misinterpretation, alteration, or reuse by others of the machine readable materials provided by DIG to Client.

Client further acknowledges and agrees that the foregoing indemnification applies, without limitation, to any use of the machine-readable materials on other projects, excepting only such use as may be authorized, in writing by DIG. Client understands and expressly represents to DIG that this agreement is intended to fully indemnify DIG except in cases of DIG's sole negligence or on those Client projects to which DIG is under contract to apply the Signage Design Standards.

Termination- This Agreement may be terminated by either party upon seven days' written notice. In the event of termination, DIG shall be paid by Client for services performed to termination date, including Reimbursable Expenses then due.

Termination of this Agreement under any circumstances shall not abrogate, impair, release or extinguish any debt, obligation or liability of either of the Parties to the other which may have accrued or been incurred hereunder. All covenants and agreements of the Parties, which by their terms or by reasonable implication are to be performed hereunder, in whole or in part, after the termination of this Agreement, shall survive such termination.

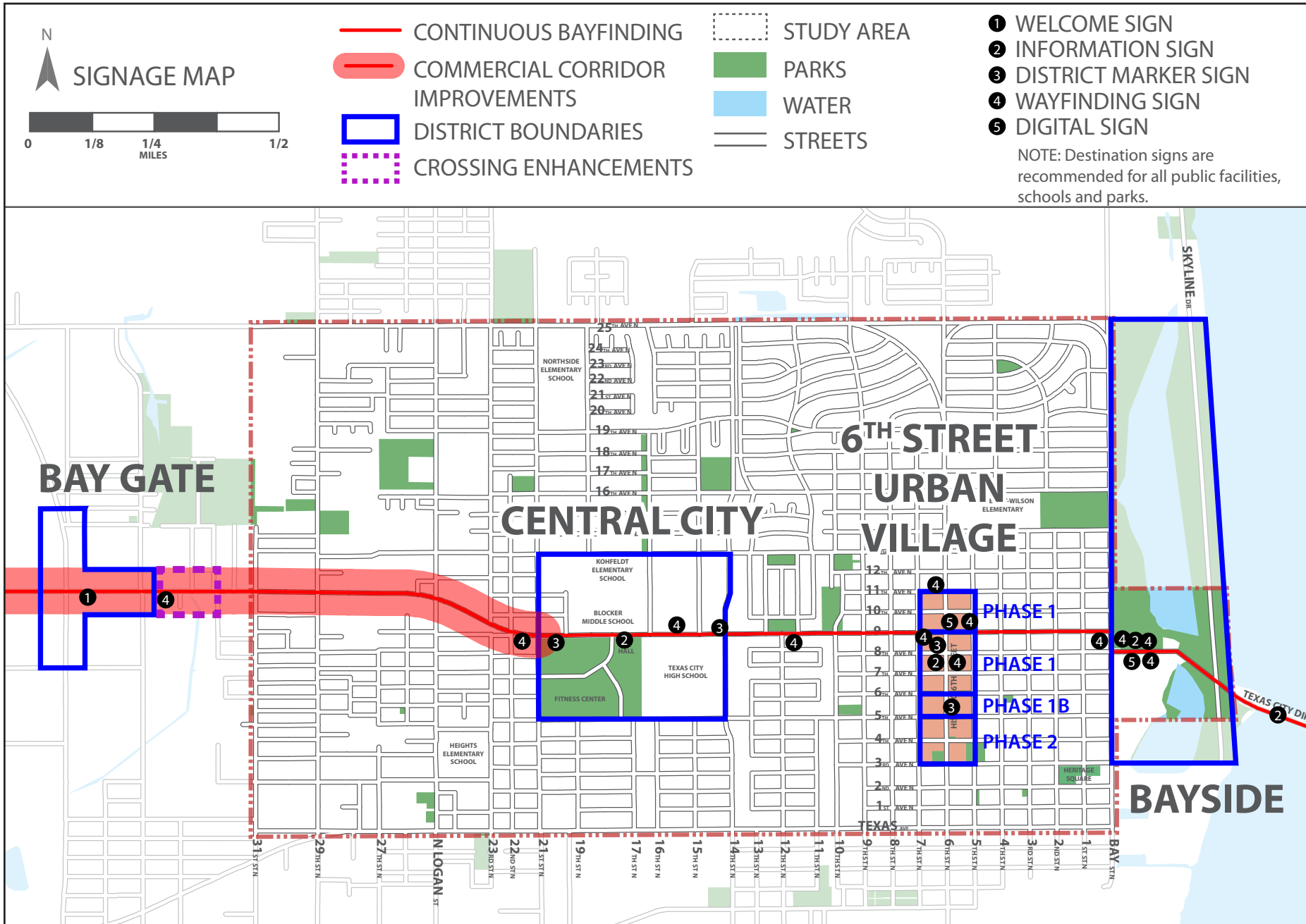
Controlling Law- This Agreement, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by the laws of the State of Texas, without regard to conflict of laws.

Venue for Legal Actions- For purposes of determining venue in the event that legal action is brought by either party under this Agreement, this Agreement shall be deemed performable in Galveston County, Texas, in all respects, and the parties specifically agree to bring any and all legal action(s) regarding interpretation, enforcement, and/or any other aspect of this Agreement in the courts of Galveston County, Texas. This Agreement, including all matters relating to the validity, construction, performance, and enforcement thereof, shall be governed by the laws of the United States of America and the State of Texas, without reference to the conflict of law principles of either body of law.

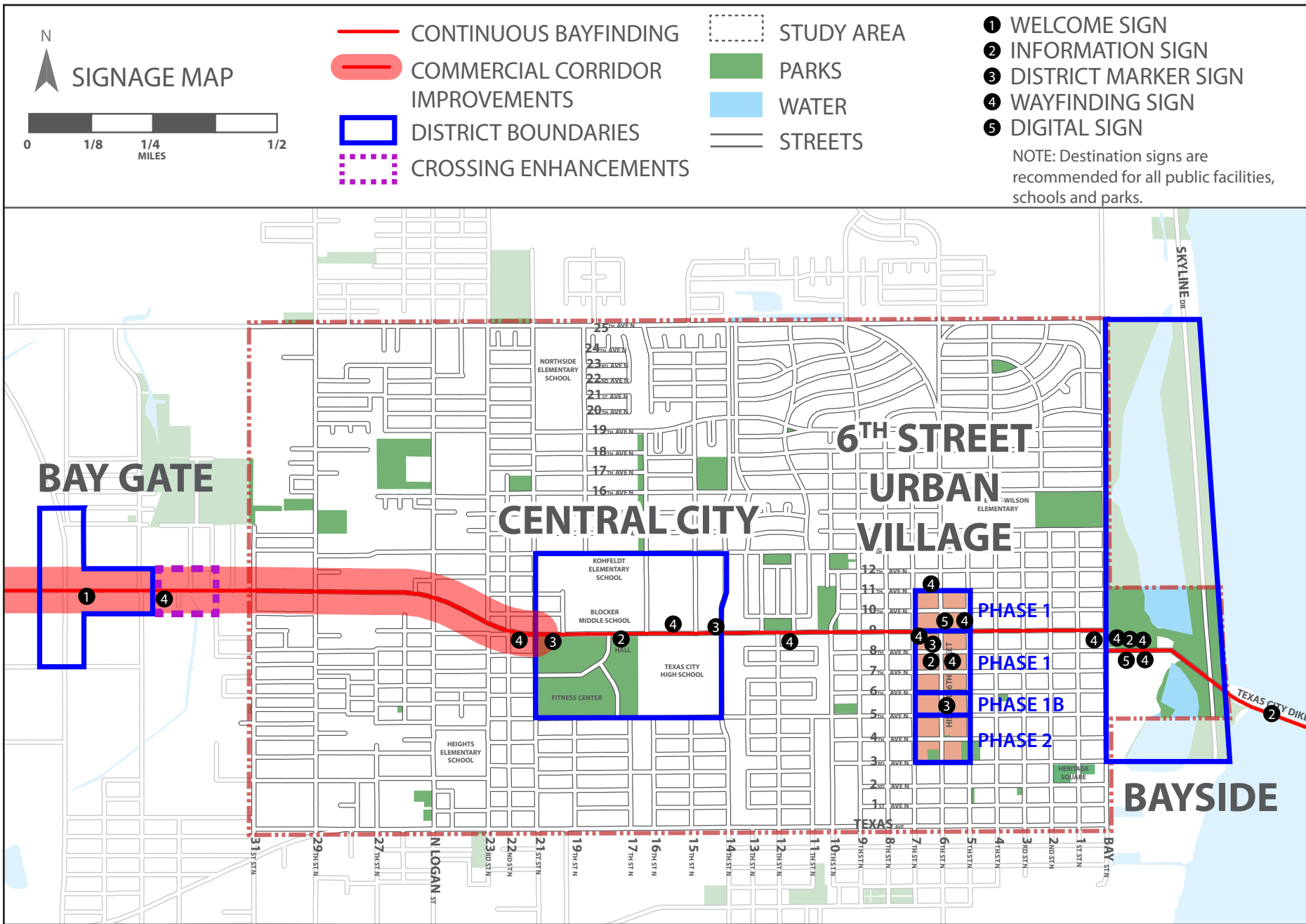
Complete Understanding- This Agreement constitutes the complete and entire agreement between the Parties hereto and no statement, representation, warranty or covenant has been made by either of the Parties with respect to this agreement except as expressly set forth herein.

Modification- This Agreement shall not be altered, modified, amended or terminated (other than in accordance with the provisions hereof) except by a written instrument signed by the authorized representatives of each Party.

Non-Waiver- No failure by DIG to take action on account of any breach or default by the other party of any terms and provisions of this Agreement shall operate as a waiver of such default or breach nor constitute a waiver of any other breach or the performance required by the other party hereunder.



Map 21: Bayfinding Signage Key Map



Map 19: Bayfinding Signage Key Map

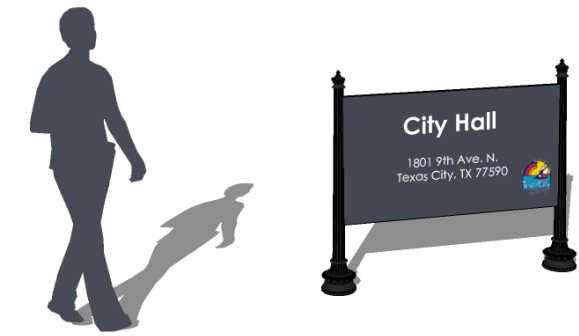
1.2 IMPLEMENT A BRANDING AND SIGNAGE DESIGN MASTER PLAN

that sets standards for the design and implementation of wayfinding signage throughout the Livable Center and surrounding community. The Master Plan will ensure that the wayfinding signage placed along streets and sidewalks will be coordinated with the signage on the hike and bike trails, as well as across the districts and nodes. Design signage themes that relate to the character and identity of each node and spine, visually differentiating and providing critical information about each area. A Request for Qualifications (RFQ) could be published to solicit design teams and partners interested in developing the Branding and Signage Design Master Plan, including signage designs and district themes.

Wayfinding signage should be kept simple to avoid confusion and maintain clarity—there should be no more than three to four arrows per sign to prevent visual clutter. Signage should be incorporated into all major districts, at all important municipal buildings, and key destinations. Since a major strategy of the wayfinding program is to lead visitors and residents to the Bay, an arrow should always be pointing to the Bay on all directional signage and information signage. The purpose of Bayfinding is to reinforce the character and identity of the nodes and districts, and to help brand these areas as unique destinations.



WELCOME SIGN



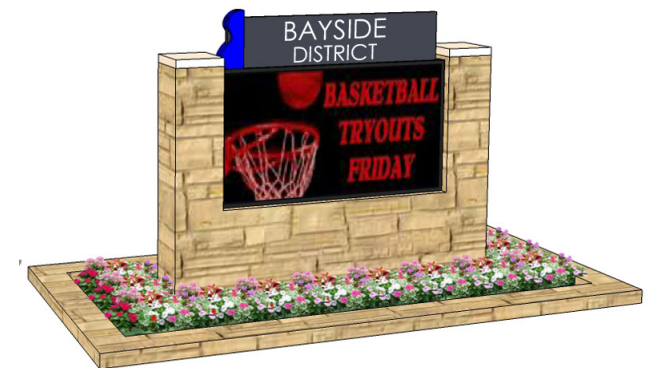
DESTINATION SIGN



HIKE-AND-BIKE TRAIL SIGNAGE

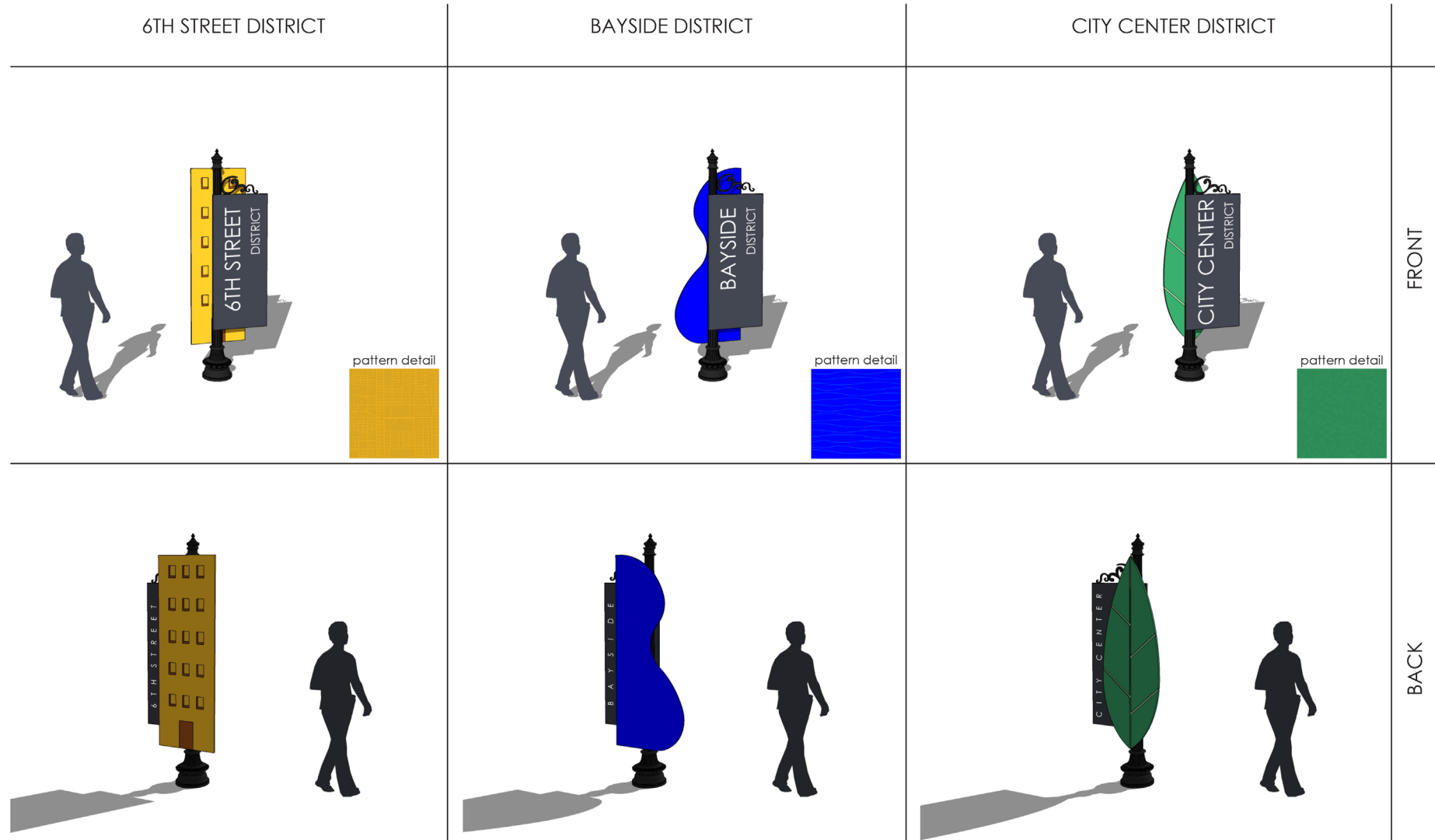


MAP INFORMATION SIGN



DIGITAL SIGN

DISTRICT MARKERS



TCEDC Agenda

2. f.

Meeting Date: 10/17/2016

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 16-10, approving the purchase and installation of a monument sign and bike racks on 6th Street.

BACKGROUND

It is proposed that the TCEDC approves an amount not to exceed \$60,000 for construction and installation of a 6th Street monument sign and three bicycle racks as proposed by the Livable Centers Study. City staff will submit an application for a \$25,000 grant from HGAC to help fund this project, reducing the overall contribution by the TCEDC. The monument sign includes an electronic message board to announce events, store specials, information, etc. The plan calls for 3 bike racks at roughly \$2,000 each and match the existing benches and trash cans in style. The monument sign is expected to run roughly \$47,000. There is some preparation expenses the city will need to perform on both.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution No. 16-10 - Installation of sign and bike racks

Monument Sign Design

Monument Sign Cost Estimate

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 16-10

A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF A MONUMENT SIGN AND BICYCLE RACKS ON 6TH STREET; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (TCEDC), duly held on October 17, 2016, a general discussion was held concerning the approval for the purchase and installation of a monument sign and three (3) bicycle racks on 6th Street; and

WHEREAS, it is proposed that the TCEDC approves an amount not to exceed \$60,000 for construction and installation of a 6th Street monument sign and three (3) bicycle racks as proposed by the Livable Centers Study; and

WHEREAS, City staff will submit an application for a \$25,000 grant from HGAC to help fund this project, reducing the overall contribution by the TCEDC; and

WHEREAS, the monument sign includes an electronic message board to announce events, store specials and other related information; and,

WHEREAS, the plan calls for three (3) bicycle racks that cost about \$2,000 each and the monument sign is expected to cost about \$47,000.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves Resolution No. 16-10, for the purchase and installation of a monument sign and three (3) bicycle racks on 6th Street.

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

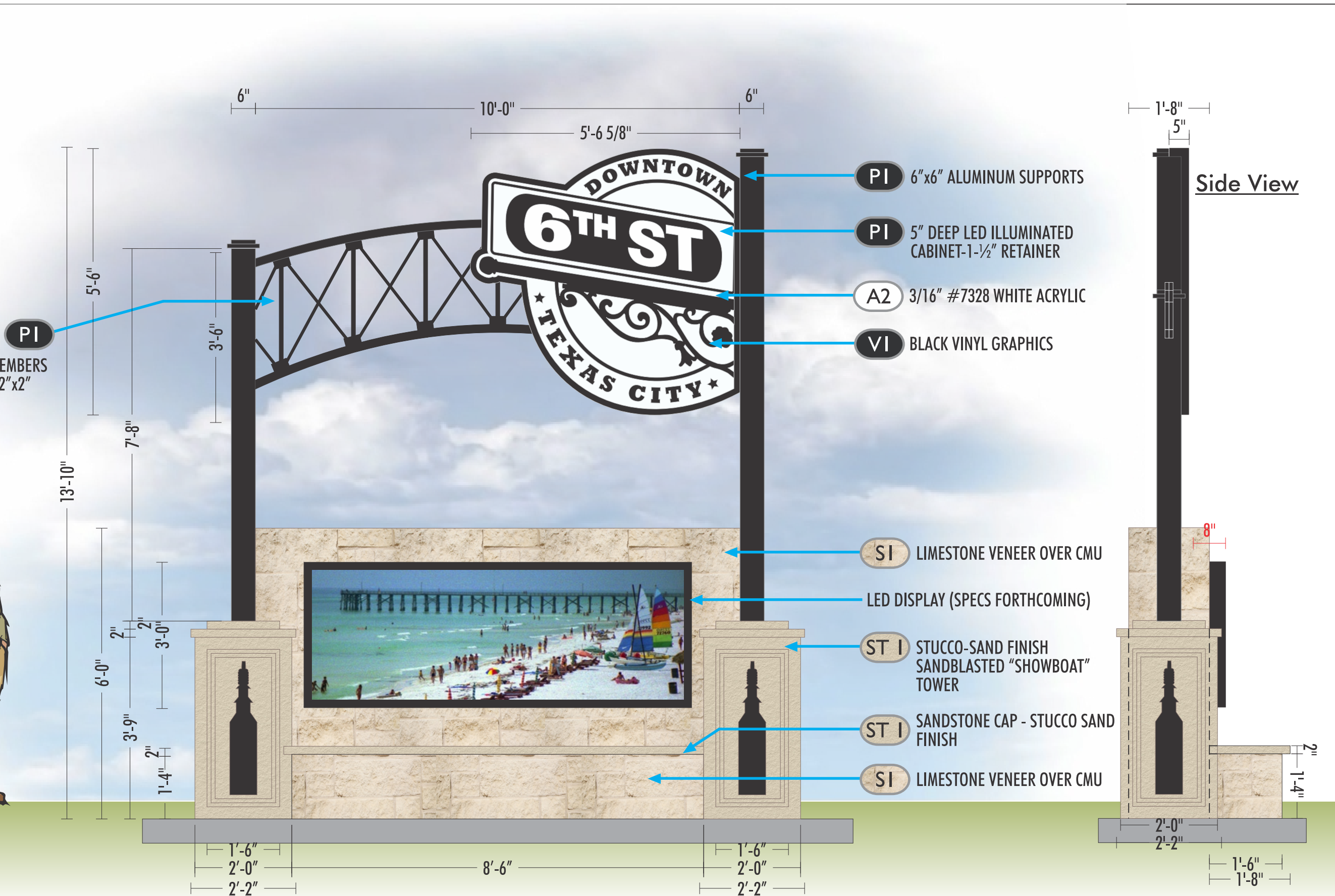
PASSED AND ADOPTED this 17th day of October, 2016.

CHAIRPERSON/VICE-CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

Michelle L. Garcia
BOARD SECRETARY
Texas City Economic Development Corporation

- SIGN TYPE**
MFG & INSTALL (1) S/F LED DISPLAY MONUMENT
- PAINT SPEC**
PAINT COLOR - SATIN FINISH
 P1: BLACK
 P2: WHITE
- MATERIAL SPEC**
 ST : STUCCO (TBD)
 S1 : LIMESTONE VENEER (TBD)
 A2 : 3/16" #7328 WHITE ACRYLIC



1/8" ALUMINUM CROSS MEMBERS AND PLATES WELDED TO 2"x2" ALUMINUM



Scale: 1/2" = 1'-0"

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 4DSignworx.com

PROJECT: TEXAS CITY
 LOCATION: 800 BAY ST. NORTH & 822 6TH ST. N
 CITY/STATE: TEXAS CITY 77590
 SALES REP: RA
 DATE: 8/9/2016
 ARTIST: KM

Drawing #: PRO16-0773-6
 File Name: TEXAS CITY

Revisions

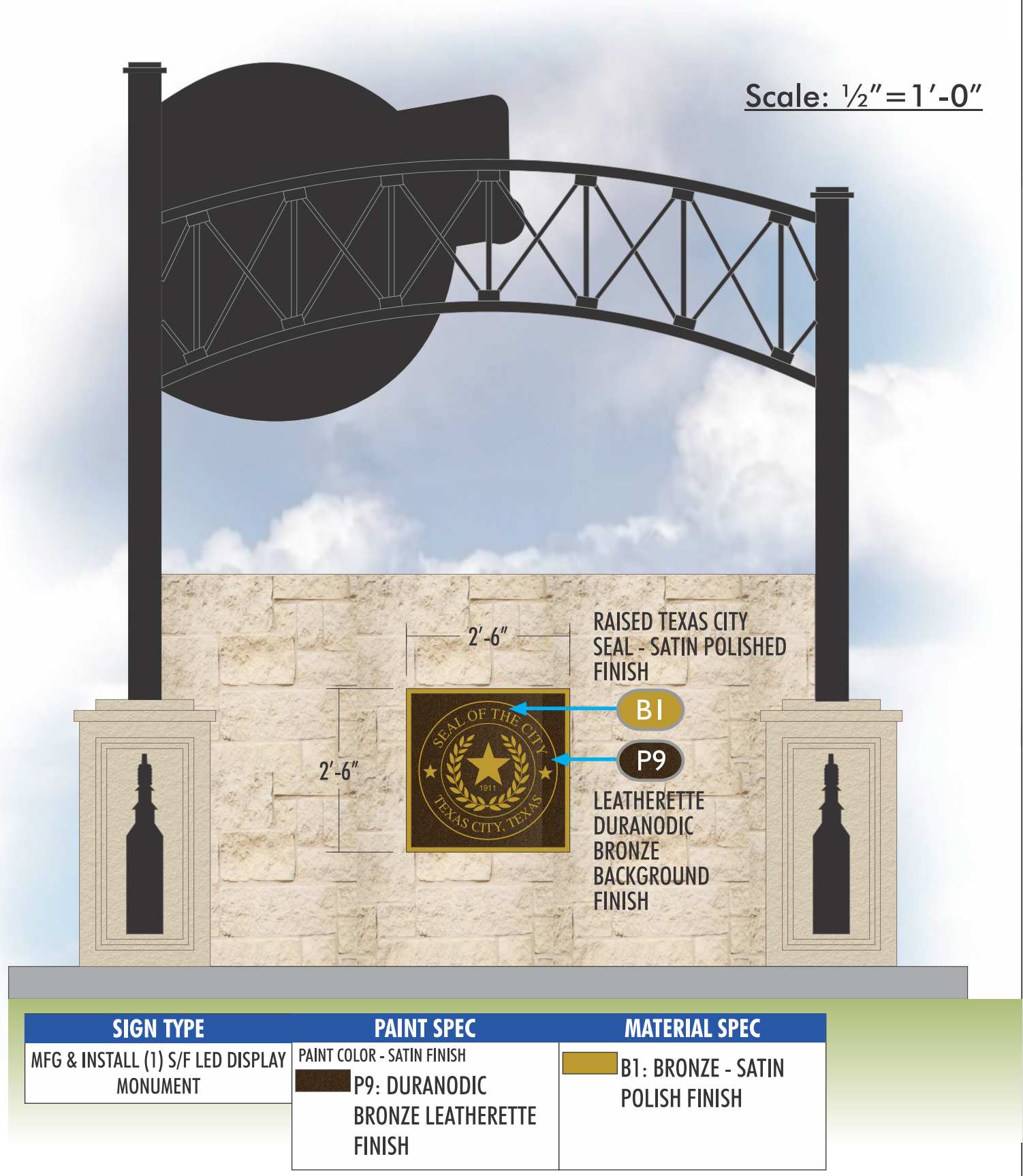
Approval: _____ Estimation A B C
 Approval: _____ For actual colors of items depicted in this design refer to samples, as monitors & printers vary.
 Approval: _____ Client is responsible for supplying vector and/or high-res typical branding files prior to production to avoid a set-up fee.
 Approval: _____

Lighted
 20 AMPS @ 120 VOLTS
 20 CIRCUITS @ 120 VOLTS
 PAGE 5 OF 7



Day View

Photo Rendering Not to Scale



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PROJECT: TEXAS CITY
 LOCATION: 800 BAY ST. NORTH & 822 6TH ST. N
 CITY/STATE: TEXAS CITY 77590
 SALES REP: RA
 DATE: 8/9/2016
 ARTIST: KM

Drawing #: **PRO16-0773-6**
 File Name: **TEXAS CITY**

Revisions

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Lighted

20 AMPS @ 120 VOLTS

20 CIRCUITS @ 120 VOLTS

PAGE 6 OF 7

Night View

Photo Rendering Not to Scale



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4DSignworx.com

PROJECT: TEXAS CITY
 LOCATION: 800 BAY ST. NORTH & 822 6TH ST. N
 CITY/STATE: TEXAS CITY 77590
 SALES REP: RA
 DATE: 8/9/2016
 ARTIST: KM

Drawing #: **PRO16-0773-6**
 File Name: **TEXAS CITY**

Revisions

Approval: _____ Estimation A B C
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 Approval: _____

Lighted

20 AMPS @ 120 VOLTS
 20 CIRCUITS @ 120 VOLTS

PAGE 7 OF 7



4D SIGNWORX

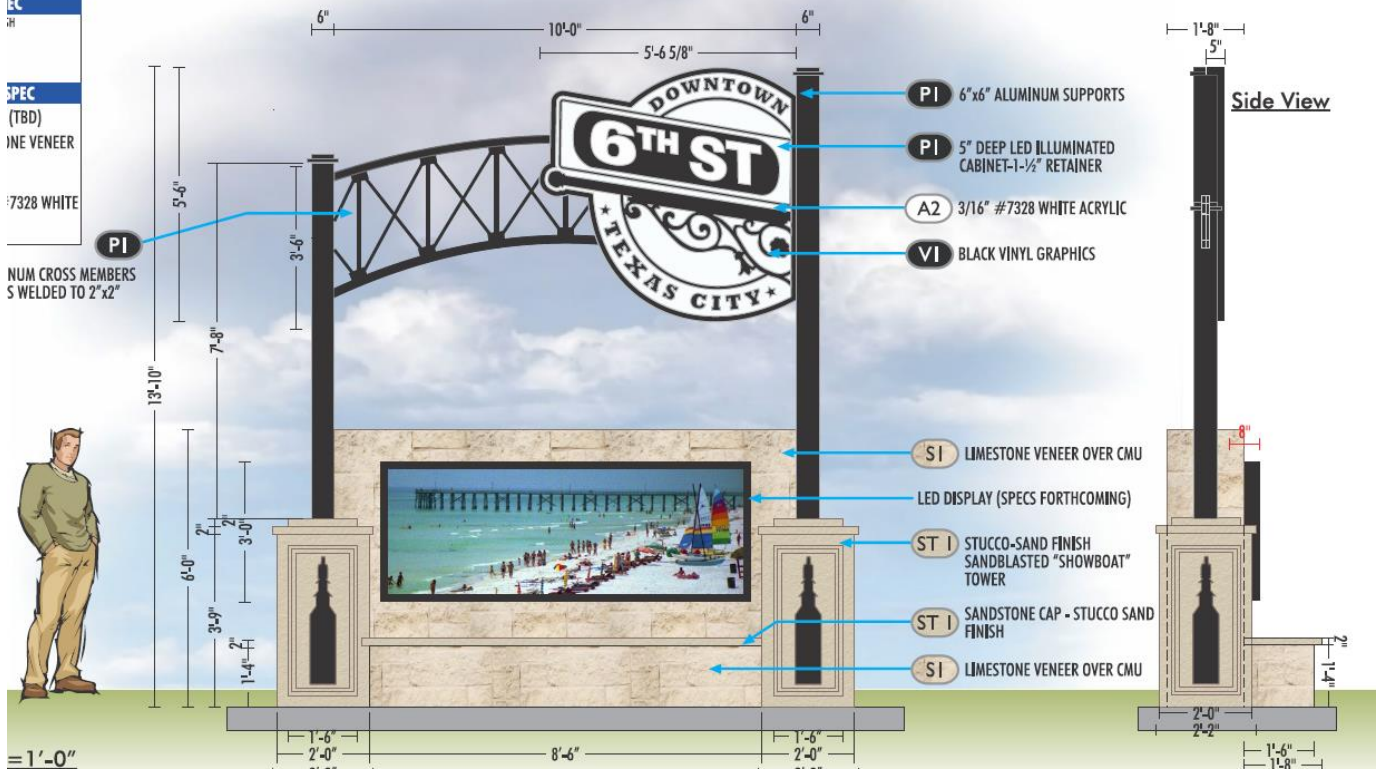
2022 Pech Road • Houston, Texas 77055 • P: 713.984.2010 • F: 713.984.8064

LED DISPLAY
IT
EC
SH

SPEC
(TBD)
LINE VENEER

7328 WHITE

NUM CROSS MEMBERS
S WELDED TO 2"x2"



Bid Amount: \$47,630.00	Sales Tax: EXEMPT	Total: \$47,630.00	Down Payment: \$31,753.01
--	------------------------------------	-------------------------------------	--

PRODUCTION WILL NOT BEGIN UNTIL RECEIPT OF DOWN PAYMENT, SIGNED CONTRACT, AND WRITTEN APPROVAL OF ARTWORK. _____ (initial)

PROPOSAL SPECIFIC CONDITIONS:

ELECTRICAL CONNECTIVITY: It is agreed that Buyer is to furnish all primary electrical service required. All electrical signage requires a minimum of (1) dedicated circuit and must be run on a Time Clock or Photocell in order to maintain the Warranty provided. "Post-Installation" trips required or related to any electrical issues will be at the buyer's expense. _____ (initial)

SELLER'S RIGHT OF POSSESSION: Buyer recognizes and consents that all merchandise agreed to herein and above can be recalled, retaken, or repossessed until full and final payment is received by 4D Signworx, LLC. *ALL BALANCES ARE DUE UPON COMPLETION OF JOB, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE IN ADVANCE.* If balance is not paid as agreed upon, 4D Signworx, LLC reserves the right to file judgments for the total amount due including any additional expenses incurred in the process.

- Deadlines are met when the customer has provided all the required information, within the required timeframe.
- Customer must notify 4D Signworx LLC of any governing entities in which signage approval is required prior to commencing work, as well, customer is responsible for obtaining these approvals; ie. Property Management Companies, Landlord, HOA or any other Associations.

TCEDC Agenda

2. g.

Meeting Date: 10/17/2016

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 16-11, ratifying the purchase of a 15' decorative pole clock from The Verdin Company to be placed on 6th Street.

BACKGROUND

It is proposed that the TCEDC ratifies the purchase of a 15' decorative pole clock from The Verdin Company to be placed on 6th Street for an amount not to exceed \$22,000. The purchase price of the clock is \$18,252. The balance will cover materials for installation. As seen in other communities throughout the country, it is traditional to have a prominent clock in historic downtown areas. This clock will be also serve as a statement piece that helps build the identity of 6th Street in line with the recommendations from the Livable Center Study.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Rendering

Specifications

Verdin Contract

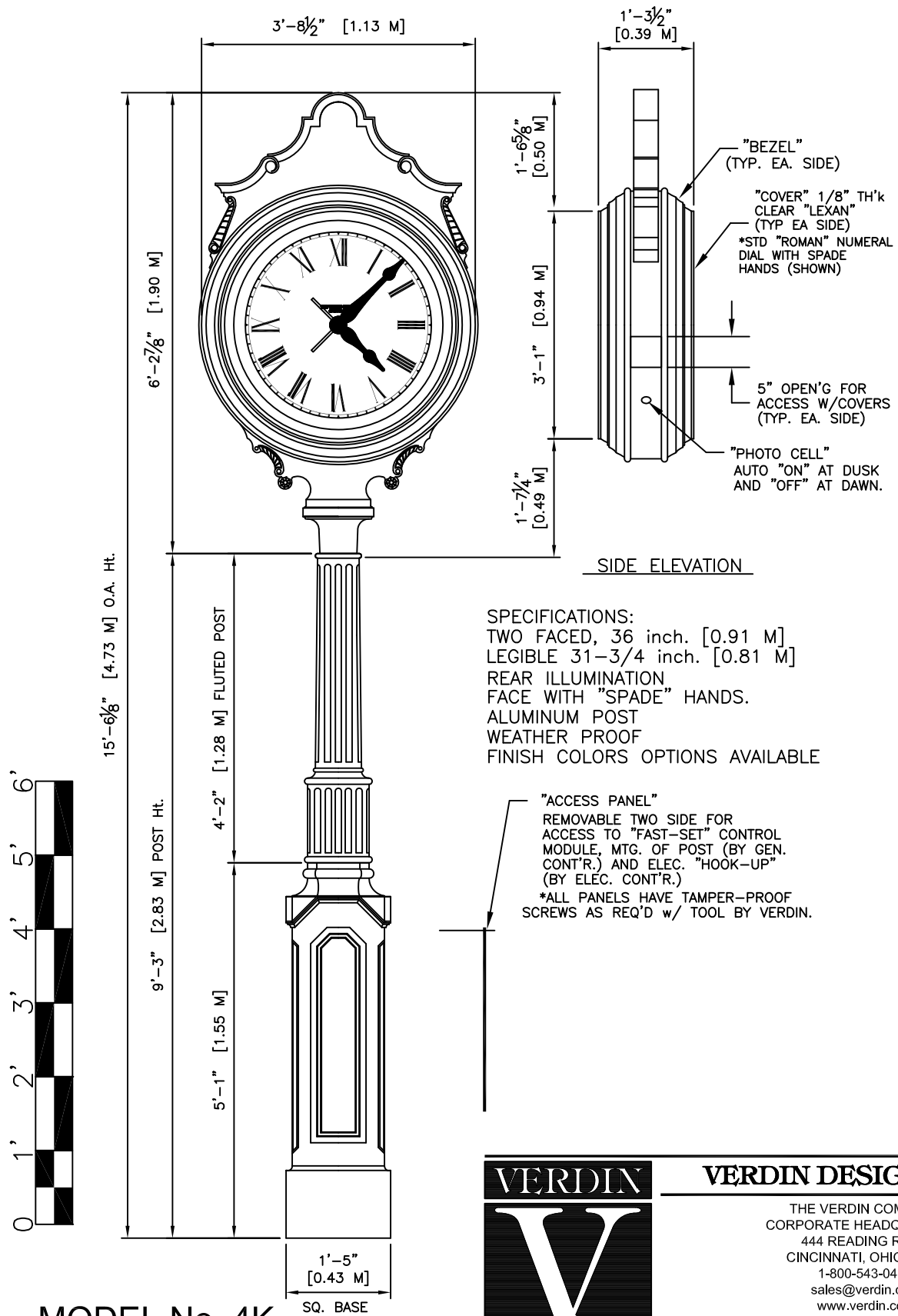


RENDERING PREPARED FOR:
City of Texas City
Texas City, Texas
Rendering #4 - Model 4K
August 8, 2016

This photo-rendering is an approximation of the Verdin clock on your site and is not intended to be used as final artwork for header text and dial art.

PROPERTY OF THE VERDIN COMPANY
Cincinnati, OH/800-543-0488/www.verdin.com

HOWARD REPLICA



SIDE ELEVATION

SPECIFICATIONS:
 TWO FACED, 36 inch. [0.91 M]
 LEGIBLE 31-3/4 inch. [0.81 M]
 REAR ILLUMINATION
 FACE WITH "SPADE" HANDS.
 ALUMINUM POST
 WEATHER PROOF
 FINISH COLORS OPTIONS AVAILABLE

"ACCESS PANEL"
 REMOVABLE TWO SIDE FOR
 ACCESS TO "FAST-SET" CONTROL
 MODULE, MTG. OF POST (BY GEN.
 CONT'R.) AND ELEC. "HOOK-UP"
 (BY ELEC. CONT'R.)
 *ALL PANELS HAVE TAMPER-PROOF
 SCREWS AS REQ'D w/ TOOL BY VERDIN.

MODEL No. 4K
 Scale: 1/2" = 1' 0"



VERDIN DESIGN GROUP

THE VERDIN COMPANY
 CORPORATE HEADQUARTERS
 444 READING ROAD
 CINCINNATI, OHIO 45202
 1-800-543-0488
 sales@verdin.com
 www.verdin.com

THIS DESIGN CONCEPT IS THE EXCLUSIVE PROPERTY OF THE VERDIN COMPANY, AND MAY NOT BE COPIED, REPRODUCED, MANUFACTURED, MARKETED, OR SOLD IN WHOLE OR ANY PART THEREOF WITHOUT THE EXPRESS WRITTEN CONSENT OF THE VERDIN COMPANY. 444 READING ROAD, CINCINNATI, OHIO.



BELLS • CARILLONS • CLOCKS

STREET CLOCK ORDER FORM

THE VERDIN COMPANY
 444 READING ROAD - CINCINNATI, OHIO - 45202
 PHONE: (513) 241-4010 FAX: (513) 241-1855 TOLL FREE: 1-800-543-0488
 www.VERDIN.COM

DATE: August 22, 2016

SOLD TO: City of Texas City
 CONTACT: James Hartshorn
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____
 TELEPHONE: _____ FAX: _____

INSTALL AT: City of Texas City
 CONTACT: James Hartshorn
 ADDRESS: tbd
 CITY: Texas City
 STATE: Texas ZIP: 77590
 TELEPHONE: (409)643-5919 FAX: _____

MODEL	QTY.	NOTES
TWO-FACE <u>4K</u> <u>Howard Replica</u>	1	
FOUR-FACE _____		
COURTYARD _____		
DIAL FACE <u>Roman</u>		
CLOCK COLOR <u>Black</u>		
ACCENT PAINTING <u>Gold</u>		
CUSTOM HEADER <u>X</u> <u>Texas City</u>		
CUSTOM LIGHTING _____		
CUSTOM CLOCK _____		
VERDIN MASTER CLOCK CONTROLLER <u>X</u>	1	
Optional GPS Interface _____		
TOWN CRIER CARILLON w/SPEAKERS. _____		
OTHER OPTIONS _____		
INSTALLATION <u>Customer Installation</u>		
FREIGHT <u>INCLUDED</u>		
APPROXIMATE DELIVERY DATE <u>TO BE DETERMINED</u>		

All delivery dates subject to final acceptance by The Verdin Co.		"X" Below To Accept Option	Option Cost	
Option #1	_____			
Option #2	_____			
Option #3	_____			
SUBTOTAL (excluding tax)*				\$18,252.00
% Sales Tax (if applicable)				
Deposit (50% w.Order)*				\$9,126.00
BALANCE DUE UPON DELIVERY*				\$9,126.00
Specify Other Payment Terms Below				
				*Add cost of accepted options to total purchase price and deposit. PURCHASER RESPONSIBLE FOR PAYING ALL TAXES.

Purchaser TCEDC Sales Representative Andy Rebber

Authorized Signature [Signature] Authorized Signature _____
 By signing, Purchaser acknowledges that it has read and accepted the attached Additional Terms & Conditions which are incorporated into this Order. Order not binding until signed by authorized Verdin representative.

Title Economic Dev. Director Date 8/24/16 Title Sales manager Date 8/22/2016

TCEDC Agenda

2. h.

Meeting Date: 10/17/2016

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 16-12, ratifying the purchase and install of a new electrical panel in the TCEDC building located at 611 6th Street North, currently occupied by the Galveston Art League.

BACKGROUND

The TCEDC building located at 611 6th Street North, currently occupied by the Galveston Art League, was in need of updates to the electrical infrastructure. Two outdated electrical panels were replaced with one new electrical panel that meets current code requirements. The total cost for parts and installation is \$1,850. This expense is in addition to the \$5,000 in expenditures approved in Resolution 16-05 during the previous TCEDC meeting held on June 29, 2016.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution No. 16-12 - Ratifying purchase and Installation of electrical panel

Quote

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 16-12

A RESOLUTION RATIFYING THE PURCHASE AND INSTALLATION OF A NEW ELECTRICAL PANEL IN THE TCEDC BUILDING LOCATED AT 611 6TH STREET NORTH, CURRENTLY OCCUPIED BY THE GALVESTON ART LEAGUE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (TCEDC), duly held on October 17, 2016, a general discussion was held concerning the ratification for the purchase and installation of a new electrical panel in the TCEDC building located at 611 6th Street North, currently occupied by the Galveston Art League; and

WHEREAS, the TCEDC building located at 611 6th Street North, currently occupied by the Galveston Art League, was in need of updates to the electrical infrastructure; and

WHEREAS, two outdated electrical panels were replaced with one new electrical panel that meets the current code requirements; and,

WHEREAS, the total cost for parts and installation is \$1,850, and this expense is in addition to the \$5,000 in expenditures approved in Resolution 16-05 during the previous TCEDC meeting held on June 29, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves Resolution No. 16-12, for the purchase and installation of a new electrical panel in the TCEDC building located at 611 6th Street North, currently occupied by the Galveston Art League.

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

PASSED AND ADOPTED this 17th day of October, 2016.

CHAIRPERSON/VICE-CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

Michelle L. Garcia
BOARD SECRETARY
Texas City Economic Development Corporation

Quality Work by Qualified Workers

Date: 7/15/16

Customer: City of Texas City

Location: 611 6th Street

Thank you for the opportunity to budget the following scope of work.

1. Remove (2) existing panels.
2. Install (1) new panel with enough breaker space for existing circuits.

The price for this scope is \$1,850.00. Tax not included.

All work performed during normal business hours. This work will be performed using the Buy Board contract (461-14).

Thank you,

Grady Mack

This price is guaranteed for thirty days unless otherwise noted.

P O Box 36, 1319 First Street, La Marque, TX 77568 Phone 409-935-2416 Fax 409-935-2428

TCEDC Agenda

2. i.

Meeting Date: 10/17/2016

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 16-13, authorizing the expenditure of funds to initiate implementation of projects associated with the Livable Centers Study.

BACKGROUND

It is proposed that the TCEDC allocates \$750,000 for projects pertaining to the implementation of recommendations proposed in the Livable Center Study. Examples of projects to be funded include improvements to the trail and bikeways along 9th Avenue North, as well as improvements to the intersection of 9th Avenue North and 6th Street North. It is estimated that improvements to hike and bikeway paths along 9th Avenue would cost \$416,000, and the improvements to the intersection would be \$205,000. There are other similar projects within the Livable Center Study that could be started rather soon such as the tie of 6th Street to Bay Street Park and improvements at Bay Street Park. The City staff is working with HGAC to determine grant eligibility to offset the costs. The TCEDC may have to extend the costs and be reimbursed later.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

[Resolution No. 16-13 - Expenditures of Funds for Livable Centers Study](#)

[Trail and Bikeway Map](#)

[Trail and Bikeway Estimates](#)

[Intersection Overview](#)

[Intersection Estimates](#)

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 16-13

A RESOLUTION AUTHORIZING EXPENDITURE OF FUNDS TO INITIATE IMPLEMENTATION OF PROJECTS ASSOCIATED WITH THE LIVABLE CENTERS STUDY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (TCEDC), duly held on October 17, 2016, a general discussion was held concerning the expenditures of funds to initiate implementation of projects associated with the Livable Centers Study; and

WHEREAS, it is proposed that the TCEDC allocates \$750,000 for projects pertaining to the implementation of recommendations proposed in the Livable Center Study; and

WHEREAS, it is estimated that improvements to hike and bikeway paths along 9th Avenue would cost \$416,000, and the improvements to the intersection would be \$205,000; and,

WHEREAS, the City staff is working with HGAC to determine grant eligibility to offset the costs.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves Resolution No. 16-13, authorizing the expenditure of funds to initiate implementation of projects associated with the Livable Centers Study.

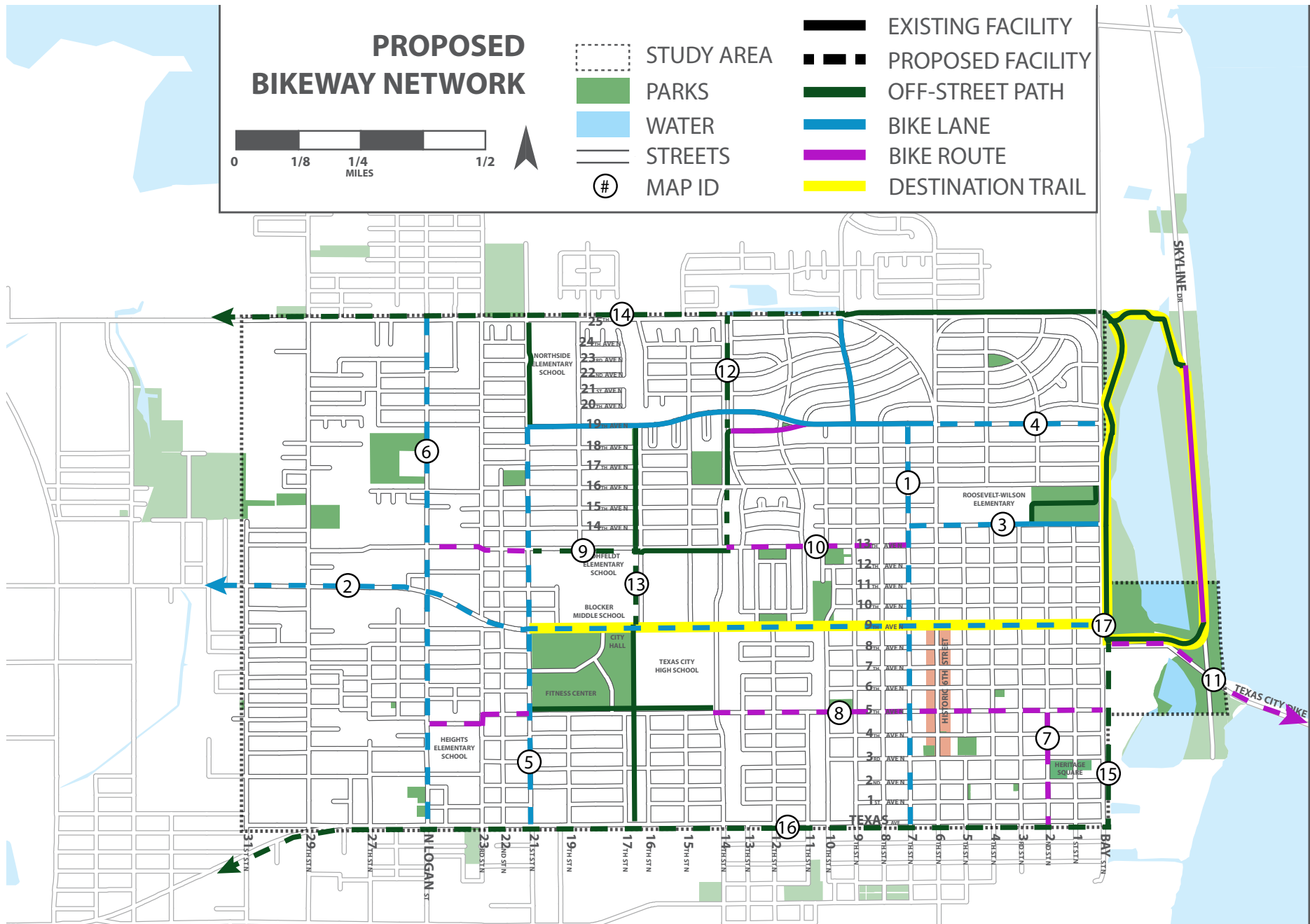
SECTION 2: This Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 17th day of October, 2016.

CHAIRPERSON/VICE-CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

Michelle L. Garcia
BOARD SECRETARY
Texas City Economic Development Corporation



Map 24: Texas City Bikeway Recommendations

OFF-STREET TRAIL

ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST
10' - 12' Concrete Trail with Amenities	MI	\$750,000.00	1	\$750,000.00
Contingency (25% of Subtotal)				\$187,500.00
Total (Per Mile)				\$937,500.00

ASSUMPTIONS: COST ESTIMATE ASSUMES ASPHALT MEDIUM. COSTS MAY VARY BASED ON RIGHT-OF-WAY CONSTRAINTS, FINAL DESIGN, OR OTHER SITE SPECIFIC CONDITIONS, SUCH AS BRIDGES.

TRAIL AND BIKEWAY NETWORK RECOMMENDATIONS

PROPOSED FACILITY	UNIT	UNIT COST	QUANTITY	TOTAL COST
1. 7th Street N	MI	\$36,238.05	2.61	\$94,671.91
2. 9th Avenue N	MI	\$144,924.78	2.87	\$415,934.12
3. 14th Avenue N	MI	\$36,238.05	0.93	\$33,753.55
4. 19th Avenue N	MI	\$36,238.05	1.09	\$39,628.50
5. 21st Street N	MI	\$36,238.05	2.62	\$94,918.98
6. 25th Street N	MI	\$36,238.05	3.29	\$119,324.76
7. 2nd Street N	MI	\$7,046.74	0.73	\$5,111.56
8. 5th Avenue N	MI	\$7,046.74	2.56	\$18,030.59
9. 13th Avenue N (trail section)	MI	\$937,500.00	0.74	\$692,471.59
10. 13th Avenue N	MI	\$7,046.74	1.84	\$12,985.76
11. Texas City Dike Road	MI	\$7,046.74	1.10	
12. 14th Street N	MI	\$937,500.00	1.11	
13. 16th Street N	MI	\$937,500.00	0.50	
14. 25th Avenue N	MI	\$937,500.00	3.93	
15. Bay Street	MI	\$937,500.00	1.14	
16. Texas Avenue N	MI	\$937,500.00	5.73	

Total Bikeway Recommendation Cost **\$13,173,816.63**

POTENTIAL FUNDING SOURCES: CIP, GRANTS, PUBLIC-PRIVATE PARTNERSHIPS

EXAMPLES OF APPLICABLE GRANT PROGRAMS: SURFACE TRANSPORTATION BLOCK GRANT (STBG), CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM (CMAQ), HIGHWAY SAFETY IMPROVEMENT PROGRAM, NATIONAL HIGHWAY PERFORMANCE PROGRAM



Map 21: 6th Street Urban Village Node Concept Plan

03

6TH STREET URBAN VILLAGE NODE

3.1 Expand upon 6th Street improvements

ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST
Removing Concrete Pavement	SF	\$15.00	10,000	\$150,000.00
5" Decorative Concrete Art Plazas	SF	\$100.00	400	\$40,000.00
11" Stamped Concrete Intersection Design	SY	\$110.00	2,000	\$220,000.00
Decorative Site Furniture (Trash Receptacles)	EA	\$1,800.00	8	\$14,400.00
Ornamental Trees	EA	\$400.00	13	\$5,200.00
Street Trees	EA	\$650.00	40	\$26,000.00
Import Topsoil	CY	\$70.00	400	\$28,000.00
Landscape Irrigation	LS	\$30,000.00	1	\$30,000.00
Compost and Mulch Topdress	CY	\$180.00	400	\$72,000.00
4" Thick Median Pavement	SF	\$6.00	4,300	\$25,800.00
Corner Plaza / Park	EA	\$60,000.00	1	\$60,000.00
Landscape Amenity (4' Bench)	EA	\$4,000.00	10	\$40,000.00
General Project Cost (Workzone, Removal, Roadway, etc.)		\$2,500,000.00	1	\$2,500,000.00
Subtotal				\$3,211,400.00
Contingency (25% of Subtotal)				\$802,850.00
Design and Management (20% of Subtotal + Contingency)				\$802,850.00
Total for Recommendation				\$4,817,100.00

POTENTIAL FUNDING SOURCES: CIP FUNDING, GRANTS, PUBLIC-PRIVATE PARTNERSHIPS

EXAMPLES OF APPLICABLE GRANT PROGRAMS: DOWNTOWN PUBLIC SPACES IMPROVEMENTS PROGRAM, COMMUNITY TREES GRANT PROGRAM, H-GAC TRANSPORTATION IMPROVEMENT PROJECTS (TIP)

ASSUMPTIONS: NUMBER AND TYPE OF TREES, NUMBER AND TYPE OF SITE FURNISHINGS, CROSSWALK DESIGN, LANDSCAPING ON MEDIANS

TCEDC Agenda

2. j.

Meeting Date: 10/17/2016**Submitted By:** Michelle Garcia, City Secretary**Department:** City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 16-14, approving the contract with Xceligent, Inc. for a subscription to their property information database.

BACKGROUND

City staff in the Economic Development Department receive frequent requests for available properties within Texas City and respond to regular requests for proposals from the State of Texas. These requests usually come with specific parameters in regards to size, building type, land types and proximity to various assets. In an effort to make the process of locating suitable properties for various projects faster and more efficient, it is proposed that the TCEDC approves a one-year subscription to a real estate property information database owned and maintained by Xceligent, Inc. The cost of the subscription is \$145 per month. The program is specific to Texas City and includes most properties, both listed and unlisted. Also, if we notice any missing information, they will do the research and provide requested information. The program offers maps, data, pictures, price ranges, demographics, etc. for properties, and it is at a price that is considerably less than similar programs. The City Attorney has signed off on the agreement.

ANALYSIS**ALTERNATIVES CONSIDERED**

Attachments

Resolution No. 16-14 Approve contract with Xceligent Agreement

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 16-14

A RESOLUTION AUTHORIZING THE BOARD CHAIRPERSON TO ENTER INTO A CONTRACT WITH XCELIGENT, INC. FOR A SUBSCRIPTION TO THEIR PROPERTY INFORMATION DATABASE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on October 17, 2016, a general discussion was held concerning the authorization of the Board Chairperson to enter into a contract with Xceligent, Inc. for a subscription to their property information database; and

WHEREAS, in an effort to make the process of locating suitable properties for various projects faster and more efficient, it is proposed that the TCEDC approves a one-year subscription to a real estate property information database owned and maintained by Xceligent, Inc.; and

WHEREAS, the cost of the subscription is \$145 per month; and,

WHEREAS, the Texas City Economic Development Corporation deems it to be in the best public interest and public purpose to allow the Board Chairperson to enter into an agreement with Xceligent.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Texas City Economic Development Corporation hereby approves the Board Chairperson to enter into a contract with Xceligent, Inc. for a subscription to their property information database.

SECTION 2: The Chairman of Texas City Economic Development Corporation or designee is hereby authorized to execute the documents necessary for said agreement on behalf of the Texas City Economic Development Corporation.

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

PASSED AND ADOPTED this 17th day of October, 2016.

CHAIRMAN/PRESIDENT
Texas City Economic Development Corporation

ATTEST:

Michelle L. Garcia
BOARD SECRETARY
Texas City Economic Development Corporation

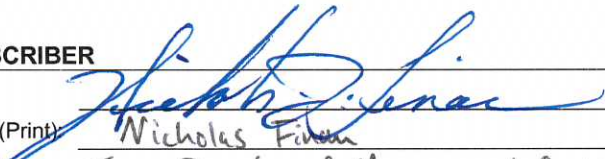
Subscriber Agreement



Subscriber Agreement Special Conditions & Notes City of Texas City - Subscriber

- Founder Discount:** For those companies that execute a Subscriber Agreement prior to August 31, 2016, the Subscriber's standard monthly fee will be discounted from the market rate of \$225 to \$145 per Billable User per month for the first 24 months from the market Go Live date.
- Rate Guarantee:** For subscribers that continue service after the initial 24-month term, the Monthly Service Fee will increase by an amount no greater than \$10 per Billable User per year for an additional 24-month period. This pricing only applies to the CDX Pro product. Additional products developed outside of the scope of CDX Pro will be provided for an additional amount.
- Billing Start Date:** Billing will commence upon the Go Live date.
- Revisions to the Terms and Conditions:** The following clause(s) are, at the request of the client, hereby revised to reflect the following:
 - 11.6 This Agreement and all of the transactions contemplated hereby will be governed by and construed in accordance with the laws of the state of Texas, without regard to any conflict or choice of law principles. The parties expressly agree to submit all disputes concerning this Agreement to the exclusive personal jurisdiction and venue of the federal and state courts sitting in **Galveston County, Texas**.
 - 9.1 Subscriber shall indemnify, **to the extent permitted by law**, Xceligent and its directors, officers, employees and affiliates (collectively, the "Covered Entities") and defend and hold harmless the Covered Entities from and against any and all losses, damages, expenses and liabilities suffered by any of them or to which any of them become subject, resulting from, arising out of or relating to: (1) any claim, action or demand with respect to the business, resources, technology or services of Subscriber (including the Database Content of Subscriber) for: (a) infringement or misappropriation of any intellectual property rights; (b) defamation, libel, slander, obscenity, pornography or violation of the rights of privacy or publicity; or (c) spamming or any other offensive, harassing or illegal conduct or violation of the acceptable use guidelines of the CDX; or (2) the business, resources or services of Subscriber (including the Database Content of Subscriber). Subscriber shall not enter into any settlement that adversely affects Xceligent's rights or interests without first obtaining the prior written consent of Xceligent, as applicable.
- Confidentiality:** Any and all Special Conditions agreed to between Xceligent and Subscriber are to be held in the strictest of confidence. In the event that Subscriber and/or an agent of Subscriber were to disclose information regarding the agreement between Xceligent and Subscriber, any and all discounts shall be null and void and Subscriber shall pay the regular rate licensed agents.

SUBSCRIBER

By: 
Name (Print): Nicholas Finlan
Title: Exec. Director of Management Services
Date: 9/26/16

XCELIGENT, Inc.

By: _____
Name (Print): _____
Title: _____
Date: _____

Subscriber Agreement



Application Date	Xceligent Rep	Metro / Service Area	Term (12 mo. Minimum)
8/29/16	Chris Sheridan	Houston	12
BILLING START DATE	Unless otherwise stated in a supplemental addendum, billing start date will be based on Xceligent's acceptance/execution of this agreement.		

SUBSCRIBER CONTACT INFORMATION		BILLING CONTACT INFORMATION	
Company Name:	City of Texas City	Company Name:	City of Texas City
Email Address:	nfinan@texas-city-tx.org	Billing Contact:	
Web Address:	http://www.texas-city-tx.org	Billing Email:	
Street Address:	1801 - 9th Avenue North P.O. 2608	Street Address:	1801 - 9th Avenue North P.O. 2608
City, State, Zip:	Texas City, TX 77592	City, State, Zip:	Texas City, TX 77592
Phone:	409-643-5927	Phone:	409-643-5927
Fax:	409-643-5952	Fax:	409-643-5952
Contact Person:	Nicholas J. Finan	This space intentionally left blank.	
Contact Phone:	409-643-5927		
Contact Email:			

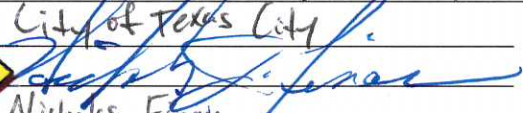
PRODUCTS	SERVICE ACTIVATION FEE
<input checked="" type="checkbox"/> CDX Pro	CDX Pro: 145.00
<input type="checkbox"/> Xceligent Direct (<input type="checkbox"/> Market / <input type="checkbox"/> Company)	Xceligent Direct:
<input type="checkbox"/> Spaceful	Spaceful:

PRICING					
No. Seats	Monthly Price/User	Extended Price/User	Subscriber Type	Number	Monthly Amount
			Brokers/Agents/Users	1	145.00
			Admin		
			Xceligent Direct		
			Spaceful		
Total Monthly Rate>>					145.00
<input checked="" type="checkbox"/> An addendum has been made part of this agreement.					

SUBSCRIBER PAYMENT METHOD					
Credit Card		ACH (Bank Draft)		Invoice:	
<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	If a member opts to pay for service via invoice, only semi-annual and annual options are available. Note that payment must be received before system access will be provided.
<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual	<input type="checkbox"/> Annual	
Credit Card/Bank info on separate page.					

IDENTIFICATION INFORMATION: At least one form of ID info required prior to service activation		
Federal Tax ID:	Drivers License #:	State:

Other terms and conditions of the CDX Service are set forth on the following pages of this Agreement. If the Subscriber is an entity, the undersigned represents that he or she is a duly authorized representative of the entity.

SUBSCRIBER Signature:  Name (Print): <u>Nicholas Finan</u> Title: <u>Exec. Director of Management Services</u> Date: <u>9/26/16</u>	XCELIGENT, Inc. , 103 SE Magellan Dr, Blue Springs, MO 64014 Signature: _____ Name (Print): _____ Title: _____ Date: _____
---	---

If signing on behalf of an entity, I represent that I am a duly authorized representative of the entity shown under "Company Name." If I am representing a corporation, I acknowledge that the execution of this Agreement has been authorized by all necessary corporate actions.

11. **TERMS AND CONDITIONS** –The Terms and Conditions are incorporated herein, and Subscriber acknowledges that Subscriber has been given the opportunity to read, understand and agree to the Terms and Conditions and agree to be bound by such Terms and Conditions.

12. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic delivery will be effective as delivery of a manually executed counterpart of this Agreement.

2. DEFINITIONS

- 2.1 **Access Code:** The log in code and password combination assigned to each User allowing access to the CDX Service.
- 2.2 **CDX (Commercial Data Exchange):** The CDX Application and the Database Content that is available as part of the CDX Service.
- 2.3 **CDX Application:** Xceligent's proprietary software application used to provide the CDX Service.
- 2.4 **CDX Service:** Xceligent's standard web-based commercial real estate service offered by Xceligent that provides subscribers a means to profile commercial real estate property, listing and transaction information and exchange such information with other subscribers.
- 2.5 **Database Content:** Any commercial real estate property listings, including but not limited to, transaction information, attachments, and images entered into the CDX by Subscriber, Subscriber's Users and/or Xceligent.
- 2.6 **Derivative Works:** Reports or any other products produced utilizing or derived from Database Content.
- 2.7 **Users:** Those designees of Subscriber with Access Codes registered to access the CDX.

3. FEES AND PAYMENT

- 3.1 To the extent that the Subscription Fees for the CDX Service are quoted as a monthly rate, Subscriber will be invoiced in advance for such Subscription Fees. All fees are non-refundable.
- 3.2 If Xceligent terminates this Agreement pursuant to Section 4.2 or 4.3 of this Agreement, all fees due by Subscriber through the end of the current term are accelerated and immediately due and payable.
- 3.3 The Monthly Subscription Rate for any Renewal Term may be changed by Xceligent by providing Subscriber with written notice of such change at least ninety (90) days prior to the end of the then current Term. Xceligent will directly bill Subscriber for all of its Users.
- 3.4 The following personnel associated with Subscriber are required to be Users: (i) All licensed real estate professionals that derive the majority of their annual income from the sale or lease of commercial real estate, as well as administrative personnel; (ii) if Subscriber's primary focus is commercial real estate development, all real estate professionals engaged in the sale or lease of real estate, regardless of whether they hold real estate licenses are required to be Users, as well as administrative personnel, and (iii) if Subscriber is not a real estate brokerage firm (considered an "Affiliate Subscriber"), all personnel associated with an Affiliate Subscriber who are issued an Access Code by Xceligent.
- 3.5 Subscriber shall, in addition to paying its Subscription Fees, pay all sales taxes, use fees, excise fees, tariffs and any other charges by governments related to its use of the CDX Service, excluding those based upon Xceligent's net income.
- 3.6 Late payments will accrue interest at 1½% per month (or, if lesser, the maximum rate permissible by law) measured from the date the amount was due until the date such amount is paid by Subscriber. If Xceligent commences collection proceedings to recover past due amounts, Subscriber shall pay all reasonable collection costs incurred, including reasonable attorney's fees.
- 3.7 Subscriber may request Users to have access to the CDX Service in addition to the number of Users set forth on page 1 of this Agreement, on the terms described herein. Upon enabling the additional Users requested by Subscriber, no further documentation will be required between Subscriber and Xceligent. Xceligent will automatically incrementally bill Subscriber at the then applicable monthly rate per User per additional User on the next applicable invoice. It is understood and agreed that the number of Users may be increased during the term of this Agreement, but may not be decreased without the prior written consent of Xceligent. Upon any renewal of the term of this Agreement, with respect to each additional User who was added during the immediately preceding term, Subscriber will continue to be billed by Xceligent for such additional User at the then applicable monthly rate per User.
- 3.8 If Subscriber's account is thirty (30) days or more overdue then, in addition to any of its other rights or remedies, Xceligent reserves the right to suspend Subscriber's access to the CDX Service, without liability to Subscriber, until such amounts are paid in full.

4. TERM AND TERMINATION

- 4.1 The Term of this Agreement shall commence on the execution date by Xceligent and shall remain in effect for a period no less than stated on page 1 of this Agreement (the "Initial Term"). **IF NOT OTHERWISE TERMINATED AS HEREIN PROVIDED, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-YEAR PERIODS FOLLOWING THE END OF THE INITIAL TERM (EACH, A "RENEWAL TERM, AND TOGETHER WITH THE INITIAL TERM, THE "TERM"). EITHER PARTY MAY TERMINATE THIS AGREEMENT WITH WRITTEN NOTICE SIXTY (60) DAYS PRIOR TO THE END OF THE CURRENT TERM.**
- 4.2 Either party may provide notice of termination of this Agreement and exercise its rights and remedies provided in this Agreement and by law in the event of a material breach by the other party which remains uncured after 30 days written notice of such breach. The cure period will not apply to any breach by Subscriber of Sections 5.1, 5.2 or 7.1 of this Agreement. Additionally, Subscriber shall not have more than two (2) notice and cure opportunities in any twelve month period.
- 4.3 Either party may terminate this Agreement if any of the following occurs: (a) the other party becomes insolvent, (b) voluntary or involuntary proceedings by or against the other party are instituted in bankruptcy or under any insolvency law, (c) a receiver or custodian or similar agent is appointed for the other party, (d) proceedings are instituted by or against the other party for corporate reorganization or the dissolution of such party, which proceedings, if involuntary, shall not have been dismissed within 30 days after the date of filing, (e) the other party makes an assignment for the benefit of creditors, (f) all or substantially all of the assets of the other party are seized or attached and not released within 30 days thereafter, or (g) the other party has ceased its on-going business operations.
- 4.4 Except as specifically provided herein, termination of this Agreement shall be without prejudice to any right of the party seeking termination to also sue for damages resulting from any breach of this Agreement.
- 4.5 Upon the expiration or termination of this Agreement: (a) all rights granted to Subscriber under this Agreement will cease, except the following Sections of this Agreement will survive: 2, 3.1, 3.2, 3.6, 4.5, 7, 8, 9, 10 and 11, (b) Subscriber shall immediately pay all amounts owed under this Agreement, and (c) Subscriber shall and shall cause all of its User's to cease using the CDX Service and no longer utilize and promptly destroy all Database Content not entered into by Subscriber or Subscriber's Users received hereunder.

Initials: 

5. CDX SERVICE

- 5.1 Xceligent will give an Access Code to each User. It is understood and agreed that in order to receive an Access Code, a User must accept Xceligent's terms and conditions on the CDX web site.
- 5.2 Subscriber and/or Subscriber's User's shall comply with all Xceligent's security procedures to maximize the security of the CDX Service, including prevention of sharing Access Codes and unauthorized access to the CDX Service. Each Access Code is personal to the User and such User is obligated to keep the Access Code confidential and may not share the Access Code with any other employee of Subscriber or any third party. Subscriber shall be responsible for any breach of such obligations by any of its Users. Subscriber shall immediately notify Xceligent if any third party gains or has the potential to gain access to any of Subscriber's User's Access Codes, and shall be fully responsible for any and all activities that occur under any Access Code, whether conducted by a User or a third party.
- 5.3 Xceligent may from time to time change, update or enhance the CDX Service, by posting a notice of the change on the CDX web site.
- 5.4 Subscriber is solely responsible for acquiring and installing all equipment, hardware, software (including web browser software), telecommunications lines, Internet access connections and other items (the "Access Systems") necessary to use the CDX Service.

6. NON-COMPETE AND COMMITMENTS

- 6.1 During the Term, Subscriber agrees not to compete with Xceligent in the development and marketing of a software or database application that will offer a computerized data service for commercial real estate.
- 6.2 Xceligent represents and warrants that the up-time for User's access to the CDX Service will be 99.7% measured on a monthly basis for all Users accessing the CDX Service in the preceding calendar month. The up-time computation under this Section 6.2 shall exclude: (i) down-time resulting from factors beyond the reasonable control of Xceligent, including but not limited to actions or inactions of any User or any third parties not affiliated with Xceligent or failures that resulted from any User's equipment and/or third party equipment; and (ii) down-time resulting from scheduled maintenance or upgrades. Subscriber's sole remedy for service outages for the CDX Service will be a prorated credit on the next invoice. Any unused credits at the end of the end of the Term shall extend the Term until such unused credits are reduced to zero (by applying such credits against the then applicable monthly rate).
- 6.3 No more than twice in any 12 month consecutive period, Xceligent may audit Subscriber during normal business hours for the purpose of ensuring Subscriber's compliance with the terms and conditions of this Agreement, upon at least ten days prior written notice; provided, however, that the limit on the number of audits per year shall not apply if an audit indicates any Subscriber non-compliance under this Agreement. If the audit indicates there is a breach in Subscriber's compliance with this Agreement: (i) Xceligent may, if the breach is not curable, immediately terminate this Agreement and pursue its legal remedies or if the breach is curable, terminate this Agreement and pursue its legal remedies if such breach is not cured within 15 days or such additional time as mutually agreed upon by the parties if such breach is not curable in fifteen 15 days.

7. CONTENT AND PROPRIETARY RIGHTS

- 7.1 Subscriber may not submit any image to the CDX if Subscriber has granted exclusive rights to the image to a third party, nor may Subscriber submit any image to the CDX and thereafter grant exclusive rights to the image to a third party. Subscriber may not submit any image obtained from the CDX to a third party if a requirement of submitting the image is the granting of exclusive rights to the image. Xceligent may reject or refuse to use, distribute or display any Database Content that it considers to be defective, libelous, inaccurate, incomplete or that violates, misappropriates or infringes any rights of any third party. Neither Subscriber nor any User may submit any property descriptions, photographs, images, financial, transactional, tenant, contact or other information to the CDX unless Subscriber has legal rights to publish, advertise and distribute that information.

- 7.2 Subscriber hereby grants to Xceligent a non-exclusive license to develop, use, display, distribute, exploit and sell Derivative Works utilizing Database Content entered into the CDX by or on behalf of Subscriber and Subscriber's Users.
- 7.3 If an error in the Database Content or in any information contained in the CDX is caused by Xceligent, Subscriber's sole remedy will be the correction of the error after notice to Xceligent.
- 7.4 Xceligent may modify or suspend access to the CDX Services (a) as necessary to comply with any law or regulation as reasonably determined by Xceligent, (b) to comply with any court order or instruction or (c) if deemed reasonably necessary by Xceligent to prevent substantial harm to Xceligent or their businesses.
- 7.5 Xceligent shall retain all right, title and propriety interest (including without limitation all copyrights, trademarks, patents, and trade secrets) in and to the CDX Service (other than Subscriber's Database Content), CDX Application and CDX including the designs, user interfaces, protocols, the "look and feel" of all screens and the organization and presentation of any of its components and Subscriber shall not acquire any proprietary rights thereto. Subscriber acknowledges that the development of the CDX Service, CDX Application and CDX involved the expenditure of substantial time and money. Except as expressly provided herein, Xceligent does not grant any rights to Subscriber or any Users under any patents, copyrights, trademarks or trade secret information. Subscriber shall not alter or remove Xceligent's name, trademarks, copyright notices, disclaimers or other restrictive legends on the CDX Service, CDX Application and CDX, any component thereof.
- 7.6 Without limiting any other provision in this Agreement, Xceligent grants Subscriber a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the CDX Service (and the Database Content not entered into by Subscriber or Subscriber's Users) solely for internal use including the provision of services to its clients or marketing its services to prospective clients in accordance with the terms, restrictions and limitations set forth herein (including without limitation, the prohibitions set forth in Section 7.7).
- 7.7 Subscriber acknowledges that the following are strictly prohibited: (i) the license, grant, transfer, sale, assignment, and distribution of the CDX Service (and the Database Content not entered into by Subscriber or Subscriber's Users) or otherwise making the CDX Service (and the Database Content not entered into by Subscriber or Subscriber's Users) available to, or utilizing for, any third party; (ii) redistribution to any third party any Database Content not entered into by Subscriber or Subscriber's Users; and (iii) developing a competitive product or service or building a product using the same features and functions of the CDX Service or similar ideas, features, functions, or graphics.

WARRANTIES

- 8.1 Subscriber represents, warrants and covenants that, and Subscriber will comply with all applicable laws, rules and regulations. Subscriber represents, warrants and covenants that (i) neither the execution of this Agreement by Subscriber nor its performance of its obligations hereunder violates any agreement to which it is a party or by which it is bound, (ii) it has the right to enter into this Agreement and perform its obligations hereunder and to grant to Xceligent the rights set forth in this Agreement and the rights in the Database Content submitted by Subscriber and its Users, (iii) no submission of Database Content will violate the rights of any third party, whether those rights arise by contract or otherwise, and (iv) Subscriber will comply with all applicable laws, rules and regulations with regard to the performance of its obligations hereunder and the use of the CDX Service.
- 8.2 **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, XCELIGENT DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES PROVIDED, WHETHER EXPRESSED OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, FREEDOM OF INTERFERENCE WITH ENJOYMENT, MERCHANTABILITY, QUALITY, ACCURACY, COMPLETENESS, FITNESS OF RESULTING WORK PRODUCT AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE CDX APPLICATION OR THE CDX WILL GENERATE CERTAIN RESULTS, WORK IN COMBINATION WITH OTHER COMPONENTS OR AS AN INTEGRATED SYSTEM OR WILL FULFILL ANY SUBSCRIBER'S PARTICULAR NEEDS.**
- 8.3 Access by Subscriber and Users to Database Content and modifications or additions thereto and related documentation, regardless of form, is provided "as is" and with all faults and the entire risk as to satisfactory quality, performance, accuracy and effort is with Subscriber.

INDEMNITIES

- 9.1 Subscriber shall indemnify Xceligent and its directors, officers, employees and affiliates (collectively, the "Covered Entities") and defend and hold harmless the Covered Entities from and against any and all losses, damages, expenses and liabilities suffered by any of them or to which any of them become subject, resulting from, arising out of or relating to: (1) any claim, action or demand with respect to the business, resources, technology or services of Subscriber (including the Database Content of Subscriber) for: (a) infringement or misappropriation of any intellectual property rights; (b) defamation, libel, slander, obscenity, pornography or violation of the rights of privacy or publicity; or (c) spamming or any other offensive, harassing or illegal conduct or violation of the acceptable use guidelines of the CDX; or (2) the business, resources or services of Subscriber (including the Database Content of Subscriber). Subscriber shall not enter into any settlement that adversely affects Xceligent's rights or interests without first obtaining the prior written consent of Xceligent, as applicable.
- 9.2 Xceligent shall defend, indemnify and hold Subscriber harmless from and against any and all losses, damages, expenses and liabilities suffered by Subscriber or to which Subscriber become subjects, resulting from, arising out of or relating to any completed third party claim, demand or action that the CDX Service (excluding the Database Content and any information or technology provided by any Subscriber and excluding any combination of Database Content with other products or information not a part of the CDX) infringes the United States patents, trademarks, copyrights, trade secrets or other intellectual property rights of any third party. In no event will the obligations of Xceligent under this Section 9.2 apply to any claim which arose from (i) a use of the CDX Service by Subscriber or any of its Users which was not in accordance with the terms of this Agreement, or (ii) a modification to the CDX Service not consented to in writing by Xceligent. Without limiting the generality of the foregoing, should the CDX Service or any part thereof become, or in Xceligent's opinion be likely to become, the subject of a claim of infringement or the like, Xceligent may, in its sole discretion procure for Subscriber the right to continue using the CDX Service, or replace or modify the CDX Service without changing its functional capabilities, so that the CDX Service becomes non-infringing. If Xceligent determines in its discretion that the foregoing are not reasonable, Xceligent may terminate this Agreement and refund to Subscriber the entire fees paid to Xceligent by Subscriber prorated to reflect use of the CDX Service by Subscriber prior to commencement of the claim or proceeding described herein.

LIMITATIONS OF LIABILITY

- 10.1 **XCELIGENT'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER PURSUANT TO THIS AGREEMENT FOR THE TWELVE MONTH PERIOD PRECEDING THE DATE OF THE ACTION OR OMISSION GIVING RISE TO SUBSCRIBER'S CLAIM.**
- 10.2 Xceligent will not be liable for any indirect damages, consequential damages, damages for loss of profits or revenues, lost data, business interruption or loss of business information arising in connection with this Agreement, even if informed of the possibility of such damages by the Subscriber.

GENERAL

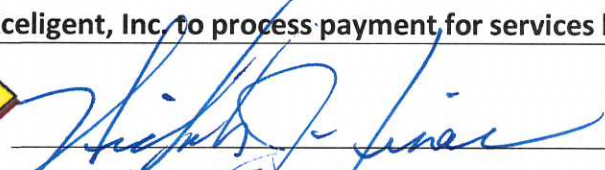
- 11.1 Subscriber may not assign this Agreement or any of Subscriber's rights or obligations hereunder without Xceligent's prior written consent.
- 11.2 This Agreement may not be amended or modified except in a written document signed by an authorized representative of both parties.
- 11.3 Subscriber agrees to allow Xceligent to use Subscriber's name and logo for the purpose of indicating Subscriber is a client of Xceligent without indicating any endorsement of any services provided.
- 11.4 Subscriber acknowledges that a violation of this Agreement by it may cause substantial and irreparable injury to Xceligent for which Xceligent's remedies at law may not be adequate. Accordingly, Subscriber agrees that Xceligent shall be entitled to seek injunctive relief with respect to any breach, or threatened breach, of this Agreement, and that such right shall be in addition to, and not in limitation of, any other rights or remedies to which Xceligent may be entitled at law or in equity. The rights and remedies provided for in this Agreement are cumulative and shall be in addition to any other rights and remedies provided by law or in equity.
- 11.5 All notices relating to this Agreement must be in writing and either delivered personally, mailed (first class mail, postage paid) certified mail, return receipt requested), by overnight courier or transmitted by facsimile to the addresses set forth herein or to such other address as any party may substitute by written notice to the other.
- 11.6 This Agreement and all of the transactions contemplated hereby will be governed by and construed in accordance with the laws of the state of Missouri, without regard to any conflict or choice of law principles. The parties expressly agree to submit all disputes concerning this Agreement to the exclusive personal jurisdiction and venue of the federal and state courts sitting in Kansas City, Missouri.
- 11.7 If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement shall be construed as if such provision were not contained herein.
- 11.8 The parties to this Agreement are independent contractors. No party has any right or authority to act on behalf of any other party.
- 11.9 This Agreement constitutes the entire agreement, and supersedes all prior agreements, between the parties with respect to the subject matter hereof. In the event of a conflict between the terms of this Agreement and any other source, the provisions of this Agreement shall control.
- 11.10 Neither Xceligent nor Subscriber will be liable for delays or failure in performance where the delay or failure is due to an event beyond either's control, including acts of God, war, terrorism, civil disturbance or otherwise.
- 11.11 Neither party may disclose the terms and conditions of this Agreement to any third party.

Subscriber Agreement



Company Name:	City of Texas City			
Contact:	Nicholas J. Finan			
Metro:	Houston			
SUBSCRIBER PAYMENT METHOD				
Credit Card			ACH (Bank Draft)	
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	<input type="checkbox"/> VISA <input type="checkbox"/> Master Card <input type="checkbox"/> AMEX	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual
Cardholder's Name:		Name of Financial Institution:		
Card Billing Address:		FI - Account Number:		
Card Billing City/ST/Zip:		FI - ABA / Routing Number:		
Account #:		(Voided check required.)		
Exp Date:	CCV:			

I authorize Xceligent, Inc. to process payment for services based on the information I have provided above.

Signature: 

Name (Print): Nicholas Finan

Date: 9/26/16

TCEDC Agenda

2. k.

Meeting Date: 10/17/2016

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 16-15, authorizing property to be utilized by Habitat for Humanity and for the relocation of families out of the Industrial Buffer District.

BACKGROUND

The TCEDC acquired several properties including 1100 11th Street North, 1103 11th1/2 Street North, and 1109 12th Street North with the intention of assisting with the relocation of Ike Housing Grant opportunities. A number of properties were traded, provided, or sold to accomplish this. At this time it appears there are no more IKE Housing funds from the County for this program. Within the same vein, it is now requested we provide vacant lots for Habitat for Humanity to get property back on the tax rolls as well as providing quality homes for those within a lower income level. Also, several people/families cannot move out of the IBD because they cannot find suitable lots and construct or build with what industry or others are willing to pay for property that is no longer zoned for residential within the IBD.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution No. 16-15 Utilization of property by Habitat for Humanity
Habitat Properties

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 16-15

A RESOLUTION AUTHORIZING PROPERTY TO BE UTILIZED BY HABITAT FOR HUMANITY AND FOR THE RELOCATION OF FAMILIES OUT OF THE INDUSTRIAL BUFFER DISTRICT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFETIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on February 10, 2014, a general discussion was held concerning the authorization of property to be utilized by Habitat for Humanity and for the relocation of families out of the industrial buffer district; and

WHEREAS, the TCEDC acquired several properties including 1100 11th Street North, 1103 11th 1/2 Street North, and 1109 12th Street North with the intention of assisting with the relocation of Ike Housing Grant opportunities; and

WHEREAS, a number of properties were traded, provided, or sold to accomplish this and at this time it appears there are no more IKE Housing funds from the County for this program; and,

WHEREAS, it is now requested we provide vacant lots for Habitat for Humanity to get property back on the tax rolls as well as providing quality homes for those within a lower income level.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves authorization of property to be utilized by Habitat for Humanity and for the relocation of families out of the industrial buffer district.

SECTION 2: The Chairperson or Vice Chairperson is hereby authorized to execute any documents necessary for the above listed properties.

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

PASSED AND ADOPTED this 17th day of October, 2016.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

Michelle L. Garcia
BOARD SECRETARY
Texas City Economic Development Corporation

13TH AVE N

12TH AVE N

10TH AVE N

9TH AVE N

13TH ST N

12TH 1/2 ST N

12TH ST N

11TH 1/2 ST N

11TH ST N



TCEDC Agenda

2. I.

Meeting Date: 10/17/2016

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 16-16, authorizing the sale of property located at 6602 Anderson for CAD value to Tamika Stevens.

BACKGROUND

This lot is one the TCEDC has had for opportunities for the IKE Housing program. Without any more funds being offered at this time for IKE Housing and an individual's interest in purchasing the lot to place a house on it, the TCEDC is in a position to offer the lot for \$2,140.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution No. 16-16 Approving sale of property 6602 Anderson - Tamika Stevens
6602 Anderson

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 16-16

A RESOLUTION AUTHORIZING THE SALE OF PROPERTY LOCATED AT 6602 ANDERSON, TEXAS CITY, TEXAS 77591 FOR CAD VALUE TO TAKIKA STEVENS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on October 17, 2015, a general discussion was held concerning the sale of 6602 Anderson, Texas City, Texas 77591 Account Number: 5650-0000-0070-000, Abst 197 Page 1 Lot 77 Mary A Patrick Sub to Tamika Stevens; and

WHEREAS, this lot is one the TCEDC has had for opportunities for the IKE Housing program; and

WHEREAS, without any more funds being offered at this time for IKE Housing and an individual's interest in purchasing the lot to place a house on it, the TCEDC is in a position to offer the lot for \$2,140; and,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby authorizes the sale of 6602 Anderson, Texas City, Texas 77591 Account Number: 5650-0000-0070-000, Abst 197 Page 1 Lot 77 Mary A Patrick Sub to Tamika Stevens.

SECTION 2: The Chairperson or Vice Chairperson is hereby authorized to execute any documents necessary for the sale of said property from the Texas City Economic Development Corporation to Tamika Stevens.

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

PASSED AND ADOPTED this 17th day of October, 2016.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

Michelle L. Garcia
BOARD SECRETARY
Texas City Economic Development Corporation

N WESTWARD

WOODROW

ANDERSON

PARK AVE.

N TEXAS

N WESTWA



TCEDC Agenda

2. m.

Meeting Date: 10/17/2016

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 16-17, ratifying the purchase of four lots at the northwest intersection of 9th Street S and 3rd Ave S from Tennille Inc

BACKGROUND

These four lots were purchased from Tennille to be included in the exchange of land with the Texas City Terminal. This exchange is part of the agreement the TCEDC approved back in February of 2014 that authorized the Mayor and Mark Ciavaglia to exchange land the TCEDC owned in the IBD in front of Marathon TDR (generally from 4th Ave S to Texas Av and between 6th St S and 10th St S) for land the Texas City Terminal owned along 10th Av adjacent to city public facilities and property located at Bay Street and Dike Road across from Bay Street Park.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution No. 16-17 Ratifying Purchase of land from Tennelli Inc.

16-17

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 16-17

A RESOLUTION RATIFYING THE PURCHASE OF FOUR LOTS AT THE NORTHWEST INTERSECTION OF 9TH STREET SOUTH AND 3RD AVENUE SOUTH FROM TENNILLE INC; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on October 17, 2016, a general discussion was held concerning ratifying the purchase of four lots at the northwest intersection of 9th Street South and 3rd Ave South from Tennille Inc.; and

WHEREAS, these four lots were purchased from Tennille to be included in the exchange of land with the Texas City Terminal. This exchange is part of the agreement the TCEDC approved in February of 2014; and

WHEREAS, the agreement authorized Mayor Doyle and Mark Ciavaglia to exchange land the TCEDC owned in the IBD in front of Marathon TDR (generally from 4th Avenue South to Texas Avenue and between 6th Street South and 10th Street South) for land the Texas City Terminal owned along 10th Avenue adjacent to city public facilities and property located at Bay Street and Dike Road across from Bay Street Park; and,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves ratifying the purchase of four lots at the northwest intersection of 9th Street South and 3rd Avenue South from Tennille Inc.

SECTION 2: The Chairperson or Vice Chairperson is hereby authorized to execute any documents necessary for the purchase of the above described property.

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

PASSED AND ADOPTED this 17th day of October, 2016.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

Michelle L. Garcia
BOARD SECRETARY
Texas City Economic Development Corporation

TEXAS AVE.

TEXAS AVE

MARTIN LUTHER KING

(1ST AVE S)

2ND AVE S

3RD AVE S

4TH AVE S

914

9TH ST S

8TH ST S

7TH ST S

10TH ST S

10TH ST S

11TH ST S

10TH ST S



TCEDC Agenda

2. n.

Meeting Date: 10/17/2016

Submitted By: Michelle Garcia, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 16-18, ratifying the exchange of land of an additional 4 lots being included between the Texas City Terminal Railway and TCEDC.

BACKGROUND

Back in February 2014, the TCEDC authorized the mayor to exchange land the TCEDC owned within the IBD for land adjacent to city facilities along 10 Street and the land along Bay Street and adjacent to Dike Road owned by the Texas City Terminal. These lots are to included in the exchange to make the exchange more even.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution No. 16-18 Exchange of land between TCTRR and TCEDC

16-18

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 16-18

A RESOLUTION RATIFYING THE EXCHANGE OF LAND OF AN ADDITIONAL 4 LOTS BEING INCLUDED BETWEEN THE TEXAS CITY TERMINAL RAILWAY AND THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on October 17, 2016, a general discussion was held authorizing ratification for the exchange of land of an additional 4 lots being included between the Texas City Terminal Railway and the Texas city Economic Development Corporation.

WHEREAS, in February 2014, the TCEDC authorized the Mayor to exchange land the TCEDC owned within the Industrial Buffer District (IBD) for land adjacent to City facilities along 10th Street and the land along Bay Street and adjacent to Dike Road owned by the Texas City Terminal.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves ratifying the exchange of land of an additional 4 lots being included between the Texas City Terminal Railway and TCEDC.

SECTION 2: The Chairperson or Vice Chairperson is hereby authorized to execute any documents necessary for the said exchange above.

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

PASSED AND ADOPTED this 17th day of October, 2016.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

Michelle L. Garcia
BOARD SECRETARY
Texas City Economic Development Corporation

TEXAS AVE.

TEXAS AVE

MARTIN LUTHER KING

(1ST AVE S)

2ND AVE S

3RD AVE S

4TH AVE S

914

9TH ST S

8TH ST S

7TH ST S

10TH ST S

10TH ST S

11TH ST S

10TH ST S

