

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, FEBRUARY 7, 2024 - 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) Proclaiming February as Black History Month.
- (5) REPORTS
 - (a) Racial Profiling Report for the calendar year 2023 (Police Department)
 - (b) Crime Statistics Report for the calendar year 2023 (Police Department)
- (6) PUBLIC HEARING
 - (a) John and Mari Berend request to rezone the property at 2107 24th St N from District "A" (Single Family Residential) to District "B" (Single Family Attached, Duplex Residential) to construct a duplex.
 - (b) Jerry Le Blanc, with Binnacle Texas City 51 LLC, requests to rezone from District "A" (Single Family Residential) to District "I" (Planned Unit Development) to construct Brookwater Development – a subdivision that will contain 201 lots.

(7) PRELIMINARY ZONING APPROVAL

- (a) Consider and take action on a Zoning Change Request from John and Mari Berend to rezone the property at 2107 24th St N from District "A" (Single Family Residential) to District "B" (Single Family Attached, Duplex Residential).
- (b) Consider and take action on a Rezoning Request from Jerry Le Blanc, with Binnacle Texas City 51 LLC, to rezone from District "A" (Single Family Residential) to District "I" (Planned Unit Development) to construct Brookwater Development – a subdivision that will contain 201 lots.

(8) PUBLIC COMMENTS

(9) CONSENT AGENDA

- (a) Approve City Commission Minutes for the January 17, 2024 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 2024-017, authorizing the Mayor to enter into a Lease Agreement With Boyd's Seafood Inc. (Management Services)
- (c) Consider and take action on Resolution No. 2024-018, awarding a Community Grant to Texas City LULAC Council 255, on behalf of Commissioner At-Large Abel Garza, Jr., in the amount of \$5,000.00. (Mayor's Office - Grants Administration)
- (d) Consider and take action on Resolution No. 2024-019, authorizing the purchase of a 2025 Ford F750 dump truck for the Utilities Department through BuyBoard - a local purchasing cooperative. (Public Works)
- (e) Consider and take action on Resolution No. 2024-020, approving a Utility Service Agreement with GCMUD 57 for the Beacon Point at Lago Mar Subdivision. (Transportation and Planning)
- (f) Consider and take action on Resolution No. 2024-021, approving the purchase of Air Monitors and Equipment for Emergency Management through Sourcewell Cooperative Purchasing Advantages Contract No. 032620-DRG. (Emergency Management)

(10) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 2024-03, amending the 2023-2024 fiscal year budget to accept Marathon Corporation's Community Investment Program Grant. (Finance)

(11) COMMISSIONERS' COMMENTS

(12) MAYOR'S COMMENTS

(13) 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 FEBRUARY 2, 2024, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 02/07/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Proclaiming February as Black History Month.

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Proclamation

Office of the Mayor



PROCLAMATION

Whereas, the City of Texas City recognizes the significance of the month of February as Black History Month, honoring the exceptional contributions and achievements of African American throughout history; and

Whereas, Black History Month provides an invaluable opportunity to reflect on the struggles, triumphs, and cultural influence of African Americans, shaping the identity and character of our nation; and

Whereas, Texas City is proud of its diverse community and recognizes that acknowledging the historical and contemporary contributions of African Americans promotes unity, understanding, and the appreciation of our shared heritage; and

Whereas, the City of Texas City believes in fostering education, dialogue, and inclusivity as we strive for a more equitable and harmonious society;

Now, therefore, I, Mayor of the City of Texas City and on behalf of the City Commission do hereby proclaim the month of February as,

BLACK HISTORY MONTH

I urge all residents to join in recognizing, celebrating, and learning from the accomplishments and contributions of African Americans, both past and present, in our great city.

In testimony whereof, witness my hand and the Seal of the City of Texas City, this the 7th day of February A.D. 2023.



A handwritten signature in blue ink that reads "Dedrick D. Johnson". The signature is written in a cursive style and is positioned above a horizontal line.

Mayor Dedrick D. Johnson

Attest:

A handwritten signature in blue ink that reads "R. Leigh". The signature is written in a cursive style and is positioned above a horizontal line.

City Secretary, Rhomari Leigh

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 02/07/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Racial Profiling Report for the calendar year 2023 (Police Department)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report



Texas City Police Department

2023 Racial Profiling Report



2023 Racial Profiling Report



The following statistical data was compiled from information obtained from the Texas City Police Departments Records Management System, from January 1, 2023 until December 31, 2023. This information has been reported to the Texas Commission on Law Enforcement.

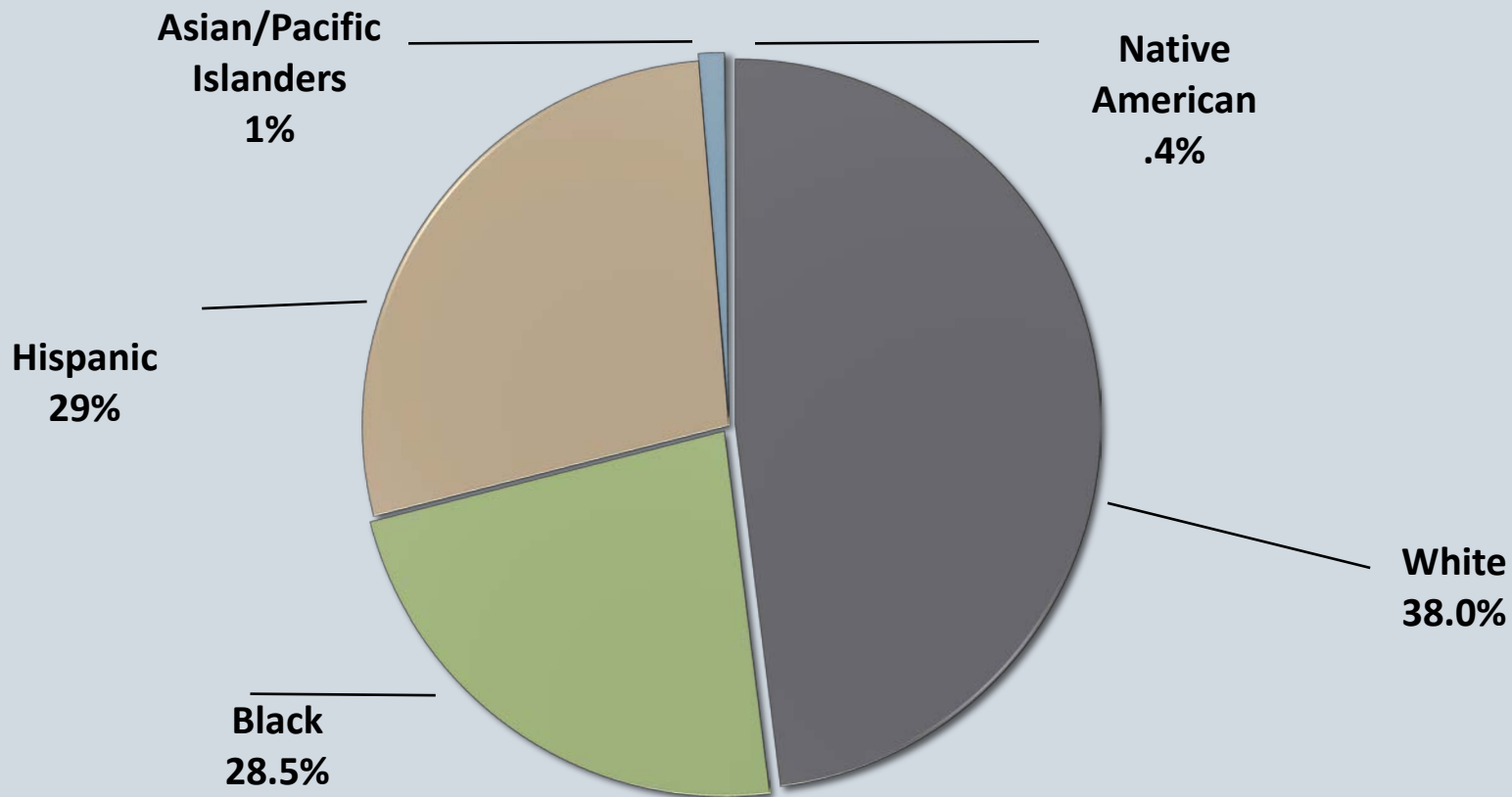
Included is the US Census estimates posted July 2021 for Texas City. (www2.census.gov)



US Census Population Estimates

July 1, 2021

54,247

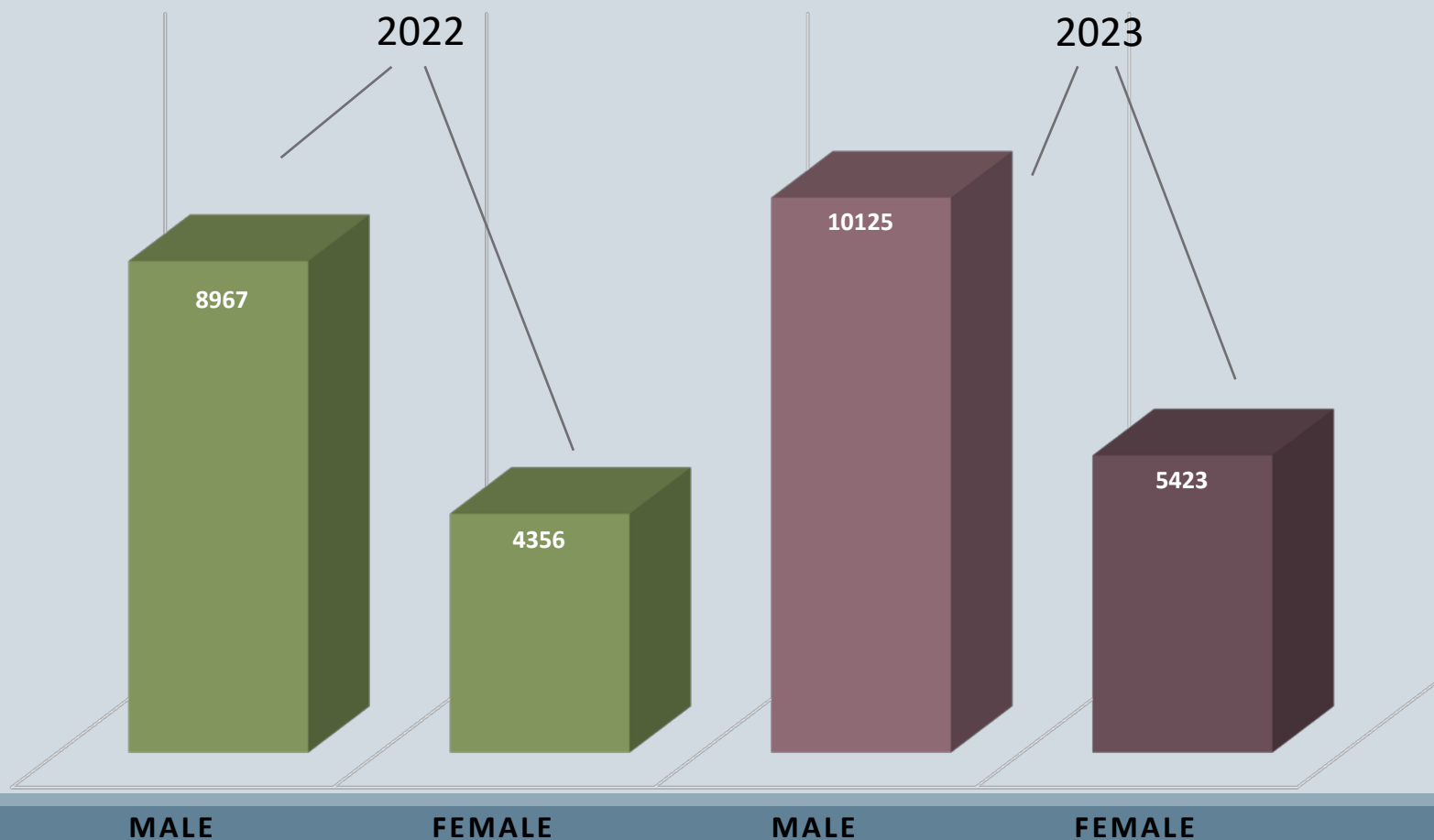




2022 Total stops: 13,323

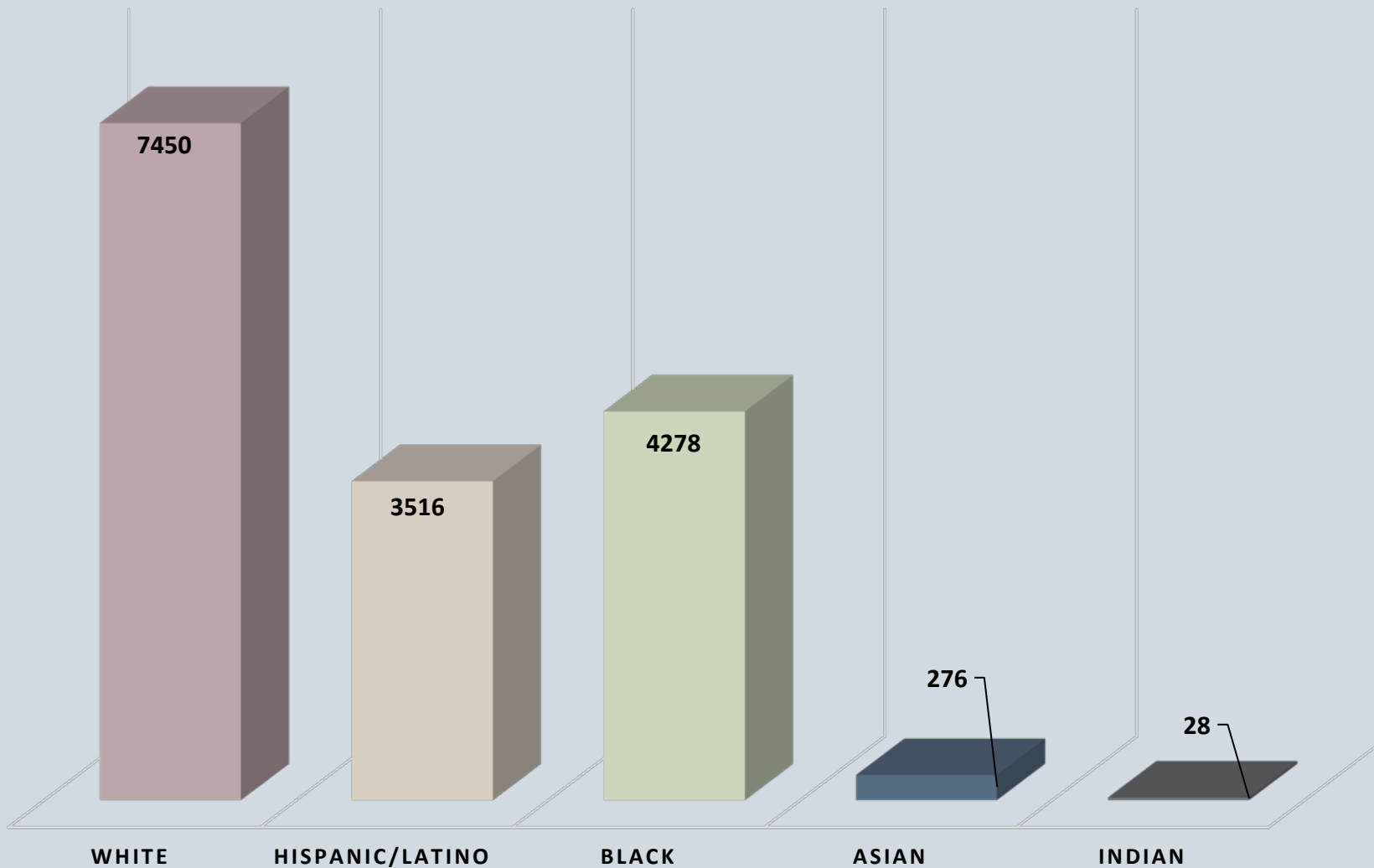
↑ 16.7%

2023 Total stops: 15,548



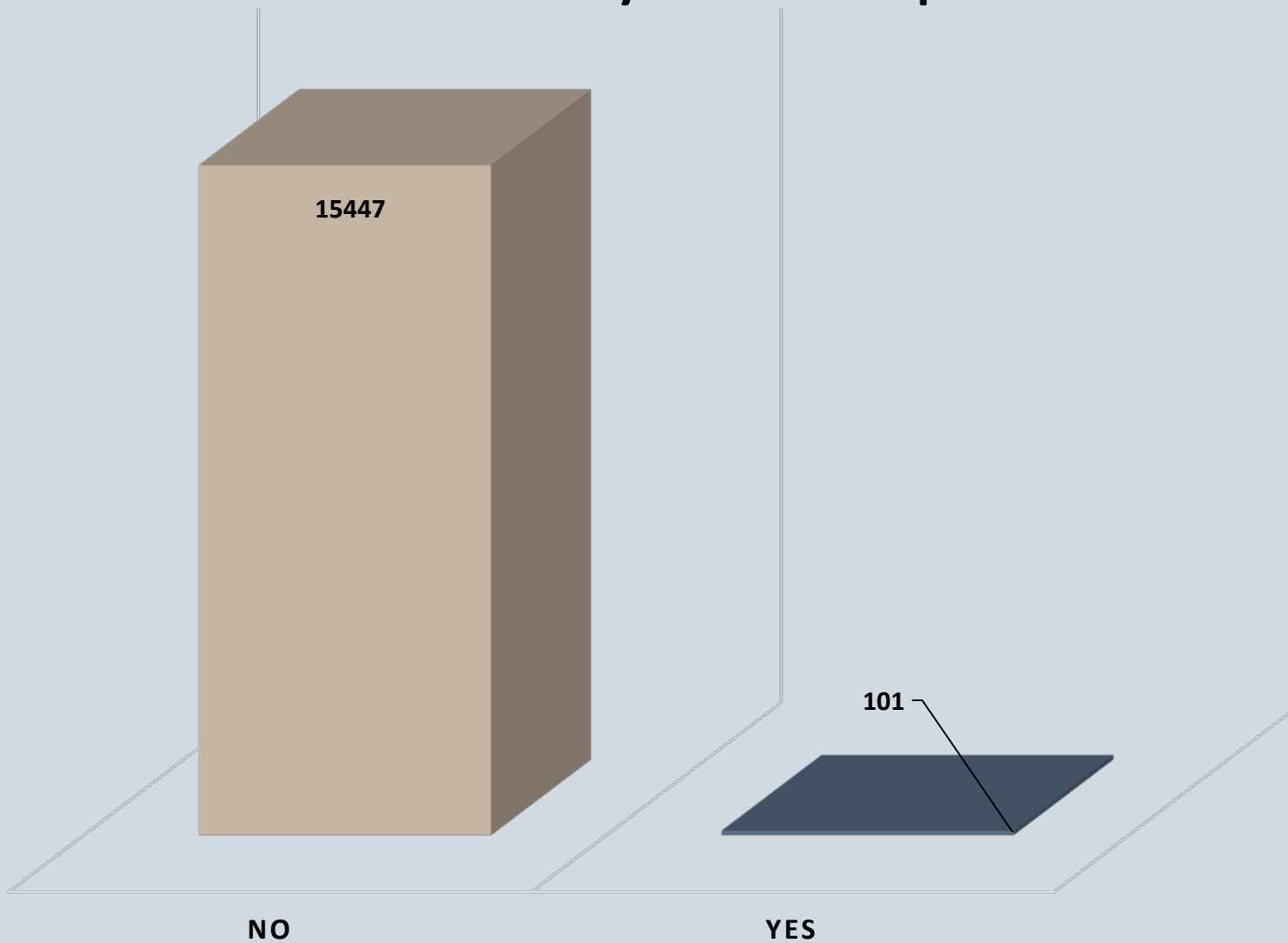


Race or Ethnicity of People Stopped



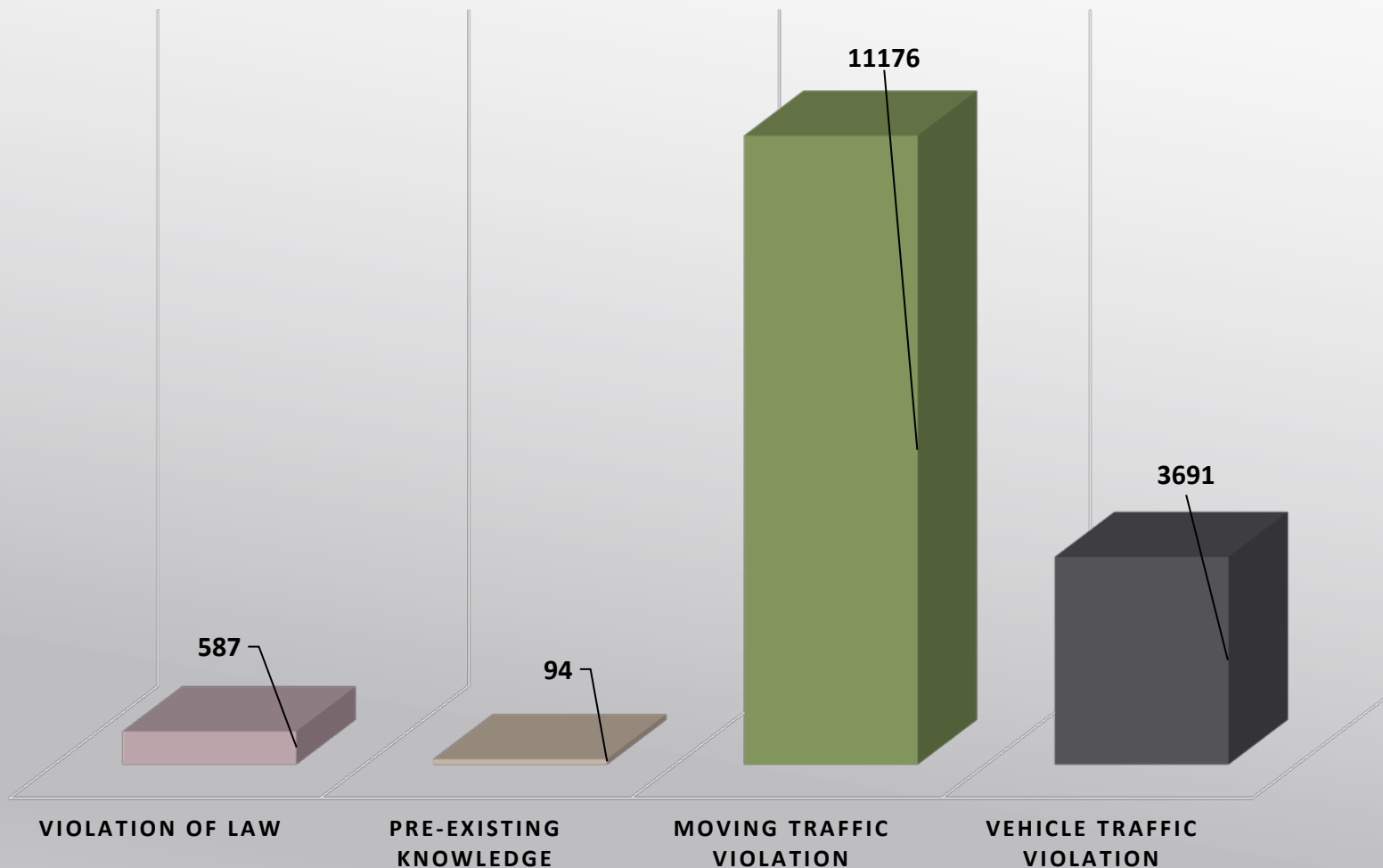


Was race or ethnicity known prior to stop?



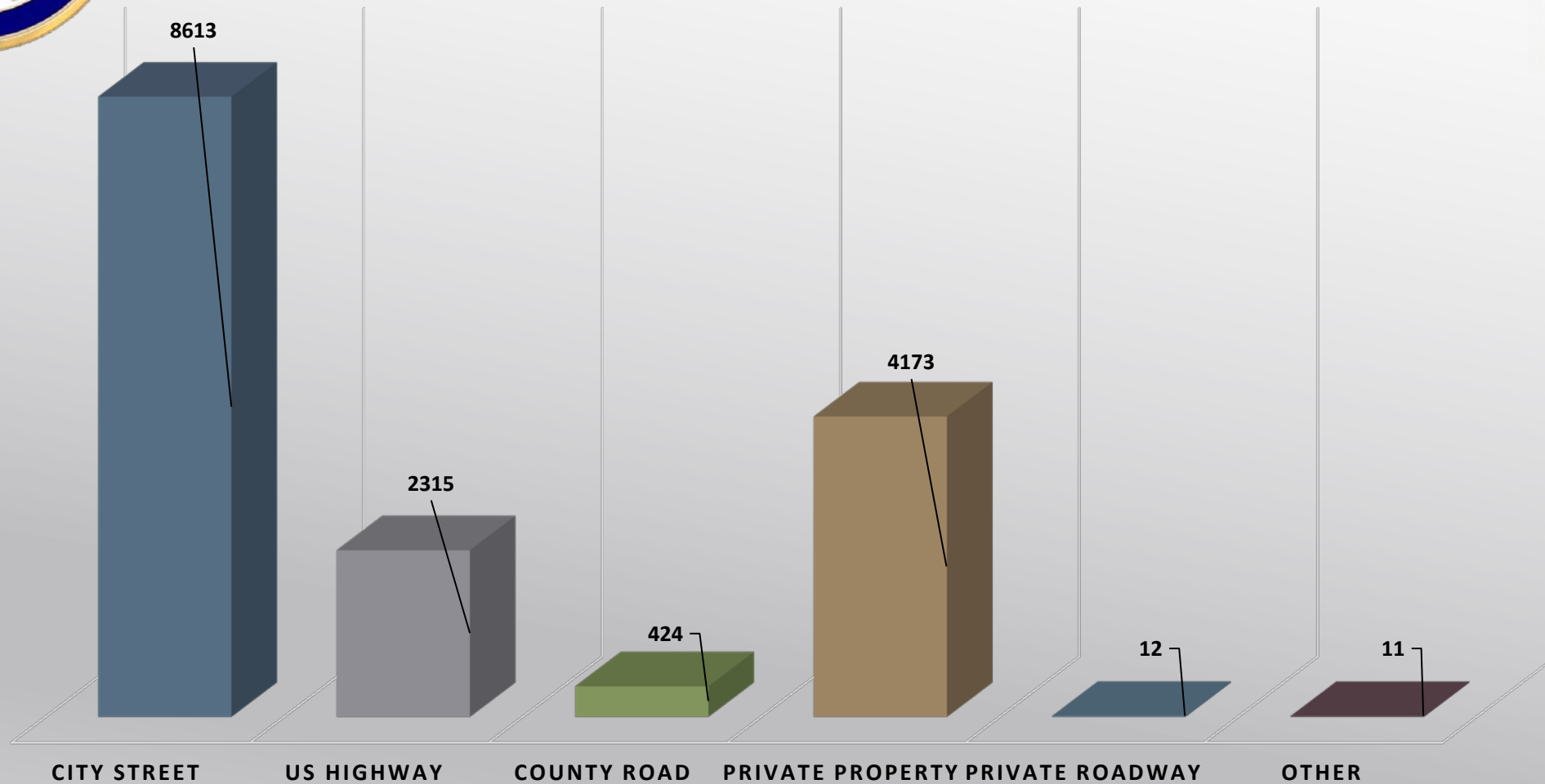


Reason for Stop



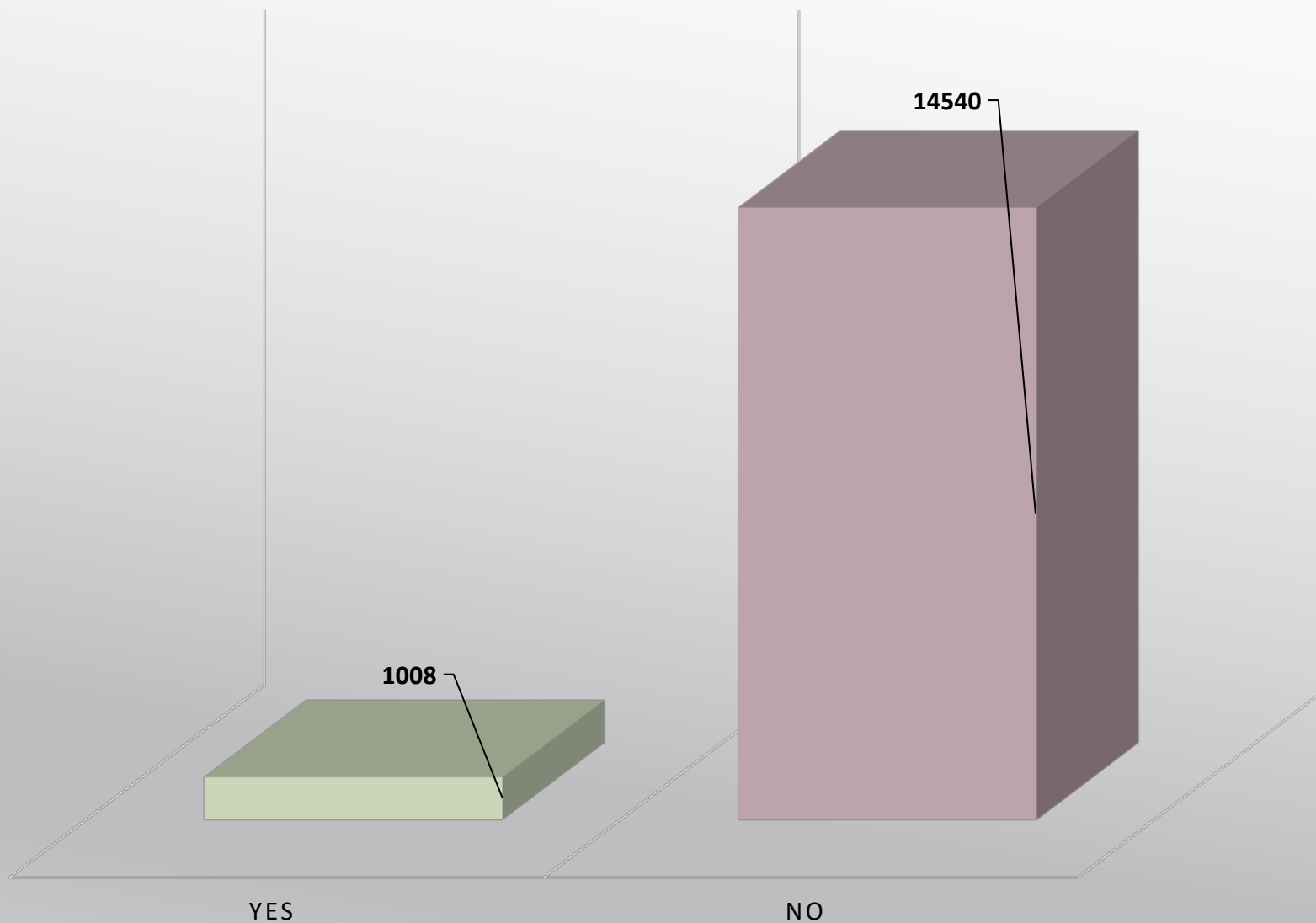


Location of the stops



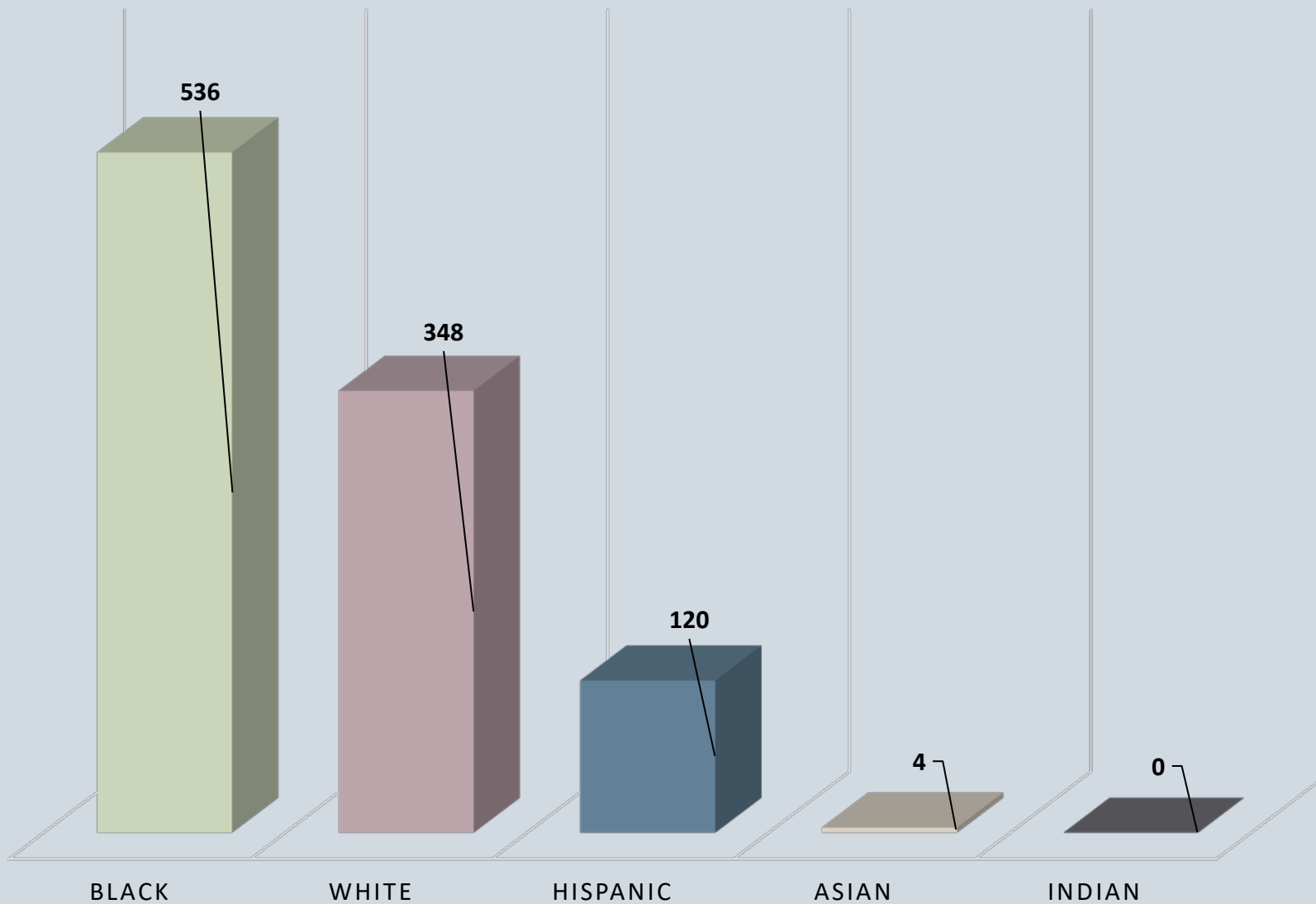


Was a Search Conducted?



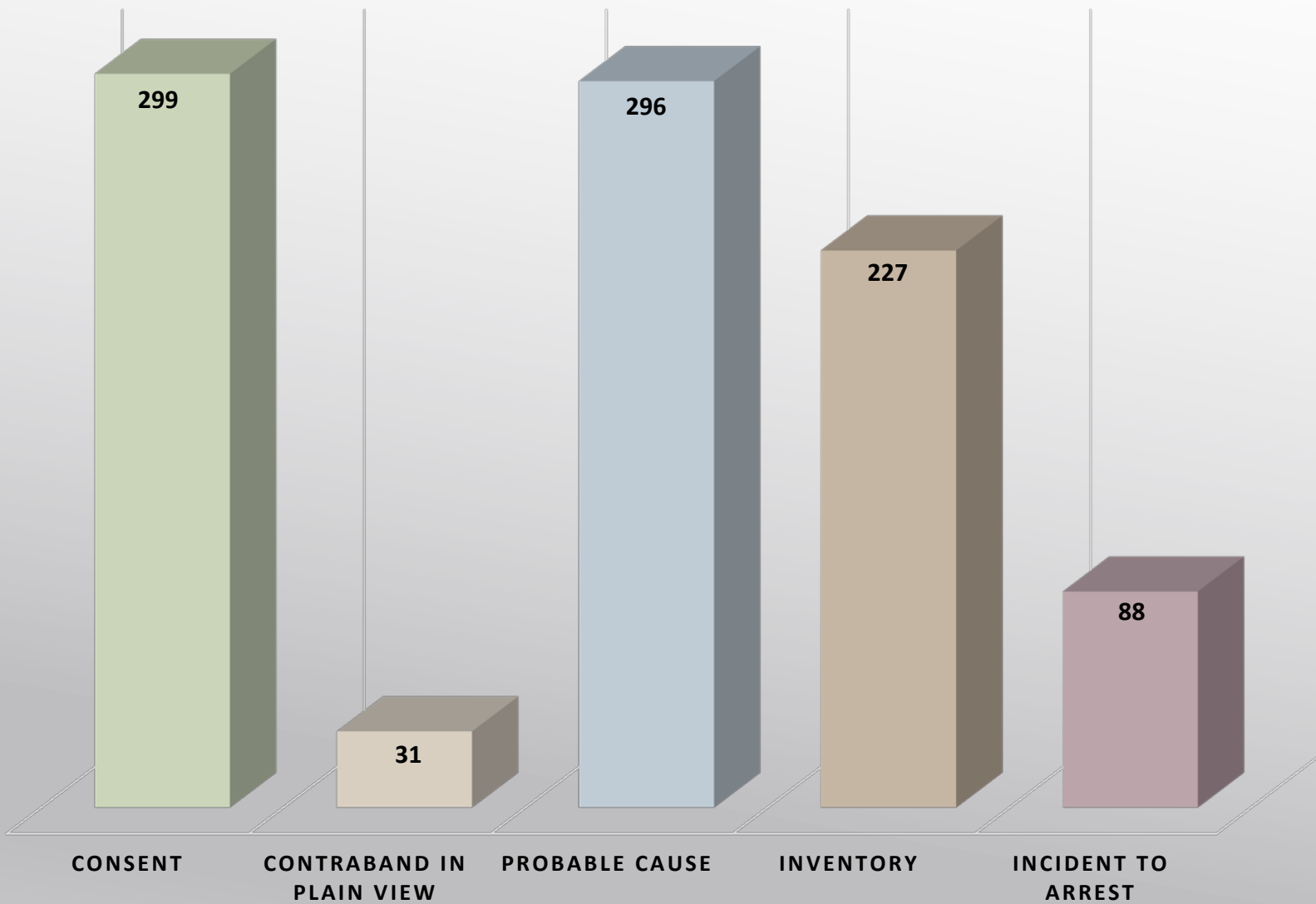


Searches Conducted by Race



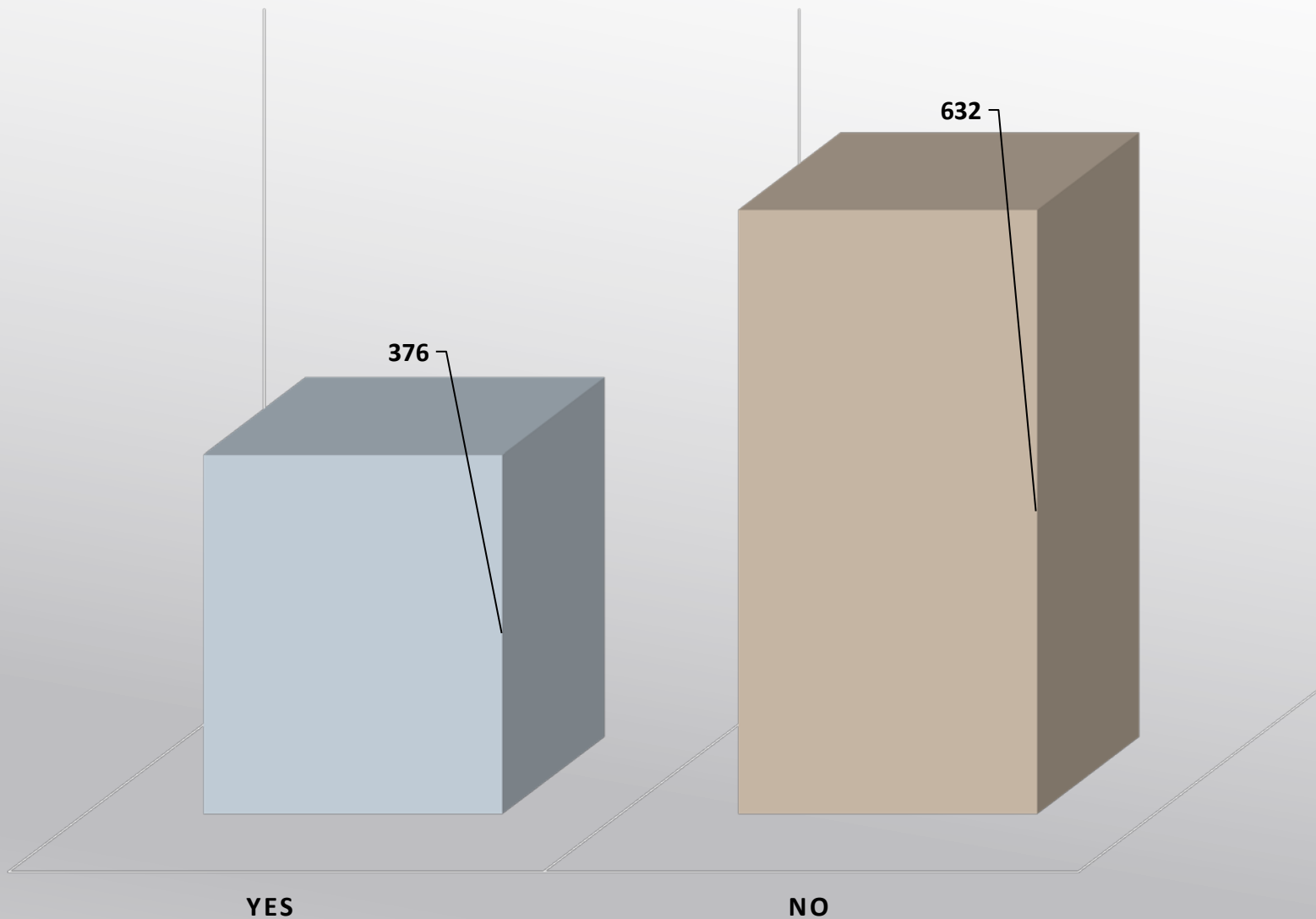


Reason for Search



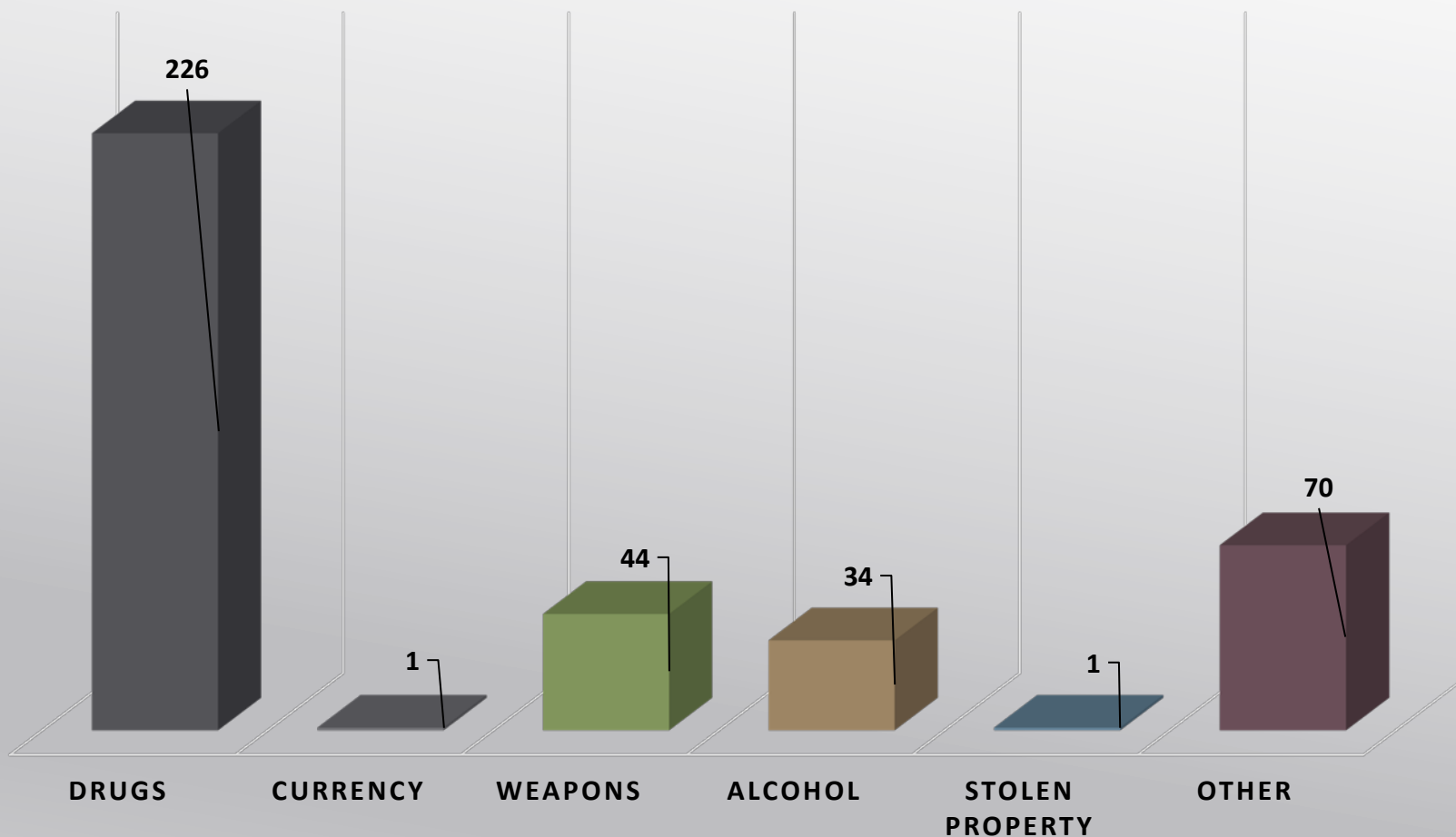


Contraband Discovered



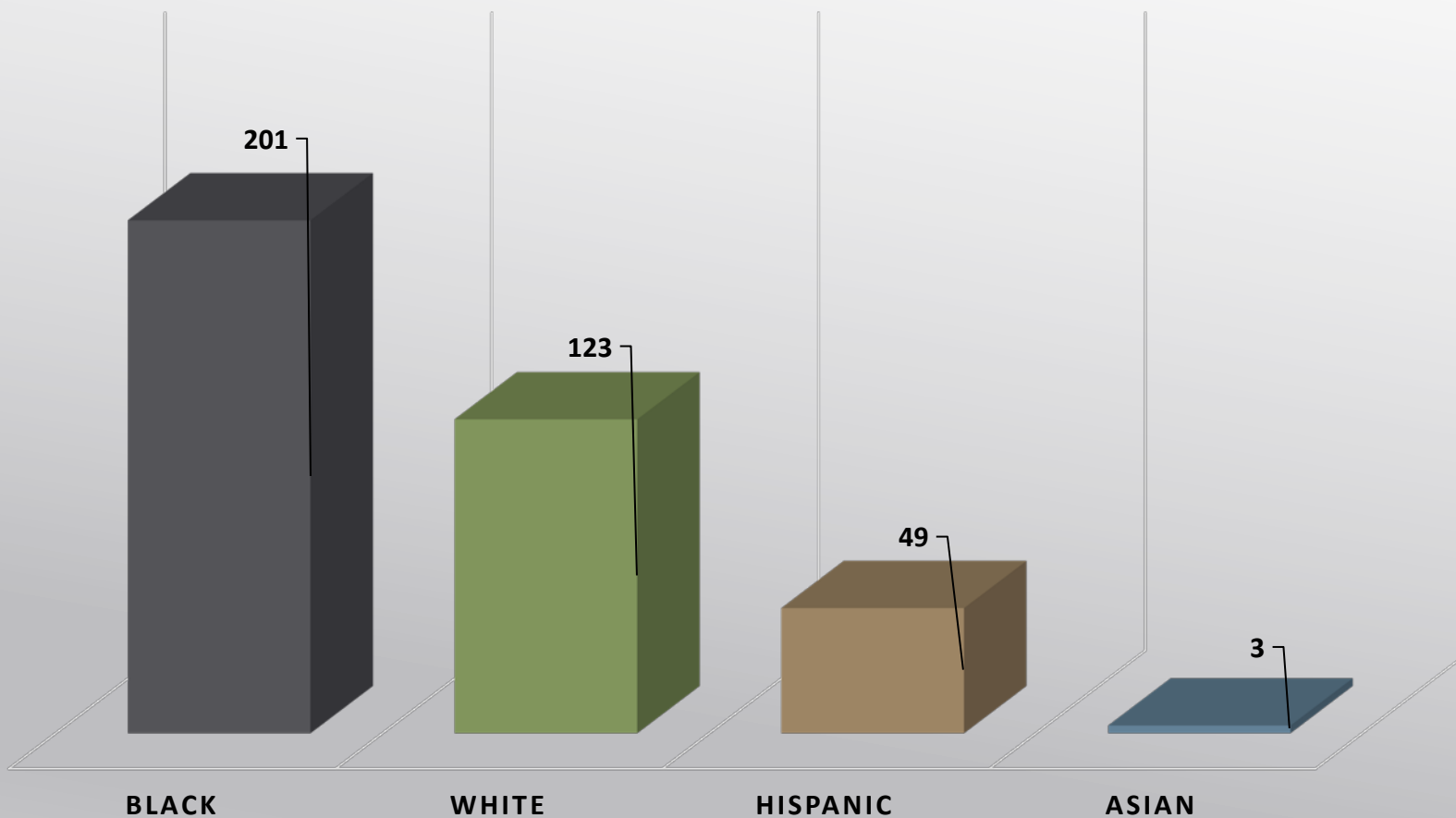


Description of Contraband



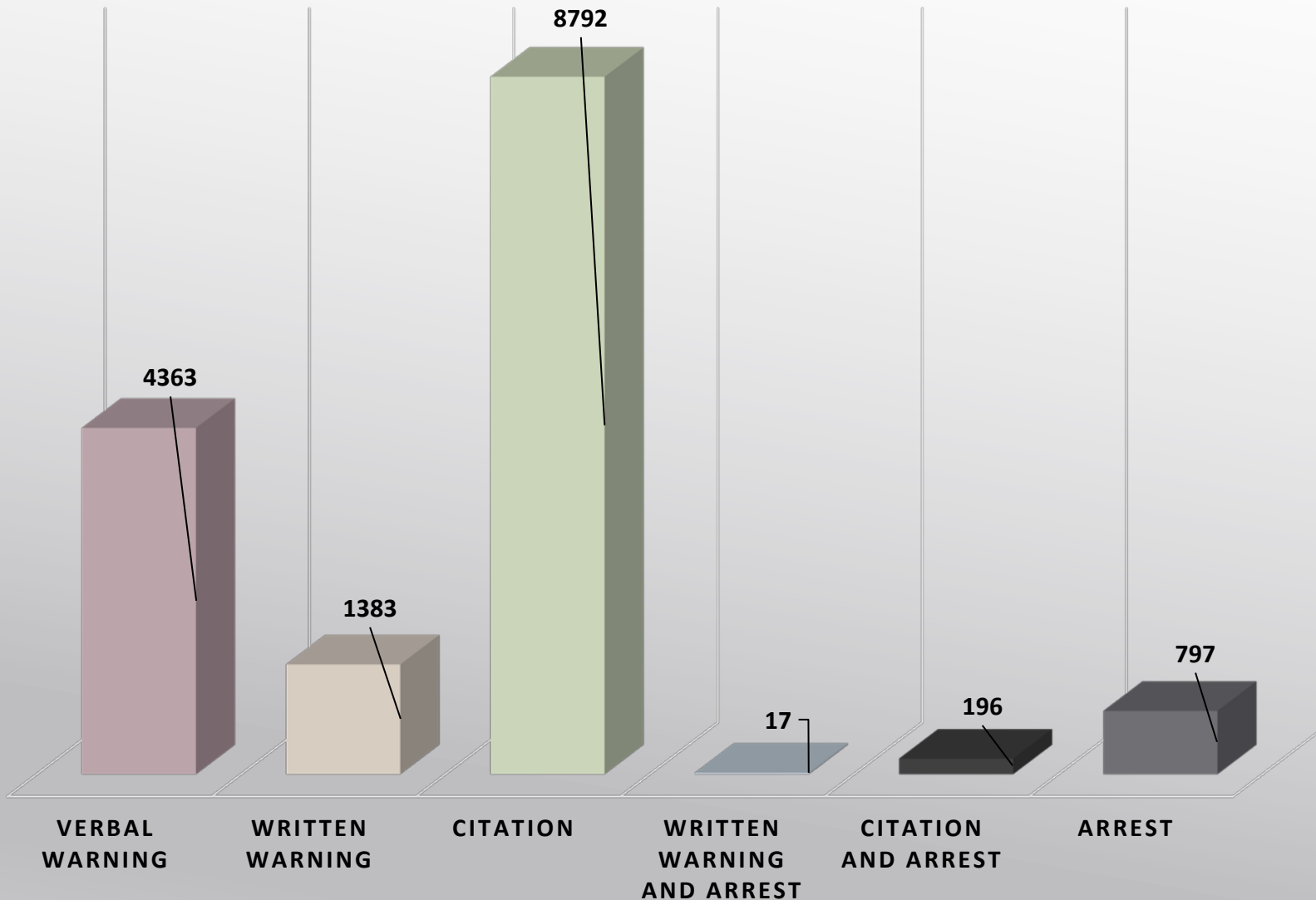


Contraband Hits by Race



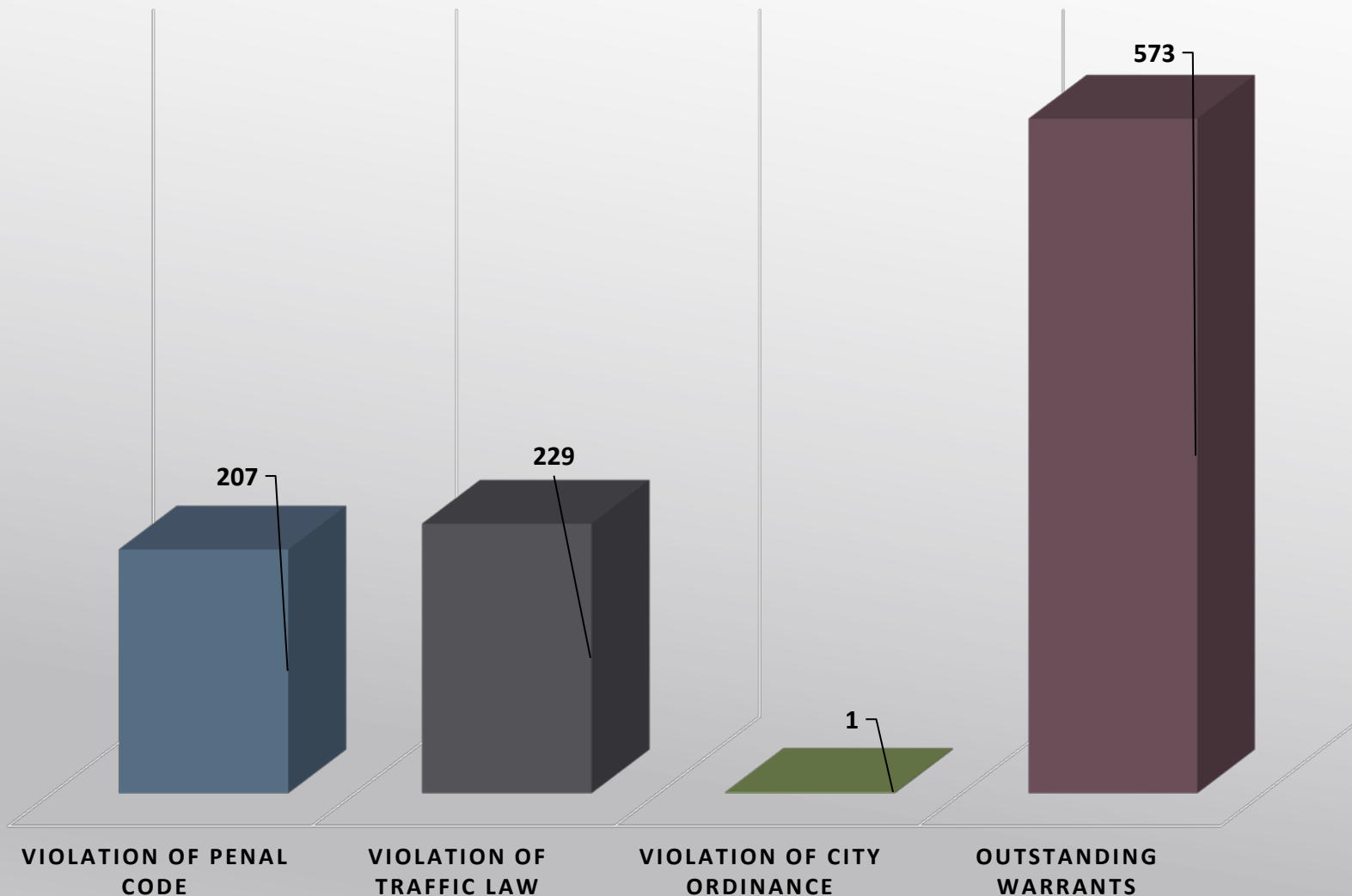


Result of Stop



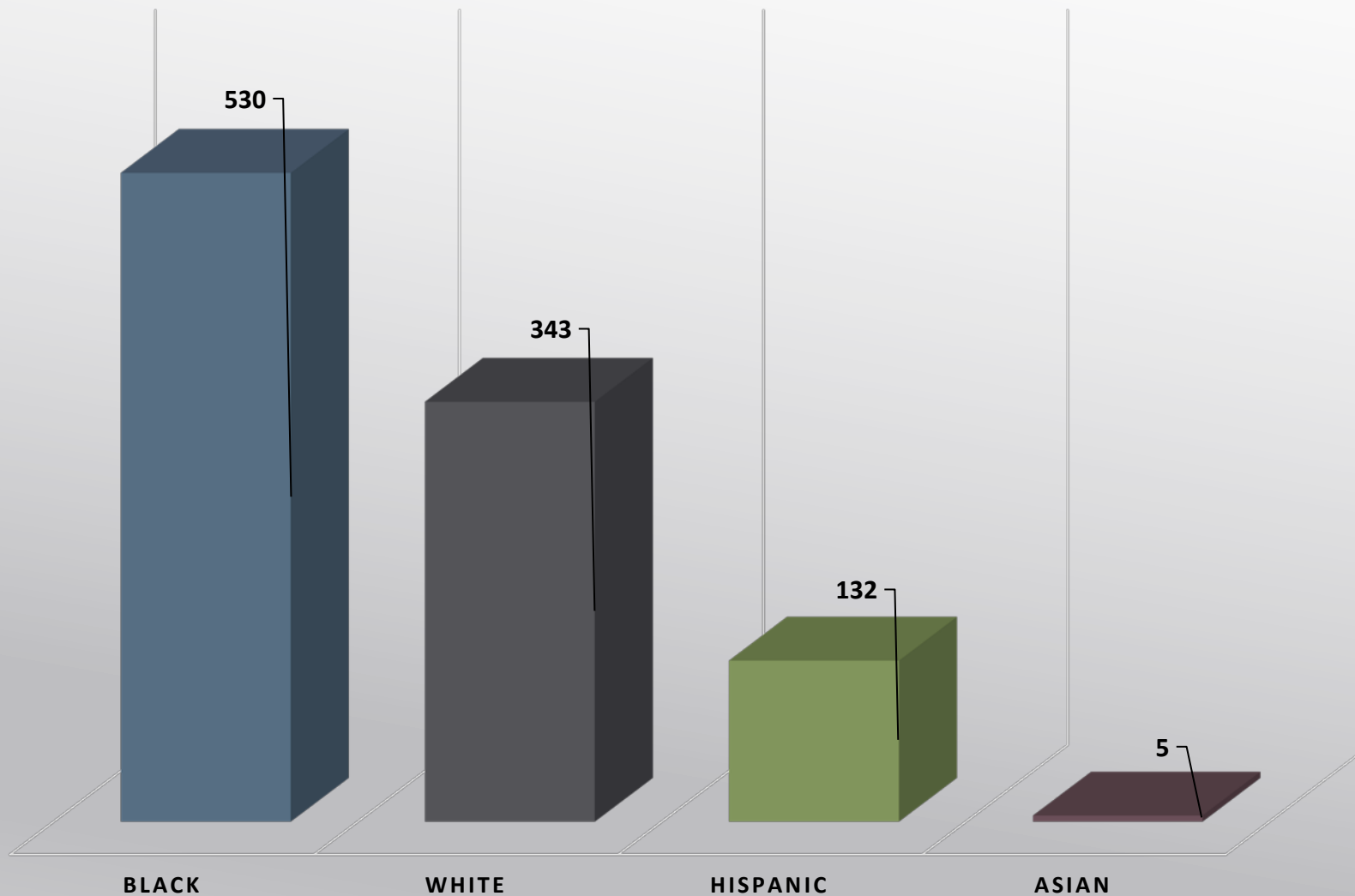


706 Total Arrests



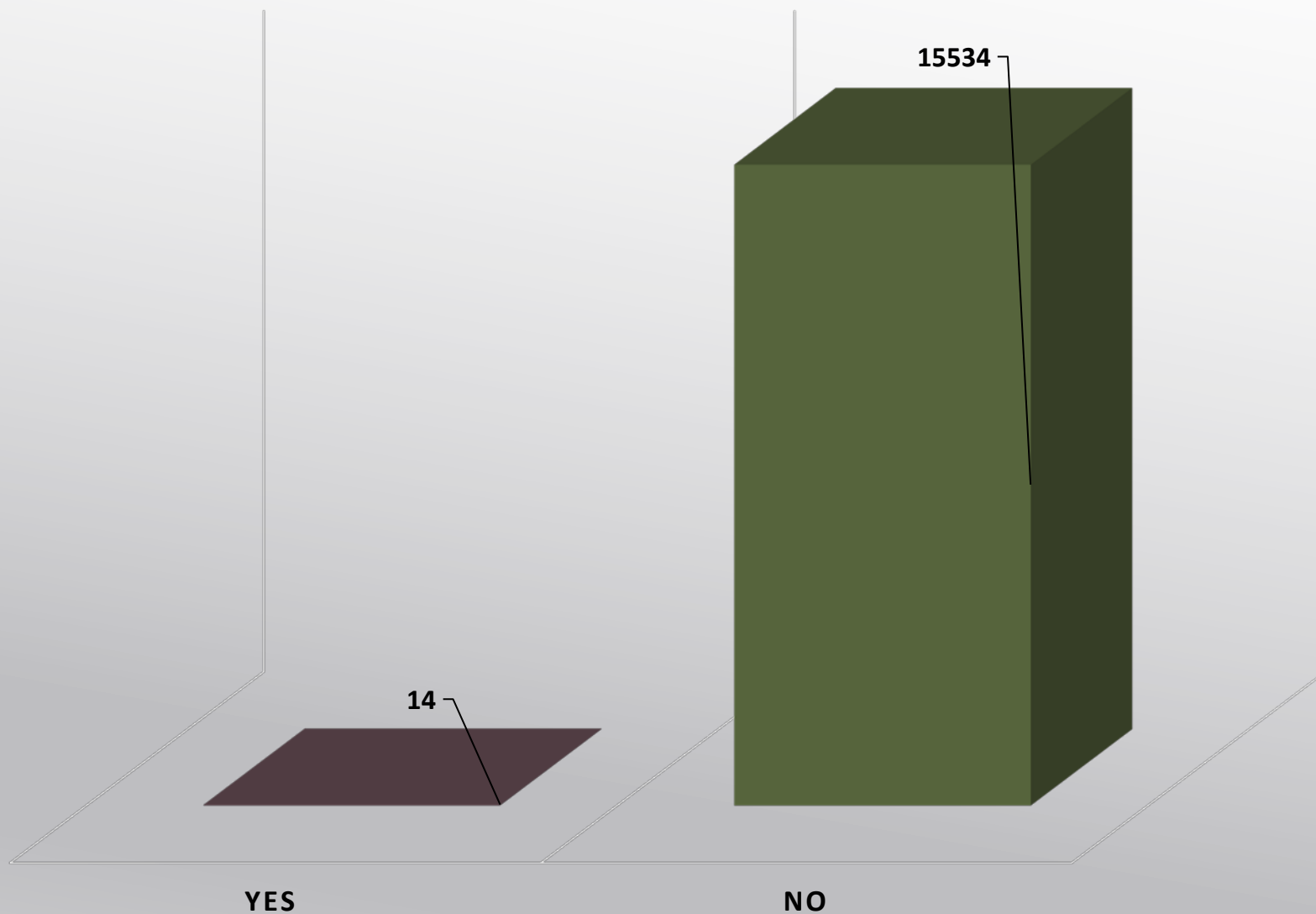


Arrests by Race





Physical Force Used During Stop





Questions?

CITY COMMISSION REGULAR MTG

(5) (b)

Meeting Date: 02/07/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Crime Statistics Report for the calendar year 2023 (Police Department)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report



Texas City Police Department

2023 Annual Charts & Graphs

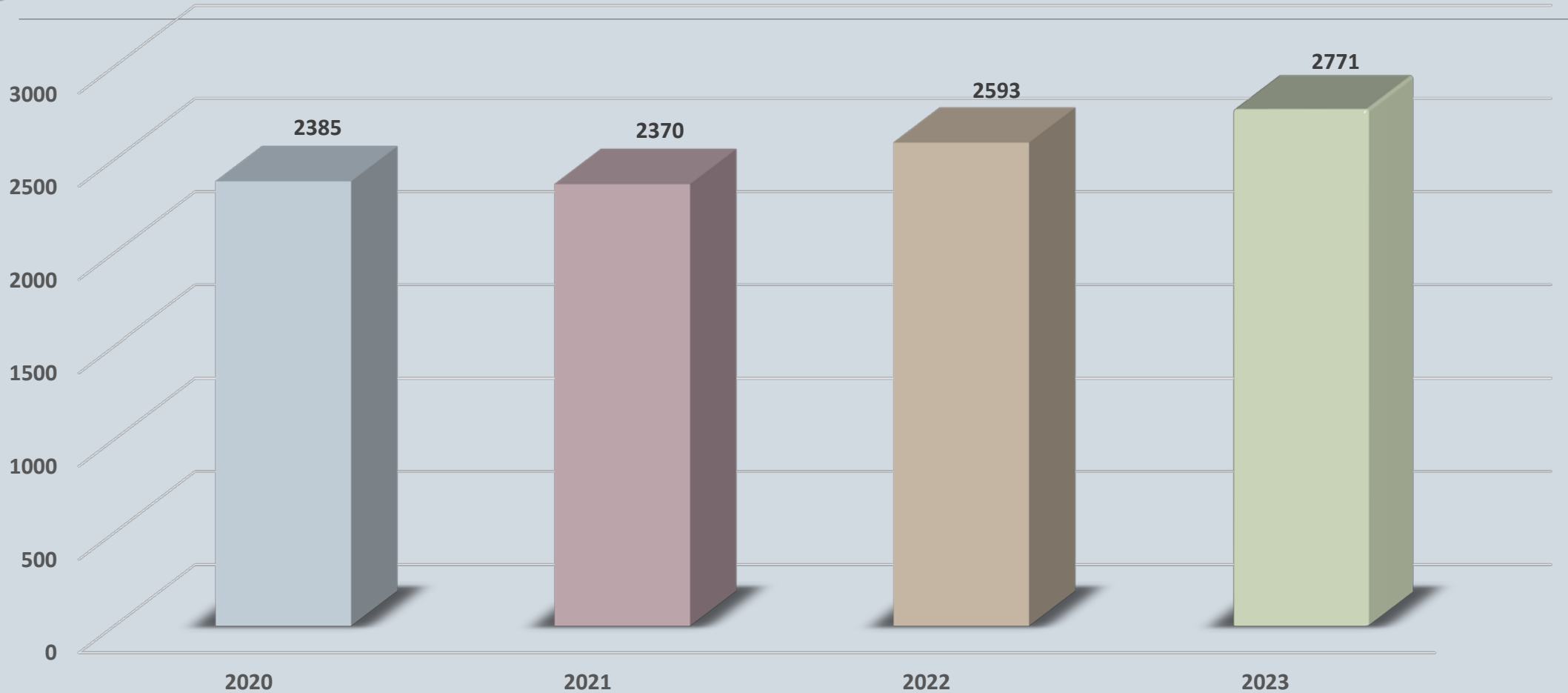


Texas City Police Department Crimes Stats

The information being presented was collected during 2023. This information was collected over the year by the National Incident-Based Reporting System, known as "NIBRS", which is an incident-based reporting system in which law enforcement collects data on each crime occurrence within their jurisdiction.



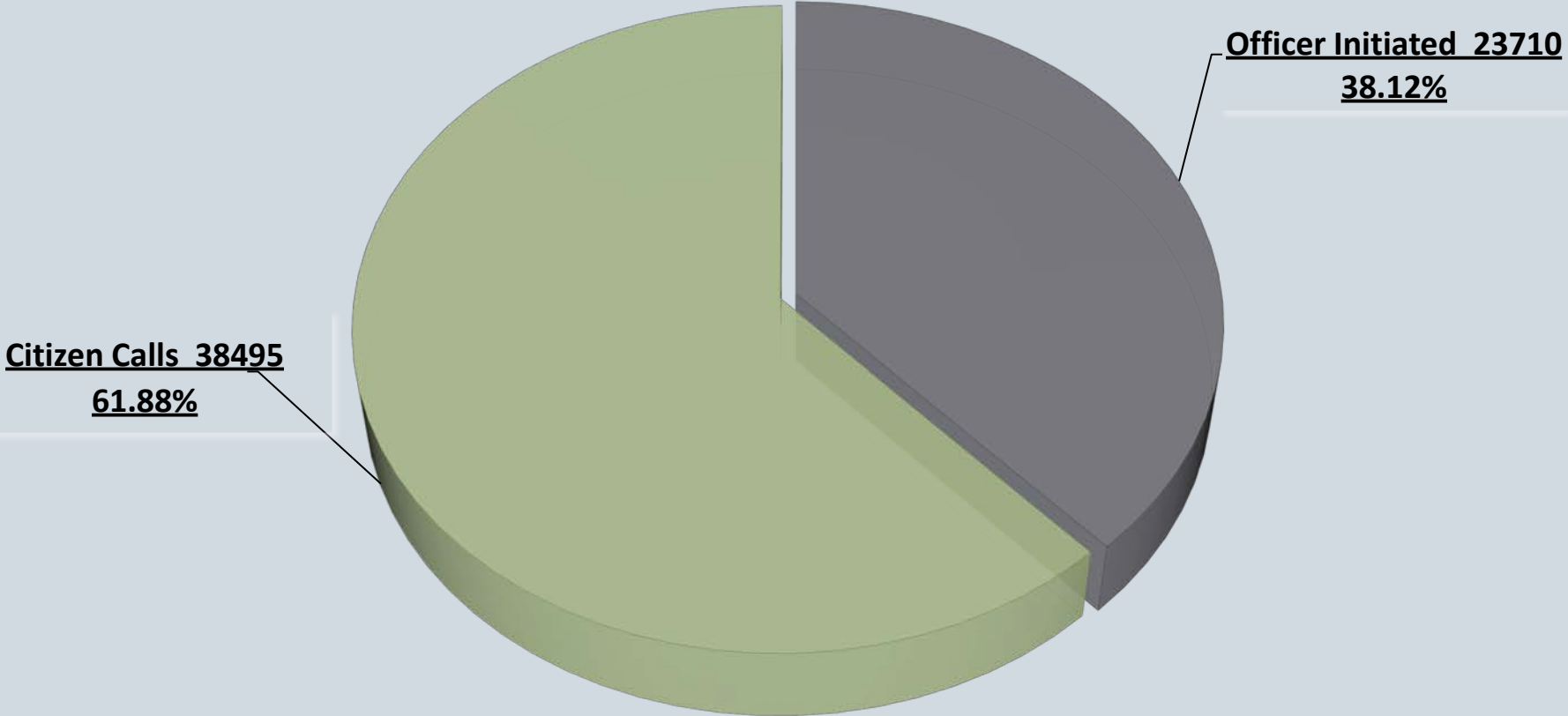
Total Crimes 2020 - 2023





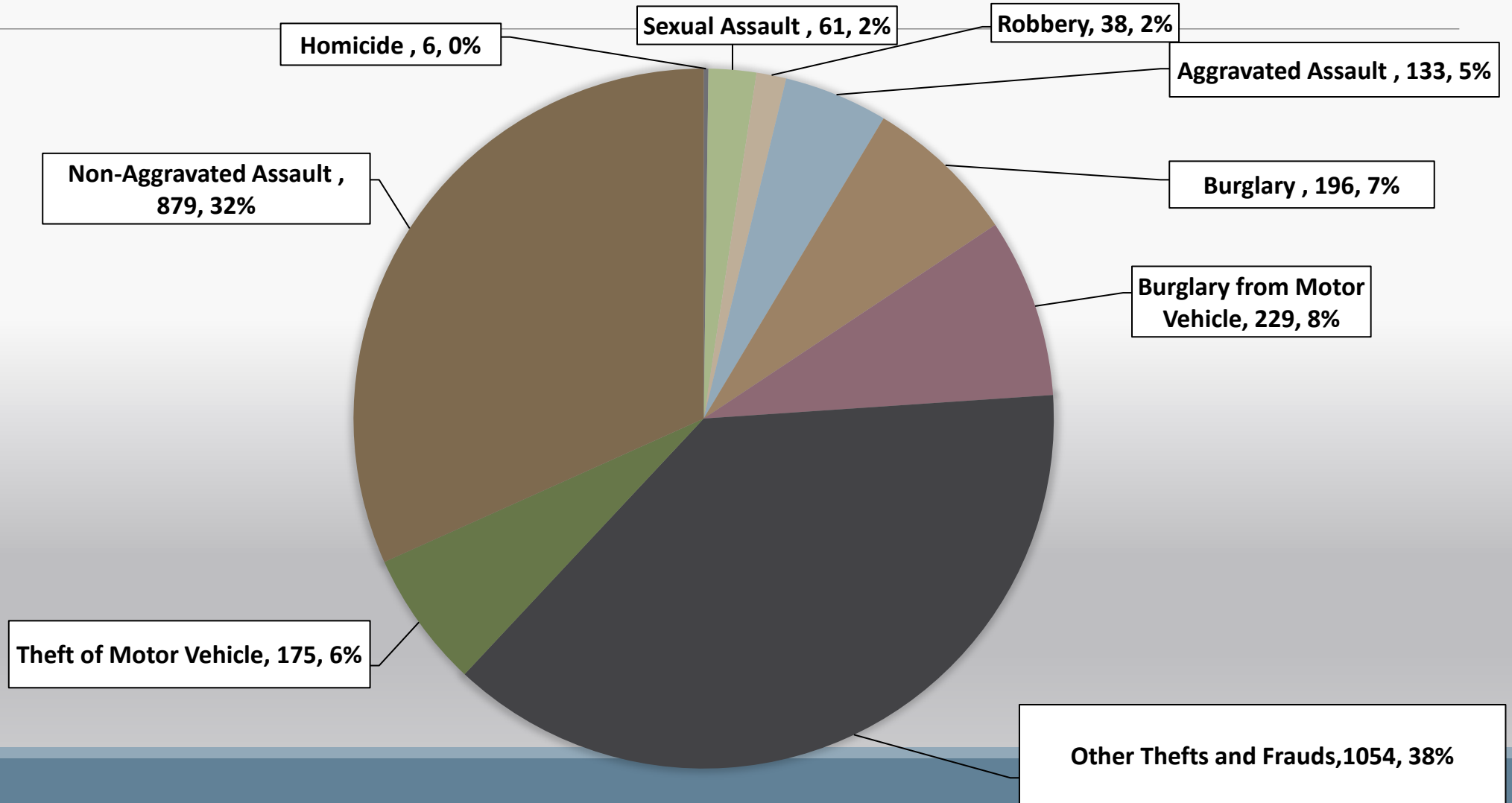
2023 Calls for Service 62,205 Total

(Up 5,071 from 2022)



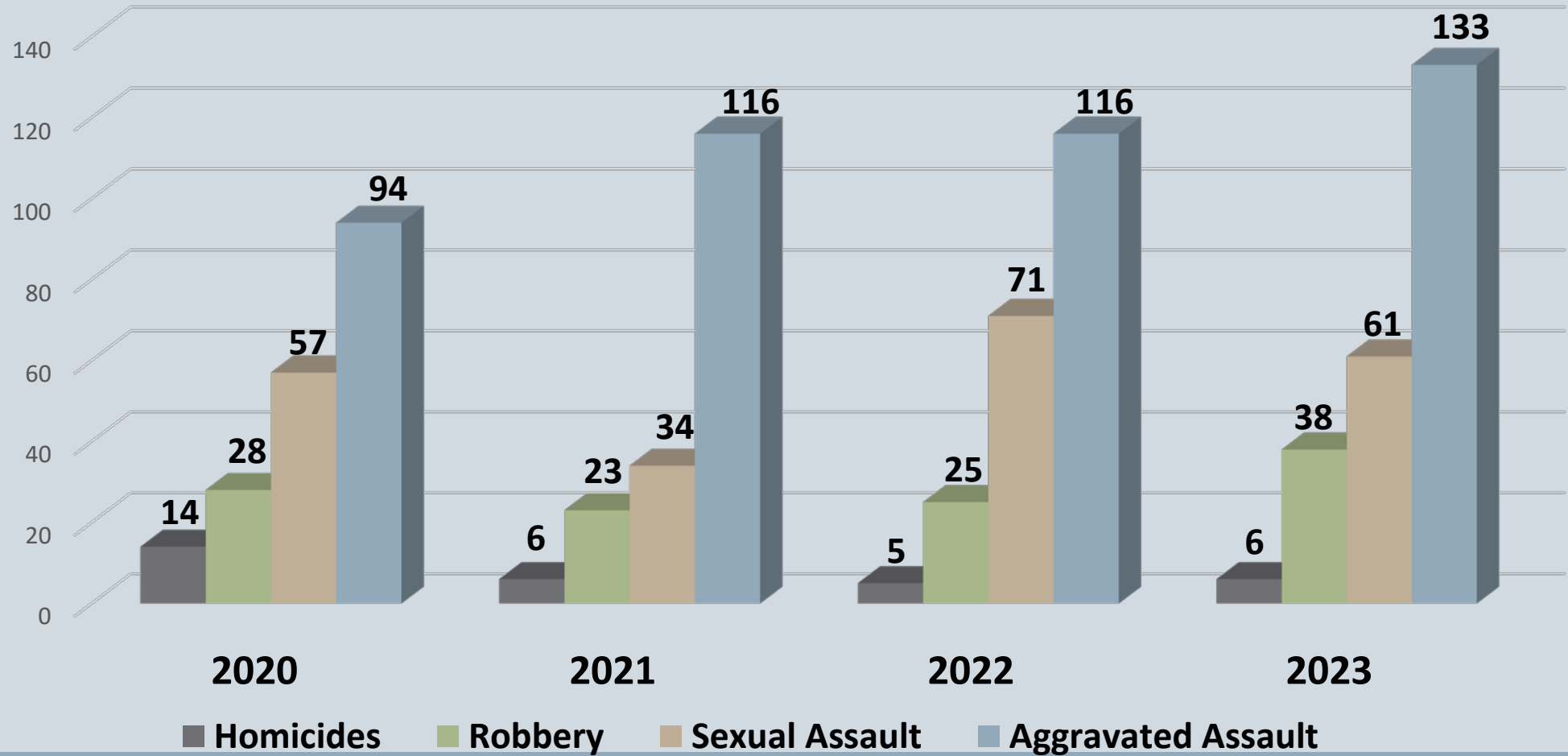


2023 Crimes



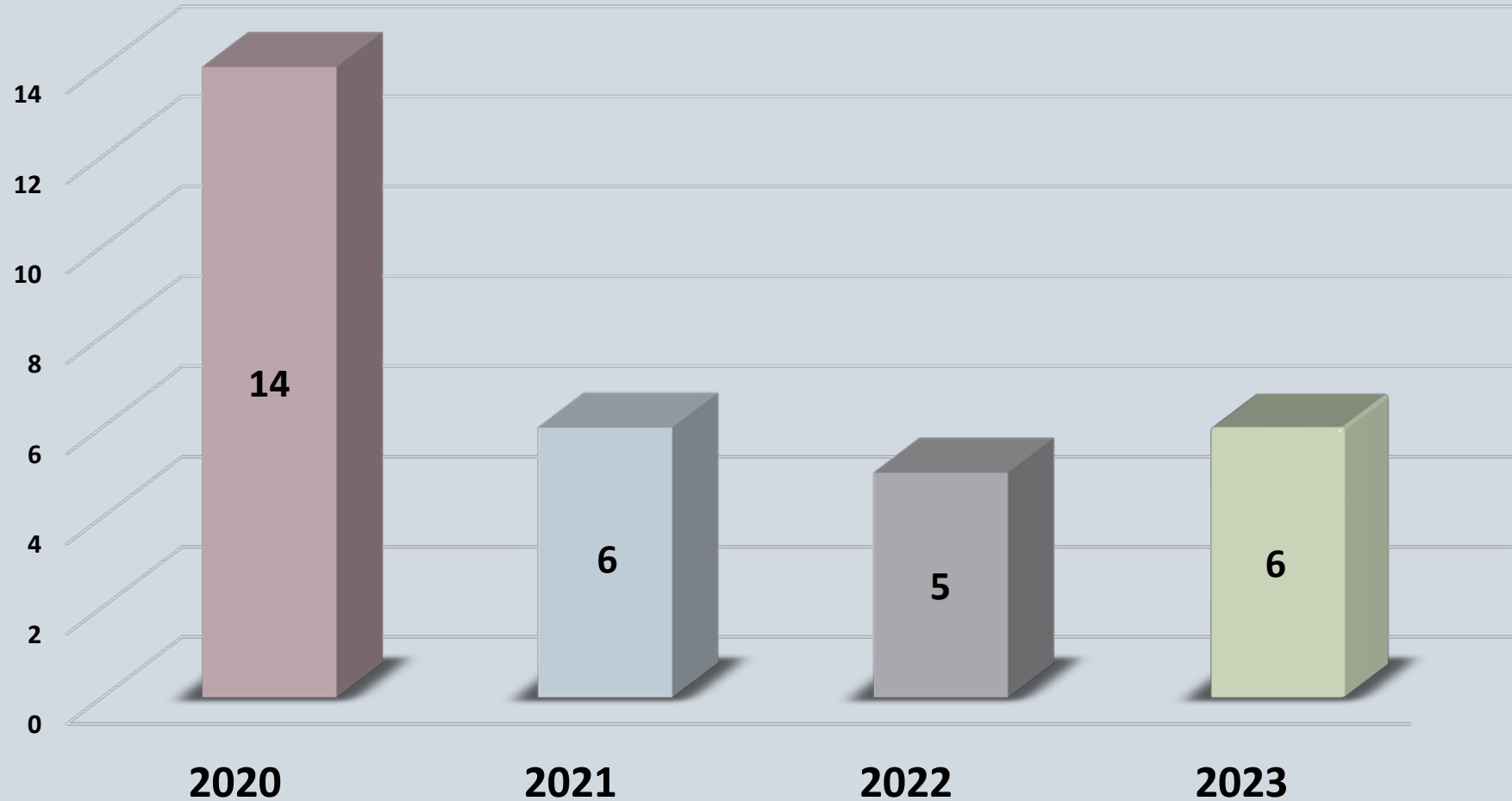


Violent Crime Comparison 2020 - 2023



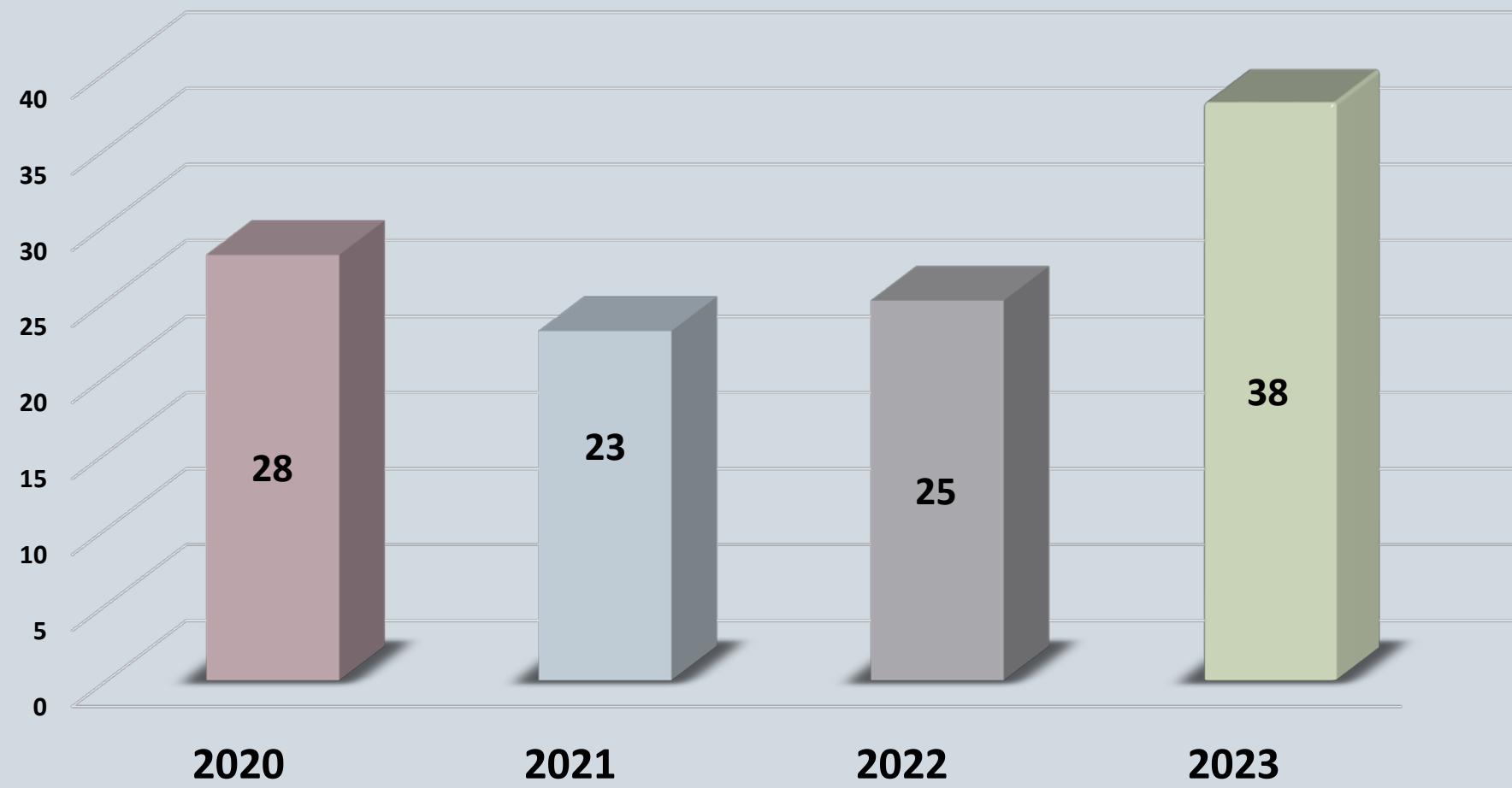


Homicides 2020 - 2023



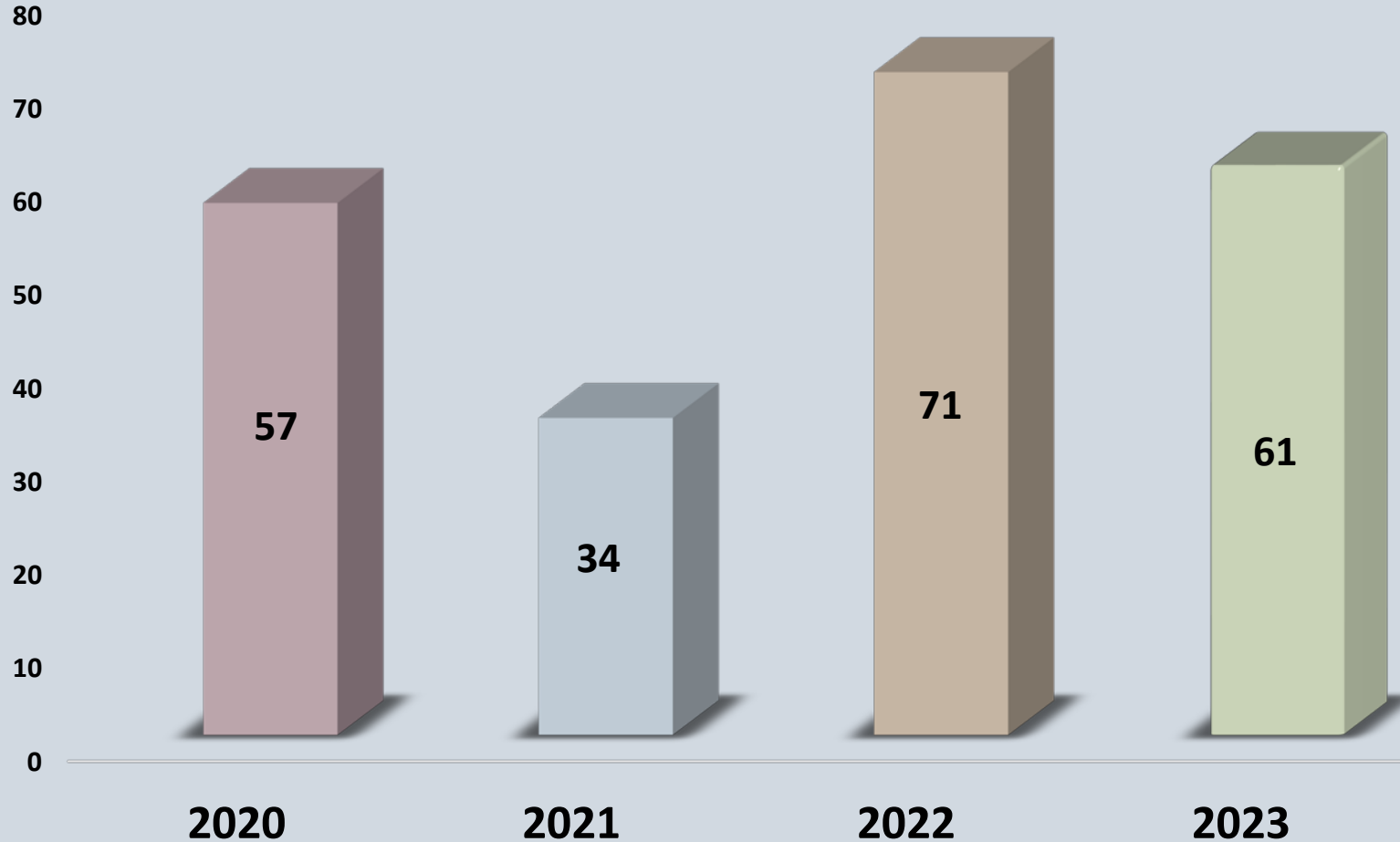


Robbery 2020 - 2023



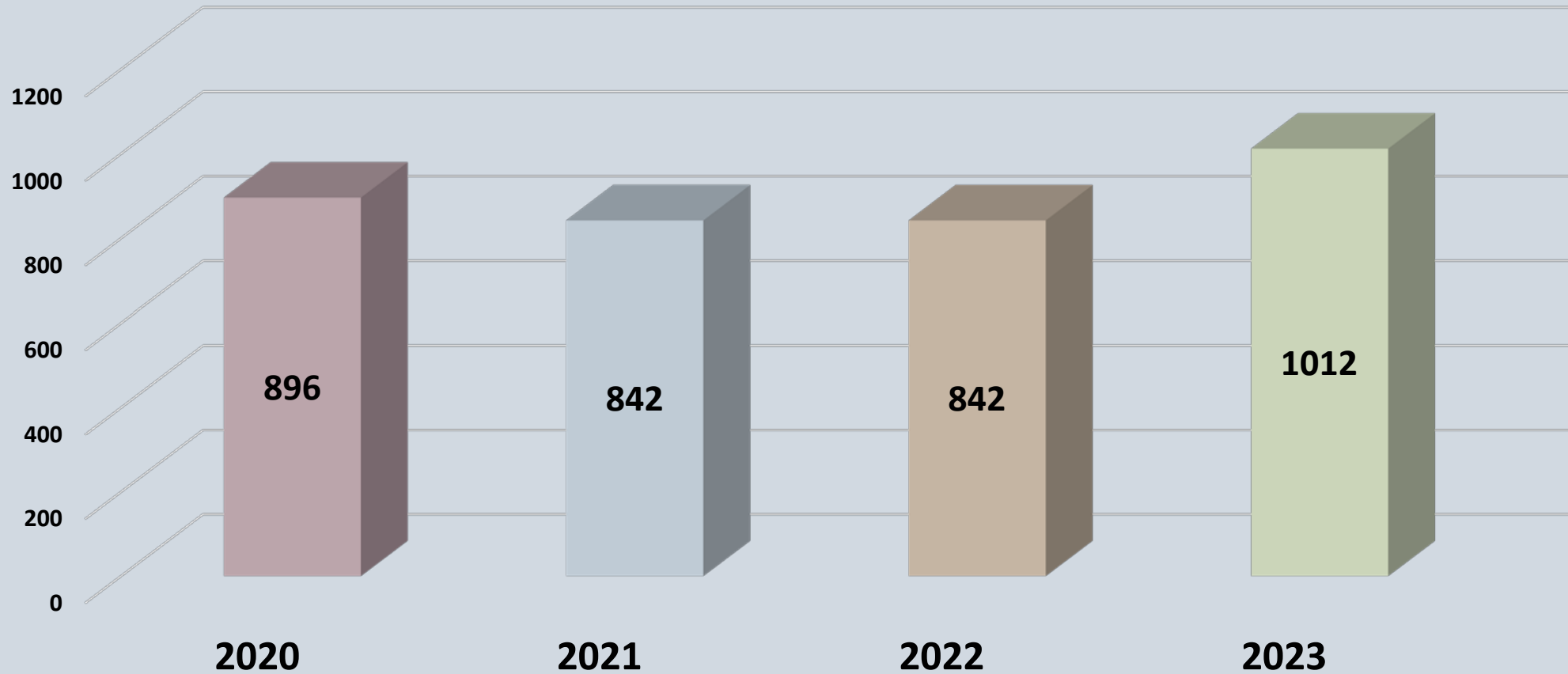


Sexual Assault 2020 - 2023





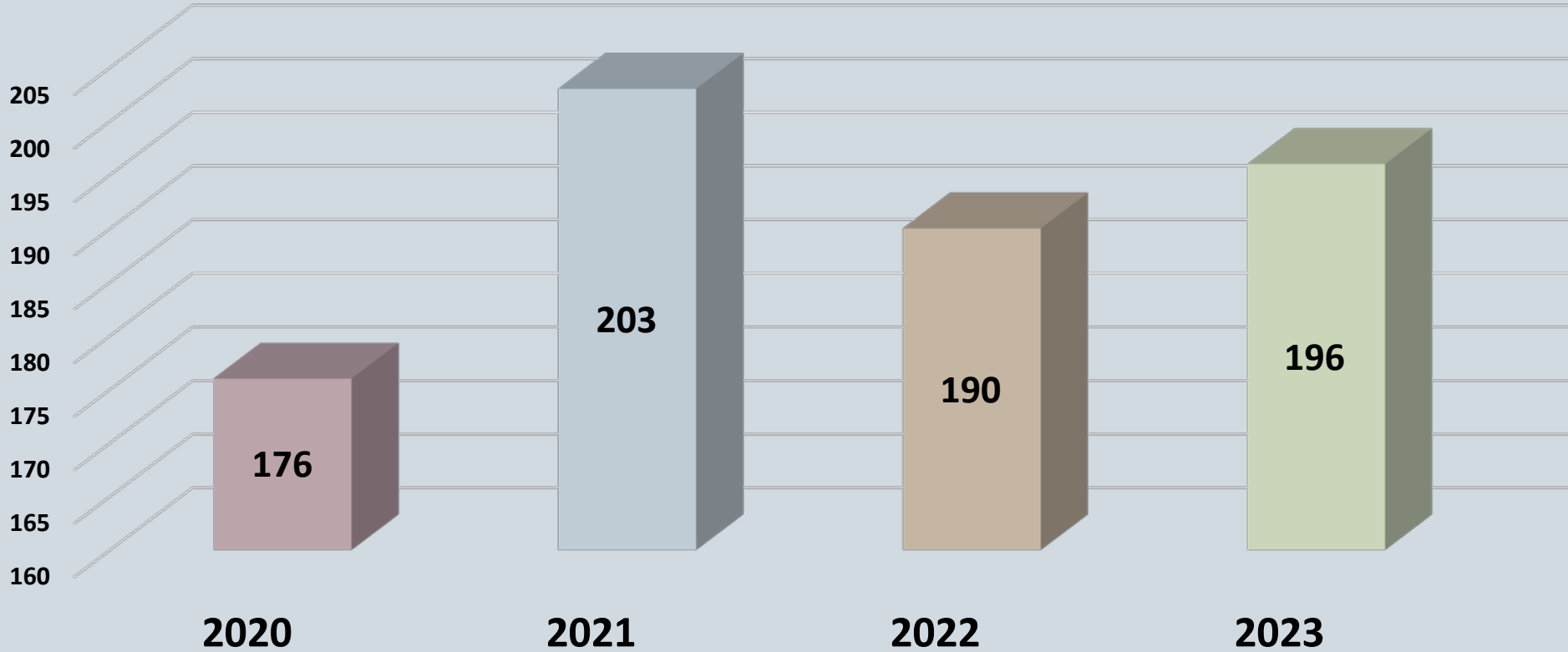
Assault (Aggravated and Simple) 2020 - 2023





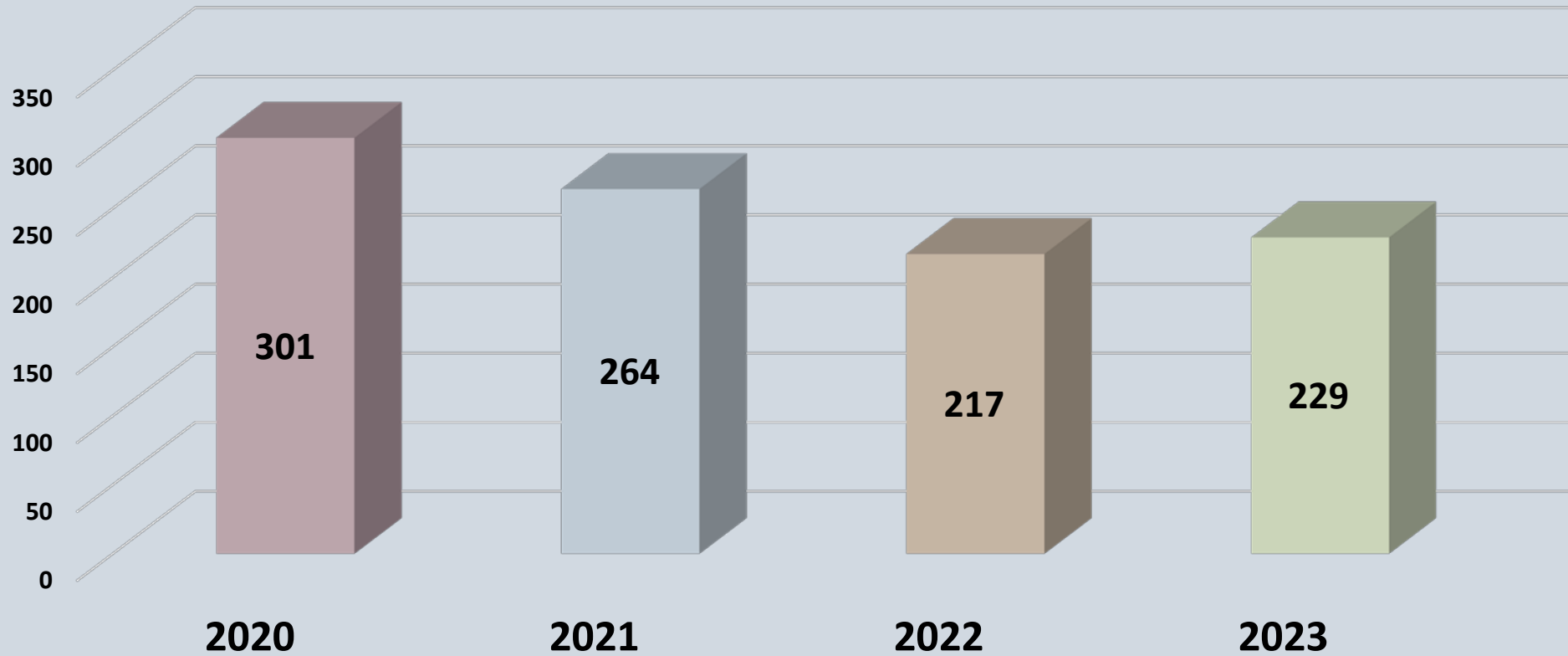
Burglary

2020 - 2023





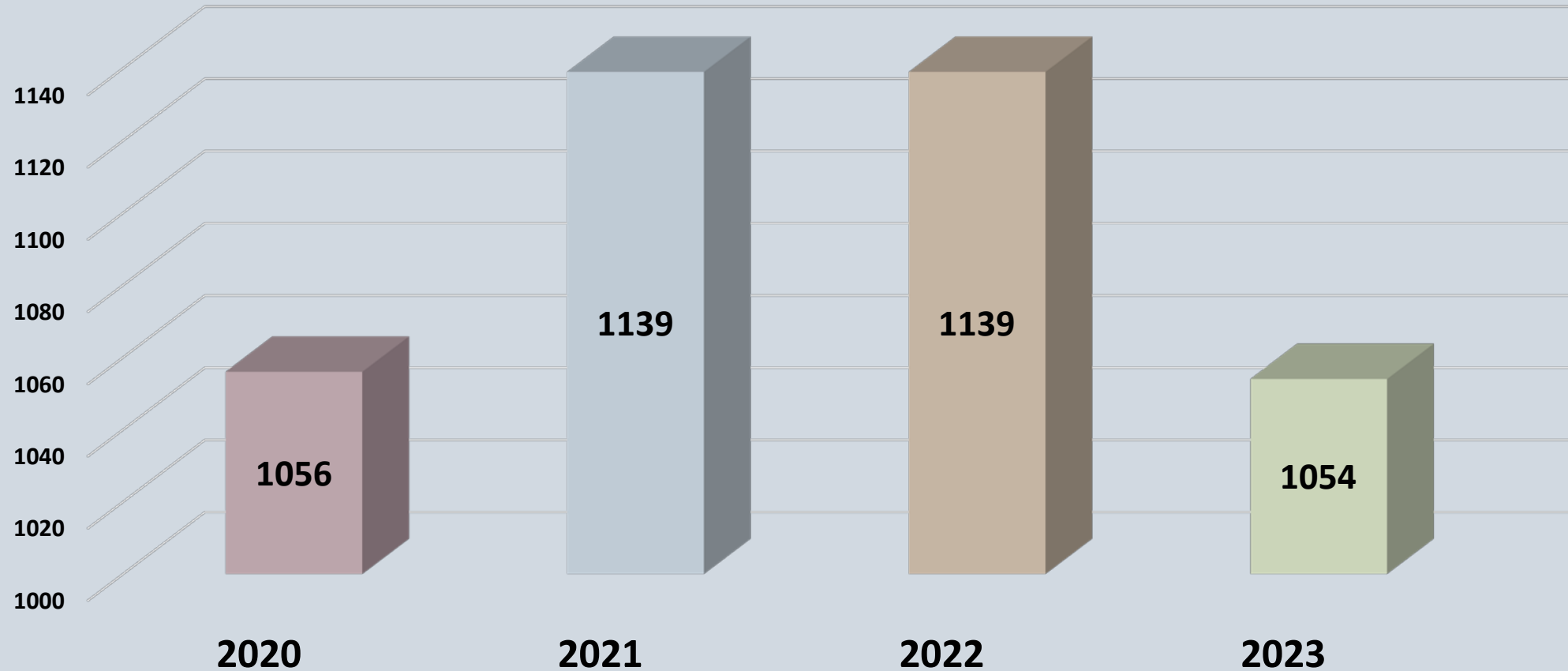
Burglary of Motor Vehicles 2020 - 2023





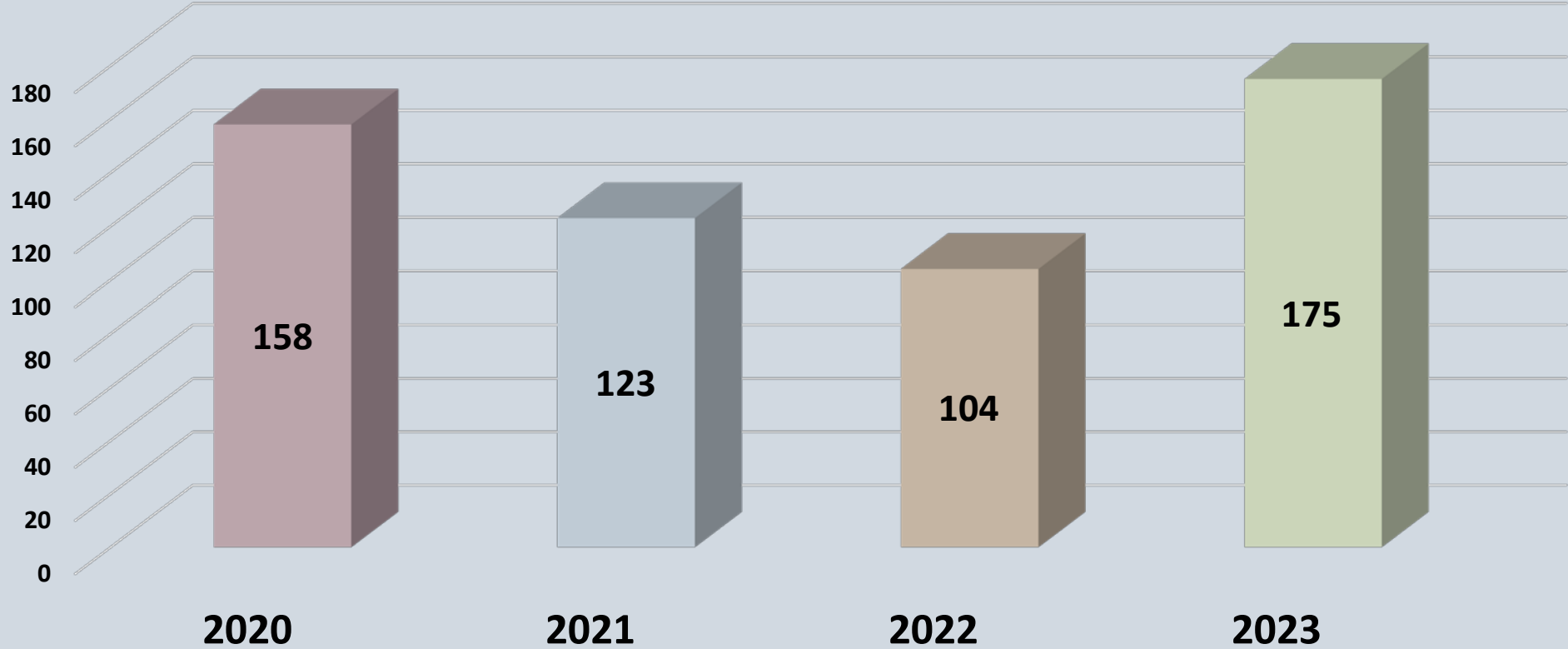
Other Theft 2020 - 2023

(Includes frauds and forgery)





Theft of Motor Vehicle 2020 - 2023



Questions?



CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 02/07/2024

John and Mari Berend request to rezone the property at 2107 24th St N from District "A" to District "B"

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

John and Mari Berend request to rezone the property at 2107 24th St N from District "A" (Single Family Residential) to District "B" (Single Family Attached, Duplex Residential) to construct a duplex.

BACKGROUND (Brief Summary)

Applicants, John and Mari Berend, own 9 properties in Texas City which cater to low/moderate income families. The applicants seek to construct a duplex on the lot at 2107 24th St North which requires a rezoning to District B (Single Family Attached, Duplex Residential) from its current zoning of District A (Single Family Residential).

The property is zoned District A – Single Family Residential. The adjacent property north of the lot is zoned District B – Single Family Attached, Duplex Residential and has existing duplexes which appear to be in good condition. The property across 24th St N and east of the subject lot is zoned District C – Multi-Family Residential and is developed with existing apartments. The adjacent property to the south is zoned District A – Single Family Residential and is developed with existing single family residences. The rear of the residences are adjacent to the side of the vacant lot. The adjacent property to the west is vacant and currently zoned District A – Single Family Residential.

The street adjacent to the subject property, 24th St N, is paved. Water and sewer are existing and available to the site. There are no known drainage issues in the area.

The subject location is adjacent to existing District B and across from existing District C which appears to be consistent with the Land Use Plan and in good condition. The adjacent residential lots are facing away from the subject location and away from the existing higher density residential development. Due to the lot configuration, the extension of the existing District B to one additional lot is unlikely to create a conflict with the existing single family residential uses. Any potential conflict could be mitigated by the construction of a screening wall or fence between the duplex and the existing single family residential. This would be a requirement if the property were rezoned to District C – Multifamily Residential, as originally requested by the applicants.

RECOMMENDATION

The Zoning Commission voted unanimously to recommend the requested zoning change at its regular meeting on January 16, 2024, after holding a Public Hearing upon proper notice mailed to adjacent property owners.

There were no objections voiced at the Public Hearing or received in writing. Staff have no objection to the requested rezoning and recommend adding the construction of a screening wall or fence as a condition for the rezoning.

Fiscal Impact

Attachments

Staff Report for 2107 24th St N Zoning Change

2107 24th St N - Aerial View

COTC Zoning Map

2107 24th St N - Application and Statement


CITY OF TEXAS CITY, TEXAS

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



Mayor:
Dedrick Johnson

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

TO: Zoning Commission – Regular meeting on January 16, 2024
FROM: Kim Golden, P.E., Engineering & Planning 
CC: Doug Kneupper, P.E.
DATE: January 15, 2024
RE: 2107 24th St North (GCAD ID# 188758) - Request to rezone from District A (Single Family Residential) to District B (Single Family Attached, Duplex Residential) to construct a duplex.

Background: Applicants, John and Mari Berend, own 9 properties in Texas City which cater to low/moderate income families. The applicants seek to construct a duplex on the lot at 2107 24th St North which requires a rezoning to District B (Single Family Attached, Duplex Residential) from its current zoning of District A (Single Family Residential).

Existing conditions and zoning: The lot at 2107 St North is 207.95 ft x 119.2ft (24,787.64sft)(0.5691 ac) and is vacant. According to records in GCAD, the lot had a structure in place until 2020. The applicants acquired the property by warranty deed in 1996 and have owned it continuously since that time.

The property is zoned District A – Single Family Residential. The adjacent property north of the lot is zoned District B – Single Family Attached, Duplex Residential and has existing duplexes which appear to be in good condition. The property across 24th St N and east of the subject lot is zoned District C – Multi-Family Residential and is developed with existing apartments. The adjacent property to the south is zoned District A – Single Family Residential and is developed with existing single family residences. The rear of the residences are adjacent to the side of the vacant lot. The adjacent property to the west is vacant and currently zoned District A – Single Family Residential.

LAND USE PLAN: The current land use plans show the subject area as an established neighborhood and is adjacent to an “Activity Corridor”. The guidelines for the Activity Corridor include higher density residential development. The existing duplexes and apartments are consistent with this land use.

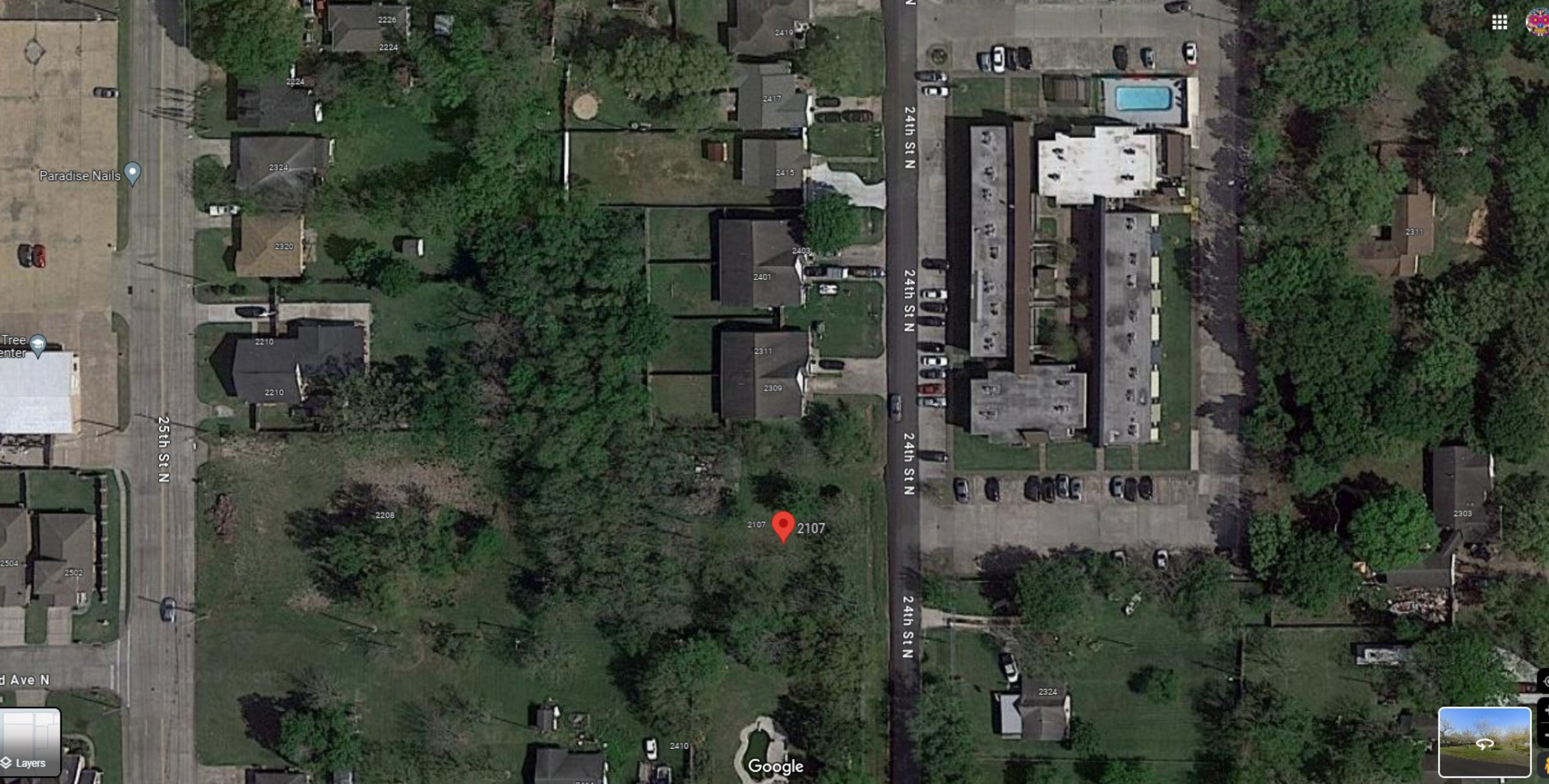
Existing infrastructure: The street adjacent to the subject property, 24th St N, is paved. Water and sewer are existing and available to the site. There are no known drainage issues in the area.

Analysis: The subject location is adjacent to existing District B and across from existing District C which appear to be consistent with the Land Use Plan and in good condition. The adjacent residential lots are facing away from the subject location and away from the existing higher density residential development. Due to the lot configuration, the extension of the existing District B to one additional lot is unlikely to create a conflict with the existing single family residential uses. Any potential conflict could be mitigated by the construction of a screening wall or fence

"QPS – Quality Public Service"

between the duplex and the existing single family residential. This would be a requirement if the property were rezoned to District C – Multifamily Residential, as originally requested by the applicants.

Staff have no objection to the requested rezoning and recommend adding the construction of a screening wall or fence as a condition for the rezoning.



Paradise Nails

Tree Center

25th St N

24th St N

24th St N

24th St N

24th St N

d Ave N

Layers

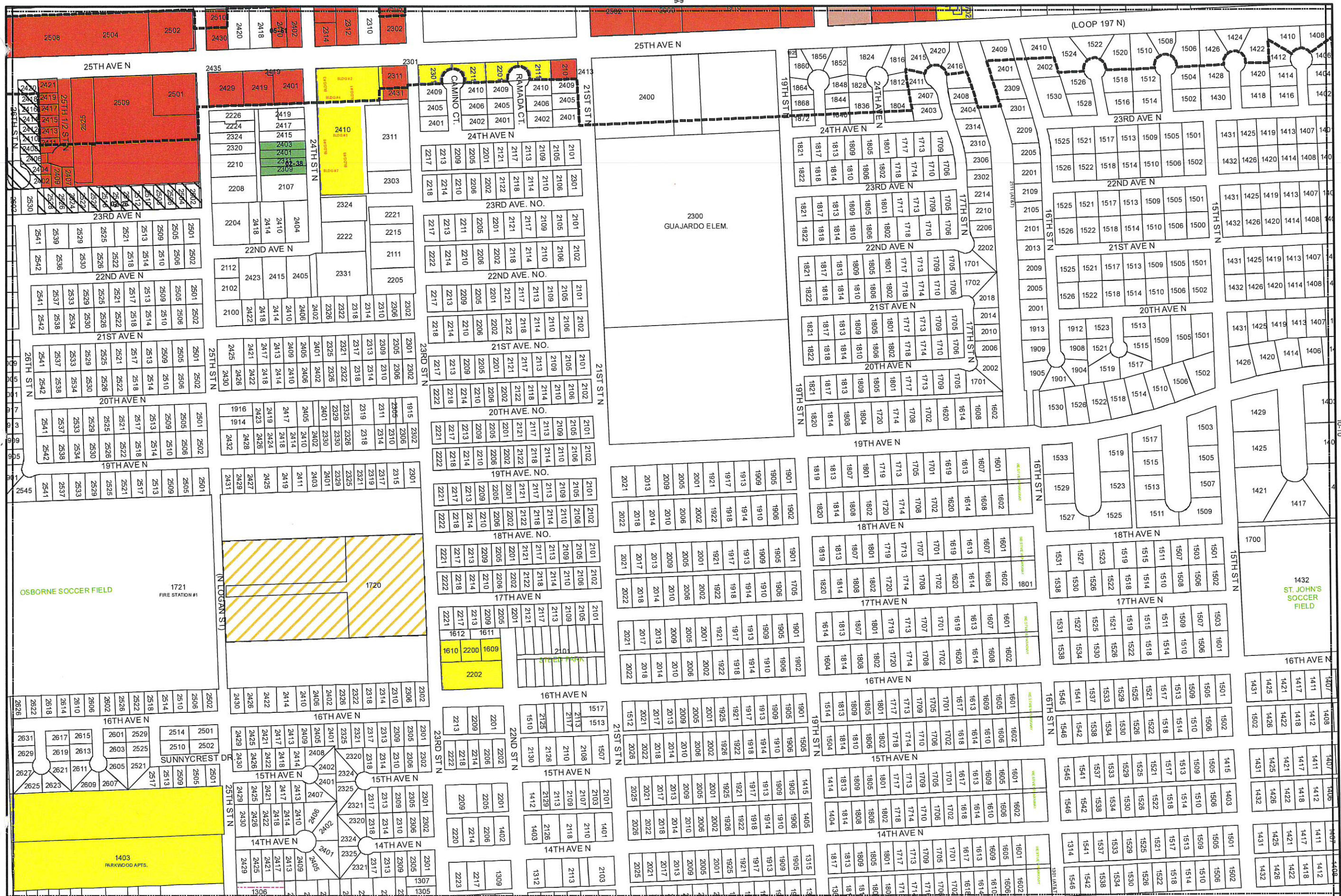
Google



NOTE: These drawings are for City planning only. The City of Texas City makes no representations as to the accuracy or suitability of this information.

TEXAS CITY ZONING

SHEET
10-9



Zoning

- A
- A-1
- A-2
- B
- C
- C-1
- D
- D-1
- E
- E-1
- E-2
- E-3
- E-4
- F
- F-1
- G
- G-2
- H
- I
- O
- O-P
- P-I
- CIMU
- PUD
- S-P
- I.B.D
- L.G.D

- OVERLAY DISTRICTS
- CENTRAL BUSINESS OVERLAY DISTRICT
 - ENVIRONMENTAL OVERLAY DISTRICT
 - GATEWAY CORRIDOR OVERLAY DISTRICT



CREATED:
FEB. 14, 2023



Texas City
EST. 1911

CITY OF TEXAS CITY

Engineering & Planning
7800 E. F. Lowry Expy
Texas City, Texas 77591
409.643.5936

DEVELOPMENT APPLICATION

APPLICATION TYPE PLEASE CHECK APPROPRIATE BOX BELOW

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Zoning Change | <input type="checkbox"/> Replat | <input type="checkbox"/> Subdivision Master Plan |
| <input type="checkbox"/> Detailed Site Plan | <input type="checkbox"/> Minor Plat | <input type="checkbox"/> ROW Abandonment |
| <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Amending Plat | <input type="checkbox"/> Sixth Street Revitalization |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Vacating Plat | <input type="checkbox"/> Mobile Food Unit |

See appropriate checklist and fee schedule for minimum submittal requirements for each application

PROPERTY INFORMATION

Project Name: Berend - Duplex
 Project Address or Location: 2107 24th St. North
 Legal Description: ABST 142 PG 2 Lot 23 Texas City HEIGHTS RESUB of lots
 Proposed No. of Lots: 1 Gross Acreage: 73.77-80
 Existing Zoning: Single family Residential "A" Proposed Zoning: multi-family residential "C"
 Existing Use: former SFH - now empty lot. Proposed Use: duplex

"B" Single Family Attached Duplex Residential

APPLICANT & OWNER INFORMATION

Name of Applicant: John + Mari Berend
 Signature: [Signature] Company: _____
 Address: 235 Barracuda
 City: Hitchcock State: TX Zip: 77563
 E-mail: mari.berend@sbcglobal.net Ph: 409 457-4085 Fax: _____

Name of Property Owner: Mari + John Berend
 Signature: [Signature] Company: _____
 Address: 235 Barracuda
 City: Hitchcock, Tx. State: TX Zip: 77563
 E-mail: mari.berend@sbcglobal.net Ph: 409 457-4085 Fax: _____

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

For Department Use Only	
Date Received: <u>06/01/23</u>	Fee Paid: \$ <u>2500</u>
Accepted by: <u>[Signature]</u>	

Request for rezoning of ABST 142 PAGE 2 LOT 23 TEXAS CITY HEIGHTS
RESUB OF LOTS 73, 77-80 (aka 2107 24th St North in Texas City)
This property is currently zoned for single family residential. At
this time we are asking for a zoning variance on this lot to build
a duplex.

There is some confusion surrounding the address 2107 cut off
from the rest of 24th St and sits in what should be the 2300
block of that same street. All additional homes in the same
block have addresses in the 2300's. (street view attached).

24th Street at this area is 1 and ½ blocks long and consists of 3
duplexes an apartment complex and 3 single family homes.

We currently own 9 properties in Texas City and cater to
low/moderate income families. It is our hope to convert this
currently empty lot into two affordable units.

Thank You,

Mari Berend



CITY COMMISSION REGULAR MTG

(6) (b)

Meeting Date: 02/07/2024

Binnacle Texas City 51 LLC requests to rezone from District "A" to District "I" to construct Brookwater Development

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Jerry Le Blanc with Binnacle Texas City 51 LLC requests to rezone from District "A" (Single Family Residential) to District "I" (Planned Unit Development) to construct Brookwater Development – a subdivision that will contain 201 lots.

Recommend approval of the rezoning from District A – Single Family Residential to District I – Planned Unit Development in accordance with the developer's PUD Application and Planned Unit Development Plan to the Zoning Commission and City Commission.

BACKGROUND (Brief Summary)

Brookwater Subdivision is a 201-unit subdivision on 50 acres of undeveloped land located on the east side of FM 2004, between Mainland City Centre and GCDD No. 2's Ditch 6 channel. Jerry Leblanc with Binnacle Development is the developer. The developer is re-applying for this rezoning from District A – Single Family Residential to District I – Planned Unit Development because the previous preliminary zoning approval has expired.

The relevant timeline:

November 17, 2021 – City Commission approved masterplan and gave PUD preliminary zoning approval. Preliminary zoning approvals expire in 12 months unless there is application for a building permit. Section 160.106(D)(3 & 4)

May 16, 2022 – Planning Board approved the Preliminary Plat. This has been treated administratively as resetting the 12-month clock on the preliminary zoning approval. Section 159.023(F)

February 3, 2023 – Application received for Final Plat and submission of construction drawings – this was within the reset 12 months.

March 14, 2023 – comments were provided on the final plat and construction drawings. Have not received a response or resubmittal of the final plat or construction drawings.

May 16, 2023 – the administratively extended preliminary zoning approval expired.

RECOMMENDATION

The Zoning Commission voted unanimously to recommend the requested zoning change at its regular meeting on January 16, 2024, after holding a public hearing upon property notice mailed to adjacent property owners. There were no objections voiced at the Public Hearing or received in writing.

Staff have no objection to approval of the rezoning from District A – Single Family Residential to District I – Planned Unit Development in accordance with developer’s application dated December 8, 2023, subject to the requirement for the Recreation Site to be fully developed prior to the platting of the second section of the plat which creates the 80th lot, whichever occurs first.

Fiscal Impact

Attachments

Staff memo for Brookwater Subdivision Zoning Change
Brookwater PUD Application

CITY OF TEXAS CITY, TEXAS

ENGINEERING & PLANNING • OFFICE (409) 643-5936



Mayor:
Dedrick Johnson

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

To: Planning Board – Regular meeting on January 8, 2024
From: Kim Golden, P.E., City Engineer
CC: Doug Kneupper, P.E., Consulting Engineer
Date: December 8, 2023
Re: Brookwater Subdivision, Master Plan and PUD Zoning

Background: Brookwater Subdivision is a 201-unit subdivision on 50 acres of undeveloped land located on the east side of FM 2004, between Mainland City Centre and GCDD No. 2's Ditch 6 channel. Jerry Leblanc with Binnacle Development is the developer. The developer is re-applying for this rezoning from District A – Single Family Residential to District I – Planned Unit Development because the previous preliminary zoning approval has expired.

The relevant timeline:

November 17, 2021 – City Commission approved masterplan and gave PUD preliminary zoning approval. Preliminary zoning approvals expire in 12 months unless there is application for a building permit. Section 160.106(D)(3 & 4)

May 16, 2022 – Planning Board approved the Preliminary Plat. This has been treated administratively as resetting the 12-month clock on the preliminary zoning approval. Section 159.023(F)

February 3, 2023 – Application received for Final Plat and submission of construction drawings – this was within the reset 12 months

March 14, 2023 – comments were provided on the final plat and construction drawings. Have not received a response or resubmittal of the final plat or construction drawings.

May 16, 2023 – the administratively extended preliminary zoning approval expired.

Requested action: Recommend approval of the Master Plan and rezoning from District A – Single Family Residential to District I – Planned Unit Development in accordance with the developer's PUD Application and Planned Unit Development Plan to the Zoning Commission and City Commission.

Staff Analysis/Recommendation: The developer is resubmitting a duplicate of the original application with no changes or variations. Copies of the previous staff reports are attached for reference. The relevant surrounding land uses and conditions have not significantly changed. The site has been cleared, but no work has started on the

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construction of infrastructure because no plans have been approved.

The development agreement remains in place. Among other provisions, the development agreement requires underground utilities and 100% masonry construction along FM 2004 and 60% masonry content throughout the balance of the subdivision. It also provides for annexation into MUD 79 upon creation of a PUD.

The previous approval of the PUD rezoning and master plan which is now expired required full development of the Recreation Site prior to the platting of the second section or the plat which creates the 80th lot, whichever occurs first. As noted in the timeline, the preliminary plat for Section 1 was approved on May 16, 2022, and has expired. An extension of the preliminary plat approval can be requested from the Planning Board in accordance with Section 159.023(F). Section 1 subdivided 18.97 acres into 67 lots and included the area to be platted as the Recreation Site.

Staff have no objection to approval of the master plan and rezoning from District A – Single Family Residential to District I – Planned Unit Development in accordance with developer’s application dated December 8, 2023, subject to the requirement for the Recreation Site to be fully developed prior to the platting of the second section of the plat which creates the 80th lot, whichever occurs first.

**TEXAS CITY PUD APPLICATION
BROOKWATER DEVELOPMENT**

**Submitted by
A&S Engineers, Inc.**

December 2023

Texas City PUD Application

The following application is submitted under Section 160.050 District I (PUD), Planned Unit Development.

Project

Binnacle Development, (the “Developer”) intends to develop a 51-acre tract on FM 2004 in Texas City (the “City”), immediately east of the Park Place South development. Upon completion, the community will consist of approximately 200 single-family homes ranging in price from the low \$200,000s to over \$300,000, with lot sizes ranging from 50’ to 70’ front width. The Developer is submitting this application to establish the parameters of development for the community and the obligations of both the Developer and the City.

Project Details

1. The site is located east of FM 2004, south of Moses Bayou, and north of the Mall of the Mainland. (see attached aerial map “Exhibit A” and property survey “Exhibit B”).
2. The development will consist of approximately 200 single family lots, ranging from 6,500 square feet to over 16,000 square feet, upon which home values are expected to range from \$200,000 to over \$300,000. Typical lot sizes for interior lots will be 50’x120’ and 60’x120’, and the lots to the north bordering the Moses Bayou will be 70’ wide with depths ranging from 120’ to 180’ (see attached land plan “Exhibit C”). The community will include a 0.9-acre park/green space, and landscaped entry reserves.
3. The density is approximately 4.0 units per acre, an increase over standard subdivision densities due to the available drainage capacity negating the need for on-site detention.
4. There will be no non-residential uses.
5. All home construction will be standard one-story and two-story dimensions, not exceeding 36 feet in height.
6. The property has slight elevation changes, all of which will be modified during the development process. The property will drain to the north, into Moses Bayou.

7. The property is above the 100-year floodplain; there are no jurisdictional wetlands within the property boundaries.

8. The property will be developed in three sections, each approximately 17 acres, and all will be single-family residential.

Developer Obligations

Upon adoption of the PUD, Developer will commit to the following:

1. The property will be developed under the general time frame presented in "Exhibit D."
2. At a minimum Developer will provide green space as delineated in "Exhibit C."
3. Before any housing units are constructed, Developer will form a homeowner's association ("HOA") covering all residential units in the PUD. The HOA will be responsible for all subdivision and common area maintenance.
4. Developer will commit that development and buildout will follow all Texas City ordinances and regulations.

City Obligations

Upon adoption of the PUD, the City will approve the following:

1. The City will consent to annexation of the property into Galveston County Municipal Utility District No. 79.
2. The PUD will incorporate provisions to prohibit drilling for any natural resources within the boundaries of the PUD.
3. The City will consent to vehicular and pedestrian access from FM 2004 to and from the property.



H-GAC, IDS Engineering Group, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, Copyright nearmap 2015

Brookwater Aerial Exhibit

Exhibit A - Project Aerial Map

Print Date: 4/12/2021 2:50:46 PM IDS Engineering Group

1 inch = 507 feet



Disclaimer: This web site represents the information that has been made available for the use of this system and does not necessarily include the most complete and/or accurate data. IDS Engineering Group does not warrant its accuracy or completeness. Verification should be done as necessary.

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SCALE: 1" = 100'

Exhibit B - Project Survey

METES AND BOUNDS DESCRIPTION

All of that certain 50.65 acre tract of land situated in the W. K. WILSON SURVEY, Abstract Number 208, being parts of Lots 9 through 12 and part of Lot 14, of the WATERMAN'S SUBDIVISION, a subdivision in Galveston County Texas, according to the map or plot thereof recorded in Volume 8, Page 10 of the Galveston County Map Records, and being those tracts of land called 24.42 acres and 10.03 acres described in that certain Special Warranty Deed dated October 31, 2008 from 412 Center Park, Ltd., to Texas City Economic Development Corporation recorded in Clerk's File Number 2008059945 and that tract of land called 16.1630 acres described in that certain Special Warranty Deed dated April 19, 2016 from Texas City Economic Development Corporation to 412 Center Park, Ltd., recorded in Clerk's File Number 2016021487, both of the Official Public Records of Galveston County, Texas; said 50.65 acres of land being more fully described by metes and bounds as follows:

BEGINNING at a 5/8 inch rod found in the East right-of-way line of Mall of the Mainland Parkway (a.k.a. F.M. 2004) (called 120' in width), same being the Northwest corner of Lot 6, of the MALL OF THE MAINLAND, a subdivision of record in Volume 18, Pages 446-448 of the Galveston County Map Records, also being the Southwest corner of aforesaid 10.03 acre tract, the Southwest corner of the herein described tract and the POINT OF BEGINNING hereof;

THENCE, N 0°23'30" E along and with the East right-of-way line of Mall of the Mainland Parkway, being the West line of above said 10.03 and 24.42 acre tracts of land, a distance of 1,766.23 feet to a 5/8 inch rod found at the Northwest corner of the herein described tract;

THENCE, N 88°59'31" E along and with the North line of said 24.42 acre tract, a distance of 564.00 feet to a point for corner, and a found 5/8 inch rod;

THENCE, S 28°01'34" E, a distance of 307.69 feet to a 5/8 inch rod found at the beginning of a non-tangent curve to the left, said curve having a radius of 850.00 feet and a central angle of 20°30'41";

THENCE, along the arc of said non-tangent curve to the left, a distance of 304.33 feet, the chord of which bears S 43°42'35" E, 302.71 feet, to a 5/8 inch rod found at the beginning of a compound and non-tangent curve to the left, said curve having a radius of 559.89 feet and a central angle of 03°47'43";

THENCE, along the arc of said non-tangent curve to the left, a distance of 37.09 feet, the chord of which bears S 61°17'28" E, 37.08 feet, to a 5/8 inch rod found at the end of said curve;

THENCE, S 63°11'19" E, a distance of 584.61 feet to a 5/8 inch rod found at the beginning of a tangent curve to the right, said curve having a radius of 1200.00 feet and a central angle of 45°00'00";

THENCE, along the arc of said tangent curve to the right, a distance of 94.24 feet, the chord of which bears S 40°41'19" E, 91.84 feet, to a 5/8 inch rod found at the end of said curve;

THENCE, S 18°11'19" E, a distance of 369.87 feet to a point for corner, and a found 5/8 inch rod;

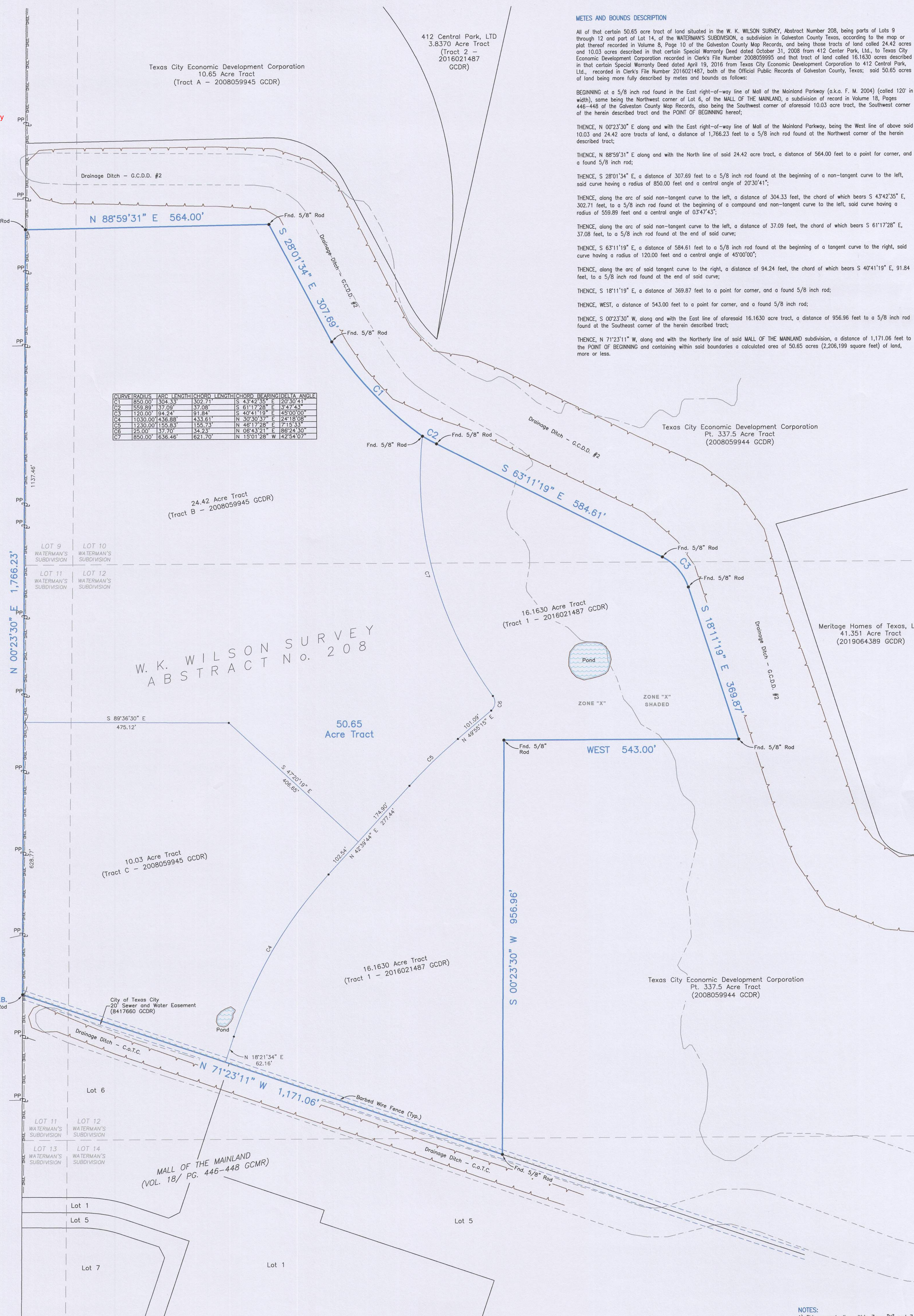
THENCE, WEST, a distance of 543.00 feet to a point for corner, and a found 5/8 inch rod;

THENCE, S 0°23'30" W, along and with the East line of aforesaid 16.1630 acre tract, a distance of 956.96 feet to a 5/8 inch rod found at the Southeast corner of the herein described tract;

THENCE, N 71°23'11" W, along and with the Northerly line of said MALL OF THE MAINLAND subdivision, a distance of 1,171.06 feet to the POINT OF BEGINNING and containing within said boundaries a calculated area of 50.65 acres (2,206,199 square feet) of land, more or less.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	850.00	304.33	302.71	S 43°42'35" E	20°30'41"
C2	559.89	37.09	37.08	S 61°17'28" E	03°47'43"
C3	1200.00	94.24	91.84	S 40°41'19" E	45°00'00"
C4	1030.00	436.88	433.61	N 30°30'37" E	24°18'08"
C5	1230.00	156.83	155.73	N 46°17'28" E	7°15'33"
C6	25.00	37.70	34.23	N 06°43'21" E	86°24'30"
C7	850.00	636.46	621.70	N 19°01'28" W	42°54'07"

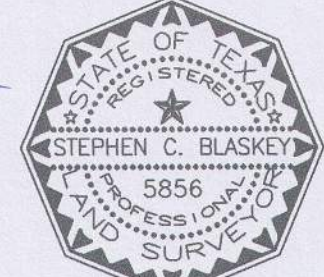
MALL OF THE MAINLAND PARKWAY
(120' R.O.W. - AKA F.M. 2004)



Survey of a 50.65 acre tract of land situated in the W. K. WILSON SURVEY, Abstract Number 208 in Galveston County, Texas, being parts of Lots 9 through 12 and part of Lot 14, of WATERMAN'S SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plot thereof recorded in Volume 8, Page 10, of the Map Records in the Office of the County Clerk of Galveston County, Texas, said tract being more particularly described by metes and bounds hereon.

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

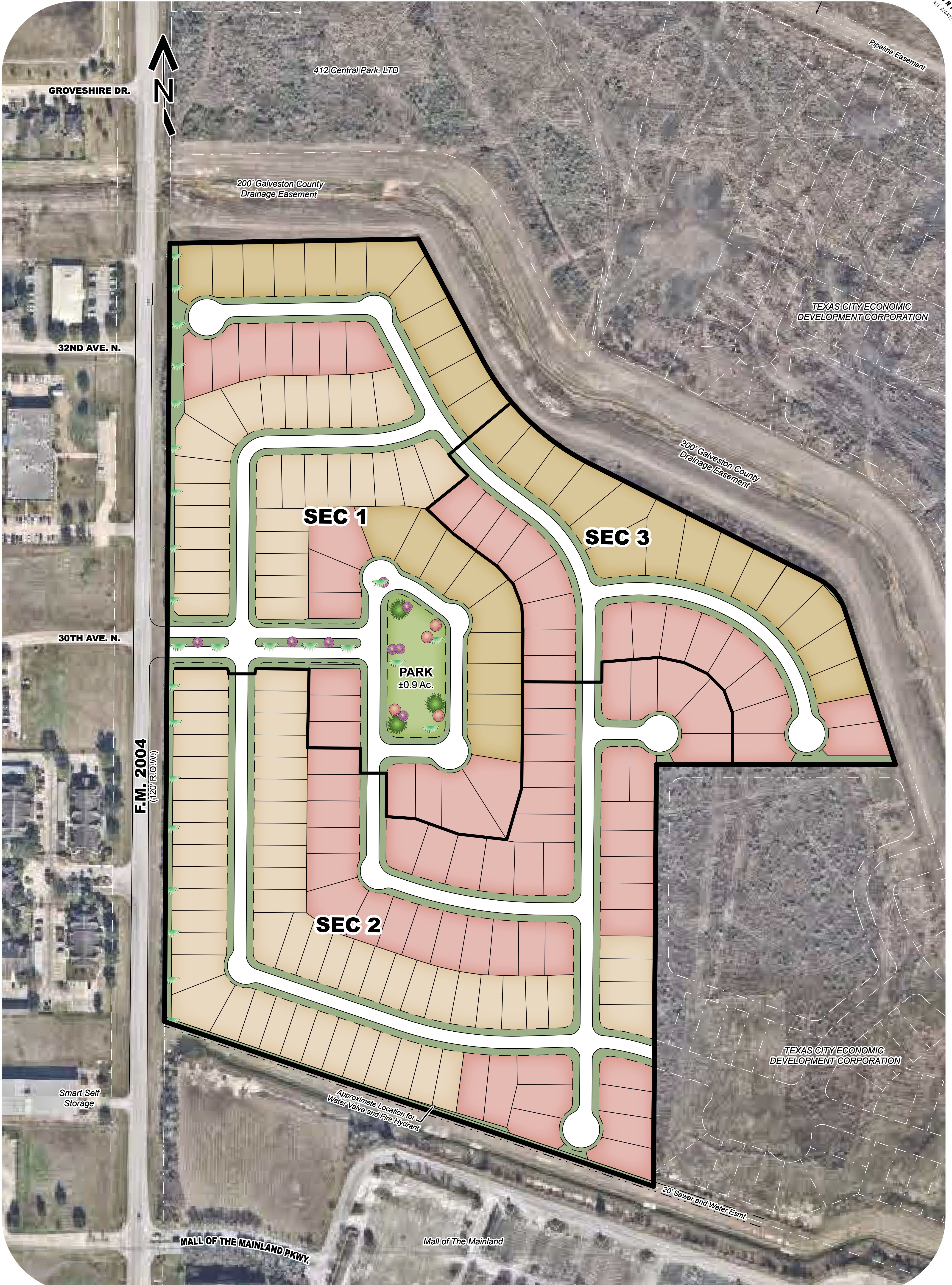
Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856






LEAGUE CITY OFFICE
Registration Number: 10194549
(281) 554-7739 www.hightidelandsurveying.com
200 HOUSTON AVE, SUITE B | LEAGUE CITY, TX 77573
Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

- NOTES:
- 1) This property lies within Zone "X" and Zone "X" Shaded, per FIRM Panel 48167C0245G, dated August 15, 2019, as established by the Federal Emergency Management Agency.
 - 2) This property is subject to any restrictions of record as established by the City, Plat, or Subdivision Covenants and Restrictions; may also be subject to easements and setbacks for utility services and power lines as individually recorded or established by OSHA (call your power company).
 - 3) Bearings based on Monumentation of East R.O.W. line of F.M. 2004.
 - 4) Fidelity National Title Insurance Company Insured: Binnacle Development, LLC OF No.: CH-7855-1076552000087-SA Issue Date: July 20, 2020
 - 5) Exceptions from Coverage:
 - Item 10c. Surveyed tract subject to an unlocated pipeline(s) easement granted to White Oil Pipe Line Company recorded in Volume 321, Page 499 of the Official Records of Galveston County, Texas.
 - Item 10d. Surveyed tract subject to pipeline Humble Pipe Line Company, by instrument(s) recorded in Volume 507, Page 211 of the Official Records of Galveston County, Texas.

SURVEY DATE: JUNE 19, 2020
FILE No.: 7385-0000-0010-001
DRAFTING: JTK/ECM
JOB No.: 20-0297



LOT SUMMARY

	50'x120'	84 LOTS	42%
	60'x120'	82 LOTS	41%
	70'x120'	35 LOTS	17%
TOTAL 201 LOTS			

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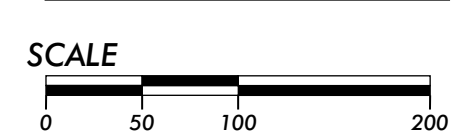
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Exhibit C - Conceptual Land Use Plan

a master plan for
BROOKWATER
 ± 50.6 ACRES OF LAND
 prepared for
BINNACLE DEVELOPMENT



24275 Katy Freeway, Ste. 200
 Katy, Texas 77494
 Tel: 281-810-1422



MTA-1-586
 MARCH 12, 2021

Exhibit D

Anticipated Development Timeline

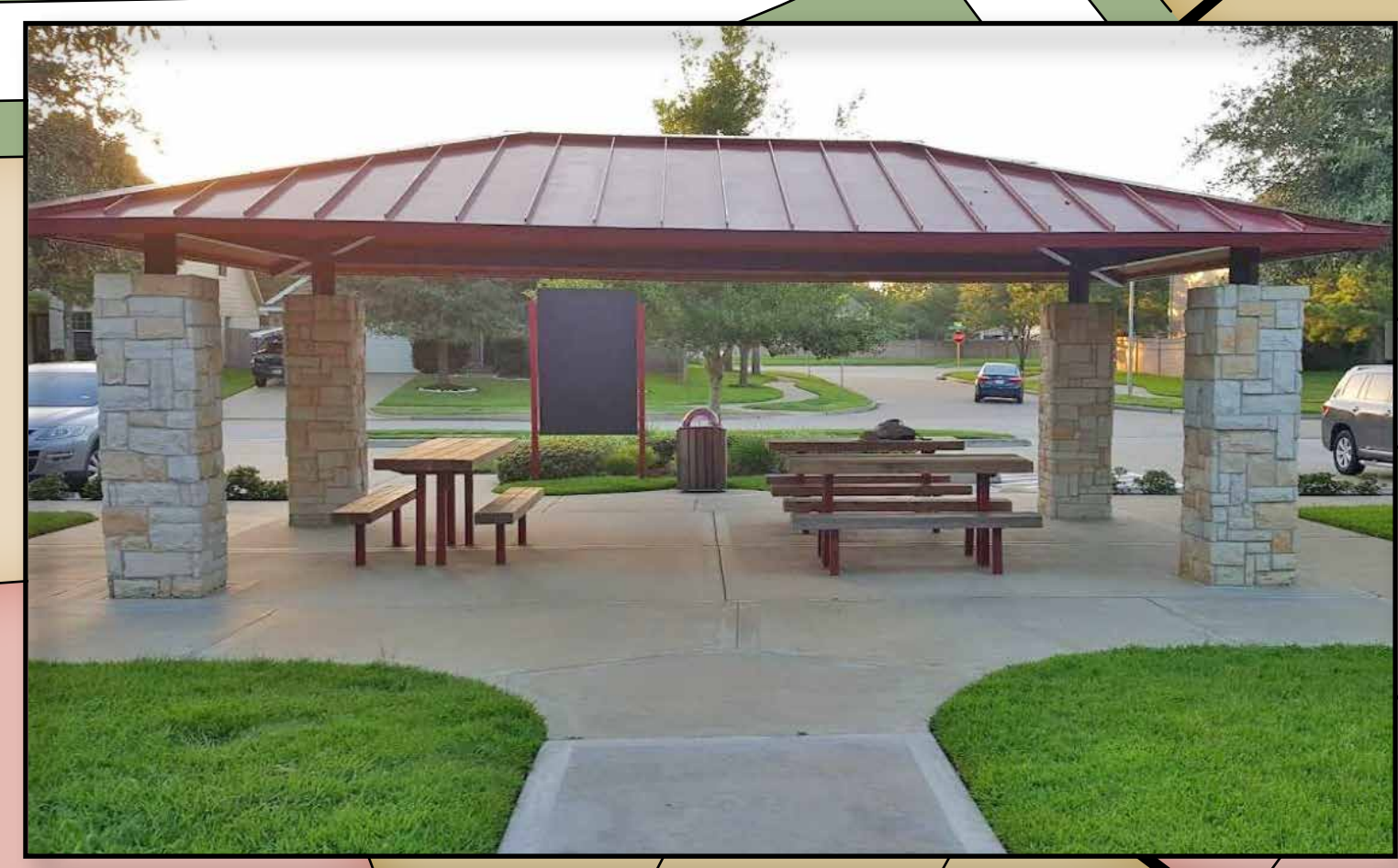
<u>Milestone</u>	<u>Estimated Date</u>
PUD Application Submission	December 2023
PUD Approval	January 2024
City Consent to GC MUD 79 Annexation (Phase 1)	February 2024
Phase 1 Construction	March 2024
City Recordation of Plat at Construction Completion	September 2024
City Consent to GC MUD 79 Annexation (Phase 2)	September 2024
Phase 2 Construction Begins	March 2025
City Recordation of Plat at Construction Completion	September 2025
City Consent to GC MUD 79 Annexation (Phase 3)	September 2025
Phase 3 Construction Begins	March 2026
City Recordation of Plat at Construction Completion	September 2026
Buildout of All Homes	June 2027

200
Draft



30TH AVE. N.

F.M. 2004
(120' R.O.W.)



LEGEND

- 01 Main Entry Monument
- 02 Column with Logo Element & Decorative Iron Fencing
- 03 Sidewalk; Min 5 ft width
- 04 Picnic Feature, Splash Pad & Playground

Notes:

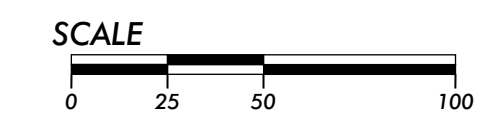
- 1) Walkway layout locations are approximate and may vary due to filed conditions and/or design changes
- 2) Walkways are constructed in conjunction with adjacent roadways



a park plan for
BROOKWATER
 ± 50.6 ACRES OF LAND
 prepared for
BINNACLE DEVELOPMENT

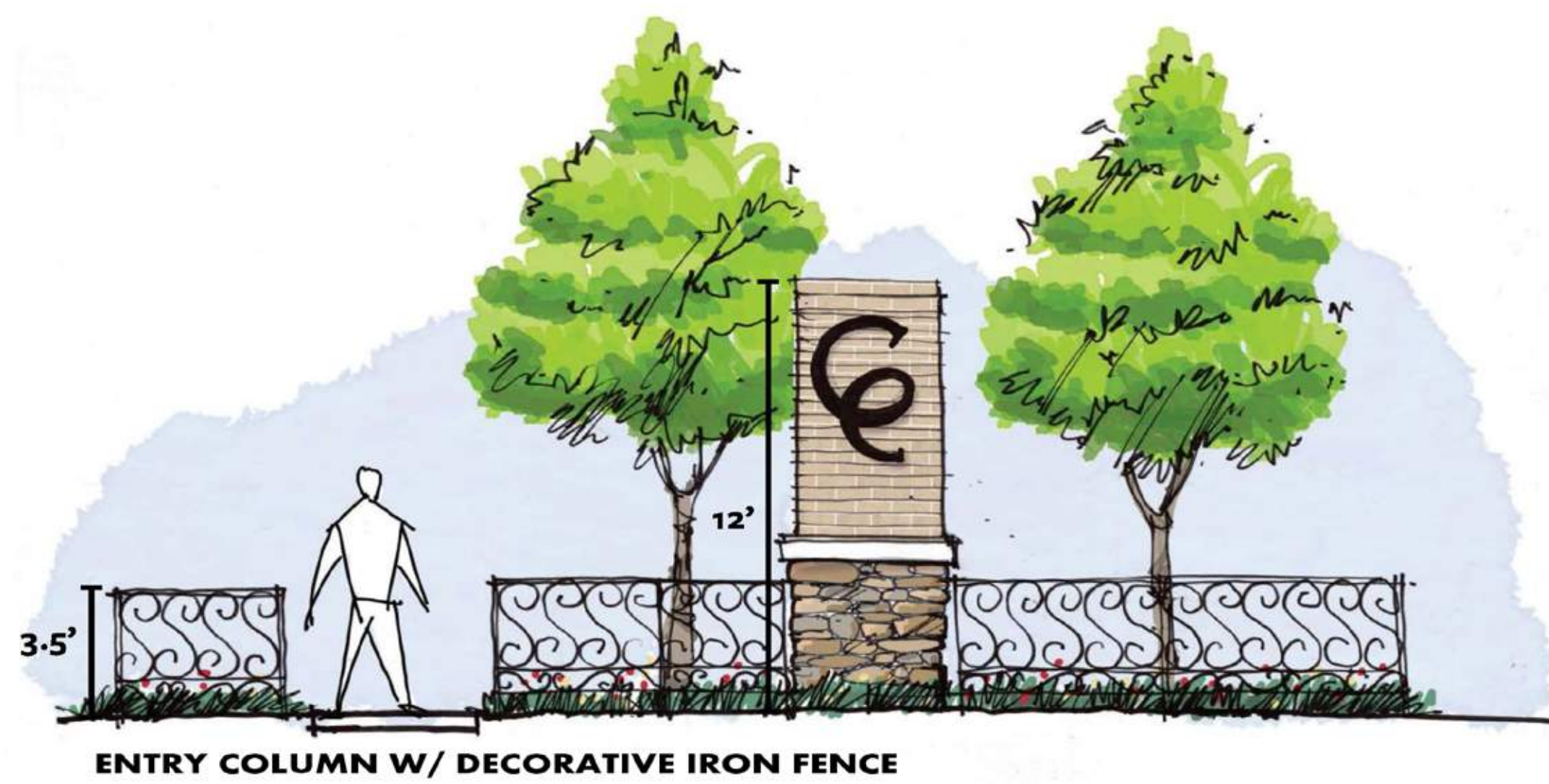
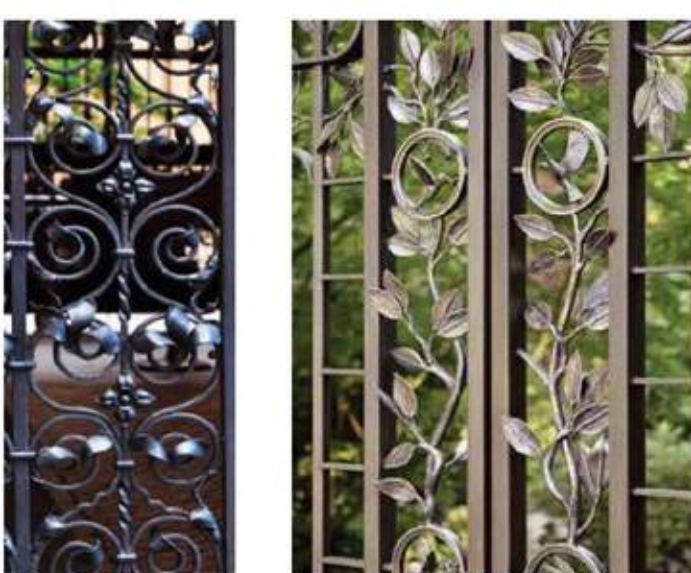
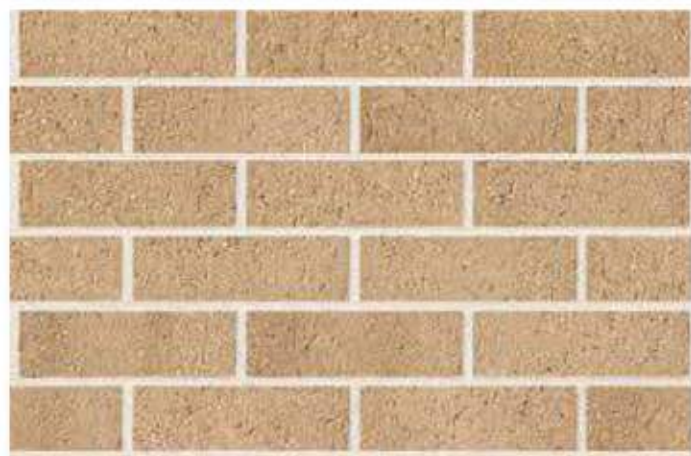


24275 Katy Freeway, Ste. 200
 Katy, Texas 77494
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MTA-I-586
 MARCH 12, 2021

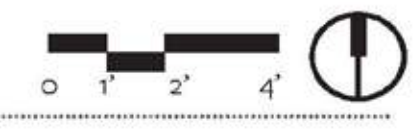
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ENTRY COLUMN W/ DECORATIVE IRON FENCE



ENTRY MONUMENT



BROOKWATER | ENTRY CONCEPT - ELEVATION

Texas City, TX | Prepared For: Tejas Engineering Management | June 5, 2019



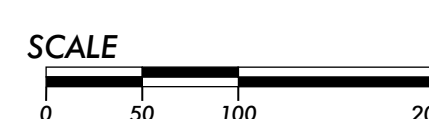
PROPOSED DEVELOPER MASONRY FENCE*

*Developer Masonry Fence to be installed along Central Park West Blvd., along FM 2004 and along additional land within the boundary of the Gateway Overlay District boundary. Color, Pattern, and Size of the fence may vary.

a park plan for
BROOKWATER
± **50.6 ACRES OF LAND**
prepared for
BINNACLE DEVELOPMENT



24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422



MTA-I-586
MARCH 12, 2021

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CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 02/07/2024

Consider and take action on a Zoning Change Request from John and Mari Berend

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

John and Mari Berend request to rezone the property at 2107 24th St N from District "A" (Single Family Residential) to District "B" (Single Family Attached, Duplex Residential).

BACKGROUND (Brief Summary)

Background: Applicants, John and Mari Berend, own 9 properties in Texas City which cater to low/moderate income families. The applicants seek to construct a duplex on the lot at 2107 24th St North which requires a rezoning to District B (Single Family Attached, Duplex Residential) from its current zoning of District A (Single Family Residential).

Existing conditions and zoning: The lot at 2107 St North is 207.95 ft x 119.2ft (24,787.64sft)(0.5691 ac) and is vacant. According to records in GCAD, the lot had a structure in place until 2020. The applicants acquired the property by warranty deed in 1996 and have owned it continuously since that time.

The property is zoned District A – Single Family Residential. The adjacent property north of the lot is zoned District B – Single Family Attached, Duplex Residential and has existing duplexes which appear to be in good condition. The property across 24th St N and east of the subject lot is zoned District C – Multi-Family Residential and is developed with existing apartments. The adjacent property to the south is zoned District A – Single Family Residential and is developed with existing single family residences. The rear of the residences are adjacent to the side of the vacant lot. The adjacent property to the west is vacant and currently zoned District A – Single Family Residential.

LAND USE PLAN: The current land use plans show the subject area as an established neighborhood and is adjacent to an "Activity Corridor". The guidelines for the Activity Corridor include higher density residential development. The existing duplexes and apartments are consistent with this land use.

Existing infrastructure: The street adjacent to the subject property, 24th St N, is paved. Water and sewer are existing and available to the site. There are no known drainage issues in the area.

Analysis: The subject location is adjacent to existing District B and across from existing District C which appear to be consistent with the Land Use Plan and in good condition. The adjacent residential lots are facing away from the subject location and away from the existing higher density residential development. Due to the lot configuration, the extension of the existing District B to one additional lot is unlikely to create a conflict with the existing single family residential uses. Any potential conflict could be mitigated by the construction of a screening wall or fence between the duplex and the existing single family residential. This would be a requirement if the property were rezoned to District C – Multifamily Residential, as originally requested by the applicants.

RECOMMENDATION

The Zoning Commission voted unanimously to recommend the requested zoning change at its regular meeting on January 16, 2024, after holding a Public Hearing upon proper notice mailed to adjacent property owners. There were no objections voiced at the Public Hearing or received in writing. Staff have no objection to the requested rezoning and recommend adding the construction of a screening wall or fence as a condition for the rezoning.

Fiscal Impact

Attachments

Staff Report for 2107 24th St N Zoning Change

2107 - Aerial View

COTC Zoning Map

2107 24th St N - Application and Statement


CITY OF TEXAS CITY, TEXAS

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



Mayor:
Dedrick Johnson

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

TO: Zoning Commission – Regular meeting on January 16, 2024
FROM: Kim Golden, P.E., Engineering & Planning 
CC: Doug Kneupper, P.E.
DATE: January 15, 2024
RE: 2107 24th St North (GCAD ID# 188758) - Request to rezone from District A (Single Family Residential) to District B (Single Family Attached, Duplex Residential) to construct a duplex.

Background: Applicants, John and Mari Berend, own 9 properties in Texas City which cater to low/moderate income families. The applicants seek to construct a duplex on the lot at 2107 24th St North which requires a rezoning to District B (Single Family Attached, Duplex Residential) from its current zoning of District A (Single Family Residential).

Existing conditions and zoning: The lot at 2107 St North is 207.95 ft x 119.2ft (24,787.64sft)(0.5691 ac) and is vacant. According to records in GCAD, the lot had a structure in place until 2020. The applicants acquired the property by warranty deed in 1996 and have owned it continuously since that time.

The property is zoned District A – Single Family Residential. The adjacent property north of the lot is zoned District B – Single Family Attached, Duplex Residential and has existing duplexes which appear to be in good condition. The property across 24th St N and east of the subject lot is zoned District C – Multi-Family Residential and is developed with existing apartments. The adjacent property to the south is zoned District A – Single Family Residential and is developed with existing single family residences. The rear of the residences are adjacent to the side of the vacant lot. The adjacent property to the west is vacant and currently zoned District A – Single Family Residential.

LAND USE PLAN: The current land use plans show the subject area as an established neighborhood and is adjacent to an “Activity Corridor”. The guidelines for the Activity Corridor include higher density residential development. The existing duplexes and apartments are consistent with this land use.

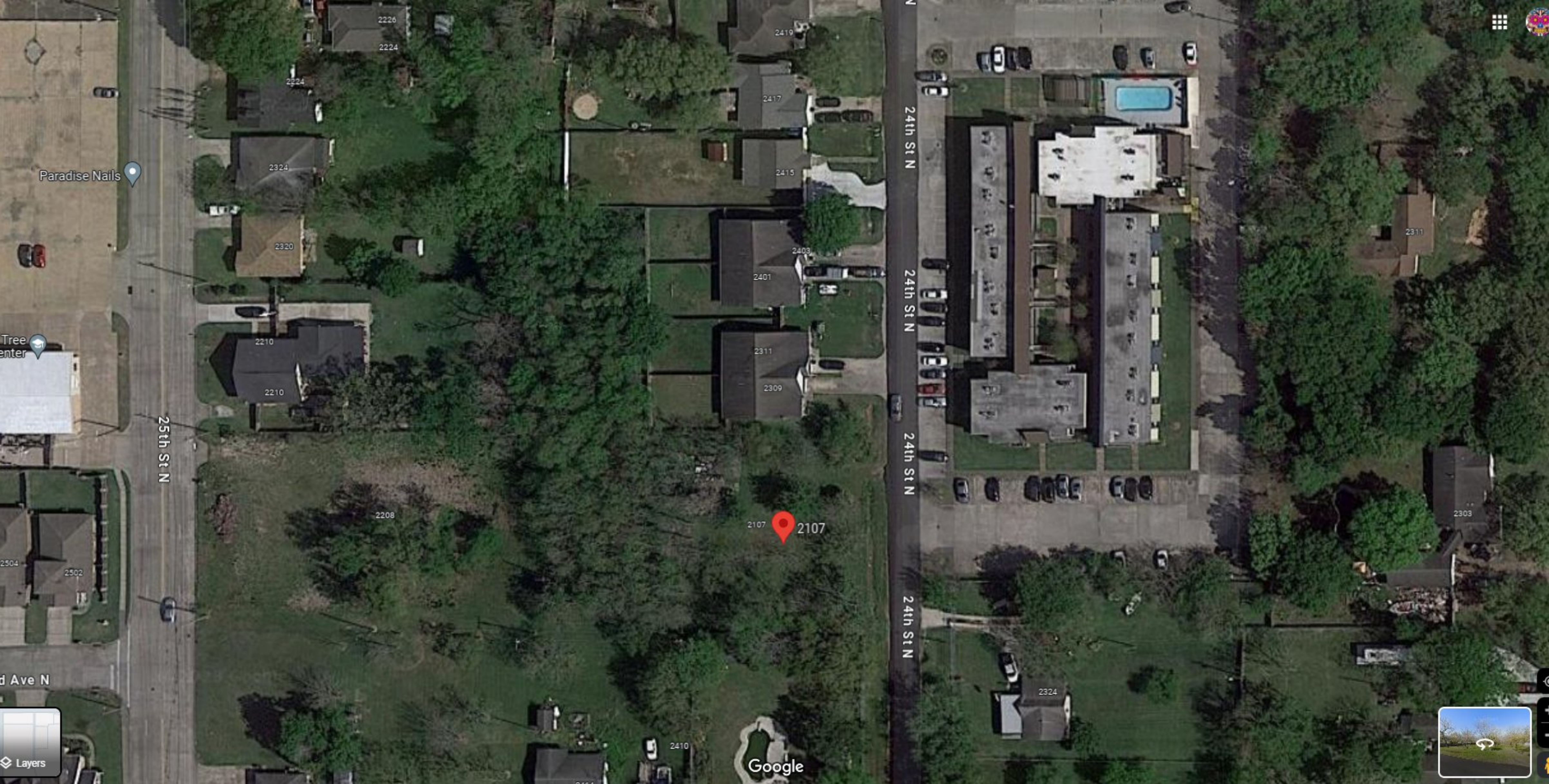
Existing infrastructure: The street adjacent to the subject property, 24th St N, is paved. Water and sewer are existing and available to the site. There are no known drainage issues in the area.

Analysis: The subject location is adjacent to existing District B and across from existing District C which appear to be consistent with the Land Use Plan and in good condition. The adjacent residential lots are facing away from the subject location and away from the existing higher density residential development. Due to the lot configuration, the extension of the existing District B to one additional lot is unlikely to create a conflict with the existing single family residential uses. Any potential conflict could be mitigated by the construction of a screening wall or fence

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between the duplex and the existing single family residential. This would be a requirement if the property were rezoned to District C – Multifamily Residential, as originally requested by the applicants.

Staff have no objection to the requested rezoning and recommend adding the construction of a screening wall or fence as a condition for the rezoning.



Paradise Nails

Tree Center

25th St N

24th St N

24th St N

24th St N

24th St N

2324

2320

2210

2210

2208

2504

2502

2419

2417

2415

2403

2401

2311

2309

2107

2107

2410

2324

2311

2303

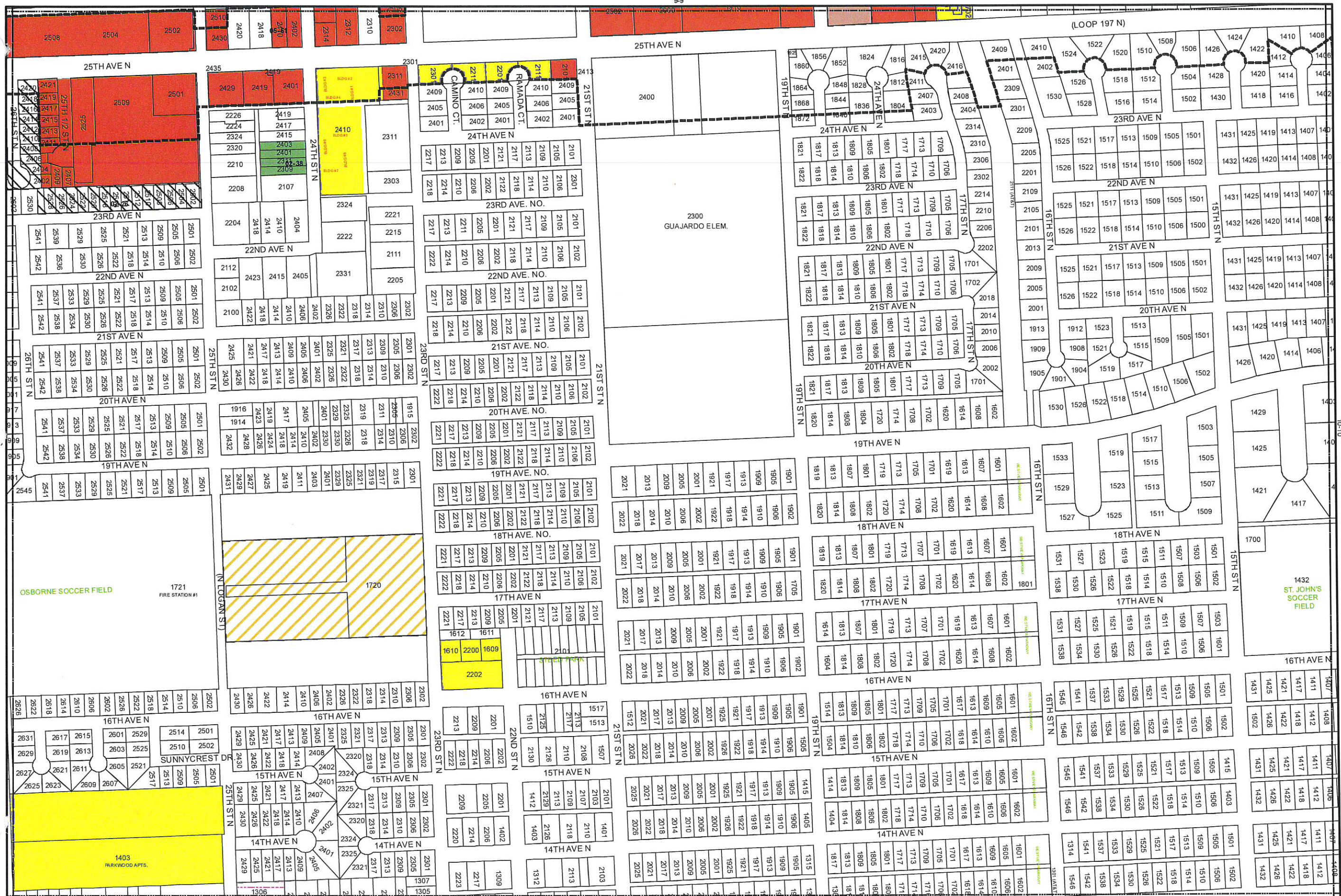
Google

Layers



NOTE: These drawings are for City planning only. The City of Texas City makes no representations as to the accuracy or suitability of this information.

TEXAS CITY ZONING



Zoning

- A
- A-1
- A-2
- B
- C
- C-1
- D
- D-1
- E
- E-1
- E-2
- E-3
- E-4
- F
- F-1
- G
- G-2
- H
- I
- O
- O-P
- P-I
- CIMU
- PUD
- S-P
- I.B.D
- L.G.D

- OVERLAY DISTRICTS
- CENTRAL BUSINESS OVERLAY DISTRICT
 - ENVIRONMENTAL OVERLAY DISTRICT
 - GATEWAY CORRIDOR OVERLAY DISTRICT



CREATED: FEB. 14, 2023



Texas City
EST. 1911

CITY OF TEXAS CITY

Engineering & Planning
7800 E. F. Lowry Expy
Texas City, Texas 77591
409.643.5936

DEVELOPMENT APPLICATION

APPLICATION TYPE PLEASE CHECK APPROPRIATE BOX BELOW

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Zoning Change | <input type="checkbox"/> Replat | <input type="checkbox"/> Subdivision Master Plan |
| <input type="checkbox"/> Detailed Site Plan | <input type="checkbox"/> Minor Plat | <input type="checkbox"/> ROW Abandonment |
| <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Amending Plat | <input type="checkbox"/> Sixth Street Revitalization |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Vacating Plat | <input type="checkbox"/> Mobile Food Unit |

See appropriate checklist and fee schedule for minimum submittal requirements for each application

PROPERTY INFORMATION

Project Name: Berend - Duplex
 Project Address or Location: 2107 24th St. North
 Legal Description: ABST 142 PG 2 Lot 23 Texas City HEIGHTS RESUB of lots
 Proposed No. of Lots: 1 Gross Acreage: 73.77-80
 Existing Zoning: Single family Residential "A" Proposed Zoning: multi-family residential "C"
 Existing Use: former SFH - now empty lot. Proposed Use: duplex

"B" Single Family Attached Duplex Residential

APPLICANT & OWNER INFORMATION

Name of Applicant: John + Mari Berend
 Signature: [Signature] Company: _____
 Address: 235 Barracuda
 City: Hitchcock State: TX Zip: 77563
 E-mail: mari.berend@sbcglobal.net Ph: 409 457-4085 Fax: _____

Name of Property Owner: Mari + John Berend
 Signature: [Signature] Company: [Signature]
 Address: 235 Barracuda
 City: Hitchcock, Tx. State: TX Zip: 77563
 E-mail: mari.berend@sbcglobal.net Ph: 409 457-4085 Fax: _____

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

For Department Use Only	
Date Received: <u>06/01/23</u>	Fee Paid: \$ <u>2500</u>
Accepted by: <u>[Signature]</u>	

Request for rezoning of ABST 142 PAGE 2 LOT 23 TEXAS CITY HEIGHTS
RESUB OF LOTS 73, 77-80 (aka 2107 24th St North in Texas City)
This property is currently zoned for single family residential. At
this time we are asking for a zoning variance on this lot to build
a duplex.

There is some confusion surrounding the address 2107 cut off
from the rest of 24th St and sits in what should be the 2300
block of that same street. All additional homes in the same
block have addresses in the 2300's. (street view attached).

24th Street at this area is 1 and ½ blocks long and consists of 3
duplexes an apartment complex and 3 single family homes.

We currently own 9 properties in Texas City and cater to
low/moderate income families. It is our hope to convert this
currently empty lot into two affordable units.

Thank You,

Mari Berend



CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 02/07/2024

Rezoning Request from Binnacle Texas City 51 LLC to rezone from District “A” to District “I” to construct Brookwater Development – a subdivision that will contain 201 lots.

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Jerry Le Blanc with Binnacle Texas City 51 LLC requests to rezone from District “A” (Single Family Residential) to District “I” (Planned Unit Development) to construct Brookwater Development – a subdivision that will contain 201 lots.

BACKGROUND (Brief Summary)

Brookwater Subdivision is a 201-unit subdivision on 50 acres of undeveloped land located on the east side of FM 2004, between Mainland City Centre and GCDD No. 2’s Ditch 6 channel. Jerry Leblanc with Binnacle Development is the developer. The developer is re-applying for this rezoning from District A – Single Family Residential to District I – Planned Unit Development because the previous preliminary zoning approval has expired.

The relevant timeline:

November 17, 2021 – City Commission approved masterplan and gave PUD preliminary zoning approval. Preliminary zoning approvals expire in 12 months unless there is application for a building permit. Section 160.106(D)(3 & 4).

May 16, 2022 – Planning Board approved the Preliminary Plat. This has been treated administratively as resetting the 12-month clock on the preliminary zoning approval. Section 159.023(F).

February 3, 2023 – Application received for Final Plat and submission of construction drawings – this was within the reset 12 months.

March 14, 2023 – comments were provided on the final plat and construction drawings. Have not received a response or resubmittal of the final plat or construction drawings.

May 16, 2023 – the administratively extended preliminary zoning approval expired.

RECOMMENDATION

The Zoning Commission voted unanimously to recommend the requested zoning change at its regular meeting on January 16, 2024, after holding a public hearing upon proper notice mailed to adjacent property owners. There were no objections voiced at the Public Hearing or received in writing.

Staff have no objection to approval of the rezoning from District A – Single Family Residential to District I – Planned Unit Development in accordance with developer’s application dated December 8, 2023, subject to the requirement for the Recreation Site to be fully developed

prior to the platting of the second section of the plat which creates the 80th lot, whichever occurs first.

Fiscal Impact

Attachments

Staff memo for Brookwater Subdivision Zoning Change
Brookwater PUD Application

CITY OF TEXAS CITY, TEXAS

ENGINEERING & PLANNING • OFFICE (409) 643-5936



Mayor:
Dedrick Johnson

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

To: Planning Board – Regular meeting on January 8, 2024
From: Kim Golden, P.E., City Engineer
CC: Doug Kneupper, P.E., Consulting Engineer
Date: December 8, 2023
Re: Brookwater Subdivision, Master Plan and PUD Zoning

Background: Brookwater Subdivision is a 201-unit subdivision on 50 acres of undeveloped land located on the east side of FM 2004, between Mainland City Centre and GCDD No. 2's Ditch 6 channel. Jerry Leblanc with Binnacle Development is the developer. The developer is re-applying for this rezoning from District A – Single Family Residential to District I – Planned Unit Development because the previous preliminary zoning approval has expired.

The relevant timeline:

November 17, 2021 – City Commission approved masterplan and gave PUD preliminary zoning approval. Preliminary zoning approvals expire in 12 months unless there is application for a building permit. Section 160.106(D)(3 & 4)

May 16, 2022 – Planning Board approved the Preliminary Plat. This has been treated administratively as resetting the 12-month clock on the preliminary zoning approval. Section 159.023(F)

February 3, 2023 – Application received for Final Plat and submission of construction drawings – this was within the reset 12 months

March 14, 2023 – comments were provided on the final plat and construction drawings. Have not received a response or resubmittal of the final plat or construction drawings.

May 16, 2023 – the administratively extended preliminary zoning approval expired.

Requested action: Recommend approval of the Master Plan and rezoning from District A – Single Family Residential to District I – Planned Unit Development in accordance with the developer's PUD Application and Planned Unit Development Plan to the Zoning Commission and City Commission.

Staff Analysis/Recommendation: The developer is resubmitting a duplicate of the original application with no changes or variations. Copies of the previous staff reports are attached for reference. The relevant surrounding land uses and conditions have not significantly changed. The site has been cleared, but no work has started on the

"QPS – Quality Public Service"

construction of infrastructure because no plans have been approved.

The development agreement remains in place. Among other provisions, the development agreement requires underground utilities and 100% masonry construction along FM 2004 and 60% masonry content throughout the balance of the subdivision. It also provides for annexation into MUD 79 upon creation of a PUD.

The previous approval of the PUD rezoning and master plan which is now expired required full development of the Recreation Site prior to the platting of the second section or the plat which creates the 80th lot, whichever occurs first. As noted in the timeline, the preliminary plat for Section 1 was approved on May 16, 2022, and has expired. An extension of the preliminary plat approval can be requested from the Planning Board in accordance with Section 159.023(F). Section 1 subdivided 18.97 acres into 67 lots and included the area to be platted as the Recreation Site.

Staff have no objection to approval of the master plan and rezoning from District A – Single Family Residential to District I – Planned Unit Development in accordance with developer’s application dated December 8, 2023, subject to the requirement for the Recreation Site to be fully developed prior to the platting of the second section of the plat which creates the 80th lot, whichever occurs first.

**TEXAS CITY PUD APPLICATION
BROOKWATER DEVELOPMENT**

**Submitted by
A&S Engineers, Inc.**

December 2023

Texas City PUD Application

The following application is submitted under Section 160.050 District I (PUD), Planned Unit Development.

Project

Binnacle Development, (the “Developer”) intends to develop a 51-acre tract on FM 2004 in Texas City (the “City”), immediately east of the Park Place South development. Upon completion, the community will consist of approximately 200 single-family homes ranging in price from the low \$200,000s to over \$300,000, with lot sizes ranging from 50’ to 70’ front width. The Developer is submitting this application to establish the parameters of development for the community and the obligations of both the Developer and the City.

Project Details

1. The site is located east of FM 2004, south of Moses Bayou, and north of the Mall of the Mainland. (see attached aerial map “Exhibit A” and property survey “Exhibit B”).
2. The development will consist of approximately 200 single family lots, ranging from 6,500 square feet to over 16,000 square feet, upon which home values are expected to range from \$200,000 to over \$300,000. Typical lot sizes for interior lots will be 50’x120’ and 60’x120’, and the lots to the north bordering the Moses Bayou will be 70’ wide with depths ranging from 120’ to 180’ (see attached land plan “Exhibit C”). The community will include a 0.9-acre park/green space, and landscaped entry reserves.
3. The density is approximately 4.0 units per acre, an increase over standard subdivision densities due to the available drainage capacity negating the need for on-site detention.
4. There will be no non-residential uses.
5. All home construction will be standard one-story and two-story dimensions, not exceeding 36 feet in height.
6. The property has slight elevation changes, all of which will be modified during the development process. The property will drain to the north, into Moses Bayou.

7. The property is above the 100-year floodplain; there are no jurisdictional wetlands within the property boundaries.

8. The property will be developed in three sections, each approximately 17 acres, and all will be single-family residential.

Developer Obligations

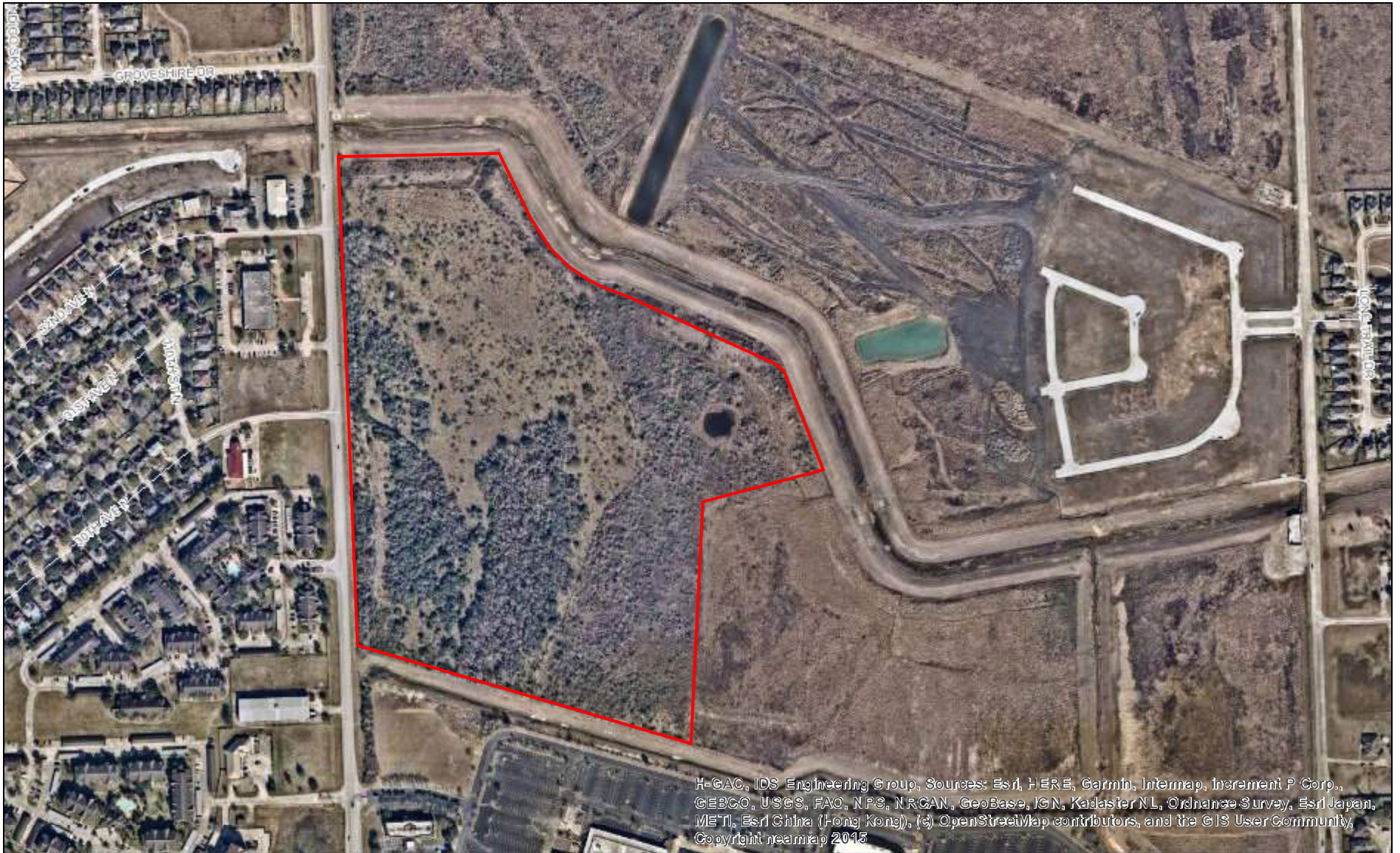
Upon adoption of the PUD, Developer will commit to the following:

1. The property will be developed under the general time frame presented in "Exhibit D."
2. At a minimum Developer will provide green space as delineated in "Exhibit C."
3. Before any housing units are constructed, Developer will form a homeowner's association ("HOA") covering all residential units in the PUD. The HOA will be responsible for all subdivision and common area maintenance.
4. Developer will commit that development and buildout will follow all Texas City ordinances and regulations.

City Obligations

Upon adoption of the PUD, the City will approve the following:

1. The City will consent to annexation of the property into Galveston County Municipal Utility District No. 79.
2. The PUD will incorporate provisions to prohibit drilling for any natural resources within the boundaries of the PUD.
3. The City will consent to vehicular and pedestrian access from FM 2004 to and from the property.

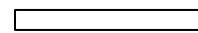


H-GAC, IDS Engineering Group, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, Copyright nearmap 2015

Brookwater Aerial Exhibit

Exhibit A - Project Aerial Map

Print Date: 4/12/2021 2:50:46 PM IDS Engineering Group



1 inch = 507 feet



Disclaimer: This web site represents the information that has been made available for the use of this system and does not necessarily include the most complete and/or accurate data. IDS Engineering Group does not warrant its accuracy or completeness. Verification should be done as necessary.

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SCALE: 1" = 100'

Exhibit B - Project Survey

METES AND BOUNDS DESCRIPTION

All of that certain 50.65 acre tract of land situated in the W. K. WILSON SURVEY, Abstract Number 208, being parts of Lots 9 through 12 and part of Lot 14, of the WATERMAN'S SUBDIVISION, a subdivision in Galveston County Texas, according to the map or plot thereof recorded in Volume 8, Page 10 of the Galveston County Map Records, and being those tracts of land called 24.42 acres and 10.03 acres described in that certain Special Warranty Deed dated October 31, 2008 from 412 Center Park, Ltd., to Texas City Economic Development Corporation recorded in Clerk's File Number 2008059945 and that tract of land called 16.1630 acres described in that certain Special Warranty Deed dated April 19, 2016 from Texas City Economic Development Corporation to 412 Center Park, Ltd., recorded in Clerk's File Number 2016021487, both of the Official Public Records of Galveston County, Texas; said 50.65 acres of land being more fully described by metes and bounds as follows:

BEGINNING at a 5/8 inch rod found in the East right-of-way line of Mall of the Mainland Parkway (a.k.a. F. M. 2004) (called 120' in width), same being the Northwest corner of Lot 6, of the MALL OF THE MAINLAND, a subdivision of record in Volume 18, Pages 446-448 of the Galveston County Map Records, also being the Southwest corner of aforesaid 10.03 acre tract, the Southwest corner of the herein described tract and the POINT OF BEGINNING hereof;

THENCE, N 0°23'30" E along and with the East right-of-way line of Mall of the Mainland Parkway, being the West line of above said 10.03 and 24.42 acre tracts of land, a distance of 1,766.23 feet to a 5/8 inch rod found at the Northwest corner of the herein described tract;

THENCE, N 88°59'31" E along and with the North line of said 24.42 acre tract, a distance of 564.00 feet to a point for corner, and a found 5/8 inch rod;

THENCE, S 28°01'34" E, a distance of 307.69 feet to a 5/8 inch rod found at the beginning of a non-tangent curve to the left, said curve having a radius of 850.00 feet and a central angle of 20°30'41";

THENCE, along the arc of said non-tangent curve to the left, a distance of 304.33 feet, the chord of which bears S 43°42'35" E, 302.71 feet, to a 5/8 inch rod found at the beginning of a compound and non-tangent curve to the left, said curve having a radius of 559.89 feet and a central angle of 03°47'43";

THENCE, along the arc of said non-tangent curve to the left, a distance of 37.09 feet, the chord of which bears S 61°17'28" E, 37.08 feet, to a 5/8 inch rod found at the end of said curve;

THENCE, S 63°11'19" E, a distance of 584.61 feet to a 5/8 inch rod found at the beginning of a tangent curve to the right, said curve having a radius of 1200.00 feet and a central angle of 45°00'00";

THENCE, along the arc of said tangent curve to the right, a distance of 94.24 feet, the chord of which bears S 40°41'19" E, 91.84 feet, to a 5/8 inch rod found at the end of said curve;

THENCE, S 18°11'19" E, a distance of 369.87 feet to a point for corner, and a found 5/8 inch rod;

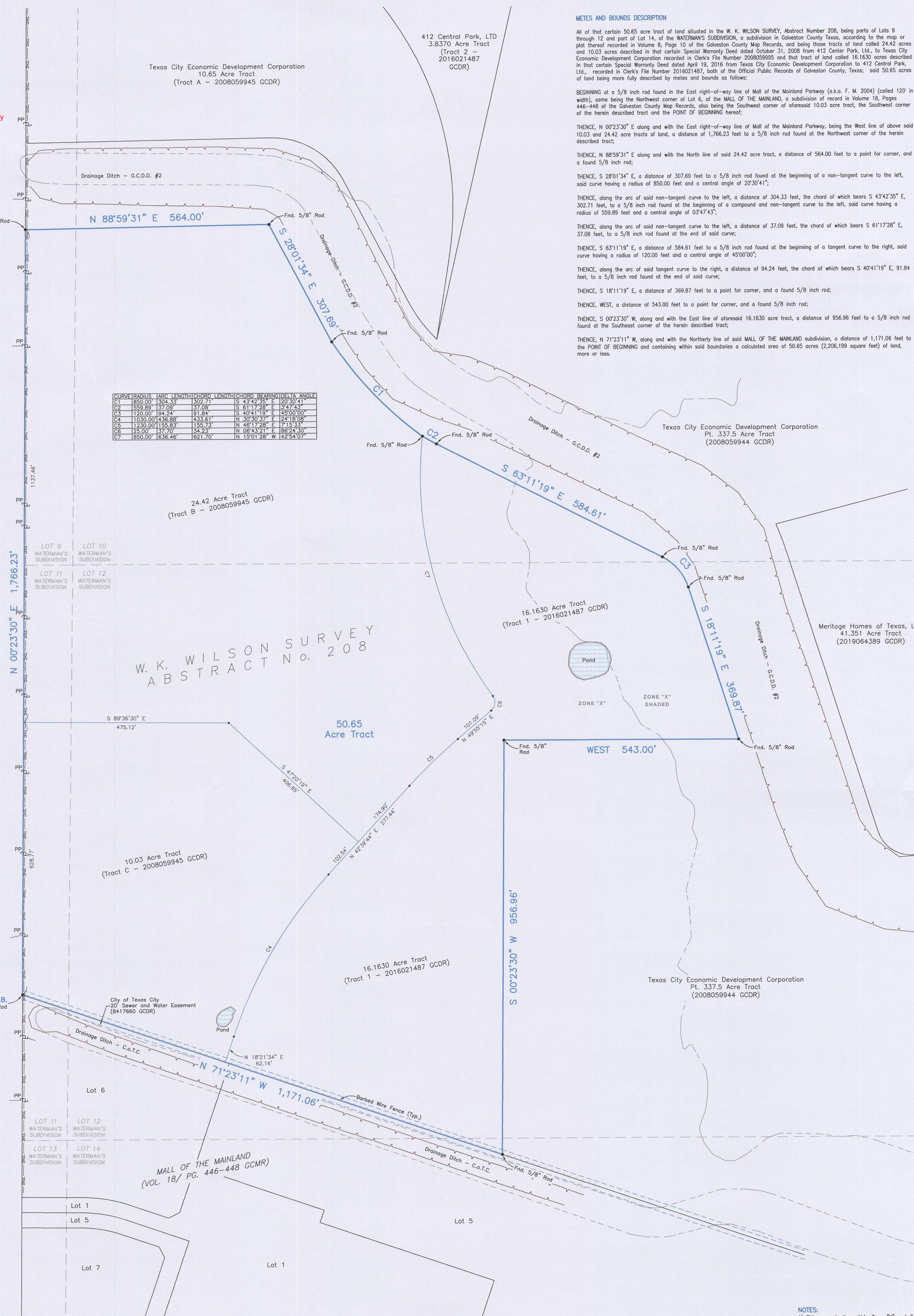
THENCE, WEST, a distance of 543.00 feet to a point for corner, and a found 5/8 inch rod;

THENCE, S 0°23'30" W, along and with the East line of aforesaid 16.1630 acre tract, a distance of 956.96 feet to a 5/8 inch rod found at the Southeast corner of the herein described tract;

THENCE, N 71°23'11" W, along and with the Northerly line of said MALL OF THE MAINLAND subdivision, a distance of 1,171.06 feet to the POINT OF BEGINNING and containing within said boundaries a calculated area of 50.65 acres (2,206,199 square feet) of land, more or less.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	850.00	304.33	302.71	S 43°42'35" E	20°30'41"
C2	559.89	37.09	37.08	S 61°17'28" E	03°47'43"
C3	1200.00	94.24	91.84	S 40°41'19" E	45°00'00"
C4	1030.00	436.88	433.61	N 30°30'37" E	24°18'08"
C5	1230.00	155.83	155.73	N 46°17'28" E	7°15'33"
C6	25.00	37.70	34.23	N 06°43'21" E	86°24'30"
C7	850.00	636.46	621.70	N 19°01'28" W	42°54'07"

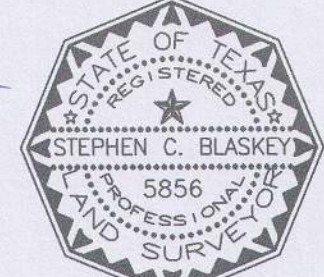
MALL OF THE MAINLAND PARKWAY
(120' R.O.W. - AKA F.M. 2004)



Survey of a 50.65 acre tract of land situated in the W. K. WILSON SURVEY, Abstract Number 208 in Galveston County, Texas, being parts of Lots 9 through 12 and part of Lot 14, of WATERMAN'S SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plot thereof recorded in Volume 8, Page 10, of the Map Records in the Office of the County Clerk of Galveston County, Texas, said tract being more particularly described by metes and bounds hereon.

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

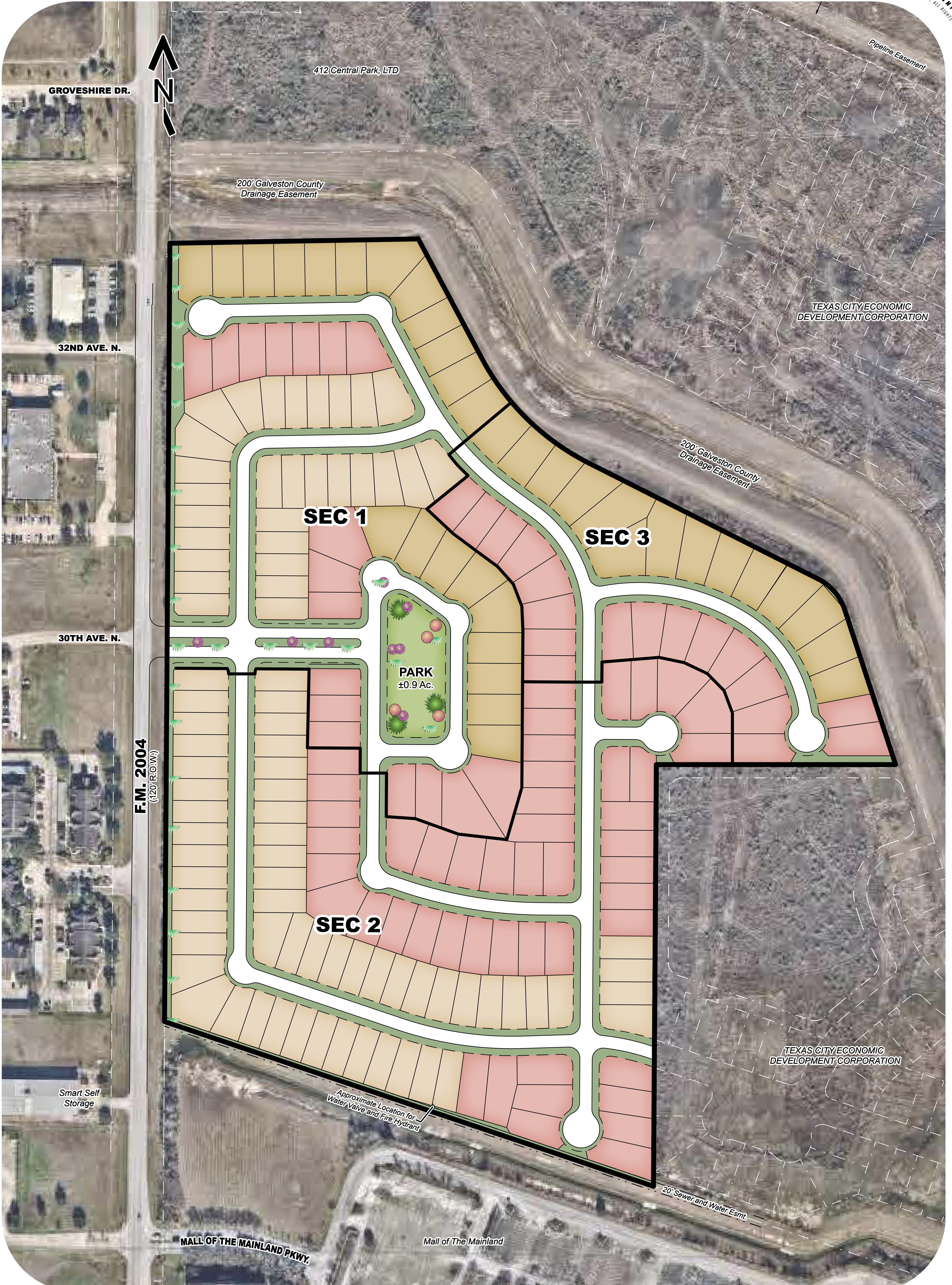
Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856



LEAGUE CITY OFFICE
Registration Number: 10194549
(281) 554-7739 www.hightidelandsurveying.com
200 HOUSTON AVE, SUITE B | LEAGUE CITY, TX 77573
Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

- NOTES:
- 1) This property lies within Zone "X" and Zone "X" Shaded, per FIRM Panel 48167C0245G, dated August 15, 2019, as established by the Federal Emergency Management Agency.
 - 2) This property is subject to any restrictions of record as established by the City, Plat, or Subdivision Covenants and Restrictions; may also be subject to easements and setbacks for utility services and power lines as individually recorded or established by OSHA (call your power company).
 - 3) Bearings based on Monumentation of East R.O.W. line of F.M. 2004.
 - 4) Fidelity National Title Insurance Company Insured: Binnacle Development, LLC OF No.: CH-7855-1076552000087-SA Issue Date: July 20, 2020
 - 5) Exceptions from Coverage:
 - Item 10c. Surveyed tract subject to an unlocated pipeline(s) easement granted to White Oil Pipe Line Company recorded in Volume 321, Page 499 of the Official Records of Galveston County, Texas.
 - Item 10d. Surveyed tract subject to pipeline Humble Pipe Line Company, by instrument(s) recorded in Volume 507, Page 211 of the Official Records of Galveston County, Texas.

SURVEY DATE: JUNE 19, 2020
FILE No.: 7385-0000-0010-001
DRAFTING: JTK/ECM
JOB No.: 20-0297



LOT SUMMARY

	50'x120'	84 LOTS	42%
	60'x120'	82 LOTS	41%
	70'x120'	35 LOTS	17%

TOTAL 201 LOTS

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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Exhibit C - Conceptual Land Use Plan

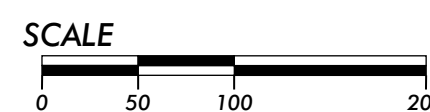
a master plan for
BROOKWATER

± 50.6 ACRES OF LAND

prepared for
BINNACLE DEVELOPMENT



24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422



MTA-1-586
MARCH 12, 2021

Exhibit D

Anticipated Development Timeline

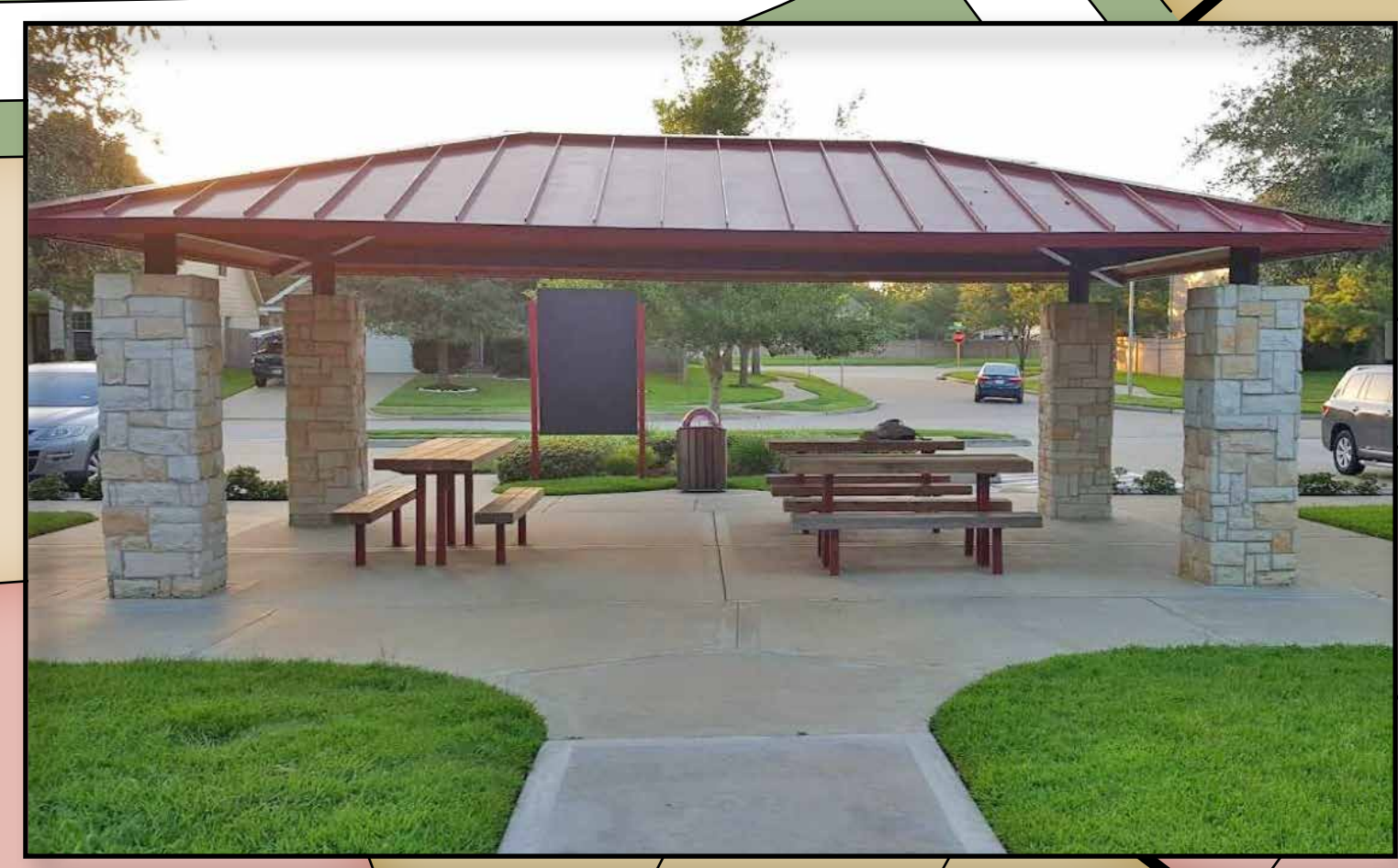
<u>Milestone</u>	<u>Estimated Date</u>
PUD Application Submission	December 2023
PUD Approval	January 2024
City Consent to GC MUD 79 Annexation (Phase 1)	February 2024
Phase 1 Construction	March 2024
City Recordation of Plat at Construction Completion	September 2024
City Consent to GC MUD 79 Annexation (Phase 2)	September 2024
Phase 2 Construction Begins	March 2025
City Recordation of Plat at Construction Completion	September 2025
City Consent to GC MUD 79 Annexation (Phase 3)	September 2025
Phase 3 Construction Begins	March 2026
City Recordation of Plat at Construction Completion	September 2026
Buildout of All Homes	June 2027

200
Draft



30TH AVE. N.

F.M. 2004
(120' R.O.W.)



LEGEND

- 01 Main Entry Monument
- 02 Column with Logo Element & Decorative Iron Fencing
- 03 Sidewalk; Min 5 ft width
- 04 Picnic Feature, Splash Pad & Playground

Notes:

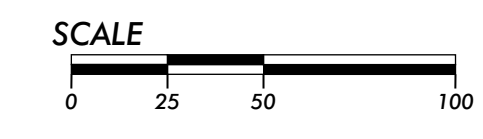
- 1) Walkway layout locations are approximate and may vary due to filed conditions and/or design changes
- 2) Walkways are constructed in conjunction with adjacent roadways



a park plan for
BROOKWATER
 ± 50.6 ACRES OF LAND
 prepared for
BINNACLE DEVELOPMENT

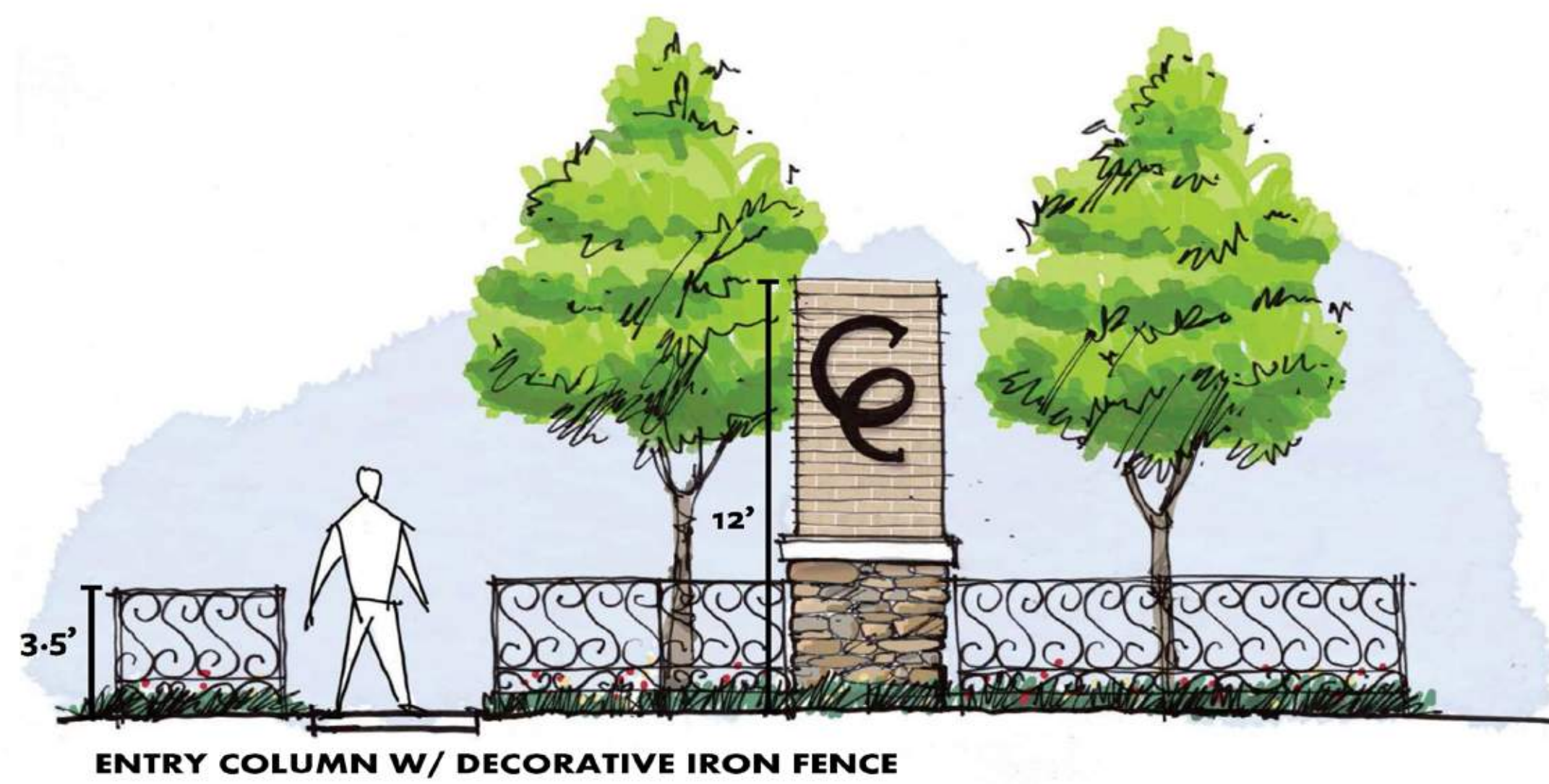
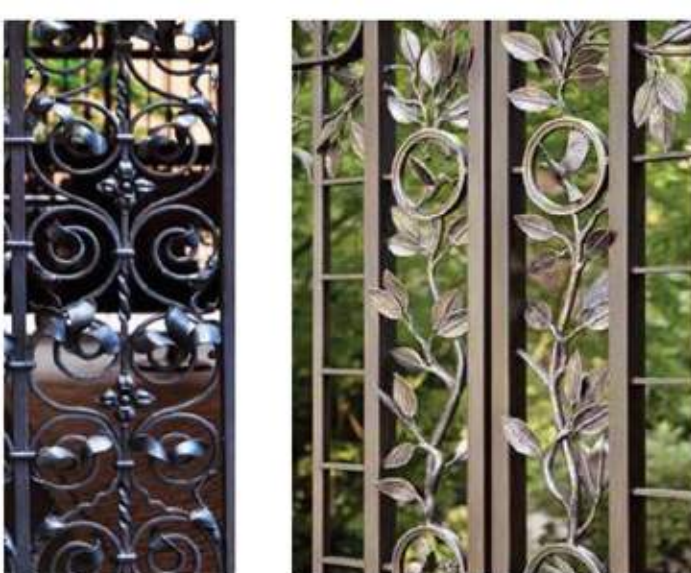
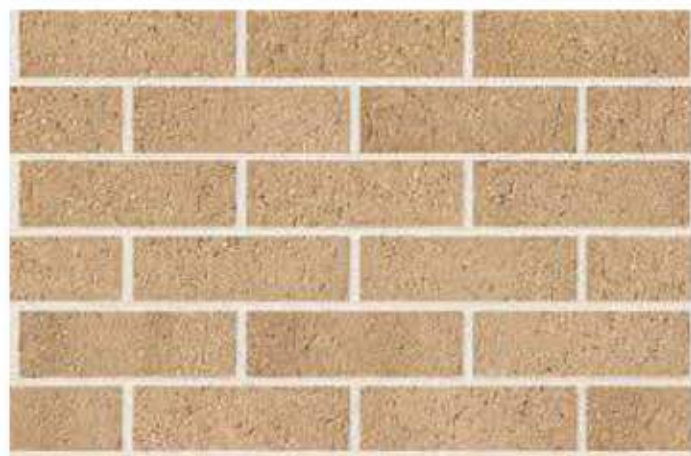


24275 Katy Freeway, Ste. 200
 Katy, Texas 77494
 Tel: 281-810-1422



MTA-I-586
 MARCH 12, 2021

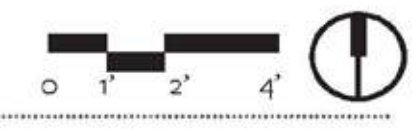
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ENTRY COLUMN W/ DECORATIVE IRON FENCE

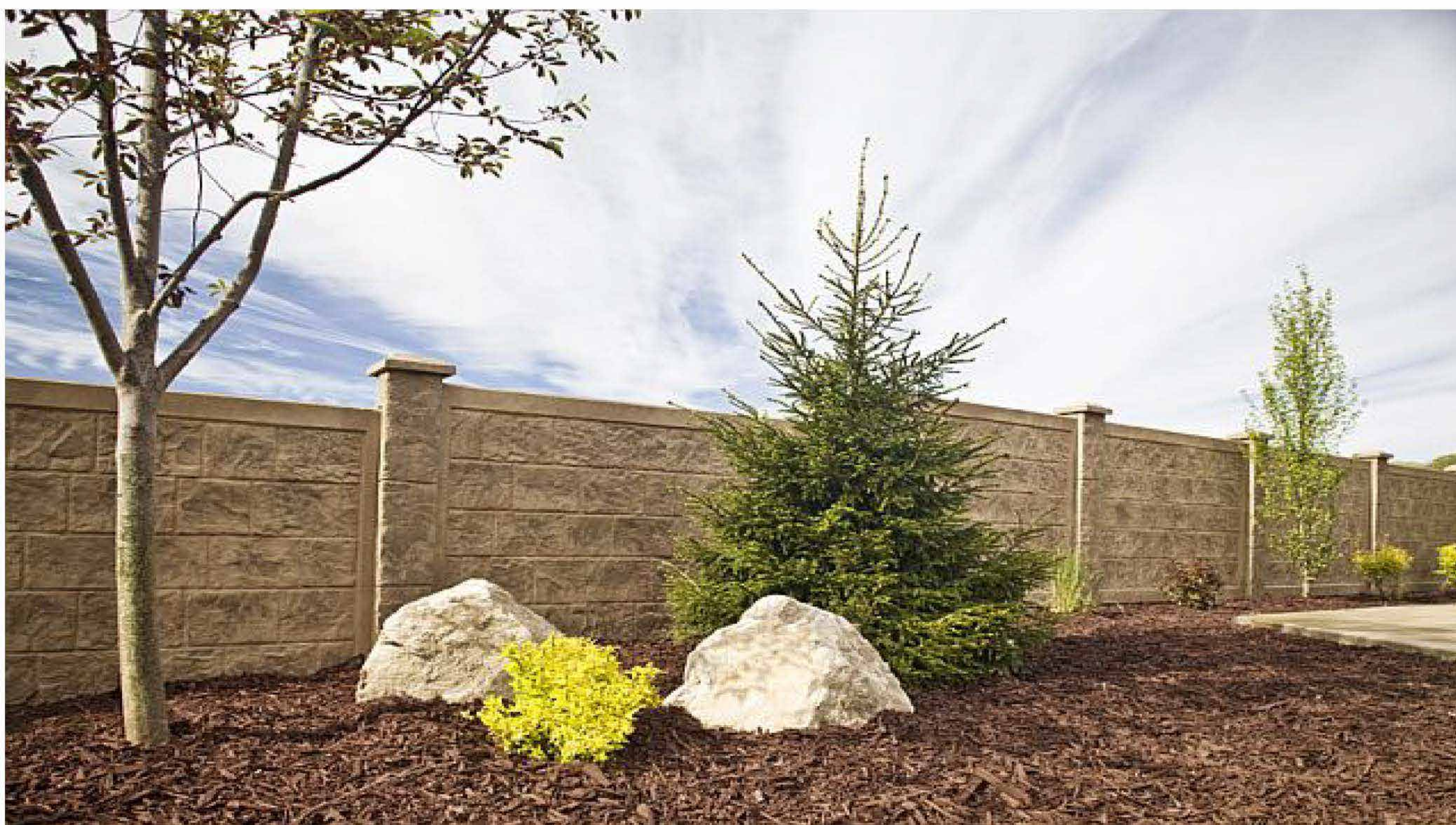


ENTRY MONUMENT



BROOKWATER | ENTRY CONCEPT - ELEVATION

Texas City, TX | Prepared For: Tejas Engineering Management | June 5, 2019



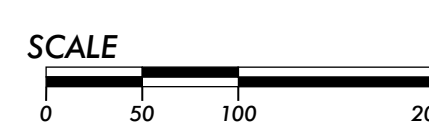
PROPOSED DEVELOPER MASONRY FENCE*

*Developer Masonry Fence to be installed along Central Park West Blvd., along FM 2004 and along additional land within the boundary of the Gateway Overlay District boundary. Color, Pattern, and Size of the fence may vary.

a park plan for
BROOKWATER
± 50.6 ACRES OF LAND
prepared for
BINNACLE DEVELOPMENT



24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422



MTA-1-586
MARCH 12, 2021

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CITY COMMISSION REGULAR MTG

(9) (a)

Meeting Date: 02/07/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for the January 17, 2024 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, JANUARY 17, 2024– 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, JANUARY 17, 2024, 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
Felix Herrera, Commissioner District 2
Dorthea Jones Pointer, Commissioner District 3
Jami Clark, Commissioner District 4

2. INVOCATION

Led by Stephanie Hughes of St. John's United Methodist Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 2 Felix Herrera.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

Charles Barkmann	Fire	01/06/2014	10 years
Joshua Eby	Fire	01/07/2009	15 years
Jonathan Lee	Fire	01/18/1999	25 years

b. Chief Landis Cravens promoted Officer Diego Reyes and Officer Christopher Land to the rank of Sergeant, and Luis Villarreal was sworn in as a Probationary Police Officer.

Each individual was pinned by a family member.

5. PUBLIC COMMENTS

Kaela Talplacido invited the City to participate in the Galveston Cunty Law Enforcement Social Services Expo.

6. CONSENT AGENDA

Commissioner At-Large Abel Garza, Jr. made a motion to approve Consent Agenda items a, b, c, d, e, f, and h. The motion was seconded by Commissioner District 2 Felix Herrera.

- a. Approve City Commission Minutes for January 3, 2024 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2024-002, approving the Consolidated Annual Performance Evaluation Report (CAPER), for the City's CDBG activities for PY' 2022, submission to the U.S. Department of Housing and Urban Development. (Community Development)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2024-009, awarding a contract for Bid No. 2024-440, 7th Avenue North Drainage Improvements Project - Package 1, to PM Construction & Rehab, LLC. (Public Works)

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 2024-010, authorizing the purchase of parts and cost of labor to replace the clarifier drive at the Wastewater Treatment Plant. (Public Works)

Vote: 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 2024-011, regarding Gulf Coast Transit Services provided in Texas City limits and payment therefor. (City Engineer)

Vote: 7 - 0 CARRIED

- f. Consider and take action on Resolution No. 2024-012, approving an updated policy for the use of the study rooms and meeting rooms at Moore Memorial Public Library. (Library)

Vote: 7 - 0 CARRIED

- g. Consider and take action on Resolution No. 2024-013, approving the appointments to the City of Texas City Civil Service Commission. (City Secretary)

Item was pulled by Mayor Johnson.

Motion by Commissioner District 3 Dorthea Jones Pointer, Seconded by Commissioner District 4 Jami Clark to appoint Elias Ramirez, Lacey Fleshman, and Gina Gilmore.

Vote: 7 - 0 CARRIED

- h. Consider and take action on Resolution No. 2024-014, authorizing the Mayor to execute an amendment to the City of Texas City Shoal Point Lease Agreement. (Legal)

Vote: 7 - 0 CARRIED

7. REGULAR ITEMS

- a. Consider and take action on Resolution No. 2024-015, awarding a contract for Bid No. 2024-439 Lago Mar 24 Inch Force Main Phase - 1 and Lago Mar East Offsite 16 Inch Force Main - Phase 2 Project. (Public Works)

Jack Haralson, Public Works Director, stated that Icon GC, LLC submitted the lowest bid at \$6,747,000.00, but, per section 16 of the General Instructions to Bidders, failed to include the requisite 10 project references of similar nature and cost. Therefore, we find the second-lowest bidder, T Construction, LLC., to be the most advantageous bidder for the City, with a base bid price of \$7,977,453.00. Funds made available for this project are made available via the City of Texas City 2023 / 2024 Annual Budget.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 2 Felix Herrera

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2024-016, awarding a contract for Bid No. 2024-441, 7th Avenue North Drainage Improvements Project - Package 2, to Carter Construction, LLC. (Public Works)

Jack Haralson, Public Works Director, stated that the lowest responsible bid came from Carter Construction, LLC., of Baytown, Texas, for the total bid amount of \$5,079,225.00. The construction project will be financed with assistance from the GLO under the U.S. Department of Housing and Urban Development CDBG-MIT program.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 1 DeAndre' Knoxson

Vote: 7 - 0 CARRIED

8. ADJOURNMENT

Having no further business, Commissioner At-Large Abel Garza, Jr. made a MOTION to ADJOURN at 5:33 p.m.; the motion was SECONDED by Commissioner District 3 Dorthea Jones Pointer. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary

Date Approved:

CITY COMMISSION REGULAR MTG

(9) (b)

Meeting Date: 02/07/2024

Approval of Resolution 2024-017 Authorizing Lease Agreement With Boyd's Seafood Inc.

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

Information

ACTION REQUEST

Consider approval of Resolution 2024-017 authorizing a lease agreement with Boyd's Seafood Inc.

BACKGROUND (Brief Summary)

The City of Texas City has had a long-standing lease agreement with Boyd's Seafood Inc., formerly known as Boyd's One Stop, dating back to 2011, for the use of pier space on Texas City Dike piers as shown on Exhibit "A" of the attached proposed lease agreement. The term of the agreement is for a 5 (five) year time period with the option to extend for another 5 (five) year time period if agreed to by both parties. The initial term of the agreement would be retroactive from December 1, 2023, to November 30, 2028.

The cost of the monthly lease fee is \$200 per month per lease space.

RECOMMENDATION

Staff recommends approval of the lease with Boyds Seafood Inc.

Fiscal Impact

Attachments

Resolution

Boyd's Seafood Lease

RESOLUTION NO. 2024-022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH BOYD'S SEAFOOD INC.; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City has had a long-standing lease agreement with Boyd's Seafood Inc., formerly known as Boyd's One Stop, dating back to 2011, for the use of pier space on Texas City Dike piers as shown on **Exhibit "A"** of the attached proposed lease agreement. The term of the agreement is for a 5 (five) year time period with the option to extend for another 5 (five) year time period if agreed to by both parties. The initial term of the agreement would be retroactive from December 1, 2023, to November 30, 2028; and

WHEREAS, the cost of the monthly lease fee is \$200 per month per lease space.

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

SECTION 1: That the City Commission of the City of Texas City hereby approves The initial term of the agreement would be retroactive from December 1, 2023, to November 2028. The cost of the monthly lease fee is \$200 per month per lease space, as set out on **Exhibit "A"**, attached hereto and incorporated herein for all intents and purposes.

SECTION 2: That the Mayor is authorized to execute any documentation necessary for the purchase of the equipment.

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

PASSED AND ADOPTED this 7th day of February 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

LEASE AGREEMENT

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

This lease is made by and between the **City of Texas City, Texas**, a municipal corporation of the County of Galveston, State of Texas, herein called **Lessor**, and **Boyd's Seafood, Inc.**, of Galveston County, Texas, herein called **Lessee**. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto:

I. PREMISES

Lessor leases to **Lessee**, and **Lessee** hires from **Lessor**, a certain premises located in Texas City, Texas, on the Texas City Dike, Texas City, Galveston County, Texas, and more particularly described in Exhibit "A".

II. TERM OF LEASE

This lease is for the primary term of five (5) years, commencing on December 1, 2023 and extending to November 30, 2028, with one (1) five-year extension allowed, if mutually agreeable by both parties, on December 1, 2028 to extend to November 30, 2033. In the case of an extension, as provided for in this section, the rental rates called for in the renewing and/or expiring leases will be adjusted from the original lease payments by the annual Consumer Price Index (CPI) last published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics of the United States Department of Labor ceases to exist or ceases to publish statistics concerning the purchasing power of the consumer dollars during the term of this lease, the remaining rental adjustments called for in this section shall be made using the most nearly comparable statistics published by a recognized financial authority selected by **Lessor**.

III. RENT

Lessee shall pay rental to **Lessor** at 1801 9th Avenue North, Texas City, Texas, of \$200.00 (TWO HUNDRED DOLLARS) per month for each pier constructed within the leased area, not to exceed three piers. **Lessee** shall keep **Lessor** notified of the construction of any additional piers on the leased premises. The first installment to be paid on December 1, 2023, and subsequent payments shall be payable on first day of each month thereafter until the end of the term. Rent installments unpaid for ten days shall bear interest at the rate of one percent (1 %) per month, commencing on the day after each such installment was due and continuing until the installment is paid. Monthly rent payments shall be applied first to interest due under terms and conditions of this lease and the balance, if any, to rent.

IV. RIGHT OF POSSESSION

It is understood that the lease is subject to all existing rights, if any, to possession and use of the demised premises vested in the United States of America, the State of Texas, and the County of Galveston. Should any agency of the United States, the State of Texas, or Galveston County, having such prior right, demand possession of the premises herein demised or any portion thereof, or any interest therein, **Lessee** shall promptly and peaceably surrender such possession. Should the exercise of the right of possession or any other right by such a governmental agency or the denial of access by the public to the **Lessee's** leasehold for any reason be deemed by **Lessee** disadvantageous to **Lessee**, he shall have the right forthwith to terminate this lease, and it shall cease and determine from and after written notification to **Lessor**. It is understood that the right to so terminate said lease shall be the only remedy available to **Lessee**, should a contingency described in this paragraph happen to occur; and **Lessor** shall never be responsible or liable in damages to **Lessee** by reason thereof.

V. CONDITIONS OF PREMISES, INSURANCE, LIABILITY

Lessee accepts the premises hereinabove described in its present condition as suitable for use by him, in full recognition of the fact that it lies in an exposed position, it being well known that storms, which are prevalent along the Gulf Coast, might destroy property if placed on the premises, and that the lives of individuals remaining thereon might be endangered. **Lessor** shall not be liable to **Lessee** for damage to **Lessee's** property occasioned by rising water, wind, storm, fire or any other cause beyond the control of **Lessor**. **Lessee** agrees to hold harmless **Lessor**, its officials, officers, employees or agents from all claims or causes of action advanced by **Lessee's** employees, licensees, invitees or **Lessee's** sublessees as provided in Paragraph IX, alleging property loss, personal injury or death, claiming inadequacies or defectiveness of the said improvements and premises, and to this end, **Lessee** covenants and agrees that he will, at all times that this lease is in existence,

purchase and maintain a policy providing commercial general liability insurance coverage in a minimum amount of \$1,000,000.00, through a reputable insurance company, authorized to do business in the State of Texas, insuring **Lessee** and **Lessor** against loss or damage to person or property arising out of or in any way connected with the demised premises or use thereof or improvements placed thereupon. **Lessee** shall annually furnish a copy of such insurance to the **Lessor**.

VI. IMPROVEMENTS

It is understood that before any improvements shall be constructed upon the premises herein demised and let, a building permit therefore shall be procured from the City Building Inspector. In addition, all existing remains of all three piers included in this lease shall be removed in their entirety. None of the remains can be re-used. The waterway must be free of debris, pilings, inoperable vessels, trash, and clutter. All improvements to be located on the premises shall be constructed in compliance with all city ordinances, state and federal regulations, statutes and laws. Any permits required by the State, Texas Parks and Wildlife, Texas Land Commission, US Corps of Engineers, or any other federal agency shall be obtained and maintained during the term of the lease. The construction of any improvements shall be maintained in a good state of repair at all times, reasonable wear and tear, loss by fire and acts of God alone excepted. However, if damaged by loss of fire or acts of God, the damage will either be repaired or the damaged improvement removed in its entirety within a reasonable time. Lack of funds is not considered a reason for delay of removal.

VII. BUILDING STANDARDS

Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose. **Lessee** bears sole responsibility for maintenance and upkeep of the property and agrees that all buildings and construction located on the dike meet the following standards:

1. All piers shall be constructed to the same standards, quality, color, and the same material as the piers that the city constructed or had constructed post Hurricane Ike.
2. All structures shall conform to minimum city code requirements.
3. All piers shall be pleasing to the eye and properly maintained, as follows:
 - a. The premises to be kept neat and orderly. Premises shall not be allowed to become cluttered. All abandoned junk shall be removed.
 - b. No home-made signs.
 - c. Loading/Parking areas – must be maintained and of asphalt construction to city standards. Must be to a standard to keep all vehicles and equipment free and clear of the roadway.
 - d. Lighting – If lighting is utilized on property, it must be of like or similar lighting as that of the City's light located on the Dike and

- approved by the City as to its similarity or acceptable appearance. It must be solar energized lighting.
- e. The premises and surrounding area including the waterway shall be free of debris, pilings, inoperable vessels, trash, and clutter.
 - f. No outside storage will be allowed on the premises.
 - g. Vessels utilizing the piers shall not be in poor condition, unsightly, or ill-maintained.
 - h. No long term storage or mooring of boats or use of piers as a permanent boat dock for any vessels. No boat or vessel shall remain within the same location along the pier more than one (1) week and must leave the pier and Texas City Channel completely at the conclusion of such time before returning to the pier.
 - i. Heavy trucks and equipment shall be limited and used only in conjunction with business when needed. Any damage to City roadway or property due to heavy trucks or equipment shall be repaired by City at Lessee's expense and could be cause for termination of lease. At no time shall a truck having a gross vehicle weight over 48,000 lbs be allowed.
 - j. No poorly maintained TV antennas or other projections.
 - k. Piers should have level decks and pilings trimmed at an even level.
 - l. Live and dead bait flags should be properly maintained and replaced when worn.
 - m. Piers shall not be for general public. The Piers need to be gated and locked except when in use by the Lessee or his contractors, employees, etc.
- 4. The City Building Officer shall judge if proposed or existing construction meets the minimum aesthetic standards.
 - 5. No signs or buildings to be located within 100 feet of the roadway. If necessary, buildings will be located over the water or on a filled area, and the area between the building and the roadway shall be filled.
 - 6. There shall be no peddling or selling allowed from packs, push carts, wagons, cars, trucks, or trailers on or near the piers. All vendors will comply with the City's Vendor Ordinance.

VIII. USE OF PREMISES

It is understood and agreed that the **Lessee** shall use such premises solely for docking of boats on piers located on the leased property. **Lessee** shall permit **Lessor** or **Lessor's** agents, representatives, or employees to enter on the leased premises for the purpose of inspection, to determine whether **Lessee** is in compliance with the terms of this lease. **Lessee** agrees not to use the leased premises, or any part thereof, for any use or purpose in violation of any valid and applicable law, regulation, or ordinance of the United States, the

State of Texas City or the City of Texas City, or other lawful authority having jurisdiction over the leased premises. Should **Lessee** fail to use such premises for the above described purposes, this lease shall terminate and **Lessor** may retake the said premises as set out in paragraph XI of this lease; furthermore, **Lessee** agrees that in that event, **Lessor** may retain all lease money paid unto the said **Lessor** under the terms of this lease as liquidated damages for **Lessee's** breach of covenant to use demised premises set out hereinabove.

IX. SUBLEASE OR ASSIGNMENT

Lessee agrees not to assign or sublease the leased premises.

X. TAXES

Lessee hereby covenants to pay all ad valorem taxes due each taxing agency (including the City of Texas City, Texas City Independent School District, and State of Texas and Galveston County) and all taxes assessed against any and all improvements and personal property placed upon the demised premises before the same become delinquent. To show proof of timely tax payment, **Lessee** will mail to **Lessor** all paid receipts of taxes. Failure to pay and keep current such payment shall be deemed a breach of this agreement and any and all remedies shall be available to **Lessor** up to including declaring such a forfeiture of said lease as set out in Section XI. Remedies.

XI. REMEDIES

If **Lessee** breaches this lease, **Lessor** shall have the following remedies in addition to his other rights and remedies in such event:

- (a) **Lessor** may reenter the premises immediately and remove all **Lessee's** personal property therefrom. **Lessor** may store the property in a public warehouse or at any other place of its choosing at **Lessee's** expense or to **Lessee's** account.
- (b) After reentry, **Lessor** may terminate the lease on giving ninety (90) days written notice of such termination to **Lessee** mailed or delivered to **Lessee's** mailing address, if known. If unknown, a copy of the notice may be posted at the demised premises and this shall be sufficient notice.
- (c) After reentry, **Lessor** may relet the premises or any part thereof, for any term, without terminating the lease, at such rent and on such terms as it may choose. **Lessor** may make alterations and repairs to the premises and improvements thereon located. **Lessee** shall be liable to **Lessor** for the difference between the rent received by **Lessor** under the reletting and the rent installments that are due for the same period under this lease.
- (d) After reentry, **Lessor** may elect to remove all of the improvements constructed by **Lessee** in order to leave the premises in a clean condition with all timbers,

foundations and building materials removed and the expense of this removal shall be borne by the **Lessee**.

Extension of time for any rental payment or failure of **Lessor** promptly to enforce any remedy herein provided for breach of this lease by **Lessee** shall not constitute waiver of or otherwise alter any of **Lessor's** rights or **Lessee's** obligations hereunder. **Lessee** agrees to pay all reasonable expenses, including a reasonable attorneys' fee, and costs of repossession incurred by **Lessor** in enforcing this agreement. The remedies herein provided shall not be deemed exclusive, but shall be cumulative and in addition to all other remedies existing at law and in equity and elsewhere.

XIII. LIENS

It is agreed that **Lessor** shall have a valid first lien upon all of the improvements and all furniture and fixtures of **Lessee** placed upon said premises, or placed in said premises during the term of the lease or which **Lessee** may own upon said premises, to secure all rent due or to become due under this lease contract, and all exception laws are hereby waived in favor of said lien, and it is understood that said express lien shall not be construed as a waiver of any statutory lien given the **Lessor**, but shall be cumulative of and additional thereto.

XIV. RENEWAL NOTICE

On or before November 1, 2028, **Lessee** shall give written notice to **Lessor** of **Lessee's** desire to renew and or negotiate a new lease on said property as provided for in Section XV hereof. The annual anniversary date shall be December 1 of each year.

XV. OPTION

It is further agreed that if **Lessee** shall well and faithfully keep and perform all the terms, conditions and covenants hereof, including the payment of rental installments as herein provided, upon the expiration of the primary term hereof, **Lessee** shall have the option of leasing the demised premises for an additional term of five (5) years. **Lessee** understands that cooperation with **Lessor** and compliance with all lease terms are taken into consideration on all lease renewals. All communications regarding leases or any matter concerning leases shall be with the City Secretary, City of Texas City and any such communications not directed first to the aforesaid office shall be a violation of the lease. Failure of the parties to agree upon terms of a new lease prior to expiration of the term of this lease, shall render **Lessee** a tenant from month to month subject to all terms contained herein at the same rental rate last paid under the terms hereof, and shall be terminable at will by either party.

Dated this ____ day of _____, 2023.

LESSOR:

THE CITY OF TEXAS CITY

By: _____
Dedrick Johnson, Mayor

ATTEST:

Rhomari Leigh, City Secretary

LESSEE:

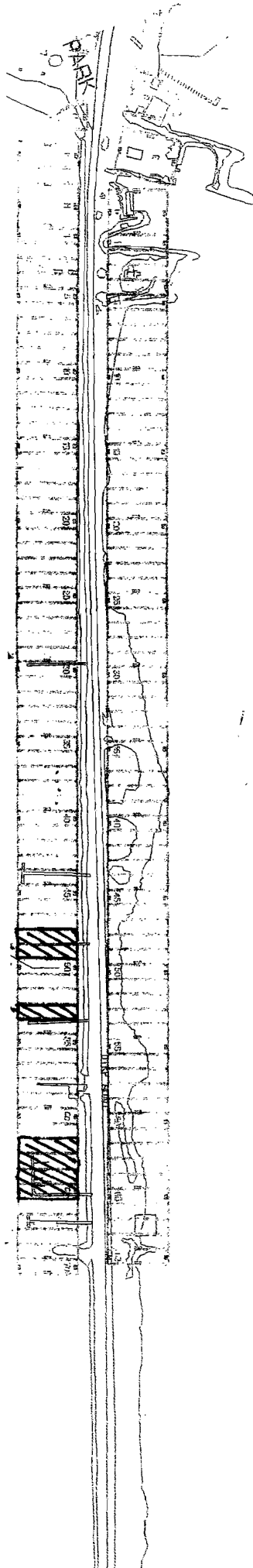
BOYD'S SEAFOOD, INC.

By: _____
Jason Cogburn, President

ATTEST:

Date

Boyd's Lease
December
2023



Dike South Side Pier & Breakwater,
Blocks 48 & 49

Dike South Side Pier, Block 53

Dike South Side Pier & Breakwater,
Blocks 62, 63, 64 & 65

CITY COMMISSION REGULAR MTG

(9) (c)

Meeting Date: 02/07/2024

Award Commissioners' Community Grant to LULAC

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Please review and approve Commission Community Grant to Texas City LULAC Council 255 sponsored by Commissioner-at-Large Abel Garza.

BACKGROUND (Brief Summary)

The LULAC Texas City Council 255 is requesting grant funds from the City of Texas City, specifically from Commissioner-At-Large, Abel Garza. As a 501c(3) non-profit organization, they depend heavily on donated funds to provide scholarships to deserving students who may not otherwise afford the opportunity to continue his/her education past high school. LULAC has been active in Texas City since the 1950s and has provided numerous scholarships to local students. Their goal is to continue that service opportunity.

RECOMMENDATION

It is the recommendation of the Mayor and the Director of Community Development and Grants Administration that this grant be awarded.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: \$5,000

Source of Funds: Commission Community Grant Fund

Account #: 220101-54901-00014

Fiscal Impact:

The award of this grant will totally expend Commissioner Garza's allocation for FY'24.

Attachments

Resolution

LULAC Request Package

RESOLUTION NO. 2024-018

A RESOLUTION AWARDED A COMMUNITY GRANT TO TEXAS CITY LULAC COUNCIL 255, ON BEHALF OF COMMISSIONER AT-LARGE ABEL GARZA, JR., IN THE AMOUNT OF \$5,000.00; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, as a 501c(3) non-profit organization, they depend heavily on donated funds to provide scholarships to deserving students who may not otherwise afford the opportunity to continue his/her education past high school. LULAC has been active in Texas City since the 1950s and has provided numerous scholarships to local students. Their goal is to continue that service opportunity; and

WHEREAS, it is the recommendation of Mayor Dedrick D. Johnson and the Director of Community Development & Grants Administration that a grant be awarded in the amount of \$5,000.00 on behalf of Commissioner At-Large Abel Garza, Jr.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, approves the expenditure of a Community Grant to Texas City LULAC Council 225 in the amount of \$5,000.00.

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

PASSED AND ADOPTED this 7th day of February 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



Texas City Commissioners Community Grant Fund Application

**This grant application is to be completed and submitted to the Mayor by a member of the Texas City Commission.*

Abel Garza, Commissioner-At-Large
Name of Sponsoring Commissioner

District

Texas City LULAC Council 255
Name of Benefitting Organization

TAX EXEMPT STATUS NUMBER: 76-0334335
Tax Exempt / 501c3 Nonprofit Status Number

Amount Requested: \$5,000.00

Date: December 20, 2023

Statement of Purpose and benefit to the Citizens of Texas City: _____

The LULAC Texas City Council 255 is requesting grant funds from the City of Texas City, specifically from Commissioner-At-Large, Abel Garza. As a 501c (3) non-profit organization, we depend heavily on donated funds to provide scholarships to deserving students who may not otherwise afford the opportunity to continue his/her education past high school. LULAC has been active in Texas City since the 1950s and has provided numerous scholarships to local students. Our goal is to continue that service opportunity.

Other Sources of Funding This Organization is Currently Receiving: _____

Annual Cinco de Mayo event and other fund-raising attempts.

**Please note that the submission of this application does not guarantee an allocation of funds. The awarding of this grant is contingent upon several factors, including, but not limited to those it being a qualifying organization, funds availability, purpose of funds requested, and final commission approval.*

DocuSigned by:

8253857236FC448...

1/17/2024



LEAGUE *of* UNITED LATIN AMERICAN CITIZENS

2023-2024

December 20, 2023

Judith A. Silva
President
(409) 888-0950

Mr. Abel Garza, Jr.
Commissioner-At-Large
1801 9th Avenue North
Texas City, TX 77590

Susie Saucedo
Vice-President
(409) 739-0118

Dear Mr. Garza:

Olga Rodriguez
Secretary
(409) 789-5494

I want to express my gratitude, on behalf of our organization LULAC Texas City Council 255, and the opportunity to apply for the Texas City Commissioners Grant Fund, available to 501(c) organizations to pursue the endeavors of helping the community. Our funding has come from fundraising events, but as prices in the economy has risen, I am requesting grant funding in the amount of \$5,000 to continue our work to help students of the City of Texas City to further their education by giving them a scholarship.

Frances S. Ramos
Treasurer
(409) 443-8311

Our mission is to help Texas City High School students to attend a college of their choice and pursue their education to fulfill their career goal. In most cases, families are not financially stable to cover the expense to send their child/children to college. That is where we come in and able to cover some of the college expenses. We are proud to say we have been a part of their education become a reality with the help of a scholarship.

John C. Sanchez
Parliamentarian

This organization has been established as a non-profit 501(c) and has complied with the necessary documentation with Texas rules, regulations, policies, and tax obligations. Please see attachments to verify this statement true.

Gabriel Vela
Chaplin
(409) 25-9514

Thanking you in advance for your consideration in reviewing this application and the approval of funds requested, to continue our work and support the City of Texas City community to help students further their education.

Yesenia Vela
Sergeant-At-Arms
Tradesmen Scholarship
(409) 354-8369

Respectfully,

Jennifer Ramos
Scholarship Chairman
(409) 944-6625

Judith A. Silva
President
JAS/or

Address

LULAC 255
P. O. BOX 802
Texas City, TX 77590

Attachments:

Texas City Commissioners Community Grant Fund Application
501(c) Letter / Tax Exempt

LULAC Scholarship
P. O. Box 1356
Texas City, TX 77590

All for one – One for all

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 06 2015**

TEXAS CITY LULAC SCHOLARSHIP &
EDUCATIONAL FOUNDATION
C/O SALLY DAVILA
PO BOX 1356
TEXAS CITY, TX 77592-1356

Employer Identification Number:
76-0334335
EIN:
17053006402015
Contact Person:
JOSEPH R HERR ID# 31128
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b) (1) (A) (vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 15, 2013
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations

Letter 947

coll 2/10/15

TEXAS CITY LULAC SCHOLARSHIP & EDUCATIONAL FOUNDATION

EIN: 76-0334335 | Texas City, Texas, United States

Auto-Revocation List

Organizations whose federal tax exempt status was automatically revoked for not filing a Form 990-series return or notice for three consecutive years.

Important note: Just because an organization appears on this list, it does not mean the organization is currently revoked, as they may have been reinstated.

Exemption Type: 501(c)(3) 

Exemption Reinstatement Date: 05-15-2013

Revocation Date: 05-15-2013

Revocation Posting Date: 08-12-2013

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

[FinalLetter_76-0334335_TEXASCITYLULACSCHOLARSHIP&EDUCATIONALFOUNDATION_01022015.tif](https://apps.irs.gov/pub/epostcard/dl/FinalLetter_76-0334335_TEXASCITYLULACSCHOLARSHIP&EDUCATIONALFOUNDATION_01022015.tif) [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_76-0334335_TEXASCITYLULACSCHOLARSHIP&EDUCATIONALFOUNDATION_01022015.tif]

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

Tax Period:

2009 (01/01/2009-12/31/2009)

EIN:

76-0334335

Organization Name (Doing Business as):

TEXAS CITY LULAC SCHOLARSHIP & EDUCATIONAL
FOUNDATION

Mailing Address:

P O Box 1356
Texas City, TX 775921356
United States

Principal Officer's Name and Address:

Jesse Ponce

P O Box 1356
Texas City, TX 775921356
United States

Gross receipts not greater than:

\$50,000

Organization has terminated:

No

Website URL:

CITY COMMISSION REGULAR MTG

(9) (d)

Meeting Date: 02/07/2024

2025 F750 Dump Truck for the Utilities Department

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

Department: Public Works

Information

ACTION REQUEST

Approve the purchase of a 2025, Ford F750 dump truck for the Utilities Department.

BACKGROUND (Brief Summary)

The 2025 Ford F750 dump truck is to be purchased from Chastang Ford in Houston Tx, via the attached BuyBoard 601-19 quote. Funds are made available in the City of Texas City 2023/2024 annual budget account number 501702 55020. The purchase price will be \$97,975.00

The quote is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to approve the BuyBoard purchase of a 2025, Ford F750 dump tuck in the total amount of \$97,975.00

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 2024-019

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF ONE (1) 2025 FORD F750 DUMP TRUCK TO BE PURCHASED FROM CHASTANG FORD IN HOUSTON, TX, THROUGH BUYBOARD – A LOCAL PURCHASING COOPERATIVE (CONTRACT 601-19); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, funds are made available in the 2023/2024 annual budget account number 501702 55020 - Utilities Department for the purchase of a 2025 Ford F750 dump truck;

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the expenditure of \$97,975.00 through BuyBoard (Contract 601-19), as set out on **Exhibit “A”**, attached hereto, for one (1) 2025 Ford F750 dump truck to be utilized by the Utilities Department.

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

PASSED AND ADOPTED this 7th day of February 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



Prepared by: Ed Miller
01/19/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: txcty25f7a

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F7A	Base Vehicle Price (F7A)	\$71,580.00
Engines		
99N	7.3L 2V DEVCT NA PFI V8 Gas - 335 HP @ 3750 rpm Torque: 468 ft.lbs. @ 3750 rpm.	STD
425	50-State Emissions	N/C
Transmissions		
44P	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, LESS PTO Provision and Tow/Haul <i>Includes tow/haul.</i>	STD
41B	Transmission Power Take-Off Provision w/LiveDrive Capability and Tow/Haul	\$295.00
Front Wheels & Tires		
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
T2A	Tires, Front Two 11R22.5H Goodyear Fuel Max RSA (497 rev/mile)	\$45.00
Rear Wheels & Tires		
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
R2A	Tires, Rear Four 11R22.5H Goodyear Fuel Max RSA (497 rev/mile)	\$95.00

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01/19/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: txcty25f7a

As Configured Vehicle (cont'd)

Code	Description	MSRP
Brakes		
67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control <i>Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver and hand operated park brake lever.</i>	STD
18A	Electronic Stability Control DELETE <i>Deletes the standard ESC feature.</i>	-\$115.00
Front Axle and Suspension		
43N	10,000 lb. Cap. Non-Driving - Dana E-1002I - I-Beam Type	STD
61C	Taper-Leaf Springs, Parabolic - 10,000 lb. Cap <i>2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i>	STD
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	\$50.00
Rear Axle and Suspension		
475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S <i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	STD
68R	Multi-Leaf Springs - 23,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>	\$230.00
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	\$100.00
X6B	6.17 Axle Ratio	N/C
Wheelbase		
176WB	176" Wheelbase/102" CA/70" AF/285" OAL	\$125.00
Frame		

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01/19/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: txcty25f7a

As Configured Vehicle (cont'd)

Code	Description	MSRP
536	Single Channel - Straight 'C' 14.18 SM, 120,000 PSI <i>1,701,600 RBM. Heat treated alloy steel; 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm).</i>	\$365.00
18D	Special Rating GVWR - Limited to 25,999 lb. GVWR Only available to GAWR combinations that EXCEED 26,000 lbs.	\$120.00

Exhaust

91H	Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter <i>Downward facing, outlet tip.</i>	STD
-----	--	-----

Fuel Tanks

65A	Fuel Tank - LH 50 Gallon - Steel	STD
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Electrical / Alternator / Battery

STDALT	Extra Heavy Duty Alternator - 12-Volt, 210 Amp Mitsubishi <i>Extra heavy duty 12 Volt.</i>	Included
55M	Jump Start Stud - Remote Mounted	\$90.00
63B	Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	\$60.00
17M	Back-Up Alarm - Electric, 102 dBA	\$110.00

Seats

88R	30/0/30 Air Ride Driver (Integral Air Pump) & Fixed Passenger w/Console - Vinyl	\$440.00
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Cab Interior

600A	Preferred Equipment Package 600A	N/C
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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: txcty25f7a

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p><i>Includes:</i></p> <ul style="list-style-type: none"> - Bumper, Front - Black, Full Width - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Extra Heavy Duty Alternator - 12-Volt, 210 Amp Mitsubishi Extra heavy duty 12 Volt. - Painted Grille - Plastic - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt / Telescoping - Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls - Body Builder Wiring - At Back of Cab, Combined <p><i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, park lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i></p>	
90P	<p>Power Equipment Group - (Included in (90A) Appearance Group)</p> <p><i>Includes power front side windows, power door locks, door trim panel and passive anti-theft system.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - SecuriLock Passive Anti-Theft System <p><i>The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.</i></p> <ul style="list-style-type: none"> - Remote Keyless Entry w/2 Key Fobs 	\$550.00
59F	<p>Four Body Builder Switches - Mounted in Center Instrument Panel</p> <p><i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i></p>	\$125.00
588	<p>Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth</p>	STD
85A	<p>SecuriLock Passive Anti-Theft System</p> <p><i>The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.</i></p>	Included
Cab Exterior		
54R	<p>Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 102" Width</p> <p><i>Integral spot mirror, sail type, solid black finish.</i></p>	\$215.00

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01/19/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: txcty25f7a

As Configured Vehicle (cont'd)

Code	Description	MSRP
Miscellaneous		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
E_01	Gray	N/C
Upfit Options		
Buy Board	Buy Board Fee CONTRACT 601-19 CONTRACT 601-19	\$400.00
100814	INSTALL DUMP BED AND QUIPMENT	\$26,450.00
SUBTOTAL		\$101,330.00
Fuel Charge (12)		\$0.00
Destination Charge		\$2,495.00
TOTAL		\$103,825.00

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: txcty25f7a

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$71,580.00
Options	\$2,900.00
Colors	\$0.00
Upfitting	\$26,850.00
Fleet Discount	\$0.00
Fuel Charge (12)	\$0.00
Destination Charge	\$2,495.00
Subtotal	\$103,825.00

Pre-Tax Adjustments

Code	Description	MSRP
01 flt	DISCOUNT AND CONCESSION	-\$5,850.00
Total		\$97,975.00

1/20/23

Customer Signature

Acceptance Date

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Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: txcty25f7a

Selected Equip & Specs

Dimensions

- GCWR: 37,000 lbs.
- * **Vehicle body length: 285.0"**
- Vehicle body height: 94.9"
- Front track: 83.8"
- * **Turning radius (to curb): 24.1'**
- Rear tire outside width: 96.0"
- * **Frame section modulus: 14.2 cu.in.**
- * **Frame rail depth: 10.1"**
- * **Frame rail thickness: .3"**
- Front bumper to front axle: 39.0"
- Rear brake diameter: 15.0"
- Leg room first-row: 41.4"
- Hip room first-row: 67.6"
- Driver distance from axle: 54.4"
- Vehicle body width: 96.7"
- * **Wheelbase: 176.0"**
- Rear track: 72.6"
- * **Cab to axle: 102.0"**
- * **Axle to end of frame: 70.0"**
- * **Frame yield strength (psi): 120000.0**
- * **Frame rail width: 3.6"**
- Frame rail section: 9.5"
- Front brake diameter: 15.0"
- Headroom first-row: 40.7"
- Shoulder room first-row: 68.0"

Powertrain

- 7.3L V-8 variable valve control, engine with 335HP
- Injection Type: sequential MPI
- Horsepower: 335 HP@3750 RPM
- Radiator
- RNDM shift indicator
- 6-speed automatic
- Recommended fuel: regular unleaded
- Standard rear differential
- Engine cylinders: V-8
- Spark ignition system
- Torque: 468 lb.-ft.@3750 RPM
- * **Auxiliary power take-off**
- 75 mph speed limiter
- Rear-wheel drive
- Low-speed ABS traction control

Fuel Economy and Emissions

- Federal emissions

Suspension and Handling

- Standard ride suspension
- Standard grade front shock absorbers

Driveability

- Hydraulic disc brakes
- 4-wheel antilock (ABS) brakes
- Hill start assist
- Leaf spring front suspension
- Rigid axle rear suspension
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Rigid axle front suspension
- Tapered leaf front suspension
- Leaf spring rear suspension

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: txcty25f7a

Selected Equip & Specs (cont'd)

- Hydraulic power-assist steering system
- 2-wheel steering system
- Re-circulating ball steering

Body Exterior

- Side assist steps
- Clearcoat paint
- Black side window trim
- Black door handles
- 2 front tow hooks
- Black grille
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- White front wheels
- White rear wheels
- Disc rear wheel
- 2 doors
- Monotone paint
- Black windshield trim
- Black front bumper
- Straight front bumper ends
- Hood mounted grille
- Trailer style side mirrors
- English measure truck 279/82R22.5 AS BSW front and rear tires
- Steel front wheels
- Steel rear wheels
- 22.5 x 8.25-inch front and dual rear wheels

Convenience

- * **Power door locks with 2 stage unlocking**
- * **Auto-locking doors**
- * **Power first-row windows**
- Driver foot rest
- Standard glove box
- 2 beverage holders
- Instrument panel bin
- Dual electric horn
- Trip computer
- * **Keyfob activated door locks**
- Cruise control with steering wheel mounted controls
- Partial floor console
- Fixed rear windshield
- Front beverage holders
- * **Driver and passenger door bins**
- Dashboard storage
- Steering column lever gearshift location
- * **Upfitter switches**

Comfort

- Manual climate control
- Full headliner coverage
- Full floor coverage
- Manual telescopic steering wheel
- Cloth headliner material
- Full vinyl floor covering
- Manual tilting steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 2
- Folding driver seat back
- * **Driver seat air suspension**
- Bucket driver seat
- Low driver seat back
- 4 driver seats way-direction

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: txcty25f7a

Selected Equip & Specs (cont'd)

- Manual fore/aft
- * **Folding passenger seat back**
- 4 passenger seats way-direction
- * **Fixed passenger seat headrest**
- Front passenger seat armrest
- Bucket passenger seat
- Low passenger seat back
- Manual fore/aft
- Driver seat armrest
- Vinyl front seat upholstery

Entertainment Features

- AM/FM stereo radio
- AM radio
- Seek scan
- External memory control
- Standard grade speakers
- Wireless audio streaming
- In-vehicle audio
- FM radio
- Auxiliary input jack
- Speakers number: 2
- Steering wheel mounted audio controls
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Analog instrumentation display
- In-radio display clock
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Speed sensitive wipers
- * **Illuminated entry**
- Daytime running lights
- Delay interior courtesy lights
- Trip odometer
- Driver information center
- Oil pressure gauge
- Oil temperature gauge
- Engine hour meter
- Aero-composite headlights
- Auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- Cab clearance lights

Technology and Telematics

- Bluetooth handsfree wireless device connectivity
- 1 USB port

Safety and Security

- * **Immobilizer**
- Vehicle tracker
- * **Remote panic alarm**
- * **Back-up alarm**

Dimensions

General Weights

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: txcty25f7a

Selected Equip & Specs (cont'd)

* Curb weight	9,377 lbs.	* Rear curb weight	3,642 lbs.
Front GAWR	10000 lbs.	Rear GAWR	21000 lbs.
GVWR	25999 lbs.	GCWR	37000 lbs.

Trailer Weights

GCWR 37,000 lbs.

Weights

Maximum GVWR 37,000 lbs.

* **Nominal RBM (in.-lbs.)** **1,701,600 nominal RBM (in.-lbs.)**

* **Max RBM (in.-lbs.)** **1,780,800 max RBM (in.-lbs.)**

Front Weights

* **Front curb weight** **5,734 lbs.**

Spring rating front 10,000 lbs.

Axle capacity front 10,000 lbs.

* **Tire/wheel capacity front** **13,220 lbs.**

Rear Weights

Axle capacity rear 21,000 lbs.

* **Tire/wheel capacity rear** **24,020 lbs.**

* **Spring rating rear** **23,000 lbs.**

Exterior Measurements

* **Vehicle body length** **285.0"**

Vehicle body height 94.9"

Front frame height loaded 35.2"

Front frame height unloaded 37.0"

* **Rear frame height loaded** **36.8"**

* **Turning radius (to bumper)** **25.7'**

Width - mirrors extended 121.9"

Rear track 72.6"

* **Turning radius (to curb)** **24.1'**

Rear tire outside width 96.0"

* **Frame section modulus** **14.2 cu.in.**

* **Frame rail depth** **10.1"**

* **Frame rail thickness** **.3"**

Front bumper to front axle 39.0"

Vehicle body width 96.7"

* **Wheelbase** **176.0"**

Front brake diameter 15.0"

Rear brake diameter 15.0"

* **Rear frame height unloaded** **38.2"**

Width - mirrors folded 90.7"

Front track 83.8"

Driver distance from axle 54.4"

* **Cab to axle** **102.0"**

* **Axle to end of frame** **70.0"**

* **Frame yield strength (psi)** **120000.0**

* **Frame rail width** **3.6"**

Frame rail section 9.5"

Headroom

Headroom first-row 40.7"

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: txcty25f7a

Selected Equip & Specs (cont'd)

Legroom

Leg room first-row 41.4"

Shoulder Room

Shoulder room first-row 68.0"

Hip Room

Hip room first-row 67.6"

Front And Rear GAWR Total Will Exceed Overall GVWR

Powertrain

Engine

Engine 7.3L V-8 variable valve control, engine with 335HP

Engine cylinders V-8

Engine location Front mounted engine

Engine mounting direction Longitudinal mounted engine

Cylinder head material Aluminum cylinder head

Valves per cylinder 2

Injection type sequential MPI

Ignition Spark ignition system

Engine block material Iron engine block

Engine Specs

Displacement 7.3L

Bore 4.22"

Compression ratio 10.5

cc 445 cu.in.

Stroke 3.98"

Engine Power

Horsepower 335 HP@3750 RPM

Torque 468 lb.-ft.@3750 RPM

Alternator

Alternator amps 210A

Alternator type Heavy-duty alternator

Battery

* **Battery type** **Dual lead acid battery**

* **Battery rating** **1800CCA**

Battery step Battery step

Battery run down protection Battery run down protection

Battery location Battery location forward right

Engine Extras

Radiator Radiator

* **Auxiliary power take-off** **Auxiliary power take-off**

Shift indicator RNDM shift indicator

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Prepared by: Ed Miller
01/19/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: txcty25f7a

Selected Equip & Specs (cont'd)

Transmission

Transmission	6-speed automatic	Transmission electronic control	Transmission electronic control
Speed limiter	75 mph speed limiter	Overdrive transmission	Overdrive transmission
Lock-up transmission	Lock-up transmission	First gear ratio	3.974
Second gear ratio	2.318	Third gear ratio	1.516
Fourth gear ratio	1.149	Fifth gear ratio	0.858
Sixth gear ratio	0.674	Reverse gear ratio	3.128
Stall ratio	2	Selectable mode transmission	Tow/Haul Mode selectable mode transmission
Transmission oil cooler	Transmission oil cooler	* PTO transmission provision	PTO transmission provision

Drive Type

Drive type

Rear-wheel drive

Drivetrain

*** Axle ratio**

6.17

Axle speed

Single axle speed

Exhaust

Tailpipe	Non stainless steel single exhaust	Additional muffler type	horizontal
Additional muffler location	right	Additional tailpipe type	horizontal
Additional tailpipe location	right		

Fuel

Fuel type

regular unleaded

Fuel Tank

Front left fuel tank shape

rectangular

Front left fuel tank capacity

50.01 US gallons

Drive Feature

Traction control

Low-speed ABS traction control

Differential

Standard rear differential

Fuel Economy and Emissions

Emissions

Emissions

Federal emissions

Suspension and Handling

Suspension

Suspension

Standard ride suspension

Front shock absorbers

Standard grade front shock absorbers

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2025 F-750 Gas Regular Cab Base (F7A)

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Selected Equip & Specs (cont'd)

Driveability

Brakes

Brake type	Hydraulic disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	ABS brakes	4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist	Hill start assist
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Front Suspension

Suspension ride type front	Rigid axle front suspension	Suspension type front	Leaf spring front suspension
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Front Spring

Regular front springs	Regular front springs	Springs front	Tapered leaf front suspension
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Rear Spring

Springs rear	Multi-leaf rear suspension	Rear springs	Regular grade rear springs
Auxiliary rear spring	Rubber auxiliary rear spring		

Rear Suspension

Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension
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Steering

Steering	Hydraulic power-assist steering system	Steering type	Re-circulating ball steering
Steering type number of wheels	2-wheel steering system		

Exterior

Front Wheels

Front wheels diameter	22.5"	Front wheels width	8.3"
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Rear Wheels

Rear wheels diameter	22.5"	Rear wheels width	8.3"
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Front And Rear Wheels

Appearance	none
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Front Tires

Aspect	82	Diameter	22.5"
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Selected Equip & Specs (cont'd)

Sidewalls	BSW	Tread	AS
Type	english measure truck tire	Width	279mm
Front wheel - RPM	497		

Rear Tires

Aspect	82	Diameter	22.5"
Sidewalls	BSW	Tread	AS
Type	english measure truck tire	Width	279mm
Rear wheel - RPM	497		

Body Exterior

Exterior Features

Number of doors	2 doors	Side steps	Side assist steps
Front splash guards	Front splash guards		

Frame

Clean CA frame Clean CA frame

Body

Body panels ... Composite and galvanized steel body panels

Mirrors

Convex spotter Convex spotter in driver and passenger side door mirrors

Tires

* Front tires LT load rating	H	* Rear tires LT load rating	H
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Wheels

Front wheel type	Disc front wheel	Dual rear wheels	Dual rear wheels
Number of front wheel studs	10 front wheel studs	Number of rear wheel studs	10 rear wheel studs

Convenience

Door Locks

* Door locks ...	Power door locks with 2 stage unlocking	* Keyfob door locks	Keyfob activated door locks
* Auto door locks	Auto-locking doors		

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

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Selected Equip & Specs (cont'd)

Exterior Mirrors

* Door mirrors	Power door mirrors	Folding door mirrors	Manual folding door mirrors
Heated door mirrors	Heated driver and passenger side door mirrors		

Front Side Windows

* First-row windows ..	Power first-row windows
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Floor Console

Floor console	Partial floor console
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Passenger Visor

Visor passenger mirror ..	Passenger visor mirror
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Power Outlets

12V power outlets	2 12V power outlets
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Pedals

Driver foot rest	Driver foot rest
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Rear Windshield

Rear windshield	Fixed rear windshield
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Storage

* Door bins front ..	Driver and passenger door bins	Number of beverage holders ..	2 beverage holders
Beverage holders	Front beverage holders	Glove box	Standard glove box
Instrument panel storage ..	Instrument panel bin	Dashboard storage	Dashboard storage

Windows Feature

* One-touch up window ..	Driver and passenger one-touch up windows	* One-touch down window ..	Driver and passenger one-touch down windows
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Miscellaneous

Trip computer	Trip computer	Gearshift location	Steering column lever gearshift location
* Upfitter switches ..	Upfitter switches	Horn	Dual electric horn

Comfort

Climate Control

Climate control	Manual climate control
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Headliner

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Selected Equip & Specs (cont'd)

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Steering Wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 2

Front Seats

Front seat type Bucket driver seat

Front seat type Bucket passenger seat

Driver seat back Folding driver seat back

Driver seat back type Low driver seat back

* **Driver seat suspension** **Driver seat air suspension**

Driver seats way-direction 4 driver seats way-direction

Driver seat fore/aft Manual fore/aft

* **Passenger seat back** **Folding passenger seat back**

Passenger seat back type Low passenger seat back

Passenger seats way-direction 4 passenger seats way-direction

Passenger seat fore/aft Manual fore/aft

* **Passenger headrest type** **Fixed passenger seat headrest**

Armrests front driver Driver seat armrest

Armrests front passenger Front passenger seat armrest

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Carpet front seatback upholstery

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Radio Features

Aux input jack Auxiliary input jack

External memory External memory control

Seek scan Seek scan

Speakers

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Selected Equip & Specs (cont'd)

Speakers Standard grade speakers

Speakers number 2

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Instrumentation display Analog instrumentation display

Instrumentation Displays

Driver information center Driver information center

Clock In-radio display clock

Instrumentation Gauges

Tachometer Tachometer
Oil temperature gauge Oil temperature gauge

Oil pressure gauge Oil pressure gauge
Transmission temperature gauge Transmission fluid temperature gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Engine hour meter Engine hour meter

Instrumentation Warnings

Oil pressure warning Oil pressure warning
Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder
Door ajar warning Door ajar warning
Transmission fluid temperature warning Transmission fluid temp warning

Low fuel warning Low fuel warning
Battery charge warning Battery charge warning
Key in vehicle warning Key in vehicle warning
Service interval warning Service interval indicator

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights
Auto headlights Auto on/off headlight control
Delay off headlights Delay-off headlights

Headlight type Aero-composite headlights
Multiple headlights Multiple enclosed headlights
DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Speed sensitive wipers Speed sensitive wipers

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Selected Equip & Specs (cont'd)

Interior Lighting

* **Illuminated entry** **Illuminated entry**

Variable panel light Variable instrument panel light

Front reading lights Front reading lights

Lights

Running lights Daytime running lights

Interior courtesy lights Delay interior courtesy lights

Clearance lights Cab clearance lights

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity

USB Ports

USB ports 1 USB port

Safety and Security

Security System

* **Immobilizer** **Immobilizer**

* **Remote panic alarm** **Remote panic alarm**

Vehicle tracker Vehicle tracker

Parking Sensors

* **Back up alarm** **Back-up alarm**

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Warranty

Standard Warranty

Basic Warranty

Basic warranty 24 months/unlimited

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 36 months/unlimited

Roadside Assistance Warranty

Roadside warranty 24 months/unlimited

Frame Rail Warranty

Frame Rail Warranty 60 months/unlimited

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CITY COMMISSION REGULAR MTG

(9) (e)

Meeting Date: 02/07/2024

Resolution 24-20 Resolution to Approve a Utility Service Agreement with GCMUD 57 for the Beacon Point at Lago Mar Subdivision

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Resolution to Approve a Utility Service Agreement with GCMUD 57 for The Beacon Point at Lago Mar Subdivision.

BACKGROUND (Brief Summary)

The Developer and the District wish to contract with the City to obtain from the City water production and wastewater treatment services for the property.

RECOMMENDATION

Beacon Point at Lago Mar is in the Lago Mar Planned Unit Development (PUD) which was first given preliminary zoning approval by the City Commission on February 21, 2007. A revised Master Plan for the remaining portions of the Lago Mar residential development was approved by the City Commission at its regular meeting on August 19, 2020. The Beacon Point at Lago Mar Master Plan is the first plan presented for approval on the east side of the development. It is located east of the I-45 Gulf Freeway. Beacon Point at Lago Mar plans to develop 287.5 acres into 756 total lots with a mix of lot sizes from 40ft to 70ft in width.

The Planning Board approved the Master Plan for the Beacon Point at Lago Mar development at its regular meeting on December 5, 2022. The City Commission approved the Master Plan for Beacon Point at Lago Mar at its meeting on December 7, 2022. The development lies within the boundaries of the Galveston County Municipal Utility District No. 57, which exists but is not yet active. Beacon Point at Lago Mar will be the first development within MUD 57. The attached Utility Service Agreement is needed with the City of Texas City to provide water and sewer services to the area. GCMUD No. 57 will be used to issue bonds for the construction of water and sewer infrastructure in the Beacon Point at Lago Mar subdivision.

The Utility Service Agreement is based upon the forms of similar agreements in place for the other active MUDs serving Lago Mar. Staff recommend approval of the proposed utility service agreement with GCMUD No. 57.

Fiscal Impact

Attachments

Resolution

GCMUD 57 Utility Service Agmt

RESOLUTION NO. 2024-020

A RESOLUTION TO APPROVE A UTILITY SERVICE AGREEMENT WITH GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT (GCMUD) 57 FOR THE BEACON POINT AT LAGO MAR SUBDIVISION.; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Developer and the District wish to contract with the City to obtain from the City water production and wastewater treatment services for the property; and

WHEREAS, Beacon Point at Lago Mar is in the Lago Mar Planned Unit Development (PUD) which was first given preliminary zoning approval by the City Commission on February 21, 2007. A revised Master Plan for the remaining portions of the Lago Mar residential development was approved by the City Commission at its regular meeting on August 19, 2020. The Beacon Point at Lago Mar Master Plan is the first plan presented for approval on the east side of the development. It is located east of the I-45 Gulf Freeway. Beacon Point at Lago Mar plans to develop 287.5 acres into 756 total lots with a mix of lot sizes from 40ft to 70ft in width; and

WHEREAS, The Planning Board approved the Master Plan for the Beacon Point at Lago Mar development at its regular meeting on December 5, 2022. The City Commission approved the Master Plan for Beacon Point at Lago Mar at its December 7, 2022, meeting. The development lies within the boundaries of the Galveston County Municipal Utility District No. 57, which exists but is not yet active. Beacon Point at Lago Mar will be the first development within MUD 57. The Utility Service Agreement is needed with the City of Texas City to provide water and sewer services to the area. GCMUD No. 57 will be used to issue bonds for the construction of water and sewer infrastructure in the Beacon Point at Lago Mar subdivision. The Utility Service Agreement is based upon the forms of similar agreements in place for the other active MUD's serving Lago Mar. Staff recommend approval of the proposed utility service agreement with GCMUD No. 57.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, approves the Utility Service Agreement with GCMUD 57 for The Beacon Point at Lago Mar Subdivision as shown in **Exhibit "A,"** attached hereto and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 7th day of February 2024.

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

ATTEST:

Rhomari D. Leigh
City Secretary

APPROVED AS TO FORM:

Kyle L. Dickson
City Attorney

UTILITY SERVICES AGREEMENT

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is entered into as of _____, 20__, between **THE CITY OF TEXAS CITY, TEXAS**, a home rule municipality located in Galveston County, Texas (the "City"), **TEXAS CITY 490, LTD.**, a Texas corporation (the "Developer"), and **GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 57**, a conservation and reclamation district and a political subdivision of the State of Texas (the "District").

Recitals

The City is a municipal corporation that provides a full range of governmental services to its citizens. The City owns and operates water production and distribution and wastewater collection and treatment facilities, and provides other municipal services.

The District is a municipal utility district created by an Order of the TCEQ on February 21, 2007, located within the City and comprising 489.39 acres, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Property").

The Developer and the District wish to contract with the City to obtain from the City water production and wastewater treatment services for the Property.

The District intends to construct and finance a regional water supply and distribution system, wastewater collection and treatment system improvements to serve the Property and other areas adjacent or near the Property (the "Service Area"). Such improvements shall be financed in accordance with the terms and conditions of cost-sharing agreements entered into between the District, the City, the Developer, and any additional affected conservation and reclamation districts (each, a "Regional District"), as set forth in this Agreement.

The Developer wishes to contract with the District for the District to provide for the construction and financing of (i) water distribution, wastewater collection, and storm sewer drainage facilities to serve the Property, which may be transferred to the City for ownership, operation, and maintenance after completion and acceptance by the City, and (ii) lakes, ponds, and other detention facilities and open ditches, open drainage channels, and other open stormwater drainage improvements to serve the Property, to be owned, operated and maintained by someone other than the City, all subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City, the Developer, and the District agree as follows:

**ARTICLE 1.
DEFINITIONS**

Unless the context indicates otherwise, capitalized terms used in this Agreement shall have the following meanings:

City means the City of Texas City, Texas.

City Water System means all the water production pumps, lines, meters, components, facilities, and equipment owned and used by the City to pump, treat, monitor, convey, supply, and distribute water to the public.

City Wastewater System means all the wastewater treatment facilities, lines, components and equipment owned and used by the City to collect, convey, treat, monitor, regulate, and dispose of wastewater.

CIP Improvements means the improvements to the City Water System and City Wastewater System that are necessary to serve the needs of the Service Area, and that have been included in the City's Capital Improvement Plan.

District means Galveston County Municipal Utility District No. 57, and all land to be included in the District at creation and thereafter.

District System means the District Water System, the District Wastewater System, and any drainage facilities necessary to serve the Property.

District Water System means the on-site water supply and distribution system that will be constructed by the Developer or the District for the distribution of potable water to serve the Property, ending at the Point of Water Connection.

District Wastewater System means the wastewater system that will be constructed by the Developer or the District to serve the Property for the collection of wastewater received from customers on the Property, ending at the Point of Wastewater Connection, and will include any sewer force main, booster pumps and lift stations that will be required to transport wastewater to the Point of Wastewater Connection.

Point of Water Connection means that point where the District Water System connects to the City Water System at a location determined by the City Engineer or his designee.

Point of Wastewater Connection means that point where the District Wastewater System connects to the City Wastewater System at a location determined by the City Engineer or his designee.

Regional CIP Facilities means the regional water and wastewater facilities to serve the Service Area that are included in the City of Texas City CIP Plan.

Submerged Storm Sewer means the portion of a storm sewer system where the flow line of the storm sewer pipe lies below the designed permanent water surface elevation.

TCEQ means the Texas Commission on Environmental Quality and any successor agencies exercising any of its duties and functions related to municipal utility districts.

Wastewater means the water-carried wastes, exclusive of ground, surface, and storm waters, normally discharged from the sanitary conveniences of dwellings, including apartments, houses, hotels, office buildings and institutions, of a domestic, not industrial, nature, meeting the requirements of the City set forth in the City's Code of Ordinances, as may be amended or superseded by the City from time to time.

Wastewater Services means the services provided by the City in receiving, treating, testing, and disposing of Wastewater from the District Wastewater System to the City Wastewater System in accordance with this Agreement.

Water means potable water that meets federal and state standards for consumption by humans.

Water Services means the services provided by the City in producing and distributing Water from the City Water System to the District Water System in accordance with this Agreement.

ARTICLE 2. DISTRICT SYSTEM AND DETENTION

2.1 Construction of District System, Open Drainage, and Detention.

2.1.1 The Developer or the District will finance, design, and construct the District System as required to serve the Property pursuant to plans and specifications approved by the City in accordance with the Consent Conditions and applicable laws and ordinances. The District Water System shall include all facilities necessary to convey water from the Point of Water Connection to the customers located on the Property. The District Wastewater System will include all facilities necessary to transport Wastewater from the customers located on the Property to the Point of Wastewater Connection. If the District System is constructed by the District rather than the Developer, the Developer will advance to the District all funds necessary to finance the District System. In financing the District System, the District shall comply with all TCEQ rules, regulations,

and requirements, particularly the “economic feasibility” rules. As the Project is developed, the Developer shall finance, and the City or the District, as applicable, shall construct the CIP Improvements to the extent that the City does not have adequate funds on hand to construct such improvements in accordance with the terms and conditions of the Development Agreement entered into between the City and the Developer.

Neither the Developer nor the District will construct any irrigation wells without the consent of the City. Any irrigation wells constructed, controlled or regulated by the Developer or the District will be constructed to prevent any cross-contamination with the District Water System or the City Water System, and all plans therefor shall be submitted to the City for review and approval, and as-built drawings shall be provided to the City upon completion.

The plans and specifications for the District System, as well as any extensions, additions, or modifications thereto, shall be submitted to the City for review and approval prior to the installation or construction of same by the Developer or the District. Subject to the provisions of Article IV, the District System, or modifications thereto, shall be designed and constructed in accordance with City standards and specifications, the requirements of Galveston County, the TCEQ, and any other governmental agency having or acquiring jurisdiction over such systems. All easements in which any part of the District System are to be constructed or installed shall be dedicated to the public for installation of public utilities.

The Developer and the District agree that all construction contracts for the District System that will be ultimately conveyed to the City shall require standard payment and performance bonds for public projects and a one-year warranty/maintenance bond to the Developer or the District, assignable to the City, in compliance with the bonding requirements of the City then applicable to the construction of public facilities. The Developer shall assign its rights under such bonds and warranties to the City upon conveyance of the District System, or any components thereof, to the City.

- 2.1.2** Upon completion of facilities comprising a component of the District System in accordance with all permits and approvals and upon acceptance thereof by the City, the Developer or the District, as applicable, or both, will convey such facilities to the City, free and clear of all liens and encumbrances (but subject to the Developer’s rights of reimbursement from the District for funds advanced by the Developer to the District, if any, with respect thereto) for ownership, operation and maintenance by

the City. The Property shall have reserved to it all capacity funded by the Developer or the District in any conveyed facilities; provided that any excess capacity not required to serve the Property following full build-out within the Property shall be available to the City to serve other areas. The conveyance instrument shall be in the form attached hereto as **Exhibit "B."** The City shall incorporate conveyed facilities into the City System and shall serve the Property with water production and wastewater treatment capacity as reasonably required in conjunction with the development of the Property. The City shall bill and collect for services from its customers, including customers located on the Property. All revenues from conveyed facilities shall be the property of the City.

2.1.3 The Developer or the District will finance and construct all lakes, ponds, and other detention facilities and open ditches, open drainage channels, and other open stormwater drainage improvements and the City will have no responsibilities with respect thereto. The detention facilities, if any, will be constructed in accordance with the requirements of the City, Galveston County, and any applicable drainage district, and will be maintained by the District or by the property owners' association or associations serving the Property, as appropriate.

2.2 Standard of Service. After conveyance of any component of the District System, services that are provided by the City to the Property under this Agreement shall be substantially equivalent in quality to the water and wastewater services the City provides to other City customers not located on the Property. Charges, fees and rates of City customers on the Property shall be the same as similarly situated customers within the City as a whole. Property residents will be required to request service, taps and other service requirements from the City.

2.3 Inspection by the City. Consistent with the Consent Conditions, the City shall have access at all reasonable times to inspect the construction of the District System as the City deems necessary or desirable to verify compliance with this Agreement. The District and/or Developer shall pay the City for the City's costs associated with such inspections.

2.4 No Tax Rebate. The City does not have any ad valorem tax that overlaps the services to be financed by the Developer with its own funds or the District with its ad valorem taxes; therefore, the City will not rebate any of its ad valorem taxes to the Developer or the District.

2.5 Projection of New Improvements. To enable the City to effectively manage its water and wastewater system capacities, the Developer or the District shall provide to the City by September 30 of each year during the term of this Agreement, a written projection of the new improvements within the District expected to be

connected to the City Water System and the City Wastewater System within the coming year and such other related information as the City may reasonably require.

2.6 Letter of Capacity Assurance. The City agrees that the City Engineer shall, upon reasonable request from the owner of platted property within the District, confirm water and wastewater utility availability for such platted property. If, at any time during the term of this agreement, the City is unable to provide water or wastewater treatment capacity to serve the needs of the District after a written request therefor from the District, the Developer or the District may finance the next phase of improvements to the City's water or wastewater treatment facilities which shall serve, at a minimum, the remaining needs of the District. The parties acknowledge that the City's inability to provide water or wastewater treatment facility capacity may negatively impact and hinder construction in the District, therefore, the City will give written notice to the District at such time as 90 percent of the capacity in its water or wastewater treatment facilities is actually being used. Any construction at the City's water supply or wastewater treatment facilities sites will be designed and managed by the City Engineer, who may impose reasonable requirements and conditions for the construction.

Subject to the provisions of Article III, the Developer, the District, or their designee shall be entitled to a credit against City water or wastewater impact fees, as appropriate, to the extent of any funds advanced by the Developer or the District for improvements to the City's water and wastewater treatment capacity. To the extent allowed by law and the City's impact fee ordinance, City water or wastewater impact fees, as appropriate, generated from development in the City outside of the Property served by the improvements to the City's water or wastewater treatment capacity financed by the Developer or the District shall be used to reimburse the Developer or the District for funds advanced for improvements to the City's water and wastewater treatment capacity, to the extent that the Developer or the District advanced funds in excess of the total amount of City water or wastewater impact fees owed for the Property. The Property shall have reserved to it all capacity funded by the Developer or the District in any facilities constructed under this section; provided that any excess capacity not required to serve the Property following full build-out within the Property shall be available to the City to serve other areas.

The City shall not allow connection to any improvement to the Facilities for which the appropriate Capital Recovery Fee has not been paid. The City may amend the Capital Recovery Fee from time to time in accordance with the requirements of state law; provided, however, the Capital Recovery Fee shall be the same as the capital recovery fee required outside the District and within the City Limits.

**ARTICLE 3.
REGIONAL FACILITIES**

3.1 Regional CIP Facilities. All construction of Regional CIP Facilities will be completed pursuant to plans and specifications consistent with the City's CIP Plan and approved by the City. Each affected Regional District in the Service Area will contract with the District, the City, and the Developer to assist in the financing of the Regional Facilities required to serve development within the Service Area (each such agreement being referred to herein as a "Cost Sharing Agreement"). Each Cost Sharing Agreement shall specifically provide for (i) which entity or entities shall be responsible for the management of the design and construction of the Regional CIP Facilities, (ii) capacity and cost allocation for such Regional CIP Facilities, (iii) timing of payments for reimbursable costs related to the construction of such Regional CIP Facilities, (iv) use of impact fees and/or TIRZ funds, if applicable, and (v) provisions for cost-sharing among entities that subsequently receive capacity from such Regional CIP Facilities.

3.2 Conveyance of Regional CIP Facilities to the City. If the District designs and constructs a Regional CIP Facility, upon the completion of such Regional CIP Facility in accordance with all permits and approvals and upon acceptance thereof by the City, the District will convey such facilities to the City, free and clear of all liens and encumbrances (but subject to the Developer's rights of reimbursement from the District for funds advanced by the Developer to the District, if any, with respect thereto) for ownership, operation and maintenance by the City. The District shall have reserved to it all capacity funded by the District or the Developer in any conveyed Regional CIP Facility; provided that any excess capacity not required for the Service Area following full buildout within the Service Area shall be available to the City to serve other areas. The conveyance instrument shall be in the form attached hereto as **Exhibit "B."** The City shall incorporate conveyed Regional CIP Facilities into the City System and shall serve the Service Area with water production and wastewater treatment capacity as reasonably required in conjunction with the development of the Service Area.

**ARTICLE 4.
SPECIAL PROVISIONS**

4.1 Special Provisions Relating to Water. The following special provisions relate to the construction and operations of the Regional District System with respect to water facilities, and the District Water Systems:

4.1.1 The design will be based on the specifications and details provided by the City of Texas City Ordinances, Chapter 159 for Subdivisions and details located on the City of Texas City website as of the date the preliminary plat is submitted for review with the exception of major design considerations as noted below. The TCEQ and the City of Houston criteria dated September 2018, or as may be subsequently amended, and Harris County criteria published January 1st,

2019, or as may be subsequently amended, will be applied for items not addressed by the Texas City criteria or noted below. In the event of a conflict between TCEQ, Harris County, and City of Houston design criteria, the stricter shall apply.

4.1.2 Each fire hydrant shall have a minimum capacity of 750 gallons per minute with a residual of 40 PSI based on a supply pressure from the City of 55 PSI at the point of connection to the District.

4.1.3 A flow of 428 gallons per day per equivalent single-family connection shall be used for design.

4.1.4 Water lines shall be constructed with C-900 pipe for pipe with 12-inch and smaller diameter and C-905 pipe for pipe with 16-inch and greater diameter.

4.1.5 All water piping in wet sand conditions shall be constructed using City and AWWA Standards.

4.1.6 Any interconnect or temporary water facilities connecting the Service Area to any other water supply system must be approved by the City. Any application to the TCEQ for a waiver of elevated storage requirements must be approved by the City prior to submittal.

4.1.7 The use of raw surface water from GCWA if approved by GCWA may be used for make-up water for amenity lakes and landscaping irrigation.

4.1.8 Easement widths shall be based on City of Houston requirements where the City of Texas City criteria is not applicable.

4.1.9 The use of dead-end water lines should be allowed in cul-de-sacs as follows: If less than 15 connections, with a minimum 6-inch diameter water line that dead ends at a fire hydrant. If 16 to 30 connections, with a minimum 8-inch diameter water line that dead ends at a fire hydrant. If over 30 connections, looping will be required. All permanent dead ends shall terminate with an automatic flushing device satisfactory to the City.

4.1.10 The maximum valve spacing should be 1,000 feet for 6-inch to 12-inch pipe and 2,000 feet for 16-inch to 20-inch pipe.

4.1.11 The use of three valves at "T" intersections and four valves at cross intersections is generally required.

4.2 Special Provisions Relating to Wastewater. The following special provisions relate to the construction and operations of the Regional District System with respect to wastewater facilities, and the District Wastewater Systems:

4.2.1 The design will be based on the specifications and details provided by the City of Texas City Ordinances, Chapter 159 for Subdivisions and details located on the City of Texas City website as of the date the preliminary plat is submitted for review with the exception of major design considerations as noted below. The City of Houston criteria dated September 2018, or as may be subsequently amended, and Harris County criteria published January 1st, 2019, or as may be subsequently amended, will be applied for items not addressed by the Texas City criteria or noted below. In the event of a conflict between Harris County, and City of Houston design criteria, the stricter shall apply.

4.2.2 Lines depth shall not exceed 18 feet. However, requests to allow depths over 18 feet will be considered on an individual basis based on soil conditions and other factors that may affect overall line depth.

4.2.3 Manholes should be spaced at a maximum of 500-feet for 8-inch to 12-inch pipe and a maximum of 800-feet for 18-inch to 48-inch pipe based on City of Houston criteria.

4.2.4 A flow of 315 gallons per day per equivalent single-family connection shall be used for design.

4.2.5 The use of SDR 26 pipe for 15-inch and smaller sanitary sewer and HOBAS for 18-inch and larger sanitary sewer should be allowed.

4.2.6 All wastewater piping in wet sand conditions shall be constructed using special bedding, when applicable.

4.2.7 The minimum easement widths shall be based on City of Houston requirements where the City of Texas City criteria is not applicable.

4.3 Special Provisions Relating to Drainage. The following special provisions relate to the construction and operations of the Regional District System with respect to drainage facilities, and the District Systems for drainage:

4.3.1 The design will be based on the specifications and details provided by the City of Texas City Ordinances, Chapter 159 for Subdivisions and details located on the City of Texas City website as of the date the preliminary plat is submitted for review with the exception of major design considerations as noted below. The City of Houston criteria dated September 2018, or as may be subsequently amended, and Harris County criteria published January 1st, 2019, or as may be subsequently amended, will be applied for items not addressed by

the Texas City criteria or noted below. In the event of a conflict between Harris County and City of Houston design criteria, the stricter shall apply.

4.3.2 Drainage hydraulic calculations should be designed to the criteria addressed by Galveston County Drainage District No. One or Galveston County Drainage District No. Two (as applicable).

4.3.3 Twenty-five percent of the Service Area may contain Submerged Storm Sewers. Storm sewer siphons are not allowed. All Submerged Storm Sewers must be constructed with HOBAS pipes or the equivalent and provided with plugging systems to allow isolation of Submerged Storm Sewers for repair or inspection.

4.3.4 All drainage lines in wet sand conditions shall be constructed using special bedding, when applicable.

4.3.5 Easement widths shall be based upon requirements of the City of Texas City.

4.3.6 Side slopes of drainage channels shall be as specified by a qualified geotechnical engineer and follow criteria of the applicable drainage district.

ARTICLE 5. DISTRICT INDEBTEDNESS

5.1 Generally. Bonds will be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing under contract with the City, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, fire-fighting facilities, parks and recreational facilities, and street, road and bridge facilities or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District.

5.2 Bond and Other Financial Information Provided to City. The District shall provide the City with copies of all submittals to the TCEQ related to the approval of bonds issued by the District at the same time such information is submitted to the TCEQ. The District shall also provide the City with copies of the Preliminary Official Statement and Official Statement related to any bonds issued by the District at such time as such statements are approved by the District. The District will provide the City with a copy of the District's annual audit report at such time as the audit is approved by the District.

5.3 Refunding Bond Requirements. Any refunding bonds of the District must provide for a minimum of three percent (3%) present value savings and no maturity of the refunding bonds may extend beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

**ARTICLE 6.
MISCELLANEOUS**

6.1 Compliance with Laws and Regulations. The Developer and the District will promptly, at their sole cost, take whatever action is necessary relating to the construction of the District System in compliance with any federal or state law or regulation and the City discharge permits.

6.2 Records and Reports. The Developer and the District will promptly provide to the City upon request, and without charge, copies of any records or documents relating to the District System.

6.3 Term. This Agreement shall be effective as of the date of its approval by the City Commission (the "Effective Date") and shall remain in effect for an initial term of 50 years from the Effective Date and shall automatically renew for consecutive one-year terms thereafter unless otherwise terminated as provided for herein.

6.4 Termination for Default. Any party to this Agreement who believes that the other party to this Agreement has defaulted in the performance of any condition, term, or obligation owed to that party under the Agreement shall give written notice of the default to the defaulting party, specifying in detail the provision or provisions of the Agreement that have been breached and specifying what action must be taken to cure or correct the default. Should the party receiving the notice fail to correct the default within 60 days following receipt of the written notice, if such corrective action is within the power of the defaulting party, the party giving the notice of default may terminate this Agreement by giving a written termination notice to the defaulting party specifying the termination date.

6.5 Remedies Cumulative. The parties expressly agree that the remedy of specific performance of this Agreement is an appropriate and necessary remedy and agree that either party may employ the remedy of specific performance in the event of a breach of this Agreement. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all remedies, including specific performance and mandamus, may be availed of by any party and shall be cumulative of any other remedy herein specified.

6.6 Successors. Subject to Section 4.13 hereof, this Agreement shall be binding upon the successors or assigns of the parties hereto.

6.7 Force Majeure. If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder or in an inability of the City to provide Water or receive Wastewater, and any other incapacities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgment of the party experiencing such difficulty.

6.8 Applicable Law. This Agreement shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Agreement except in a court of competent jurisdiction located in Galveston County.

6.9 No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

6.10 Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other (except bills), must be in writing and may be given or be serviced by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by

delivering the same to such party, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three days after it is so deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Texas City, Texas
P.O. Box 2608
Texas City, Texas 77592
Attn: Mayor

If to the District, to:

Galveston County Municipal Utility District No. 57
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Greer Pagan

If to Developer, to:

TEXAS CITY 490, LTD.
c/o Prime Capital
Attn: Mr. Jerry Turboff
5851 San Felipe, Suite 800
Houston, TX 77057

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by written notice to the other parties at least 15 days prior to the effective date thereof.

6.11 Merger and Modification; Prevailing Terms. This Agreement, including the exhibits, along with the Consent Conditions embody the entire agreement between the parties relative to the subject matter hereof. This Agreement shall be subject to change or modification only with the written mutual consent of the parties. To the extent of any conflict between the Consent Conditions and the terms of this Agreement, the terms of this Agreement shall prevail.

6.12 Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

6.13 Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors. The City may give its written consent

to a full or partial assignment of the Developer's duties and obligations hereunder to another entity that purchases all or any portion of the Property.

6.14 Benefits of Agreement. This Agreement is for the benefit of the City, the District and the Developer and their successors and assigns and shall not be construed to confer any benefit on any other person or entity except as expressly provided for herein.

6.15 Consents and Approvals. Whenever this Agreement provides for the approval or consent of one of the parties, such consent or approval shall not be unreasonably withheld or delayed.

6.16 City Codes and Permitting Requirements. The Developer shall cause builders constructing improvements on the Property to comply with City codes and permitting requirements.

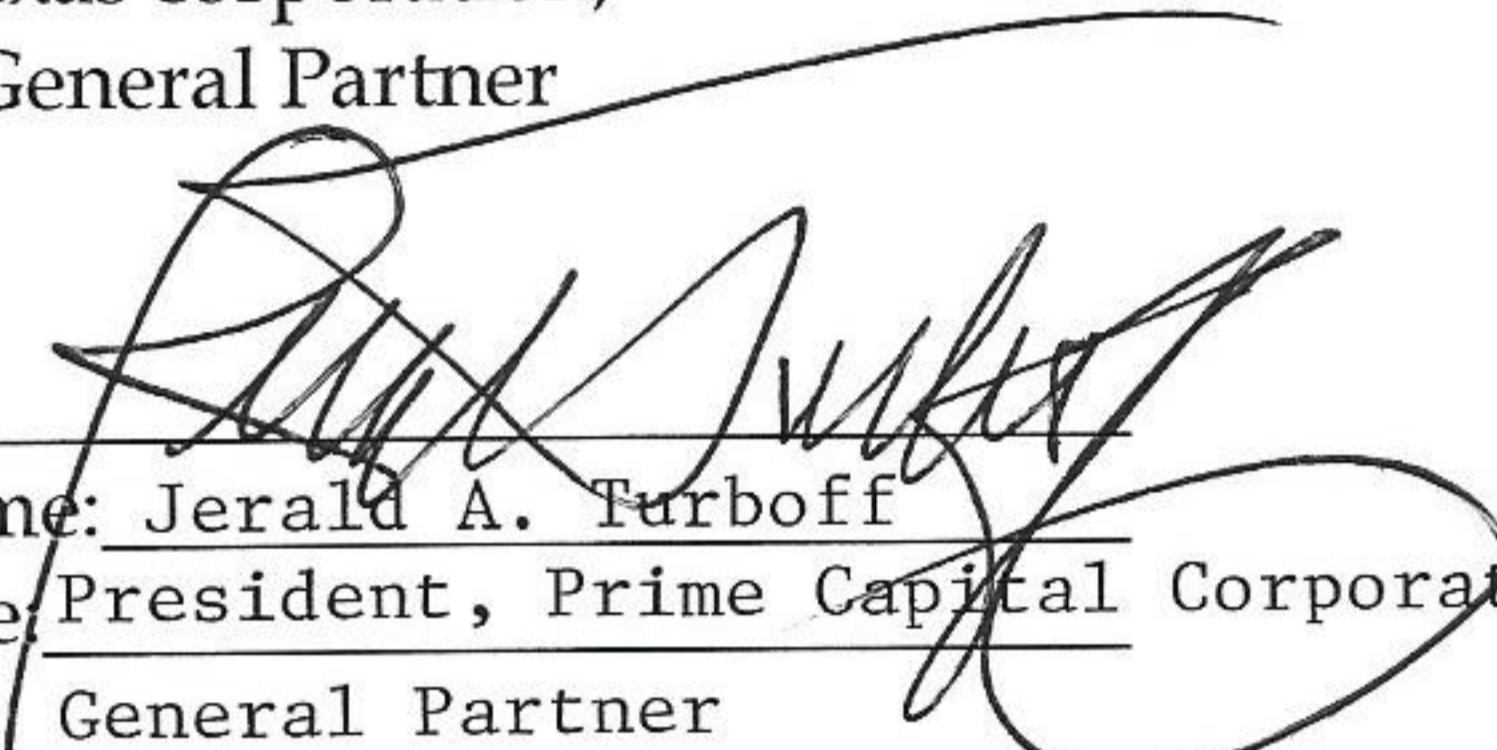
6.17 District Exercise of Eminent Domain Powers. The District shall not exercise its eminent domain powers without first obtaining the City's written consent to such exercise.

[EXECUTION PAGES FOLLOW]

AGREED AND ACCEPTED as of the date first above written.

TEXAS CITY 490, LTD.,
a Texas limited partnership

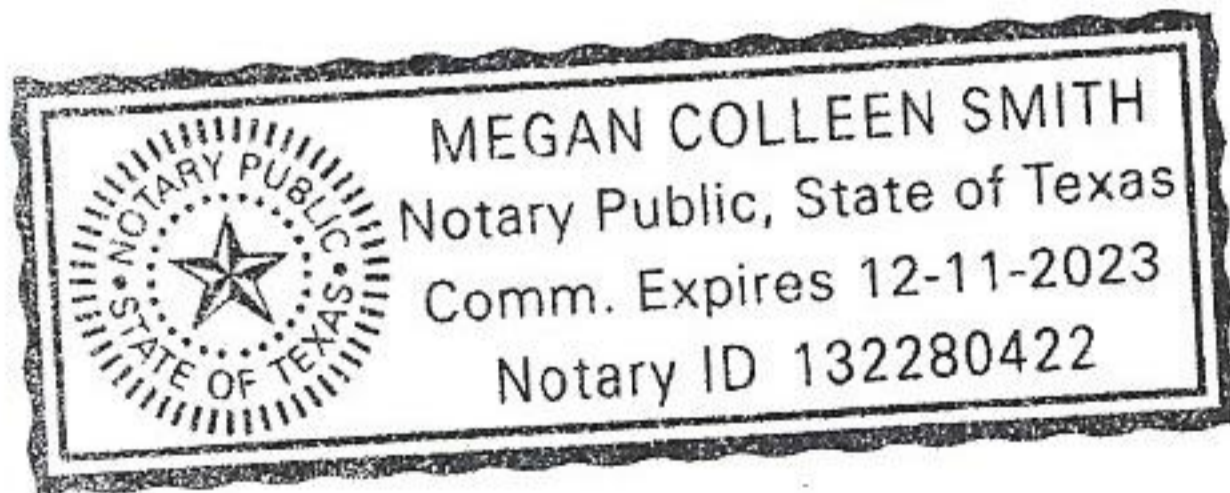
By: Prime Capital Corporation,
a Texas corporation,
its General Partner


By: 
Name: Jerald A. Turboff
Title: President, Prime Capital Corporation
General Partner

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was ACKNOWLEDGED before me this 17 day of
May, 2023, by Jerald A. Turboff Prime
Capital Corporation, a Texas corporation, the General Partner of TEXAS CITY 490,
LTD., a Texas corporation, on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of
May, 2023.




Notary Public in and for the State of Texas

(SEAL)

GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 57

By: 
President, Board of Directors

ATTEST:


By: _____
Asst. Secretary, Board of Directors



CITY OF TEXAS CITY, TEXAS

Dedrick D. Johnson, Mayor

ATTEST:

City Secretary

(SEAL)

APPROVED AS TO FORM:

City Attorney

Exhibit "A"

Metes and Bounds Description of the District

EXHIBIT A

GALVESTON COUNTY MUD NUMBER 57
489.39 ACRES

MARCH 29, 2006
JOB NO. LTC02-T1

DESCRIPTION OF 489.39 ACRES OF LAND
SITUATED IN THE
ALEXANDER FARMER LEAGUE, ABSTRACT NUMBER 11
CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS

BEING 489.39 acres of land situated in the Alexander Farmer League, Abstract No. 11, City of Texas City, Galveston County, Texas, being all of a called 489.39 acre tract of land recorded under Galveston County Clerk's File Number 2006002513, being out of and a part of Oleander Country Club Addition as recorded in Volume 254, Page 1 of the Galveston County Deed Records and being more particularly described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, South Central Zone, NAD 1983 :

BEGINNING at a 5/8-inch iron rod with cap stamped "Hovis Surveying" found for the most westerly corner of a called 5.000 acre tract recorded under Galveston County Clerk's File Number 2000041886 in the northeasterly right-of-way line of Interstate 45 (380 feet wide) being the most southerly corner of said called 489.39 acre tract;

THENCE along the common lines of said Interstate Highway 45 (380 feet wide) and said called 489.39 acre tract, as follows:

N 42°40' 24" W, a distance of 2,418.69 feet to a 5/8-inch iron rod with cap stamped "Hovis Surveying" found, from which a found Broken TXDOT Monument bears N 52° 31' W, 1.19 feet and from which a found 5/8-inch iron rod bears S 75° 18' W, 1.20 feet;

S 47° 19' 36" W, a distance of 40.00 feet to a 5/8-inch iron rod with cap stamped "Hovis Surveying" found from which a found Broken TXDOT Monument bears N 72° 38' W, 0.53 feet and from which a found 5/8-inch iron rod bears S 55° 26' W, 1.08 feet;

N 42° 40' 24" W, a distance of 70.00 feet to a 5/8-inch iron rod with cap stamped "Hovis Surveying" found and a found Broken TXDOT Monument from which a found 5/8-inch iron rod bears S 57° 55' W, 1.20 feet;

N 47° 19' 36" E, a distance of 40.00 feet to a 5/8-inch iron rod with cap stamped "Hovis Surveying" found from which a Broken TXDOT Monument found bears S 42° 22' W, 0.54 feet and from which a found 5/8-inch iron rod bears S 44° 44' W, 1.14 feet;

N 42° 40' 24" W, a distance of 4006.39 feet to a 5/8-inch iron rod with cap stamped "Hovis Surveying" found from which a found 5/8-inch iron rod bears S 42° 22' W, 0.73 feet, also a found 5/8-inch iron rod bears S 15° 15' W, 3.24 feet and a found 5/8-inch iron rod bears N 67° 40' W, 5.92 feet;

In a northwesterly direction, 521.76 feet, with the arc of a curve to the right, having a radius of 532.97 feet, a central angle of 56° 05' 27" and chord which bears N 17° 33' 39" W, 501.18 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found at the end of curve from which a found Broken TXDOT Monument bears S 65° 41' 48" E, 14.68 feet;

N 10° 23' 03" E, a distance of 415.03 feet to a found disturbed TXDOT monument;

N 04° 21' 11" W, a distance of 50.11 feet to a 5/8-inch iron rod with cap stamped "Hovis Surveying" found and a 5/8-inch iron rod found for a southerly corner of a called 806.49 acre tract of land recorded under Galveston County Clerk's File Number 2006002506 and for a northwesterly corner of said called 489.39 acre tract and the herein described tract;

THENCE along the common lines of said called 489.39 acre tract and said called 806.49 acre tract and over and across Lots 19, 20 and 21 of said Orchard Country Club Addition, as follows:

N 87°09'00" E, a distance of 601.90 feet to a 5/8-inch iron rod with Brown & Gay cap found at the point of curvature of a curve to the left;

In a easterly direction, 360.69 feet, with the arc of a curve to the left, having a radius of 1500.00 feet, a central angle of 13° 46' 38" and chord which bears N 80° 15' 41" E, 359.82 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found at the point of tangency;

N 73°22'22" E, a distance of 694.66 feet to a 5/8-inch iron rod with Brown & Gay cap found at the point of curvature of a curve to the left;

In a northeasterly direction, 645.50 feet, with the arc of a curve to the left, having a radius of 1500.00 feet, a central angle of 24° 39' 23" and chord which bears N 61° 02' 40" E, 640.53 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found at the point of tangency;

N 48° 42' 59" E, a distance of 112.17 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found at the point of curvature of a curve to the right;

In a easterly direction, 1733.72 feet, with the arc of a curve to the right, having a radius of 1350.00 feet, a central angle of 73° 34' 53" and chord which bears N 85° 30' 25" E, 1617.01 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found at the point of tangency;

S 57° 42' 08" E, a distance of 112.17 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found at the point of curvature of a curve to the left;

In a southeasterly direction, 921.06 feet, with the arc of a curve to the left, having a radius of 1500.00 feet, a central angle of 35° 10' 55" and chord which bears S 75° 17' 35" E, 906.66 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found at the point of tangency;

N 87° 06' 57" E, a distance of 200.00 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for the southeast corner of said called 806.49 acre tract and the northeast corner of said 489.39 acre tract, also being on a west line of a called 161.634 acre tract of land recorded under Galveston County Clerk's File Number 9633808;

THENCE S 02° 53' 03" E, a distance of 5,670.74 feet with the westerly line of a said called 161.634 acre tract, the westerly line of a called 49.1586 acre tract of land recorded under Galveston County Clerk's File Number 9633808, the westerly line of a called 100.0006 acre tract of land recorded under Galveston County Clerk's File Number 9627929 and with the westerly line of a called 215.23 acre tract of land recorded under Galveston County Clerk's File Number 9903823 to a 5/8-inch iron rod with cap stamped "Hovis Surveying" found for the most northerly corner of said called 5.000 acre tract and being the easterly southeast corner of the herein described tract;

THENCE S 56° 18' 54" W, a distance of 1024.36 feet with the northwesterly line of said called 5.000 acre tract to the POINT OF BEGINNING and containing 489.39 acres of land.

This document was prepared under 22 Texas Annotated Code #663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which is was prepared.

The Boundary Map of the tracts shown hereon are being issued under separate cover of even date.



Glenn Fisher
Glenn Fisher, TxRPLS 4146
Brown & Gay Engineers, Inc.
11490 Westheimer Road, Suite 700
Houston, Texas 77077
Telephone: (281) 558-8700

bonds issued subsequent to the date of this conveyance) have been fully paid and discharged. At that time, the District will execute a release of the security interest in a form acceptable to the City Legal Department.

IN WITNESS WHEREOF, this conveyance is executed on _____,
20__.

[Developer]

By: _____

Name: _____

Title: _____

[GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 57]

By: _____

Name: _____

Title: _____

In accordance with the Agreement, the City hereby accepts this Utility Conveyance and Security Agreement on _____.

CITY OF TEXAS CITY, TEXAS

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on _____, 20__, by _____ as _____ of [Developer Name] [Galveston County Municipal Utility District No. 57, a political subdivision of the State of Texas], on behalf of said [limited partnership] [political subdivision].

Notary, State of Texas

(NOTARY SEAL)

Exhibit "C"

City of Texas City CIP Plan



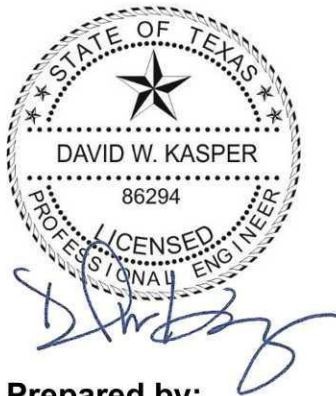
City of Texas City

UPDATE FOR:
**LAND USE ASSUMPTIONS AND
CAPITAL IMPROVEMENTS PLAN**

For

DEVELOPMENT IMPACT FEE ASSESSMENTS

August 8, 2022



Prepared by:



7322 Southwest Freeway, Suite 1040
Houston, TX 77074
Phone: 713-400-2755 | Fax: 713-400-2754
TX PE FIRM NO. 13872

1 EXECUTIVE SUMMARY

ARKK Engineers LLC has been contracted by the City of Texas City to prepare an update to the City's Capital Recovery Fee study, which was most recently updated in 2017. The study was conducted in compliance with the State of Texas Local Government Code, Title 12, Planning and Development, Subtitle C, Chapter 395, "Financing Capital Improvements in Municipalities, Counties, and Certain Other Local Governments", herein referred to as "Chapter 395". Under Chapter 395 requirements, the City is required to adopt an ordinance, order, or resolution approving land use assumptions and capital improvements plan ("CIP") prior to considering adoption of a Capital Recovery Fee, also referred to herein as an "impact fee."

The objectives of this study are to:

- a) Estimate the probable growth of the City; both in terms of population increases and geographical location.
- b) Estimate the capital improvement costs that will be needed to provide water and wastewater utility service to this growth through the 10-year development horizon;
- c) Calculate the maximum allowable impact fees that may be assessed to new development to defray the cost of the required water and wastewater improvements needed to support the development.

The updated study was developed as follows:

- Water and Wastewater Capital Improvements – Projected water and wastewater capital improvement plan components were updated. The cost estimates for each of the Capital Improvement Plan element were updated based on 2021-2022 construction and engineering costs (See Attachments).
- Calculation of Maximum Capital Recovery Fee - The maximum capital recovery fee was determined based on the updated study items such as land use, projected population, projected land use, the capital recovery plan, and the updated cost estimates. Maximum Capital Recovery Fees were calculated for both Zone 1 and Zone 2. The limits of each zone are shown on **Figure 1**. The Maximum Capital Recovery Fee is calculated on the basis of one (1) equivalent single family Unit ("ESFC" in this study), which is equal to one (1) equivalent service connection.

The maximum impact fee determination was made using the Chapter 395 prescription for use of funds collected. Existing qualifying capital improvements and future facilities that will be required by new development for the study period were identified and tabulated. The estimated construction costs for qualifying capital improvements include basic construction items plus appurtenances, as well as allowances for engineering design, construction management, borrowing costs, and contingencies.

TABLE 1 - PROPOSED CAPITAL RECOVERY FEES

ZONE #		2022 Update		Proposed Fee
		Current Fee	Max Fee	
1	Water	\$700	\$1,034	\$1,000
	Wastewater	\$860	\$1,437	\$1,435
		\$1,560	\$2,471	\$2,435
2	Water	\$2,500	\$2,858	\$2,800
	Wastewater	\$2,700	\$3,919	\$3,875
		\$5,200	\$6,777	\$6,675

MULTIPLYING FACTORS

- Single Family Dwelling = 1.0 ESFC (Single Family Equivalent Unit)
- Apartment Complex = 0.8 ESFC per living unit when units are billed by the City individually (no master meter). When a master meter is used, refer to table below.
- Mobile Home = 1.0 ESFC per unit or room

Commercial, Retail, Institutional, Light Industrial, Hotel, and all other non-residential development:

Water and Wastewater Fee:

<u>Meter Size:</u>	<u>Factor</u>	<u>Zone 1</u>	<u>Zone 2</u>
5/8" - 3/4"	1.00 ESFC's	\$2,435	\$6,675
1"	1.67 ESFC's	\$4,058	\$11,125
1.5"	3.33 ESFC's	\$8,117	\$22,250
2"	5.33 ESFC's	\$12,987	\$35,600
3"	10.67 ESFC's	\$25,973	\$71,200
4"	16.67 ESFC's	\$40,583	\$111,250
6"	33.33 ESFC's	\$81,167	\$222,500
8"	53.33 ESFC's	\$129,867	\$356,000
10"	76.67 ESFC's	\$186,683	\$511,750
12"	176.67 ESFC's	\$430,183	\$1,179,250

Note 1: When separate dedicated fire system meters and systems are installed, the fire system meters are not charged a separate capital recovery fee.

Note 2: When building fire flow systems are combined with other building water systems, the City Engineer shall determine the equivalency factor based on the meter size that would be required without the fire protection component of the flow.

2. SERVICE AREA

For the City of Texas City, the current corporate boundaries are used as the service area for derivation of maximum capital recovery fees.

3. LAND USE ASSUMPTIONS

Service sub-areas were developed by ARKK Engineers for each Zone. The projection of growth within each sub-service area was defined on the basis of equivalent single family dwelling unit water Connections ("ESFC "). An ESFC is defined as a single-family residential service connection with a 5/8-inch water meter; a single-family residence is assumed to have 3.0 people per unit, in accordance with historical U.S. Census data for the City of Texas City. Historical water usage in the city was utilized to determine the ESFC. Projected future development densities were estimated by ARKK Engineers, based on factors such as floodplain limits, costal flood zones, wetland zones, detention requirements, and other related factors.

Table 2 on the following page presents a tabulation of the existing developed properties within Zone 2.

TABLE 2 - TABULATION OF EXISTING WATER SERVICE CONNECTIONS IN IMPACT FEE ZONE 2

SINGLE FAMILY RESIDENTIAL

By Service Area:

Subdivision/Area Name	Connections	Lago Mar	Bucee's	Tanger	LS 29	Rainsong	Marlow	South Point	Del Papa	Far Northeast	48 Inch Gravity
Lago Mar As of Jan 2022	1803	1803									
Rainsong	244					244					
Park Place / I-45	265				265						
Lone Trail	205				205						
Paseo Lobo	27				27						
South Point	368							368			
Lakes of Marlow	174						174				
Pearlbrook	397										397
Twelve Oaks	119										119
Amburn Park	83										83
TOTAL SF RESIDENTIAL:	3,685	1,803	0	0	497	244	174	368	0	0	599

MULTI FAMILY RESIDENTIAL

By Service Area:

Name	Equiv Connections	Lago Mar	Bucee's	Tanger	LS 29	Rainsong	Marlow	South Point	Del Papa	Far Northeast	48 Inch Gravity
Boterra Apartments 348 units	166	166									
Hunterra Apartments 148 Units	70		70								
Catalon Apartments Phase 1 400 Units	190		190								
Catalon Apartments Phase 2 170 Units	81		81								
Smart Living Apartments 234 Units	114				114						
Windsor Apartments 400 Units	190				190						
Elmcroft Senior Living est 40 ESFU's	40										40
Gatsby Condos Est 70 Units	33										33
Retreat at Texas City 250 Units	119										119
TOTAL MULTIFAMILY:	1,003	166	341	0	304	0	0	0	0	0	192

COMMERCIAL TRACTS

By Service Area:

Name	Equiv. Connections	Lago Mar	Bucee's	Tanger	LS 29	Rainsong	Marlow	South Point	Del Papa	Far Northeast	48 Inch Gravity
Lago Mar Pool Facility	50	50									
Bucee's Gas Station	295		295								
Springfield Marriott Hotel 103 Rooms	78		78								
Bank	1		1								
Tanger Outlet Mall	140			140							
I-45 Auto Dealerships	20				20						
Woodspring Suites Hotel 124 Rooms	94				94						
Funeral Home	2				2						
Home2 Suites Hotel 90 Rooms	68				68						
La Quinta Inn Hotel 86 Rooms	65				65						
Holiday Inn Hotel 70 Rooms	53				53						
Quality Inn Hotel 63 Rooms	48				48						
Starbucks via Pvt Force Main EF Lowery	5				5						
Chinese Buffet Restaurant	10				10						
Comfort Inn Hotel Est. 63 Rooms	49				49						
Best Western Hotel 53 Rooms	36				36						
Misc. Small Commercial Buildings FM 2004	5				5						
Jack in the Box FM 2004	5				5						
Bank FM 2004	1				1						
Mall of the Mainland (see breakdown)	126				126						
Beyond Burger	10				10						
Olive Garden	10				10						
Gringos	10				10						
Gas Station Century at Lowery	1				1						
Farmers Copper	5				5						
GCAD Offices	20				20						
Strip Center EF Lowery / Century	17				17						
Popeyes Century / EF Lowery	5				5						
Chamber of Commerce Century / EF Lowery	1				1						
Discount Tire Century / FM 2004	1				1						
Office Depot Century / FM 2004	1				1						
Storage EF Lowery / 12 Oaks	1										1
Wellness Center EF Lowery / 12 Oaks	1										1
Strip Center EF Lowery / Twelve Oaks	3										3
Dialysis Clinic EF Lowery / 12 Oaks	2										2
Linns Donut Shop	3										3
Moody Bank	1										1
Insurance Office	2										2
City Engineering / Pub Works Offices	3										3
Dentist / Amburn Park	1										1
Dr Office Amburn Park	1										1
Neighborhood Pool	1										1
Del Papa Distributor	50								50		
UTMB Urgent Care Center	10								10		
DISD Middle School	25									25	
TOTAL COMMERCIAL:	1,336	50	374	140	668	0	0	0	60	25	19

SUBTOTAL BY SERVICE AREA:

2,019 715 140 1,469 244 174 368 60 25 810

TOTAL ALL:

6,024

4. POPULATION PROJECTIONS

For future development in the City, it is assumed that each single family unit will have 3.0 residents on average. This is typical of the existing developed areas of the City. The following is a summary of the population projections for the City of Texas City:

Table 2 - Population Projections

	Sq. Miles	Year End 2021 Population Estimate	Estimated 10 Year Population	Estimated Full Build Out Population
Zone 1	26.88	37,784	39,673	45,704
Zone 2	44.13	12,189	31,546	62,351
TOTAL:	71.01	49,973	71,219	108,055

Detailed development projection tables are presented in the Appendix section of this report.

5. WATER DEMANDS

Water demand projections are derived directly from the land use projections in terms of ESFC 's. Based on recent historical usage by the residents of Texas City, one ESFC is equivalent to:

- 0.6 gallons per minute total water supply requirement per ESFC (TCEQ Rules);
- 329 gallons per day (actual 2020) of peak month surface water (purchased water supply) per ESFC; For planning, 400 gallons per day per ESFC is allocated.
- 219 gallons per day of average daily water use per ESFC was used in 2020.

Table 3 below shows the water demands experienced in the City in 2020.

TABLE 3 - City Water Use Data and Connection Types

	# of Meters	Annual Water Use (Gal)	Daily Use Per Meter (Gal)	Conversion to ESFC (gal/day)	Equivalent Connections
Meter Count					
Residential, Single Family	15,668	820,031,000	2,246,660		15,668
Residential, Multi-Family	148	237,369,000	650,326	400	1,626
Institutional	195	148,075,000	405,685	400	1,014
Commercial	951	196,306,000	537,825	400	1,345
Industrial	55	317,223,000	869,104	400	2,173
Agricultural	35	1,089,000	2,984	400	7
Unmetered	1	58,500,000	160,274	400	401
Total =	17,053	1,778,593,000	4,872,857		22,233

Average Daily Water Use: 4,872,857 Gallons per Day
 Average Daily Water Use: 219 Gal per Day per ESFC
 Peak Month: 219,520,000 Gallons, all of July 2020
 Peak Month Usage in Gallons Per Day: 7,317,333 Gallons per Day, July 2020
 Peak Month Usage in Gallons Per Day per ESFC: 329 Gallons per Day per ESFC

TCEQ Requirements:	<i>Based on</i>	22,233 Equivalent Water Service Connections
Water Supply (Surface + Wells):		13340 GPM
Booster Pumps:		13340 GPM
Total Storage:		4,446,699 Gallons
Elevated Storage:		2,223,349 Gallons

In the 10-year planning period, it is projected that the City will add 726 connections in Zone 1 and 7,445 new connections in Zone 2, for a total of 8,171 new equivalent connections. This will bring the total number of connections to be served to 30,404 connections.

10 Year Plan Needs:		
Water Supply (Surface + Wells):		18243 GPM
Booster Pumps:		18243 GPM
Total Storage:		6,080,899 Gallons
Elevated Storage:		3,040,449 Gallons

Table 4 on the following page presents a summary of existing water supply facilities and proposed water supply needs.

TABLE 4 - WATER SUPPLY AND STORAGE CAPACITY SUMMARY:

Number of Water Service Connections in Ten Years:	30,404 Connections
---	--------------------

Part 1: Water Supply (Wells and Surface Water)

Surface Water Contract in Place (2022):	7,990 Gallons per Minute
Surface Water Supply Recommended for 2032 (0.25 gpm/Connection):	7,601 Gallons per Minute
<i>*0.25 gpm/connection provides for peak month Average Use</i>	
Well Water Supplies in Place (2022):	7,545 Gallons per Minute
Surface Water Supply Recommended for 2032 (0.35 gpm/Connection):	10,642 Gallons per Minute
RESULT: Will need to Add Well Capacity of a Minimum of:	3,097 Gallons per Minute
Estimated Number of New Wells Needed:	3 New Wells 2 - Lago Mar 1 - North Dickinson

Part 2: Water Supply Booster Pumps

Booster Pump Facilities in Place (2022):	14,537 Gallons per Minute
Booster Pump Capacity Recommended for 2032 (0.6 gpm/Connection):	18,243 Gallons per Minute
RESULT: Will need to Add Booster Pump Capacity of a Minimum of:	3,706 Gallons per Minute
Estimated Pump Stations Needed @ 3,000 gpm per Station:	1 New Station (Lago Mar) 1 Improvement (North Dickinson Bayou)

Part 3 - Elevated and Pressurized Storage

Elevated Water Facilities in Place (2022)*:	2,850,000 Gallons Elevated Storage
<i>*Figure Does not Include the New Lago Mar Tank</i>	
Elevated Tank Capacity Recommended for 2032 (100 gal/Connection):	3,040,449 Gallons Elevated Storage
RESULT: Will need to Add Elevated Tank Capacity of a Minimum of:	190,449 Gallons
- Proposed 1 MG EST at Lago Mar	1,000,000 Gallons
- Proposed hydrotank Improvements at North Dickinson Bayou:	20,000 Gallons

Part 4 - Total Water Storage

Total Water Storage Facilities in Place (2022):	7,097,000 Gallons Total Storage
Total Water Storage Recommended for 2032 (200 gpm/Connection):	6,080,899 Gallons Total Storage
RESULT: Recommended Ground Tank Additions as Follows:	
- Proposed 1 MG GST at Lago Mar	1,000,000 Gallons
- Proposed Ground Tank Improvements at North Dickinson Bayou	500,000 Gallons

6. WASTEWATER FLOWS

Wastewater Treatment:

The average annual daily flow per ESFC is estimated to be 225 gallons per day. The existing wastewater treatment plant is permitted for an average daily flow of 12.400 million gallons per day. For the existing 22,233 connections in the City, the average daily wastewater flows are approximately 5.0 million gallons per day. Therefore, the full capacity of the wastewater treatment plant is 40% utilized.

The City's permit requires that when the wastewater treatment plant flow reaches 90% of capacity, construction on a plant expansion must commence. Thus, the estimated number of remaining connections in the plant is:

90% of plant capacity = 11.16 million gallons per day

One ESFC uses: 225 gallons per day

Remaining Capacity:

[90% Capacity minus Used Capacity] =

[11.16 MGD – 5.0 MGD] = 6.16 MGD

Remaining connections before a plant expansion begins construction is:

(6.16 million gallons per day capacity* / 225 gallons per day per ESFC) = 23,377
new connections available in the wastewater treatment plant

(8,171 new connections are projected in the 10-year planning period)

Lift Stations and Trunk Main:

Table 5 on the following page presents a summary of the recommended lift station, force main, and trunk main capacities and improvements. As part of this study, areas of growth were identified, and a plan was developed to extend wastewater service to each of the 10-year development areas. Provisions in the plan were also made to account for needed capacity in the wastewater collection system for the 10-30 year period.

TABLE 5 - CAPACITY SUMMARY - LIFT STATIONS AND TRUNK MAINS

		Projected Required Firm Capacity - 10 Year Plan (GPM)	Projected Required Firm Capacity - Ultimate	Proposed Force Main Length - 10 Year Plan (FEET)	Proposed Force Main Length - Ultimate (FEET)	Design Velocity (FPS)	Target Size (INCHES)	Plan Year
LIFT STATIONS								
EXISTING LIFT STATIONS	Lago Mar Lift Station	3,733	3,733	20,609	(See 10 Year)	3.5	24	0 - 10
	Bucee's Lift Station	497	497	(Exist 8")	(Exist)	n/a	(Use Exist)	11 - 30
	Tanger Lift Station	104	104	(Exist 6")	(Exist)	n/a	(Use Exist)	n/a
	Lift Station 29	2,141	3,058	(Exist 12")	8,700	3.5	16	11 - 30
	Rainsong Lift Station	286	286	(Exist 8")	(Exist)	n/a	(Use Exist)	n/a
	Marlow Lift Station	224	231	(Exist)	(Exist)	n/a	(Use Exist)	n/a
	South Point Lift Station	230	390	(Exist 8")	(Exist)	n/a	(Use Exist)	n/a
	Far Northeast Lift Station	751	1,763	(Exist 16")	(Exist)	n/a	(Use Exist)	n/a
	Attwater Lift Station	1,400	2,308	(Exist 12")	(Exist)	n/a	(Use Exist)	n/a
	Lift Station 10	17,779	25,515	(Exist 36")	19,350	3.5	Paralell 36	0 - 10 0 - 10 (Developer)
FUTURE LIFT STATIONS	Lago Clara Lift Station	699	699	3,590	(See 10 Year)	3.5	10	0 - 10 (Developer)
	MIG Development Lift Station	0	881	n/a	4,690	3.5	10	11 - 30
	MHI Lift Station	774	2,224	18,730	(See 10 Year)	3.5	16	0 - 10 0 - 10 (Developer)
	Holland Rd Lift Station	170	453	7,035	(See 10 Year)	3.5	8	0 - 10 (Developer)
	FM 2004 N. Canal Lift Station	0	168	n/a	11,290	3.5	6	11 - 30
	25th Ave LS 1 Lift Station	0	536	n/a	2,394	4	8	11 - 30
	25th Ave LS 2 Lift Station	0	349	n/a	2,755	4	8	11 - 30
	25th Ave LS 3 Lift Station	0	571	n/a	2,944	4	8	11 - 30
	Far NE Phase 2 Lift Station	0	2,406	n/a	Use Exist 16"	n/a	(Use Exist)	n/a
	Attwater Preserve Lift Station	0	908	n/a	10,650	3.5	10	11 - 30
	South Moses Lift Station	0	82	n/a	2,900	4	4	11 - 30
	San Leon Waterfront Lift Station	0	153	n/a	11,150	3.5	4	11 - 30
TRUNK MAINS								
EXISTING	48" Trunk Main Segment 1 - Amburn to Interurban	9,949	12,134	(Exist 48")	(Exist)	n/a	(Use Exist)	n/a
	48" Trunk Main Segment 2 - Interurban to Highway 3	12,723	16,358	(Exist 48")	(Exist)	n/a	(Use Exist)	n/a
	48" Trunk Main Segment 3 - Highway 3 to Attwater Inflow	13,474	18,764	(Exist 48")	(Exist)	n/a	(Use Exist)	n/a
	48" Trunk Main Segment 4 - Attwater Inflow to LS 10	14,874	22,610	(Exist 48")	(Exist)	n/a	(Use Exist)	n/a
FUTURE	FM 517 TRUNK MAIN - WEST	736	839	3,200	(See 10 Year)	2.3	12	0 - 10
	FM 517 TRUNK MAIN - EAST	0	153	n/a	1800	2.3	8	11 - 30
	FM 517 TRUNK MAIN - CENTRAL	0	948	n/a	1830	2.3	12	11 - 30

7. PROPOSED FACILITIES

Utility demands for the service area were projected using the assumptions for development density and population projections. The demand per acre for each land use was applied to the projected land uses to determine water service demands. In order to deliver treated water and to treat and transport wastewater, several facilities and utility improvements have been planned. Each proposed improvement has been assigned a timetable and assigned cost estimate. Water system improvements are summarized on **Table 6 – Water Capital Recovery Fee Calculations**. **Figure 2** presents a map showing the general location of each planned Water capital improvement associated with this study update.

Wastewater system improvements are summarized on **Table 7 – Wastewater Capital Recovery Fee Calculations**. **Figure 3** presents a map showing the general location of each planned Wastewater capital improvement associated with this study update.

Changes from Previous Plan - Water

- a) In Zone 2, water infrastructure planning has been updated to reflect current conditions and needs. The changes are related to water distribution in the far west end of the City, including the Lago Mar development and surrounds. Updates are also made in the North Dickinson Service Area.

Changes from Previous Plan - Wastewater

The following changes have been made to the Wastewater Capital Facilities Plan since the last Plan Update.

- a) In Zone 2, wastewater collection system infrastructure planning has been updated to reflect current conditions and needs. The changes are related to the Lift Station 29 service area and the Lago Mar development in the far west side of the City
- b) In Zone 2, in the North Dickinson Bayou area, updates are made to the wastewater collection system capital improvement planning
- c) Lift Station No. 10 serves both Zone 1 and Zone 2. Current capacity of 14,300 gpm is not sufficient for the projected increase in flow within the next 10 years. A project to replace the four (4) 150 HP pumps with four (4) 215 HP pumps is included in the 10-year CIP at an estimated cost of \$1.5 million

TABLE 6 - WATER CAPITAL RECOVERY FEE CALCULATIONS

PART 1: Water Distribution System		Estimated Construction Cost	Estimated Professional Services	Interest on Principal (1.5% Rate, 20 Year Term)	Total
1	West Side Water Well No. 2 @ Lago Mar (Serves 2850 Connections)	\$ 2,500,000	\$ 375,000	\$ 454,563	\$ 3,329,563
2	West Side Water Well No. 3 @ Lago Mar (Serves 2850 Connections)	\$ 2,500,000	\$ 375,000	\$ 454,563	\$ 3,329,563
3	West Side Ground Storage Tank @ Lago Mar (Serves 10,000 Connections)	\$ 1,500,000	\$ 165,000	\$ 263,251	\$ 1,928,251
4	West Side Booster Pump Station @ Lago Mar (Serves 10,000 Connections)	\$ 1,000,000	\$ 150,000	\$ 181,825	\$ 1,331,825
5	Northeast Service Area Water Plant Phase 2 - 500,000 Gal GST, Hydrotanks, Booster Improvements	\$ 1,275,000	\$ 158,650	\$ 226,673	\$ 1,660,323
6	Northeast Service Area Water Well No. 1 (Serves 2850 Connections)	\$ 2,500,000	\$ 375,000	\$ 454,563	\$ 3,329,563
TOTAL 10 YEAR CAPITAL IMPROVEMENT PLAN - WATER DISTRIBUTION:					\$ 14,909,088
NUMBER OF PROJECTED 10 YEAR CONNECTIONS:					8171
COST PER CONNECTION - WATER DISTRIBUTION (Zone 2):					\$ 1,825

PART 2: Surface Water Supply

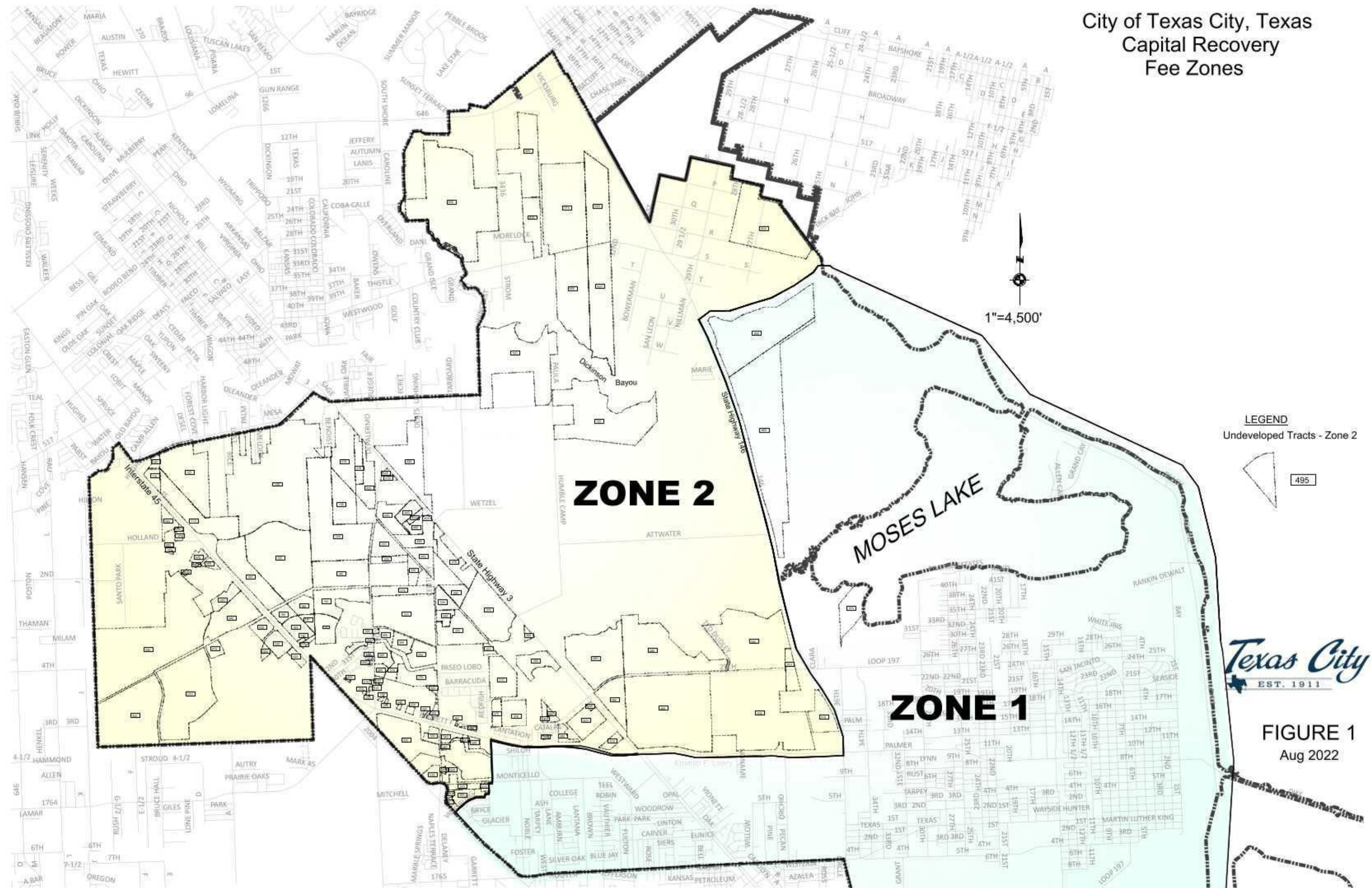
Current Contracted Surface Water Supply Daily Flow From GCWA (MGD):	11.505
Existing Annual Average Daily Flow Average:	5.500
Existing Estimated Max Monthly Flow	8.000
Remaining Capacity (MGD)	3.505
Existing Equivalent Water Connections Currently Serviced (Based on 400 gal/day/connection):	20,000
Existing Summer Month Gallons per Connection (Gallons per Day per Connection):	400
Projected Additional Capacity Available @400 gal/day per connection (New Connections):	8,763
Cost of Remaining Water Treatment Capacity*:	\$ 9,058,322
<i>*Basis = COTC 2016 purchase of 1.09 MGD surface water capacity from NRG/GCWA contract of \$2.5844 per gallon</i>	
Subtotal Cost per Connection of Surface Water Treatment Capacity (Zone 1 & Zone 2):	\$ 1,034

MAXIMUM WATER CAPITAL RECOVERY FEE - ZONE 1:	\$ 1,034
MAXIMUM WATER CAPITAL RECOVERY FEE - ZONE 2:	\$ 2,858

TABLE 7 - WASTEWATER CAPITAL RECOVERY FEE CALCULATIONS

PART 1: Wastewater Collection System (Zone 2)		Estimated Construction Cost	Estimated Professional Services	Interest on Principal (1.5% Rate, 20 Year Term)	Total
1	Lago Mar Force Main Phase 1	\$ 3,282,000	\$ 492,300	\$ 596,751	\$ 4,371,051
2	Lago Mar Force Main Phase 2	\$ 2,440,500	\$ 366,080	\$ 443,746	\$ 3,250,326
3	MHI Development Regional Lift Station 2,200 gpm	\$ 1,400,000	\$ 210,000	\$ 254,555	\$ 1,864,555
4	MHI Development Regional Force Main	\$ 3,918,250	\$ 587,740	\$ 712,437	\$ 5,218,427
5	Northeast Service Area Regional Lift Station 1,800 gpm	\$ 1,400,000	\$ 210,000	\$ 254,555	\$ 1,864,555
6	FM 517 Wastewater Utility Extension to South Lake (Gravity Main and Force Force Main)	\$ 1,327,500	\$ 199,130	\$ 241,374	\$ 1,768,004
7	Lift Station 10 Pump Capacity Upgrades	\$ 1,500,000	\$ 180,000	\$ 265,623	\$ 1,945,623
TOTAL 10 YEAR CAPITAL IMPROVEMENT PLAN - WASTEWATER COLLECTION:					\$ 20,282,541
NUMBER OF PROJECTED 10 YEAR CONNECTIONS (ZONE 2):					8171
COST PER CONNECTION - Wastewater Collection (Zone 2):					\$ 2,482
PART 2: Wastewater Treatment Capacity					
	Current Annual Average Daily Flow (MGD):				5.000
	Plant Average Daily Flow Capacity (MGD):				12.400
	90% of Plant Average Daily Flow Capacity (MGD):				11.160
	Remaining Capacity before 90% Capacity is Reached (MGD)				6.160
	Wastewater Connections Currently Served:				22,222
	Existing Average Daily WW flow per Connection (Gallons per Day per Connection):				225
	Projected Additional Capacity Available @225 gal/day per connection (New Connections):				28,651
	Value of Remaining Unused Wastewater Treatment Capacity:				\$ 49,280,000
	<i>Basis = Plant Expansion Est. Cost of \$8.00 per gallon daily treatment capacity</i>				
	Subtotal Cost per Connection of Unused Wastewater Treatment Capacity (Zone 1 & Zone2):				\$ 1,720.00
	Cost Per Connection with 50% Reduction for Ad Valorem Tax Credit (Zone 1 & Zone 2):				\$ 860.00
PART 3: 36" Force Main Serving LS 10 (Zone 1+2)		Estimated Construction Cost	Estimated Professional Services	Interest on Principal (1.5% Rate, 20 Year Term)	Total
8	Lift Station 10 Force Main Improvements (36")	\$ 9,868,500	\$ 1,480,280	\$ 1,794,344	\$ 13,143,124
	Number of New Tract Development Connections (30 year) to Be Served by 36" Force Main				19,293
	Number of Infill Development (30 year) to Be Served by 36" Force Main				3,500
	Subtotal Cost per Connection of 36" Force Main Serving Lift Station 10: (Zone 1 & Zone2):				\$ 576.63
MAXIMUM WASTEWATER CAPITAL RECOVERY FEE - ZONE 1:					\$ 1,437
MAXIMUM WASTEWATER CAPITAL RECOVERY FEE - ZONE 2:					\$ 3,919

City of Texas City, Texas Capital Recovery Fee Zones



ZONE 2

MOSES LAKE

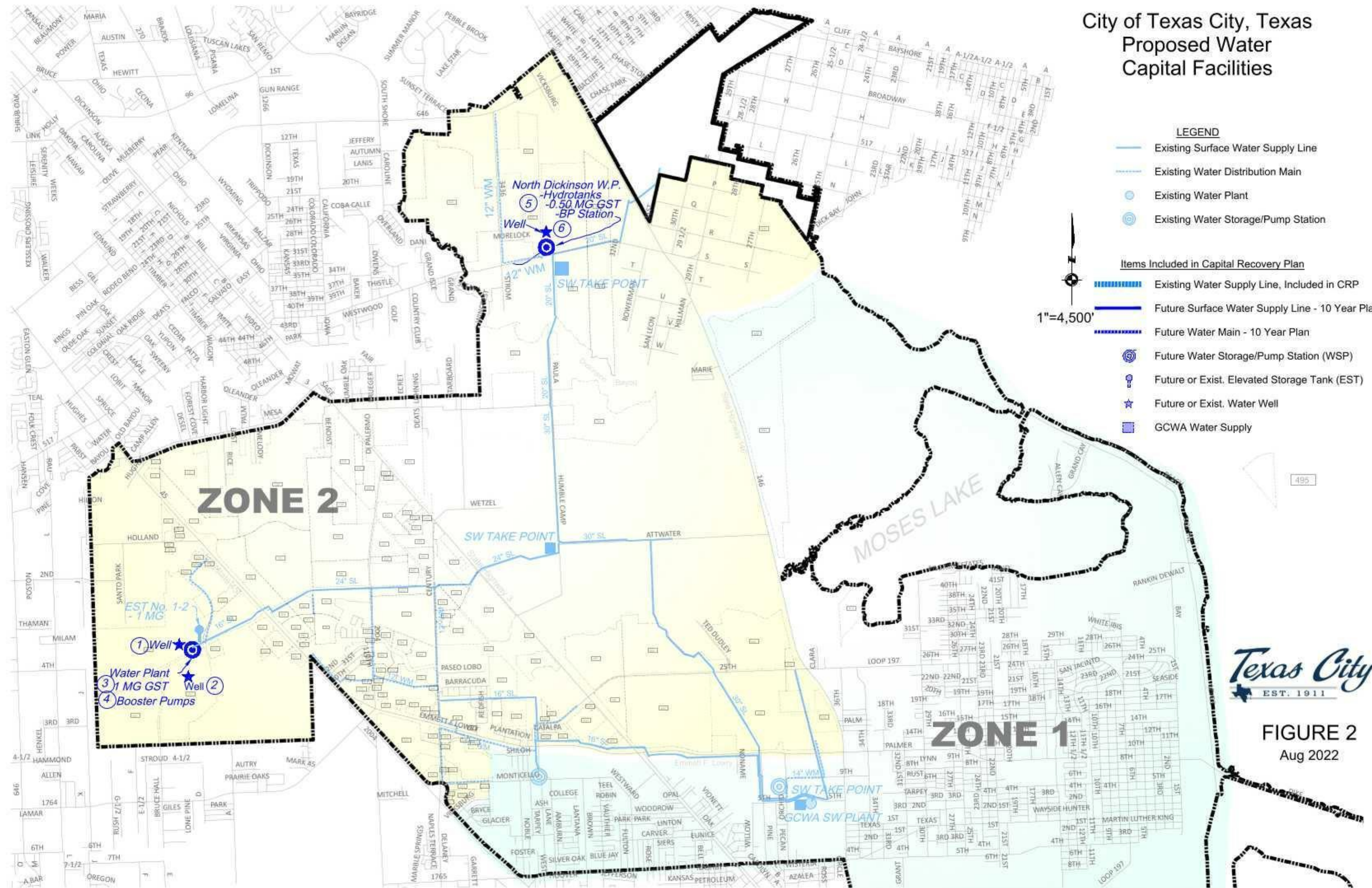
ZONE 1

LEGEND
Undeveloped Tracts - Zone 2

Texas City
EST. 1911

FIGURE 1
Aug 2022

City of Texas City, Texas Proposed Water Capital Facilities



LEGEND

- Existing Surface Water Supply Line
- Existing Water Distribution Main
- Existing Water Plant
- ◎ Existing Water Storage/Pump Station

Items Included in Capital Recovery Plan

- ▬▬▬▬▬▬ Existing Water Supply Line, Included in CRP
- ▬▬▬▬▬▬ Future Surface Water Supply Line - 10 Year Plan
- ▬▬▬▬▬▬ Future Water Main - 10 Year Plan
- ◎ Future Water Storage/Pump Station (WSP)
- ⦿ Future or Exist. Elevated Storage Tank (EST)
- ★ Future or Exist. Water Well
- GCWA Water Supply



ZONE 2

ZONE 1

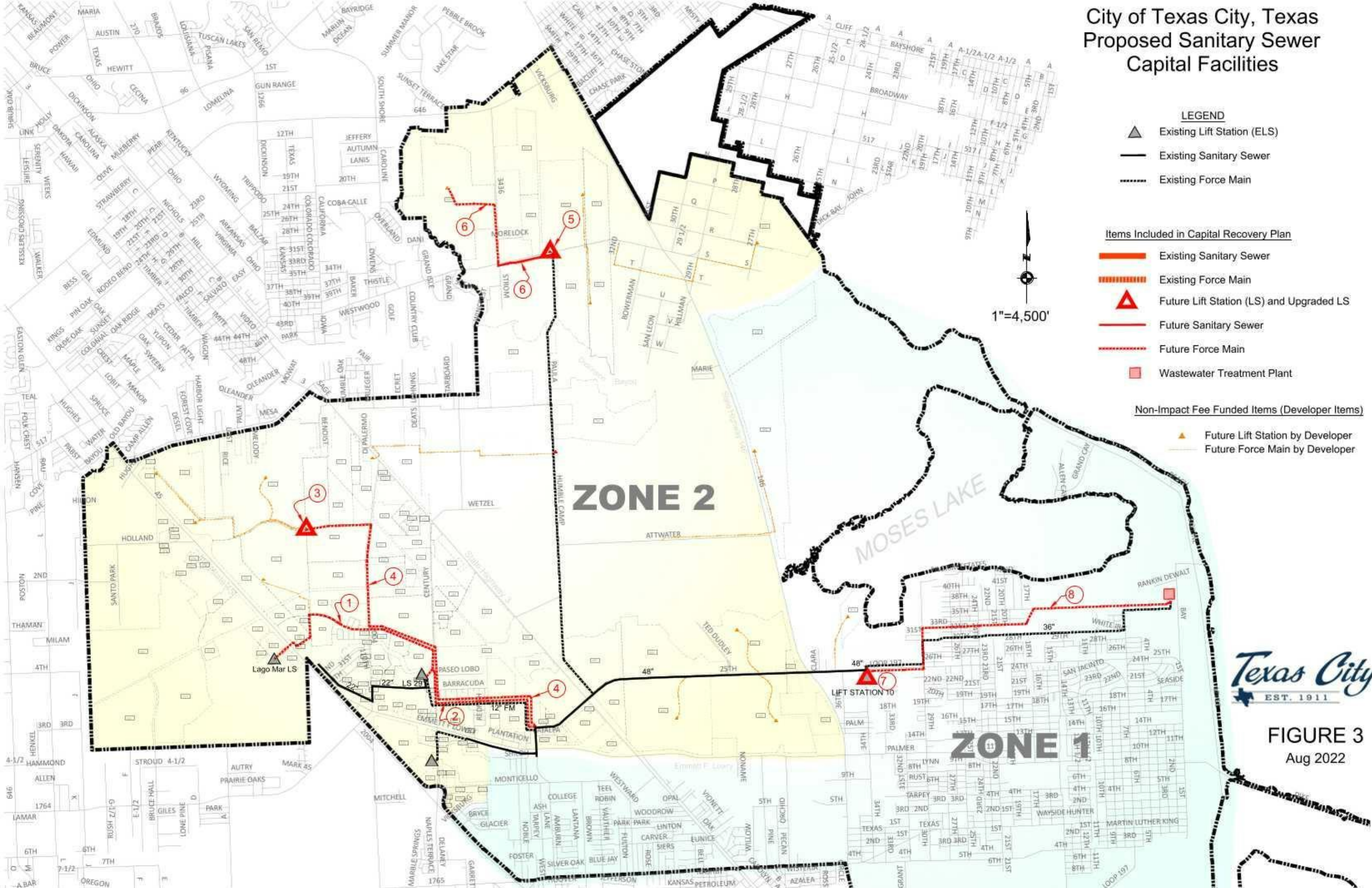
North Dickinson W.P.
-Hydotanks
-0.50 MG-GST
-BP Station
Well (5)
Well (6)

EST No. 1-2
-1 MG
Well (1)
Water Plant
1 MG GST
Well (2)
Booster Pumps (3, 4)

Texas City
EST. 1911

FIGURE 2
Aug 2022

City of Texas City, Texas Proposed Sanitary Sewer Capital Facilities



- LEGEND**
- ▲ Existing Lift Station (ELS)
 - Existing Sanitary Sewer
 - - - Existing Force Main

- Items Included in Capital Recovery Plan**
- Existing Sanitary Sewer
 - - - Existing Force Main
 - ▲ Future Lift Station (LS) and Upgraded LS
 - Future Sanitary Sewer
 - - - Future Force Main
 - Wastewater Treatment Plant

- Non-Impact Fee Funded Items (Developer Items)**
- ▲ Future Lift Station by Developer
 - Future Force Main by Developer

ZONE 2

ZONE 1



FIGURE 3
Aug 2022

CITY COMMISSION REGULAR MTG

(9) (f)

Meeting Date: 02/07/2024

Emergency Management Air Monitors Purchase

Submitted For: Joe Tumbleson, Emergency Management

Submitted By: Kelly Bender, Purchasing

Department: Purchasing

Information

ACTION REQUEST

Consider and take action on Resolution No. 2024-021, approving the purchase of Air Monitors and Equipment for Emergency Management. (Emergency Management)

BACKGROUND (Brief Summary)

Emergency Management is requesting to Purchase Air Monitors and equipment. This purchase will be from North American Fire Equipment Co. (NAFECO) through Sourcewell Cooperative Purchasing Advantages contract # 032620-DRG. The total purchasing price for the Air Monitors and equipment will be \$161,530.80. A copy of the quote is attached for your review.

RECOMMENDATION

It is recommended by Emergency Management to approve this purchase. Funds are available in the FY 24 Budget.

Fiscal Impact

Attachments

Air Monitors
Resolution

QUOTATION CONFIRMATION

NAFECO
PO Box 2928

Decatur, AL 35602
United States of America
Phone: 800-628-6233
Fax: 256-355-0852

PAGE	1
QUOTE	1229269-0
DATE	12/15/23

TEX052
S TEXAS CITY FIRE DEPT.
O 1801 9TH AVE. NORTH
L
D

T TEXAS CITY, TX 77590
O United States of America

S TEXAS CITY FIRE DEPT.
H 1801 9TH AVE. NORTH
I LOUIS LOPEZ
P 713-298-0209
T TEXAS CITY, TX 77590
O United States of America

ENTERED BY	RFQ REFERENCE	VALID UNTIL
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David Johnson III	DRAGER QUOTE	12/14/25
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ITEM	DESCRIPTION	QUANTITY	U/M	DISC %	PRICE	AMOUNT
------	-------------	----------	-----	--------	-------	--------

DJ / DJ 3

XSITE-LIVE-1229269	DRAGER X-SITE LIVE KIT	7.00	EA		15,262.5000	106,837.50
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INCLUDES: CASE, BACKUP BATTERY
, FIRST NET PHONE W 5 YR PLAN
(2.5 YR SMARTLINK REPLACEMENT)

MOUNTS AND PLUMBING FOR X-AM
8000's

XAM8000-1229269	DRAGER X-AM 8000 PER CUSTOMER SPECS	5.00	EA		5,327.3000	26,636.50
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INCLUDES:

PID HC

Cat Ex 125 PR

XXS O2/ H2S-LC

XXS SO2

SELECTIVE FILTER KX

XXS NH3

Continued . . .

QUOTATION CONFIRMATION

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PAGE	2
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I
P LOUIS LOPEZ
713-298-0209

T TEXAS CITY, TX 77590
O United States of America

ENTERED BY	RFQ REFERENCE	VALID UNTIL				
David Johnson III	DRAGER QUOTE	12/14/25				
ITEM	DESCRIPTION	QUANTITY	U/M	DISC %	PRICE	AMOUNT
8326820-1229269	Drager Pump Adapter X Am 8000	16.00	EA		64.8000	1,036.80
8321901-1229269	DRAGER X DOCK 6600	2.00	EA		3,461.0000	6,922.00
8321850-1229269	POWER SUPPLY 24V DC 6, 25A	2.00	EA		261.5000	523.00
8321894-1229269	DRAGER X DOCK MODULE X AM8000	2.00	EA		1,736.6000	3,473.20
8321892	Draeger X Dock Module PAC Series Detector	2.00	EA		1,534.5000	3,069.00
8324250	Draeger Pressure Regulator X Dock	8.00	EA		729.3000	5,834.40
4594114-1229269	Sampling Hbse, Viton Tubing, 20 ft.	1.00	EA		281.0000	281.00
4594655	Draeger Standard 4-Gas Cal Mx, 58L, CH/CO/H2S/O2-N2 50% LEL CH 100 ppm CO 25 ppm H2S 17%VOL O2	2.00	EA		260.7000	521.40
4594957	Draeger Cal/Bump Gas, NB 50ppm	2.00	EA		462.0000	924.00
3701256-1229269	US Test Gas Cyl. 103L 100ppm C4H8/ Air	2.00	EA		197.2000	394.40
4597169-1229269	Test Gas 34L, 10ppm SO2/N2	2.00	EA		168.3000	336.60
8316533-1229269	TELESCOPI C PROBE ES 150	9.00	EA		256.6000	2,309.40

Continued . . .

QUOTATION CONFIRMATION

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T TEXAS CITY, TX 77590
O United States of America

ENTERED BY	RFQ REFERENCE	VALID UNTIL				
David Johnson III	DRAGER QUOTE	12/14/25				
ITEM	DESCRIPTION	QUANTITY	U/M	DISC %	PRICE	AMOUNT
M24443-1229269	X-AM8000 PROBE HOLDER	9.00	EA		78.4000	705.60
6813769-1229269	PRE-TUBE HOLDER FOR X-AM8000	9.00	EA		57.2000	514.80
8103511	Draeger Tube, Benzene PID Prefilter, Box of 10	2.00	EA		86.7000	173.40
8103531	Draeger Tube, PID Prefilter Humidity	2.00	EA		68.9000	137.80
CH24101	Draeger Tube, Carbon Pretube Each	2.00	EA		64.0000	128.00
6401200	Draeger Tube, Opener 7000	2.00	EA		48.7000	97.40
5600704	Draeger Communication Module PAC Units	1.00	EA		311.9000	311.90
8317409	Draeger USB-IR Communication Cable	1.00	EA		312.7000	312.70
8325859-1229269	DI RA DONGLE ADAPTER	1.00	EA		50.0000	50.00
<p>ORDER QUALIFIES FOR FREE SHIPPING PER PAUL FELEGY</p> <p>SOURCEWELL CONTRACT # 032620-DRG</p>						
Material Total:						161,530.80
Total Quote:						161,530.80

RESOLUTION NO. 2024-021

A RESOLUTION AUTHORIZING THE PURCHASE OF AIR MONITORS AND EQUIPMENT FOR EMERGENCY MANAGEMENT THROUGH SOURCEWELL COOPERATIVE PURCHASING ADVANTAGES CONTRACT NO. 032620-DRG; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, funds are made available in the 2023/2024 City of Texas City Budget to purchase Air Monitors and Equipment for Emergency Management.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the expenditure of \$161,530.80 from North American Fire Equipment Co. (NAFECO) through Sourcewell Cooperative Purchasing Advantages Contract No. 032620-DRG, as set out on **Exhibit “A”**, attached hereto, Air Monitors and Equipment to be utilized by Emergency Management.

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

PASSED AND ADOPTED this 7th day of February 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(10) (a)

Meeting Date: 02/07/2024

Amend Fiscal Year 2023-2024 Budget for Marathon Corporation's Community Investment Program Grant

Submitted For: Ryan McClellen, Finance

Submitted By: Ryan McClellen, Finance

Department: Finance

Information

ACTION REQUEST

Amend Fiscal Year 2023-2024 Budget for Marathon Corporation's Community Investment Program Grant.

BACKGROUND (Brief Summary)

Texas City has been awarded a grant from Marathon Corporation's Community Investment Program in the amount of \$158,000.

Budget Amendment to increase accounts below:

General Fund Grant Revenue	101000 44009	\$158,000
General Fund Emergency Management	101206 54150 20602	\$158,000

RECOMMENDATION

Recommend approval of the budget amendment.

Fiscal Impact

Attachments

Award Letter

Ordinance



December 22, 2023

Joseph Tumbleson, Emergency Manager
City of Texas City Texas
1801 9th Avenue N
Texas City, TX 77590

Re: Air Monitors

Dear Mr. Tumbleson:

Marathon Corporation's Community Investment Program is committed to collaborating with our stakeholders to invest in organizations and initiatives that make a positive, meaningful impact in communities where we operate.

We are pleased to announce that Marathon will support your organization with a grant in the amount of \$158,000 for the above referenced purpose. Enclosed, please find our check.

This grant is subject to the terms set forth in the attached Grant Terms. By accepting the grant funds, City of Texas City Texas indicates it agrees to said Terms.

To gather data on our collective Community Investment impact, you may be contacted in the future to participate in our impact report to share relevant updates, results and outcomes for relevant program years.

If you have any questions, please contact Iman Montgomery, Corporate Social Responsibility Representative, at (985) 535-7944 or ismontgomery@Marathonpetroleum.com, who will be coordinating our support of this grant.

We are proud to support your organization. Best wishes for success in your work.

Sincerely,
Marathon Community Investment Programs

GRANT TERMS

Grantor: Marathon Community Investment Programs (the "Grantor")

Grant Recipient: CITY OF TEXAS CITY TEXAS (the "Grantee")

Grant Amount: \$158,000

Grant Purpose: Air Monitors (the "Purpose")

- a. **Tax Status:** The Grantee represents and warrants that it is an exempt governmental unit treated as a public organization under Internal Revenue Code Section 509(a)(1).
- b. **Expenditure of Funds:** The grant funds must be used exclusively for the Purpose stated and may not be used for any other purpose unless the Grantee obtains the Grantor's prior approval in writing. However, if applying the funds towards the Purpose would require the Grantee to distribute the grant funds without the Grantee's discretion to another entity or individual, this grant will be deemed general and unrestricted with a non-binding recommendation that the grant funds be used for the Purpose. Additionally, the Grantee will not use any of the grant funds to satisfy a charitable pledge or obligation of any person or organization other than the Grantor.
- c. **Responsibility:** Grantee understands and agrees to assume all risk and danger related to the Project and further agree to assume all responsibility for, and all risk of damage to, property or injury to person that may occur as a result of the Project.
- d. **Return of Grant Funds:** The Grantee agrees to return any grant funds not expended for the purposes described above to the Grantor, c/o Foundation Source at 55 Walls Drive, 3rd Floor, Fairfield, CT 06824-5163. The Grantee may also be required to return the enclosed grant if the Grantee is no longer recognized by the Internal Revenue Service as having the above described tax-exempt status.
- e. **Other Terms:** These Grant Terms encompass the entire agreement between the parties and supersede all previous understandings and agreements between the parties, whether oral or written. This grant is subject to these Grant Terms; by cashing the grant check, the Grantee indicates its agreement to these terms. If check is not cashed within 180 days, it will be voided.

ORDINANCE NO. 2024-03

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET TO ACCOUNT FOR MARATHON CORPORATION'S COMMUNITY INVESTMENT PROGRAM GRANT; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 2023-36, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2023-2024; and

WHEREAS, a budget amendment is needed to address Marathon Corporation's Community Investment Program Grant in the amount of \$158,000.00

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

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

SECTION 2: That the budget for Fiscal Year 2023 - 2024 of the City of Texas City, Texas, is hereby amended as follows:

General Fund Grant Revenue	101-000-44009	\$158,000.00
General Fund Emergency Management	101-206-54150 20602	\$158,000.00

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

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

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

PASSED AND ADOPTED this 7th day of February 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney