

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

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS MEETING

AGENDA

APRIL 6, 2022 3:00 PM
CITY HALL COMMISSION CHAMBERS
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. DECLARATION OF QUORUM
2. ROLL CALL
3. CONFLICT OF INTEREST DECLARATION
4. Consider Approval of the March 2, 2022 Meeting Minutes.
5. PUBLIC COMMENTS
6. NEW BUSINESS
 - A. Approve a Resolution Ratifying the Right of Way Easement Agreement with Kinder Morgan Tejas Pipeline LLC
 - B. Approve a Resolution Ratifying the Temporary Workspace and Access Agreement with Kinder Morgan Tejas Pipeline LLC
 - C. Discuss and Consider for Approval for Staff to Post an Invitation to Bid for the Maintenance and Mowing of all TCEDC Owned Properties
 - D. Discuss and Consider for Approval the Sale of TCEDC Owned Property Located at 712 15th Avenue North to Mae Ella Budwine
 - E. Discuss and Consider for Approval the Purchase of Property Located at 5 2nd Avenue North from Mae Ella Budwine

- F. Discuss and Consider for Approval a Resolution for the Abatement and Demolition for 17 9th Street South
 - G. Discuss and Consider for Approval a Resolution for the Removal of Underground Storage Tanks at 9407 Skyline Drive
 - H. Discuss and Consider for Approval a Business Owner Incentive Package Agreement with Erin Clymer for Species Gym Located at 702 9th Avenue North
 - I. Discuss and Consider for Approval of an Unimproved Property Agreement for a TCEDC Owned Parcel at the Intersection of 9th Avenue and 9th Street with Bryan Springer
7. UPDATES AND REPORTS
- A. Texas City EDC Staff Update
 - B. Small Business Development Center Update
 - C. Texas City La Marque Chamber of Commerce Update
 - D. Texas City ISD Update
8. REQUEST AGENDA ITEMS FOR FUTURE MEETINGS
9. ADJOURNMENT

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON APRIL 1, 2022, PRIOR TO 3:00 P.M., AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

Texas City Economic Development Corporation

TCEDC Agenda

4.

Meeting Date: 04/06/2022

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider Approval of the March 2, 2022 Meeting Minutes.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Minutes

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS MEETING

MINUTES

MARCH 2, 2022

CITY HALL CONFERENCE ROOM

The Texas City Economic Development Corporation Board of Directors met March 2, 2022, at 3:00 p.m., in the City Hall Conference Room, 1801 9th Avenue North, in Texas City, Texas. A quorum having been met, the meeting was called to order at 3:01 p.m. by Randy Dietel with the following in attendance:

(1) DECLARATION OF QUORUM

(2) ROLL CALL

Present: Randy Dietel, Vice-Chairperson
Dedrick D. Johnson, Mayor/ Director
Bruce Clawson, Director

Absent: Mark Ciavaglia, Chairperson
Brandi Peterson, Director
Laura Boyd, Ex-Officio Member / Treasurer

Staff Present: Jon Branson, Executive Director of Management Services
Garrett McLeod, Economic Development Director
Rhomari Leigh, Board Secretary
George Fuller, City Staff
Ryan McClellan, City Staff

Attendees: Melissa Duarte
Amy Reid
Henry Gomez

(3) CONFLICT OF INTEREST DECLARATION

There were none.

(4) Consider Approval of the November 30, 2021 Meeting Minutes.

Motion by Mayor/ Director Dedrick D. Johnson, Seconded by Director Bruce Clawson

Vote: 3 - 0 CARRIED

(5) PUBLIC COMMENTS

(6) NEW BUSINESS

- (a) Discuss and Consider for Approval of a Sign and Paint Agreement with Janet Morris for Upscale Lounge Located at 524 6th Street N.

Motion by Mayor/ Director Dedrick D. Johnson, Seconded by Director Bruce Clawson

Vote: 3 - 0 CARRIED

- (b) Discuss and Consider for Approval of a Grazing Agreement with the Texas City Future Farmers of America

Motion by Director Bruce Clawson, Seconded by Mayor/ Director Dedrick D. Johnson

Vote: 3 - 0 CARRIED

- (c) Discuss and Consider for Approval a Letter of Intent for CastleRock Communities to Purchase +/- 6.87 Acres from the Texas City EDC

Motion by Director Bruce Clawson, Seconded by Mayor/ Director Dedrick D. Johnson

Vote: 3 - 0 CARRIED

(7) UPDATES AND REPORTS

- (a) Texas City La Marque Chamber of Commerce Update

- (b) Texas City ISD Update

Dr. Duarte stated that TCISD is currently going through a Long-Range Strategic Planning process.

- (c) Small Business Development Center Update

Amy Ried was introduced to the EDC Board and City Staff.

- (d) Texas City Staff Update

Jon Branson, Executive Director of Management Services, stated that the 6th Street Lighting Project is nearing completion. A lighting ceremony will be forthcoming.

George Fuller, City Staff, stated that there were three completed demos: 1219 9th, 1415 6th, and 1119 6th.

Garrett McLeod, Economic Development Director, gave a brief overview of the DCI & Garner Economic's Strategic Plan process.

(8) REQUEST AGENDA ITEMS FOR FUTURE MEETINGS

There were none.

(9) ADJOURNMENT

Having no further business, Vice-Chairperson Randy Dietel made a Motion to ADJOURN at 3:34 p.m. The meeting was adjourned.

Board Secretary
Texas City Economic Development Corporation

Date Approved: _____

TCEDC Agenda

6. A.

Meeting Date: 04/06/2022

Approve a Resolution Ratifying the Right of Way Easement Agreement with Kinder Morgan Tejas Pipeline LLC

Submitted By: Garrett McLeod, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

BACKGROUND

The Economic Development Corporation is requested to ratify the executed Right of Way Easement Agreement with Kinder Morgan Tejas Pipeline LLC.

The agreement allows Kinder Morgan to effectively construct a pipeline in order to transport industrial gases to Gulf Coast Ammonia.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Right of Way Easement Agreement

Staff Report

Resolution

Tract No.: TR 202-508-038.1, 047.7, 052.4
State of Texas
County of Galveston

RIGHT OF WAY AND EASEMENT AGREEMENT

This agreement is made and entered into by and between **Texas City Economic Development Corporation, Inc.** ("Grantor", whether one or more), whose mailing address is 1801 9th Avenue North, Texas City, Texas 77590-5472, and **Kinder Morgan Tejas Pipeline LLC**, a Delaware limited liability company ("Grantee"), whose mailing address is 1001 Louisiana Street, Suite 1000, Houston, Texas 77002.

For and in consideration of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS cash and other valuable consideration, the receipt and adequacy of which are hereby acknowledged and full acquittance granted therefor, Grantor does hereby grant, convey and deliver with full warranty of title and with substitution and subrogation to all rights and actions of warranty to Grantee, its successors and assigns, a right of way and easement to install, lay, construct, maintain, use, inspect, operate, protect, repair, replace, and abandon one (1) pipeline, not to exceed sixteen (16") inches outside diameter, together with appurtenances thereto (including but not limited to air patrol markers, valves and corrosion control equipment, above or below ground), for the transportation and measurement of industrial gases (including but not limited to hydrogen, nitrogen, oxygen, carbon monoxide and syngas) and other products or substances which can be transported through a pipeline under, upon, over and through the following described lands (the "land") belonging to Grantor situated in Galveston County, Texas, to-wit:

TRACT I: Lot four (4), in Block 48, of the Kohfeldt's First Addition to Texas City subdivision, situated in the John Grant Survey, Abstract No. 72, Galveston County, Texas, per map or plat thereof recorded in Plat Record 14, Map No. 47, Map Records, Galveston County, Texas, less and except any conveyances heretofore made.

TRACT II: Lots twelve (12) and thirteen (13), in Block 228, of the Texas City Second Division subdivision, situated in the Norman Hurd Survey, Abstract No. 77, Galveston County, Texas, per map or plat thereof recorded in Plat Record 10, Map No. 33, Map Records, Galveston County, Texas, less and except any conveyances heretofore made.

TRACT III: Lots seven (7) and eight (8), in Block 173, of the Texas City Second Division subdivision, situated in the Norman Hurd Survey, Abstract No. 77, Galveston County, Texas, per map or plat thereof recorded in Plat Record 10, Map No. 33, Map Records, Galveston County, Texas, less and except any conveyances heretofore made.

This grant of rights and easement includes the right of access to said pipeline and appurtenant facilities and the right of ingress and egress on, over, across and through Grantor's land, for any and all purposes convenient to the exercise by Grantee of the rights granted hereunder. Permits which allow lines to be maintained or constructed in City rights of way shall be obtained by GRANTEE or its contractor prior to beginning maintenance or construction in accordance with all applicable City ordinances. The one-time application and road crossing fees for such permits is in addition to the consideration given for the easement herein granted.

Grantor covenants that Grantor is the owner of the land, has a good and indefeasible title thereto, and has the right, title and capacity to grant the rights and easement hereby granted.

The easements herein granted shall have a total permanent easement limited entirely to the physical space occupied by the installed pipe with width of sixteen (16") inches being shown and identified on [Exhibits "A" thru "A-1", "B" and "C"] attached hereto and made a part hereof. From time to time during construction and maintenance operations, Grantee shall have the right to use an additional workspace width beyond the limits of the permanent easements herein granted being apportioned on each side of said permanent easements in such manner as Grantee may desire. During initial construction only the sideline boundaries of said sixteen (16") inch permanent easement and additional workspace shall be extended or shortened as the case may be to meet at angle points and to meet all of Grantor's boundary lines. During initial construction only, Grantee shall have the right to use such additional temporary workspace as may be reasonably necessary in crossing creeks, canals, roads, railroads, pipelines and other obstructions.

The pipeline to be constructed under this grant shall be located at a depth of at least sixty (60") inches below the surface of the ground and at least sixty (60") inches below the bottom of all ditches and canals. However, Grantee shall have the right to install vents and markers above ground at various points, including without limitation at canal, ditch, highway, road, railroad, and fence crossings and at property lines as required by Grantee to support the pipeline operations and by the governing State and Federal Regulations and Codes.

Upon completion of construction of the pipeline, but not later than twelve (12) months from the Effective Date, GRANTEE shall survey the actual as-built location of the pipeline. GRANTEE shall deliver to Grantor a recordable "Notice of Location" document describing the actual location of the Easement on the property in metes and bounds description and certified plat. GRANTEE shall record said Notice of Location in the official public records of the county in which the property is located. In the event the actual location of the easement must be modified from the proposed location shown on [Exhibits "A" thru "A-1", "B" and "C"] due to conditions unknown at the time of execution of this agreement, Grantor and Grantee shall promptly negotiate in good faith an amendment to this agreement (in recordable form), modifying the location of the easement, but all other terms of this agreement shall remain unchanged and in full effect; provided, however, should such modification result in a easement of greater length than provided herein, Grantee shall promptly pay Grantor additional consideration for such greater easement on equivalent terms. However, if the footage is less than the proposed location shown on [Exhibits "A" thru "A-1", "B" and "C"], no additional compensation shall be owed to GRANTOR and GRANTOR will not be obligated to return any funds previously paid. After installation of said pipeline, GRANTEE shall hold a permanent easement limited entirely to the physical space occupied by the installed pipe.

Grantor retains the right to use the land, except as such use may hinder, conflict or unreasonably interfere with the exercise and enjoyment of the rights and easement herein granted or to the extent that such use by Grantor may not be consistent with the safety of Grantee's facilities or the safety of persons or property on the surface of the easement. Grantor's use shall be subject to the easement herein granted unto Grantee. Grantor shall coordinate any construction on or over the permanent right of way and easement of any buildings, structures or other improvements, natural or man-made obstructions, or lakes, ponds, impounded water or obstructions of any nature to not interfere with the construction, maintenance, repair or operation of the pipeline constructed by GRANTEE. GRANTOR shall nor plant trees, drill, excavate or fill within the permanent easement, without the express written prior consent of Grantee.

Grantee shall, without any liability for damages, have the right from time to time to cut or remove all trees and overhanging limbs, undergrowth or other facilities or obstructions on or within the permanent easement that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges herein granted.

Notwithstanding any other provision in this Agreement, GRANTOR may construct public infrastructure such as streets or roads (including gravel, asphalt, or concrete streets or roads and including the extension of municipal utilities and the installation of such cables and supports as may be necessary for traffic signals and signage related to such streets) at any locations above the Easement that the GRANTOR chooses provided the portion of a street or road or other infrastructure constructed above the Easement does not cause a violation of any applicable pipeline regulation, or interfere with the operation and maintenance of any pipeline or create an unsafe condition. At least thirty (30) days before the date on which construction of an asphalt or concrete street or road that will be located wholly or partially within the Easement is scheduled to begin, GRANTOR shall provide plans for the proposed construction to GRANTEE for information. GRANTOR'S construction of any such street or roads shall be at GRANTOR's sole expense.

Grantee agrees to indemnify and hold Grantor harmless from and against any and all liability or responsibility for injury to (including the death of) persons or damage to property to the extent arising out of or resulting from the negligence or willful misconduct of Grantee.

Grantee agrees to pay Grantor (or Grantor's tenant(s), if applicable) for all normal and customary damages to growing crops, livestock, land, timber, canals, levee systems, private roadways, fencing or buildings or other property of Grantor (or Grantor's tenant(s), if applicable) to the extent caused by Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline has been laid, Grantee shall not thereafter be liable for any damages resulting from trimming, moving or removing trees, brush or undergrowth from or within the permanent easement (except for crop damages and agriculture damages) and shall not be liable for any damage to property or improvements which are prohibited within the permanent easement under the terms of this grant.

The consideration recited herein is accepted by Grantor in full payment, settlement and satisfaction for the rights and easement (temporary and permanent), for all severance damages, and for all normal anticipated damages caused by Grantee's exercise of the rights herein granted upon the easement, including without limitation its right to maintain the permanent easement clear.

The ownership of the pipeline, component parts thereof, and all appurtenances thereto installed by Grantee within the easement shall remain the property of Grantee at all times. Upon the termination of the use of the easement, Grantee may elect to leave said pipeline, component parts thereof, and all appurtenances thereto, or any part thereof, in place or thereafter remove them, or any part thereof.

This agreement shall be binding upon the successors and assigns of the parties hereto. Grantee, its successors and assigns, are expressly given and granted the right to assign this agreement, or any interest herein, in whole or in part, and the same shall be divisible among two or more persons as to any rights created hereunder.

This agreement may be executed in one or more counterparts and shall be binding upon each party executing the original or any counterpart thereof, regardless of whether all of the parties owning an interest in the land join in the execution of this agreement. The failure of any party owning an interest in the land to sign this agreement shall not affect its validity as to those whose signatures appear on the original or any counterpart hereof.

TO HAVE AND TO HOLD said premises, together with the rights and appurtenances thereto, unto GRANTEE, its successors and assigns, forever, in accordance with the terms hereof. GRANTOR does hereby bind itself and its heirs, successors and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTEE:
Kinder Morgan Tejas Pipeline LLC

By: _____

Name: Ryan Dahl

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of March, 2022, by Ryan Dahl as Attorney-in-Fact of Kinder Morgan Texas Pipeline LLC, a Delaware limited liability company.

Notary Public, State of _____
My Commission Expires on _____

WHEN RECORDED, PLEASE RETURN TO:
SIGNATURE FIELD SERVICES LLC
ATTN: Kerry Dampier
28803 Jade Springs Lane
Fulshear, Texas 7741

PROPOSED CENTERLINE	---
ROADSIDE PIPE	---
PERMANENT EASEMENT	---
TEMPORARY WORKSPACE	---
PERSON PIPELINE	---
CENTRAL LINE OF ROAD	---
EDGE OF PAVEMENT	---
GAS PIPELINE	---
OVERHEAD POWER LINE	---
SEWER - SANITARY	---
SEWER - STORM	---
FIBER OPTIC CABLE	---
TELEPHONE LINE	---
WATERLINE	---
WATERBODIES	---
TOPPOLE	---
MARKER	---
POLE	---
ANCHOR	---
SPUR	---

- GENERAL NOTES**
- PIPELINE DEPTH AT ROAD MINIMUM UNLESS OTHERWISE NOTED. MEASUREMENT FROM THE TOP OF THE PIP TO THE GRADE LEVEL OF THE LOWSIDE OF THE TRENCH.
 - CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES AND DEPTHS. CONTRACTORS TO DETERMINE DEPTHS OF ALL UTILITIES AND DEPTHS OF ALL UTILITIES. CONTRACTOR IS TO BE RESPONSIBLE FOR DETERMINING DEPTHS OF COVER AND LOCATION OF ALL UTILITIES. CROSS SECTION INFORMATION PROVIDED IN THIS DRAWING IS GENERAL INFORMATION ONLY. CONTRACTOR SHALL VERIFY ALL UTILITIES FROM FEDERAL, STATE, AND LOCAL AGENCIES ALSO APPLY.
 - CONTRACTOR SHALL USE THE "ONE CALL" SYSTEM FROM TO
 - ON PUBLIC PROTECTION SYSTEM BY OTHERS

ENVIRONMENTAL NOTES



SCALE

1" = 100' HORIZONTAL
1" = 50' VERTICAL

NEED TEXAS STATE MAP, SOUTH CENTRAL ZONE, US FOOT

PROJECT NAME: 53528-KMTCL-005

DATE: _____

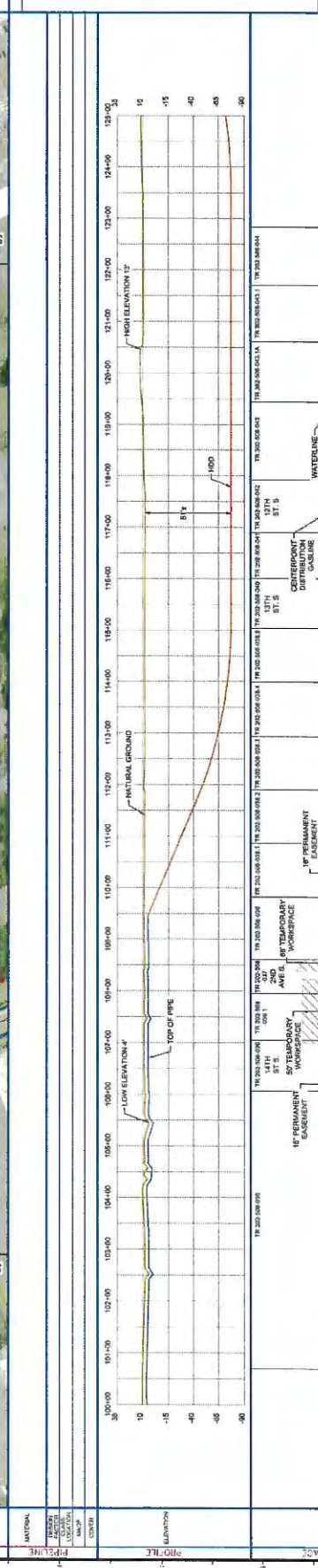
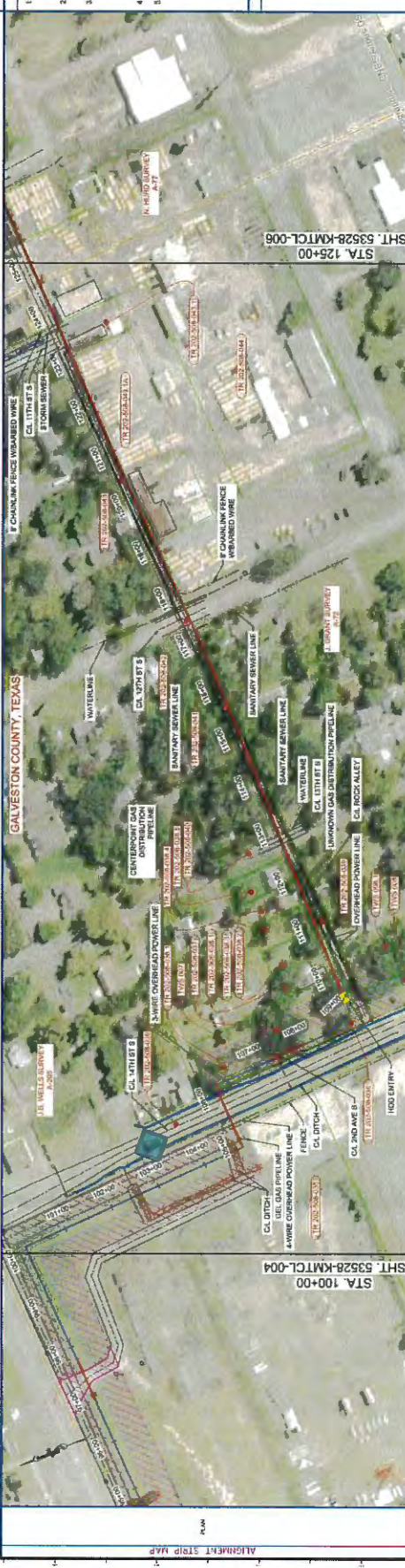
DESIGNED BY: _____

CHECKED BY: _____

DATE: _____

PROJECT NO: 53528-KMTCL-005

TRACT NUMBER	100-11.1 & 100-10.1
SECTION	SECTION 100-11.1 & 100-10.1
REVISION	REVISION 100-11.1 & 100-10.1
DATE	DATE 100-11.1 & 100-10.1
APPROVED	APPROVED 100-11.1 & 100-10.1
DATE	DATE 100-11.1 & 100-10.1



PROPOSED 16" TEXAS CITY LOOP - 200-508

TEXAS CITY, TEXAS

BEGIN STA. 100+00

END STA. 120+00

PROJECT NO. 53528-KMTCL-005

DATE: _____

DESIGNED BY: _____

CHECKED BY: _____

DATE: _____

PROJECT NAME: 53528-KMTCL-005

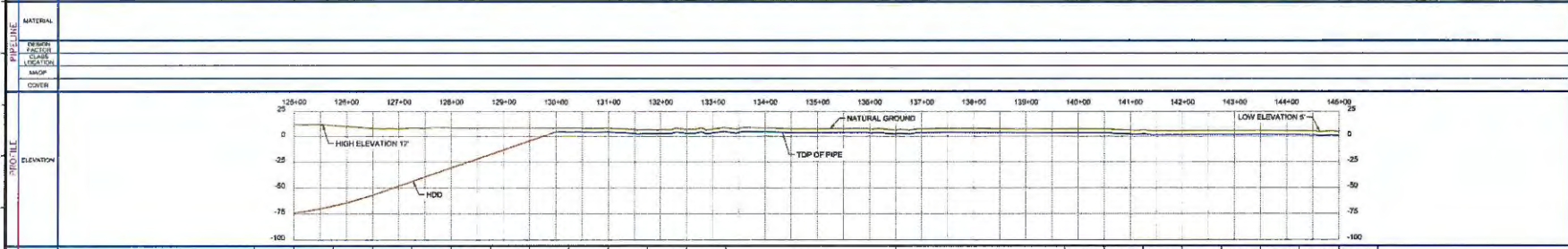
TRACT NUMBER OWNER SQUARE FOOTAGE ACRES	130-16	130-15
	4188-00000 8.67 ACRES TEXAS CITY ECONOMIC DEVELOPMENT TRUST	3183-00000 3.63 ACRES TEXAS CITY ECONOMIC DEVELOPMENT TRUST
PIPELINE STATIONING	129+48.0	141+48.0
	129+48.0 CHAINLINK FENCE IN BARBED WIRE 129+48.0 CA. 10TH ST S 129+48.0 EDGE OF ROAD 129+48.0 WIDE SHOULDER 129+48.0 UTILITY POLE & LT	141+48.0 CHAINLINK FENCE IN BARBED WIRE 141+48.0 SOUTH WESTERN BELL 141+48.0 EDGE OF ROAD 141+48.0 WIDE SHOULDER 141+48.0 CA. 7TH ST S 141+48.0 SOUTH WESTERN BELL 141+48.0 SOUTH WESTERN BELL 141+48.0 WIDE SHOULDER 141+48.0 3-WIRE OVERHEAD POWERLINE 141+48.0 SANITARY SEWER LINE 141+48.0 MANHOLE #7 RT

LEGEND	
PROPOSED CENTERLINE	---
HDD/BORE PIPE	---
PERMANENT EASEMENT	---
TEMPORARY WORKSPACE	---
FOREIGN PIPELINE	---
CENTERLINE OF ROAD	---
GAS PIPELINE	---
OVERHEAD POWERLINE	---
SEWER - SANITARY	---
SEWER - STORM	---
FIBER OPTIC CABLE	---
TELEPHONE LINE	---
WATERLINE	---
WATERLINES	---
WATERBODIES	---
LIGHTPOLE	⊙
MANHOLE	⊙
POWERSPOLE	⊙
GUY ANCHOR	⊙

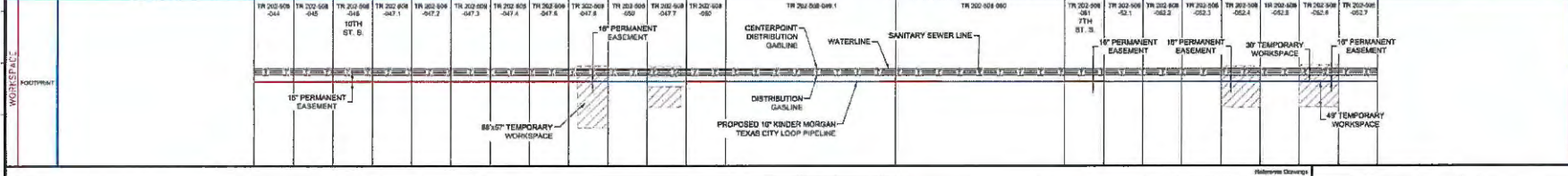


- GENERAL NOTES**
- PIPELINE DEPTH 60" AT ROADS MINIMUM UNLESS OTHERWISE NOTED. THE DEPTH OF COVER SHALL BE DETERMINED BY MEASUREMENT FROM THE TOP OF THE PIPE UP TO THE GRADE LEVEL OF THE LOW SIDE OF THE TRENCH.
 - DEPTH OF BORE PIPES TO BE MINIMUM OF 2'-0" BELOW ALL FOREIGN UTILITIES. CONTRACTORS IS TO DETERMINE DEPTHS OF ALL FOREIGN UTILITIES PRIOR TO CONSTRUCTION.
 - CONTRACTOR IS TO BE RESPONSIBLE FOR DETERMINING DEPTH OF COVER AND LOCATION OF ALL UTILITIES CROSSED PRIOR TO CONSTRUCTION. IN ADDITION TO THE SITE-SPECIFIC INFORMATION PROVIDED IN THIS DRAWING, GENERAL REQUIREMENTS INCLUDED IN PERMITS AND APPROVAL FROM FEDERAL, STATE, AND LOCAL AGENCIES ALSO APPLY.
 - CONTRACTOR SHALL USE THE "ONE CALL" SYSTEM PRIOR TO BEGINNING WORK.
 - CATHODIC PROTECTION SYSTEM BY OTHERS.

ENVIRONMENTAL NOTES



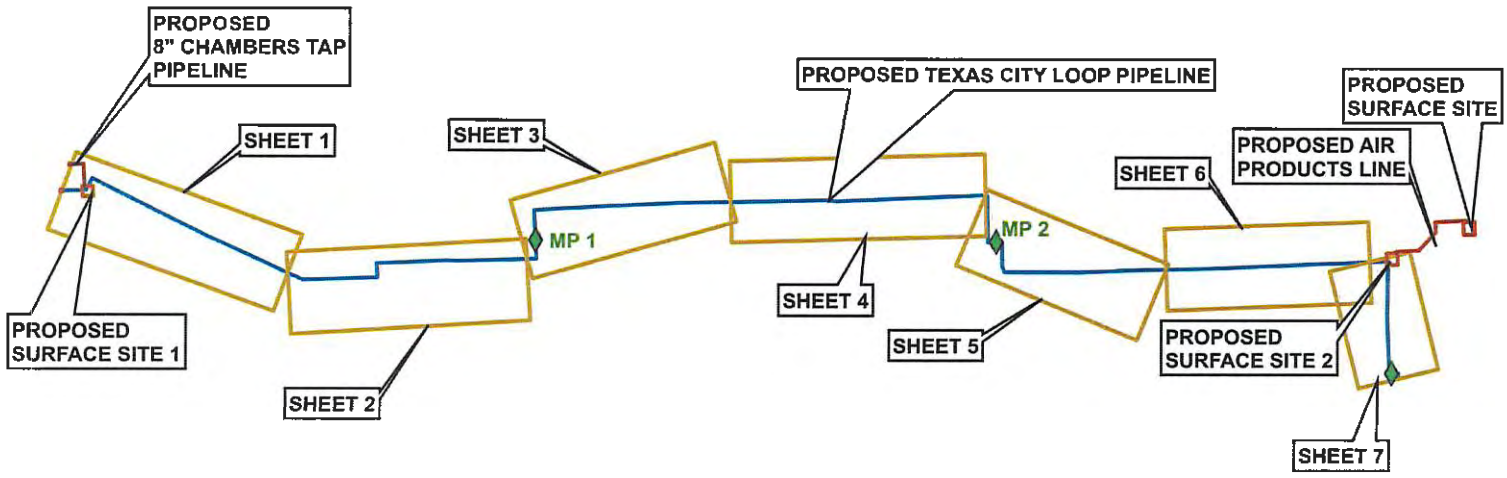
PIPE SUMMARY	
PIPELINE	
DESIGN	
PERMITS	
CONTRACT	
MAP	
COVER	



SCALE & PROJECTION	
1" = 100' HORIZONTAL 1" = 50' VERTICAL	
NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT	

<h1>EXHIBIT "A-1"</h1>			PROPOSED 16" TEXAS CITY LOOP - 202-008 TEXAS CITY, TEXAS BEGIN STA. 120+00 END STA. 145+00	Scale:
				Date: TEXAS County: GALVESTON COUNTY File Name: 53528-KMTCL-006 Drawing No:

EXHIBIT "B"



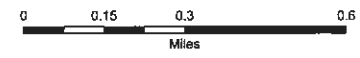
VICINITY MAP

North arrow pointing up.

COORDINATE SYSTEM:
TEXAS STATE PLANE SOUTH CENTRAL, US FOOT

Legend

- MP (diamond symbol)
- CHAMBERS TAP (red line)
- Proposed Air Products Line (orange line)
- Proposed Surface Site (yellow line)
- SHEET TEMPLATES (yellow outline)
- PROPOSED CENTERLINE (blue line)



8400 N. Sam Houston PKWY W
Suite 100
Houston, Texas 77064

PROJECT OVERVIEW MAP
PROPOSED TEXAS CITY LOOP - 202-508
GALVESTON COUNTY, TEXAS

EXHIBIT "C"

TCEDC TRACTS							
TRACT	COUNTY	ROW TYPE	LANDOWNER COMPLETE ADDRESS AND CONTACT INFORMATION	PERMIT/ FEE PROPERTY/ ALLEY TWS ONLT	CROSSING PIPELINE RODS	SURFACE SITES	TOTAL COMPENSATION
TEXAS CITY ECONOMIC DEVELOPMENT CORP					0		
TR 202-508-038.1	Galveston	ROW	Texas City Economic Dev Corp 1801 9th Ave N. Texas City, TX 77590-5472 Garrett McLeod (409)-643-5919 OFF (409)-739-7538 CELL gmcLeod@texascitytx.gov	ROW	3.03		
TR 202-508-047.7	Galveston	ROW	Texas City Economic Dev Corp (FEE)	ROW	6.67		
TR 202-508-052.4	Galveston	ROW	Texas City Economic Dev Corp (FEE)	ROW	3.03		
TWS 202-508-010.2	Galveston	TWS ONLY	Texas City Economic Dev Corp	TWS ONLY			
TOTAL				TOTAL RODS	12.73		



Staff Report

April 6, 2022

Texas City Economic Development Corporation

Subject: Ratifying the Right of Way Easement Agreement with Kinder Morgan Tejas Pipeline LLC.

I. **Background**

- a. Kinder Morgan Tejas Pipeline LLC will be constructing a new industrial gas pipeline in order to serve the Gulf Coast Ammonia project.

II. **Current Situation**

- a. The Economic Development Corporation is requested to ratify the executed Right of Way Easement Agreement with Kinder Morgan Tejas Pipeline LLC.
- b. The agreement allows Kinder Morgan to effectively construct a pipeline in order to transport industrial gases to Gulf Coast Ammonia.

III. **Recommendation**

- a. Ratify the Right of Way Easement Agreement.

IV. **Fiscal Impact Report**

- a. Staff: Garrett McLeod
- b. Right of Way Agreement: \$100

V. **Economic Impact**

- a. Further enhances economic activity for industrial related businesses within the Texas City Industrial Complex.

Respectfully Submitted,

Garrett C. McLeod
Economic Development Director

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-04

A RESOLUTION RATIFYING THE RIGHT-OF-WAY EASEMENT AGREEMENT WITH KINDER MORGAN TEJAS PIPELINE LLC; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on April 6, 2022, a general discussion was held concerning the ratification of a Right-of-Way Agreement with Kinder Morgan Tejas Pipeline LLC; and

WHEREAS, it is recommended that the TCEDC ratifies the Right-of-Way Agreement with Kinder Morgan Tejas Pipeline LLC dated March 16, 2022; and

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

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves ratifying the Right-of-Way Agreement.

SECTION 1: This Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of April 2022.

CHAIRPERSON/VICE-CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

Board Secretary
Texas City Economic Development Corporation

TCEDC Agenda

6. B.

Meeting Date: 04/06/2022

Approve a Resolution Ratifying the Temporary Workspace and Access Agreement with Kinder Morgan Tejas Pipeline LLC

Submitted By: Garrett McLeod, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

BACKGROUND

- a. The Economic Development Corporation is requested to ratify the executed Temporary Workspace and Access Agreement with Kinder Morgan Tejas Pipeline LLC.
- b. The agreement allows Kinder Morgan to effectively construct a pipeline in order to transport industrial gases to Gulf Coast Ammonia.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

- Temporary Workspace Agreement
 - Staff Report
 - Resolution
-

Line #: TWS 202-508
County: Galveston
State: Texas

TEMPORARY WORKSPACE AND ACCESS AGREEMENT

THAT, for and in consideration of the sum of (\$10.00) Ten Dollars cash in hand paid to the undersigned (herein styled Grantor, whether one or more) the receipt and adequacy which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto Kinder Morgan Tejas Pipeline LLC (herein styled Grantee) its successors and assigns, Temporary Workspace situated in Galveston County, State of Texas, to wit:

Temporary Workspace located adjacent to a 16" pipeline, across multiple tracts, surveys and abstracts in Galveston County, Texas.

The Temporary Workspace, as shown on exhibits and attached hereto, shall be used for the purpose of constructing new a sixteen (16) inch natural gas pipeline.

TO HAVE AND HOLD unto Grantee and its assigns, so long as the rights herein granted shall be used by Grantee and assigns. The above conveyance is subject to the covenants hereby made by Grantee and the conditions that Grantee will as soon as possible:

1. Fully restore and level the surface of said land to, as nearly as can reasonably be done, the same condition as same was prior to any of Grantee's operations so that there will not be any permanent mounds, ridges, sinks, or trenches left by any of the Grantee's operations and clean up the workspace area in a good workmanlike manner;
2. Fully restore all private roads, drainage or irrigation ditches, canals and any other improvements of Grantor, if any, to at least as good as condition as same were prior to any of Grantee's operations.
3. Fully and promptly restore and replace any and all damage done to any fences of Grantor in exercising any of the rights granted herein.
4. Pay for any and all damage to fences, trees, livestock, irrigation installations and other improvements of Grantor on said land which may arise from Grantee's operations and which are uncorrected by Grantee.
5. Grantee hereby agrees to indemnify, defend, assume all liability for and hold harmless the Texas City Economic Development Corporation from all actions, claims, suits, penalties, obligations, liabilities or injuries to persons which may be caused by Grantee's activities pursuant to this Right of Entry.
6. TERM: The Temporary Access shall begin on commencement of construction and shall terminate upon completion of construction and surface restoration.

WITNESS THE EXECUTION HEREOF, this 14TH day of MARCH, 2022.

GRANTOR:

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

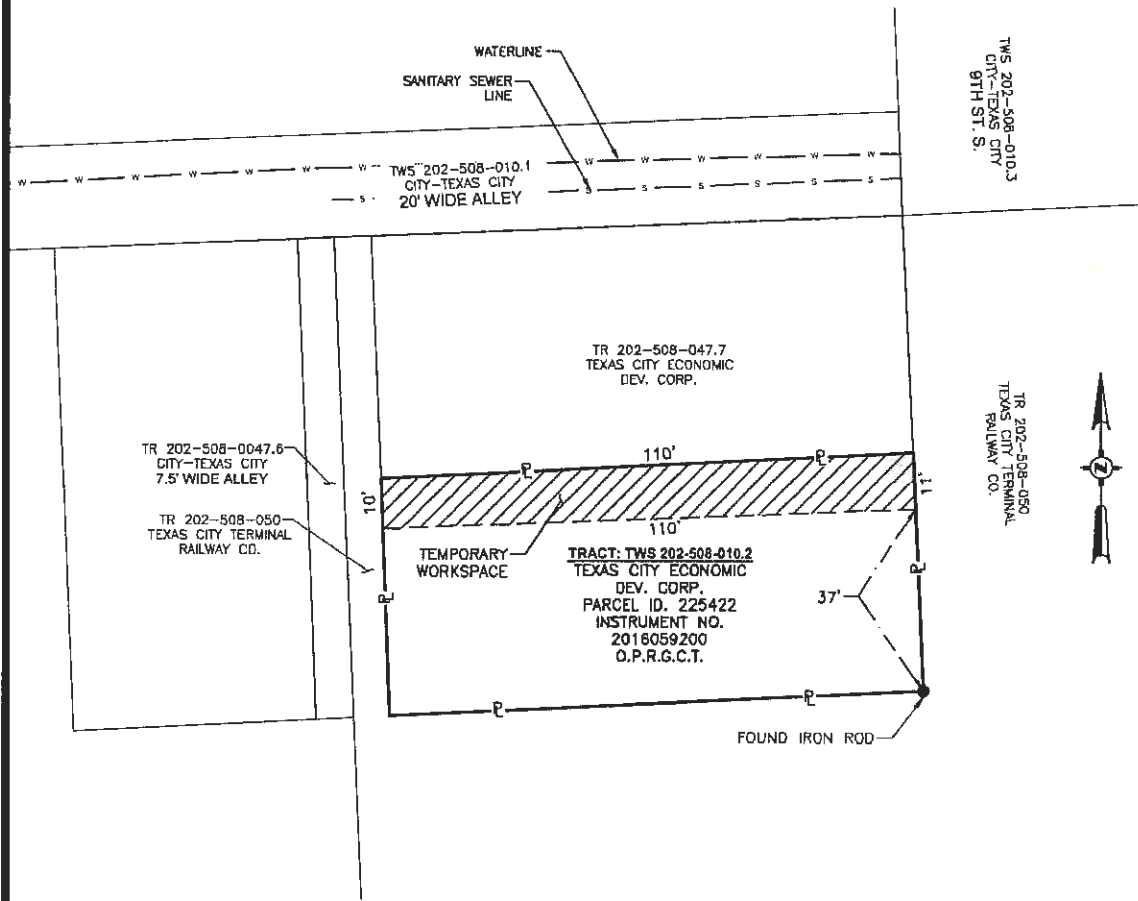
By: Mark E. Ciavaglia

Name: MARK E. CIAVAGLIA

Title: CHAIRMAN

GALVESTON COUNTY, TEXAS

LOTS 14 & 15, BLOCK 228, TEXAS CITY, NORMAN HURD SURVEY, A-77
EXHIBIT "A"



THE TOTAL AREA OF THE TEMPORARY WORKSPACE SHOWN HEREIN IS 1,194.65 SQUARE FEET (0.03 ACRES).

Scale: 1" = 30'



01/06/2022

Andrew Jimenez
ANDREW JIMENEZ
 Registered Professional Land Surveyor
 Registration No. 6270



SURVEYOR'S STATEMENT:

I, ANDREW JIMENEZ, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF TEXAS, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED UNDER MY SUPERVISION DURING THE MONTH OF OCTOBER 2021, AND THAT THE PROPOSED SITE LOCATION SHOWN HEREIN IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. I ALSO STATE THAT THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT AND IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCES, BUILDINGS, OR OTHER FUTURE IMPROVEMENTS.

- LEGEND**
- D.R.G.C.T. DEED RECORDS OF GALVESTON COUNTY, TX
 - O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TX
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - P.O.T. POINT OF TERMINATION
 - PROPOSED PIPELINE
 - EASEMENT CENTERLINE
 - ▨ TEMPORARY WORKSPACE
 - ▩ ADDITIONAL TEMPORARY WORKSPACE
 - SURVEY LINE
 - PROPERTY LINE
 - FOUND PROPERTY CORNER AS NOTED
 - ▲ PROPOSED PIPELINE/DEED LINE INTERSECTION
 - PROPOSED PIPELINE VERTICE. THIS SYMBOL DOES NOT REPRESENT A MONUMENTED LINE. IT ONLY DEPICTS A CHANGE IN DIRECTION.

NOTES:

- THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND RESEARCH PERFORMED BY OTHERS, THEREFORE LW SURVEY CO. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREIN.
- THIS PLAT DESCRIBES AN AREA OF TEMPORARY WORKSPACE.
- THE BEARINGS SHOWN HEREIN WERE ESTABLISHED BY NAD 83, TEXAS STATE PLANE, SOUTH CENTRAL ZONE. ALL DISTANCES SHOWN HEREIN ARE GRID DISTANCES AND ARE IN U.S. SURVEY FEET.



AFE: 222971

16" TEXAS CITY LOOP PIPELINE
 LINE NO.: 202-508
 TEXAS CITY ECONOMIC DEV. CORP.

TRACT NO.: TWS 202-508-010.2

LOTS 14 & 15, BLDCK 228, TEXAS CITY, NORMAN HURD SURVEY, A-77, GALVESTON CO., TEXAS

REV.	DATE	DESCRIPTION	BY	APPRVD
1	11/01/21	REVISED PER LANDS COMMENTS	ARG	AJ
2	01/06/22	ADDED VESTING INFORMATION	NIM	AJ

SCALE: 1" = 30'	DWG. NO. TX CITY LOOP TWS 202-508-010.2	DRAWN BY ARG 10/22/21	REV. 2
LW SURVEY CO. 8400 N SAM HOUSTON PKWY W, SUITE 100 HOUSTON, TX 77084		GALVESTON COUNTY, TEXAS	SHEET 1 of 1



Staff Report

April 6, 2022

Texas City Economic Development Corporation

Subject: Ratifying the Temporary Workspace and Access Agreement with Kinder Morgan Tejas Pipeline LLC.

I. **Background**

- a. Kinder Morgan Tejas Pipeline LLC will be constructing a new industrial gas pipeline in order to serve the Gulf Coast Ammonia project.

II. **Current Situation**

- a. The Economic Development Corporation is requested to ratify the executed Temporary Workspace and Access Agreement with Kinder Morgan Tejas Pipeline LLC.
- b. The agreement allows Kinder Morgan to effectively construct a pipeline in order to transport industrial gases to Gulf Coast Ammonia.

III. **Recommendation**

- a. Ratify the Temporary Workspace and Access Agreement.

IV. **Fiscal Impact Report**

- a. Staff: Garrett McLeod
- b. Right of Way Agreement: \$10

V. **Economic Impact**

- a. Further enhances economic activity for industrial related businesses within the Texas City Industrial Complex.

Respectfully Submitted,

Garrett C. McLeod
Economic Development Director

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-05

A RESOLUTION RATIFYING THE TEMPORARY WORKSPACE AND ACCESS AGREEMENT WITH KINDER MORGAN TEJAS PIPELINE LLC; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on April 6, 2022, a general discussion was held concerning the ratification of a Temporary Workspace and Access Agreement with Kinder Morgan Tejas Pipeline LLC; and

WHEREAS, it is recommended that the TCEDC ratifies the Temporary Workspace and Access Agreement with Kinder Morgan Tejas Pipeline LLC dated March 16, 2022; and

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

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves ratifying the Temporary Workspace and Access Agreement.

SECTION 1: This Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of April 2022.

CHAIRPERSON/VICE-CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

Board Secretary
Texas City Economic Development Corporation

TCEDC Agenda

6. C.

Meeting Date: 04/06/2022

Discuss and Consider Approval for Staff to Post an Invitation to Bid for the Maintenance and Mowing of all TCEDC Owned Properties

Submitted By: Garrett McLeod, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Staff Report
TCEDC Property Map
TCEDC Property Inventory
Resolution



Staff Report

April 6, 2022

Texas City Economic Development Corporation

Subject: Discuss and consider approval for staff to post an Invitation to Bid for the Maintenance and Mowing of all TCEDC owned properties.

I. **Background**

- a. The Texas City Economic Development Corporation currently maintains a portfolio of residential and commercial properties across the City of Texas City.
- b. These properties are currently maintained by the Recreation & Tourism Department's mowing crews. During the high season, this can become a cumbersome task to maintain their regular mowing schedule with city parcels and medians as well.

II. **Current Situation**

- a. The Economic Development Corporation is requested to consider approval for staff to post an invitation to bid.

III. **Recommendation**

- a. Approval to move forward with the invitation to bid.

IV. **Fiscal Impact Report**

- a. Staff: Garrett McLeod

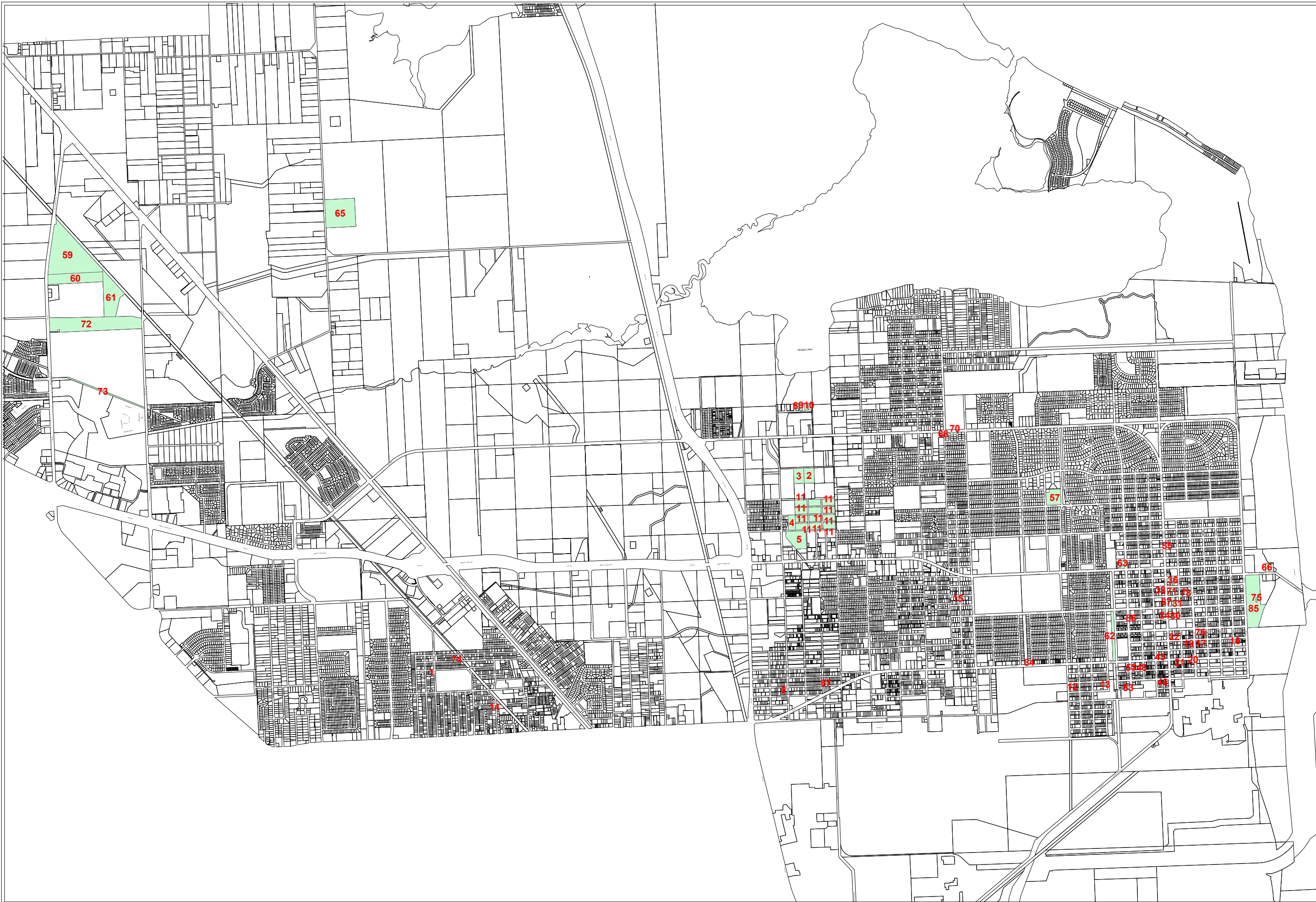
V. **Economic Impact**

- a. Further enhances the TCEDC's and City of Texas City's effort to improve the appearance of the City of Texas City.

Respectfully Submitted,

Garrett C. McLeod
Economic Development Director

EDC OWNED PROPERTY (OVERALL MAP)



EDC PROPERTIES			
PROPERTY	ID	PROPERTY	ID
1	132110	39	224916
2	175526	40	224937
3	175528	41	224938
4	175554	42	224939
5	175556	43	224987
6	175885	44	225042
7	176188	45	225044
8	176189	46	225057
9	176191	47	225078
10	176192	48	225082
10	176192	49	225196
11	176323	50	225397
11	176323	51	225421
11	176323	52	225426
11	176323	53	225455
11	176323	54	225644
11	176323	55	225796
11	176323	56	226285
11	176323	57	226729
11	176323	58	302889
11	176323	59	398415
11	176323	60	409772
11	176323	61	600616
12	182211	62	614547
13	182290	63	720943
14	221033	64	720944
15	223286	65	726196
16	223883	66	727990
17	224221	67	176277
18	224222	68	210592
19	224277	69	210593
20	224304	70	210600
21	224416	71	224863
22	224450	72	303424
23	224829	73	509725
24	224831	74	220802
25	224832	75	222849
26	224837	76	224237
27	224838	77	224511
28	224841	78	224789
29	224843	78	224789
30	224849	79	224833
31	224850	80	224836
32	224853	81	224848
33	224868	82	224953
34	224871	83	225422
35	224877	84	226767
36	224878	85	372736
36	224878	86	429701
37	224879	87	513005
38	224914		





2022 Property List

ID	Informal Description	Property Address	Legal Description	'21 Value
132110	White building next to Carver Park Apartments	6901 PARK AVE TEXAS CITY, TX 77591	ABST 2 S F AUSTIN SUR LOT 61 OLLIE BELL SUB	88,100
175526	Behind TCISD FFA Barn *LEASED* NO MOWING		ABST 63 PAGE 3 LOT 1 (301-0) BLK 3 SUB E KOHFELDTS RESUB	16,890
175528	*LEASED* NO MOWING		ABST 63 PAGE 3 LOT 2 (302-0) BLK 3 SUB E KOHFELDTS RESUB	16,890
175554	Garza Park	3300 16TH AVE N TEXAS CITY, TX 77590	ABST 63 PAGE 3 E 1/2 OF LOT 4 (204-1) BLK 2 SUB H KOHFELDTS RESUB	25,840
175556	Garza Park	1401 33RD ST N TEXAS CITY, TX 77590	ABST 63 H FERGUSON SUR LOT 2 & PT OF LOTS 3 THRU 5 (302-2) BLK 3 SUB H KOHFELDTS RESUB	4,376,950
175885		3413 1ST AVE S TEXAS CITY, TX 77590	ABST 63 PAGE 5 LOT 4 BLK 156 KOHFELDT 2ND ADDN	11,930
176188	north of Pump Station - current public works dirt pile		ABST 63 PAGE 2 LOTS 1 & 2 (1-1) BLK 3 MAJESTIC ADDN	1,150
176189	Soil dump north of Loop 197		ABST 63 PAGE 2 LOTS 3 & 4 (3-1) BLK 3 MAJESTIC ADDN	1,150
176191	Soil dump north of Loop 197		ABST 63 PAGE 3 LOTS 9 THRU 12 (9-1) BLK 3 MAJESTIC ADDN	2,300
176192	Soil dump north of Loop 197		ABST 63 PAGE 2 LOTS 1 THRU 12 (1-1) BLK 4 MAJESTIC ADDN	6,910
176323	Garza Park - directly across from GCTD facility		ABST 63 PAGE 3 ALL OF SECURITY DIVISION	158,810
182211		1317 2ND AVE S TEXAS CITY, TX 77590	ABST 72 PAGE 3 LOT 4 BLK 48 KOHFELDTS 1ST ADDN	89,400
182290		1105 2ND AVE S TEXAS CITY, TX 77590	ABST 72 PAGE 3 LOTS 15 & 16 BLK 59 EXTN OF KOHFELDTS 1ST ADDN	4,060
221033		209 ROBERTSON TEXAS CITY, TX 77591	ABST 197 PAGE 1 LOT 41 BOOKER T WASHINGTON SUB	12,730
223286		2129 7TH AVE N TEXAS CITY, TX 77590	ABST 205 PAGE 3 LOTS 1 & 2 BLK 19 KOHFELDT HEIGHTS ADDN	20,800
223883		31 2ND AVE N TEXAS CITY, TX 77590	ABST 205 LOTS 1 & 2 BLK 4 TEXAS CITY	77,170
224221		317 2ND AVE N TEXAS CITY, TX 77590	ABST 205 PAGE 6 LOT 7 & W 1/2 OF LOT 8 BLK 49 TEXAS CITY	8,200
224222		315 2ND AVE N TEXAS CITY, TX 77590	ABST 205 PAGE 6 LOT 9 & E 1/2 OF LOT 8 BLK 49 TEXAS CITY	8,200



2022 Property List

224277	Corner of 1st Avenue N & 4th Street N		ABST 205 PAGE 6 LOTS 12 & 13 BLK 56 TEXAS CITY	9,630
224304		402 TEXAS AVE TEXAS CITY, TX 77590	ABST 205 LOTS 15 & 16 BLK 59 TEXAS CITY	119,610
224416		507 TEXAS AVE TEXAS CITY, TX 77590	ABST 77 LOTS 13 THRU 16 BLK 71 TEXAS CITY	12,500
224450	6th Street directly south of La Gardenia Mexican Food		ABST 205 PAGE 6 LOTS 4 & 5 BLK 76 TEXAS CITY	6,600
224829	Showboat Property		ABST 205 PAGE 6 LOT 1 BLK 142 TEXAS CITY	8,940
224831		406 6TH ST N TEXAS CITY, TX 77590	ABST 205 PAGE 6 LOTS 3 THRU 5 BLK 142 TEXAS CITY	26,810
224832	Showboat		ABST 205 PAGE 6 N 75 FT OF LOT 6 (6-1) BLK 142 TEXAS CITY	4,050
224837		411 5TH ST N TEXAS CITY, TX 77590	ABST 205 PAGE 6 N 1/2 OF LOTS 14 THRU 16 (14-1) BLK 142 TEXAS CITY	8,440
224838		401 5TH ST N TEXAS CITY, TX 77590	ABST 205 PAGE 6 S 1/2 OF LOTS 14 THRU 16 (14-2) BLK 142 TEXAS CITY	8,440
224841		413 5TH ST N TEXAS CITY, TX 77590	ABST 205 PAGE 6 S 50 FT OF LOTS 7 & 8 (7-1) BLK 143 TEXAS CITY	10,800
224843		424 6TH ST N TEXAS CITY, TX 77590	ABST 205 PAGE 6 LOTS 9, 10 & N PT OF LOT 3 BLK 143 TEXAS CITY	21,940
224849	Lot behind Scott Arnold's two story building on 6th Street		ABST 205 PAGE 6 LOTS 5 & 6 BLK 144 TEXAS CITY	31,500
224850		502 5TH AVE N TEXAS CITY, TX 77590	ABST 205 PAGE 6 LOTS 7 & 8 BLK 144 TEXAS CITY	27,230
224853		515 6TH AVE N TEXAS CITY, TX 77590	ABST 205 PAGE 6 LOT 6 THRU 10 BLK 145 TEXAS CITY	28,130
224868	6th Street Food Truck Park & adjacent properties		ABST 205 PAGE 6 LOTS 6 & 7 BLK 148 TEXAS CITY	11,250
224871		518 7TH AVE N TEXAS CITY, TX 77590	ABST 205 PAGE 6 LOT 8 BLK 148 TEXAS CITY	5,630
224877		718 6TH ST N TEXAS CITY, TX 77590	ABST 205 J WELLS SUR LOTS 1 THRU 5 BLK 149 TEXAS CITY	108,950
224878		501 8TH AVE N TEXAS CITY, TX 77590	ABST 205 J WELLS SUR LOTS 6 THRU 16 BLK 149 & LOTS 9 & 10 BLK 148 TEXAS CITY	73,130



2022 Property List

224879	Parking lot next door to antique furntiure store	800 6TH ST N TEXAS CITY, TX 77590	ABST 205 J WELLS SUR LOT 1 THRU 3 BLK 150 TEXAS CITY	62,250
224914		613 7TH AVE N TEXAS CITY, TX 77590	ABST 205 PAGE 6 LOTS 10 & 11 BLK 154 TEXAS CITY	152,980
224916		613 6TH ST N TEXAS CITY, TX 77590	ABST 205 PAGE 6 LOT 14 & N 1/2 OF LOT 13 BLK 154 TEXAS CITY	194,440
224937		421 6TH ST N TEXAS CITY, TX 77590	ABST 205 PAGE 6 N 75 FT OF LOTS 7 & 8 (7-1) BLK 158 TEXAS CITY	29,900
224938		417 6TH ST N TEXAS CITY, TX 77590	ABST 205 PAGE 6 MIDDLE PT OF LOTS 7 & 8 (7-2) BLK 158 TEXAS CITY	36,490
224939		411 6TH ST N TEXAS CITY, TX 77590	ABST 205 PAGE 6 S 50 FT OF LOTS 7 & 8 (7-3) BLK 158 TEXAS CITY	308,260
224987	Empty lot next door to Max's Paint & Body Shop (Texas Ave.)		ABST 205 PAGE 6 LOTS 5 & 6 BLK 167 TEXAS CITY	6,250
225042		631 2ND AVE S TEXAS CITY, TX 77590	ABST 77 PAGE 2 LOT 1 BLK 172 TEXAS CITY	25,630
225044		627 2ND AVE S TEXAS CITY, TX 77590	ABST 77 PAGE 2 E 12 FT OF LOT 3 & W 18 FT OF LOT 4 BLK 172 TEXAS CITY	6,560
225057	Along 3rd Ave S. west of 6th Street N. (Middle of the block)		ABST 77 N HURD SUR LOTS 7 & 8 BLK 173 TEXAS CITY	10,940
225078		716 2ND AVE S TEXAS CITY, TX 77590	ABST 77 N HURD SUR LOTS 9 & 10 BLK 180 TEXAS CITY	10,940
225082		109 8TH ST S TEXAS CITY, TX 77590	ABST 77 PAGE 1 & 2 LOTS 1 & 2 BLK 181 TEXAS CITY	10,940
225196		721 6TH AVE N TEXAS CITY, TX 77590	ABST 205 J B WELLS SUR LOT 6 BLK 195 TEXAS CITY	5,630
225397		812 2ND AVE S TEXAS CITY, TX 77590	ABST 77 PAGE 1 N 1/2 OF LOTS 10 & 11 (10-1) BLK 221 TEXAS CITY	5,470
225421		212 9TH ST S TEXAS CITY, TX 77590	ABST 77 PAGE 1 LOTS 12 & 13 BLK 228 TEXAS CITY	9,630
225426		921 2ND AVE S TEXAS CITY, TX 77590	ABST 77 PAGE 1 LOT 5 & E 1/2 OF LOT 4 BLK 229 TEXAS CITY	43,150
225455		20 9TH ST S TEXAS CITY, TX 77590	ABST 77 PAGE 1 LOT 16 BLK 232 TEXAS CITY	4,810



2022 Property List

225644	Next to Beavis Pest Control	836 9TH AVE N TEXAS CITY, TX 77590	ABST 205 PAGE 6 LOT 1 BLK 269 TEXAS CITY	4,690
225796	11th Ave. N. & 6th Street		ABST 205 J WELLS SUR LOTS 1 THRU 5 & ADJ ALLEY BLK 296 TEXAS CITY	50,780
226285	Empty lot East of 716 15th Avenue N. *LOT FOR CDBG TENANT*		ABST 167 PAGE 5 LOT 4 & W 1/2 OF LOT 5 BLK 374 TEXAS CITY	8,250
226729	Former Church (burned down) - Currently Soccer Fields *SELLING TO CASTLEROCK HOMES*	1432 16TH AVE N TEXAS CITY, TX 77590	ABST 167 D RICHARDSON SUR TR 39 6.871 ACRES	397,870
302889	north of Pump Station along Loop 197		ABST 63 PAGE 2 LOTS 7 & 8 (7-1) BLK 3 MAJESTIC ADDN	1,150
398415	Along FM 2004 - South of pipeline easement heading towards Highway 3		A0208 WILSON, W K SURVEY, TRACT 160-2, ACRES 50.284	477,700
409772			ABST 208 W WILSON SUR TRACT 160-3 17.000 ACRES	22,210
600616	west of Concrete plant along Century Blvd.		ABST 208 W WILSON SUR TR 160-5 17.741 ACRS	30,340
614547	Current Public Works Yard	10TH ST N TEXAS CITY, TX 77590	ABST 205 J B Wells, Sur, TR 52, ACRES 4.2007	182,980
720943	TNMP Building	901 9TH ST N TEXAS CITY, TX 77590	LOT 1 TCEDC BUSINESS PARK (2018) ABST 205	508,590
720944		901 9TH ST N TEXAS CITY, TX 77590	LOT 2 TCEDC BUSINESS PARK (2018) ABST 205	418,950
726196	Fire & Police Training Facility		ABST 180 J SELLERS PT OF LOT 14 (14-1) RIGHTER S-D 26.222 ACRS	93,740
727990	West of Concrete pad along Dike Road by Lee's Bait Camp		ABST 205 J WELLS SUR TR 14-1 ACRES 1.3410	6,030
176277		3142 1ST AVE S TEXAS CITY, TX 77590	ABST 63 PAGE 5 LOT 7 BLK 5 PIONEER TERRACE	89,300
210592	1.01 acres along Loop 197 - next to baseball fields	2301 25TH AVE N TEXAS CITY, TX 77590	ABST 167 D RICHARDSON SUR LOT 15 CLEARVIEW TERRACE SEC 3	24,160
210593		2211 25TH AVE N TEXAS CITY, TX 77590	ABST 167 D RICHARDSON SUR LOT 16 CLEARVIEW TERRACE SEC 3	23,630
210600		2201 25TH AVE N TEXAS CITY, TX 77590	ABST 167 D RICHARDSON SUR LOT 23 CLEARVIEW TERRACE SEC 3	23,630
224863	Lot behind Texas City Live	525 7TH AVE N TEXAS CITY, TX 77590	ABST 205 PAGE 6 LOT 6 THRU 9 & 1/2 ADJ ALLEY 147 TEXAS CITY	33,720



2022 Property List

303424	38 acres between Century Blvd. & FM 2004		ABST 208 PAGE 4 & 12 W WILSON SUR TR 261 38.790 ACRS	1,163,700
509725	3 acre easement north of Central Park Square		ABST 208 W K WILSON SUR TC TIRZ 1 STRIP TR C (6-2) WATERMANS SUB	98,100
220802		6602 ANDERSON TEXAS CITY, TX 77591	ABST 197 PAGE 1 LOT 77 MARY A PATRICK SUB	6,180
222849	Parcel within Air Products lay down yard		ABST 205 PAGE 6 J WELLS SUR TR 30 .201 ACRS	1,010
224237	Along 3rd Ave. N. - east of College View Church of God in Christ		ABST 205 PAGE 6 LOT 3 BLK 51 TEXAS CITY	15,750
224511	Parcel within Air Products lay down yard		ABST 205 J WELLS SUR TR 38 ACRS 0.036	40
224789	Corner of 6th Ave. N. & 4th Street N.	601 ML KING JR ST TEXAS CITY, TX 77590	ABST 205 N 61.4 FT OF LOTS 6 & 7, S 63.6 FT OF E 11.8 FT OF LOT 7 & ALL LOTS 8 THRU 16 BLK 135 TEXAS CITY	749,630
224833	Showboat property	522 4TH AVE N TEXAS CITY, TX 77590	ABST 205 PAGE 6 S 50 FT OF LOT 6 (6-2) BLK 142 TEXAS CITY	2,250
224836		512 4TH AVE N TEXAS CITY, TX 77590	ABST 205 J WELLS SUR LOTS 9 THRU 13 (11-0) BLK 142 TEXAS CITY	130,010
224848	Behind Scott Arnold's 2 Story Building	520 5TH AVE N TEXAS CITY, TX 77590	ABST 205 PAGE 6 LOT 4 BLK 144 TEXAS CITY	10,340
224953		317 6TH ST N TEXAS CITY, TX 77590	ABST 205 PAGE 6 LOTS 15 & 16 BLK 160 TEXAS CITY	79,790
225422		218 9TH ST S TEXAS CITY, TX 77590	ABST 77 PAGE 1 LOTS 14 & 15 BLK 228 TEXAS CITY	9,630
226767		1602 TEXAS AVE TEXAS CITY, TX 77590	ABST 205 PAGE 3 LOT 1 BLK 1 WAYSIDE PLACE	16,920
372736	23 acres - current Air Products lay down yard along Dike Road		ABST J WELLS SUR TR 13-1 ACRES 23.5332	185,260
429701		824 4TH AVE N TEXAS CITY, TX 77590	ABST 205 LOT 2 BLK 209 TEXAS CITY	3,030
513005	6th Street Garage Bar	522 6TH ST N TEXAS CITY, TX 77590	ABST 205 J WELLS SUR LOT 2 BLK 145 TEXAS CITY	169,740
228658	Partially sold to Meritage – north of canal available		ABST 208 W K WILSON 262.2662 ACS (6-1) OUT OF E 1/2 WATERMAN S/D NORTH FM 1764	7,867,990
224863		525 7 th Ave. N. Texas City, TX 77590	ABST 205 PAGE 6 LOT 6 THRU 9 & 1/2 ADJ ALLEY 147 TEXAS CITY	33,720



2022 Property List

226232		814 16 TH Ave. N Texas City, TX 77590	ABST 167 PAGE 5 LOT 4 & E 1/2 OF LOT 3 BLK 365 TEXAS CITY	72,590
225103	South of Texas Ave in IBD North of Marathon		ABST 77 PAGE 2 LOT 10 BLK 182 TEXAS CITY	5,470
225101	South of Texas Ave in IBD North of Marathon		ABST 77 PAGE 2 LOT 7 BLK 182 TEXAS CITY	5,470

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-06

A RESOLUTION APPROVING STAFF TO POST AN INVITATION TO BID FOR THE MAINTENANCE OF MOWING OF ALL TCEDC OWNED PROPERTIES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (TCEDC), duly held on April 6, 2022, a general discussion was held concerning the approval of staff to post an Invitation to Bid for the Maintenance and Mowing of all TCEDC owned properties; and

WHEREAS, it is the recommendation of staff to approve the preparation and advertisement of an Invitation to Bid for the Maintenance and Mowing of all TCEDC owned properties

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

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby awards staff the approval to prepare and advertise an Invitation to Bid for the Maintenance and Mowing of all TCEDC owned properties

SECTION 2: The Chairperson or Vice Chairperson is hereby authorized to execute any documents necessary for this expenditure.

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

PASSED AND ADOPTED this 6th day of April 2022.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY

Texas City Economic Development Corporation

TCEDC Agenda

6. D.

Meeting Date: 04/06/2022

Discuss and Consider for Approval the Sale of TCEDC Owned Property Located at 712 15th Avenue North to Mae Ella Budwine

Submitted By: Garrett McLeod, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

BACKGROUND

- a. Texas City resident Mae Ella Budwine currently resides at 5 2nd Avenue N. located within the IBD Zoning District.
- b. Ms. Budwine has been working with the Community Development Department to have a new home constructed outside of the bounds of the IBD.
- c. The Texas City Economic Development Corporation maintains a portfolio of single family residential properties for the purposes of relocating residents out of the IBD.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Staff Report
Special Warranty Deed
Resolution



Staff Report

April 6, 2022

Texas City Economic Development Corporation

Subject: Discuss and consider approval of the sale of TCEDC owned property located at 712 15th Avenue N. to Mae Ella Budwine.

I. **Background**

- a. Texas City resident Mae Ella Budwine currently resides at 5 2nd Avenue N. located within the IBD Zoning District.
- b. Ms. Budwine has been working with the Community Development Department to have a new home constructed outside of the bounds of the IBD.
- c. The Texas City Economic Development Corporation maintains a portfolio of single family residential properties for the purposes of relocating residents out of the IBD.

II. **Current Situation**

- a. The Economic Development Corporation is requested to consider approval of a sale of TCEDC owned property to Mae Ella Budwine

III. **Recommendation**

- a. Approve the Sale of TCEDC Owned Property at 712 15th Avenue N. to Mae Ella Budwine

IV. **Fiscal Impact Report**

- a. Staff: Garrett McLeod
- b. Sale of Property: \$10.00

V. **Economic Impact**

- a. Further enhances residential infill development within the core of the City of Texas City.

Respectfully Submitted,

Garrett C. McLeod
Economic Development Director

GRANTOR:

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Mark Ciavaglia
Title: CHAIRMAN

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on this _____ day of _____, 2022, by Mark Ciavaglia, President of **TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation.**

Notary Public in and for
The State of TEXAS

GRANTEE'S ADDRESS:
MAE ELLA BUDWINE
5 2nd Avenue N.
Texas City, Texas 77590

AFTER RECORDING, RETURN TO:
MAE ELLA BUDWINE
5 2nd Avenue N.
Texas City, Texas 77590

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-07

A RESOLUTION APPROVING THE SALE OF TEXAS CITY ECONOMIC DEVELOPMENT PROPERTY LOCATED AT 712 15TH AVENUE NORTH TO MAE ELLA BUDWINE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on April 6, 2022, a general discussion was held concerning the sale of Texas City Economic Development Corporation property located at 712 15th Avenue North to Mae Ella Budwine; and

WHEREAS, Mae Ella Budwine is currently located at 5 2 nd Avenue North, located within the IBD Zoning District. The sale of the above mentioned property will allow Mae Ella Budwine to relocate outside of the bounds of the IBD; and

WHEREAS, City staff recommends that the TCEDC sale of this property for a full payment of \$25,000.00.

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

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves the sale of Property in **Exhibit “A”** attached hereto and incorporated herein.

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

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

PASSED AND ADOPTED this 6th day of April 2022.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation

TCEDC Agenda

6. E.

Meeting Date: 04/06/2022

Discuss and Consider for Approval the Purchase of Property Located at 5 2nd Avenue North from Mae Ella Budwine

Submitted By: Garrett McLeod, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

BACKGROUND

- a. Texas City resident Mae Ella Budwine currently resides at 5 2nd Avenue N. located within the IBD Zoning District.
- b. Ms. Budwine has been working with the Community Development Department to have a new home constructed outside of the bounds of the IBD.
- c. Ms. Budwine has agreed to sell her current property located at 5 2nd Avenue N. to the Texas City Economic Development Corporation.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Special Warranty Deed

Staff Report

Resolution

MAE ELLA BUDWINE

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____, _____ of **MAE ELLA BUDWINE**.

Notary Public in and for
The State of TEXAS

GRANTEE'S ADDRESS:

Texas City Economic Development Corporation
1801 - 9th Avenue North
Texas City, Texas 77590

AFTER RECORDING, RETURN TO:

Texas City Economic Development Corporation
1801 - 9th Avenue North
Texas City, Texas 77590



Staff Report

April 6, 2022

Texas City Economic Development Corporation

Subject: Discuss and consider approval of the purchase of property located at 5 2nd Avenue N. from Mae Ella Budwine.

I. **Background**

- a. Texas City resident Mae Ella Budwine currently resides at 5 2nd Avenue N. located within the IBD Zoning District.
- b. Ms. Budwine has been working with the Community Development Department to have a new home constructed outside of the bounds of the IBD.
- c. Ms. Budwine has agreed to sell her current property located at 5 2nd Avenue N. to the Texas City Economic Development Corporation.

II. **Current Situation**

- a. The Economic Development Corporation is requested to consider approval of a purchase of property from Mae Ella Budwine.

III. **Recommendation**

- a. Approve the purchase of property from Mae Ella Budwine located at 5 2nd Avenue N.

IV. **Fiscal Impact Report**

- a. Staff: Garrett McLeod
- b. Purchase of Property: \$10.00

V. **Economic Impact**

- a. Further advances the initiative of removing residents from with the IBD Zoning District.

Respectfully Submitted,

Garrett C. McLeod
Economic Development Director

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-08

A RESOLUTION APPROVING THE PURCHASE OF PROPERTY LOCATED AT 5 2ND AVENUE NORTH FROM MAE ELLA BUDWINE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on April 6, 2022, a general discussion was held concerning the purchase of property located at 5 2nd Avenue North from Mae Ella Budwine.

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

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves the sale of Property in **Exhibit “A”** attached hereto and incorporated herein.

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

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

PASSED AND ADOPTED this 6th day of April 2022.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY

Texas City Economic Development Corporation

TCEDC Agenda

6. F.

Meeting Date: 04/06/2022

Discuss and Consider for Approval a Resolution for the Abatement and Demolition for 17 9th Street South

Submitted By: Garrett McLeod, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

BACKGROUND

- a. The project was started in 2018 as a substandard structure.
- b. Violations for this property included: unsecured structure, improper electrical, rotten floors, improper plumbing.
- c. The current owner has agreed that the structure is substandard, and has agreed to donate the property to the TCEDC.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Staff Report
ASE Proposal
Project Picture
Resolution



Staff Report

April 6, 2022

Texas City Economic Development Corporation

Subject: Discuss and Consider for Approval a Resolution for the Abatement and Demolition for 17 9th Street South.

I. **Background**

- a. The project was started in 2018 as a substandard structure.
- b. Violations for this property included: unsecured structure, improper electrical, rotten floors, improper plumbing.
- c. The current owner has agreed that the structure is substandard, and has agreed to donate the property to the TCEDC.

II. **Current Situation**

- a. The Economic Development Corporation is requested to consider approval of a Resolution authorizing the abatement and demolition of 17 9th Street South
- b. The Resolution states that the Texas City Economic Development Corporation is approving an amount for this project not to exceed \$30,000, for the purposes of this project.

III. **Recommendation**

- a. Approve the Resolution for the Removal of Asbestos and Demolition of 17 9th Street South.

IV. **Fiscal Impact Report**

- a. Staff: Garrett McLeod
- b. Funding Source: TCEDC
- c. Cost: Not to exceed \$30,000

V. **Economic Impact**

- a. Enhances property values, safety, and aesthetics in the core of Texas City.

Respectfully Submitted,

Garrett C. McLeod
Economic Development Director



SETX Environmental, Inc.
DbA ASE Services
Environmental Consulting & Testing
Asbestos - Mold - Lead - ESA's

George Fuller
Texas City Economic Development Corporation
1801 9th Avenue North
Texas City, Texas 77590

March 28, 2022

RE: ASE Proposal No. **22-028QH**
Environmental Consulting Services
Vacant 4-Plex Apartment Building
17 9th Street South
Texas City, Texas 77590

Dear George:

Pursuant to your request, **ASE Services** is pleased to provide the following proposal for professional environmental consulting services for the above referenced project. We understand the scope of work to include preparing abatement/demolition design specifications, bid services, monitoring during asbestos abatement and assistance during demolition of the subject property.

Bay will provide design documents, pre-bid services, project management and air-monitoring services per the Scope of Work as described in Exhibit A. The Form of Agreement and Compensation for the services will be as described in Exhibit B.

Our services will be invoiced upon completion and invoices will be sent to your office for processing. If this proposal is acceptable, please provide a purchase order for our records, invoicing, and as our authorization to proceed. This proposal is valid for 60 days from the proposal date.

We appreciate the opportunity to provide continued professional environmental related services for **Texas City Economic Development Corporation and the City of Texas City**. Should you have any questions or require any additional information, please call me on my cell at (409) 916-2383.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen R. Wev', with a stylized flourish at the end.

Stephen R. (Randy) Wev
ASE Services
DSHS Licensed Asbestos Consultant #10-5144

EXHIBIT A SCOPE OF WORK

- 1.0 DESIGN DOCUMENTS/PRE-BID SERVICES** – Services for preparation and submittal of detailed abatement/demolition design documents, as required by the Texas Department of State Health Services.
- 1.1 Preparation of the required asbestos/demolition design documents in accordance with TAHPR, NESHAP, EPA, OSHA, State, City and other applicable regulations and recommendations. Documents will be prepared in ASE's standard format by a TDSHS Licensed Asbestos Consultant based on the inspection report completed by ASE.
 - 1.2 Prepare and release a Request for Proposal to a select list of qualified abatement/demolition contractors.
 - 1.3 Prepare and release addendums to the specifications as may be required.
 - 1.4 Assist with review of proposals received by TCEDC, prepare bid tabulation and letter to TCEDC with recommendation of award.
 - 1.5 Assist the selected contractor with preparation and submittal of the required Abatement/Demolition Notification to the State of Texas.
- 2.0 ABATEMENT PROJECT MANAGEMENT** - Services to include coordinating and inspecting the work performed by the abatement contractor:
- 2.1 Conduct pre-abatement meeting with Abatement/Demolition Contractor. Pre-abatement meetings will be held on site and at the start of the project.
 - 2.2 Provide project manager to act as contract administrator; review and approve work orders, progress reports, payment requests, submittals, change orders.
 - 2.3 Provide liaison services with the Texas Department of State Health Services.
 - 2.4 Interpret and render decisions on contract documents.
 - 2.5 Generally provide services as "Architect" as defined in AIA General Terms and Conditions providing full project construction management.
 - 2.6 Provide one copy of project close-out document to include air monitoring reports, and licenses.

3.0 INSPECTION AND AIR MONITORING - Services to include coordinating and inspecting the work performed by the abatement contractor:

- 3.1 Review and approve contractor compliances including licenses, worker registration and qualifications; obtain acknowledgments and releases from contractor and consultant personnel on Client's behalf.
- 3.2 Provide full-time, on-site TDSHS Licensed Project Manager/Air Monitoring Technician and laboratory services for inspection of abatement contractor's work for compliance with specifications and regulations and to conduct Phase Contrast Microscopy (PCM) air monitoring during demolition work. This includes on-site analysis of up to 12 PCM samples per 8-hour shift. Personnel performing air monitoring will have requisite on-project experience and have completed training courses: NIOSH 582 - "Sampling and Evaluating Airborne Asbestos Dusts" and "Supervision of Asbestos Abatement Projects" at EPA sponsored training centers or equivalent.
- 3.3 Conduct site visits during abatement and demolition to ensure specification compliance and assist TC with final walk of the project to insure completeness.
- 3.4 Assist TC with review of pay applications, invoices, and final documentation for the project.

**EXHIBIT B
FORM OF AGREEMENT**

The services as described in Exhibit A, Scope of Work, will be provided as follows:

Item 1.0	Design Documents / Pre-bid Services / Notification Submittal	\$600.00
Item 2.0	Project Management	Included
	Asbestos/Demolition Consultant (14 hours estimated)	\$85.00/hr.
Item 3.0	Air monitoring, travel & report prep (2 days estimated)	\$690.00/day
	Per diem of technician (2 days estimated)	\$35.00/day
	Mileage for technician (2 r/t's @ 80 miles ea. estimated)	\$0.60/mile

ASE would estimate our total consulting fee not to exceed \$3,336.00 based on the selected abatement contractor completing the abatement portion of the project within two (2) working days (M-F). Our fee will be reduced proportionally should the abatement portion of the project complete in less time than the two (2) days projected.

This proposal excludes our fee for the asbestos inspection as previously invoiced.

ASE would estimate abatement/demolition costs for the project as follows:

- Specifications, bid services and air monitoring by ASE (Based on two (2) workdays for abatement) \$3,336.00
- Asbestos Abatement \$2,500.00
- Demolition and cleanup of property \$24,500.00
- State ARU fee (invoiced separately from the State) \$50.00
- **TOTAL ESTIMATED COST FOR PROJECT \$30,386.00**

Asbestos Abatement and Demolition of 17 9th Street South is estimated at \$27,000.00 + consulting and State fees.



13

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TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-09

A RESOLUTION APPROVING THE DEMOLITION AND ABATEMENT OF PROPERTY LOCATED AT #17 9TH STREET NORTH, TEXAS CITY, GALVESTON COUNTY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (“TCEDC”), duly held on April 6, 2022, a general discussion was held concerning the demolition and abatement of property located at #17 9th Street North, Texas City, Galveston County, Texas; and

WHEREAS, it is proposed that the Texas City Economic Development Corporation approves an amount not to exceed \$30,000.00 to demolish the property located at #17 9th Street North, Texas City, Galveston County, Texas.

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

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation approves the demolition of property located at #17 9th Street North, Texas City, Galveston County, Texas for an amount not to exceed \$30,000.00.

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

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

PASSED AND ADOPTED this 6th day of April 2022.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY

Texas City Economic Development Corporation

TCEDC Agenda

6. G.

Meeting Date: 04/06/2022

Discuss and Consider for Approval a Resolution for the Removal of Underground Storage Tanks at 9407 Skyline Drive

Submitted By: Garrett McLeod, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

BACKGROUND

- a. The project was started February 2021 as a substandard structure. An abatement order was provided.
- b. TCEDC board approved the demolition of the structure in August 2021.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Bid Tab

Staff Report

Resolution



BID TABULATION
ASE Project No. 22-051
UST REMOVAL, REMEDIATION AND CLOSURE
9407 Skyline Drive, Texas City
Bid Date: March 16, 2022 @ 2:00 pm

CONTRACTOR	RCVD ADDEN 1	UST REMOVAL BASE BID	ALT NO. 1 REMOVE 3RD TANK	TOTAL PROPOSED COST	REMOVE CONT. SOIL /C.Y. Class II Non Haz	REMOVE CONT. SOIL /C.Y. Class I Non Haz	REMOVE CONT. SOIL /C.Y. Hazardous	ADD FOR LARGER TANKS /GAL.	ADD FOR LARGER TANK #3 /GAL.	ADD FOR ADDNG CONTENTS /GAL.
R&S TANK SERVICE	Y	\$45,800.00	\$8,407.00	\$54,207.00	\$51.60	\$96.55	\$320.00	\$1.00	\$2.00	\$1.56
INLAND ENVIRONMENTS	Y	\$39,880.00	\$7,480.00	\$47,360.00	\$55.00	\$72.00	\$105.00	\$2.50	\$3.50	\$1.00
GEO ENVIRONMENTAL**	Y	NO BID								

* **TOTAL PROPOSED BASE BID COST INCLUDES \$5,000.00 CONTINGENCY AMOUNT FOR UNFORSEENS.**

** Contractor attended on site pre-bid conference and assured ASE that proposal would be submitted, however, failed to submit proposal

PROPOSALS SUBMITTED TO TCEDC AND THAN FORWARDED TO ASE SERVICES FOR TABULATION AND REVIEW



Staff Report

April 6, 2022

Texas City Economic Development Corporation

Subject: Discuss and Consider for Approval a Resolution for the Removal of Underground Storage Tanks at 9407 Skyline Drive.

I. **Background**

- a. The project was started February 2021 as a substandard structure. An abatement order was provided.
- b. TCEDC board approved the demolition of the structure in August 2021.

II. **Current Situation**

- a. The Economic Development Corporation is requested to consider approval of a Resolution authorizing the removal of underground storage tanks at 9407 Skyline Drive.

III. **Recommendation**

- a. Approve the Resolution for the Removal of Underground Storage Tanks at 9407 Skyline Drive.

IV. **Fiscal Impact Report**

- a. Staff: Garrett McLeod
- b. Funding Source: TCEDC
- c. Cost: \$39,880.00

V. **Economic Impact**

- a. Enhances property values, safety, and aesthetics within the City of Texas City.

Respectfully Submitted,

Garrett C. McLeod
Economic Development Director

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-10

A RESOLUTION APPROVING REMOVAL OF UNDERGROUND STORAGE TANK FOR PROPERTY LOCATED AT 9407 SKYLINE RIVE, TEXAS CITY, GALVESTON COUNTY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (“TCEDC”), duly held on April 6, 2022, a general discussion was held concerning the underground storage tank removal for property located 9407 Skyline Drive, Texas City, Galveston County, Texas; and

WHEREAS, it is proposed that the Texas City Economic Development Corporation approves the underground storage tank removal for property located 9407 Skyline Drive, Texas City, Galveston County, Texas, for an estimated cost of \$39,880.00.

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

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation approves the underground storage tank removal for property located 9407 Skyline Drive, Texas City, Galveston County, Texas.

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

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

PASSED AND ADOPTED this 6th day of April 2022.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY

Texas City Economic Development Corporation

TCEDC Agenda

6. H.

Meeting Date: 04/06/2022

Discuss and Consider for Approval a Business Owner Incentive Package Agreement with Erin Clymer for Species Gym Located at 702 9th Avenue North

Submitted By: Garrett McLeod, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

BACKGROUND

- a. Erin Clymer has been working towards opening a full service gym at the former Arturo’s building located at 702 9th Avenue N.
- b. The gym will be formally known as Species Gym. They are currently working on the buildout of the structure.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Staff Report
Agreement
Resolution



Staff Report

April 6, 2022

Texas City Economic Development Corporation

Subject: Discuss and Consider for Approval a Business Owner Incentive Package Agreement with Erin Clymer for Species Gym Located at 702 9th Avenue N.

I. **Background**

- a. Erin Clymer has been working towards opening a full service gym at the former Arturo's building located at 702 9th Avenue N.
- b. The gym will be formally known as Species Gym. They are currently working on the buildout of the structure.

II. **Current Situation**

- a. The Economic Development Corporation is requested to consider approval of a business incentive package agreement.

III. **Recommendation**

- a. Approve the Business Owner Incentive Package Agreement.

IV. **Fiscal Impact Report**

- a. Staff: Garrett McLeod
- b. Cost:
 - i. Sherwin Williams: \$2,362.90
 - ii. Bay Area Signs: \$9,850.00
 - iii. Buildout: \$7,643.84
 - iv. Total: \$19,856.74

V. **Economic Impact**

- a. Continues to enhance property values, and increases foot traffic in and around the downtown district.

Respectfully Submitted,

Garrett C. McLeod
Economic Development Director

STATE OF TEXAS
COUNTY OF GALVESTON

**BUSINESS OWNER INCENTIVE PACKAGE AGREEMENT WITH TEXAS CITY
ECONOMIC DEVELOPMENT CORPORATION**

This AGREEMENT is entered into this 6th day of April, 2022, between the Texas City Economic Development Corporation, (“TCEDC”) and 9th Avenue Square LLC (“Owner”), and Erin Clymer (“Tenant”), located at 702 9th Avenue N., Texas City, Texas, 77590.

**ARTICLE I
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide for consistent, attractive, and well-maintained appearance for businesses within the 6th Street area of the City of Texas City.

**ARTICLE II
RIGHTS AND OBLIGATIONS OF THE CITY**

1. TCEDC shall pay for approved exterior paint, described as white in the Sherwin Williams color schemes.
2. TCEDC shall arrange with Sherwin Williams in Texas City to provide paint in line with a pre-determined color palette or similar colors as approved by the TCEDC for the 6th Street area businesses.
3. TCEDC shall determine appropriate amount of paint sufficient to paint the exterior of said Property in consultation with Sherwin Williams and only pay for that amount of paint.
4. TCEDC shall pay Creative and Caasco Signs Inc. for approved signs, as set out in Exhibit “A”, attached hereto and made a part hereof.
5. TCEDC shall arrange with Creative and Caasco Signs Inc. to meet and finalize signage in line with guidelines for the 6th Street area businesses.
6. TCEDC shall provide reimbursement for certain construction costs that has been approved by staff.

**ARTICLE III
RIGHTS AND OBLIGATIONS OF OWNER**

Owner/Tenant covenants and agrees as follows:

1. Maintain the business located at 702 9th Avenue N., Texas City, Galveston County, Texas (“the Property”), for a minimum five-year period.

2. Maintain attractive appearance on the exterior of the Property for a minimum five-year period.
3. Provide the labor and apply the paint within 30 days of purchase.
4. Apply the paint on the Property in appropriate and approved methods so as not to be messy, leave drip marks, be thinly applied, or present a poor appearance as determined by the TCEDC's designee.
5. Use only the approved paints, provided by Sherwin Williams, on the exterior facia.
6. Keep and maintain the sign(s) on the Property, secured and in good repair, for a minimum five-year period, except in cases of acts of God.
7. Use only the approved signs, on the exterior facia.
8. Comply with all City Ordinances.
9. Wash or clean regularly the façade from dirt, soil, marks, or other distractions or blemishes on the paint surface.
10. In the event that any of the obligations of the Owner are not fulfilled in their entirety, the Owner will be responsible for reimbursing all funds advanced by TCEDC.

ARTICLE IV COORDINATION

1. The TCEDC and the Owner/Tenant will coordinate with Sherwin Williams for approval of colors and paint quality for exterior.
2. The Owner/Tenant and Creative and Caasco Signs Inc. will work together to design new signage. The TCEDC and the Owner will coordinate with Creative and Caasco Signs Inc. for approval of the design for new signage.

ARTICLE V NO WAIVER OF IMMUNITY

It is expressly understood and agreed that under this Agreement the TCEDC neither waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

ARTICLE VI VENUE

Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provision, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.

ARTICLE VII
SEVERABILITY

In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.

ARTICLE VIII
MODIFICATION

This Agreement may be amended or modified by the mutual agreement of both parties hereto in writing, such writing to be attached hereto and incorporated unto this Agreement.

ARTICLE IX
ENTIRE AGREEMENT

This Agreement contains all commitments and obligations of the parties and represents the entire agreement of said parties. Verbal or written conditions not contained herein shall not have any force or effect to alter any term of this Agreement.

ARTICLE X
TERMINATION/FORCE MAJEURE

This Agreement may be terminated at any time before its expiration with mutual consent of both parties. Neither party shall be responsible for damages or expected to fulfill its obligations under this Agreement should an act of God or other unforeseen catastrophe occur and cause such damage or prevent the performance of such obligation.

ARTICLE XI
EXECUTION

This Agreement shall be executed by the duly authorized Owner and TCEDC.

Paragraph Headings

The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it.

Understanding, Fair Construction

By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement,

although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

**ARTICLE XII
NOTICES**

Any notices due under the provisions of this Agreement shall be made in writing and shall be addressed to the following:

TCEDC:

TCEDC Manager
City of Texas City
1801 - 9th Avenue North
Texas City, Texas 77590
(409) 643-5916 Phone
(409) 653-5952 - Facsimile

Business:

Leon Trakhtenberg, Owner
10603 Atwell Drive
Houston, Texas 77096

Erin Clymer, Tenant

Texas City, Texas 77590

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement on the date first above written.

Texas City Economic
Development Corporation:

By: _____

Mark Ciavaglia
Chairman

702 9th Avenue North:

By: _____
9th Avenue Square LLC, Owner
Leon Trakhtenberg, Manager

By: _____
Erin Clymer, Tenant

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-11

A RESOLUTION AUTHORIZING THE BOARD CHAIRPERSON TO ENTER INTO A BUSINESS OWNER INCENTIVE PACKAGE AGREEMENT WITH ERIN CLYMER (SPECIES GYM) FOR PROPERTY LOCATED AT 702 9TH AVENUE NORTH; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on April 6, 2022, a general discussion was held concerning entering into a business owner incentive agreement with Erin Clymer for property located at 702 9th Avenue North; and

WHEREAS, it is recommended that the TCEDC and Erin Clymer enter into a Business Owner Incentive Package Agreement for property located at 702 9th Avenue North, known Species Gym.

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

SECTION 1: The Texas City Economic Development Corporation hereby approves the Board Chairperson to enter into a Business Owner Incentive Package Agreement for property located at 702 9th Avenue North.

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

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

PASSED AND ADOPTED this 6th day of April 2022.

CHAIRMAN/PRESIDENT
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation

TCEDC Agenda

6. I.

Meeting Date: 04/06/2022

Discuss and Consider Approval of Unimproved Prop Agreement for Prop at Intersection of 9th Ave and 9th St with Bryan Springer

Submitted By: Garrett McLeod, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

BACKGROUND

- a. Bryan Springer currently owns Bevis Pest Control located at 826 9th Avenue N.
- b. Due to a fence being erected to the north of his property, Mr. Springer is no longer able to pull trailers into the garage of his building.
- c. The Texas City Economic Development Corporation owns a parcel of land west of Mr. Springer's building. If acquired, this would allow him to cut a roll up door into the side of his building. This effectively provides new access into his garage.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Staff Report
Unimproved Property Agreement
Resolution



Staff Report

April 6, 2022

Texas City Economic Development Corporation

Subject: Discuss and consider approval of the sale of TCEDC owned property located at the intersection of 9th Avenue and 9th Street to Bryan Springer.

I. **Background**

- a. Bryan Springer currently owns Bevis Pest Control located at 826 9th Avenue N.
- b. Due to a fence being erected to the north of his property, Mr. Springer is no longer able to pull trailers into the garage of his building.
- c. The Texas City Economic Development Corporation owns a parcel of land west of Mr. Springer's building. If acquired, this would allow him to cut a roll up door into the side of his building. This effectively provides new access into his garage.

II. **Current Situation**

- a. The Economic Development Corporation is requested to consider approval of a sale of TCEDC owned property to Bryan Springer.

III. **Recommendation**

- a. Approve the Sale of TCEDC Owned Property (Parcel ID 225644) to Bryan Springer.

IV. **Fiscal Impact Report**

- a. Staff: Garrett McLeod
- b. Sale of Property: \$10.00

V. **Economic Impact**

- a. Further enhances a small business' ability to continue their operations in Texas City.

Respectfully Submitted,

Garrett C. McLeod
Economic Development Director

UNIMPROVED PROPERTY AGREEMENT

This Unimproved Property Contract ("Agreement") is made as of _____, 2022 by and between the Texas City Economic Development Corporation a Texas Nonprofit Corporation ("Seller") and Bryan Springer ("Buyer"); Buyer and Seller collectively referred to as the Parties.

RECITALS:

WHEREAS, Seller has agreed to sell, and Buyer has agreed to buy certain unimproved real property as identified more fully herein; and

WHEREAS, Seller and Buyer desire to enter into this Agreement for the purchase of the unimproved real property and as to other conditions of the sale.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Seller has agreed to sell Buyer certain unimproved real property legally described as follows:

ABST 205 PAGE 6 LOT 1 BLK 269 TEXAS CITY (GCAD No. 225644) ("Vacant Lot")

2. Seller has agreed to sell to Buyer the Vacant Lot in exchange for improvements to the Vacant Lot that include landscaping, fencing and screening that is developed in accordance with the City of Texas City Zoning Code. The construction of such improvements must occur within one (1) calendar year of the execution of this Agreement. This also includes a commitment to operate the business in Texas City for a period of not less than five (5) years.

3. Buyer acknowledges that the Seller has reduced the sales price of the Vacant Lot as consideration for the improvements to be made by Buyer described in Paragraph 2 above.

4. Seller agrees to sell and convey the Vacant Lot to Buyer, and Buyer agrees to buy and pay Seller for the Vacant Lot the sum of \$1.00. Upon approval of the sale of the Vacant Lot by the Board of Directors of the Seller, Buyer and Seller will enter into a more definitive form of Real Estate Sale Contract incorporating this Agreement.

5. In the event the Buyer fails to fulfil his obligations as described in Paragraph 2 above, Seller shall have the right upon thirty (30) days written notice to repurchase the Vacant Lot for the same price Buyer paid to Seller to acquire the Vacant Lot. Buyer will not receive any additional consideration for any improvements done on the Vacant Lot and waives and all claims including quantum merit.

6. All of the terms, conditions and covenants of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns, to the extent that any such transfer of interest may be allowed under the terms of the Contract.

7. This Agreement may be executed in any number of counterparts, each of that shall be deemed to be an original, and all such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile and/or electronic mail (i.e., pdf).

8. Buyer further expressly warrants and represents to the Seller that he is legally competent to execute this Agreement; before executing this Agreement, he has read and understands its terms, contents, and conditions; and that no promise or representation of any kind has been made to Buyer by Seller or by anyone acting for it, except as is expressly stated in this Agreement.

Executed as of the Date written above.

Seller:

Texas City Economic Development Corporation

BY: _____

Mark Ciavaglia, Chairman

Buyer:

Bryan Springer

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-12

A RESOLUTION AUTHORIZING THE BOARD CHAIRPERSON TO ENTER INTO AN UNIMPROVED PROPERTY AGREEMENT WITH BRYAN SPRINGER FOR PROPERTY LOCATED AT THE INTERSECTION OF 9TH AVENUE AND 9TH STREET; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on April 6, 2022, a general discussion was held concerning entering into an Unimproved Property Agreement with Bryan Springer for property located at the intersection of 9th Avenue and 9th Street; and

WHEREAS, it is recommended that the TCEDC and Bryan Springer enter into an Unimproved Property Agreement for property located at the intersection of 9th Avenue and 9th Street

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

SECTION 1: The Texas City Economic Development Corporation hereby approves the Board Chairperson to enter into an Unimproved Property Agreement for property located at the intersection of 9th Avenue and 9th Street.

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

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

PASSED AND ADOPTED this 6th day of April 2022.

CHAIRMAN/PRESIDENT
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation

TCEDC Agenda

7. A.

Meeting Date: 04/06/2022

Texas City EDC Staff Update

Submitted By: Garrett McLeod, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

TCEDC Agenda

7. B.

Meeting Date: 04/06/2022

Small Business Development Center Update

Submitted By: Garrett McLeod, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

TCEDC Agenda

7. C.

Meeting Date: 04/06/2022

Texas City La Marque Chamber of Commerce Update

Submitted By: Garrett McLeod, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

TCEDC Agenda

7. D.

Meeting Date: 04/06/2022

Texas City ISD Update

Submitted By: Garrett McLeod, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED
