

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 ANNUAL MEETING

AGENDA

NOVEMBER 16, 2022 - 3:00 P.M.

CITY HALL COUNCIL ROOM
1801 9th Ave. N.
Texas City, TX 77590

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

1. DECLARATION OF QUORUM
2. ROLL CALL
3. CONFLICT OF INTEREST DECLARATION
4. Consider Approval of the September 21, 2022, TCEDC Meeting Minutes.
5. PUBLIC COMMENTS
6. NEW BUSINESS
 - a. Consider and take action on the election of Officers and Oath of Officers.
 - b. Consider and take action on Resolution No. 2022-26, approving the actions of the board for the 2021-2022 fiscal year.
 - c. Consider and take action on Resolution No. 2022-27, approval of professional services agreement with Clark Condon to develop plans and specifications for the 6th Street Park.

- d. Consider and take action on Resolution No. 2022-28, approving the demolition of the building located at 901, 5th Avenue, Texas City, Galveston County, for an amount not to exceed \$30,000.00.
 - e. Consider and take action on Resolution No. 2022-29, approving the demolition of a building located at 1460 Hwy 146, Texas City, Galveston County, for an amount not to exceed \$50,000.00.
 - f. Consider and take action on Resolution No. 2022-30, approving the demolition of the building located at 204 Hwy 146 South, Texas City, Galveston County, for an amount not to exceed \$10,000.00.
 - g. Consider and take action on Resolution No. 2022-31, implementing a new Design Engineering Program for the 6th Street Revitalization District.
 - h. Consider and take action on Resolution No. 2022-32, approving the sale of the property located at 2415, 22nd Avenue North, in Texas City, Galveston County.
7. UPDATES AND REPORTS
- a. Small Business Development Center Update
Texas City-La Marque Chamber of Commerce Update
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 NOVEMBER 11, 2022, AT 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: 11/16/2022

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider Approval of the September 21, 2022, TCEDC Meeting Minutes.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Minutes

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS MEETING

MINUTES

SEPTEMBER 21, 2022 - 3:00 P.M.

CITY HALL COUNCIL ROOM

The Texas City Economic Development Corporation Board of Directors met on September 21, 2022, at 3:00 p.m., in the City Hall Council 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 Mark Ciavaglia with the following in attendance:

(1) DECLARATION OF QUORUM

(2) ROLL CALL

Present: Mark Ciavaglia, Chairperson
Randy Dietel, Vice-Chairperson
Dedrick D. Johnson, Mayor/ Director
Bruce Clawson, Director
Laura Boyd, Ex-Officio Member / Treasurer

Absent: Brandi Peterson, Director

Staff Present: Jon Branson, Executive Director of Management Services
Rhomari Leigh, Board Secretary
Kyle Dickson, City Attorney
George Fuller, City Staff
Mike Stump, City Staff

(3) CONFLICT OF INTEREST DECLARATION

There were none.

(4) Consider Approval of the August 10, 2022, TCEDC Meeting Minutes.

Motion by Vice-Chairperson Randy Dietel, Seconded by Mayor/ Director Dedrick D. Johnson

Vote: 4 - 0 CARRIED

(5) PUBLIC COMMENTS

There were none.

(6) NEW BUSINESS

- (a) Consider and take action on Resolution No. 2022-19, ratify the sale of fifteen (15) Texas City Economic Development Corporation (TCEDC) properties to Blanchard Refining Company, LLC.

Motion by Director Bruce Clawson, Seconded by Vice-Chairperson Randy Dietel

Vote: 4 - 0 CARRIED

- (b) Consider and take action on Resolution No. 2022-20, approving of the purchase of property located at 732 Martin Luther King drive for a total price of \$10,000.

Motion by Mayor/ Director Dedrick D. Johnson, Seconded by Vice-Chairperson Randy Dietel

Vote: 4 - 0 CARRIED

- (c) Consider and take action on Resolution No. 2022-21, authorizing a land swap between Mrs. Graciela Cabrera who resides at 1, 35th Street South, in Texas City and the Texas City Economic Development Corporation (TCEDC) who owns property located at 2129, 7th Avenue North in the City.

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

Vote: 4 - 0 CARRIED

- (d) Consider and possibly take action on Resolution No. 2022-22, acceptance of three parcels of property located within the City Limits of the City of Texas City, by the Texas City Economic Development Corporation (TCEDC).

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

Vote: 4 - 0 CARRIED

- (e) Consider and take action on Resolution No. 2022-23, awarding Bid No. 2022-025, mowing maintenance of Texas City Economic Development Corporation Properties to Yellowstone Landscaping.

Motion by Mayor/ Director Dedrick D. Johnson, Seconded by Vice-Chairperson Randy Dietel

Vote: 4 - 0 CARRIED

- (f) Consider and take action on Resolution No. 2022-24, adopting the proposed Texas City Economic Development Corporation's budget for the 2022-2023 Fiscal Year Budget.

Motion by Vice-Chairperson Randy Dietel, Seconded by Mayor/ Director Dedrick D. Johnson

Vote: 4 - 0 CARRIED

- (g) Consider and take action on Resolution No. 2022-25, Adopt Economic Development Strategic Plan, Pathways to Prosperity - An Economic Development Action Plan for Texas City, Texas.

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

Vote: 4 - 0 CARRIED

(7) ADJOURNMENT

Having no further business, Mark Ciavaglia made a Motion to ADJOURN at 3:40 p.m. The meeting was adjourned.

Board Secretary
Texas City Economic Development Corporation

Date Approved: _____

TCEDC Agenda

6. a.

Meeting Date: 11/16/2022

Oath of Office

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on the election of Officers and Oath of Officers.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Staff Report

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

CHARTER/ FILE NO. 125846501 APPROVED BY SECRETARY OF STATE ON 2/3/93

This Corporation was originally incorporated under the name of City of Texas City Economic Development Corporation; however, the name was changed to TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION on 5/12/93.

PURPOSE: The Corporation is a non-profit corporation pursuant to the Development Corporation Act of 1979, Article 5190.6, Section 4A, et seq, Vernon's Annotated Texas Civil Statutes. The purpose or purposes for which the Corporation is organized is for the promotion and development of new and expanded businesses within the City of Texas City and any activity allowed by the enabling statute. (The above statements are taken from the Articles of Incorporation approved on 2/3/93, and the Amendment to the Articles of Incorporation approved on 5/12/93.)

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION - Five (5) directors will serve three-year (3) staggered terms. No limit on number of terms. Each Director shall hold office for the term for which he is appointed and until his successor shall have been appointed and qualified unless sooner removed. Meetings are held as needed.

Mark Ciavaglia, Chairperson mark.ciavaglia@me.com	Bruce Clawson, Director
Randy Dietel, Director	Mayor Dedrick D. Johnson, Director
Larry Edrozo, Director	City Staff: Garrett McLeod, Director of Economic Development Kyle Dickson, City Attorney Jon Branson, Executive Director of Management Services Laura Boyd, Director of Finance Rhomari Leigh, Board Secretary Justin Herter, Board Secretary Alternate

TCEDC Agenda

6. b.

Meeting Date: 11/16/2022

Approving Officers actions FY 22-23

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 2022-26, approving the actions of the board for the 2021-2022 fiscal year.

BACKGROUND

Our City Attorney has recommended this resolution to validate the smaller items budgetary in nature (under the threshold that requires board approval and budgeted item) or that typically do not need the Board's approval in a formal meeting such as a change order under the allowable percentage of advertisement in a newspaper and approved within the budget. Or items not budgetary in nature generally.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-26

A RESOLUTION APPROVING THE ACTIONS OF THE OFFICERS OF THE BOARD OF DIRECTORS OF THE CITY OF TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION DURING THE 2021-2022 FISCAL YEAR; 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 November 16, 2022, consideration was given to approving the actions of the Officers of the Board of Directors of the Texas City Economic Development Corporation during the 2021-2022 Fiscal Year.

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

SECTION 1: All of the actions taken by the Officers of the Board of Directors of the Texas City Economic Development Corporation during the 2021-2022 Fiscal Year are hereby approved.

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 November 2022.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation

TCEDC Agenda

6. c.

Meeting Date: 11/16/2022

Food Truck Design Services

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

ACTION REQUEST (Brief Summary)

Consideration and approval of professional services agreement with Clark Condon to develop plans and specifications for the 6th Street Park.

BACKGROUND

Staff worked with Clark Condon to develop a Master Plan for the development of the Food Truck Park located on 6th Street and Seventh Avenue in Texas City. The plan was delivered to Staff in February 2022. Staff discussed the Master Plan for the park with Mayor Johnson once completed. It is now time to proceed with the development of the plans and specifications for the park project. Clark Condon has proposed a lump sum total for the plans and specifications in the amount of \$494,250 including reimbursable expenses which is 7.78% of the total estimated construction cost for the project. Services to be provided for this scope of work include Preliminary Design, Design Development, Construction Documents, Bidding and Construction Phase Services.

The 2022/2023 approved Budget Includes a grand total of \$530,000 anticipated for this project.

ANALYSIS

Recommend approval of professional services agreement with Clark Condon.

ALTERNATIVES CONSIDERED

Attachments

Professional Services - Clark Condon
Resolution

April 4, 2022
September 14, 2022, Revised

Jon R. Branson
Executive Director of Management Services
City of Texas City
1801 9th Ave. North
Texas City, TX 77590

Re: Texas City 6th St Food Truck Park – Implementation Phase

Dear Jon,

We are pleased to provide this proposal for the design and documentation associated with the proposed Implementation Phase of the Texas City 6th St Food Truck Park located in Texas City, Texas. For the purposes of this proposal, you will be referred to as the Client and Clark Condon Associates, Inc. as the Landscape Architect.

SCOPE OF WORK – 6th Street Food Truck Park is a 1.24 acre park and parking lot owned by the Texas City Economic Development Corporation. The proposed improvements are as approved in the Master Plan dated February 23, 2022.

The Landscape Architect and Design Team shall be responsible for providing design and documentation services for the project. This shall be accomplished by working closely with the Client and Design Team. The proposed construction budget is \$6.35 million. Scope of work includes design and documentation for the following:

1. Pedestrian hardscape
2. Vehicular paving and striping
3. Water feature and spraygrounds
4. Playground
5. Artwork
6. Site furniture and yard games
7. Site lighting
8. Dog park
9. Artificial turf lawn
10. Activity berm
11. Pavilions and amphitheater structure
12. Restrooms and storage buildings
13. Food truck connections
14. Planting and irrigation
15. Utility relocation
16. Median improvements
17. Fencing
18. Tree protection
19. Incorporation of Texas City signage and branding
20. Coordination with Design Team and stakeholders

PRELIMINARY DESIGN - The Landscape Architect and Design Team shall prepare Preliminary Design drawings for the project based on the previously approved Master Plan. Drawings shall indicate general concepts, spatial

relationships, scale and form, and respond to site conditions, the program, and budget. Services to be provided in this phase include:

1. Visit the site to become familiar with the existing features of the site and the surrounding area.
2. Project management and coordination with Design Team to develop Preliminary Design.
3. Organize and schedule 3 meetings with Client and Design Team to review design.
4. Prepare a budgetary construction cost estimate based upon Preliminary Design.
5. Utility relocation coordination.
6. Prepare preliminary drawings reflecting the approved program from the Master Plan.
7. A Preliminary Design set on full size sheets shall be prepared for final approval by the Client and Owner.
8. 3D renderings (upon request).

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

1. Prepare Design Development plans for all areas approved during Preliminary Design.
2. Select materials for all project aspects, i.e., architectural pavilions, walkways, plaza(s), fountain(s), site furniture, playgrounds, berming, walls, fencing, and plantings.
3. Organize and schedule Client and Design Team meetings (3 maximum).
4. Present Design Development plans and materials to Client for review and discussion.
5. Prepare cost estimates based on Design Development drawings.
6. Layout irrigation concept and main line.
7. Refine fountain and spraygrounds design in coordination with aquatic consultant.
8. Prepare an outline specification.
9. Review and coordinate area drain locations and elevations with civil engineer.
10. Indicate site lighting fixture locations.
11. The Landscape Architect and civil engineer shall be mutually responsible for meeting ADA requirements.
12. Coordinate with architectural, sprayground, mechanical, electrical, structural, and utility requirements.
13. Provide preliminary tree protection and removal plan and details.
14. Deliverables include site plans at 1" = 20' scale indicating all items approved in Design Development.

CONSTRUCTION DOCUMENTS – The Construction Documents phase shall be initiated after the Client’s approval of the Design Development drawings. The Design Team shall prepare Construction Documents and technical specifications for bidding and installation of all design elements approved in Design Development. Services to be provided in this phase include:

1. Provide site plans at 1" = 20'-0" scale indicating all items approved in Design Development.
2. Provide details for all improvements as required for proper construction, installation, or finishing of all landscape components.
3. Prepare layout plans dimensioning all proposed improvements.
4. Coordinate with civil engineer on grading and drainage.
5. Prepare planting plans including all tree, shrub, vine, and groundcover selections for all locations.
6. Prepare irrigation plans including specifications, identification, location and sizing of the irrigation system and its component parts.
7. Coordinate with electrical engineer on site lighting and fixture documentation.
8. Provide tree protection and removal plans and details.
9. Prepare final construction cost estimate to include unit costs at current construction dollars.
10. Organize and schedule Client meetings (3 maximum).
11. Coordinate with aquatic consultant on final layout and select materials for fountain and spraygrounds.
12. Prepare project manual including contract documents and technical specifications in MasterSpec format.

13. Conduct project QA/QC review with Design Team.
14. Issue signed and sealed permit set.
15. Submit plans to TDLR for review.
16. Prepare final Construction Documents in reproducible format and digital format, AutoCAD.

BIDDING – After completion and approval of the Construction Documents, the Design Team shall assist Client with putting the plans out for public bid. This scope assumes we shall prepare one bid package.

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

CONSTRUCTION PHASE SERVICES – The Design Team shall provide Construction Phase Services for the project. Services to be provided in this phase include:

1. Perform periodic site visits (approximately 27 visits). The Design Team shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Client, to become generally familiar with the progress of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating the Work, when fully completed, shall be in accordance with the Contract Documents. However, the Design Team shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Team shall not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.
2. Prepare elementary and supplementary sketches required to resolve field conditions related to design.
3. Review and take appropriate action on submittals, RFIs, and shop drawings submitted by contractors for conformance with the design concept.
4. Tag and inspect plant materials, pre-delivery and on site, to assure conformance with plans and specifications as necessary.
5. Coordinate and conduct a substantial completion walkthrough at the conclusion of the construction and provide a punch list to Contractor to complete the project.
6. Based on site visits, and the data comprising the pay application, the Design Team shall review and certify to Client that to the best of the Design Team's knowledge, information and belief the Work has progressed as indicated and the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.
7. Review change orders for approval by the Client.

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

Basic Services

Preliminary Design	\$29,750.00
Design Development	\$120,000.00
Construction Documents	\$220,000.00
Bidding/Pricing	\$5,000.00
Construction Phase Services	<u>\$61,500.00</u>
TOTAL BASIC SERVICES	\$436,250.00

Supplemental Services

3D Renderings	\$5,000.00
Utility Relocation Coordination	<u>\$20,000.00</u>
TOTAL SUPPLEMENTAL SERVICES	\$25,000.00
Reimbursables	\$33,000.00
GRAND TOTAL	<u>\$494,250.00</u>

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

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

HOURLY RATES

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

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

EXCLUSIONS TO THE CONTRACT

1. Geotechnical construction testing
2. Archeological Investigation
3. Environmental Investigation
4. LEED Documentation
5. Graphics
6. Geotechnical services and report
7. Site survey

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

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

OWNERSHIP OF DOCUMENTS – The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the “Design Materials”). Subject to payment by the Client of all fees and Reimbursable Expenses owed to

the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

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

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

GOVERNING LAW – This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

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

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

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

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

DISPUTE RESOLUTION - In the event of any Dispute arising out of or relating to this Agreement or the Services, the Parties shall first use their best efforts to settle the Dispute. To this effect, any Party shall send (via electronic mail, facsimile and overnight delivery) a written notice to the other Party that such Dispute exists, which shall include a brief recitation of the nature of the Dispute. Within seven (7) days of the date of such a notice, the senior executives of each Party or their respective parent companies shall consult and negotiate with each other and attempt to reach a solution satisfactory to the Parties. All negotiations pursuant to this section shall be confidential, privileged, and inadmissible in any arbitration or legal proceeding, and shall be treated as compromise and settlement negotiations for all purposes.

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

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

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

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

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

Sincerely,



Jason A. Miller, PLA, ASLA, LEED AP
Operations Principal

APPROVED: _____ **DATE:** _____

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-27

A RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH CLARK CONDON FOR PRELIMINARY DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, BIDDING AND CONSTRUCTION PHASE SERVICES OF THE 6TH STREET PARK; 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 November 16, 2022, a general discussion was held in concerning authorizing the Chairperson or Vice-Chairperson to enter into an agreement with Clark Condon for the Preliminary Design, Design Development, Construction Documents, Bidding and Construction Phase Services for the 6th Street Park; and

WHEREAS, Staff worked with Clark Condon to develop a Master Plan for the development of the Food Truck Park located on 6th Street and Seventh Avenue in Texas City; and

WHEREAS, it is estimated that the overall project is anticipated to cost around \$530,000.00. The project is approved in the adopted 2022/2023 Fiscal Year Budget.

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 signing of an agreement with Clark Condon.

SECTION 2: The Chairperson or Vice-Chairperson is hereby authorized to execute any documents necessary for the agreement with Clark Condon.

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

PASSED AND ADOPTED this 16th day of November 2022.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY

Texas City Economic Development Corporation

TCEDC Agenda

6. d.

Meeting Date: 11/16/2022

Consider approval of demolition of structure located at 901, 5th Avenue

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

ACTION REQUEST (Brief Summary)

Consider and take action regarding the demolition of the building located at 901, 5th Avenue in the amount not to exceed \$30,000.

BACKGROUND

The property located at 901, 5th avenue in Texas City is in a state of disrepair and therefore is in need of demolishing. The property owner has worked with the Legal Department and has agreed to allow the building to be demolished. Proposals are currently being solicited for the demolition of the structure. After demolition, the Corporation will have a lien subordinate only to property taxes on the property for the cost(s) incurred which the Corporation can judicially foreclose upon after 180 Days. Staff is requesting approval from the Corporation to demolish the building up to a cost of \$30,000.

ANALYSIS

Staff Recommends approval of the demolition.

ALTERNATIVES CONSIDERED

Attachments

901

901.01

Resolution



06.16.2022 12:43



06.16.2022 12:45

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-28

A RESOLUTION APPROVING THE DEMOLITION AND ABATEMENT OF A STRUCTURE LOCATED AT 901, 5TH AVENUE, 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 November 16, 2022, a general discussion was held concerning the demolition and abatement of a structure located at 901, 5th Avenue, 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 a structure located at 901, 5th Avenue, Texas City, Galveston County, Texas.

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

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation approves the demolition of a structure located at 901, 5th Avenue, 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 16th day of November 2022.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY

Texas City Economic Development Corporation

TCEDC Agenda

6. e.

Meeting Date: 11/16/2022

Consider and take action authorizing the demolition of the building located at 1460 Hwy 146

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

ACTION REQUEST (Brief Summary)

Consider and take action on the demolition of the building located at 1460 Hwy 146.

BACKGROUND

The building located at 1460 FM 146 in Texas City is in a state of disrepair and therefore is in need of demolishing. The property owner has worked with the Legal Department and has agreed to allow the building to be demolished. Proposals are currently being solicited for the demolition of the structure. After demolition, the Corporation will have a lien subordinate only to property taxes on the property for the cost(s) incurred which the Corporation can judicially foreclose upon after 180 Days. Staff is requesting approval from the Corporation to demolish the building up to a cost of \$50,000.

ANALYSIS

Staff recommends approval of the demolition.

ALTERNATIVES CONSIDERED

Attachments

1460 Hwy 146

1460.01 Hwy 146

Resolution



1460E

VALERO
3.39
3.49
4.45
Food Mart
Deli

VALERO

08.18.2022 10:25



08.18.2022 10:25

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-29

**A RESOLUTION APPROVING THE DEMOLITION AND ABATEMENT OF A
STRUCTURE LOCATED AT 1460 HWY 146, 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 November 16, 2022, a general discussion was held concerning the demolition and abatement of a structure located at 1460 HWY 146, Texas City, Galveston County, Texas; and

WHEREAS, it is proposed that the Texas City Economic Development Corporation approves an amount not to exceed \$50,000.00 to a structure located at 1460 HWY 146, 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 a structure located at 1460 HWY 146, Texas City, Galveston County, Texas for an amount not to exceed \$50,000.00.

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 16th day of November 2022.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY

Texas City Economic Development Corporation

TCEDC Agenda

6. f.

Meeting Date: 11/16/2022

Consider and take action authorizing the demolition of the building located at 204, Hwy 146 South

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

ACTION REQUEST (Brief Summary)

Consider and take action regarding the demolition of the building located at 204 Hwy 146 South.

BACKGROUND

The building located at 204 Hwy 146 S., in Texas City is in a state of disrepair and therefore is in need of demolishing. An abatement order by the Judge has been issued on this property therefore, it is in need of demolition. Staff is requesting approval from the Corporation to demolish the building up to a total cost of \$10,000.

ANALYSIS

Staff recommends approval of the demolition.

ALTERNATIVES CONSIDERED

Attachments

204 Hwy 146
204.01 Hwy 6
Resolution



09.23.2021



09.23.2021

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-30

A RESOLUTION APPROVING THE DEMOLITION AND ABATEMENT OF A STRUCTURE LOCATED AT 204 HWY 146 SOUTH, 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 November 16, 2022, a general discussion was held concerning the demolition and abatement of a structure located at 204 HWY 146 South, Texas City, Galveston County, Texas; and

WHEREAS, it is proposed that the Texas City Economic Development Corporation approves an amount not to exceed \$10,000.00 to a structure located at 204 HWY 146 South, 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 a structure located at 204 HWY 146 South, Texas City, Galveston County, Texas for an amount not to exceed \$10,000.00.

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 16th day of November 2022.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY

Texas City Economic Development Corporation

TCEDC Agenda

6. g.

Meeting Date: 11/16/2022

Consider implementing a new Design Engineering Program for 6th Street Revitalization District

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

ACTION REQUEST (Brief Summary)

Consider implementing a new Design Engineering Program for the 6th Street Revitalization District.

BACKGROUND

The development process requires that anyone who desires to renovate an existing building or construct a new building in the 6th Revitalization District and within the City of Texas City, where the value of the proposed work is greater than \$4,500, must submit a set of "stamped" drawings by a registered design professional to the City. This is a requirement to obtain a building permit from the City to proceed the work.

Most small businesses wanting to open a business in 6th Street Redevelopment District, do not have the wherewithal or funding resources to pay for design services and take on a building renovation project therefore, many potential clients are turned off by the required design costs and never go through with their projects. The proposed program would allow a prospective business that successfully goes through the Planning Board's required Development Plan Review to receive up to \$10,000 in planning services for their required building plan submittal with the City. Once the Development Plan Review is approved by the Planning Board the business owner would work with a qualified design professional to develop and submit the development plans. The design professional would contract directly with the Economic Development Department to perform the work. The design professional and the Economic Development Department would assist the business with navigating through the plan review process and getting their building permit.

The estimated construction/renovation project would be required to be within the 6th Street Redevelopment District and the construction/renovation project must exceed a \$20,000 investment by the proposed business.

ANALYSIS

Staff recommends approval of the proposed program. Funding for 2 projects will come from the existing Professional Services account. Should additional projects be considered, staff will return to the Board for any additional required funding.

ALTERNATIVES CONSIDERED

Attachments

Resolution

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-31

A RESOLUTION AUTHORIZING THE BOARD OF DIRECTORS TO IMPLEMENT A NEW DESIGN ENGINEERING PROGRAM FOR THE 6 TH STREET REVITALIZATION DISTRICT; 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 November 16, 2022, a general discussion was held concerning the approval implementing a new Design Engineering Program for the 6th Street Revitalization District; and

WHEREAS, the Design Engineering Program for the 6th Street Revitalization District (the “Program”) is found by the Board of Directors of the Texas City Economic Development Corporation to be an attractive incentive to help small businesses successfully go through the Planning Board and permitting and design process; and

WHEREAS, the proposed program would allow a prospective business that successfully goes through the Planning Board's required Development Plan Review to receive up to \$10,000 in planning services for their required building plan submittal with the City of Texas City. Once the Development Plan Review is approved by the Planning Board the business owner would work with a qualified design professional to develop and submit the development plans. The design professional would contract directly with the Economic Development Department to perform the work; and

WHEREAS, the TCEDC Board, has existing funds available to fund up to two projects through the Professional Services account.

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

SECTION 1: The TCEDC Board creates the Design Engineering Program for the 6th Street Revitalization District with funding to provide an assistance program.

SECTION 2: The TCEDC Board deems small businesses that want to open a business in the 6th Street Redevelopment District eligible for the grant.

SECTION 3: The TCEDC appoints the Chair of the TCEDC and the Director of Economic Development, or their designee, to determine appropriate funding for each applicant.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 16th day of November 2022.

CHAIRMAN/PRESIDENT
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation

TCEDC Agenda

6. h.

Meeting Date: 11/16/2022

Approve Resolution 22-32 authorizing the sale of property located at 2415, 22nd Avenue N

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

ACTION REQUEST (Brief Summary)

Consider approval of Resolution # 22-32 approving the sale of the property located at 2415, 22nd Avenue N., in Texas City.

BACKGROUND

New Birth Syndicate LLC., has offered to purchase the property located at 2415, 22nd Avenue N., in Texas City for the purpose of marketing the property to their potential financial partners who will build a single-family home on the property. The proposed purchase price of \$50,000 exceeds the standard value of \$2.45 per square foot for Texas City Economic Development Corporation has established for the sale and/or purchase of property.

ANALYSIS

The properties adjacent to this property are all single-family residential. The proposed purchase of the property is in-line with plan to develop the property in to a single-family dwelling that will generate new Ad valorem tax revenue therefore, staff recommends approval of the proposed sale.

ALTERNATIVES CONSIDERED

Attachments

Letter of Intent

Resolution

LETTER OF INTENT TO PURCHASE REAL ESTATE

The purpose of this letter is to set for the some of the basic terms and conditions of the proposed purchase by the undersigned (the "Buyer") of certain real estate owned by you (the "Seller"). The terms set forth in this Letter will not become binding until a more detailed "Purchase Agreement" is negotiated and signed by the parties, as contemplated below by the section of this Letter entitled "non-Binding."

1. **PROPERTY ADDRESS:** The property` proposed to be sold is located at:
2415 22nd Ave N, Texas City, Tx 77590
2. **PRICE:** The proposed purchase price is \$ **50,000**. Buyer would pay the balance to Seller upon acceptance at closing.
3. **POSSESSION:** Possession would be given at the closing.
4. **INSPECTION:** After the final acceptance of a binding Purchase Agreement, Buyer may have the Real Estate inspected by a person of Buyer's choice to determine if there are any structural, mechanical, plumbing or electrical deficiencies, structural pest damage or infestation, any unsafe conditions or other damage, including the presence of radon gas, any lead-based paint hazards, and inspections for other conditions that are customary to the locality and/or that are required by law.
5. **CLOSING COSTS:** Traditional distribution of closing costs.
6. **STANDARD PROVISIONS:** The Purchase Agreement will include the standard provisions that are customary to the locality and/or that are required by law.
7. **ADDITIONAL PROVISIONS:** **Rights to market the property to acquire potential financial partners who will build a single-family home with plans submitted and approved by the city of Texas city planning department.**
8. **NON-BINDING.** This letter of Intent does not and is not intended to contractually bind the parties, and is only an expression of the basic conditions to be incorporated into a binding Purchasing Agreement. This Letter does not require either party to negotiate in good faith or to proceed to the completion of a binding Purchase Agreement. The parties shall not be contractually bound unless and until they enter into a formal, written Purchase Agreement, which must be in form and content satisfactory to each party and to each party's legal counsel, in their sole discretion. Neither party may rely on this Letter as creating any legal obligation of any kind. Notwithstanding the provisions of this paragraph to the contrary, Seller and Buyer

agree that the above paragraph entitled "Stand Still" shall be binding, regardless of whether a binding Purchase Agreement is entered into the parties.

If you would like to discuss a sale of Real Estate with the undersigned on these general terms, please sign and return a copy of this Letter of Intent to the undersigned at your earliest convenience.

Very truly yours,

The above Letter reflects our mutual understanding and sets forth the basis for proceedings to negotiate a Purchase Agreement as outlined above.

SELLER:

BUYER:

New Birth Syndicate LLC.

DATE:

10/18/2022

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-32

A RESOLUTION APPROVING THE SALE OF TEXAS CITY ECONOMIC DEVELOPMENT PROPERTY LOCATED AT 2415, 22ND AVENUE NORTH TO NEW BIRTH SYNDICATE 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 November 16, 2022, a general discussion was held concerning the sale of Texas City Economic Development Corporation property located at 2415, 22nd Avenue North, Texas City, Galveston County to New Birth Syndicate LLC.; and

WHEREAS, New Birth Syndicate LLC. has offered to purchase the property located at 2415, 22nd Avenue North, in Texas City for the purpose of marketing the property to their potential financial partners who will build a single-family home on the property; and

WHEREAS, City staff recommends that the TCEDC sale of this property to New Birth Syndicate LLC. for a full payment of \$50,000.00.

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 16th day of November 2022.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation