

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

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS MEETING

AGENDA

DECEMBER 6, 2023 - 3:30 P.M.

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

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

1. DECLARATION OF QUORUM
2. ROLL CALL
3. CONFLICT OF INTEREST DECLARATION
4. Consider Approval of the November 15, 2023 Meeting Minutes.
5. PUBLIC COMMENTS
6. NEW BUSINESS
  - a. Discussion and possible action on Resolution No. 2023-31, approving the purchase of property located within the Industrial Business District (GCAD 225427), as well as associated closing/title fees.
  - b. Discussion and possible action on Resolution No. 2023-32, approval of purchase from The Luck Company for furniture and fixtures at the 6th Street business accelerator.
  - c. Discussion and possible action on Resolution No. 2023-33, approval to pay closing fees and taxes on TCEDC Properties to participate in the General Land Office Home Rebuilding Project.

- d. Discussion and possible action on Resolution No. 2023-34, authorizing an agreement with Marsh Darcy Partners for Professional Consulting Services for development assistance for Shoal Point.
  - e. Discussion and possible action on Resolution No. 2023-35, approval of purchasing property located within the Industrial Business District (GCAD 223876).
7. UPDATES AND REPORTS
- a. Small Business Development Center Update  
TexasCity-La Marque Chamber of Commerce  
Texas City ISD Update  
Dickinson ISD Update
  - b. City of Texas City Staff Update
8. REQUEST AGENDA ITEMS FOR FUTURE MEETINGS
9. ADJOURNMENT

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON DECEMBER 1, 2023, AT 3:30 P.M., AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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Texas City Economic Development Corporation

**TCEDC Agenda**

**4.**

**Meeting Date:** 12/06/2023

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

**Department:** City Secretary

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**ACTION REQUEST (Brief Summary)**

Consider Approval of the November 15, 2023 Meeting Minutes.

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Attachments**

Minutes

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TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS MEETING

MINUTES

NOVEMBER 15, 2023 - 3:30 P.M.

CITY HALL CONFERENCE ROOM

The Texas City Economic Development Corporation Board of Directors met on November 15, 2023, at 3:30 p.m., in the City Hall Conference Room, 1801 9th Avenue North, in Texas City, Texas. A quorum having been met, the meeting was called to order at 3:32 p.m. by Mark Ciavaglia with the following in attendance:

(1) DECLARATION OF QUORUM

(2) ROLL CALL

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

Absent: Teresa Poston, Director  
Vacant, Director

Staff Present: Jon Branson, Executive Director of Management Services  
Kristin Edwards, Economic Development Director  
Rhomari Leigh, Board Secretary  
Ryan McClellan, City Staff  
Ariel Callis, City Staff  
Titilayo Smith, City Staff  
George Fuller, Texas City  
Chria McCall, Texas City

Attendees: Melissa Duarte, TCISD  
Tim Culp, TC-LM Advisor  
Carla Voelkel, DISD  
Alexis Kopp  
Jamie Louviere  
Henry Gomez

(3) CONFLICT OF INTEREST DECLARATION

Mark Ciavaglia stated he has a conflict of interest on New Business item e.

(4) Consider Approval of the October 4, 2023, Meeting Minutes.

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

**Vote:** 3 - 0 CARRIED

**(5)** PUBLIC COMMENTS

Henry Gomez, resident, gave a public comment.

**(6)** NEW BUSINESS

- (a)** Consider and take action on the election of Officers and Oath of Officers.

Randy Dietel made a motion to appoint Mark Ciavaglia as Chairperson and Randy Dietel as Vice-Chairperson. The motion was seconded by Mayor Dedrick Johnson.

- (b)** Discussion and possible action on Resolution No. 2023-26, approving the actions of the board for the 2022-2023 fiscal year.

Our City Attorney has recommended this Resolution to validate the smaller items not budgetary in nature, or that typically do not need the Board's approval in a formal meeting, such as a change order under the allowable percentage of advertisement in a newspaper and approved within the budget.

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

**Vote:** 3 - 0 CARRIED

- (c)** Discussion and possible action on Resolution No. 2023-27, accepting a proposal from Generocity Services, Inc. (Choice Partners Contract No. 23/016MR-17), for renovation and improvements at the 6th Street business accelerator.

Kristin Edwards stated that since the purchase, staff has worked with contractor Generocity Services, Inc., as the Public Works Department recommended, to identify needed repairs and improvements to optimize the facility. After several site visits, the final repair proposal has been submitted for \$194,795.35. \$300,000 was included in the Economic Development Corporation's FY24 budget for building improvements and FFE (furniture, fixtures, and equipment). The proposal will leave available funding to purchase furniture and decor for the facility.

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

**Vote:** 3 - 0 CARRIED

- (d)** Discussion and possible action on Resolution No. 2023-28, approving the purchase of property located within the Industrial Business District (GCAD 223992).

Kristin Edwards stated that Taunya Black has approached TCEDC staff on behalf of landowner Benny Black, Jr., who owns a piece of property near the intersection of 2nd Street and Texas Avenue within the IBD. The Galveston County Appraisal District lists the property as ID No. 223992, and it is .14 acres or 6,098.4 square feet in size. Staff made a conditional offer to purchase the property at a rate of \$2.45/square foot, calculating a total of \$14,941.08, contingent upon approval by the EDC. Funding is available within the existing budget to

purchase the property.

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

**Vote:** 3 - 0 CARRIED

- (e) Discussion and possible action on Resolution No. 2023-29, approving the purchase of property located within the Industrial Business District (GCAD 225427).

This item was TABLED.

- (f) Consider and take action on Resolution No. 2023-30, approving the purchase of property located within the Industrial Business District (GCAD ID# 175798 and GCAD ID# 175795).

Kristin Edwards stated that TCEDC staff has been approached by landowner Rudy Moreno, who owns two pieces of property within the IBD, located near the intersection of Texas Avenue and 31st Street S. The properties are listed by the Galveston County Appraisal District as ID No. 175798 and ID No. 175795. They are .1481 acres each, or 6,450 square feet each, in size. Staff made a conditional offer to purchase both pieces of property at \$2.45/square foot, calculating a total of \$31,605, contingent upon approval by the EDC. Funding for the purchase is available in the existing budget.

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

**Vote:** 3 - 0 CARRIED

**(7) UPDATES AND REPORTS**

- (a) City of Texas City Staff Update

Ariel Callis and Kristin Edwards gave PowerPoint presentations.

**(8) ADJOURNMENT**

Having no further business, Mark Ciavaglia adjourned the meeting at 4:22 p.m.

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Board Secretary  
Texas City Economic Development Corporation

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

## TCEDC Agenda

6. a.

**Meeting Date:** 12/06/2023

Consider approval of purchase of property located within the Industrial Business District (GCAD 225427).

**Submitted For:** Kristin Edwards, Economic Development

**Submitted By:** Kristin Edwards, Economic Development

**Department:** Economic Development

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### **ACTION REQUEST (Brief Summary)**

Consider approval of purchase of property located within the Industrial Business District (GCAD 225427), as well as associated closing/title fees.

### **BACKGROUND**

The Texas City Economic Development Corporation (TCEDC) has historically purchased property located in the Industrial Business District – which cannot be used for residential or general retail purposes - to support Light Industrial use.

TCEDC staff was approached by Wade Comeaux, who purchased a piece of property located at 919 2<sup>nd</sup> Avenue South, within the IBD. Mr. Comeaux inquired about TCEDC purchasing said property. The property is listed by the Galveston County Appraisal District as ID# 225427, and it is .14 acres, or 6,250 square feet, in size.

Staff made a conditional offer to purchase the property at a rate of \$2.45/square foot, (TCEDC's established purchase price for property in the IBD) calculated to be \$15,312 total, contingent on approval by the TEDC. Additionally, the TEDC is being asked to approve closing and title fees in an amount estimated to be approximately \$1,000.

With taxes owed totaling \$6,678.14, the total payout to Mr. Comeaux would be \$8,633.86.

### **ANALYSIS**

Approve the purchase of property located within the Industrial Business District (GCAD 223876), as well as associated closing/title fees.

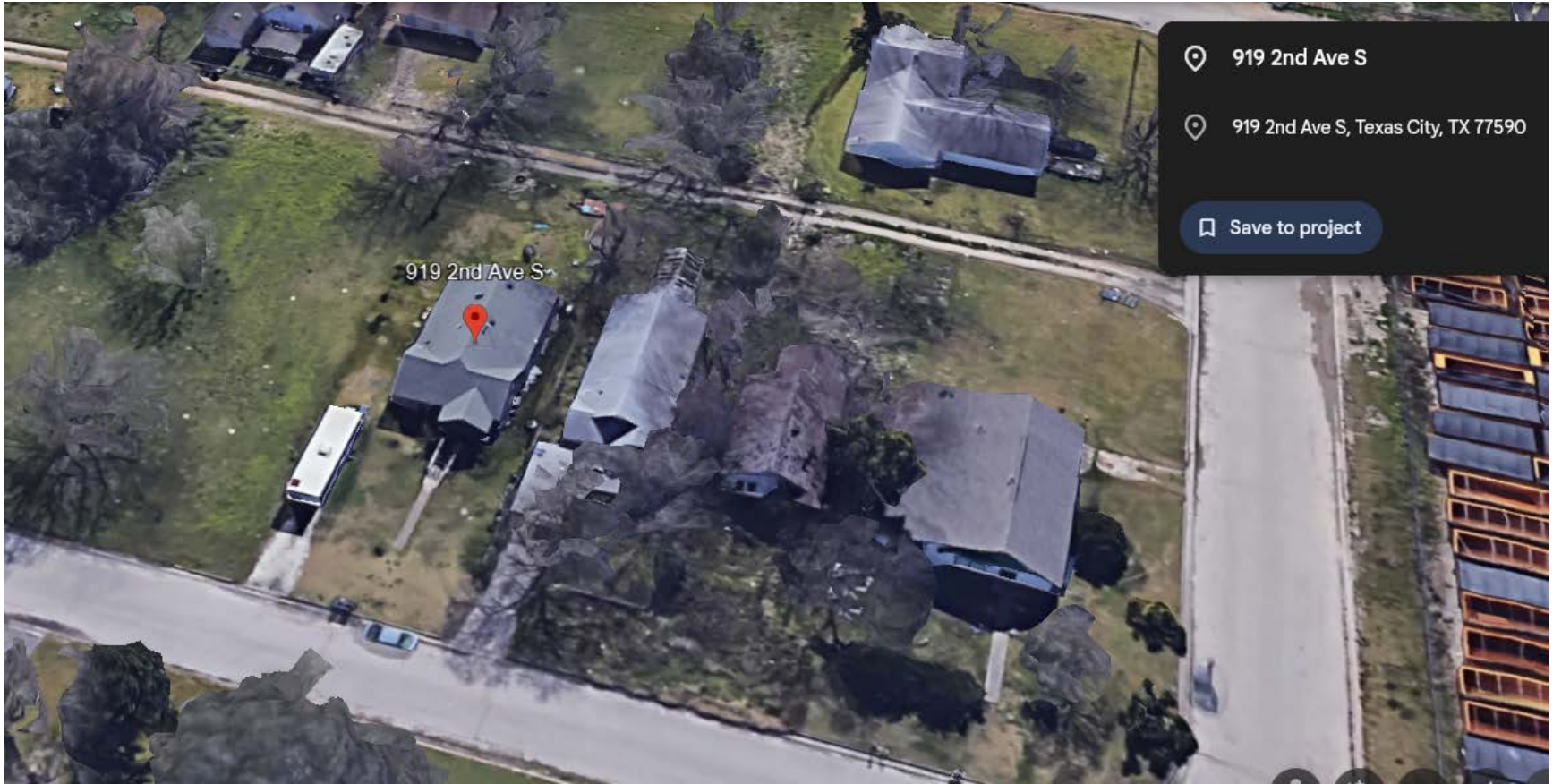
### **ALTERNATIVES CONSIDERED**

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#### **Attachments**

IBD - Comeaux  
Resolution

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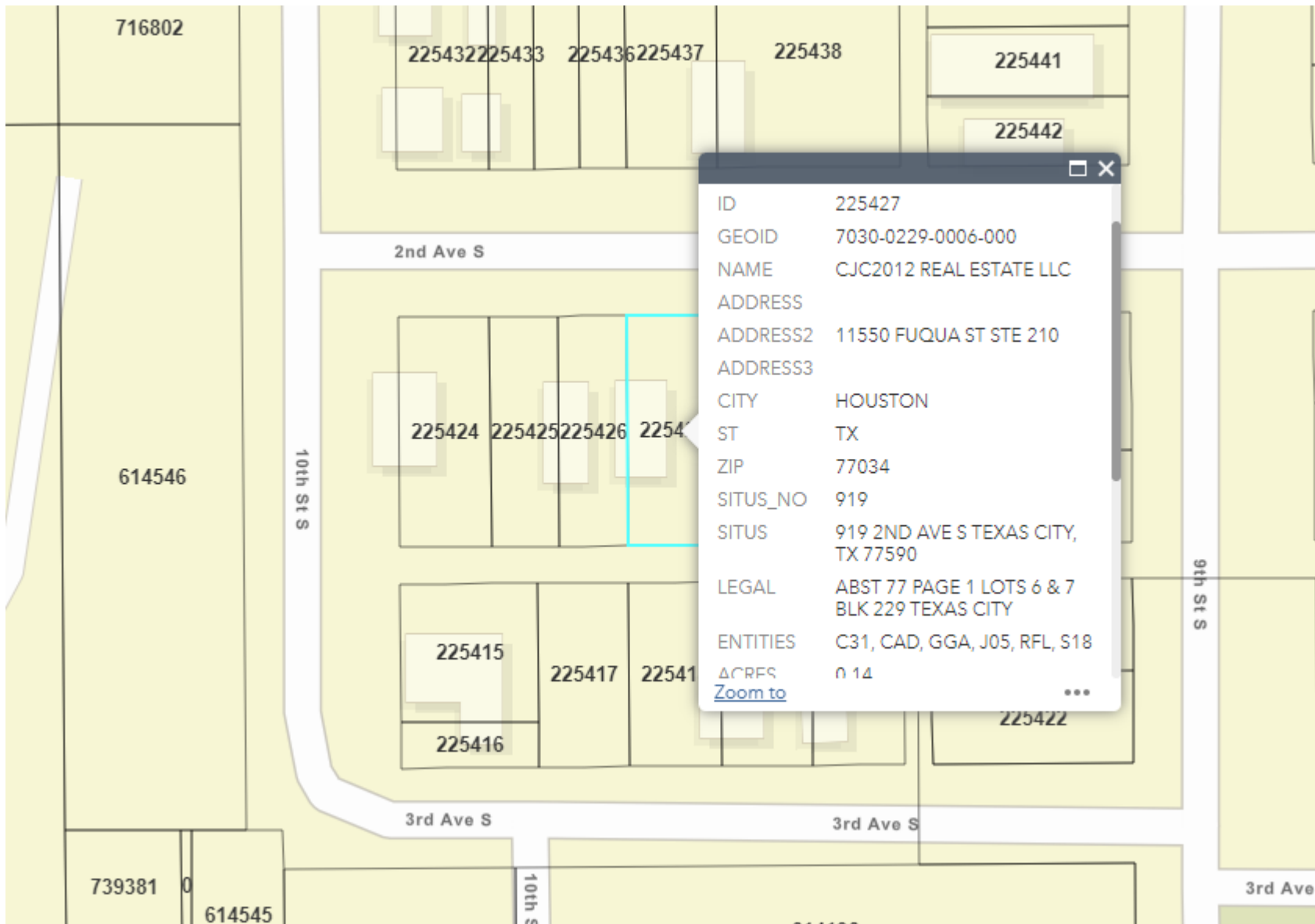


919 2nd Ave S

919 2nd Ave S, Texas City, TX 77590

Save to project





ID	225427
GEOID	7030-0229-0006-000
NAME	CJC2012 REAL ESTATE LLC
ADDRESS	
ADDRESS2	11550 FUQUA ST STE 210
ADDRESS3	
CITY	HOUSTON
ST	TX
ZIP	77034
SITUS_NO	919
SITUS	919 2ND AVE S TEXAS CITY, TX 77590
LEGAL	ABST 77 PAGE 1 LOTS 6 & 7 BLK 229 TEXAS CITY
ENTITIES	C31, CAD, GGA, J05, RFL, S18
ACRES	0.14
<a href="#">Zoom to</a>	...

**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 2023-31**

**A RESOLUTION APPROVING THE PURCHASE OF PROPERTY LOCATED AT 919 2ND AVENUE SOUTH, WITHIN THE IBD (GALVESTON COUNTY APPRAISAL DISTRICT AS ID NO. 225427); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on November 15, 2023, a general discussion was held concerning the purchase of property located at 919 2nd Avenue South, within the IBD. The property is listed by the Galveston County Appraisal District as ID No. 225427, in the amount of \$15,312.00, contingent on approval by the TEDC. Additionally, the TEDC is being asked to approve closing and title fees estimated to be approximately \$1,000.

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

**SECTION 1:** The Board of Directors of the Texas City Economic Development Corporation hereby approves the purchase of property located at 919 2nd Avenue South, within the IBD. The property is listed by the Galveston County Appraisal District as ID No. 225427, in the amount of \$15,312.00, contingent on approval by the TEDC. Additionally, the TEDC is being asked to approve closing and title fees estimated to be approximately \$1,000.

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

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

**PASSED AND ADOPTED this 6th day of December 2023.**

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CHAIRPERSON/VICE CHAIRPERSON  
Texas City Economic Development Corporation

ATTEST:

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BOARD SECRETARY  
Texas City Economic Development Corporation

## TCEDC Agenda

6. b.

**Meeting Date:** 12/06/2023

Consider approval of a bid from The Luck Company for furniture and fixtures at the 6th Street business accelerator.

**Submitted For:** Kristin Edwards, Economic Development

**Submitted By:** Kristin Edwards, Economic Development

**Department:** Economic Development

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### **ACTION REQUEST (Brief Summary)**

Consider approval of a bid from The Luck Company for furniture and fixtures at the 6<sup>th</sup> Street business accelerator.

### **BACKGROUND**

In its five-year Strategic Plan, the Texas City Economic Development Corporation directed staff to establish a business incubator/ "business accelerator" on 6<sup>th</sup> Street. Staff identified and purchased a facility located at 607 6<sup>th</sup> Street and purchase the property during fiscal year 2023. Since the purchase, staff has worked with The Luck Company (State Purchasing Contract) to determine the ideal furniture and fixtures for the facility. After multiple site visits, the final bid for these items has been submitted in the amount of \$91,269.12.

A total amount of \$300,000 is budgeted for in the Economic Development Corporation's FY24 budget for building improvements and furniture/fixtures. The proposed bid allows these two areas to fall within the established budget.

### **ANALYSIS**

Staff recommends approval of a bid from The Luck Company for furniture and fixtures at the 6<sup>th</sup> Street business accelerator in the amount of \$91,269.12.

### **ALTERNATIVES CONSIDERED**

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#### **Attachments**

Luck Company - Furniture bid  
Resolution

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# QUOTE

Number AAAQ3016

Date Nov 29, 2023

## THE LUCK COMPANY

Your Single Source for Commercial Furniture

6106 WISTER LANE HOUSTON, TX 77008,

T. (713) 527-0708 F. (713) 634-2664

Name/Address
<b>City of Texas City</b> 1801 9th Ave. N. Texas City, TX 77590

Terms
Due upon receipt

Description	Qty	Cost	Total
<b>OFS Omnia Contract #R191813</b>			
Administration office: 1 - U group consisting of 1 - 72" single ped credenza, 1 - 48" bridge, 1 - 72" single ped desk, - 72" hutch with tackboard and task light. 1 - 96" single ped desk with a single ped 42" return. 1- 36" round conference table with X base. All standard laminate: Char	1	\$7,060.20	\$7,060.20
Mail Room: 1 - 72"x 24"x42" table - in Char laminate.	1	\$2,394.84	\$2,394.84
Offices 1, 2 and 3: 2 L groups consisting of 1 - 36" corner unit, 1 - 48" single ped return, and 1 - 42" single ped return. All in standard laminate: Char	3	\$4,134.48	\$12,403.44
Office 4: 2 - L groups 1 - 36" corner unit with a 48" single ped return, and a 42" single ped return 1 - 36" corner unit, and 1 - 30" single ped return, and 1 - single ped 60" return. All in standard laminate: Char	1	\$5,034.54	\$5,034.54
Office 5: 2 L groups consisting of the following: 1 - 36" corner unit, 1- 48" single ped return, and 1 - 36" single ped return. All in standard laminate: Char	1	\$4,700.64	\$4,700.64

Continued On Next Page ...

Description	Qty	Cost	Total
Conference Room: 8' racetrack table in Char laminate	1	\$4,518.78	\$4,518.78
Areas C4 and C5: 2 L group cubbies (see attached rendering) in Char Laminate	2	\$2,657.76	\$5,315.52
Areas C1, C2 and C3: L group in cubbies (see attached rendering). Standard laminate: Char	3	\$2,610.30	\$7,830.90
Kitchen area: 1 - 30" square table with cylinder base 2 - poly/poly stack chairs Standard finishes: Laminate: Char, Stainless base Poly: Black	1	\$821.94	\$821.94
Reception area: 2 - Elani guest chairs in grade 4 upholstery. Maharam/Manner/Passerine Standard veneer finish on the legs: Burnished 1 - Beck occasional table: 22" round. Standard veneer finish: Burnished	1	\$3,622.92	\$3,622.92
Genus task chair with black elastomer back, height and width adjustable arms, seat slider, lumbar support, weight balance mech, grade 2 upholstery on the seat: Spradling/Modena/Black.	22	\$574.14	\$12,631.08
Revel conference chair in grade 4 upholstery: Maharam/Manner/Passerine Fixed aluminum arms with black cap Polished aluminum base and hard floor casters	12	\$612.36	\$7,348.32
Receive, deliver and install during regular business hours, Mon-Fri, 8-5	1	\$17,586.00	\$17,586.00

NON-RETURNABLE / NON REFUNDABLE SPECIAL ORDER PRODUCT

LEAD TIME AFTER ORDER IS RECEIVED BY TLC 6-8 weeks

QUOTATION EXPIRES: 12/29/2023

DATE: \_\_\_\_\_

APPROVAL SIGNATURE: \_\_\_\_\_

<b>SubTotal</b>	\$91,269.12
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$91,269.12</b>

## TERMS AND CONDITIONS OF SALE

1. These Terms and Conditions of Sale become a part of any sale to buyer, is intended to set forth the scope of seller's responsibilities, and together with seller's Project Form and Installation Disclaimer, constitute the entire agreement between the parties once accepted by The Luck Company, L.L.C. ("TLC"). The foregoing quote is an invitation for a offer from buyer and is not a contract until a) a signed quote is received by TLC in its offices no later than noon of the date the quote expires, b) any required deposit has been received by TLC and c) buyer's offer is accepted in writing by an authorized officer of TLC.
2. Buyer acknowledges that the goods are special order products which are custom made upon order and are generally not manufactured until receipt of the order, and once ordered cannot be canceled.
3. Title and risk of loss or damage to the goods shall pass to buyer upon tender of delivery at buyer's address shown, regardless of when partial or final payment is to be made by buyer, except that a security interest in the goods shall remain in TLC, regardless of mode of attachment to realty or other property, until full payment in cash has been made. Buyer shall execute the necessary documents to perfect TLC's security interest, failing which TLC may perfect such interest on behalf of buyer.
4. Buyer shall have the right to reasonable inspection for completeness and/or shortages of goods after delivery, which inspection must be completed within three (3) calendar days after the date of delivery. Any rejection by buyer as to part or all of the goods supplied by TLC shall be in writing specifically stating the non-conformities thereof, and delivered to TLC within three days after delivery. In such event, TLC shall have a reasonable period of time to correct the non-conformities or to replace the goods. Buyer's failure to make rejection within the time period stated or failure to allow TLC to cure buyer's objections shall be deemed to conclusively establish acceptance by buyer.
5. TLC's quoted delivery dates are estimates only; TLC is relying upon estimates from the manufacturer. In the event of delay in performance due to any cause beyond TLC's reasonable control, the date of delivery or time for completion shall be adjusted to properly reflect the delay.
6. Unless specifically itemized, the price quoted in TLC's quote does not include any federal, state or other taxes that may be applicable to this transaction, the goods, its sale, or any services performed in connection therewith. Such taxes shall be paid by buyer to TLC, unless buyer's tax exemption number is provided.
7. Any warranties on the products sold hereby are those made by the manufacturer of such products. The Luck Company, L.L.C. hereby expressly disclaims all warranties, either express or implied. Accessories or goods furnished by TLC, but manufactured by others, shall carry whatever warranty, if any, the manufacturers have conveyed to TLC and which can be passed on to buyer. TLC shall not be liable for any repairs, replacements, or adjustments to the goods or for any costs of labor performed by buyer without TLC's prior written approval.
8. TLC makes no performance warranty of any kind.
9. **TLC MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT THAT OF GOOD TITLE TO THE GOODS, AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. BUYER ACKNOWLEDGES IT IS NOT RELYING UPON ANY REPRESENTATION FROM TLC.**
10. Buyer shall not have the right to retain, back-charge, or set off against any amounts which may become payable to TLC under this agreement or otherwise.
11. The remedies of buyer set forth herein are exclusive, and the total liability of TLC with respect to this agreement or the goods and services furnished hereunder, in connection with the performance or breach thereof, or from the manufacturer, sale, delivery, installation, repair or technical direction covered by or furnished under this agreement, whether based on contract, warranty, negligence, indemnity, strict liability, statute, or otherwise, shall not exceed the purchase price of the goods.
12. No waiver by TLC of any breach of any part of the agreement with buyer shall be construed as a waiver of any succeeding breach of the same or of any other covenant or condition, and in no event shall this provision itself be waived.
13. This contract is not cancelable by either party hereto except (a) upon previously agreed terms reduced to writing or (b) upon occurrence of an event that by law allows cancellation by a party hereto.
14. Buyer agrees to pay eighteen percent (18%) interest on all past due sums, commencing thirty days after delivery of invoice.

**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 2023-32**

**A RESOLUTION APPROVING THE PURCHASE OF FURNITURE AND FIXTURES FOR THE 6TH STREET BUSINESS ACCELERATOR FROM THE LUCK COMPANY. (OFS OMNIA CONTRACT NO. R191813); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (TCEDC) duly held on December 6, 2023, a general discussion was held concerning the approval of the purchase of Furniture and Fixtures for the 6th Street Business Accelerator from The Luck Company (OFS Omnia Contract No. R191813); and

**WHEREAS**, it is the recommendation of staff to award a proposal from The Luck Company (OFS Omnia Contract No. R191813) for renovation and improvements at the 6th Street business accelerator for the total proposed amount of \$91,269.12.

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

**SECTION 1:** The Texas City Economic Development Corporation's Board of Directors approves the purchase of Furniture and Fixtures for the 6th Street Business Accelerator from The Luck Company. (OFS Omnia Contract No. R191813).

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

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

**PASSED AND ADOPTED this 6th day of December 2023.**

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CHAIRPERSON/VICE CHAIRPERSON  
Texas City Economic Development Corporation

ATTEST:

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BOARD SECRETARY  
Texas City Economic Development Corporation

## TCEDC Agenda

6. c.

**Meeting Date:** 12/06/2023

Authorize approval to pay closing fees and taxes on TCEDC Properties to participate in the General Land Office Home Rebuilding Project.

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

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

**Department:** Management Services

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### **ACTION REQUEST (Brief Summary)**

Staff is in the process of finalizing all property transactions related to the General Land Office Home Rebuilding Project in Texas City. To finalize the property transfers, staff is utilizing Southland Title Company to coordinate and close on all three properties as further described below:

1. Sale of property located at 2609 Texas Avenue from Donald Poole to TCEDC. Approved by TCEDC Board on May 4, 2022.
2. Sale of property described as ID 226285 from the TCEDC to Mrs. Graciela Cabrera. Approved by TCEDC Board on May 3, 2023.
3. Sale of property located at 2129 7th Avenue North from Graciela Cabrera to Brenda and Donald Poole. Discussed with TCEDC Board on May 3, 2023.

### **BACKGROUND**

On September 21, 2022, the TCEDC Board Authorized approval of a land swap between the TCEDC and Mrs. Graciela Cabrera. Unknown to EDC Staff, Mrs. Cabrera was unable to provide the General Land Office with satisfactory documentation of ownership of her existing property and was subsequently dropped from the Home Rebuilding Project program. Since staff was unaware of Mrs. Cabrera being dropped from the program, staff proceeded with the TCEDC approved land swap.

Subsequently, the General Land Office built a home on the property that was intended for Mrs. Cabrera for another participant in the program (Donald Poole). As a result of this mishap, staff worked with Mrs. Cabrera to find a suitable parcel of property for both her and the General Land Office to build her a home upon. In May of this year, Mrs. Cabrera was reauthorized to participate in the program.

By authorizing staff to utilize Southland Tile to close on all the aforementioned properties, rightful ownership of the land and the home will be resolved and Mrs. Cabrera will be able to have a new home built on the property by the General Land Office further described by GCAD



ID 226285.

The estimated closing costs, including taxes on the aforementioned properties, is estimated at \$9,500.

**ANALYSIS**

Staff recommends approval of the authorization to pay closing fees and taxes on TCEDC Properties further described above to participate in the General Land Office Home Rebuilding Project.

**ALTERNATIVES CONSIDERED**

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**Attachments**

Resolution

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**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 2023-33**

**A RESOLUTION AUTHORIZING APPROVAL TO PAY CLOSING FEES AND TAXES ON TCEDC PROPERTIES TO PARTICIPATE IN THE GENERAL LAND OFFICE HOME REBUILDING PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on December 6, 2023, a general discussion was held authorizing approval to pay closing fees and taxes on TCEDC Properties to participate in the General Land Office Home Rebuilding Project; and

**WHEREAS**, City staff is in the process of finalizing all property transactions related to the General Land Office Home Rebuilding Project in Texas City. To finalize the property transfers, staff is utilizing Southland Title Company to coordinate and close on all three properties as further described below:

1. Sale of property located at 2609 Texas Avenue from Donald Poole to TCEDC. Approved by the TCEDC Board on May 4, 2022.
2. Sale of property described as ID 226285 from the TCEDC to Mrs. Graciela Cabrera. Approved by the TCEDC Board on May 3, 2023.
3. Sale of property located at 2129 7th Avenue North from Graciela Cabrera to Brenda and Donald Poole. Discussed with TCEDC Board on May 3, 2023; and

**WHEREAS**, the estimated closing costs, including taxes on the aforementioned properties, are estimated at \$9,500.00.

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

**SECTION 1:** The Board of Directors of the Texas City Economic Development Corporation hereby approves the sale of the aforementioned properties.

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

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

**PASSED AND ADOPTED this 6th day of December 2023.**

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CHAIRPERSON/VICE CHAIRPERSON  
Texas City Economic Development Corporation

ATTEST:

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BOARD SECRETARY  
Texas City Economic Development Corporation

## TCEDC Agenda

6. d.

**Meeting Date:** 12/06/2023

Approval of Resolution 2023 - 34 authorizing agreement with Marsh Darcy Partners for Professional Consulting Services for development assistance for Shoal Point

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

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

**Department:** Management Services

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### **ACTION REQUEST (Brief Summary)**

Approval of an agreement with Marsh Darcy Partners to assist the Texas City Economic Development Corporation with the development of Shoal Point.

### **BACKGROUND**

The City and the Texas City Economic Development Corporation have tried to develop Shoal Point for many years. Unfortunately, for various reasons, the site has not developed as of this time. The City is in discussions with several viable project partners for development on and near Shoal Point. One of the most pressing issues regarding almost all previous and current potential projects is the development and maintenance of the road that is necessary to get to and upon Shoal Point.

Ultimately, a road will need to be constructed through both existing industrial facilities and vacant areas to promote the highest and best use of this site. To determine the best solutions to promote long-term, joint and equitable development of the site, staff is seeking professional services assistance with this process.

With the Board's approval, staff will enter into a professional services agreement for an amount not to exceed \$25,000. Those services will include but not be limited to the following:

**Task 1)** Assist in developing and articulating the objectives of the various property owners with regard to the construction and ongoing maintenance of the road. **Task 2)** Based upon the agreed-upon objectives, evaluate various special district options, ownership structure options, and revenue sources such as fees/assessments/taxes, etc. **Task 3)** Provide on-call services related to property owner negotiations, including additional analysis of development issues and financial projections. **Task 4)** Attend meetings as necessary with Client staff and with property owners to facilitate implementation of an agreed-upon path of action.

### **ANALYSIS**

Staff recommends approval of a professional services agreement with Marsh Darcy for assistance with development assistance for Shoal Point.

## ALTERNATIVES CONSIDERED

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### **Attachments**

Professional Services Agreement - Marsh Darcy Partners  
Resolution

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## **PROFESSIONAL CONSULTING SERVICES AGREEMENT**

This Agreement for Professional Consulting Services ("Agreement") is made this 6<sup>th</sup> day of December, 2023 between Marsh Darcy Partners, Inc., a Texas Corporation ("MDP") and the City of Texas City Economic Development Corporation, (the "Client"). In consideration of the mutual promises set forth herein, the parties agree as follows:

### **SCOPE OF SERVICES / PROJECT OBJECTIVES**

MDP will provide professional consulting services ("Project") more fully described in the Scope of Work, Attachment "A", attached hereto and made a part of this Agreement.

### **TERMS AND CONDITIONS**

#### **FEES**

The fee rates to be charged for work to be performed in accordance with the Scope of Services are described in Attachment "B", the Fee Schedule.

#### **REIMBURSABLE EXPENSES**

In addition to the labor fees above, the Client agrees to pay MDP monthly for all standard reimbursable expenses incurred by MDP while providing services. Reimbursable expenses incurred by MDP will include, but not be limited to: printing, copying, postage, and mileage (maximum allowable IRS rates apply).

#### **BILLING/PAYMENT**

MDP will invoice monthly based on the hourly fee rates in the Fee Schedule attached. The Client hereby agrees to pay upon receipt of such invoice. In the event any portion of an account remains unpaid ninety (90) days after the invoice date, the Client agrees to immediately pay any and all costs incurred to collect the outstanding balance, including collection and attorney fees up to the maximum extent allowable by law.

#### **TERMINATION**

This Agreement may be terminated at any time by MDP or Client by giving thirty (30) days written notice of such termination by registered mail to the either party's principal place of business. If this Agreement is terminated, MDP shall be paid in accordance with the provisions of this Agreement for all work performed up to the date of termination, including all reimbursable expenses and reasonable termination expenses.

## DISPUTE RESOLUTION

Any claim or dispute between the Client and MDP shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This Agreement shall be governed by the laws of Galveston County, Texas.

## ENTIRE AGREEMENT

This written Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties regarding this Agreement. This Agreement may not be amended or modified unless approved in writing by both parties.

## ACCEPTANCE

When executed by both parties this Agreement shall evidence the entire agreement between MDP and Client. This document is being executed in two (2) counterpart originals, each of which has the full force and effect of an original.

AGREED AND ACCEPTED THIS 6<sup>TH</sup> DAY OF DECEMBER, 2023

Marsh Darcy Partners, Inc.

Texas City Economic Development Corp.

*Sue Darcy*

\_\_\_\_\_  
Name: Sue Darcy  
Title: President

\_\_\_\_\_  
Name: Mark Ciavaglia  
Title: Chairmen

*Attachment "A" (Scope of Work)*  
*Attachment "B" (Fee Schedule)*

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## Attachment "A"

### SCOPE OF WORK

#### PROJECT OBJECTIVES/DESCRIPTION:

Client seeks to promote industrial development in an area known as Shoal Point. Vehicular access to Shoal Point needs to be constructed through both existing industrial facilities and vacant areas to promote the highest and best use of this industrial area. Client has requested MDP to assist in evaluating and determining options to promote long-term, joint and equitable construction and maintenance of the needed private access road.

#### SERVICES/DELIVERABLES:

**Task 1)** Assist in developing and articulating the objectives of the various property owners with regard to the construction and ongoing maintenance of the road. **Task 2)** Based upon the agreed-upon objectives, evaluate various special district options, ownership structure options, and revenue sources such as fees/assessments/taxes, etc. **Task 3)** Provide on-call services related to property owner negotiations, including additional analysis of development issues and financial projections. **Task 4)** Attend meetings as necessary with Client staff and with property owners to facilitate implementation of agreed-upon path of action.

#### SCHEDULE:

To be determined by Client.

#### FEES:

MDP will perform the above written tasks on an hourly basis in accordance with the fee schedule on Attachment B. MDP will not exceed \$25,000 without authorization from Client.



## Attachment “B”

### FEE SCHEDULE

Effective Date: January 1, 2023

**Consultation, Research, and Analysis**      Hourly Rate per below

**Additional Services, as authorized**      Hourly Rate per below

### Reimbursable Expenses

Sub-Contract work	Cost + 10%
All non-labor expenses	Cost + 10%
Photocopies (black and white)	\$0.08 per page
Photocopies (color) 8.5"x11"	\$0.40 per page
Photocopies (color) over 8.5"x11"	\$0.75 per page
Art Supply Fee, if applicable	1% of Labor Fee as Invoiced
Vehicle travel per mile	Maximum IRS allowable

### Hourly Rate

President / Vice President	\$275/hour
Professional Consulting Staff	\$250/hour
Administrative / Accounting	\$150/hour

**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 2023-34**

**A RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH MARSH DARCY PARTNERS FOR DEVELOPMENT ASSISTANCE FOR SHOAL POINT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (TCEDC), duly held on December 6, 2023, a general discussion was held concerning authorizing the Chairperson or Vice-Chairperson to enter into a professional services agreement with Marsh Darcy Partners to assist the Texas City Economic Development Corporation with the development of Shoal Point; and

**WHEREAS**, the City and the Texas City Economic Development Corporation have tried to develop Shoal Point for many years. Unfortunately, for various reasons, the site has not yet developed. The City is discussing with several viable project partners for development on and near Shoal Point. One of the most pressing issues regarding almost all previous and current potential projects is the development and maintenance of the road that is necessary to get to and upon Shoal Point; and

**WHEREAS**, With the Board's approval, staff will enter into a professional services agreement for an amount not to exceed \$25,000. Those services will include but not be limited to the following:

1. Assist in developing and articulating the objectives of the various property owners with regard to the construction and ongoing maintenance of the road.
2. Based upon the agreed-upon objectives, evaluate various special district options, ownership structure options, and revenue sources such as fees/assessments/taxes, etc.
3. Provide on-call services related to property owner negotiations, including additional analysis of development issues and financial projections.
4. Attend meetings as necessary with Client staff and property owners to facilitate the implementation of an agreed-upon path of action.

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

**SECTION 1:** The Board of Directors of the Texas City Economic Development Corporation hereby approves the signing of an agreement with Marsh Darcy Partners.

**SECTION 2:** The Chairperson or Vice-Chairperson is hereby authorized to execute any documents necessary for the agreement with Marsh Darcy Partners.

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

**PASSED AND ADOPTED this 6th day of December 2022.**

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CHAIRPERSON/VICE CHAIRPERSON  
Texas City Economic Development Corporation

ATTEST:

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BOARD SECRETARY  
Texas City Economic Development Corporation

**TCEDC Agenda**

**6. e.**

**Meeting Date:** 12/06/2023

Consider approval of purchase of property located within the Industrial Business District (GCAD 223876).

**Submitted For:** Kristin Edwards, Economic Development

**Submitted By:** Kristin Edwards, Economic Development

**Department:** Economic Development

**ACTION REQUEST (Brief Summary)**

Consider approval of purchase of property located within the Industrial Business District (GCAD 223876).

**BACKGROUND**

The Texas City Economic Development Corporation (TCEDC) has historically purchased property located in the Industrial Business District – which cannot be used for residential or general retail purposes. The area is designated to support light industrial use.

TCEDC staff has been approached by Shalesha Johnson on behalf of her late grandfather, who owned a piece of property located at #20, 2<sup>nd</sup> Avenue N., within the IBD. The property is listed by the Galveston County Appraisal District as ID# 223876, and it is .1 acres, or 4,356 square feet, in size. Staff made a conditional offer to purchase the property at a rate of \$2.45/square foot (TCEDC established price per square foot), calculated to \$10,672.20 total, contingent upon approval by the EDC.

With taxes owed totaling \$8,337.80, the total payout to Ms. Johnson would be \$2,334.40.

**ANALYSIS**

Approve the purchase of property located within the Industrial Business District (GCAD 223876).

**ALTERNATIVES CONSIDERED**

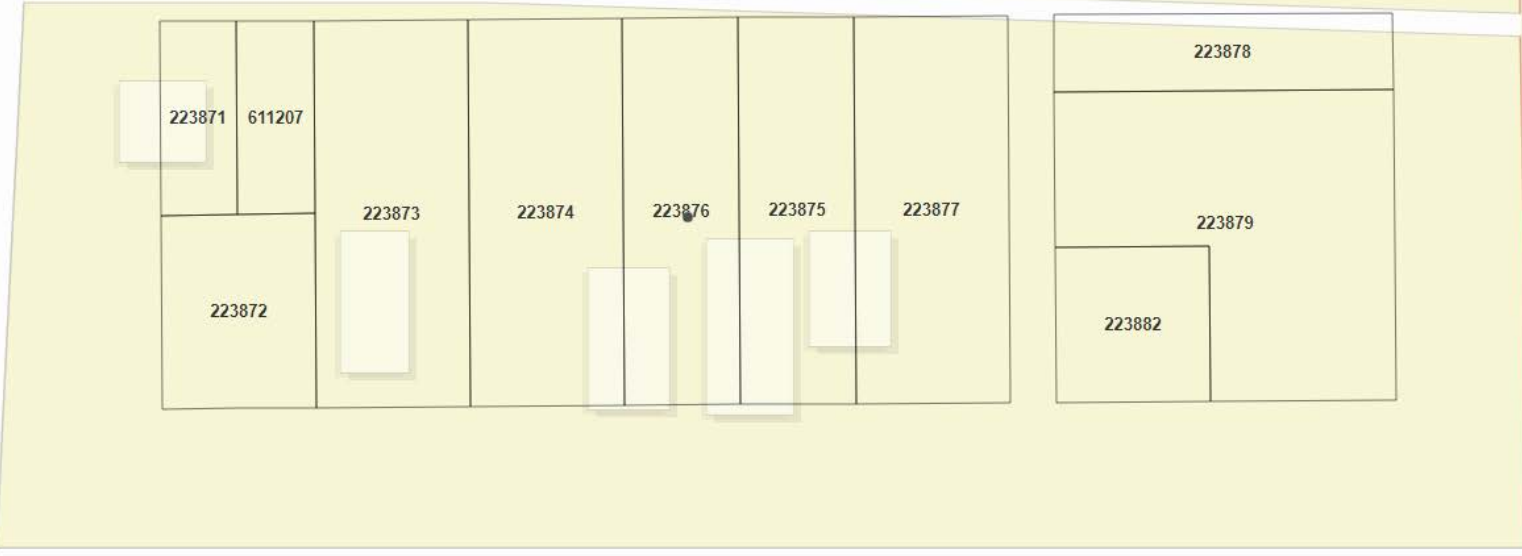
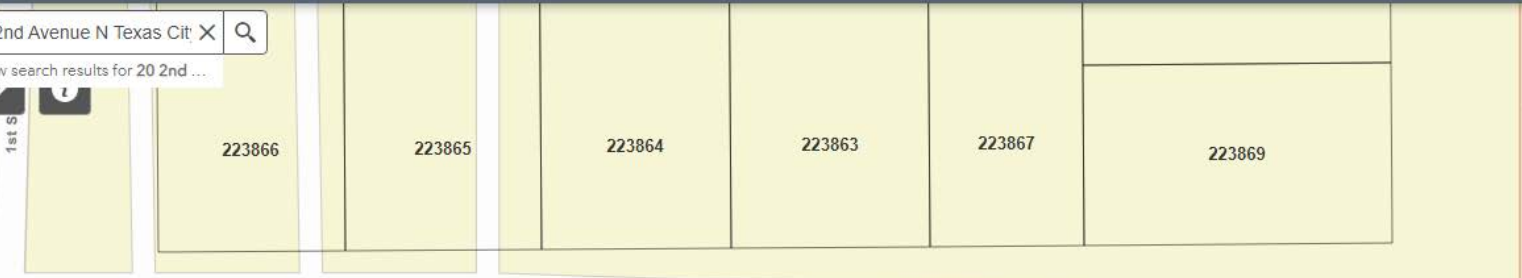
**Attachments**

IBD - Johnson  
Resolution

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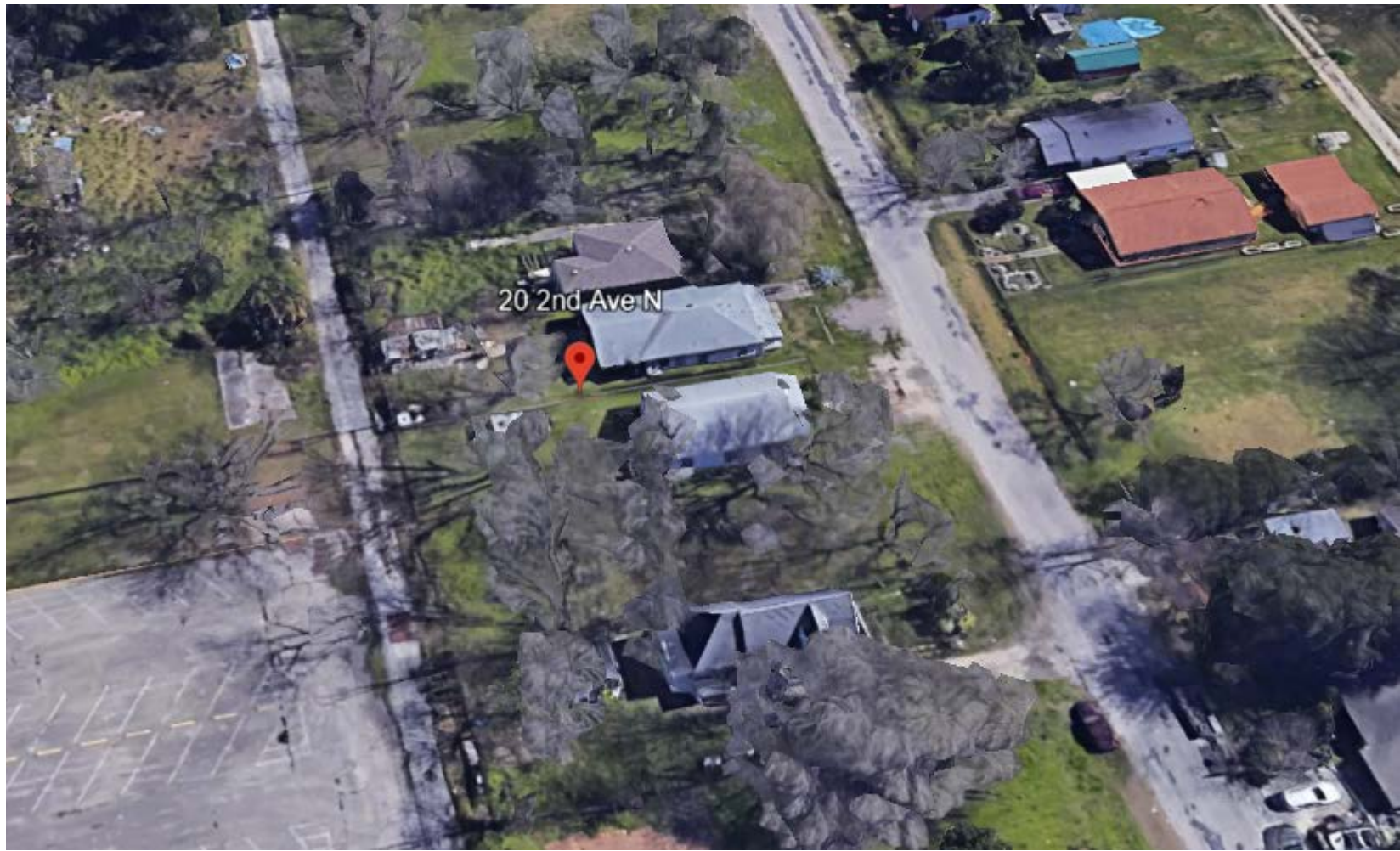
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2nd Ave N

35



**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 2023-35**

**A RESOLUTION APPROVING THE PURCHASE OF PROPERTY LOCATED AT #20, 2ND AVENUE NORTH, WITHIN THE IBD (GALVESTON COUNTY APPRAISAL DISTRICT AS ID NO. 223876); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on December 6, 2023, a general discussion was held concerning the purchase of property located at #20, 2nd Avenue N., within the IBD. The property is listed by the Galveston County Appraisal District as ID No. 223876, in the amount of \$10,672.20.

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

**SECTION 1:** The Board of Directors of the Texas City Economic Development Corporation hereby approves the purchase of property at #20, 2nd Avenue N., within the IBD. The property is listed by the Galveston County Appraisal District as ID No. 223876, in the amount of \$10,672.20.

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

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

**PASSED AND ADOPTED this 6th day of December 2023.**

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CHAIRPERSON/VICE CHAIRPERSON  
Texas City Economic Development Corporation

ATTEST:

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BOARD SECRETARY  
Texas City Economic Development Corporation