

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 MEETING

AGENDA

JULY 25, 2019 - 4:00 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 on approving the minutes from May 22, 2019, Texas City Economic Development Corporation Meeting.
  
  - b. Consider and take action on Resolution No. 19-29; approving the contract for engineering services with Clark Condon for construction of the Palmer Bridge Improvements. (City Engineer)
  
  - c. Consider and take action on Resolution No. 19-30, approving the demolition of property located at 601 4th Street North. (Community Development)
  
  - d. Consider and take action on Resolution No. 19-31, approving the demolition of property located at 615 - 617 7th Avenue. (Community Development)
  
  - e. Consider and take action on Resolution No. 19-32, approving the demolition of property located at 802 9th Avenue. (Community Development)
  
  - f. Consider and take action on Resolution No. 19-33, approving the demolition of property located at 401 7th Street. (Community Development)
  
  - g. Consider and take action on Resolution No. 19-34, approving the sale of property located in the 3300 Block of 1st Avenue South. (Management Services)
  
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 JULY 19, 2019, PRIOR TO P.M., AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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Texas City Economic Development Corporation

**TCEDC Agenda**

**2. a.**

**Meeting Date:** 07/25/2019

**Submitted By:** Rhomari Jackson, City Secretary

**Department:** City Secretary

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**ACTION REQUEST (Brief Summary)**

Consider and take action on approving the minutes from May 22, 2019, Texas City Economic Development Corporation Meeting.

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Attachments**

Minutes

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TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS MEETING

MINUTES

MAY 22, 2019 - 3:30 P.M.

CITY HALL CONFERENCE ROOM

The Texas City Economic Development Corporation Board of Directors met Wednesday, May 22, 2019, at 3:30 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 3:34 by Mark Ciavaglia with the following in attendance:

(1) ROLL CALL

Present: Mark Ciavaglia, Chairperson  
Harold Fattig, Vice-Chairperson  
Matthew T. Doyle, Mayor / Director  
Randy Dietel, Director  
Laura Boyd, Ex-Officio Member / Treasurer

Absent: Mitchell Chuoke, Director

Staff Present: Nicholas Finan, Executive Director of Management Services  
James Hartshorn, Deputy Director of Management Services  
Russell F. Plackemeier, City Attorney  
Rhomari Leigh, Board Secretary  
Ryan McClellan, City Staff  
George Fuller, City Staff  
Justin Herter, City Staff

Attendees: Jenny Senter

(2) NEW BUSINESS

- (a) Consider and take action on approving Texas City Economic Development Corporation Meeting Minutes for May 1, 2019.

Motion by Director Randy Dietel, Seconded by Vice-Chairperson Harold Fattig to approve the Minutes with corrections.

**Vote:** 4 - 0 CARRIED

- (b) Consider and take action on Resolution No. 19-26, approving the demolition of 702 7th Avenue North in exchange for the donation of property to the EDC.

Nicholas Finan stated that the owners of the property located at 702 7th Avenue North have volunteered to donate the property to the TCEDC.

George Fuller stated that the Fire Marshal and Code Enforcement have stated that the property is uninhabitable and will be demolished. As part of the demolition, the ground will also be hydro mulched.

Motion by Vice-Chairperson Harold Fattig, Seconded by Mayor / Director Matthew T. Doyle

**Vote:** 4 - 0 CARRIED

- (c) Consider and take action on Resolution No. 19-27, approving an addendum to the Wrice BBQ incentive agreement with Georgia Meyer and Roosevelt Wrice allotting an additional \$2,400.00 for build out.

James Hartshorn stated that due to some unexpected additional expenses that are needed to meet wind storm requirements, Mr. Wrice is asking for additional funds in the amount of \$2,400.00. This additional funding will increase his loan payment from \$400.00 to \$480.00.

Motion by Director Randy Dietel, Seconded by Vice-Chairperson Harold Fattig

**Vote:** 4 - 0 CARRIED

- (d) Consider and take action on Resolution No. 19-28, approving the reimbursement of \$4,500.00 to the Texas City Public Works Department.

James Hartshorn stated that the Texas City Public Works Department paid for materials to pour a dumpster pad on TCEDC property that will be utilized by the 6th Street Garage Bar & Grill. The money that is being reimbursed to the Texas City Public Works Department will be added to the total purchase price, bringing that total to approximately \$319,500.00.

Motion by Vice-Chairperson Harold Fattig, Seconded by Director Randy Dietel

**Vote:** 4 - 0 CARRIED

(3) UPDATES

James Hartshorn, City Secretary, stated that Eric Torres has entered into a Paint Incentive Agreement with the TCEDC and that Tennille's was awarded the Stay Classy Award for the month of April.

Jenny Senter, Advisor, stated Hey Mickey's was awarded Business of the Month by the Texas City-La Marque Chamber of Commerce.

Nicholas Finan, Executive Director of Management Services, stated that Wrice BBQ and Bear Fruit Bakery both plan to open their doors in June.

(4) ADJOURNMENT

Having no further business, Mark Ciavaglia made a Motion to ADJOURN at 3:52 p.m.

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Board Secretary  
Texas City Economic Development Corporation

**TCEDC Agenda**

**2. b.**

**Meeting Date:** 07/25/2019

**Submitted By:** Rhomari Jackson, City Secretary

**Department:** City Secretary

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**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 19-29; approving the contract for engineering services with Clark Condon for construction of the Palmer Bridge Improvements.

**BACKGROUND**

Previously, the TCEDC approved funding of the bridge improvements at 34th Street and Palmer Highway as part of the Livable Center Study. The amount was \$500,000 to include engineering and design work. The work will only be to improve the railing and decorative design work. Clark Condon was the engineer chosen to perform the work since they are doing the I-45 work. The work here will be similar to that design. Attached are some samples and the agreement. The Engineering work is estimated at \$80,000. It is in line with the budget. Staff recommends approval of the contract. The City Engineer will administer the contract.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Attachments**

Resolution

Prposal

Before and after concept

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**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 19-29**

**A RESOLUTION AUTHORIZING THE BOARD CHAIRPERSON TO ENTER INTO AN ENGINEERING CONTRACT WITH CLARK CONDON FOR CONSTRUCTION OF THE PALMER HIGHWAY IMPROVEMENTS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on July 25, 2019, a general discussion was held concerning the authorization of the Board Chairperson to enter into an engineering contract with Clark Condon for the construction of the Palmer Highway improvements; and

**WHEREAS**, in an effort to make railing and decorative designs synchronized it is recommended that Clark Condon be awarded the contract to for Construction on the Palmer Highway Improvements; and

**WHEREAS**, the estimated cost of the improvements is \$80,000.00, which is in line with the current budget; and

**WHEREAS**, the Texas City Economic Development Corporation deems it to be in the best public interest and public purpose to allow the City Engineer to enter into an agreement with Clark Condon.

**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 City Engineer to enter into a contract with Clark Condon for the construction of the Palmer Highway improvements.

**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 25th day of July 2019.**

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CHAIRMAN/PRESIDENT  
Texas City Economic Development Corporation

ATTEST:

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BOARD SECRETARY  
Texas City Economic Development Corporation

# CLARK CONDON

10401 STELLA LINK ROAD  
HOUSTON, TEXAS 77025

*phone* 713.871.1414 *fax* 713.871.0888

CLARKCONDON.COM

July 2, 2019

Doug Kneupper  
City of Texas City  
928 5<sup>th</sup> Avenue North  
Texas City, Texas 77592

Re: FM 1764 (Palmer Hwy) Bridge – Between 34<sup>th</sup> Street and 33<sup>rd</sup> Street

Dear Doug,

We are pleased to provide this proposal for landscape architectural design associated with the proposed FM 1764 Bridge located in between 34<sup>th</sup> Street and 33<sup>rd</sup> Street in Texas City, Texas. For the purposes of this proposal, you will be referred to as the Client, and Clark Condon Associates, Inc. as the Landscape Architect.

**SCOPE OF WORK** – The Landscape Architect will provide bridge aesthetics, identity markers, and pedestrian hardscape associated with the TxDOT road work.

The Landscape Architect shall be responsible for providing landscape architectural design and documentation services for the project. This shall be accomplished by working closely with the Client, TxDOT, and Design Team. The proposed construction budget is \$400,000.00. Scope of work includes design and documentation for the following:

1. Provide branding and identity for the bridge based on the previously approved I-45 Branding and Beautification Concept Plan dated August 2018
2. Decorative bridge rails
3. Texas City light house monumentation
4. Lighting and electrical associated with the project
5. Structural engineering associated with the project
6. Pedestrian hardscape
7. Coordinate with Design Team and Client
8. Demolition required to provide Texas City branding and identity
9. TxDOT and Texas City jurisdictional approvals
10. Site survey
11. Geotechnical and testing

**PRELIMINARY DESIGN (Approximately 2.5 Months to Complete)** - The Landscape Architect and Design Team shall prepare Preliminary Design drawings for the project. Drawings shall indicate general concepts, spatial relationships, scale and form, and respond to site conditions, the program, and budget. Services to be provided in this phase include:

1. Visit the site to become familiar with the existing features of the site and surrounding area.
2. Project management and coordination with Design Team to develop Preliminary Design concepts.
3. Organize and schedule 2 meetings with Client, TxDOT, and/or authorized representative to review design concepts.
4. Prepare a budgetary construction cost estimate based upon Preliminary Design.
5. Deliverables include rendered plans, elevations and perspectives.
6. Geotechnical reporting
7. Site survey

**DESIGN DEVELOPMENT (Approximately 2 Months to Complete)** – Design Development shall be initiated after the Client's approval of the Preliminary Design. During this phase, we shall refine the design and budgets for the project. Design Development drawings shall depict actual materials, sizes and locations of all landscape elements. Services to be provided in this phase include:

*landscape architecture*

1. Project management and coordination with Design Team.
2. Select materials for all landscape architectural aspects.
3. Organize and schedule Client meetings (2 maximum).
4. Prepare cost estimates based on Design Development drawings.
5. Present to the Client.
6. Prepare an outline specification.
7. Indicate landscape lighting fixture locations.
8. Coordinate with electrical, structural, pipeline company, and utility requirements.
9. Deliverables include site plans at 1" = 20' scale indicating all hardscape elements i.e. sidewalks, rails and identity markers.

**CONSTRUCTION DOCUMENTS (Approximately 3 Months to Complete)** – The Construction Documents phase shall be initiated after the Client's approval of the Design Development drawings. The Landscape Architect shall prepare Construction Documents and technical specifications for bidding and installation of all landscape architectural elements approved in Design Development. Services to be provided in this phase include:

1. Provide site plans at 1" = 20'-0" scale indicating all pedestrian hardscape elements and identity markers.
2. Provide details for all improvements as required for proper construction, installation, or finishing of all landscape components.
3. Prepare layout plans dimensioning all proposed improvements.
4. Coordinate with TxDOT and construction and permitting, if required.
5. Coordinate with electrical engineer on site lighting and fixture documentation.
6. Prepare final construction cost estimate to include unit costs at current construction dollars.
7. Organize and schedule Client meetings (1 maximum).
8. Prepare project manual including contract documents and technical specifications in MasterSpec format. Front end documents will be provided by Client.
9. Conduct project QA/QC review with Design Team.
10. Issue signed and sealed permit set.
11. Submit plans to TDLR for review.
12. Prepare final Construction Documents in reproducible format and digital format, AutoCAD.

**BIDDING (Approximately 1 Month to Complete)** – After completion and approval of the Construction Documents, the Landscape Architect shall assist Client with putting the plans out for public bid. This scope assumes we shall prepare one bid package.

1. Distribute bid documents.
2. Conduct a pre-bid conference.
3. Prepare addenda as necessary.
4. Evaluate bids and make recommendations for contracts.
5. Revise the Construction Documents in a closing addendum, which incorporate any revisions and cost saving items agreed to during the bidding phase.

**CONSTRUCTION ADMINISTRATION (Approximately 6 Months to Complete)** – The Landscape Architect shall provide Construction Administration for the project. Services to be provided in this phase include:

1. Perform periodic site visits (approximately 6 visits). The Design Team shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Client, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating the Work, when fully completed, shall be in accordance with the Contract Documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Landscape Architect shall not have control over, charge of, or responsibility for,

# CLARK CONDON

the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.

2. Prepare elementary and supplementary sketches required to resolve field conditions related to design.
3. Review and take appropriate action on submittals, RFIs, and shop drawings submitted by contractors for conformance with the design concept.
4. Coordinate and conduct a substantial completion walkthrough at the conclusion of the construction and provide a punch list to Contractor to complete the project.
5. Based on site visits, and the data comprising the pay application, the Landscape Architect shall review and certify to Client that to the best of the Landscape Architect's knowledge, information and belief the Work has progressed as indicated and the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.
6. Review change orders for approval by the Client.

**FEE** - The total fee for this project is a lump sum based upon the estimated time and scope for professional services as outlined below, plus reimbursable expenses.

Preliminary Design	\$5,000.00
Design Development	\$8,000.00
Construction Documents	\$13,000.00
Bidding/Pricing	\$4,000.00
Construction Administration	<u>\$10,000.00</u>

**SUBTOTAL** **\$40,000.00**

Supplemental Services

Site Survey	\$7,500.00
Structural Engineering	\$5,000.00
Electrical Engineering	\$7,500.00
Geotechnical Engineering and Testing	\$8,000.00

**TOTAL** **\$68,000.00**

**REIMBURSABLE EXPENSES** - The Client shall pay the Landscape Architect for the cost of out-of-town travel expenses, messengers, mileage, printing, permit and review fees, services of professional consultants which cannot be quantified at the time of contracting, and other directly related costs. All expenses shall be billed at cost plus 15%.

**ADDITIONAL SERVICES** – We consider additional services to include changes made after a phase of work has been accepted and we have been authorized by the Client to proceed to the next phase or because of Client changes to previous Project budget parameters or Project requirements. An additional services lump sum proposal shall be submitted to the owner for approval prior to the start of any out-of-scope work.

## HOURLY RATES

Partner	\$350.00/hour
Principal	\$225.00/hour
Senior Associate	\$175.00/hour
Associate	\$125.00/hour
Project Staff	\$100.00/hour
Administrative	\$90.00/hour

Hourly rates shall be reviewed annually and may be increased in accordance with annual salary and cost-of-living reviews.

## EXCLUSIONS TO THE CONTRACT

1. Mechanical and plumbing services
2. Fountain Design and/or Consultant
3. Archeological Investigation
4. Environmental Investigation
5. LEED Documentation
6. Landscape Planting and Irrigation

**BILLING** - Billing shall be monthly based on the portion of the total estimated fee. Invoices shall be due upon receipt. Clark Condon Associates, Inc. reserves the right to charge the amount of interest allowable under the current laws of the State of Texas on any invoices not paid within thirty (30) days.

**STANDARD OF CARE** – The Landscape Architectural Services shall be performed with care and diligence as is consistent with the professional skill and care applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

**OWNERSHIP OF DOCUMENTS** – The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the “Design Materials”). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

**INDEMNIFICATION** – Client, to the extent permitted by law, and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney’s fees, but only to the extent such losses, damages, or expenses are caused by the indemnifying party’s negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

**ASSIGNMENT** – Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of the proceeds.

**GOVERNING LAW** – This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Venues shall be located in Galveston County.

**JURISDICTION** – The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Board may be reached at the following address:

Texas Board of Architectural Examiners  
P.O. Box 12337 Austin, TX 78711-2337  
(512) 305-9000 – Phone / (512) 305-8900 Fax

**TERMINATION** - If the Client should decide to terminate this Agreement, they shall give Clark Condon Associates, Inc. seven (7) days written notice and shall pay for all services rendered to the date of termination. Clark Condon Associates, Inc. reserves the right to terminate this contract upon fifteen (15) days notice if any amount billed to Client is sixty days past due.

**WAIVER OF SUBROGATION** – To the extent damages are covered by property insurance, the Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement.

**DISPUTE RESOLUTION** - In the event of any Dispute arising out of or relating to this Agreement or the Services, the Parties shall first use their best efforts to settle the Dispute. To this effect, any Party shall send (via electronic mail, facsimile and overnight delivery) a written notice to the other Party that such Dispute exists, which shall include a brief recitation of the nature

# CLARK CONDON

of the Dispute. Within seven (7) days of the date of such a notice, the senior executives of each Party or their respective parent companies shall consult and negotiate with each other, and attempt to reach a solution satisfactory to the Parties. All negotiations pursuant to this section shall be confidential, privileged, and inadmissible in any arbitration or legal proceeding, and shall be treated as compromise and settlement negotiations for all purposes.

If the Dispute is not resolved by negotiation within a period of thirty (30) days of the transmission of the written notice from one Party to the other of the existence of such a Dispute, then both parties agree to mediation with a mutually agreeable mediator, mediation failing, the Dispute shall be finally resolved by litigation in the State District Court of Galveston County, Texas

**WAIVER OF CONSEQUENTIAL DAMAGES** – The Landscape Architect and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

**LIMITATION OF LIABILITY** – In recognition of the relative risks and benefits of the project to both the Client and the Landscape Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Landscape Architect, and its subconsultants, to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever and claim expenses from other cause or causes, so that the total aggregate liability of the Landscape Architect, and its subconsultants, to all those named shall not exceed the Landscape Architect's total fee for services rendered on this project. Such claims and clauses include, but are not limited to, negligence (including gross negligence), professional errors or omissions, strict liability and breach of warranty.

**COMPLETE AGREEMENT** – This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

If this Agreement meets with your approval, please sign in the appropriate place below and return one copy to us. We appreciate the opportunity to submit this proposal to you and look forward to working with you.

Sincerely,



Sheila M. Condon FASLA  
President / Landscape Architect

APPROVED:  \_\_\_\_\_ DATE: \_\_\_\_\_



**TCEDC Agenda**

**2. c.**

**Meeting Date:** 07/25/2019

**Submitted By:** Rhomari Jackson, City Secretary

**Department:** City Secretary

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**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 19-30, approving the demolition of property located at 601 4th Street North. (Community Development)

**BACKGROUND**

The TCEDC has been assisting the Code Enforcement group to demolish commercial properties. In the past, we have waited until we have had the court order, but this has caused some delays. We would like to have the funds approved for the demolitions once the courts have provided the Orders with the date, so that once the date has expired, the City can have the structured without delay and abate the nuisance. We have several and expect at least two to be demolished by the City and not by the property owner.

This is the first property we would like funds for demolition. It is estimated at \$150,000. We will place a lien on the property and be reimbursed through the lien. It is the old Funeral Home. George Fuller will be present to discuss details of the status, etc.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Attachments**

Resolution

Arial Map

Image

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**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 19-30**

**A RESOLUTION APPROVING THE ACCEPTANCE OF AND DEMOLITION OF PROPERTY LOCATED AT 601 4TH STREET NORTH, TEXAS CITY, GALVESTON COUNTY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (“TCEDC”), duly held on July 25, 2019, a general discussion was held concerning the demolition of property located at 601 4th Street North, Texas City, Galveston County, Texas; and

**WHEREAS**, it is proposed that the TCEDC approve funds for the demolition of property located at 601 4th Street North. The property is currently going through litigation but will have a lien placed against the property for future reimbursement; and

**WHEREAS**, this action will remove a nuisance property and blight from the neighborhood; and

**WHEREAS**, it is proposed that the Texas City Economic Development Corporation approves an amount not to exceed \$150,000.00 to demolish the property located at 601 4th Street North, Texas City, Galveston County, Texas.

**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 demolition of property located at 601 4th Street North, Texas City, Galveston County, Texas, for an amount not to exceed \$150,000.00.

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

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

**PASSED AND ADOPTED this 25th day of July 2019.**

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CHAIRPERSON/VICE CHAIRPERSON  
Texas City Economic Development Corporation

ATTEST:

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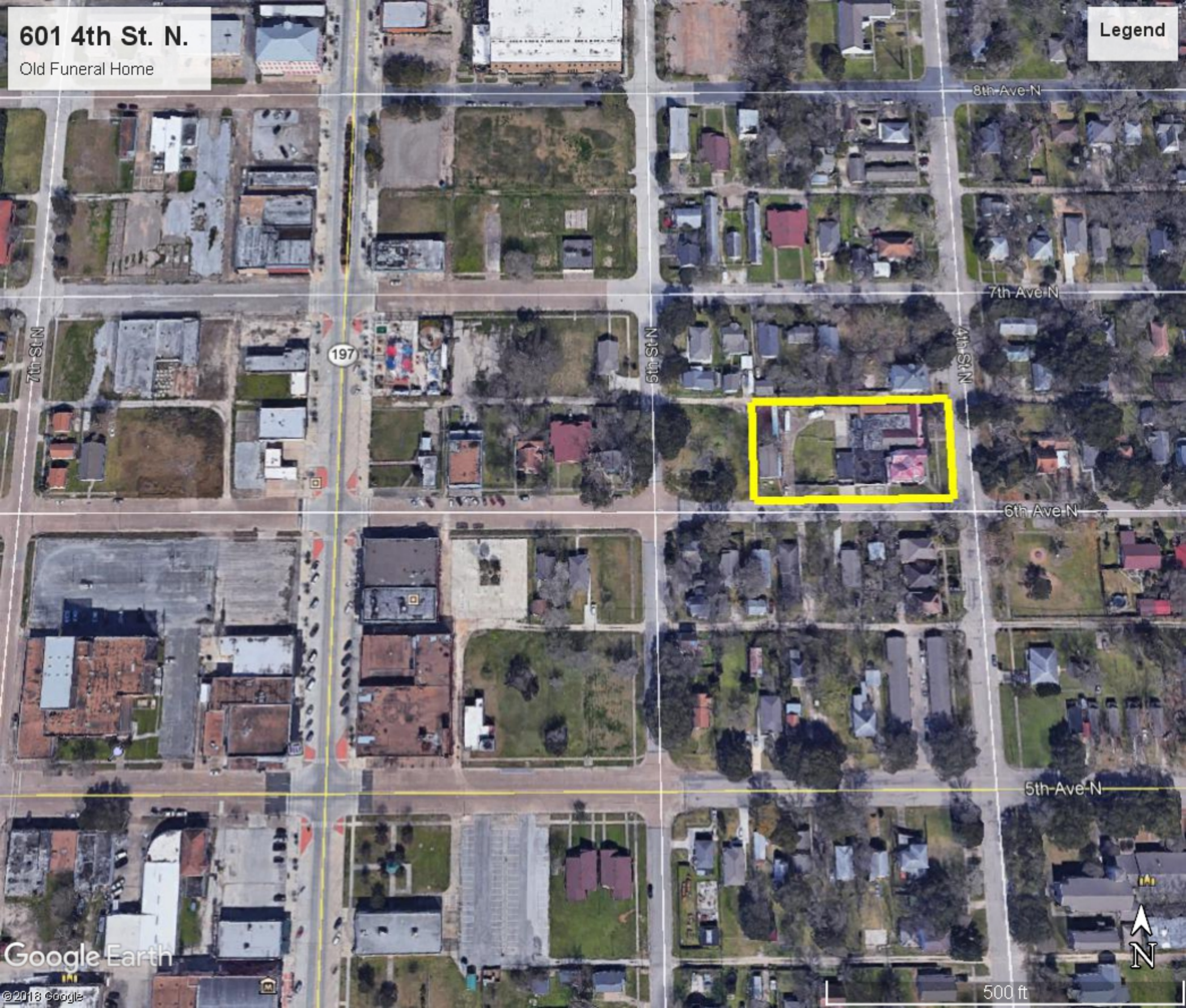
BOARD SECRETARY

Texas City Economic Development Corporation

601 4th St. N.

Old Funeral Home

Legend



Google Earth

©2018 Google

500 ft



**601 4th St. N.**

Old Funeral Home

Legend



Google Earth

© 2019 Google  
© 2018 Google



8.51 ft

**TCEDC Agenda**

**2. d.**

**Meeting Date:** 07/25/2019

**Submitted By:** Rhomari Jackson, City Secretary

**Department:** City Secretary

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**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 19-31, approving the demolition of property located at 615 - 617 7th Avenue. (Community Development)

**BACKGROUND**

The TCEDC has been assisting the Code Enforcement group to demolish commercial properties. In the past, we have waited until we have had the court order, but this has caused some delays. We would like to have the funds approved for the demolitions once the courts have provided the Orders with the date, so that once the date has expired, the City can have the structured without delay and abate the nuisance. We have several and expect at least two to be demolished by the City and not by the property owner.

This is the secpnd property we would like funds for demolition. It is estimated at \$75,000. We will place a lien on the property and be reimbursed through the lien later. It is the old Flea Market building. George Fuller will be present to discuss details of the status, etc.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Attachments**

Resolution

Aerial View

Image

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**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 19-31**

**A RESOLUTION APPROVING THE ACCEPTANCE OF AND DEMOLITION OF PROPERTY LOCATED AT 615 - 617 7TH AVENUE, TEXAS CITY, GALVESTON COUNTY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (“TCEDC”), duly held on July 25, 2019, a general discussion was held concerning the demolition of property located at 615 - 617 7th Avenue, Texas City, Galveston County, Texas; and

**WHEREAS**, it is proposed that the TCEDC approve funds for the demolition of property located at 615 - 617 7th Avenue. The property is currently going through litigation but will have a lien placed against the property for future reimbursement; and

**WHEREAS**, this action will remove a nuisance property and blight from the neighborhood; and

**WHEREAS**, it is proposed that the Texas City Economic Development Corporation approves an amount not to exceed \$75,000.00 to demolish the property located at 615 - 617 7th Avenue, Texas City, Galveston County, Texas.

**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 demolition of property located at 615 - 617 7th Avenue, Texas City, Galveston County, Texas, for an amount not to exceed \$75,000.00.

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

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

**PASSED AND ADOPTED this 25th day of July 2019.**

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CHAIRPERSON/VICE CHAIRPERSON  
Texas City Economic Development Corporation

ATTEST:

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BOARD SECRETARY

Texas City Economic Development Corporation

615-617 7th Av. N.

Old Flea Market

Legend

7th St N

7th Ave N

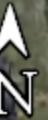
6th St N

6th Ave N

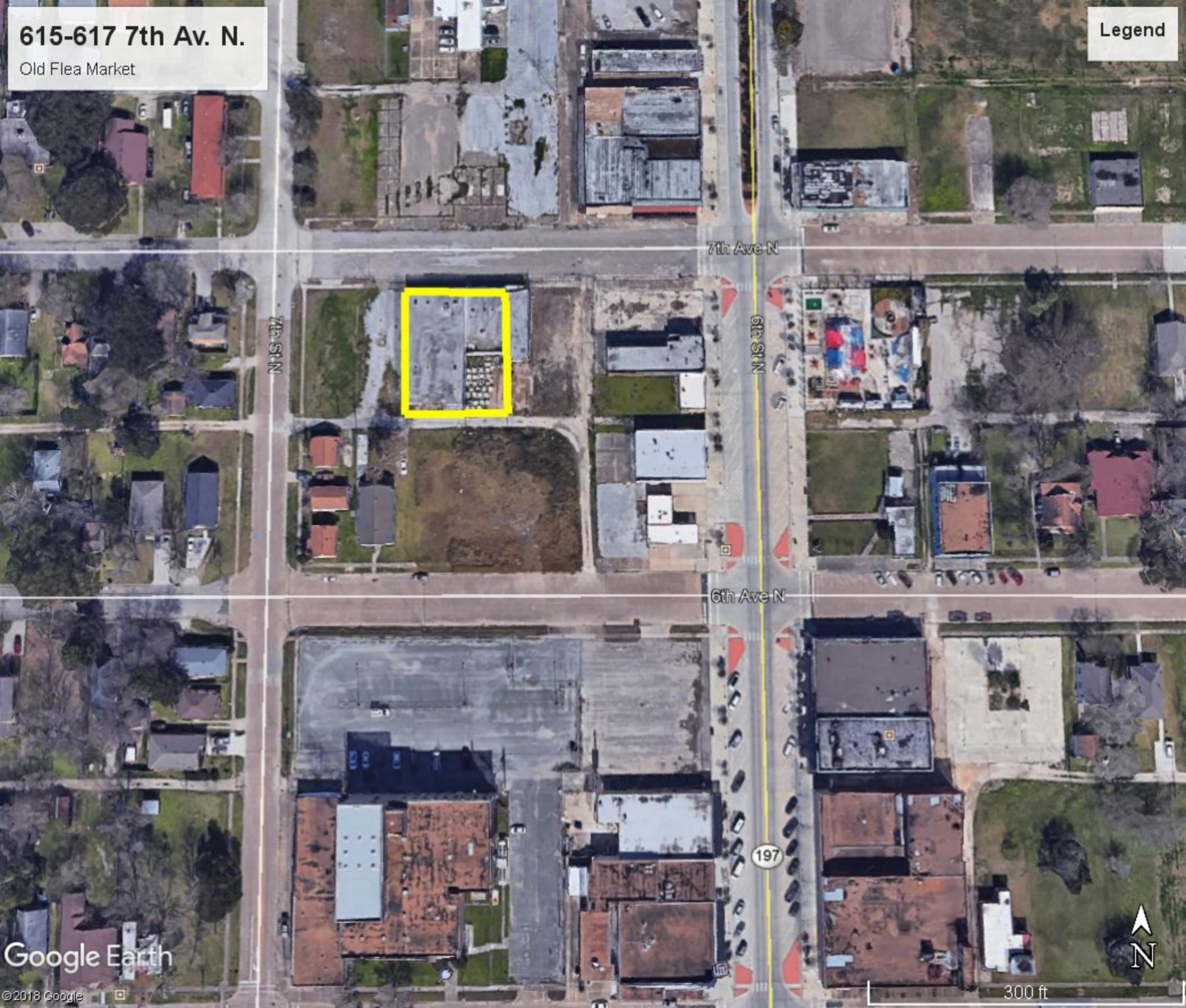
197

Google Earth

©2018 Google



300 ft



615-617 7th Av. N.

Old Flea Market

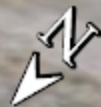
Legend



Google Earth

©2019 Google  
©2018 Google

7.11 ft



**TCEDC Agenda**

**2. e.**

**Meeting Date:** 07/25/2019

**Submitted By:** Rhomari Jackson, City Secretary

**Department:** City Secretary

---

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 19-32, approving the demolition of property located at 802 9th Avenue. (Community Development)

**BACKGROUND**

The TCEDC has been assisting the Code Enforcement group to demolish commercial properties. In the past, we have waited until we have had the court order, but this has caused some delays. We would like to have the funds approved for the demolitions once the courts have provided the Orders with the date, so that once the date has expired, the City can have the structured without delay and abate the nuisance. We have several and expect at least two to be demolished by the City and not by the property owner.

This is the third property we would like funds for demolition. It is estimated at \$75,000. If we should demolish, we will place a lien and be reimbursed through the lien. It is the old Apartments next to Teraza's. The owner has signed the documents to have it torn down and we will place a lien on the property should we not get payment as part of the court order. George Fuller will be present to discuss details of the status, etc.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Attachments**

Resolution

Aerial View

Image

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**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 19-32**

**A RESOLUTION APPROVING THE ACCEPTANCE OF AND DEMOLITION OF PROPERTY LOCATED AT 802 9TH AVENUE, TEXAS CITY, GALVESTON COUNTY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (“TCEDC”), duly held on July 25, 2019, a general discussion was held concerning the demolition of property located at 802 9th Avenue, Texas City, Galveston County, Texas; and

**WHEREAS**, it is proposed that the TCEDC approve funds for the demolition of property located at 802 9th Avenue. The property is currently going through litigation but will have a lien placed against the property for future reimbursement; and

**WHEREAS**, this action will remove a nuisance property and blight from the neighborhood; and

**WHEREAS**, it is proposed that the Texas City Economic Development Corporation approves an amount not to exceed \$75,000.00 to demolish the property located at 802 9th Avenue, Texas City, Galveston County, Texas.

**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 demolition of property located at 802 9th Avenue, Texas City, Galveston County, Texas, for an amount not to exceed \$75,000.00.

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

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

**PASSED AND ADOPTED this 25th day of July 2019.**

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CHAIRPERSON/VICE CHAIRPERSON  
Texas City Economic Development Corporation

ATTEST:

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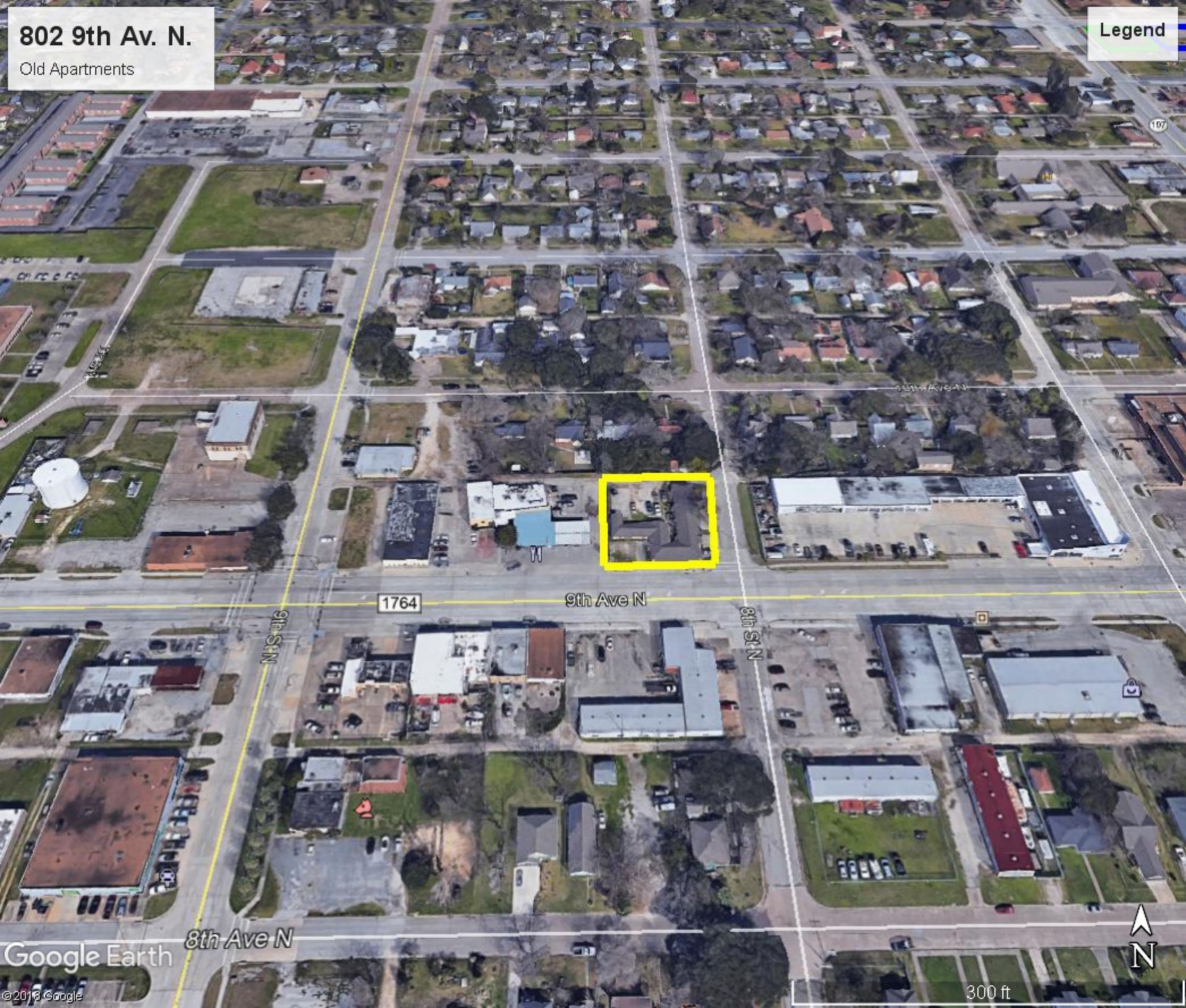
BOARD SECRETARY

Texas City Economic Development Corporation

802 9th Av. N.

Old Apartments

Legend



1764

9th Ave N

8th St N

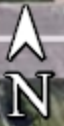
9th St N

8th Ave N

Google Earth

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300 ft



802 9th Av. N.

Old Apartments

Legend



Google Earth

©2018 Google  
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8.10 ft



**TCEDC Agenda**

2. f.

**Meeting Date:** 07/25/2019

**Submitted By:** Rhomari Jackson, City Secretary

**Department:** City Secretary

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**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 19-33, approving the demolition of property located at 401 7th Street. (Community Development)

**BACKGROUND**

The TCEDC has been assisting the Code Enforcement group to demolish commercial properties. In the past, we have waited until we have had the court order, but this has caused some delays. We would like to have the funds approved for the demolitions once the courts have provided the Orders with the date, so that once the date has expired, the City can have the structured without delay and abate the nuisance. We have several and expect at least two to be demolished by the City and not by the property owner.

This is the fourth property we would like funds for demolition. It is estimated at \$100,000. If we should demolish the property, we will place a lien on the property and be reimbursed as a result of lien. It is the old City Motel. George Fuller will be present to discuss details of the status, etc.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Attachments**

Aerial View  
Image

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401 7th At. N.

Old City Motel

Legend



5th Ave N

N 18 St

197

4th Ave N

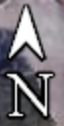
7th St N

6th St N

Google Earth

©2018 Google

300 ft



401 7th At. N.

Old City Motel

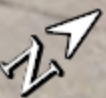
Legend



Google Earth

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8.65 ft

**TCEDC Agenda**

**2. g.**

**Meeting Date:** 07/25/2019

**Submitted By:** Rhomari Jackson, City Secretary

**Department:** City Secretary

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**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 19-34, approving the sale of property located in the 3300 Block of 1st Avenue South.

**BACKGROUND**

The Safety Council is looking to expand their campus and requested to purchase a lot that the Kohlfeldt Trust donated to the city in the 3300 block of 1st Av.N. After taking into account the mowings, the CAD value and the Title report it was determined that \$7,000 would be appropriate and fully satisfy the need to meet market value. See the attachments to locate the property.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Attachments**

Resolution

Map

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**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 19-34**

**A RESOLUTION AUTHORIZING THE SALE OF PROPERTY LOCATED AT 3300 BLOCK OF 1 ST AVENUE NORTH, TEXAS CITY, GALVESTON COUNTY, TEXAS, TO THE SAFETY COUNCIL OF TEXAS CITY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on July 25, 2019, a general discussion was held concerning the sale of property located in the 3300 Block of 1st Avenue North, Texas City, Galveston County, Texas to The Safety Council of Texas City; and

**WHEREAS**, The Safety Council of Texas City has offered to purchase each property for \$7,000.00.

**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 the property, as described below, in the total amount of \$7,000.00.

3300 Block of 1st Avenue North, Texas City, Galveston County, Texas

**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 The Safety Council of Texas City.

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

**PASSED AND ADOPTED this 25th day of July 2019.**

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CHAIRPERSON/VICE CHAIRPERSON  
Texas City Economic Development Corporation

ATTEST:

---

BOARD SECRETARY  
Texas City Economic Development Corporation

# Untitled Map

Write a description for your map.

## Legend



Google Earth

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