

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, NOVEMBER 17, 2021 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

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

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a) Service Awards

Allen Edinburgh	Police	11/21/2011	10 years
Martha Clark	Parks & Recreation	11/20/2006	15 years
Adolph Velasco	Police	11/12/1986	35 years

(b) Promotion of Firefighter Daniel Barkley to Engineer

(5) REPORTS

(a) Financial Quarterly Report

(b) Economic Development Report

(6) PUBLIC HEARING

(a) Binnacle Development requests to rezone from "A" (Single-Family Residential) to "I" (Planned Unit Development) to construct Brookwater Subdivision – a Master Planned Community within the City of Texas City.

(b) Casey Genovese requests to rezone from "A" (Single Family Residential) to "E" (General Business) to construct a retail store.

- (c) Rahim Maknojia requests to rezone from “A” (Single Family Residential) to “E” (General Business) to construct a gas station and convenience store.

(7) ZONING PRELIMINARY

- (a) Consider and take action on the request from Binnacle Development to rezone from “A” (Single-Family Residential) to “I” (Planned Unit Development) to construct Brookwater Subdivision – a Master Planned Community within the City of Texas City.
- (b) Consider and take action on the request from Casey Genovese to rezone from “A” (Single Family Residential) to “E” (General Business) to construct a retail store.
- (c) Consider and take action on the request from Rahim Maknojia to rezone from “A” (Single Family Residential) to “E” (General Business) to construct a gas station and convenience store.

(10) PUBLIC COMMENTS

(11) CONSENT AGENDA

- (a) Approve City Commission Minutes for October 3, 2021 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 21-104, approving the purchase of a new compactor with pre-crusher for the Sanitation Department. (Public Works)
- (c) Consider and take action on Resolution No. 21-105, approving a Development Agreement between the City of Texas City and Texas City 51, LLC. (City Engineer)
- (d) Consider and take action Resolution No. 21-106, approving an annual contract for Bid No. 2022-001 Concrete Pavement Lifting and Void Filling Annual Contract. (Public Works)
- (e) Consider and take action on Resolution No. 21-107, authorizing the City of Texas City to enter into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet. (Mayor)
- (f) Consider and take action on Resolution No. 21-108, approving Bid No. 2021-408 Humble Camp Road Drainage Project to AR Turnkey Construction Company Inc. (Public Works)
- (g) Consider and take action on Resolution No. 21-109, approving a contract for Bid No. 2022-002 Code Compliance Abatement Residential Substandard Structure Demolition. (Purchasing)
- (h) Consider and take action on Resolution No. 21-110, approving a contract for Bid No. 2022-003 Electrical Supplies, Lamps, and Ballast Annual Contract. (Purchasing)

(12) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 21-34, amending Chapter 150 'Building Regulations; Construction" related to additional authority regarding substandard structures. (Fire Department)

(13) COMMISSIONERS' COMMENTS

(14) MAYOR'S COMMENTS

(15) ADJOURNMENT

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

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

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON NOVEMBER 12, 2021, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 11/17/2021

November 2021 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST (Brief Summary)

Service Awards

Allen Edinburgh	Police	11/21/2011	10 years
Martha Clark	Parks & Recreation	11/20/2006	15 years
Adolph Velasco	Police	11/12/1986	35 years

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 11/17/2021

Promotion: Daniel Barkley promoted to Engineer

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Promotion: Firefighter Daniel Barkley promoted to Engineer

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 11/17/2021

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Financial Quarterly Report

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Staff Report

**CITY OF TEXAS CITY
INVESTMENT REPORT
FOR THE QUARTER ENDING SEPTEMBER 30, 2021**

The City's Investment Policy requires the Director of Finance to submit quarterly reports to the City Commission.

A summary of the transactions in the portfolio for the quarter ending September 30, 2021 are as follows:

	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>
INVESTMENTS-BEG. OF PERIOD	\$ 83,458,596	\$ 83,349,052
INVESTMENT PURCHASES/ADDITIONS/TRANSFERS IN	59,387,613	59,387,613
INVESTMENT MATURITIES/DELETIONS/TRANSFERS OUT	(61,387,613)	(61,387,613)
AMORTIZATION(PREMIUM/DISCOUNT)	(369)	-
CHANGE IN FAIR MARKET VALUE	-	40,779
INVESTMENTS-END OF PERIOD	<u>\$ 81,458,227</u>	<u>\$ 81,389,832</u>
Interest received quarter ending 09-30-21	\$ 63,874	\$ 63,874
INVESTMENTS-END OF PERIOD PLUS INTEREST	<u><u>\$ 81,522,101</u></u>	<u><u>\$ 81,453,706</u></u>

**CITY OF TEXAS CITY
INVESTMENT REPORT
FOR THE QUARTER ENDING SEPTEMBER 30, 2021**

Portfolio Composition:

Certificates of Deposit (CDARS)	6.14%
Bank Deposits	20.29%
Treasury Securities and Agency Securities	73.57%

Benchmark Rate of Return:

	@ 09/30/2021	@ 06/30/2021
1 Year Treasury Rate	0.09	0.07
6 Month T-Bill Rate	0.05	0.06
3 Month T-Bill Rate	0.04	0.05
City's Portfolio	0.32	0.32

Weighted Average Maturity of Portfolio:

695.50 days

CITY COMMISSION REGULAR MTG

(5) (b)

Meeting Date: 11/17/2021

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Economic Development Report

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Staff Report



Texas City



ECONOMIC DEVELOPMENT CORPORATION

Economic Development Update

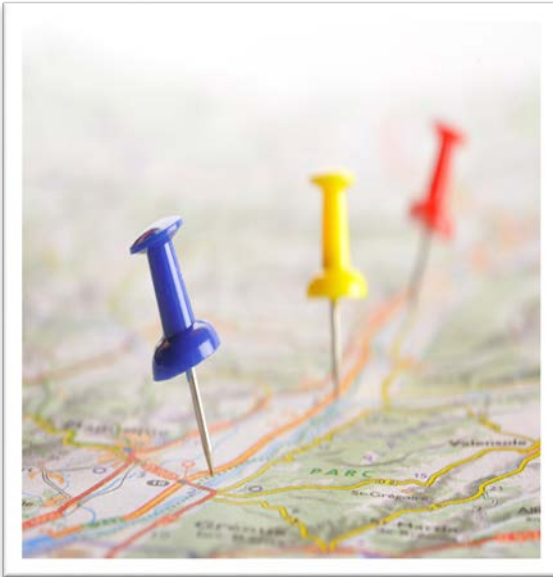


TCEDC Overview



- The TCEDC is a sales tax corporation that was formally approved by the citizens of Texas City in 1993.
- The primary goal of the TCEDC is to retain existing jobs, create new jobs that facilitate employment growth, and provide a stable tax base.

Roles of the TCEDDC



Prospect
Development



Lead Engagement

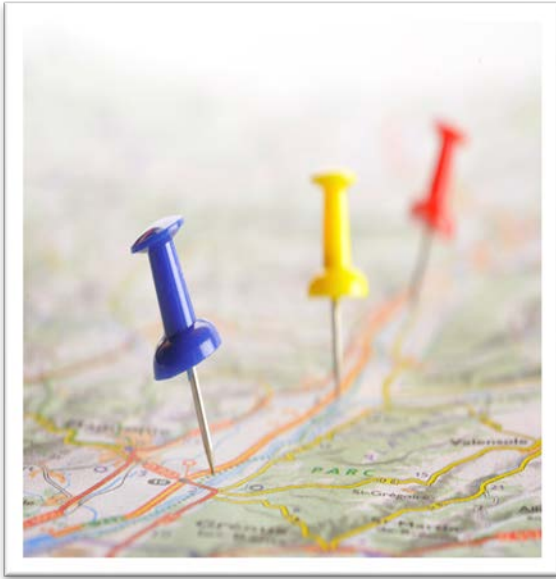


Information
Clearinghouse



Incentives

Prospect Development



- Prospects come in every shape and size. The TCEDC's responsibility is to respond and work with the prospect to develop a space, further their concept, eventually leading to a new business in Texas City.

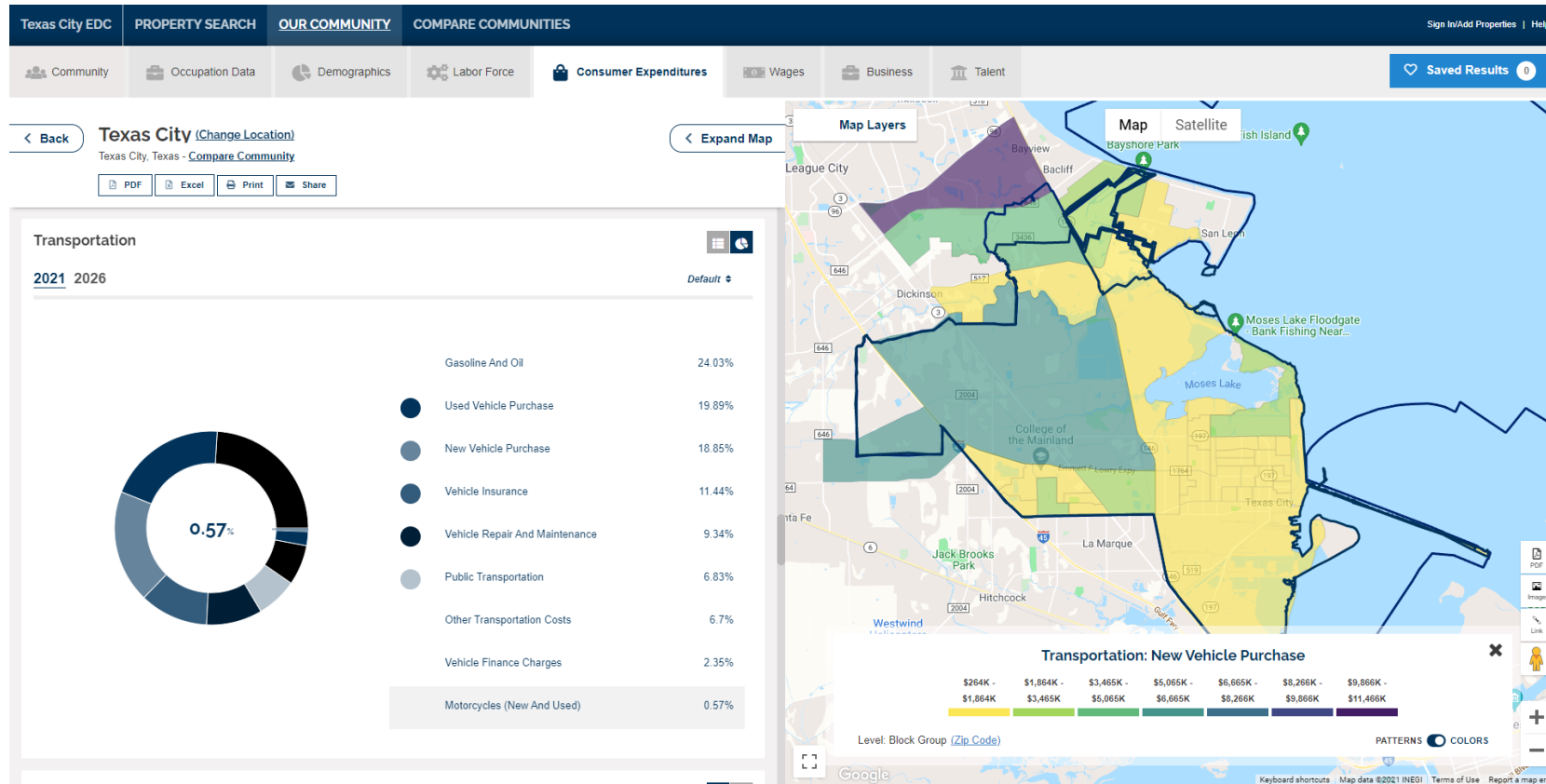
Lead Engagement



Project Lion Den RFP
CITY OF TEXAS CITY SUBMITTAL

- Leads for potential projects typically come from Governor Abbott's Office of Economic Development or the Greater Houston Partnership.

Information Clearinghouse



Incentives

Texas City Economic Development Corporation 6th Street Incentives Form



Date and Time of Application*
mm/dd/yyyy
hh:mm am/pm

Name* **Email Address***

Address*

City* **State*** **Zip Code***

Phone Number* **Fax Number**

Which Incentives Are You Applying For? *
 Paint Assistance
 Awning Assistance
 Signage Assistance
 Other

Provide the Name of the Business * **Provide the Address of the Business ***

Is This a New or Existing Business? * **Describe the Nature of the Business ***

Describe the Nature of the Improvements * **Please Upload Current or Conceptual Layout of the Business ***

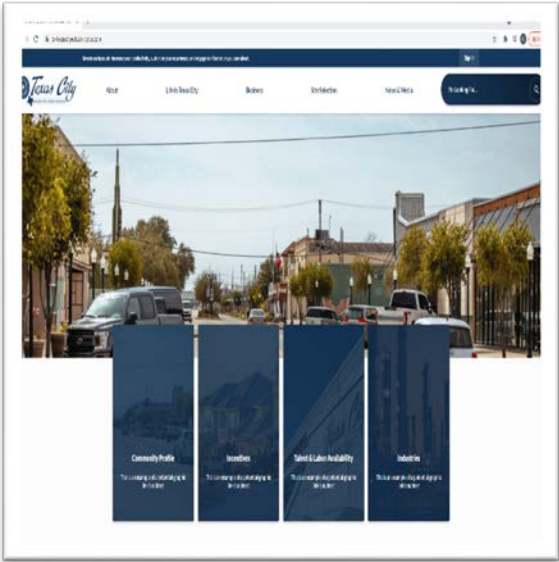
protected by reCAPTCHA

Receive an email copy of this form.
Email address

* indicates a required field

- Incentives offered include:
Chapter 380 Agreements
Chapter 312 Agreements
- 6th Street Incentives include:
Paint
Signage
Awnings
Buildout Assistance

New Initiatives



TCEDC Website



Social Media

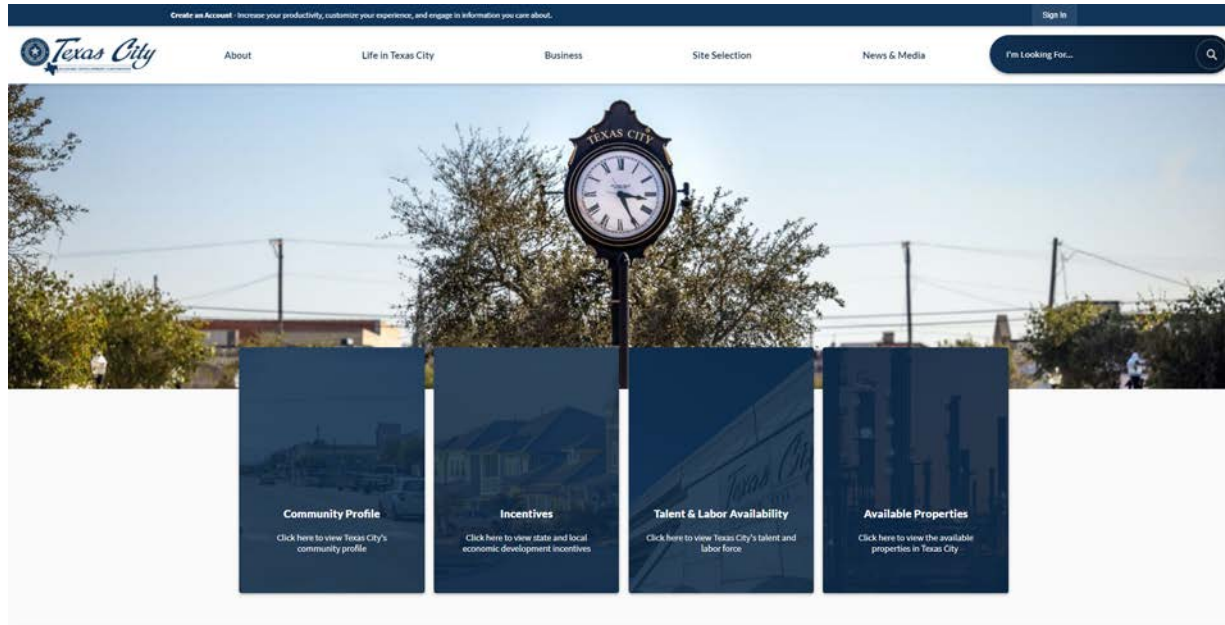


718 6th Street



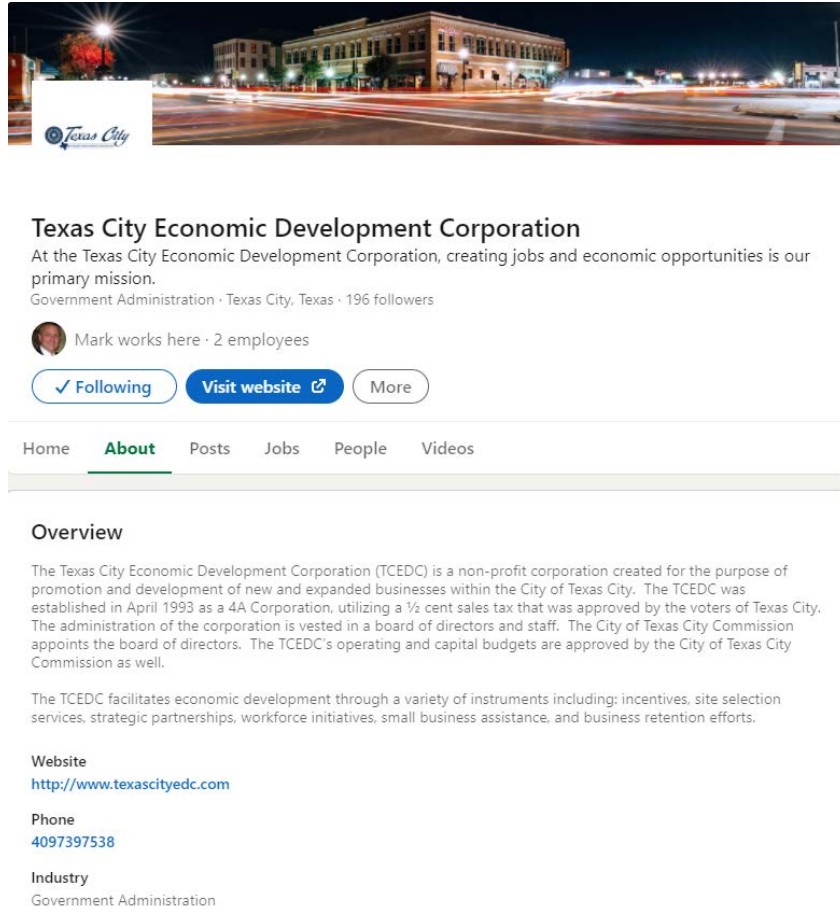
Strategic Plan

TCEDC Website



- This summer the TCEDC went live with a new website www.texascityedc.com

Social Media



The screenshot shows the LinkedIn profile for the Texas City Economic Development Corporation. At the top is a banner image of a city street at night with a 'Texas City' logo. Below the banner is the company name and a mission statement: 'At the Texas City Economic Development Corporation, creating jobs and economic opportunities is our primary mission.' It also shows 'Government Administration · Texas City, Texas · 196 followers' and a profile picture of Mark with the text 'Mark works here · 2 employees'. There are buttons for 'Following', 'Visit website', and 'More'. A navigation bar includes 'Home', 'About', 'Posts', 'Jobs', 'People', and 'Videos'. The 'Overview' section contains a detailed paragraph about the corporation's history and mission, followed by a shorter paragraph about its services. Contact information for the website, phone number, and industry is listed at the bottom.

Texas City Economic Development Corporation
At the Texas City Economic Development Corporation, creating jobs and economic opportunities is our primary mission.
Government Administration · Texas City, Texas · 196 followers

Mark works here · 2 employees

✓ Following Visit website More

Home **About** Posts Jobs People Videos

Overview

The Texas City Economic Development Corporation (TCEDC) is a non-profit corporation created for the purpose of promotion and development of new and expanded businesses within the City of Texas City. The TCEDC was established in April 1993 as a 4A Corporation, utilizing a ½ cent sales tax that was approved by the voters of Texas City. The administration of the corporation is vested in a board of directors and staff. The City of Texas City Commission appoints the board of directors. The TCEDC's operating and capital budgets are approved by the City of Texas City Commission as well.

The TCEDC facilitates economic development through a variety of instruments including: incentives, site selection services, strategic partnerships, workforce initiatives, small business assistance, and business retention efforts.

Website
<http://www.texascityedc.com>

Phone
4097397538

Industry
Government Administration

- Along with the new TCEDC website, a LinkedIn page was created to further market sites, initiatives, and communicate with potential partners.

Social Media



Texas City Economic Development Corporation

[Add Bio](#)

[Posts](#) [About](#) [Mentions](#) [Reviews](#) [Followers](#) [More](#)

[Manage](#) [Edit Page](#) [...](#)

Intro

488 Followers

Page · Public Figure

1801 9th Avenue, Texas City, TX, United States, Texas

+1 409-739-7538

What's on your mind?

[Live Video](#) [Photo/Video](#) [Get Messages](#)

Posts

[Filters](#) [Manage Posts](#)

[List View](#) [Grid View](#)

- A Facebook page was recently created in order to effectively market and communicate via the TCEDC

718 6th Street



- Currently the 718 6th Street parcel serves as a food truck park, but the TCEDC has contracted with a landscape architecture firm to develop a master plan for the site.

Strategic Plan



- Since the TCEDC was created in 1993- it has operated without a Strategic Plan.
- The firm developing the Strategic Plan will guide the TCEDC over the next five years on issues to include: Target Industries, Site Selection, Marketing, and Incentives.



Texas City



ECONOMIC DEVELOPMENT CORPORATION

Questions



CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 11/17/2021

Rezoning request from Binnacle Development

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Binnacle Development requests to rezone from “A” (Single-Family Residential) to “I” (Planned Unit Development) to construct Brookwater Subdivision – a Master Planned Community within the City of Texas City.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Brookwater Memo & Exhibits

Zoning Commission Minutes 10-12-21

Memo

To: Zoning Commission

From: Doug Kneupper, City Engineer



CC:

Date: October 7, 2021

Re: Brookwater Subdivision, Master Plan and PUD Zoning

Background: Jerry LeBlanc with Binnacle Development has had several meetings with City staff to discuss the proposed single-family residential development. The project will be on 50-acres of undeveloped land that is on the east side of FM 2004, between Mainland City Centre and GCDD 2's Ditch 6 channel. The project will include a combination of 50', 60', and 70' wide lots. The variety of lot sizes will be balanced and mixed within each section. 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 a beneficial effect on the types of homes being developed.

There is no single zoning district to accommodate this variety in lots sizes, 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, and open spaces.

Staff Analysis / Recommendation: In reviewing the Masterplan, the total lot yield will be approximately 201 lots. The breakdown into lot size categories is as follows:
50' lots – 42% 60' lots – 41% 70' lots – 17%

The Brookwater project is intended to be annexed into GCMUD 79. This is a relative new Utility District created for the Central Park subdivision.

An important component to a viable residential development is providing parks and meaningful open spaces. The park shown is of adequate size and located somewhat central to the development. The park amenities should be introduced to the subdivision relatively early, and the features and amenities provided in the park identified in an exhibit in the PUD. Staff's recommendation is for the Recreation Site to be fully developed with the platting of the 2nd section or the plat that creates the 80th lot; whichever comes first (this will allow some time for home construction before the full park amenity is available to residents). In addition to the main entry monument, there will be masonry fencing for lots visible from FM 2004, and along the boundary of the overall tract within the 300' Gateway Overlay District. Another aspect of this project is that home construction will have brick, stone and masonry façade in accordance with current city standards.

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 Brookwater will be from a new boulevard / collector road off FM 2004 that aligns with 30th Ave. and will provide adequate access for the initial phases of the subdivision. The project plan shows a roadway connection into a future residential development to the east. Ultimately this roadway connection will provide good access and circulation through this subdivision and the future subdivision to the east.

Water and sewer facilities are available for this project. A 12-inch water line is across FM 2004 with more than adequate supply. A sewer trunk main is adjacent to the south boundary of this project and a sewer collection line will be extended north into Brookwater.

Drainage of the development will be directly into the adjacent channel. GCDD 2 will provide review and oversight regarding the overall drainage outfall capacity into their Ditch 6 system.

The Planning Board reviewed this request at their September 21st meeting and is recommending approval. The Zoning Commission's decision along with the Planning Board recommendation will be forwarded to Mayor and City Commission for their final consideration. These documents 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. There are no objections to what has been presented.

Reviewed by?
SK 8-20-21
no objections

Planned Unit District

For

Brookwater

Development

Prepared For

Binnacle Development

c/o Jerry Leblanc

Planner:
META Planning + Design

Engineer:
IDS Engineering Group

June 2021

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- B. Surrounding Land Use

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- C. Street and Circulation System
- D. Parks and Open Space

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- B. Proposed Zoning

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- A. Water Distribution System
- B. Wastewater Collection
- C. Storm Drainage System
- D. Flood Levels and Potential Flooding

EXHIBITS

- Exhibit A - Area Location Exhibit
- Exhibit B - Project Aerial Exhibit
- Exhibit C - Project Survey
- Exhibit D - Conceptual Land Use Exhibit
- Exhibit E - Existing Zoning Exhibit
- Exhibit F - Proposed Zoning Exhibit

INTRODUCTION

This planned development document was prepared pursuant to the City of Texas City ordinances related to Planned Unit District (PUD). The purpose of the PUD is to encourage flexibility in the use and development of land to promote the most appropriate uses; to provide a high level of amenities; and to provide flexibility in the development of land subject to the development standards coordinated with the necessary public services and facilities.

The Brookwater PUD is a residential project that is bounded on the north by Moses Bayou, on the west by FM 2004, and a City of Texas City drainage easement on the south. Exhibit A, the Area Location Map, illustrates the location of the subject property.

I. SITE INVENTORY ANALYSIS

A. Physical Opportunities and Constraints

Consistent with property in the region, the project is relatively flat with elevations ranging from approximately twenty-two (22) feet on the west to sixteen (16) feet on the east. The site is densely vegetated on the south side of the tract and cleared on the north side of the tract. Existing physical constraints affecting development of the property include the following:

- A drainage ditch that directly outfalls into Moses Bayou, and a twenty (20) foot wide sewer and water easement lies along the south boundary of the property in a west-east direction.
- FM 2004 is adjacent and runs parallel to the western boundary of the project.
- Moses Bayou is adjacent and runs along the north boundary of the property in a west-east direction.

The existing site constraints can be seen on Exhibit B, Project Aerial Map, and Exhibit C, Project Survey included in this document.

B. Surrounding Land Use

Land uses surrounding the project are dominated by undeveloped property with some single-family residential. The area to the east and north of the project remains largely undeveloped. The area to the south is the former Mall of the Mainland, which is large shopping center with parking and connected shopping centers. The area to the west consists of the subdivision Park Place South, a community of large lot single-family residential homes.

The surrounding land uses can be seen on Exhibit A, Area Location Map located in the Exhibits section of this document.

II. PROJECT DESCRIPTION

A. Land Use

The project will be comprised of standard single-family residential. The proposed uses are illustrated on Exhibit D, Conceptual Land Use Plan included within this document.

Exhibit D illustrates a collection of individual parcels formed by the various constraints (existing and proposed) associated with the subject property including easements, drainage facilities and a street system. The primary access point to the project will be from FM 2004, via a short west-east boulevard entrance. Exhibit D is preliminary and subject to change, with prior approval from City Planning Board. All lot counts, acreages, and final street and lot configuration may be modified so long as all applicable regulations listed in

the PUD are adhered to.

The standard single-family residential development in the project will consist of lot sizes that range in width from 50 feet to 70 feet and in square footage from $\pm 6,000$ square feet to over $\pm 8,000$ square feet. The residents in this area will enjoy the benefit of a neighborhood park and a sidewalk system that provides safe, convenient pedestrian access to the park from the various residential parcels. The individual residential cells will be developed with the varying lot sizes as market conditions dictate and may be moved or adjusted as necessary to allow for flexibility in response to changes in economic and market conditions as well as engineering issues. The project number of residential units for the project is approximately 201 lots.

Composition of Land Use

Land Use Category	Acreage	% Of Gross Acreage
CONSTRAINTS		
Texas City Sewer and Water Easement	± 0.4	0.8%
COMMUNITY ELEMENTS		
Park	± 0.9	
Open Space and Landscape Reserves	± 1.0	
SINGLE-FAMILY RESIDENTIAL		
	± 48.3	95.4%
TOTALS		
	± 50.6	100%

Note: Acreage is approximate and subject to change. Final calculations will be determined at the time of the final plat.

B. Phasing

It is anticipated that the residential portion of the project will begin construction approximately 12 months after City Council approval and will be developed in multiple phases over a 2-to-5-year period. The intersection of FM 2004 and the proposed boulevard entrance will serve as the primary access point for the initial phase. Extensive landscaping and project monumentation are planned for this intersection. The boulevard entrance and its related utilities will be constructed in concurrence with the first phase of residential development. The timing of future phases will be dependent upon market driven forces and may vary from the estimates specified in this section.

C. Street and Circulation System

The primary access point to the project will be via a west-east boulevard entrance from FM 2004, an existing major roadway in Texas City that is maintained by the Texas Department of Transportation (TxDOT).

D. Parks and Open Space

Open space accounts for approximately 3.8% (± 1.9 acres) of the gross acreage within the overall project. The parks and open space plan for the project are illustrated on Exhibit D, Conceptual Land Use Plan Exhibit included within this document.

The City of Texas City parks and open space requirement, ordinance 159.031, states that one half acre of park land for every 100 proposed dwelling units be dedicated to the City for the use of parks. Based upon the estimated number of dwelling units, the project will be required to provide ± 1.0 acres of park land. Compliance with the Parks and Open Space Requirements for land dedication will be accomplished by the

contribution of ±0.9 acres of land designated as a park and +/-0.2 acres of landscaped reserves. The Homeowners Association will be responsible for maintaining the park as well as all landscaped areas and open spaces utilized by the residents as amenity spaces.

The roadway medians and landscape reserves within the project, shall be landscaped, irrigated and maintained by the homeowner’s association that will be created for the project. The park and its’ adjacent areas will be maintained by the homeowner’s association that serves the project. The area adjacent to FM 2004 shall be planted with an appropriate TxDOT wildflower and native grass mix for the region. The area adjacent to the residential area shall be maintained at the same schedule used for the roadway medians and landscape reserves in the project.

III. ZONING

A. Existing and Surrounding Zoning Districts

The existing zoning district for the subject property is Single Family Residential (A). The surrounding undeveloped properties to the east and north also share the same zoning classification. The zoning district designations for the project as well as the surrounding area are illustrated on Exhibit E, Existing Zoning District Map included within this document.

B. Proposed Zoning

Each of the proposed land uses have been assigned zoning district categories consistent with the current Texas City Zoning Ordinance regulations as of the date of this document. Exceptions and/or variances to these standards are noted below. The proposed zoning district for the project will be District I, Planned Unit Development with a mix of zoning district categories that are compatible with the proposed land uses. The proposed zoning district categories incorporate District A, Single Family Residential, and District O, Open Space. The zoning district designations for each parcel within the project are illustrated on Exhibit F, Proposed Zoning District Map included within this document.

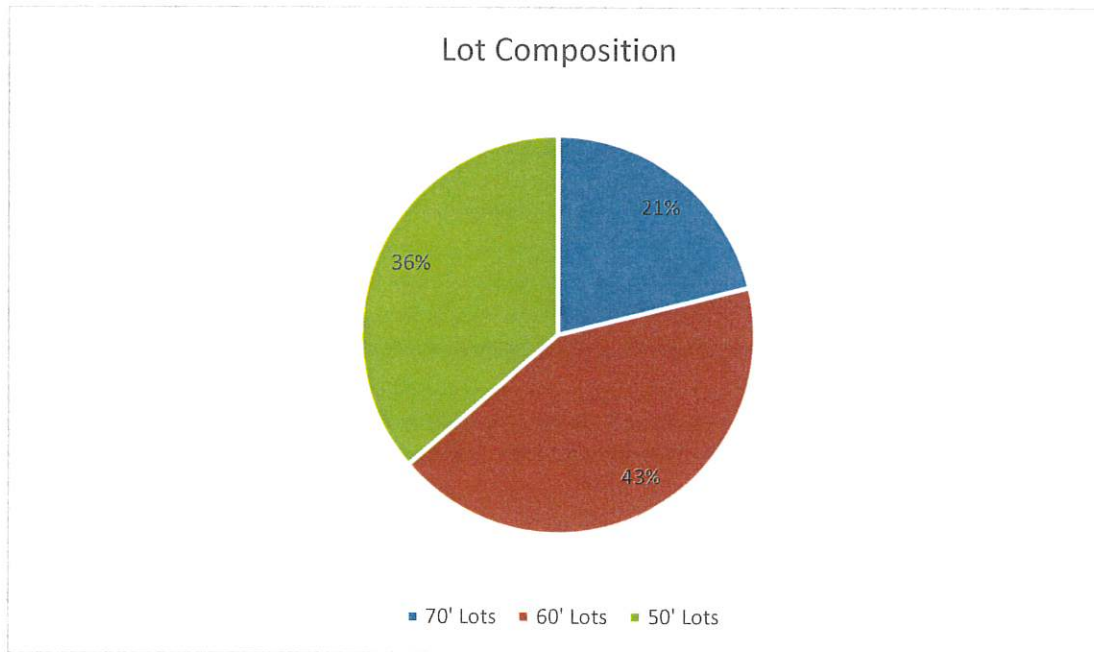
Composition of Zoning District

Zoning District Designation	Acreage	% Of Gross Acreage
Single Family Residential (A)	±50.2 acres	100%
TOTAL	±50.2 acres	100%

Zoning Districts shall be regulated based on the total gross acreage of the project. The zoning district and/or land uses may be altered, but will be subject to approval from the Planning and Zoning Commission or City Council. The percentage land use area change is required to ensure the success of the development by maintaining the flexibility to modify land use sizes in response to changes in economic and market conditions. This ability to vary the percentage of land use will allow the project to remain competitive in the real estate market over the life of the project and the ability to make adjustments as necessary to accommodate specific end users in a timely manner.

Land uses may be relocated within the boundaries of the PUD, provided they are in compliance with the acreage restrictions referred to above and otherwise conform to the Texas City regulations for such changes. The Brookwater PUD will comply with the Zoning Ordinance standards as outlined for each zoning district unless otherwise noted. The land uses permitted will be based upon those zoning district categories that are permitted in the Zoning Ordinance unless otherwise noted. The Brookwater PUD will comply with the Subdivision Ordinance unless otherwise noted.

Within the Single Family Residential (A) zoning district, the minimum lot area allowed shall be 6,000 square feet with a total gross average lot area of no less than 6,000 square feet, Furthermore, the width of the lots shall be measured at the front building setback line only instead of the right of way line for all residential lots, regardless of lot size. A minimum of 15% of the lots will be 70' lots, with the remaining composition split between 50' and 60' lots. This is approximate and actual lot mix will be determined at future date, based on City approval.



Note: Lot composition classification is based on linear front foot.

IV. UTILITIES

A. Water Distribution System

The proposed water distribution system to serve Brookwater will be through connections to existing City water lines within an existing Sewer and Water Easement on the south boundary of the development. The water line within the easement is an 12" line (per the City's GIS map).

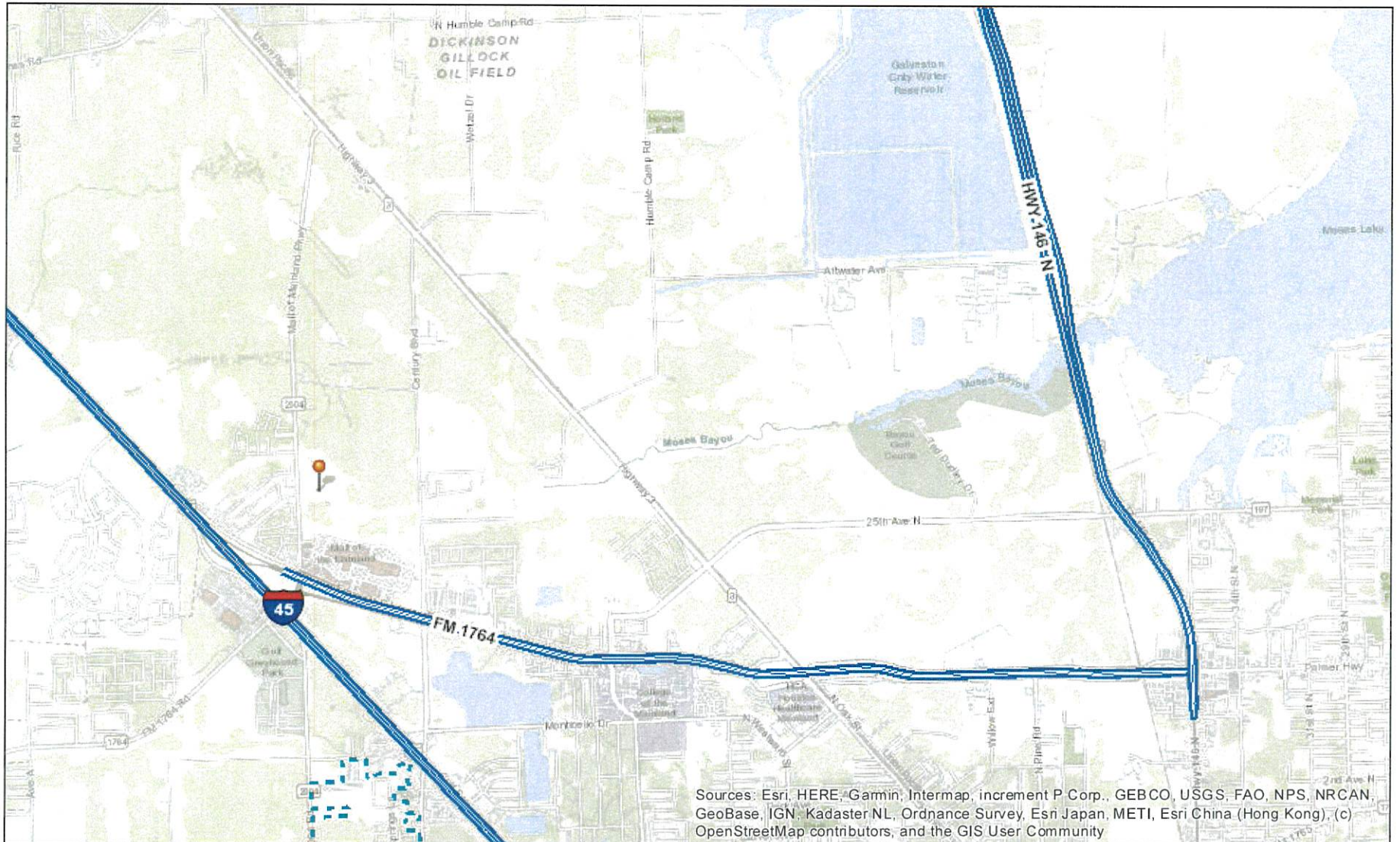
B. Sanitary Sewer Collection System

The proposed sanitary sewer collection system to serve Brookwater will be through connections to existing City sewer lines within an existing Sewer and Water Easement on the south boundary of the development. The sewer line within the easement is an 24" line (per the City's GIS map).

C. Storm Drainage System

The proposed storm sewer drainage system would provide for an internal system composed of inlets and pipes that drain to Moses Bayou to the north and the drainage ditch that connects to Moses Bayou on the south.

A drainage memorandum will be submitted to the City and Galveston County Drainage District #2 for approval of flows going to Moses Bayou on the north and the drainage ditch to the south. The memorandum will show that we meet the requirements set by the Drainage District.



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Vicinity Map

Print Date: 4/12/2021 3:29:06 PM IDS Engineering Group

1 inch = 4,054 feet



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Brookwater Aerial Exhibit

Print Date: 4/12/2021 2:50:46 PM IDS Engineering Group

1 inch = 507 feet

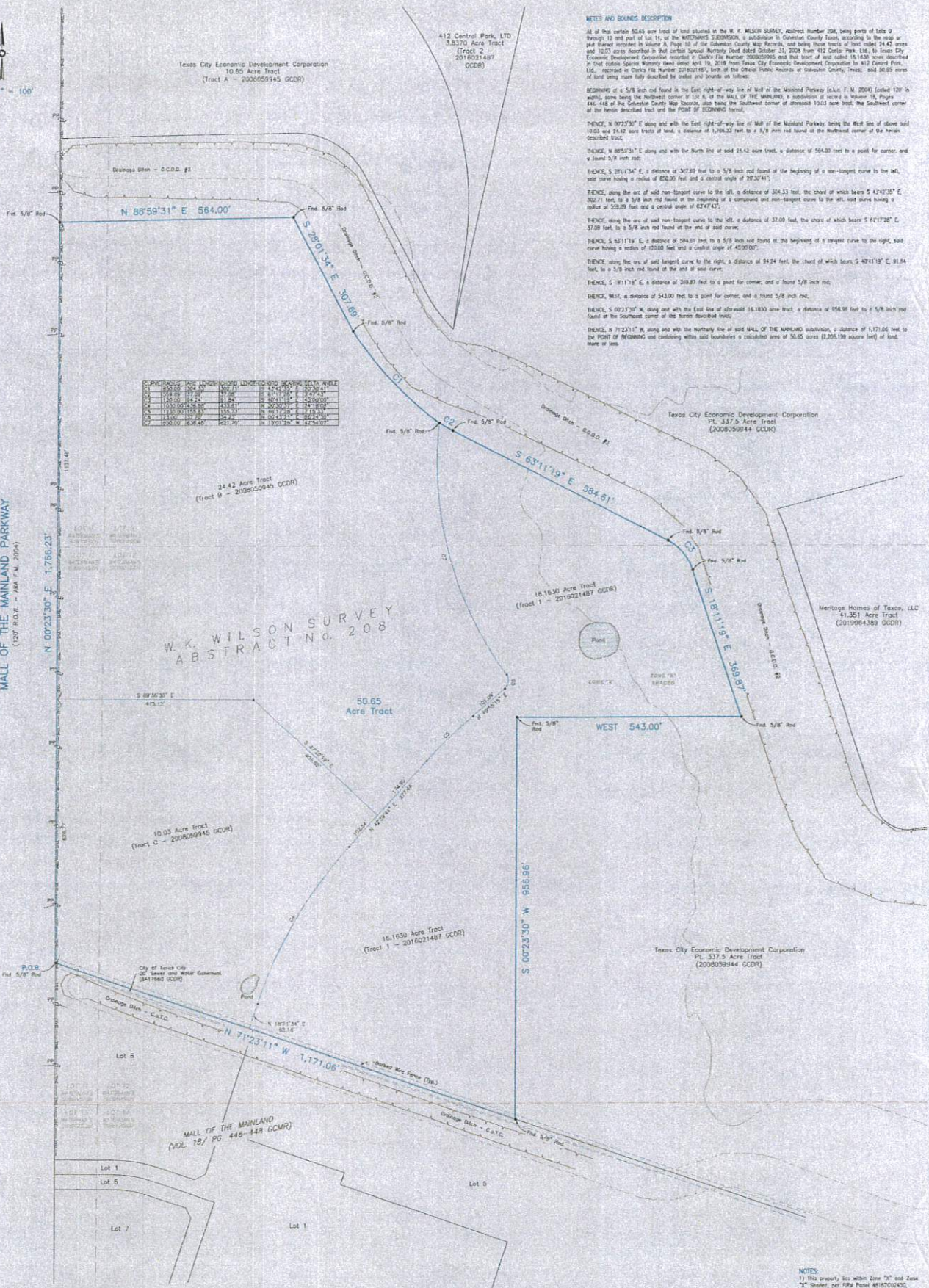


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SCALE 1" = 100'

MALL OF THE MAINLAND PARKWAY
(120' R.O.W. - A.M.A.P.M. 2004)



NOTES AND BOUNDARY DESCRIPTION

All of this certain 50.65 acre tract of land situated in the W. K. WILSON SURVEY, Abstract Number 208, being parts of Lots 9 through 12 and part of Lot 14, of the WATERMAN'S SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 8, Page 10 of the Galveston County Map Records, and being those tracts of land called 54.42 acres and 10.03 acres described in that certain Special Warranty Deed dated October 31, 2008 from 412 Central Park, Ltd. to Texas City Economic Development Corporation recorded in County Map Records 180200905 and that tract of land called 16.1630 acres described in that certain Special Warranty Deed dated April 19, 2010 from Texas City Economic Development Corporation to 412 Central Park, Ltd. recorded in County Map Records 2010011407, both of the Official Public Records of Galveston County, Texas; and 50.65 acres of land being more fully described by notes and bounds on file:

BEARING of a 5/8 inch red iron nail found in the East right-of-way line of Mall of the Mainland Parkway (S.A.M.P.M. 2004) located 120' in width, same being the Northwest corner of Lot 6, of the MALL OF THE MAINLAND, a subdivision of record in Volume 18, Pages 446-448 of the Galveston County Map Records, also being the Southeast corner of aforesaid 10.03 acre tract, the Southeast corner of the herein described tract and the POINT OF BEGINNING hereof.

THENCE, N 07°25'30" E along with the East right-of-way line of Mall of the Mainland Parkway, being the West line of aforesaid 10.03 and 24.42 acre tracts of land, a distance of 1,756.23 feet to a 5/8 inch red iron nail found at the Northeast corner of the herein described tract.

THENCE, N 88°59'31" E along with the North line of said 54.42 acre tract, a distance of 564.00 feet to a point for corner, and a found 5/8 inch red iron nail.

THENCE, S 20°01'34" E, a distance of 307.69 feet to a 5/8 inch red iron nail found at the beginning of a non-tangent curve to the left, said curve having a radius of 850.00 feet and a central angle of 20°32'41".

THENCE, along the arc of said non-tangent curve to the left, a distance of 304.33 feet, the chord of which bears S 42°04'30" E, 302.71 feet, to a 5/8 inch red iron nail found at the beginning of a compound and non-tangent curve to the left, said curve having a radius of 550.00 feet and a central angle of 62°14'47".

THENCE, along the arc of said non-tangent curve to the left, a distance of 33.08 feet, the chord of which bears S 41°17'28" E, 37.08 feet, to a 5/8 inch red iron nail found at the end of said curve.

THENCE, S 63°11'19" E, a distance of 304.61 feet to a 5/8 inch red iron nail found at the beginning of a tangent curve to the right, said curve having a radius of 1500.00 feet and a central angle of 40°07'00".

THENCE, along the arc of said tangent curve to the right, a distance of 84.24 feet, the chord of which bears S 42°41'13" E, 81.84 feet, to a 5/8 inch red iron nail found at the end of said curve.

THENCE, S 18°11'19" E, a distance of 369.87 feet to a point for corner, and a found 5/8 inch red iron nail.

THENCE, WEST, a distance of 543.00 feet to a point for corner, and a found 5/8 inch red iron nail.

THENCE, S 00°23'30" W, along with the East line of aforesaid 16.1630 acre tract, a distance of 956.96 feet to a 5/8 inch red iron nail found at the Southeast corner of the herein described tract.

THENCE, N 71°23'11" W, along with the North line of said MALL OF THE MAINLAND, a subdivision of record in Volume 18, Pages 446-448 of the Galveston County Map Records, also being the Southeast corner of aforesaid 10.03 acre tract, the Southeast corner of the herein described tract and the POINT OF BEGINNING and containing within said boundaries a residential area of 30.65 acres (3,208,198 square feet) of land, more or less.

LINE	BEARING	DISTANCE	AREA
1	N 88°59'31" E	564.00'	1.0000
2	S 20°01'34" E	301.66'	0.1000
3	S 63°11'19" E	304.61'	0.1000
4	S 18°11'19" E	369.87'	0.1000
5	WEST	543.00'	0.1000
6	S 00°23'30" W	956.96'	0.1000
7	N 71°23'11" W	1,171.06'	0.1000
8	S 89°30'30" E	475.15'	0.1000
9	N 00°23'30" E	1,756.23'	0.1000
10	N 88°59'31" E	564.00'	1.0000

W. K. WILSON SURVEY
ABSTRACT No. 208

50.65
Acre Tract

10.03 Acre Tract
(Tract C - 2008059945 GCGR)

16.1630 Acre Tract
(Tract I - 2010021407 GCGR)

MALL OF THE MAINLAND
(VOL. 18/ PG. 446-448 GCMP)

NOTES:

- This property lies within Zone "X" and Zone "Y" shaded, per FRM Panel 48167010405, dated August 15, 2010, as established by the Federal Emergency Management Agency.
- This property is subject to any restrictions of record as established by the City, Field, or Subdivision Covenants and restrictions, may also be subject to easements and setbacks for utility services and power lines as individually recorded or established by SOA (see your power company).
- Setbacks based on Measurement of End, R.O.W. set at P.M. 2004.
- Flotely National Title Insurance Company issued. Strategic Management Agency, LLC of No. 04-7654-107653200087-5A Issue Date: July 26, 2009
- Exceptions from Coverage: Item 10c. Serviced well subject to an unrecorded agreement/assignment granted to White Oil Pipe Line Company recorded in Volume 221, Page 499 of the Official Records of Galveston County, Texas. Item 10d. Serviced tract subject to pipeline Hamble Pipe Line Company, by agreement(s) recorded in Volume 537, Page 211 of the Official Records of Galveston County, Texas.

Survey of a 50.65 acre tract of land situated in the W. K. WILSON SURVEY, Abstract Number 208 in Galveston County, Texas, being parts of Lots 9 through 12 and part of Lot 14, of WATERMAN'S SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 8, Page 10, of the Map Records in the Office of the County Clerk of Galveston County, Texas, and tract being more particularly described by notes and bounds hereon.

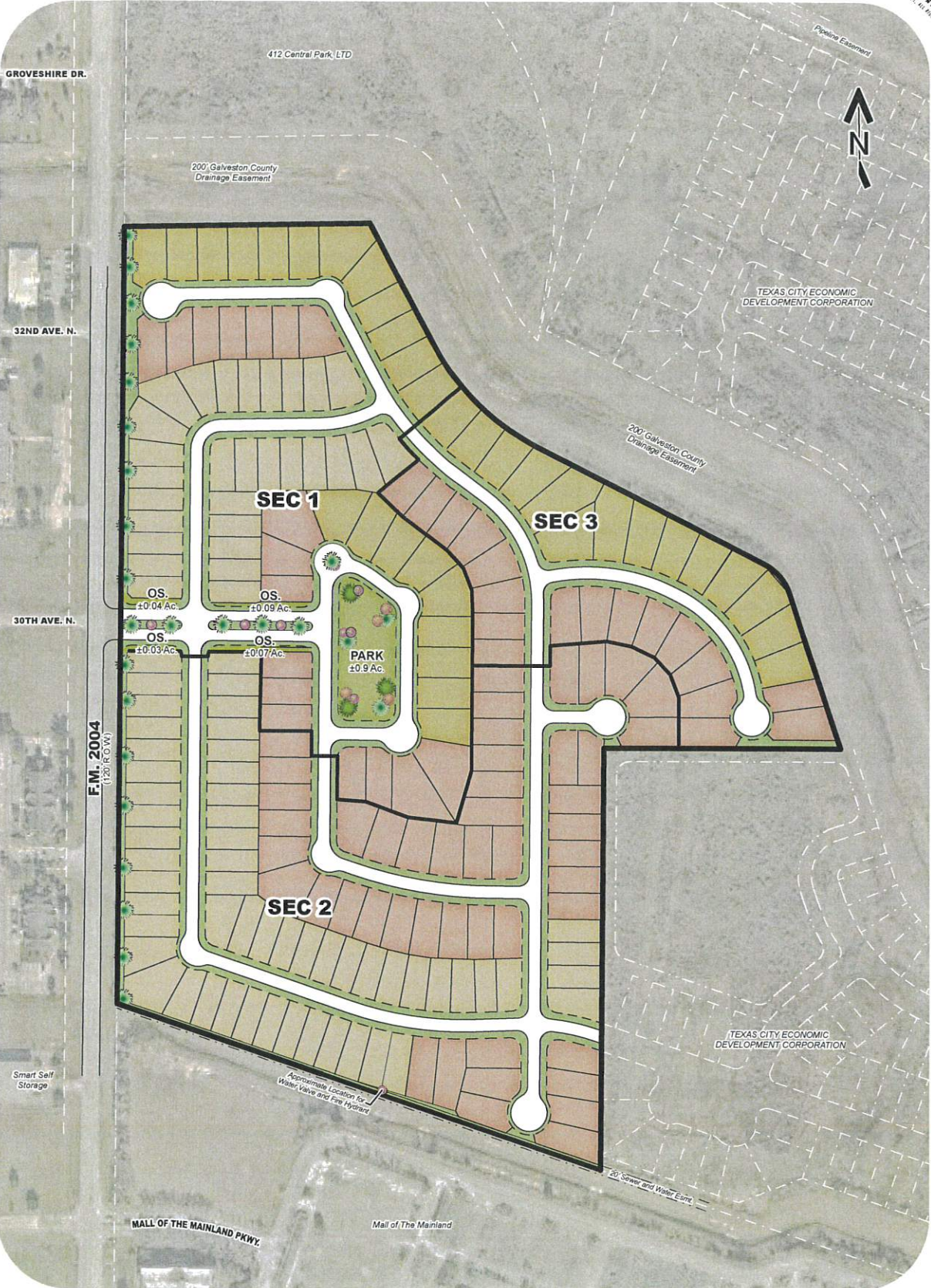
I hereby certify that on the above date, the herein described property, together with improvements located thereon, was surveyed by the general and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Stephen C. Bliskey
Registered Professional
Land Surveyor No. 53856

DATE: JUNE 19, 2020
FILE NO.: 7548-2000-0014-05
BOOK: 180
PAGE: 23

High Tide
Land Surveying, L.L.C.

LEAGUE CITY OFFICE
10215 68th Street, Suite 110
League City, TX 77583
Tel: 281-338-2778 | Fax: 281-338-2779
www.hightidesurveying.com



LOT SUMMARY (APPROXIMATE)

	TYP. 50'x120'	84 LOTS	42 %
	TYP. 60'x120'	82 LOTS	41 %
	TYP. 70'x120'	35 LOTS	17 %

TOTAL 201 LOTS

* LOT COUNTS, PERCENTAGES AND LOT SIZES ARE APPROXIMATE.
 FINAL CALCULATIONS WILL BE DETERMINED ON FINAL PLAT.

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.

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a schematic development plan for
BROOKWATER
 ± 50.6 ACRES OF LAND
 prepared for
BINNACLE DEVELOPMENT

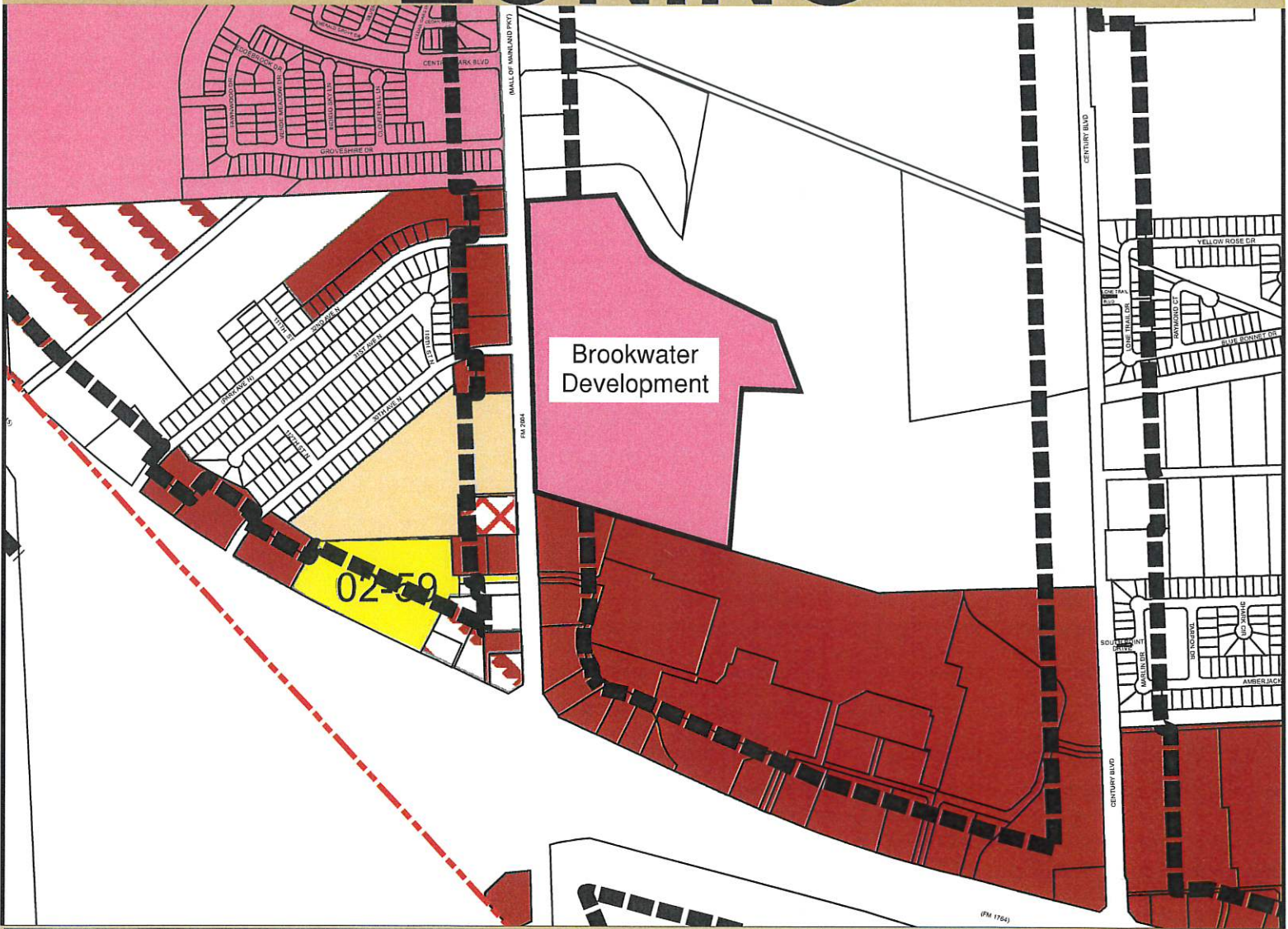


24275 Katy Freeway, Ste. 200
 Katy, Texas 77494
 Tel: 281-810-1422



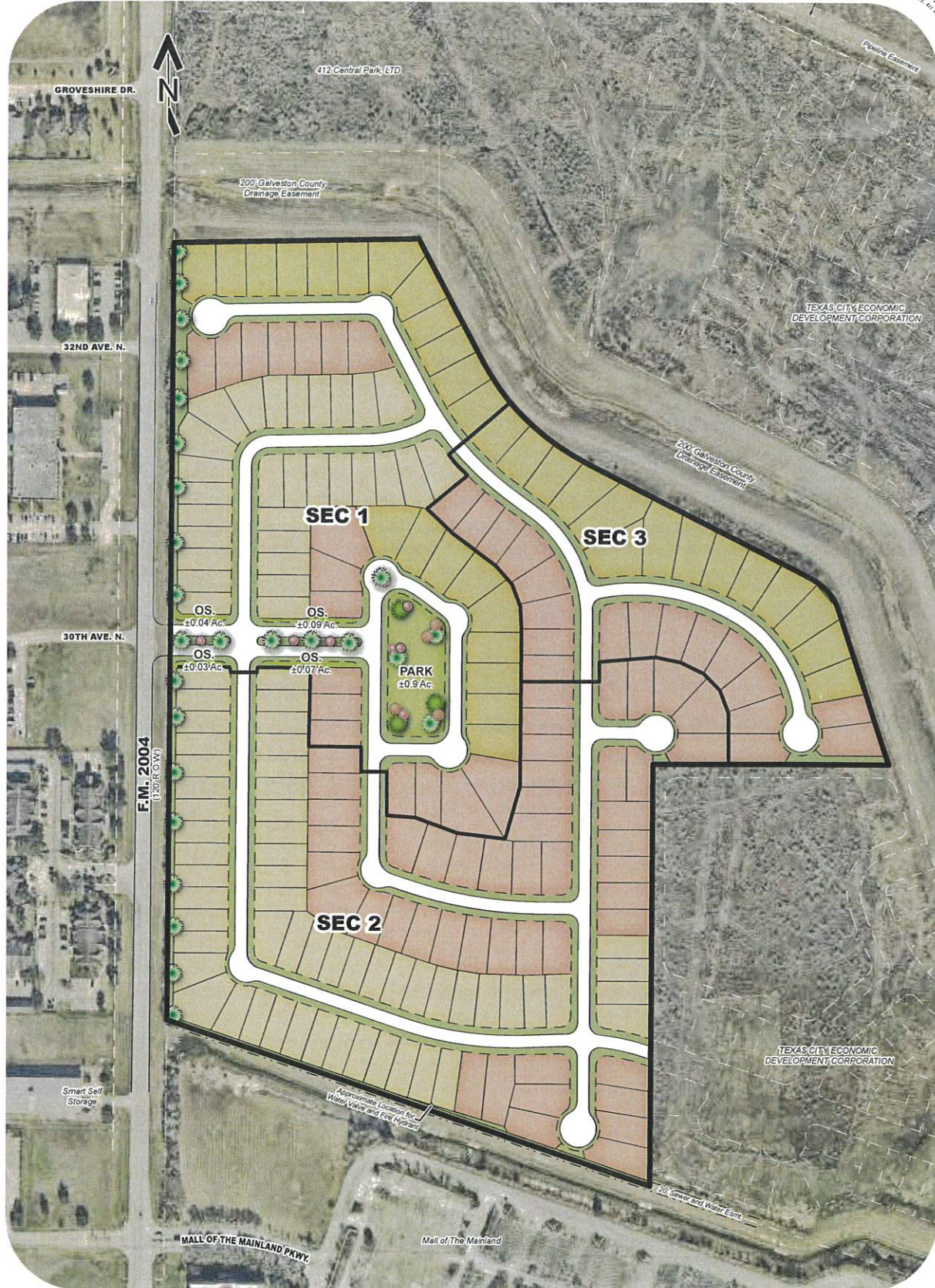
MTA-1-586
 JUNE 09, 2021

CITY OF TEXAS CITY ZONING



Legend

ZONING	B	D-1	E-3	G	O	PUD
ZONE	C	E	E-4	G-2	O-P	S-P
A-1	C-1	E-1	F	H	P-I	I.B.D
A-2	D	E-2	F-1	I	CIMU	L.G.D



LOT SUMMARY

50'x120'	84 LOTS	42%
60'x120'	82 LOTS	41%
70'x120'	35 LOTS	17%
TOTAL 201 LOTS		

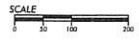
PARKS / OPENSACE

Park	±0.9 Ac
OpenSpace	±.19 Ac
TOTAL ±1.09 Ac	

a master plan for
BROOKWATER
 ±50.6 ACRES OF LAND
 prepared for
BINNACLE DEVELOPMENT



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



MTA-1-586
 MARCH 12, 2021

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30TH AVE. N.

F.M. 2004
(120' R.O.W.)



LEGEND

- 01 Main Entry Monument
- 02 Column with Logo Element & Decorative Iron Fencing
- 03 Sidewalk; Min 5 ft width
- 04 Picnic Feature, Splash Pad & Playground
- 05 Open Space

Notes:

- 1) Walkway layout locations are approximate and may vary due to field conditions and/or design changes
- 2) Walkways are constructed in conjunction with adjacent roadways



a park plan for
BROOKWATER
± 50.6 ACRES OF LAND
prepared for
BINNACLE DEVELOPMENT

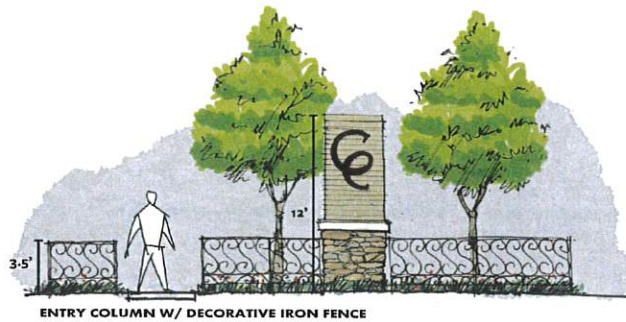


24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422



MTA-1-586
MARCH 12, 2021

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BROOKWATER | ENTRY CONCEPT - ELEVATION

Texas City, TX | Prepared For: Tojias Engineering Management | June 5, 2019



PROPOSED DEVELOPER MASONRY FENCE*

*Developer Masonry Fence to be installed along Central Park West Blvd., along FM 2004 and along additional land within the boundary of the Gateway Overlay District boundary. Color, Pattern, and Size of the fence may vary.

a park plan for
BROOKWATER
 ± 50.6 ACRES OF LAND
 prepared for
BINNACLE DEVELOPMENT



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



MTA-I-586
 MARCH 12, 2021

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Reviewed by:
JK 8-20-21
no objections

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into as of June, 2021, by and between THE CITY OF TEXAS CITY, TEXAS, a municipal corporation and home-rule city of the State of Texas (the "City"), and TEXAS CITY 51, LLC, a Texas limited liability company (the "Developer").

ARTICLE I. RECITALS:

1.01 Developer intends to acquire an approximately 51-acre tract of real property located in Galveston County, Texas, more fully described on Exhibit "A" attached hereto and incorporated herein (the "Property"), and the City will approve its application for a planned unit development (the "PUD") for the Property attached on Exhibit "B".

1.02 Developer intends to utilize the Property to develop approximately 201 single-family residential lots in accordance with PUD, the zoning code and all applicable City codes and ordinances.

1.03 The City has determined that agreeing to the terms set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business in the City.

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

ARTICLE II. AGREEMENT:

NOW, THEREFORE, for good and valuable consideration and the mutual covenants set forth herein, Developer and the City contract and hereby agree as follows:

2.01 Access. The development of the Property requires access from FM 2004. Developer agrees to construct the entrance to the Property.

2.02 PUD Creation and Galveston County Municipal Utility District No. 79 Annexation. Developer will petition the City to create a PUD and annexation into Galveston County Municipal Utility District No 79 (the "MUD"). The City will, within 30 days after such petition, create said PUD, will consent to the annexation of the Property into said PUD, consent to annexation into MUD, and will execute all such documentation and take all such action as may be reasonably requested by Developer, PUD, or MUD in connection therewith. The use and development of the Property before and after annexation shall conform with the PUD and to development standards reasonably necessary to Developer.

2.03 Infrastructure. The City will reserve sufficient utility capacity to serve all the single-family residences constructed within the PUD. Upon completion of construction of the utilities

and streets (the “Infrastructure”) per City standards, the City will accept, own, and maintain the Infrastructure.

**ARTICLE III.
OBLIGATIONS OF THE DEVELOPER**

3.01 Maintenance of certain improvements. The Developer agrees to form one or more property owners’ association(s), which shall have as one of their stated purposes to permanently maintain through assessments all lakes, ponds, and other detention facilities, parks and recreation facilities, landscaping, and monumentation developed as part of the Project (the “Non-City Improvements”). The Developer acknowledges and agrees that the Non-City Improvements will be maintained by the by the property owners' association(s) serving the Property, as appropriate, and the City shall never have the responsibility to own, operate or maintain the Non-City Improvements.

3.02 Dry Utilities. The Developer agrees that all dry utilities, such as electric, gas, telephone, and cable, shall be placed underground throughout the Property; provided, however, that “three-phase” power lines may be elevated and may be placed in easements along the perimeter of the Property to serve the Property. Unless otherwise approved by the City and the Developer and unless no reasonable alternative is available to the power provider for the location of said poles, no elevated three-phase power or larger poles may be placed along any major roads or highways. The Developer agrees that the public street light poles throughout the Project shall be galvanized metal or concrete; provided, however, the Developer may use light poles made out of material that is of a higher quality than concrete, as reasonably determined by the City. Decorative and specialty light poles are acceptable on private property and along private streets; provided, however, that the City shall never be responsible for maintenance of such light poles.

3.03 Development Covenants. The Developer agrees to adopt deed restrictions and other restrictive covenants, and promulgate the Developer's guidelines regarding development standards, consistent with the PUD, the Zoning Code and any relevant City ordinances and regulations. The Developer will provide copies of its residential deed restrictions and residential development covenants to the City for review and comment by the Mayor or his designee no later than prior to the approval of the first residential development covenants for review and comment no later than prior to the approval of PUD. The Developer agrees to require Sub- developers to abide by the Developer's development standards and provide for enforcement mechanisms for restrictive covenants.

3.04 Notice. Developer agrees to provide notice to the Mayor or his designee of any material proposed changes, amendments or revisions to the PUD, the property, or the Project prior to taking any action on such changes.

3.05 Building Regulations. A residential structure shall consist of a minimum of 60% brick, stone, or masonry. For residential structures adjacent to FM 2004 and within 300 feet of FM 2004, 100% of the total exterior walls which may be seen from any public thoroughfare shall be constructed of brick, stone or masonry.

**ARTICLE IV.
TERM AND DEFAULT**

4.01 Term. This agreement shall be in effect as of the date set forth on the first page, hereof, and shall terminate 50 years thereafter, unless terminated earlier as specifically provided herein.

4.02 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, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged of the failure and shall demand performance. No breach of the Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of such notice. 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 money 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 pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of 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 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.

**ARTICLE V.
MISCELLANEOUS PROVISIONS**

5.01 Approvals and consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

5.02 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 Engineer - City of Texas City
7800 Emmett F. Lowry Expy
Texas City, Texas 77591
Attn: Doug Kneupper
Email: dkneupper@texascitytx.gov

With a copy to:

City Attorney - City of Texas City
928 5th Ave. N.
Texas City, Texas 77590
Attn: Kyle Dickson
Email: _____

If to the Developer, to:

Texas City 51, LLC
11529 Wincrest
Dickinson, TX 77539 Attn: Jerry LeBlanc, Jr.
Email: jleblanc@binnacledevelopment.com

With a copy to:

Hoover Slovacek LLP
5151 Westheimer, Suite 1200
Houston, Texas 77056
Attn: Greg A. Savage
Email: savage@hooverslovacek.com

The parties shall have the right from time to time to change their respective addressees by giving at least 10 days' written notice of such change to the other party.

5.03 Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Developer shall give notice immediately to the City of the name, address, phone number and contact person of the person or entity acquiring an interest in the

Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Developer's successors and assigns.

5.04 Nonwaiver of Rights. By entering this Agreement, neither Developer nor the City waive any rights granted under any laws, nor do they make any admissions regarding the subject matter of this Agreement. Each party specifically reserves any and all rights to pursue any action or remedy to protect its interests and rights

5.05 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.

5.06 Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Galveston County, Texas.

5.07 Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

5.08 Modification; Exhibit. 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.

5.09 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.

5.10 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.

5.11 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.

5.12 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.

5.13 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Telefaxed or scanned-emailed copies of this signed Agreement shall be binding and effective as an original.

5.14 Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding

agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.15 Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

- Signature Page to Follow -

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first given above.

CITY OF TEXAS CITY, TEXAS

By: _____
Name: _____
Title: _____

TEXAS CITY 51, LLC

By: _____
Name: _____
Title: _____

EXHIBIT "A" TO DEVELOPMENT AGREEMENT

Legal Description

All of that certain 50.65 acre tract of land situated in the **W. K. WILSON SURVEY**, Abstract Number **208**, being parts of Lots 9 through 12 and part of Lot 14, of the **WATERMAN'S SUBDIVISION**, a subdivision in Galveston County Texas, according to the map or plat thereof recorded in Volume 8, Page 10 of the Galveston County Map Records, and being those tracts of land called 24.42 acres and 10.03 acres described in that certain Special Warranty Deed dated October 31, 2008 from 412 Center Park, Ltd., to Texas City Economic Development Corporation recorded in Clerk's File Number 2008059995 and that tract of land called 16.1630 acres described in that certain Special Warranty Deed dated April 19, 2016 from Texas City Economic Development Corporation to 412 Central Park, Ltd., recorded in Clerk's File Number 2016021487, both of the Official Public Records of Galveston County, Texas; said 50.65 acres of land being more fully described by metes and bounds as follows:

BEGINNING at a 5/8 inch rod found in the East right-of-way line of Mall of the Mainland Parkway (a.k.a. F. M. 2004) (called 120' in width), same being the Northwest corner of Lot 6, of the **MALL OF THE MAINLAND**, a subdivision of record in Volume 18, Pages 446-448 of the Galveston County Map Records, also being the Southwest corner of aforesaid 10.03 acre tract, the Southwest corner of the herein described tract and the **POINT OF BEGINNING** hereof;

THENCE, N 00°23'30" E along and with the East right-of-way line of Mall of the Mainland Parkway, being the West line of above said 10.03 and 24.42 acre tracts of land, a distance of 1,766.23 feet to a 5/8 inch rod found at the Northwest corner of the herein described tract;

THENCE, N 88°59'31" E along and with the North line of said 24.42 acre tract, a distance of 564.00 feet to a point for corner, and a found 5/8 inch rod;

THENCE, S 28°01'34" E, a distance of 307.69 feet to a 5/8 inch rod found at the beginning of a non-tangent curve to the left, said curve having a radius of 850.00 feet and a central angle of 20°30'41";

THENCE, along the arc of said non-tangent curve to the left, a distance of 304.33 feet, the chord of which bears S 43°42'35" E, 302.71 feet, to a 5/8 inch rod found at the beginning of a compound and non-tangent curve to the left, said curve having a radius of 559.89 feet and a central angle of 03°47'43";

THENCE, along the arc of said non-tangent curve to the left, a distance of 37.09 feet, the chord of which bears S 61°17'28" E, 37.08 feet, to a 5/8 inch rod found at the end of said curve;

THENCE, S 63°11'19" E, a distance of 584.61 feet to a 5/8 inch rod found at the beginning of a tangent curve to the right, said curve having a radius of 120.00 feet and a central angle of 45°00'00";

THENCE, along the arc of said tangent curve to the right, a distance of 94.24 feet, the chord of which bears S 40°41'19" E, 91.84 feet, to a 5/8 inch rod found at the end of said curve;

THENCE, S 18°11'19" E, a distance of 369.87 feet to a point for corner, and a found 5/8 inch rod;

THENCE, WEST, a distance of 543.00 feet to a point for corner, and a found 5/8 inch rod;

THENCE, S 00°23'30" W, along and with the East line of aforesaid 16.1630 acre tract, a distance of 956.96 feet to a 5/8 inch rod found at the Southeast corner of the herein described tract;

THENCE, N 71°23'11" W, along and with the Northerly line of said **MALL OF THE MAINLAND** subdivision, a distance of 1,171.06 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 50.65 acres (2,206,199 square feet) of land, more or less.

**ZONING COMMISSION MINUTES
OCTOBER 12, 2021**

The Zoning Commission of the City of Texas City met in a regularly scheduled meeting and Public Hearing on Tuesday, October 12, 2021 at 5:15 p.m. Commission members present were: Chairman Perry O'Brien, Gary Potter, Thelma Bowie and Aric Owens. Staff members present were: Doug Kneupper, Kimberly Golden and Veronica Carreon. Citizens present were: Fred H. Viranic; Brian Yarbrough, Broad Reach Power; Jerry Le Blanc, Binnacle Development; and Doreen Hughes, Realtor.

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 draft minutes for the September 21, 2021 regular meeting were reviewed by the commissioners. Commissioner Aric Owens noted he had voted in opposition to the PUD Amendment for the Crystal Lagoon District. The draft minutes stated all commissioners had voted aye. The commissioners present agreed to the change and then approved the minutes as changed on a **motion by Gary Potter/Thelma Bowie. All members present voted aye.**

Mr. Kneupper began the meeting by introducing Kimberly Golden, the new City Engineer/Director of Transportation & Planning.

ITEM NO. 1 Review and approval of a request from Binnacle Development to rezone from "A" (Single-Family Residential) to "I" (Planned Unit Development) to construct Brookwater Subdivision – a Master Planned Community with the City of Texas City. Being approximately 50 acres of land. Located to the east of FM 2004 and north of Mainland City Centre. (Action)

Mr. Kneupper provided the background information for this rezoning request. The developer, Jerry LeBlanc, Binnacle Development, is requesting to rezone approximately 50 acres of undeveloped land located east of FM 2004, between Mainland City Centre and GCDD #2' Ditch 6 channel. The project will include a combination of 50', 60', and 70' lots. The total lot count will be approximately 201 lots. There is no single zoning district to accommodate this variety in lots sizes, 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, and open spaces. In the Brookwater Development Agreement, it's contemplated that the city will consent to the annexation of this land into GCMUD 79. This is a relatively new Utility District initially created for Mr. LeBlanc's Central Park Project, with opportunities to annex different properties into the district as the board members see fit. This project has a centrally located park of adequate size with amenities that staff recommends should be introduced relatively early. Staff's recommendation is for the Recreation Site to be fully developed with the platting of the 2nd section or the plat that creates the 80th lot; whichever comes first. There will be an entry way monument, along with masonry fencing for lots visible from FM 200. Staff is recommending that the masonry be installed along the boundary of the overall tract within the 300' Gateway Overlay District. Another aspect of this project is that home construction will have brick, stone and masonry façade in accordance

with current city standards. The developer's application alludes to the creation of a Homeowner's Association. Roadway access into the subdivision will be from a boulevard/collector road off of FM 2004 that aligns with 30th Avenue North. One important component is that in a future section there is an opportunity to align and connect to a future road that is part of a planned subdivision to the east of the project. Ultimately this roadway connection will provide good access and circulation through this subdivision and the future subdivision. Water and sewer are readily available. Drainage of the development will be directly into the adjacent GCDD #2 channel. The Planning Board reviewed this request at their September 21 meeting and is recommending approval. City staff has reviewed the project and has no objection to approval. After Mr. Kneupper's presentation, **a motion was made by Thelma Bowie/Gary Potter to open the Public Hearing. All members present voted aye.** There were no questions for the developer and **a motion was then made by Gary Potter/Thelma Bowie to close the Public Hearing. All members present voted aye.** There were no additional comments or discussion and **a motion was made by Gary Potter/Thelma Bowie to approve the rezoning request. All members present voted aye.**

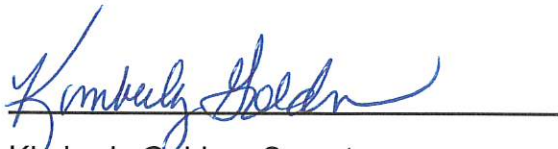
ITEM NO. 2 Broadreach Power requests to rezone from "A" (Single-Family Residential) to "F" (Light Industrial) to allow for a Battery Energy Storage System. Being a portion of all that certain remainder of Lot 2A in the Highway 146 Business Park. Located in the 500 block of 34th Street, Texas City, TX. (Action)

Mr. Kneupper provided the background information for this rezoning request. The applicant, Broad Reach Power intends to install Battery Energy Storage Systems (BESS) to improve local electrical grid reliability. There will be approximately 30 individual units, with each unit being similar in appearance to a 20 foot long shipping container with the battery storage modules. To be able to utilize the property in this manner, a zone change is needed from the current Single-Family Residential to Light Industrial. The requested zoning is in accordance with the City's adopted Land Use Plan. City water and sewer are readily available, but the only need is for water for fire protection. For drainage, the applicant will coordinate with Public Works to properly outfall into the adjacent channel. Primary access for this property will be from 34th Street – more than likely they will use the existing driveway constructed with the recent BRP facility. Once installed, the BESS will need little attention and maintenance. Mr. Kneupper informed board members that although the property is located in the 0.2% annual flood chance area, there is no need for elevation. City staff has no objections to the rezoning request. Mr. Kneupper also mentioned that during site plan and development there were concerns about the applicant just walking away from the project to which a Decommissioning Bond was created and put in place. After Mr. Kneupper's presentation, **a motion was made by Thelma Bowie/Aric Owens to open the Public Hearing. All members present voted aye.** Mr. Aric Owens asked what would prevent one of the containers from leaking. Mr. Brian Yarbrough stated that they use the guidance of electrical standards and National Fire Protection Association (NFPA) for primary and secondary containers. Lithium ion batteries are being used for this project and any type of emission would be a vapor, which is sealed in the container. He added that if there were to be a Thermal Runaway Event, then that would have to be contained by a trained specialized fire unit. They are not expecting to have any emissions leak out the primary or secondary containers. Chairman O'Brien then asked about fire suppression to

which Mr. Yarbrough stated that the sites are remotely monitored 24/7 and they also have smoke and carbon monoxide detection inside each one of the units, as well as an aerosol or dry powder fire suppression built into every battery. These have been NFPA approved and tested to UL standards. There were no other questions for the applicant and **a motion was then made by Gary Potter/Thelma Bowie to close the Public Hearing. All members present voted aye.** There were no additional comments or discussion and **a motion was made by Aric Owens/Thelma Bowie to approve the rezoning request. All members present voted aye.**

ITEM NO. 3 Other business.

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

A handwritten signature in blue ink, reading "Kimberly Golden", is written over a horizontal line.

Kimberly Golden, Secretary

CITY COMMISSION REGULAR MTG

(6) (b)

Meeting Date: 11/17/2021

Rezoning request from Casey Genovese

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Casey Genovese requests to rezone from "A" (Single Family Residential) to "E" (General Business) to construct a retail store.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED


Fiscal Impact

Attachments

C Genovese Memo & Exhibits

Zoning Commission Minutes 10-19-21

Memo

To: Zoning Commission
From: Kim Golden, Engineering & Planning 
CC: Doug Kneupper, P.E.
Date: October 14, 2021
Re: Casey Genovese request to rezone from "A" (Single Family Residential) to "E" (General Business) to construct a retail store

Background: The Applicant, Casey Genovese, P.E., on behalf of the property owners, Gerald and LaTasha Gary, is requesting the rezoning from "A" (Single Family Residential) to "E" (General Business) to construct a 10,640 sf building for commercial retail, 53 parking stalls, site landscaping, drainage, and utility improvements. The project will be located on 2.485 acres located +/- 750 ft southeast of the intersection of Memorial Drive and SH3 on the west side of SH 3, being Parcel No. 185990.

Analysis / Recommendation: The subject property is located in an area identified as "established neighborhood" in the City of Texas City Land Use Plan available on the City's website.

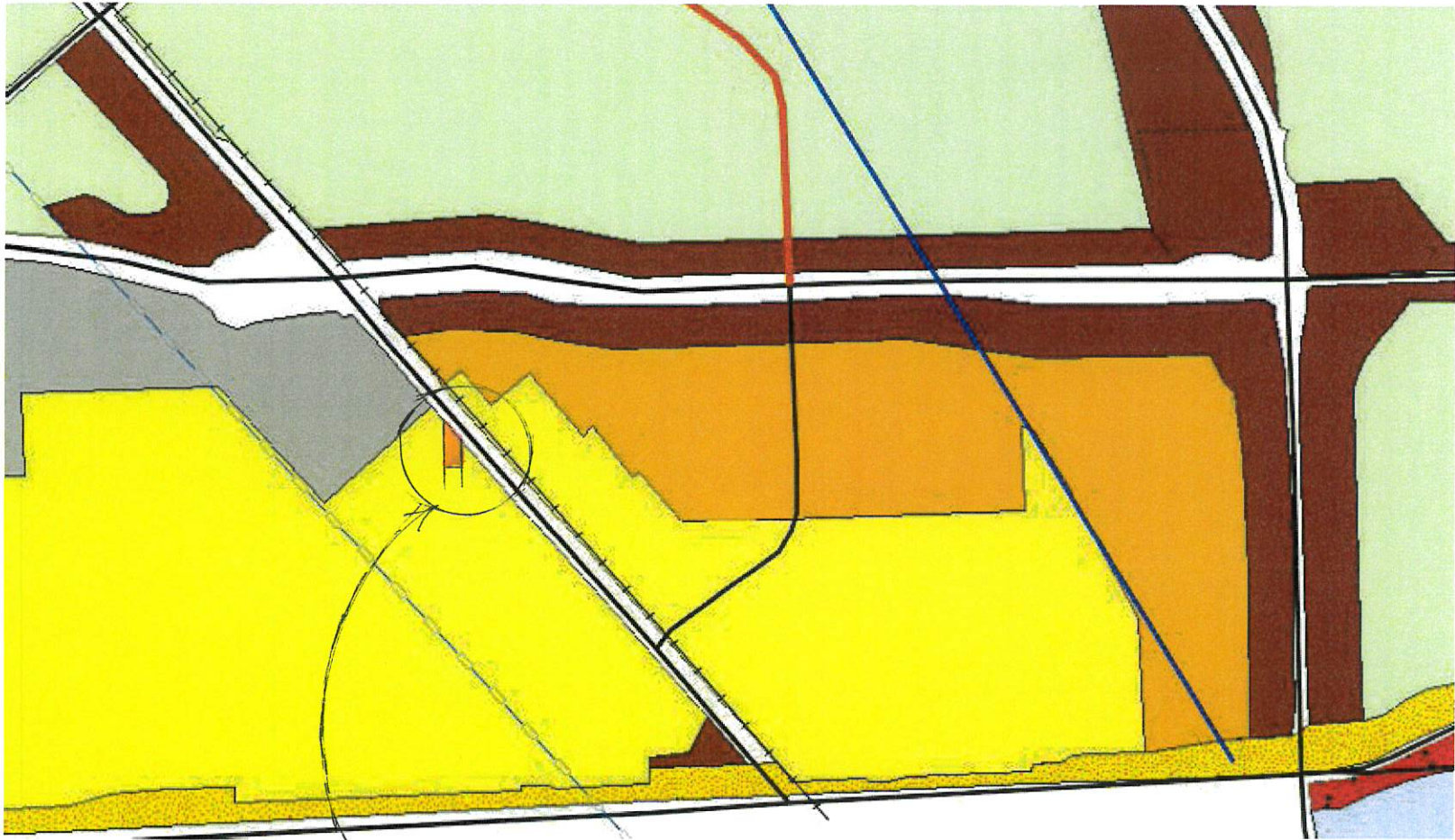
"Established Neighborhoods are the built-up areas of the City which are generally characterized by satisfactory structural housing conditions and neighborhoods mostly free from blighting influences such as mixed land use patterns, abandoned buildings, and street layouts inappropriate for residential development. These predominantly residential neighborhoods many include some undeveloped tracts which should also become residential. **Any proposed nonresidential development should be limited, carefully reviewed, and only adjacent to designated major thoroughfares and/or activity corridors.** Zoning and capital improvement policies should protect and enhance established neighborhoods". (Emphasis added).

The location is also within a Gateway Corridor Overlay District.

Staff have not indicated any objection, however access to sewer may be difficult. According to maps nearest access will be at the dead end of Opal and will be shallow.

Approving the requested rezoning would not be inconsistent with the Land Use Plan because the location is adjacent to a designated throughfare. And the proposed nonresidential development would be carefully reviewed and required to comply with all applicable ordinances.

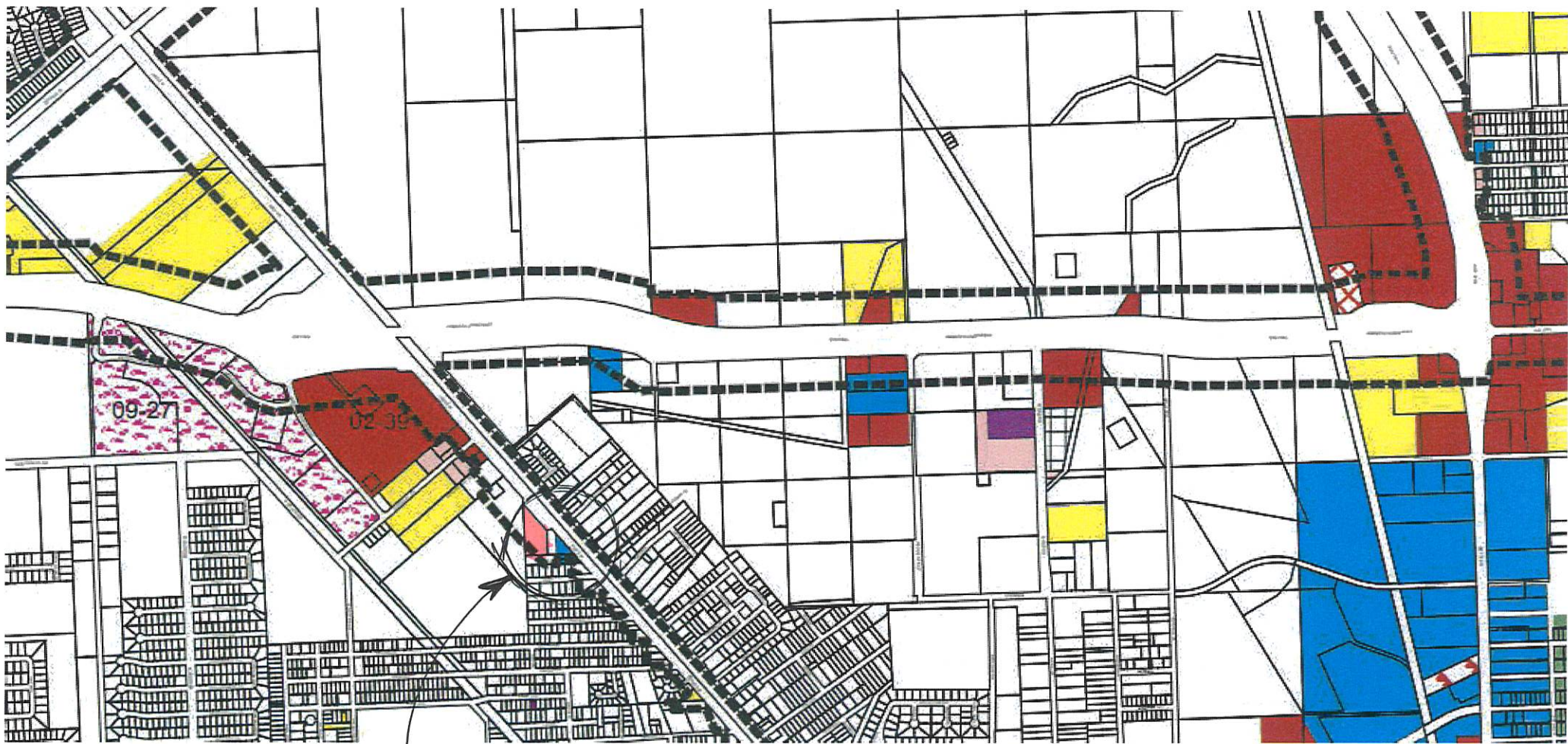
Approving the requested rezoning would not be inconsistent with the Zoning Map which shows nearby property to the east of the subject location is zoned as "E" (General Business).



Subject Property

2.485 ac located +/- 750 ft Southeast of the intersection of Memorial Drive & SH 3

LAND USE



SUBJECT PROPERTY

2.485ac located $\frac{1}{4}$ 750ft Southern of the Intersecton of Memorial Drive & SH3

ZONING MAP

ZONING COMMISSION MINUTES OCTOBER 19, 2021

The Zoning Commission of the City of Texas City met in a regularly scheduled meeting and Public Hearing on Tuesday, October 19, 2021 at 5:15 p.m. Commission members present were: Chairman Perry O'Brien, Gary Potter, Thelma Bowie and Aric Owens. Staff members present were: Kimberly Golden, Herman Meyers and Veronica Carreon. Citizens present were: Casey Genovese, Linfield, Hunter & Junius, Inc.; Clementine Carter; Francisco and Karina Ortega; Anthony Chapa; Rahim Maknoja; Carlos Garza; Shelia Dixon; Brenda Davis; Mayor Dedrick Johnson; and Dennis Harris, TCFD Fire Marshal.

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 October 12, 2021 were approved on a **motion by Gary Potter/Thelma Bowie. All members present voted aye.**

ITEM NO. 1 Review and approval of a request from Casey Genovese to rezone from "A" (Single Family Residential) to "E" ((General Business) to construct a retail store. Located at the west side of SH3, approximately 750' southeast of Memorial Drive, Texas City. (Action)

Ms. Golden provided the background information for this rezoning request. The applicant is requesting to rezone the property from "A" (Single Family Residential) to "E" (General Business). She stated that Mr. Doug Kneupper informed her that the anticipated project is a Dollar General and that past retail developments that have tried to change the zoning on this area have been unsuccessful. This development seems to be compliant with both the Land Use Plan and the zoning of the area and also compliant with being in the midst of residential development. It is on a thoroughfare so it does not interfere with the residential nature of the surrounding properties. Staff has reviewed and have no objections except that it may be tricky to get sewer to the location, but that is something that will be addressed as the developer moves forward. Mr. Casey Genovese explained that he discussed the sewer issue with Corbin Ballast, Utilities Director, and agreed that they would go through the county and a septic system would be installed. After presentation, **a motion was made by Thelma Bowie/Gary Potter to open the Public Hearing. All members present voted aye.** Ms. Clementine Carter, Resident, then expressed that she is against the project because she doesn't like the idea of being in a "commercial" area because of a business. She stated she is concerned about the increase in taxes and in traffic, and is against any type of business in the neighborhood. Ms. Shelia Dixon and Ms. Brenda Davis, Residents, asked where the retail business would be located in reference to their homes. Mr. Genovese indicated the distance between the homes on Opal Street and the back of the proposed lot. He stated that there will be a 6' wood fence installed for screening across the back of the property, and in consideration for the neighbors, the developer is having the building constructed as far from the residents per City requirements. There is also a buffer of approximately 100' between the back of the property and the neighbors on Opal Street. Being in the Gateway Overlay District there are additional requirements that the developer will meet as well. After the discussion, **a motion was made by Gary Potter/Thelma Bowie to close the Public Hearing.** Chairman O'Brien reminded all in attendance that regardless of the rezoning request result at today's meeting, the Zoning Commission is not the last stepping stone. This request will also go before City Commission for final say. Ms. Bowie then expressed her concern and that she understood how the neighboring residents feel about the rezoning request, but that she also knows the owners of the property in question and is split

between the two. Ms. Davis then stated if taxes are not raised, then she is okay with the rezoning request. Chairman O'Brien stated that he could not give an answer to that concern. There were no additional comments or discussion and a **motion was made by Gary Potter/Aric Owens to approve the rezoning request. All members present voted aye, except for Thelma Bowie who voted no.**

ITEM NO. 2 Review and approval of a request from Rahim Maknoja to rezone from "A" (Single Family Residential) to "E" ((General Business) to construct a fuel station and convenience store. Located at the southwest corner of 25th Avenue North and 34th Street North, Texas City. (Action)

Ms. Golden provided the background information for this rezoning request. This request was previously submitted (Sayid Ali – Texas City Express) and approved in April 2020 but expired because the previous applicant did not begin construction within the necessary time frame. The new applicant, Rahim Maknoja is requesting rezoning of this property for the same purpose and it does not look as if much has changed from the previous request. After presentation, **a motion was made by Thelma Bowie/Gary Potter to open the Public Hearing. All members present voted aye.** Ms. Karina Ortega, Resident, stated she was in favor of the rezoning request. There were no questions for the applicant and **a motion was then made by Gary Potter/Thelma Bowie to close the Public Hearing. All members present voted aye.** There were no additional comments or discussion and **a motion was made by Thelma Bowie/Gary Potter to approve the rezoning request. All members present voted aye.**

ITEM NO. 3 Review and approval of a request from Francisco Ortega to rezone from "A" (Single Family Residential) to "E" ((General Business) to construct an open air pavilion for family gatherings, birthday parties, quinceaneras, small flea market and other similar events. Located at 5801 Emmett F. Lowry Expressway, Texas City. (Action)

Ms. Golden provided the background information for this rezoning request. The applicant is requesting to rezone the property from "A" (Single Family Residential) to "E" (General Business). This request started as a code violation because it was operating without a Certificate of Occupancy (CO) and without the necessary zoning approvals. Mr. Doug Kneupper has been working on this project with Mr. Carlos Garza and the applicant and it was suggested to change the zoning from "A" to "E". The property is 7.367 acre parcel. It does have an existing open air pavilion and the intended use is for an open air venue. Ms. Golden stated that when she began reading the ordinance for "E", and even "F" (Light Industrial), it was very clear that those uses are intended to be enclosed. Ms. Golden stated it's possible that a legislative solution may need to be applied - which is to provide open air venues in some zone somewhere, because she could not locate a zoning for this type of venue in the ordinance. It's possible the Zoning Commission may have to consider revising a zoning district, especially in the context of covid where we might want to promote this type of option of large gatherings in open spaces. Ms. Golden stated that from a Land Use Plan perspective, the rezoning to "E" would not be appropriate or fit the use for the proposed request. Staff comments for this request were: (1) access to water and sewer for this site is problematic. The closest available appears to be at Willow and FM 1764 (E.F.Lowry Expy). (2) Fire Marshall has no objection to use of the open air pavilion as an assembly venue for parties and gatherings, but advises this use for flea markets or garage sale type activities should be prohibited as this location is in the Gateway Corridor. Mr. Perry O'Brien stated that "S-P" is one of the zoning districts used in the past, but is concerned that if it would be a "catch all" if the scope of the business were to change. Ms. Golden stated that she is not sure that option is not appropriate, but has no basis to apply to this option. Perhaps this request should be deferred until a little more investigating is done or work with the applicant and judge to petition additional time for this request. After presentation, **a motion was**

made by Gary Potter/Thelma Bowie to open the Public Hearing. All members present voted aye. Mr. Carlos Garza then began his presentation and stated that Mr. Francisco Ortega would like to propose is to create a facility for quinceaneras, weddings, family gatherings, etc. It is proposed as an open air pavilion. The project is now prohibited from moving forward because the contractors were working without permits. It was agreed with the judge and prosecutor that Mr. Ortega's intent is to continue this project properly through the zoning process and then obtain building permits per City Ordinance. Mr. Garza stated that there are 2 issues with the project. One is access to water and sewer, to which he is not sure if Mr. Ortega is connected to a water line, but Mr. Ortega did build the pavilion with 2 restrooms. The other issue is enclosure. He discussed this issue with Ms. Golden and he suggested she take a look at the "garage doors" at the Showboat Pavilion, which she did. Mr. Garza stated that it does not state in the ordinance that there has to be a permanent closure and if you install garage doors, it is then enclosed. With regards to water access, he suggested that perhaps the applicant could tie in to a neighboring existing business. Regarding the flea market, Mr. Ortega has agreed with the Fire Marshal not to have one. In regards to music, there are no neighbors near the location to disturb. In conclusion, Mr. Garza pointed out that there are will not be any odor, dust or gas fumes emitted; there is no warehousing or manufacturing. The uses that Mr. Ortega has listed are not inclusive, they are only examples of what the pavilion could be used for. There is no prohibition stating that you cannot have a concept to attempt what Mr. Ortega is presenting, has to be enclosed. Mr. Garza stated if the board would like Mr. Ortega to meet with Ms. Golden to work out enclosure details, then he would be happy to do that. There were no questions for the applicant and **a motion was then made by Gary Potter/Thelma Bowie to close the Public Hearing. All members present voted aye.** Ms. Karina Ortega stated that instead of a flea market, they are considering to present a Fall Festival similar to Three Acres in Santa Fe. Chairman O'Brien stated that Mr. Ortega's project is a great project, but is not sure how it would fit into "SP" or "E" and that the board can either agree with Ms. Golden's recommendation or defer the decision and give her 2 weeks to do more research on the proper zoning. There were no additional comments or discussion and **a motion was made by Gary Potter/Perry O'Brien to approve the rezoning request based on the applicant and Ms. Golden coming to an agreement on the exact zoning. The motion failed to pass due to a 2-2 vote.** Aric Owens, stated he did not necessarily vote no, but would like to see a plan. Ms. Bowie stated she would like to defer the decision until more information is presented. **A motion was made by Gary Potter/Thelma Bowie to defer this request till the next meeting to hear the results of the negotiations between Ms. Golden and Mr. Ortega. All members present voted aye.**

ITEM NO. 4 Other business.

There was no further business to discuss at this time and **a motion was made by Aric Owens/Gary Potter to adjourn. All members present voted aye.**



Kimberly Golden, Secretary

11/2/2021

Date

Minutes approved by the Zoning Commission at its meeting on November 2, 2021.

CITY COMMISSION REGULAR MTG

(6) (c)

Meeting Date: 11/17/2021

Rezoning request from Rahim Maknojia

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Rahim Maknojia requests to rezone from "A" (Single Family Residential) to "E" (General Business) to construct a gas station and convenience store.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED


Fiscal Impact

Attachments

R Maknojia Memo & Exhibits

Zoning Commission Minutes 10-19-21

Memo

To: Zoning Commission
From: Kim Golden, Engineering & Planning 
CC: Doug Kneupper, P. E.
Date: October 14, 2021
Re: E, GENERAL BUSINESS Zoning (3400 block North Loop, next to Del Sol Apts)

Background: The applicant/owner, Rahim Maknojia, seeks to rezone from "A" (Single Family) to "E (General Business) 0.689 acres of undeveloped property at the southwest corner of Loop 197 North and 34th Street. The applicant intends to develop the property with one single-story 4500 Sq ft retail building as convenience store with 5 pumps (Exxon) and with capabilities for retail lease space. In addition, there will be concrete paving, parking, landscaping and open space. To be able to utilize the property in this manner, a zone change is needed from the current Single-Family Residential to General Business.

A previous request to rezone this property for the same purpose (Sayid Ali – Texas City Express) was approved April 2020 but expired because the then applicant did not start construction within the necessary time frame.

The Land Use Plan shows this area as being "Activity Corridor". The "Activity Corridor" category supports the development of higher intensity land uses including commercial, business offices, and open display retailing along freeways and highways. The requested zoning is in accordance with the City's adopted Land Use Plan.

As indicated on the attached zoning map, the surrounding area is zoned Single-Family Residential and Multi-Family Residential. Development surrounding the subject property is apartment complexes to the west and to the south, the County's Animal Resource Center is across the North Loop.

Analysis/ Recommendation: If approved, the General Business zoning could be developed with a variety of enclosed retail and commercial services to serve the overall needs of the community. Development of this tract would require adherence to city standards with appropriate open space and landscaping, and adherence to the Gateway Overlay provisions.

City water and sewer are available to the site. For drainage considerations, the applicant will need to coordinate with Texas City Public Works to utilize the existing storm sewer system. Primary access for this property will be from 34th Street. Access from the North Loop may not be available based on the proximity of existing driveways. All improvements and development of the property will require a Detailed Site Plan to be reviewed by city staff and approved by the

Planning Board. The property is located within the area of Texas City protected by the levee and pump system. There are minimum floor elevations for new structures.

Based on the surrounding land uses, development and zoning, city staff has no objection to the rezoning request for E, General Business.

LAND USE PLAN

DOLLAR BAY

RAINWATER LEVEE

WILLOW ST

25TH AVE N

* SUBJECT

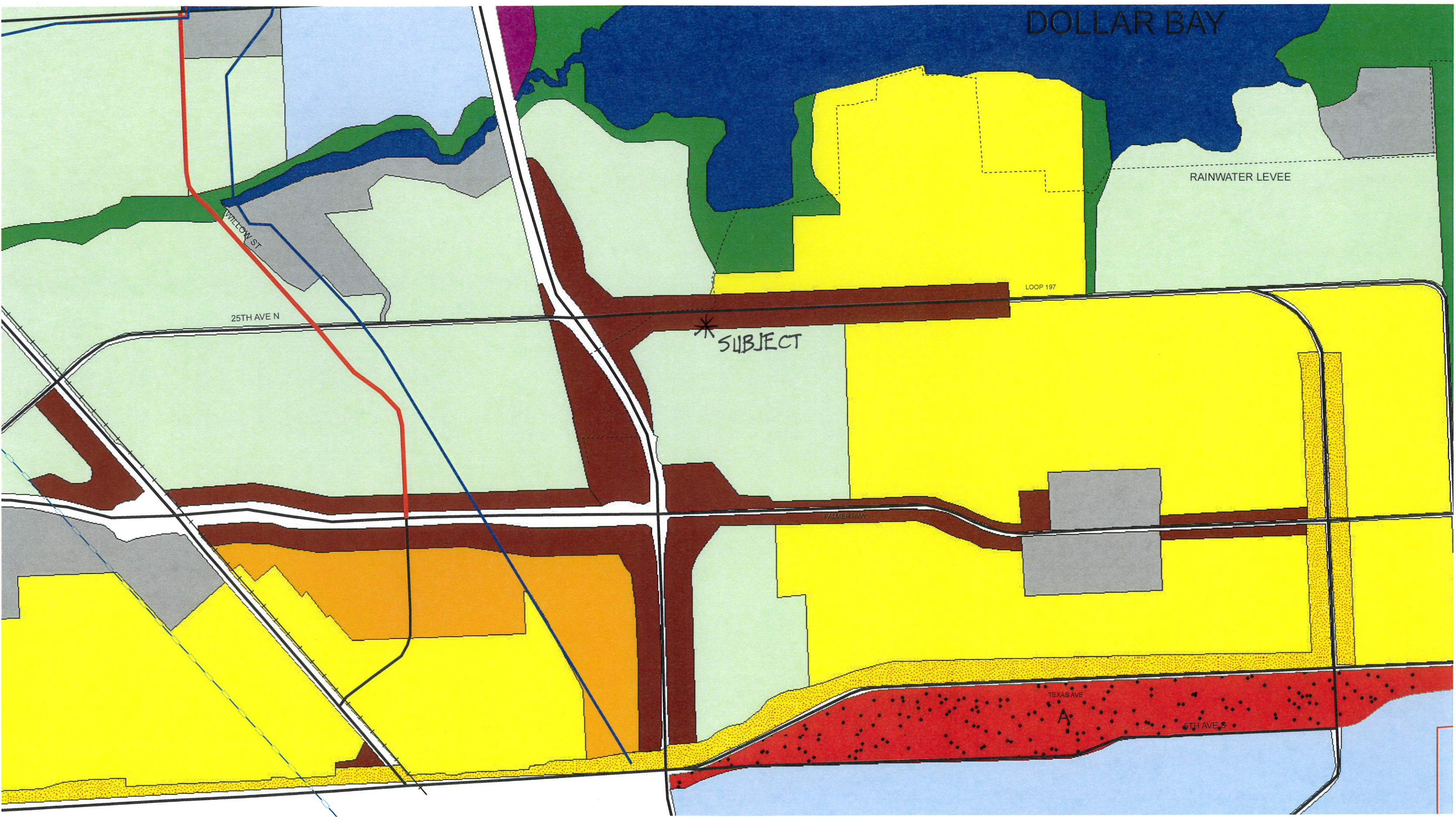
LOOP 197

PALMER HWY

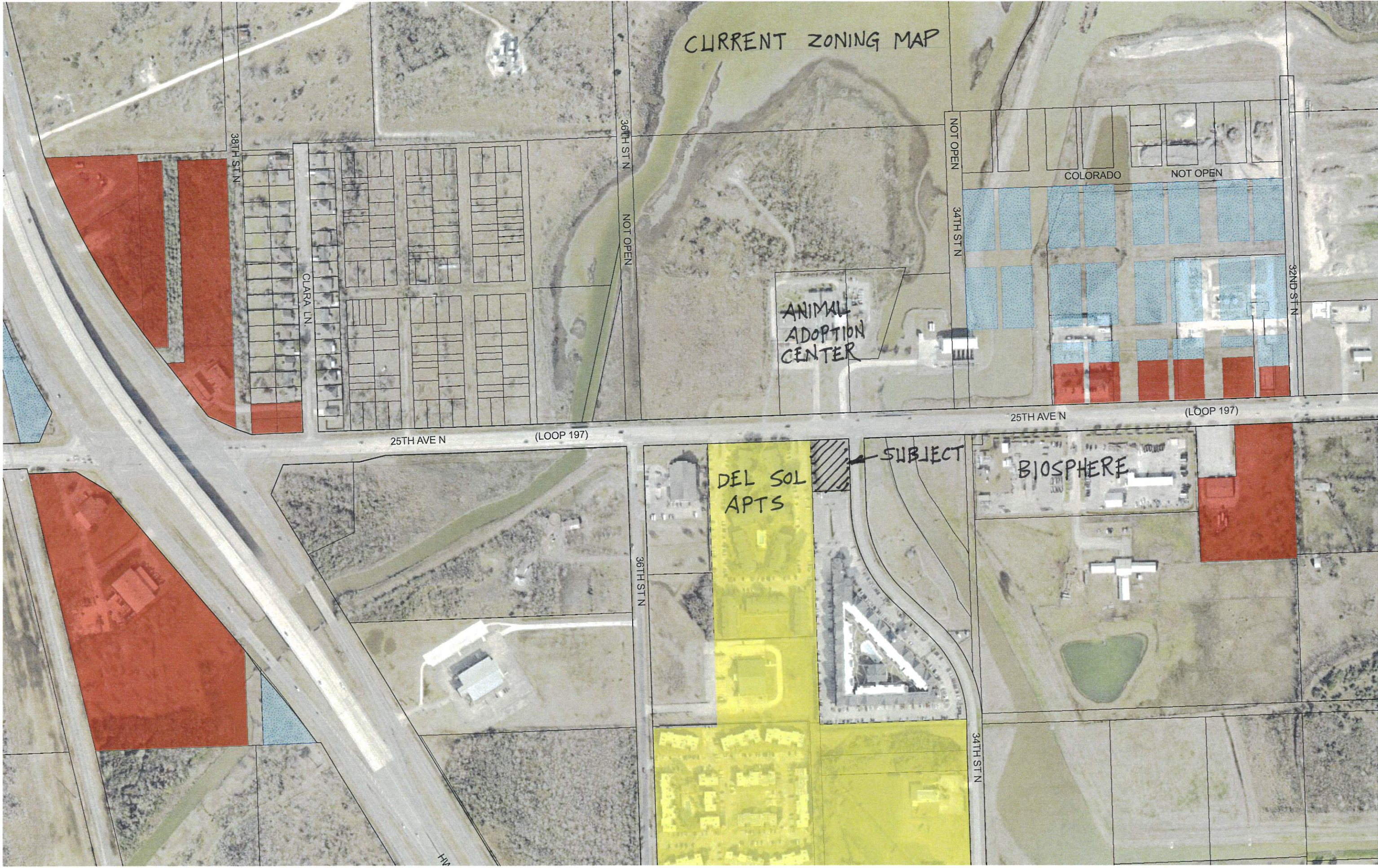
TEXAS AVE

A

6TH AVE S



CURRENT ZONING MAP



ANIMAL
ADOPTION
CENTER

25TH AVE N (LOOP 197)

DEL SOL
APTS

SUBJECT

BIOSPHERE

COLORADO

NOT OPEN

38TH ST N

CLARA LN

36TH ST N

NOT OPEN

NOT OPEN

34TH ST N

32ND ST N

25TH AVE N

(LOOP 197)

36TH ST N

34TH ST N

FM

ZONING COMMISSION MINUTES OCTOBER 19, 2021

The Zoning Commission of the City of Texas City met in a regularly scheduled meeting and Public Hearing on Tuesday, October 19, 2021 at 5:15 p.m. Commission members present were: Chairman Perry O'Brien, Gary Potter, Thelma Bowie and Aric Owens. Staff members present were: Kimberly Golden, Herman Meyers and Veronica Carreon. Citizens present were: Casey Genovese, Linfield, Hunter & Junius, Inc.; Clementine Carter; Francisco and Karina Ortega; Anthony Chapa; Rahim Maknoja; Carlos Garza; Shelia Dixon; Brenda Davis; Mayor Dedrick Johnson; and Dennis Harris, TCFD Fire Marshal.

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 October 12, 2021 were approved on a **motion by Gary Potter/Thelma Bowie. All members present voted aye.**

ITEM NO. 1 Review and approval of a request from Casey Genovese to rezone from "A" (Single Family Residential) to "E" ((General Business) to construct a retail store. Located at the west side of SH3, approximately 750' southeast of Memorial Drive, Texas City. (Action)

Ms. Golden provided the background information for this rezoning request. The applicant is requesting to rezone the property from "A" (Single Family Residential) to "E" (General Business). She stated that Mr. Doug Kneupper informed her that the anticipated project is a Dollar General and that past retail developments that have tried to change the zoning on this area have been unsuccessful. This development seems to be compliant with both the Land Use Plan and the zoning of the area and also compliant with being in the midst of residential development. It is on a thoroughfare so it does not interfere with the residential nature of the surrounding properties. Staff has reviewed and have no objections except that it may be tricky to get sewer to the location, but that is something that will be addressed as the developer moves forward. Mr. Casey Genovese explained that he discussed the sewer issue with Corbin Ballast, Utilities Director, and agreed that they would go through the county and a septic system would be installed. After presentation, **a motion was made by Thelma Bowie/Gary Potter to open the Public Hearing. All members present voted aye.** Ms. Clementine Carter, Resident, then expressed that she is against the project because she doesn't like the idea of being in a "commercial" area because of a business. She stated she is concerned about the increase in taxes and in traffic, and is against any type of business in the neighborhood. Ms. Shelia Dixon and Ms. Brenda Davis, Residents, asked where the retail business would be located in reference to their homes. Mr. Genovese indicated the distance between the homes on Opal Street and the back of the proposed lot. He stated that there will be a 6' wood fence installed for screening across the back of the property, and in consideration for the neighbors, the developer is having the building constructed as far from the residents per City requirements. There is also a buffer of approximately 100' between the back of the property and the neighbors on Opal Street. Being in the Gateway Overlay District there are additional requirements that the developer will meet as well. After the discussion, **a motion was made by Gary Potter/Thelma Bowie to close the Public Hearing.** Chairman O'Brien reminded all in attendance that regardless of the rezoning request result at today's meeting, the Zoning Commission is not the last stepping stone. This request will also go before City Commission for final say. Ms. Bowie then expressed her concern and that she understood how the neighboring residents feel about the rezoning request, but that she also knows the owners of the property in question and is split

between the two. Ms. Davis then stated if taxes are not raised, then she is okay with the rezoning request. Chairman O'Brien stated that he could not give an answer to that concern. There were no additional comments or discussion and a **motion was made by Gary Potter/Aric Owens to approve the rezoning request. All members present voted aye, except for Thelma Bowie who voted no.**

ITEM NO. 2 Review and approval of a request from Rahim Maknoja to rezone from "A" (Single Family Residential) to "E" ((General Business) to construct a fuel station and convenience store. Located at the southwest corner of 25th Avenue North and 34th Street North, Texas City. (Action)

Ms. Golden provided the background information for this rezoning request. This request was previously submitted (Sayid Ali – Texas City Express) and approved in April 2020 but expired because the previous applicant did not begin construction within the necessary time frame. The new applicant, Rahim Maknoja is requesting rezoning of this property for the same purpose and it does not look as if much has changed from the previous request. After presentation, **a motion was made by Thelma Bowie/Gary Potter to open the Public Hearing. All members present voted aye.** Ms. Karina Ortega, Resident, stated she was in favor of the rezoning request. There were no questions for the applicant and **a motion was then made by Gary Potter/Thelma Bowie to close the Public Hearing. All members present voted aye.** There were no additional comments or discussion and **a motion was made by Thelma Bowie/Gary Potter to approve the rezoning request. All members present voted aye.**


ITEM NO. 3 Review and approval of a request from Francisco Ortega to rezone from "A" (Single Family Residential) to "E" ((General Business) to construct an open air pavilion for family gatherings, birthday parties, quinceaneras, small flea market and other similar events. Located at 5801 Emmett F. Lowry Expressway, Texas City. (Action)

Ms. Golden provided the background information for this rezoning request. The applicant is requesting to rezone the property from "A" (Single Family Residential) to "E" (General Business). This request started as a code violation because it was operating without a Certificate of Occupancy (CO) and without the necessary zoning approvals. Mr. Doug Kneupper has been working on this project with Mr. Carlos Garza and the applicant and it was suggested to change the zoning from "A" to "E". The property is 7.367 acre parcel. It does have an existing open air pavilion and the intended use is for an open air venue. Ms. Golden stated that when she began reading the ordinance for "E", and even "F" (Light Industrial), it was very clear that those uses are intended to be enclosed. Ms. Golden stated it's possible that a legislative solution may need to be applied - which is to provide open air venues in some zone somewhere, because she could not locate a zoning for this type of venue in the ordinance. It's possible the Zoning Commission may have to consider revising a zoning district, especially in the context of covid where we might want to promote this type of option of large gatherings in open spaces. Ms. Golden stated that from a Land Use Plan perspective, the rezoning to "E" would not be appropriate or fit the use for the proposed request. Staff comments for this request were: (1) access to water and sewer for this site is problematic. The closest available appears to be at Willow and FM 1764 (E.F.Lowry Expy). (2) Fire Marshall has no objection to use of the open air pavilion as an assembly venue for parties and gatherings, but advises this use for flea markets or garage sale type activities should be prohibited as this location is in the Gateway Corridor. Mr. Perry O'Brien stated that "S-P" is one of the zoning districts used in the past, but is concerned that if it would be a "catch all" if the scope of the business were to change. Ms. Golden stated that she is not sure that option is not appropriate, but has no basis to apply to this option. Perhaps this request should be deferred until a little more investigating is done or work with the applicant and judge to petition additional time for this request. After presentation, **a motion was**

made by Gary Potter/Thelma Bowie to open the Public Hearing. All members present voted aye. Mr. Carlos Garza then began his presentation and stated that Mr. Francisco Ortega would like to propose is to create a facility for quinceaneras, weddings, family gatherings, etc. It is proposed as an open air pavilion. The project is now prohibited from moving forward because the contractors were working without permits. It was agreed with the judge and prosecutor that Mr. Ortega's intent is to continue this project properly through the zoning process and then obtain building permits per City Ordinance. Mr. Garza stated that there are 2 issues with the project. One is access to water and sewer, to which he is not sure if Mr. Ortega is connected to a water line, but Mr. Ortega did build the pavilion with 2 restrooms. The other issue is enclosure. He discussed this issue with Ms. Golden and he suggested she take a look at the "garage doors" at the Showboat Pavilion, which she did. Mr. Garza stated that it does not state in the ordinance that there has to be a permanent closure and if you install garage doors, it is then enclosed. With regards to water access, he suggested that perhaps the applicant could tie in to a neighboring existing business. Regarding the flea market, Mr. Ortega has agreed with the Fire Marshal not to have one. In regards to music, there are no neighbors near the location to disturb. In conclusion, Mr. Garza pointed out that there are will not be any odor, dust or gas fumes emitted; there is no warehousing or manufacturing. The uses that Mr. Ortega has listed are not inclusive, they are only examples of what the pavilion could be used for. There is no prohibition stating that you cannot have a concept to attempt what Mr. Ortega is presenting, has to be enclosed. Mr. Garza stated if the board would like Mr. Ortega to meet with Ms. Golden to work out enclosure details, then he would be happy to do that. There were no questions for the applicant and **a motion was then made by Gary Potter/Thelma Bowie to close the Public Hearing. All members present voted aye.** Ms. Karina Ortega stated that instead of a flea market, they are considering to present a Fall Festival similar to Three Acres in Santa Fe. Chairman O'Brien stated that Mr. Ortega's project is a great project, but is not sure how it would fit into "SP" or "E" and that the board can either agree with Ms. Golden's recommendation or defer the decision and give her 2 weeks to do more research on the proper zoning. There were no additional comments or discussion and **a motion was made by Gary Potter/Perry O'Brien to approve the rezoning request based on the applicant and Ms. Golden coming to an agreement on the exact zoning. The motion failed to pass due to a 2-2 vote.** Aric Owens, stated he did not necessarily vote no, but would like to see a plan. Ms. Bowie stated she would like to defer the decision until more information is presented. **A motion was made by Gary Potter/Thelma Bowie to defer this request till the next meeting to hear the results of the negotiations between Ms. Golden and Mr. Ortega. All members present voted aye.**

ITEM NO. 4 Other business.

There was no further business to discuss at this time and **a motion was made by Aric Owens/Gary Potter to adjourn. All members present voted aye.**



Kimberly Golden, Secretary

11/2/2021

Date

Minutes approved by the Zoning Commission at its meeting on November 2, 2021.

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 11/17/2021

Rezoning request from Binnacle Development

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Consider and take action on the request from Binnacle Development to rezone from “A” (Single-Family Residential) to “I” (Planned Unit Development) to construct Brookwater Subdivision – a Master Planned Community within the City of Texas City.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 11/17/2021

Rezoning request from Casey Genovese

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Consider and take action on the request from Casey Genovese to rezone from "A" (Single Family Residential) to "E" (General Business) to construct a retail store.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 11/17/2021

Rezoning request from Rahim Maknojia

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Consider and take action on the request from Rahim Maknojia to rezone from “A” (Single Family Residential) to “E” (General Business) to construct a gas station and convenience store.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(11) (a)

Meeting Date: 11/17/2021

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for October 3, 2021 meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, NOVEMBER 3, 2021 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, November 3, 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 D. 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 Terry Melancon of The Fellowship Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 2 Felix Herrera.

4. PROCLAMATIONS AND PRESENTATIONS

a. Proclaiming November 1-5, 2021 as Municipal Court Week

This proclamation was presented by Mayor Johnson to Texas City Municipal Court staff.

5. REPORTS

a. Information Technology Update

Robert Turner, Information Technology Supervisor, gave a PowerPoint presentation on the newest technology updates.

6. PUBLIC HEARING

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 4 Jami Clark to close the Public Hearings.

Vote: 7 - 0 CARRIED

- a. Land Tejas requests to amend the Lago Mar PUD Amendment - Crystal Lagoon District. Being 121 acres of land. Located at 12600 Crystal View Blvd. and to the north of Lago Mar Blvd.

Stan Carter of Jones Carter, gave a PowerPoint presentation.

- b. Broadreach Power requests to rezone from "A" (Single-Family Residential) to "F" (Light Industrial) to allow for a Battery Energy Storage System. Being a portion of all that certain remainder of Lot 2A in the Highway 146 Business Park. Located in the 500 block of 34th Street, Texas City, TX.

Brian Yarborough of Broadreach Power gave a summary of the proposed project.

Henry Gomez, resident, stated his support for the rezoning request.

7. ZONING PRELIMINARY

- a. Consider and take action on the request from Land Tejas to amend the Lao Mar PUD - Crystal Lagoon District. Being approximately 121 acres of land. Located at 12600 Crystal View Blvd. and to the north of Lago Mar Blvd.

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

Vote: 7 - 0 CARRIED

- b. Consider and take action on the request from Broadreach Power to rezone from "A" (Single-Family Residential) to "F" (Light Industrial) to allow for a Battery Energy Storage System. Being a portion of all that certain remainder of Lot 2A in the Highway 146 Business Park. Located in the 500 block of 34th Street, Texas City, TX.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 2 Felix Herrera

Vote: 6 - 1 CARRIED

9. PUBLIC COMMENTS

A Texas City resident requested that TCPD increase its presence in her neighborhood.

10. CONSENT AGENDA

Motioned by Commissioner Dorthea Jones, seconded by Commissioner Felix Herrera, to approve Consent Agenda items a, b, c, e, f, g, h, i, j, and k.

- a. Approve City Commission Minutes for October 20, 2021 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 21-094, approving the execution of an Engineering Service Agreement with ARKK Engineer, LLC. for the Water Line Replacement Project - Phase 19. (Public Works)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 21-095, approving the execution of an Engineering Service Agreement with ARKK Engineers, LLC. for the Sanitary Sewer Rehabilitation Project - Phase 21. (Public Works)

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 21-096, approving the remodeling of an old SWAT Mobile Command Post into a Hostage Negotiation Team Command Post. (Police Department)

Item pulled by Mayor Johnson.

Joseph Stanton, Police Chief, stated that the vehicle is being rehabbed and refurbished to become a hostage negotiation team command post.

Motion by Commissioner District 3 Dorthea Jones Pointer, Seconded by Commissioner At-Large Kevin Yackly

Vote: 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 21-097, approving the purchase and delivery of an articulated telescopic loader for the Waste Water Treatment Plant. (Public Works)

Vote: 7 - 0 CARRIED

- f. Consider and take action on Resolution No. 21-098, approving the execution of an Engineering Service Agreement with ARKK Engineers, LLC for the engineering and construction phases of the Fire Station #4 and Police Substation Project. (Public Works)

Vote: 7 - 0 CARRIED

- g. Consider and take action on Resolution No. 21-099, approving the purchase of nine (9) various size roll-off boxes for the Sanitation Department. (Public Works)

Vote: 7 - 0 CARRIED

- h. Consider and take action on Resolution No. 21-100, approving the purchase, delivery, and installation of replacement lighting for two (2) Godard Park little league baseball fields and Tarpey Park field no. 4 through BuyBoard- a local purchasing cooperative. (Public Works)

Vote: 7 - 0 CARRIED

- i. Consider and take action on Resolution No. 21-101, approving Bid No. 2021-108 Purchase and Delivery of Library Materials. (Purchasing)

Vote: 7 - 0 CARRIED

- j. Consider and take action on Resolution No. 21-102, approving Gowan Inc. to replace the Moore Memorial Library cooling tower. (Library)

Vote: 7 - 0 CARRIED

- k. Consider and take action on Resolution No. 21-103, approving the purchase of a rear load garbage truck for the Sanitation Department. (Public Works)

Vote: 7 - 0 CARRIED

11. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 21-33, to amend the City of Texas City's fiscal year 2021-2022 Budget to create an additional Deputy City Marshal position and appropriate funds for the salary and benefits of this position. (Finance)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

Vote: 7 - 0 CARRIED

12. COMMISSIONERS' COMMENTS

Commissioner Keith Henry gave kudos to Rec & Tour for the Hallopalooza event.

Commissioner Kevin Yackly thanked TCPD for their traffic control on Halloween and stated that it reinforces why they should be the highest-paid police department in Galveston County.

STAFF COMMENTS

Luke Alvey, Library Director, stated that the Library is accepting Veterans photos and information to put on a Veteran's Day exhibit.

13. ADJOURNMENT

Having no further business, Commissioner Dorthea Jones Pointer made a MOTION to ADJOURN at 6:11 p.m.; the motion was SECONDED by Commissioner At Large Kevin Yackly. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(11) (b)

Meeting Date: 11/17/2021

Purchase of Compactor with Pre-Crusher by the Sanitation Department

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approval of the Sanitation Department's purchase of a new compactor with pre-crusher from Wastequip.

BACKGROUND

The Sanitation Department is requesting approval for the purchase of a new compactor with pre-crusher. This piece of equipment would be purchased from Wastequip through the Sourcewell purchasing co-op for the total sum of \$87,707.10 and is funded in the 2021/2022 City of Texas City Budget's Capital Equipment Replacement Fund.

A copy of the Sourcewell worksheet is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to award the purchase of the compactor with pre-crusher for the Sourcewell contract price of \$87,707.10

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution



5712 Lower 3rd Street, Alexandria, LA, 71302

WQ-10212359

Sourcewell

Awarded Contract

Contract #040621-WQI

Sell To:

Contact Name	Mike Stump	Ship To Name	City of Texas City
Bill To Name	City of Texas City	Ship To	3301 Loop 197 N
Bill To	PO Box 2608 Texas City, TX 77592-2608 USA		Texas City, TX 77592-2608 USA
Email	mstump@texascitytx.gov		
Phone	(409) 643-5817		

Quote Information

Salesperson	David Minton	Created Date	11/1/2021
Salesperson Email	dminton@wastequip.com	Expiration Date	11/25/2021
Salesperson Phone	(800) 242-0122	Quote Number	WQ-10212359

Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
Compaction - 195965-F-20	Pre-Crusher (645XHD-7-PC/20) - 6 cubic yard. reduces volume of hard to compact or bulky material before disposal and includes: 20HP tri volt motor, a 4.12 Wastec Rating, a charge box of 97.5" x 60", powerful compaction forces of 88,500lbs, tongue and groove floor and sides, full light to identify when load is full, side access panels for ease of servicing and ship height needs a drop deck truck of 108".	Color: TBD-Standard Color Voltage: 460V 3PH Feed Side: TBD Quick Disconnect: TBD	1.00	\$43,703.89	\$43,703.89
Compaction - CO122	Factory Options - Controls on remote pendant in lieu of mounting in panel face on 15' cord		1.00	\$217.26	\$217.26
Compaction - CO102	80% full - Advance warning light		1.00	\$253.65	\$253.65
Compaction - CO114	On - off key switch for hauler - shuts down all operational controls (STD on stationary compactors)		1.00	\$0.00	\$0.00
Compaction - CO166	Pressure gauge - color coded and numeric - on 15' hose-mounted		1.00	\$278.85	\$278.85
Compaction - CO252 - 450-550-645	Hopper / Doghouse - 3 sided hopper - side feed - left or right - ANSI		1.00	\$3,332.44	\$3,332.44
Compaction - CO201-5 - 450-550-645	Container Options - Guide rails - 5' standard		1.00	\$226.82	\$226.82
	Special 40 YD HD Octagton Receiver - rated up to 100k packing force x 22' Long - Floor: 1/4" with 3" structural channels on 16" centers and 6"x 2"x 1/4"				



5712 Lower 3rd Street, Alexandria, LA, 71302

WQ-10212359

Sourcewell

Awarded Contract

Contract #040621-WQI

Container - TX - 262973	Structural Tubing Main Rails, Walls: 7 gauge lower and 10 gauge upper, Roof & Door Sheet 10 gauge, Door Frame 4 x 3 x 3/16", (2) Belly Bands, Ratchet Operated Latching System. Wheels: (2), Primed and Painted any Standard Color	Color: TBD-Standard Color	2.00	\$14,581.00	\$29,162.00
Surcharge			1.00	\$8,162.19	\$8,162.19

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$85,337.10
Shipping Terms	FOB Origin	Shipping	\$2,370.00
		Tax	\$0.00
		Grand Total	\$87,707.10

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Installation available at additional cost and upon request

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI, eff. 06/02/2021), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

RESOLUTION NO. 21-104

A RESOLUTION APPROVING THE PURCHASE OF A COMPACTOR WITH PRE-CRUSHER FOR THE SANITATION DEPARTMENT THROUGH SOURCEWELL, A GOVERNMENT PURCHASING COOPERATIVE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Public Works Department requests the approval of the City Commission to purchase a new compactor with pre-crusher for the Sanitation Department; and

WHEREAS, funds for this purchase are available through the 2021/2022 Fiscal Year Budget; and

WHEREAS, it is the recommendation of the Public Works Department to award the above mentioned item to Wastequip through Sourcewell, a government purchasing cooperative program, for the approximate purchase price of \$87,707.10.

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 purchasing of a new compactor with pre-crusher for the Sanitation Department from Wastequip through Sourcewell for an approximate price of \$87,707.10, as set out on the quote attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 17th day of November 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

CITY COMMISSION REGULAR MTG

(11) (c)

Meeting Date: 11/17/2021

Consider and take action on Resolution No. 21-105, Approving a Development Agreement between the City and Texas City 51, LLC

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

approving a Development Agreement between the City of Texas City and Texas City 51, LLC.

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 Brookwater and have no objections to approval.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Brookwater Development Agreement
Resolution

Reviewed by:
JK 8-20-21
no objections

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into as of June, 2021, by and between THE CITY OF TEXAS CITY, TEXAS, a municipal corporation and home-rule city of the State of Texas (the "City"), and TEXAS CITY 51, LLC, a Texas limited liability company (the "Developer").

ARTICLE I. RECITALS:

1.01 Developer intends to acquire an approximately 51-acre tract of real property located in Galveston County, Texas, more fully described on Exhibit "A" attached hereto and incorporated herein (the "Property"), and the City will approve its application for a planned unit development (the "PUD") for the Property attached on Exhibit "B".

1.02 Developer intends to utilize the Property to develop approximately 201 single-family residential lots in accordance with PUD, the zoning code and all applicable City codes and ordinances.

1.03 The City has determined that agreeing to the terms set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business in the City.

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

ARTICLE II. AGREEMENT:

NOW, THEREFORE, for good and valuable consideration and the mutual covenants set forth herein, Developer and the City contract and hereby agree as follows:

2.01 Access. The development of the Property requires access from FM 2004. Developer agrees to construct the entrance to the Property.

2.02 PUD Creation and Galveston County Municipal Utility District No. 79 Annexation. Developer will petition the City to create a PUD and annexation into Galveston County Municipal Utility District No 79 (the "MUD"). The City will, within 30 days after such petition, create said PUD, will consent to the annexation of the Property into said PUD, consent to annexation into MUD, and will execute all such documentation and take all such action as may be reasonably requested by Developer, PUD, or MUD in connection therewith. The use and development of the Property before and after annexation shall conform with the PUD and to development standards reasonably necessary to Developer.

2.03 Infrastructure. The City will reserve sufficient utility capacity to serve all the single-family residences constructed within the PUD. Upon completion of construction of the utilities

and streets (the “Infrastructure”) per City standards, the City will accept, own, and maintain the Infrastructure.

**ARTICLE III.
OBLIGATIONS OF THE DEVELOPER**

3.01 Maintenance of certain improvements. The Developer agrees to form one or more property owners’ association(s), which shall have as one of their stated purposes to permanently maintain through assessments all lakes, ponds, and other detention facilities, parks and recreation facilities, landscaping, and monumentation developed as part of the Project (the “Non-City Improvements”). The Developer acknowledges and agrees that the Non-City Improvements will be maintained by the by the property owners' association(s) serving the Property, as appropriate, and the City shall never have the responsibility to own, operate or maintain the Non-City Improvements.

3.02 Dry Utilities. The Developer agrees that all dry utilities, such as electric, gas, telephone, and cable, shall be placed underground throughout the Property; provided, however, that “three-phase” power lines may be elevated and may be placed in easements along the perimeter of the Property to serve the Property. Unless otherwise approved by the City and the Developer and unless no reasonable alternative is available to the power provider for the location of said poles, no elevated three-phase power or larger poles may be placed along any major roads or highways. The Developer agrees that the public street light poles throughout the Project shall be galvanized metal or concrete; provided, however, the Developer may use light poles made out of material that is of a higher quality than concrete, as reasonably determined by the City. Decorative and specialty light poles are acceptable on private property and along private streets; provided, however, that the City shall never be responsible for maintenance of such light poles.

3.03 Development Covenants. The Developer agrees to adopt deed restrictions and other restrictive covenants, and promulgate the Developer's guidelines regarding development standards, consistent with the PUD, the Zoning Code and any relevant City ordinances and regulations. The Developer will provide copies of its residential deed restrictions and residential development covenants to the City for review and comment by the Mayor or his designee no later than prior to the approval of the first residential development covenants for review and comment no later than prior to the approval of PUD. The Developer agrees to require Sub- developers to abide by the Developer's development standards and provide for enforcement mechanisms for restrictive covenants.

3.04 Notice. Developer agrees to provide notice to the Mayor or his designee of any material proposed changes, amendments or revisions to the PUD, the property, or the Project prior to taking any action on such changes.

3.05 Building Regulations. A residential structure shall consist of a minimum of 60% brick, stone, or masonry. For residential structures adjacent to FM 2004 and within 300 feet of FM 2004, 100% of the total exterior walls which may be seen from any public throughfare shall be constructed of brick, stone or masonry.

**ARTICLE IV.
TERM AND DEFAULT**

4.01 Term. This agreement shall be in effect as of the date set forth on the first page, hereof, and shall terminate 50 years thereafter, unless terminated earlier as specifically provided herein.

4.02 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, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged of the failure and shall demand performance. No breach of the Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of such notice. 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 money 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 pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of 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 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.

**ARTICLE V.
MISCELLANEOUS PROVISIONS**

5.01 Approvals and consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

5.02 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 Engineer - City of Texas City
7800 Emmett F. Lowry Expy
Texas City, Texas 77591
Attn: Doug Kneupper
Email: dkneupper@texascitytx.gov

With a copy to:

City Attorney - City of Texas City
928 5th Ave. N.
Texas City, Texas 77590
Attn: Kyle Dickson
Email: _____

If to the Developer, to:

Texas City 51, LLC
11529 Wincrest
Dickinson, TX 77539 Attn: Jerry LeBlanc, Jr.
Email: jleblanc@binnacledevelopment.com

With a copy to:

Hoover Slovacek LLP
5151 Westheimer, Suite 1200
Houston, Texas 77056
Attn: Greg A. Savage
Email: savage@hooverslovacek.com

The parties shall have the right from time to time to change their respective addressees by giving at least 10 days' written notice of such change to the other party.

5.03 Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Developer shall give notice immediately to the City of the name, address, phone number and contact person of the person or entity acquiring an interest in the

Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Developer's successors and assigns.

5.04 Nonwaiver of Rights. By entering this Agreement, neither Developer nor the City waive any rights granted under any laws, nor do they make any admissions regarding the subject matter of this Agreement. Each party specifically reserves any and all rights to pursue any action or remedy to protect its interests and rights

5.05 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.

5.06 Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Galveston County, Texas.

5.07 Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

5.08 Modification; Exhibit. 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.

5.09 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.

5.10 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.

5.11 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.

5.12 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.

5.13 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Telefaxed or scanned-emailed copies of this signed Agreement shall be binding and effective as an original.

5.14 Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding

agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.15 Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

- Signature Page to Follow -

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first given above.

CITY OF TEXAS CITY, TEXAS

By: _____
Name: _____
Title: _____

TEXAS CITY 51, LLC

By: _____
Name: _____
Title: _____

EXHIBIT "A" TO DEVELOPMENT AGREEMENT

Legal Description

All of that certain 50.65 acre tract of land situated in the **W. K. WILSON SURVEY**, Abstract Number **208**, being parts of Lots 9 through 12 and part of Lot 14, of the **WATERMAN'S SUBDIVISION**, a subdivision in Galveston County Texas, according to the map or plat thereof recorded in Volume 8, Page 10 of the Galveston County Map Records, and being those tracts of land called 24.42 acres and 10.03 acres described in that certain Special Warranty Deed dated October 31, 2008 from 412 Center Park, Ltd., to Texas City Economic Development Corporation recorded in Clerk's File Number 2008059995 and that tract of land called 16.1630 acres described in that certain Special Warranty Deed dated April 19, 2016 from Texas City Economic Development Corporation to 412 Central Park, Ltd., recorded in Clerk's File Number 2016021487, both of the Official Public Records of Galveston County, Texas; said 50.65 acres of land being more fully described by metes and bounds as follows:

BEGINNING at a 5/8 inch rod found in the East right-of-way line of Mall of the Mainland Parkway (a.k.a. F. M. 2004) (called 120' in width), same being the Northwest corner of Lot 6, of the **MALL OF THE MAINLAND**, a subdivision of record in Volume 18, Pages 446-448 of the Galveston County Map Records, also being the Southwest corner of aforesaid 10.03 acre tract, the Southwest corner of the herein described tract and the **POINT OF BEGINNING** hereof;

THENCE, N 00°23'30" E along and with the East right-of-way line of Mall of the Mainland Parkway, being the West line of above said 10.03 and 24.42 acre tracts of land, a distance of 1,766.23 feet to a 5/8 inch rod found at the Northwest corner of the herein described tract;

THENCE, N 88°59'31" E along and with the North line of said 24.42 acre tract, a distance of 564.00 feet to a point for corner, and a found 5/8 inch rod;

THENCE, S 28°01'34" E, a distance of 307.69 feet to a 5/8 inch rod found at the beginning of a non-tangent curve to the left, said curve having a radius of 850.00 feet and a central angle of 20°30'41";

THENCE, along the arc of said non-tangent curve to the left, a distance of 304.33 feet, the chord of which bears S 43°42'35" E, 302.71 feet, to a 5/8 inch rod found at the beginning of a compound and non-tangent curve to the left, said curve having a radius of 559.89 feet and a central angle of 03°47'43";

THENCE, along the arc of said non-tangent curve to the left, a distance of 37.09 feet, the chord of which bears S 61°17'28" E, 37.08 feet, to a 5/8 inch rod found at the end of said curve;

THENCE, S 63°11'19" E, a distance of 584.61 feet to a 5/8 inch rod found at the beginning of a tangent curve to the right, said curve having a radius of 120.00 feet and a central angle of 45°00'00";

THENCE, along the arc of said tangent curve to the right, a distance of 94.24 feet, the chord of which bears S 40°41'19" E, 91.84 feet, to a 5/8 inch rod found at the end of said curve;

THENCE, S 18°11'19" E, a distance of 369.87 feet to a point for corner, and a found 5/8 inch rod;

THENCE, WEST, a distance of 543.00 feet to a point for corner, and a found 5/8 inch rod;

THENCE, S 00°23'30" W, along and with the East line of aforesaid 16.1630 acre tract, a distance of 956.96 feet to a 5/8 inch rod found at the Southeast corner of the herein described tract;

THENCE, N 71°23'11" W, along and with the Northerly line of said **MALL OF THE MAINLAND** subdivision, a distance of 1,171.06 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 50.65 acres (2,206,199 square feet) of land, more or less.

RESOLUTION NO. 21-105

A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TEXAS CITY AND TEXAS CITY 51, LLC.; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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 Texas City 51, LLC. 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 17th day of November 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

CITY COMMISSION REGULAR MTG

(11) (d)

Meeting Date: 11/17/2021

2022-001 Concrete Pavement Lifting and Void Filling Annual Contract

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award an annual contract for bid # 2022-001 Concrete Pavement Lifting and Void Filling Annual Contract

BACKGROUND

On October 19, 2021 and October 26, 2021 the request for bidders was published in the Galveston County Daily News. Bid packets were sent out to local area vendor at that time. The bids were opened on November 02, 2021 at 2 p.m. and read aloud at that time.

The lowest responsible bidder meeting all of the qualifications is Concrete Raising Corporation of Texas in Houston Texas.

A bid tabulation is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to award bid number 2022-001 to Concrete Raising Corporation of Texas, for the unit prices bid and that the Mayor be authorized to execute a contract on behalf of the City Commission.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution

**2022-001 Concrete Pavement Lifting and Void Filling Annual Contract
Bid Tabulation**

Item No.	Description	Unit	Concrete Raising Corp.	Southern Concrete Raising	PolyTex Concrete
		Ttl.			
1.	Mobilization	LS	\$0.00	\$6,000.00	\$2,500.00
2.	Lifting and Stabilizing Concrete Street Pavement .01" up to 6"	SF	\$3.00	\$6.50	\$3.50
		80K	\$240,000.00	\$520,000.00	\$280,000.00
3.	Lifting and Stabilizing Concrete Street from 6" And Up	SF	\$3.00	\$7.00	\$8.50
		15K	\$45,000.00	\$105,000.00	\$127,500.00
4.	Lifting and Stabilizing Traffic Signal Boxes	EA	\$750.00	\$1,500.00	\$400.00
		10	\$7,500.00	\$15,000.00	\$4000.00
5.	Traffic Control	LS	500.00	\$12,000.00	\$5,000.00
6.	Total Base Bid		\$293,000.00	\$658,000.00	\$419,000.00
7.	Lifting and Stabilizing 4" Concrete Sidewalk .01 up to 5"	SF	\$3.05	\$4.00	\$2.50
8.	Lift and Stabilizing 4" Concrete Sidewalk from 5" and up	SF	\$3.05	\$6.00	\$4.50

RESOLUTION NO. 21-106

A RESOLUTION APPROVING BID NUMBER 2022-001 CONCRETE PAVEMENT LIFTING AND VOID FILLING ANNUAL CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was published on October 19, 2021, and October 26, 2021. Bids packets were made available to local area vendors for Bid No. 2022-001 Concrete Pavement Lifting and Void Filling Annual Contract; and

WHEREAS, bids were opened on November 2, 2021, and the low responsible bid meeting all the specifications was received from Concrete Raising Corporation, Houston, Texas; and

WHEREAS, the Public Works Department recommends awarding Bid No. 2022-001 Concrete Pavement Lifting and Void Filling Annual Contract to Concrete Raising Corporation.

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. 2022-001 Concrete Pavement Lifting and Void Filling Annual Contract to Concrete Raising Corporation.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Concrete Raising Corporation 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 17th day of November 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

CITY COMMISSION REGULAR MTG

(11) (e)

Meeting Date: 11/17/2021

Opioid Settlement

Submitted For: Dedrick Johnson, Mayor's Office

Submitted By: Rhomari Leigh, City Secretary

Department: Mayor's Office

Information

ACTION REQUEST (Brief Summary)

Approval of the City of Texas City to adopt the allocation method for opioid settlement proceeds as set for by the State of Texas.

BACKGROUND

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

Both agreements both contain industry-changing injunctive terms. The distributors will be subject to more oversight and accountability, including an independent monitor, to prevent deliveries of opioids to pharmacies where diversion and misuse occur. They will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids.

ANALYSIS

The two agreements provide for \$26 billion in payments over 18 years, with \$23.9 billion available for opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Subdivisions can only participate in the agreement if their state participates. Texas' combined share is almost \$1.5 billion: \$1.17 billion from the distributors and \$268 million from J&J. Distribution within Texas is handled through the Texas Term Sheet, an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments. Once the state agrees to participate, then the more subdivisions that join, the more money everyone in Texas will receive. Future opioid litigation may result in suspension and reduction of payments. Even without full resolution of claims, states and subdivisions can still receive substantial payments by resolving a significant portion of current and future claims.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Attachment
term sheet
Attachment
Attachment
Resolution

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARF*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“*NAS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**TEXAS OPIOID ABATEMENT FUND COUNCIL AND
SETTLEMENT ALLOCATION TERM SHEET**

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, through its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

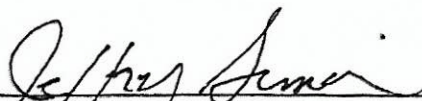


KENNETH PAXTON, JR.
ATTORNEY GENERAL

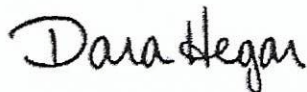
FOR THE SUBDIVISIONS
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JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

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EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. Statewide Members.

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. Regional Members.

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Lorraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broaddus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Winderest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnssboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million

Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltrie, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 21-107

STATE OF TEXAS

COUNTY OF GALVESTON

BE IT REMEMBERED, at a regular meeting of the City Commission of Texas City, Galveston County, Texas, held on the, 17th day of November, 2021, a motion was made by _____ Commissioner of District ____ and seconded by _____ Commissioner of District _____, the following Resolution was adopted:

WHEREAS, the City of Texas City obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as **Exhibit “A”**; and

WHEREAS, Special Counsel and the State of Texas have recommended that the City support the adoption and approval the Texas Term Sheet in its entirety.

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

SECTION 1: Support the adoption and approval the Texas Term Sheet in its entirety; and

SECTION 2: Finds as follows:

a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about ; and

b.

b. The City Commission supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS’ OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as **Exhibit A**.

The City Commissioners understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.

PASSED AND ADOPTED this 17th day of November 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

CITY COMMISSION REGULAR MTG

(11) (f)

Meeting Date: 11/17/2021

Bid # 2021-408 Humble Camp Road Drainage Project

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award a contract for bid # 2021-408 Humble Camp Road Drainage Project to AR Turnkee Construction Company Inc.

BACKGROUND

On September 28, 2021, a "Notice to Bidders" was sent to the Galveston County Daily News and was advertised on both, October 05, 2021 and October 12, 2021. Bid packets were made available to local area vendors via CivCast. Six bids were received, opened, and read aloud on October 21, 2021 at 11:00 a.m..

The lowest responsible bidder meeting all of the requirements is AR Turnkee Construction Company Inc.. The total amount bid is \$157,661.00.

Funding is made possible through the American Rescue Plan Grant.

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

ANALYSIS

It is the recommendation of ARKK Engineers, LLC. and the Public Works Department to award bid number 2021-408 Humble Camp Road Drainage Project to AR Turnkee Construction Company Inc. for the total amount of \$157,661.00 and that the Mayor is authorized to execute a contract on behalf of the Commission. It is further recommended that the Mayor is authorized to approve any change order, not to exceed 25% of the original amount, without bringing the matter before the Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution



October 25, 2021

Mr. Jack Haralson
Director of Public Works
City of Texas City
7800 Emmett F. Lowry Expy,
Texas City, Texas 77591

Re: **Letter of Recommendation for Humble Camp Road Drainage Project - BID #2021-408**
City of Texas City, Texas
ARKK Job No. 20-042

Dear Mr. Haralson:

On Thursday, October 21, 2021, the City of Texas City received six (6) bids for the above referenced project. This project generally includes the replacement of existing storm sewer culverts with dual 8'x4' RCB culverts crossing Humble Camp Road.

1. Bid Tabulation Sheet – Six (6) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The bids for the project are as follows:

<u>BIDDER</u>	<u>TOTAL BID</u>
AR Turnkee Construction Company, Inc.	\$ 157,661.00
Tandem Services, LLC.	\$ 221,985.00
POURTX, LLC.	\$ 228,410.00
Lucas Construction Company, Inc.	\$ 250,020.00
WadeCon, LLC.	\$ 286,020.00
Green Dream International, LLC.	\$ 295,664.00

AR Turnkee Construction Company, Inc. provided a list of references and qualifications with their bid. AR Turnkee Construction Company, Inc. has successfully completed Westbury & Tarpey Road Drainage Improvements Project for the City of Texas City recently and the work was completed satisfactorily. AR Turnkee Construction Company, Inc. is aware of City's requirements and expectations. AR Turnkee Construction Company, Inc. appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner.

For these reasons, we recommend that the City of Texas City award the **Humble Camp Road Drainage Project to AR Turnkee Construction Company, Inc. for a total amount of \$157,661.00.**

If you have any questions, please contact me.

Sincerely,
ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.
Senior Project Manager

Humble Camp Road Drainage Project
 BID #2021-408

				1		2		3		4		5		6	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER		Tandem Services, LLC.		POURTX, LLC.		Lucas Construction Company, Inc.		WadeCon, LLC.		Green Dream International, LLC.	
				AR Tumkeo Construction Company Inc.											
BASE BID - GENERAL ITEMS:															
1	Mobilization (Not to Exceed 3% of Total Bid), Complete in Place, the Sum of:	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,400.00	\$ 6,400.00	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 4,950.00	\$ 4,950.00
2	Traffic Control and Regulation, Complete in Place, the Sum of:	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 9,000.00	\$ 9,000.00	\$ 20,000.00	\$ 20,000.00	\$ 3,850.00	\$ 3,850.00
3	Cash Allowance for Material Testing, Complete in Place, the Sum of:	AL	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
4	Allowance for use by Contractor for General Construction Items as directed by the City (Fixed Amount: \$10,000.00)	AL	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL GENERAL ITEMS:				\$ 43,000.00	\$ 43,000.00	\$ 29,000.00	\$ 29,000.00	\$ 36,400.00	\$ 36,400.00	\$ 31,500.00	\$ 31,500.00	\$ 43,000.00	\$ 43,000.00	\$ 23,800.00	\$ 23,800.00
PAVING AND DRAINAGE ITEMS:															
5	Remove and Dispose Existing 48" CMP/RCP Storm Sewer, Complete in Place, the Sum of:	LF	175	\$ 30.00	\$ 5,250.00	\$ 45.00	\$ 7,875.00	\$ 50.00	\$ 8,750.00	\$ 60.00	\$ 10,500.00	\$ 30.00	\$ 5,250.00	\$ 137.50	\$ 24,062.50
6	Remove and Dispose Existing Wooden Bulkheads, Complete in Place, the Sum of:	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 26,400.00	\$ 26,400.00
7	Remove and Dispose Asphalt Pavement Includes Base Material and Sawcutting, Complete in Place, the Sum of:	SY	170	\$ 25.00	\$ 4,250.00	\$ 40.00	\$ 6,800.00	\$ 40.00	\$ 6,800.00	\$ 15.00	\$ 2,550.00	\$ 30.00	\$ 5,100.00	\$ 49.50	\$ 8,415.00
8	12" Cement Stabilized Crushed Base, Complete in Place, the Sum of:	SY	235	\$ 45.00	\$ 10,575.00	\$ 48.00	\$ 11,280.00	\$ 60.00	\$ 14,100.00	\$ 60.00	\$ 11,750.00	\$ 70.00	\$ 16,450.00	\$ 104.50	\$ 24,557.50
9	3" HMAC Type D Surface Course, including Tack Coat, Complete in Place, the Sum of:	TON	28	\$ 85.00	\$ 2,380.00	\$ 350.00	\$ 9,800.00	\$ 320.00	\$ 8,960.00	\$ 250.00	\$ 7,000.00	\$ 300.00	\$ 8,400.00	\$ 154.00	\$ 4,312.00
10	8' x 4' Reinforced Concrete Box (RCB), includes Casting Box Ends w/ Headwall, Complete in Place, the Sum of:	LF	66	\$ 1,021.00	\$ 67,386.00	\$ 900.00	\$ 59,400.00	\$ 1,250.00	\$ 82,500.00	\$ 1,400.00	\$ 92,400.00	\$ 1,250.00	\$ 82,500.00	\$ 1,278.00	\$ 84,216.00
11	Proposed Headwall, per Detail, Complete in Place, the Sum of:	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 38,000.00	\$ 76,000.00	\$ 25,000.00	\$ 50,000.00	\$ 37,500.00	\$ 75,000.00	\$ 55,000.00	\$ 110,000.00	\$ 30,800.00	\$ 61,600.00
12	Regrade Existing Ditch, Complete in Place, the Sum of:	LF	250	\$ 6.00	\$ 1,500.00	\$ 40.00	\$ 10,000.00	\$ 20.00	\$ 5,000.00	\$ 20.00	\$ 5,000.00	\$ 20.00	\$ 5,000.00	\$ 60.50	\$ 15,125.00
13	Rock Berm Dam, Complete in Place, the Sum of:	LS	1	\$ 250.00	\$ 250.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 12,100.00	\$ 12,100.00
14	Trench Safety Systems, Complete in Place, the Sum of:	LF	50	\$ 5.00	\$ 250.00	\$ 10.00	\$ 500.00	\$ 125.00	\$ 6,250.00	\$ 100.00	\$ 5,000.00	\$ 10.00	\$ 500.00	\$ 137.50	\$ 6,875.00
TOTAL PAVING AND DRAINAGE ITEMS:				\$ 110,841.00	\$ 110,841.00	\$ 185,355.00	\$ 185,355.00	\$ 187,360.00	\$ 187,360.00	\$ 214,700.00	\$ 214,700.00	\$ 239,200.00	\$ 239,200.00	\$ 267,663.00	\$ 267,663.00
SUPPLEMENTAL ITEMS:															
15	Wet Condition Bedding for 8'x4' RCB Storm Sewer Installation, All depths, Complete in Place, the Sum of:	LF	66	\$ 20.00	\$ 1,320.00	\$ 55.00	\$ 3,630.00	\$ 25.00	\$ 1,650.00	\$ 20.00	\$ 1,320.00	\$ 20.00	\$ 1,320.00	\$ 22.00	\$ 1,452.00
16	Install extra cement stabilized sand backfill, Complete in Place, the Sum of:	CY	100	\$ 25.00	\$ 2,500.00	\$ 40.00	\$ 4,000.00	\$ 30.00	\$ 3,000.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 27.50	\$ 2,750.00
TOTAL SUPPLEMENTAL ITEMS:				\$ 3,820.00	\$ 3,820.00	\$ 7,630.00	\$ 7,630.00	\$ 4,650.00	\$ 4,650.00	\$ 3,820.00	\$ 3,820.00	\$ 3,820.00	\$ 3,820.00	\$ 4,202.00	\$ 4,202.00
TOTAL BASE BID + SUPPLEMENTAL ITEMS:				\$ 157,661.00	\$ 157,661.00	\$ 221,985.00	\$ 221,985.00	\$ 228,410.00	\$ 228,410.00	\$ 250,020.00	\$ 250,020.00	\$ 286,020.00	\$ 286,020.00	\$ 295,665.00	\$ 295,665.00

RESOLUTION NO. 21-108

A RESOLUTION APPROVING BID NUMBER 2021-408 HUMBLE CAMP ROAD DRAINAGE PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was published on October 5, 2021, and October 12, 2021. Bids packets were made available to local area vendors for Bid No. 2021-408 Humble Camp Road Drainage Project; and

WHEREAS, bids were opened on October 21, 2021, and the low responsible bid meeting all the specifications was received from AR Turnkee Construction Company, Inc., Houston, Texas; and

WHEREAS, funds are made available through the American Rescue Plan Grant; and

WHEREAS, the Public Works Department recommends awarding Bid No. 2021-408 Humble Camp Road Drainage Project to AR Turnkee Construction Company, Inc. for the total amount bid of \$157,661.00.

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. 2021-408 Humble Camp Road Drainage Project to AR Turnkee Construction Company, Inc.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with AR Turnkee Construction Company, Inc. for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes, and authorizing the Mayor to approve any change order, not to exceed 25% of the original amount, without bringing the matter before the Commission.

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

PASSED AND ADOPTED this 17th day of November 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

CITY COMMISSION REGULAR MTG

(11) (g)

Meeting Date: 11/17/2021

2022-002 CODE COMPIANCE ABATEMENT RESIDENTIAL SUBSTANDARD STRUCTURE
DEMOLITION BID

Submitted For: Debbie Gurka, Administration

Submitted By: Debbie Gurka,
Administration

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

approving award of contract for the 2022-002 Code Compliance Abatement Residential Substandard Structure Demolition. (Purchasing)

BACKGROUND

Bid packets were distributed on October 20, 2021 to seven (7) contractors. Two (2) bid submittals was received from Grant MacKay of Houston and Quality Preservations of La Marque. Bids were opened and reviewed on November 11, 2021 at 2:00 p.m..

The vendor submitting the most responsible bid meeting all specifications and lowest price is Grant MacKay. It is the recommendation of the Fire Department and the Purchasing Office to award the contract to Grant MacKay.

A Bid Tabulation and Letter of Recommendation is attached.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Bid Tabulation

Letter of Recommendation

RESOLUTION NO. 21-109

A RESOLUTION APPROVING BID NUMBER 2022-002 CODE COMPLIANCE ABATEMENT RESIDENTIAL SUBSTANDARD STRUCTURE DEMOLITION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was distributed on October 20, 2021, to local area vendors for Bid No. 2022-002 Code Compliance Abatement Residential Substandard Structure Demolition; and

WHEREAS, bids were opened on November 11, 2021, and the low responsible bid meeting all the specifications was received from Grant MacKay, Houston, Texas; and

WHEREAS, funds are made available through the 2021/2022 Fiscal Year Budget; and

WHEREAS, the Public Works Department recommends awarding Bid No. 2022-002 Code Compliance Abatement Residential Substandard Structure Demolition to Grant MacKay for the total amount 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. 2022-002 Code Compliance Abatement Residential Substandard Structure Demolition to Grant MacKay.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Grant MacKay 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 17th day of November 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

2022-002 CODE COMPLIANCE ABATEMENT RESIDENTIAL SUBSTANDARD STRUCTURE DEMOLITION

BID TABULATION

VENDOR	DESCRIPTION	UNIT	PRICE
GRANT MACKAY	Residential structure with pier and beam per square foot, inclusive of all costs.	SF	\$2.50
	Residential structure with slab foundation per square foot, inclusive of all costs.	SF	\$2.75
	Exposed concrete slab and/or driveways up to approach, 6 inches thick or less per square foot, inclusive of all costs.	SF	\$.95
	Accessory structures, shed/detached garage on slab, per square foot, inclusive of all costs.	SF	\$2.75
	Accessory structures, shed/detached garage on grade, no slab, per square foot, inclusive of all costs.	SF	\$2.75
	Fill dirt. Minimum 60% sand, 40% fill dirt.	SF	\$22.50
	Emergency demolition or special circumstances per each address/location, per square foot. This will be a onetime cost per each address or location inclusive of all costs.	SF	\$3.50

VENDOR	DESCRIPTION	UNIT	PRICE
QUALITY PRESERVATION 1. No Bid Security 2. No Conflict of Interest signed 3. No Proof of Insurance	Residential structure with pier and beam per square foot, inclusive of all costs.	SF	\$4.00
	Residential structure with slab foundation per square foot, inclusive of all costs.	SF	\$4.75
	Exposed concrete slab and/or driveways up to approach, 6 inches thick or less per square foot, inclusive of all costs.	SF	\$1.85
	Accessory structures, shed/detached garage on slab, per square foot, inclusive of all costs.	SF	\$3.50
	Accessory structures, shed/detached garage on grade, no slab, per square foot, inclusive of all costs.	SF	\$3.50
	Fill dirt. Minimum 60% sand, 40% fill dirt.	SF	\$135.00
	Emergency demolition or special circumstances per each address/location, per square foot. This will be a onetime cost per each address or location inclusive of all costs.	SF	\$4.25

Texas City Fire Department
Memorandum

To: Debbie Gurka, Purchasing Director
From: David Zacherl, Fire Chief
Date: November 9, 2021
Re: Bid #2022-002 Code Compliance Abatement for
Residential Substandard Structure Demolition

After reviewing the bids opened on November 9, 2021 at 2:00 p.m. it is my recommendation that we award the bid to Grant Mackay Company, Inc. as the lowest, responsible total bidder meeting all of the specifications in accordance with the Request for Bids document.

If you have any questions or desire additional information, please contact me at your earliest convenience.

Thanks!

David B. Zacherl
Fire Chief
(Electronically Signed)

“Working Together to Enhance the Community”

CITY COMMISSION REGULAR MTG

(11) (h)

Meeting Date: 11/17/2021

2022-003 ELECTRICAL SUPPLIES, LAPS AND BALLAST ANNUAL CONTRACT

Submitted For: Debbie Gurka, Administration

Submitted By: Debbie Gurka,
Administration

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Awarding the contract for the 2022-003 annual contract for Electrical Supplies, Lamps and Ballasts.

BACKGROUND

Bid packets were distributed to four (4) area vendors. Although some vendors submitted questions concerning the bid packet and Addendum was distributed, only one vendor submitted a bid.

The bid was opened on November 9, 2021 at 10:00 p.m. The bid met all specifications and requirements.

It is the recommendation of City Electrician, Tony Mancuso and the Purchasing Department to award contract to Wholesale Electric of Texas City. Wholesale Electric has served the City well in the past and is in driving distance that is convenient to the City.

Bid Tabulation Attached.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Bid Tabulation

RESOLUTION NO. 21-110

A RESOLUTION APPROVING BID NUMBER 2022-003 ELECTRICAL SUPPLIES, LAMPS, AND BALLAST ANNUAL CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was distributed on October 21, 2021, and October 28, 2021, to local area vendors for Bid No. 2022-003 Electrical Supplies, Lamps, and Ballast Annual Contract; and

WHEREAS, bids were opened on November 9, 2021, and the low responsible bid meeting all the specifications was received from Wholesale Electric, Texas City, Texas; and

WHEREAS, funds are made available through the 2021/2022 Fiscal Year Budget; and

WHEREAS, the Public Works Department recommends awarding Bid No. 2022-003 Electrical Supplies, Lamps, and Ballast Annual Contract to Wholesale Electric for the total amount 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. 2022-003 Electrical Supplies, Lamps, and Ballast Annual Contract to Wholesale Electric.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Wholesale Electric 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 17th day of November 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

BID TABULATION

Bid # 2022-003

Electrical Supplies, Lamps and Ballast Annual Contract

Bid Opening: Tuesday, 11/9/2021 at 10:00 am

VENDOR	SECTION 1 TOTAL BID	SECTION 2 TOTAL BID
WHOLESALE ELECTRIC	27,957.50	27,061.57

CITY COMMISSION REGULAR MTG

(12) (a)

Meeting Date: 11/17/2021

Chapter 150 'Building Regulations;

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. 21-34, amending Chapter 150 'Building Regulations; Construction" related to additional authority regarding substandard structures.

BACKGROUND

It is not uncommon for a situation to arise that requires the immediate demolition of buildings in Texas City. In the last two years alone, there have been two home and two apartment complexes that were destroyed by fire and were unsafe. The owners failed to secure the structures and the City had to demolish them.

This requested Ordinance amendment incorporates the City's previous policy with regard to the emergency demolition of unsafe structures. The City of San Antonio's Ordinance that dealt with their emergency demolition procedures was challenged in federal court. The United States Court of Appeals for the Fifth Circuit found them to be constitutional.

This Ordinance mirrors the City of San Antonio's Ordinance dealing with the emergency demolition of unsafe structures to ensure the City's procedures are equally lawful.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 21-34

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, OF THE CITY OF TEXAS CITY, TEXAS, TITLE XV - LAND USAGE, CHAPTER 150, "BUILDING REGULATIONS; CONSTRUCTION", REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; DISPENSING WITH THE CHARTER REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION

WHEREAS, there is a need to amend The Code of Ordinances of the City of Texas City, Texas, Title XV - Land Usage, Chapter 150, Building Regulations; Construction, to update information contained in the Code, and

WHEREAS, there is a need to address the minimum fire and safety standards of building construction within the City, and

WHEREAS, there is a need to clarify the additional authority regarding substandard buildings, and

WHEREAS, upon recommendation of the Fire Chief and Fire Marshal and full review and consideration of all matters related and attendant thereto, the City Commission determines that amending Title XV - Land Usage, Chapter 150, Building Regulations; Construction will promote the health, safety, and general welfare of the City and the safe, orderly, and healthful development of the City;

WHEREAS, the City Commission determines that amending Title XV – Land Usage, Chapter 150, Building Regulations; Construction will promote the health, safety, morals, and general welfare of the City and the safe, orderly, and healthful development of the City;

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

SECTION 1: The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact, and

SECTION 2: The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to promote health, safety, morals, or general welfare and the safe, orderly, and healthful development of the municipality, and

SECTION 3: The City of Texas City's Code of Ordinances, Section 150.038 is hereby created as follows:

§350.038 Emergency Demolitions.

(A) Emergency arising from sudden acts or occurrences.

(1) Where it appears to the fire marshal, director of community development, or chief building official or their designees, that due to structural defects or conditions arising from, but not limited to, fire, accident, water damage, vandalism, or other sudden act or occurrence thereby threatening the structural integrity of a building, there is clear and imminent danger to the life, safety or property of any person unless the building is immediately demolished, either of these aforesaid officials shall declare its immediate vacation and demolition regardless of the date of construction. The concurrence of the other two aforesaid officials shall be required prior to execution of the commencement of the demolition. Such concurrence shall include a determination that under the circumstances no other abatement procedure is reasonably available except demolition.

(2) Notice that the structure has been determined to be a clear and imminent danger to life, safety or property of any person shall be issued:

a. By placard affixed to the property or by stake driven into the ground. It shall be unlawful for any person to remove the posted notice without written permission from the fire marshal and no unauthorized person shall enter the building for any purpose.

(B) Emergency arising from long-term deterioration.

(1) Where it appears to the fire marshal, director of community development, or chief building official or their designees, that structural defects or conditions arising from long-term deterioration threaten the structural integrity of a building such that there is clear and imminent danger to the life, safety or property of any person unless the building is immediately demolished, either of these aforesaid officials shall declare its immediate vacation and demolition. The concurrence of the other two aforesaid officials shall be required prior to the execution of the commencement of the demolition. Such concurrence shall include a determination that under the circumstances no other abatement procedure is reasonably available except demolition. Upon a determination that an emergency demolition is warranted by either (A) or (B) above, the following actions shall be taken:

(2) Notice that the structure has been determined to be a clear and imminent danger to life, safety or property of any person shall be issued:

a. By placard affixed to the property or by stake driven into the ground. It shall be unlawful for any person to remove the posted notice without written permission of the director of development services and no unauthorized person shall enter the building for any purpose;

b. Via hand-delivery to the owner(s) of record per the Galveston County Appraisal District records only if the owner(s) resides within Galveston County; or

c. If hand-delivery to the owner(s) of record per the Galveston County Appraisal District records for owner(s) residing within Galveston County is not able to be accomplished after reasonable efforts are made, Notice may be given in whatever means are available to afford the owner(s) with such Notice as determined by the City Attorney; and

d. By email to the Mayor.

(3) Within seventy-two (72) hours of notice, a plan of action to stabilize the structure must be developed and presented to the fire marshal, the director of community development, or chief building official. Said plan of action shall then be approved by the Director of Engineering & Planning or their designee.

a. If the plan is approved, said plan must be implemented within forty-eight (48) hours of approval. If stabilization of the structure is begun within forty-eight (48) hours of approval, the structure shall be scheduled for the next available hearing before the Texas City Municipal Court of Record for presentation of a scope of work with dates certain for completion of rehabilitation, or

b. If the plan is determined to be infeasible by the fire marshal, the director of community development or chief building official the required affidavits shall be executed for commencement of the emergency demolition.

c. The emergency demolition process shall commence not later than ninety-six (96) weekday hours, exclusive of weekends and holidays, after the last required written concurrence is made.

d. After execution of the emergency demolition, the officials responsible shall:

(1) File copies of the affidavits in the real property records of Galveston County, Texas; and

(2) Provide notice to the owner(s) and lienholders/mortgagees of record.

e. The historical designation, location or significance of a building or structure shall not prohibit, prevent, or stay an emergency demolition of a dangerous building or structure determined to be a clear and imminent danger to the life, safety or property of any person. Demolition shall be the remedy of last resort and if the structure can be vacated and secured and feasibly repaired or the

condition remedied so that the structure shall no longer be an imminent danger it shall first be ordered.

f. The city, as a home-rule city, adopts the foregoing emergency abatement action pursuant to TEX. LOCAL GOV'T CODE § 214.002, and the powers of self-rule granted by the voters under the City Charter as authorized by the Constitution of the state.

(4) The City has the same authority to assess expenses incurred under this section as it has to assess expenses under TEX. LOCAL GOV'T CODE § 214.001(n). A lien is created under this section in the same manner that a lien is created under TEX. LOCAL GOV'T CODE § 214.001(n) and is subject to the same conditions as a lien created under that section.

SECTION 4: This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

SECTION 5: It is hereby declared to be the intention of the City Commission of the City of Texas City, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6: All rights and privileges of the City of Texas City, Texas, are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7: This Ordinance shall be effective immediately upon the passage, approval and publication as required by law.

SECTION 8: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of the City Commission.

PASSED AND ADOPTED this 17th day of November, 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