

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, AUGUST 18, 2021 - 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM - CITY HALL  
VIA ZOOM

PLEASE NOTE:

Due to the COVID 19 Disaster and the CDC's recommendation regarding social distancing measures, the City Commission will meet in person while the public participates electronically. Texas Governor Greg Abbott waived on a temporary basis certain sections of the Texas Open Meetings Act. The meeting will be audible and to members of the public and allow for two-way communications for those desiring to participate.

To join the telephone audio conference, please use the following instructions.

**Dial: +1 346 248 7799 OR 877 853 5257 (Toll Free) OR 888 475 4499 (Toll Free)**

**Webinar ID: 828 4835 6395**

You will automatically be muted when joining the conference. To raise your hand or notify the call manager for attention, please dial \*9 on your phone during the call. When appropriate the call manger will unmute your line and the system will notify you that you can now participate in public comments.

We ask that if you will be joining the telephone conference to speak, please mute your computer audio. When using telephone audio with computer audio on, a feedback loop can be created causing disruptive echoing or a loud static. Disruptive audio will cause your line to be muted by the call manager.

After the meeting, a recording of this meeting's audio will be made available to the public, upon request.

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) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) REPORTS
  - (a) Street and Bridge (Public Works)
  - (b) Community Development (Code Enforcement)
- (5) PUBLIC HEARING
  - (a) 418 Southlake, LTD requests to rezone from "A" (Single-Family Residential) to "I" (Planned Unit Development) to construct Southlake Subdivision – a Master Planned Community within the City of Texas City. Being approximately 438-acres of undeveloped land. Located north of FM 517, south of FM 646 and west of FM 3436.

(6) PRELIMINARY ZONING APPROVAL

- (a) Consider and take action on request by 418 Southlake, LTD to rezone from "A" (Single-Family Residential) to "I" (Planned Unit Development). Being approximately 438-acres of undeveloped land. Located north of FM 517, south of FM 646 and west of FM 3436.

(7) PUBLIC COMMENTS

(8) CONSENT AGENDA

- (a) Approve City Commission Minutes for the August 4, 2021 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 21-056, Emergency Declaration of Disaster. (Emergency Management)
- (c) Consider and take action on Resolution No. 21-057, awarding an annual contract for Bid No. 2021-104 Oils and Lubricants Annual Contract. (Public Works)
- (d) Consider and take action on Resolution No. 21-058, approving a development for 418 Southlake, Ltd. (Engineering & Planning)
- (e) Consider and take action on Resolution No. 21-059, consenting to the annexation of land into MUD #53. (Engineering & Planning)
- (f) Consider and take action on Resolution No. 21-060, approving and awarding Bid No, 2021-105 Personnel Protective Equipment, Fire Hose, Nozzles, and related equipment annual contract. (Purchasing)
- (g) Consider and take action on Resolution No. 21-061, authorizing payment of windstorm insurance premium to Victor Insurance Managers Inc. (Finance)
- (h) Consider and take action on Resolution No. 21-062, authorizing the City to enter into a Utility Services Agreement between Texas City, GCMUD 53, and 418 Southlake, LTD. (Developer). (Engineering and Planning)
- (i) Consider and take action on Resolution No. 21-063, approving the Moore Memorial Public Library Strategic Plan to take effect October 1, 2021, through September 30, 2024. (Library)

(9) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 21-20, amending the fiscal year 2020-2021 budget to accept and appropriate the Community Development Block Grant Disaster Recovery Mitigation funds for drainage improvements. (Finance)

(10) COMMISSIONERS' COMMENTS

(11) MAYOR'S COMMENTS

(12) ADJOURNMENT

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

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON AUGUST 13, 202, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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RHOMARI LEIGH  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(5) (a)**

**Meeting Date:** 08/18/2021

Rezoning request from 418 Southlake, LTD

**Submitted For:** Doug Kneupper, Transportation and Planning

**Submitted By:** Veronica Carreon, Inspections

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

418 Southlake, LTD requests to rezone from "A" (Single-Family Residential) to "I" (Planned Unit Development) to construct Southlake Subdivision – a Master Planned Community within the City of Texas City. Being approximately 438-acres of undeveloped land. Located north of FM 517, south of FM 646 and west of FM 3436.

**BACKGROUND**

The rezoning request came before the Zoning Commission on Tuesday, July 20, 2021 during a Public Hearing. After hearing all information and staff recommendations, the Zoning Commission unanimously recommended approval of the request to rezone to "I" (Planned Unit Development).

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

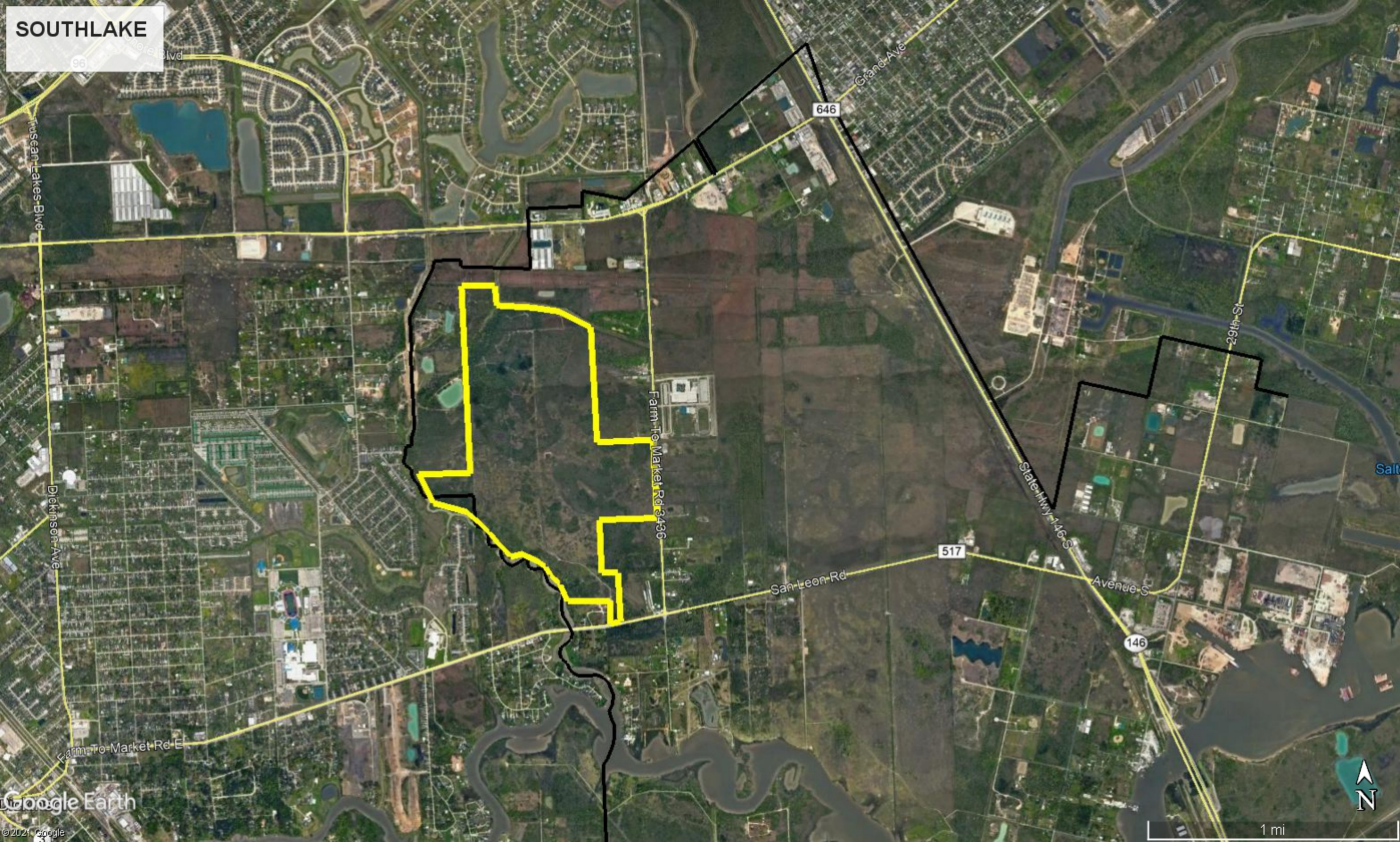
Zoning Commission Exhibits

Southlake PUD ZC Staff Report

Zoning Commission Minutes 7-20-21

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# SOUTHLAKE



Musean Lakes Blvd

Grand Ave

646

Farm-To-Market Rd 3436

29th St

State Hwy 146-S

517

San Leon Rd

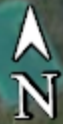
Avenue S

146

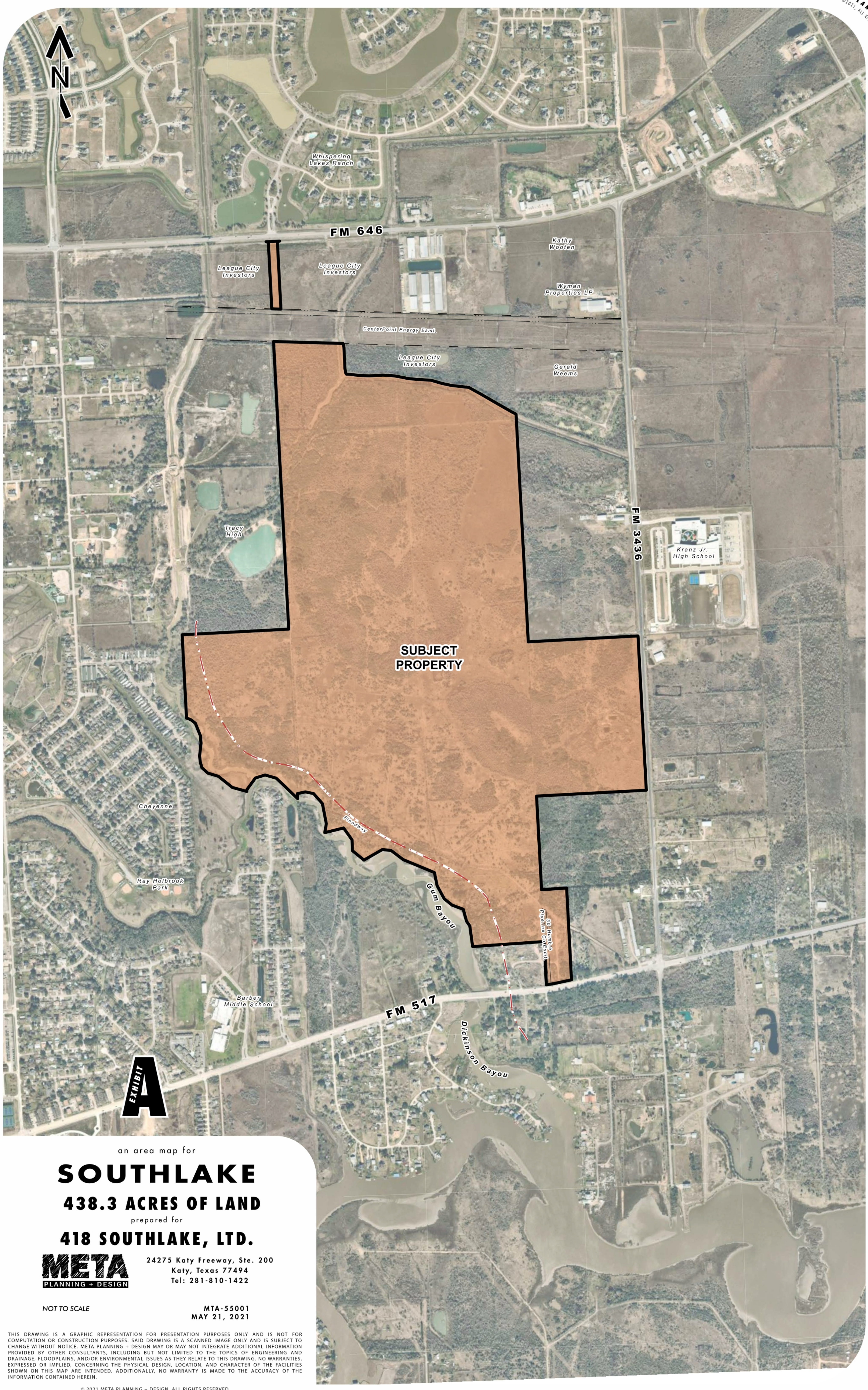
Farm To Market Rd E

Google Earth

©2021 Google



1 mi



**SUBJECT  
PROPERTY**

**EXHIBIT  
A**

an area map for  
**SOUTHLAKE**  
**438.3 ACRES OF LAND**  
prepared for  
**418 SOUTHLAKE, LTD.**

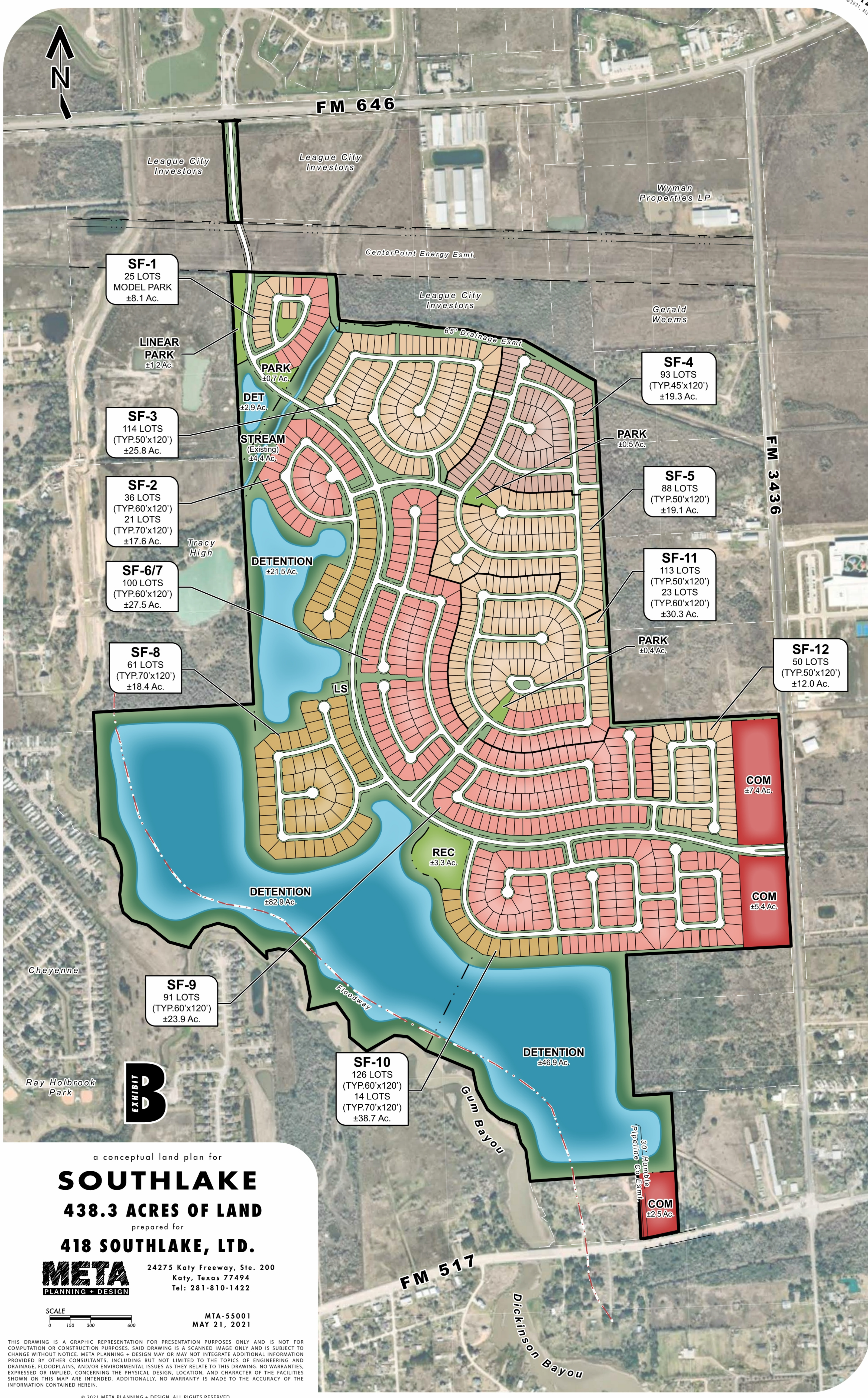
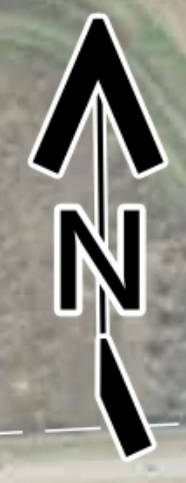


24275 Katy Freeway, Ste. 200  
Katy, Texas 77494  
Tel: 281-810-1422

NOT TO SCALE

MTA-55001  
MAY 21, 2021

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



**SF-1**  
25 LOTS  
MODEL PARK  
±8.1 Ac.

**LINEAR PARK**  
±12 Ac.

**SF-3**  
114 LOTS  
(TYP.50'x120')  
±25.8 Ac.

**SF-2**  
36 LOTS  
(TYP.60'x120')  
21 LOTS  
(TYP.70'x120')  
±17.6 Ac.

**SF-6/7**  
100 LOTS  
(TYP.60'x120')  
±27.5 Ac.

**SF-8**  
61 LOTS  
(TYP.70'x120')  
±18.4 Ac.

**SF-9**  
91 LOTS  
(TYP.60'x120')  
±23.9 Ac.

**SF-10**  
126 LOTS  
(TYP.60'x120')  
14 LOTS  
(TYP.70'x120')  
±38.7 Ac.

**SF-4**  
93 LOTS  
(TYP.45'x120')  
±19.3 Ac.

**SF-5**  
88 LOTS  
(TYP.50'x120')  
±19.1 Ac.

**SF-11**  
113 LOTS  
(TYP.50'x120')  
23 LOTS  
(TYP.60'x120')  
±30.3 Ac.

**SF-12**  
50 LOTS  
(TYP.50'x120')  
±12.0 Ac.

**COM**  
±7.4 Ac.

**COM**  
±5.4 Ac.

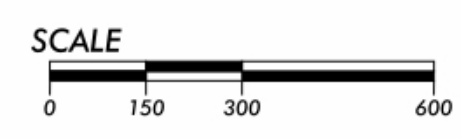
**COM**  
±2.5 Ac.

**EXHIBIT B**

a conceptual land plan for  
**SOUTHLAKE**  
**438.3 ACRES OF LAND**  
prepared for  
**418 SOUTHLAKE, LTD.**

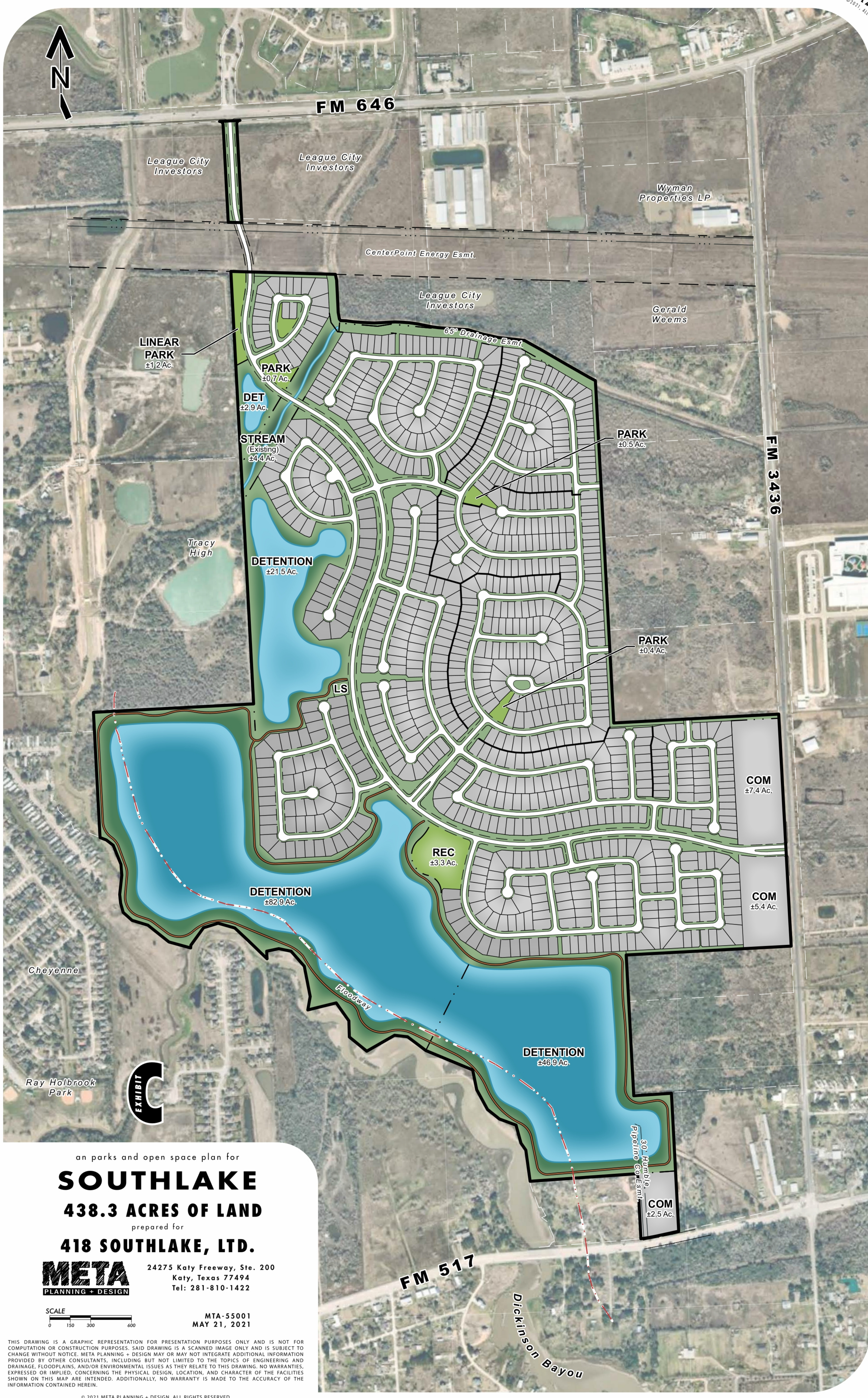
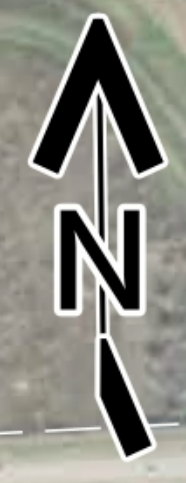


24275 Katy Freeway, Ste. 200  
Katy, Texas 77494  
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MTA-55001  
MAY 21, 2021

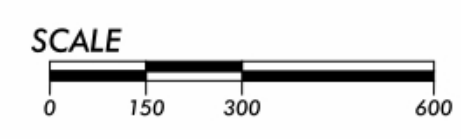
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an parks and open space plan for  
**SOUTHLAKE**  
**438.3 ACRES OF LAND**  
prepared for  
**418 SOUTHLAKE, LTD.**



24275 Katy Freeway, Ste. 200  
Katy, Texas 77494  
Tel: 281-810-1422



MTA-55001  
MAY 21, 2021

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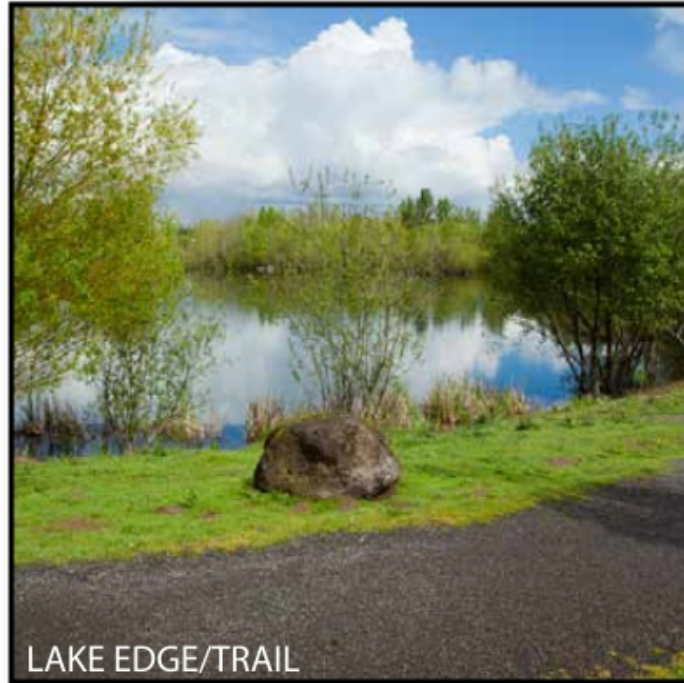
NEIGHBORHOOD GARDEN



LITTLE FREE LIBRARY



LAKE EDGE/TRAIL



LAKE EDGE/TRAIL



FIELDS



PLAYGROUND



LAKE EDGE



FITNESS CIRCUIT

a park and openspace character for  
**SOUTHLAKE**  
**438.3 ACRES OF LAND**  
prepared for  
**418 SOUTHLAKE, LTD.**

**EXHIBIT D**

**META**  
PLANNING + DESIGN

24275 Katy Freeway, Ste. 200  
Katy, Texas 77494  
Tel: 281-810-1422

SCALE: NTS

MTA-55001  
JUNE 01, 2021

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# Memo

To: Zoning Commission  
From: Doug Kneupper, City Engineer  
CC:  
Date: July 14, 2021  
Re: SOUTHLAKE Subdivision, Planned Unit Development Zoning

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**Background:** Principals with 418 Southlake, LTD. have had several meetings with City officials and staff to discuss the proposed single-family residential and commercial development. The project will be on approximately 438-acres of undeveloped land that is generally off the west side of FM 3436, and between FM 646, and FM 517. Although the majority of the project will be single-family residential, there are approximately 15 acres adjacent to FM3436 and FM517 that are being considered for commercial development. The project will include a combination of 45', 50', 60', and 70' wide lots. The city's vision and long-range plan suggests that a variety of housing products be developed to serve the needs of the community and attract new families to the city. Generally lot sizes and the inclusion of amenities have an effect on the types of homes being developed. To aid in the development of a project of this magnitude, a Municipal Utility District (GCMUD 53) has been created to assist in the financing of water, sewer, drainage, and other approved facilities.

There is no single zoning district to accommodate this variety in lots sizes and commercial uses, so staff and the developer have chosen to pursue a Planned Unit Development (PUD). Under this zoning designation a variety of lot sizes can be arranged along with amenities such as landscaped, decorative fencing, entryways, parks, amenity lakes, and open spaces, along with the commercial uses to create a high quality, compatible development.

**Staff Analysis / Recommendation:** In reviewing the conceptual land plan, the total lot yield will be approximately 1200 lots. The breakdown into lot size categories is as follows:  
45' lots – 10%      50' lots – 40%      60' lots - 40%      70' lots – 10%

An important component to a viable residential development is providing parks and meaningful open spaces. The parks and open space plan identifies a major recreation site along with two pocket parks and a linear park at the entrance. The parks should be introduced to the subdivision relatively early, and the features and amenities provided in each park should be generally described. The document requires the major recreation facility to be fully developed before the completion of the 500<sup>th</sup> home. The project will have entry monuments at FM 646 and FM 3436. The Neighborhood Collector roadway will have decorative fencing for the adjacent lots. Also, lots adjacent to a detention / amenity lake will have open, decorative fencing next to the water feature.

The developer's application alludes to the creation of a Homeowner's Association that will be responsible for maintenance of parks and common areas. The HOA document will also need to provide strong language regarding the HOA's ability to keep the subdivision clean, attractive, and sustainable by abating nuisance and property maintenance type issues.

Roadway access into Southlake will be from a new Neighborhood Collector roadway. The first phase will be off FM 646 and will provide adequate access for the initial phases of the project. Ultimately the new collector road will be extended to FM 3436 and will provide good access and circulation through the subdivision. In conjunction with construction of the Neighborhood Collector, paved sidewalks will be included to provide pedestrian and bicycle connectivity throughout the neighborhood.

Water and sewer facilities are available for this project. Water is along FM 3436 and can be extended directly into the property. Ultimately, an upgrade to the water distribution plant will be required to serve the entire project. For sewer, Southlake will construct a regional lift station inside their project and pump to the city's sewer line on FM 517.

Drainage and stormwater management will be provided by a significant lake / detention system that drains into Gum Bayou. There is no drainage district with jurisdiction in this area, so city staff will provide review and approval for the Drainage Impact Analysis.

The Planning Board reviewed this project at their June 21<sup>st</sup> meeting and is recommending approval. Recommendations from the Zoning Commission and Planning Board will be forwarded to City Commission for their final consideration. The PUD document and concept plans provide the pathway for the developer to move forward with the project and submit preliminary plats and construction plans for developing the residential sections.

City staff has reviewed this PUD application and Masterplan and have no objections to approval.

## **ZONING COMMISSION MINUTES**

### **July 20, 2021**

The Zoning Commission of the City of Texas City met in a regularly scheduled meeting and Public Hearing on Tuesday, July 20, 2021 at 5:15 p.m. Commission members present were: Chairman Perry O'Brien, Gary Potter, Aric Owens, Thelma Bowie and Bruce Clawson. Staff members present were: Doug Kneupper and Veronica Carreon. Citizens present were: Becky Collins, UMT; Clayton Weishuhn, LJA Engineering; John Cantu, Kathryn Parker, David Good, Rudy Ybarra and Tony Patronella.

Chairman O'Brien addressed those present and explained the procedures for the Public Hearing. He indicated a quorum was present and called the meeting to order.

**APPROVAL OF MINUTES:** The minutes from January 19, 2021 were approved on a motion by Aric Owens/Bruce Clawson. All members present voted aye.

**ITEM NO. 1 418 Southlake, LTD. requests to rezone from "A-1" (Single-Family Residential) and "O" (Open Space) to "I" (Planned Unit Development) for a residential and commercial development. Being ±438.3 acres of land out of the Dugat Subdivision and located north of FM 517, south of FM 646 and west of FM 3436.**

Mr. Kneupper provided the background information for this rezoning request. Principals with 418 Southlake, LTD. have met with City officials and staff to discuss the proposed single-family residential and commercial development known as Southlake Subdivision. At this location, there is no zoning district to accommodate the combination of lot sizes and commercial uses the developer has planned, so staff and the developer have chosen to pursue a Planned Unit Development (PUD). Under this zoning district, the PUD allows for the flexibility of lot sizes along with amenities such as parks, lakes, landscaped - decorative fencing, viable open spaces, along with the commercial uses to create a high quality, compatible development. The open space plan identifies a major recreation site along with two pocket parks and a linear park at the entrance. The parks should be introduced relatively early to the subdivision. The document also requires that the major recreation facility be fully developed before the completion of the 500<sup>th</sup> home. The developer's application alludes to the creation of a Homeowner's Association that will be responsible for the maintenance of parks and common areas. Roadway access into Southlake will be from a new Neighborhood Collector roadway. Water and sewer are available to this project. Drainage and stormwater management will be provided by a significant lake/detention system that drains into Gum Bayou. Board member Bruce Clawson then expressed his concern about the drainage into Gum Bayou the overflow and heavy rains. There was a discussion about the drainage, to which Becky Collins and Clayton Weishuhn assured board members that the bayou will act as a regional detention pond and that there is a lot of excess capacity in the pond. With this project, 418 Southlake will also construct a large lake to take on most of the detention due to the fact that they are elevating this project by 3' to 4'. After discussion, **a motion was made by Bruce Clawson/Thelma Bowie to open the Public Hearing. All members present voted aye.** Citizens present were asked if they had any comments regarding the presentation, to which Mr. David Good and Mr. Rudy Ybarra were in favor of the project. Mr. John Cantu opposed only because he doesn't like anyone "in his backyard". **A motion was then made by Thelma Bowie/Bruce Clawson to close the Public Hearing.** All members present voted aye. There were no additional comments or discussion and **a motion was made by Bruce Clawson/Gary Potter to approve the rezoning request. All members present voted aye.**

**ITEM NO. 2 Other business.**

There was no further business to discuss at this time and **a motion was made by Thelma Bowie/Bruce Clawson to adjourn. All members present voted aye.**

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Zoning Commission Secretary

**CITY COMMISSION REGULAR MTG**

**(6) (a)**

**Meeting Date:** 08/18/2021

Preliminary Zoning Approval - 418 Southlake, LTD.

**Submitted For:** Doug Kneupper, Transportation and Planning

**Submitted By:** Veronica Carreon, Inspections

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider approval of zone change request by 418 Southlake, LTD to rezone from "A" (Single-Family Residential) to "I" (Planned Unit Development). Being approximately 438-acres of undeveloped land. Located north of FM 517, south of FM 646 and west of FM 3436.

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(8) (a)**

**Meeting Date:** 08/18/2021

**Submitted By:** Rhomari Leigh, Management Services

**Department:** Management Services

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve City Commission Minutes for the August 4, 2021 meeting. (City Secretary)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Minutes

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REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, AUGUST 4, 2021 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, AUGUST 4, 2021, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Dedrick Johnson, Sr.

1. ROLL CALL

Present: Dedrick Johnson, Mayor  
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem  
Kevin Yackly, Commissioner At-Large  
Keith Henry, Commissioner District 1  
Felix Herrera, Commissioner District 2  
Dorthea Jones Pointer, Commissioner District 3  
Jami Clark, Commissioner District 4

2. INVOCATION

Led by Pastor Kyle Jackson of LMC Church.

3. PLEDGE OF ALLEGIANCE

Led by Mayor Johnson, Sr.

4. REPORTS

a. Building Permits (Inspections Department)

Herman Myers, Building Official, gave a PowerPoint presentation.

b. Financial Quarterly Report (Finance)

Laura Boyd, Finance Director, gave a quarterly report on the City's investment portfolio.

5. PRELIMINARY PLAT APPROVAL

a. Review and Consider the General Plan Revision for Central Park South. Being 109.73 acres of land out of the W. K. Wilson Survey. Located on Century Blvd, north of Mainland City Centre and west of Lone Trail Village, Scottsdale Estates and South Point Estates Section 2.

Motion by Commissioner District 2 Felix Herrera, Seconded by Commissioner At-Large Kevin Yackly

**Vote: 7 - 0 CARRIED**

6. PUBLIC COMMENTS

William Walker gave comments concerning property located at 724 N. Oak.

Larry Bryant requested to address the Commissioners about Animal Control and George Fuller.

7. CONSENT AGENDA

Motioned by Commissioner Jami Clark, seconded by Commissioner Dorthea Jones Pointer to approve Consent Agenda items a, b, c, d, and e.

a. Approve City Commission Minutes for July 21, 2021 meeting. (City Secretary)

**Vote: 7 - 0 CARRIED**

- b. Consider and take action on Resolution No. 21-052, approving the adoption of the 2020 CDBG Consolidated Plan, the 2020 & 2021 Action Plans, and the submission of said plans to the U.S. Department of Housing and Urban Development (HUD). (Community Development)

**Vote: 7 - 0 CARRIED**

- c. Consider and take action on Resolution No. 21-053, formally establishing the CDBG Citizen Advisory Committee and approving the eight (8) individual appointments to said committee. (Community Development)

**Vote: 7 - 0 CARRIED**

- d. Consider and take action on Resolution No. 21-054, approving the rejection of all bids submitted for Bid No. 2021-047 City of Texas City Firemen's Center. (Public Works)

**Vote: 7 - 0 CARRIED**

- e. Consider and take action on Resolution No. 21-055, approving the contract with Catholic Charities of the Archdiocese of Galveston-Houston for a professional service administration for the CDBG-CV Texas City Emergency Rental Assistance Program (TCERAP). (Community Development)

**Vote: 7 - 0 CARRIED**

8. REGULAR ITEMS

- a. Consider and take action on proposed tax rate by record vote and schedule public hearings, if necessary. (Finance)

Mayor Dedrick Johnson ---Aye  
Commissioner At-Large, Mayor Pro Tem Thelma Bowie ---Aye  
Commissioner At-Large Kevin Yackly ---Aye  
Commissioner District 1 Keith Henry ---Aye  
Commissioner District 2 Felix Herrera ---Aye  
Commissioner District 3 Dorthea Jones Pointer ---Aye  
Commissioner District 4 Jami Clark ---Aye

**Vote: 7 - 0 CARRIED**

- b. Consider and take action on Ordinance No. 21-19, amend the fiscal year 2020-2021 budget to accept and appropriate C.A.R.E.S. Act funding for rental assistance and administration of these funds under the Community Development Block Grant (CDBG) 2019 action plan. (Finance)

Motion by Commissioner District 3 Dorthea Jones Pointer, Seconded by Commissioner District 2 Felix Herrera

**Vote: 7 - 0 CARRIED**

9. COMMISSIONERS' COMMENTS

All Commissioners stated that they hope residents stay safe, wear masks when applicable, and get vaccinated if possible.

10. MAYOR'S COMMENTS

Mayor Johnson stated that there will is a plan for more vaccination sites hosted at the Doyle Center.

11. ADJOURNMENT

Having no further business, Commissioner Dorthea Jones Pointer made a MOTION to ADJOURN at 5:47 p.m.; the motion was SECONDED by Commissioner Felix Herrera. All present voted AYE. MOTION CARRIED.

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DEDRICK JOHNSON, SR., MAYOR

ATTEST:

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Rhomari Leigh, City Secretary  
Date Approved:



**CITY COMMISSION REGULAR MTG**

**(8) (b)**

**Meeting Date:** 08/18/2021

**Submitted For:** Dedrick Johnson, Commissioners

**Submitted By:** Veronica Carreon, Inspections

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 21-056, Emergency Declaration of Disaster.  
(Emergency Management)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

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## RESOLUTION NO. 21-056

### **DECLARATION OF DISASTER OF A LOCAL STATE OF DISASTER RELATED TO THE EMERGENCE OF CORONA VIRUS/COVID-19**

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**WHEREAS**, on March 13, 2020 Governor Greg Abbott declared a state of disaster in Texas due to the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus; and

**WHEREAS**, some schools, universities, and other governmental entities are beginning to alter their schedules as precautionary responses to the increasing presence of COVID-19 in Texas; and

**WHEREAS**, the Corona virus has emerged in Galveston County with over five-thousand (5,000) active cases and given the apparent ease of transmission, the City of Galveston is faced with and imminent threat to the public health which requires the imposition of control measures; and

**WHEREAS**, the Mayor of the City of Texas City has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect property.

**NOW, THEREFORE, BE IT PROCLAIMED BY MAYOR, DEDRICK JOHNSON, SR., OF THE CITY OF TEXAS CITY;**

**WHEREAS**, the City of Texas City, Texas on the 18<sup>th</sup> day of August, 2021, faces the imminent threat of widespread of COVID-19, and possibly loss of life or business loss and

**WHEREAS**, Dedrick Johnson, Sr., the Mayor of the City of Texas City has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect our community,

**NOW, THEREFORE, BE IT PROCLAIMED BY MAYOR OF THE CITY OF TEXAS CITY, TEXAS,**

1. That a local state of disaster is hereby declared for the City of Texas City, Texas, pursuant to §418.018(a) of the Texas Government Code.

2. Pursuant to §418.018(b) of the Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the City Commission of the City of Texas City, Texas.

3. Pursuant to §418.018(c) of the Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

4. Pursuant to §418.18(d) of the Government Code, this declaration of a local state of disaster activates the City's emergency management plan.

5. That this proclamation shall take effect immediately from and after its issuance.

6. That this proclamation shall take effect at 8:00 A.M. on August 19, 2021.

**PASSED AND ADOPTED this 18th day of August 2021.**

---

Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(8) (c)**

**Meeting Date:** 08/18/2021

Bid # 2021-104 Oils and Lubricants Annual Contract

**Submitted For:** Mike McKinley, Public Works      **Submitted By:** Mike McKinley, Public Works

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve and award an annual contract to Texas Fueling Services for bid # 2021-104 Oils and Lubricants Annual Contract.

**BACKGROUND**

A request for bidders was advertised on June 29, and July 06, 2021 and bid packets were sent to local area vendors.

Four bids were received. The two lowest bidders bid several items that did not fit the criteria set forth in the bid documents.

A bid tabulation and letter of recommendation are attached for your review.

**ANALYSIS**

As two of the bidders bid non-compliant items, the next lowest responsible bid meeting all specifications was received from Texas Fueling Services, Inc.. It is the recommendation of the Public Works Department to award this bid to Texas Fueling Service, Inc. and that the Mayor be authorized to execute a contract on behalf of the City Commission.

Thank you.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Exhibit A  
Exhibit B  
Resolution

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**Bid Tabulation**  
**Bid # 2021-104**  
**Oils and Lubricants Annual Contract**

	Sun Coast Resource	Apache Oil*	Texas Fueling Services	Reladyne*
Total Bid Amount	\$134,996.62	\$127,936.11 \$104,647.11 <sup>c*</sup>	\$114,539.23	\$107,316.03*

\*Bid some items that did not fit the criteria set forth in the bid documents

<sup>c</sup> Corrected due to errors in math or units of measure

**From:** Mike McKinley  
**Sent:** Monday, August 9, 2021 11:08 AM  
**To:** Mike McKinley  
**Subject:** RE: 2021 lubricants contract award

**To Whom It May Concern,**

Regarding the lubricants bids just received I recommend we award the contract to Texas Fueling Services Inc. Reledyne was the lowest bid but about half of what they bid were not from national oil companies as set forth in the bid documents. Apache was taken out of consideration because of far too many mistakes and failures to meet specs. Suncoast was the most expensive by a large margin.

Best regards,

Chris J Sonnier  
Public Works Fleet Supt.  
409-643-5891  
Cell 409-682-6789



**RESOLUTION NO. 21-057**

**A RESOLUTION APPROVING BID NUMBER 2021-104 OILS AND LUBRICANTS ANNUAL CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the “Notice to Bidders” was published on June 29, 2021, and July 6, 2021. Bids packets were made available to local area vendors for Bid No. 2021-104 Oils and Lubricants Annual Contract; and

**WHEREAS**, bids were opened ~~July XX, 2021~~ and the low responsible bid meeting all the specifications was received from Texas Fueling Services, Inc., Houston, Texas; and

**WHEREAS**, the Public Works Department recommends awarding Bid No. 2021-104 Oils and Lubricants Annual Contract to Texas Fueling Services, Inc.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby awards Bid No. 2021-104 Oils and Lubricants Annual Contract to Texas Fueling Services, Inc.

**SECTION 2:** That the Mayor is hereby authorized to enter into a contract with Texas Fueling Services, Inc. for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 18th day of August 2021.**

---

Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(8) (d)**

**Meeting Date:** 08/18/2021

Approving a development agreement for 418 Southlake, LTD. (Engineering & Planning)

**Submitted For:** Doug Kneupper, Transportation and Planning

**Submitted By:** Veronica Carreon, Inspections

**Department:** Transportation and Planning

---

**Information**

**ACTION REQUEST (Brief Summary)**

Consider approval of a Development Agreement between the City and 418 Southlake, LTD. (Engineering & Planning)

**BACKGROUND**

The Development Agreement is intended to be a supplement to the PUD Zoning. There are provisions for the developer to create deed restrictions, home-builders will need to provide masonry exteriors to follow the City's current requirements, the developer will make a payment to the city of \$250,000 for municipal facilities that benefit the development, and there is a requirement for underground utilities, similar to what is being provided in Lago Mar and other developments. Staff has reviewed the Development Agreement for Southlake and have no objections to approval.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Southlake Development Agreement  
Resolution

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## DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF TEXAS CITY, TEXAS**, a home rule municipality located in Galveston County, Texas (the “City”), and **418 SOUTHLAKE, LTD.**, a Texas limited partnership (the “Developer”).

### RECITALS

The Developer owns approximately 436.62 acres of land more fully described in **Exhibit A**, attached hereto (the “Property”). The Property shall also include any additional land annexed into Galveston County Municipal Utility District No. 53 (the “District”) with the City’s consent. The Developer proposes to develop the Property as a master planned residential community (the “Project”). The Property is currently located within the corporate limits of the City.

The Developer determined that the creation of the District over a portion of the Property was and is necessary for the provision of the water, sewer, and drainage facilities, road facilities, and parks and recreational facilities necessary to develop the Property.

Marlin Atlantis White, Ltd., a Texas limited partnership (“MAW”), the previous owner of the Property, originally entered into a Development Agreement dated March 15, 2006 by and between MAW and the City (the “Original Agreement”) with respect to the Property. The City and the Developer, as successor in interest to MAW, intend, from and after full execution, that the Original Agreement shall be null and void and of no further force and effect and this Agreement shall replace and supersede any previous development agreement related to the Property, including the Original Agreement, in its entirety.

The City and the Developer have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each.

### AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants, and benefits contained herein, the City and the Developer contract and agree as follows:

#### ARTICLE 1 DEFINITIONS

The terms “City,” “Developer,” “District,” “Project,” and “Property” shall have the meanings provided for them in the Recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

*CIP Improvements* means the on-site and off-site water and wastewater capital improvements that are necessary to serve, at a minimum, the needs of the Property, as shown on the proposed capital improvement plan in **Exhibit B**.

*PUD* means the Planned Unit Development for the Property to be adopted pursuant to the Revised Zoning Ordinance of the City of Texas City, in effect as of the date of this Agreement.

*Utility Services Agreement* means the utility services agreement entered into between the City, the Developer, and the District.

## **ARTICLE 2 OBLIGATIONS OF THE CITY**

2.01. Acquisition of Easements for Off-Site non-CIP Improvements. The City shall cooperate and assist the District to acquire all off-site water and wastewater easements and sites necessary to serve the Property pursuant to the Utility Services Agreement.

## **ARTICLE 3 OBLIGATIONS OF THE DEVELOPER**

3.01. Municipal Facilities Fund. The Developer agrees to cause the District to contribute \$250,000 to the City, with such contribution to be paid from the proceeds of the District's first bond issuance. The City shall use such funds only for the construction of municipal facilities for the benefit of the Project, and such facilities shall be located within one (1) mile of the Property.

3.02. Utility Services Agreement. The City recognizes that the construction of the CIP Improvements in a timely manner is critical to the development of the Project. The City and the Developer agree that CIP Improvements must be constructed in order for the City to provide water and sanitary sewer service to the District. Accordingly, the City will permit the Developer and the District to expand the existing water plant and utilize an on-site lift station to pump wastewater to the existing force main and receive credit for the costs of such projects toward any water and wastewater impact fees, as appropriate, pursuant to the Utility Services Agreement. The City agrees to reserve water production and wastewater treatment capacity to serve the Project as reasonably required in conjunction with the development of the Property pursuant to the Utility Services Agreement.

3.03. Maintenance of certain improvements. The Developer or the District will finance and construct all lakes, ponds, and other detention facilities and open ditches, open drainage channels, canals, and other open storm water drainage improvements developed to serve the Property (the "Non-City Improvements") and the City will have no responsibilities with respect thereto. The Non-City Improvements, if any, will be constructed in accordance with all applicable rules and regulations. The City acknowledges and agrees that one or more of such detention facilities may be conveyed to the City of League City, Texas, or another entity in fee simple for the purposes of implementing regional drainage and detention improvements, including for grant eligibility purposes. Any such conveyance shall require written consent from the City. The Developer or District may enter into a maintenance cost-sharing agreement with

the City of League City, Texas, or other applicable entity for its portion of the maintenance expenses. The Developer and the District acknowledge and agree that the Non-City Improvements will be maintained by one of the following entities: 1) the District, 2) the property owners' association(s) serving the Property, or 3) another entity sharing in regional improvements as permitted above, as appropriate, and that the City shall never have the responsibility to own, operate or maintain the Non-City Improvements. The Developer agrees to form one or more property owners' associations, which shall have as one of their stated purposes to permanently maintain through assessments all Non-City Improvements to the extent that the District, or other entity as appropriate, is not responsible for maintaining such Non-City Improvements.

The Developer plans to construct or acquire certain road facilities and improvements on the Property to serve the Project (the "Road Facilities"). At the time any Road Facilities are dedicated or conveyed to the City, the City shall promptly accept and at all times maintain the Road Facilities, or cause the Road Facilities to be maintained, in good condition and working order, at the same standard as for any other road facilities maintained by the City, and in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

3.04 Covenants and Restrictions for Commercial and Residential use. The Developer agrees that all permanent structures shall be constructed pursuant to certain covenants and deed restrictions, a copy of which shall be provided to the City concurrently with submission of the first plat for the Project. These Covenants will include the requirement that all one-story homes shall be 3 sides masonry (includes brick, stone and stucco). For two-story homes, the requirement will be 3 sides masonry on the first floor with a minimum of 60% masonry overall.

3.05 Dry Utilities. All dry utilities, including gas, cable, and telephone lines, constructed by the Developer within the Project shall be placed underground. This does not apply to electric transmission lines that are permitted to be overhead on concrete poles. The Developer agrees to use its best efforts to minimize the impact to the internal portions of the Project.

#### **ARTICLE 4 LAND AND DEVELOPMENT COVENANTS**

Developer agrees that development of the Property shall be in accordance with the terms of the PUD.

#### **ARTICLE 5 TERM AND DEFAULT**

5.01. Term. This Agreement shall be in effect as of the date set forth on the first page hereof, and shall terminate thirty (30) years thereafter, unless terminated earlier as specifically provided herein.

5.02. Default.

a. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

b. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, (a) the party claiming such failure shall provide notice, in writing, to the party alleged to have failed to perform of the alleged failure and shall demand performance (which notice shall set forth in reasonable detail the nature of the alleged failure), and (b) the party alleged to have failed to perform has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, there shall be no breach of this Agreement if, within the applicable cure period, the party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Upon a breach of this Agreement, the non-defaulting Party shall be entitled to specific performance. Regardless of any other provision, neither Party shall be entitled to recover monetary damages for breach of this Agreement, or a tort related to this Agreement. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this section or any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

c. The City hereby waives its immunity from suit solely for the purpose of allowing the Developer and any allowed successor or assignee to enforce this Agreement.

## **ARTICLE 6 MISCELLANEOUS PROVISIONS**

6.01. Approvals and consents. The Developer and the City agree to execute and adopt such further documents (including ordinances and resolutions) as may be required to carry out the purposes set forth in this Agreement.

6.02. Address and notice. Any notice to be given under this Agreement shall be given in writing, addressed to the party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested; by messenger delivery; or by telecopy. Notice deposited by mail shall be effective three days after posting. Notice given in any other manner shall be effective upon receipt by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:  
City of Texas City, Texas  
1801 9<sup>th</sup> Avenue N  
Texas City, Texas 77590  
Attn: Mayor

If to Developer, to:  
418 Southlake, Ltd.  
1301 Municipal Way, Suite 200  
Grapevine, TX 76051  
Attn: Becky Collins/Jeff  
Gilpatrick/Brandon Jester  
BCollins@UMTH.com,  
JGilpatrick@UMTH.com,  
BJester@UMTH.com

cc to the District to:  
Galveston County Municipal Utility  
District No. 53  
c/o: Sanford Kuhl Hagan Kugle Parker  
Kahn LLP  
1980 Post Oak Boulevard, Suite 1380  
Houston, Texas 77056  
Attn: Julianne B. Kugle/Joshua J. Kahn

The parties shall have the right from time to time to change their respective addressees by giving written notice of such change to the other party at least fifteen (15) days prior to the effective date of the change.

6.03. Assignability; successors and assigns. All covenants and agreements contained by or on behalf of a party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other parties and their successors and assigns. The parties may assign their rights and obligations, in whole or in part, under this Agreement or any interest herein. Any such assignment shall be acknowledged in writing by the assignor and assignee and said acknowledgement will be delivered to the other party within ten (10) days of the assignment. The Developer may make a collateral assignment in favor of a lender without consent. This section shall not be construed to prevent the Developer from selling lots, parcels, or other portions of the Property in the normal course of business. If such assignment of the obligations by the Developer hereunder is effective, the Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder.

6.04. No additional waiver implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

6.05. Reservation of rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

6.06. Parties in interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

6.07. Merger. This Agreement embodies the entire understanding between the parties and there are no prior representations, warranties, or agreements between the parties covering the subject matter of this Agreement. Upon full execution, this Agreement replaces, in its entirety, any prior development agreements, including the Original Agreement, whereupon the Original Agreement is unconditionally terminated and of no further force and effect. The parties acknowledge that upon execution of this Agreement there are no events of default under the Original Agreement and no facts or circumstances which with the giving of notice or passage of time would constitute an event of default under the Original Agreement. The City

unconditionally and fully releases the Developer from any and all claims that the City had or may have against the Developer, as successor in interest to MAW, directly or indirectly arising under or related to the Original Agreement.

6.08. Modification; Exhibits. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The exhibits attached to this Agreement are incorporated by this reference for all purposes. To the extent of any conflict between the exhibits and the terms of this Agreement, the terms of this Agreement shall prevail. Notwithstanding the foregoing, to the extent of any conflict between this Agreement and the PUD, the terms of the PUD shall control.

6.09. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

6.10. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement. This Agreement shall be construed fairly and reasonably and not more strictly against the drafter because both parties were represented by legal counsel in the negotiation and review of this Agreement.

6.11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

**[SIGNATURE PAGES FOLLOW]**

AGREED AND ACCEPTED as of the date first above written.

**418 SOUTHLAKE, LTD.,**  
a Texas limited partnership

By: NEHC Properties, Inc.,  
a Texas corporation,  
its General Partner

By: \_\_\_\_\_  
Joseph H. Fogarty, President

AGREED AND ACCEPTED as of the date first above written.

**CITY OF TEXAS CITY, TEXAS**

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Mayor

ATTEST:

---

City Secretary

(SEAL)

APPROVED AS TO FORM:

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City Attorney

**Exhibit A**  
**The Property**

**Exhibit B**  
**Capital Improvement Plan**

**RESOLUTION NO. 21-058**

**A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TEXAS CITY AAND 418 SOUTHLAKE, LTD.; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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

**SECTION 1:** The City authorizes a Development Agreement between the City of Texas City and 418 Southlake, Ltd.; and an executed copy of this agreement shall be attached as “**Exhibit A.**”

**SECTION 2:** The Mayor or his designee is authorized to execute all documents necessary to complete this transaction.

**SECTION 3:** All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of conflict only.

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

**PASSED AND ADOPTED this 18th day of August 2021.**

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Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(8) (e)**

**Meeting Date:** 08/18/2021

Consenting to the annexation of land into Galveston County MUD 53.(Engineering & Planning)

**Submitted For:** Doug Kneupper, Transportation and Planning

**Submitted By:** Veronica Carreon, Inspections

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider approval of a Resolution consenting to the annexation of approximately 65 acres of land into MUD 53.(Engineering & Planning)

**BACKGROUND**

When Galveston County Municipal Utility District 53 (GCMUD 53) was originally created in 2005, it included all the land under control by the developer at that time. Since then, the developers have acquired additional land (approx. 65 acres), and would like to have the additional land annexed into the utility district. This would provide the 65 acres the same mechanism for reimbursement for water, sewer, and drainage improvements as the rest of the development.

The City has engaged a consultant, David Oliver with ABHR to review the request and associated documents. All items are in order and staff has no objections to the request.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Consent to Annex GCMUD 53

Survey

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**RESOLUTION NO. 21-059**

**A RESOLUTION APPROVING THE ANNEXATION OF APPROXIMATELY 65 ACRES OF LAND INTO MUNICIPAL UTILITY DISTRICT NO. 53; IMPOSING CERTAIN CONDITIONS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, Galveston County Municipal Utility District No. 53 and 418 Southlake, Ltd., respectfully petition the City of Texas City, Texas, for the consent to addition of land to MUD No. 53.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, approves the annexation of approximately 65-acre tract, into Galveston County Municipal Utility District No.53, as more fully described in the “Petition for Consent to Annex Land Into A Municipal Utility District” attached and incorporated herein for all purposes.

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

**PASSED AND ADOPTED this 18th day of August 2021.**

\_\_\_\_\_  
Dedrick D. Johnson, Sr. Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

\_\_\_\_\_  
Kyle L. Dickson  
City Attorney



- (5) the navigation of its inland and coastal water;
- (6) the control, abatement, and change of any shortage or harmful excess of water;
- (7) the protection, preservation, and restoration of the purity and sanitary condition of water within the state;
- (8) the preservation of all natural resources of the state;
- (9) a water supply for municipal uses, domestic uses and commercial purposes;
- (10) the collection, transportation, processing, disposal, and control of all domestic, industrial, or communal wastes, whether fluids, solids, or composites;
- (11) the gathering, conducting, diverting, and controlling of local storm water or other local harmful excesses of water; and
- (12) the construction, acquisition, improvement, operation, repair, extension, or maintenance of park and recreational facilities to the extent authorized by Article XVI, Section 59, of the Texas Constitution.

The District is empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, easements, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

#### V.

The general nature of the work to be done by and within the Tract at the present time is the construction, maintenance and operation of a waterworks system for domestic and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; the construction, installation, maintenance, purchase and operation of park and recreational facilities; and the construction, installation, maintenance, purchase and operation of such additional facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is organized.

#### VI.

There is a necessity for the improvements above described because the Tract is located within an area that is experiencing substantial and sustained residential and commercial growth, is urban in nature, and is not supplied with adequate water, sanitary sewer, drainage, and park and recreational facilities and services. The health and welfare of the future inhabitants of the Tract require the acquisition, construction, installation, extension, improvement, maintenance, and operation of an adequate waterworks, sanitary sewer, and storm drainage system, and park and recreational facilities.

The purchase, construction, installation, extension, improvement, maintenance, and operation of such waterworks system, storm and sanitary sewer collection and disposal systems, and park and recreational facilities will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the

public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Tract within the District.

VII.

Said proposed improvements are practicable and feasible in that the terrain of the Tract is of such a nature that a waterworks system, sanitary and storm sewer systems, and park and recreational facilities can be constructed at a reasonable cost; and said land will be rapidly developed for residential and commercial purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Tract, and it is now estimated by those filing this Petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately \$8,000,000.

IX.

The undersigned agree and hereby covenant that if the requested consent to the annexation of the Tract to the District is granted, the District and Property Owner will adopt and abide by the conditions set forth in Exhibit "B" attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Commission of the City of Texas City, Texas, adopt a resolution giving its written consent to the addition of the Tract to the District.

***[SIGNATURE PAGE FOLLOWS]***

RESPECTFULLY SUBMITTED THIS \_\_\_\_\_, 2021.

“DISTRICT”

GALVESTON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 53

By: \_\_\_\_\_  
Title: President, Board of Directors

ADDRESS:  
c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP  
1980 Post Oak Boulevard, Suite 1380  
Houston, Texas 77056

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

(DISTRICT SEAL)

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on \_\_\_\_\_, 2021,  
by \_\_\_\_\_, President of the Board of Directors of Galveston County Municipal  
Utility District No. 53, a political subdivision, on behalf of said political subdivision.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

**[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUED ON FOLLOWING PAGE]**

“PROPERTY OWNER”

418 SOUTHLAKE, LTD.,  
a Texas limited partnership

By: NEHC Properties, Inc.,  
a Texas corporation,  
its General Partner

By: \_\_\_\_\_  
Joseph H. Fogarty, President

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on \_\_\_\_\_, 2021,  
by Joseph H. Fogarty, President of NEHC Properties, Inc., a Texas corporation, the General Partner  
of 418 Southlake, Ltd., a Texas limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

**EXHIBIT "A"**

**The Tract**

[attached]

DESCRIPTION OF  
65.28 ACRES  
ANNEXATION TRACTS FOR  
GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 53

Being 65.28 acres of land located in the P.G. Merritt Survey, Abstract 155 and the W.G. Banks Survey, Abstract 36, Galveston County, Texas, being all of the following tracts, conveyed to 418 Southlake, LTD.: Tract II (1.24 acres), by instrument of record in File Number 2007061436, of the Official Public Records of said Galveston County, Texas (G.C.O.P.R.), Tract IV (8.08 acres), by instrument of record in said File Number 2007061436, G.C.O.P.R., Tract V (4.56 acres), by instrument of record in said File number 2007061436, G.C.O.P.R., 11.97 acres, by instrument of record in File Number 2008058399, G.C.O.P.R., and a residue of that certain called 5.37 acre tract, conveyed to 418 Southlake, LTD., by instrument of record in File Number 2008028848, G.C.O.P.R., and a portion of that certain called 418.49 acre tract conveyed to 418 Southlake, LTD., by instrument of record in File Number 2007004823, G.C.O.P.R. said 65.28 acres, also being all of the following five (5) 0.14 acre tracts conveyed to 418 Southlake, LTD, by instruments of records in File Numbers 2020017307, 2020017308, 2020017309, 2020017310, 2020017311, G.C.O.P.R., said 65.28 acres being more particularly described in two (2) parts by metes and bounds as follows (all bearings referenced to the deed for said 418.49 acres (F.N. 2007004823, G.C.O.P.R.);

Tract 1

BEGINNING at the most westerly corner of said 418.49 acres, same being on the south line of the remainder of a tract of land conveyed to Tracy D. High by instrument of record at Film Code 013-53-2400 of the Deed Records of said Galveston County (G.C.D.R.)

Thence, North 86° 59' 00" East, along the common line of said south line and said 418.49 acres, 1177.80 feet to a point for corner, same being an angle point of said 418.49 acres;

Thence, South 03° 01' 00" East, leaving said common line, an approximate distance of 1119.31 feet to a point for corner on a south line of the Corporate Limits of the City of Texas City described in the City of Texas City Ordinance No. 05-34 of record in File No. 2006082443, G.C.O.P.R., same being a north line of the Corporate Limits of the City of Dickinson as described in a 1977 order of record in Book 2879, Page 576, of the Deed Records of Galveston County, Texas (G.C.D.R.);

Thence, South 86° 53' 09" West, with the common corporate limits line of said City of Texas City and said City of Dickinson, 1036.08 feet to a point for corner, same being on the southwesterly line of said 418.49 acres and on the centerline of Gum Bayou;

Thence, departing said common corporate limits line, along the common line of said 418.49 acres and the centerline of said Gum Bayou, the following three (3) courses;

1. North 22° 01' 00" West, 147.34 feet to a point for corner;
2. North 52° 32' 58" West, 63.93 feet to a point for corner;
3. North 68° 57' 58" West, 49.41 feet to a point for corner, same being a westerly corner of said 418.49 acres and the southeast corner of that certain tract conveyed to Ron River Associates, LLC., by instrument of record in File Number 2004060161, G.C.O.P.R.;

Thence, North 03° 01' 00" West, departing the centerline of Gum Bayou, along the west line of said 418.49 acres, 920.14 feet to the POINT OF BEGINNING and containing 29.84 acres of land.

Tract 2

BEGINNING at the southwest corner of aforementioned 4.56 acres, same being the northwest corner of said 418.49 acres;

Thence, North 03° 01' 00" West, along the west line of said 4.56 acres, 995.73 feet to a point for corner, same being the northwest corner of said 4.56 acres;

Thence, South 88° 23' 51" East, along the north line of said 4.56 acres, aforementioned 1.24 acres, and aforementioned 8.08 acres, 767.71 feet to the northeast corner of said 8.08 acres;

Thence, along the east line of said 8.08 acres, the following seven (7) courses;

1. South 12° 17' 40" East, 42.90 feet to a point for corner;
2. South 03° 03' 20" East, 99.41 feet to a point for corner;
3. South 02° 35' 31" East, 61.01 feet to a point for corner;
4. South 02° 40' 18" East, 51.44 feet to a point for corner;
5. South 02° 17' 53" East, 24.69 feet to a point for corner;
6. South 10° 16' 00" East, 50.20 feet to a point for corner;
7. South 35° 21' 55" East, 14.22 feet to a point for corner, same being the most easterly corner of said 8.08 acres, and the northwest corner of the aforementioned 11.97 acres;

Thence, along the northerly line of said 11.97 acres, aforementioned 418.49 acres and the southerly line of that certain called 4.34 acre tract described in deed of record in File Number 2008058402, G.C.O.P.R., the following twenty-three (23) courses;

1. South 87° 35' 57" East, 40.68 feet to a point for corner;
2. South 82° 29' 37" East, 51.78 feet to a point for corner;
3. South 85° 27' 38" East, 53.39 feet to a point for corner;
4. South 86° 33' 08" East, 53.31 feet to a point for corner;
5. South 87° 40' 56" East, 50.20 feet to a point for corner;
6. North 87° 36' 37" East, 50.87 feet to a point for corner;
7. North 86° 09' 17" East, 50.85 feet to a point for corner;
8. North 87° 30' 04" East, 52.13 feet to a point for corner;
9. South 87° 29' 55" East, 50.11 feet to a point for corner;
10. South 85° 54' 10" East, 53.44 feet to a point for corner;
11. South 82° 11' 57" East, 52.25 feet to a point for corner;
12. South 78° 50' 22" East, 89.19 feet to a point for corner;
13. South 78° 49' 30" East, 31.06 feet to a point for corner;

65.28 Acres

August 2, 2021  
Job No. LJAS001-1178-0002

14. South 82° 34' 55" East, 42.25 feet to a point for corner;
15. South 85° 30' 53" East, 68.21 feet to a point for corner;
16. South 86° 17' 53" East, 148.63 feet to a point for corner;
17. South 73° 41' 13" East, 120.95 feet to a point for corner;
18. South 77° 53' 12" East, 112.05 feet to a point for corner;
19. South 83° 37' 46" East, 192.09 feet to a point for corner;
20. South 60° 49' 16" East, 158.75 feet to a point for corner;
21. South 59° 51' 31" East, 193.45 feet to a point for corner;
22. South 60° 21' 32" East, 195.17 feet to a point for corner;
23. South 62° 15' 28" East, 51.78 feet to a point for corner, same being on the east line of the residue of the aforementioned 5.37 acres;

Thence, South 03° 04' 21" East, along said east line, 60.53 feet to a point for corner;

Thence, South 87° 06' 54" West, 2630.78 feet to the POINT OF BEGINNING and containing 35.44 acres of land.

Said Tract 1 and Tract 2 containing a total of 65.28 acres of land.

65.28 Acres

August 2, 2021  
Job No. LJAS001-1178-0002

Note: This document was prepared under 22 TAC § 663.21, does not reflect the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



LJA Surveying, Inc.

*Keith W. Monroe*

*8-2-2021*

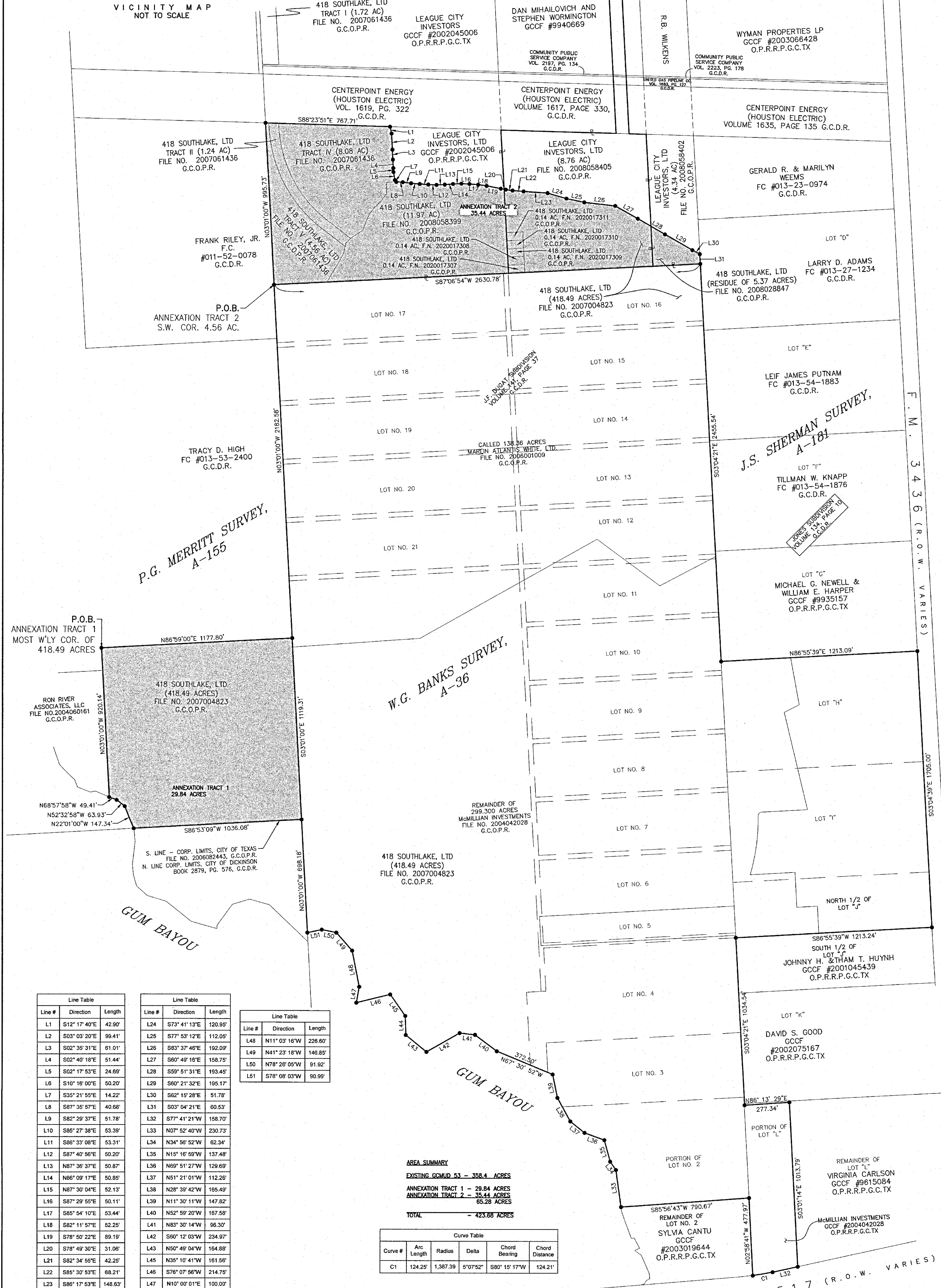
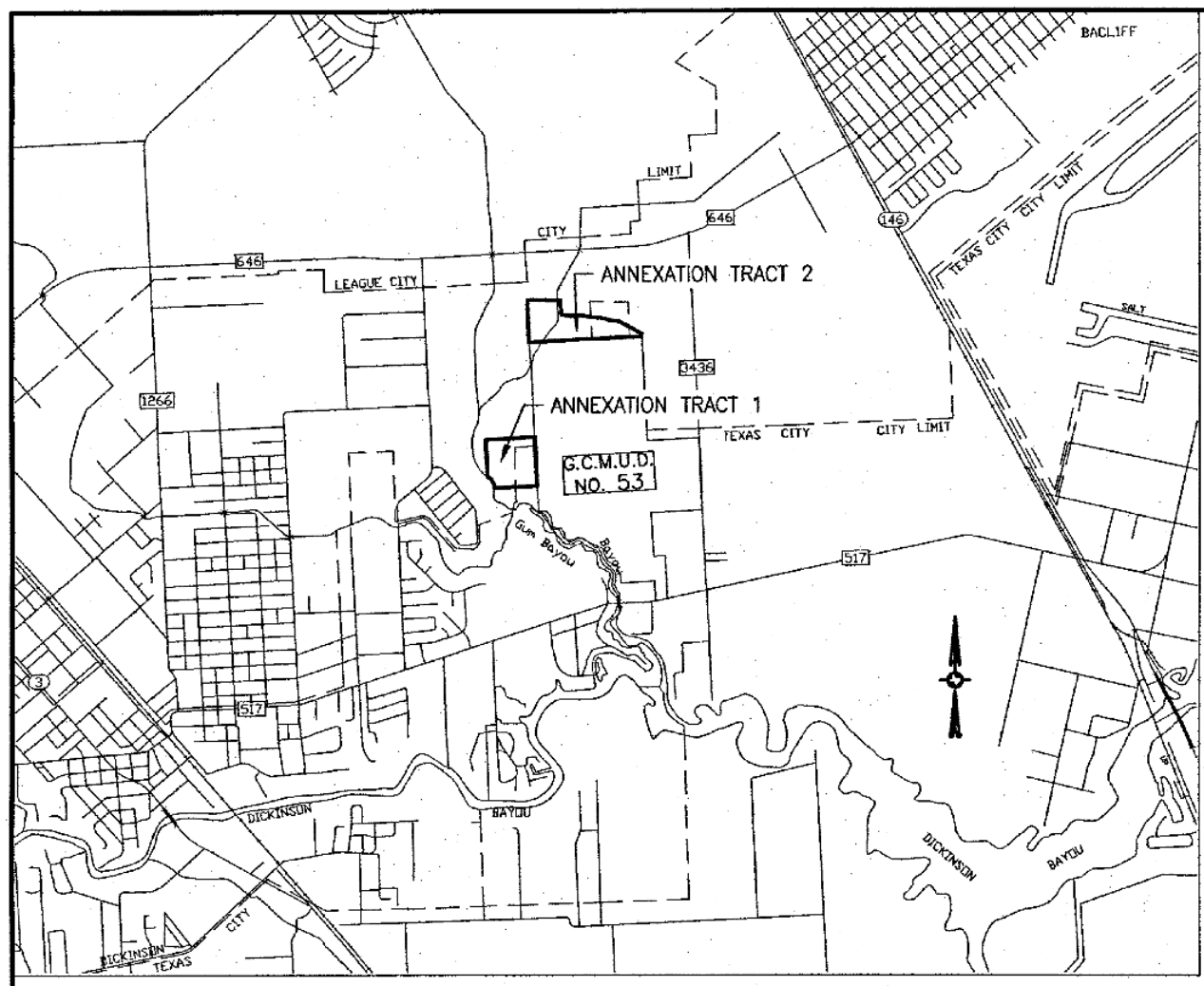
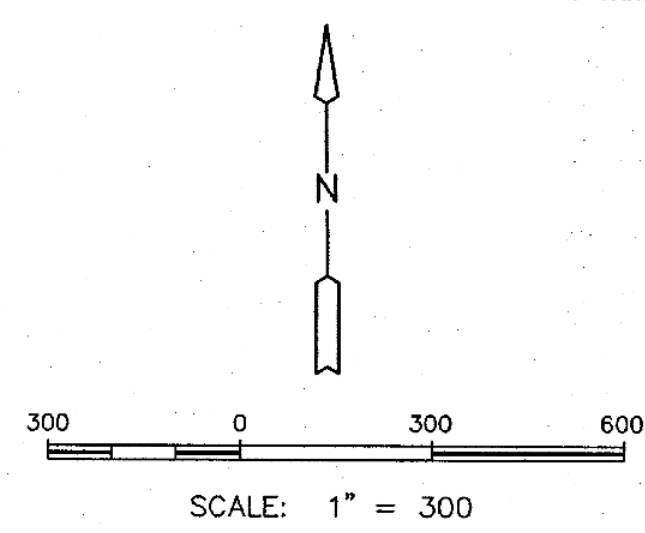
## Exhibit B

(a) Bonds will be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing under contract with The City of Texas City, Texas, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, fire-fighting facilities, parks and recreational facilities, and street, road and bridge facilities or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Texas City, Texas, dissolves the District, takes over the assets of the District and assumes all of the obligations of the District. No land will be added or annexed to the District until The City of Texas City, Texas, has given its written consent by resolution of the City Commission to such addition or annexation.

(b) Any refunding bonds of the District must provide for a minimum of three percent present value savings and no maturity of the refunding bonds may extend beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the District, the District, its directors, officers, or the developers and landowners will submit to the Director of Public Works and the City Engineer of The City of Texas City, Texas, or to his/her designated representative, all plans and specifications for the construction of water, sanitary sewer, and drainage facilities and street, road and bridge facilities to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of The City of

Texas City, Texas. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the District will comply with The City of Texas City, Texas' standard plans and specifications. Prior to the construction of such facilities within the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works and the City Engineer, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, and drainage facilities and street, road, and bridge facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of The City of Texas City, Texas; and during the progress of the construction and installation of such facilities, the District Engineer of record shall periodically monitor and observe the construction of facilities and submit to the City a certification that all facilities have been installed to City and State plans and specifications. Additionally, the District shall provide funds to pay the City's cost of contracting with an inspector to provide full time monitoring and inspection of the construction of facilities. The Director of Public Works and the City Engineer of the City of Texas City, Texas, or his/her designated representative, may make periodic on-the-ground inspections.



Line #	Direction	Length
L1	S12° 17' 40"E	42.90'
L2	S03° 03' 20"E	99.41'
L3	S02° 35' 31"E	81.01'
L4	S02° 40' 18"E	51.44'
L5	S02° 17' 53"E	24.89'
L6	S10° 16' 00"E	50.20'
L7	S35° 21' 55"E	14.22'
L8	S87° 35' 57"E	40.68'
L9	S82° 29' 37"E	51.78'
L10	S85° 27' 58"E	53.39'
L11	S86° 33' 08"E	53.31'
L12	S87° 40' 56"E	50.20'
L13	N87° 36' 37"E	50.87'
L14	N86° 09' 17"E	50.85'
L15	N87° 30' 04"E	52.13'
L16	S87° 29' 55"E	50.11'
L17	S85° 54' 10"E	53.44'
L18	S82° 11' 57"E	52.25'
L19	S78° 50' 22"E	89.19'
L20	S78° 49' 30"E	31.06'
L21	S82° 34' 55"E	42.25'
L22	S85° 30' 53"E	68.21'
L23	S86° 17' 53"E	148.83'

Line #	Direction	Length
L24	S73° 41' 13"E	120.95'
L25	S77° 53' 12"E	112.05'
L26	S83° 37' 45"E	192.09'
L27	S60° 49' 16"E	158.75'
L28	S59° 51' 31"E	193.45'
L29	S60° 21' 32"E	195.17'
L30	S62° 15' 28"E	51.78'
L31	S03° 04' 21"E	60.53'
L32	S77° 41' 21"W	158.70'
L33	N07° 52' 40"W	230.73'
L34	N34° 56' 52"W	62.34'
L35	N15° 16' 59"W	137.48'
L36	N69° 51' 27"W	129.69'
L37	N51° 21' 01"W	112.28'
L38	N28° 39' 42"W	165.49'
L39	N11° 30' 11"W	147.82'
L40	N52° 59' 20"W	167.58'
L41	N83° 30' 14"W	96.30'
L42	S60° 12' 03"W	234.97'
L43	N50° 49' 04"W	164.88'
L44	N35° 10' 41"W	161.56'
L45	S76° 07' 56"W	214.75'
L46	N10° 00' 01"E	100.00'

Line #	Direction	Length
L48	N11° 03' 16"W	226.60'
L49	N41° 23' 18"W	146.85'
L50	N78° 26' 05"W	91.92'
L51	S78° 08' 03"W	90.99'

**AREA SUMMARY**  
 EXISTING GCMUD 53 - 358.4 ACRES  
 ANNEXATION TRACT 1 - 29.84 ACRES  
 ANNEXATION TRACT 2 - 35.44 ACRES  
 TOTAL - 423.68 ACRES

Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	124.25'	1,387.39'	5° 07' 52"	S80° 15' 17"W	124.21'

NOTES:  
 1. All bearing referenced to deed for 418.49 acres (F.N. 2007004823, G.C.O.P.R.)  
 2. This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

**ANNEXATION MAP FOR GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 53**  
**423.68 ACRES**  
 IN THE P.G. MERRITT SURVEY, A-155, THE W.G. BANKS SURVEY, A-36 AND THE J.S. SHERMAN SURVEY, A-181  
 CITY OF TEXAS CITY  
 GALVESTON COUNTY, TEXAS  
 AUGUST 2021 JOB NO. LJA001-1178-0002  
**LJA Surveying, Inc.**  
 2929 Briarpark Drive Suite 175 Houston, Texas 77042  
 Phone 713.953.5200 Fax 713.953.5026 T.B.P.L.S. Firm No. 10194382

**CITY COMMISSION REGULAR MTG**

**(8) (f)**

**Meeting Date:** 08/18/2021

2021-105 Personnel Protective Equipment, Fire Hose, Nozzles and Related Equipment

**Submitted For:** Debbie Gurka, Administration

**Submitted By:** Debbie Gurka,  
Administration

**Department:** Purchasing

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve and award Bid # 2021-105 Personnel Protective Equipment, Fire Hose, Nozzles and Related Equipment Annual Contract.

**BACKGROUND**

On Thursday, July 15, 2021 bid packets were mailed to vendors. A letter of recommendation and bid tabulation are attached for your review.

**ANALYSIS**

After reviewing the bids opened on Tuesday, August 10, 2021, it is the recommendation of Fire Chief, David Zacherl to award the bid as follows:

Section 1: Delta Fire and Safety

Section 2: Delta Fire and Safety

Section 3: NO BID

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Bid Tabulation

Letter of Recommendation

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**RESOLUTION NO. 21-105**

**A RESOLUTION APPROVING BID NUMBER 2021-105 PERSONNEL PROTECTIVE EQUIPMENT, FIRE HOSE, NOZZLES AND RELATED EQUIPMENT ANNUAL CONTRACT.; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the “Notice to Bidders” was published on July 15, 2021. Bids packets were made available to local area vendors for Bid No. 2021-105 Personnel Protective Equipment, Fire Hose, Nozzles and Related Equipment Annual Contract; and

**WHEREAS**, bids were opened on August 10, 2021, and based on the recommendation of Fire Chief David Zacherl, on August 18, 2021, the City Commission of the City of Texas City awarded the bids to:

- Section 1: Personnel Protective Equipment to Delta Industrial Service & Supply
- Section 2: Fire Hose and Nozzle to Delta Industrial Service & Supply
- Section 3: No Bid

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby awards Bid No. 2021-105 Personnel Protective Equipment, Fire Hose, Nozzles and Related Equipment Annual Contract, section 1 and 2, to Delta Industrial Service & Supply.

**SECTION 2:** That the Mayor or designee is hereby authorized to enter into a contract with Delta Industrial Service & Supply for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 18th day of August 2021.**

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Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

Bids opened: Tuesday, August 10, 2021 at 2:00 p.m.

**SECTION 1- PERSONNEL PROTECTIVE EQUIPMENT**

<b>ITEM</b>	<b>VENDOR</b>	<b>VENDOR</b>	<b>VENDOR</b>	<b>VENDOR</b>
	<b>Delta Fire &amp; Safety (Per Item)</b>			
1. Bunker Jacket 32-70 Regular & Tall	<b>\$1282.70</b>			
2. Bunker Pants 32-62 (SX-4X)	<b>\$778.10</b>			
3. Suspenders	<b>\$42.00</b>			
4. Bunker Boots	<b>\$130.00</b>			
5. Helmet	<b>\$230.00</b>			

**SECTION 2 – FIRE HOSE**

<b>ITEM</b>				
1. One 5”X100’ sections of supply hose	\$658.00			
2. One 1-3/4” x 50’ section of attack hose- Double Jacket	\$110.25			
3. One 2” x 50’ section of attack hose, Double Jacket	\$155.00			
4. One 3” x 50’ section of attack/supply hose, Double Jacket	\$206.00			

**SECTION III – UNIVERSAL GREEN FOAM CONCENTRATE**

<b>ITEM</b>				
1. 5 Gallons of National Foam Universal Green 3% AR- SYNTHETIC Fluorine Free Foam Concentrate	<b>NO BID</b>			

Texas City Fire Department  
Memorandum

To: Debbie Gurka, Purchasing  
From: Jesse Rubio, Assistant Fire Chief  
Date: August 12, 2021  
Re: Bid #2021-105 Personnel Protective Equipment,  
Fire Hose, Nozzles and Related Equipment

Section III of Bid #2021-105 Personnel Protective Equipment Fire Hose, Nozzles and Related Equipment requires vendors to bid on National Foam Universal Gold 1%, 3%, AR-AFFF. This foam is specific to the Department's needs and specifications. Delta Industrial Services and Supply has stated that are unable to supply National Foam Universal Gold 1%, 3%, AR-AFFF. Additionally, with no other vender submitting bids, it is my recommendation that Delta Industrial Services and Supply's award of Section 1 and 2: Personnel Protective Equipment and Fire Hose & Nozzles as follows:

Section 1: Personnel Protective Equipment award to Delta Industrial Service as the lowest, responsible total bid, meeting all of these specifications to Bidder: Item 9. Basis of Award.

Section 2: Fire Hose & Nozzles awarded to Delta Industrial Service as the lowest, responsible total bid, meeting all of these specification in accordance with Instructions to Bidders: Item 9. Basis of award.

Section 3: No Bid

If you have any questions or desire additional information, please contact me at your earliest convenience at 409-392-2858 or 409-643-5704

Thank you,

Assistant Fire Chief Jesse Rubio  
(Electronically Signed)

Authorized for Distribution:

*David B. Zacherl*  
*Fire Chief*  
*(Electronically Signed)*

**CITY COMMISSION REGULAR MTG**

**Res 10-090**

**Meeting Date:** 08/18/2021

Payment of Windstorm Insurance

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action authorizing payment of windstorm insurance premium to Victor Insurance Managers Inc. (formerly Victor O. Schinnerer & Company, Inc.) (Finance)

**BACKGROUND**

The City's windstorm coverage is through Victor Insurance Managers Inc. (formerly Victor O. Schinnerer & Company, Inc.). Since the city is located in the first tier of counties that border the Texas Gulf Coast, windstorm coverage is not available through Texas Municipal League Intergovernmental Risk Pool to the extent that it is available through either the Texas Windstorm Insurance Association (TWIA) or other windstorm carriers. Victor serves as the property underwriting contractor for the Pool. As part of the City's agreement with the Pool, they are available to serve as the City's insurance agent in placing windstorm coverage with the TWIA and/or another carrier. The cost for renewal with Ventus Risk Management and Lloyd's of London is \$256,998.05 which is an increase of \$24,445.10 over last year's renewal of \$232,552.95. The City coverage includes a total value of \$27,667,423 and deductible per named storm of \$50,000 per occurrence. Buildings covered by this insurance are Charles T. Doyle Convention Center/Nessler Center, Matthew T. Doyle Natatorium/Lowry Fitness Center, and Texas City Museum.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Windstorm insurance  
Resolution

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VICTOR INSURANCE MANAGERS INC.

**BILLING NOTICE**

City of Texas City  
PO Box 2608  
Texas City, TX 77592-2608

RE: City of Texas City  
1305388 - 035174

Policy Type:	WINDSTORM
Policy Number:	VETGF03551210
Policy Term:	08/02/2021 through 08/02/2022

Notes: Master policy-Ventus

Premium	Amount
Gross Premium	\$200,000.00
Net Premium	\$200,000.00
Fee-Other ( )	\$16,350.00
Surplus Lines Stamping Fee ( )	\$162.26
Surplus Lines Tax ( )	\$10,492.98
Amount DUE	\$227,005.24

**PREMIUM DUE DATE:** 08/13/2021

Remit payments to:

Victor Insurance Managers Inc.  
14288 Collections Center Drive  
Chicago, IL 60693



10375 Richmond Ave. Suite 500  
Houston, TX 77042  
Phone: 888-728-7235

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**CONFIRMATION OF COVERAGE BOUND  
(BINDER CONFIRMATION)**

Heena Patel  
Victor Insurance Managers Inc.  
3100 Wilcrest Dr. Ste. 200  
Houston, TX 77042

Jul 28, 2021

City of Texas City  
Policy #: VETGF03551210  
Effective: 8/2/2021 to 8/2/2022

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We are pleased to confirm the attached binder being offered with Lloyd's of London. This carrier is Non-Admitted in the state of TX. Please note that this binder is based on the coverage, terms and conditions as stated in the attached binder, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this binder carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms bound as per the attached and those terms originally requested. This coverage may not be bound without a fully executed CRC brokerage agreement.

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**NOTE:** If insured is located outside your resident state, you must hold appropriate non-resident license prior to binding.

**Mailing Address:** 1801 9th Avenue North  
Texas City, TX 77592

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Coverage as bound per the attached.

Premium:	\$200,000.00
Policy Fee	\$750.00
Broker Fee	\$15,000.00
Inspection Fee	\$250.00
Catastrophe Analysis Fee	\$350.00
Surplus Lines Tax	\$10,492.98
Stamping Office Fee	\$162.26

**Total:** \$227,005.24

**Broker Fees & Policy Fees are Fully Earned at Binding**

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If Non Admitted the following applies:

Texas Tax Filings are the responsibility of: CRC Insurance Services  
Guaranty Fund Nonparticipation Notice

**This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.**

**Surplus Lines Agent: CRC Insurance Services, License#18530**

**Address: 1 Metroplex Drive, Suite 400, Birmingham, AL 35209**

**The Texas Department of Insurance (TDI) has adopted amendments to the Texas Administrative Code regarding required complaint notices included in insurance policies. These changes were effective on November 4, 2019, and must be implemented no later than May 1, 2020.**

**CRC does not issue any certificates of insurance. It is the responsibility of the issuing party Victor Insurance Managers Inc., to issue COIs according to the insurance policy in reference. CRC does not check or review any COI they receive. All copies of COIs received will be destroyed at time of receipt.**

**CONFIDENTIAL**

**Ventus Risk Management, Inc.**

P.O. Box 25004  
Columbia, SC 29224

**Binder - Commercial Property Policy**

**Brokerage Office:** CRC Insurance Services, Inc.  
10375 Richmond Ave, Suite 500  
Houston, TX 77042

**Company:** Arch Specialty Insurance Company (40.5%)  
A.M. Best Rated: A+ (Superior)

Underwriters at Lloyd's, London  
A.M. Best Rated: A (Excellent)  
UMR B1776BP202321N (25%)  
25% RNR 1458  
UMR B1776BP202320N (9.5%)  
5.5% AAL 2012  
4% ACS 1856

United Specialty Insurance Company (25%)  
A.M. Best Rated: A (Excellent)

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**Date:** 07/28/2021  
**Binder Number:** VETGF03551210  
**Renewal of Policy:** VETGF03551200  
**Policy Period:** 08/02/2021 to 08/02/2022 (12:01 AM at insured's mailing address)

**Named Insured:** City of Texas City  
1801 9th Avenue North  
Texas City, TX 77592

**Description:** None

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We are pleased to offer the following binder. Please review this binder carefully to make certain all of the terms and conditions presented are in accordance with your Request to Bind.

**I. Total Insured Values**

The Limits of Insurance are based upon the schedule of Insured Values provided by you and on file with the Company.

Building(s)	\$ 25,117,423
Tenant Improvements and Betterments	0
Business Personal Property	2,050,000
Business Interruption	500,000
<b>Total Insured Values</b>	<b>\$ 27,667,423</b>

Named Insured: City of Texas City

Binder Number: VETGF03551210

**II. Summary of Premiums and Ventus Fees**

Commercial Property	\$ 200,000.00
Equipment Breakdown	Excluded
Terrorism	Excluded
Inspection Fees	250.00
Ventus Modeling Fees	350.00
<b>Total</b>	<b>\$ 200,600.00</b>

The premium shown above does not include surplus lines tax, surplus lines stamping fees or state assessments.

The policy is subject to a minimum premium as per the attached Minimum Premium Endorsement. Inspection fees and policy fees are fully earned at policy inception.

**III. Regulatory Notice**

**THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS SURPLUS LINE COVERAGE UNDER THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCE DOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THE INSURER IS NOT A MEMBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER CHAPTER 462, INSURANCE CODE. CHAPTER 225, INSURANCE CODE, REQUIRES PAYMENT OF A 4.85 PERCENT TAX ON GROSS PREMIUM.**

**IV. Coverage Specifics**

Coverage Terms:	Building and Personal Property Coverage Form	
	Cause of Loss	Wind and Hail Only
	BI Monthly Limitation	1/6
	Property Enhancement Endorsement	Included
	Equipment Breakdown	Not Included
	Terrorism	Excluded
	Cat Wind Deductible Basis	Per Occurrence
	Cat Wind Deductible	Named Storm
	Flood	Excluded
	Earthquake	No Coverage

See Schedule of Locations, Coverages and Limits of Insurance

See Schedule of Deductibles By Location and Coverage

**VI. Schedule of Protective Safeguards and Policy Conditions**

The following Protective Safeguards and Policy Conditions apply:

Named Insured: City of Texas City

Binder Number: VETGF03551210

<u>Category</u>	<u>Code</u>	<u>Description</u>	<u>Applicable Buildings</u>
Building	R14	Flat roofs have been resurfaced or replaced within the past 15 years and all roof drains are kept clear of debris and maintained in operating condition.	All

## VII. Applicable Forms

The following ISO and Ventus forms will be used for this policy.

<u>Form #</u>	<u>Form Description</u>
VTS009 0118	SCHEDULE OF SUBSCRIBING CARRIERS
VTCW06 0717	FOLLOW THE LEADER CLAUSE
VTCW07 0220	SEVERAL LIABILITY CLAUSE
VT0120 0521	DEFINITION OF OCCURRENCE
VT0200 0521	OCCURRENCE LIMIT OF INSURANCE ENDORSEMENT
CP0010 0607	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
VT0190 0318	CAUSES OF LOSS - WINDSTORM OR HAIL
VT0214 0521	COMMERCIAL PROPERTY CONDITIONS
VT0119 0116	COMMON POLICY CONDITIONS
VT0122 1219	PROPERTY ENHANCEMENT ENDORSEMENT
VT0142 0116	TOTAL LOSS ENDORSEMENT
VT0111 0116	ADDITIONAL PROPERTY NOT COVERED
VT0109 0716	ADDITIONAL COVERED PROPERTY
VT0170 0420	PROTECTIVE SAFEGUARDS AND POLICY CONDITIONS
VT0129 1119	MINIMUM PREMIUM ENDORSEMENT
VT0030 0521	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
VT0195 0819	ORDINANCE OR LAW ENDORSEMENT
VT0135 0116	PRIOR LOSS EXCLUSION ENDORSEMENT
VT0110 0116	ADDITIONAL POLICY EXCLUSIONS ENDORSEMENT
VT0113 0116	ASBESTOS AND TOXIC MATERIALS EXCLUSION
VT0121 0218	EIFS OR DRYVIT EXCLUSION ENDORSEMENT
VT0240 1220	PATHOGEN EXCLUSION
VT0143 0116	TOXIC DRYWALL EXCLUSION
VT0108 0521	ABSOLUTE POLLUTION EXCLUSION
VT0206 0618	EXCLUSION OF MALICIOUS USE OF NUCLEAR, BIOLOGICAL OR CHEMICAL WEAPONS
VTCW01 0617	NOTICE TO POLICYHOLDERS - FRAUD NOTICE
VTCW02 1015	NOTICE TO POLICYHOLDERS - PRIVACY POLICY
VTTX01 0520	TX COMPLAINT NOTICE
VTPN001 0721	CLAIMS REPORTING FORM
00ML000300 0412	NOTICE TO POLICYHOLDERS - SERVICE OF SUIT
LMA5020	SERVICE OF SUIT CLAUSE
LMA5021	APPLICABLE LAW
VTPN004 0218	NOTICE TO POLICYHOLDERS - SERVICE OF PROCESS
VTCW05 1220	NOTICE TO POLICYHOLDERS - OFAC
LMA3100	SANCTION LIMITATION AND EXCLUSION CLAUSE
00EXP012500 0606	TOTAL TERRORISM EXCLUSION

## VIII. Draft Policy

A draft policy has been prepared containing all applicable policy forms at the time of generation of this quote. It can be downloaded here:

Link: <https://storage.ventusrisk.com/HwW6uVTwRKvqZSNWyZPNbr>

PIN: **D4S67J**

Note that this document is only a draft. Terms are subject to change between now and policy issuance.

**FORM VTTX010520 - TX COMPLAINT NOTICE**

**Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

**Ventus Risk Management**

To get information or file a complaint with your insurance company or HMO:

Call: Sylvia Prohett at 1-844-983-6887

Toll-free: 1-844-983-6887

Email: [sylvia.prohett@ventusrisk.com](mailto:sylvia.prohett@ventusrisk.com)

Mail: P.O. Box 25004, Columbia, SC 29224

**The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call: 1-800-252-3439

Online: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714

**¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

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Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Sylvia Prohett at 1-844-983-6887

Teléfono gratuito: 1-844-983-6887

Correo electrónico: [sylvia.prohett@ventusrisk.com](mailto:sylvia.prohett@ventusrisk.com)

Dirección postal: P.O. Box 25004, Columbia, SC 29224

**El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame: 1-800-252-3439

En línea: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714

**SCHEDULE OF LOCATIONS, COVERAGES AND LIMITS OF INSURANCE**

Location Number	Building Number	Building Address	Occupancy	Construction Type	Coverage	Limits of Insurance	Claim Valuation	Coinsurance
1	1	1900 5th Ave N Texas City, TX 77590	General Leisure	MNC	Building Contents BI (other than Rental Value) and EE	8,946,909 1,000,000 175,000	RC RC	Agreed Value Agreed Value
2	1	2010 5th Ave N Texas City, TX 77590	General Public Entity	MNC	Building Additional Properties Contents BI (other than Rental Value) and EE	11,527,096 100,000 450,000 300,000	RC RC RC	Agreed Value Agreed Value Agreed Value
3	1	409 6th St N Texas City, TX 77590	Museums	JM	Building Contents BI (other than Rental Value) and EE	4,543,418 600,000 25,000	RC RC	Agreed Value Agreed Value

Construction Codes

F: Frame or Brick Veneer, M: Metal, JM: Joisted Masonry, NC: Non-Combustible, MMC: Masonry Non-Combustible, MFR: Modified Fire Resistive, FR: Fire Resistive, MX: Mixed

Claim Valuation Codes

ACV: Actual Cash Value, FRC: Functional Replacement Cost, RC: Replacement Cost, SP: Selling Price

**SCHEDULE OF DEDUCTIBLES BY LOCATION AND COVERAGE**

Location Number	Building Number	Building Address	Coverage	Deductibles		
				Windstorm or Hail	Florida Sinkhole	All Other Causes of Loss
1	1	1900 5th Ave N Texas City, TX 77590	Building	Named Storms: \$400,000 Per Occurrence All Other Wind: \$25,000 Per Occurrence	n/a	n/a
			Business Personal Property			
2	1	2010 5th Ave N Texas City, TX 77590	Business Income	72 hours	n/a	n/a
			Building	Named Storms: \$400,000 Per Occurrence All Other Wind: \$25,000 Per Occurrence	n/a	n/a
3	1	409 6th St N Texas City, TX 77590	Business Income	72 hours	n/a	n/a
			Building	Named Storms: \$400,000 Per Occurrence All Other Wind: \$25,000 Per Occurrence	n/a	n/a
			Business Income	72 hours	n/a	n/a

**ORDINANCE OR LAW LIMIT SCHEDULE**

Location Number	Building Number	Building Address	Coverage A Undamaged Portion	Coverage B Demolition Costs	Coverage C Increased Cost of Construction	Coverage B & C Blanket	Coverage D Increased Period of Restoration
All	All	All	Included	\$0	\$0	10%	Excluded

**Ventus Property Enhancement Endorsement – Schedule of Limits**

<b>Coverage</b>	<b>Limit</b>
<b>Building and BPP Coverages</b>	
Accounts Receivable	\$ 100,000
Debris Removal	
% of Loss	25 %
Maximum	\$ 1,000,000
Additional Limit	\$ 50,000
Emergency Removal Expense	\$ 5,000
Fine Arts	\$ 25,000
Fire Department Service Charges	\$ 25,000
Fraud and Decelt	\$ 5,000
Fungus, Wet Rot, Dry Rot and Bacteria	
Per Occurrence	\$ 25,000
Aggregate	\$ 100,000
Limited Pollution Coverage (Annual Aggregate)	\$ 25,000
Outdoor Property	
Per Item Limit For Plants, Trees, and Shrubs	\$ 500
Aggregate Limit	\$ 25,000
Preservation of Property (Days)	180 Days
Professional Fees for Claim Preparation (Annual Aggregate)	\$ 50,000
Recharging of Fire Extinguishing Equipment	\$ 50,000
Reward Relmbursement	\$ 10,000
Service Interruption Direct Damage	
Direct Damage	\$ 50,000
Sewer, Drain or Sump Backup or Overflow	\$ 25,000
Transit	\$ 25,000
Valuable Papers & Records	\$ 100,000
Wind-Driven Precipitation	\$ 250,000
<b>Time Element Coverages</b>	
Interruption by Civil or Military Authority	
Distance Limitation (miles)	1 Miles
Weeks	4 Weeks
Maximum	\$ 50,000
Ingress or Egress	
Distance Limitation (miles)	1 Miles
Weeks	4 Weeks
Maximum	\$ 50,000
Service Interruption Time Element	\$ 50,000

Figure: 28 TAC §1.601(a)(2)(B)

## **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### **Lloyd's of London**

To get information or file a complaint with your insurance company or HMO:

**Call: Lloyd's of London at 44(0)20.7327.1000**

**Toll-free:**

Online: [www.lloyds.com](http://www.lloyds.com)

Email:

Mail: One Lime Street  
London, 7HA EC3M

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Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

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Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### **Lloyd's of London**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: Lloyd's of London al 44(0)20.7327.1000**

**Teléfono gratuito:**

En Línea: [www.lloyds.com](http://www.lloyds.com)

Correo electrónico:

Dirección postal: One Lime Street  
London, 7HA EC3M

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

## Texas Tax Information:

### **Guaranty Fund Nonparticipation Notice**

**This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.**

**Surplus Lines Agent:** CRC Insurance Services, License #18530

**Address:** 1 Metroplex Drive, Suite 400, Birmingham, AL 35209



VICTOR INSURANCE MANAGERS INC.

**BILLING NOTICE**

City of Texas City  
PO Box 2608  
Texas City, TX 77592-2608

RE: City of Texas City  
1305388 - 035174

Policy Type:	WINDSTORM
Policy Number:	B1284UB211235A0246
Policy Term:	08/02/2021 through 08/02/2022

Notes: Deductible Buy Down Policy

<b>Premium</b>	<b>Amount</b>
Gross Premium	\$25,845.00
Net Premium	\$25,845.00
Fee-Other ( )	\$2,740.00
Surplus Lines Stamping Fee ( )	\$21.44
Surplus Lines Tax ( )	\$1,386.37
Amount DUE	\$29,992.81

**PREMIUM DUE DATE:** 08/13/2021

Remit payments to:

Victor Insurance Managers Inc.  
14288 Collections Center Drive  
Chicago, IL 60693



10375 Richmond Ave. Suite 500  
Houston, TX 77042  
Phone: 888-728-7235

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**CONFIRMATION OF COVERAGE BOUND  
(BINDER CONFIRMATION)**

Heena Patel  
Victor Insurance Managers Inc.  
3100 Wilcrest Dr. Ste. 200  
Houston, TX 77042

Jul 27, 2021

City of Texas City  
Policy #: B1284UB211235A0246  
Effective: 8/2/2021 to 8/2/2022

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We are pleased to confirm the attached binder being offered with Lloyd's of London. This carrier is Non-Admitted in the state of TX. Please note that this binder is based on the coverage, terms and conditions as stated in the attached binder, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this binder carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms bound as per the attached and those terms originally requested. This coverage may not be bound without a fully executed CRC brokerage agreement.

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**NOTE:** If insured is located outside your resident state, you must hold appropriate non-resident license prior to binding.

**Mailing Address:** 1801 9th Avenue North  
Texas City, TX 77592

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**Coverage as bound per the attached.**

Premium:	\$25,845.00
Policy Fee	\$500.00
Broker Fee	\$1,940.00
MGA Fee	\$300.00
Surplus Lines Tax	\$1,386.37
Stamping Office Fee	\$21.44
<b>Total:</b>	<b>\$29,992.81</b>

**Broker Fees & Policy Fees are Fully Earned at Binding**

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**If Non Admitted the following applies:**

**Texas Tax Filings are the responsibility of CRC Insurance Services  
Guaranty Fund Nonparticipation Notice**

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Agent: CRC Insurance Services, License#18530

Address: 1 Metroplex Drive, Suite 400, Birmingham, AL 35209

The Texas Department of Insurance (TDI) has adopted amendments to the Texas Administrative Code regarding required complaint notices included in insurance policies. These changes were effective on November 4, 2019, and must be implemented no later than May 1, 2020.

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CRC does not issue any certificates of insurance. It is the responsibility of the issuing party Victor Insurance Managers Inc., to issue COIs according to the insurance policy in reference. CRC does not check or review any COI they receive. All copies of COIs received will be destroyed at time of receipt.

#### Financing Insurance Premiums

Premium financing budgets insurance payments and improves liquidity for other business objectives: working capital, business growth, business expansion.

If your clients choose to pay their insurance in monthly installments, it's fast and easy with AFCO Credit Corporation, which is an affiliate of CRC, providing premium financing solutions for companies across the United States.

You can learn more about how premium financing works and how it can expand your relationship with your clients by emailing [afcodirect@afco.com](mailto:afcodirect@afco.com); or call toll-free 877-317-6437, option 1. Additional information is available at <https://www.afco.com/partners/crc.html>.

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Should you have any questions, please feel free to contact our office.

Sincerely,

Purdy Team  
9644998

CONFIDENTIAL



Masha Austin  
CRC Insurance Services, Inc.  
10375 Richmond Avenue  
Suite 500  
Houston, TX 77042

We are pleased to provide you with the following binder. The issuing company providing the coverage bound herein is **Certain Underwriters at Lloyds of London**. The limits, coverages, terms and conditions of this binder may vary from the specifications submitted for our consideration and the specifications of your expiring policy. Please read this binder carefully, as any terms and conditions that are not specifically mentioned below are not included.

This binder is provided on the basis that all of the information and data given to the Insurer by or on behalf of the Insured in its underwriting submission and in its responses to underwriters' requests for information is reliable, truthful and complete. Any misrepresentation voids this binder.

**Renewal WDBB Binder**

**Policy Number: B1284UB211235A-0246**

**NAMED INSURED:** City of Texas City

**ISSUING ENTITY:** Certain Underwriters at Lloyd's of London

**COVERING:** Buildings, Contents, Other Scheduled Property and Business Income

**INSURED PERILS:** Hurricane/Named Storm

**POLICY PERIOD:**      **EFFECTIVE DATE:** 8/2/2021      **EXPIRATION DATE:** 8/2/2022

**POLICY LIMIT:** \$350,000 Per Occurrence

**TIV:** \$27,667,423

**SUB LIMITS:**

**DEDUCTIBLE:** \$50,000. Per Occurrence

**CO-INSURANCE:** NIL,

**VALUATION:** RC, ALS

**POLICY FORM** As per Forms List below

**WARRANTIES:**

**CONDITIONS:** Overlying Named Storm/Hurricane deductible is \$400,000. Per Occurrence

**ADDITIONAL TERMS**



**ECONOMIC TERMS:**

**POLICY PREMIUM:** \$25,845.00

**FEES:** MGA Administration Fee \$300.00

**MINIMUM EARNED PREMIUM:** 100.00%

**PAYMENT TERMS** 30 days from date of invoice

**CANCELLATION TERMS** 10 days or in accordance with the state regulation for the state in which the insured is domiciled in with respect of non-payment of premium

**FORMS LISTING:**

Certificate Jacket NMA2868 (amended)  
Texas Surplus Lines Notice LMA9079  
Texas Complaints Notice Surplus Lines LMA9080B  
Deductible Buy-Back Insurance - Stevens 19 LSW1900 (amended)  
Lloyds Privacy Policy Statement LSW1135B  
Convex Privacy Notice BP WD 02 03 21  
Debris Removal Endorsement NMA2343  
Seepage and/or Pollution and/or Contamination Exclusion NMA2342  
Location Schedule BP WD 04 10 20  
Communicable Disease Endorsement LMA5393  
Complaints Procedure LSW1900  
Conformity Clause LSW1900  
Microorganism Exclusion (Absolute) LMA5018  
Property Cyber and Data Exclusion LMA5401  
Several Liability Notice LSW1001  
Time Element Extension LSW1900  
TRIA Clauses Form LMA5390  
Participation Schedule BP WD 03 10 20

Note: This forms list may not be a complete listing as additional state and carrier required forms may be applicable to this account.

**GENERAL TERMS:**

- Overlying Carrier/Company Name required at binding
- Overlying Carrier dec. page required within 30 days from the effective date of coverage



- Signed Accord application required at binding
- All flood coverage is excluded including but not limited to flood during any windstorm event.

We thank you for your business.

Your Balance Partners, LLC Underwriting Team

Balance Partners, LLC



[Attaching to Binding Authority Reference: B1284UB211235A]

This evidences that insurance has been placed with Certain Underwriters at Lloyd's of London as set for below;

<u>Lloyd's Syndicate Name</u>	<u>Line Signed</u>
Channel Syndicate 2015	31.00%
Arcus Syndicate 1856	20.00%
W. R. Berkley Syndicate 1967	18.00%
Argo Managing Agency, Ltd. Syndicate 1200	10.50%
Agora Syndicate 3268	7.00%
S.A. Meacock & Company Limited 727	3.50%
<b><u>Lloyd's TOTAL Participation:</u></b>	<b><u>90.00%</u></b>

<u>Other Insurers</u>	<u>Line Signed</u>
Convex Insurance UK Ltd LIRMA C9800	10.00%
<b><u>Other Insurers TOTAL Participation:</u></b>	<b><u>10.00%</u></b>

**POLICY TOTAL Participation:** **100.00%**



Masha Austin  
 CRC Insurance Services, Inc.  
 10375 Richmond Avenue  
 Suite 500  
 Houston, TX 77042

July 27, 2021

Re: City of Texas City  
 Insured ID Number 27021  
 State of Risk Filing: Texas

Dear Masha,

The Quotation/Binder for the above stated Named Insured will be issued utilizing an Excess and Surplus Lines carrier/market. As the Producer of this account, you hereby confirm that you are a licensed insurance producer/broker/agent, in good standing and that you maintain valid, in force licenses, issued by the regulatory bodies responsible for insurance licensing in each State in which you conduct/transact insurance placement. Furthermore, you are solely responsible for compliance with all Surplus Lines rules and regulations including, but not limited to; licensing; collection and remittance of all applicable Surplus Lines Taxes and/or Fees; submission of policies or policy level information to the respective State Surplus Lines Stamping Office(s), and ensuring that the appropriate steps have been taken/procedures followed with regard to documenting authorized company declinations as required by State regulations.

As a result of the above, we kindly ask that you complete the information listed below (if not already completed) so that we can process the information timely and with expedience.

We ask that you kindly E-mail this document once completed and signed to [SLForms@balanceuw.com](mailto:SLForms@balanceuw.com) or directly to your designated underwriter E-mail address.

Thank you in advance,

*Your Balance Partners Admin Team*

<b>ENTITY NAME:</b>	
<b>NAME OF LICENSEE (INDIVIDUAL):</b>	
<b>ADDRESS:</b>	
<b>CITY/STATE/ZIP:</b>	
<b>LICENSE NUMBER:</b>	
<b>EXPIRATION DATE:</b>	
<b>RESIDENT / NON-RESIDENT LICENSE:</b>	
<b>WHEN STATE OF ISSUANCE IS NEW JERSEY, ENTER NJ SLA NUMBER:</b>	

SIGNATURE OF FILING BROKER \_\_\_\_\_ DATE \_\_\_\_\_

Figure: 28 TAC §1.601(a)(2)(B)

## **Have a complaint or need help?**

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To get information or file a complaint with your insurance company or HMO:

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**Toll-free:**

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Email:

Mail: One Lime Street

London, 7HA EC3M

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To get help with an insurance question or file a complaint with the state:

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Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

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Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

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**Llame a: Lloyd's of London al 44(0)20.7327.1000**

**Teléfono gratuito:**

En Línea: [www.lloyds.com](http://www.lloyds.com)

Correo electrónico:

Dirección postal: One Lime Street  
London, 7HA EC3M

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

## Texas Tax Information:

### **Guaranty Fund Nonparticipation Notice**

**This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.**

**Surplus Lines Agent:** CRC Insurance Services, License #18530

**Address:** 1 Metroplex Drive, Suite 400, Birmingham, AL 35209

**RESOLUTION NO. 21-061**

**A RESOLUTION AUTHORIZING PAYMENT TO VICTOR INSURANCE MANAGERS INC. FOR THE CITY'S WINDSTORM COVERAGE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the City of Texas City's windstorm coverage is through Victor Insurance Managers Inc. (formerly known as Victor O. Schinnerer & Company, Inc.); and

**WHEREAS**, because the City is located in the first tier of counties that border the Texas Gulf Coast, windstorm coverage is not available through Texas Municipal League Intergovernmental Risk Pool to the extent that it is available through either the Texas Windstorm Insurance Association (TWIA) or other windstorm carriers; and

**WHEREAS**, Victor Insurance Managers Inc. serves as the property underwriting contractor for the Pool, and as part of the City's agreement with the pool, they are available to serve as the City's insurance agent in placing windstorm coverage with the TWIA and/or another carrier; and

**WHEREAS**, the cost for renewal with Ventus Risk Management and Lloyd's of London is \$256,998.05 which is an increase of \$24,445.10 over last year's renewal of \$232,552.95. The City coverage includes a total value of \$27,667,423 and deductible per named storm of \$50,000 per occurrence. Buildings covered by this insurance are Charles T. Doyle Convention Center/Nessler Center, Matthew T. Doyle Natatorium/Lowry Fitness Center, and Texas City Museum.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves the payment of invoice to Victor Insurance Managers Inc. in the amount of \$256,998.05 for windstorm coverage for the period August 2, 2021 through August 2, 2022.

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

**PASSED AND ADOPTED this 18th day of August 2021.**

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Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

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Rhomari D. Leigh  
City Secretary

APPROVED AS TO FORM:

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(8) (h)**

**Meeting Date:** 08/18/2021

Consider and take action on Resolution No. 21-xxx, approval of the Utilities Service Agreement for 418 Southlake, LTD. (Engineering & Planning)

**Submitted For:** Doug Kneupper, Transportation and Planning

**Submitted By:** Veronica Carreon, Inspections

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider approval of a Resolution authorizing the City to enter into a Utility Services Agreement between, Texas City, GCMUD 53, and 418 Southlake, LTD (Developer).

**BACKGROUND**

This Utility Services Agreement is primarily a tool and mechanism to assist the Developer and the Municipal Utility District; however, the City will stay a party to the agreement since it is the City that actually provides the utility services. There are provisions in the Agreement for the City to provide some limited number of utility connections to get the neighborhood underway. Then the developer or MUD can implement additional utility projects to provide additional capacity when needed. There are also provisions in the agreement that keep the City from maintaining lakes, ponds, and detention areas. These will be maintained by the MUD or Homeowners' Association.

City staff utilized the services of a consultant, David Oliver with ABHR, to review and provide comments regarding the Agreement. All items have been properly addressed and staff has no objections to approval of the Utility Services Agreement.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Utility Services Agreement  
Resolution

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## UTILITY SERVICES AGREEMENT

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is entered into as of \_\_\_\_\_, 20\_\_, between **THE CITY OF TEXAS CITY, TEXAS**, a home rule municipality located in Galveston County, Texas (the "City"), **418 SOUTHLAKE, LTD.**, a Texas limited partnership (the "Developer"), and **GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 53**, a political subdivision of the State of Texas (the "District").

### Recitals

The City is a municipal corporation that provides a full-range of governmental services to its citizens. The City owns and operates water production and distribution and wastewater collection and treatment facilities, and provides other municipal services.

The Developer intends to develop a tract of land comprising approximately 436.62 acres, which is more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"). The Property shall also include any additional land annexed into the District with the City's consent. The Developer intends to cause the Property to be developed in phases as a majority single family residential subdivision and anticipates that each section of each phase will be platted separately.

The District intends to construct and finance an on-site water distribution system, an on-site wastewater collection system, on-site storm water drainage improvements, and the on-site wastewater lift station and force main infrastructure necessary to serve the Property.

In accordance with the terms and conditions of the Development Agreement entered into between the City and the Developer, the City shall approve the District's design and the District shall construct certain off-site improvements necessary to serve the Property and the Developer intends to finance such improvements to the extent that the City does not have adequate funds on hand.

The Developer and the District will contract with the City to obtain from the City permanent water supply and wastewater treatment services for the Property. The City will provide the permanent water supply and wastewater treatment services to the Property through City facilities. The City agrees that the Developer and the District will need water supply and wastewater treatment service capacity for the Property in excess of the capacity currently available from City facilities. Accordingly, the City agrees to cooperate with the Developer's and the District's efforts to construct or acquire additional facilities, or improve the City's existing facilities, for water supply and wastewater treatment services for the Property.

The Developer will contract with the District for the District to provide for the construction and financing of (i) water distribution, wastewater collection, and storm sewer drainage facilities to serve the Property, which may be transferred for ownership, operation, and maintenance by the City after completion and acceptance by the City, and (ii) lakes, ponds, and other detention facilities and open ditches, open drainage channels, canals and other open stormwater drainage improvements to serve the Property, to be owned, operated and maintained by someone other than the City, all subject to the terms of this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City, the Developer, and the District agree as follows:

### ARTICLE 1. DEFINITIONS

Unless the context indicates otherwise, capitalized terms used in this Agreement shall have the following meanings:

*City* means the City of Texas City, Texas.

*City Water System* means all the water production pumps, lines, meters, components, facilities, and equipment owned and used by the City to pump, treat, monitor, convey, supply, and distribute water to the public.

*City Wastewater System* means all the wastewater treatment facilities, lines, components and equipment owned and used by the City to collect, convey, treat, monitor, regulate, and dispose of wastewater received from the public.

*CIP Improvements* means the on-site and off-site improvements to the City Water System and City Wastewater System that are necessary to serve, at a minimum, the needs of the Property, and any oversizing of such improvements for regional service purposes, if appropriate, ending at the Points of Water and Wastewater Connection, and that include, but are not limited to, the capital improvement plan, as shown on **Exhibit B**.

*Consent Conditions* means the conditions for consent to the creation of the District described in City Resolution No. 05-23, adopted March 2, 2005.

*District* means Galveston County Municipal Utility District No. 53, and all land to be included in the District at creation and in any annexation thereafter.

*District System* means the District Water System and the District Wastewater System and any storm sewer drainage facilities necessary to serve the Property.

*District Water System* means the on-site water distribution system that will be constructed by the Developer or the District for the distribution of potable water supplied by the City to serve the Property, ending at the Point of Water Connection.

*District Wastewater System* means the on-site wastewater collection system that will be constructed by the Developer or the District to serve the Property for the collection of wastewater received from customers on the Property, ending at the Point of Wastewater Connection, and will include any sewer force main, booster pumps, and lift stations that will be required to transport wastewater to the Point of Wastewater Connection.

*Effective Date* means the date of approval of this Agreement by the City Commission.

*Equivalent Single-Family Connection* or *ESFC* means that daily measure of Water and Wastewater that is attributed to a one single-family residential unit pursuant to the Impact Fee Schedule in effect as of the effective date of this Agreement.

*Impact Fee Schedule* means the Update to the Land-Use Assumptions, Capital Improvements Plan, and Impact Fees for Water and Sewer described in City Resolution No. 17-044, adopted August 2, 2017, as may be amended from time to time applicable to Zone 2.

*Point of Water Connection* means that point where the District Water System connects to the City Water System at the location designated as such on **Exhibit B**, attached hereto and incorporated herein for all purposes. Said location may be changed in connection with any updates to the City's Capital Improvement Plan as may be adopted by the City from time to time.

*Point of Wastewater Connection* means that point where the District Wastewater System connects to the City Wastewater System at the location designated as such on **Exhibit B**, attached hereto and incorporated herein for all purposes. Said location may be changed in connection with any updates to the City's Capital Improvement Plan as may be adopted by the City from time to time.

*PUD* means the Planned Unit Development for the Property to be adopted pursuant to the Revised Zoning Ordinance of the City of Texas City, in effect as of the effective date of this Agreement.

*TCEQ* means the Texas Commission on Environmental Quality and any successor agencies exercising any of its duties and functions related to municipal utility districts.

*Wastewater* means the water-carried wastes, exclusive of ground, surface, and incidental storm waters, normally discharged from the sanitary conveniences of dwellings, including apartments, houses, hotels, office buildings, and institutions, of a domestic, not industrial, nature, meeting the requirements of the City set forth in the City's Code of Ordinances, as may be amended or superseded by the City from time to time.

*Wastewater Services* means the services provided by the City in receiving, treating, testing, and disposing of Wastewater from the District Wastewater System to the City Wastewater System in accordance with this Agreement.

*Water* means potable water that meets federal and state standards for consumption by humans.

*Water Services* means the services provided by the City in producing, supplying, and distributing Water from the City Water System to the District Water System in accordance with this Agreement.

**ARTICLE 2.**  
**DISTRICT SYSTEM AND DETENTION**

**2.1 Construction of District System, Open Drainage, and Detention.**

**a.** The Developer or the District will finance, design, and construct the District System as required to serve the Property pursuant to plans and specifications approved by the City in accordance with the Consent Conditions and applicable laws and ordinances. The District Water System shall include all facilities necessary to convey Water from the Point of Water Connection to the customers located on the Property. All Water shall be supplied by the City and the District shall not be required to supply any additional Water. The District Wastewater System will include all facilities necessary to transport Wastewater from the customers located on the Property to the Point of Wastewater Connection. If the District System is constructed by the District rather than the Developer, the Developer will advance to the District all funds necessary to finance the District System. In financing the District System, the District shall comply with all TCEQ rules, regulations, and requirements, particularly the “economic feasibility” rules.

Consistent with the Consent Conditions, the plans and specifications for the District System, as well as any extensions, additions, or modifications thereto, shall be submitted to the City for review and approval prior to the installation or construction of same by the Developer or the District. The District System, or modifications thereto, shall be designed and constructed in accordance with City standards and specifications, the requirements of Galveston County, the TCEQ, and any other governmental agency having or acquiring jurisdiction over such systems. All easements in which any part of the District System is to be constructed or installed shall be dedicated to the public for installation of public utilities.

The Developer and the District agree that all construction contracts for the District System that will be ultimately conveyed to the City shall require standard payment and performance bonds for public projects and a one-year warranty/maintenance bond to the Developer or the District, assignable to the City, in compliance with the bonding requirements of the City then applicable to the construction of public facilities. The Developer shall assign its rights under such bonds and warranties to the City upon conveyance of the District System, or any components thereof, to the City.

**b.** Upon completion of facilities comprising a component of the District System in accordance with all permits and approvals and upon acceptance thereof by the City, the Developer or the District, as applicable, or both, will convey such facilities to the City, free and clear of all liens and encumbrances (but subject to the Developer’s rights of reimbursement from the District for funds advanced by the Developer to the District, if any, with respect thereto) for ownership, operation, and maintenance by the City. The Property shall have reserved to it all capacity funded by the Developer or the District in any conveyed facilities; provided that any excess capacity not required to serve the Property following full build-out within the Property shall be available to the City to serve other areas. The conveyance instrument shall be in the form attached hereto as **Exhibit C**. The City shall at all times maintain, at its sole cost, the conveyed facilities or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner,

and the City will comply with all valid rules, regulations, directions or orders by any governmental, administrative or judicial body promulgating the same. The City shall incorporate the conveyed facilities into the City System and shall serve the Property with water production and wastewater treatment capacity as reasonably required to complete the development of the Property, subject to the payment of water and wastewater impact fees by the Developer, the District, or any homebuilder in the District, as applicable. The City shall bill and collect for services from its customers, including customers located on the Property. All revenues from conveyed facilities shall be the property of the City.

c. The Developer or the District will finance and construct all lakes, ponds, and other storm water detention facilities and open ditches, open drainage channels, canals, and other open storm water drainage improvements developed to serve the Property (the "Non-City Improvements") and the City will have no responsibilities with respect thereto. The Non-City Improvements, if any, will be constructed in accordance with the requirements of the City, Galveston County, and any applicable drainage district. The City acknowledges and agrees that one or more of such detention facilities may be conveyed to the City of League City, Texas, or another entity in fee simple for the purposes of implementing regional drainage and detention improvements, including for grant eligibility purposes. Any such conveyance shall require written consent from the City, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that the City may require any reasonable terms and conditions it determines, in its sole discretion, necessary to protect the property interests and values of property within Texas City be applied to any such conveyance as a condition to granting its consent. The Developer or District may enter into a maintenance cost-sharing agreement with the City of League City, Texas, or other applicable entity for its portion of the maintenance expenses. The Developer and the District acknowledge and agree that the Non-City Improvements will be maintained by the District, the property owners' association(s) serving the Property, or other entity sharing in regional improvements as permitted above, as appropriate, and that the City shall never have the responsibility to own, operate or maintain the Non-City Improvements. The Developer agrees to form one or more property owners' associations, which shall have as one of their stated purposes to permanently maintain through assessments all Non-City Improvements to the extent that the District, or other entity as appropriate, is not responsible for maintaining such Non-City Improvements.

**2.2 Capacity Reservation.** Upon approval and acceptance of this Agreement, the City shall reserve and make 225 ESFCs available to the Property immediately for the initial connection of the District System to the Points of Water and Wastewater Connection; provided, however, the City shall not be obligated to reserve such 225 ESFCs for the Property if the District has not commenced construction of the District System within two (2) years of the date of Master Plan Approval for the Property. The City also agrees to provide a minimum of an additional 975 ESFCs of both water and wastewater capacity to serve the Property, subject to the payment of the applicable water and wastewater impact fees and the provisions set forth in Section 2.8. Water and wastewater impact fees will be paid at the time of issuance of a building permit for the applicable residential lot or commercial property.

**2.3 Standard of Service.** After dedication or conveyance of any component of the District System to the City, services that are provided by the City to the Property under this Agreement shall be substantially equivalent in quality to the water and wastewater services the

City provides to other City customers not located on the Property. Charges, fees, and rates of City customers on the Property shall be the same as similarly situated customers within the City as a whole. Customers will be required to request service, taps, and other service requirements from the City. The City shall at all times maintain the District System, or cause the District System to be maintained, in good condition and working order at the same standard as for any other water and wastewater facilities maintained by the City and in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

**2.4 Inspection by the City.** The Developer and the District shall be responsible for providing inspections of the construction of the District System and the CIP Improvements. However, consistent with the Consent Conditions, the City shall have access at all reasonable times to inspect the construction of the District System and the CIP Improvements as the City deems necessary to verify compliance with this Agreement. The District shall pay the City for the City's actual reasonable costs associated with such inspections, including the use of a qualified private contractor to carry out the City's inspections; provided, however, that the Developer, its successors and assigns, shall not be obligated to pay for any City inspection of the District System or the CIP Improvements in an amount that would exceed one percent (1%) of the cost of the applicable construction contract. Notwithstanding the foregoing, the City agrees to accept such inspections as performed by the District's engineer, subject to approval by the City, which approval shall not be unreasonably withheld, conditioned, or delayed.

**2.5 No Tax Rebate.** The City does not have any ad valorem tax that overlaps the services to be financed by the Developer with its own funds or the District with its ad valorem taxes; therefore, the City will not rebate any of its ad valorem taxes to the Developer or the District as contemplated in the rules of the TCEQ. The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District's debt obligations, including principal, redemption premium, if any, or interest on bonds issued by the District, and to establish and maintain any interest and sinking fund, debt service fund or reserve fund and (ii) for administration, operation, and maintenance purposes, all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the District's authority to levy ad valorem taxes as the Board of Directors of the District may determine to be necessary from time to time. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District, together with all required annual payments shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on any bonds or otherwise in accordance with applicable law.

**2.6 Projection of New Improvements.** To enable the City to effectively manage its water and wastewater system capacities, the Developer or the District shall provide to the City by September 30 of each year during the term of this Agreement, a written projection of the new improvements within the District expected to be connected to the City Water System and the City Wastewater System within the following year and such other related information as the City may reasonably require.

**2.7 Letter of Capacity Assurance.** The City agrees that the City Engineer shall, promptly upon preliminary plat approval and thereafter upon the reasonable request from the owner of platted property within the District, confirm water and wastewater utility availability for such platted property. Any provision of capacity by the City directly to any third-party (instead of to the District) to land outside the District shall not be allocated out of or in any way reduce the total number of ESFCs the City has agreed to provide to the District hereunder or obligate the District to pay the City for such third-party ESFCs in any manner. Capacity reserved pursuant to Section 2.2 above shall be for the benefit of and run with the land within the District.

**2.8 City Capital Improvement Projects and Impact Fees.**

a. **Wastewater Capacity.** The Property shall have reserved to it 1200 ESFCs of wastewater capacity.

b. **Water Capacity.** The Property shall have reserved to it 225 ESFCs of water capacity, as well as a commitment from the City to provide an additional 975 ESFCs of water capacity. To the extent the City is unable to provide out of existing City facilities any of such additional 975 or more ESFCs of additional water capacity, and the City does not timely construct the necessary CIP Improvements to provide such service, the Developer or the District may fund and construct all necessary CIP Improvements pursuant to the terms and conditions of this Section 2.8 to provide the additional water capacity that may be reasonably required to complete the development of the Property; provided that any excess out of such additional capacity which is not required to serve the Property following full build-out shall be available to the City to serve other areas. The City shall be responsible for timely dedicating or acquiring, at no cost to the Developer or the District, any easements necessary for the construction of any off-site CIP Improvements under this section; provided, however, the District may also acquire any easements necessary for the construction of any off-site CIP Improvements under this section, subject to impact fee credit for all related easement acquisition costs as provided in this Section 2.8.

c. The City and the Developer agree that certain CIP Improvements may need to be constructed in order for the City to provide water and wastewater service to the Property, which may include (i) expansion of the existing water plant, which may include, but is not limited to, the addition of a ground storage tank, hydropneumatics tank, generator, booster pumps, piping, or other appurtenances or (ii) oversizing the lift station or force main of the City Wastewater System. Neither the Developer nor the District shall be responsible for providing any additional sources of water, except to the extent required as a CIP Improvement. The Developer and the City agree that to the extent the Developer or the District fund and construct any CIP Improvements, such CIP Improvements shall be designed by the District's engineer, subject to approval by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. The Developer, the District, or their designee shall be entitled to a dollar for dollar credit against City water or wastewater impact fees, as appropriate, to the extent of any funds advanced by the Developer or the District for CIP Improvements, including the cost of acquiring any easements for the construction of off-site CIP Improvements. The Developer or the District, as appropriate, agree and acknowledge that they may be required to advance funds for improvements to the City's water and wastewater treatment capacity in excess of the total amount of City water or wastewater impact fees owed for the Property. To the extent allowed by

law and the Impact Fee Schedule, any City water or wastewater impact fees generated from development in the City outside of the Property and within the service area served by the CIP Improvements financed by the Developer or the District, may be used to reimburse the Developer or the District for funds advanced for CIP Improvements to the extent that the Developer or the District advanced funds in excess of the total amount of City water or wastewater impact fees owed for the Property, promptly as such funds are available to the City.

d. In the event the City requires the Developer to oversize or otherwise improve the CIP Improvements to allow for regional service, the City will provide Developer with estimated additional ESFCs that City would like to include along with an exhibit showing the general location for those ESFCs within three (3) months of City approval of this Agreement. Provided the City timely provides the Developer with such oversizing specifications, the Developer will construct the CIP Improvements to allow for regional service; provided that the City will issue dollar for dollar water and wastewater impact fee credits, as appropriate, to the Developer, the District, or their designee equal to the increased costs of such oversizing. Any funds advanced by the Developer or the District pursuant to this subsection in excess of the impact fees owed for the Property shall be reimbursed by the City as described in Subsection c above. The Developer and the City agree that any such oversizing of the CIP Improvements that will be funded and constructed by the City or the Developer shall be designed by the District's engineer, subject to approval by the City, which approval shall not be unreasonably withheld, conditioned, or delayed.

e. In the event the City elects to cause another land developer or special purpose district to oversize or otherwise improve the CIP Improvements for regional service, the Developer or the District shall have the right to elect to participate in such improvements. The City shall use its best efforts to secure the participation of other land developers and special purpose districts in the region, and the Developer and the City agree to work cooperatively with all of such participants in the financing and construction of any such oversizing of the CIP Improvements. The City agrees that any cost sharing agreement among the participants shall allocate capacity in such oversizing of the CIP Improvements based on the proportionate share of funds provided to construct such CIP Improvements. The parties agree that participants in such cost sharing agreement shall be responsible for providing funds for the cost of designing and constructing the applicable CIP Improvements. Any such agreement shall provide the terms and conditions under which one or more of the participating special purpose districts (including the District) shall bid and award the contract(s) for the applicable CIP Improvements.

### **ARTICLE 3. DISTRICT INDEBTEDNESS**

**3.1 Generally.** Bonds will be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing under contract with the City, or otherwise acquiring waterworks systems, wastewater systems, storm sewer systems, drainage facilities, canals, fire-fighting facilities, parks and recreational facilities, street, road and bridge facilities, or parts of any such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures,

and facilities therefor, and to operate and maintain same, and to sell water, wastewater, and other services within or without the boundaries of the District.

**3.2 Bond and Other Financial Information Provided to City.** The District shall provide the City with copies of all submittals to the TCEQ related to the approval of bonds issued by the District at the same time such information is submitted to the TCEQ. The District shall also provide the City with copies of the Preliminary Official Statement and Official Statement related to any bonds issued by the District at such time as such statements are approved by the District. The District will provide the City with a copy of the District's annual audit report at such time as the audit is approved by the District.

**3.3 City Consent To Bonds.** The City granted its consent, as evidenced by the Consent Conditions, for the District to issue bonds, in multiple series, in an aggregate principal amount not to exceed the amount of the District's initial voted bond authorization and the District shall be required to obtain the City's prior written consent for the issuance of any bonds in excess of such amount.

**3.4 Refunding Bond Requirements.** Any refunding bonds of the District must provide for a minimum of three percent (3%) net present value savings and no maturity of the refunding bonds may extend beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

**3.5 Dissolution of District Prior to Retirement of Bonded Indebtedness.** The City and the District recognize that, as provided in the laws of the State of Texas and the Consent Ordinance, the City has the right to abolish and dissolve the District and to acquire the District's assets and assume the District's obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until the developer(s) developing the CIP Improvements has/have been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ.

If requested by the District, the City shall afford the District the opportunity to discharge any remaining obligations by either (i) authorizing the District to sell bonds before or during a transition period prior to the effective date of dissolution as established by the City, (ii) pursuant to Local Government Code Section 43.080, as amended, issuing and selling bonds of the City in at least the amount necessary to discharge the District's obligations, including those under any development and reimbursement agreements with developers in the District, or (iii) providing written notice to the District that the City has sufficient funds available from other sources to discharge the District's obligations, including those under the development and reimbursement agreements with developers in the District. Upon dissolution of the District, the City shall acquire the District's assets and shall assume the District's obligations

#### **ARTICLE 4. MISCELLANEOUS**

**4.1 Compliance with Laws and Regulations.** The Developer and the District will promptly, at no cost to the City, take whatever action is necessary relating to the construction of the District System in compliance with any federal or state law or regulation.

**4.2 Records and Reports.** The Developer and the District will promptly provide to the City upon its reasonable request, and without charge, copies of any records or documents relating to the District System.

**4.3 Term.** This Agreement shall be effective as of the date of its approval by the City Commission (the "Effective Date") and shall remain in effect for an initial term of thirty (30) years from the Effective Date and shall automatically renew for consecutive one-year terms thereafter unless otherwise terminated as provided for herein. Further, in the event that the PUD is not approved within ninety (90) days of the Effective Date of this Agreement, the Developer may elect to terminate this Agreement upon written notice to the City.

**4.4 Termination for Default.** Any party to this Agreement who believes that the other party to this Agreement has defaulted in the performance of any condition, term, or obligation owed to that party under the Agreement shall give written notice of the default to the defaulting party, specifying in detail the provision or provisions of the Agreement that have been breached and specifying what action must be taken to cure or correct the default. Should the party receiving the notice fail to correct the default within sixty (60) days following receipt of the written notice, if such corrective action is within the power of the defaulting party, the party giving the notice of default may terminate this Agreement by giving a written termination notice to the defaulting party specifying the termination date.

**4.5 Waiver of Immunity.** The City and the Developer acknowledge and agree that this Agreement constitutes an agreement for providing goods and/or services to a local government entity, and is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, and any successor statute(s).

**4.6 Remedies Cumulative.** The parties expressly agree that the remedy of specific performance of this Agreement is an appropriate and necessary remedy and agree that either party may employ the remedy of specific performance in the event of a breach of this Agreement. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all remedies, including specific performance and mandamus, may be availed of by any party and shall be cumulative of any other remedy herein specified.

**4.7 Successors.** Subject to Section 4.14 hereof, this Agreement shall be binding upon the successors or assigns of the parties hereto.

**4.8 Force Majeure.** If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include, without limitation of the

generality thereof, acts of God, weather, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgment of the party experiencing such difficulty.

**4.9 Applicable Law.** This Agreement shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Agreement except in a court of competent jurisdiction located in Galveston County.

**4.10 No Additional Waiver Implied.** No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

**4.11 Addresses and Notice.** Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other (except bills), must be in writing and may be given or be serviced by (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified; or (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Texas City, Texas  
1801 9<sup>th</sup> Avenue N  
Texas City, Texas 77590  
Attn: Mayor

If to the District, to:

Galveston County Municipal Utility  
District No. 53  
c/o: Sanford Kuhl Hagan Kugle Parker Kahn  
LLP  
1980 Post Oak Boulevard, Suite 1380  
Houston, Texas 77056  
Attn: Julianne B. Kugle/Joshua J. Kahn  
Email: kugle@sklaw.us;  
kahn@sklaw.us

If to Developer, to:

418 Southlake, Ltd.  
1301 Municipal Way, Suite 200  
Grapevine, TX 76051  
Attn: Becky Collins/Jeff Gilpatrick/Brandon  
Jester  
Email: BCollins@UMTH.com;  
JGilpatrick@UMTH.com;  
BJester@UMTH.com

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by written notice to the other parties at least fifteen (15) days prior to the effective date thereof.

**4.12 Merger and Modification; Prevailing Terms.** This Agreement, including the exhibits, and the Consent Conditions embody the entire agreement between the parties relative to the subject matter hereof. This Agreement shall be subject to change or modification only with the written mutual consent of the parties. To the extent of any conflict between the exhibits and Consent Conditions and the terms of this Agreement, the terms of this Agreement shall prevail. Notwithstanding the foregoing, to the extent of any conflict between this Agreement and that certain Development Agreement entered into between the City and the Developer entered into concurrently herewith, the terms of this Agreement shall control.

Upon full execution, this Agreement replaces, in its entirety, any prior utility service agreements, including that certain Utility Services Agreement dated March 15, 2006 by and between Marlin Atlantis White, Ltd., a Texas limited partnership ("MAW"), the previous owner of the Property, and the City (the "Original Agreement"), whereupon the Original Agreement is unconditionally terminated and of no further force and effect. The parties acknowledge that upon execution of this Agreement there are no events of default under the Original Agreement and no facts or circumstances which with the giving of notice or passage of time would constitute an event of default under the Original Agreement. The City unconditionally and fully releases the Developer from any and all claims that the City had or may have against the Developer, as successor in interest to MAW, directly or indirectly arising under or related to the Original Agreement.

**4.13 Severability.** The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

**4.14 Assignability.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors. The Developer may assign its duties and obligations under this Agreement or any interest herein. Any such assignment shall be acknowledged in writing by the assignor and assignee, and said acknowledgement will be delivered to the City within ten (10) days of the assignment . The Developer may make a collateral assignment in favor of a lender without consent. This section shall not be construed to prevent the Developer from selling lots, parcels, or other portions of the Property in the normal course of business. If such assignment of the obligations by the Developer hereunder is effective, the Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder.

**4.15 Benefits of Agreement.** This Agreement is for the benefit of the City, the District, and the Developer and their successors and assigns and shall not be construed to confer any benefit on any other person or entity except as expressly provided for herein.

**4.16 Consents and Approvals.** Whenever this Agreement provides for the approval or consent of one of the parties, such consent or approval shall not be unreasonably withheld, conditioned, or delayed.

**4.17 District Exercise of Eminent Domain Powers.** The District shall not exercise its eminent domain powers without first obtaining the City's written consent to such exercise.

**4.18 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute, together, one and the same document.

**[EXECUTION PAGES FOLLOW]**

AGREED AND ACCEPTED as of the date first written above.

**418 SOUTHLAKE, LTD.,**  
a Texas limited partnership

By: NEHC Properties, Inc.,  
a Texas corporation,  
its General Partner

By: \_\_\_\_\_  
Joseph H. Fogarty, President

AGREED AND ACCEPTED as of the date first written above.

**GALVESTON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 53**

By: \_\_\_\_\_  
President, Board of Directors

By: \_\_\_\_\_  
Secretary, Board of Directors

(SEAL)

AGREED AND ACCEPTED as of the date first written above.

**CITY OF TEXAS CITY, TEXAS**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

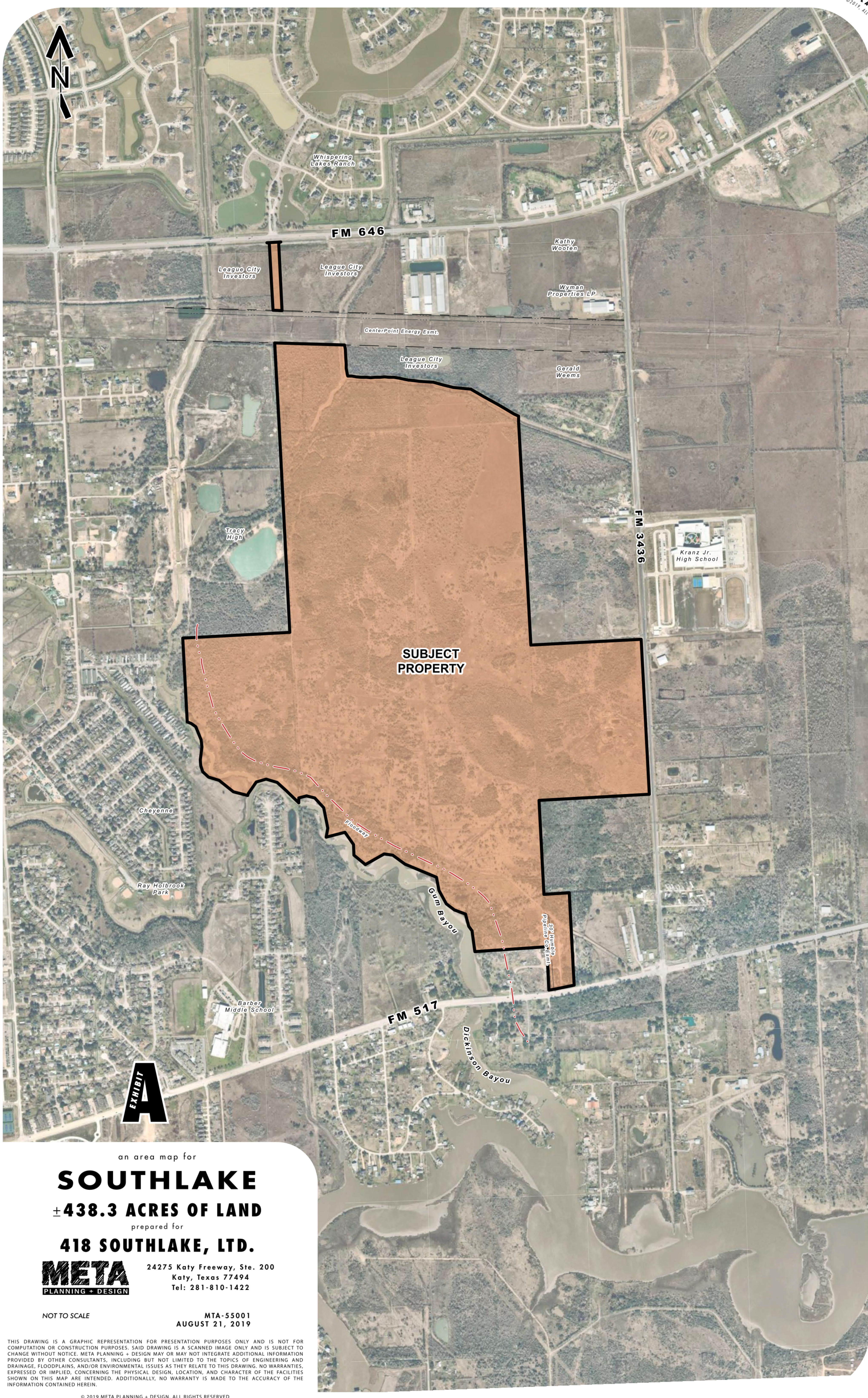
(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Exhibit A**

**The Property**



**SUBJECT  
PROPERTY**

**EXHIBIT  
A**

an area map for  
**SOUTHLAKE**  
**± 438.3 ACRES OF LAND**  
prepared for  
**418 SOUTHLAKE, LTD.**



24275 Katy Freeway, Ste. 200  
Katy, Texas 77494  
Tel: 281-810-1422

NOT TO SCALE

MTA-55001  
AUGUST 21, 2019

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

**Exhibit B**

**Capital Improvement Plan**



**Exhibit C**

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS
COUNTY OF GALVESTON	§	

[418 Southlake, Ltd., a Texas limited partnership (the “Developer”)] [Galveston County Municipal Utility District No. 53 (the “District”)] has acquired certain improvements, structures, and facilities designed to provide water, wastewater, and drainage to serve certain areas (the “Property”) in the City of Texas City, Texas (the “City”), as more fully described on Exhibit “A” hereto. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the [Developer] [District] hereby conveys, transfers, and delivers to the City, its successors and assigns, subject to a security interest therein, those certain facilities described as follows:

Those certain facilities constructed by or on behalf of the [Developer] [District] pursuant to the construction contract with \_\_\_\_\_, dated \_\_\_\_\_, for [describe project] \_\_\_\_\_, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the [Developer] [District] in connection with the facilities being conveyed hereby (the “Facilities”).

The [Developer] [District] has constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Services Agreement, dated \_\_\_\_\_, 20\_\_\_\_, between the City, the District and Developer (the “Agreement”). This conveyance is made subject to the terms of the Agreement.

The [Developer] [District] hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer’s warranties, if any, owned or acquired by the [Developer] [District] for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, this conveyance is executed on \_\_\_\_\_.

418 SOUTHLAKE, LTD.,  
a Texas limited partnership

By: NEHC Properties, Inc.,  
a Texas corporation,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GALVESTON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 53

By: \_\_\_\_\_  
President, Board of Directors]

In accordance with the Agreement, the City hereby accepts this Utility Conveyance and Security Agreement on \_\_\_\_\_.

CITY OF TEXAS CITY, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_               §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_  
by [\_\_\_\_\_, \_\_\_\_\_ of NEHC Properties, Inc., a Texas  
corporation, the General Partner of 418 Southlake, Ltd., a Texas limited partnership,  
\_\_\_\_\_, President of the Board of Directors of Galveston County Municipal  
Utility District No. 53, a political subdivision of the State of Texas,] on behalf of said [limited  
partnership] [political subdivision].

\_\_\_\_\_  
Notary, State of Texas

(NOTARY SEAL)

**RESOLUTION NO. 21-062**

**A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A UTILITY SERVICES AGREEMENT WITH GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 53 AND 418 SOUTHLAKE, LTD., AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, Galveston County Municipal Utility District Number 56 (the “District”) is a conservation and reclamation district and a political subdivision within the area of the City and the Zone; and

**WHEREAS**, the City, the developer, 418 Southlake, Ltd., and the MUD District desire to enter into a Utility Service Agreement.

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

**SECTION 1.** That certain agreement by and between the City of Texas City, Texas, , 418 Southlake, Ltd, and Galveston County Municipal Utility District Number 53, a copy of which is attached hereto as **Exhibit “A”** and made part hereof for all purposes, is hereby authorized and approved.

**SECTION 2.** That the Mayor or his designee is hereby authorized to execute and the City Secretary is hereby authorized to attest the original of the attached agreement for and on behalf of the City of Texas City, Texas.

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

**PASSED AND ADOPTED this 18th day of August 2021.**

---

Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

---

Rhomari D. Leigh  
City Secretary

APPROVED AS TO FORM:

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(8) (i)**

**Meeting Date:** 08/18/2021

Approving the Moore Memorial Public Library Strategic Plan October 1, 2021 THROUGH FY September 30, 2024

**Submitted For:** Luke Alvey, Library

**Submitted By:** Luke Alvey, Library

**Department:** Library

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**Information**

**ACTION REQUEST (Brief Summary)**

The Moore Memorial Public Library FY 2021/22- FY 2023/4 Strategic Plan is a guide for major areas of focus and changes for the library. We have included a Community Overview to illustrate the background of how the plan reflects our community. We have included an introduction that gives a basic primer for how this plan works. The plan was unanimously approved at the previous Library Board meeting.

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Community Overview

Introduction

Strategic Plan Draft

Resolution

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## Community Overview

Texas City is a growing community located along Galveston Bay in Galveston County, 40 miles south of Houston. Established in 1911, it encompasses approximately 64 square miles of land. The Port of Texas City is the 4<sup>th</sup> largest port in Texas and the 15<sup>th</sup> largest port in the United States, with its shipping channel maintained to a depth of 45 feet.

The community is heavily industrial and is home to a number of large petrochemical plants, oil refineries and related support businesses. Construction recently began on a nearly \$1 billion anhydrous ammonia facility in the Texas City Industrial Complex. Other businesses include a regional beverage distributor, a large outdoor retail mall, numerous small businesses, and varied outdoor recreational facilities. A strong industrial tax base provides significantly more than half of the property tax revenues for the community.

In the last three years Texas City has seen a 60% increase in single family housing starts. One master planned community in west Texas City will provide 4,500 new homes upon completion. Three additional new communities will provide several hundred more homes. These developments are all located in northwest Texas City, continuing to shift the population distribution of Texas City to the west.

The 2021 U. S. Census estimates show that the population of Texas City has increased approximately 15.6% since the last published census in 2010. The estimated population is 52,126, however this will be updated once the 2020 Census data is released later this year. This population is racially diverse, with 2019 census estimates as follows: 38.0% White, 29.0% Hispanic or Latino, 28.5% Black/African American, 0.8% Asian and 0.4% Native American. The Census estimates from 2019 indicate that 20.6% of the population speak a language other than English at home, while 7.7% were born outside the United States.

Education levels in Texas City are below the averages for the state of Texas. 82.7% of people 25 years old and older are high school graduates, compared to the state average of 84.6%. The percentage of people in Texas City with a Bachelor's degree or higher is 15%, while the state average is 30.8%.

These lower levels of educational attainment are reflected in the below-average income levels in Texas City. The 2019 Census estimates list the median household income at \$48,839, compared to an average of \$64,034 statewide. The percentage of Texas City residents living in poverty is 19.1%, while the average in the state is 13.6%. 59.2 % of Texas City citizens report living in owner-occupied housing and 40.8% report living in renter-occupied housing.

The age demographics in Texas City are similar to those of the state as a whole. The distribution is: 6.5% under 5 years, 24.4% under 18 years, 75.6% 18 years and older, and 15.4% 65 years and older. The most significant difference between Texas City and the state of Texas is found in the 65 years and older population, with only 12.9% of all Texans in that age group.

Census statistics show that Texas City is a diverse and growing community with a significant industrial base, but with both income and education levels lower than the averages for the state of Texas.

### Overview of the Library Service Population

Moore Memorial Public Library is a municipal library and a department of the City of Texas City. It receives the majority of its operational funding from the City of Texas City. We are an accredited library by the Texas State Library and Archives Commission (TSLAC). Accreditation allows us to apply for grants, participate in interlibrary loan, provides access to training, and more. TSLAC assigns our library a service population of 58,160. This is based on the population of Texas City and portions of surrounding cities.

Moore Memorial Public Library is a member of the Galveston County Library system, a federated system of eight public libraries which receives some funding from the Galveston County Commissioner's Court to allow all Galveston County residents to obtain and access free library services. The four neighboring communities of Santa Fe, Hitchcock, Dickinson and La Marque are smaller than Texas City, and many of the residents come to Moore Memorial for library services their community libraries do not provide. Some Texas City residents also utilize library services at other Galveston County Public libraries, particularly Helen Hall Library in League City and the Rosenberg Library in Galveston. In conjunction with the TexShare program set up and managed by the Texas State Library & Archives Commission, Moore Memorial Public Library also extends its services to residents of the state of Texas who provide appropriate proof of residency.

## INTRODUCTION

This Strategic Plan is our roadmap for the next three years (October 1, 2021-September 30, 2024). The plan is an outline for the major areas of focus and changes we hope to make in this period. The plan does not cover areas that we deal with every day or on a repeated annual basis, but is meant to be an outline of how the next three years will be different.

The plan has Goals and Objectives. A Goal is a major project or outcome in an area of focus that the library plans to accomplish within the next three years. An Objective is the specific steps we take to accomplish these goals.

The plan is meant to be used both internally by the library and externally by the public. The library will update the public about the status of all Goals and Objectives. We hope this will be a transparent way for the public to see how we are progressing.

The plan does not list every change we will make in the next three years. The plan does not keep us from changing focus as events require. Moore Memorial Public Library strives to respond to major events in the community effectively. This plan helps guide that effort, but will never be used to impair that effort.

If any part of this plan seems confusing or unclear, please reach out by email at [library@texascitytx.gov](mailto:library@texascitytx.gov), call us at 409-643-5970, or come by the library to talk in person.

MOORE MEMORIAL PUBLIC LIBRARY  
STRATEGIC PLAN  
October 1, 2021 THROUGH FY September 30, 2024

OUTREACH

Goal 1: Become social services information hub for Galveston County

Objectives:

1. Create Social service 'map' of available services. (FY 2022)
2. Coordinate with county wide social services agencies. (FY 2022)
3. Train staff in all current application processes. (FY 2022, FY 2023)
4. Market services through all available channels/partners.(FY 2022)

Goal 2: Increase outreach by utilizing all media/social media platforms

Objectives:

1. Maintain and update a formal publicity plan for the library. (FY 2022)
2. Engage all local media (print/radio/TV/etc.) for feature stories on library programs/services. (FY 2022)
3. Use features of new library/city website to market events, services, collections, etc. (FY 2022)

Goal 3: Actively promote library collections, events, programs, and services to residential facilities and community organizations.

Objectives:

1. Disseminate applications and brochures to local businesses for employees. (FY 2022)
2. Review and research the development of local partnerships. (FY 2022)
3. Increase marketing outreach for library collections and services, including digital resources. (FY 2022)
4. Research, develop and implement a plan for library resources on new updated website. (FY 2022)

Goal 4: Investigate ways to expand outreach services to all ages

Objectives:

1. Research use of Free Little Library and continue developing potential new locations for setup. (FY 2022)
2. Research current outreach services to schools and assisted living facilities. Continue developing outreach programs and services based on research. (FY 2022)

3. Research current adult and teen volunteer opportunities and revise accordingly. (FY 2022)

## PROGRAMMING

### GOAL 1: Create and support a community of life-long learners

#### Objectives:

1. Research and implement programs for marginalized groups. (FY 2022)
2. Research and implement programs for homeschool, unschool, etc. families. (FY 2022)
3. Research and implement programs for neurodivergent youth and adults. (FY 2022)
4. Research and implement programs tailored to senior citizens. (FY 2022)
5. Develop and implement both in-person and virtual options for job-seeking skills. (FY 2022)
  - Partner with Worksource Solutions for trainings and referrals
  - Seek out new partners for job training skills
  - Implement on demand one-on-one resume training
6. Develop and implement offsite programming at community centers throughout the community. (FY 2022, FY 2023)
7. Research alternative models of computer training for both in-person and virtual teaching. (FY 2022)
8. Assist in national and state-level literacy initiatives by providing training and assistance on life literacy skills to include filling out forms, protecting personal information, obtaining basic governmental services, finding quality medical, legal and consumer information, and training on online safety and security. (FY 2022)

### GOAL 2: Develop and maintain programs which foster citizen participation in political, social, and community activities

#### Objectives:

1. Research and develop slate of Community Programs- programs that encourage and develop community involvement. IE forums, panel discussions, etc. (FY 2023)
2. Research and develop slate of Community Groups- groups that meet regularly that are led and managed by the public. IE knitting clubs, book clubs, etc. (FY 2023)
3. Develop extended programming options to provide educational opportunities to off-site locations such as community centers, senior centers, schools, and community gathering points. (FY 2023)

## TECHNOLOGY

Goal 1: Provide the most appropriate technological resources for the library community.

Objectives:

1. Improve our current library technology
  - Work with vendors to improve the patron interface to the library's integrated system (ILS), from both a mobile and a non-mobile perspective. (FY 2022, 2023, 2024)
  - Research more effective use of email for notification of holds, overdue items, programming, etc. (FY 2022, 2023, 2024)
  - Research feasibility of purchasing an automated calling system module for use in calling holds and overdue items. (FY 2022, 2023, 2024)
2. Review/replace staff and patron virtual machines (VM) with standalone desktop or new VM. (FY 2022)
3. Research alternatives to the current library ILS (catalog). (FY 2022, 2023, 2024)
4. Increase the level of patron self-service capability to allow more efficient use of staff resources. (FY 2022, 2023, 2024)
  - Implement mobile apps for each online resource provided, if available and appropriate. (FY 2022, 2023, 2024)
5. Evaluate and assess using touchscreen technology in the library. (FY 2022, 2023, 2024)
6. Evaluate and design effective tech skills training for patrons. (FY 2022, 2023, 2024)
  - Investigate efficiency of offering online recorded video tutoring for Basic Computer, Excel, etc. classes previously offered in person. (FY 2022, 2023, 2024)
7. Research new technology options for programs and outreach. (FY 2022, 2023, 2024)

## LOCAL HISTORY/ARCHIVES

Goal 1: Maintain and expand Local History Archive.

Objectives:

1. Develop policies and procedures to formalize processes.
  - Create guides to be used by staff and volunteers in all areas not currently covered by existing policies.
2. Develop a tailored classification structure for the archival material. (FY 2022)
3. Search out and obtain additional historical records, maps and items held by other City Departments, such as TCISD. (FY 2022, FY 2023)
4. Complete the Vertical File project and integrate the bibliographic records of those resources into the library's ILS. (FY 2022)

5. Utilize oral history projects to assist in filling in gaps within the archive. (FY 2022, FY 2023, 2024)
6. Create a physical space in library to promote and exhibit archival material. (FY 2022)

Goal 2: Develop and expand digital collection of selected archive holdings

Objectives:

1. Integrate bibliographies pathfinders, displays etc., into a fully mixed media environment and web presence. (FY 2022)
2. Research ways to develop short video segments to describe materials in the archive for community members and students. (FY 2023)
3. Create a comprehensive listing of Texas City historical resources held in other organizations or locations in Galveston County. (FY 2023)
4. Research and utilize grant opportunities to fund planned digitization and exhibit projects. (FY 2022)

Goal 3: Develop and expand a county-wide organization of archives

Objectives:

1. Research collaboration, partnerships and training opportunities with the Archives Group of Galveston County (AGGC).
  - Recruit archives, libraries, and museums for AGGC. (FY 2022)
  - Aid AGGC to develop holding list of respective archives. (FY 2022, 2023)
  - Host Galveston County archive lists on searchable website. (FY 2023, 2024)

Goal 4: Develop and expand partnerships with other Local History and Archivist organizations.

Objectives:

1. Research opportunities to provide internships for students interested in history, archival work, digitization and digital humanities. (FY 2022)
2. Issue annual public request for donations of local history documents, photos or items, possibly in collaboration with the Texas City Museum. (FY 2022, FY 2023, 2024)
3. Research ways to expand outreach services to schools and other historical agencies within Galveston County. (FY 2022, FY 2023)
4. Collaborate on displays and/or programs in cooperation with the Texas City Museum. (FY 2022, FY 2023, 2024)
5. Create and deliver periodic public discovery opportunities for archival and local history materials utilizing local historians. (Speakers Bureau). (FY 2022, FY 2023, 2024)

**RESOLUTION NO. 21-063**

**A RESOLUTION APPROVING MOORE MEMORIAL PUBLIC LIBRARY STRATEGIC PLAN OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2024; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, in accordance with the requirements of Texas Code 441.127(a), Library Systems, Moore Memorial Public Library operates under a three-year Strategic Plan covering all areas of Library operations and services. The current Strategic plan under which the Library is operating expires on October 1, 2021;

**WHEREAS**, the Board of Trustees approved the proposed Strategic Plan on July 26, 2021; and

**WHEREAS**, in developing the proposed Strategic Plan, input was solicited and received from library staff, library patrons, community members and various organizations. Included in this plan are initiatives, ideas and issues stemming from the Library's participation in several national initiatives, including the EDGE (technology) initiative, and the initiatives of the Library in serving the needs of the local community. Approval of the Strategic Plan by the City Commission is a required for accreditation as a public library in the state of Texas, under the authority of the Texas State Library and Archives Commission. The plan outline and subject matter has not changed and minor changes were made to the content.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves Moore Memorial Public Library Strategic Plan October 1, 2021 through September 30, 2024.

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

**PASSED AND ADOPTED this 18th day of August 2021.**

---

Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

---

Rhomari D. Leigh  
City Secretary

APPROVED AS TO FORM:

---

Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**Ord 13-52**

**Meeting Date:** 08/18/2021

Amend the fiscal year 2020/2021 budget

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

**Information**

**ACTION REQUEST (Brief Summary)**

Consider approval of a request to amend the fiscal year 2020-2021 budget to accept and appropriate the Community Development Block Grant Disaster Recovery Mitigation funds for drainage improvements.

**BACKGROUND**

The Texas General Land Office Community Development and Revitalization division (GLO-CDR) completed its scoring of all Mitigation Harvey Round 1 HUD Most Impacted and Distressed (HMID) Competition grant applications. The City was awarded Community Development Block Grant Disaster Recovery (CDBG-DR) funds for drainage improvements in the amount of \$14,965,447.00.

A budget amendment is needed to create a new fund to account for the grant revenues and project expenditures.

The award letter and drainage project information is attached.

**ANALYSIS**

Budget Amendment:

**Community Development Block Grant-Disaster Recovery Mitigation Grant (CDBG-DR Mitigation) (Fund 242):**

Pump Station Improvements	\$2,039,987.50
Drainage Improvements	\$13,076,625.50
Grant Revenue (CDBG-DR)	(\$14,965,447.00)
Transfer from General Fund	(\$151,166.00)

**ALTERNATIVES CONSIDERED**

**Fiscal Impact**

**Attachments**

CDBG-DR Mitigation  
Ordinance



TEXAS GENERAL LAND OFFICE  
GEORGE P. BUSH, COMMISSIONER

May 21, 2021

Dedrick Johnson  
Mayor, City of Texas City  
1801 9<sup>th</sup> Avenue  
Texas City, TX 77590

Re: Mitigation Harvey Round 1 HUD Most Impacted and Distressed Competition Award Announcement

Dear Mayor Johnson:

The Texas General Land Office Community Development and Revitalization division (GLO-CDR) has completed its scoring of all Mitigation Harvey Round 1 HUD Most Impacted and Distressed (HMID) Competition grant applications. We are pleased to announce the approval of your application for Community Development Block Grant Disaster Recovery (CDBG-DR) funding. **Congratulations!** This letter is confirmation that Texas City's application for Mitigation Harvey Round 1 HUD Most Impacted and Distressed Competition has been approved for funding and will move forward to contracting.

**Project Information:**

Applicant: **Texas City**

CDBG-DR Amount: \$14,965,447.00

Project Description: Drainage Improvements

As indicated, the next step will be contract execution, followed closely by a Kickoff meeting. To ensure thorough guidance throughout the project's lifecycle, your Grant Manager, Dawn Riggs, will assist you in meeting program requirements, the terms of your executed Subrecipient Agreement, and to address specific questions that arise along the way. Dawn will contact you directly to establish a contact list of key stakeholders and identify roles and responsibilities. In the meantime, she can be reached Dawn.riggs.glo@recovery.texas.gov or (512) 701-0654.

GLO-CDR is dedicated to Texas City's success. If you have any immediate questions regarding this award, feel free to contact me at Cynthia.Hudson.glo@recovery.texas.gov or (512) 701-0654.

Sincerely,

*Cynthia Hudson*

Cynthia Hudson  
Director of Grant Management

cc: U.S. Representatives – Randy Weber  
U.S. Senator – John Cornyn  
U.S. Senator – Ted Cruz  
State Senators – Larry Taylor  
State Representative – Mayes Middleton

## MITIGATION HARVEY ROUND 1 HUD GRANT

CONSTRUCTION	ENGINEERING	GRANT ADMINISTRATION	CITY CONTRIBUTION	FINAL GRANT AMOUNT
\$12,105,150.00	\$1,814,227.00	\$1,197,236.00	(\$151,166.00)	<b>\$14,965,447.00</b>

CONSTRUCTION COSTS				
PUMP STATION A IMPROVEMENTS	PUMP STATION B IMPROVEMENTS	34th ST. DRAINAGE	7th AVE. DRAINAGE	TOTAL
\$816,720.00	\$816,720.00	\$1,242,920.00	\$9,228,790.00	<b>\$12,105,150.00</b>



**CDBG-MIT: Budget Justification of Retail Costs  
(Former Table 2)**

Cost Verification Controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

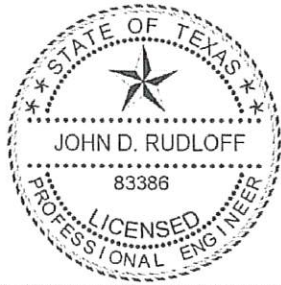
<b>Applicant/Subrecipient:</b>	City of Texas City					
<b>Site/Activity Title:</b>	Rainwater Pump Station A Improvements					
<b>Eligible Activity:</b>	Flood and Drainage					
<b>Materials/Facilities/Services</b>	<b>\$/Unit</b>	<b>Unit</b>	<b>Quantity</b>	<b>Construction</b>	<b>Acquisition</b>	<b>Total</b>
Mobilization, Complete in Place, the Sum of:	\$ 20,000.00	LS	1	\$ 20,000.00	\$ -	\$ 20,000.00
Installation of Sheet Piling, Including Crushed Concrete Backfill, Complete in Place, the Sum of:	\$ 125.00	SF	5000	\$ 625,000.00	\$ -	\$ 625,000.00
Remove & Replace Handrail, Complete in Place, the Sum of:	\$ 200.00	LF	110	\$ 22,000.00	\$ -	\$ 22,000.00
Remove & Replace Concrete Pile Cap, Complete in Place, the Sum of:	\$ 500.00	CY	40	\$ 20,000.00	\$ -	\$ 20,000.00
Remove & Replace Concrete Channel Lining, Complete in Place, the Sum of:	\$ 100.00	SY	85	\$ 8,500.00	\$ -	\$ 8,500.00
Restoration, Complete in Place, the Sum of:	\$ 10,000.00	LS	1	\$ 10,000.00	\$ -	\$ 10,000.00
Misc. Project Items	\$ 21,200.00	LS	2	\$ 42,400.00	\$ -	\$ 42,400.00
Supplemental Project Items	\$ 29,920.00	LS	1	\$ 29,920.00	\$ -	\$ 29,920.00
Construction Contingency 5%	\$ 38,900.00	LS	1	\$ 38,900.00	\$ -	\$ 38,900.00
<b>TOTAL</b>	<b>\$ 120,945.00</b>			<b>\$ 816,720.00</b>	<b>\$ -</b>	<b>\$ 816,720.00</b>

**1. Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.**

Project does not require annual maintenance. City will provide periodic inspection of the condition of the sheet piles.

**2. Identify and explain any special engineering activities.**

This project involves replacement of existing sheet piles aligned along the discharge side of Pump Station A. The existing sheetpiles maintain the integrity of the outfall channel in order to prevent erosion in the channel backs, which would lead to structural instabilities of the pump station and levee. The existing sheet piles exhibit areas of significant corrosion and need to be replaced.



<b>Date:</b>	10/20/2020
<b>Phone Number:</b>	713-400-2755

Signature of Registered Engineer/Architect  
Responsible For Budget Justification:



### CDBG-MIT: Budget Justification of Retail Costs (Former Table 2)

Cost Verification Controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

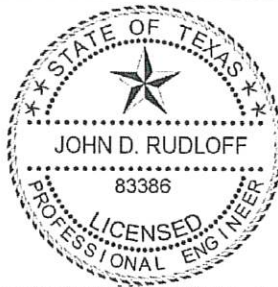
<b>Applicant/Subrecipient:</b>	City of Texas City					
<b>Site/Activity Title:</b>	Pump Station B Improvements					
<b>Eligible Activity:</b>	Flood and Drainage					
Materials/Facilities/Services	\$/Unit	Unit	Quantity	Construction	Acquisition	Total
Mobilization, Complete in Place, the Sum of:	\$ 20,000.00	LS	1	\$ 20,000.00	\$ -	\$ 20,000.00
Installation of Sheet Piling, Including Crushed Concrete Backfill, Complete in Place, the Sum of:	\$ 125.00	SF	5000	\$ 625,000.00	\$ -	\$ 625,000.00
Remove & Replace Handrail, Complete in Place, the Sum of:	\$ 200.00	LF	110	\$ 22,000.00	\$ -	\$ 22,000.00
Remove & Replace Concrete Pile Cap, Complete in Place, the Sum of:	\$ 500.00	CY	40	\$ 20,000.00	\$ -	\$ 20,000.00
Remove & Replace Concrete Channel Lining, Complete in Place, the Sum of:	\$ 100.00	SY	85	\$ 8,500.00	\$ -	\$ 8,500.00
Restoration, Complete in Place, the Sum of:	\$ 10,000.00	LS	1	\$ 10,000.00	\$ -	\$ 10,000.00
Misc. Project Items	\$ 21,200.00	LS	2	\$ 42,400.00	\$ -	\$ 42,400.00
Supplemental Project Items	\$ 29,920.00	LS	1	\$ 29,920.00	\$ -	\$ 29,920.00
Construction Contingency 5%	\$ 38,900.00	LS	1	\$ 38,900.00	\$ -	\$ 38,900.00
<b>TOTAL</b>	<b>\$ 120,945.00</b>			<b>\$ 816,720.00</b>	<b>\$ -</b>	<b>\$ 816,720.00</b>

**1. Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.**

Project does not require annual maintenance. City will provide periodic inspection of the condition of the sheet piles.

**2. Identify and explain any special engineering activities.**

This project involves replacement of existing sheet piles aligned along the discharge side of Pump Station B. The existing sheetpiles maintain the integrity of the outfall channel in order to prevent erosion in the channel backs, which would lead to structural instabilities of the pump station and levee. The existing sheet piles exhibit areas of significant corrosion and need to be replaced.



<b>Date:</b>	10/20/2020
<b>Phone Number:</b>	713-400-2755

Signature of Registered Engineer/Architect  
Responsible For Budget Justification:



**CDBG-MIT: Budget Justification of Retail Costs  
(Former Table 2)**

Cost Verification Controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

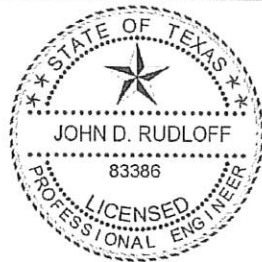
<b>Applicant/Subrecipient:</b>	City of Texas City					
<b>Site/Activity Title:</b>	34th Street Drainage Improvements					
<b>Eligible Activity:</b>	Flood and Drainage					
<b>Materials/Facilities/Services</b>	<b>\$/Unit</b>	<b>Unit</b>	<b>Quantity</b>	<b>Construction</b>	<b>Acquisition</b>	<b>Total</b>
Remove Existing Concrete Slope Paving:	\$ 20.00	SY	1800	\$ 36,000.00	\$ -	\$ 36,000.00
5" Concrete Slope Paving, the Sum of:	\$ 100.00	SY	7825	\$ 782,500.00	\$ -	\$ 782,500.00
18" Broken Concrete Rip Rap, Complete in Place,	\$ 100.00	SY	400	\$ 40,000.00	\$ -	\$ 40,000.00
Ditch Grading	\$ 50.00	LF	1800	\$ 90,000.00	\$ -	\$ 90,000.00
Misc. Project Items	\$ 189,700.00	LS	1	\$ 189,700.00	\$ -	\$ 189,700.00
Supplemental Project Items	\$ 45,530.00	LS	1	\$ 45,530.00	\$ -	\$ 45,530.00
5% Contingency	\$ 59,190.00	LS	1	\$ 59,190.00	\$ -	\$ 59,190.00
<b>TOTAL</b>	\$ 294,570.00			\$ 1,242,920.00	\$ -	\$ 1,242,920.00

**1. Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.**

Project does not require annual maintenance.

**2. Identify and explain any special engineering activities.**

The Amburn Park subdivision has experienced extensive flood damage in the past. This project will reduce structural flooding in the Amburn Park subdivision by increasing stormwater conveyance by means of storm sewers, inlets, and improving surface drainage flow patterns.



Date:	10/20/2020
Phone Number:	713-400-2755

*John D. Rudloff*  
Signature of Registered Engineer/Architect  
Responsible For Budget Justification:



**CDBG-MIT: Budget Justification of Retail Costs  
(Former Table 2)**

Cost Verification Controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

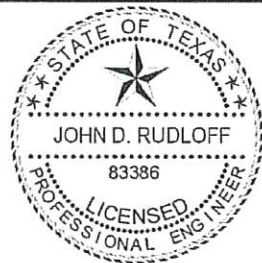
<b>Applicant/Subrecipient:</b>	City of Texas City					
<b>Site/Activity Title:</b>	7th Street Drainage Improvements					
<b>Eligible Activity:</b>	Flood and Drainage					
<b>Materials/Facilities/Services</b>	<b>\$/Unit</b>	<b>Unit</b>	<b>Quantity</b>	<b>Construction</b>	<b>Acquisition</b>	<b>Total</b>
Reinforced Concrete Pipe (24"), Complete in Place	\$ 110.00	LF	600	\$ 66,000.00	\$ -	\$ 66,000.00
Reinforced Concrete Pipe (36"), Complete in Place	\$ 150.00	LF	200	\$ 30,000.00	\$ -	\$ 30,000.00
Reinforced Concrete Box (4x4), Complete in Place	\$ 600.00	LF	300	\$ 180,000.00	\$ -	\$ 180,000.00
Reinforced Concrete Box (6x5), Complete in Place	\$ 725.00	LF	300	\$ 217,500.00	\$ -	\$ 217,500.00
Reinforced Concrete Box (8x6), Complete in Place	\$ 850.00	LF	1030	\$ 875,500.00	\$ -	\$ 875,500.00
Reinforced Concrete Box (10x6), Complete in Place	\$ 1,000.00	LF	4750	\$ 4,750,000.00	\$ -	\$ 4,750,000.00
Reinforced Concrete Pavement (6"), Complete in Place	\$ 50.00	SY	9500	\$ 475,000.00	\$ -	\$ 475,000.00
Reinforced Concrete Pavement (8"), Complete in Place	\$ 60.00	SY	1900	\$ 114,000.00	\$ -	\$ 114,000.00
Concrete Curb (6")	\$ 6.00	LF	8000	\$ 48,000.00	\$ -	\$ 48,000.00
Remove and Replace 6" Reinforced Concrete Driveway, Complete in Place	\$ 75.00	SY	2300	\$ 172,500.00	\$ -	\$ 172,500.00
Lime Stabilized Subgrade (8"), Complete in Place	\$ 6.00	SY	11400	\$ 68,400.00	\$ -	\$ 68,400.00
Lime (Type A or B) for subgrade stabilization, Complete in place	\$ 175.00	TON	300	\$ 52,500.00	\$ -	\$ 52,500.00
8" Black Base Asphalt Transition, Complete in Place	\$ 45.00	SY	500	\$ 22,500.00	\$ -	\$ 22,500.00
2" HMAC for Roadway Transition	\$ 17.00	SY	500	\$ 8,500.00	\$ -	\$ 8,500.00
Remove Existing Concrete/Asphalt Pavement Roadway, includes base material, Complete in Place	\$ 10.00	SY	11900	\$ 119,000.00	\$ -	\$ 119,000.00
Inlet (Type C) 3'x5' with , Complete in Place	\$ 3,500.00	EA	22	\$ 77,000.00	\$ -	\$ 77,000.00
Remove Existing Storm sewer and culverts, 10"-36" diameter (All Materials), Complete in Place	\$ 25.00	LF	1300	\$ 32,500.00	\$ -	\$ 32,500.00
Remove Existing Storm sewer and culverts, Large diameter (All Materials), Complete in Place	\$ 90.00	LF	3300	\$ 297,000.00	\$ -	\$ 297,000.00
Storm Box 32" Manway- 4'x4', Complete in Place	\$ 2,500.00	EA	16	\$ 40,000.00	\$ -	\$ 40,000.00
Storm Junction Box - 4'x4', Complete in Place	\$ 3,250.00	EA	4	\$ 13,000.00	\$ -	\$ 13,000.00
Storm Junction Box - 5'x5', Complete in Place	\$ 4,050.00	EA	4	\$ 16,200.00	\$ -	\$ 16,200.00
Large Junction Boxes	\$ 20,000.00	EA	9	\$ 180,000.00	\$ -	\$ 180,000.00
Remove Existing Inlet or Manhole, Complete in Place	\$ 2,500.00	EA	20	\$ 50,000.00	\$ -	\$ 50,000.00
Replace Water Line (8"),	\$ 100.00	LF	3000	\$ 300,000.00	\$ -	\$ 300,000.00
Misc. Project Items	\$ 246,160.00	LS	1	\$ 246,160.00	\$ -	\$ 246,160.00
Supplemental Project Items	\$ 338,060.00	LS	1	\$ 338,060.00	\$ -	\$ 338,060.00
5% Contingency	\$ 439,470.00	LS	1	\$ 439,470.00	\$ -	\$ 439,470.00
<b>TOTAL</b>	<b>\$ 1,063,474.00</b>			<b>\$ 9,228,790.00</b>	<b>\$ -</b>	<b>\$ 9,228,790.00</b>

**1. Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.**

Project does not require annual maintenance. City will perform visual and television inspection of the proposed storm sewer when warranted.

**2. Identify and explain any special engineering activities.**

The proposed 7th Street Drainage Improvements Project will to replace the existing deteriorated CMP with reinforced concrete boxes that will provide significant drainage benefits for the approximate 375 acre drainage area. The proposed storm sewer will outfall into 34th Street Ditch.



Date: 10/20/2020  
Phone Number: 713-400-2755

Signature of Registered Engineer/Architect  
Responsible For Budget Justification:

**ORDINANCE NO. 21-20**

**AN ORDINANCE AMENDING ORDINANCE NO. 20-35 ADOPTING THE 2020-2021 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY MITIGATION FUNDS FOR DRAINAGE IMPROVEMENTS; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, by Ordinance No. 20-35 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2020-2021; and

**WHEREAS**, a budget amendment is needed to accept and appropriate funds for the Community Development Block Grant Disaster Recovery Mitigation funds for drainage improvements.

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

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

**SECTION 2:** That the budget for Fiscal Year 2020-2021 of the City of Texas City, Texas, is hereby amended as follows:

**Community Development Block Grant-Disaster Recovery Mitigation Grant (CDBG-DR Mitigation) (Fund 242):**

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Pump Station Improvements	\$2,039,987.50
Drainage Improvements	\$13,076,625.50
Grant Revenue (CDBG-DR)	(\$14,965,447.00)
Transfer from General Fund	(\$151,166.00)

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

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

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

**PASSED AND ADOPTED this 18th day of August 2021.**

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Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney