

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AMENDED AGENDA

WEDNESDAY, APRIL 19, 2023 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

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

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a) Service Awards

Wesley Kurtz	Water Distribution	04/29/2013	10 years
Esteban Gonzalez	Police	04/03/2008	15 years

(5) REPORTS

(a) Neighborhood Improvement Services Report (NIS-FD)

(b) Financial Quarterly Report (Finance)

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

(a) Approve City Commission Minutes for April 5, 2023 meeting. (City Secretary)

- (b) Consider and take action on Resolution No. 2023-047, awarding Bid No. 2023-424 and approving the purchase and installation of palm trees at Doyle Convention Center. (Purchasing)
- (c) Consider and take action on Resolution No. 2023-048, amending Resolution No. 2023-021 to add language designated by the Office of the Governor to submit an application for the Rifle Resistant Body Armor Grant Program. (Mayor's Office - Grants Administration)
- (d) Consider and take action on Resolution No. 2023-049, rejecting all bids for the Natatorium Renovations project. (Public Works)

(8) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 2023-11, a replat and variance request for 10625 Hillman Drive, Texas City. (Transportation and Planning)
- (b) Consider and take action on Ordinance No. 2023-12, amending the Code of Ordinances, Title XV – Land Usage by adding Chapter 161, Fence Regulations. (Fire Department)
- (c) Consider and take action on Ordinance No. 2023-13, amending the Code of Ordinances, Title XV: Land Use, Chapter 159 Subdivisions. (Transportation and Planning)
- (d) Consider and take action on Ordinance No. 2023-14, amend the fiscal year 2022-2023 budget to appropriate funds for the purchase of equipment for the Police Department from Drug Confiscation Fund. (Finance)
- (e) Consider and take action on Ordinance No. 2023-15, amending the Code of Ordinances, City of Texas City, Texas, Title III "Administration", Chapter 32 "Law Enforcement and Fire Department," by increasing the number of positions within the classification of Sergeant by two (2); prescribing the number of positions within each classification of the classified service of the Police Department. (Police Department)

(9) COMMISSIONERS' COMMENTS

(10) MAYOR'S COMMENTS

(11) ADJOURNMENT

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

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

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON APRIL 14, 2023, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 04/19/2023

April 2023 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST

Service Awards

Wesley Kurtz	Water Distribution	04/29/2013	10 years
Esteban Gonzalez	Police	04/03/2008	15 years

BACKGROUND (Brief Summary)

Service Award(s) for the following individual(s) for the month of April is based on their years of service with the City.

RECOMMENDATION

Human Resources recommend approval of the April service awards.

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 04/19/2023

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Neighborhood Improvement Services Report (NIS-FD)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

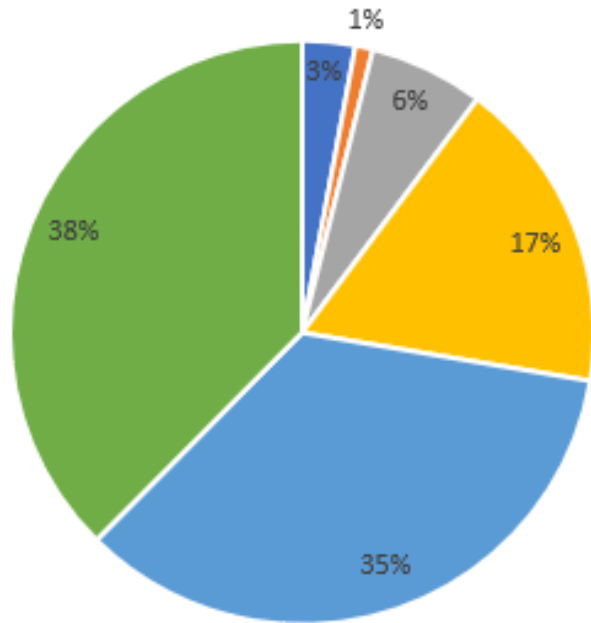
Staff Report

Texas City



NEIGHBORHOOD IMPROVEMENT SERVICES

615 Complaints Received in 2022



■ Pending ■ Accepted ■ In Progress ■ Canceled ■ Declined ■ Completed

Received	615	100%
Pending	18	3%
Accepted	6	1%
In Progress	39	6%
Canceled	107	17%
Declined	214	35%
Completed	231	38%



2021 Holdover Projects to 2022

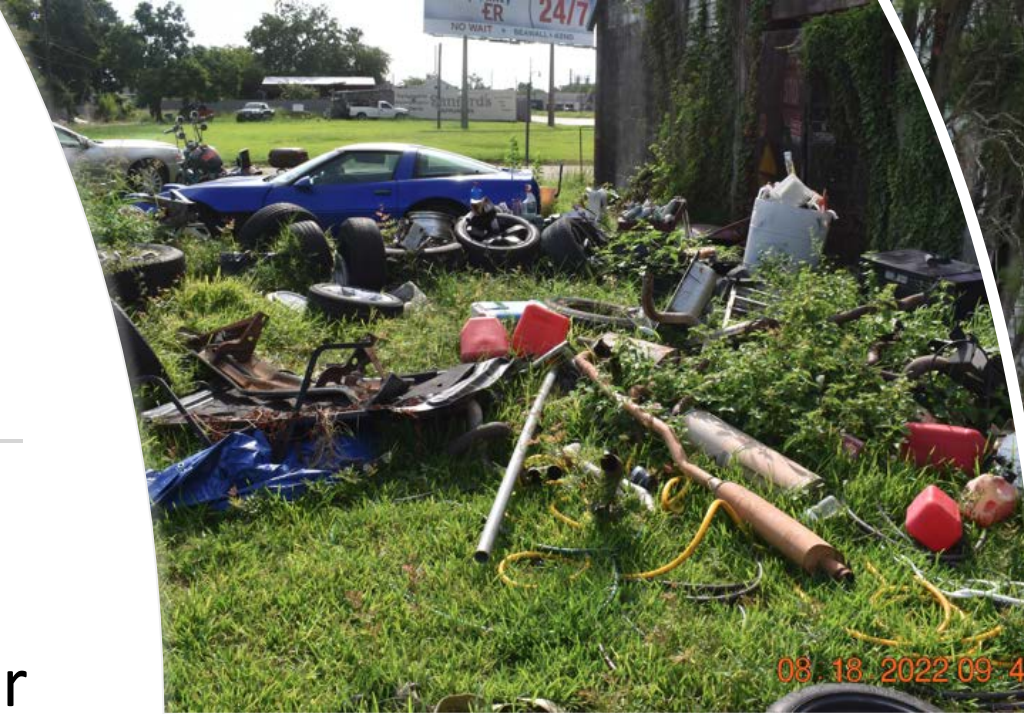
- 603 Projects were carried forward
 - Pending,
 - Accepted, or
 - In Progress.

Self Initiated Projects

448 27%

- Self Initiated Projects were primarily from four categories:

- Junk & Debris,
- Junk/Abandoned Vehicles,
- Substandard Structures, and
- High Grass.





Projects: 1,666 in 2022

260 Workdays in 2022

- 1,666 projects in 2022
- Resolved in one of two ways
 - Voluntary Compliance, or
 - Forced Compliance
- Voluntary Compliance is always the Goal
 - High Grass Vol. Compliance – Approx. 34%
 - Paid Invoice – <10%

260 Workdays in 2022

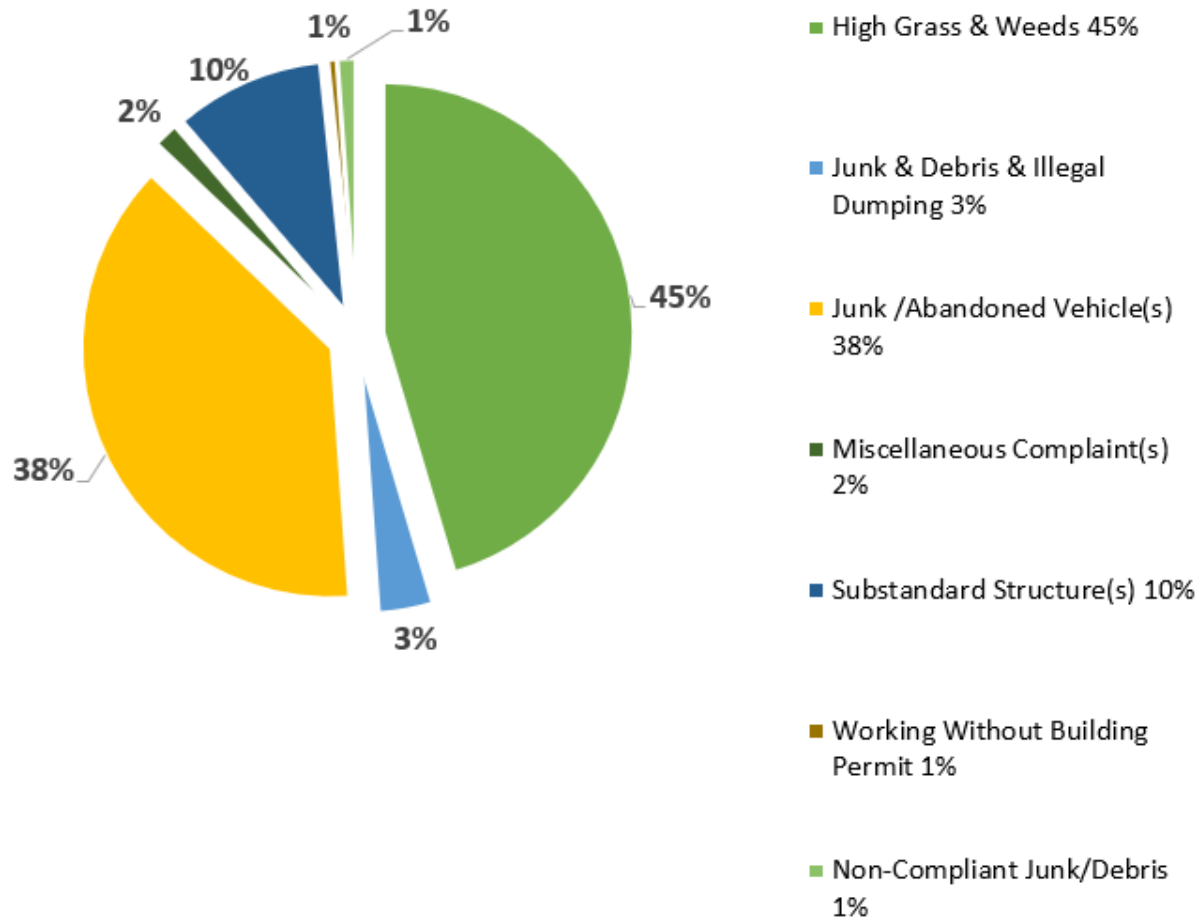
- Completed Projects accounted for 71% of the 1,666
 - 1,182 projects = 82% Increase
 - 211 were completed in 2021
 - 4.5 projects completed per day
 - 8% (134) were still in progress at the end of 2022 compared to 603 at the end of 2021
 - The balance were either Pending, Accepted, Declined, or Cancelled

260 Workdays in 2022

- Sanitation Dept. completed another 491 Projects.
 - Primarily residents leaving junk and trash piles at curbside, but
 - Includes trash dumped on public roadways.
- Total of 1,673 Projects were completed, or
 - 6.4 projects completed per day

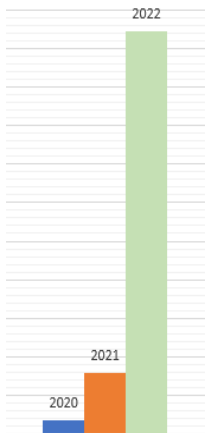


2022 Completed Ticket Types



Subcategory High Grass & Weeds

Status	2020	2021	2022
Completed	18	79	523



High Grass & Weeds
45%

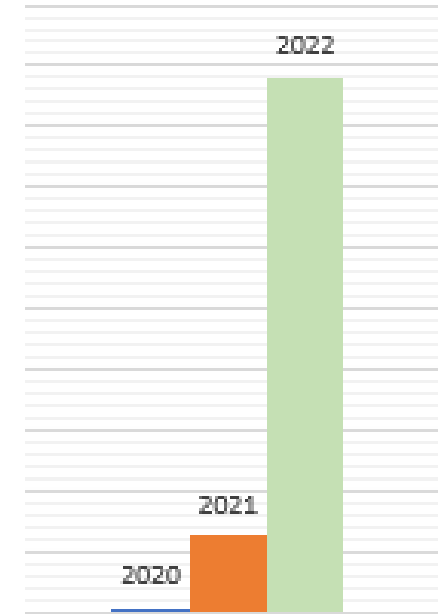




Subcategory

Junk /Abandoned Vehicle(s)

Status	2020	2021	2022
Completed	3	62	441

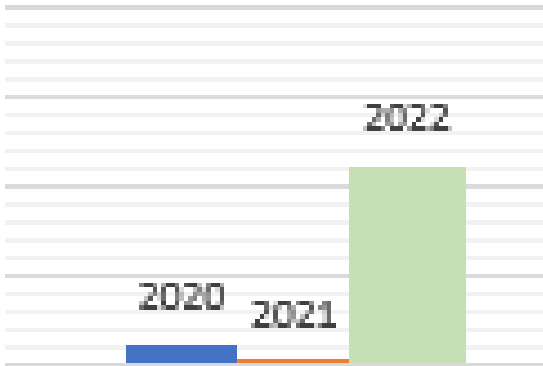


Junk /Abandoned Vehicle(s) 38%

Subcategory

Substandard Structure(s)

Status	2020	2021	2022
Completed	11	1	111



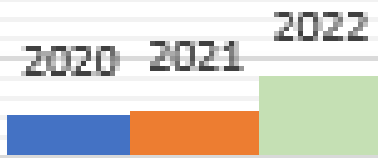
Substandard Structure(s) 10%



Subcategory

Junk & Debris & Illegal Dumping

Status	2020	2021	2022
Completed	21	23	40



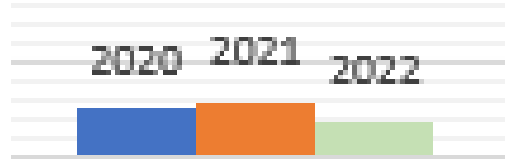
Junk & Debris & Illegal Dumping 3%



Subcategory

Miscellaneous Complaint(s)

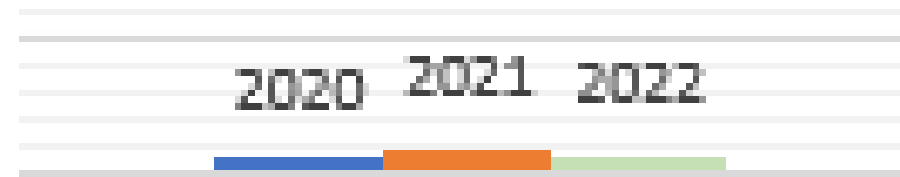
Status	2020	2021	2022
Completed	25	28	18



Miscellaneous Complaint(s) 2%

Subcategory

Working Without Building Permit	Status	2020	2021	2022
	Completed	5	8	6



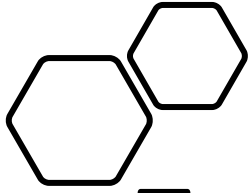
Working Without
Building Permit 1%

Assistance provided to the Sanitation Department (Private Property)

Non-Compliant Junk/Debris	Status	2020	2021	2022
	Completed		10	13



Non-Compliant
Junk/Debris 1%



Task Force Operations

- Revived a procedure from 1990's
 - Specific identified areas with numerous violations
 - 2 areas were completed in 2022
 - 1st – 7 Sq. blocks – 28 Violations
 - 2nd – 10 Sq. blocks – 15 Violations



Operational Projects:

Additionally,

- **Commission approved:**
 - **An amendment to the Emergency Demolition Ordinance.**
 - **An amendment to the Junk/Abandoned Vehicle Ordinance.**
 - **An amendment to the Wrecker Services Ordinance.**
 - **Approved a Junk & Debris contractor.**
 - **Approved Residential Demolition contractors.**
- **Electronically stored & filed 5,090 Certificates of Occupancy**



Operational Projects:

- EDC now has a property maintenance contract
- Texas City Trustee (PIT) properties were identified and categorized for subsequent sale.
 - Industrial Business District
 - Residential Non-IBD Properties



Operational Projects:

- Current Project is identifying and categorizing all City owned property:
 - Developed/Currently in Use
 - Undeveloped property
 - IBD Properties
 - Residential and Commercial non-IBD properties





Newest Program

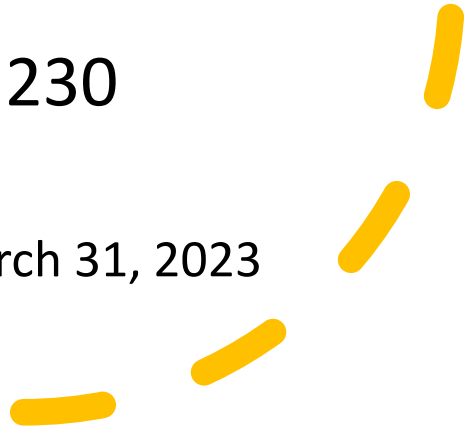


2023 At a Glance

Completed Projects

- High Grass/Weeds – 48
- Junk/Abandoned Vehicles – 21
- Substandard Structures – 21
- Junk & Debris, Private Property – 14
- Miscellaneous Complaints – 0
- Working without a Permit – 0
- Junk & Debris, Public Property – 126
- Total - 230

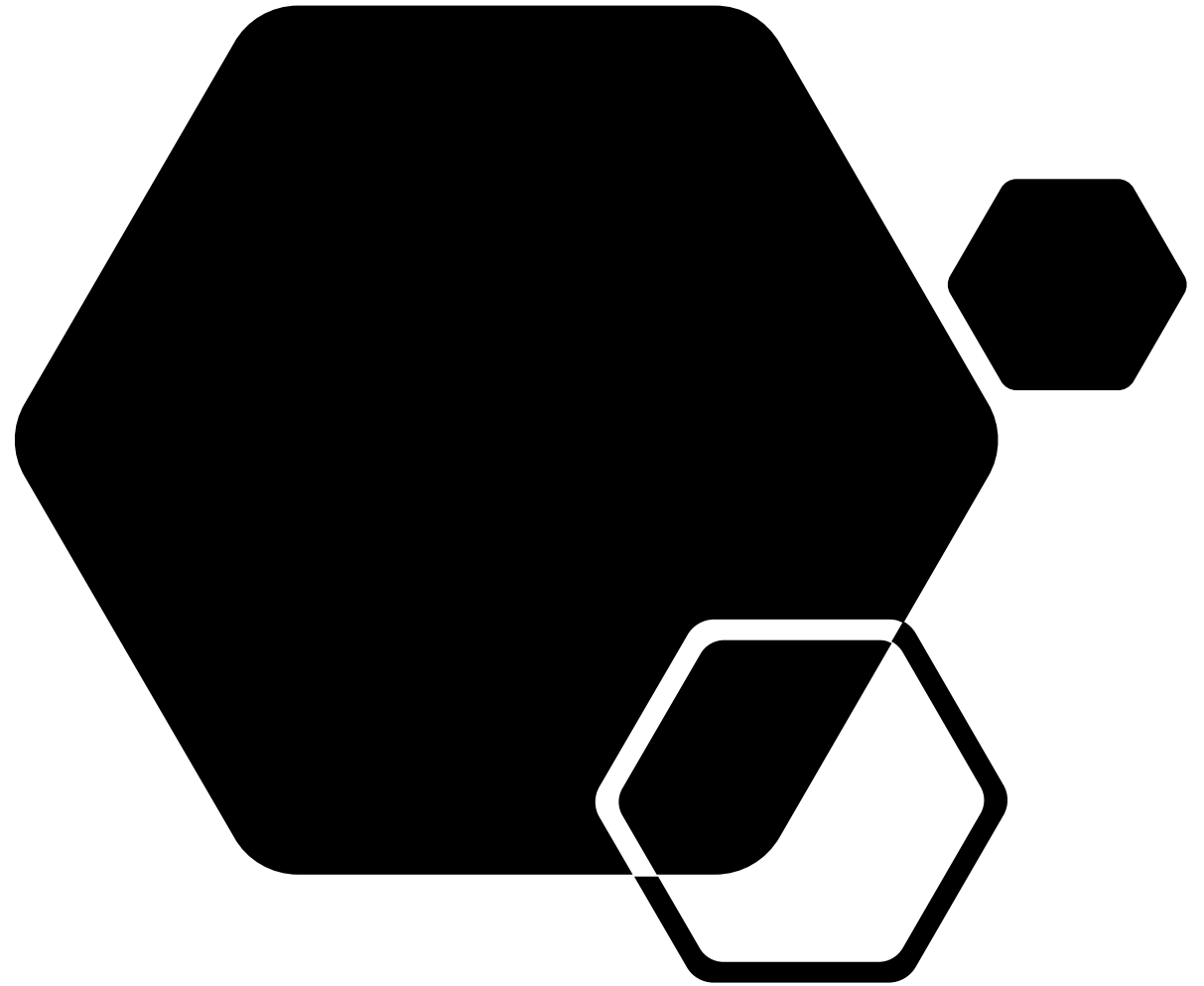
March 31, 2023



Contributing to Program Success

Mayor	City Commission	Legal
EDC	Community Development	Communications
IT	Municipal Court of Record	Police
Fire	Public Works	Sanitation
Management Services	Buildings/Planning	City Engineer
Utilities	Water Dept.	Street & Bridge
Purchasing	Finance	Accounting

Questions?



CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 04/19/2023

Bid No. 2023-424 Palm Tree Replacement

Submitted For: Dennis J Harris, Recreation and Tourism

Submitted By: Kelly Bender, Purchasing

Department: Purchasing

Information

ACTION REQUEST

Consider and take action Resolution No. 2023-047, awarding Bid No. 2023-424 approving the purchase and installation of palm trees at Doyle Convention Center to Verdant Tree Farm and Landscape.

BACKGROUND (Brief Summary)

On March 9th and 16th, 2023 bids were advertised in the local paper for the purchase and installation of 12 palm trees. On March 30th, 2023 at 2:00pm bids were open and read aloud. One bid was received by Verdant Tree Farm and Landscape. Scope of work includes removal of 16 palm stumps and disposal. Planting of (8) 14ft clear trunk and (4) 28ft clear trunk, both are certified Phoenix Dactylifera “Medjool” palms. Warranty will cover 1 year of all replacements, labor, and Equipment cost.

RECOMMENDATION

It is the recommendation of the Recreation & Tourism Department to approve the purchase and installation of palm trees at Doyle Convention Center from Verdant Tree Farm and Landscape in the amount of \$92,650.00. Funds are budgeted in the FY 2022-23 Hotel/Motel Budget.

Fiscal Impact

Attachments

Verdant Bid Packet
Resolution



Verdant
Tree
Farm and
Landscape

Estimate

Verdant tree farm
4300 barker cypress
Houston, TX, Texas 77084
Office Phone: 281-345-6789
patrick@verdanttrefarm.com

Estimate Number: E230323362
Estimate Date: 03/23/2023
Payment Terms: Due On Receipt
Estimate Creation Date: 03/23/2023
Date: 10:47
Estimate Amount: 92,650.00
Created By: Jamison, Marc C

Bill To
Charles T.Doyle Convention Center
2010 5th Ave N.
Texas City, TX 77590
Mobile Phone: 409-502-7380
mcclark@texascitytx.gov

Ship To
Charles T.Doyle Convention Center
Mobile Phone: 409-502-7380
mcclark@texascitytx.gov

Item #	Item Name	Quantity	Unit Price	Taxable	Total
PALM/ MEDJOO TM:21'-30' CT Medjool Palm	21'-30' CT Medjool Palm 28' CT Medjools/ installed + crane	4.00	9,950.00	X	39,800.00
PALM/ MEDJOO TM:13'-16' CT Medjool Palm	13'-16" CT Medjool Palm 14' CT Medjools installed	8.00	5,950.00	X	47,600.00
LABOR- INSTALL:Tree Removal	Tree Removal 12 Stumps included(4 Large Additional Stumps)	4.00	500.00	X	2,000.00
DELIVERY	Delivery	5.00	250.00	X	1,250.00
PALM BRACE KIT	Palm Brace Kit Included in Price	12.00	0.00	X	0.00
MULCH:Fine Grade Sand - Yard	Fine Grade Sand - Yard Soil mix and sand to back fill	1.00	500.00	X	500.00
Equip/Small Tools	Equip/Small Tools Bobcat	1.00	1,500.00		1,500.00

Total Quantity: 35.00

All sales are final. Store credit will be given for any canceled items. If a refund is approved, it will be less a 10 percent administration fee along with any other fees that are applicable (ie crew drive time to a house before canceling order)

*12-Month Freeze Warranty(Begins the day trees are planted.

*The warranty offers one replacement tree 1per hole and is renewable annually for the for the following prices;\$1500.00 for each 14'tree,and 2,00.00 for each 28' Tree. Verdant is

*veteran -Owned and operated. We will require a 2-week lead time for palms to be dug and installed.

*Includes after care maintenance where Verdant will be providing support and education regarding the trees as on site visits after the trees have been planted for 1 year with fertilization as needed.

Verdant is not responsible for any electrical or unforeseen un marked utilities.

*Site protection and clean up included.

VERDANT TREE FARM

As the largest independently owned and operated tree farm in Houston, Verdant specializes in having the best pricing for our residential customers and the largest selection for wholesale landscape partners. We offer installation expertise for our commercial clients. Verdant Tree Farm is the #1 Source of Medjool Palms and Sylvester Palms in Texas! We provide all sizes and type of palms along with expert recommendation and care instructions.

REFERENCES

Reference #1
Brad
New Coast Properties
281-639-0451

Reference #2
Brian
C4 Landscaping
713-208-7172

Reference #3
Mike
Dreamscape
832-250-1394

BID FORM

PROPOSAL IDENTIFICATION:

**Bid # 2023-424
Palm Tree Replacement**

THIS BID IS SUBMITTED TO:

**The City of Texas City
Purchasing Department
1801 – 9th Avenue North
Texas City, TX 77590**

1. The undersigned Contractor proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price(s) indicated in this bid and in accordance with the other terms and conditions of the Bid Documents.
2. Contractor accepts all of the terms and conditions of the Advertisement or Invitation to Bid, Instructions to Bidders, Conditions, and Specifications. This Bid will remain subject to acceptance for sixty (60) days after the day of the bid opening. Contractor will sign and submit the Agreement with the documents required by the bidding requirements within fifteen (15) days after the date of Owner's Notice of Award.
3. In submitting this bid, Contractor represents, as more fully set in forth in the Agreement, that:
 - (a) Contractor has examined copies of the Bidding Documents and of the following Addendum (receipt of which is hereby acknowledged);

Date

Addendum Number

Contractor



Date

3.30.23

Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner affect cost, progress, performance, or furnishing of the Work.

- (b) Contractor has given Owner written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Owner is acceptable to Contractor.
 - (c) This bid is genuine and not made in the interest of or on behalf of any disclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Bid; Contractor has not solicited or induced any person, firm, or corporation to refrain from bidding; and Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor or over the Owner.
4. It is understood that the City reserves the right to reject any and all bids and to waive any informality in bids received.
5. Communications concerning this bid shall be addressed to:

Name: MIKE TURNER

Address: 4300 BARKER CYPRESS HOUSTON, TX. 77084

Telephone: 281 345-6789 off. Fax: N/A
346 205-4206 cell

Contractor  Date 3.30.23

6. The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with another Bidder, and that the contents of this bid as to prices, terms, conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other person engaged in this type of business prior to official opening of this bid.

Fill in applicable information:

A Corporation, chartered in the State of TX, authorized to do business in the State of Texas.

A Partnership, composed of: _____

An Individual, operating under the name of: _____

Respectfully Submitted,

BY:


Signature

MICHAEL TURNER
Typed or Printed Name

VICE PRESIDENT
Position with Company

<u>3.30.23</u> Date	<u>VERDANT TREE FARM</u> Company Name
<u>281 345-6789</u> Phone	<u>4300 BARKER CYPRESS</u> Street Address
<u>346 205-4206 cell</u> Additional Phone	<u>HOUSTON, TX. 77084</u> City/State/Zip
<u>N/A</u> Fax	_____ Mailing Address - if Different from Street Address
<u>Harris</u> County	_____ City/State/Zip



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name VERDANT TREE FARM

Date 3.30.23

By Michael Turner VICE PRESIDENT
Name and Title of Authorized Representative


Signature of Authorized Representative

Non-Collusion Bidding Certificate

Section 103-d of the General Municipal Law requires every bid or proposal made to a political subdivision or any public department agency or official where competitive bidding is required by statute rule, regulation or local law, to contain a Non-Collusion Bidding Certificate in the following form:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

MICHAEL TURNER VERDONT TREE FARM
Legal Name of Person, Firm or Corporation


Authorized Signature

VICE PRESIDENT
Title

RESOLUTION NO. 2023-047

A RESOLUTION APPROVING BID NUMBER 2023-424 AND APPROVING THE PURCHASE AND INSTALLATION OF PALM TREES AT DOYLE CONVENTION CENTER; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was published on March 9, 2023, and March 16, 2023 for Bid No. 2023-424 approving the purchase and installation of palm trees at Doyle Convention Center; and

WHEREAS, bids were opened March 30, 2023, at 2:00 p.m. The low responsible bid meeting all the specifications was received from Verdant Tree Farm and Landscape for the total bid amount of \$92,650.00; and

WHEREAS, the Recreation and Tourism Department recommends that 2023-424 approving the purchase and installation of palm trees at Doyle Convention Center to Verdant Tree Farm and Landscape.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby Bid No. 2023-424 approving the purchase and installation of palm trees at Doyle Convention Center to Verdant Tree Farm and Landscape.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Verdant Tree Farm and Landscape for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes and to approve change orders not to exceed 25.0% of the total contract without taking the matter before the City Commission.

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

PASSED AND ADOPTED this 19th day of April 2023.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 04/19/2023

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Rhomari Leigh, City Secretary

Department: Mayor's Office

Information

ACTION REQUEST

Consider and take action on Resolution No. 2023-048, amending Resolution No. 2023-021 to add language designated by the Office of the Governor to submit an application for the Rifle Resistant Body Armor Grant Program. (Mayor's Office - Grants Administration)

BACKGROUND (Brief Summary)

Resolution: Applications from nonprofit corporations, local units of government, and other political subdivisions must submit a resolution electronically using the 'Upload' function in the eGrants system. The resolution must contain the following:

1. Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG.

***Current resolution does not clearly identify the name of the project (by the Project title or egrants #) for which funding is requested; or written assurances that, in the event of loss or misuse of grant funds, the governing body will return all funds to the OOG.

RECOMMENDATION

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2023-048

A RESOLUTION AMENDING RESOLUTION NO. 2023-021 APPROVING THE SUBMISSION OF A GRANT APPLICATION TO TEXAS OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE FOR THE “RIFLE-RESISTANT BODY ARMOR ACQUISITION,” GRANT/APP 4735101 - FY 2024 ON BEHALF OF THE TEXAS CITY POLICE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas Office of the Governor, Public Safety Office has funding under the “Rifle-Resistant Body Armor Acquisition,” Grant/App 4735101; and

WHEREAS, TCPD will use funds, if awarded, to provide rifle resistant body armor shields and vests to our officers; and

WHEREAS, the City of Texas City, Texas, agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Texas City assures that the funds be returned to the Office of the Governor in full; and

WHEREAS, the City of Texas City, Texas, designates Titilayo Smith, Grant Administrator, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the submission of a grant application to Texas Office of the Governor, Public Safety Office for funding under the “Rifle-Resistant Body Armor Acquisition,” Grant/App 4735101- FY 2024 on behalf of the Texas City Police Department and names Titilayo Smith, Grants Administrator, as the authorized official of the grantee.

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

PASSED AND ADOPTED this 19th day of April 2023.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (d)

Meeting Date: 04/19/2023

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Consider and take action on Resolution No. 2023-049, rejecting all bids for the Natatorium Renovations project. (Public Works)

BACKGROUND (Brief Summary)

On March 23 we received proposals for the Natatorium Renovations project. Please see attached bid tab.

After a review of the bids, it was discovered that the City's Purchasing Policy had not been strictly adhered to. That being the case, I must recommend that these proposals be rejected.

RECOMMENDATION

Fiscal Impact

Attachments

attachment
Resolution



April 14, 2023

Mayor Dedrick Johnson
1801 9th Ave. N.
Texas City, TX 77590

Re: Natatorium Renovations

Mayor Johnson:

On March 23 we received proposals for the Natatorium Renovations project. Please see the attached bid tab.

After review of the bids, it was discovered that the City's Purchasing Policy **had not** been strictly adhered to. That being the case, I must recommend that these proposals be rejected.

I have changed our procedures to keep this from happening again. Letters will be sent to all of the proposers notifying them of the situation. I will be making changes to the project's scope, and it will be rebid in the very near future.

Please let me know if you have any questions.

Sincerely,

Jack Haralson
Director of Public Works
City of Texas City



700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401
 2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

PROPOSAL TAB

NATATORIUM RENOVATIONS
1900 5th Avenue North, City of Texas City, Texas 77590
March 23, 2023 at 2:00 PM

General Contractor Proposer	<u>Base Proposal</u>	<u>Alternate Number 1</u> One 20,000 CFM Temporary Air Handler (6 Months)	<u>Alternate Number 2</u> Two 20,000 CFM Temporary Air Handlers (6 Months)	TOTAL INCLUDING ALTERNATE NO. 1	TOTAL INCLUDING ALTERNATE NO. 2
Tucon, LLC	\$ 1,350,000	\$ 240,000	\$ 300,000	\$ 1,590,000	\$ 1,650,000
Jamail & Smith Construction, LP	\$ 1,410,000	\$ 205,714	\$ 255,429	\$ 1,615,714	\$ 1,665,429
Nash Industries, Inc.	\$ 1,799,000	\$ 282,000	\$ 354,000	\$ 2,081,000	\$ 2,153,000

RESOLUTION NO. 2023-049

A RESOLUTION APPROVING THE REJECTION OF ALL BIDS SUMMITTED FOR BID NO. 2023-XX NATATORIUM RENOVATIONS PROJECT AND AUTHORIZING THE OPTION TO REBID AT A LATER DATE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, bid packets were made available to local area vendors on **date**; and

WHEREAS, bid packets were opened on **date and time**; and

WHEREAS, it is the recommendation of the Texas City Public Works Department that all bids submitted for Bid No. 2023-XX Natatorium Renovations project be rejected and rebid at a later date with revised bid documents.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby rejects all bids submitted for Bid No. 2023-XX Natatorium Renovations project be rejected and rebid at a later date with revised bid documents.

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

PASSED AND ADOPTED this 18th day of April 2023.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 04/19/2023

Consider and take action regarding a replat and variance request for 10625 Hillman Drive, Texas City.

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action regarding denial of a variance request for 10625 Hillman Drive, Texas City.

BACKGROUND (Brief Summary)

The Applicant seeks to subdivide an existing undersized lot (0.952 acre) into smaller lots (0.482 acre and 0.470 acre) for the purpose of selling the open space to a third party who owns adjacent property (5606 David Street) which is also undersized (0.414). The sale transaction will not result in either property being compliant with the requirements of the applicable Texas City ordinances.

Applicant states the buyer of the property is acquiring the property as an extension to the existing backyard space. The area of the proposed sale is landlocked and would be consolidated with the buyer's existing property resulting in a new lot size of 0.882 acres. Applicant's property would be reduced from 0.952 to a remainder of 0.482. Both properties have existing septic systems and the footprint of the existing structures will not change.

Applicant states the existing residential structure at 10625 Hillman is vacant and needs extensive repairs. Applicant has no immediate plans to repair the structure.

All septic permits pre-date current requirements and will not support any expansion or addition to the existing structures. This limitation impacts the property valuation and re-sale potential of the home on an as-is basis.

The property is located within an AE flood zone which will also tend to suppress any increase in property value.

The Planning Board considered the matter at its regular meeting on March 20, 2023. The applicant was present and affirmed the facts regarding the variance. The Planning Board recommended by split vote (3-1-1) APPROVAL of the variance upon finding property owners should be able to use their property however they want if it is not detrimental to nearby properties. Approval of the variance upon such basis would not satisfy the requirements of the ordinance which states: "no variance shall be granted unless the Commission finds:

1. There are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his or her land;
2. The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;
3. The granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area; and
4. The granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this chapter."

Staff recommends denial of the variance upon the following recommended findings: (i) there are no special geographic conditions affecting the land involved; (ii) the variance will not preserve the enjoyment of a substantial property right because although the property can continue to be used as it exists, the existing septic systems will not allow expansion or upgrade of the existing residences; (iii) the variance would be detrimental to the public health by not decreasing the housing density in an area which does not have off site sewer services; and (iv) the replatting into smaller lots would increase the complexity of future lot consolidation required for the eventual replacement and upgrade of the existing septic systems.

RECOMMENDATION

Recommendation from Staff: Staff recommends DENYING the variance because the findings necessary to support a variance cannot be made for the following reasons:

- (i) there are no special geographic conditions affecting the land involved,
- (ii) the variance will not preserve the enjoyment of a substantial property right because although the property can continue to be used as it exists, the existing septic systems will not allow expansion or upgrade of the existing residences,
- (iii) the variance would be detrimental to the public health by no decreasing the housing density in an area which does not have off site sewer services, and
- (iv) the replatting into smaller lots would increase the complexity of future lot consolidation required for the eventual replacement and upgrade of the existing septic systems.

Recommendation from Planning Board (3-1-1): To APPROVE the variance to replat the properties between the two owners, realizing it does not affect any of the perimeter properties, and it does not overall change the fact that both owners are underneath the 2 acre minimum limit.

Fiscal Impact

Attachments

Staff Memo for 10625 Hillman Dr
10625 Hillman Dr - Surveys
10625 Hillman Dr - Application & Narrative
10625 Hillman Dr - Aerial View
Minutes
Ordinance

CITY OF TEXAS CITY, TEXAS


ENGINEERING & PLANNING DEPARTMENT • OFFICE (409) 643-5936



Mayor:
Dedrick Johnson

Commissioners:
Thelma Bowie
Abel Garza Jr.
DeAndre' Knoxson
Felix Herrera
Dorthea Jones Pointer
Jami Clark

To: Planning Board

From: Kim Golden, Engineering & Planning 

cc: Doug Kneupper, P.E., Casey Bennett, CBO

Date: March 6, 2023

Re: 10625 Hillman Dr - Request for variance to allow construction of a new single-family residence on less than 2 acres.

Background - The Applicant seeks to subdivide an existing undersized lot (0.952 acre) into smaller lots (0.482 acre and 0.470 acre) for the purpose of sale to a third party who owns adjacent property (5606 David Street) which is also undersized (0.414). The sale transaction will not result in either property being compliant with the requirements of the applicable Texas City ordinances.

Applicant states the buyer of the property is acquiring the property as an extension to the existing backyard space. The area of the proposed sale is landlocked and would be consolidated with the buyer's existing property resulting in a new lot size of 0.882 acres. Applicant's property would be reduced from 0.952 to a remainder of 0.482. Both properties have existing septic systems and the footprint of the existing structures will not change.

Applicant states the existing residential structure at 10625 Hillman is vacant and needs extensive repairs. Applicant has no immediate plans to repair the structure.

All septic permits will pre-date current requirements and will not support any expansion or addition to the existing structures. This limitation impacts the property valuation and re-sale potential of the home on an as-is basis.

The property is located within an AE flood zone which will also tend to suppress any increase in property value.

Intended use or purpose: Consolidation with an adjacent property to increase the back yard space.

"QPS – Quality Public Service"

Other considerations in the area: Applicant notes that most of the surrounding properties in the neighborhood are less than two acres and have existing septic systems. However, the ownership of the adjacent non-compliant properties is relevant. The prospective buyer owns four of the five adjacent non-compliant properties (5606 David St. 0.41ac, 5610 David St.- 0.41ac, 5606 David St. – 0.41ac, 5506 David St.- 0.21ac.). Additionally, the property adjacent on the northern boundary of applicant's property appears to be a family member based upon the name (Wilson & Renee Hillman). That adjacent tract is 1.67ac which is also non-compliant with city standards.

Applicant's examples of existing exceptions to the 2-acre minimum: Applicant is correct, there are multiple examples of undersized lots which probably pre-date the annexation of the area into Texas City. However, there are no examples of recent exceptions to the 2 acre/200 ft minimums in the areas adjacent to the subject location.

Applicable Ordinances: This matter comes to the Planning Board for two reasons.

First, applicant requested approval of a replat of the property as an administrative minor plat which the City Engineer denied because it created a new non-complaint small lot. The new lot is non-compliant because the property does not have access to off-site sanitary sewer service which triggers the minimum lot size requirements of Section 159.050. The ordinance requires a minimum of 2 acres at least 200 ft wide for residential lots.

The recommendation to deny minor plats is referred to the Planning Board in accordance with 159.027(B)(4).

Second, upon learning of the minimum lot size requirement, the property owner applied for a variance. Per Texas City ordinance, the sole variance procedure specific to lots without access to sanitary service is by the City Commission which has the authority for granting variances to the minimum lot size requirement, following review and written recommendation from the Planning Board. Sec 159.050 (F)(3)(a)-(d). The City Commission may authorize a variance from the two-acre or 200-foot width requirements for on-site sanitary sewer facilities when, in its opinion, undue hardship will result from requiring strict compliance. In granting a variance, the Commission shall prescribe only conditions that it deems necessary or desirable to protect the public interest. Sec 159.050 (F)(3)(a).

In making the findings required regarding the variance, the Commission shall take into account the nature of the proposed use of the land involved, existing uses of land in the vicinity, the number of persons who will reside at the proposed location, and the probable effect of the variance upon the public health, safety, convenience and welfare in the vicinity. Sec 159.050(F)(3)(b).

The ordinance states "no variance shall be granted unless the Commission finds:

1. There are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his or her land;
2. The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;
3. The granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area; and
4. The granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this chapter."

Role of the Planning Board – Although most site specific variances are referred through the Board of Adjustments, the Texas City Code of Ordinances clearly carves out the particular variance from the 2 acre and 200 ft width minimums for lots with on-site sanitary sewer to the City Commission for specific consideration and decision. However, the ordinance does not leave the decision to the unfettered discretion of the Commission. Rather, the Ordinance enumerates four specific findings which must be made to support the granting of a variance. To assist the Commission with these findings, the Ordinance also directs the Planning Board to review and make written recommendation to the City Commission concerning such variance.

The role of the Planning Board is to review all of the information provided by the applicant and by staff in the context of the specific findings which must be established to support the granting or denial of a variance. The Planning Board is required to make written recommendation to the City Commission regarding the variance request.

As with referrals to City Commission from the Zoning Commission, the Planning Board may recommend approval, approval with conditions, or recommend denial of the variance request. The recommendation must be in writing.

Staff analysis: The entirety of applicant's submittals are presented to the Planning Board for review. A copy of the complete ordinance relating to the lot size minimums and the variance procedure has also been provided.

The issue before the board is typical of the suburbanizing of a formerly rural area. The existing conditions do not comply with either city or county standards.

Also, the City Commission has been very consistent in upholding the required minimums whenever it is presented with a variance request.

Analysis of the required findings:

1. *There are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his or her land;* There are no special geographic features or conditions affecting the land. The conditions are typical for the suburbanizing of land which was previously rural. The irregular and undersized lots result from the unregulated replatting of partial lots and tracts from the San Leon Farm Home Tracts, and the Franks Subdivision which created lots of 25ft widths.
2. *The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant.* The property can continue to be used exactly as it exists without being subdivided into smaller lots. However, there are restrictions on the use of the property related to the existing septic systems. Any expansion, addition or replacement of the existing structures will trigger the requirement for a new system. New aerobic systems require a minimum of two acres, new anaerobic systems require 5 acres or more. These limitations are unrelated to the granting or denial of the variance.
3. *The granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area;* Because the property does not have access to off-site sewer services, the subdividing into smaller lots does have a detrimental effect on the public health by making the future replacement of the existing septic system with a compliant system more difficult. This increases the likelihood that properties will deteriorate, and septic systems will not be replaced, resulting in a detriment to the public health.
4. *The granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this chapter."* Because the property does not have access to offsite sewer services, the existing septic systems will have to be replaced at the end of service life. Current regulations will not allow the replacement of the existing septic systems with like kind, but will require an upgrade to either aerobic or anaerobic systems. Aerobic systems require two acres, anaerobic systems require more than 5 acres. Allowing the variance to create smaller lots complicates the eventual lot consolidation which will be necessary for continued on-site sewer service.

For the reasons stated above, the findings required to approve the variance cannot be made. Approval of the variance to allow replating to reduce the size of an already undersized lot is NOT recommended. Staff presents the following recommendation to be made to the City Commission:

Written Recommendation from the Planning Board. The Planning Board does NOT recommend the variance because the findings necessary to support a variance cannot be made for the following reasons:

- (i) **there are no special geographic conditions affecting the land involved,**
- (ii) **the variance will not preserve the enjoyment of a substantial property right because although the property can continue to be used as it exists, the existing septic systems will not allow expansion or upgrade of the existing residences,**
- (iii) **the variance would be detrimental to the public health by increasing the housing density in an area which does not have off site sewer services, and**
- (iv) **the replating into smaller lots would increase the complexity of future lot consolidation required for the eventual replacement and upgrade of the existing septic systems.**

§ 159.050 LOTS.

(A) *Adequate provisions.* Lots shall be designed in a manner to provide adequate width, depth and shape to provide open area, to eliminate overcrowding, and to be appropriate for the type of development and use contemplated, and in accordance with the zoning ordinance.

(B) *Minimum area and dimensions.* Every lot shall meet the minimum area and dimension standards as set forth in the zoning ordinance for the district in which the lot is located. The Planning Board shall have the authority to recommend and the City Commission shall have the authority to approve a subdivision plat where lots have area, dimensions or setbacks greater than the minimum standards set forth in Ch. 160 of this chapter.

(C) *Extra depth and width in certain cases.* Where a lot in a residential area backs up to a railroad right-of-way, a drainage easement, high voltage electric transmission line, high-pressure gasoline, oil or gas line, an arterial street, an industrial area or other land use which has a depreciating effect on the residential use of the property, and where no marginal access street other street, or substantial buffer is provided at the rear of the lot, additional depth shall be required in the amount determined by the Planning Board. Where a lot sides to any of the uses mentioned in this subsection, additional width shall be required by the Planning Board.

(D) *Street frontage.*

(1) Every lot shall have frontage on, and access to, a public street. However, where existing conditions make it impractical for one or more lots to have frontage on a public street or where in-fill development can be accommodated, the City Commission may authorize a flag lot configuration.

(2) The minimum width of the flag lot shall be 60 feet. The main structure of the flag lot shall be served by a paved drive of sufficient width and appropriate design so as not to deter access by emergency vehicles or any other public services.

(3) The main structure served by a flag lot shall contain a sprinkler system or other fire suppression system as approved by the Fire Marshal or designee.

(E) *Non-conforming single family lots.* Where a lot, served by sanitary sewer service has less area than provided for in this chapter or required by the zoning ordinance and was in separate ownership at the time of the passage of the original zoning ordinance, dated 1-26-1946, this section shall not prohibit the erection of a single-family dwelling.

(F) *Lots without access to sanitary sewer service.*

(1) Where off-lot sanitary sewer service is not required, and is not provided, residential lots shall have an area of at least two acres, and shall be at least 200 feet wide. The minimum width shall be measured at the front building line.

(2) All on-site sanitary sewer facilities shall be approved by the County Health District.

(3) The following is the sole variance procedure specific to lots without access to sanitary sewer service.

(a) The City Commission may authorize a variance from the two-acre or 200-foot width requirements for on-site sanitary sewer facilities when, in its opinion, undue hardship will result from requiring strict compliance. In granting a variance, the Commission shall prescribe only conditions that it deems necessary or desirable to protect the public interest.

(b) In making the findings required in this section, the Commission shall take into account the nature of the proposed use of the land involved, existing uses of land in the vicinity, the number of persons who will reside at the proposed location, and the probable effect of the variance upon the public health, safety, convenience and welfare in the vicinity.

(c) The Planning Board shall first review the request for a variance and make a written recommendation to the City Commission.

(d) No variance shall be granted unless the Commission finds:

1. There are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his or her land;

2. The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;

3. The granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area; and

4. The granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this chapter.

(e) In consideration of a variance, the Commission shall also be provided the following evidence and information:

1. The County Health District has approved the on-site sanitary sewer facilities;

2. The applicant agrees that if platting is required by state law or city ordinance, any granting of a variance is conditional on the property being platted, approved by the city and recorded in the County Deed Records;

3. The applicant has paid all property taxes; and if

4. The property is in excess of one acre of undeveloped land area, excluding water bodies (ponds, lakes, streams and the like); and, one of the following guidelines applies:

a. The subject property perimeter is bounded by undevelopable property which if it were combined with the subject property would cause it to exceed the minimum size requirement above. Undevelopable property includes natural bodies of water, highway, railway or other right-of-way, or other characteristics of the land that substantially prevent the property from being developed by any property owner; or

b. Other factors (other than economic hardship) exist that would prohibit the applicant from purchasing enough additional property to meet the requirements of this section.

(f) The findings of the City Commission, together with the specific facts upon which the findings are based, shall be incorporated into the official minutes of the Commission meeting at which the variance is granted.

(g) Variances may be granted only when in harmony with the general purpose and intent of the city code, so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the subdivider, standing alone, shall not be deemed to constitute undue hardship.

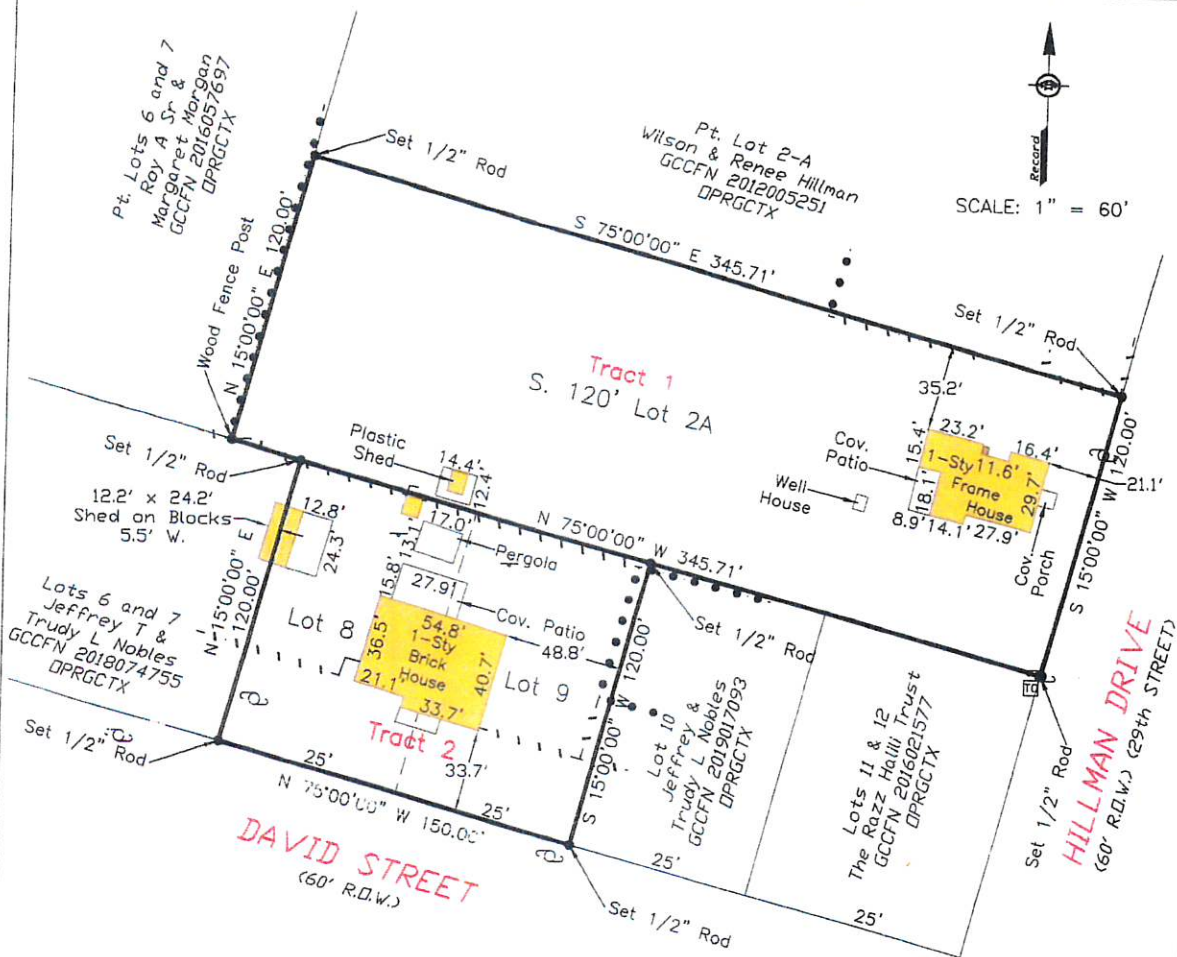
(Ord. 08-29, passed 10-21-2009)

CURRENT

TLS Job No 21-0753

10625 Hillman Drive & 5605 David Street
Texas City, TX. 77539

Survey Date: September 16, 2021



Tract 1

Survey of the South 120 feet of Lot 2-A, in Block 97, SAN LEON FARM HOME TRACTS, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 238, Page 27 in the Office of the County Clerk of Galveston County, Texas.

Tract 2

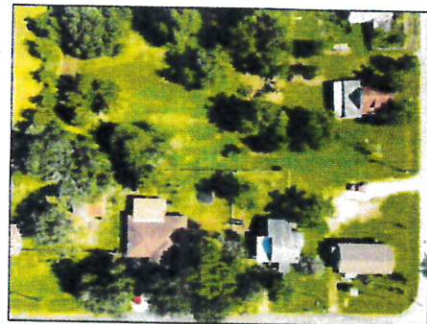
Survey of Lots Eight (8) and Nine (9), of FRANK'S SUBDIVISION, a subdivision of Tracts 3, 3A and 4A of Block 97 of San Leon Farm Home Tracts in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 50 and transferred to Plat Record 7, Map No. 24 in the Office of the County Clerk of Galveston County, Texas.

Brene Addison

Brene Addison
Registered Professional
Land Surveyor No. 6598



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



NOTES:

- 1) This property is subject to the zoning ordinances and/or the building regulations of the City of Texas City.
- 2) This property lies within Zone AE (EL 15 & 16) as established by the FEMA Flood Insurance Rate Map No. 48167C0225G, dated August 15, 2019.
- 3) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA and/or the local power company.
- 4) Bearings are based on the monumentation of the North right-of-way line of David Street.

Surveyed without the benefit of a title commitment. This property may be subject to matters of record not shown hereon that might be revealed by title report or title commitment.

Legend:

- • • Overhead Power
- • • Chain Link Fence
- - - Wood Fence
- Concrete
- ⊕ Power Pole
- ⊞ Telecomm. Box
- Flagpole
- ⊞ Septic Lid (Typ.)

TRICON LAND SURVEYING LLC
 Mailing: 6341 Stewart Rd. #251
 Physical: 2011 59th Street
 Galveston, TX 77551
 409-497-2772
 TriconLandSurveying.com
 T.B.P.E.L.S. Firm No. 10194309

Drafting: LP

Parcel ID: 153534

Surveyed for: Mary Smith

PROPOSED

That, Mary Smith, Jeffrey T. Nobles and Trudy Nobles, acting herein by and through its duly authorized officers, do hereby adopt this plat designating the herein above described property as HILLMAN-NOBLES ESTATES, an addition to the City of Texas City, Texas and do hereby dedicate, in fee simple, to the public use forever, the streets, alley, and public use areas, shown hereon, and does hereby dedicate the easements shown on the plat use the purposes indicated to the public use forever, said dedications being free and clear of all liens and encumbrances except as shown herein. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to a particular utility or utilities, said use by the public utilities being subordinate to the public's and City of Texas City's use thereof. The City of Texas City and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easements. The City of Texas City and any public utility shall at all times have the right of ingress and egress to and from and upon any said easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

Mary Smith, Jeffrey T. Nobles and Trudy Nobles, do hereby bind themselves, their successors and assigns to forever warrant and defend all and singular the above described streets, alleys, easements and rights unto the public against every person whomsoever lawfully claiming or to claim the same or any part thereof. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Texas City.

WITNESS MY HAND THIS _____ DAY OF _____, 2021.

Jeffrey T. Nobles

Trudy Nobles

Mary Smith

To the best of my knowledge, there are no liens against this property.

Jeffrey T. Nobles

Trudy Nobles

Mary Smith

THE STATE OF TEXAS {}
COUNTY OF GALVESTON {} KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, the undersigned authority, on this day personally appeared Mary Smith, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein and herein set forth.

WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

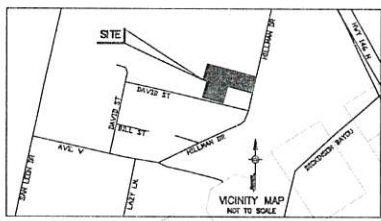
Notary Public for the State of _____
My Commission Expires _____

THE STATE OF TEXAS {}
COUNTY OF GALVESTON {} KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, the undersigned authority, on this day personally appeared Jeffrey T. Noble and Trudy Nobles, known to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein and herein set forth.

WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

Notary Public for the State of _____
My Commission Expires _____



- NOTES:
- 1) This property is subject to the building and zoning ordinances of the City of Texas City.
 - 2) This property lies within Zone AE (EL 15 & 16) as established by the FEMA Flood Insurance Rate Map No. 48167C0225G, Dated August 15, 2019.
 - 3) This property lies within the incorporated boundaries of the City of Texas City.
 - 4) This property is subject to any restrictions of record.
 - 5) All utilities shall be relocated as needed to avoid crossing platted property lines.
 - 6) Selling a portion of any lot within this addition by metes and bounds is a violation of state law and city ordinance and is subject to fines and withholding of utilities and building permits.
 7. Bearings are based on the found monumentation of the North right-of-way line of David Street

On this _____ day of _____, 2021, this administrative minor replat was approved by the City Engineer of the City of Texas City.

City Engineer of the City of Texas City

THE STATE OF TEXAS {}
COUNTY OF GALVESTON {} KNOW ALL MEN BY THESE PRESENTS

I, Dwight D. Sullivan, County Clerk, Galveston County Texas, do hereby certify that the written instrument was filed for record in my office on _____, 2021, at _____ O'clock, _____m, and duly recorded on _____, 2021, at _____ O'clock, _____m, Instrument # _____, Galveston County records.

Witness my hand and seal of office, at Galveston, Texas, the day and date as above written

Dwight D. Sullivan, County Clerk
Galveston County, Texas

By _____ Deputy

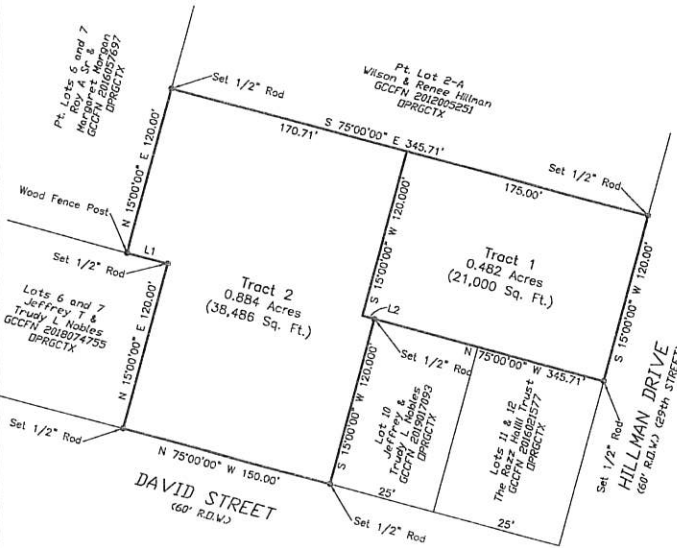
HILLMAN-NOBLES ESTATES

A REPLAT OF PART OF LOT 2-A, BLOCK 97
SAN LEON FARM HOME TRACTS
VOL. 238, PAGE 27 &
LOTS 8 AND 9 OF
FRANKS SUBDIVISION
PLAT RECORD 7, MAP NUMBER 24
TEXAS CITY, GALVESTON
COUNTY, TEXAS

2 LOTS — 1.366 ACRES
October 14, 2021

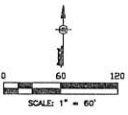
Owner:
Lots 8 & 9
Jeffrey T. Nobles, and Trudy
Nobles
Pt. Lot 2A
Hillman Girls Properties, LLC,
Mary Smith, Managing Member

Surveyor: Brene Addison
Registered Professional
Land Surveyor No. 6598



AREA TABLE	
Sq. Ft.	Acre
Tract 1	21,000 0.482
Tract 2	38,486 0.884

LINE TABLE	
LINE	BEARING DISTANCE
L1	N 75°00'00" W 129.31'
L2	S 75°00'00" E 18.60'



PROPERTY DESCRIPTION:

Being the South 120 feet of Lot 2-A, in Block 97, SAN LEON FARM HOME TRACTS, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 238, Page 27 in the Office of the County Clerk of Galveston County, Texas, and also being Lots Eight (8) and Nine (9), of FRANK'S SUBDIVISION, a subdivision of Tracts 3, 3A and 4A of Block 97 of San Leon Farm Home Tracts in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 50 and transferred to Plat Record 7, Map No. 24 in the Office of the County Clerk of Galveston County, Texas.

This is to certify that I, Brene Addison, a Registered Professional Land Surveyor for the State of Texas, have plotted the above and foregoing subdivision and replat from an actual survey on the ground and under my direction and that all corners have been, or will be, properly monumented.

Brene Addison
Registered Professional
Land Surveyor No. 6598



**TRICON
LAND
SURVEYING, LLC**
Mailing: 6341 Stewart Rd. #251
Physical: 2011 59th Street
Galveston, TX 77551
409-497-2772
TriconLandSurveying.com
T.B.P.L.S. Firm No. 10194309
TLS 21-0753



Texas City
EST. 1911

CITY OF TEXAS CITY

Building Inspections
7800 Emmett F. Lowry Expy
Texas City, Texas 77591
409.643.5946

BOARD OF ADJUSTMENT VARIANCE OR APPEAL
APPLICATION

APPLICANT & OWNER INFORMATION

Name of Applicant: MARY SMITH
(print or type)

Signature: [Signature] Company: HILLMAN GIRLS PROPERTIES LLC

Address: 5516 HILLMAN DR

City: DICKINSON State: TX Zip: 77539

E-mail: hillmanseafood@hotmail Ph: 281-682-5410 Fax: _____

Name of Property Owner: MARY SMITH
(print or type)

Signature: [Signature] Company: HILLMAN GIRLS PROPERTIES LLC

Address: 5516 HILLMAN DR

City: DICKINSON State: TX Zip: 77539

E-mail: hillmanseafood@hotmail Ph: 281-682-5410 Fax: _____

(The property owner may submit a notarized letter of authorization in lieu of a signed application)

SUBJECT SITE INFORMATION

Address of Subject Property: 10625 HILLMAN DR, TEXAS CITY, TX

Legal Description (Lot, Block & Subdivision or Abstract):

ABST 10 EDWARDS LOT 2-A BLOCK 97 SAN LEON Fm HM TRS

Existing Use of the Property: (residential, commercial, vacant, etc.)

RESIDENTIAL

Note to Applicant: Please complete the attached Required Information form

For Department Use Only

Date Received: 4/22/22 Fee Paid: \$ 100.00 yes no

Accepted by: [Signature]

CITY OF TEXAS CITY



Building Inspections
7800 Emmett F. Lowry Expy
Texas City, Texas 77591
409.643.5946

BOARD OF ADJUSTMENT VARIANCE OR APPEAL
REQUIRED INFORMATION
(ATTACH TO BOARD OF ADJUSTMENT APPLICATION)

REQUIRED INFORMATION

Please answer the following questions as completely as possible. Failure to outline fully the situation by answering these questions could cause unnecessary delay in processing this application. Additional pages may be attached if necessary.

Name: MARY SMITH (print or type)

Address: 5516 HILLMAN DR

1. Have you applied for a building permit? Yes No

2. Have you filed an appeal or variance on this property before? Yes No

3. Completely describe the variance you are requesting:
SEE ATTACHED #3

4. Please give the reason for the hardship and justification for the variance:
SEE ATTACHED #4

5. Do similar conditions exist in the area? Is so, please explain:
YES - MOST OF THE PROPERTIES IN THE NEIGHBORHOOD ARE LESS THAN 2 ACRES WITH EXISTING SEPTIC SYSTEMS

6. Please submit reproducible drawings and photos to support the application.

7. Filing Fee: \$100.00

3. We are requesting a variance for 10625 Hillman Dr, Texas City, TX. The property needs much repair and is currently vacant. Mr. Nobles owns 5606 David Street, which is adjacent to the back of 10625 Hillman Dr. (see attached surveys). Mr. Noble is requesting to purchase .470 acres of 10625 Hillman Dr. (.952 acres), leaving .482 in the original property. Both properties have existing septic systems, and the footprint of the properties will not change.

4. Our hardship is concerning the city ordinance 159.050, which was referenced during our first discussions with planning personnel. It requires two-acres to build on in our area to install a septic system. Our issue is that most of the homes were built in the 1950's and 1960's and already have septic systems on the properties, including the ones we wish to replat. These homes have been grandfathered for many years and should not fall under the current ordinance because the septic systems are already in place. This ordinance was passed in Oct 2009.

Mr. Nobles simply wants to extend his back yard space. Hillman Girls Properties (owners) have no intention of repairing the 10625 Hillman Dr. property at this time.



P3 Home
Elevation Houston...

Boat Ramp

Hillman Marine
Marine supply store

Hillman Shrimp & Oyster

CHOPPED SMOKERS
Grill store

Hillman's Seafood
& Fish House

146

146

146

N Hwy 146

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n Bayou

PLANNING BOARD MINUTES MARCH 20, 2023

The Planning Board of the City of Texas City met in a regular meeting on Monday, March 20, 2023 at 5:00 p.m. Planning Board members present: Chairman Dickey Campbell, Co-Chairman Perry O'Brien, Commissioner Jami Clark, Commissioner Thelma Bowie and Alternate Member Jose Boix. Staff members present were: Kimberly Golden, Veronica Carreon, Casey Bennett (Chief Building Official), David Kinchen (Deputy Building Official), Kristin Edwards (Economic Development), Jon Branson (Management Services), and Michele McCoy (Inspections). Guests were: Mary Smith, Sybil Glendye, Jeff Nobles, Bryan Smith, Richard Taylor, Melissa Duarte, Don Pursley, Merri Joyas, and Casey Barnes.

Chairman Dickey Campbell indicated a quorum was present and called the meeting to order.

ITEM NO. 1 APPROVAL OF MINUTES

A motion to approve the minutes of March 6, 2023, 2023, was made by Commissioner Jami Clark/Jose Boix. All other members present voted aye.

ITEM NO. 2 PUBLIC COMMENTS - Chairman Campbell noted there were no requests from the public to provide comments.

ITEM NO. 3 Consider and take action regarding denial of a replat and variance request for 10625 Hillman Drive.

Ms. Kimberly Golden stated this item was being presented to the Board for 2 reasons – first as a replat, if the City Engineer does not recommend it being approved it has to come before the Planning Board to confirm the denial. The reason it is being denied is because the area does not have access to municipal sewer (no off-site sewer), it has on-site sewer. City Ordinance 159.050 requires that lots be at least 2 acres, with a 200' frontage, when this is the situation. This replat is creating a non-compliant lot, which is why it was denied.

When the Applicant was made aware of that requirement, they moved forward and applied for the variance to that requirement, which also comes to the Planning Board to make recommendation to the City Commission about that variance request. City Commission can then act upon the Planning Board's recommendation.

Ms. Golden then indicated on the exhibit the existing situation of the Applicant's lot, which is approximately 0.952 acres, and the neighbor's existing lot. What the Applicant wants to do is cut their lot, which would make it smaller, and take that cut piece and add it to the neighbor's lot to make it bigger. But in doing this, it would still make two small lots that are too small per Texas City Ordinances.

Chairman Dickey Campbell then asked the Applicant, Ms. Mary Smith if she would like to speak. Ms. Smith stated she did not know if everyone was familiar with the area, but houses were built beginning in the 1930's. There was not a 2-acre ordinance back then and now there are a lot of properties that are on septic – some having traditional sewer

systems and some having the aerobic systems. There are approximately 50 houses in the area in about a 200-acre space and maybe 14 houses are on 2 acres. She stated that they have been "grandfathered" in for a lot of years and all she wants to do is separate one piece of property and add it to another. Tract 2 does have an aerobic system on it and Tract 1 has the traditional septic system. Nothing will be built on the back piece of property that is being replatted. Her neighbor, Mr. Jeff Nobles, is in attendance with her and he just wishes to have just a little larger property than what he currently has. The lot in the back is empty and nobody can get to it because it is landlocked. Because of the existing small lots, there is nothing that they can do to make it a 2-acre lot.

Ms. Smith then handed out some exhibits she brought for the board members to view and indicated that the first two pages show the current and proposed plats. The third page indicates the acreage of each property in the area and the properties that have aerobic systems. She stated that she is being told that she has to install an aerobic system to have 2 acres, but there are pieces of property on the pages she distributed that only have 1/5 of an acre and are able to install aerobic systems on them. With this 2-acre ordinance it is hard to comply without restrictions.

Chairman Campbell then asked her to state again that an aerobic system could be installed on what size lot. Ms. Smith replied there is one house in the area that has an aerobic system on a lot that is 0.19 acres. Ms. Smith stated that this aerobic system was installed after the current ordinance was in place. Chairman Campbell stated that the County would not approve that now because they require a 1-acre minimum. Ms. Smith then stated that the house was existing and was Chairman Campbell telling her that she could not put in an aerobic system on a piece of property. Chairman Campbell replied that it is not the city that requires a 1-acre minimum, it is the County's requirement for a septic system. He verified this with the County prior to today's meeting.

Ms. Smith asked if someone that doesn't have an aerobic system but has a traditional sewer system can never put an aerobic system on their property. Chairman Campbell stated that he did not know the answer to her question because it does not fall under City requirements – it is a county requirement. The County issues permits for septic systems.

Ms. Smith stated she is trying to understand why the properties can't be split and make the back part more usable by the property owner that is in front of it.

Co-Chairman Perry O'Brien stated he did not know the answer to the septic system requirements. His understanding is the issue at hand is there are two agreeable parties that just want to swap land – this is what he sees on paper and stated this is what can be discussed. He reiterated that he could not help with the septic system issue.

Co-Chairman O'Brien then asked if the purpose of the land swap was to enjoy a larger backyard by one owner versus the other, to which Ms. Smith replied yes. Ms. Smith then added that she and her sisters own Tract 1 as it is now, and Mr. Nobles just wants to purchase the back part of their lot. There is a house on Tract 1, that has never been repaired since Hurricane Ike. The house was built approximately in the 1940's and was inherited from their mother. The house is in a bad condition and pretty much ready to be torn down, but because of lack of funds they have not been able to do so.

Co-Chairman O'Brien asked if the house has a septic system, to which Ms. Smith replied it has a traditional septic system. He asked if she had any plans to develop on the property, to which she stated they have no plans to do so.

Co-Chairman O'Brien stated that his personal feeling is that landowners should be able to do what they want with their property, and he has no problem with the land swap. He asked Ms. Smith if it would affect any other homeowner to which she replied no. He stated that he was prepared to make a motion but did not know if he would get a second.

Chairman Campbell stated that he understands that either they decide whether to ratify Ms. Golden's denial or not, the variance will be sent to City Commission with a recommendation and the Commission will make the final approval or denial, to which Ms. Golden stated yes.

Ms. Golden stated even if the Board ratified her denial because it complied with the ordinance as written, the Planning Board decision would remain in suspension until the variance moves forward to the City Commission for the City Commission's final decision.

Mr. Jose Boix then asked what the 2-acre issue is because he wants to stay consistent and not establish a precedence. Ms. Golden replied that Texas City has established an ordinance that states where property does not have access to municipal service (on-site sewer) the lot has to be a minimum of 2 acres and a minimum of 200' wide. This requirement is triggered by this matter because the lots do not have off-site sewer. Therefore, she could not approve the replat, which makes the lots even smaller. Therefore, Ms. Smith is applying for the variance to the City Commission – to allow the subdividing that is not in compliance. Agree or disagree with the 2-acre minimum, that is Texas City's Ordinance.

Ms. Smith stated that ordinance is for a new build, and these are existing properties. Ms. Golden replied the ordinance applies to subdividing of property. Ms. Smith advised both properties already have existing septic systems.

Chairman Campbell stated if the Board were to approve this, he does not see this as establishing a big precedence for any new development or property because this is a piece that was existing at the time Texas City annexed it. Commissioner Jami Clark stated she agreed with Chairman Campbell.

Mr. Boix stated when you look at how the land splits, nothing is different.

Chairman Campbell stated he knows there are no plans to do anything with the house that is on Tract 1 but asked if there could be problems with obtaining a Certificate of Occupancy for that house later on if it is put on a much smaller footprint and has a septic system. He does not have an answer for a question like this but stated to Ms. Smith that they should be prepared for that – that no occupancy would be given for that house. Ms. Smith stated she understood this.

Mr. Boix asked if it was zoned for residential use, to which Ms. Smith stated yes. Chairman Campbell added that they would still have to have a Certificate of Occupancy because it is in disrepair. Ms. Golden added she was not sure that they could get a building permit now even without the subdividing because the lot as it exists does not meet the minimum requirements.

Chairman Campbell stated he was just thinking of things that Ms. Smith might face later. Mr. Boix then asked if he heard correctly that the Applicant could not get a permit to build a new home because the property is less than 2 acres. Chairman Campbell replied if they were to pull a permit for renovations they would not be able to get that either. Mr. Boix asked what if they wanted to sell to someone and they want to build a house. Chairman Campbell stated they could very well have problems.

Co-Chairman O'Brien stated that he thought it could be similar to the zoning situations that they have had before when repairs can't be made after a certain deterioration of area and now it can't be repaired beyond 50% of the damage.

Ms. Golden stated that City Commission has been very consistent in abiding by the 2-acre minimum requirement. The last time they were presented with a situation that required following the ordinance, they voiced that they intended to continue to be consistent with the ordinance.

Chairman Campbell stated if the Planning Board approved Ms. Smith's request, she would still have to make a case to the City Commission.

Chairman Campbell asked if there were any more questions. There were none.

After presentation, a motion was made by Co-Chairman Perry O'Briend/Commissioner Jami Clark to grant the variance request to swap lands between the two owners, realizing that it does not affect any other perimeter properties and it does not overall change the fact that both of them are underneath the 2-acre minimum requirement. All members present voted three in favor of the motion and one [Bowie] opposed to the motion. The Chair did not vote.

ITEM NO. 4 Consider and take action regarding denial of a variance request for 0002 Wincrest Rd.

Ms. Golden stated this is the same Ordinance 159.050, the minimum lot requirement, being applied to a different situation. This is not a lot split. The Applicant has 4 lots, but all together they do not add up to 2 acres. The Applicant wants to build a house on the lots, but again the properties do not meet the minimum lot size requirement or dimension.

At the time, Ms. Golden was preparing a memo, staff did not have any indication that the Applicant could get a septic permit. When Ms. Veronica Carreon called to inform the Applicant that their request would be on the agenda, he stated, "that he found an engineer that came up with a drawing and he went to the County and received approval for a septic system".

Ms. Golden then indicated on the exhibit where the properties are and that they want to build a house on a total acreage of 20,500 sq. ft, which is less than half an acre.

Commissioner Clark asked how the Applicant got a permit for the septic system, to which Ms. Golden replied she did not know because it was through the County and staff has not been presented with the documentation that that has happened.

Ms. Golden stated that permit for the septic system really doesn't matter. It is the Texas City Ordinance 159.050 that has the 2-acre, 200' requirement and this is what the Board is being asked to speak to.

Chairman Campbell asked if the Applicant was present, to which Ms. Golden stated no.

Chairman Campbell stated he thinks the Applicant should be in attendance and asked if the request should be tabled or concur with a denial.

Mr. Boix asked how this item was similar or different from the first item that was discussed. Ms. Golden replied how this is different is that this area is not built out. This site is in a much more vacant area. The lots were subdivided back in 1962 with no improvements, no water or sewer and no road. It is really a “ghost subdivision” – just on paper.

Mr. Boix stated it is still a 2-acre item and they want to build single family homes. He does not see a difference. Ms. Golden stated again that the first item has existing homes with existing septic systems. This area is total greenfield, no structure on it at all.

Chairman Campbell asked again if the item should be tabled because the Applicant is not present or concur with a recommendation of staff.

Ms. Golden stated that even if the request is denied by the Planning Board, it will still go to City Commission.

After presentation, a motion was made by Commissioner Jami Clark/Co-Chairman Perry O’Brien to concur with City Staff recommendation to deny the Request for Variance for 0002 Wincrest Rd. All other members present voted aye.

ITEM NO. 5 Consider and take action regarding the updated use at Tanger Outlet Mall – Various Events.

Ms. Golden stated the Tanger Outlet Mall is situated in the Lago Mar PUD in the commercial section. This means that there are some special requirements on it because it is in a PUD. Tanger Outlets, nationally, has a strategy of bringing in events that will bring people in for the events and then on to shopping. Because it’s recurring, and may not always be the same event, staff felt like someone needed to look at this and say it’s okay so that Tanger Outlets couldn’t be challenged later for what they are doing. This is why the item is being presented to the Planning Board.

Each event will still go through the special events permitting process, but this takes care of the zoning question – is it an allowed use in this PUD, in this retail area. Because it is tied to the retail, the Applicant is curating and finding events to bringing in to help drive retail customers to the mall.

Because this is how they are handling the events, staff does not have an issue or see that it’s any kind of non-compliance with the zoning. Staff brings this with a recommendation to approve their updated use.

Chairman Campbell asked if there were any questions.

Mr. Boix asked if this would open the door in perhaps putting more different words in the Ordinance so that the board does not have to go through this again. If it is unclear, as he is hearing it, it is not in the Ordinance. He asked why the board should be voting on this since this seems like it is information only or should the Ordinance be changed.

Chairman Campbell stated he did not know the answer to Mr. Boix’s question. However, the PUD is an application and so the Applicant makes application to do certain things with

it in the PUD. If the Applicant doesn't ask to have events the board will not have that knowledge.

Mr. Boix stated if they were not aware now, should they let it hang and then perhaps it would never happen again because things are developing in that realm. Lago Mar has all kinds of events going on. Chairman Campbell replied that this PUD is already established.

Ms. Golden stated if they had looked at it and decided it was a change to the PUD, staff would have presented it to the Zoning Commission as a zoning change. She added if this is what the board thinks needs to happen, it would have to be a redo to the PUD. Staff looked at this carefully and it does seem very tied to their retail activity. It is not a new use in that sense. It is really ancillary to their retail, which is clearly a permitted use in the PUD.

Mr. Boix then asked why they are voting on this item when it seems to him like this is only informational, to which Commissioner Thelma Bowie replied they are voting on the updated use of the outlet mall for these various events. She added that the Bay Area Farmers Market is a big event and it was canceled this past weekend due to the weather. The residents of the Lago Mar Facebook were up in arms because they missed it.

Co-Chairman O'Brien stated that they are looking at this as an appropriate area to which Ms. Golden stated that is correct. She stated this is their designated area for whatever events come in and again, each event will go through the Special Events Permitting process so that each event can be reviewed.

After presentation, a motion was made by Commissioner Thelma Bowie/Co-Chairman Perry O'Brien regarding the updated use at Tanger Outlet Mall – Various Events. All other members present voted aye.

ITEM NO. 6 Consider and take action on the Development Plan for Fat & Juicy BBQ. Located at 6602 FM 1765, Texas City.

Ms. Golden stated this is an existing 0.44 acre lot, which is currently vacant. The previous structure was removed pursuant to active code enforcement. The property fronts on FM 1765. It is adjacent to a residential district with existing residential development around it. It is located in the Gateway Overlay District. Staff has reviewed the Development Plan. The Applicant understands the requirements of the Gateway Overlay District and the application staff is bringing to the Planning Board is compliant with the Gateway Overlay District. There will be masonry construction and a fence between this property and the residential property behind. There will be some landscaping. It is also in compliance with all of the requirements of District "E" (General Business). Staff brings this item to the Board with a recommendation of approval.

Chairman Campbell introduced the Applicant and asked if there were any questions. There were none.

After presentation, a motion was made by Commissioner Jami Clark/Co-Chairman Perry O'Brien to approve the Development Plan for Fat & Juicy BBQ. All other members present voted aye.

ITEM NO.7 Consider and take action on the Development Plan for TCISD Stem Center Renovations. Located at 1015 14th Street North, Texas City.

Ms. Golden stated this is an existing structure that is being renovated. The intended use is compliant with the existing zoning. The Development Plan shows their building finishes will be compliant with the requirements of the Gateway Overlay District. Their landscaping is in excess of 15% of the effective site. Staff have no objection to approval.

Chairman Campbell asked if there were any questions. There were no questions.

After presentation, a motion was made by Jose Boix/Commissioner Thelma Bowie to approve the Development Plan for TCISD Stem Center Renovations. All other members present voted aye.

ITEM NO.8 Consider and take action on the Preliminary Plat for Steed Landing. A subdivision of 6.8710 acres tract of land in the Daniel L. Richardson Survey, Abstract No. 167, Texas City. Located on 16th Avenue between 14th Street North & 15th Street North (formerly St. John's United Methodist Church).

Ms. Golden stated this property is currently being used for soccer practice, but she has been told that the City has other facilities where that soccer use can be moved. There are some memorial benches that can be relocated. What the subdivision will do is extend the proposed 17th Avenue North from the existing 17th Avenue North. There will be a small cul-de-sac installed from an extension of the existing 18th Avenue North. The lots will be 50' x 120', which is the standard for District "A" (Single Family Residential). Water and sewer will come from existing mains. There is an existing ditch along the north boundary for which all of the details have not quite been all worked out, but the Applicant is aware of it and will make provision in the engineered plans. It is not a huge ditch, maybe a 15" culvert.

The property is owned by TCEDC. CastleRock Communities is the developer of this subdivision. CastleRock Communities is also the developer of the Pearlbrook subdivision, so they have experience with Texas City's requirements.

This is brought to the Planning Board by staff with recommendation for approval.

Chairman Campbell asked the Applicant where they came up with the name 'Steed Landing', to which Mr. Bryan Smith replied there is a park named Steed Park that the subdivision is named after. Chairman Campbell and Commissioner Clark replied that the park is located on 21st Street North, which is to the west of this location. Mr. Smith stated the name could be changed if necessary.

Chairman Campbell asked if there were any other questions for the Applicant or staff.

Co-Chairman O'Brien asked if there were any examples of the homes which will built, to which Ms. Golden stated there were none in their agenda packet, but Mr. Smith presented a packet that contained pictures of them.

Chairman Campbell asked about the brick requirement, to which Mr. Smith replied that Texas City requires brick on the front and sides, which follows the Ordinance.

Mr. Boix asked about the elevation and would the property need to be elevated to meet the requirement for flooding. Mr. Smith replied no and then added that they are in a levee-protected flood zone. Chairman Campbell also added that the dirt on this property is not low. Mr. Boix stated that his concern about the elevation is that he doesn't want the existing house/owner closest to the property to be upset about the drainage. Co-

Chairman O'Brien stated during Hurricane Harvey the water never touched the curb. Chairman Campbell stated that the water will drain to the street and there is a ditch nearby that is bigger than the normal ditches for the water to drain into.

After presentation, a motion was made by Co-Chairman Perry O'Brien/Commissioner Jami Clark to approve the Preliminary Plat for Steed Landing. All other members present voted aye.

ITEM NO.9 GENERAL UPDATES

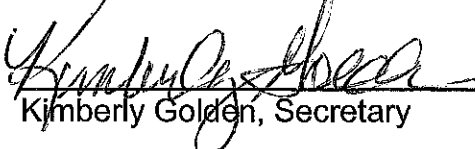
a. City Attorney review of the procedure regarding MFU's in the Texas City Food Truck Park.

Ms. Golden stated she shared her memo with the City Attorney, Kyle Dickson, and the request from the Planning Board regarding MFU's in the Texas City Food Truck Park and he says it looks fine to him. It is site specific as each truck will have to meet the criteria.

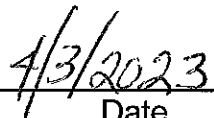
Chairman Campbell stated he appreciated Ms. Golden checking with the City Attorney on this matter.

ITEM NO. 10 OTHER BUSINESS. (Any conceptual development proposal requesting to come before the Planning Board)

Co-Chairman O'Brien asked if there was any other business to which there was none. **A motion was made by Commissioner Jami Clark/Commissioner Thelma Bowie to adjourn. All members present voted aye.**



Kimberly Golden, Secretary



Date

Minutes approved by the Planning Board at its meeting on 04/03/23.

ORDINANCE NO. 2023-11

AN ORDINANCE DENYING A REQUEST FOR VARIANCE FROM THE SUBDIVISION ORDINANCE SECTION 159.050 AND PROHIBITING THE REPLATTING OF PROPERTY WITHOUT ACCESS TO MUNICIPAL SEWER INTO LOTS OF LESS THAN TWO (2) ACRES AND FURTHER PROVIDING THEREWITH; DISPENSING WITH THE CHARTER REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Subdivision Ordinance Section 159.050 requires a property which does not have access to off-site sanitary sewer service to have a minimum lot size of two (2) acres at least 200 ft wide; and

WHEREAS, the property located at 10625 Hillman Dr. is 0.952 acres with an existing vacant residential structure and no access to off-site sanitary sewer service; and

WHEREAS, in accordance with the Subdivision Ordinance, the Planning Board considered a request for variance at a meeting on March 20, 2023, and recommended approval of the variance (3-1-1) upon finding property owners should be able to use their property however they want if it is not detrimental to nearby properties; and

WHEREAS, such action by the Planning Board did not satisfy the requirement to make finding necessary to support approval as required in the ordinance.

WHEREAS, staff recommend denial of the variance based upon the following recommended findings: (i) there are no special geographic conditions affecting the land involved; (ii) the variance will not preserve the enjoyment of a substantial property right because although the property can continue to be used as it exists, the existing septic systems will not allow expansion or upgrade of the existing residences; (iii) the variance would be detrimental to the public health by not decreasing the housing density in an area which does not have off site sewer services; and (iv) the replating into smaller lots would increase the complexity of future lot consolidation required for the eventual replacement and upgrade of the existing septic systems.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, adopts the recommended findings of staff and the recommendation to deny the variance request because the site is less than 2 acres and does not have access to off-site sanitary sewer service.

SECTION 2: That this Ordinance shall be effective immediately upon the passage, approval and publication as required by law.

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

PASSED AND ADOPTED this 19th day of April 2023.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (b)

Meeting Date: 04/19/2023

Fence Regulations Ordinance

Submitted For: David Zacherl, Fire Department

Submitted By: David Zacherl, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Consider and take action on Ordinance No. 2023-12, amending the Code of Ordinances, Title XV – Land Usage by adding Chapter 161, Fence Regulations.

BACKGROUND (Brief Summary)

Fence construction is currently unregulated in the Code of Ordinances. There exists a need to address and establish minimum standards for the construction and maintenance of fencing within the City. Improperly constructed and maintained fencing creates the potential for significant windstorm debris hazards and presents an undue risk to health, safety and welfare of the public.

It also establishes setbacks distances to ensure visual clearance at intersections and height restrictions for both front and backyards.

There is no fiscal impact to this Ordinance.

The proposed ordinance does prohibit certain type materials for fence construction such as rope, string, tarps, wire fabric, netting, corrugated/sheet metal and plywood.

The proposed ordinance does not negatively affect fencing requirements established within the Zoning Ordinance or deed restrictions in certain residential developments.

RECOMMENDATION

The Director of Engineering & Planning, Fire Chief and Fire Marshal recommend adoption of the ordinance.

Fiscal Impact

Attachments

Exhibit A Photos
Ordinance









ORDINANCE NO. 2023-12

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, OF THE CITY OF TEXAS CITY, TEXAS, TITLE XV - LAND USAGE, BY ADDING CHAPTER 161: “FENCE ORDINANCE”; REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; DISPENSING WITH THE CHARTER REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION

WHEREAS, there is a need to amend The Code of Ordinances of the City of Texas City, Texas, Title XV - Land Usage, by adding Chapter 161, Fence Regulations, and

WHEREAS, there is a need to address the minimum standards for the erection of fencing within the City, and

WHEREAS, there is a need to clarify the additional authority regarding the erection and maintenance fencing, and

WHEREAS, upon recommendation of the Director of Engineering & Planning, Fire Chief and Fire Marshal and full review and consideration of all matters related and attendant thereto, the City Commission determines that amending Title XV - Land Usage, by adding Chapter 161, Fencing Regulations will promote the health, safety, and general welfare of the City and the safe, orderly, and healthful development of the City;

WHEREAS, the City Commission determines that amending Title XV – Land Usage, Chapter 161, Fencing Regulations will promote the health, safety, morals, and general welfare of the City and the safe, orderly, and healthful development of the City;

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

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

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

SECTION 3: The City of Texas City’s Code of Ordinances, Title XV – Land Usage, is hereby amended to add the following:

CHAPTER 161: FENCE ORDINANCE

Sec. 161.001 Title and Purpose.

(A) The chapter shall be known and may be cited and referred to as the "Fence Ordinance"

(B) The Fence Ordinance is adopted for the following purposes:

- (1) To promote the health, safety, and general welfare of the city.
- (2) To ensure the safe, orderly, and efficient development and expansion of the city.
- (3) To promote a desirable visual environment.

General Provisions

Sec. 161.002 Definitions.

For the purpose of this Chapter, the following terms, phrases, words and their derivation shall have the meaning given below:

Build Line – The location allowed for the installation of a fence. The property line is the build line for the rear and side yards. The front build line shall not be any closer to the front property line than the front of the primary structure or the front setback, whichever is further away from the front property line. The term "setback" is defined in the Zoning Ordinance.

Corner lot - A lot situated at the junction of two (2) or more private or dedicated public streets.

Exempt Repair – An exempt repair is maintenance to an existing fence where replacement of materials does not exceed the greater of twenty-four (24) linear feet or ten (10) percent of the length of the fence and does not change the scope, material, location or dimensions of the fence. Exempt Repair may be or include the painting or staining of an existing fence without limitation to length. Exempt repairs shall be made using the same material, or material with comparable composition, color, size, shape and quality of the original fence to which the repair is being made. Exempt repairs can be made only to fences which otherwise comply with the requirements of this Chapter regarding location, dimension, materials, condition and with any other applicable provision of the Zoning Ordinance at the time of repair.

Fence – Any barrier, wall or structure more than eighteen inches (18") in height constructed for the purpose of enclosing, screening, restricting access to or providing decoration to any lot, building or structure. Except where otherwise required in this Chapter or elsewhere in the Texas City Code of Ordinances, regulations governing the height, location and opacity of fences also apply to walls, hedges or landscaping used in lieu of a fence or in combination with a fence. The term "fence" includes each and every part of a fence, including the base, footings, supporting columns, post, braces, gates, structural members, locks, closures or any other of its components or appendages.

Front yard – An open space, unoccupied (except as provided in the Zoning Ordinance) across the full width of the lot extending from the front line of the building to the front street line of the lot.

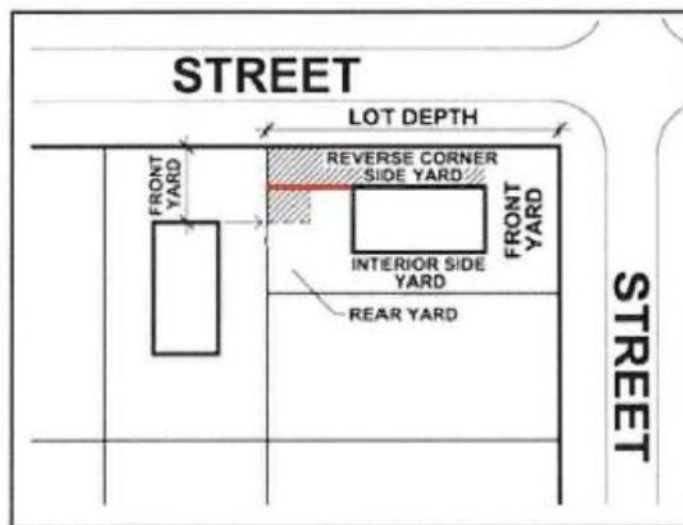
Non-Opaque Fence – *Non-sight obscuring fence* that can be seen through by persons outside its confines and which does not act as a privacy screen. A fence with gaps between vertical members of two and a quarter inch (2 ¼) or more (measured facing the fence or viewed at an angle from the side) shall be considered a non-sight obscuring fence. Opaque sections shall not exceed two and a quarter inch at any point.

Property Line – The boundary line between two pieces of property or between a piece of property and the public right of way.

Rear yard – An open space, unoccupied (except as provided in the Zoning Ordinance) between the rear lot line and the rear line of the principal building and the side lot lines.

Retaining Wall – A wall designed and or constructed to resist the lateral pressure of soil in an area where there is a desired change in ground elevation.

Reverse frontage corner lot – A corner lot where the rear lot line is adjacent to a side lot line of an adjoining lot or across an alley from such side lot line.



Side yard – An open unoccupied space on the same lot with a building, situated between the building and the side line of the lot, and extending through from the street or from the front yard to the rear line of the lot. Any lot line not a rear line or a front line shall be deemed a side line.

Survey – A real property survey is a report that indicates the location of improvements, easements and rights of way relative to the boundaries of the property. It is prepared and stamped by the duly licensed Texas surveyor, signed and seal dated.

View Triangle – A “view triangle” constitutes an area of unobstructed sight distance for the traveling public at the intersection of two streets, which area can be determined by the maintained distance of not less than thirty-five (35) feet in either direction of the corner property line.

Sec. 161.002 Fence and Retaining Wall Permits.

(A) It shall be unlawful for any person within the City, without first obtaining a permit, to erect, construct, reconstruct, or have constructed or reconstructed, alter, repair or to allow the erection, construction, reconstruction, alteration, or repair of any type of barrier, fence, wall or structure, or any part thereof, or any type of retaining wall. No permit is required for an Exempt Repair as that term is defined under this Chapter.

(B) Permits are required for the following:

- (1) New installation
- (2) Addition to an existing installation
- (3) Relocation in whole or part of an existing installation
- (4) Changes in materials
- (5) Changes in height
- (6) Repairs which are not exempt

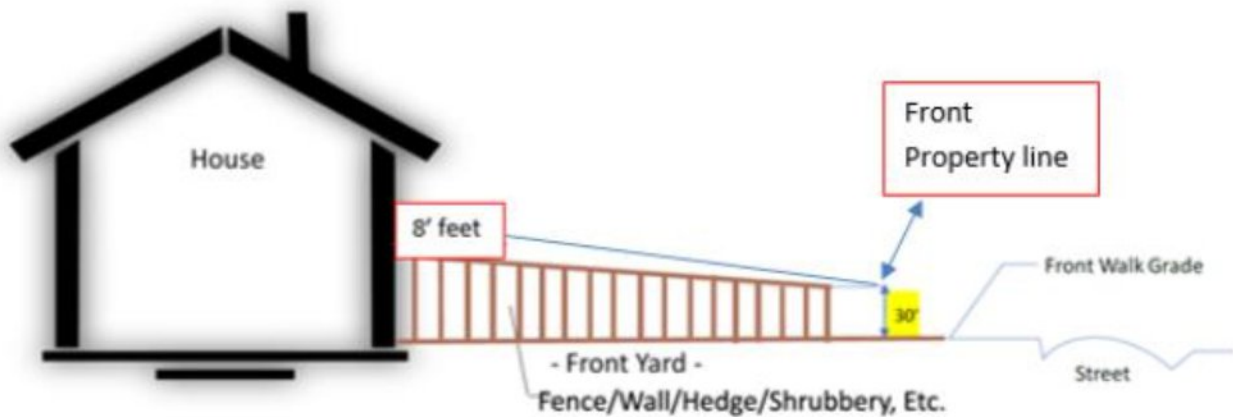
Sec. 161.003 Application. Application shall be made upon forms and according to procedures issued by the Building Official. Applications must show authorization by current property owner. Proof of ownership and proof of identification shall be required for each application. Contractors engaged to perform the work shall be registered with the City of Texas City. A permit fee shall be collected with the application as provided by the Building Inspections Fee Schedule.

Sec. 161.004 Fence Requirements

(A) Rear yard requirements. It shall be unlawful to erect a fence at a height exceeding eight (8) feet in any rear yard. Fences shall be erected along the rear build line with no part of the fence extending outside of the property line as shown by survey.

(B) Side yard requirements. It shall be unlawful to erect a fence at a height exceeding eight (8) feet in any side yard. Fences shall be erected along the side build line with no part of the fence extending outside of the property line as shown by survey.

(C) Front yard requirements. It shall be unlawful to construct an opaque fence that extends more than thirty (30) inches in height from grade beyond the front property line. It shall be unlawful to erect a non-opaque fence to a height greater than (30) inches above the finished lot grade. Front yard fences of non-opaque construction with greater than two and quarter inch (2¼) openings are allowed to be a maximum height of forty eight (48) inches above finished grade, not to extend beyond the front property line. It shall be unlawful to erect a fence that exceeds the maximum allowable build line height as if a string was pulled from the maximum build line height to the maximum front property line height. It shall be unlawful to construct a fence that is within sixty-six (66) inches of the edge of the street or curb.



(D) Fence Materials:

(1) Front yard fence material shall be chain link mesh of galvanized, black vinyl or dark green vinyl coating or other material as approved by the Building Official.

(2) Decorative fence material (e.g., wrought iron, wood, masonry, etc.) shall be approved by the Building Official.

(3) Chain link fences in a residential zoned district shall have (for, among other reasons, safety concerns) the finished edge of the material on the top of the fence.

(E) It shall be unlawful for any person to erect, construct, maintain or allow a fence that:

(1) Is constructed of damaged, deteriorated or unsafe materials.

(2) Is constructed of unapproved materials.

(3) Is constructed with used or recycled materials.

(4) Is constructed of fiberglass panels; or any other materials that are not manufactured specifically as fencing materials unless intended for agricultural usage or for restraining livestock.

(4) Is constructed with Barbed wire except when used only to restrain livestock or as part of a fence on commercial or industrial property where the lowest strand of barbed wire is not less than six and one-half (6½) feet above ground level.

(5) Is constructed with rope; string, tarps; except as otherwise provided in this Section, wire products, including but not limited to, chicken wire, hog wire, wire fabric and similar welded or woven wire fabrics; live bamboo; netting; cut or broken glass; paper; corrugated metal panels; galvanized sheet metal or plywood.

(6) does not afford proper view triangle requirements for visual clearance for traffic approaching an intersection in either direction as defined in Section 160.086(G). Proper view triangle visual clearance shall be maintained for a distance of not less than thirty-five (35) feet in either direction of the corner property line.

(F) It shall be unlawful to construct a temporary fence except where required by code for construction, excavation or life safety issues, provided however that temporary fences made of wire and not in excess of three feet in height are permitted for residential gardens.

(G). It shall be unlawful to construct a fence on a vacant lot or on multiple adjacent individual vacant lots. For purposes of this provision, vacant shall mean the property does not have an active principal use compliant with the Zoning Ordinance.

(H) Swimming Pool, Spa and Hot Tub Fence - A person constructing or maintaining a fence or wall enclosure around a swimming pool, spa or hot tub shall comply with the minimum requirements of the City's building codes, as it exists or may be amended, and other applicable laws.

(I) Fences that face the public right of way or open space must be smooth side out. Rails must be facing in towards the yard.

(J) Fences must be located eighteen (18) inches from the public sidewalk if the sidewalk is four (4) feet wide or less. If the sidewalk is over four (4) feet wide the fence may be located up to the sidewalk.

Sec. 161.005 Retaining Walls

The City of Texas City requires a permit for any retaining wall, regardless of height. Retaining walls more than two feet in height require engineered plans.

Sec. 161.006 Deed Restrictions

Deed restrictions and regulations by homeowner associations or property owner associations or other site specific regulations imposed by agreements which attach to the property and may be enforceable by private action may be more restrictive than this Chapter, but shall not be effective to reduce the requirements or limitations of this Chapter.

Sec. 161.007 Maintenance Required

(A) Any person, group of persons, firm or corporation owning or having control of any fence within the City shall be responsible to maintain the fence in a safe and presentable condition and in compliance with the requirements of this Article. This shall include, but not be limited to, replacement of broken or defective boards, posts, wire or other fence parts that may cause the fence to be unsafe or unsightly, and the correction of any visible and/or unsafe lean or condition in the fence. Failure to properly maintain such fence as required under this section shall be considered a violation of this Article.

(B) All fences, including without limitation, fences existing on the effective date of this Ordinance, are subject to inspection and may be tagged as safety hazards or public nuisance if not adequately maintained.

Sec. 161.008 Abatement and Removal of Unsafe Fences and Other Violations

Violations of this Chapter/Subchapter may be deemed a Nuisance in accordance with Texas City Code of Ordinances Section 94.001 and the Texas Health and Safety Code Section 341.011 and,

thereafter, a Notice for Removal issued in accordance with Section 94.

Sec 161.009 Applicability to existing Fences.

To avoid undue hardship and provide for the application of the requirements of this Chapter to existing fences, the City Commission adopts the following special procedure for fences existing as of the effective date of this Chapter:

(A) City officials shall promote public awareness and provide intense and/or targeted public education about the requirements of this ordinance for a period of six (6) months from the date of adoption of the Fence Regulation Ordinance.

(B) City officials shall conduct courtesy inspections of existing fence installations upon request or at the discretion of the official based upon the condition of the existing fence installation. Warning citations shall be issued for a period of six (6) months from the date of adoption of the Fence Regulation Ordinance. Except as provided hereinbelow, such warning citations shall not be enforceable as a violation unless and until the expiration of six (6) months from the date of adoption of the Fence Regulation Ordinance AND the condition remains unresolved or the property owner fails to make reasonable effort to comply with the requirements of the citation for a period of thirty (30) days.

(C) Warning citations may be made enforceable for cause within the six (6) months from the date of adoption of the Ordinance or at any time thereafter for any condition which may be deemed a Nuisance in accordance with Texas City Code of Ordinances Section 94.001 and the Texas Health and Safety Code Section 341.01, upon the joint recommendation of the Director of Community Development, Fire Marshal and Chief Building Official and approval by the Mayor.

(D) From and after the six (6) month anniversary of the date of adoption of the Fence Ordinance, all citations shall be enforceable if the cited condition remains unresolved or the property owner fails to make reasonable effort in good faith to comply for a period of ten (10) days.

Sec. 161.010 Conflicting Regulations

Whenever the requirements of this Chapter/Subchapter conflict with those contained in another ordinance, the most stringent or restrictive provision shall govern, except that any specific requirements expressed in Chapter 159 Subdivision Regulations or Chapter 160 Zoning shall prevail. This exception shall be interpreted and applied liberally to effectuate the purposes of the subdivision and zoning regulations.

Sec. 161.999 Penalty for Violations

(1) Any person or corporation who shall violate any of the provisions of this article or fail to comply therewith or with any of the requirements thereof shall be guilty of a misdemeanor, and each owner or owners of any building or premises or part hereof, where anything in violation of this article shall be placed or shall exist, and any architect, builder, contractor, agent, person or corporation employed in connection therewith and who knowingly assists in the commission of

any such violation shall be guilty of a separate offense and upon conviction shall be fined as herein provided. The City likewise shall have the power to enforce the provisions of this article through civil action as provided by state law.

(2) Any person or corporation violating or failing to comply with any provisions of this Chapter shall be fined, upon conviction, not less than \$10, nor more than \$2,000, and each day any violation or non-compliance continues, shall constitute a separate offense.

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

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

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

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

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

PASSED AND ADOPTED this 19th day of April 2023.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (c)

Meeting Date: 04/19/2023

amending the Code of Ordinances, Title XV: Land Use, Chapter 159 Subdivisions

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on Ordinance No. 2023-13, amending the Code of Ordinances, Title XV: Land Use, Chapter 159 Subdivisions

BACKGROUND (Brief Summary)

The plans, studies and analyses which may be required by the City Engineer in conjunction with the applications for preliminary plats and final plats needs to be updated to include additional submittals which experience shows may be necessary to adequately provide for the safe, efficient, and orderly development of the City, and protect and preserve the public health, safety and welfare of the applicant and any property impacted by the applications. The updates to the ordinance will align it with the standard historic practices of the Engineering & Planning Department and the Planning Board. The standard historic practices have shown to be reasonable and based upon industry standards typical for the subdividing and development of property.

The updates will also be helpful in moving the submittal and review processes forward more efficiently and effectively.

RECOMMENDATION

Staff recommend approval of the ordinance amending the Texas City Code of Ordinances, Title XV: Land Use, Chapter 159 Subdivisions.

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 2023-13

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, OF THE CITY OF TEXAS CITY, TEXAS, TITLE XV – LAND USE, CHAPTER 159, “SUBDIVISIONS”, REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; DISPENSING WITH THE CHARTER REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there is a need to amend The Code of Ordinances of the City of Texas City, Texas, Title XV – LAND USE, Chapter 159 – Subdivisions to update information contained in the Code, and

WHEREAS, there is a need to clarify and update the plans, studies and analyses which may be required in conjunction with the applications for Preliminary Plats and Final Plats, and

WHEREAS, the clarification and update will be helpful in moving the submittal and review processes forward more efficiently and effectively, and

WHEREAS, the clarification and update is based upon the standard historic practice of the city administration and has shown to be reasonable and based upon industry standards typical for the subdividing and development of land, and

WHEREAS, the City Commission determines that amending the Code of Ordinances of the City of Texas City, Texas, Title XV – Land Use, Chapter 159 – Subdivisions, will promote the health, safety, morals, and general welfare of the City and the safe, orderly, and healthful development of the City;

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

Section 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to promote health, safety, morals, or general welfare and the safe, orderly, and healthful development of the municipality.

Section 2. The City of Texas City’s Code of Ordinances, Section 159.023 (entitled “Preliminary Plat”) is hereby amended by adding the following:

§ 159.023 (D):

(4) engineered one-line drawings depicting the general layout, configuration and tie-ins for water, sewer, storm sewer and drainage.

- (5) property survey including topographic and/or boundary satisfactory to the City Engineer.
- (6) Evidence of submittal for review to all agencies with approval authorities such as county drainage districts, state agencies such as TxDOT or TCEQ, and federal agencies such as U.S. Army Corps of Engineers. This provision shall be liberally construed to afford the City Engineer full ability to confirm interagency notice and coordination.
- (7) Example renderings of the typical building(s) proposed for construction in the subdivision.
- (8) Renderings of amenities planned or to be constructed for the subdivision
- (9) Any other renderings or examples of architectural standards and/or features such as fences, screening walls or monument signs planned or to be constructed as may be requested by the City Engineer or Planning Board.
- (10) draft deed restrictions and articles of any proposed homeowners association, where applicable.
- (11) When preliminary plats are presented by sections, evidence may be required that all previously planned and/or constructed sections have received final plat approvals.

Section 3. The City of Texas City's Code of Ordinances, Section 159.024 (entitled "Final Plat") is hereby amended by adding the following:

§ 159.024 (D):

- (4) approved engineering construction drawings for water, sewer, storm sewer and drainage system improvements or changes including any offsite additions, changes or improvements necessary to provide service.
- (5) property survey including topographic and/or boundary satisfactory to the City Engineer.
- (6) a milestone schedule showing the planning, design, construction and in service goals for each amenity or feature planned or to be constructed for the subdivision.
- (7) Renderings of the typical building(s) proposed for construction in the subdivision.
- (8) Renderings of amenities to be constructed in or for the subdivision
- (9) Any other renderings or examples of architectural standards and/or features planned or to be constructed as may be requested by the City Engineer or Planning Board.

(10) Final deed restrictions and articles of any proposed homeowners association, where applicable.

Section 3. This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

Section 4. It is hereby declared to be the intention of the City Commission of the City of Texas City, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. All rights and privileges of the City of Texas City, Texas, are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 6. This Ordinance shall be effective immediately upon the passage, approval and publication as required by law.

Section 7. That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of the City Commission.

PASSED AND ADOPTED this 19th day of April 2023.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (d)

Meeting Date: 04/19/2023

Amend the fiscal year 2022/2023 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST

Consider approval of a request to amend the fiscal year 2022-2023 budget to appropriate funds for purchase of equipment for police department from Drug Confiscation Fund.

BACKGROUND (Brief Summary)

A budget amendment is required for the purchase of the following equipment:

Live fingerprint scanning machine (scanner, portable scanner, and printer) \$27,922.00

Two portable Flock cameras \$6,000.00

Armorerlink System used fo manage and track police department firearms and ammunition \$8,173.44

Grand total of \$42,095.44 will be funded from the Drug Confiscation Fund unassigned fund balance.

See the attached information on each item.

RECOMMENDATION

Budget Amendment:

Drug Confiscation Fund (205) Police Department (201):

Miscellaneous Equipment	\$27,922.00
Criminal Investigations	6,000.00
Misc. Materials & Supplies	8,173.44
Unassigned fund balance	(\$42,095.44)

Fiscal Impact

Attachments

Fingerprint machine

Flock cameras

Armorerlink

Ordinance

AFIS

LiveScan System Cabinet	\$18,053
Printer	\$1,409
LiveScan System Portable	\$7,735
Portable Carrying Case	\$725
Total 1 st year	\$27,922
Cabinet Warranty	\$2,731
Printer Annual Maintenance	\$212
Portable Annual Maintenance	\$2,280
Reoccurring	\$5,223



5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

February 22, 2023

Wendy Wade #2971
Detention Officer
Texas City Police Department
1004 9th Ave N
Texas City TX 77590

Tel: (409) 643-5765

Email: wwade@texascitytx.gov

Reference No. IDTX-L022223-04



IDEMIA is pleased to provide Texas City Police Department with the following price quote for the IDEMIA LiveScan System equipped with standard Harris County profiles for submission directly to the Harris County (HCSO) AFIS Database.

IDEMIA's fully integrated LiveScan solution provides Texas City Police Department the following features and benefits:

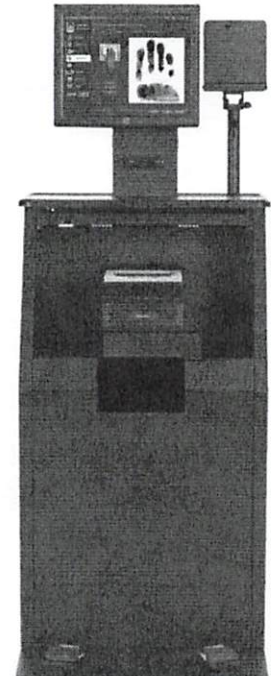
- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls
- ◆ Mug Photo Capture
- ◆ Full compliance with HCSO AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan Systems include on-site installation, training, and 1 year on-site warranty



Desktop



Portable



Cabinet

Solution Description and Pricing

IDEMIA proposes the equipment and services described in Tables 1 - 6. Tables 1-3 show IDEMIA LiveScan Systems with Tenprint / Palm capture; Tables 4-6 show LiveScan Systems with Tenprint (Fingerprint) only capture.

Note: LiveScan Systems being used for criminal or sex offender submission require Mugshot capture.

Tenprint/Palm Capture – Tables 1 - 3

Tenprint/Palm Capture - Cabinet

Table 1. Pricing / Maintenance

Description		Unit Price
ESLC-F0M53E-00 ESLO-0LS050-00 ESLO-PCCORE-01 ESLO-DT2200-00 ESLO-CDMSUG-00 ESLO-UPSSML-00 TP-IAT-CUSTOM	IDEMIA LiveScan System Cabinet Tenprint/Palm Capture, including: <ul style="list-style-type: none"> ◆ IDEMIA LiveScan System Software ◆ FBI Appendix F Certified Tenprint/Palm 500ppi Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ◆ Computer, Touch screen monitor, keyboard ◆ Ruggedized Cabinet fixed-height with foot pedal for hands free advancement ◆ Mugshot Capture Module (camera, Software, mounting hardware) ◆ Standard HCSO profiles and workflows ◆ UPS ◆ Installation / On-site Training ◆ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ◆ Freight 	\$18,053
ESLC-F0M53E-1M	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$2,731
Please see Table 7 Options for Tenprint Card Printer pricing		

Tenprint/Palm Capture - Desktop

Table 2. Pricing / Maintenance

Description		Unit Price
ESLC-D0M53E-00 ESLO-0LS050-00 ESLO-PCCORE-01 ESLO-DT2200-00 ESLO-TDMSUG-00 ESLO-UPSSML-00 TP-IAT-CUSTOM	IDEMIA LiveScan System Desktop Tenprint/Palm Capture, including: <ul style="list-style-type: none"> ◆ IDEMIA LiveScan System Software ◆ FBI Appendix F Certified Tenprint/Palm 500ppi Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ◆ Computer, Touch screen monitor, keyboard ◆ Foot pedal for hands free advancement ◆ Mugshot Capture Module (camera, Software, tripod) ◆ Standard HCSO profiles and workflows ◆ UPS ◆ Installation / On-site Training ◆ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ◆ Freight 	\$15,778
ESLC-D0M53E-1M	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$2,356
Please see Table 7 Options for Tenprint Card Printer pricing		

Current shipping is 60+ days after receipt by IDEMIA of Texas City Police Department completed pre-install documentation, or as otherwise scheduled.

Tenprint/Palm Capture - Portable

Table 3. Pricing / Maintenance

	Description	Unit Price
ESLC-T0M53E-00 ESLO-0LS050-00 ESLO-TDMSUG-00 ESLO-UPSSML-00 TP-IAT-CUSTOM	IDEMIA LiveScan System Portable Tenprint/Palm Capture, including: <ul style="list-style-type: none"> • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palm 500ppi Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology • Laptop Computer • Foot pedal for hands free advancement • Mugshot Capture Module (camera, Software, tripod) • Standard HCSO profiles and workflows • UPS • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight 	\$17,178
0799-717000-00	Portable Carrying Case	\$1,063
ESLC-T0M53E-1M	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$2,587
<i>*Please see Table 7 Options for Tenprint Card Printer pricing*</i>		

Current shipping of Portable Palm Capture Systems is at a future date to be determined based on completion/release of new LiveScan Software or as otherwise scheduled.

Tenprint (Fingerprint) Capture – Tables 4 - 5

Tenprint (Fingerprint) Capture - Cabinet

Table 4. Pricing / Maintenance

	Description	Unit Price
ESLC-F0M50E-00 ESLO-0LS050-00 ESLO-PCCORE-01 ESLO-DN2200-00 ESLO-UPSSML-00 TP-IAT-CUSTOM	IDEMIA LiveScan System Cabinet Tenprint, including: <ul style="list-style-type: none"> • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint 500PPI Scanner • Computer, monitor, keyboard • Ruggedized Cabinet fixed-height • Standard HCSO profiles and workflows • UPS • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight 	\$9,352
ESLC-F0M50E-1M	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$1,806
<i>*Please see Table 7 Options for Tenprint Card Printer pricing*</i>		

Tenprint (Fingerprint) Capture - Desktop

Table 5. Pricing / Maintenance

	Description	Unit Price
LS-D-TOP2020-22 TPL2-SSMALL-00 TP-IAT-CUSTOM	IDEMIA LiveScan System Desktop Tenprint, including: <ul style="list-style-type: none"> • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint 500PPI Scanner • Computer, monitor, keyboard • Standard HCSO Workflows and Profiles • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight 	\$6,195
ESLC-D0M51E-1M	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$1,780

Description	Unit Price
<i>*Please see Table 7 Options for Tenprint Card Printer pricing*</i>	

Tenprint (Fingerprint) Capture - Portable

Table 6. Pricing / Maintenance

Description	Unit Price
LS-P-TOP2020 TP-IAT-CUSTOM IDEMIA LiveScan System Portable Tenprint, including: <ul style="list-style-type: none"> • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint 500PPI Scanner • Laptop Computer • Standard HCSO Workflows and Profiles • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight 	\$7,735
0799-717004-00 Portable Carrying Case	\$725
ESLC-T0M51E-1M <i>Optional Annual Maintenance: (to start after 1st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement</i>	\$2,280
<i>*Please see Table 7 Options for Tenprint Card Printer pricing*</i>	

Current shipping of Tenprint (fingerprint) capture Systems is at a future date to be determined based on completion/release of new LiveScan Software or as otherwise scheduled.

Annual Maintenance prices shown above are for Year 2 only.

Options and Pricing

IDEMIA equipment options and pricing described in Table 7.

Table 7. Pricing / Maintenance

Description	Unit Price	Annual Maintenance*
D120-ANA000-00 D130-ANA001-00 Printer Black & White Tenprint Card, Duplexer, +1 additional Tray	\$1,409	\$212

*Annual Maintenance to start after 1st Year Warranty

Customer Responsibilities

Texas City Police Department is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Compliance with HCSO requirements using HCSO approved method for electronic transfer
- ◆ Installation, testing and troubleshooting any network communication connections, lines and/ or Texas City Police Department network devices.
- ◆ Obtaining all required authorizations for connecting to the HCSO AFIS.
- ◆ Completion and return of IDEMIA pre-install documentation to IDEMIA Program Team.
- ◆ Printer supplies such as ink and toner cartridges (consumables) are Texas City Police Department responsibility. IDEMIA does not offer or resell these items.

Assumptions

In developing this price quote, IDEMIA has made the following assumptions:

- ◆ With the exception of the Harris County AFIS, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- ◆ An inter-agency agreement between Texas City Police Department and Harris County will be in place.
- ◆ Texas City Police Department will provide all necessary communication to connect to Harris County. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ LiveScan System shipment and on-site Installation Services will be scheduled after network connectivity to Harris County has been established and verified and IDEMIA's Program team has received the Texas City Police Department completed pre-install documentation.



The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Texas City Police Department database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order and IDEMIA receipt of completed pre-install documentation.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will makes its best effort to provide a suitable replacement.

Pricing is valid through: March 30, 2023

Purchase orders should be sent to IDEMIA by electronic mail or U.S. mail. Please direct all questions or order correspondence, including Purchase Order, to:

Noemi Islas
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: noemi.islas@us.idemia.com | Mobile: (657) 652-4447

We look forward to working with you.

Sincerely,



Casey Mayfield
Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support - On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time

By signing this signature block below, Texas City Police Department agrees to the terms and pricing stated in this price quote for the product and services as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide these products and services:

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): \$ _____

PLEASE ENTER TOTAL ORDER AMOUNT ON ABOVE LINE

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

Billing Contact name _____

Telephone number () _____

Email _____

Check if Billing Address is same as Shipping Address:

Please provide Shipping Address (if different from Billing Address):

Technical Contact name _____

Telephone number () _____

Email _____

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____

_____ ("Customer"), having a place of business at _____

_____ enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$ _____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. **SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____

Name _____

Title _____

Date _____

NAME ("CUSTOMER")

Signed _____

Name _____

Title _____

Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

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1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

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6.2. IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These

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6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

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8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

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SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are

IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

Flock

2 Portable Flock cameras \$6,000

Total \$6,000

Reoccurring \$6,000

flock safety

Created Date: 10/20/2022

Expiration Date: 11/12/2022

Quote Number: Q-06601

Prepared By: Dale Anzalone

Phone: 7133052672

Email: dale.anzalone@flocksafety.com

Address Information

Bill To:

1004 9th Ave N
Texas City, Texas 77590

Ship To:

1004 9th Avenue North
Texas City, Texas 77590

Billing Company Name: TX - Texas City PD

Billing Contact Name: Jeff Winstead

Billing Email Address:

Billing Phone:

Billing Fax:

Terms and Conditions

Contract Start Date: 10/31/2022

Subscription Term: 24 Months

Billing Frequency: 50%/25%/25%

flock safety

Professional Services and One-Time Purchases

Services and One Time Fees	Service Description	Sales Price	Quantity	Total Price
----------------------------	---------------------	-------------	----------	-------------

Hardware and Software Products

Annual recurring amounts over subscription term

Products	Product Description	Product Sales Price	Product Quantity	Annual Product Price
Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.	\$3,000.00	2	\$6,000.00

Subtotal Year 1:	\$6,000.00
Annual Recurring Subtotal:	\$6,000.00
Subscription Term:	24 Months
Estimated Tax:	\$0.00
Contract Total:	\$12,000.00

Special Terms: N/A

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice – this document is a non-binding proposal for providing informational purposes only. Pricing is subject to change. This proposal shall be valid until the documented expiration date.

ArmorerLink

Annual Subscription \$3,800

Scanning, marking, and labeling kits \$4,373.44

Total \$8,173.44

Reoccurring \$3,800

ArmorerLink
 4660 NE Belknap Court, Suite 101
 Hillsboro, OR 97124 US
 (800) 571-0753
 tana.ganete@armorerlink.com

Quote



ADDRESS
Det. Jeffrey Winstead Texas City Police Department 1004 9th Avenue North Texas City, TX 77590

SHIP TO
Det. Jeffrey Winstead Texas City Police Department 1004 9th Avenue North Texas City, TX 77590

QUOTE #	DATE	EXPIRATION DATE
17432	02/09/2023	03/01/2023

DESCRIPTION	QTY	RATE	AMOUNT
ArmorerLink Firearm Management System Annual Subscription Starting 3/1/2023 License for 100 Users SaaS Desktop Applications (U.S. Patent Pending) SaaS Mobile Applications for Android and iOS Range Master Mobile Phone Camera Scanning License (1) Two-Factor Authentication (2FA) Strong Password Enabled User Manual .PDF Download Training Tutorial Videos for Entire Program Unlimited Online Training with Live Instructor Software Support by Email and/or Telephone M-F 8-5 PST Server Infrastructure Supported 24x7x365 Quarterly Software Updates Data Storage and Daily Data Backup by AWS Customer Service Live Operator 24x7x365 (800) 571-0753 Cyber/Liability Insurance \$2,000,000 Policy Annual Subscription Rate Guaranteed for the First 5 Years After 5 Years Annual COLA Not to Exceed 2%	1	3,800.00	3,800.00
Barcode Scanning Kit	1	1,991.19	1,991.19
Honeywell Xenon1950GHD-2USB-N Scanner	2	542.95	
Honeywell 1900GHD Gray 15cm Rigid Stand	2	62.94	
Scanner Zebra CS6080 Scanner, Cradle, Lanyard & USB-C Cable	1	779.41	
Inventory & Work Order Labeling Kit	1	742.25	742.25
Zebra ZD410 Thermal Printer, 2" USB, 802.11ac, BT 4.1	1	614.25	
Zebra 4000D Thermal Label 2.25" x 2.00" 1,370 Label Roll	2	39.50	
Zebra ZD410 Print Head Cleaning Kit Box of 12	1	49.00	
Asset Marking Kit	1	1,640.00	1,640.00

One Time

DESCRIPTION	QTY	RATE	AMOUNT
Asset Label Art and Die Setup (One Time Charge)	1	160.00	
Barcode Asset Labels Made in U.S.A. Material: Mil-Spec. Aluminum Annealed Color: Black Background with Silver Characters Dimensions: W 0.72" x H 0.47" x R 0.30" x T 0.012" Adhesive: 3M 5915 PS MS Serial Numbers: 1000 -1499 Inscription: Agency Logo Lot Quantity: 500 Labels	500	1.58	
Barcode Asset Labels Made in U.S.A. Material: Mil-Spec. Aluminum Annealed Color: Black Background with Silver Characters Dimensions: W 0.600" x H 0.300" x R 0.060" x T 0.012" Adhesive: 3M 5915 PS MS Serial Numbers: 1500-1999 Inscription: Agency Acronym Lot Quantity: 500 Labels	500	1.38	

Payment Terms: Net 30

TOTAL

\$8,173.44

Prices Include Shipping

FEIN: 81-4200279

Accepted By

Accepted Date

ORDINANCE NO. 2023-14

AN ORDINANCE AMENDING ORDINANCE NO. 2022-22 ADOPTING THE 2022-2023 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR THE PURCHASE OF EQUIPMENT FOR THE POLICE DEPARTMENT FROM DRUG CONFISCATION FUND; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 2022-22 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2022-2023; and

WHEREAS, a budget amendment is needed to appropriate funds for the purchase of equipment for the Police Department from Drug Confiscation Fund.

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

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

SECTION 2: That the budget for Fiscal Year 2022-2023 of the City of Texas City, Texas, is hereby amended as follows:

Drug Confiscation Fund (205) Police Department (201):

Miscellaneous Equipment	\$27,922.00
Criminal Investigations	6,000.00
Misc. Materials & Supplies	8,173.44
Unassigned fund balance	(\$42,095.44)

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

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

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

PASSED AND ADOPTED this 19th day of April 2023.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (e)

Meeting Date: 04/19/2023

Sergeant of Police positions

Submitted For: Clay Pope, Police Department

Submitted By: Clay Pope, Police Department

Department: Police Department

Information

ACTION REQUEST

Consider and take action on Ordinance No. 2023-15, amending the Code of Ordinances, City of Texas City, Texas, Title III "Administration", Chapter 32 "Law Enforcement and Fire Department," by increasing the number of positions within the classification of Sergeant by two (2); prescribing the number of positions within each classification of the classified service of the Police Department. (Police Department)

BACKGROUND (Brief Summary)

The Matrix Consulting Group was commissioned last year to do a staffing and utilization survey for the police department. Among the recommendations made were the creation of several sergeant positions to improve the span of control. Increasing the number of sergeant positions by two is within the scope of recommendations made.

RECOMMENDATION

The Chief of Police and Command Staff recommend increasing the number of Sergeants as prescribed above.

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 2023-15

AN ORDINANCE AMENDING THE CITY CODE, TITLE III “ADMINISTRATION”, CHAPTER 32 “LAW ENFORCEMENT AND FIRE DEPARTMENT”, SECTION 32.010 “POLICE DEPARTMENT; CLASSES OF POSITIONS; AUTHORIZED STRENGTH.” BY INCREASING THE NUMBER OF POSITIONS WITHIN THE CLASSIFICATION OF SERGEANT BY TWO (2), PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY CLAUSE; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.

WHEREAS, section 143.021 of the **Texas Local Government Code** requires the governing body of a municipality to provide for the classification of all police officers; and

WHEREAS, section 143.021 provides that the governing body must establish by ordinance the classifications and number of positions in each classification; and

WHEREAS, the City Commission of the City of Texas City deems it is in the best interest of the City to increase the number of positions within the classification of Sergeant by two (2); and

WHEREAS, Effective on January 5, 2022, the following classes of positions, and numbers of positions within each classification, were hereby established in the classified service of the City’s Police Department:

- (1) Assistant Police Chief.....1
- (2) Captain3
- (3) Lieutenant.....4
- (4) Sergeant.....8
- (5) Police Officers85

Total: 101

Effective on April 19, 2023, the following classes of positions, and numbers of positions within each classification are hereby established in the classified service of the City’s Police Department:

- (1) Assistant Police Chief.....1
- (2) Captain3
- (3) Lieutenant.....4
- (4) Sergeant.....10
- (5) Police Officers83

Total: 101

SECTION 1: It is hereby declared to be the intention of the City Commission that

the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable.

SECTION 2: That it is further provided that, in the event any section, clause, sentence, paragraph or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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

PASSED AND ADOPTED this 19th day of April 2023.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney