

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JUNE 15, 2022 - 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

Manuel Johnson	Police	06/22/2007	15 years
Minerva Solis-Contreras	Parks & Recreation	06/14/2007	15 years
Bryan Carroll	Public Works	06/11/2007	15 years
Elizabeth Bledsoe	Parks & Recreation	06/06/2007	15 years
Byron Howard	Public Works	06/04/2007	15 years
 - (b) Promotion
Royce Medina to Battalion Chief
Steven Hendershot to Captain
Louis Diaz to Engineer
Tanner Gower to Engineer
- (5) REPORTS
 - (a) Senior Citizens Program (Recreation and Tourism)
- (6) PUBLIC HEARING

- (a) Beazer Homes Texas, LP requests to rezone from "A-1" (Single Family Residential) to "I" (Planned Unit Development) to construct a Master Planned Community within the City of Texas City.

(7) PRELIMINARY ZONING APPROVAL

- (a) Consider and take action on the Zoning Change Request from Beazer Homes Texas, LP to rezone from "A-1" (Single Family Residential) to "I" (Planned Unit Development) to construct a Master Planned Community within the City of Texas City.

(8) PUBLIC COMMENTS

(9) CONSENT AGENDA

- (a) Approve City Commission Minutes for June 1, 2022 meeting. (City Secretary)

- (b) Consider and take action on Resolution No. 2022-052, selecting and approving the appointment of a Mayor Pro-Tem. (Legal)

- (c) Consider and take action on Resolution No. 2022-053, approving a Master Plan, PUD application and Development Agreement between the City of Texas City and Beazer Homes Texas, LP for the subdivision of approximately 55.58 acres to develop approximately 137 lots for the construction of detached single family dwellings in accordance with the approved PUD, the zoning code and all applicable City codes and ordinances. (City Engineer)

- (d) Consider and take action on Resolution No. 2022-054, consenting to the annexation of certain land comprising the Brookwater Subdivision into Galveston County Municipal District No. 79 upon certain conditions and further providing therewith. (City Engineer)

(10) COMMISSIONERS' COMMENTS

(11) MAYOR'S COMMENTS

(12) ADJOURNMENT

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

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 JUNE 10, 2022, 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: 06/15/2022

June 2022 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST

Service Awards

Manuel Johnson	Police	06/22/2007	15 years
Minerva Solis-Contreras	Parks & Recreation	06/14/2007	15 years
Bryan Carroll	Public Works	06/11/2007	15 years
Elizabeth Bledsoe	Parks & Recreation	06/06/2007	15 years
Byron Howard	Public Works	06/04/2007	15 years

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 06/15/2022

Promotions:

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Promotion: Royce Medina to Battalion Chief

Steven Hendershot to Captain

Louis Diaz to Engineer

Tanner Gower to Entineer

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 06/15/2022

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Senior Citizens Program (Recreation and Tourism)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Report

Nessler Senior Program

City Commission 2022



Texas City
EST. 1911

Parks, Rec. & Tourism
DEPARTMENT



CITY OF TEXAS CITY



What is a Senior Center?

A community center for older adults, especially senior citizens, in which they can gather for social, educational, and other activities:

Why are Senior Centers important?

Today seniors are staying active and healthy for longer thanks to improvements in healthcare and other resources. This causes seniors to stay independent longer. Senior citizen centers can provide a supportive community while allowing them to stay independent.

As we get older, our needs change. Staying in your own home and receiving aged care can allow you to enjoy familiar environment, but you can easily become isolated.



Our Mission:

The Nessler Staff is dedicated to designing, promoting, and implementing programs and services that will enrich, educate and enhance the lives of older adults.

Benefits of a Senior Center



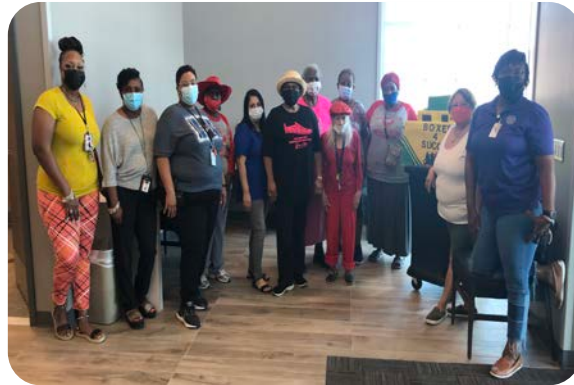
- ✓ No Fee to join
- ✓ Helps prevent isolation and loneliness
- ✓ Stay active healthy
- ✓ Engages mind
- ✓ Connect with peers and the community
- ✓ Volunteer opportunities
- ✓ Physical activity is encouraged
- ✓ Free resources
- ✓ Increase level of health, social interaction and life satisfaction
- ✓ Chance to learn a new skill or develop an existing one

Goal:

To help seniors maintain their independence and wellbeing.

Services:

- Transportation to and from the Center, special outings, field trips, errands etc.
- SER Trainee Employment Opportunities
- Health Screenings – A1C, High blood Pressure and H2o
- Monthly Presentations
- Information and Referral Services, etc.
- Transportation Enrichment Program: The service is provided to groups of seniors 60 years or older to travel 150 mile radius for various senior day trips.



Programs:


- Daily congregate Meal Program. Free of charge to seniors 60 years or older. Funded through HGAC Title III Federal Funding.
 - Oct. 2021 – Present 2,426 Meals
 - Oct. 2020 – Sept. 2021
- Fitness & Wellness activities
- Collaboration with Texas City Library Galveston County, SER Jobs, local Schools, Health Agency's, etc.
- Recreational Games
- Inspirational Classes
- Volunteer Programs
- Arts & Craft Classes
- Intergenerational Programs, etc



WE LOVE OUR SENIORS!

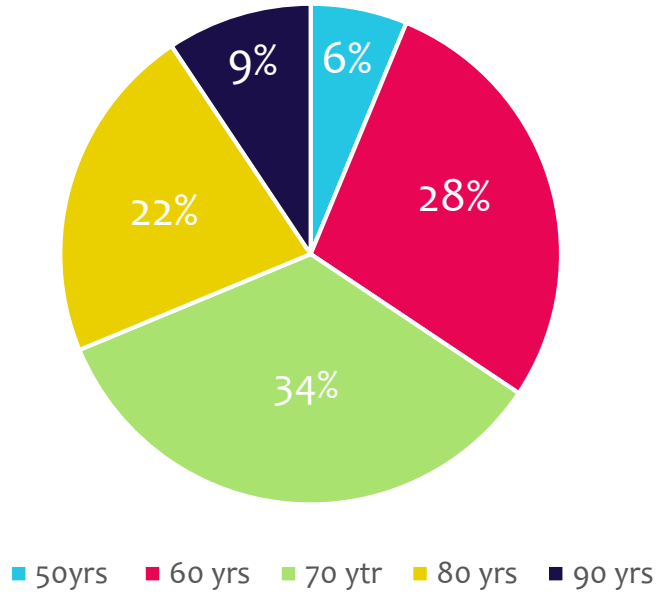


A look ahead

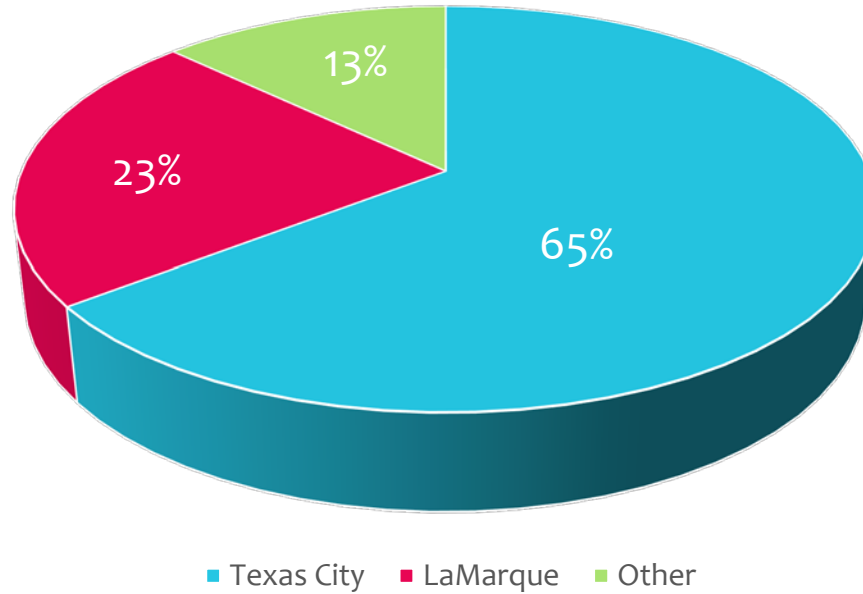
- United Way Face to Face Allocations Interview
 - National Senior Health and Fitness Day
 - Transportation Enrichment Trips
 - Annual Backyard Barbeque benefiting Seniors
 - Tai Chi Classes
 - Sit N Be Fit Zumba
 - Participating in City Parades
 - National Senior Center Month
 - Senior Health Expos
- 

Demographics

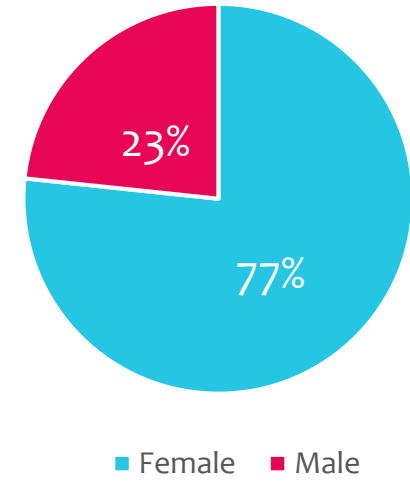
Age



City



Gender



CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 06/15/2022

Rezoning Request from Beazer Homes Texas, LP

Submitted For: Veronica Carreon, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Beazer Homes Texas, LP requests to rezone from "A-1" (Single Family Residential) to "I" (Planned Unit Development) to construct a Master Planned Community within the City of Texas City.

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Moses Lake Tract Staff Memo

Moses Lake Tract PUD Application

Moses Lake Tract Development Agreement

Beazer Homes - Moses Lake Tract Presentation

Zoning Commission Minutes 05-17-22

Memo

To: Zoning Commission – Regular Meeting – May 16, 2022

From: Kim Golden, Engineering & Planning

cc: Doug Kneupper, P.E.

Date: May 13, 2022

Re: Request to Rezone Moses Lake Tract from District A-1 - Single Family Residential to District I – Planned Unit Development.

Moses Lake Tract - The prospective owner and developer, Beazer Homes Texas, LP, proposes to develop a 55.58 acre tract located east of 23rd Street North, south of 34th Avenue North, and north of 28th Avenue North and Godard Park in Texas City, TC, with 137 single-family detached homes ranging in base price from \$264,990 - \$343,990 with a variety of lot sizes. The proposed lot mix shown on the proposed master plan is as follows:

50' – 60' lot width	73 lots	53%
60' – 70' lot width	40 lots	29%
Over 70' width	24 lots	18%

There is no single zoning district to accommodate this variety in lots sizes, so staff and the developer chose to pursue the Planned Unit Development (PUD), which is presented for Planning Board approval before moving to the Zoning Commission for action regarding the zoning change. Under the District I zoning designation a variety of lot sizes can be arranged along with amenities such as landscaped entryways, parks, and open spaces.

Existing conditions: The subject location is presently zoned District A-1. The adjacent properties to the north and west are zoned District A-1 and fully developed as single family residential in compliance with the requirements of the zoning district. The property south of the subject location is bounded by Godard Park, a large section of fully developed single family

residential properties and an undeveloped 4.59 acre tract adjacent to the existing drainage canal. The subject location is bounded on the east by an existing drainage canal. The area east of and adjacent to the east side of the drainage canal is undeveloped but in the process of being acquired for addition to the Heron's Landing Subdivision. Heron's Landing Subdivision, Sections 1 through 8, was rezoned to District I – Planned Unit Development in 2016. Sections 1 and 2 are built out with approximately 70 occupied homes.

There is an existing 2.926 acre drill site in the northeast corner of the site which will remain. The listing agent represents the drill site as inactive.

Staff Analysis: The applicant brought a previous request to the Zoning Commission on February 22, 2022 which was not recommended for approval. The previous application was not recommended by the Zoning Commission in large part because existing property owners on 19th Street North voiced objections concerning: (1) increased traffic, (2) lack of capacity of the school system, (3) extension of 19th Street North into the subdivision. The new application does not include an extension of 19th Street North into the subdivision. The concerns expressed to the Zoning Commission regarding the previous application have been addressed with the new master plan and additional supporting information.

In reviewing the Masterplan, the total lot yield of 137 single family homes is approximately 2.6 units per acre.

An important component to a viable residential development is providing parks and meaningful open spaces. The PUD application and Exhibit B, Zoning Exhibit (Land Use Plan) incorporates walking/jogging trails as well as a 0.8 acre park/green space with playground equipment and seating areas, and landscaped entry reserves. It also shows use of the detention pond as a green space amenity with walking trails, benches and fountains. The size of the park shown complies with the minimum requirements of one-half acre per 100 homes. The park is located to the west side of the development, and the detention pond is located on the east side of the development. As previously mentioned, the subject location is adjacent to Godard Park to the southwest.

Although the PUD Application has representative amenities attached as Exhibit D, the Applicant is not committing to any particular amenities or enhancements such as a splash pad or playground unit at this time. The approved Masterplan for Brookwater Subdivision which is similar in size and quality of housing product includes a splash pad and playground equipment as part of the PUD Application. Staff recommends the designation of specific park amenities at the time of preliminary plat approval be a condition for approval of the Masterplan, Development Agreement and PUD Application for the Moses Lake Tract. Also, the parks should be introduced to the subdivision relatively early, and a schedule of construction for the features and amenities provided in each park clearly identified prior to approval of the Final Plat.

The PUD Application and Development Agreement require the creation of a Homeowner's Association that will be responsible for maintenance of parks and common areas. The HOA document should include 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 the subdivision will be from existing roadways 23rd Street North and 21st Street North. An all-weather surface and emergency crash gate will be installed at 19th Street North.

Developer will make the necessary off-site improvements to connect to the existing pavement sections.

Water and sewer facilities are readily available to this project and can be extended from existing mains. The existing water mains which traverse the property will need to be abandoned, removed and replaced with new mains located within the dedicated rights of ways of the new streets. Isolation valves will also need to be added by the developer in accordance with city standards.

Drainage and storm water management will be provided by the City. As each phase develops, there will be storm sewer outfalls into the City's rainwater drainage channel that is adjacent to the east boundary of this project. The subject location is low and will require significant fill. The developer advises suitable soil excavated from the detention pond location will be used for fill. The proposed drainage improvements are unlikely to cause any adverse impact to existing properties because the drainage plan will re-direct runoff which currently flows south into the 19th Avenue N storm drain to the east, into a new detention pond. The new detention pond will then drain directly into the City's improved outfall ditch.

Applicant provided a traffic impact study which shows no adverse impact to the traffic conditions at 23rd Street North and 21st Street North. The study confirms a connection through 19th Street North is not necessary to avoid traffic congestion at these intersections. However, the emergency crash gate connection is warranted to assure emergency access to the eastern most reaches of the development.

The subject location is served by the Texas City Independent School District and the Manuel Guajardo Jr Elementary School. The Guajardo Elementary School is a new, state of the art facility which has opened to students within the current school year. Communications with the District and school personnel confirmed the school and the system have more than sufficient capacity to serve the new development. The developer estimates the additional tax revenue to the District at full buildout as more than \$500,000 per year.

City staff has reviewed this Subdivision Masterplan, Development Agreement and PUD Application and has no objections to the zoning change request.

Staff recommends that any approval of the Master Land Use Plan, PUD Application or Development Agreement be conditioned upon the designation of specific park amenities with submission of the preliminary plat and the designation of a construction schedule for all amenities with submission of the final plat.

NOTICE to adjoining properties: In accordance with state law and city ordinances, written notice of the date, time and place of the Zoning Commission meeting together with a copy of the proposed master land use plan and the rezoning request was mailed on May 6, 2022 to adjoining property owners within 200ft of the subject location.

Copies of all written responses received prior to the public hearing will be provided to the Zoning Commission.

Role of the Zoning Commission: Zoning Ordinance Section 160.106 outlines the procedures for zoning change and amendments. The Zoning Commission is required to (1) conduct a public hearing following written notice being mailed to the owners of properties within 200 feet of the location of the proposed zoning; and (2) following the hearing to then review and make

recommendations to the City Commission regarding the zoning change request. The Zoning Commission can recommend approval or denial of the zoning change request. It is to make a report of its action to the City Commission.

The City Commission is the final authority for approving or denying the zoning change request.

TEXAS CITY PUD APPLICATION

Submitted by
EHRA ENGINEERING, INC.

February 28, 2022

Texas City PUD Application

The following application is submitted under Section 160.050 District I (PUD), Planned Unit Development

Project

Beazer Homes Texas, LP, (the “Developer”) intends to develop a 55.58-acre tract located west of 23rd Street North, south of 34th Avenue North, and north of 28th Avenue North and Godard Park in Texas City (the “City”). The aforementioned tract is located within a predominantly single-family residential area, with parks and vacant land being the only other land uses in the area. Upon completion, the community will consist of a mix of approximately 137 single-family detached homes ranging in base price from (\$264,990 – \$343,990) with lot sizes ranging from 50’x120’, 60’x120’ and 70’x120’. Multiple housing types will increase options for homebuyers and enhance the viability of the project. An all-weather access road and crash gate will be located at 19th Street North to provide access for emergency vehicles. Benefits to the City include important traffic circulation improvements, parkland dedication, and providing a compatible land use with the surrounding community. Developer is submitting this application to establish the parameters of development for the community and the obligations of both Developer and the City.

Project Details

1. The site is located west of 23rd Street North, south of 34th Avenue North, and north of 28th Avenue North and Godard Park (see attached survey “Exhibit A” and zoning exhibit “Exhibit B”).
2. The development will consist of a mix of approximately 137 single-family detached lots, ranging from 6,000 square feet to over 20,000 square feet, upon which built homes are expected to range in base price from (\$264,990-\$343,990). Typical lot sizes include 50’x120’, 60’x120’ and 70’x120’ (see attached land plan “Exhibit C”). The community will incorporate walking/jogging trails (see attached amenities plan “Exhibit D”), as well as a 0.8 acre park/green space with playground equipment and seating areas, and landscaped entry reserves. Decorative fencing will be required for the rear and side lot lines adjacent to the amenity pond, 23rd St. North, and the entryway from 23rd St. North. Multiple housing types will increase options for homebuyers and enhance the viability of the project. An all-weather access road and crash gate will be located at 19th Street North to provide access for emergency vehicles. Benefits to the City include important traffic circulation improvements, parkland dedication, and providing a compatible land use with the surrounding community.

3. The density will be approximately 2.5 units per acre.
4. There will be no non-residential uses.
5. All home construction will be standard one- and two-story dimensions, not exceeding 36 feet in height.
6. The property will drain to the east, into an amenity pond which will then drain into the drainage ditch to the east of that.
7. No portion of this tract lies within the floodplain as it is levee-protected and there are no jurisdictional wetlands (there are isolated wetlands but not jurisdictional) within the property boundaries.

Developer Obligations

Upon adoption of the PUD, Developer will commit to the following:

1. The property will be developed under the general time frame presented in "Exhibit E."
2. At a minimum Developer will provide green space/trails as delineated in "Exhibit D."
3. Before any housing units are constructed, Developer will form a homeowners association ("HOA") covering all residential units in the PUD. The HOA will be responsible for all subdivision and common area maintenance.
4. Developer will commit that development and buildout will follow all Texas City ordinances and regulations.
5. Developer will abandon and remove the existing water mains which traverse the property. Developer will relocate water mains into platted right-of-way within the property. Developer will also add isolation valves as required by the City upon review of the infrastructure improvement plans.
6. Developer will construct a 24' wide all-weather access road from 19th Street North. The all-weather access road will have a traffic load rating of H-20 as specified by the American Association of State and Highway Officials (AASHTO). Developer will also construct a Knox box and crash gate at connection from 19th street.

Exhibit 'B' - Zoning Exhibit

GENERAL NOTES:

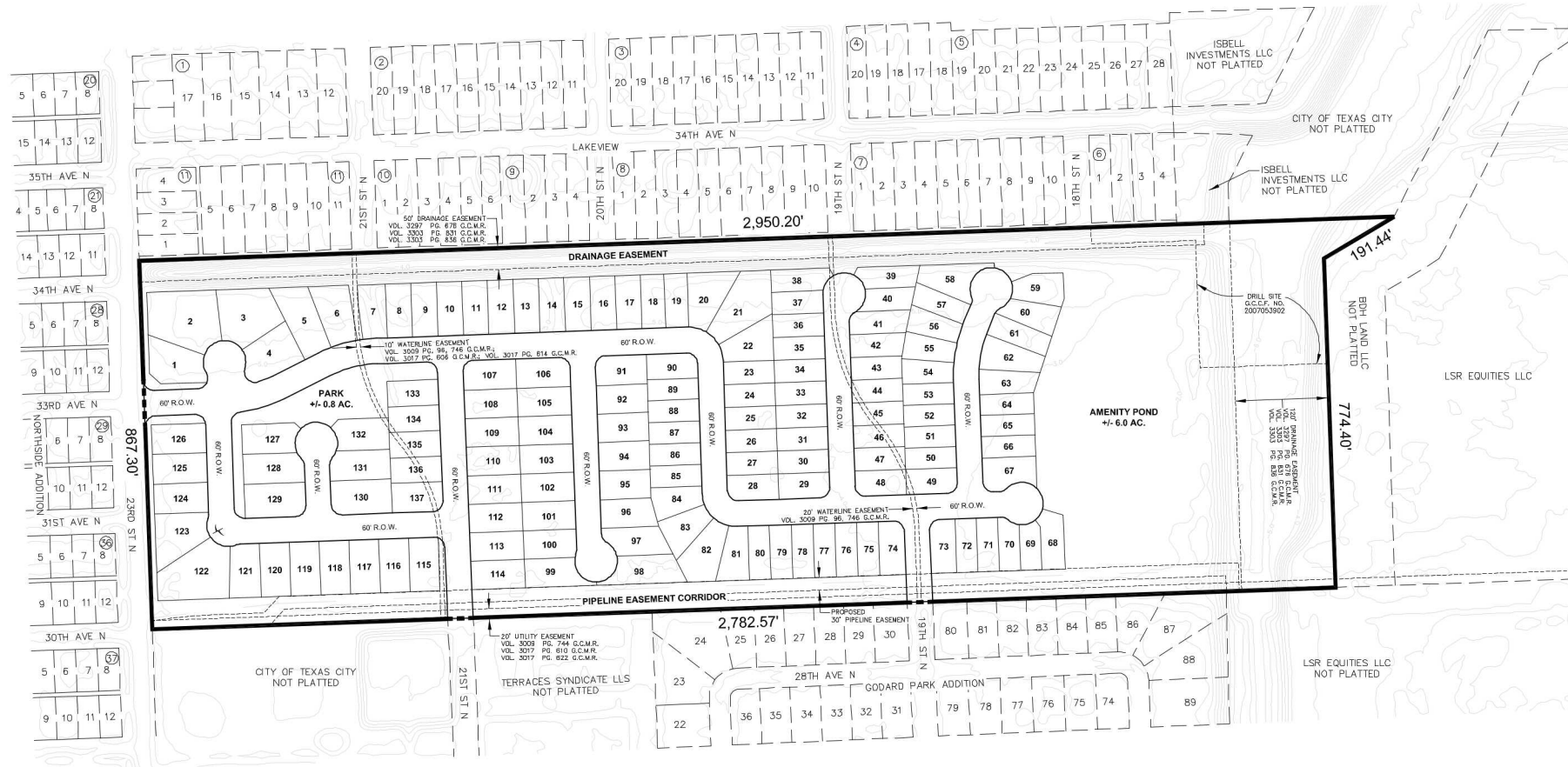
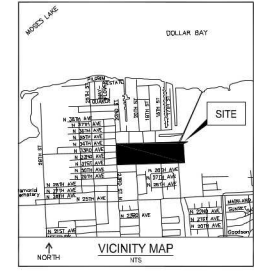
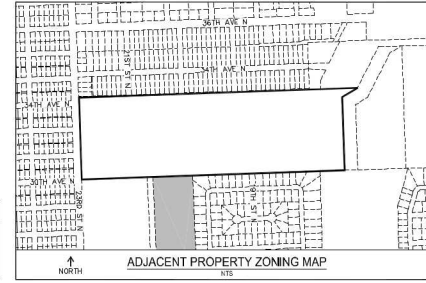
- G.C.C.F. Indicates "Galveston County Clerk's File"
G.C.M.R. Indicates "Galveston County Map Record"
NO. Indicates "Number"
PG. Indicates "Page"
R.O.W. Indicates "Right-of-Way"
VOL. Indicates "Volume"
* Indicates change in street name
- The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Gnd Coordinates (NAD 83) and may be brought to surface by applying the following combined scale factor: 0.999923865510.
- All side lot lines are either perpendicular or radial to street frontage unless otherwise noted.
- Proposed lot sizes include 50' x 120' (Typ.), 60' x 120' (Typ.), and 70' x 120' (Typ.)
- Proposed zoning: Planned Unit Development
- Zoning of adjacent property: A-1 (Single Family Residential) and C (Multi-Family Residential)
- Land use of adjacent property: multi-family dwellings, single-family detached residential dwellings, public parks, and vacant land
- No portion of this tract lies within the floodplain.
- The proposed density is 2.5 dwelling units per acre.
- Parkland required: 0.7 acres
Parkland provided: 0.9 acres

LOT WIDTH DATA

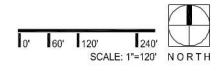
LOT WIDTH	NUMBER OF LOTS	PERCENTAGE
50'-60'	73	53%
60'-70'	40	29%
>70'	24	18%
TOTAL	137	100%

LEGEND

- SITE
- ZONE A-1
- ZONE C



OWNER CONTACT INFORMATION
 GILLBROS, LLC
 23 BURKICK STREET
 SUGAR LAND, TEXAS 77479
 281-565-3823



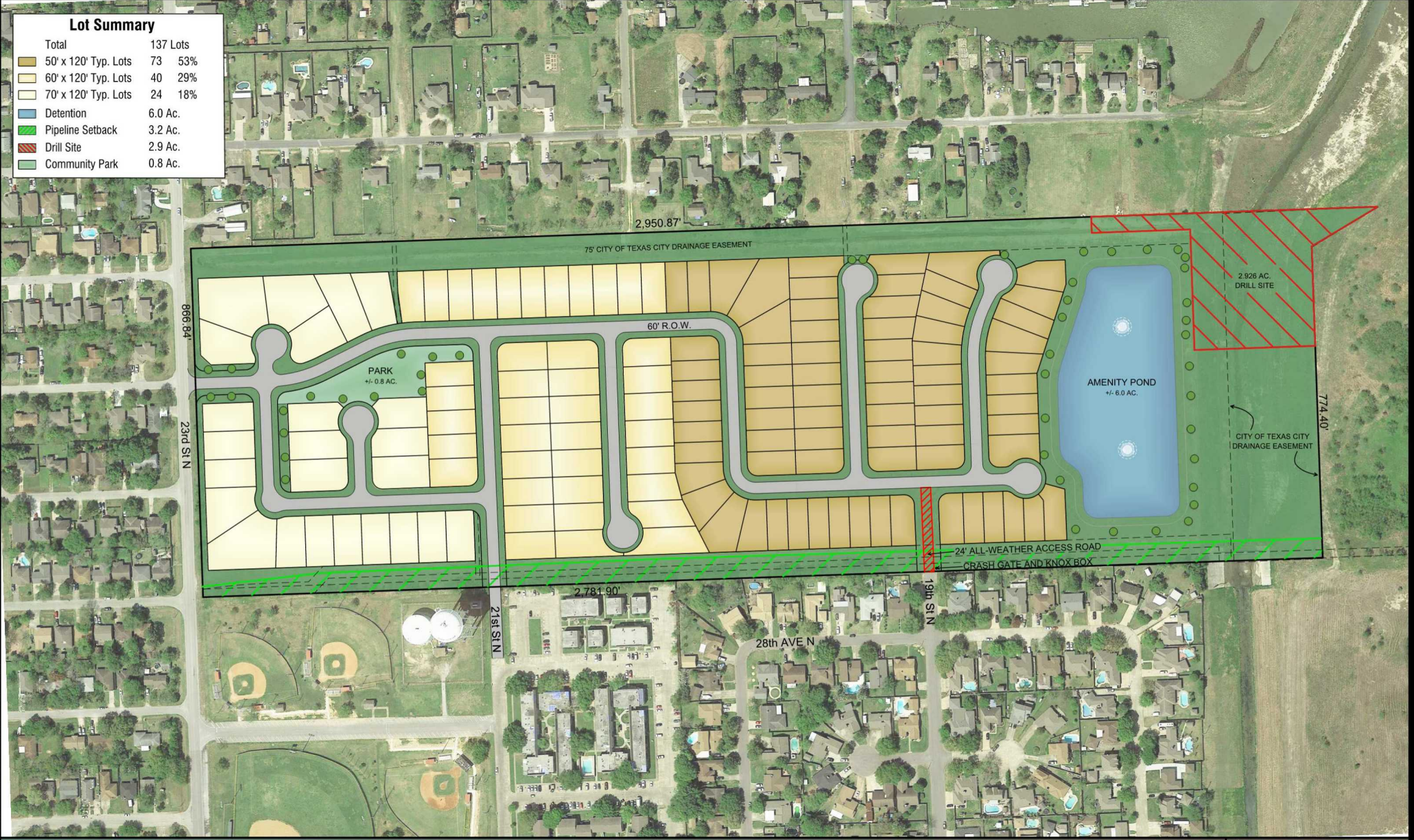
Moses Lake Tract: Zoning Exhibit
 A Subdivision of 55.58 acres out of the D.L. Richardson Survey, A-167, City of Texas City, Galveston County, Texas.

137 Lots and 4 Blocks
 Developer: Beazer Homes, LP, 10235 West Little York, Suite 200, Houston, TX 77040. (281) 686-1916

February 28, 2022

EHRA
 ENGINEERING THE FUTURE
 713.284.4500
 11010 Katy Road, Suite 100
 Houston, TX 77058
 TIPS No. 10092500
 EHRALCS No. 17148662

Exhibit 'C' - Land Plan



Moses Lake Tract - 137 Lots

A 55.58 Acre Community located in Galveston County, Texas.

February 28, 2022

0' 50' 100' 200' SCALE: 1"=100'

N OR T H

EHRA
ENGINEERING THE FUTURE SINCE 1988

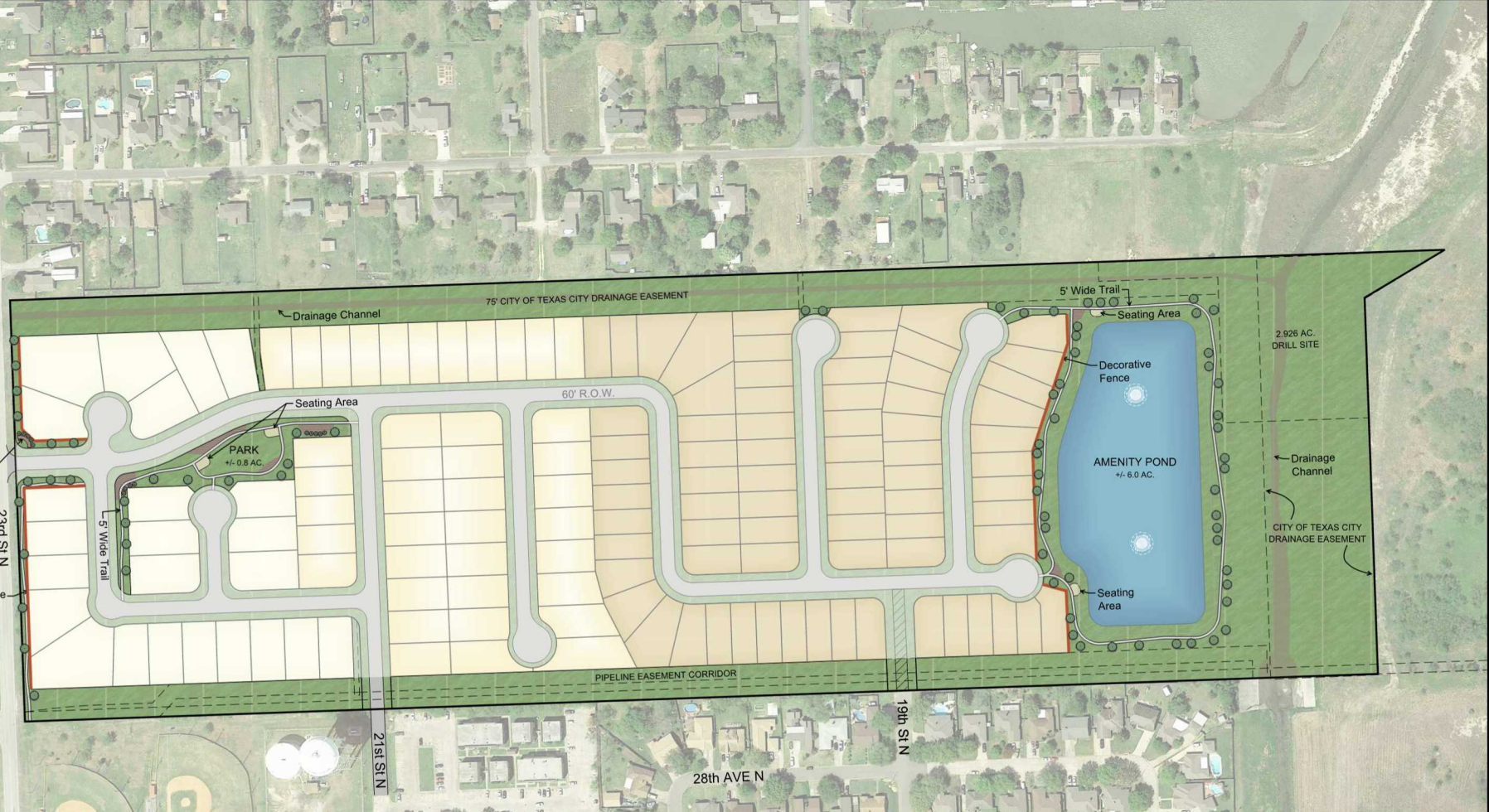
10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.5500
EHR@INC.COM
TEPE No. F-726
TSPS No. 10055300

EHRA JOB NO.
171-048-02

No warranty or representation of intended use, design or proposed development can be made unless the Plans are used as intended, and subject to change without notice.

Exhibit 'D' - Open Space Amenities Plan

- Legend**
- Decorative Fence
 - 5' Wide Trail
 - Flower Bed
 - Seating Area



Example Playground Equipment



Typical Bench



Example Monument Sign



5' Wide Trail



Moses Lake Tract: Open Space Amenities Plan

A 55.58 Acre Community located in Texas City, Texas.

February 28, 2022



EHRA
ENGINEERING THE FUTURE
SINCE 1988

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHR@AECOM.COM
TEP# No. F-726
TEP# No. 100000000

EHRA JOB NO.
171-048-02

No warranty or representation of intended use, design or project requirements are made unless the Plans are used as intended and subject to change without notice.

Exhibit E
Development Timeline

Original PUD Application Submission	December 8, 2021
PUD Approval	April 2022
Property Closing	May 1, 2022 (pending PUD approval)
Construction Begins	February 2023 (first home start)
Buildout of All Homes	December 2026 (last home closing)

**DEVELOPMENT
AGREEMENT**

This **DEVELOPMENT AGREEMENT** (this "Agreement"), is made and entered into as of February 2022, by and between **THE CITY OF TEXAS CITY, TEXAS**, a municipal corporation and home-rule city of the State of Texas (the "City"), **BEAZER HOMES TEXAS, LP, a Delaware limited partnership** (the "Developer").

**Article I
RECITALS:**

1.01. Developer intends to acquire an approximately 55.58 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 has approved its application for a planned unit development (the "PUD") for the Property attached (Exhibit "B").

1.02. Developer intends to utilize the Property to develop approximately 137 single-family detached 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 23rd Street North, and a second point of access, which will need to be connected to 21st Street North on the south end of the Property. In addition, there will be a crash gate and an all-weather access road at 19th Street North connecting to the Godard Park subdivision. Developer agrees to construct the entrances to the property.

2.02 Anti-Drilling. Currently there exists a 2.926-acre drill site in the northeast corner of the site. Save and except this drill site, all other property within the PUD shall be considered a "residence" for the purposes of City of Texas City, Texas, Code of Ordinances, Sec 120.27.001 for Texas City. No permit may be issued for any oil or gas well to be drilled at any location which is nearer than 600 feet of the PUD. Any well shall be in accordance with State law.

203 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, 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, the pipeline easement corridor within the Project boundary, 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 property owner’s associations 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 pursuant to Texas – New Mexico’s ultimate service design. 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 determined by the Mayor or his designee. 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 Property Values. The Developer recognizes that a significant portion of the City’s consideration for entering into this Agreement and consenting to the creation of the PUD is the Developer’s representations that it would achieve an average home value of \$200,000 (the “Target Value”). Prior to the City approving the permits for construction of the 75th home of the project, the average single family home value must meet or exceed the Target Value in accordance with the Galveston County Appraisal District rolls, builders sales contracts, or any other documented means.

3.04 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 recordation of the first plat related to this Agreement. The Developer agrees to require Sub- developers to abide by the Developer's development standards and provide for enforcement mechanisms for restrictive covenants.

3.05 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.

3.06 Building Regulations. A residential structure shall consist of a minimum of 60% brick, stone, or masonry. For purposes of this requirement, "hardboard" or similar cementitious manufactured or engineered products are not considered masonry.

Article IV Obligations of the City:

Upon adoption of the PUD, the City will approve the following:

1. The City will consent to the rezoning of Tract 28 out of the D Richardson Survey, Abstract No. 167 totaling +/- 55.58 acres in Texas City, Texas from Zone A-1 (Single Family Residential) to a Planned Unit Development (PUD) with a land use of single-family detached residential dwellings.
2. To the extent allowed by law, the PUD will incorporate provisions to prohibit drilling for any natural resources within the boundaries of the PUD save and except the 2.926-acre drill site that exists in the northeast corner of the site which predates the establishment of this PUD.
3. The City will consent to annex Tract 28 out of the D Richardson Survey, Abstract No. 167 totaling +/- 55.58 acres in Texas City into Galveston County Municipal Utility District 66.

Article V

Term and Default

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

5.02 Default.

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

Miscellaneous Provisions

6. Miscellaneous.

6.1 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.

6.2 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
928 5th Ave. N.
Texas City, Texas 77590
Attn: Kim Golden
Facsimile: _____
Email: _____

With a copy to:

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

If to the Developer, to:

Beazer Homes, LP
10235 West Little York, Suite 200,
Houston, Texas 77040
Attn: Shannon Wiesepape
Facsimile: _____
Email: shannon.wiesepape@beazer.com

With a copy to:

Beazer Homes USA, Inc.
1000 Abernathy Rd, Suite 260
Atlanta, GA 30328
Attn: Andrew Devin
Facsimile: _____
Email: andrew.devin@beazer.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.

5.1 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.

5.2 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

5.3 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.

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

5.7 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.

5.8 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.

5.9 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.

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: _____

BEAZER HOMES, TEXAS, L.P., a
Delaware limited partnership

By: Beazer Homes Texas Holding, Inc., its
general partner

BY: _____
NAME: _____
TITLE: _____

Exhibit 'B' - Zoning Exhibit

GENERAL NOTES:

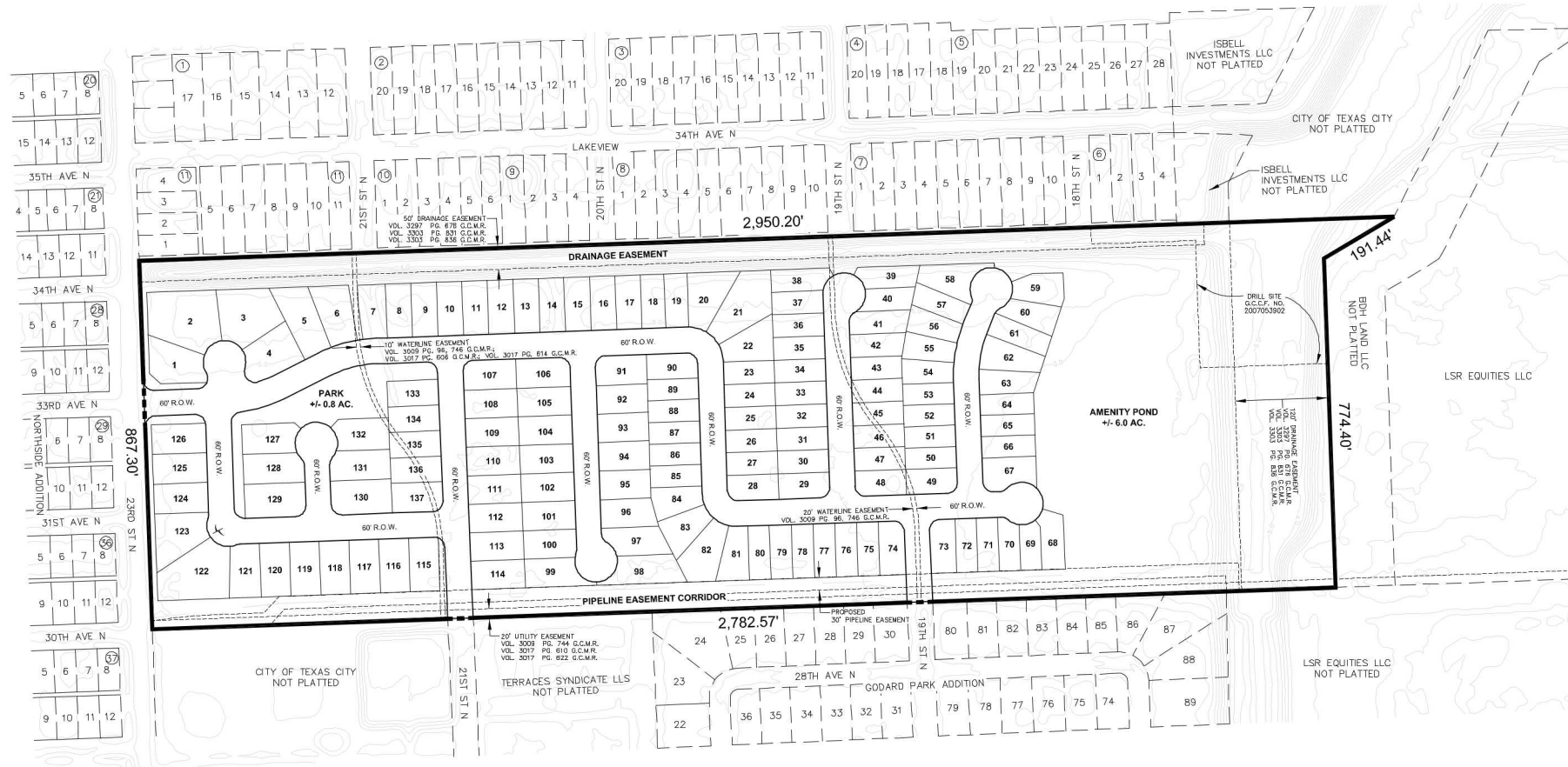
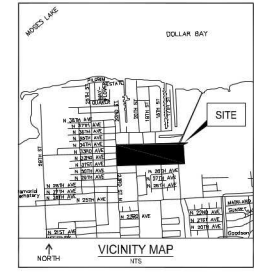
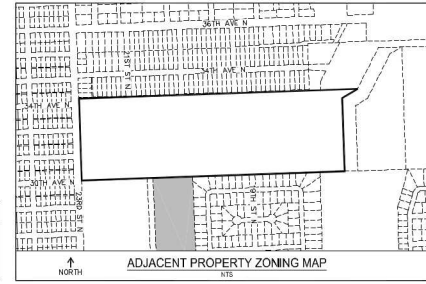
- G.C.C.F. Indicates "Galveston County Clerk's File"
G.C.M.R. Indicates "Galveston County Map Record"
NO. Indicates "Number"
PG. Indicates "Page"
R.O.W. Indicates "Right-of-Way"
VOL. Indicates "Volume"
* Indicates change in street name
- The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Gnd Coordinates (NAD 83) and may be brought to surface by applying the following combined scale factor: 0.999923865510.
- All side lot lines are either perpendicular or radial to street frontage unless otherwise noted.
- Proposed lot sizes include 50' x 120' (Typ.), 60' x 120' (Typ.), and 70' x 120' (Typ.)
- Proposed zoning: Planned Unit Development
- Zoning of adjacent property: A-1 (Single Family Residential) and C (Multi-Family Residential)
- Land use of adjacent property: multi-family dwellings, single-family detached residential dwellings, public parks, and vacant land
- No portion of this tract lies within the floodplain.
- The proposed density is 2.5 dwelling units per acre.
- Parkland required: 0.7 acres
Parkland provided: 0.9 acres

LOT WIDTH DATA

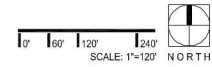
LOT WIDTH	NUMBER OF LOTS	PERCENTAGE
50'-60'	73	53%
60'-70'	40	29%
>70'	24	18%
TOTAL	137	100%

LEGEND

- SITE
- ZONE A-1
- ZONE C



OWNER CONTACT INFORMATION
GILLBROS, LLC
23 BURKICK STREET
SUGAR LAND, TEXAS 77479
281-565-3823



Moses Lake Tract: Zoning Exhibit
A Subdivision of 55.58 acres out of the D.L. Richardson Survey, A-167, City of Texas City, Galveston County, Texas.

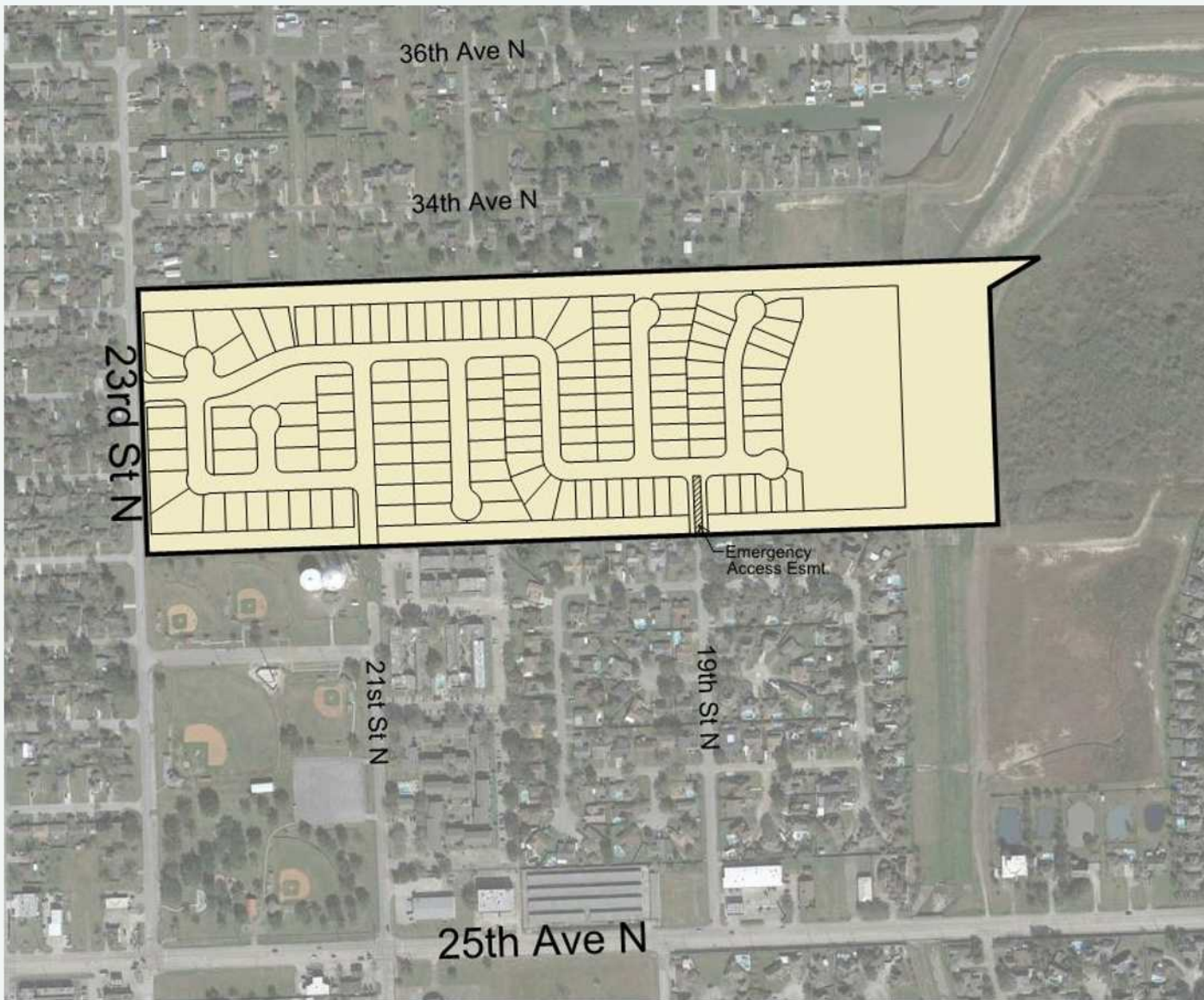
137 Lots and 4 Blocks
Developer: Beazer Homes, LP, 10235 West Little York, Suite 200, Houston, TX 77040. (281) 686-1916

February 28, 2022

ENGINEERING THE FUTURE
 713.284.4500
 1101 West Loop West, Suite 1000
 Houston, Texas 77028
 171.9862



Moses Lake Tract



Quick Facts

- Tract is currently zoned for low density single family residential
- Proposed land use does not drastically differ from current zoning and is compatible with surrounding neighborhoods
- Stormwater detention is accounted for through previous regional planning efforts



Concept Plan





Emergency access easement with traffic load rating of H-20 as specified by AASHTO

Crash Gate

Emergency Vehicle Sign

Roll-Over Curb

Crash Gate Example



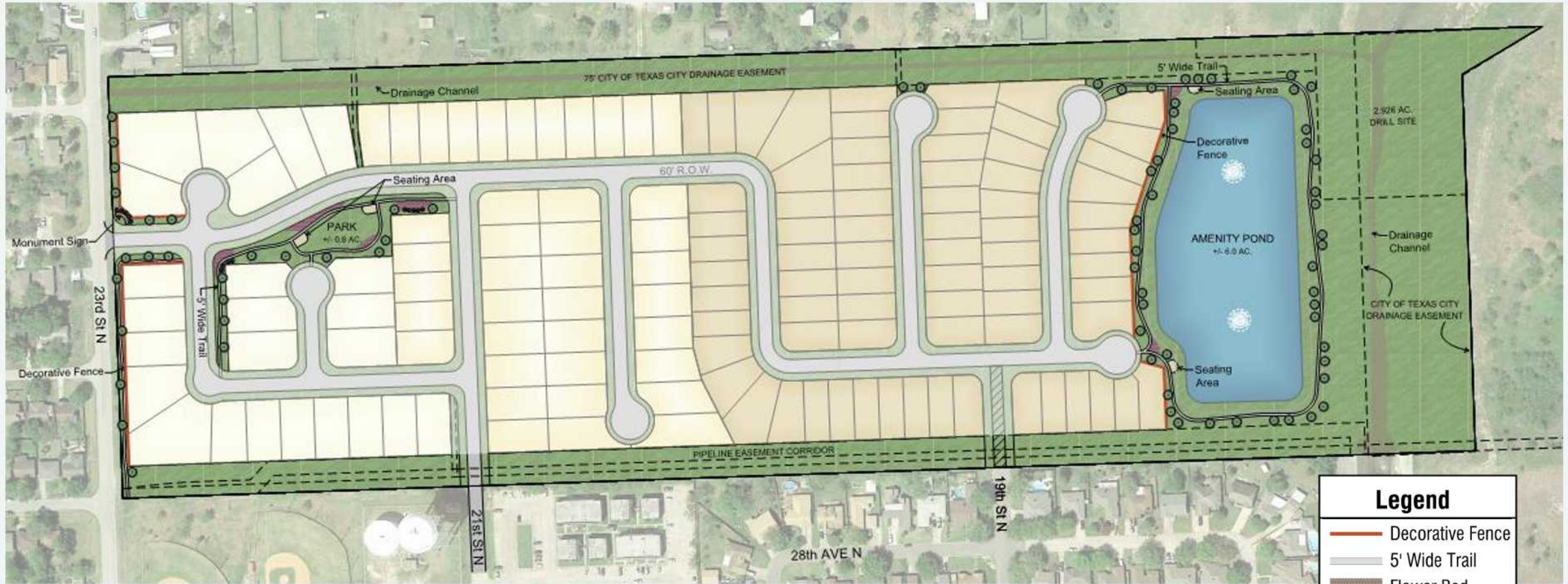


Quick Facts

- Proposed lot sizes: 6,000 – 20,000 Sq. Ft.
- Proposed lot widths: 50', 60', and 70' wide
- Expected average sales price: \$312,000
- Number of homes: 137
- Expected taxable value: \$42 million
- Expected annual tax amount contributed to Texas City ISD: \$580,000
- Deed restrictions will be adopted and enforced

Sample Home Photos





Legend	
	Decorative Fence
	5' Wide Trail
	Flower Bed
	Seating Area

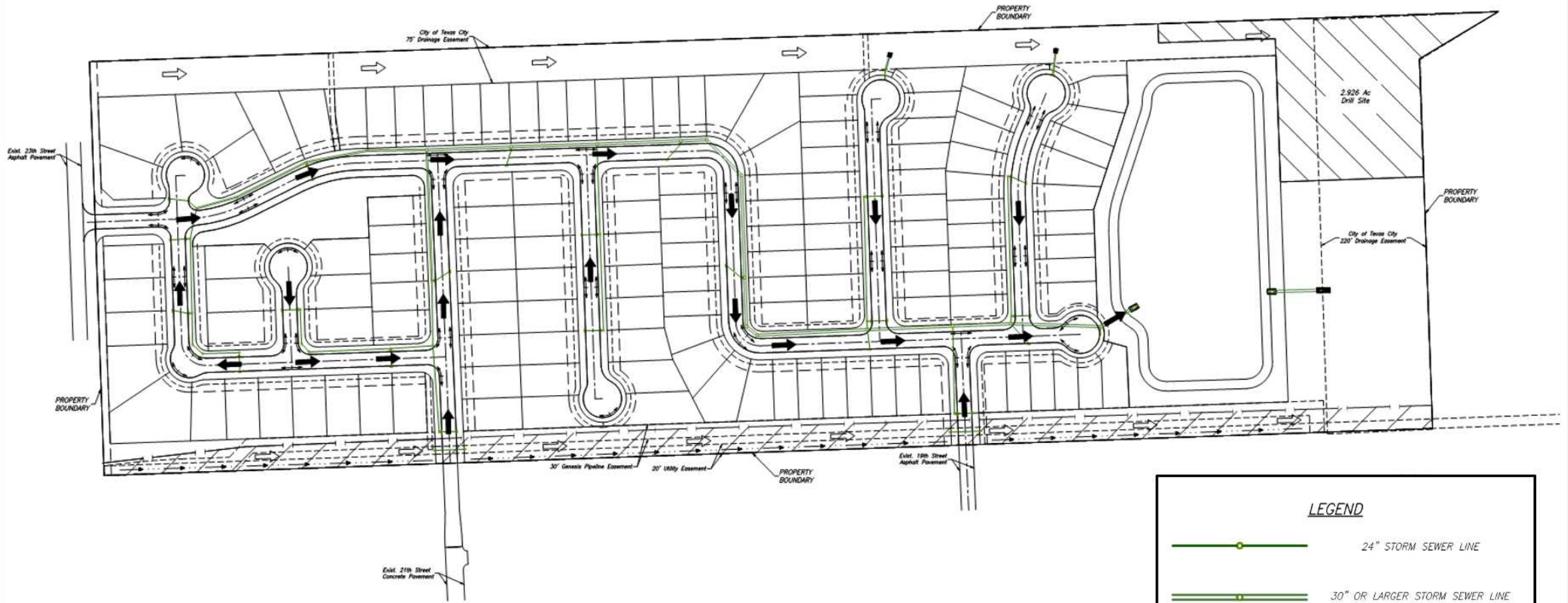
Open Space Amenities Plan









Sample Amenity Photos





LEGEND

	24" STORM SEWER LINE
	30" OR LARGER STORM SEWER LINE
	PIPE FLOW DIRECTION
	SWALE FLOW DIRECTION

Drainage Plan



Next Steps

- Traffic Impact Analysis conducted: [April 2022](#) (completed)
- City Council meeting for zoning change: [June 15, 2022](#)
- Platting occurs: [Fall 2022](#)
- Engineering plans completed: [Fall 2022](#)
- Construction begins: [April 2023](#) (first home start estimate)
- Buildout of all homes: [December 2026](#) (last home closing estimate)

ZONING COMMISSION MAY 17, 2022

The Zoning Commission of the City of Texas City met in a regular meeting on Tuesday, May 17, 2022 at 5:15 p.m. at the Nessler Convention Center, Captain's Room. Zoning Commission members present: Co-Chairman Gary Potter, Thelma Bowie, Aric Owens and Bruce Clawson. Staff members present were: Kimberly Golden and Veronica Carreon. Guests were: James Stark, Richard Schwinler, Karen Arnold, Anna Cisneros, Sheryl McGaffey, John White, Mike Bolin, James Gill, S. Capps, J. D. Gray, Jr., Sara Cantu, Shannon Wiesepape, Beazer Homes Texas, LP, Clayton Weishuhn, Brad Sweitzer, EHRA, Charles Chaney, Matthew Connell, Jennifer Garrett, Kurt Ray, Rebecca Hoke, Rolando Garcia, Bryan Huskey, Robby Grubbs, Al Bourgeois, Deano Merrigan, Jayla Weatherspoon, Mark McGaffey, Amanda Daigle, Johnny Racy, Robin Dale Rossman, Stephen M. Huffman, Ruth Garner, Jeff Anderson, Lester Westmoreland, William E. Daigle, Stephen E. Henderson, Debbie Castaneda, M. R. Acosta, Olga Adame and Lisa E. Herrera.

Co-Chairman Potter indicated a quorum was present and called the meeting to order.

APPROVAL OF MINUTES. A motion to approve the minutes of February 22, 2022 was made by Bruce Clawson/Thelma Bowie. All other members present voted aye.

ITEM NO. 1 Consider and take action on a request from Deano Merrigan to rezone from District "F" (Light Industrial) to District "S-P" (Site Plan) for a proposed self-storage facility located at 3630 5th Avenue North, Texas City, TX. (Action)

Ms. Golden stated that the Applicant is requesting to rezone the property located at 3630 5th Avenue North and SH-146 North from District "F" (Light Industrial) to District "S-P" (Site Plan). The reason for the rezoning is the intended use will be mini-warehouses and the outside storage of equipment, such as boats, recreational vehicles and automobiles. If the use of mini-warehouses was the only thing being considered would fit the current zoning, but the use for outdoor storage of equipment is not a principal use in "F" or any of the specific districts of the zoning ordinance. The purpose of the "S-P" is to provide the Zoning Commission and the City Commission with a process for considering other kinds of uses on particular pieces of land. The other reason "S-P" is especially appropriate for this particular request is that this site does have a number of conditions that make it a little bit challenging to develop. There are existing easements for about 20 pipelines that go across it. It is also environmentally challenged and is actually under some orders from TECQ that has some monitoring wells as well as some other similar conditions. The applicant is proposing to take the existing structures, which right now are an existing shed and an open pavilion and convert them into mini-warehouses. The office building would be converted into a controlled-climate mini-warehouses and the other two structures would be renovated into the non-climate controlled mini-warehouses. The existing paved area would be used for the outside storage of the equipment. The site plan that was presented to staff is for the 6 acres that encompassed the southern part of the property. The actual entire site is an estimated 19 acres.

Because "S-P" as a district is specific to the use, the only item coming forward to the Board is the recommendation of the rezoning of the 6 acres and the specific uses that have been identified. There is a Phase 1 and Phase 2, which are detailed in the Staff memo. Phase 1 would include the addition of a screening fence or wall along the property line. Staff recommendations are in the memo as four conditions for the rezoning to "S-P". The first is that the outside equipment storage be limited to paved areas that are fully screened from the thoroughfares. The second recommendation is that the screening wall be composed of masonry or other enhanced material that will stand up in our climate. The third is that any building that isn't screened and can be seen from the thoroughfare should also be of masonry content. Finally, the fourth recommendation is that the zoning be limited to the 6.9 acres that the use has been identified for. Meaning the rest of the property would be closed off for use. The applicant would need to come back for the rezoning of that piece at a time when that use is identified. It would retain its current zoning designation as District "F". Ms. Golden then presented the existing properties around the property are zoned as "F", but that the property is on SH-146. The fencing the applicant is currently proposing is a wooden fence with limited landscaping. Some areas would actually be open and visible through the fence, which are due to the pipelines. The City has not received any documentation of this requirement attributed to the pipelines, which has only been verbally represented to staff. Ms. Golden then presented what the City intends to spend to revitalize SH-146 and Emmett F. Lowry Expressway, which is in close proximity of the proposed property. The City project has been in development for a while and is currently in the final design phase and going through permitting with TxDOT. The project could start construction within the next year or two. In conclusion, staff does not object to the zoning change to "S-P" and with the intended use it is actually a pretty elegant balance of all the challenges. There will be low overhead and it is good for the applicant. Staff recommends the four conditions be made a requirement for the rezoning and should be recommended to City Commission as a part of the ordinance that changes the zoning for this site. The Planning Board, as part of the SP re-zoning process, also looked at it but did not concur with the recommendations of staff. They accepted the applicant's proposed downgrading of the screening wall. Texas City has been very intentional for a long time about wanting to transform itself and the way it is perceived by people traveling into and through it from out of town. The City has been very progressive in the ordinances they've adopted with both the Gateway Overlay District and in the Zoning Ordinance they have several requirements for masonry content and other items that are very progressive. The City has been very consistent in applying these standards administratively. The concern with staff is the precedent established by accepting the lesser degree of enhancement. It becomes a very strong precedent going forward and could limit the City's ability to accomplish the vision it has for itself in terms of transforming its look. Ms. Golden reminded the Board of the proximity of this location to the enhancement project at SH 146 and FM 1764 where the city is investing substantial funds to transform its look. Co-Chairman Gary Potter then stated that when the board last met it was his understanding that the only option they had was to either approve the application as it was or deny the application as it was. Ms. Golden replied that "S-P" is different, in that it specifically provides for the Zoning Commission to recommend conditions for the re-zoning, because it is specific to a site and specific to a use. With the "S-P" zoning there is more leeway for the Zoning Commission and City Commission as the tool the Commission has adopted for itself.

The Applicant, Mr. Deano Merrigan, then presented that he purchased the property in October 2021. He added that it has been challenging due to the 12 monitoring wells and existing easements keeping him from using some of the property due to the pipelines. He met with the Planning Board and showed the fencing that was presented to them because the pipeline companies would not let them screen in the pipelines. For whatever reason, the pipeline companies want to be able to see into the property. The fencing was approved by the Planning Board. Mr. Merrigan stated that the concrete on the building did not make sense. He stated that the buildings on the site are 600' back and can't be seen from SH-146. He added that Ms. Golden keeps stating "fully screened" and he's not sure what that means, and she keeps recommending a block wall. He has motor homes parked out there and does not know how they can be fully screened. He stated they can't build a 13' fence. He stated that he drove through Texas City earlier in the day, and there is nowhere in Texas City on SH-146, Palmer Highway, Texas Avenue or Bay Street that has a block wall screening anything. He stated that Ms. Golden speaks about the consistency in the city but wants to start the standard with him. He does not believe it is fair that he is going to take something that is an eyesore in the town, that is zoned "F". He stated that he could open a trucking facility with a bunch of semi-trucks and tankers and that would be okay, but for him to park a boat or motor home on the property, then it must be fully screened. He stated that there would be 800' feet before you could see the building from the street, and he feels that it doesn't make sense to have a block wall. He feels that it is an unnecessary expense. He noted that he owns 15 buildings and 3 houses in Texas City and has put money back into the city. He has purchased some ugly buildings and fixed them up and they now have national tenants in them. He believes he is an asset to the community and this process has been a challenge. He stated that Ms. Golden refers to the Moses Lake Marina as something that she wants him to emulate. He presented a picture of the facility and said that vehicles are visible from SH-146; the dumpster can be seen; there is no landscaping or screening fence; and there is no concrete on the building. He stated that if that is what she wants him to emulate, then he will copy what they have. He added that they are going to go in and clean up the property. There was a tank farm in the back and he has removed all the tanks. There was a chemical wash station that he is cleaning up and he says it will be the nicest looking property on SH-146, including the City's maintenance yard. He claims he is not in the Gateway Overlay District, so he believes his standard is a little bit lower because he is going above and beyond. He referred to Bay Street where the plants are using green tarp as screening.

Mr. Bruce Clawson then asked Mr. Merrigan if he will allow 18-wheelers to park on the property, to which Mr. Merrigan stated, "If you don't want me to, I won't". Mr. Clawson then stated that the Board has worked with him before, he knows who Mr. Merrigan is and that the City has helped him, and he would go on record to say he did not appreciate Mr. Merrigan's answer. Mr. Clawson then asked him again if he will allow 18-wheelers to park on the property because he has no say-so on that as Mr. Merrigan well knows. Mr. Merrigan replied that it was absolutely not his intention at all and if the Board wanted him to put that in the conditions, then he would put "no" in there. Mr. Clawson stated that there are 18-wheelers that park around town and they are unsightly and that was the intent of his question. Mr. Merrigan replied that currently there is a semi-trailer parked on the property that is zoned "F" and is zoned to do that, but it is not his intention. His intent of the project is boats and recreational vehicles. If there is a need for it he could allow it, but

if it is going to be an eyesore, then he would 100% not do it. There were no further questions from the board. Ms. Golden was asked if she had anything to add to which she replied that the only comment she would make about the parking of 18-wheelers or trucks is that it is an allowed accessory use to a principal use. Just as Mr. Merrigan tried to say that the outside storage would be an accessory use to the mini-warehouses, it's not because it's part of the business. It is a principal intended use. The notion of parking trucks, not as part of the distribution use, but as parking or storage, in and of itself, probably does not qualify as a principal use. It would be an accessory to a principal, but just the mere parking for pay, or for any reason, of semi's or other type of trucking equipment would not be an allowed use. Ms. Golden pointed out that Mr. Merrigan brings things up at these meetings that haven't been screened as staff and she stated that she did not mean to waste the board's time with this, but she felt that she needed to respond to this.

Mr. Clawson recalled that they were down to the issue of how the fence is built and stated that Mr. Merrigan does have a point. If you look 3' or 4' past the Moses Lake Bait Camp, the city had them build a huge masonry wall that in fairness did not show in the presented picture. He also recalled the controversy at the Candlewood Suites on SH-146, behind HEB, where the builder wanted to build a metal fence and the city did not allow that and forced them to build a masonry wall due to the neighbors behind the hotel. He could not recall the name of other projects but did remember that there were some other builders that were made to build masonry walls. Back to the issue of Mr. Merrigan's fence, Mr. Clawson asked if he missed anything to which Ms. Golden replied that in the staff memo are the recommended conditions for the rezoning and one of them is that the screening wall be of masonry content or other enhanced fencing – something more than a slatted wooden fence. Mr. Merrigan then recalled at the Planning Board meeting held on, Ms. Golden recommended concrete, composite or treated lumber with the landscaping. He stated that the Planning Board chose the wood with the screening. Ms. Golden stated that he misunderstood and that it is clearly reflected in the minutes of the Planning Board what was recommended and what they came back with. Mr. Merrigan stated that along the pipelines he can't build a masonry foundation for the wall because the pipeline companies want to have access to the site to replace pole for pole as needed.

There were no further questions, to which a motion was made by Bruce Clawson/Thelma Bowie to open the Public Hearing. All other members voted aye. There were no questions or further discussion, to which a motion was made by Bruce Clawson/Thelma Bowie to close the Public Hearing. All other members voted aye.

Co-Chairman Potter asked if there were any more questions to which Ms. Bowie stated that during the Planning Board meeting that they do have a concern with the precedents presented. In terms of legal repercussions down the road if someone new wants to do something similar, the Board can hold up to what they set as their standards and that was a concern of hers to where she did not vote for or against. Mr. Aric Owens asked if there was a letter from the pipeline companies preventing the city from holding up their requirements, to which Ms. Golden stated we do not have anything in writing. He added that at this point it is just hearsay and how do we know how to vote without something in writing. Mr. Merrigan stated that he provided Ms. Golden all the phone numbers of the

pipeline companies so that she could contact them. Co-Chairman Potter stated that usually these kinds of things are addressed in Rights-of-Way (ROW) requests and then you are told what you can and can't do and that is the bottom line on pipeline ROWs. If we don't have those agreements, then the board really does not know what to decide. Mr. Merrigan replied that the power line company has a 200' easement that nothing can go into, and the pipelines are all coming through there. Mr. Clawson then asked if in the absence of a motion, what occurs. How does this go forward? Ms. Golden replied that they ran into this issue before with City Commission and the City Attorney did some research and found that the issue was not considered. Because of this, the Zoning Commission must do something because it has come to them for consideration. If an action is not made at this meeting, then the item will come back for consideration. They could approve, approve with recommended conditions or deny the request.

After presentation, a motion was made by Bruce Clawson/Thelma Bowie to approve the zoning change request however, that the following conditions be required. All other members present voted aye.

- 1) Outside equipment storage limited to paved areas which are fully screened from visibility to traffic passing on SH-146 and FM 1764.**
- 2) All fencing to be of masonry construction Alternative could be privacy fencing constructed of resin panels or treated lumber with decorative landscaping in excess of minimum requirements along the full extent of the fencing Bare wooden fencing without landscaping should not be considered compliant.**
- 3) Any buildings which are not fully screened with compliant fencing should comply with the requirements for 80% masonry construction.**
- 4) S-P designation limited to the 6.09-acre footprint for Applicant's submittal for Phases I and II.**

ITEM NO. 2 Consider and take action on the request to rezone the revised Moses Lake Tract from District "A-1" (Single Family Residential) to District "I" (Planned Unit Development). Located on 23rd Street North, north of Godard Park and south of 34th Avenue North. (Action)

Ms. Golden stated that the developer, Beazer Homes Texas, LP, is proposing to develop 137 detached single-family homes. They are proposing a variety of mixed lot sizes. There is no single zoning district that accommodates this mix of lots, so that is why this the developer is here for a zoning change from District "A-1" (Single Family Residential) to District "I" (Planned Unit Development). District "I" allows for the mixed lot sizes and for some amenities and enhancements such as a detention pond, park and green spaces. The developer is present to make a presentation and have done more research on drainage and provide staff with a traffic impact study. Because they have two entrances – one on 23rd Street North and one of 21st Street North, the connection at 19th Street North will not be a public street. What the developer is proposing, with staff endorsement, is a gated all-weather access for emergency purposes only. They have looked at drainage very carefully because it was a concern in this area and they are actually going to remove some of the drainage impact to the south into the existing neighborhood and take it directly to the east, to the detention pond and then to the outfall of the canal. They have

addressed many of the concerns that were previously brought up and staff have no objections and recommends approval of the zoning change request. Mr. Clawson stated he understands that 19th Street North will no longer be a thru-street, but asked Ms. Golden if she could refresh their memory on what a crash gate is. Ms. Golden replied that the existing public right of way would be made an all-weather surface and then an all-weather surface in the new subdivision. The road will not be open, it will not be accessible to public traffic and completely gated and will only be used in the event of necessary access by emergency vehicles or Public Works. Mr. Clawson asked for assurance that 19th Street North will not be concrete or have curbs, and it would only allow emergency vehicles, to which Ms. Golden stated that was absolutely correct. He stated that his only concern is that the gravel would block the downhill side of drainage, to which Ms. Golden replied that the applicant's engineers could answer that question. Co-Chairman Potter then stated that when he thinks about a crash gate, he thinks that a vehicle could drive through the gate and asked if this was how it would work. Mr. Clawson mentioned the crash gate near DeMontrond Chevrolet and stated that it has never been an issue, but it is not something that you would want a fire truck to drive through. It is not something the common individual can open; it is not something that has ever been open or abused.

Mr. Brad Sweitzer, EHRA Engineering, then gave a presentation and stated that the crash gate terminology is a term that is used for different purposes and a lot of times these gates are used at security facilities to prevent anyone from crashing their vehicle through there. They will work with Ms. Golden and staff and use whatever materials they recommend. He presented pictures of the homes they plan to build; the annual contribution to TCISD; enforced deed restrictions; open space amenities plan, playground, detention pond, trails, etc. Regarding how the drainage will work in the subdivision, the northern/southern pieces will flow directly east and then the neighborhood would grate toward the center using the streets as the gutter system and storm sewer to flow into the amenity pond and eventually into Moses Lake. A traffic impact analysis was conducted and the next step, if approved, would be to submit plats and then move on to construction.

Mr. Owens then asked what the average size of the homes would be, to which Ms. Shannon Wiesepape replied that the average home would be 2200 sq. ft. There will be an HOA to maintain the deed restrictions. They will be sure to follow the guidelines of the PUD and whatever the city requires. Mr. Clawson then asked about the paver business through the crash gate area and that it is a pipeline ROW is a drainage area and asked if something better will be built to allow drainage to the east. Ms. Wiesepape stated that is correct and they intend to make the drainage better.

Clayton Weishuhn then gave a presentation on how the drainage will work. There are pipelines on the north part, water mains/sewer mains on the south part, and in the middle of the tract there is dead space that is 15' of no restricted easement and no utilities. They will dig the 15' out of the first swale to help get that flow in a more minimal cleaned out drainage system. Currently, there is an indentation that gets the drainage to go out and not just go out on top of subdivision. They have built that 15' swale and cleaned it out just a little bit so that it looks and acts like a swale to improve the drainage in the area. Co-Chairman Potter stated that at the last meeting in February, there were a lot of issues brought up and they have been addressed, in particular 19th Street North – which will not

be open; traffic issues – there was a good study showing that there are not significant problems that this project will cause with traffic in the area; drainage; concerns about wildlife and moving them out of the area, to which a study was done on habitats and found that there was nothing out there that should be a problem; there was also an issue about electric power and how that would work – which he stated he would like to hear more information about; and the school system – which he would also like more information on. Ms. Wiesepape replied that Texas-New Mexico Power will ultimately work on the power design, which has to be approved by the developer and the City. The goal is to tie into existing overhead on the perimeter and all the community would be underground utilities. Mr. Clawson recalled that overhead on the perimeter is on the west end of 23rd Street North and asked if that's where they would tie in and then go underground throughout the community, to which Ms. Wiesepape replied that without a presented plat it is a little too early, but TNMP will either tie into that pole or they will extend overheads on the perimeter to get closer and then that will feed into an underground loop system. She believes this is in the PUD agreement that it will be done that way. She added that regarding the school district, they did obtain a letter from the district stating that they are aware and have the capacity for additional students.

There were no further questions, to which a motion was made by Bruce Clawson/Thelma Bowie to open the Public Hearing. All other members voted aye.

Co-Chairman reminded all in attendance that is an opportunity for them to speak and to remember they are speaking to the Zoning Commission, not to others in attendance and not to the applicant, nor to Ms. Golden. If board members need more information or want the applicant to answer, they will ask the applicant to answer. While waiting on the attendance list, Co-Chairman Potter stated that he will ask for anyone that is in support of the zoning change request to speak and then he will ask anyone that is against to speak. Board members only need to hear a compliant or objection one time, so when it comes to a property owner's time to speak, and their point has already been made they were asked to say that it was already stated. Ms. Golden mentioned that regarding written responses the city has received – they received one letter in support and one letter in opposition. Co-Chairman Potter asked if there was anyone in attendance that wanted to speak in favor of the zoning change request.

- Mr. Les Westmoreland - stated that he is in favor of the crash gate with the stipulation that only emergency personnel utilize it, and it remains closed the entire time. Also, if there is an issue with the drainage after the subdivision is developed, that Beazer Homes Texas LLC is held responsible to come back and fixing this issue so that neighbors in Godard Park Subdivision do not have standing water in their backyards.
- Matt McClellan –is confused about the crash gate and how exactly it is designed. He does not think it is a good idea but does support it as Mr. Westmoreland does. As somebody who drives fire trucks, he stated he is not going to drive through the gate because that is not how it works. Usually there is a lockbox or keypad involved, and a number of other options. And as far as the kind of surface that is used, a fire truck is way too heavy to go on just anything, so he would like to hear about what is going to be used and also if Fire Marshal Dennis Harris or Chief David Zacherl are aware of this to give some stamps of approval on the crash gate.

He believes that a lock box is a good idea – not a keypad, and not a padlock – because that is what gets them in fastest.

Co-Chairman Potter asked Ms. Golden if she would like to reply regarding the surface, to which she replied that they are in the very beginning of the process. The final design of the surface and the gate will be in the next step, which will go through a thorough review process. Fire Marshal Harris is in the loop on that review, and he will be satisfied, as will Chief Zacherl. This right now is saying that the concept of a gate and a road that will hold up a heavy vehicle but is not open to the public – that is what is being recommended. If City Commission approves it, that will be something the developer will have to do from a design standpoint. This actual design has not been done yet and should not be done yet. She does not want the board to think the developer is getting away with something, but it is simply not time in the process for that level of detail engineering. If they recommend it and the City Commission adopts their recommendation, then the developer will have to do it to the satisfaction of the city and will include the Fire Department, Police Department, etc. to look at it and tell staff if they are doing it right. Mr. Clawson added that he spoke with Chief Zacherl and they will use what the Fire Department is familiar with - which is a lockbox.

- Charles Chaney – who is responsible for building or installing the crash gate? Is it the City or the Developer?

Ms. Golden replied that the developer will get a concept plan approved by Zoning Commission and then City Commission. The developer will build the gate to city standards and the acceptance of city staff. It is inspected throughout construction and there is a final acceptance round, where things are videotaped, and test results are thoroughly inspected. Once it is accepted by the city, then the city is responsible for maintaining it. Mr. Chaney replied that some of the fear with the neighbors is that a path will be installed on 19th Street North but that the gate will never be installed. Co-Chairman Potter reminded him that it has already been stated that the gate will be installed.

- James Stark – asked if the crash gate would be installed at the end of 19th Street North or on the tract property because on the picture the developer showed it shows a space between it and then it was on the property line where the fence was for the homes.

Ms. Golden stated that that is part of the design and maybe there will be two gates installed. The concept that there will be a barrier there so that it is not open to traffic is what the developer is offering and what staff is recommending. Again, if it is recommended and accepted by City Commission, it will be something the developer has to do as a condition of constructing the subdivision.

Co-Chairman Potter then asked if there were any other comments in favor. Then he asked if there was anyone who wanted to speak against the applicant.

- Mark McGaffey – according to Ms. Golden, the crash gate is something that will be installed in the future. While construction is taking place, and because the gate will not be up, what will stop construction workers from going through there? Will the gate be installed at the end of the project?

Ms. Golden replied that when these types of things are done, the developer will enter into a development agreement with the city, which is basically a contract. In that contract, it will be agreed that they will not use 19th Street North during construction for access to the site.

- Cheryl McGaffey – wondering with the zoning change to District “F”, it is proposed that the homes in the new subdivision be single family homes. She read the Ordinance and found that the developer could use this zoning for different uses including multiple or mixed housing types or any appropriate combinations. She wants assurance that if the developer gets halfway through and houses aren’t selling that they will not start building multi-family homes.

Ms. Golden replied that what Ms. McGaffey read in the ordinance is correct. Regarding zoning change to District “F” could include a combination of lot sizes and a combination of single family and multi-family types of housing and is permitted under that district designation, but the process is the developer has to come forward with this plan of what they are going to do, and that exact plan is put out for this public input and then there will be another public hearing at the City Commission meeting as well. In the plan, the developer is telling the City Commission that they are only building single family homes. If City Commission approves the request, then the developer has to be compliant with zoning, and it will also be incorporated through the development agreement.

- Steven Henderson – he has property on 34th Avenue North and regarding the ravine that’s just north of the tract, will that be turned into a concrete culvert? Will it also be developed?

Mr. Weishuhn replied that they plan to keep the ditch the same and will not be doing any improvements. If at some point the city needs to expand it or do some maintenance to the ditch, they will have access to it.

- Karen Arnold – she stated that the developer and engineers are all saying they are doing the drainage a certain way, what happens if they get another 51” rain event in the neighborhood, that has never flooded, flood? Are there any repercussions? If the new neighborhood floods and then floods her neighborhood, what are they supposed to do? She believes it is a real possibility. They don’t know if there will be another Hurricane Harvey event.

Ms. Golden replied what the city has managed to design to is the City Commission has established certain criteria for these designs that staff follows. Hurricane Harvey is not the design standard. The fact that Godard Park Subdivision was not affected by the hurricane was an absolute blessing. In reviewing this plan, the city’s charge is to have no adverse impact to existing conditions. She added that if Godard Park Subdivision did not flood during Hurricane Harvey and if you flood again post-Harvey, it would be because of something else and not the new development.

- William Daigle – noted that the tract has been drained and is now dry. He is opposed to the crash gate. As a former employee of the railroads, he stated that the gate has to be made from a heavy-duty material. He also noted that 84 days ago, the developer said they did not need 19th Street North and that Ms. Golden took exception to that. He believes that if the crash gate is installed that the citizens of Texas City will have to bring that road up to grade. Eventually, he believes the

gate will disappear. It will not be here for his grandchildren. He opposes the opening of 19th Street North into the subdivision.

- Rolando Garcia – stated that the developer did a study for the traffic. He stated that on 23rd Street North there is quite a bit of traffic. Will there be a 4-way stop sign or traffic light installed at the subdivision entrance? There are a lot of accidents at 23rd Street North and Loop 197. What will be done with the cars parked on 21st Street North where the apartments are located. What will be done with the traffic coming out of the subdivision? Will there be a turning lane from 23rd Street North into the subdivision?

Ms. Golden replied that the only traffic impact the developer was asked to study was eliminating 19th Street North because it was very limited. It is still too early to be performing traffic studies. They are very extensive and are traditionally done in the design phase. It is not required now.

- Lisa Herrera – regarding the drainage ditch issue, she lives on 34th Avenue North at the ditch area, so how many feet away will houses be built from the drainage ditch?

Mr. Weishuhn replied that the easement will be expanded to 75' and on the developer's side they will be about 15' to 20' from the north house's backlots – around 50' from the current ditch. Ms. Herrera wants assurance that once construction starts that nothing will start crashing and messing up her foundation.

Ms. Bowie then stated that although it has nothing to do with the development, the City received funds from GLO for infrastructure improvements and those funds are devoted strictly to repair pumps A and B. On the flip side there is going to be a mega-pump built. It is currently in the design phase, but it is something that will come to Texas City to help with the drainage issue the city has. The mega-pump will divert water from Moses Lake into the Gulf of Mexico, so there is some relief coming in the future. The City does have the resident's interest in hand with regards to flooding issues. Co-Chairman Potter reminded everyone that during Hurricane Harvey there was an issue with the water on the outside of the dike where it was a problem as far as being able to open the flood gate and added that this super pump should be able to take care of this issue.

There were no questions or further discussion, to which a motion was made by Bruce Clawson/Aric Owens to close the Public Hearing. All other members voted aye.

There were no questions or further discussion.

After presentation, a motion was made by Bruce Clawson/Thelma Bowie to approve the request as presented.

Before a final vote, Mr. Clawson asked to speak to everyone and stated that this has been a very difficult experience and understands that some of the property owners are very emotional, but he is asking everyone to understand that the city, in his opinion, has done an excellent job of addressing everyone's concerns. He believes that as things move on, they will come to know Ms. Golden better and understand how she is going to protect resident's homes and their neighborhood. There is no way to stop this. The developer owns the property, and they have a right to use the property to their highest advantage

that they feel is appropriate. What the Zoning Commission is trying to do is make sure it does not impact the neighboring property owners. 19th Street North was built to be open. That is how it was platted. The original concept is that the street would go all the way back to 34th Avenue North and the city is doing everything it can within its power to preserve our neighborhoods. **All other members present voted aye.**

ITEM NO. 3 Other business. (Any conceptual development proposal requesting to come before the Planning Board)

Co-Chairman Potter asked if there was any other business to which there was none. **A motion was made by Bruce Clawson/Aric Owens to adjourn. All members present voted aye.**

Kimberly Golden, Secretary

Date

Minutes approved by the Planning Board at its meeting on _____.

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 06/15/2022

Consider and take action on the Zoning Change Request from Beazer Homes Texas, LP

Submitted For: Veronica Carreon, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on the Zoning Change Request from Beazer Homes Texas, LP to rezone from "A-1" (Single Family Residential) to "I" (Planned Unit Development) to construct a Master Planned Community within the City of Texas City.

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Moses Lake Tract Staff Memo

Memo

To: Zoning Commission – Regular Meeting – May 16, 2022

From: Kim Golden, Engineering & Planning

cc: Doug Kneupper, P.E.

Date: May 13, 2022

Re: Request to Rezone Moses Lake Tract from District A-1 - Single Family Residential to District I – Planned Unit Development.

Moses Lake Tract - The prospective owner and developer, Beazer Homes Texas, LP, proposes to develop a 55.58 acre tract located east of 23rd Street North, south of 34th Avenue North, and north of 28th Avenue North and Godard Park in Texas City, TC, with 137 single-family detached homes ranging in base price from \$264,990 - \$343,990 with a variety of lot sizes. The proposed lot mix shown on the proposed master plan is as follows:

50' – 60' lot width	73 lots	53%
60' – 70' lot width	40 lots	29%
Over 70' width	24 lots	18%

There is no single zoning district to accommodate this variety in lots sizes, so staff and the developer chose to pursue the Planned Unit Development (PUD), which is presented for Planning Board approval before moving to the Zoning Commission for action regarding the zoning change. Under the District I zoning designation a variety of lot sizes can be arranged along with amenities such as landscaped entryways, parks, and open spaces.

Existing conditions: The subject location is presently zoned District A-1. The adjacent properties to the north and west are zoned District A-1 and fully developed as single family residential in compliance with the requirements of the zoning district. The property south of the subject location is bounded by Godard Park, a large section of fully developed single family

residential properties and an undeveloped 4.59 acre tract adjacent to the existing drainage canal. The subject location is bounded on the east by an existing drainage canal. The area east of and adjacent to the east side of the drainage canal is undeveloped but in the process of being acquired for addition to the Heron's Landing Subdivision. Heron's Landing Subdivision, Sections 1 through 8, was rezoned to District I – Planned Unit Development in 2016. Sections 1 and 2 are built out with approximately 70 occupied homes.

There is an existing 2.926 acre drill site in the northeast corner of the site which will remain. The listing agent represents the drill site as inactive.

Staff Analysis: The applicant brought a previous request to the Zoning Commission on February 22, 2022 which was not recommended for approval. The previous application was not recommended by the Zoning Commission in large part because existing property owners on 19th Street North voiced objections concerning: (1) increased traffic, (2) lack of capacity of the school system, (3) extension of 19th Street North into the subdivision. The new application does not include an extension of 19th Street North into the subdivision. The concerns expressed to the Zoning Commission regarding the previous application have been addressed with the new master plan and additional supporting information.

In reviewing the Masterplan, the total lot yield of 137 single family homes is approximately 2.6 units per acre.

An important component to a viable residential development is providing parks and meaningful open spaces. The PUD application and Exhibit B, Zoning Exhibit (Land Use Plan) incorporates walking/jogging trails as well as a 0.8 acre park/green space with playground equipment and seating areas, and landscaped entry reserves. It also shows use of the detention pond as a green space amenity with walking trails, benches and fountains. The size of the park shown complies with the minimum requirements of one-half acre per 100 homes. The park is located to the west side of the development, and the detention pond is located on the east side of the development. As previously mentioned, the subject location is adjacent to Godard Park to the southwest.

Although the PUD Application has representative amenities attached as Exhibit D, the Applicant is not committing to any particular amenities or enhancements such as a splash pad or playground unit at this time. The approved Masterplan for Brookwater Subdivision which is similar in size and quality of housing product includes a splash pad and playground equipment as part of the PUD Application. Staff recommends the designation of specific park amenities at the time of preliminary plat approval be a condition for approval of the Masterplan, Development Agreement and PUD Application for the Moses Lake Tract. Also, the parks should be introduced to the subdivision relatively early, and a schedule of construction for the features and amenities provided in each park clearly identified prior to approval of the Final Plat.

The PUD Application and Development Agreement require the creation of a Homeowner's Association that will be responsible for maintenance of parks and common areas. The HOA document should include 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 the subdivision will be from existing roadways 23rd Street North and 21st Street North. An all-weather surface and emergency crash gate will be installed at 19th Street North.

Developer will make the necessary off-site improvements to connect to the existing pavement sections.

Water and sewer facilities are readily available to this project and can be extended from existing mains. The existing water mains which traverse the property will need to be abandoned, removed and replaced with new mains located within the dedicated rights of ways of the new streets. Isolation valves will also need to be added by the developer in accordance with city standards.

Drainage and storm water management will be provided by the City. As each phase develops, there will be storm sewer outfalls into the City's rainwater drainage channel that is adjacent to the east boundary of this project. The subject location is low and will require significant fill. The developer advises suitable soil excavated from the detention pond location will be used for fill. The proposed drainage improvements are unlikely to cause any adverse impact to existing properties because the drainage plan will re-direct runoff which currently flows south into the 19th Avenue N storm drain to the east, into a new detention pond. The new detention pond will then drain directly into the City's improved outfall ditch.

Applicant provided a traffic impact study which shows no adverse impact to the traffic conditions at 23rd Street North and 21st Street North. The study confirms a connection through 19th Street North is not necessary to avoid traffic congestion at these intersections. However, the emergency crash gate connection is warranted to assure emergency access to the eastern most reaches of the development.

The subject location is served by the Texas City Independent School District and the Manuel Guajardo Jr Elementary School. The Guajardo Elementary School is a new, state of the art facility which has opened to students within the current school year. Communications with the District and school personnel confirmed the school and the system have more than sufficient capacity to serve the new development. The developer estimates the additional tax revenue to the District at full buildout as more than \$500,000 per year.

City staff has reviewed this Subdivision Masterplan, Development Agreement and PUD Application and has no objections to the zoning change request.

Staff recommends that any approval of the Master Land Use Plan, PUD Application or Development Agreement be conditioned upon the designation of specific park amenities with submission of the preliminary plat and the designation of a construction schedule for all amenities with submission of the final plat.

NOTICE to adjoining properties: In accordance with state law and city ordinances, written notice of the date, time and place of the Zoning Commission meeting together with a copy of the proposed master land use plan and the rezoning request was mailed on May 6, 2022 to adjoining property owners within 200ft of the subject location.

Copies of all written responses received prior to the public hearing will be provided to the Zoning Commission.

Role of the Zoning Commission: Zoning Ordinance Section 160.106 outlines the procedures for zoning change and amendments. The Zoning Commission is required to (1) conduct a public hearing following written notice being mailed to the owners of properties within 200 feet of the location of the proposed zoning; and (2) following the hearing to then review and make

recommendations to the City Commission regarding the zoning change request. The Zoning Commission can recommend approval or denial of the zoning change request. It is to make a report of its action to the City Commission.

The City Commission is the final authority for approving or denying the zoning change request.

CITY COMMISSION REGULAR MTG

(9) (b)

Meeting Date: 06/15/2022

this is the title

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Consider and take action on Resolution No. 2022-052, selecting and approving the appointment of a Mayor Pro-Tem. (Legal)

BACKGROUND (Brief Summary)

Sec. 2. Mayor and mayor pro tem.

At the first regular meeting after every election, held for the purpose of electing new city commissioners, the members of the city commission shall elect one of their members to serve as mayor pro tem, and he/she shall perform all the duties of the mayor in his/her absence or disability. The mayor shall preside at meetings of the commission and shall exercise such other powers and perform such other duties as are or may be conferred and imposed upon him/her by this Charter and the ordinances of the city. The mayor shall serve as the chief executive officer of the city. He/she shall be recognized as the head of the city government for all ceremonial purposes, by the courts for serving civil processes, and by the governor for purposes of military law. In the time of public danger or emergency, the mayor shall take command of the police, maintain order and enforce the law. If a vacancy occurs in the office of mayor, or in the case of his absence or disability, the mayor pro tem shall act as mayor until a successor is elected or appointed and has qualified. (Ord. 19-31, passed 11-18-2019)

RECOMMENDATION

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2022-052

A RESOLUTION ELECTING A MEMBER OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY TO SERVE AS MAYOR PRO TEM; 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: That the City Commission hereby elects Commissioner At-Large _____, to serve as Mayor Pro Tem.

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

PASSED AND ADOPTED this 16th day of June 2020.

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

(9) (c)

Meeting Date: 06/15/2022

Master Plan, PUD App and Development Agreement between COTC and Beazer Homes Texas

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on resolution approving a Master Plan, PUD application and Development Agreement between the City of Texas City and Beazer Homes Texas, LP for the subdivision of approximately 55.58 acres to develop approximately 137 lots for the construction of detached single family dwellings in accordance with the approved PUD, the zoning code and all applicable City codes and ordinances.

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Resolution

Agreement- Development

Agreement- PUD

RESOLUTION NO. 2022-053

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH BEAZER HOMES TEXAS, LP, IN CONNECTION WITH THE DEVELOPMENT OF APPROXIMATELY 55.58 ACRES OF LAND, APPROVING A MASTER PLAN AND PUD APPLICATION; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the owners and developers of certain 55.58 acres of land) described more fully in the Exhibit “A” attached to Resolution No.2022-053 (the “Property”) seek to develop the property; and

WHEREAS, on February 2, 2005, the City Commission of the City of Texas City adopted Resolution No.05-13 consenting to the creation of a Master District (Galveston County MUD 54) and up to five additional municipal utility districts to assist in the development of the property; and

WHEREAS, in accordance with the City’s *Policy for the Use of Special Districts*, the Developer has submitted information to the City regarding the proposed development of the Property and City staff and consultants have reviewed the information and recommend the City proceed with the creation of one or more tax increment reinvestment zones over the Property and with a developer agreement providing the terms and conditions for the development of the Property; and

WHEREAS, City staff and consultants recommend the Developer and City enter into a development agreement to provide the terms and conditions that will govern the development of the Property and the use of one or more tax increment reinvestment zones and up to six municipal utility districts to assist in the infrastructure financing necessary for the development of the Property;

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, authorizes the Mayor to negotiate and execute a Development Agreement with Beazer Homes Texas, LP in substantially the same form as **Exhibit “A”** attached hereto and made a part hereof for all purposes.

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

PASSED AND ADOPTED this 16th day of June 2020.

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

DEVELOPMENT
AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement"), is made and entered into as of June 2022, by and between **THE CITY OF TEXAS CITY, TEXAS**, a municipal corporation and home-rule city of the State of Texas (the "City"), **BEAZER HOMES TEXAS, LP, a Delaware limited partnership** (the "Developer").

Article I
RECITALS:

1.01. Developer intends to acquire an approximately 55.58 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 has approved its application for a planned unit development (the "PUD") for the Property attached (Exhibit "B").

1.02. Developer intends to utilize the Property to develop approximately 137 single-family detached 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 23rd Street North, and a second point of access, which will need to be connected to 21st Street North on the south end of the Property. In addition, there will be a crash gate and an all-weather access road at 19th Street North connecting to the Godard Park subdivision. Developer agrees to construct the entrances to the property.

2.02 Anti-Drilling. Currently there exists a 2.926-acre drill site in the northeast corner of the site. Save and except this drill site, all other property within the PUD shall be considered a "residence" for the purposes of City of Texas City, Texas, Code of Ordinances, Sec 120.27.001 for Texas City. No permit may be issued for any oil or gas well to be drilled at any location which is nearer than 600 feet of the PUD. Any well shall be in accordance with State law.

203 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, which shall have as one of their stated purposes to permanently own and maintain through assessments all lakes, ponds, and other detention facilities, parks and recreation facilities, the pipeline easement corridor within the Project boundary, 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 owned and maintained by the property owner’s associations 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 pursuant to Texas – New Mexico’s ultimate service design. 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 determined by the Mayor or his designee. 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 Property Values. The Developer recognizes that a significant portion of the City’s consideration for entering into this Agreement and consenting to the creation of the PUD is the Developer’s representations that it would achieve an average home value of \$250,000 (the “Target Value”). Prior to the City approving the permits for construction of the 75th home of the project, the average single family home value must meet or exceed the Target Value in accordance with the Galveston County Appraisal District rolls, builders sales contracts, or any other documented means.

3.04 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 recordation of the first plat related to this Agreement. The Developer agrees to require Sub-developers to abide by the Developer's development standards and provide for enforcement mechanisms for restrictive covenants.

3.05 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.

3.06 Building Regulations. A residential structure shall consist of a minimum of 60% brick, stone, or masonry. For purposes of this requirement, "hardboard" or similar cementitious manufactured or engineered products are not considered masonry. A masonry or pre-cast concrete screening wall shall be constructed along 23rd St. North. Upgraded wood fencing (stained cedar with brick or masonry columns) shall be provided for lots where the Property abuts a non-single family use, and a decorative metal view fence shall be constructed for lots adjacent to the amenity pond.

3.07 Restrictions of access through 19th Street North. Developer shall prohibit the use of 19th Street North as access for construction or any other active surface use except emergency access as declared by the City of Texas City or other governmental authority.

Article IV Obligations of the City:

Upon adoption of the PUD, the City will approve the following:

1. The City will consent to the rezoning of Tract 28 out of the D Richardson Survey, Abstract No. 167 totaling +/- 55.58 acres in Texas City, Texas from Zone A-1 (Single Family Residential) to a Planned Unit Development (PUD) with a land use of single-family detached residential dwellings.
2. To the extent allowed by law, the PUD will incorporate provisions to prohibit drilling for any natural resources within the boundaries of the PUD save and except the 2.926-acre drill site that exists in the northeast corner of the site which predates the establishment of this PUD.
3. The City shall not withhold consent unreasonably to the annexation of Tract 28 out of the D Richardson Survey, Abstract No. 167 totaling +/- 55.58 acres in Texas City into Galveston County Municipal Utility District 66.

Article V Term and Default

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

5.02 Default.

- a. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.
- b. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, 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 or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies. All remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party 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 VI Miscellaneous Provisions

6. Miscellaneous.

6.1 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.

6.2 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. Lowery Expressway
Texas City, Texas 77591
Attn: Kim Golden

With a copy to:

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

If to the Developer, to:

Beazer Homes, LP
10235 West Little York, Suite 200,
Houston, Texas 77040
Attn: Shannon Wiesepepe
Facsimile: _____
Email: shannon.wiesepepe@beazer.com

With a copy to:

Beazer Homes USA, Inc.
1000 Abernathy Rd, Suite 260
Atlanta, GA 30328
Attn: Andrew Devin
Facsimile: _____
Email: andrew.devin@beazer.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.

6.3 *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.

6.4 *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

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

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

6.7 *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.

6.8 *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.

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

6.10 *Interpretations.* This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

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

6.12 *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.

6.13 *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.

6.14 *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.

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

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: _____

BEAZER HOMES, TEXAS, L.P., a
Delaware limited partnership

By: Beazer Homes Texas Holding, Inc., its
general partner

BY: _____
NAME: _____
TITLE: _____

Exhibit 'B' - Zoning Exhibit

GENERAL NOTES:

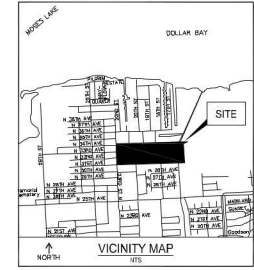
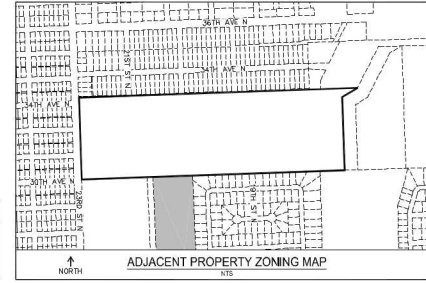
- G.C.C.F. Indicates "Galveston County Clerk's File"
G.C.M.R. Indicates "Galveston County Map Record"
NO. Indicates "Number"
PG. Indicates "Page"
R.O.W. Indicates "Right-of-Way"
VOL. Indicates "Volume"
* Indicates change in street name
- The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Gnd Coordinates (NAD 83) and may be brought to surface by applying the following combined scale factor: 0.999923865510.
- All side lot lines are either perpendicular or radial to street frontage unless otherwise noted.
- Proposed lot sizes include 50' x 120' (Typ.), 60' x 120' (Typ.), and 70' x 120' (Typ.)
- Proposed zoning: Planned Unit Development
- Zoning of adjacent property: A-1 (Single Family Residential) and C (Multi-Family Residential)
- Land use of adjacent property: multi-family dwellings, single-family detached residential dwellings, public parks, and vacant land
- No portion of this tract lies within the floodplain.
- The proposed density is 2.5 dwelling units per acre.
- Parkland required: 0.7 acres
Parkland provided: 0.9 acres

LOT WIDTH DATA

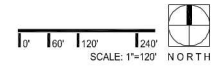
LOT WIDTH	NUMBER OF LOTS	PERCENTAGE
50'-60'	73	53%
60'-70'	40	29%
>70'	24	18%
TOTAL	137	100%

LEGEND

- SITE
- ZONE A-1
- ZONE C



OWNER CONTACT INFORMATION
 GILLBROS, LLC
 23 BURKICK STREET
 SUGAR LAND, TEXAS 77479
 281-565-3823



Moses Lake Tract: Zoning Exhibit
 A Subdivision of 55.58 acres out of the D.L. Richardson Survey, A-167, City of Texas City, Galveston County, Texas.
 137 Lots and 4 Blocks
 Developer: Beazer Homes, LP, 10235 West Little York, Suite 200, Houston, TX 77040. (281) 686-1916



February 28, 2022

TEXAS CITY PUD APPLICATION

**Submitted by
EHRA ENGINEERING, INC.**

June 10, 2022

Texas City PUD Application

The following application is submitted under Section 160.050 District I (PUD), Planned Unit Development

Project

Beazer Homes Texas, LP, (the “Developer”) intends to develop a 55.58-acre tract located east of 23rd Street North, south of 34th Avenue North, and north of 28th Avenue North and Godard Park in Texas City (the “City”). The aforementioned tract is located within a predominantly single-family residential area, with parks and vacant land being the only other land uses in the area. Upon completion, the community will consist of a mix of approximately 137 single-family detached homes ranging in base price from (\$264,990 – \$343,990) with lot sizes ranging from 50’x120’, 60’x120’ and 70’x120’. Multiple housing types will increase options for homebuyers and enhance the viability of the project. An all-weather access road and crash gate will be located at 19th Street North to provide access for emergency vehicles. Benefits to the City include important traffic circulation improvements, parkland dedication, and providing a compatible land use with the surrounding community. Developer is submitting this application to establish the parameters of development for the community and the obligations of both Developer and the City.

Project Details

1. The site is located east of 23rd Street North, south of 34th Avenue North, and north of 28th Avenue North and Godard Park (see attached survey “Exhibit A” and zoning exhibit “Exhibit B”).
2. The development will consist of a mix of approximately 137 single-family detached lots, ranging from 6,000 square feet to over 20,000 square feet, upon which built homes are expected to range in base price from (\$264,990-\$343,990). Typical lot sizes include 50’x120’, 60’x120’ and 70’x120’ (see attached land plan “Exhibit C”). The community will incorporate walking/jogging trails (see attached amenities plan “Exhibit D”), as well as a 0.8 acre park/green space with playground equipment and seating areas, and landscaped entry reserves. Decorative fencing will be required for the rear and side lot lines adjacent to the amenity pond, 23rd St. North, and the entryway from 23rd St. North. Multiple housing types will increase options for homebuyers and enhance the viability of the project. An all-weather access road and crash gate will be located at 19th Street North to provide access for emergency vehicles. Benefits to the City include important traffic circulation improvements, parkland dedication, and providing a compatible land use with the surrounding community.

3. The density will be approximately 2.5 units per acre.
4. There will be no non-residential uses.
5. All home construction will be standard one- and two-story dimensions, not exceeding 36 feet in height.
6. The property will drain to the east, into an amenity pond which will then drain into the drainage ditch to the east of that.
7. No portion of this tract lies within the floodplain as it is levee-protected and there are no jurisdictional wetlands (there are isolated wetlands but not jurisdictional) within the property boundaries.

Developer Obligations

Upon adoption of the PUD, Developer will commit to the following:

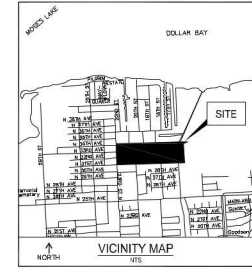
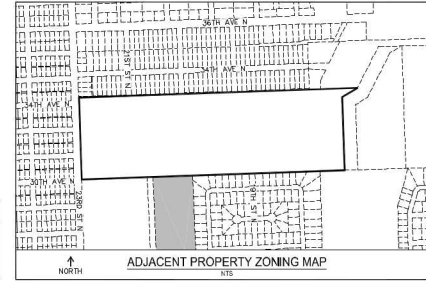
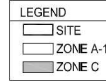
1. The property will be developed under the general time frame presented in "Exhibit E."
2. At a minimum Developer will provide green space/trails as delineated in "Exhibit D."
3. Before any housing units are constructed, Developer will form a homeowners association ("HOA") covering all residential units in the PUD. The HOA will be responsible for all subdivision and common area maintenance.
4. Developer will commit that development and buildout will follow all Texas City ordinances and regulations.
5. Developer will abandon and remove the existing water mains which traverse the property. Developer will relocate water mains into platted right-of-way within the property. Developer will also add isolation valves as required by the City upon review of the infrastructure improvement plans.
6. Developer will construct a 24' wide all-weather access road from 19th Street North. The all-weather access road will have a traffic load rating of H-20 as specified by the American Association of State and Highway Officials (AASHTO). Developer will also construct a Knox box and crash gate at connection from 19th street.

Exhibit 'B' - Zoning Exhibit

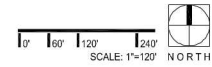
GENERAL NOTES:

- G.C.C.F. Indicates "Galveston County Clerk's File"
G.C.M.R. Indicates "Galveston County Map Record"
NO. Indicates "Number"
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VOL. Indicates "Volume"
* Indicates change in street name
- The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Gnd Coordinates (NAD 83) and may be brought to surface by applying the following combined scale factor: 0.999923865810.
- All side lot lines are either perpendicular or radial to street frontage unless otherwise noted.
- Proposed lot sizes include 50' x 120' (Typ.), 60' x 120' (Typ.), and 70' x 120' (Typ.)
- Proposed zoning: Planned Unit Development
- Zoning of adjacent property: A-1 (Single Family Residential) and C (Multi-Family Residential)
- Land use of adjacent property: multi-family dwellings, single-family detached residential dwellings, public parks, and vacant land
- No portion of this tract lies within the floodplain.
- The proposed density is 2.5 dwelling units per acre.
- Parkland required: 0.7 acres
Parkland provided: 0.9 acres

LOT WIDTH DATA		
LOT WIDTH	NUMBER OF LOTS	PERCENTAGE
50'-60'	73	53%
60'-70'	40	29%
>70'	24	18%
TOTAL	137	100%



OWNER CONTACT INFORMATION
 GILLBROS, LLC
 23 BURKICK STREET
 SUGAR LAND, TEXAS 77479
 281-565-3823

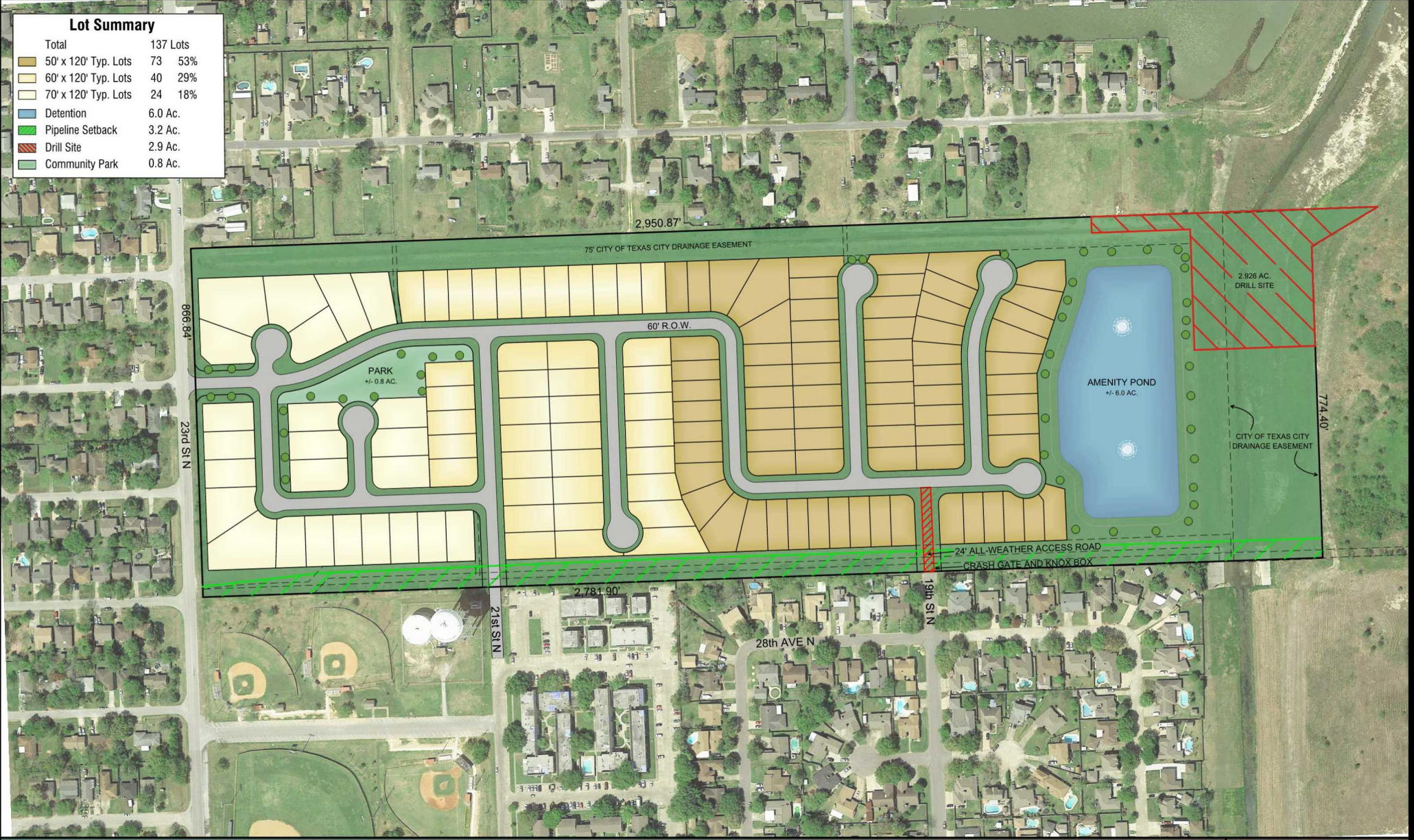


Moses Lake Tract: Zoning Exhibit
 A Subdivision of 55.58 acres out of the D.L. Richardson Survey, A-167, City of Texas City, Galveston County, Texas.
 137 Lots and 4 Blocks
 Developer: Beazer Homes, LP, 10235 West Little York, Suite 200, Houston, TX 77040. (281) 686-1916

EHRA
 ENGINEERING & ARCHITECTURE
 713.284.4500
 1101 N. GULF SHORE BLVD., SUITE 100
 HOUSTON, TEXAS 77028
 TIPS: 713.284.4501

February 28, 2022

Exhibit 'C' - Land Plan



Moses Lake Tract - 137 Lots

A 55.58 Acre Community located in Galveston County, Texas.

February 28, 2022

0' 50' 100' 200' SCALE: 1"=100'

N OR T H

EHRA
ENGINEERING THE FUTURE SINCE 1988

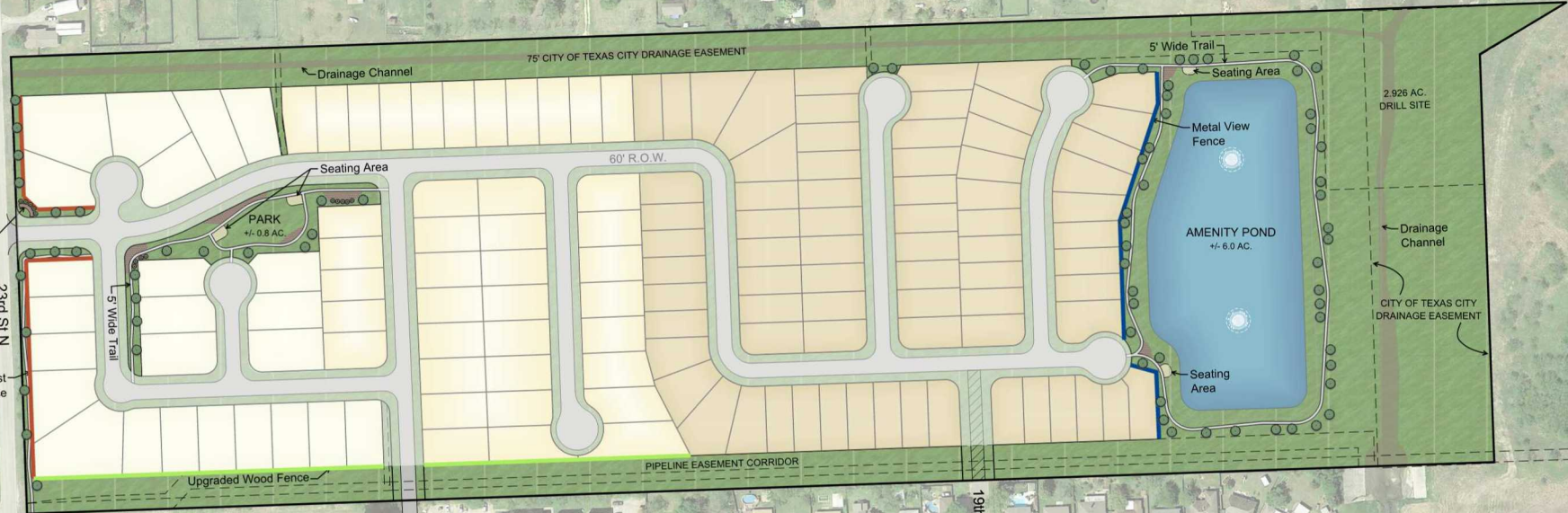
10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.5500
EHR@INC.COM
TEPE No. F-726
TSPS No. 10055300

EHRA JOB NO.
171-048-02

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans are based on field data and are subject to change without notice.

Exhibit 'D' - Open Space Amenities Plan

- Legend**
- Masonry/Pre-Cast Concrete Fence
 - Upgraded Wood Fence
 - Metal View Fence
 - 5' Wide Trail
 - Flower Bed
 - Seating Area



Example Playground Equipment



Typical Bench



Example Monument Sign



5' Wide Trail



Moses Lake Tract: Open Space Amenities Plan

A 55.58 Acre Community located in Texas City, Texas.

February 28, 2022



EHRA

ENGINEERING THE FUTURE SINCE 1988

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHR@EHRA.COM
EHRPE No. F-726
TSPS No. 10000000

EHRA JOB NO. 171-048-02

No warranty or representation of intended use, design or project requirements are made herein. All Plans are subject to field conditions and subject to change without notice.

Exhibit E
Development Timeline

Original PUD Application Submission	December 8, 2021
Current PUD Application Submission	May 1, 2022
PUD Approval	June 15, 2022
Property Closing	July 1, 2022 (pending PUD approval)
Construction Begins	April 2023 (first home start)
Buildout of All Homes	December 2026 (last home closing)

CITY COMMISSION REGULAR MTG

(9) (d)

Meeting Date: 06/15/2022

Brookwater Subdivision Consent to Annexation into MUD

Submitted For: Veronica Carreon, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on a Resolution of Consent to the annexation of certain land comprising the Brookwater Subdivision into Galveston County Municipal District No. 79 upon certain conditions and further providing therewith.

BACKGROUND (Brief Summary)

Galveston County Municipal District No. 79 (MUD 79) and Binnacle Texas City 51, LLC have jointly petitioned the City of Texas City, TX for consent to the annexation of certain land comprising the Brookwater Subdivision into MUD 79. City Commission approved the master plan and development agreement on November 17, 2021. Planning Board approved the preliminary plat for Section 1 on May 16, 2022. Staff have reviewed the application and offer no objection to the consent to annexation subject to the condition that construction of all the infrastructure commence within 24 months and be substantially complete within 36 months, which condition is not objectionable to the MUD.

RECOMMENDATION

Fiscal Impact

Attachments

Resolution

Petition

RESOLUTION NO. 2022-054

A RESOLUTION OF CONSENT TO THE ANNEXATION OF CERTAIN LAND COMPRISING THE BROOKWATER SUBDIVISION INTO GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 UPON CERTAIN CONDITIONS AND FURTHER PROVIDING THEREWITH.

WHEREAS, the Galveston County Municipal District No. 79 (MUD 79) and Binnacle Texas City 51, LLC have jointly petitioned the City of Texas City, TX for consent to the annexation of certain land comprising the Brookwater Subdivision into MUD 79, and

WHEREAS, Binnacle Texas City 51, LLC is the developer of the Brookwater Subdivision pursuant to that certain Development Agreement dated November 17, 2021, for which subdivision the City Commission did preliminarily approve a zoning change to District I – Planned Unit Development and Masterplan on same date; and

WHEREAS, the Planning Board of the City of Texas City did approve a preliminary plat and one-line drawings for Section 1 of the Brookwater Subdivision in accordance with the approved Master Plan at its meeting on _____; and

WHEREAS, staff have reviewed the application and offer no objection to the consent to annexation subject to certain recommended conditions upon the time for construction of improvements, which conditions are acceptable to the MUD and to the City Commission.

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

Section 1. That the Petition for Consent to Annexation of Certain Land into the Galveston County Municipal Utility District No. 79 filed jointly by said MUD and Binnacle Texas City 51, LLC, together with all exhibits thereto is hereby incorporated herein by reference.

Section 2. That the City Commission of the City of Texas City, Texas, hereby consents to the annexation of certain land comprising the Brookwater Subdivision into the Galveston County Municipal District No. 79 upon conditions stated in Exhibit B of the Petition and upon the further condition that the construction of infrastructure commence within twenty-four (24) months from the date of this resolution and be completed within thirty-six (36) months from the date of this resolution, unless such times are extended in writing signed by the Mayor upon recommendation from the City Engineer and Director of Transportation and Planning.

PASSED AND ADOPTED this 15th day of June 2022.

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

PETITION FOR CONSENT TO ANNEX LAND INTO
GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TEXAS CITY,
TEXAS:

The undersigned, GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 (the "District"), and BINNACLE TEXAS CITY 51 LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Council of the City of Texas City, Texas (the "City"), for its written consent to the annexation by the District of the 50.65-acre tract of land described by metes and bounds in Exhibit A (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on August 17, 2020. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Galveston Central Appraisal District.

III.

The Petitioner represents that there are no lienholders on the Land except Next Level Income Fund LLC, a Texas limited liability company.

IV.

The Land is situated wholly within Galveston County, Texas. No part of the Land is within the limits of any incorporated city, town or village, except the City and no part of the Land is within the extraterritorial jurisdiction (as such term is defined in Local Government Code Section 42.001 *et seq.*, as amended) of any city, town or village. All of the Land may properly be annexed into the District.

V.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, and a drainage and storm sewer system, road facilities, and parks and recreational facilities.

VI.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Galveston County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system nor an adequate drainage system, nor road facilities, nor parks or recreational facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system and a drainage and storm sewer system, road facilities, and parks and recreational facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage and storm sewer system, such road facilities, and such parks and recreational facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

Petitioner and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioner and the District will adopt and abide by the conditions set forth in Exhibit B, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on January 24, 2022.

GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 79

By: [Signature]

Name: Mike Arterburn

Title: President

ATTEST:

By: [Signature]

Name: Robert R Tautenhahn

Title: Secretary

(SEAL)

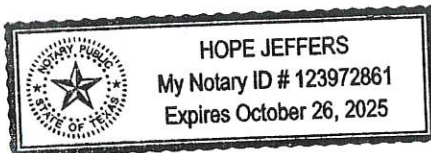


THE STATE OF TEXAS §

§

COUNTY OF GALVESTON §

This instrument was acknowledged before me on January 24, 2022, by Mike Arterburn, as President, and Robert Tautenhahn, as secretary, of the Board of Directors of GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79, a political subdivision of the State of Texas, on behalf of said political subdivision.



[Signature]
Notary Public, State of Texas

(NOTARY SEAL)

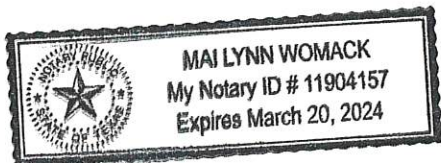
BINNACLE TEXAS CITY 51 LLC,
a Texas limited liability company

By: Binnacle Development, LLC,
a Texas limited liability company,
its Managing Member

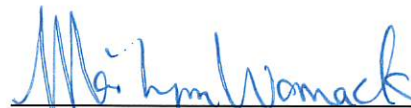
By: 
Jerry W. LeBlanc
Managing Member

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 24th, 2022,
by Jerry W. LeBlanc, Managing Member of Binnacle Development, LLC, a Texas limited
liability company, Managing Member of BINNACLE TEXAS CITY 51 LLC, a Texas
limited liability company, on behalf of said limited liability companies.



(NOTARY SEAL)


Notary Public, State of Texas

Attachments:

Exhibit A: Description of the Land

Exhibit B: Conditions of the City

EXHIBIT A



200 Houston Avenue, Suite B
League City, Texas 77573
(281) 554-7739
www.HighTideSurveying.com

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";



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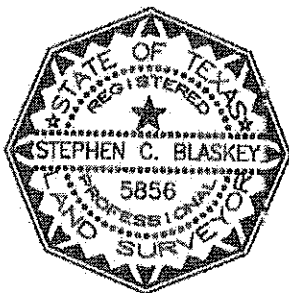
THENCE, along the arc of said tangent curve to the right, a distance of 94.24 feet, the chord of which bears S 40°41'19" E, 91.84 feet, to a 5/8 inch rod found at the end of said curve;

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.



July 29, 2020

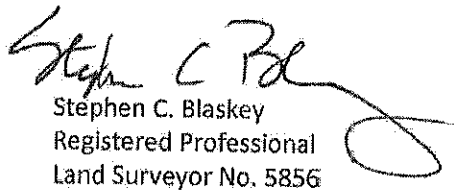

Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856

Exhibit B

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

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

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

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

CERTIFICATE

THE STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

I, the undersigned Secretary of the Board of Directors of GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into Galveston County Municipal Utility District No. 79 that was filed with the Board of Directors of the District on January 24, 2022.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on January, 2022.

GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 79

(SEAL)



By: _____

[Handwritten Signature]
Secretary, Board of Directors

CERTIFICATE OF AUTHORITY

I, Jerry W. LeBlanc, hereby certify that:

1. I am the sole Managing Member of Binnacle Development, LLC, a Texas limited liability company, a Texas limited liability company ("Binnacle");
2. Binnacle is the Managing Member of BINNACLE TEXAS CITY 51 LLC, a Texas limited liability company ("Binnacle 51");
3. In such capacity, I am authorized to execute any and all documents in connection with the annexation of land into GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 (the "District"), including, specifically, but not limited to, the Petition for Consent to Annex Land into the District, and the Petition for Addition of Certain Land into the District, and any certificates needed by the City of Texas City, Texas, the Texas Commission on Environmental Quality and the Attorney General of Texas (the "Annexation Documents"); and
4. Such execution of the Annexation Documents is duly authorized in accordance with the limited liability company agreements of Binnacle and Binnacle 51;
5. Such authorization is valid as of the date of execution of said Annexation Documents.

WITNESS MY HAND this 24th day of January, 2022.

**BINNACLE DEVELOPMENT, LLC, a Texas
limited liability company**

By: _____

Jerry W. LeBlanc
Managing Member

