

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, SEPTEMBER 6, 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) Recognize Marsha Worley for achieving Level II Court Clerk Certification.
- (5) REPORTS
  - (a) Lowry Fitness Center (Recreation and Tourism)
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA
  - (a) Approve City Commission Minutes for the August 16, 2023, meeting. (City Secretary)
  - (b) Consider and take action on Resolution No. 2023-099, accepting the proposal from Generosity Services Inc for the Municipal Court Front Desk Renovation project in accordance with Choice Partners Contract No. 23/016MR. (Municipal Court)
  - (c) Consider and take action on Resolution No. 2023-100, authorizing a payment to South Point Estates (Parcels 14, 16, and 18) for sanitary sewer easement. (Public Works)

- (d) Consider and take action on Resolution No. 2023-101, authorizing the purchase of two (2) F250 regular cab service body trucks and one (1) regular cab F350 4x4 service body with crane and lift gate truck from Silsbee Ford via TIPS Contract No. 200206. (Public Works)
- (e) Consider and take action on Resolution No. 2023-102, awarding a contract for Bid No. 2023-436 Lift Station 30 Improvement Project. (Public Works)
- (f) Consider and take action on Resolution No. 2023-103, authorizing the submission of nomination (s) for the Galveston County Appraisal District Board of Directors for two-year terms, beginning January 1, 2024, through December 31, 2025. (Management Services)
- (g) Consider and take action on Resolution No. 2023-104, annual review and approval of the City of Texas City's Investment Policy. (Finance)

(8) REGULAR ITEMS

- (a) Consider and take action on the third and final reading of Ordinance No. 2023-28, amending Chapter 150 'Building Regulations; Construction," related to additional authority regarding substandard structures. (Fire Department)
- (b) Consider and take action on Ordinance No. 2023-31, amending the fiscal year 2022-2023 budget to transfer funds from the General Fund (fund 101) to the Capital Equipment Replacement Fund (fund 602). (Finance)
- (c) Consider and take action on Ordinance No. 2023-32, amending the fiscal year 2022-2023 budget to appropriate funds for the purchase of EMS and Fire equipment through a grant from Southeast Texas Housing Finance Corporation (SETH). (Finance)
- (d) Consider and take action on Ordinance No. 2023-33, amending the fiscal year 2022-2023 budget to accept and appropriate the Community Development Block Grant Mitigation funds for drainage improvements and shelter expansion projects. (Finance)
- (e) Consider and take action on Ordinance No. 2023-34, amending the fiscal year 2022-2023 budget to appropriate funds from Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act for exterior repairs at the Moore Memorial Public Library. (Finance)
- (f) Consider and take action on Ordinance No. 2023-35, amending the City's fiscal year 2022-2023 budget to appropriate funds to remodel the Municipal Court front desk area. (Finance)

(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 SEPTEMBER 1, 2023, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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RHOMARI LEIGH  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(4) (a)**

**Meeting Date:** 09/06/2023

Municipal Court Clerk Certification Presentation

**Submitted For:** Tammy Odom, Municipal Court    **Submitted By:** Tammy Odom, Municipal Court

**Department:** Municipal Court

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**Information**

**ACTION REQUEST**

Recognize Marsha Worley for achieving Level II Court Clerk Certification.

**BACKGROUND (Brief Summary)**

Recognize Marsha Worley for achieving Level II Court Clerk Certification.

**RECOMMENDATION**

Recognize Marsha Worley for achieving Level II Court Clerk Certification.

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(5) (a)**

**Meeting Date:** 09/06/2023

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Lowry Fitness Center (Recreation and Tourism)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Staff Report

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# LOWRY FITNESS CENTER



DEPARTMENT OF RECREATION & TOURISM

*CITY COMMISSION MEETING*  
*SEPTEMBER 6, 2023*

# MEMBERSHIP RATES & FEES

Annual Membership	Resident	Non-Resident
<b>Adult</b> (ages 18-54)	\$125.00	\$200.00
<b>Senior</b> (ages 55+)	\$60.00	\$135.00
<b>Youth</b> (ages 6-17 )	\$75.00	\$80.00

<b>Annual Family Membership</b> <b>Includes:</b> (2) adult memberships ages 18+ ages (2) youth memberships 17 under ages	<b>Resident ONLY</b> <b>\$315.00</b>
Each additional youth member	\$40.00

Daily Guest Pass	Fees
<b>Guest</b> (rates apply to all ages)	\$10.00

Additional	Fees
Annual Locker Rental (tall)	\$75.00
Annual Locker Rental (short)	\$50.00
Daily Lock Rental	\$ 0.25
Replacement Membership Badge	\$10.00



# Hours of Operation

**MONDAY-FRIDAY**

**6:00AM-9:00PM**

**SATURDAY**

**9:00AM-6:00PM**

**YOUTH HOURS**

**ALL MEMBERS AGES 17 AND UNDER MUST ADHERE TO THE FOLLOWING HOURS:**

**SCHOOL DISTRICT IN SESSION: MONDAY-FRIDAY-3:00PM-9:00PM**

**SCHOOL DISTRICT OUT-OF-SESSION: MONDAY-FRIDAY-11:00AM-9:00PM**

**SATURDAY-9:00AM-6:00PM**



# Stages SC 2.20 Indoor Cycle



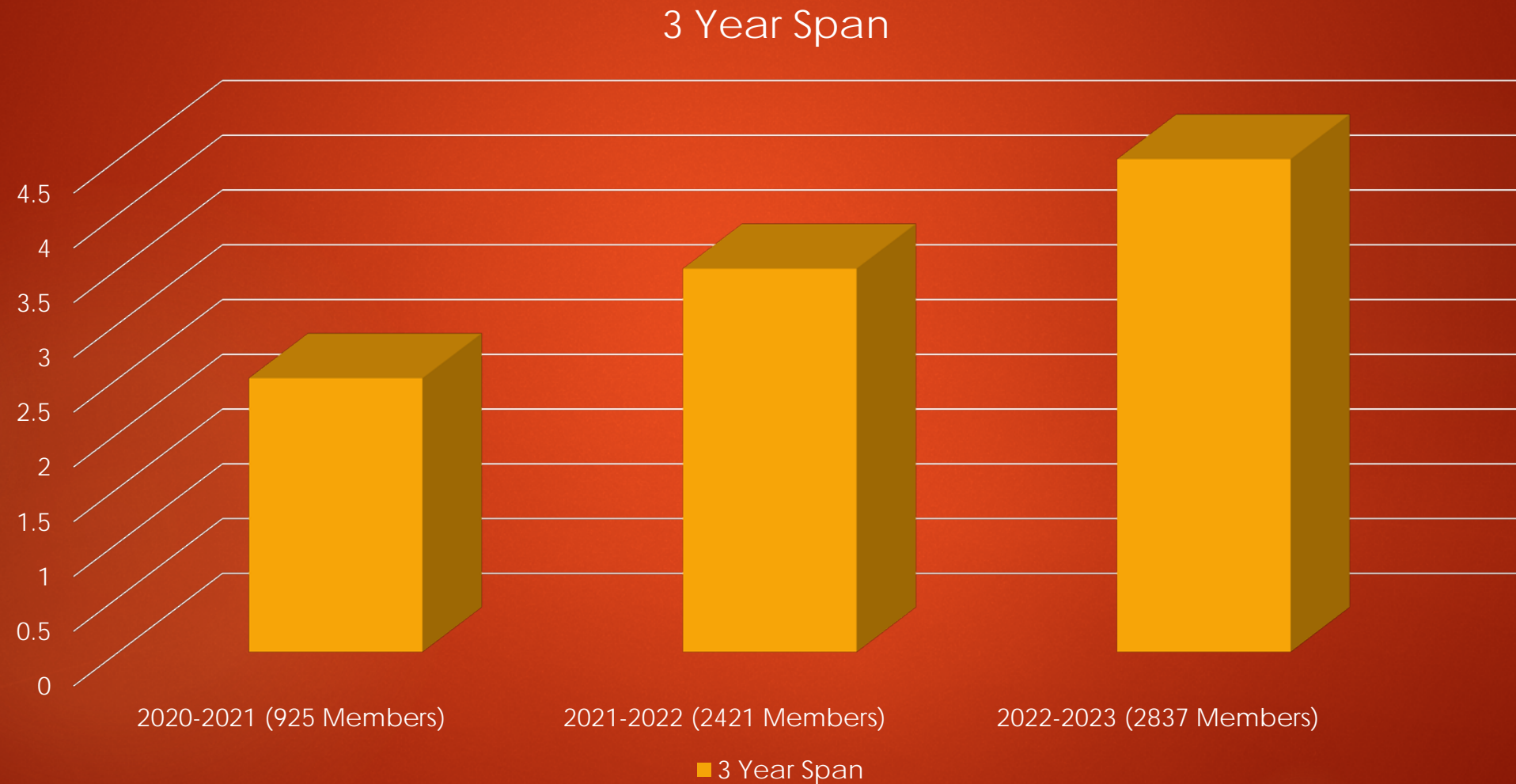


# Precor SCL 835 Stair Climber



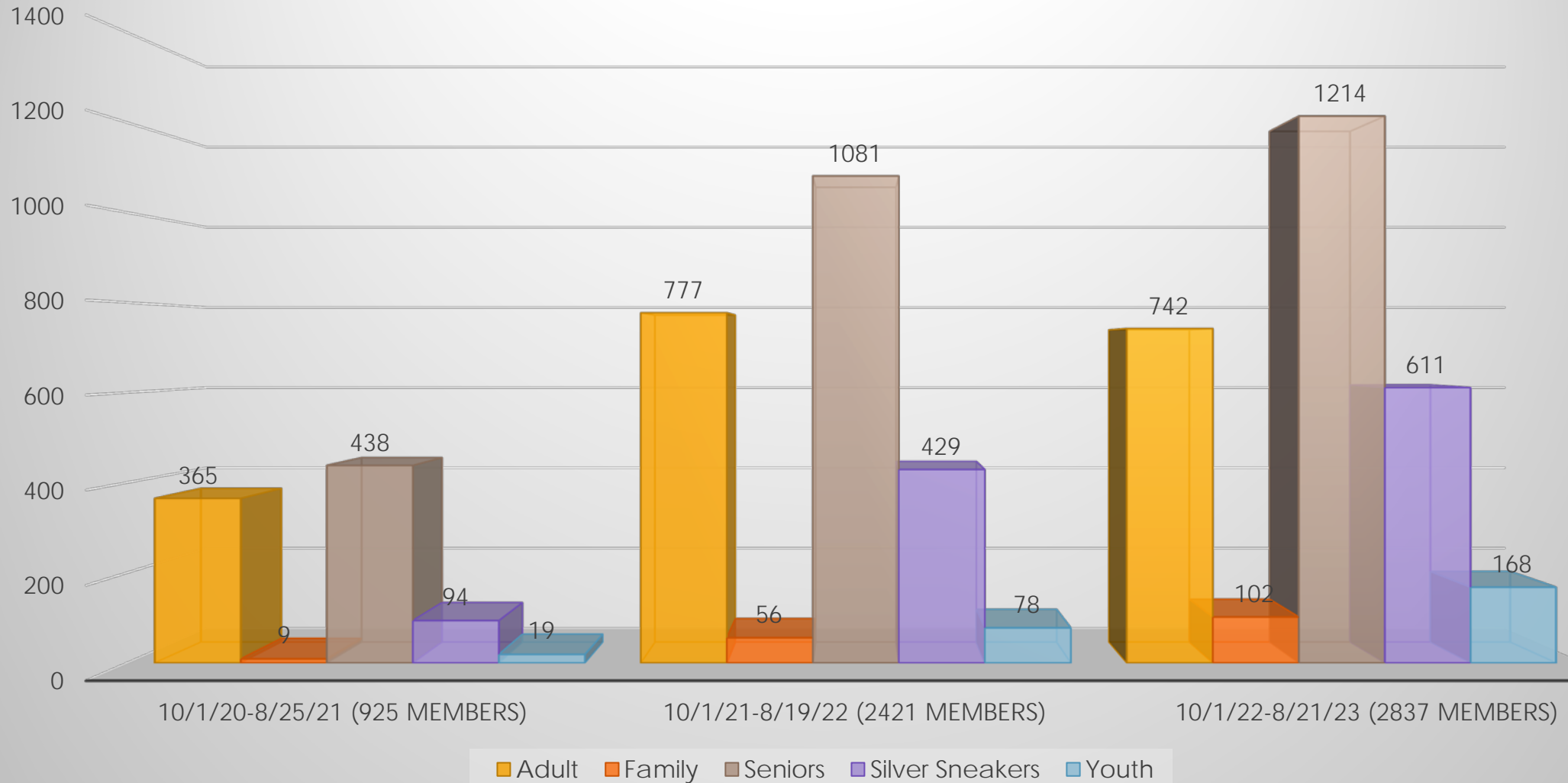


# 3 YEAR ACTIVE MEMBERSHIP PROFILE



# MEMBERSHIP BREAKDOWN

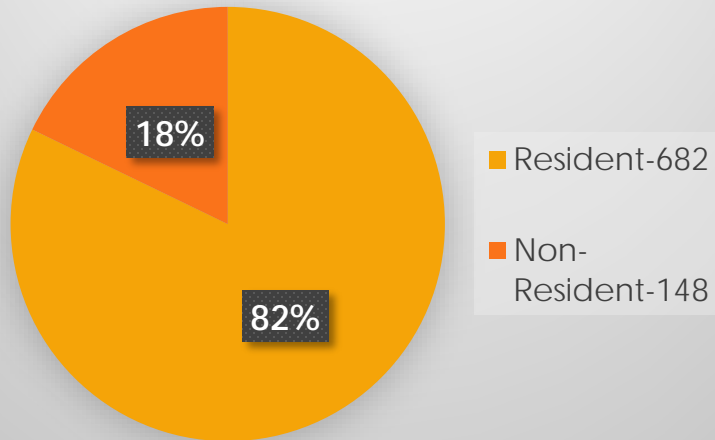
## Active Members



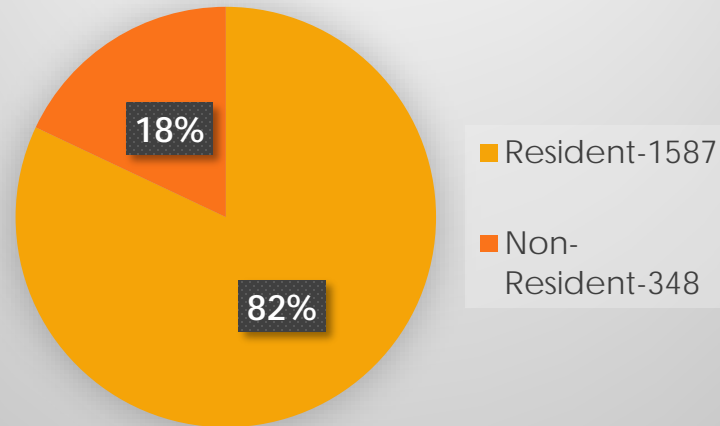
# MEMBERSHIP PROFILE

## Resident/Non-Resident Breakdown

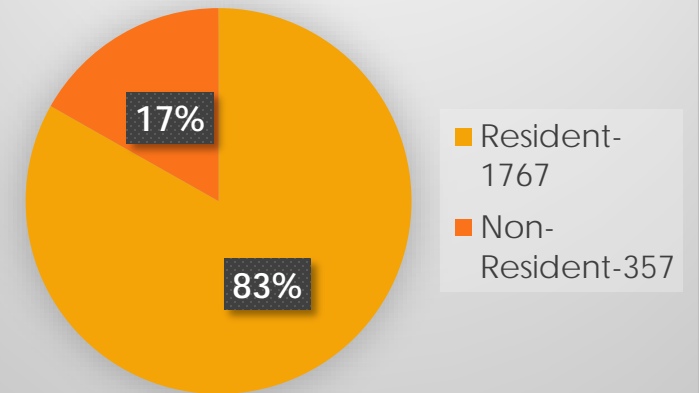
10/1/20 - 8/25/21



10/1/21 - 8/19/22



10/1/22 - 8/21/23





# The Hire Up Program

## Summer Intern: Chelsea Nguyen

### Week 1 & 2:

- ▶ Front Desk Duties-Learn Civic Rec System
- ▶ Set up customers with a membership and or Day Pass
- ▶ Set up customers with lockers
- ▶ Learn how to do daily Cash Journal

### Week 3 & 4:

- ▶ Weight & Cardio Room Duties-Learn Machines
- ▶ Learn how to set members up on a workout plan

### Week 5 & 6:

- ▶ Learn about Fitness Classes
- ▶ Learn how to teach a Senior Fitness Class

### Week 7 & 8:

- ▶ Learn about Purchasing Equipment
- ▶ Evaluate Equipment-Searching and ordering new equipment
- ▶ Learn about Athletics



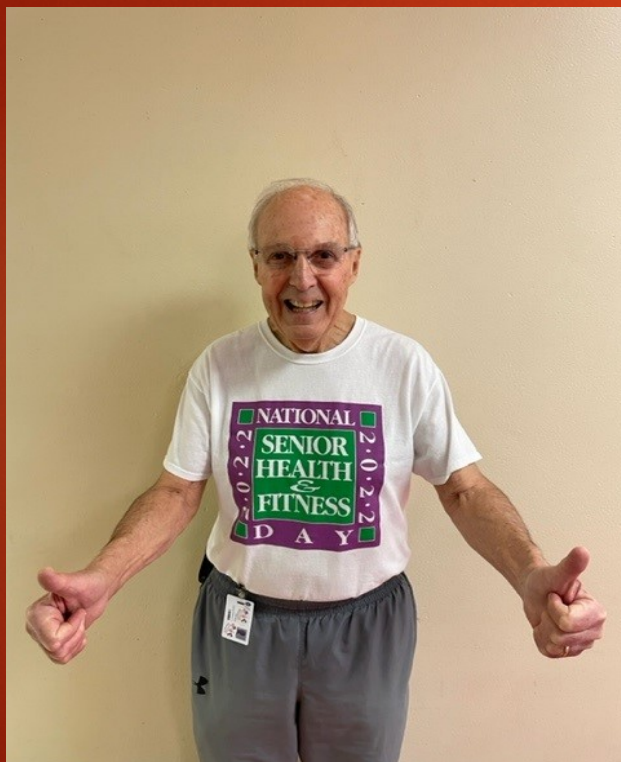
# Intern in Action!





# Lowry Fitness Center Member of the Month

Jose Boix



Dolores Penrice



Mark Johnson







**"The Body Achieves What The Mind Believes"**

**QUESTIONS??**

**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 09/06/2023

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Approve City Commission Minutes for the August 16, 2023, meeting. (City Secretary)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Minutes

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## REGULAR CALLED CITY COMMISSION MEETING

### MINUTES

WEDNESDAY, AUGUST 16, 2023 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, AUGUST 16, 2023, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Dedrick D. Johnson.

#### 1. ROLL CALL

Present: Dedrick D. Johnson, Mayor  
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem  
Abel Garza, Jr. , Commissioner At-Large  
DeAndre' Knoxson, Commissioner District 1  
Dorthea Jones Pointer, Commissioner District 3  
Jami Clark, Commissioner District 4

Absent: Felix Herrera, Commissioner District 2

#### 2. INVOCATION

Led by Pastor Kevin Herrin of The Fellowship.

#### 3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 4 Jami Clark.

#### 4. PROCLAMATIONS AND PRESENTATIONS

##### a. Service Awards

Jeremy Tucker	Police	08/05/2013	10 years
John Ivy	Police	08/25/2008	15 years
Joseph Biagas	Public Works	08/19/2008	15 years
Cynthia Baker	Fire	08/18/2008	15 years
Bradley Macik	Police	08/07/2008	15 years
Jimmie Reynolds	Police	08/04/2008	15 years
Debra Taylor	Parks & Recreation	08/28/1998	25 years
Mark Holland	Public Works	08/24/1998	25 years
Ramon Leon	Water	08/10/1998	25 years

##### Retirement

Joe Stanton	Police	28 years
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Joe Stanton, Police Chief, spoke about his 28 years in the Texas City Police Department.

b. Police Promotional Ceremony

Chris Kelemen	Promotion from Officer to Sergeant
Jimmie Reynolds	Promotion from Officer to Sergeant

Chris Kelemen was promoted from Officer to Sergeant by Assistant Chief Cravens and was pinned by his father.

Jimmie Reynolds was promoted from Officer to Sergeant by Assistant Chief Cravens and was pinned by Assistant Chief Cravens.

c. Consider and take action on Resolution No. 2023-098, confirming Landis Cravens as the Mayor's appointment to the Chief of Police and the swearing-in of his new position. (Human Resources)

Mayor Dedrick D. Johnson conducted the Oath of Office.

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 3 Dorthea Jones Pointer to confirm Landis Cravens as the Texas City Chief of Police.

**Vote:** 6 - 0 CARRIED

5. REPORTS

a. Community Outreach (Police Department)

Timothy Herd, Public Relations Officer, gave a PowerPoint presentation.

6. PUBLIC HEARING

a. Public hearing to hear citizens' opinions in favor of or in opposition to the proposed 2023 tax rate of \$0.49 per \$100 valuation.

There were no comments.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 3 Dorthea Jones Pointer to close the Public Hearing.

**Vote:** 6 - 0 CARRIED

7. PUBLIC COMMENTS

Michael Shriey, resident, requested to speak before the Commission.

8. CONSENT AGENDA

Commissioner District 3 Dorthea Jones Pointer motioned to approve Consent Agenda items a, b, c, d, e, f, g, h, i, and j. The motion was seconded by Commissioner District 4 Jami Clark.

- a. Approve City Commission Minutes for the August 2, 2023 meeting. (City Secretary)

**Vote: 6 - 0 CARRIED**

- b. Consider and take action on Resolution No. 2023-089, the acceptance of, and ability to expend, the FY' 2023 CDBG allocation from HUD. (Community Development)

**Vote: 6 - 0 CARRIED**

- c. Consider and take action on Resolution No. 2023-090, approve the execution of an engineering service agreement with ARKK Engineers, LLC., for rehabilitating the 14th Street 250,000 Gallon Elevated Storage Tank and the 32nd Street 500,000 Gallon Ground Storage Tank Project. (Public Works)

**Vote: 6 - 0 CARRIED**

- d. Consider and take action on Resolution No. 2023-091, authorizing the Mayor, on behalf of the City of Texas City, to enter into a Developer's Reimbursement Agreement with Mintos Communities - USA. (City Engineer)

**Vote: 6 - 0 CARRIED**

- e. Consider and take action on 2023-092, authorizing the Mayor, on behalf of the City of Texas City, to enter into a Professional Consulting Services Agreement with Marsh Darcy regarding a 1300 Acre Tract Development Review. (City Engineer)

**Vote: 6 - 0 CARRIED**

- f. Consider and take action on Resolution No. 2023-093, adopting the PY' 23 (October 1, 2023, to September 30, 2024) CDBG Action Plan and approving the plan submission to HUD. (Community Development)

**Vote: 6 - 0 CARRIED**

- g. Consider and take action on Resolution No. 2023-094, authorizing the purchase of an 800 Amp Transfer Switch from Crescent Electric through BuyBoard, a Local Government Purchasing Cooperative. (Municipal Court)

**Vote: 6 - 0 CARRIED**

- h. Consider and take action on Resolution No. 2023-095, awarding Bid No. 2023-435 Amburn Park and Freeway Park Drainage Improvements Project, to Teamwork Construction Services, Inc. (Public Works)

**Vote: 6 - 0 CARRIED**

- i. Consider and take action on Resolution No. 2023-096, authorizing the purchase of a 2024 Ford Expedition for the Emergency Management Department. (Purchasing)

**Vote: 6 - 0 CARRIED**

- j. Consider and take action on Resolution No. 2023-097, awarding Bid No. 2023-011 Code Compliance Abatement for Residential Substandard Structure Demolition to Texas Ranch Maintenance LLC and Diamond J Innovation LLC. (Purchasing)

**Vote: 6 - 0 CARRIED**

9. REGULAR ITEMS

- a. Consider and take action on the second reading of Ordinance No. 2023-28, amending Chapter 150 'Building Regulations; Construction' related to additional authority regarding substandard structures. (Fire Department)

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 4 Jami Clark

**Vote: 6 - 0 CARRIED**

- b. Consider and take action on Ordinance No. 2023-30, levying an ad valorem tax for the year 2023 for the City of Texas City. (Finance)

Commissioner At-Large Abel Garza, Jr. made a motion that the property tax rate be increased by the adoption of a tax rate of \$.49, which is effectively a 6.89 percent increase in the tax rate. The motion was seconded by Commissioner District 1 DeAndre' Knoxson.

The record vote was as follows:

Dedrick D. Johnson, Mayor --- aye

Thelma Bowie, Mayor Pro Tern, and Commissioner At-Large --- aye

Abel Garza, Jr., Commissioner At-Large --- aye

DeAndre' Knoxson, Commissioner District 1 --- aye

Felix Herrera, Commissioner District 2 --- ABSENT

Dorthea Jones Pointer, Commissioner District 3 --- aye

Jami Clark, Commissioner District 4 --- aye

**Vote: 6 - 0 CARRIED**

10. COMMISSIONERS' COMMENTS

Abel Garza, Jr. congratulated League City (Tex.) Post 554 on a 1-0 victory against Lincoln (Neb.) Post 3 in the 2023 American Legion World Series championship game.

11. MAYOR'S COMMENTS

Mayor Jonson congratulated Madison Swain for winning Miss Juneteenth Texas and advancing to represent the state of Texas at the national 2023 Miss Juneteenth USA pageant in Philadelphia this fall.

12. ADJOURNMENT

Having no further business, Mayor Pro Tem Thelma Bowie made a MOTION to ADJOURN at 6:10 p.m.; the motion was SECONDED by Commissioner At Large Abel Garza, Jr.. All present voted AYE. MOTION CARRIED.

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DEDRICK D. JOHNSON, MAYOR

ATTEST:

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Rhomari Leigh, City Secretary  
Date Approved:

**CITY COMMISSION REGULAR MTG**

**(7) (b)**

**Meeting Date:** 09/06/2023

**MUNICIPAL COURT FRONT DESK RENOVATION**

**Submitted For:** Tammy Odom, Municipal Court    **Submitted By:** Tammy Odom, Municipal Court

**Department:** Municipal Court

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**Information**

**ACTION REQUEST**

Consider bid from Generosity Services Inc to remodel the Municipal Court front desk area in the amount of \$45,596.91 to be paid out of Municipal Court Efficiency Fund.

**BACKGROUND (Brief Summary)**

The cashier area of the Municipal Court is part of the original building construction. The purpose, scope of work performed, and technical needs in these areas has changed significantly since that time. This remodel will allow for a safer, more logical and ergonomic workflow area.

**RECOMMENDATION**

It is recommended that the item be approved to increase safety and work productivity in this space.

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**Fiscal Impact**

**Attachments**

Quote

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Generocity Services, Inc.

1212 Winding Way Drive • Friendswood, TX 77546 • Phone: (281) 482-8881

Tammy Odom  
1004 9th Ave North  
Texas City, Tx 77592

Job Address:  
1004 9th Avenue North  
Texas City, Tx 77592

**Print Date:** 8-8-2023

## Proposal for Texas City Municipal Court Reception Reno

Dear Ms. Odom

Generocity Services Inc. is pleased to present our preliminary proposal for the above referenced project. This project is priced in accordance with our CHOICE PARTNERS Contract #23/016MR and excludes proprietary vendor and owner's separate contractor pricing.

### **PRELIMINARY DESIGN SPECIFICATION WAIVER**

All designs and specifications presented herewith are preliminary and are subject to change after review of changes due to customer requests. Any costs associated with preliminary design and scope changes will be added to the final cost of the project.

### **SCOPE OF WORK**

Provide materials, labor, equipment, and supervision to complete the following:

Mobilize

Provide and install new Millwork and countertops.

Build (2) 3'x9' end cap walls for new Millwork.

Provide and install (2) 8'x4' store front glass on top of Millwork with obscured sliding glass

Provide and install specialty glass "smart film" on (3) existing BR cashier windows.

Provide and install new LVT approx 350 sft

Replace (3) drop in ceiling lights 2x4 with LEDs.

Install (3) can lights in soffit.

Reroute existing ductwork as needed

Prep and paint walls owners choice of color

Dispose of all debris

Items	Description	Price
RS Means		\$59,503.46
Houston CCI .861		-\$8,270.98
Choice Partners .89		-\$5,635.57

**Total Price: \$45,596.91**

### **PRECEDENCE**

We have established a project-specific order of precedence for the inquiry documents -- not only to help establish a baseline for our pricing, but also to maintain technical continuity, to confirm the intent and priorities for the project, and to provide the basis for solving discrepancies within the inquiry and construction documents. Our order of precedence is as follows:

- a. Generocity Services Proposal.
- b. Addenda issued by Client.
- c. Scope of Work issued by Client within the Invitation to Bid.
- d. Directives and work scope specifically and graphically issued within the Construction Drawings prepared by Client.
- e. Manufacturer's recommendations and installation instructions.
- f. Directives, regarding project work scope, specifically within the Project Specifications prepared by the Client.
- g. All Project Specifications prepared by Client that are specifically applicable to the project scope of work and project drawings.
- h. Owner's Engineering Facility Standards that are specifically referred to within this inquiry, and that have been issued as part of the inquiry.
- i. Balance of applicable project bid documents.

### **SERVICES & MATERIALS PROVIDED BY CLIENT/OWNER**

1. Testing and abatement of asbestos and other potentially hazardous materials.
2. Pre-design testing, investigation of soils and other existing structures for engineering purposes.
3. Probing of existing grade in effort to detect subsurface obstructions, obstacles, or hazardous material.
4. Material strength and performance testing and other quality control testing.
5. Document preparation for permit; coordinating or making application for permit; procuring any building permits or any other permits or fees that may be applicable to this project unless otherwise noted.
6. Provisions of temporary toilet facilities for construction work force.
7. Provisions of temporary electrical power supply for construction purposes.
8. Provisions of temporary water supply for construction purposes.
9. Move, relocate, modify, repair, demolish, or otherwise alter existing facilities, material equipment, appliances, furnishings, installations, utilities, and/or structures that are not specifically noted within this scope of work. This includes hidden or latent conditions, undocumented structures, inconsistent soil condition, asbestos, and other hazardous materials in order for Generocity Services to perform the required scope of work.

### **TECHNICAL CLARIFICATIONS**

1. Components and activities specifically exclude from this proposal:
  - a. Design and/or constructions of permanent site storm water detention or drainage structures.
  - b. Testing of existing concrete slabs for moisture, alkali, and other contamination. Generocity Services will not be responsible for poor performance of adhered floor coverings on moisture-laden or contaminated floor slabs.
  - c. Subsurface de-watering, of the pumping of facility leaks and spills.
2. Our proposal includes the cost of providing materials and equipment called out by model numbers within the inquiry documents. When final engineering, calculation, shop drawings, or other documentation do not support the item physical characteristics, size, shape, operational requirements, etc. required by the Client, then changes may require additional costs.
3. If any code interpretation, that may be issued by the Client, his agents, the Municipals Plan Checking Department, Code Enforcement, or



Inspections Department, or Inspection Department results in additional more stringent project requirements than those shown graphically on the inquire drawings, or that is specifically named or directed within the inquiry specifications (as they relate to the drawings), the additional cost shall be assessed and passed on to the Client.

### **EXCLUSIONS**

1. Plans, architectural, engineering, geotechnical reports, materials testing laboratories.
2. On/off-site detention are not included.
3. SWPPP of containment of storm water, storm water pollution prevention planning, permitting, installations or observation.
4. Generocity Services, Inc. has not included cost for landscaping, traffic control, traffic barricades or signage, overtime or holiday work, trench drains, containments, equipment/foundations, house-keeping pads/foundations, vibrating equipment, unforeseen underground obstructions, sumps or pits.

### **COMMERCIAL TERMS & CONDITIONS**

1. Validation Period: This proposal is valid for a period of 30 calendar days after the "DATE" indicated above.
2. Material Cost Escalation: Due to the volatile and unpredictable global material marketing pricing, Generocity Services, Inc. can not guarantee project-specific pricing for the validation period stated above. If material orders and requisite shipments are made at current pricing, we will honor the material cost. If the cost of the materials increases before shipment, then the change in price will be passed on to the Client/Owner.
3. Generocity Services, Inc. will not perform work changes unless authorized in writing by the Client before the work begins. All cost assessments will include the cost of tangible items and the additional cost associated with schedule delays and extensions.
4. When materials and permanent equipment that are purchased for this project are stored either on or off site as a result of delays by Client (or Owner), or the contractors, or agents of the same, progress pay requests will include these materials and equipment items for Client approval and payment within the contract pay period.
5. Generocity Services, Inc. will not be held responsible for damages to any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cable, grounding, underground utilities and other obstacles.
6. Generocity Services, Inc. will not be held responsible for personal injury from accidents resulting from encounters with any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cables, grounding, and other obstacles.
7. Downtime or delays caused by Owner and/or Client during the field construction operations shall be assessed by Generocity Services, Inc. and reimbursements by Owner and/or Client.
8. Repair cost and touch-up costs made necessary by damage caused by Owner's and /or Client's personnel will be assessed by Generocity Services, Inc. and passed on to the Client.
9. Our pricing is based on a 40-hour workweek. We have not included the cost of holiday or overtime work hours.

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,  
Joel Mueller  
Director of Business Development  
Generocity Services, Inc.

I confirm that my action here represents my electronic signature and is binding.

**Signature:**

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**Date:**

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**Print Name:**

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Costs based on RSMeans data

Estimate Name: B23-06-22-2023 City of Texas City Municiple Court Counters

ESTIMATE INFORMATION

Client Name: City of Texas City  
Estimate Address: TEXAS

Notes:

Quantity	LineNumber	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Total O&P	Notes
1.00	013113200200	Field personnel, project manager, average	Week	\$ -	\$ 4,000.00	\$ 4,000.00	
2.00	013113200260	Field personnel, superintendent, average	Week	\$ -	\$ 7,450.00	\$ 7,450.00	
2.00	024119190950	Selective demolition, rubbish handling, dumpster, alternate pricing method, disposal fee per ton, average for all sizes, cost to be added to demolition cost	Ton	\$ 194.00	\$ -	\$ 194.00	
5.00	024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	C.Y.	\$ -	\$ 240.00	\$ 240.00	
5.00	024119192065	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition cost	C.Y.	\$ -	\$ 110.00	\$ 110.00	
100.00	079219100050	Joint sealants, caulking and sealants, acoustical sealants, elastomeric, cartridges, 1" x 1", in place	L.F.	\$ 390.00	\$ 368.00	\$ 758.00	
2.30	085113300250	Windows, aluminum, horizontal slider, impact resistant, 5'-5" x 5'-2", incl. frame and glazing	Ea.	\$ 6,382.50	\$ 381.80	\$ 6,764.30	
64.00	088135100300	Obscure glass, 7/32" thick, textured	S.F.	\$ 1,084.80	\$ 758.40	\$ 1,843.20	
64.00	088150100020	Spandrel glass, standard colors, 1/4" thick, up to 1,000 S.F.	S.F.	\$ 1,535.00	\$ 828.80	\$ 2,363.80	
32.00	088733200120	Electrically tinted window film adhered on glass, white, 6 S.F., excl. glass	S.F.	\$ 11,680.00	\$ 126.40	\$ 11,806.40	
400.00	090190920520	Paint preparation, surface protection, placement & removal, masking wallpaper	S.F.	\$ 36.00	\$ 316.00	\$ 352.00	
300.00	090505200560	Carpet tile, permanent adhesive, removal	S.F.	\$ -	\$ 195.00	\$ 195.00	
70.00	090505200850	Flooring demolition, vinyl or rubber cove base, straight section	L.F.	\$ -	\$ 42.00	\$ 42.00	
4.00	090505200860	Flooring demolition, vinyl or rubber cove base, molded corner	Ea.	\$ -	\$ 2.40	\$ 2.40	
54.00	092216132800	Metal stud partition, non-load bearing, galvanized, 10' high, 3-5/8" wide, 20 gauge, 16" OC, includes top & bottom track	S.F.	\$ 79.38	\$ 104.22	\$ 183.60	
108.00	092910302050	Gypsum wallboard, on walls, standard, taped & finished (level 4 finish), 5/8" thick	S.F.	\$ 42.12	\$ 166.32	\$ 208.44	
300.00	096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	S.F.	\$ 219.00	\$ 1,296.00	\$ 1,515.00	
70.00	096513130700	Wall base, vinyl, straight or cove, standard colors, 4" high, 1/8" thick	L.F.	\$ 90.30	\$ 153.30	\$ 243.60	
4.00	096513130730	Wall base, vinyl corners, standard colors, 4" high, 1/8" thick	Ea.	\$ 22.00	\$ 8.76	\$ 30.76	
300.00	096533101800	Resilient flooring, homogeneous vinyl tile, 1/8" thick	S.F.	\$ 2,040.00	\$ 657.00	\$ 2,697.00	
738.00	099123721670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	S.F.	\$ 351.62	\$ 1,424.34	\$ 1,785.96	
15.00	123223109600	Custom cabinets, rule of thumb: kitchen cabinets, excl. counters & appliances, maximum	L.F.	\$ 8,025.00	\$ 892.50	\$ 8,917.50	
42.00	123623302540	Counter tops, plastic laminate, 24" wide, 1-1/2" thick edging, hardwood edging, maximum	L.F.	\$ 1,722.00	\$ 1,953.00	\$ 3,675.00	
3.00	260505102120	Fluorescent fixtures, interior, 2 lamp, 2' x 4', electrical demolition, remove, recessed drop-in, to 10' high, including supports & whips	Ea.	\$ -	\$ 150.00	\$ 150.00	
3.00	260505102140	Fluorescent fixtures, interior, 4 lamp, 2' x 4', electrical demolition, remove, recessed drop-in, to 10' high, including supports & whips	Ea.	\$ -	\$ 165.00	\$ 165.00	
3.00	260505102585	Incandescent fixtures, interior, globe type, ceiling mount, 150 watt, electrical demolition, remove, surface, ceiling, or wall mount to 10' high	Ea.	\$ -	\$ 79.50	\$ 79.50	

3.00	265113550100	Interior LED fixtures, downlight, recess mounted, 25 watt, 7.5" diameter, incl lamps, mounting hardware and connections	Ea.	\$ 1,185.00	\$ 309.00	\$ 1,494.00	
3.00	265113551000	Interior LED fixtures, troffer, recess mounted, 3,200 lumens, 2' x 4', replaces two T8 lamp, incl lamps, mounting hardware and connections	Ea.	\$ 600.00	\$ 468.00	\$ 1,068.00	
8.00	312323202000	Excavated or borrow, loose cubic yards, small excavation job, 8 C.Y. truck per hour, excludes loading equipment	Hr.	\$ -	\$ 708.00	\$ 1,168.00	

	\$ 59,503.46
R S Means Estimate	\$ (8,270.98)
Houston CCI .861	\$ (5,635.57)
Choice Partners .89	\$ 45,596.91
Sub Total	
Bond	\$ 45,596.91
<b>Grand Total</b>	

## **CITY COMMISSION REGULAR MTG**

(7) (c)

**Meeting Date:** 09/06/2023

approval of payment to South Point Estates (Parcels, 14, 16 and 18) for sanitary sewer easement.

**Submitted For:** Kim Golden, Transportation and Planning

**Submitted By:** Veronica Carreon, Transportation and Planning

**Department:** Transportation and Planning

---

### **Information**

#### **ACTION REQUEST**

Seeking approval for the payment of \$94,046.93 to South Point Estates (Parcels 14, 16 and 18) for a sanitary sewer easement. South Point Estates has approved the sale by board resolution and signed the easement document which is being held in trust pending payment. A copy of the signed document is attached to this resolution.

#### **BACKGROUND (Brief Summary)**

The sanitary sewer easement is necessary for the construction of a 24" force main from Lago Mar Lift Station to Lift Station No. 29. The additional capacity is necessary to provide additional sewer service to the service area. The project is included in the updated Capital Improvement Plan and construction will be funded from impact fee revenue. The funds for acquisition of the easements are budgeted in the approved 2022-2023 budget. Commission approval of this expenditure is required by the City Charter because the amount exceeds \$50,000.00.

#### **RECOMMENDATION**

Recommend approval of the payment for the sanitary sewer easement.

---

### **Fiscal Impact**

#### **Attachments**

South Point Estates Parcel 14 Email Request  
South Point Estates Parcel 14 Signed Easement Agreement  
South Point Estates Parcel 14 Signed ROE Agreement  
South Point Estates Parcel 16 Email Request  
South Point Estates Parcel 16 Signed Easement Agreement  
South Point Estates Parcel 16 Signed ROE Agreement  
South Point Estates Parcel 18 Email Request  
South Point Estates Parcel 18 Signed Easement Agreement  
South Point Estates Parcel 18 Signed ROE Agreement

---

**From:** [Kim Golden](#)  
**To:** [Veronica Carreon](#)  
**Subject:** 1 of 3 FW: South Point Estates Parcel 14  
**Date:** Monday, August 21, 2023 5:00:18 PM  
**Attachments:** [We sent you safe versions of your files.msg](#)  
[parcel 14 easement signed.pdf](#)  
[Parcel 14 ROE signed.pdf](#)

---

Veronica, I am sending you the information on the 3 parcels as separate emails because too big to be in just one. Thanks. Kim

---

**From:** Tony Sewell <tony@legacylandpartners.net>  
**Sent:** Monday, August 21, 2023 2:41 PM  
**To:** Kim Golden <kgolden@texascitytx.gov>  
**Subject:** Fwd: South Point Estates Parcel 14

**\*\*EXTERNAL EMAIL\*\***

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

---

Tony L. Sewell  
SR ROW Agent/Contractor for Kinder Morgan  
Cell: 936-522-6463  
Email : [tony@legacylandpartners.net](mailto:tony@legacylandpartners.net)

Begin forwarded message:

**From:** "Tony Sewell" <[tony@legacylandpartners.net](mailto:tony@legacylandpartners.net)>  
**Subject:** South Point Estates Parcel 14  
**Date:** July 29, 2023 at 4:00:42 PM CDT  
**To:** Kim Golden <[kgolden@texascitytx.gov](mailto:kgolden@texascitytx.gov)>  
**Cc:** Shanda Austin <[Shanda@legacylandpartners.net](mailto:Shanda@legacylandpartners.net)>

Parcel 14: \$59,291.17

Tony L. Sewell  
SR ROW Agent/Contractor for the City of Texas City  
Cell: 936-522-6463  
Email : [tony@legacylandpartners.net](mailto:tony@legacylandpartners.net)

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**SANITARY SEWER EASEMENT**  
**(0.7562 Acres)**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS           §  
  §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF GALVESTON       §

THAT **South Point Estates Property Owners Association, Inc.** ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto the City of Texas City, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of sanitary sewer force main lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Galveston County, Texas, containing 0.7562 acres, as more particularly described in **Exhibit A** and shown in **Exhibit B** attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee, its agents and contractors, may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation,

replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

Subject to the limitations set forth herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes, provided, however, that such use and enjoyment of the surface of the Easement Tract shall not interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Notwithstanding anything herein to the contrary, Grantor shall not, without the prior written consent of Grantee, (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above-ground improvements or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tract; (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tract; (iii) dedicate other easements within the Easement Tract; or (iv) change the grade over the Facilities constructed under the Easement Tract. If Grantor constructs, places, installs, or permits any construction, placement, or installation that interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right to prevent or remove such obstructions, at Grantor's sole cost and expense without any obligation to restore the same or any liability to Grantor.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, and other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Galveston County, Texas, to the extent in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.



TO HAVE AND TO HOLD, subject to the matters set forth herein and the Permitted Encumbrances, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be entitled to recover its reasonable attorneys' fees from the other party.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Galveston County, Texas.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is 7800 Emmett F. Lowry Expressway, Texas City, Texas 77592.

*[Signature pages follow this page.]*

EXECUTED this 17th day of April, 2023

GRANTOR:

South Point Estates Property Owners Association, Inc,  
a Texas Non-Profit Corporation

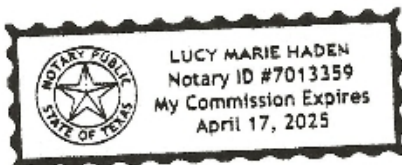
By: *Diane Beleski*  
Name: Diane Beleski  
Title: President

STATE OF TEXAS                   §  
  §  
COUNTY OF Galveston       §

This instrument was acknowledged before me on this 17th day of  
April, 2023, by Diane Beleski,  
President, Board of Directors of South Point Estates Property Owners Assoc., Inc. a  
Texas Non-Profit Corporation, on behalf of said South Point Estates Property Owners Assoc., Inc.

*Lucy Marie Haden*  
Notary Public, State of Texas

(NOTARY SEAL)



**Attachment[s]:**

Exhibit A - Description and Sketch of Easement Tract

**After recording, please return to:**

Jessica Holoubek

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Sanitary Sewer Easement  
0.7562 Acre

## Exhibit A

William K Wilson Survey  
Abstract No. 208

STATE OF TEXAS                   §

COUNTY OF GALVESTON       §

A **METES & BOUNDS** description of a certain 0.7562 acre tract of land situated in the William K Wilson Survey, Abstract No. 208 in Galveston County, Texas, being out of Reserve "D" of the Amending Plat of South Point Estates, Section 1 Phase 1A recorded under Document No. 2003088146 of the Galveston County Map Records and rights to said Reserves given to South Point Estates Association recorded under Clerk's File No. 2003090812 of the Galveston County Official Public Records of Real Property; said 0.7562 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**COMMENCING** at a found 1/2-inch iron rod with RPLS 1445 cap at the southwesterly corner of said Reserve "D", common with the northwesterly corner of a called Mainland Crossing 30' Drainage Easement dedicated to the City of Texas City recorded on Document No. 9332078 of the Galveston County Map Records and being in the easterly right-of-way line of Century Boulevard (right-of-way varies);

THENCE, North 01 degrees 55 minutes 38 seconds West, along the westerly line of said Reserve "D", common with the easterly right-of-way line of said Century Boulevard, a distance of 20.00 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 01 degrees 55 minutes 38 seconds West, continuing along said common line, a distance of 20.00 feet to a point for corner;

THENCE, North 87 degrees 15 minutes 41 seconds East, leaving said common line, over and across said Reserve "D", a distance of 1,646.96 feet to a point for corner in the easterly line of said Reserve "D", common with the westerly right-of-way line of Kingfish Road (60' right-of-way), from which a found 5/8-inch iron rod with Geo cap bears North 02 degrees 00 minutes 26 seconds West, a distance of 55.00 feet;

THENCE, South 02 degrees 00 minutes 26 seconds East, along said common line, a distance of 20.00 feet to a point for corner;

THENCE, South 87 degrees 15 minutes 41 seconds West, leaving said common line, over and across said Reserve "D", a distance of 1,646.99 feet to the **POINT OF BEGINNING**, CONTAINING 0.7562 acres of land in Galveston County, Texas, as shown on drawing number 18283 in the Offices of Quiddity in Bellaire, Texas.

Quiddity  
6330 West Loop South, Suite 150  
Bellaire, Texas 77401  
(713) 777-5337  
*Texas Board of Professional Land Surveying*  
*Registration No. 10046100*

  
Acting By/Through Jeromy Alvin Chandler  
Registered Professional Land Surveyor  
No. 5755  
JChandler@jonescarter.com







## RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS                   §  
   §  
COUNTY OF GALVESTON       §

This Right of Entry Agreement is entered into on \_\_\_\_\_, 20\_\_, between **SOUTH POINT ESTATES PROPERTY OWNERS ASSOCIATION, INC.**, ("Grantor") and **CITY OF TEXAS CITY, TEXAS**, a political subdivision of the State of Texas ("Grantee").

### RECITALS

1. Grantor is the owner of certain real property located in Galveston County, Texas, which property includes the tract of land described on **Exhibit A** attached hereto and made a part hereof (the "Easement Tract").

2. Grantor and Grantee are currently negotiating an easement agreement pursuant to which the Authority will acquire an easement (the "Easement") over, upon, and across the Easement Tract for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of a 24" sanitary sewer force main line (the "Project").

3. Grantor, and its designated agents, if any, desire to enter upon the Grantor's property located as shown in **Exhibit B** attached hereto and made a part hereof (the "Property") for the purpose of constructing the Project, and accordingly, desire to acquire from Grantor a right of entry for construction purposes across, along, under, over, and upon the Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection with the construction, installation and access of the Project.

4. Grantor is willing to grant the Grantee and its designated agents, if any, the right to enter upon the Property for the stated purpose or purposes.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant permission to Grantee and any of its designated agents, to enter upon the Property and perform any and all acts necessary to construct the Project, including, but not limited to, the right to install, maintain, repair, store and operate construction and related equipment and materials on the Property and the right to excavate a bore pit on the Property. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Project, restore the surface of the Property as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, overhanging



limbs, growth, brush, shrubbery, improvements, or other natural or non-natural obstructions that interfere with Grantee's use of the Easement Tract for the purposes set forth herein.

This right of entry shall terminate and shall automatically revert to Grantor without the necessity of Grantor's taking any action sixty (60) days after the completion of the Project and acceptance of the Project by Grantee.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The individual signing this instrument on behalf of Grantor, represents that he/she has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Galveston County, Texas.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is Grantee's address is 7800 Emmett F. Lowry Expressway, Texas City, Texas 77592.

**Grantor:**

**SOUTH POINT ESTATES PROPERTY  
OWNERS ASSOCIATION, INC,**

By:

Name:

Title:

Diane Beleski  
Diane Beleski  
President

**Grantee:**

**CITY OF TEXAS CITY, TEXAS,**  
a political subdivision of the  
State of Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_



Sanitary Sewer Easement  
0.7562 Acre

## Exhibit A

William K Wilson Survey  
Abstract No. 208

STATE OF TEXAS                   §

COUNTY OF GALVESTON       §

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**COMMENCING** at a found 1/2-inch iron rod with RPLS 1445 cap at the southwesterly corner of said Reserve "D", common with the northwesterly corner of a called Mainland Crossing 30' Drainage Easement dedicated to the City of Texas City recorded on Document No. 9332078 of the Galveston County Map Records and being in the easterly right-of-way line of Century Boulevard (right-of-way varies);

**THENCE**, North 01 degrees 55 minutes 38 seconds West, along the westerly line of said Reserve "D", common with the easterly right-of-way line of said Century Boulevard, a distance of 20.00 feet to the **POINT OF BEGINNING** of the herein described tract;


**THENCE**, North 01 degrees 55 minutes 38 seconds West, continuing along said common line, a distance of 20.00 feet to a point for corner;

**THENCE**, North 87 degrees 15 minutes 41 seconds East, leaving said common line, over and across said Reserve "D", a distance of 1,646.96 feet to a point for corner in the easterly line of said Reserve "D", common with the westerly right-of-way line of Kingfish Road (60' right-of-way), from which a found 5/8-inch iron rod with Geo cap bears North 02 degrees 00 minutes 26 seconds West, a distance of 55.00 feet;

**THENCE**, South 02 degrees 00 minutes 26 seconds East, along said common line, a distance of 20.00 feet to a point for corner;

**THENCE**, South 87 degrees 15 minutes 41 seconds West, leaving said common line, over and across said Reserve "D", a distance of 1,646.99 feet to the **POINT OF BEGINNING**, **CONTAINING** 0.7562 acres of land in Galveston County, Texas, as shown on drawing number 18283 in the Offices of Quiddity in Bellaire, Texas.

Quiddity  
6330 West Loop South, Suite 150  
Bellaire, Texas 77401  
(713) 777-5337  
*Texas Board of Professional Land Surveying*  
*Registration No. 10046100*

  
Acting By/Through Jeromy Alvin Chandler  
Registered Professional Land Surveyor  
No. 5755  
JChandler@jonescarter.com



NORTH  
SCALE: 1" = 50'

**From:** [Kim Golden](#)  
**To:** [Veronica Carreon](#)  
**Subject:** 2 of 3 FW: South Point Estates Parcel 16  
**Date:** Monday, August 21, 2023 4:59:27 PM  
**Attachments:** [We sent you safe versions of your files.msg](#)  
[Parcel 16 easement signed.pdf](#)  
[Parcel 16 ROE signed.pdf](#)

---

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**From:** Tony Sewell <tony@legacylandpartners.net>  
**Sent:** Monday, August 21, 2023 2:41 PM  
**To:** Kim Golden <kgolden@texascitytx.gov>  
**Subject:** Fwd: South Point Estates Parcel 16

**\*\*EXTERNAL EMAIL\*\***

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

---

Tony L. Sewell  
SR ROW Agent/Contractor for Kinder Morgan  
Cell: 936-522-6463  
Email : [tony@legacylandpartners.net](mailto:tony@legacylandpartners.net)

Begin forwarded message:

**From:** "Tony Sewell" <[tony@legacylandpartners.net](mailto:tony@legacylandpartners.net)>  
**Subject:** South Point Estates Parcel 16  
**Date:** July 29, 2023 at 4:01:41 PM CDT  
**To:** Kim Golden <[kgolden@texascitytx.gov](mailto:kgolden@texascitytx.gov)>  
**Cc:** Shanda Austin <[Shanda@legacylandpartners.net](mailto:Shanda@legacylandpartners.net)>

Parcel 16: \$29,937.56

Tony L. Sewell  
SR ROW Agent/Contractor for the City of Texas City  
Cell: 936-522-6463  
Email : [tony@legacylandpartners.net](mailto:tony@legacylandpartners.net)

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**SANITARY SEWER EASEMENT**  
**(0.3818 Acres)**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS                   §  
  §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF GALVESTON           §

THAT **South Point Estates Property Owners Association, Inc.** ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto the City of Texas City, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of sanitary sewer force main lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Galveston County, Texas, containing 0.3818 acres, as more particularly described in **Exhibit A** and shown in **Exhibit B** attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee, its agents and contractors, may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation,

replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

Subject to the limitations set forth herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes, provided, however, that such use and enjoyment of the surface of the Easement Tract shall not interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Notwithstanding anything herein to the contrary, Grantor shall not, without the prior written consent of Grantee, (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above-ground improvements or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tract; (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tract; (iii) dedicate other easements within the Easement Tract; or (iv) change the grade over the Facilities constructed under the Easement Tract. If Grantor constructs, places, installs, or permits any construction, placement, or installation that interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right to prevent or remove such obstructions, at Grantor's sole cost and expense without any obligation to restore the same or any liability to Grantor.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, and other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Galveston County, Texas, to the extent in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.



TO HAVE AND TO HOLD, subject to the matters set forth herein and the Permitted Encumbrances, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be entitled to recover its reasonable attorneys' fees from the other party.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Galveston County, Texas.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is 7800 Emmett F. Lowry Expressway, Texas City, Texas 77592.

*[Signature pages follow this page.]*



EXECUTED this 17th day of April, 2023

GRANTOR:

South Point Estates Property Owners Association, Inc.  
a Texas Non-Profit Corporation

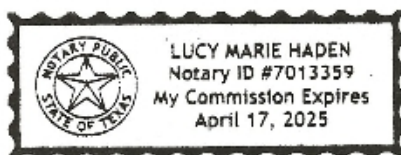
By: *Diane Beleski*  
Name: Diane Beleski  
Title: President

STATE OF TEXAS                   §  
  §  
COUNTY OF Galveston       §

This instrument was acknowledged before me on this 17th day of  
April, 2023, by Diane Beleski,  
President, Board of Directors of South Point Estates Property Owners Assoc., Inc., a  
Texas Non-Profit Corporation, on behalf of said South Point Estates Property Owners Assoc., Inc.

*Marie Haden*  
Notary Public, State of Texas

(NOTARY SEAL)



**Attachment[s]:**

Exhibit A - Description and Sketch of Easement Tract

**After recording, please return to:**

Jessica Holoubek

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Sanitary Sewer Easement  
0.3818 Acre

## Exhibit A

William K Wilson Survey  
Abstract No. 208

STATE OF TEXAS                   §

COUNTY OF GALVESTON       §

A **METES & BOUNDS** description of a certain 0.3818 acre tract of land situated in the William K Wilson Survey, Abstract No. 208 in Galveston County, Texas, being out of Reserve "A" of the South Point Estates, Section 2 Phase 2B recorded under Document No. 2004062693 of the Galveston County Map Records and rights to said Reserves given to South Point Estates Association recorded under Clerk's File No. 2004074258 of the Galveston County Official Public Records of Real Property; said 0.3818 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**COMMENCING** at a found 5/8-inch iron rod with Geo cap at the most westerly northwest corner of Lot 1, Block 5 of said South Point Estates, Section 2 Phase 2B and being in the easterly right-of-way line of Kingfish Road (60' right-of-way);

**THENCE**, South 02 degrees 00 minutes 26 seconds East, along the westerly line of said Lot 1, common with the easterly right-of-way line of said Kingfish Road, a distance of 94.90 feet to a found 5/8-inch iron rod with Geo cap at the southwest corner of said Lot 1, common with the northwesterly corner of said Reserve "A";

**THENCE**, South 02 degrees 00 minutes 26 seconds East, along the westerly line of said Reserve "A", common with the easterly right-of-way line of said Kingfish Road, a distance of 55.00 feet to the **POINT OF BEGINNING** of the herein described tract;


**THENCE**, North 87 degrees 15 minutes 41 seconds East, leaving said common line, over and across said Reserve "A", a distance of 833.49 feet to a point for corner in the easterly line of said Reserve "A", common with the westerly right-of-way line of Redfish Drive (60' right-of-way);

**THENCE**, South 08 degrees 40 minutes 06 seconds West, along said common line, a distance of 20.40 feet to a point for corner;

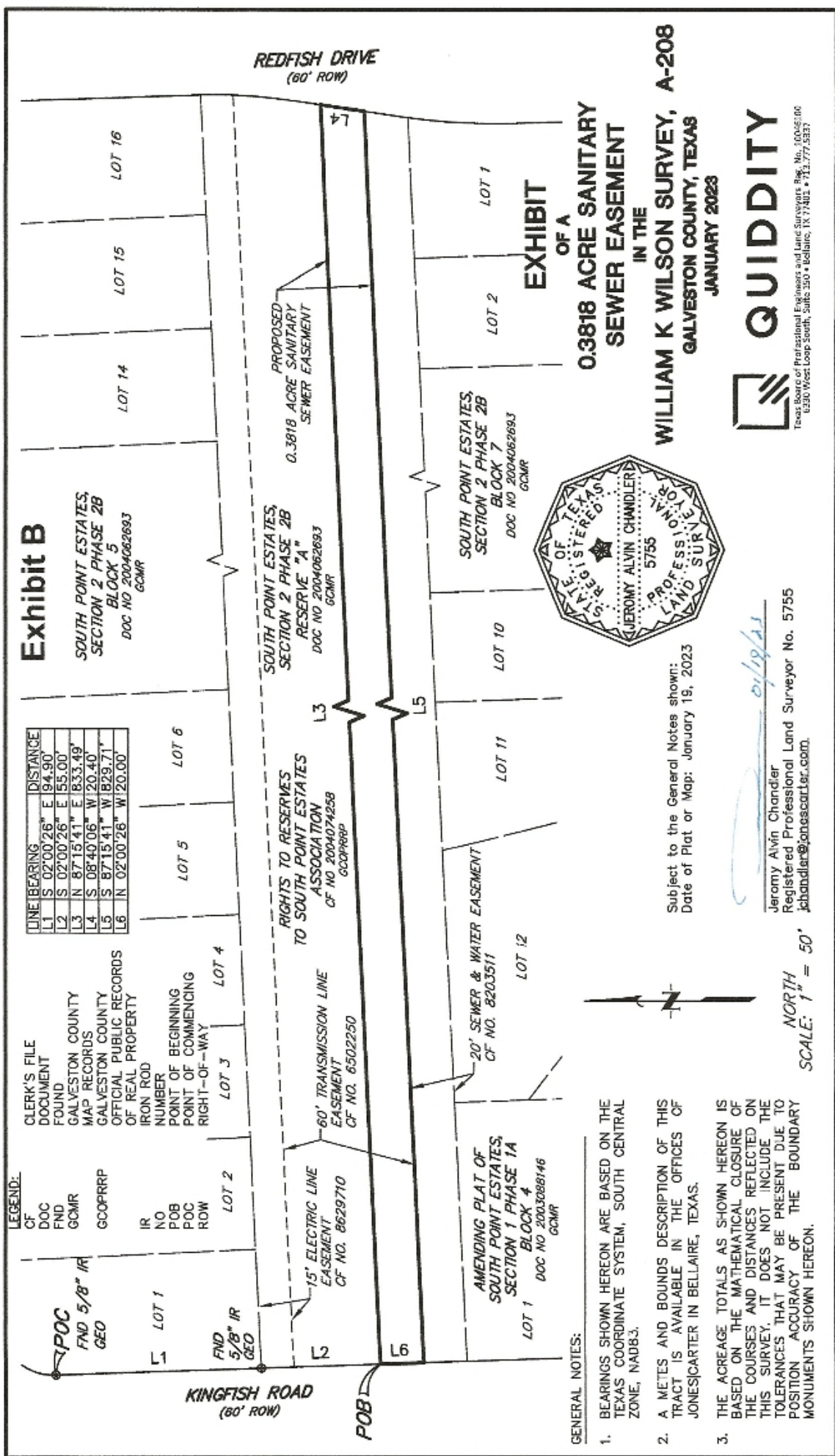
**THENCE**, South 87 degrees 15 minutes 41 seconds West, leaving said common line, over and across said Reserve "A", a distance of 829.71 feet to a point for corner in the westerly line of said Reserve "A", common with the easterly right-of-way line of said Kingfish Road;

**THENCE**, North 02 degrees 00 minutes 26 seconds West, along said common line, a distance of 20.00 feet to the **POINT OF BEGINNING**, **CONTAINING** 0.3818 acres of land in Galveston County, Texas, as shown on drawing number 18287 in the Offices of Quiddity in Bellaire, Texas.

Quiddity  
6330 West Loop South, Suite 150  
Bellaire, Texas 77401  
(713) 777-5337  
*Texas Board of Professional Land Surveying*  
*Registration No. 10046100*

  
Acting By/Through Jeromy Alvin Chandler  
Registered Professional Land Surveyor  
No. 5755  
JChandler@jonescarter.com





DWG. No. 18287

JOB No. 12575-0008-00

JAC/JV



## RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS                   §  
   §  
COUNTY OF GALVESTON       §

This Right of Entry Agreement is entered into on \_\_\_\_\_, 20\_\_, between **SOUTH POINT ESTATES PROPERTY OWNERS ASSOCIATION, INC.** ("Grantor") and **CITY OF TEXAS CITY, TEXAS**, a political subdivision of the State of Texas ("Grantee").

### RECITALS

1. Grantor is the owner of certain real property located in Galveston County, Texas, which property includes the tract of land described on **Exhibit A** attached hereto and made a part hereof (the "Easement Tract").
2. Grantor and Grantee are currently negotiating an easement agreement pursuant to which the Authority will acquire an easement (the "Easement") over, upon, and across the Easement Tract for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of a 24" sanitary sewer force main line (the "Project").
3. Grantor, and its designated agents, if any, desire to enter upon the Grantor's property located as shown in **Exhibit B** attached hereto and made a part hereof (the "Property") for the purpose of constructing the Project, and accordingly, desire to acquire from Grantor a right of entry for construction purposes across, along, under, over, and upon the Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection with the construction, installation and access of the Project.
4. Grantor is willing to grant the Grantee and its designated agents, if any, the right to enter upon the Property for the stated purpose or purposes.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant permission to Grantee and any of its designated agents, to enter upon the Property and perform any and all acts necessary to construct the Project, including, but not limited to, the right to install, maintain, repair, store and operate construction and related equipment and materials on the Property and the right to excavate a bore pit on the Property. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Project, restore the surface of the Property as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, overhanging

limbs, growth, brush, shrubbery, improvements, or other natural or non-natural obstructions that interfere with Grantee's use of the Easement Tract for the purposes set forth herein.

This right of entry shall terminate and shall automatically revert to Grantor without the necessity of Grantor's taking any action sixty (60) days after the completion of the Project and acceptance of the Project by Grantee.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The individual signing this instrument on behalf of Grantor, represents that he/she has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Galveston County, Texas.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is Grantee's address is 7800 Emmett F. Lowry Expressway, Texas City, Texas 77592.

**Grantor:**

**SOUTH POINT ESTATES PROPERTY  
OWNERS ASSOCIATION, INC,**

By:

Name:

Title:

Diane Beleski  
Diane Beleski  
President

**Grantee:**

**CITY OF TEXAS CITY, TEXAS,**  
a political subdivision of the  
State of Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_



Sanitary Sewer Easement  
0.3818 Acre

## Exhibit A

William K Wilson Survey  
Abstract No. 208

STATE OF TEXAS                   §

COUNTY OF GALVESTON       §

A **METES & BOUNDS** description of a certain 0.3818 acre tract of land situated in the William K Wilson Survey, Abstract No. 208 in Galveston County, Texas, being out of Reserve "A" of the South Point Estates, Section 2 Phase 2B recorded under Document No. 2004062693 of the Galveston County Map Records and rights to said Reserves given to South Point Estates Association recorded under Clerk's File No. 2004074258 of the Galveston County Official Public Records of Real Property; said 0.3818 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**COMMENCING** at a found 5/8-inch iron rod with Geo cap at the most westerly northwest corner of Lot 1, Block 5 of said South Point Estates, Section 2 Phase 2B and being in the easterly right-of-way line of Kingfish Road (60' right-of-way);

THENCE, South 02 degrees 00 minutes 26 seconds East, along the westerly line of said Lot 1, common with the easterly right-of-way line of said Kingfish Road, a distance of 94.90 feet to a found 5/8-inch iron rod with Geo cap at the southwest corner of said Lot 1, common with the northwesterly corner of said Reserve "A";

THENCE, South 02 degrees 00 minutes 26 seconds East, along the westerly line of said Reserve "A", common with the easterly right-of-way line of said Kingfish Road, a distance of 55.00 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 87 degrees 15 minutes 41 seconds East, leaving said common line, over and across said Reserve "A", a distance of 833.49 feet to a point for corner in the easterly line of said Reserve "A", common with the westerly right-of-way line of Redfish Drive (60' right-of-way);

THENCE, South 08 degrees 40 minutes 06 seconds West, along said common line, a distance of 20.40 feet to a point for corner;

THENCE, South 87 degrees 15 minutes 41 seconds West, leaving said common line, over and across said Reserve "A", a distance of 829.71 feet to a point for corner in the westerly line of said Reserve "A", common with the easterly right-of-way line of said Kingfish Road;

THENCE, North 02 degrees 00 minutes 26 seconds West, along said common line, a distance of 20.00 feet to the **POINT OF BEGINNING**, CONTAINING 0.3818 acres of land in Galveston County, Texas, as shown on drawing number 18287 in the Offices of Quiddity in Bellaire, Texas.

Quiddity  
6330 West Loop South, Suite 150  
Bellaire, Texas 77401  
(713) 777-5337  
*Texas Board of Professional Land Surveying*  
*Registration No. 10046100*

  
Acting By/Through Jeromy Alvin Chandler  
Registered Professional Land Surveyor  
No. 5755  
JChandler@jonescarter.com





**From:** [Kim Golden](#)  
**To:** [Veronica Carreon](#)  
**Subject:** 3 of 3 FW: South Point Estates Parcel 18  
**Date:** Monday, August 21, 2023 4:59:11 PM  
**Attachments:** [We sent you safe versions of your files.msg](#)  
[Parcel 18 easement signed.pdf](#)  
[Parcel 18 ROE signed.pdf](#)

---

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**From:** Tony Sewell <tony@legacylandpartners.net>  
**Sent:** Monday, August 21, 2023 2:41 PM  
**To:** Kim Golden <kgolden@texascitytx.gov>  
**Subject:** Fwd: South Point Estates Parcel 18

**\*\*EXTERNAL EMAIL\*\***

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

---

Tony L. Sewell  
SR ROW Agent/Contractor for Kinder Morgan  
Cell: 936-522-6463  
Email : [tony@legacylandpartners.net](mailto:tony@legacylandpartners.net)

Begin forwarded message:

**From:** "Tony Sewell" <[tony@legacylandpartners.net](mailto:tony@legacylandpartners.net)>  
**Subject:** South Point Estates Parcel 18  
**Date:** July 29, 2023 at 4:02:35 PM CDT  
**To:** Kim Golden <[kgolden@texascitytx.gov](mailto:kgolden@texascitytx.gov)>  
**Cc:** Shanda Austin <[Shanda@legacylandpartners.net](mailto:Shanda@legacylandpartners.net)>

Parcel 18: \$4,818.20

Tony L. Sewell  
SR ROW Agent/Contractor for the City of Texas City  
Cell: 936-522-6463  
Email : [tony@legacylandpartners.net](mailto:tony@legacylandpartners.net)



## Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

**SANITARY SEWER EASEMENT**  
**(0.0615 Acres)**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS                   §  
  §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF GALVESTON           §

THAT **South Point Estates Property Owners Association, Inc.** ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto the City of Texas City, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of sanitary sewer force main lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Galveston County, Texas, containing 0.0615 acres, as more particularly described in **Exhibit A** and shown in **Exhibit B** attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee, its agents and contractors, may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation,



replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

Subject to the limitations set forth herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes, provided, however, that such use and enjoyment of the surface of the Easement Tract shall not interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Notwithstanding anything herein to the contrary, Grantor shall not, without the prior written consent of Grantee, (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above-ground improvements or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tract; (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tract; (iii) dedicate other easements within the Easement Tract; or (iv) change the grade over the Facilities constructed under the Easement Tract. If Grantor constructs, places, installs, or permits any construction, placement, or installation that interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right to prevent or remove such obstructions, at Grantor's sole cost and expense without any obligation to restore the same or any liability to Grantor.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, and other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Galveston County, Texas, to the extent in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.



TO HAVE AND TO HOLD, subject to the matters set forth herein and the Permitted Encumbrances, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be entitled to recover its reasonable attorneys' fees from the other party.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Galveston County, Texas.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is 7800 Emmett F. Lowry Expressway, Texas City, Texas 77592.

*[Signature pages follow this page.]*

EXECUTED this 17th day of April, 2023

GRANTOR:

South Point Estates Property Owners Association, Inc.  
a Texas Non-Profit Corporation

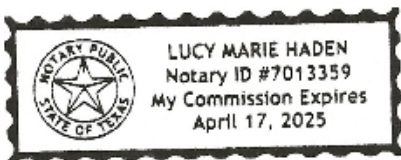
By: Diane Beleski  
Name: Diane Beleski  
Title: President

STATE OF TEXAS                   §  
  §  
COUNTY OF Galveston       §

This instrument was acknowledged before me on this 17th day of  
April, 2023, by Diane Beleski,  
President, Board of Directors of South Point Estates Property Owners Assoc., Inc. a  
Texas Non-Profit Corporation, on behalf of said South Point Estates Property Owners Assoc., Inc.

Lucy Marie Haden  
Notary Public, State of Texas

(NOTARY SEAL)



**Attachment[s]:**

Exhibit A – Description and Sketch of Easement Tract

**After recording, please return to:**

Jessica Holoubek

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027



Sanitary Sewer Easement  
0.0615 Acre

## Exhibit A

William K Wilson Survey  
Abstract No. 208

STATE OF TEXAS                   §

COUNTY OF GALVESTON       §

A **METES & BOUNDS** description of a certain 0.0615 acre tract of land situated in the William K Wilson Survey, Abstract No. 208 in Galveston County, Texas, being out of Reserve "B" of the South Point Estates, Section 2 Phase 2B recorded under Document No. 2004062693 of the Galveston County Map Records and rights to said Reserves given to South Point Estates Association recorded under Clerk's File No. 2004074258 of the Galveston County Official Public Records of Real Property; said 0.0615 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**COMMENCING** at a found 5/8-inch iron rod with Geo cap at the southwesterly corner of said Reserve "B", common with the northwesterly corner of Reserve "C" D.E. & Lift Station of the South Point Estates Section 1, Phase 1B recorded under Document No. 2004002824 of the Galveston County Map Records and being in the easterly right-of-way line of Redfish Drive (60' right-of-way);

THENCE, North 08 degrees 40 minutes 06 seconds East, along the westerly line of said Reserve "B", common with the easterly right-of-way line of said Redfish Drive, a distance of 20.40 feet to the **POINT OF BEGINNING** of the herein described tract,


THENCE, North 08 degrees 40 minutes 06 seconds East, continuing along said common line, a distance of 20.40 feet to a point for corner from which a found 5/8-inch iron rod with Geo cap bears North 08 degrees 40 minutes 06 seconds East, a distance of 2.87 feet;

THENCE, North 87 degrees 15 minutes 41 seconds East, leaving said common line, over and across said Reserve "B", a distance of 131.96 feet to a point for corner in the easterly line of said Reserve "B", common with the westerly line of a called 5.7 acre tract of land conveyed to Galveston County Drainage District Number Two recorded under Clerk's File No. 7101363 of the Galveston County Official Public Records of Real Property;

THENCE, South 01 degrees 55 minutes 04 seconds East, along said common line, a distance of 20.00 feet to a point for corner;

THENCE, South 87 degrees 15 minutes 41 seconds West, leaving said common line, over and across said Reserve "B", a distance of 135.71 feet to the **POINT OF BEGINNING**, CONTAINING 0.0615 acres of land in Galveston County, Texas, as shown on drawing number 18288 in the Offices of Quiddity in Bellaire, Texas.

Quiddity  
6330 West Loop South, Suite 150  
Bellaire, Texas 77401  
(713) 777-5337  
*Texas Board of Professional Land Surveying*  
*Registration No. 10046100*

  
Acting By/Through Jeromy Alvin Chandler  
Registered Professional Land Surveyor  
No. 5755  
JChandler@jonescarter.com







## RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS                   §  
   §  
COUNTY OF GALVESTON       §

This Right of Entry Agreement is entered into on July 21, 2023 between **SOUTH POINT ESTATES PROPERTY OWNERS ASSOCIATION, INC.** ("Grantor") and **CITY OF TEXAS CITY, TEXAS**, a political subdivision of the State of Texas ("Grantee").

### RECITALS

1. Grantor is the owner of certain real property located in Galveston County, Texas, which property includes the tract of land described on **Exhibit A** attached hereto and made a part hereof (the "Easement Tract").
2. Grantor and Grantee are currently negotiating an easement agreement pursuant to which the Authority will acquire an easement (the "Easement") over, upon, and across the Easement Tract for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of a 24" sanitary sewer force main line (the "Project").
3. Grantor, and its designated agents, if any, desire to enter upon the Grantor's property located as shown in **Exhibit B** attached hereto and made a part hereof (the "Property") for the purpose of constructing the Project, and accordingly, desire to acquire from Grantor a right of entry for construction purposes across, along, under, over, and upon the Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection with the construction, installation and access of the Project.
4. Grantor is willing to grant the Grantee and its designated agents, if any, the right to enter upon the Property for the stated purpose or purposes.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant permission to Grantee and any of its designated agents, to enter upon the Property and perform any and all acts necessary to construct the Project, including, but not limited to, the right to install, maintain, repair, store and operate construction and related equipment and materials on the Property and the right to excavate a bore pit on the Property. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Project, restore the surface of the Property as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, overhanging



limbs, growth, brush, shrubbery, improvements, or other natural or non-natural obstructions that interfere with Grantee's use of the Easement Tract for the purposes set forth herein.

This right of entry shall terminate and shall automatically revert to Grantor without the necessity of Grantor's taking any action sixty (60) days after the completion of the Project and acceptance of the Project by Grantee.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The individual signing this instrument on behalf of Grantor, represents that he/she has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Galveston County, Texas.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is Grantee's address is 7800 Emmett F. Lowry Expressway, Texas City, Texas 77592.

**Grantor:**

**SOUTH POINT ESTATES PROPERTY  
OWNERS ASSOCIATION, INC,**

By: South Point Estates  
Name: Jane Belushi  
Title: President

**Grantee:**

**CITY OF TEXAS CITY, TEXAS,**  
a political subdivision of the  
State of Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

Sanitary Sewer Easement  
0.0615 Acre

## Exhibit A

William K Wilson Survey  
Abstract No. 208

STATE OF TEXAS §

COUNTY OF GALVESTON §

A **METES & BOUNDS** description of a certain 0.0615 acre tract of land situated in the William K Wilson Survey, Abstract No. 208 in Galveston County, Texas, being out of Reserve "B" of the South Point Estates, Section 2 Phase 2B recorded under Document No. 2004062693 of the Galveston County Map Records and rights to said Reserves given to South Point Estates Association recorded under Clerk's File No. 2004074258 of the Galveston County Official Public Records of Real Property; said 0.0615 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**COMMENCING** at a found 5/8-inch iron rod with Geo cap at the southwesterly corner of said Reserve "B", common with the northwesterly corner of Reserve "C" D.E. & Lift Station of the South Point Estates Section 1, Phase 1B recorded under Document No. 2004002824 of the Galveston County Map Records and being in the easterly right-of-way line of Redfish Drive (60' right-of-way);

THENCE, North 08 degrees 40 minutes 06 seconds East, along the westerly line of said Reserve "B", common with the easterly right-of-way line of said Redfish Drive, a distance of 20.40 feet to the **POINT OF BEGINNING** of the herein described tract,


THENCE, North 08 degrees 40 minutes 06 seconds East, continuing along said common line, a distance of 20.40 feet to a point for corner from which a found 5/8-inch iron rod with Geo cap bears North 08 degrees 40 minutes 06 seconds East, a distance of 2.87 feet;

THENCE, North 87 degrees 15 minutes 41 seconds East, leaving said common line, over and across said Reserve "B", a distance of 131.96 feet to a point for corner in the easterly line of said Reserve "B", common with the westerly line of a called 5.7 acre tract of land conveyed to Galveston County Drainage District Number Two recorded under Clerk's File No. 7101363 of the Galveston County Official Public Records of Real Property;

THENCE, South 01 degrees 55 minutes 04 seconds East, along said common line, a distance of 20.00 feet to a point for corner;

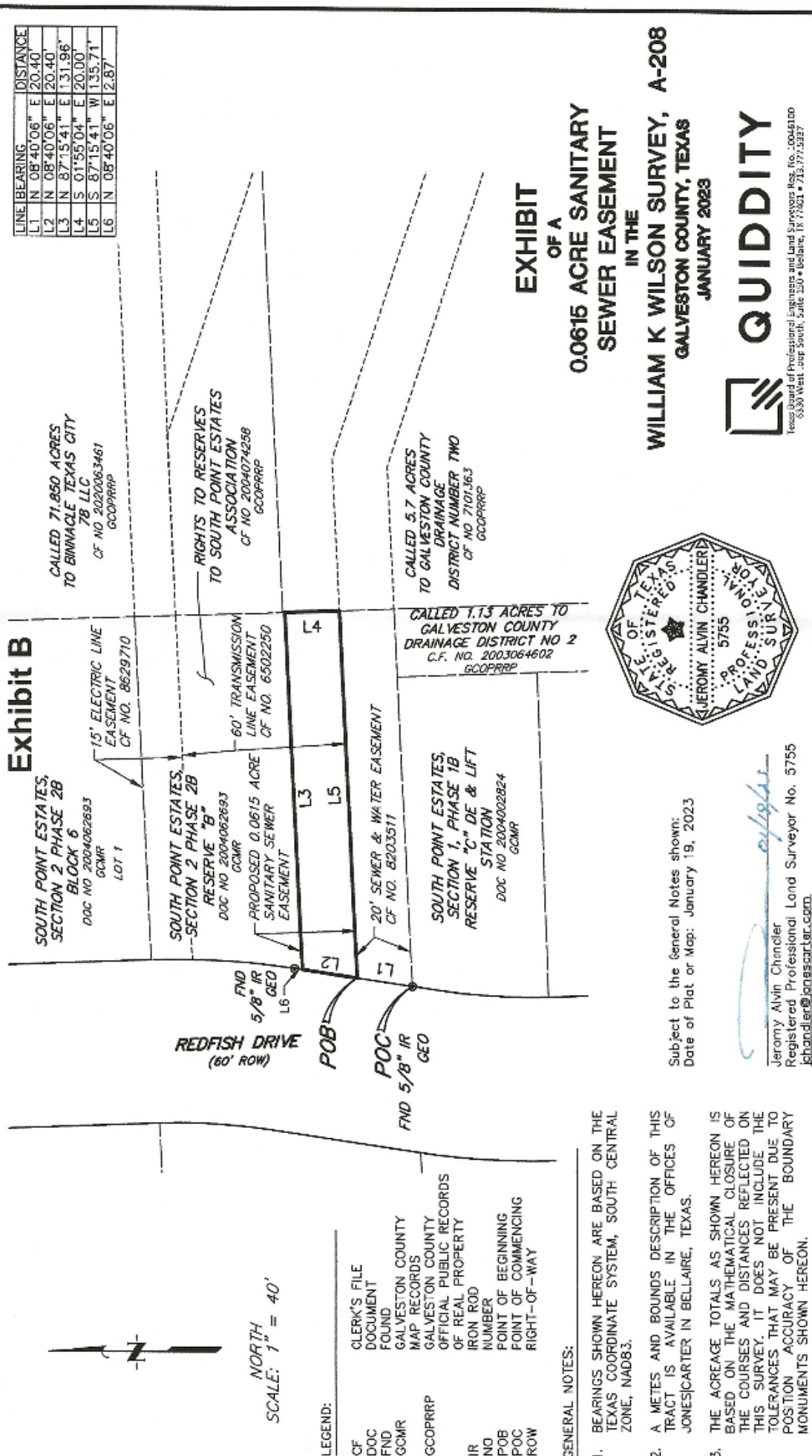
THENCE, South 87 degrees 15 minutes 41 seconds West, leaving said common line, over and across said Reserve "B", a distance of 135.71 feet to the **POINT OF BEGINNING, CONTAINING** 0.0615 acres of land in Galveston County, Texas, as shown on drawing number 18288 in the Offices of Quiddity in Bellaire, Texas.

Quiddity  
6330 West Loop South, Suite 150  
Bellaire, Texas 77401  
(713) 777-5337  
*Texas Board of Professional Land Surveying*  
*Registration No. 10046100*

  
Acting By/Through Jeromy Alvin Chandler  
Registered Professional Land Surveyor  
No. 5755  
JChandler@jonescarter.com







JAC/jv JOB No. 12575-0008-00

DWC. No. 18288

**CITY COMMISSION REGULAR MTG**

**(7) (d)**

**Meeting Date:** 09/06/2023

2022 /2023 Public Works Trucks Purchase

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

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

**Department:** Public Works

---

**Information**

**ACTION REQUEST**

Approve the purchase of two (2) F250 regular cab service body trucks and one (1) regular cab F350 4x4 service body with crane and lift gate truck from Silsbee Ford via TIPS contract number 200206.

**BACKGROUND (Brief Summary)**

Due to the earlier shortage of vehicles we were unable to get good quote numbers until now for our 2022 / 2023 capital replacement budget.

Two (2) F250 service body trucks are \$58,863.25 each totaling \$117,726.50 and the F 350 4x4 service body with crane and lift gate is \$105,058.75. The total for all three (3) trucks is \$222,784.25. These will be purchased from Silsbee Ford in Silsbee, TX. via TIPS Contract # 200206.

Funds are made available via FY 22/23 Public Works Capital Replacement Budget Fund

TIPS worksheets are attached for you review

**RECOMMENDATION**

It is the recommendation of the Public Works Department to approve this purchase.

Thank you.

---

**Fiscal Impact**

**Attachments**

Exhibit A

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PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TEXAS CITY  
Contact: DAVID REEVES

Prepared by: JARROD RUNNELS  
Phone: 409-895-3858/ 409-749-9556

<b>Email:</b>
<b>Product Description:</b>

A. Bid Item: F3C A. Base Price: 44938

B.

Code [Bid Price](#)

0

Description Bid Price

2023 FORD F350 REG CAB 4X4

0

525 CRUISE CONTROL 0

7.3L V8 GAS ENGINE

90L POWER WINDOWS/LOCKS/MIRRORS 0

10 SPD TRANSMISSION

43C 12V/400W OUTLET 175

OXFORD WHITE

	3.73 REGULAR AXLE	0		VINYL 40/20/40 , RUBBER FLOOR	
86M	DUAL BATTERY	\$ 110.00		14000# GVWR-DUAL REAR WHEEL	
67B	410 AMP ALTERNATOR			PRE ORDERED FOR THE CITY	
				Total of B. Published Options:	\$ 285.00
				Published Option Discount (5%)	\$ (14.25)
C.	Unpublished Options				
Description		Bid Price	Options		Bid Price

4X4 UPGRADE DUAL REAR WHEEL 5830

GENERAL TRUCK BODY 53845

11' KNAPEIDE STD SERVICE BODY CRANE REF

AUTOCRANE 4k ELEC/HYD, POWER ROTATION

	TOMMY GATE 1300# LIFT GATE				
	MANUAL OUTRIGGERS				
				Total of C. Unpublished Options:	\$ 59,675.00
D.					\$ -
E.					\$ -

F. Contract Price Adjustment: \$ -

G. Additional Delivery Charge: 100 miles \$ 175.00

H. Subtotal: \$ 105,058.75

I. Quantity Ordered 1 x H = \$ 105,058.75

J. Trade in: \$ -

K. Total Purchase Price \$ 105,058.75



PRODUCT PRICING SUMMARY  
TIPS USA 200206 TRANSPORTATION VEHICLES  
VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TEXAS CITY

Prepared by: JARROD RUNNELS

Contact: DAVID REEVES

Phone: 409-895-3858 / 409-749-9556

Email:

Product Description:

A. Bid Item: F2A

A. Base Price: 42416

B.

Code Bid Price

0

Description Bid Price

2023 FORD F250 REG CAB PICK UP

8' BED

6.8L V8 GAS ENGINE

10 SPD AUTO TRANS

90L POWER WINDOWS AND LOCKS

0

X4M 4:30 REAR AXLE

430

43C	120V/400W OUTLET	175			
525	CRUISE CONTROL	\$ -			
67E	250 AMP ALT	\$ 85.00			
66S	UPFITTER SWITCHES	\$ 165.00			
				Total of B. Published Options:	\$ 855.00
				Published Option Discount (5%)	\$ (42.75)
C.	Unpublished Options [not to exceed 25%]			\$=	%
Description		Bid Price	Options		Bid Price
KNAPHEIDE SERVICE STD SERVICE BODY		12810			
LADDER RACK OVER CAB TO BACK		2650			
OF SERVICE BODY					

				Total of C. Unpublished Options:	\$ 15,460.00
D.					\$ -
E.					\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 100 miles

\$ 175.00

H. Subtotal:

\$ 58,863.25

I. Quantity Ordered 2 x H =

\$ 117,726.50

J. Trade in:

\$ -

K. Total Purchase Price

\$ 117,726.50

**CITY COMMISSION REGULAR MTG**

**(7) (e)**

**Meeting Date:** 09/06/2023

Bid # 2023-436 Lift Station 30 Improvements Project

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

**Department:** Public Works

---

**Information**

**ACTION REQUEST**

Approve and award a contract for Bid # 2023-436 Lift Station 30 Improvement Project.

**BACKGROUND (Brief Summary)**

On August 1st and 8th, 2023, a notice to bidders was published in the local paper and bid packets were made available to local businesses through CivCastUSA.com and ARKK Engineers. Bids were received, opened and read aloud on August 24, 2023, at 9:30 a.m.

The lowest responsible bidder meeting all requirements was McDonald Municipal and Industrial, a Division of C. F. McDonald Electric, Inc. from Houston TX., for the total bid price of \$590,469.00.

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

**RECOMMENDATION**

It is the recommendation of the Public Works Department that the City Commission award the contract for this project to McDonald Municipal and Industrial, a Division of C. F. McDonald Electric, Inc., for the total bid amount of \$590,469.00 and that the Mayor be authorized to execute a contract on behalf of the City Commission.

The Public Works Department further recommends that the Mayor be authorized to approve any change orders, not to exceed 25% of the total contract amount, without bringing the matter before the City Commission.

---

**Fiscal Impact**

**Attachments**

Exhibit A

Exhibit B

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August 29, 2023

Mr. Corbin Ballast  
Director of Utilities  
City of Texas City  
911 Highway 146 North  
Texas City, Texas 77590

Re: **Letter of Recommendation for 2023 American Rescue Plan Act's Lift Station #30 Improvements Project**  
**BID #2023-436**  
City of Texas City  
ARKK Job No. 23-010

Dear Mr. Ballast:

On August 24, 2023, the City of Texas City received bids for the above referenced project. This project involves upgrades and site improvements to existing **Lift Station #30** located on 521 25th Ave, Texas City, TX 77590 and improvements near the City's Wastewater Treatment Plant. The improvement include:

- a. Removal and replacement of a deteriorated section of 24-inch steel discharge pipe at lift station #30 including new pipe, fittings, couplings, and valves. Rehabilitation of existing sanitary junction box manhole and a segment of 48" pipe discharging into lift station.
  - b. Installation of 30-inch and 36-inch plug valves onto an existing force main pipe header near the City Wastewater Treatment Plant.
1. Bid Tabulation Sheet – One (1) construction firm participated in the bidding process. The bid was checked for mathematical errors and/or bid irregularities.
  2. The bid received for the project is as follows:

<u>Bidder</u>	<u>Total Bid</u>
McDonald Municipal and Industrial	\$590,469.00



During the bidding phase for this project ARKK Engineer's staff reached out to several qualified contractors to generate interest and to request that they provide a bid for the project. ARKK Engineers staff followed up with these contractors after the bid opening to ascertain the reason for not submitting a bid. A majority of the contractors indicated that they did not bid the project due to non-availability of resources and manpower to meet the project schedule.

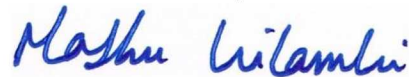
McDonald Municipal and Industrial was the lowest bidder for this project, and they submitted a list of qualifications. Based on the information provided, McDonald Municipal and Industrial has worked on projects of a similar nature for several municipalities around the City of Texas City area.

McDonald Municipal and Industrial appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the **2023 American Rescue Plan Act's Lift Station #30 Improvements Project to McDonald Municipal and Industrial for a total amount of \$590,469.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.  
Senior Project Manager

cc: Mr. Jack Haralson – City of Texas City

# Lift Station No. 30 Improvements

## Bid #2023-436

				LOW BIDDER	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	McDonald Municipal and Industrial	
BASE BID:					
1	Miscellaneous Allowance for which Approved by the City, complete in place, the sum of:	AL.	1	\$ 10,000.00	\$ 10,000.00
2	Repair Area No. 1 - 24" & 30" Discharge Header Repair at Lift Station 30, as shown on Sheet 4, includes all piping, valves, fittings, couplings, connections, pavement repair, Flow isolation, Complete in Place, the Sum of:	L.S.	1	\$ 194,000.00	\$ 194,000.00
3	Repair Area No. 2 - 30" & 36" Force Main Cut-in Valves, as shown on Sheet 6, includes all piping, valves, fittings, couplings, connections, bypassing of wastewater flows, temporary plugs, Complete in Place, the Sum of:	L.S.	1	\$ 314,571.00	\$ 314,571.00
4	Rehabilitation of sanitary junction box manhole structure with Corrosion Resistant Wall Liner as per specifications, 1.5" thickness, includes the lining of the walls, roof, and floor. Includes bypass pumping, cleaning and debris removal, removal of existing embedded T-Lok plastic wall liner, sealing of leaks, sealing and build back around pipes, complete in place, the sum of:	Square Feet	628	\$ 56.00	\$ 35,168.00
5	Cured-in-place pipe lining of existing 48" sanitary sewer, minimum dry thickness 25 mm, includes Pre and Post TV, all depths, complete in place the sum of:	L.F.	35	\$ 840.00	\$ 29,400.00
6	Obstruction removal (by remote), all depths, complete in place the sum of:	EA.	1	\$ 1,000.00	\$ 1,000.00
7	Corrosion Resistant Manhole Wall Liner, 1-inch thickness, 5' diameter manholes, complete in place the sum of:	Vertical Feet	15	\$ 422.00	\$ 6,330.00
TOTAL BASE BID ITEMS:					\$ 590,469.00
TOTAL BID:					\$ 590,469.00
RECOMMENDATION: TOTAL BID:					\$ 590,469.00

## **CITY COMMISSION REGULAR MTG**

(7) (f)

**Meeting Date:** 09/06/2023

Authorizing the submission of nominations (s) to the Galveston County Appraisal District Board of Directors

**Submitted For:** Jon Branson, Management Services

**Submitted By:** Jon Branson, Management Services

**Department:** Management Services

---

### **Information**

#### **ACTION REQUEST**

Consider and take action on Resolution No. 2023-103 authorizing the submission of nomination (s) for the Galveston County Appraisal District Board of Directors for two-year terms, beginning January 1, 2024, through December 31, 2025.

#### **BACKGROUND (Brief Summary)**

Bi-annually, the City of Texas City is offered the opportunity submit up to five (5) names to serve on the Galveston County Central Appraisal District Board of Directors. In accordance with the Property Tax Code, the City of Texas City must pass a formal resolution authorizing the submission of up to five (5) individuals to serve on the Board. The written resolution must be acted upon and submitted to the Galveston County Appraisal District (GCAD) before October 15, 2023.

Once all names are officially submitted to GCAD, an alphabetized ballot will be delivered to each City before October 30th. Once received, the City of Texas City will have 195 votes to cast for whomever the Mayor and City Commission deems appropriate. The Commission votes must be submitted in the form of a written resolution and approved by the majority of the Commission and submitted to GCAD before December 15th of this year.

#### **RECOMMENDATION**

Mayor Dedrick Johnson Sr., is recommending the following individual (s) to be nominated for consideration to the Galveston Central Appraisal District Board of Directors for the service period of January 1, 2024, through December 31, 2025:

Matt Doyle - Current Board Member

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### **Fiscal Impact**

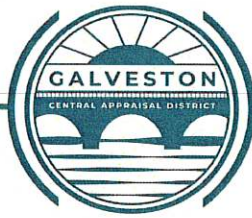
### **Attachments**

GCAD Nomination Letter

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# GALVESTON CENTRAL



# APPRAISAL DISTRICT

9850 Emmett F. Lowry Expressway, Suite A  
Texas City, Texas 77591

Phone: (409) 935 - 1980  
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

August 04, 2023

Ms. Rhomari Leigh  
City Secretary  
City of Texas City  
P.O. Box 2608  
Texas City, TX 77592

Dear Ms. Leigh:

This is selection year for the Board of Directors of the Galveston Central Appraisal District. The Board of Directors consists of five members who will serve two-year terms, beginning January 01, 2024, through December 31, 2025.

Section 6.03(a) of the Property Tax Code provides for the appointment of the County Assessor-Collector as a non-voting member of the Appraisal District Board of Directors. If the County Assessor-Collector is elected to the board as a voting member during the voting process, then this provision is not applicable. If the County Assessor-Collector is appointed as a non-voting member, the Central Appraisal District, in effect, would have a six-member board with (5) five serving as voting members and (1) one as a non-voting member. This provision has no effect on the number of votes you have in the election process.

In accordance with Sec. 6.03(e) of the Property Tax Code, the Chief Appraiser notifies the taxing entities of the number of votes to which each is entitled based on the 2022 tax levy (*Vote Allocation enclosed*), receives nominations, prepares, and distributes the ballot, counts votes, and announces the winners. Each voting unit is entitled to nominate (1) one candidate for each position to be filled, up to (5) five nominees (*Nomination Form enclosed*). The nomination must be done in open session and submitted by the presiding officer to the chief appraiser along with a **written resolution**. Please include the address and telephone number of the nominee(s) with the resolution. We ask you to return your nomination(s) and the resolution **before October 15<sup>th</sup>, 2023**. You may also email the nominations to us at [gcad@galvestoncad.org](mailto:gcad@galvestoncad.org).

An alphabetized ballot will be delivered to you before October 30<sup>th</sup>, 2023. Your vote (**and resolution**) must be submitted to the chief appraiser **before December 15<sup>th</sup>, 2023**.

I have enclosed a *Calendar of Events* for the selection process for your information. This calendar exhibits the dates prescribed by the Property Tax Code. If you have any questions, please call me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "K. McKinney", is written over a horizontal line.

Krystal L. McKinney,  
Chief Appraiser

KLM:LDF  
Enclosures

A red rectangular stamp with the word "COPY" in bold, capital letters. To the left of the word is a small square icon containing the letters "C" and "C".

# GALVESTON CENTRAL APPRAISAL DISTRICT

## 2024-2025 Board of Directors Election

### Section 6.03 Board of Directors Formula of Voting Entitlement

<b>Step 1</b>	Subsection (d)	$\frac{\text{2022 Voting Districts' Levy}}{\text{Total of all Voting Districts' Levy 2022}} \times 1000 = \quad \times 5$
<b>Step 2</b>	Subsection (e)	<p>The Chief Appraiser calculates the number of votes of each entitled taxing unit (other than a conservation and reclamation district) and delivers written notice to each unit of its voting entitlement <b>before October 1<sup>st</sup>, 2023. (Mail out August 4<sup>th</sup>, 2023)</b></p> <p><b>**Mail out early so entities can put on SEP/OCT agendas**</b></p>
<b>Step 3</b>	Subsection (g)	<p>Each unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution one candidate for each position on the board. The presiding officer of each unit shall submit the names of the nominees to the Chief Appraiser <b>before October 15<sup>th</sup>, 2023.</b></p>
<b>Step 4</b>	Subsection (j)	<p><b>Before October 30<sup>th</sup>, 2023</b>, the Chief Appraiser prepares a ballot (<i>alpha order</i>) and delivers it to the presiding officer of each entitled unit.</p>
<b>Step 5</b>	Subsection (k)	<p><b>Before December 15<sup>th</sup>, 2023</b>, the governing body shall submit to the Chief Appraiser its vote.</p>
<b>Step 6</b>	Subsection (k)	<p>Chief Appraiser counts votes and submits results to each governing body <b>before December 31<sup>st</sup>, 2023.</b></p>

# GALVESTON CENTRAL APPRAISAL DISTRICT

## 2024-2025 Board of Directors Election

### NOMINATION

*VOTING UNIT*

**City of Texas City**

You may nominate up to (5) five **before October 15<sup>th</sup>, 2023.**

*NOMINEE(S)*

1. \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone Number
2. \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone Number
3. \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone Number
4. \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone Number
5. \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone Number

***Please note: The written resolution showing the nominee's name is required.***



**A RESOLUTION OF  
[[ENTITY NAME HERE]]  
SUBMITTING THE NAMES OF FIVE NOMINEES OR LESS FOR ELECTION TO  
THE GALVESTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS**

**WHEREAS**, the Board of Directors of the Galveston Central Appraisal District consist of five members who serve two-year terms beginning January 01; and

**WHEREAS**, the Directors are elected by the voting units of the Galveston Central Appraisal District; and

**WHEREAS**, the [[VOTING BODY]] of the [[ENTITY NAME]] is a voting unit in the Galveston Central Appraisal District; and

**WHEREAS**, this is the selection year for the Board of Directors of the Galveston Central Appraisal District; and

**WHEREAS**, the [[VOTING BODY]] of the [[ENTITY NAME]] is entitled to submit the names of five nominees or less for election to the Board of Directors of the Galveston Central Appraisal District.

**NOW, THEREFORE, BE IT RESOLVED BY THE [[THE VOTING BODY]] OF [[THE ENTITY VOTING]]:**

**SECTION 1.** The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by [[THE VOTING BODY]] and made a part hereof for all purposes.

**SECTION 2.** The [[VOTING BODY]] of the [[ENTITY NAME]] hereby nominates [[CANDIDATE NAME(S)]] for the selection to the Board of Directors for the Galveston Central Appraisal District, as shown in "Exhibit A" attached hereto and incorporated herein for all intents and purposes.

**PASSED, APPROVED, AND ADOPTED** on the \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Name of Presiding Officer  
Position

**ATTEST:**

\_\_\_\_\_  
Name of Witness  
Position

INSERT SYMBOL OR  
SEAL OF ENTITY  
HERE

## 2024-2025 BOD Election Voting Allocation Sheet

ENTITIES	2022 Levy	Levy/TTL Levy	1,000	x5	Total of Votes
Galveston ISD	\$118,559,387.50	13.439%	134.3889721	671.9448603	554
Dickinson ISD	\$81,188,062.34	9.203%	92.02797409	460.1398704	409
Friendswood ISD	\$50,215,037.33	5.692%	56.91955222	284.5977611	288
High Island ISD	\$2,811,062.20	0.319%	3.186384203	15.93192101	10
Hitchcock ISD	\$14,362,346.58	1.628%	16.27995078	81.3997539	65
Clear Creek ISD	\$119,344,585.00	13.528%	135.279006	676.3950302	743
Santa Fe ISD	\$28,190,111.00	3.195%	31.95394409	159.7697204	146
Texas City ISD	\$84,562,486.73	9.585%	95.85293839	479.264692	501
City of Galveston	\$42,938,000.30	4.867%	48.67091374	243.3545687	252
City of Texas City	\$34,424,756.37	3.902%	39.02101486	195.1050743	195
City of La Marque	\$6,824,770.65	0.774%	7.735987267	38.67993634	37
City of Hitchcock	\$3,221,241.80	0.365%	3.651329375	18.25664687	17
City of Jamaica Beach	\$89,177.47	0.102%	1.01923212	5.096160601	5
City of Dickinson	\$5,947,290.87	0.674%	6.741349828	33.70674914	36
City of Friendswood	\$18,398,643.02	2.086%	20.8551577	104.2757885	100
City of Kemah	\$919,244.61	0.104%	1.041978546	5.20989273	4
City of League City	\$47,293,087.50	5.361%	53.60747511	268.0373755	309
City of Santa Fe	\$2,731,745.92	0.310%	3.096477924	15.48238962	17
Village of Tiki Island	\$2,521,843.26	0.286%	2.858549884	14.29274942	9
City of Bayou Vista	\$1,066,300.71	0.121%	1.208669	6.043344999	6
Galveston County Road and Flood	\$3,595,810.28	0.408%	4.075908769	20.37954385	23
<b>GALVESTON COUNTY</b>	\$153,861,704.40	17.440%	174.4047159	872.0235794	983
Galveston College	\$16,109,511.46	1.826%	18.26039027	91.30195133	91
College of the Mainland	\$42,224,480.76	4.786%	48	239.3106393	199
<b>Total Levy Amount Voting Entities:</b>	\$882,210,688.06	100.000%	1000	X5	5000

Formula: 2022 Voting Districts Levy/ Grand Total All Voting Levy	%	X1000	X5	equals # of Votes
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Total votes to be elected: 834

**CITY COMMISSION REGULAR MTG****Res 13-079****Meeting Date:** 09/06/2023

Consider approval of the City of Texas City's Investment Policy.

**Submitted For:** Laura Boyd, Finance**Submitted By:** Laura Boyd, Finance**Department:** Finance

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**Information****ACTION REQUEST**

Consider approval of the City of Texas City Investment Policy.

**BACKGROUND (Brief Summary)**

In 1995, the City adopted an Investment Policy to comply with the Texas Public Funds Investment Act (TPFIA). The City of Texas City's Investment Policy mandates how City funds are to be managed and invested. The Policy requires annual review and approval by the City Commission.

No changes to the policy this year.

**RECOMMENDATION**

Recommend approval of the city's investment policy.

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**Fiscal Impact****Attachments**CTC Investment Policy

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# ***City of Texas City, Texas***

## ***Investment Policy***



*Amended March 15, 2017*

*via City Commission Ordinance*

# City of Texas City, Texas

## Investment Policy

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## INVESTMENT STRATEGY

The investment strategy, of the City of Texas City, Texas, is adopted to provide investment guidelines that will minimize the risk of loss, whereby the City of Texas City, Texas will pursue a passive investment strategy. In order to make effective use of the City's resources, all monies shall be pooled into one fund, except for those monies required to be accounted for in other accounts as stipulated by applicable laws, bond covenants, contracts or City policy. Investments will be purchased with the intent of holding to maturity and will only be sold early under exceptional circumstances. In purchasing investments, the Investment Officer will attempt to follow a ladder strategy to ensure that the portfolio will meet the City's liquidity needs. Investment priorities, in order of priority, are as follows:

1. **Suitability** – Any investment allowed by the Investment Policy is suitable.
2. **Preservation and Safety of Principal** – Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.
3. **Liquidity** – The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operational requirements that might reasonably be anticipated.
4. **Marketability** – Investments should have an active and efficient secondary market to enable the City to liquidate investments prior to the maturity if the need should arise.
5. **Diversification** – The Investment Officer will attempt to maintain a diversified portfolio with regard to security type, financial institution providing the security, and maturity.
6. **Yield** – The City's investment portfolio shall be designed with the objective of attaining the maximum rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow characteristics of the portfolio.



## **City of Texas City, Texas**

### **Investment Policy**

The Public Funds Investment Act, Chapter 2256, Texas Government Code, as Amended ("PFIA" herein), requires each city to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of the City of Texas City funds.

#### **I. POLICY**

It is the policy of the City of Texas City, Texas ("City") to invest public funds in a manner that will ensure the preservation of capital, conform to all applicable State and Local statutes governing the investment of public funds and provide reasonable investment returns. The City shall invest all funds deemed in excess of current needs. "Current needs" are hereby defined as expenditures to be required within a given ninety- (90) - day period

#### **II. SCOPE**

The investment policy applies to all the financial assets and funds held by the City, except for the Firemen's Relief and Retirement Fund. These funds are defined in the City of Texas City's Comprehensive Annual Financial Report and include:

##### **Funds**

1. General Funds
2. Special Revenue Funds
3. Capital Projects Funds
4. Enterprise Funds
5. Internal Service Funds
6. Debt Service Funds
7. Trust and Agency Funds

Any new funds created by the City will be subject to this policy unless specifically exempted by the City Council. To maximize the effective investment of assets, all funds mentioned above will pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

### **III. INVESTMENT OBJECTIVES**

The City of Texas City shall manage and invest its cash with three (3) primary objectives, listed in order of priority: **safety, liquidity, and yield**. The safety of principal invested always remains the primary objective.

#### **Safety**

Safety of principal is the foremost objective of the City. Investment of City funds shall be undertaken in a manner that seeks to ensure the preservation of capital and the protection of investment principal in the overall portfolio.

#### **Liquidity**

The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated disbursement schedules of the City.

#### **Yield**

The City's investment portfolio shall be designed with the objectives of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow of the portfolio. Return on investment is of least importance compared to the safety and liquidity objectives described above. "Market rate of return" may be defined as the average yield of the current three-month U.S. Treasury Bill or such other index that closely matches the average maturity of the portfolio.

### **IV. STANDARDS OF CARE**

#### **Delegation of Investment Authority**

Article 11, Section 1 of the Charter of the City of Texas City designates the Director of Finance. The Director of Finance, acting on behalf of the City Commission, is designated as the Investment Officer of the City and is responsible for investment management decisions and activities. The Director of Finance may appoint an Investment Officer whose responsibility shall be to invest the funds on behalf of the City in accordance with this investment policy. The City Commission is also responsible for considering the quality and capability of staff, investment advisors, and consultants involved in investment management and procedures. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program, which are consistent with this investment policy. Procedures will include reference to safekeeping, require and include PSA

### **Delegation of Investment Authority (continued)**

master repurchase agreements, wire transfer agreements; banking services contracts, and other investment related activities.

The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Investment Officer shall designate a staff person as a liaison/deputy in the event circumstances require timely action and the Investment Officer is not available.

No officer or designee may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer and approved by the Director of Finance.

### **Investment Training**

The Chief Financial Officer and all designated Investment Officers of the City shall:

- (1) Attend at least one training session, from an independent source approved by the City Commission and containing at least 10 hours of instruction relating to the responsibilities under this policy within 12 months after taking office or assuming duties; and
- (2) Attend an investment training session not less than once in a two-year period and receive not less than 8 hours of instruction relating to investment responsibilities.

Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act.

### **Standard of Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose to the Mayor any personal business relationship in financial institutions with which they conduct business. An employee or officer has a personal business relationship with a business organization if:

1. The employee or officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;



### **Standard of Ethics and Conflicts of Interest (continued)**

2. Funds received by the employee or officer from the business organization exceed 10 percent of the employee's gross income for the previous year; or
3. The employee or officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the employee or officer.

They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio including an individual who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity. Disclosure under this section shall be accomplished by filing a statement with the Texas Ethics Commission and the City Commission.

### **Prudence**

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit or market price changes provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

### **Cash Flow Forecasting**

Cash flow forecasting is designed to protect and sustain cash flow requirements of the City. Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes. Cash flow will include historical researching and monitoring of specific cash flow items, payables and receivables as well as overall cash position and patterns.

### **Internal Controls/Annual Compliance Audit**

The Investment Officer shall establish a system of written internal controls which shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees of the City. In conjunction with the City's annual financial audit, a compliance audit shall be performed of management controls on investments and adherence to the City's established investment policies.

## **V. SUITABLE AND AUTHORIZED INVESTMENTS**

Acceptable investments under this policy shall be limited to the instruments as described by the Texas Government Code; Chapter 2256, Sections 2256.09 through 2256.011 and Sections 2256.013 through 2256.016 of the Public Funds Investment Act. Investment of funds in any instrument or security not authorized for investment under the Act is prohibited.

### **Authorized**

1. Direct Obligations of the United States Government: U.S. Treasury Bills, U.S. Treasury Notes, and U.S. Treasury Bonds as well as Bonds or other interest bearing obligations for which the principal and interest are guaranteed by the full faith and credit of the United States government. Federal Agencies and instrumentalities including but not limited to, discount notes, callables and debentures of the Federal National Mortgage Association (FNMA), the Federal Home Loan Bank (FHLB), the Federal Farm Credit Bank (FFCB), and the Federal Home Loan Mortgage Corporation (FHLMC).
2. Time Certificates of Deposit, insured by the Federal Deposit Insurance Corporation (FDIC) or its successor, in state or national banks. Any deposits exceeding FDIC insurance limits shall be collateralized at 102% of the face amount of the Certificate of Deposit by securities listed in 1 above and held by the City's custodial bank. Bids for Certificates of Deposit may be solicited orally, in writing, electronically or using any combination of these methods.
3. Repurchase Agreements with a defined termination date of 90 days or less collateralized by securities listed in 1 above. Collateral must have a minimum market value of 102% of the repurchase agreement, and must be held by the custodian bank or other independent third-party custodian contracted by the City. Bond proceeds may be invested in flexible repurchase agreements with maturity dates not exceeding the expected final project expenditure if a formal bidding process is followed and properly documented for IRS purposes.

### **Authorized (continued)**

4. AAA-rated Investment Pools organized under the Texas Inter-local Cooperation Act that follow the requirements in the Public Funds Investment Act and which have been specifically approved by the City Commission.
5. Commercial Paper maturing within 180 days carrying a minimum rating of A-1, P-1 or F-1.
6. AAA-rated Money Market Mutual Funds registered with the Securities and Exchange Commission that invests exclusively in investments described in this section.

### **Not Authorized**

The following security types are not permitted:

1. Interest-Only Strips (IO's): Obligations whose payments represent the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no principal.
2. Principal-Only Strips (PO's): Obligations whose payments represent the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
3. Collateralized Mortgage Obligations (CMO's): Obligations that have a stated final maturity date of greater than 10 years.
4. Any security, the interest rate of which is determined by an index that adjusts opposite to the changes in the Market Index (inverse floaters).

## **VI. FINANCIAL DEALERS AND INSTITUTIONS**

### **Authorized Brokers/Dealers**

The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list shall also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state laws.

### **Authorized Brokers/Dealers (continued)**

All financial institutions and brokers/dealers who desire to become a qualified bidder for investment transactions must supply the Investment Officer with a completed Broker/Dealer Questionnaire and Certification, which shall include the following:

1. An audited financial statement for the most recent period.
2. Proof of certification by the Financial Industry Regulatory Authority (FINRA).
3. Proof of current registration with the State Securities Commission.

Financial institutions eligible to transact investment business with the City shall be presented a written copy of this Investment Policy.

Additionally, the registered principal of the business organization seeking to transact investment business shall execute a written instrument substantially to the effect that the registered principal has received and reviewed this Investment Policy, and acknowledge that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City.

The City Commission shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

The City may appoint one or more Investment Advisors to assist the City's financial staff in the management of the City's funds. The Investment Advisor must be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and with the State Securities Board. To be eligible for consideration, an Investment Advisor shall demonstrate knowledge of and experience in the management of public funds. The Investment Advisors qualifications will be checked by all appropriate means, including reference checks with the Advisor's other clients, the State Securities Board and the Securities and Exchange Commission. An appointed Investment Advisor shall act within the guidelines of this Investment Policy while transacting business on behalf of the City.

1. Appointment of an Investment Advisor shall otherwise be according to the City's normal purchasing procedures for selecting professional services. Appointment may not exceed a term of two years. A renewal or extension of the contract must be made by City Commission resolution.
2. The City may not purchase any securities from the Investment Advisor, or a parent or other affiliated company of the Investment Advisor.
3. The Investment Advisor is prohibited from making soft-dollar arrangements of any kind.



### **Authorized Brokers/Dealers (continued)**

4. All contracted Investment Advisors shall report book value and market value of investment holdings, the total investment return, and such other information requested by the Director of Finance as often as requested by the Director.

### **Depository**

At least every five (5) years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

1. The ability to qualify as a depository for public funds in accordance with state and local laws.
2. The ability to provide requested information or financial statements for the period specified.
3. The ability to meet all requirements in the banking RFP.
4. Complete response to all required items on the bid form.
5. Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
6. The credit worthiness and financial stability of the bank.

The bank depository contract is subject to City Commission approval.

### **Competitive Bids**

Investment transactions will normally be conducted based on comparison of a minimum of three (3) quotes obtained from any of the approved brokers with attention to yield as well as diversification with regard to issuing entity and broker/dealer. Limitations of time and supply may provide otherwise. Security transactions that may be purchased without competitive offers include: a) transactions with money market mutual funds; b) local government investment pools and c) new securities still in syndicate priced at par.

### **Delivery vs. Payment**

All security transactions, including collateral for repurchase agreements *but excluding investment pool and mutual funds*, entered into by the City, shall be conducted on a delivery versus payment (DVP) basis.

## **VII. SAFEKEEPING AND CUSTODY**

### **Safekeeping Agreement**

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits.

### **Safekeeping and Custody**

Safekeeping and custody of securities and collateral shall be in accordance with state law. Securities and collateral will be held by a third party custodian designated by the Investment Officer and held in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Original safekeeping receipts shall be obtained.

### **Collateralization**

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all investments and funds on deposit with a depository bank, other than investments, which are obligations of the U.S. Government, its agencies and instrumentalities, and government sponsored enterprises. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on deposits or investments less than an amount insured by the FDIC.

Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

The right of collateral substitution is granted.

## **VIII. INVESTMENT PARAMETERS**

### **Maximum Maturities**

To the extent possible, the City of Texas City, will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of purchase. Additionally, the City will maintain a dollar-weighted average maturity of two (2) years or less.

### **Diversification**

It is the intent of the City to diversify the investment instruments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should be flexible depending on the outlook for the economy and securities market. If conditions warrant, the guidelines below may be exceeded by approval of the Mayor.

1. U.S. Treasury Securities ..... 100%
2. Agencies and Instrumentalities ..... 75%
3. Certificates of Deposit ..... 100%
4. Money Market Mutual Funds..... 30%
5. Repurchase Agreements..... 20%
6. Commercial Paper ..... 20%
7. Authorized Pools ..... 70%

### **IX. REPORTING**

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer should prepare and submit to the City Commission a written report of the investment transactions for all funds of the City for the preceding reporting period. The report must:

1. Describe in detail the investment position of the City on the date of the report.
2. Contain a summary statement of each pooled fund group that states the beginning market value for the reporting period and additions and changes to the market value for the period.
3. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested.
4. State the maturity date of each separately invested asset that has a maturity date.

5. State the pooled group fund in the City for which each individual investment was acquired.
6. The quarterly report will be prepared jointly by all investment officers and be signed by all investment officers.
7. State all accrued interest payable.
8. State the compliance of the investment portfolio as it relates to this policy and the Public Funds Investment Act (PFIA).

### **Marking to Market**

The market values of the City's investments shall be obtained from a reliable outside source, which has access to investment market values.

## **X. PERFORMANCE STANDARDS**

### **Performance Standards**

The investment policy shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs.

### **Performance Benchmark**

The City of Texas City, Texas investment strategy is passive. Given this strategy, the benchmark to be used by the Investment Officer to determine whether market yields are being achieved shall be the average closing yield during the reporting period comparable to the portfolios dollar-weighted average maturity in days.

## **XI. POLICY ADOPTION**

### **Annual Review and Adoption of Investment Policy**

The City Commission shall adopt the City's investment policy. The Director of Finance and City Commission shall review the policy and investment strategies on an annual basis. The City Commission must approve any changes.



## **GLOSSARY**

### **-A-**

**Accrued Interest** – The accumulated interest due on a bond as of the last interest payment made by the issuer.

**Agency** – A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

**Amortization** – The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

**Asked** – The price at which securities are offered.

**Average Life** – The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund features is expected to be outstanding.

### **-B-**

**Basis Point** – A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., “1/4” of 1 percent is equal to 25 basis points.

**Bid** – The indicated price at which a buyer is willing to purchase a security or commodity.

**Book Value** – The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security’s current value in the market.

**Broker** – A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

### **-C-**

**Callable Bond** – A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

### **-C- (continued)**

**Call Price** – The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

**Call Risk** – The risk to a bondholder that a bond may be redeemed prior to maturity.

**Cash Sale/Purchase** – A transaction that calls for delivery and payment of securities on the same day the transaction is initiated.

**Certificate of Deposit (CD)** – A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typical negotiable.

**Collateralization** – Process by which a borrower pledges securities, property, or other deposits for the purposes of securing the repayment of a loan and/or security.

**Commercial Paper** – An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

**Comprehensive Annual Financial Report (CAFR)** – The official annual report for the City of Texas City. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

**Convexity** – A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

**Coupon Rate** – The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. It is also known as the interest rate.

**Credit Quality** – The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

**Credit Risk** – The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

**-D-**

**Dealer** – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**Delivery Versus Payment (DVP)** – A type of security transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

**Derivative Security** – Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

**Discount** – The amount by which the par value of a security exceeds the price paid for the security.

**Discount Securities** – Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

**Diversification** – A process of investing assets among a range of security types by sector, maturity, and quality rating.

**Duration** – A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

**-F-**

**Fair Value** – The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

**Federal Funds (Fed Funds)** – Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered immediately available funds.

**Federal Funds Rate** – Interest rate charged by one institution lending federal funds to the other.

## **-F- (continued)**

**Federal Credit Agencies** – Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

**Federal Deposit Insurance Corporation (FDIC)** – A federal agency that insures bank deposits, currently up to \$250,000 per depository account.

**Federal Home Loan Banks (FHLB)** – The institutions that regulates and lend to savings and loans associations. The Federal Home Loan Banks play a role similar to that played by the Federal Reserve Banks versus member commercial banks.

**Federal National Mortgage Association (FNMA)** – FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**Federal Open Market Committee (FOMC)** – Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**Federal Reserve System** – The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

**Financial Industry Regulatory Authority (FINRA)** – A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.



**-G-**

**Government Securities** – An obligation of the U.S. Government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See “Treasury Bills, Notes, and Bonds”.

**-I-**

**Interest Rate** – See “Coupon Rate”.

**Interest Rate Risk** – The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

**Internal Controls** – An internal control structure designated to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

- **Control of collusion** – Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- **Separation of transaction authority from accounting and record keeping** – By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- **Custodial safekeeping** – Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

**Inverted Yield Curve** – A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

**Investment Company Act of 1940** – Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

**Investment Policy** – A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

**-I- (continued)**

**Investment-grade Obligations** – An investment instrument suitable for purchase by institutional investors under the prudent person rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

**-L-**

**Liquidity** – A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value.

**Local Government Investment Pool (LGIP)** – An investment by local governments in which their money is pooled as a method for managing local funds.

**-M-**

**Mark-to-Market** – The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

**Market Risk** – The risk that the value of a security will rise or decline as a result of changes in market conditions.

**Market Value** – Current market price of a security.

**Maturity** – The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See “Weighted Average Maturity”.

**Money Market** – The market in which short-term debt instruments (bills, commercial paper, banker’s acceptances, etc.) are issued and traded.

**Money Market Mutual Fund** – Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury Bills, commercial paper, bankers’ acceptances, repos and federal funds).

**Mutual Fund** – An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940.

**-N-**

**Net Asset Value** – The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets that includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below).  $[(\text{Total assets}) - (\text{Liabilities})] / (\text{Number of shares outstanding})$

**No Load Fund** – A mutual fund that does not levy a sales charge on the purchase of its shares.

**Nominal Yield** – The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the “coupon”, “coupon rate”, or “interest rate”.

**-O-**

**Offer** – An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the “Ask price”.

**-P-**

**Par** – Face value or principal value of a bond, typically \$1,000 per bond.

**Portfolio** – Collection of securities held by an investor.

**Positive Yield Curve** – A chart formation that illustrates short-term securities having lower yields than long-term securities.

**Premium** – The amount by which the price paid for a security exceeds the security's par value.

**Prime Rate** – A preferred interest rate change charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

**Principal** – The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

**Prospectus** – A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain financial statements.

## **-P- (continued)**

**Prudent Person Rule** – An investment standard outlining the fiduciary responsibilities of public investors relating to investment practices.

## **-Q-**

**Qualified Public Depositories** – A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

## **-R-**

**Rate Of Return** – The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

**Reinvestment Risk** – The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

**Repurchase Agreement (repo or RP)** – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

**Reverse Repurchase Agreement (Reverse repo)** – An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

**Rule 2a-7 of the Investment Company Act** – Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13-month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar (\$1.00).

## **-S-**

**Safekeeping** – Holding of assets (e.g., securities) by a financial institution.

**Secondary Market** – A market made for the purchase and sale of outstanding issues following the initial distribution.



## **-S- (continued)**

**Securities & Exchange Commission** – Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**Serial Bond** – A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

**Sinking Fund** – Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

**Swap** – Trading one asset for another.

## **-T-**

**Term Bond** – Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

**Total Return** – The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. (Price Appreciation) + (Dividends paid) + (Capital gains) = Total Return

**Treasury Bills** – Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three and six month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

**Treasury Bonds** – Marketable, fixed-interest U.S. government debt securities with maturities of more than ten years and issued in minimum denominations of \$1,000. Treasury bonds make interest payments semi-annually and the income that holders receive is only taxed at the federal level.

**Treasury Notes** – Marketable, U.S. government debt securities with fixed interest rates and maturities between 1 to 10 years. Treasury notes can be bought either directly from the U.S. government or through banks.

**-U-**

**Uniform Net Capital Rule** – SEC Rule 15C3-1 – Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1: also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities. This is one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

**-V-**

**Volatility** – A degree of fluctuation in the price and valuation of securities.

**Volatility Risk Rating** – A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns (“aaa” by S&P; “V-1” by Fitch) to those that are highly sensitive with currently identifiable market volatility risk (“ccc” by S&P; “V-10” by Fitch).

**-W-**

**Weighted Average Maturity (WAM)** – The average maturity of all the securities that comprise a portfolio. According to the SEC Rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

**When Issued (WI)** – A conditional transaction in which an authorized new security has not been issued. All “when issued” transactions are settled when the actual security is issued.

**-Y-**

**Yield** – The current rate of return on an investment security generally expressed as a percentage of the security’s current price.

**Yield-to-call (YTC)** – The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

**Yield Curve** – A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

**-Y- (continued)**

**Yield-to-maturity** – The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

**-Z-**

**Zero-coupon Securities** – Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of gradual accretion of the principal of the security and is payable at par upon maturity.

**ATTACHMENT A**  
**CITY OF TEXAS CITY, TEXAS**  
**BROKER/DEALER QUESTIONNAIRE AND CERTIFICATION**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Years Established: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

\_\_\_\_\_  
PRIMARY REPRESENTATIVE/MANAGER/PARTNER-IN-CHARGE:

Primary Representative(s):

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Manager/Partner-in-Charge:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_



Note: If a question does not apply to your organization, please place an "N/A" as your answer, so that it is not left blank.

1. Are you a primary dealer in U.S. Government Securities? ☐ Yes ☐ No

If yes, for how long has your firm been a primary dealer?  Years

2. What was your firm's total volume in U.S. Government and Agency Securities last year?

Firm Wide \$   
(Securities purchase and sold only)

# Transactions

Local Office \$   
(Including repurchase Agreements)

# Transactions

3. Which instruments are offered regularly by your local desk?

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> T-Bills            | <input type="checkbox"/> S and L CDs    | <input type="checkbox"/> Instrumentality's |
| <input type="checkbox"/> Treasury           | <input type="checkbox"/> BAs (Domestic) | <input type="checkbox"/> Commercial Paper  |
| <input type="checkbox"/> Notes/Bonds        | <input type="checkbox"/> BAs (Foreign)  | <input type="checkbox"/> Other (Specify)   |
| <input type="checkbox"/> Agencies (Specify) | <input type="checkbox"/> Bank CDs       |  |

4. Identify the personnel who will be trading with or quoting securities to our government's employees. (Please attach resumes for each person)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

CRD Number: \_\_\_\_\_

CRD Number: \_\_\_\_\_

Number of Years with Firm: \_\_\_\_\_

Number of Years with Firm: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

5. Have any or your clients ever sustained a loss on a securities transaction arising from a misunderstanding or misrepresentation of the risk characteristics of the instrument?

☐ Yes ☐ No

If yes, please explain below:

6. Has your firm or any of your employees ever been subject to a regulator or state/federal agency investigation for alleged improper, fraudulent, disputable or unfair activities related to the sale of securities?

☐Yes    ☐No

If yes, please explain below:

7. How many and what percentage of your transactions failed:

Last Month?   %

Last Year?   %

8. Please explain your normal custody and delivery process. Who audits these fiduciary systems?

9. Will you provide a faxed and/or electronic copy of the trade ticket, no later than one business day after the trade is made?

☐Yes    ☐No

The following information needs to be included:

- a. Security Type and Cusip Number
- b. Issue Date, Maturity Date, Settlement Date, Trade Date, Call Date, Pay Date
- c. Risk Class, Risk Factor
- d. Rating
- e. Coupon Rate
- f. Par Value and Price

10. Does your firm consistently comply with the Federal Reserve Bank's capital adequacy guideline?

☐Yes    ☐No

By what factor (1.5x, 2x, etc.) does your firm presently exceed the capital adequacy guidelines measure of risk?

INCLUDE certified documentation of your capital adequacy as measured by Federal Reserve standards.

11. Please provide audited financial statements for the most current year and other indicators regarding your firm's capitalization. Audited Financial Statements enclosed?

☐ Yes    ☐ No

12. Please provide the following: (Note: Do not answer with "see financial report" as that will be construed as an unanswered question.)

a. Debt/Equity

b. Assets (in Millions)

c. Net Capital (in Millions)

d. Volume of Security Transactions (in Millions)

e. Total Liabilities (in Millions)

f. Total Stockholders' Equity (in Millions)

13. Are you representing a parent corporation or a subsidiary of another corporation?

☐ Yes    ☐ No

If yes, please furnish audited financial statements on your parent corporation as well as your subsidiary. Audited financial statements enclosed?

☐ Yes    ☐ No

14. Describe the precautions taken by your firm to protect the interest of the public when dealing with government agencies as investors.

15. Provide a description of the Capital line and trading limits that support/limit the office that would conduct business with our government.

16. ATTACH a copy of your National Association of Securities Dealers Registration.

17. ATTACH a copy of your State of Texas Securities Commission Registration.

18. Do you participate in the Securities Investors Protection Corporation (S.I.P.C.)?

☐ Yes    ☐ No

If no, please explain below:

19. Enclose a complete schedule of fees and charges for various transactions. Schedule of fees and charges enclosed?

☐ Yes    ☐ No

20. Do you give perfected security interest in securities under repurchase agreements?

☐ Yes    ☐ No

21. Please identify (at least five for each trader you include in this questionnaire and certification) your most directly comparable public sector clients preferably in our geographical area.

Trader Name:

	Entity	Contact Person	Telephone	Client Since
1.				
2.				
3.				
4.				
5.				

Trader Name:

	Entity	Contact Person	Telephone	Client Since
1.				
2.				
3.				
4.				
5.				



Broker/Dealers are evaluated by the answers given on this questionnaire. Be sure to complete each question to your fullest ability and return the request by the due date in order for your company to be considered.

The City's Investment Policy has been included in the packet. The representative assigned to the account must acknowledge that they have received, read and understand the Policy by signing the Texas Public Funds Investment Act Certification by Dealer Form included in the packet.

**Checklist:**

- ☐ Certified documentation of your capital adequacy enclosed.
- ☐ Audited financial statement enclosed.
- ☐ Copy of your National Association of Securities Dealer Registration enclosed.
- ☐ Copy of your State of Texas Securities Commission Registration enclosed.
- ☐ Schedule of fees and charges enclosed.

## **ATTACHMENT B**

### **City of Texas City, Texas Texas Public Funds Investment Act Certification by Dealer**

This certification is executed on behalf of \_\_\_\_\_  
(the Investor) and \_\_\_\_\_ (the Dealer) pursuant  
to the Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes  
Annotated (the Act) in connection with investment transactions conducted between the  
Investor and Dealer.

The undersigned Qualified Representative of the Dealer hereby certifies on behalf of the  
Dealer that:

1. The Dealer Qualified Representative is duly authorized to execute this Certification  
on behalf of the Dealer, and
2. The Dealer Qualified Representative has received and reviewed the Investment Policy  
furnished by the Investor, and
3. The Dealer has implemented reasonable procedures and controls in an effort to  
preclude investment transactions conducted between the Dealer and the Investor  
that are not authorized by the entity's investment policy, except to the extent that this  
authorization is dependent on an analysis of the makeup of the entity's entire  
portfolio or requires an interpretation of subjective investment standards.

#### **Dealer Qualified Representative**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Attachment C**

### **RECOMMENDED SPONSORS OF INVESTMENT TRAINING**

- Government Finance Officers Association of Texas (GFOAT)
- Government Treasurers Association of Texas (GTOT)
- Texas Municipal League (TML)
- University of North Texas (UNT)
- State of Texas

ATTACHMENT D  
CITY OF TEXAS CITY, TEXAS  
QUALIFIED BROKERS/DEALERS

Hilltop Securities  
A Hilltop Holdings Company  
3 Riverway, Suite 1400  
Houston, TX 77056  
Phone: 832-681-4601  
Stuart Ford  
Erle Hoppe

Merrill Lynch  
2100 Ross Avenue, Suite 1100  
Dallas, Texas 75201  
Phone: 800-574-1610

Wells Fargo Advisors  
2700 Post Oak Blvd., Ste. 800  
Houston, Texas 77056  
Phone: 713-599-6700

SWBC Investment Services, LLC  
15106 Cranbourne  
Houston, Texas 77062  
Phone: 281-851-6508  
Paul Grover



## **CITY COMMISSION REGULAR MTG**

(8) (a)

**Meeting Date:** 09/06/2023

Building Regulations: Construction

**Submitted For:** David Zacherl, Fire Department

**Submitted By:** David Zacherl, Fire Department

**Department:** Fire Department

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### **Information**

#### **ACTION REQUEST**

Consider and take action on the third and final reading of Ordinance No. 2023-28, amending Chapter 150 'Building Regulations; Construction" related to additional authority regarding substandard structures.

#### **BACKGROUND (Brief Summary)**

There has been a change in titles of personnel. There is a new position titled director of municipal services filled by the former director of community development and a new director of community development assigned.

Currently, Section 150.038 Emergency Demolitions assigns requirements of the Ordinance to the fire marshal, director of community development and the chief building official.

We are proposing to add the new position director of municipal services to the list of personnel and maintain the director of community development as currently assigned. The intent is there must be a triumvirate of these four officials in concurrence before a structure may be abated by emergency demolition.

#### **RECOMMENDATION**

The Fire Chief recommends approval of the proposed addition of the director of municipal services to the Ordinance.

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### **Fiscal Impact**

**Funds Available Y/N:** No

**Amount Requested:** 0

**Source of Funds:** 0

**Account #:** 0

**Fiscal Impact:**

There is no fiscal impact to the proposed Ordinance amendment.

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**Attachments**

Ordinance Draft, Third Reading

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**ORDINANCE NO. 23-**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, OF THE CITY OF TEXAS CITY, TEXAS, TITLE XV - LAND USAGE, CHAPTER 150, "BUILDING REGULATIONS; CONSTRUCTION", REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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

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

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

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

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

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

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

**Section 3.** The City of Texas City's Code of Ordinances, Section 150.038 is hereby **amended** as follows:

§150.038 Emergency Demolitions.

(A) Emergency arising from sudden acts or occurrences.

- (1) Where it appears to the fire marshal, director of community development, **director of municipal services**, or chief building official or their designees, that due to structural defects or conditions arising from, but not limited to, fire, accident, water damage, vandalism, or other sudden act or occurrence thereby threatening the structural integrity of a building, there is clear and imminent danger to the life, safety or property of any person unless the building is immediately demolished, either of these aforesaid officials shall declare its immediate vacation and demolition regardless of the date of construction. The concurrence of ~~the other~~ two **other** aforesaid officials shall be required prior to execution of the commencement of the demolition. Such concurrence shall include a determination that under the circumstances no other abatement procedure is reasonably available except demolition.
  - (2) Notice that the structure has been determined to be a clear and imminent danger to life, safety or property of any person shall be issued:
    - a. By placard affixed to the property or by stake driven into the ground. It shall be unlawful for any person to remove the posted notice without written permission from the fire marshal and no unauthorized person shall enter the building for any purpose.
  - (3) For residential structures, demolition should commence within seventy-two (72) hours after the notice or as soon thereafter as is reasonable and as soon as possible for any commercial structure(s) after consideration of any environmental issue(s) and/or compliance with other applicable law(s).
- (B) Emergency arising from long-term deterioration.
- (1) Where it appears to the fire marshal, director of community development, **director of municipal services** or chief building official or their designees, that structural defects or conditions arising from long-term deterioration threaten the structural integrity of a building such that there is clear and imminent danger to the life, safety or property of any person unless the building is immediately demolished, either of these aforesaid officials shall declare its immediate vacation and demolition. The concurrence of ~~the other~~ two **other** aforesaid officials shall be required prior to the execution of the commencement of the demolition. Such concurrence shall include a determination that under the circumstances no other abatement procedure is reasonably available except demolition. Upon a determination that an emergency demolition is warranted by either (A) or (B) above, the following actions shall be taken:
  - (2) Notice that the structure has been determined to be a clear and imminent danger to life, safety or property of any person shall be issued:

- a. By placard affixed to the property or by stake driven into the ground. It shall be unlawful for any person to remove the posted notice without written permission of the **Director of Engineering & Planning or their designee** ~~director-of development services~~ and no unauthorized person shall enter the building for any purpose;
  - b. Via hand-delivery to the owner(s) of record per the Galveston County Appraisal District records only if the owner(s) resides within Galveston County; or
  - c. If hand-delivery to the owner(s) of record per the Galveston County Appraisal District records for owner(s) residing within Galveston County is not able to be accomplished after reasonable efforts are made, Notice may be given in whatever means are available to afford the owner(s) with such Notice as determined by the City Attorney; and
  - d. By email to the Mayor.
- (3) Within seventy-two (72) hours of notice, a plan of action to stabilize the structure, secure the structure, and/or bring the structure up to all current adopted City Codes and Ordinances must be developed and presented to the fire marshal, the director of community development, **director of municipal services** or chief building official. Said plan of action shall then be approved by the Director of Engineering & Planning or their designee.
- a. If the plan is approved, said plan must be implemented within forty-eight (48) hours of approval or as soon thereafter as is reasonable and as soon as possible for any commercial structure(s) after consideration of any environmental issue(s) and/or compliance with other applicable law(s). If stabilization and securing of the structure is begun within forty-eight (48) hours of approval, the structure shall be scheduled for the next available hearing before the Texas City Municipal Court of Record for presentation of a scope of work with dates certain for completion of rehabilitation, or
  - b. If the plan is determined to be infeasible by the fire marshal, the director of community development, **director of municipal services** or chief building official the required affidavits shall be executed for commencement of the emergency demolition or if there is a pending case regarding the structure in the Texas City Municipal Court of Record, an Order from the Court authorizing the emergency demolition.
  - c. The emergency demolition process shall commence not later than ninety-six (96) weekday hours, exclusive of weekends and holidays, after the last required written concurrence is made.
  - d. After execution of the emergency demolition, the officials responsible shall:



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

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

e. The historical designation, location or significance of a building or structure shall not prohibit, prevent, or stay an emergency demolition of a dangerous building or structure determined to be a clear and imminent danger to the life, safety or property of any person. Demolition shall be the remedy of last resort and if the structure can be vacated and secured and feasibly repaired or the condition remedied so that the structure shall no longer be an imminent danger it shall first be ordered.

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

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

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

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

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

**Section 7.** This is the third of three readings as required by the Charter.

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

**PASSED AND ADOPTED this \_\_ day of \_\_\_\_\_, 2023.**

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

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Rhomari Leigh  
City Secretary

\_\_\_\_\_  
Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**Ord 13-52**

**Meeting Date:** 09/06/2023

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.

**BACKGROUND (Brief Summary)**

A budget amendment is needed to transfer funds from the General Fund (fund 101) to the Capital Equipment Replacement Fund (fund 602). These two funds work together for the purchase of capital equipment and machinery. Each Fund 101 department needing capital equipment purchases that equipment through Fund 602 and then makes annual payments from their General Fund budget so that when the equipment needs to be replaced, funds are available for that purpose. When the FY 22/23 Budget was adopted in September 2022, the General Fund departmental contributions to the Capital Equipment Replacement Fund were not included. The General Fund unassigned fund balance is projected to be sufficient to afford the transfer between funds at this time. The transfer amount is \$2,000,000.00.

Funds will come from the General Fund's unassigned fund balance.

**RECOMMENDATION**

Budget Amendment:

General Fund-Fund 101

Transfer to Other Funds increase of \$2,000,000.00

Capital Equipment Replacement Fund-Fund 602

Transfer from General Fund increase of \$2,000,000.00

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG****(8) (c)****Meeting Date:** 09/06/2023

Amend the fiscal year 2022/2023 budget

**Submitted For:** Laura Boyd, Finance**Submitted By:** Laura Boyd, Finance**Department:** Finance

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**Information****ACTION REQUEST**

Consider approval of a request to amend the fiscal year 2022-2023 budget to appropriate funds for purchase of EMS and Fire equipment through a grant from Southeast Texas Housing Finance Corporation (SETH).

**BACKGROUND (Brief Summary)**

Texas City Emergency Medical Services (EMS) and Texas City Fire Department applied to Southeast Texas Housing Finance Corporation (SETH) for funding the purchase of King Vision video laryngoscope for intubations, automated external defibrillators (AED) for new engines, and high angle/confined space rescue equipment. SETH approved the applications and awarded a total of \$10,000.

A budget amendment is required for the receipt of funds from SETH and then for the purchase of the equipment.

**RECOMMENDATION**

Budget Amendment:

**SETH Fund (229) Fire Department (202):**

EMS equipment \$5,000.00

Fire equipment \$5,000.00

Grant Revenue (\$10,000.00)

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**Fiscal Impact****Attachments**SETH grant

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## APPLICATION FOR FUNDS

Jurisdiction Name: City of Texas City (EMS) Department

Physical Address: 1725 25th St. N

City, Zip: Texas City, TX 77590

Mailing Address: 1801 9th Ave. N

Texas City, TX 77590

Contact Person: Titilayo Smith Telephone: 409-643-5731

Email Address: tsmith@texascitytx.gov

Alternate Contact: wendell wiley Telephone: 409-643-5705

Email Address: wwiley@texascitytx.gov

**Propose Use of Funds:** *(use additional sheets if necessary)*

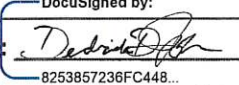
Purchase of King Vision video laryngoscope for intubations.

AED for new engines.

Anticipated Start Date: 9/1/23 Anticipated Completion Date: 1/31/24

Amount of Funds Requested: \$4,465.99 (cannot exceed \$5,000)

DocuSigned by:

Authorized Signature: 

8253857236FC448...

Print Name: Dedrick D. Johnson, Sr.

Title: Mayor

Date: 8/10/2023

**SETH OFFICE USE ONLY**

SETH Board Member: GEORGIA BARZILAY

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **PLEASE MAIL TO:**

**Attn: Executive Director**

**Southeast Texas Housing Finance Corporation**

**11111 South Sam Houston Parkway East**

**Houston, Texas 77089**





## APPLICATION FOR FUNDS

Jurisdiction Name: City of Texas City (FIRE) Department

Physical Address: 1725 25th St N.

City, Zip: Texas City, TX 77590

Mailing Address: 1801 9th Ave. N, Texas City, TX 77590

Contact Person: Titilayo Smith Telephone: 409-643-5731

Email Address: tsmith@texascitytx.gov

Alternate Contact: David Zacherl Telephone: 409-643-5702

Email Address: dzacherl@texascitytx.gov

**Propose Use of Funds:** *(use additional sheets if necessary)*

Purchase of high angle/confined space rescue equipment. Please see attached quote.

Anticipated Start Date: 9/1/23 Anticipated Completion Date: 9/29/23

Amount of Funds Requested: \$4,995.30 (cannot exceed \$5,000)

DocuSigned by:

Authorized Signature: David Zacherl  
FF3BD1CC76404F2...

Print Name: David Zacherl

Title: Fire Chief

Date: 8/3/2023

**SETH OFFICE USE ONLY**

SETH Board Member: GEORGIA BARZILAY

Signature: Verbal approval

Date: 8-8-23

**PLEASE MAIL TO:**

**Attn: Executive Director**

**Southeast Texas Housing Finance Corporation**

**11111 South Sam Houston Parkway East**

**Houston, Texas 77089**

## CITY COMMISSION REGULAR MTG

Ord 13-52

**Meeting Date:** 09/06/2023

Amend the fiscal year 2022/2023 budget

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

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### Information

#### ACTION REQUEST

Consider approval of a request to amend the fiscal year 2022-2023 budget to accept and appropriate the Community Development Block Grant Mitigation funds for drainage improvements and shelter expansion projects.

#### BACKGROUND (Brief Summary)

The City was awarded funding from Community Development Block Grant Regional Mitigation Program (CDBG MIT-MOD) application 2022-100137-RMP in the amount of \$8,012,700.00. The Texas General Land Office (GLO) will administer this grant. Vendor invoices will be approved by GLO, funds sent to the City, and then vendors get paid.

In September 2022, the City of Texas City was allocated funds under the CDBG MIT-MOD Program by the Houston-Galveston Area Council (H-GAC) on behalf of the Texas General Land Office (GLO). These funds must fund projects that reduce local risks, foster long-term community resilience that is forward-looking and encourage the prioritization of local investments with local impacts in risk reduction for hurricanes, tropical storms and depressions, and flooding. Although funds were allocated in September 2022, the grant was not formally awarded to the City until June 20, 2023. Some preliminary work, i.e. engineering and planning, has already been done under contracts Commission approved in October and December 2022 with grant consulting/administration firm GrantWorks, Inc. and engineering firms, KSA Engineering and Amani Engineering.

A budget amendment is needed to create a new fund to account for the grant revenues and project expenditures.

Information is attached.

#### RECOMMENDATION

Budget Amendment:

##### **CDBG MIT-MOD (Fund 245):**

Drainage Improvements	\$3,784,354.00
Shelter Expansion Projects	\$4,228,346.00
Grant Revenue (CDBG MIT-MOD)	(\$8,012,700.00)

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**Fiscal Impact**

**Attachments**

MIT-MOD grant

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TEXAS GENERAL LAND OFFICE  
COMMISSIONER DAWN BUCKINGHAM, M.D.

June 20, 2023

The Honorable Dedrick Johnson  
Mayor  
City of Texas City  
1801 9<sup>th</sup> Avenue N.  
Texas City, TX 77590

VIA EMAIL: [djohnson@texascitytx.gov](mailto:djohnson@texascitytx.gov)

Re: Notice of Eligibility – Regional Mitigation Program Application 2022-100137-RMP

Dear Mayor Johnson:

Thank you for applying to the Regional Mitigation Program. The Texas General Land Office (GLO) has reviewed the City of Texas City application and determined it to be eligible for Community Development Block Grant Mitigation (CDBG-MIT) funding for the following projects:

Project Title:	City of Texas City MIT MOD Drainage Improvements
CDBG-MIT Amount:	\$3,784,354.00
Project Title:	City of Texas City MIT MOD Shelter Expansion Projects
CDBG-MIT Amount	\$4,228,346.00

Contract documents will be emailed via DocuSign for execution, followed by a contract Kickoff Workshop. A GLO Grant Manager will be assigned to assist you in meeting program requirements and the terms of your executed Subrecipient Agreement.

The GLO is dedicated to facilitating successful implementation and completion of your Regional Mitigation Program application projects. If you have any immediate questions regarding this notice, you may contact your assigned GLO Grant Manager, Dawn Riggs at, [dawn.riggs.glo@recovery.texas.gov](mailto:dawn.riggs.glo@recovery.texas.gov).

Sincerely,

Esmeralda R. Sánchez  
Director of Grant Management

cc: Titilayo Smith, Grant Administrator, City of Texas City  
Lenore Hellman, Grant Specialist, GrantWorks, Inc.  
Mahesh Dutta, Executive Vice President, Amani Engineering  
Sandy Cantner, Sr. Project Manager, KSA Engineering  
Dawn Riggs, Grant Manager, GLO  
Carey SpenceLenss, Manager, GLO

1700 North Congress Avenue, Austin, Texas 78701-1495  
P.O. Box 12873, Austin, Texas 78711-2873  
512-463-5001 [glo.texas.gov](http://glo.texas.gov)

**CITY COMMISSION REGULAR MTG****Ord 13-52****Meeting Date:** 09/06/2023

Amend the fiscal year 2022/2023 budget

**Submitted For:** Laura Boyd, Finance**Submitted By:** Laura Boyd, Finance**Department:** Finance

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**Information****ACTION REQUEST**

Consider approval of a request to amend the fiscal year 2022-2023 budget to appropriate funds from Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act for exterior repairs at the Moore Memorial Public Library.

**BACKGROUND (Brief Summary)**

The United States Department of the Treasury has allocated the Coronavirus State and Local Fiscal Recovery Funds (CSLFR) under the American Rescue Plan Act. These funds are to be used for specific listed eligible uses in the following categories: public health and economic impacts, premium pay, revenue loss, and investments in infrastructure. The City of Texas City has been awarded \$10,309,444.00. The funds must be obligated by December 31, 2024 and expended by December 31, 2026.

Some of the funding has already been allocated and is being spent on assistance to households and utilities infrastructure.

This request is for funding of exterior building repairs at the Moore Memorial Public Library, not to exceed \$500,000.00. See attached listing of items.

Funding will come from the American Rescue Plan's unassigned fund balance.

**RECOMMENDATION**

Budget Amendment:

**American Rescue Plan - CSLFR Fund (Fund 243):**

Library building repairs	\$500,000.00
Unassigned fund balance	(\$500,000.00)

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**Fiscal Impact****Attachments**Library repairs

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## Cheryl Loewen

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**From:** Karl Schaack <[kschaack@priceconsulting.com](mailto:kschaack@priceconsulting.com)>  
**Sent:** Tuesday, May 30, 2023 3:26 PM  
**To:** Cheryl Loewen; DJ Hutchinson  
**Subject:** RE: building assessment

### **\*\*EXTERNAL EMAIL\*\***

Based on our assessment we recommend the following:

- 1) Replace windows: \$150,000 - \$200,000
- 2) Repair Roof (Yr 1): \$20,000 - \$30,000; Replace Roof (3-5 yrs): \$820,000 - \$920,000
- 3) Clean & Repair Copper Wall Panels: \$30,000 - \$40,000
- 4) Repair masonry veneer: \$30,000 - \$40,000
- 5) Repair plaster: \$40,000 - \$50,000
- 6) Repair doors: \$5,000 - \$10,000

Working on the report and should have to you first part of next week. If you have any questions, please let me know.

Thanks

Karl A. Schaack, P.E., RRC  
President  
Price Consulting, Inc.  
211 Highland Cross Drive  
Suite 220  
Houston, Texas 77073  
281-209-1724 office  
281-827-9250 cell



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**From:** Cheryl Loewen <[cloewen@texascitytx.gov](mailto:cloewen@texascitytx.gov)>  
**Sent:** Tuesday, May 30, 2023 10:01 AM  
**To:** Karl Schaack <[kschaack@priceconsulting.com](mailto:kschaack@priceconsulting.com)>; DJ Hutchinson <[djhutchinson@texascitytx.gov](mailto:djhutchinson@texascitytx.gov)>  
**Subject:** RE: building assessment

Good morning Karl,  
Just checking in to make sure we are on track to get a preliminary report on the library's assessment before my meeting with the Mayor tomorrow.

Thanks, Cheryl

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**From:** Karl Schaack <[kschaack@priceconsulting.com](mailto:kschaack@priceconsulting.com)>  
**Sent:** Monday, May 15, 2023 5:12 PM  
**To:** DJ Hutchinson <[djhutchinson@texascitytx.gov](mailto:djhutchinson@texascitytx.gov)>

## CITY COMMISSION REGULAR MTG

(8) (f)

**Meeting Date:** 09/06/2023

Amend fiscal year 2022-2023 budget

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

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### Information

#### **ACTION REQUEST**

Consider and take action, amending the City's fiscal year 2022-2023 budget to appropriate funds to remodel the Municipal Court front desk area. (Finance)

#### **BACKGROUND (Brief Summary)**

Per Municipal Court, the purpose, scope of work performed, and technical needs in the customer service/cashier area have changed significantly since the building was originally constructed. The remodel in the amount of \$45,596.91, will allow for a safer, more efficient and ergonomic workflow area.

Funding will be provided by the Municipal Court Building Efficiency Fund unassigned fund balance.

#### **RECOMMENDATION**

Budget Amendment:

##### **Municipal Court Efficiency Fund (Fund 235); Municipal Court (205):**

Land and Building Improvements \$46,000.00

Unassigned fund balance (\$46,000.00)

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### Fiscal Impact