

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, FEBRUARY 21, 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) Service Awards

| | | | |
|-----------------|--------------------|------------|----------|
| Jack Oliver | Data Processing | 02/17/2014 | 10 years |
| Armando Medina | Sewer | 02/10/2014 | 10 years |
| Cara Simon | Water | 02/16/2009 | 15 years |
| Brenda Norwood | Administration | 02/16/2009 | 15 years |
| Michael Houston | Water Distribution | 02/16/2009 | 15 years |
| Donnell Garcia | Sanitation | 02/02/2009 | 15 years |
| Felix Flores | Police | 02/01/1999 | 25 years |
| David Reeves | Public Works | 02/01/1999 | 25 years |

(b) Analysis of Impediments to Fair Housing Presentation by Intuitive Global Consulting

(5) REPORTS

(a) Racial Profiling Report (Marshal's Office)

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

- (a) Approve City Commission Minutes for the February 7, 2024 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 2024-022, approval of an agreement between WCID No. 1 and the City of Texas City to amend and restate the Out of District Water and Sewer Agreement. (Transportation and Planning)
- (c) Consider and take action on Resolution No. 2024-023, approving the first amendment to the Utility Services Agreement with GCMUD 53 and Developer for the Lakeside Bayou Subdivision. (Transportation and Planning)
- (d) Consider and take action on Resolution No. 2024-024, authorizing the Mayor to execute a contract(s) for Bid No. 2024-001 Water and Sewer Line Repair Materials Annual Contract. (Public Works)
- (e) Consider and take action on Resolution No. 2024-025, authorizing the purchase and installation of a crash attenuator from TranTex Transportation Products, Houston, TX, via BuyBoard, for the total maximum price of \$71,350.00. (Public Works)
- (f) Consider and take action on Resolution No. 2024-026, approving a letter of agreement for the deposit of funds for the construction of a section of the 16-inch force main for the Lago Mar East Subdivision. (Transportation and Planning)
- (g) Consider and take action on Resolution No. 2024-027, authorizing the Mayor to enter into a contract with Generocity Services Inc., through Choice Partners, for the painting of the Natatorium ceiling. (Recreation and Tourism)
- (h) Consider and take action on Resolution No. 2024-028, authorizing the use of the power of Eminent Domain to acquire the property described in the resolution for the purposes of a 24-inch sanitary sewer line. (Legal)
- (i) Consider and take action on Resolution No. 2024-029, approving the annual Galveston County Mosquito Control Program contract. (Management Services)

(8) REGULAR ITEMS

- (a) Consider and take action on the first reading of Ordinance 2024-04, amending the Texas City Code of Ordinances Title XV entitled "Land Usage", Chapter 160 entitled "Zoning" and providing for publication and an effective date. (Transportation and Planning)
- (b) Consider and take action on Resolution No. 2024-030, entering into a cost-share agreement for the FM 517 Water Plant Expansion Project - Phase 2. (Transportation and Planning)

- (c) Consider and take action on Ordinance No. 2024-05, amending the fiscal year 2023-2024 budget to accept and appropriate funds from Lago Mar Development Authority and appropriate funds from the Undesignated Fund Balance Sewer Zone 2. (Finance)
- (d) Consider and take action on Ordinance No. 2024-06, amending the fiscal year 2023-2024 budget to appropriate funds for the Project 517 Water Plant Expansion. (Finance)
- (e) Consider and take action on Ordinance No. 2024-07, amending the fiscal year 2023-2024 budget to appropriate funds for repainting the Natatorium ceiling. (Finance)

(9) COMMISSIONERS' COMMENTS

(10) MAYOR'S COMMENTS

(11) ADJOURNMENT

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

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

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON FEBRUARY 16, 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: 02/21/2024

February 2024 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST

Service Awards

| | | | |
|-----------------|--------------------|------------|----------|
| Jack Oliver | Data Processing | 02/17/2014 | 10 years |
| Armando Medina | Sewer | 02/10/2014 | 10 years |
| Cara Simon | Water | 02/16/2009 | 15 years |
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| Michael Houston | Water Distribution | 02/16/2009 | 15 years |
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| Felix Flores | Police | 02/01/1999 | 25 years |
| David Reeves | Public Works | 02/01/1999 | 25 years |

BACKGROUND (Brief Summary)

Service Awards(s) for the following individual(s) for the month of February are based on their years of service with the City.

RECOMMENDATION

Human Resources recommend approval of the February service awards.

Fiscal Impact

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 02/21/2024

Analysis of Impediments to Fair Housing Presentation by Intuitive Global Consulting

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Community Development/ Grant Admin

Information

ACTION REQUEST

Please allow Intuitive Global Consulting 10 minutes to present an overview of the final document and suggested actions.

BACKGROUND (Brief Summary)

In 1995, HUD published a rule consolidating the Comprehensive Housing Affordability Strategy (CHAS), the community development plan (required for the CDBG program), and the submission and reporting requirements for the four community development formula grant programs (CDBG, HOME, ESG, and HOPWA) into a single plan—the Consolidated Plan. As part of the Consolidated Plan, grantees will submit an Affirmatively Furthering Fair Housing (AFFH) certification which requires them to undertake Fair Housing Planning through:

1. The completion of an Analysis of Impediments
2. Actions to eliminate any identified impediments
3. Maintenance of Affirmatively Furthering Fair Housing (AFFH) records.

Intuitive Global Consulting was contracted to complete the first comprehensive Analysis of Impediments to Fair Housing for the City of Texas City since 1998. They will present an overview of the findings and recommendations for action to eliminate the identified impediments.

RECOMMENDATION

It is the recommendation of the Mayor and Director of Community Development and Grants Administration that the presentation be added to the agenda.

Fiscal Impact

Attachments

Presentation



Analysis of Impediments to Fair Housing Choice

City of Texas City

City Commission Meeting

February 21, 2024 @ 5p

City Hall 1801 9th Avenue North



Shining a light on Fair Housing in Texas City

AGENDA

- Fair Housing Act of 1968
- Seven Protected Classes
- Analysis of Impediments to Fair Housing Choice
- Engagement
- Key Data Points
- Map Findings
- Texas City Impediments to Fair Housing Choice
- Questions
- Final Remarks/Closing



Fair Housing Act of 1968

- Signed into law by President Lyndon B. Johnson seven days after Martin Luther King's assassination
- Prohibits discrimination against seven protected classes in all housing transactions
- Provides procedures for processing complaints of discrimination



intuitive
global consulting

Seven Protected Classes

- Race
- Color
- Religion
- Race
- National Origin (foreign born)
- Sex (including sexual orientation and gender identity)
- Familial Status (families with children under 18 years old)



Analysis of Impediments

- Required for units of government receiving CDBG, HOME, ESG, and/or HOPWA grants
- Comprehensive review of obstacles that could impede fair housing choice
- Proposes actions to remove or overcome these barriers over the next five years
- Serves as a formal record of the City's efforts to eliminate fair housing issues

2024 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

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

Community Development Department
Titilayo Smith, Director



Shining a light on Fair Housing in Texas City



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ENGAGEMENT



- **Working Groups**
 - Three sessions with city officials and community stakeholders
- **Staff and Community Interviews**
 - Conducted In-depth interviews with Texas City staff, residents, and community leaders
 - Outreached to 7,639 Texas City residents via text
- **Fair Housing Social Media Campaign**
 - PSA video featuring Mayor Dedrick Johnson
 - PSA poster campaign on Facebook and Twitter
 - Reached 15,211 people



ENGAGEMENT



- **Community Tours**

- Bus tour to Chelsea Manor and 1867 Settlement District
- Engaged University of Houston and Texas Southern University students

- **Fair Housing Community Survey**

- Created a canvassing team to outreach to Texas City Housing Authority and other multi-family units
- Deployed survey to Texas City staff and via social media
- 366 survey responses received

- **Public Meetings**

- Outreached to community leaders at the Texas City Minister's Breakfast


ATTENTION TEXAS CITY HOUSING AUTHORITY RESIDENTS !
Help shine a light on Fair Housing in Texas City! You could win a gift card!

The City of Texas City is collecting resident feedback about your experiences with housing discrimination and fair housing choice.

Survey takers will be visiting public housing units on **December 9, 2023 from 12p-4p** to interview residents. The survey is less than 10 questions and should take five minutes to complete. Each completed survey will be entered into a drawing to win one of three gift VISA cards. Only one survey per household will be conducted.

Survey responses will be used to inform the City of Texas City's Analysis of Impediments to Fair Housing Choice (AI).

For more information about the AI, contact Titilayo Smith, Director of Community Development and Grants Administration, at 409.643.5731.

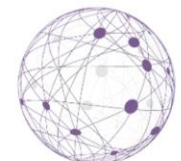


The image contains several logos: the City of Texas City seal, the TCHA (Texas City Housing Authority) logo, and the Intuitive Global Consulting logo.



KEY DATA POINTS

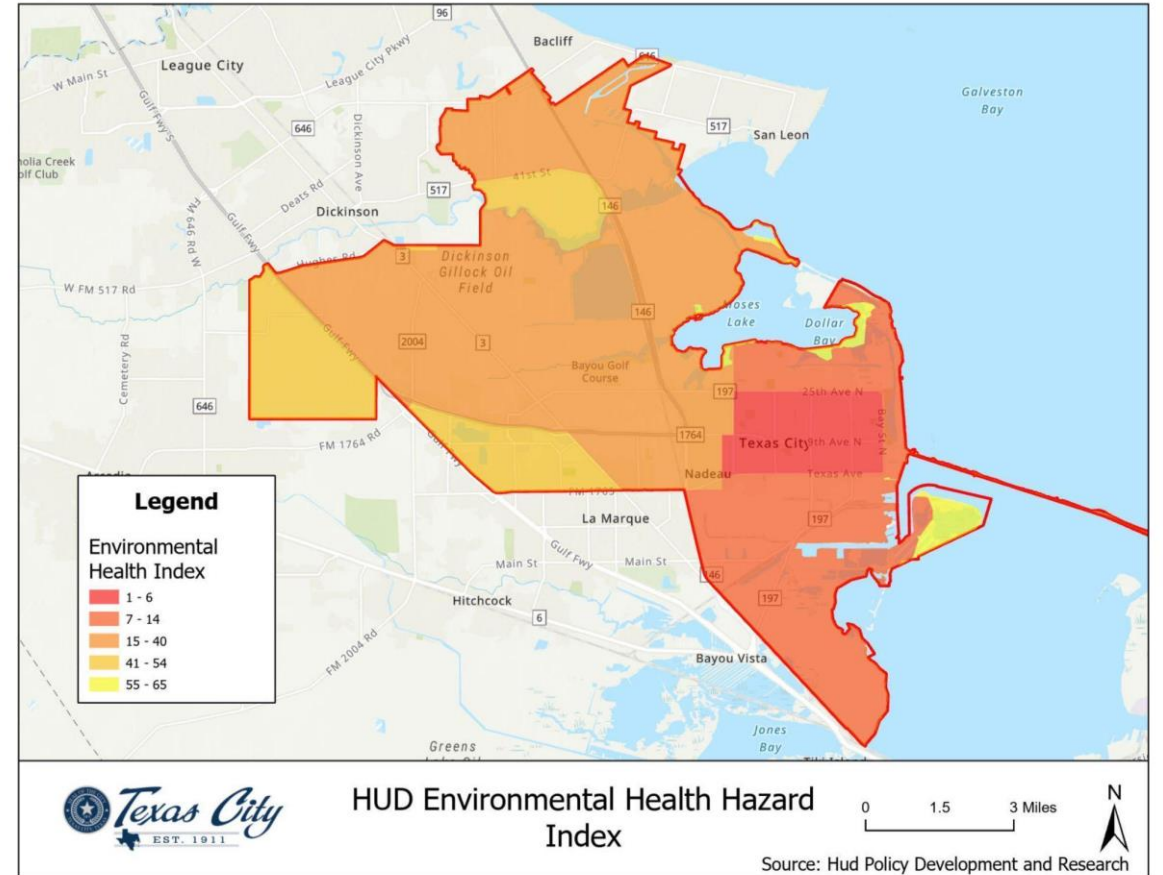
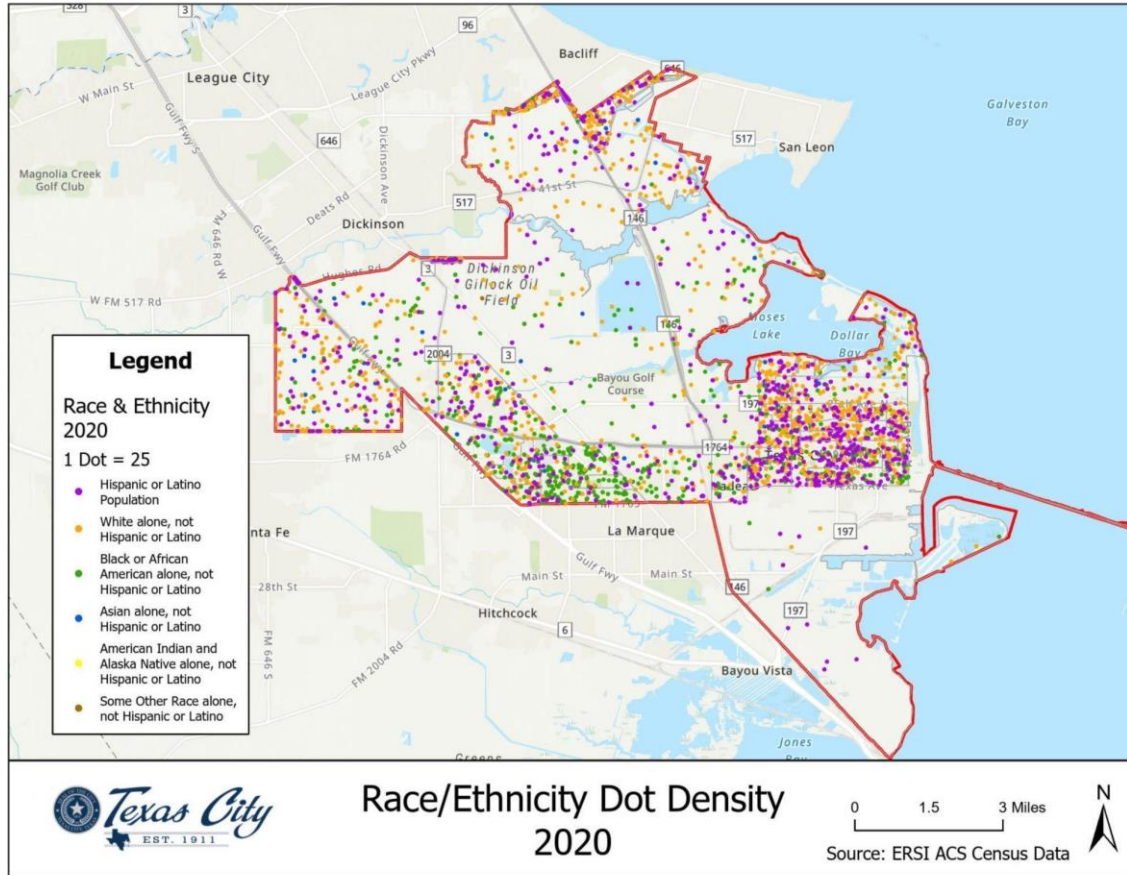
- Texas City grew nearly twice as fast as the US in the last decade.
- Texas City is slightly younger on average than the U.S.
- The three largest racial/ethnic groups in Texas City are non-Hispanic White (36.2%), Black/African-American (27.3%), and Hispanic/Latino (31%).
- About a third of households suffer a HUD-defined Housing Problem.
- Over 75% of HUD Fair Housing Complaints made 1998-2023 were on the basis of Race/Ethnicity or Disability Status.
- Half of Texas City's housing stock is 40 years or older
- Vast majority of housing stock growth over the last decade has been in rental units



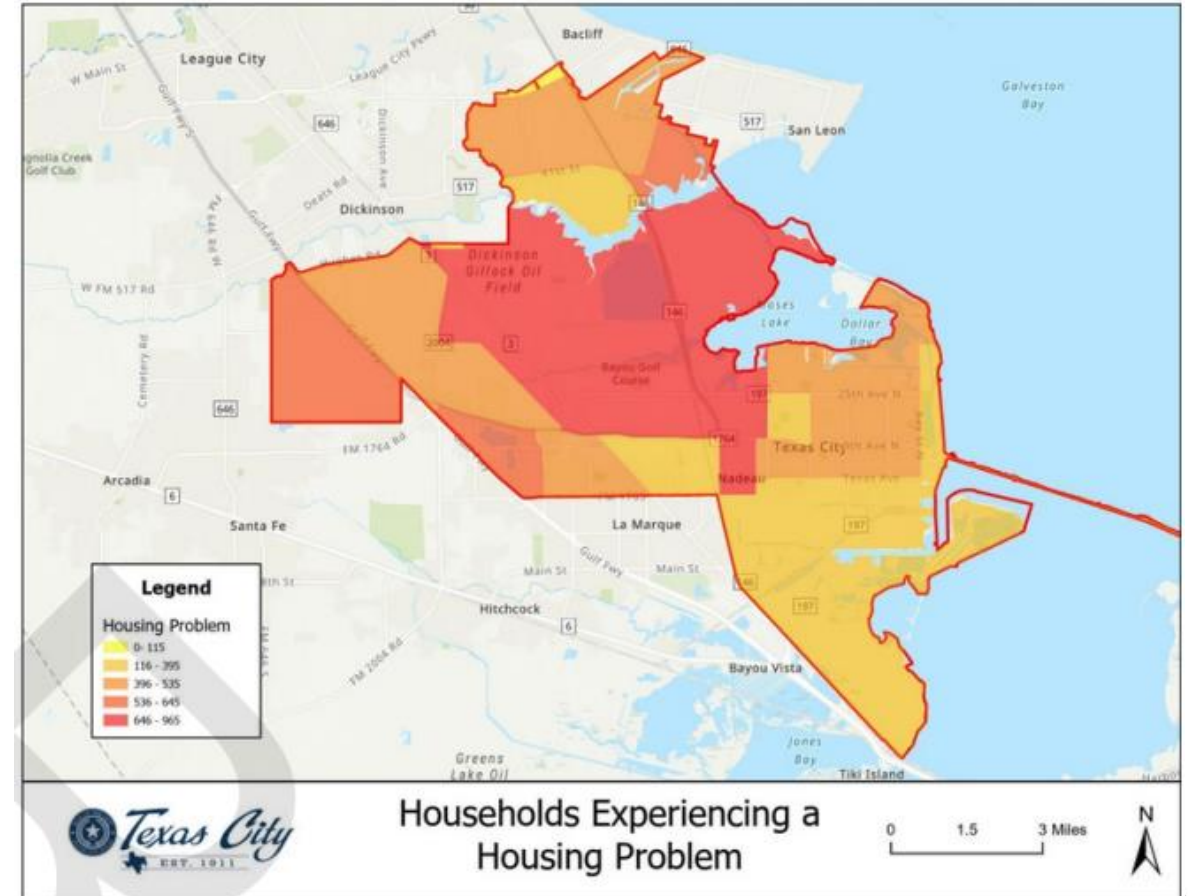
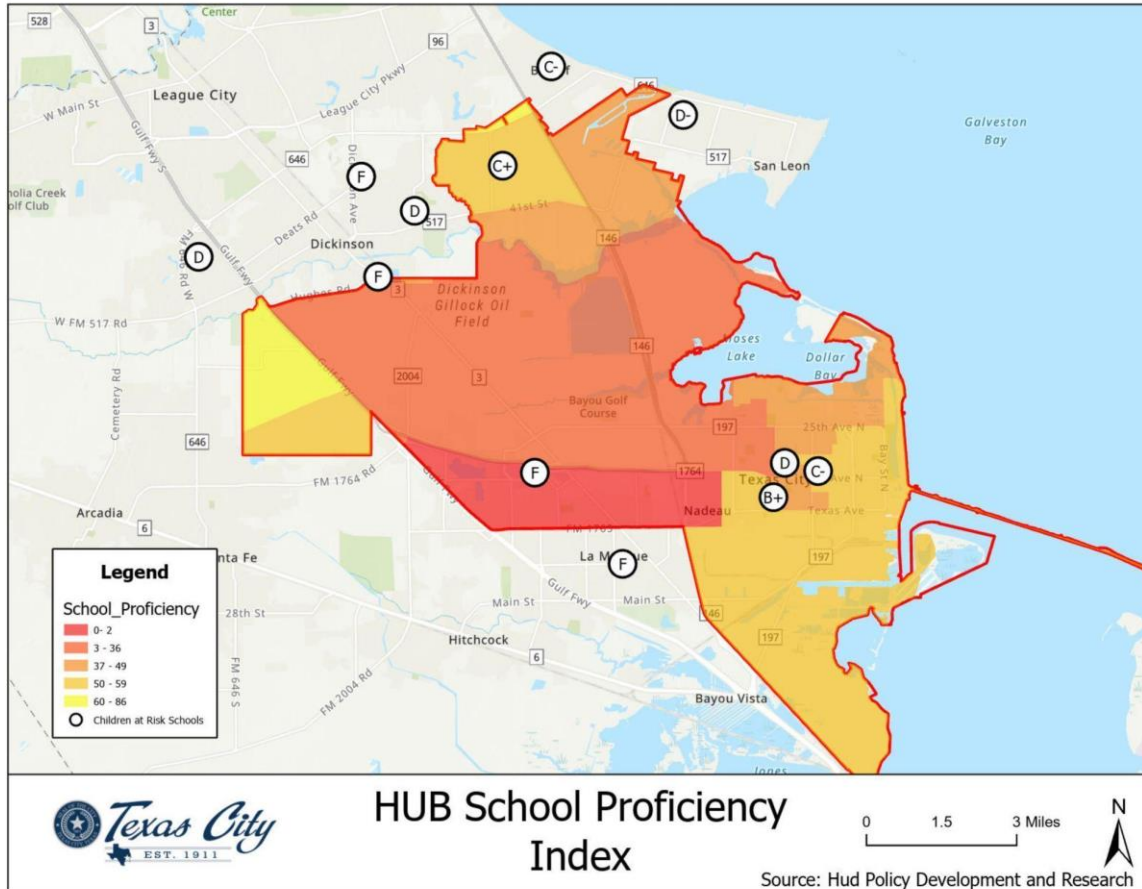
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MAP FINDINGS



MAP FINDINGS



Texas City Impediments to Fair Housing Choice

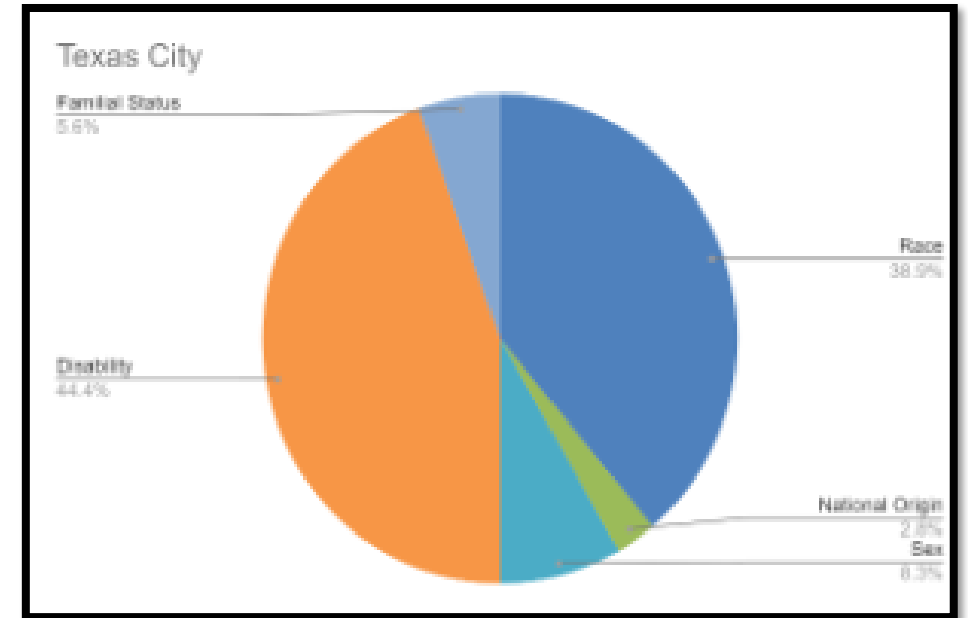
1. Discrimination in Housing
2. Lack of Knowledge about Fair Housing
3. Lack of Temporary and/or Transitional Housing
4. Lack of Income/Lack of Funding
5. Lack of Housing Affordability and Options in Housing Unit Versatility
6. Lack of Fair Housing Resources and Affordable Housing Services
7. Lack of Revitalization and Preservation for Historic Communities



Texas City Impediments to Fair Housing Choice

Impediment #1: Discrimination in Housing

- Housing discrimination exists for protected classes maintaining and obtaining housing of their choice
- Protected classes experiencing discrimination remain challenged to find housing opportunities of their choice, thus furthering established patterns of segregation



*HUD Closed fair housing complaints in Texas City 1998-2023

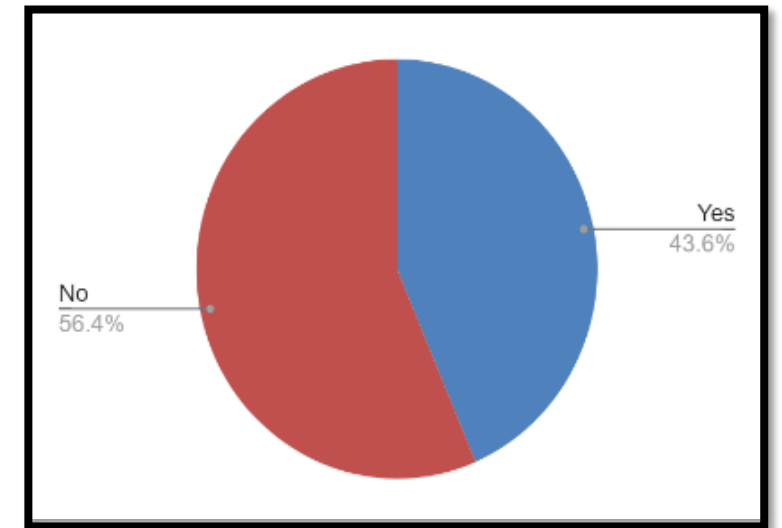


Texas City Impediments to Fair Housing Choice

Impediment #2: Lack of Knowledge about Fair Housing

- Housing discrimination exists for protected classes maintaining and obtaining housing of their choice
- Protected classes experiencing discrimination remain challenged to find housing opportunities of their choice, thus furthering established patterns of segregation

Do you know how to report housing discrimination?



*2024 Texas City Fair Housing Community Survey results



Texas City Impediments to Fair Housing Choice

Impediment #3: Lack of Temporary and/or Transitional Housing

- There are no emergency, temporary or transitional housing units and/or shelters in place for persons at-risk for homelessness or unhoused persons.
- Texas City residents experiencing difficulty obtaining and maintaining safe, sanitary, decent, and affordable housing are at a high risk of being completely displaced from Texas City. They have no immediate access to homeless and emergency shelters or transitional housing due to the lack of these facilities within the city.



Texas City Impediments to Fair Housing Choice

Impediment #4: Lack of Income/Lack of Funding

- Protected classes that lack income are restricted to residing in housing units and/or areas that do not meet their needs.
- The lack of income not only increases challenges that protected classes face when obtaining new housing and maintaining adequate and suitable housing, it also keeps protected classes, such as national origin, in substandard living conditions due to their citizenship status



Texas City Impediments to Fair Housing Choice

Impediment #5: Lack of Housing Affordability and Options in Housing Unit Versatility

- Protected classes that lack income are restricted to residing in housing units and/or areas that do not meet their needs.
- The lack of income not only increases challenges that protected classes face when obtaining new housing and maintaining adequate and suitable housing, it also keeps protected classes, such as national origin, in substandard living conditions due to their citizenship status



Texas City Impediments to Fair Housing Choice

Impediment #6: Lack of Fair Housing Resources and Affordable Housing Services

- There are not enough affordable homes for those that need them. Local organizations interested in becoming home builders need additional support to develop affordable housing.
- Challenges with obtaining housing of their choice is magnified when local organizations are not actively engaged in addressing the pressing need for affordable housing.



Texas City Impediments to Fair Housing Choice

Impediment #6: Lack of Revitalization and Preservation for Historic Communities

- Historic neighborhoods lack funding needed to revitalize while maintaining neighborhood history.
- Without intervention, historic neighborhoods homes are in position for gentrification and redevelopment in a manner not consistent with the character of the neighborhood.





QUESTIONS/COMMENTS



Analysis of Impediments to Fair Housing Choice

Thank you!



Shining a light on Fair Housing in Texas City

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 02/21/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for the February 7, 2024 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, FEBRUARY 7, 2024 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, FEBRUARY 7, 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
Felix Herrera, Commissioner District 2
Dorthea Jones Pointer, Commissioner District 3
Jami Clark, Commissioner District 4

Absent: DeAndre' Knoxson, Commissioner District 1

2. INVOCATION

Led by Mayor Dedrick D. Johnson.

3. PLEDGE OF ALLEGIANCE

Led by Mayor Pro-Tem Thelma Bowie.

4. PROCLAMATIONS AND PRESENTATIONS

a. Proclaiming February as Black History Month.

5. REPORTS

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

Landis Cravens, Police Chief, gave a PowerPoint presentation.

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

Landis Cravens, Police Chief, gave a PowerPoint presentation.

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.

Kim Golden, City Engineer, stated that 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 being 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.

- 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. This subdivision will contain 201 lots.

Kim Golden, City Engineer, stated 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 by the developer's application dated December 8, 2023, subject to the requirement for the Recreation Site to be fully developed before the platting of the second section of the plat which creates the 80th lot, whichever occurs first.

Commissioner At-Large Thelma Bowie made a motion to close the Public Hearing. The motion was seconded by Commissioner District 2 Felix Herrera.

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).

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 4 Jami Clark

Vote: 6 - 0 CARRIED

- 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.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 2 Felix Herrera

Vote: 6 - 0 CARRIED

8. PUBLIC COMMENTS

The following members of the public requested to address the commission: Richard Holcomb and John Denton.

9. CONSENT AGENDA

Motioned by Commissioner District 4 Jami Clark to approve Consent Agenda items a, b, d, e, and f. The motion was seconded by Commissioner District 2 Felix Herrera.

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

Vote: 6 - 0 CARRIED

- 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)

Vote: 6 - 0 CARRIED

- 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)

This item was pulled by Mayor Dedrick D. Johnson.

Olga Rodriguez, LULAC Council 255 Board Secretary, thanked the Commission for considering this grant and thanked Commissioner Abel Garza, Jr. for sponsoring it.

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

Vote: 6 - 0 CARRIED

- 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)

Vote: 6 - 0 CARRIED

- 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)

Vote: 6 - 0 CARRIED

- 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)

Vote: 6 - 0 CARRIED

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)

Motion by Commissioner District 2 Felix Herrera, Seconded by Commissioner District 3 Dorthea Jones Pointer

Vote: 6 - 0 CARRIED

11. ADJOURNMENT

Having no further business, Commissioner District 2 Felix Herrera made a MOTION to ADJOURN at 5:55 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

(7) (b)

Meeting Date: 02/21/2024

agreement between WCID No. 1 and COTC to amend & restate the Out of District Water and Sewer Agreement

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider approval of an agreement between WCID No. 1 and the City of Texas City to amend and restate the Out of District Water and Sewer Agreement.

BACKGROUND (Brief Summary)

This Agreement amends and restates the Out of District Water and Sewer Agreement dated September 17, 1990 that expired by its terms on September 17, 2020. To avoid an interruption of services to Non-District Customers, the parties are voluntarily continuing to abide by the terms of the expired agreement through February 29, 2024

RECOMMENDATION

Staff recommend the City Commission of the City of Texas City, Texas, hereby authorizes the amendments and reinstates the Out of District Water and Sewer Interlocal Agreement for an initial term of five (5) years with automatic renewals upon the end of the initial five-year term on December 31, 2028, and for successive one-year periods thereafter unless the City or District gives the other party one-year written notice of termination or non-renewal.

Fiscal Impact

Attachments

FINAL Agreement w WCID No. 1

Exhibit A - Customer List as of 3.1.2024

Exhibit B - Map of Service Area

**AMENDED AND RESTATED OUT OF DISTRICT
WATER AND SEWER INTERLOCAL AGREEMENT**
(“Amended and Restated Agreement No. 1”)

*THE STATE OF TEXAS,
CITY OF TEXAS CITY,
COUNTY OF GALVESTON.*

THIS AGREEMENT is entered into with an Effective Date of March 1, 2024, by and between **GALVESTON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1**, a conservation and reclamation district of Galveston County, Texas (“District”) and the **CITY OF TEXAS CITY, TEXAS** (“City”) a home-rule municipal corporation situated in Galveston County, Texas, duly organized and existing under its charter and the Constitution and Laws of the State of Texas, acting herein by and through its duly authorized officers.

This Agreement amends and restates the Out of District Water and Sewer Agreement dated September 17, 1990, that expired by its terms on September 17, 2020. To avoid an interruption of services to Non-District Customers, the parties voluntarily continued to abide by the terms of the expired agreement through February 29, 2024.

DEFINITIONS

In-District Customers: Those customers located within the boundaries of the District shall be referred to as In-District customers. Some In-District Customers may also be located within the boundaries of the City on property that was annexed into the District on or before the Effective Date of this Amended and Restated Agreement No. 1 (this “Agreement”).

Non-District Customers: Those customers served water and/or sewer service by the District but located within the boundaries of the City on property that has NOT been annexed into the District on the Effective Date of this Agreement. Such customers shall be referred to as Non-District customers. A list of the Non-District Customers as of the Effective Date of this Agreement is attached here to as Exhibit A.

New Customers refers to all of the following: (1) Those customers who are replacing as successors in ownership of any of those customers who are listed on Exhibit A as Non-District Customers covered by and included in this Agreement. (2) Any customer whose property receives water or sewer service from the District as of the Effective Date of this

Agreement but is NOT listed on the attached **Exhibit A**. (3) Any customer seeking new water or sewer service for any property within the boundaries of the City NOT listed on the attached Exhibit A shall be deemed a New Customer for purposes of this Agreement. (4) Any other customer whose property receives water or sewer service from the District and whose property is within the boundaries of the City and who is not listed by both name and address on the attached Exhibit A as of the Effective Date of this Agreement.

Service Area: All that property which has been legally platted for subdivision lots and or individual homesites as of September 17, 2020 and located within the boundaries of the City of Texas City and wholly lying or partially lying in the following described area: A strip of land parallel to Hughes Road, the East-West section of Humble Camp Road (from Highway 3 to Lunning Drive), Melody Lane, and Rice Road extending from the centerline of said road a distance of 300 feet herein; as described on attached **Exhibit B**.

ARTICLE I BACKGROUND

The City does not presently have water and sewer facilities extended to the Service Area due to its remote location from existing City facilities. The District, which is located adjacent to the Service Area, has surplus water to sell and has surplus capacity in its existing sewage system and treatment plant and is desirous and willing to sell such water and to treat the sewage of the property owners and residents located in the Service Area where feasibly possible to do so.

On or before September 17, 1990, the District had water and sewer supply agreements with several individual property owners and residents located in the Service Area.

The City approved these existing services and had assisted the District in supplying and maintaining some of the facilities necessary for providing these services.

The City and District desired to continue the above-described arrangements for a period of 30 years and entered into the September 17, 1990, Agreement, which agreement expired by its terms on September 17, 2020. To avoid an interruption of service to the Non-District Customers the parties voluntarily continued to abide by the terms of the expired agreement to and through February 29, 2024. The parties desire to replace said expired agreement as of the Effective Date with this Amended and Restated Agreement No. 1, to wit, the District agrees to continue to provide water and sewer services to the Non-District customers listed on the attached **Exhibit A**, as it may be amended from time to time, under the following conditions:

ARTICLE II SERVICE AGREEMENT

The District agrees to sell and deliver water to and agrees to collect and treat all sanitary sewer generated from the Non-District customers that meet the conditions of this Agreement. This Agreement is limited only to those customers now connected and serviced by the District within the Service Area as of the Effective Date and listed by name and address on **Exhibit A**. Any Non-District Customer replaced by a New Customer shall be deleted from **Exhibit A** within 30 days after the New Customer is added to the District's utility billing system.

All New Customers must apply for annexation into the District within 15 days of applying for water and/or sewer service from the District as they will not be covered by this Agreement. The District will waive the annexation application fee for petitions filed within said 15 days for any New Customer replacing a Non-District Customer at the address listed for said Non-District Customer on **Exhibit A**.

The District will continue to charge those customers on the Non-District Customer listed by name and address on **Exhibit A** for delivery of water and collection of sanitary sewer at the identical rates charged to a similar In-District Customer.

Texas City will continue to provide fire service to the Service Area.

Texas City will continue to provide garbage service to the Service Area with exception to those single-family residents on the following streets: Melody Ln., Rice Rd., Lost Ln., Krueger Dr., Onieda St., and Johnson St. The fee charged by the District for garbage service to the single-family residents on these streets will be the same as charged to the other single-family residents of the District. The differentiation of responsibility for provision of garbage service in the Service Area is unchanged from that agreed to in 2020.

The District remains responsible for readings of water meters, and, monthly billing and collections services as other customers of the District. The District shall furnish and install, at the point of delivery, the necessary taps, connections, equipment, and devices for measuring properly the quantity of water delivered under this Agreement to the customer. Such meter or other equipment so installed shall remain the property of the District. The customer shall pay the cost of the customer's private water and sewer facilities located on the customer's property up to the District's meter at the same rates charged other customers of the District.. All water delivered herein shall conform to the standards of the Texas Commission on Environmental Quality for public water.

If, however, a Non-District Customer is removed from Exhibit A and is not annexed into the District, then at that time the District will charge the customer the District's standard out of district customer rate for water and sewer service.

ARTICLE III. MAINTENANCE AGREEMENT

The City will not be required to furnish any further materials, labor, equipment, maintenance, or operations necessary for service and maintenance of the Non-District customers. The District shall henceforth provide all maintenance and operations of the system necessary to provide the same water and sanitary sewer services to these Non-District Customers as is provided to all the District's In-District customers.

In exchange for the District providing the above maintenance and operations of the system, the District will invoice and the City of Texas City will pay an annual "Out-of-District" (hereinafter referred to as the ODC) fee; invoiced and paid quarterly. For the first year of this Agreement (1-1-2024 thru 12-31-2024) the ODC fee shall be equal to 1) the total 2023 taxable value, as defined by Texas Tax Code Section 1.04, of the Non-District Customers' property as listed on the Galveston County Central Appraisal District website as of 9.30.2023, 2) multiplied by District's 2024 property tax rate per \$100 valuation. A spreadsheet of said customers and calculation of said ODC fee is attached as **Exhibit A**. For each subsequent year of the Agreement, the ODC fee shall be equal to the prior year taxable property value of the updated list of Non-District Customers' property multiplied by the District's adopted tax rate. (for example, for 1-2-2025 through 12-31-2025, the ODC fee will be the total 2024 taxable value as of 9.30.2024 for the updated Non District Customer list multiplied by District's property tax rate for 2025.).

The Non-District Customer List, **Exhibit A**, shall be updated no later than June 1 of each calendar year. The District shall provide the City with an estimate of the next annual fee on or before July 1 of each calendar year for the City's budget purposes. Notwithstanding such estimate, the City shall be responsible for payment to the District of the actual annual fee as calculated in accordance with this Agreement.

The District shall invoice the City for one fourth of the annual ODC fee on a quarterly basis on or about January 1, 2024, April 1, 2024, July 1, 2024 and October 1, 2024 and on or about each such date of each subsequent year. The City agrees to pay the out of district fee within thirty days of invoice and in accordance with the Texas Prompt Payment Act.

ARTICLE IV. TRANSFER OF CUSTOMERS

If at any time the City decides to provide water and sewer service to Non-District Customer(s), the City will give the District at least twelve months advance written notice. These Non-District Customers will then be served by the City, and they will be deleted from the District's customer list and the City's monthly fee paid to the District will be adjusted accordingly. All existing water and sewer facilities located in the public right-of-way or public easements within the boundaries of the City and used by the District only to provide said services to Non-District Customers located in public right-of-way or easements and within the corporate limits of Texas City will at that time become the property of the City with two exceptions. 1) the District's water meters and end-points on all Non-District customers, and, 2), those District water and sewer lines that serve In-District customers remain the property of the District. The parties agree to document each conveyance of water and sewer facilities by a bill of sale. The District's water meters and end points will be promptly returned to the District after the City installs their own water meters.

ARTICLE V. TERM; RENEWAL.

This Agreement shall be for an initial term of five (5) years and shall automatically renew upon the end of the initial five-year term on December 31, 2028, for successive one-year periods unless the City or District gives the other party one-year written notice of termination or non-renewal. Either party may terminate this Agreement upon one-year written notice to the other party.

ARTICLE VI. ASSIGNMENT; NO THIRD PARTY BENEFICIARIES.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but this Agreement shall not be assignable by the District without prior written consent of the City and shall not be assignable by the City without the prior written consent of the District. Whenever reference is made in this Agreement to either party hereto, such reference shall be deemed to include, wherever applicable, a reference to the successors and assigns of such party. This Agreement is not intended to, and shall not be construed to, benefit any person other than the City and District who are the only parties hereto.

ARTICLE VII. OTHER PROVISIONS

This Agreement has been authorized by the governing body of each party. All payments provided for by this Agreement have been budgeted and will be made from current revenues available to the paying party. The parties agree that the contractual payments provided for by this Agreement will fairly compensate the parties for the services and functions performed under this Agreement. The parties agree that the law of Texas is applicable to this Agreement, and that venue for any claim arising under this Agreement shall lie exclusively in the courts located in Galveston County, Texas.

ARTICLE VIII. SEVERANCE.

If any provision of this Agreement or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this contract are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original.

CITY OF TEXAS CITY, TEXAS

BY: _____

Mayor of the City of Texas City, Texas

Date: _____

ATTEST:

City Secretary

GALVESTON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 1

BY: _____

President, Board of Directors

Date: _____

ATTEST:

Secretary, Board of Directors

APPROVED AS TO FORM:

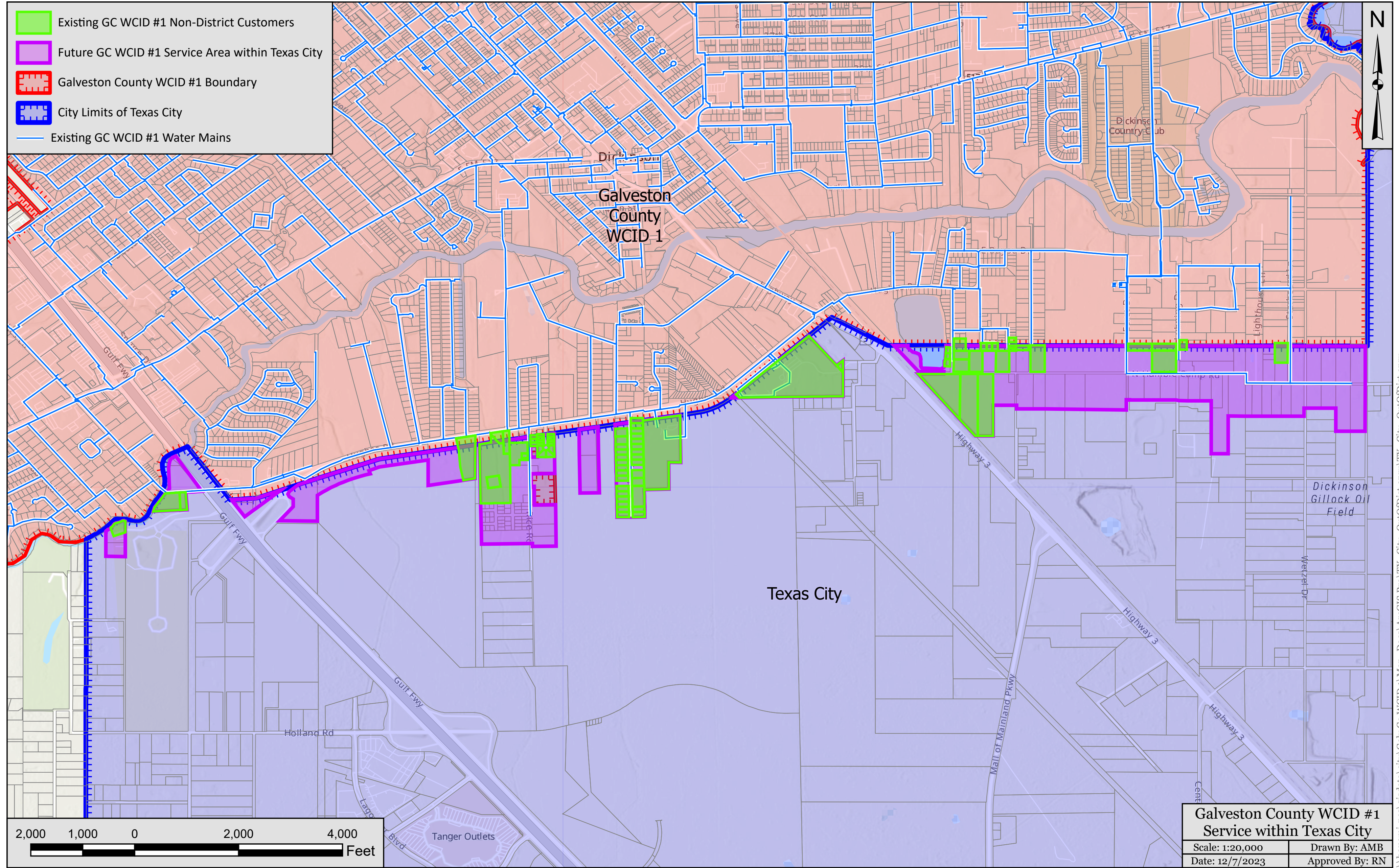
City Attorney

| Account Number | First Name | Last Name | Physical Address | GCAD Property ID | WCID #1 2023 Tax Rate | 2023 GCAD Assessed Value | Annual WCID #1 Tax Amount | Monthly Equalization Fee |
|--|----------------|---------------------|--|------------------|-----------------------------|--------------------------------|---------------------------------|--------------------------------|
| HUGHES ROAD | | | | | | | | |
| 020-0022240-004 | MARJORIE | PARKER | 1414 HUGHES RD DICKINSON, TX 77539 | 383531 | 0.256991 | \$263,033 | \$675.97 | \$56.33 |
| 020-0022250-000 | DAWN | SIMS | 1514 HUGHES RD DICKINSON, TX 77539 | 153965 + 520266 | 0.256991 | \$195,673 | \$502.86 | \$41.91 |
| 023-0075920-003 | / RICHARD COOK | LEONETTI PROPERTIES | 14001 W HUGHES RD DICKINSON, TX 77539 | 154151 | 0.256991 | \$172,000 | \$442.02 | \$36.84 |
| 023-0075900-001 | RICHARD | COOK | 14009 W HUGHES RD DICKINSON, TX 77539 | 154150 | 0.256991 | \$602,000 | \$1,547.09 | \$128.92 |
| HUMBLE CAMP ROAD | | | | | | | | |
| 022-0024161-002 | SHARRON | PEACOCK | 8502 HUMBLE CAMP EXT RD TEXAS CITY, TX 77539 | 228151 | 0.256991 | \$324,679 | \$834.40 | \$69.53 |
| 022-0024156-001 | MICHAEL | RICE | 8515 HUMBLE CAMP EXT RD TEXAS CITY, TX 77539 | 228557 | 0.256991 | \$305,340 | \$784.70 | \$65.39 |
| 022-0024159-000 | FLORINE | HENSARLING | 8520 HUMBLE CAMP EXT RD TEXAS CITY, TX 77539 | 228150 | 0.256991 | \$253,724 | \$652.05 | \$54.34 |
| 022-0024148-001 | CHARLOTTE | PESCH | 8521 HUMBLE CAMP EXT RD TEXAS CITY, TX 77539 | 228556 | 0.256991 | \$221,381 | \$568.93 | \$47.41 |
| 022-0024147-001 | RICHARD | MELVIN | 8601 HUMBLE CAMP EXT RD TEXAS CITY, TX 77539 | 290105 | 0.256991 | \$224,280 | \$576.38 | \$48.03 |
| 022-0024583-011 | TAYLOR | SUMRALL | 10502 N HUMBLE CAMP RD TEXAS CITY, TX 77539 | 228048 | 0.256991 | \$180,000 | \$462.58 | \$38.55 |
| 022-0024399-003 | TREZLYN | DELESANDRI | 10702 N HUMBLE CAMP RD TEXAS CITY, TX 77539 | 228157 | 0.256991 | \$308,816 | \$793.63 | \$66.14 |
| 022-0024160-009 | MARIA | ALVARADO | 10802 N HUMBLE CAMP RD TEXAS CITY, TX 77539 | 228166 | 0.256991 | \$319,820 | \$821.91 | \$68.49 |
| 022-0024172-001 | AMOS | JOHNSON | 10815 N HUMBLE CAMP RD TEXAS CITY, TX 77539 | 228219 | 0.256991 | \$291,830 | \$749.98 | \$62.50 |
| connected to 10815 N Humble Camp's private service | | | 10811 N HUMBLE CAMP RD TEXAS CITY, TX 77539 | 228220 | 0.256991 | \$328,975 | \$845.44 | \$70.45 |
| connected to 10815 N Humble Camp's private service | | | 10801 N HUMBLE CAMP RD TEXAS CITY, TX 77539 | 228021 | 0.256991 | \$401,310 | \$1,031.33 | \$85.94 |
| 022-0024235-003 | LEANNE | BRASINGTON | 10002 N HUMBLE CAMP RD TEXAS CITY, TX 77539 | 227931 | 0.256991 | \$346,859 | \$891.40 | \$74.28 |
| LOST LANE | | | | | | | | |
| 020-8101003-002 | GYORGYIKE | KALMAN | 8101 LOST LN DICKINSON, TX 77539 | 434904 | 0.256991 | \$330,970 | \$850.56 | \$70.88 |
| 020-8102002-001 | TRACI | STANTON | 8102 LOST LN DICKINSON, TX 77539 | 434903 | 0.256991 | \$361,540 | \$929.13 | \$77.43 |
| account currently vacant | | | 8103 LOST LN DICKINSON, TX 77539 | 434905 | 0.256991 | \$29,880 | \$76.79 | \$6.40 |
| 020-8104003-000 | LARRY | CROW JR | 8104 LOST LN DICKINSON, TX 77539 | 434902 | 0.256991 | \$450,950 | \$1,158.90 | \$96.58 |
| 020-8105002-001 | DAVID | HARKLEROAD | 8105 LOST LN DICKINSON, TX 77539 | 434850 | 0.256991 | \$377,747 | \$970.78 | \$80.90 |
| 020-8106001-001 | STANLEY | BROOM | 8106 LOST LN DICKINSON, TX 77539 | 434857 | 0.256991 | \$237,357 | \$609.99 | \$50.83 |
| 020-8107002-002 | KIRK | IVES | 8107 LOST LN DICKINSON, TX 77539 | 434849 | 0.256991 | \$253,350 | \$651.09 | \$54.26 |
| 020-8108003-003 | EVA | NARVAEZ | 8108 LOST LN DICKINSON, TX 77539 | 434856 | 0.256991 | \$284,078 | \$730.05 | \$60.84 |
| 020-8109003-002 | ANDREI / | GUTUL | 8109 LOST LN DICKINSON, TX 77539 | 434848 | 0.256991 | \$199,333 | \$512.27 | \$42.69 |
| 020-8110001-001 | HELEN | HYMEL | 8110 LOST LN DICKINSON, TX 77539 | 434855 | 0.256991 | \$332,540 | \$854.60 | \$71.22 |
| 020-8111001-003 | CARRIE | FARRAR | 8111 LOST LN DICKINSON, TX 77539 | 434847 | 0.256991 | \$226,390 | \$581.80 | \$48.48 |
| 020-8112000-004 | KYLE | PAZDERA | 8112 LOST LN DICKINSON, TX 77539 | 434854 | 0.256991 | \$199,285 | \$512.14 | \$42.68 |
| MELODY LANE | | | | | | | | |
| 020-0022555-003 | WESLEY | NEWMAN | 7704 MELODY LN DICKINSON, TX 77539 | 154316 | 0.256991 | \$136,814 | \$351.60 | \$29.30 |
| 020-0022545-008 | JEVON | MILLER | 7705 MELODY LN DICKINSON, TX 77539 | 388956 | 0.256991 | \$133,619 | \$343.39 | \$28.62 |
| 020-0022557-003 | AMELINDA | NITZSCHKE | 7708 MELODY LN DICKINSON, TX 77539 | 154314 | 0.256991 | \$284,300 | \$730.63 | \$60.89 |
| 020-0022544-007 | THOMAS | HALL | 7709 MELODY LN DICKINSON, TX 77539 | 154313 | 0.256991 | \$170,779 | \$438.89 | \$36.57 |
| 020-0022539-003 | ROBERT | GILBERT | 7801 MELODY LN DICKINSON, TX 77539 | 154311 | 0.256991 | \$181,149 | \$465.54 | \$38.79 |
| 020-0022538-008 | ALTON | MEYER III | 7805 MELODY LN DICKINSON, TX 77539 | 154309 | 0.256991 | \$158,070 | \$406.23 | \$33.85 |
| 020-0022537-004 | PHILLIP | ANDREWS | 7807 MELODY LN DICKINSON, TX 77539 | 307557 | 0.256991 | \$216,327 | \$555.94 | \$46.33 |
| 020-0022562-000 | FRANK | RESTIVO | 7808 MELODY LN DICKINSON, TX 77539 | 154308 | 0.256991 | \$290,677 | \$747.01 | \$62.25 |
| 020-0022535-008 | C | HARVEY | 7813 MELODY LN DICKINSON, TX 77539 | 154302 | 0.256991 | \$125,659 | \$322.93 | \$26.91 |
| 020-0022568-008 | ALVIN R / | HEITMANN | 7904 MELODY LN DICKINSON, TX 77539 | 154303 | 0.256991 | \$175,111 | \$450.02 | \$37.50 |

| | | | | | | | | |
|--|----------|---------------|---------------------------------------|-----------------|----------|-----------|------------|----------|
| 020-0022530-007 | JOSHUA | RINGLEBEN | 7905 MELODY LN DICKINSON, TX 77539 | 154301 | 0.256991 | \$229,383 | \$589.49 | \$49.12 |
| 020-0022569-002 | LEANNE | SEIDENSTICKER | 7908 MELODY LN DICKINSON, TX 77539 | 154300 | 0.256991 | \$185,954 | \$477.89 | \$39.82 |
| 020-0022526-003 | GERALD | SHERK JR | 7909 MELODY LN DICKINSON, TX 77539 | 154299 | 0.256991 | \$133,034 | \$341.89 | \$28.49 |
| 020-0022525-003 | CLAYTON | RAEMSCH | 8001 MELODY LN DICKINSON, TX 77539 | 154297 | 0.256991 | \$204,490 | \$525.52 | \$43.79 |
| 020-0022572-009 | PAMELA | WARWICK | 8004 MELODY LN DICKINSON, TX 77539 | 154296 | 0.256991 | \$187,000 | \$480.57 | \$40.05 |
| 020-0022524-009 | KIMBERLY | PETTIGREW | 8005 MELODY LN DICKINSON, TX 77539 | 154295 | 0.256991 | \$137,519 | \$353.41 | \$29.45 |
| 020-0022574-004 | PATTY | SHERBORNE | 8008 MELODY LN DICKINSON, TX 77539 | 154294 | 0.256991 | \$230,870 | \$593.32 | \$49.44 |
| 020-0022522-006 | WILLIAM | OAKES JR | 8009 MELODY LN DICKINSON, TX 77539 | 154293 | 0.256991 | \$185,714 | \$477.27 | \$39.77 |
| 020-0022576-002 | RANDALL | SANCHEZ | 8104 MELODY LN DICKINSON, TX 77539 | 154292 | 0.256991 | \$107,039 | \$275.08 | \$22.92 |
| 020-0022521-013 | JULIE | HUMPHRIES | 8105 MELODY LN DICKINSON, TX 77539 | 154291 | 0.256991 | \$194,623 | \$500.16 | \$41.68 |
| 020-0022578-008 | AUSTIN | RUSSELL | 8108 MELODY LN DICKINSON, TX 77539 | 154290 | 0.256991 | \$148,526 | \$381.70 | \$31.81 |
| 020-0022520-008 | JOANNA | HUDDLESTON | 8109 MELODY LN DICKINSON, TX 77539 | 154289 | 0.256991 | \$168,577 | \$433.23 | \$36.10 |
| 020-0022579-009 | RONALD | LINA | 8112 MELODY LN DICKINSON, TX 77539 | 154288 | 0.256991 | \$149,391 | \$383.92 | \$31.99 |
| 020-0022580-000 | WILLIAM | ROWE | 8118 MELODY LN DICKINSON, TX 77539 | 154286 | 0.256991 | \$160,571 | \$412.65 | \$34.39 |
| 020-0022518-002 | MIGUEL | RIVERA | 8201 MELODY LN DICKINSON, TX 77539 | 154285 | 0.256991 | \$180,377 | \$463.55 | \$38.63 |
| 020-0022582-006 | GARY | HALL | 8204 MELODY LN DICKINSON, TX 77539 | 154284 | 0.256991 | \$152,493 | \$391.89 | \$32.66 |
| 020-0022516-016 | STACEY | LANGE | 8205 MELODY LN DICKINSON, TX 77539 | 154283 | 0.256991 | \$287,683 | \$739.32 | \$61.61 |
| 020-0022583-000 | ROBERT | JOHNSON II | 8206 MELODY LN DICKINSON, TX 77539 | 154282 | 0.256991 | \$125,980 | \$323.76 | \$26.98 |
| currently not listed in District's ODC but will moving forward | | | 5705 MELODY LN DICKINSON, TX 77539 | 154278 + 154279 | 0.256991 | \$174,728 | \$449.04 | \$37.42 |
| RICE ROAD | | | | | | | | |
| 020-0022418-004 | VICKEY | ROOME | 8005 RICE RD TEXAS CITY, TX 77539 | 609652 | 0.256991 | \$239,220 | \$614.77 | \$51.23 |
| 020-0022417-002 | SYLVIA | OCALLAGHAN | 8015 RICE RD #1 TEXAS CITY, TX 77539 | 609651 | 0.256991 | \$177,760 | \$456.83 | \$38.07 |
| 020-0022416-008 | KAYLOR | KEY | 8015 RICE RD #2 TEXAS CITY, TX 77539 | 406231 | 0.256991 | \$5,960 | \$15.32 | \$1.28 |
| 020-0022415-018 | DUSTIN | TOUCHTON | 8015 RICE RD #3 TEXAS CITY, TX 77539 | 713873 | 0.256991 | \$5,310 | \$13.65 | \$1.14 |
| 020-0022414-019 | ADRIANE | PEREZ | 8015 RICE RD #4 TEXAS CITY, TX 77539 | 434571 | 0.256991 | \$3,880 | \$9.97 | \$0.83 |
| 020-0022413-005 | DAVID | HARKLEROAD | 8015 RICE RD #5 TEXAS CITY, TX 77539 | 421997 | 0.256991 | \$13,030 | \$33.49 | \$2.79 |
| 020-0022412-010 | BEVERLY | WICKIZER | 8015 RICE RD #6 TEXAS CITY, TX 77539 | 430731 | 0.256991 | \$3,328 | \$8.55 | \$0.71 |
| 020-0022410-005 | BRANDON | WILLIAMS | 8015 RICE RD #7 TEXAS CITY, TX 77539 | 438009 | 0.256991 | \$3,990 | \$10.25 | \$0.85 |
| 020-0022409-004 | FRED | LYLES | 8015 RICE RD #8 TEXAS CITY, TX 77539 | 408861 | 0.256991 | \$12,040 | \$30.94 | \$2.58 |
| 020-0022407-006 | DAVID | HARKLEROAD | 8015 RICE RD #10 TEXAS CITY, TX 77539 | 278756 | 0.256991 | \$5,160 | \$13.26 | \$1.11 |
| 020-0022406-008 | ROBERT | CLARK | 8015 RICE RD #11 TEXAS CITY, TX 77539 | 434573 | 0.256991 | \$3,490 | \$8.97 | \$0.75 |
| 020-0022405-009 | JEFFREY | CLONINGER | 8015 RICE RD #12 TEXAS CITY, TX 77539 | 398599 | 0.256991 | \$8,320 | \$21.38 | \$1.78 |
| 020-0022404-002 | MANUELA | CARLOS | 8015 RICE RD #13 TEXAS CITY, TX 77539 | 354067 | 0.256991 | \$6,640 | \$17.06 | \$1.42 |
| 020-0022403-001 | LEONARD | DIERLAM | 8015 RICE RD #14 TEXAS CITY, TX 77539 | 367350 | 0.256991 | \$3,500 | \$8.99 | \$0.75 |
| 020-0022402-017 | JANICE | OCALLAGHAN | 8015 RICE RD #15 TEXAS CITY, TX 77539 | 434574 | 0.256991 | \$2,490 | \$6.40 | \$0.53 |
| 020-0022401-016 | KAREN | OCALLAGHAN | 8015 RICE RD #16 TEXAS CITY, TX 77539 | 434575 | 0.256991 | \$4,090 | \$10.51 | \$0.88 |
| 020-0022430-008 | KAREN | O'CALLAGHAN | 8015-A RICE RD TEXAS CITY, TX 77539 | 409832 | 0.256991 | \$45,351 | \$116.55 | \$9.71 |
| 020-8110010-003 | TIMOTHY | JOHNSON JR | 8110 RICE RD TEXAS CITY, TX 77539 | 434842 | 0.256991 | \$223,169 | \$573.52 | \$47.79 |
| MISCELLANEOUS STREETS | | | | | | | | |
| 023-0075930-001 | DALISAY | MEINECKE | 7800 BENSON RD TEXAS CITY, TX 77539 | 154264 | 0.256991 | \$487,984 | \$1,254.07 | \$104.51 |
| 022-0024196-002 | JOSE | CASTRO | 8602 ECLET DR TEXAS CITY, TX 77539 | 364695 | 0.256991 | \$419,570 | \$1,078.26 | \$89.85 |
| 022-0024367-000 | JANIE | ARCINIEGA | 4695 JOHNSON ST DICKINSON, TX 77539 | 228441 + 367812 | 0.256991 | \$241,768 | \$621.32 | \$51.78 |
| account currently vacant | | | 3300 JOHNSON ST DICKINSON, TX 77539 | 228442 + 367814 | 0.256991 | \$164,577 | \$422.95 | \$35.25 |
| 022-0024582-005 | THOMAS | CLOUDT | 5224 KRUEGER DR DICKINSON, TX 77539 | 228040 | 0.256991 | \$70,411 | \$180.95 | \$15.08 |
| 022-0024279-003 | CYNTHIA | DEVRIES | 8619 LUHNING DR DICKINSON, TX 77539 | 375015 | 0.256991 | \$221,670 | \$569.67 | \$47.47 |
| 022-0024280-002 | PEGGY | BURKS | 8620 LUHNING DR DICKINSON, TX 77539 | 227959 + 227960 | 0.256991 | \$302,133 | \$776.45 | \$64.70 |

| | | | | | | | | |
|--|----------|---------------|---------------------------------------|-----------------|----------|-----------|--------------------|-------------------|
| 022-0024397-011 | AMY | GONZALES | 110 ONEIDA ST DICKINSON, TX 77539 | 228459 | 0.256991 | \$97,242 | \$249.90 | \$20.83 |
| 022-0024400-001 | GILBERTO | GONZALES | 5414 ONEIDA ST DICKINSON, TX 77539 | 228467 | 0.256991 | \$68,771 | \$176.74 | \$14.73 |
| 022-0024398-026 | PERLA | CAMACHO LOPEZ | 8610 ONEIDA ST DICKINSON, TX 77539 | 228460 | 0.256991 | \$131,080 | \$336.86 | \$28.07 |
| 022-0024334-001 | TERRI | SPRUIELL | 8501 STARBOARD LN DICKINSON, TX 77539 | 361679 + 363611 | 0.256991 | \$705,944 | \$1,814.21 | \$151.18 |
| TOTAL WCID #1 TAX AMOUNT FOR TEXAS CITY ODC ACCOUNTS: | | | | | | | \$43,476.39 | \$3,623.03 |

- Existing GC WCID #1 Non-District Customers
- Future GC WCID #1 Service Area within Texas City
- Galveston County WCID #1 Boundary
- City Limits of Texas City
- Existing GC WCID #1 Water Mains



**Galveston County WCID #1
Service within Texas City**

| | |
|-----------------|-----------------|
| Scale: 1:20,000 | Drawn By: AMB |
| Date: 12/7/2023 | Approved By: RN |

\\houcmi-pcs\gisdata\city\Galv Co WCID 1\Map_Docs\ArcGIS Pro\TX_City_OutOfDist.aprx\TX_City_OutOfDist.aprx

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 02/21/2024

Consider and take action on the Lakeside Bayou, LLC - First Amendment to Utility Services Agreement

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on the Lakeside Bayou, LLC - First Amendment to Utility Services Agreement.

BACKGROUND (Brief Summary)

The amendment increases the number of water and sewer connections(ESFCs) reserved for Phase I of the Lakeside Bayou Subdivision from 225 to 232, but does not increase the overall number of connections (ESFCs) which remains 1200. The amendment also extends the time for the reservation of the 232 to four years from the date of master plan approval which was August 18, 2021. The extended reservation deadline will be August 18, 2024.

The Utility Services agreement between the City, GCMUD 53 and Developer provides for the design, construction and funding of water and sewer infrastructure for the Lakeside Bayou Subdivision, a 438 acre development being subdivided to a maximum of 1200 single family residential lots and with 12,8 acres reserved for commercial development.

RECOMMENDATION

Staff recommend approval of the First Amendment to the Utility Services Agreement with GCMUD 53 and Developer for the Lakeside Bayou Subdivision. The city's water and sewer systems have existing capacity to provide the increased number of connections required for Phase I (232 ESFCs). Other development in the area will not be delayed by extending the reservation of this capacity until August 18, 2025. Developer has been working diligently to move forward with the development and has provided evidence that it is ready to proceed with construction of infrastructure in early 2024,

Fiscal Impact

Attachments

First Amendment to USA (Texas City and Galveston MUD 53) November 2023 Draft - 2.13.2024

**FIRST AMENDMENT TO
UTILITY SERVICES AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

THIS **FIRST AMENDMENT TO UTILITY SERVICES AGREEMENT** (this “First Amendment”) is made and entered into on this ____ day of _____, 2024, by and between **THE CITY OF TEXAS CITY, TEXAS**, a home rule municipality located in Galveston County, Texas (the “City”), **LAKESIDE BAYOU, LLC**, a Texas limited liability company (the “Developer”), and **GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 53** (“GC 53”), a body politic and corporate and a political subdivision of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended (the “District”) (the City, the Developer and the District collectively referred to herein as the “Parties”).

RECITALS:

WHEREAS, the City, the District and 418 Southlake, Ltd. (“**418**”) entered into that certain Utility Services Agreement dated August 18, 2021 (the “**USA**”), related to and concerning the provision of water and wastewater utility services to an approximately 423.68-acre tract of land (the “**Property**”) comprising the District and within the corporate boundaries of the City (the “**USA**”); and

WHEREAS, the Developer assumed all of 418’s rights, duties and obligations under the USA by that certain Assignment and Assumption of Utility Services Agreement dated December 21, 2022; and

WHEREAS, the City, the District and the Developer desire to amend the USA to (1) increase the number of equivalent single-family connections (“ESFCs”) immediately available to the Property for the initial connection of the District System to the Points of Water and Wastewater Connection (each as defined in the USA) from 225 ESFCs to 232 ESFCs; and (2) extend the term of the initial capacity reservation to the Property for an additional two (2) years.

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

1. Recitals Incorporated. The foregoing recitals of this First Amendment are hereby found and declared to be true and correct and are hereby incorporated into the body of this First Amendment as if copied in their entirety, and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

2. Capitalized Terms. Capitalized terms used in this First Amendment shall have the meanings assigned to them in the USA, unless otherwise defined or the context clearly requires otherwise.

3. Increase of Initial ESFCs; Extension of Initial Capacity Reservation. Section 2.2 of the USA is amended to read in its entirety as follows:

“2.2 Capacity Reservation. Upon approval and acceptance of this Agreement, the City shall reserve and make 232 ESFCs available to the Property immediately for the initial connection of the District System to the Points of Water and Wastewater Connection; provided, however, the City shall not be obligated to reserve such 232 ESFCs for the Property if the District has not commenced construction of the District System within four (4) years of the date of Master Plan Approval for the Property. [The parties acknowledge August 18, 2021 as the date of Master Plan Approval by the City Commission.](#) The City also agrees to provide a minimum of an additional 968 ESFCs of both water and wastewater capacity to serve the Property, subject to the payment of the applicable water and wastewater impact fees and the provisions set forth in Section 2.8. Water and wastewater impact fees will be paid at the time of issuance of a building permit for the applicable residential lot or commercial property.”

4. Effect of Amendment. This First Amendment is intended to modify the provisions of the USA only to the extent expressly set forth herein. This First Amendment evidences the mutual understanding of the Parties only to those certain matters relating to the USA, and to the extent expressly set forth herein. All other terms, covenants, provisions, agreements, and conditions set forth in the USA are hereby ratified and confirmed, except as expressly hereby modified.

5. Conflicts. To the extent that any provision contained in this First Amendment conflicts with a provision in the USA, the provision contained in this First Amendment shall supersede and control over the conflicting provision contained in the USA.

6. Execution and Counterparts. This First Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one First Amendment. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties have executed this First Amendment in multiple copies, each of which shall be deemed an original, as of the date first noted above.

THE CITY:

CITY OF TEXAS CITY, TEXAS

By: _____

ATTEST:

By: _____

THE DEVELOPER:

LAKESIDE BAYOU, LLC,
a Texas limited liability company

By: United Development Funding, L.P.,
a Delaware limited partnership
Its: Managing Member

By: United Development Funding, Inc.,
a Delaware Corporation
Its: General Partner

By: _____
Name: _____
Title: _____

THE DISTRICT:

GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 53

By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

CITY COMMISSION REGULAR MTG

(7) (d)

Meeting Date: 02/21/2024

Bid No. 2024-001 Water and Sewer Line Repair Materials Annual Contract

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

Department: Public Works

Information

ACTION REQUEST

Approve and award bid no. 2024-001 Water and Sewer Line Repair Materials Annual Contract.

BACKGROUND (Brief Summary)

On January 11th and January 18th of 2024, the Notice to Bidders was advertised in the Galveston County Daily News and bid packets were mailed out to local area vendors. Bids were received and then opened on Wednesday, January 31, 2024, at 2:00 p.m. This bid was designed to have the possibility to be split among bidders in order to give the City the best advantage.

The lowest responsible bidders that met all the specifications are listed with their sections as follows:

Coburn's Supply Company - New Caney, TX - Sections 1, 2A, 2C, 3, and 6.

Core and Main - Houston, TX - Sections 2B, 4, 5, 8, and 10.

Accurate Meter & Supply - Katy TX - Sections 7, and 9.

Funds are made available via the City of Texas City's 2023/2024 Annual Budget under the water line and sewer line maintenance.

A bid tabulation is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works and Utilities Departments to award Bid # 2024-001 Water & Sewer Line Repair Material Annual Contract, to the three (3) bidders as listed with their sections in the BACKGROUND (Brief Summary), and that the Mayor be authorized to execute a contract with each vendor on behalf of the City Commission.

Thank you

Fiscal Impact

Attachments

Exhibit A

City of Texas City

BID TABULATION

2024-001 WATER AND SEWER LINE REPAIR MATERIALS ANNUAL CONTRACT

Bid Opening: Wednesday, January 31, 2024 at 2:00 p.m.

| <u>BIDDER</u> | Ferguson | Core and Main | Accurate Meter Supply | Coburn's Supply Company |
|--------------------------|---------------|-----------------------------------|--------------------------------|-------------------------|
| Section 1 Items 1-38 | \$40,427.95 | \$34,935.50 | No Bid | \$26,831.15 |
| Section 2A Items 39-58 | \$25,113.38 | \$24,443.75 | \$23,613.68* | \$22,992.01 |
| Section 2B Items 59-66 | \$20,973.20 | \$20,960.74 | No Bid | \$19,195.26*** |
| Section 2C Items 67-72 | \$4,801.18 | \$4,853.96 | \$4,848.94 | \$4,639.30 |
| Section 3 Items 73-85 | \$6,612.01 | \$6,822.65* | \$6,707.11 | \$6,421.56 |
| Section 4 Items 86-118 | \$81,831.15 | \$81,743.75 | \$90,478.25* Item 95 Missed | \$82,213.05 |
| Section 5 Items 119- 124 | \$11,209.89 | \$9,057.80 | \$9,867.49 | \$9,437.93 |
| Section 6 Items 125-136 | \$27,214.65* | \$27,134.55 | \$29,402.50 | \$26,534.25 |
| Section 7 Items 137-150 | \$7,983.20* | \$6,595.50* | \$6,365.75 | \$7,922.20 |
| Section 8 Items 151-156 | No Bid | \$24,474.72** Only Item 156 NB | No Bid | No Bid |
| Section 9 Items 157-168 | \$30,663.95** | \$30,665.45** | \$118,403.50 | \$118,706.80 |
| Section 10 Items 169-177 | No Bid | \$35,146.25 | \$35,568.75 | \$38,040.45 |

* Corrected section total

** Some Items "No Bid" in this section

*** Wrong Fire Hydrant

CITY COMMISSION REGULAR MTG

(7) (e)

Meeting Date: 02/21/2024

Purchase and Installation of Crash Attenuator to be Mounted on Existing Truck

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

Department: Public Works

Information

ACTION REQUEST

Approve the purchase and installation of a crash attenuator to be mounted on an existing truck.

BACKGROUND (Brief Summary)

The purchase and installation of the attenuator will be made from TranTex Transportation Products, in Houston, TX., via BuyBoard contract # 703-23 for the total maximum price of \$71,350.00. This price includes \$68,850.00 for the attenuator and standard installation plus the possibility of an additional \$2,500.00 for chassis adjustment if needed.

Funds are made available through the 2023/2024 City of Texas City Annual Budget Capital Equipment and Vehicle Request Fund.

The quote is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department that the Mayor and City Commission approve this purchase.

Thank you.

Fiscal Impact

Attachments

Exhibit A



Quote

Trantex Transportation Product
 3310-D Frick Road
 Houston, TX 77086
 United States
 P: (281) 448-7711

Quote Number: QTE0007422

Quote Date: 02/13/24

Prepared By: david

Sales Rep: MARCELO

BILL TO:

City Of Texas City
 Po Box 2608
 Texas City TX 77590

SHIP TO:

ABRAHAM ZUNIGA- 409-682-6817
 City Of Texas City
 10 11th Street North
 Texas City Texas 77590

Notes:

BUYBOARD #703-23

- IF CHASSIS FRAME NEEDS TO BE ADJUSTED TO CORRECT CA, AN ADDITIONAL COST OF \$2,500 WILL BE ADDED TO ORDER TOTAL*
- PTO PROVISION REQUIRED*
- SCORPION TL3-TMA IS APPROXIMATELY 8 WEEKS OUT FROM THE FACTORY*

| Customer P.O. | Ship VIA | Terms | Shipping Terms | | |
|---|----------|-------|---------------------|----------------|--|
| | TRANTEX | NET30 | Freight Destination | | |
| Item Number | Ordered | Unit | Price | Extended Price | |
| QUOTE | 1 | EA | \$76,500.00 | \$76,500.00 | |
| CLASS 3 TMA INSTALLED | | | | | |
| TO CONSIST OF THE FOLLOWING: | | | | | |
| -17'X96" FLATBED WITH 3/16 DIAMOND DECK FLOOR, OUTSIDE POCKETS & RUB RAILS. ALL LIGHTS "LED", REFLECTORS AND MUD FLAPS. | | | | | |
| -(2) EACH "DAR" CAGES INSTALLED, ONE PER SIDE, TO ACCOMODATE DEPLOYMENT AND RECOVERY OF TRAFFIC CONTROL DEVICES, SAFETY BAR AND SWING OPEN, LOCKABLE STAKE SIDE, INDUSTRY EXCLUSIVE POCKET DOOR STORAGE | | | | | |
| QUOTE | | EA | \$0.00 | \$0.00 | |
| cont | | | | | |
| -IN-FRAME BALLAST SYSTEM TO BRING THE VEHICLE IN COMPLIANCE WITH TXDOT SPECIFICATIONS AND MANUFACTURERS RECOMMENDATIONS. THIS STYLE LEAVES THE BED CLEAR TO LEAD TCD'S OR EQUIPMENT. | | | | | |
| -FULL WIDTH HEADBOARD 1/2 AND 1/2 | | | | | |
| -STEEL STAKE PANELS ON SIDES AND ACROSS REAR, 3" CHANNEL UPRIGHTS WITH 3 SLATS, LIFT OUT, PAINTED YELLOW | | | | | |



Quote

Trantex Transportation Product
 3310-D Frick Road
 Houston, TX 77086
 United States
 P: (281) 448-7711

Quote Number: QTE0007422

Quote Date: 02/13/24

Prepared By: david

Sales Rep: MARCELO

BILL TO:

City Of Texas City
 Po Box 2608
 Texas City TX 77590

SHIP TO:

ABRAHAM ZUNIGA- 409-682-6817
 City Of Texas City
 10 11th Street North
 Texas City Texas 77590

Notes:

- BUYBOARD #703-23
- IF CHASSIS FRAME NEEDS TO BE ADJUSTED TO CORRECT CA, AN ADDITIONAL COST OF \$2,500 WILL BE ADDED TO ORDER TOTAL*
- PTO PROVISION REQUIRED*
- SCORPION TL3-TMA IS APPROXIMATELY 8 WEEKS OUT FROM THE FACTORY*

| Customer P.O. | Ship VIA | Terms | Shipping Terms |
|---------------|----------|-------|---------------------|
| | TRANTEX | NET30 | Freight Destination |

| Item Number | Ordered | Unit | Price | Extended Price |
|-------------|---------|------|-------|----------------|
|-------------|---------|------|-------|----------------|

| | | | | |
|-------|--|----|--------|--------|
| QUOTE | | EA | \$0.00 | \$0.00 |
|-------|--|----|--------|--------|

cont

-TRAFFIX BRAND SCORPION TL3-TMA. MASH COMPLIANT, COMPLETE TMA W/ (2) 90 DEGREE FOLDS, 12V ELECTRICAL MOTOR & CYL., CENTER MNT SUPPORT POST, SPLICE PLATES AND MOUNTING BOLTS, TX RED/WHITE SHEETING W/ LED LIGHTS, CONTROLS MOUNTED IN CAB.
 -REAR ARROWBOARD RAISER THAT WORKS IN CONJUNCTION WITH TMA ACTIVATION
 -4'X8', 15 LIGHT "LED" ARROWBOARD, CONTROL BOX MOUNTED IN CAB, SOLAR PANEL AND AUXILIARY BATTERY TO RUN ARROWBOARD

| | | | | |
|-------|--|----|--------|--------|
| QUOTE | | EA | \$0.00 | \$0.00 |
|-------|--|----|--------|--------|

cont

-(2) EACH ECCO "LED" AMBER MINI STROBES MOUNTED ON EACH SIDE OF HEADBOARD AND (2) EACH ECCO "LED" AMBER DIRECTIONAL STROBES MOUNTED ON REAR CORNERS OF TRUCK BED, SWITCH MOUNTED IN CAB
 -PAINT BED BLACK, ADD ANTI SLIP COATING TO FLOOR OF BED
 -WEIGHT TICKET AND CERTIFICATION

Quotations are valid for 30 days from the date of quotation.

| | |
|---------------------|--------------------|
| Net Order: | \$76,500.00 |
| Discount % | 10% |
| Less Discount: | \$7,650.00 |
| Freight: | \$0.00 |
| Sales Tax: | \$0.00 |
| Order Total: | \$68,850.00 |

Signature: _____

Printed Name: _____

1.5% FINANCE CHARGE FOR INVOICES OVER 60 DAYS.



Quote

Trantex Transportation Product
3310-D Frick Road
Houston, TX 77086
United States
P: (281) 448-7711

Quote Number: QTE0007422

Quote Date: 02/13/24

Prepared By: david

Sales Rep: MARCELO

BILL TO:

City Of Texas City
Po Box 2608
Texas City TX 77590

SHIP TO:

ABRAHAM ZUNIGA- 409-682-6817
City Of Texas City
10 11th Street North
Texas City Texas 77590

Notes:

- BUYBOARD #703-23
- IF CHASSIS FRAME NEEDS TO BE ADJUSTED TO CORRECT CA, AN ADDITIONAL COST OF \$2,500 WILL BE ADDED TO ORDER TOTAL*
- PTO PROVISION REQUIRED*
- SCORPION TL3-TMA IS APPROXIMATELY 8 WEEKS OUT FROM THE FACTORY*

| Customer P.O. | Ship VIA | Terms | Shipping Terms |
|---------------|----------|-------|---------------------|
| | TRANTEX | NET30 | Freight Destination |

| Item Number | Ordered | Unit | Price | Extended Price |
|-------------|---------|------|-------|----------------|
|-------------|---------|------|-------|----------------|

CITY COMMISSION REGULAR MTG

(7) (f)

Meeting Date: 02/21/2024

Resolution to approve a letter agreement for the deposit of funds for construction of a section of 16-inch force main for the Lago Mar East 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 letter agreement for the deposit of funds for construction of a section of 16-inch force main for the Lago Mar East Subdivision.

BACKGROUND (Brief Summary)

Lago Mar East is part of the Lago Mar Planned Unit Development originally approved by the City Commission in 2007. Lago Mar East is situated east of the Gulf Freeway and north of the extension of Holland Rd. Lago Mar East is in the process of master planning to subdivide approximately 1,167 acres into 1975 single family residential units and 64.9 acres of commercial reserve. It has been determined a 16-inch force main is necessary to provide sanitary sewer services to the area. The City is currently undertaking a project to install a 24-in force main for the Lago Mar Development situated on the west side of the Gulf Freeway. A section of the 16-in force main will be located in the same easement as the 24-in force main. The City has included installation of that section of the 16-in force main in the project for the 24-inch force main with the understanding that the developer will fully fund the installation of the 16-in force main. The estimated cost of the installation of the 16-in force main is \$1,255,107.88, which amount includes a 10% contingency. The Developer is prepared to deposit this amount with the City for administration and disbursement to the construction contractor upon construction of the 16-inch force main. The subject letter agreement provides for the deposit with and disbursement by the city of the subject funds.

RECOMMENDATION

Staff recommend approval of the letter agreement for the deposit of funds for construction of a 16-inch force main to serve Lago Mar East. Including a section of the 16-inch force main with the construction of the 24-inch force main does not significantly increase the cost of installing the 24-inch force main, but will provide some cost savings to the developer for the 16-inch force main. Including the 16-in with the construction of the 24-in will avoid disruption to the adjacent properties and residential areas. The 16-inch force main is being constructed in a public right of way. When fully constructed, the 16in force main will be donated to the City for ownership and perpetual maintenance.

A budget amendment in the amount of \$1,255,107.88 will be required to account for the deposit of funds from the developer.

Fiscal Impact

Attachments

FINAL - agreement for deposit of funds - 16 inch FM for Lago Mar East - 2.15.2024

[CITY LETTERHEAD]

February 14, 2024

545 Lago Mar East Development, Ltd
5851 San Felipe Street, Suite 800
Houston, TX 77057
Attn. Mr. Harrison Bibb

Re: Lago Mar East Offsite 16-Inch Fore Main Phase 2A; Quiddity Engineering,
Inc. Job Nos. 12020-0114-00 and 18011-0007-02

Dear Mr. Bibb:

The City of Texas City (the "City") and Lago Mar Development Authority (the "Authority"), together with 545 Lago Mar East Development, Ltd (the "Developer"), have determined that it is necessary to construct and install a 16-inch force main to serve Lago Mar East (the "Developer Project") in connection with the City's installation of a 24-inch force main to serve Lago Mar (the "Lago Mar Project" and, together with the Developer Project, the "Project"). An illustration of the Project is shown on the attached Exhibit A. The Developer has agreed to fund 100% of the costs to construct and install the Developer Project. The City has advertised for bids to install the Project and will enter into one (1) contract (the "Contract") for the Project in the amount of \$7,977,453.00.

This letter is to confirm that the Developer, within 15 calendar days of the date of this Letter Agreement and as a condition precedent to the City issuing notice to proceed under the Contract, will deposit with the City an amount equal to \$1,255,107.88 (the "Developer Construction Funds"), representing amount of the Contract attributable to the Developer Project plus a contingency of 10%. The Developer Construction Funds will be set aside in the City's account (which fund is hereinafter referred to as the "Lago Mar East Construction Fund") and will be available to make progress payments as due under the terms of the Contract for the Project. The Lago Mar East Construction Fund shall be used for no purpose other than to fund the Developer Project portion of the Contract. The City agrees to separately account for the Lago Mar East Construction Fund.

This letter is to further confirm that the Developer, within 15 calendar days of the date of this Letter Agreement and as a condition precedent to the City issuing notice to proceed under the Contract, will deposit with the Authority an amount equal to \$12,872.61 (the "Developer Management Funds"), representing the cost of construction management services to be provided for the Project. The Developer Management Funds will be set aside in the Authority's account (which fund is hereinafter referred to as the "Lago Mar East Management Fund") and will be available to make payments as due for construction management services. The Authority agrees to separately account for the Lago Mar East Management Fund.

The Developer agrees to fund all the construction and installation costs associated with the Developer Project and therefore agrees to deposit with the City, or to pay on behalf of the, any amounts due under the Contract in excess of the Lago Mar East Construction Fund as a result of approved changed orders or quantity increases. Upon completion of the Developer Project, and acceptance of the Developer Project by all governmental agencies with jurisdiction, the City will cause any amounts still on deposit in the Lago Mar East Construction Fund to be paid to the Developer upon written request following 30 days from such final acceptance.

[REMAINDER OF THIS PAGE INENTIONALLY LEFT BLANK.]

Very truly yours,

CITY OF TEXAS CITY, TEXAS

Mayor

LAGO MAR DEVELOPMENT AUTHORITY

President, Board of Directors

Agreed to and acknowledged this ____ day of _____, 2024.

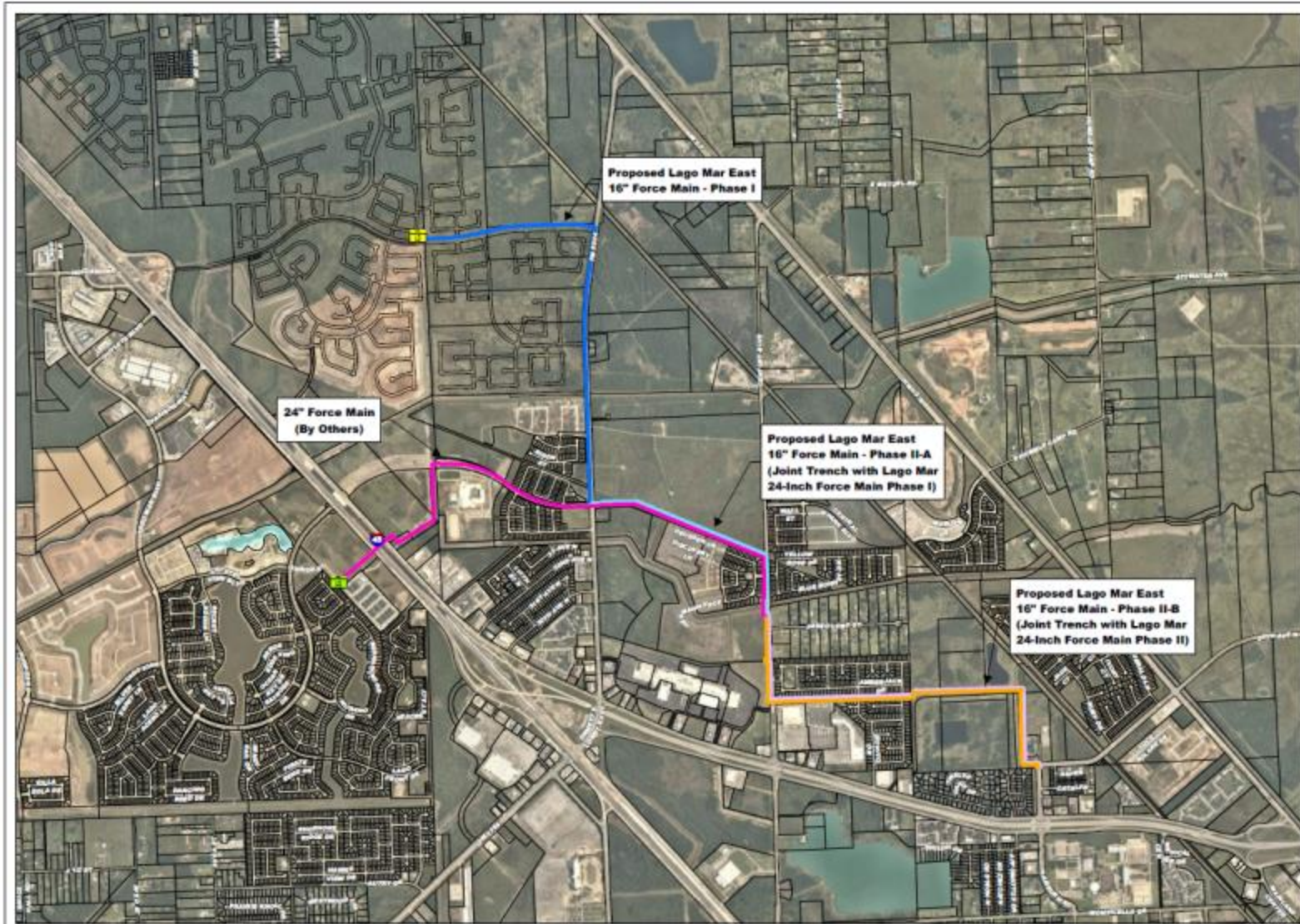
545 LAGO MAR EAST DEVELOPMENT, LTD

By: LM East Development LLC,
its general partner

By: _____

Name: _____

Title: _____

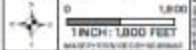


VICINITY MAP
1 INCH = 10 MILES

- LEGEND**
- Existing Lift Station
 - Proposed Lift Station
 - 24" Force Main - Phase I (By Others)
 - 24" Force Main - Phase II (By Others)
 - 16" Force Main - Phase I
 - 16" Force Main - Phase II-A
 - 16" Force Main - Phase II-B
 - CAD Parcels

OVERALL FORCE MAIN EXHIBIT

LAGO MAR EAST
GALVESTON COUNTY, TEXAS



Disclaimer: This product is offered for informational purposes only and has not been prepared for or to be used for legal, engineering, or planning purposes. It does not represent an approved plan, and it is not intended to be used for any other purpose. It is the user's responsibility to verify the accuracy, completeness, reliability, and quality of the information included within this exhibit.



CITY COMMISSION REGULAR MTG

(7) (g)

Meeting Date: 02/21/2024

Painting Of The Natatorium Ceiling By Generocity Services

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

Department: Public Works

Information

ACTION REQUEST

Approve and award a contract to Generocity Services Inc., for the painting of the Natatorium ceiling.

BACKGROUND (Brief Summary)

This project is priced in accordance with Generocity Services Inc.'s Choice Partners Contract # 23/016MR-17. Choice Partners is one of our purchasing cooperatives. The total amount for this project is \$281,461.68 and funds will be made available in the City of Texas City's 2023/2024 Annual Budget, account number 101401-53550, via a budget amendment.

A copy of this proposal is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department and the Recreation and Tourism Department that the City of Texas City Commission approve the Mayor to enter into a contract with Generocity Services Inc. for this project. We further recommend that the Mayor be allowed to approve all change orders, up to 25% of the contracted amount, without bringing the matter before the Commission.

Thank you.

Fiscal Impact

Attachments

Exhibit A



Generocity Services, Inc.

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

Texas City - Dennis Harris
Job Address:
1900 Fifth Street Ave N
Texas City, TX 77590

Print Date: 1-26-2024

Proposal for Texas City Natatorium Painting and Scaffolding

Dear Mr. Harris,

Generocity Services Inc. is pleased to present our preliminary proposal for the above referenced project. This project is priced in accordance with our CHOICE PARTNERS Contract #23/016MR-17 and excludes proprietary vendor and owner's separate contractor pricing.

PRELIMINARY DESIGN SPECIFICATION WAIVER

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

SCOPE OF WORK

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

PAINTING SCOPE:

To prep and repaint the following: Ceiling, Walls, Handrails, Door and Frames. Prior to all paintings, areas have to be cleaned from paint and peeling. Any loose or flaking paint will be sanded down in a smooth non-peeling form. All steel needs to be primed. All surfaces are to be cleaned with simple green to remove chalking. Spot prime with Sherwin Williams Macropoxy 646 Fast Cure Epoxy and all surfaces to be top coated with Sherwin Williams Acrolon 218 HS Polyurthane-gloss.

Total Sqft

Walls and Ceilings-38,540 sqft

Doors and Frames-8

Hand Rails-250 Lineal Ft

SCAFFOLDING QUOTE:

Provide equipment to rent, erect and dismantle dance floor scaffold at the above-mentioned project. Scaffold dimension are 74'WX115'LX28'-41'T with one deck level. Deck level will be complete metal planks and plywood only on the gaps connecting each one. No outside perimeter scaffolding is included in this price, only inside the pool area. Water will need to be drained before starting work. Any changes in the original scope of work, BCA will require a written change order from customer. Scaffold design and construction methods will meet or exceed all federal, local and jobsite standards. Any delays will be billed at a T&M rate. No engineer drawing is included in this price.

All erected scaffold towers will meet OSHA standards and jobsite requirements.

| Items | Description | Price |
|---------------------|-------------|--------------|
| RS Means | | \$365,183.70 |
| Houston CCI .866 | | -\$48,934.62 |
| Choice Partners .89 | | -\$34,787.40 |
| Discount | | \$0.00 |

Total Price: \$281,461.68

PRECEDENCE

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

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

SERVICES & MATERIALS PROVIDED BY CLIENT/OWNER

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

TECHNICAL CLARIFICATIONS

1. Components and activities specifically exclude from this proposal:
 - a. Design and/or constructions of permanent site storm water detention or drainage structures.
 - b. Testing of existing concrete slabs for moisture, alkali, and other contamination. Generocity Services will not be responsible for poor performance of adhered floor coverings on moisture-laden or contaminated floor slabs.
 - c. Subsurface de-watering, of the pumping of facility leaks and spills.
2. Our proposal includes the cost of providing materials and equipment called out by model numbers within the inquiry documents. When final engineering, calculation, shop drawings, or other documentation do not support the item physical characteristics, size, shape, operational

requirements, etc. required by the Client, then changes may require additional costs.

3. If any code interpretation, that may be issued by the Client, his agents, the Municipals Plan Checking Department, Code Enforcement, or Inspections Department, or Inspection Department results in additional more stringent project requirements than those shown graphically on the inquire drawings, or that is specifically named or directed within the inquiry specifications (as they relate to the drawings), the additional cost shall be assessed and passed on to the Client.

EXCLUSIONS

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

COMMERCIAL TERMS & CONDITIONS

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

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

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

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

Signature: _____

Date: _____

Print Name: _____

Costs based on RSMeans data

Estimate Name: B24-01-14-2024B Texas City Natatorium Painting and Scaffolding

ESTIMATE INFORMATION

Client Name: City of Texas City
Estimate Address: TEXAS

Notes:

| Quantity | LineNumber | Description | Unit | Ext. Mat. O&P | Ext. Labor O&P | Ext. Total O&P | Notes |
|----------|--------------|---|--------|---------------|----------------|----------------|------------------------------|
| 2.00 | 013113200200 | Field personnel, project manager, average | Week | \$ - | \$ - | \$ 7,498.00 | |
| 4.00 | 013113200260 | Field personnel, superintendent, average | Week | \$ - | \$ - | \$ 14,900.00 | |
| 4.00 | 015416500100 | Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capacity, weekly use | Week | \$ - | \$ 15,400.00 | \$ 29,300.00 | |
| 5328.00 | 015423700800 | Scaffolding, steel tubular, regular, labor only to erect & dismantle, building interior, floor area, 6'-4" x 5' frames, up to 30' high, excludes planks | C.C.F. | \$ - | \$ 81,518.40 | \$ 81,518.40 | 2664ccf x 2 locations = 5328 |
| 2160.00 | 015423702150 | Scaffolding, steel tubular, regular, frame, rent/mo, 5' high x 5' wide | Ea. | \$ 30,888.00 | \$ - | \$ 30,888.00 | |
| 720.00 | 015423702500 | Scaffolding, steel tubular, regular, accessory, cross brace, rent/mo | Ea. | \$ 2,376.00 | \$ - | \$ 2,376.00 | |
| 120.00 | 015423702550 | Scaffolding, steel tubular, regular, accessory, guardrail post, rent/mo | Ea. | \$ 475.20 | \$ - | \$ 475.20 | |
| 60.00 | 015423702600 | Scaffolding, steel tubular, regular, accessory, guardrail section, rent/mo, 7' long | Ea. | \$ 753.00 | \$ - | \$ 753.00 | |
| 720.00 | 015423702650 | Scaffolding, steel tubular, regular, accessory, screw jack & plate, rent/mo | Ea. | \$ 3,564.00 | \$ - | \$ 3,564.00 | |
| 720.00 | 015423702750 | Scaffolding, steel tubular, regular, accessory, caster, rent/mo, 8" diam | Ea. | \$ 7,920.00 | \$ - | \$ 7,920.00 | |
| 701.00 | 015423702850 | Scaffolding, steel tubular, regular, accessory, plank, rent/mo, 2" x 10" x 16' long | Ea. | \$ 9,743.90 | \$ - | \$ 9,743.90 | |
| 12.00 | 015423702900 | Scaffolding, steel tubular, regular, accessory, stairway section, rent/mo | Ea. | \$ 540.00 | \$ - | \$ 540.00 | |
| 2.00 | 015423702940 | Scaffolding, steel tubular, regular, accessory, walk-thru frame guardrail, rent/mo | Ea. | \$ 23.80 | \$ - | \$ 23.80 | |

| | | | | | | | |
|----------|--------------|--|------|--------------|--------------|--------------|----------------------------|
| 1402.00 | 015423705700 | Scaffolding, planks, labor only to install & remove, 2"x10"x16", up to 50' high | Ea. | \$ - | \$ 44,864.00 | \$ 44,864.00 | 701x 2 = 1402 |
| 2.00 | 015436501300 | Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer | Ea. | \$ - | \$ 578.00 | \$ 840.00 | Mob and demob for forklift |
| 0.50 | 024119190950 | Selective demolition, rubbish handling, dumpster, alternate pricing method, disposal fee per ton, average for all sizes, cost to be added to demolition cost | Ton | \$ - | \$ - | \$ 48.50 | |
| 5.00 | 024119192045 | Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost | C.Y. | \$ - | \$ 247.50 | \$ 247.50 | |
| 5.00 | 024119192085 | Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition cost | C.Y. | \$ - | \$ 115.00 | \$ 115.00 | |
| 8000.00 | 050110516170 | Metal cleaning, steel surface treatment, 250 - 500 SF/Day, wire brush, hand (SSPC-SP2) RLH | S.F. | \$ 160.00 | \$ 14,160.00 | \$ 14,320.00 | |
| 15000.00 | 090190920520 | Paint preparation, surface protection, placement & removal, masking w/paper | S.F. | \$ 1,350.00 | \$ 12,150.00 | \$ 13,500.00 | |
| 8.00 | 099113700370 | Paints & coatings, exterior doors, panel, both sides, roll & brush, primer + 2 coats, exterior latex, incl. frame & trim | Ea. | \$ 356.00 | \$ 2,088.00 | \$ 2,444.00 | |
| 38540.00 | 099123721670 | Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation | S.F. | \$ 21,562.40 | \$ 77,080.00 | \$ 98,662.40 | |
| 4.00 | 312323202000 | Excavated or borrow, loose cubic yards, small excavation job, 8 C.Y. truck per hour, excludes loading equipment | Hr. | \$ - | \$ 364.00 | \$ 642.00 | |

| | |
|---------------------|----------------------|
| R S Means Estimate | \$ 365,183.70 |
| Houston CCI .868 | \$ (48,934.62) |
| Choice Partners .89 | \$ (34,787.40) |
| Sub Total | \$ 281,461.68 |
| Bond | |
| Grand Total | \$ 281,461.68 |

CITY COMMISSION REGULAR MTG

(7) (h)

Meeting Date: 02/21/2024

Submitted For: Kyle Dickson, City Attorney Office

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

This item was submitted by the Legal Department and is in the routing process.

BACKGROUND (Brief Summary)

A sanitary sewer easement containing approximately 0.7397 acres of land is needed to be acquired from JMK5 Texas City, LLC, for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification, and operation of sanitary sewer force main lines and all related connections and appurtenances as a part of the construction of a twenty-four inch (24") sanitary sewer force main line for the City of Texas City, Texas

RECOMMENDATION

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2024-028

A RESOLUTION DETERMINING THAT A SANITARY SEWER EASEMENT CONTAINING APPROXIMATELY 0.7397 ACRES OF LAND IS NEEDED TO BE ACQUIRED FROM JMK5 TEXAS CITY, LLC FOR THE LAYING, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, RELOCATION, REPLACEMENT, REMOVAL, MODIFICATION, AND OPERATION OF SANITARY SEWER FORCE MAIN LINES AND ALL RELATED CONNECTIONS AND APPURTENANCES AS A PART OF THE CONSTRUCTION OF A TWENTY-FOUR INCH (24") SANITARY SEWER FORCE MAIN LINE FOR THE CITY OF TEXAS CITY, TEXAS; AND AUTHORIZING THE INSTITUTION OF EMINENT DOMAIN PROCEEDINGS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City Commission of the City of Texas City, Texas, now finds and determines that public convenience and necessity require the City of Texas City to acquire a sanitary sewer easement over and across tracts of land containing approximately 0.7397 acres for laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of sanitary sewer force main lines and all related connections and appurtenances in the City of Texas City, Texas, a more specific description of said 0.7397 acre sanitary sewer easement is attached hereto as Exhibit "A" made a part hereof (herein after the "Land"); and

WHEREAS, the City of Texas City, through its duly authorized representatives, has negotiated with the owners of the Land for the purchase of same for the purpose stated herein and has been unable to agree with such owners as to the fair cash market value thereof and damages, if any; and

WHEREAS, the City Commission of the City of Texas City has authorized the Mayor or his designee to make an offer to the owners of the Land for the purchase of same based upon its



appraised value, and such offer has been made and the owner has refused to accept such final offer;
now therefore,

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

SECTION 1: The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct.

SECTION 2: The City Commission of the City of Texas City finds that a bona fide offer has been made by duly authorized representatives of the City for the acquisition of a sanitary sewer easement across the herein described Land, and that said offer was not accepted, and that the only way for the City of Texas City to acquire such interest in said tract of land is through the filing of eminent domain proceedings.

SECTION 3: The City Commission hereby finds and determines that a public use and necessity exists for the City of Texas City for laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of sanitary sewer force main lines and all related connections and appurtenances as part of the twenty-four inch (24") sanitary sewer force main line project, and to acquire the necessary property rights in the 0.7397 acre sanitary sewer easement deemed necessary for the twenty-four inch (24") sanitary sewer force main line project, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

SECTION 4: The final offer heretofore made to the owner for the purchase of the Land is in all things hereby ratified and confirmed.

SECTION 5: The City Attorney, or his designee, is hereby authorized to bring eminent domain proceedings on behalf of the City of Texas City under applicable provisions of law, whether provided by §251.001 of the Texas Local Government Code, as amended, Chapter 21 of the Texas



Property Code, or by any other provision of law, against the owner or owners of the Land, to-wit:
JMK5 Texas City, LLC, or against the real and true owner, owners, claimant, or claimants if JMK5
Texas City, LLC is said not to be the owners of the Land.

PASSED AND ADOPTED this 21st 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



Sanitary Sewer Easement
0.7397 Acre

EXHIBIT A

William K Wilson Survey
Abstract No. 208

STATE OF TEXAS §

COUNTY OF GALVESTON §

A **METES & BOUNDS** description of a certain 0.7397 acre tract of land situated in the William K Wilson Survey, Abstract No. 208 in Galveston County, Texas, being out of Mall of the Mainland Lot 14, Reserve "I" recorded under Document No. 9346322 of the Galveston County Map Records and being out of a called 9.683 acres of land conveyed to JMK5 Texas City, LLC recorded under Clerk's File No. 2019038336 of the Galveston County Official Public Records of Real Property (GCOPRRP); said 0.7397 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a found 1-inch iron pipe at the northeast corner of said Lot 14, common with the southeast corner of a called 337.5 acre tract of land conveyed to Texas City Economic Development Corporation recorded under Clerk's File No. 2008059944 of the GCOPRRP and being in the westerly right-of-way line of Century Boulevard (right-of-way varies);

THENCE, South 01 degrees 59 minutes 33 seconds East, along the easterly line of said Lot 14, common with the westerly right-of-way line of said Century Boulevard, a distance of 822.65 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE, South 01 degrees 59 minutes 33 seconds East, continuing along said common line, a distance of 30.00 feet to a point for corner;

THENCE, leaving said common line, over and across said Lot 14, the following two (2) courses and distances:

1. South 87 degrees 15 minutes 36 seconds West, a distance of 47.86 feet to a point for corner;
2. South 01 degrees 45 minutes 10 seconds East, a distance of 123.63 feet to a point for corner in the southerly line of said Lot 14, common with a northerly line of Lot 2 of said Mall of the Mainland plat;

THENCE, South 88 degrees 00 minutes 27 seconds West, along said common line, a distance of 10.77 feet to a point for corner and being the beginning of a curve to the right;

THENCE, continuing along said common line and with the arc of said curve to the right having a radius of 265.00 feet, a central angle of 00 degrees 54 minutes 50 seconds, an arc length of 4.23 feet, and a long chord bearing South 88 degrees 27 minutes 51 seconds West, a distance of 4.23 feet to a point for corner;

THENCE, leaving said common line, over and across said Lot 14, the following sixteen (16) courses and distances:

1. North 01 degrees 45 minutes 10 seconds West, a distance of 123.40 feet to a point for corner;
2. South 87 degrees 15 minutes 36 seconds West, a distance of 27.14 feet to a point for corner;
3. North 01 degrees 59 minutes 33 seconds West, a distance of 87.13 feet to a point for corner;



Sanitary Sewer Easement
0.7397 Acre

William K Wilson Survey
Abstract No. 208

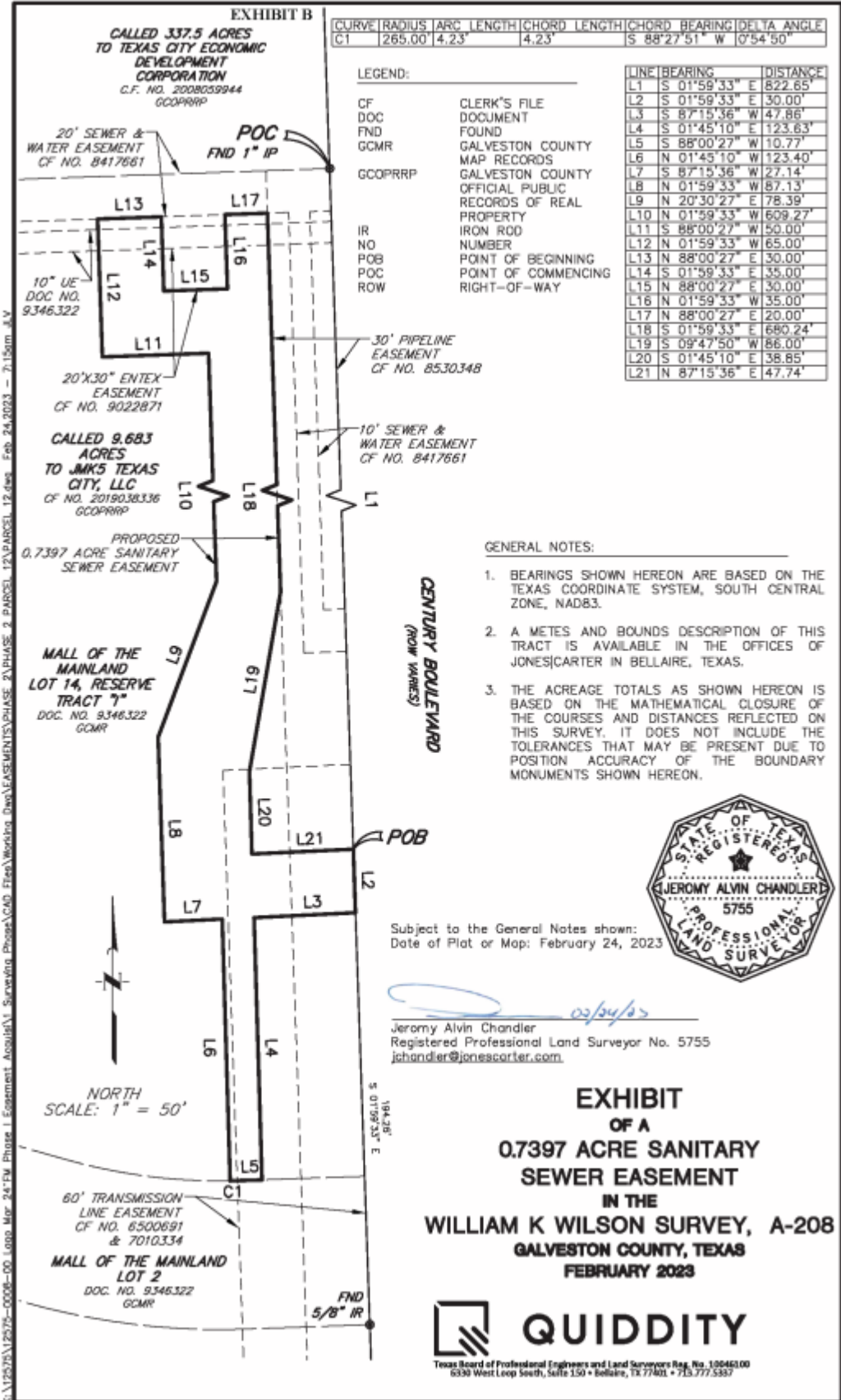
4. North 20 degrees 30 minutes 27 seconds East, a distance of 78.39 feet to a point for corner;
5. North 01 degrees 59 minutes 33 seconds West, a distance of 609.27 feet to a point for corner;
6. South 88 degrees 00 minutes 27 seconds West, a distance of 50.00 feet to a point for corner;
7. North 01 degrees 59 minutes 33 seconds West, a distance of 65.00 feet to a point for corner;
8. North 88 degrees 00 minutes 27 seconds East, a distance of 30.00 feet to a point for corner;
9. South 01 degrees 59 minutes 33 seconds East, a distance of 35.00 feet to a point for corner;
10. North 88 degrees 00 minutes 27 seconds East, a distance of 30.00 feet to a point for corner;
11. North 01 degrees 59 minutes 33 seconds West, a distance of 35.00 feet to a point for corner;
12. North 88 degrees 00 minutes 27 seconds East, a distance of 20.00 feet to a point for corner;
13. South 01 degrees 59 minutes 33 seconds East, a distance of 680.24 feet to a point for corner;
14. South 09 degrees 47 minutes 50 seconds West, a distance of 86.00 feet to a point for corner;
15. South 01 degrees 45 minutes 10 seconds East, a distance of 38.85 feet to a point for corner;
16. North 87 degrees 15 minutes 36 seconds East, a distance of 47.74 feet to the **POINT OF BEGINNING, CONTAINING** 0.7397 acres of land in Galveston County, Texas, as shown on drawing number 18428 in the Offices of Quiddity in Bellaire, Texas.

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



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





| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|-------|---------|------------|--------------|---------------|-------------|
| C1 | 265.00' | 4.23' | 4.23' | S 88°27'51" W | 0°54'50" |

LEGEND:

CF CLERK'S FILE
 DOC DOCUMENT
 FND FOUND
 GCMR GALVESTON COUNTY MAP RECORDS
 GCOPRRP GALVESTON COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
 IR IRON ROD
 NO NUMBER
 POB POINT OF BEGINNING
 POC POINT OF COMMENCING
 ROW RIGHT-OF-WAY

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 01°59'33" E | 822.65' |
| L2 | S 01°59'33" E | 30.00' |
| L3 | S 87°15'36" W | 47.86' |
| L4 | S 01°45'10" E | 123.63' |
| L5 | S 88°00'27" W | 10.77' |
| L6 | N 01°45'10" W | 123.40' |
| L7 | S 87°15'36" W | 27.14' |
| L8 | N 01°59'33" W | 87.13' |
| L9 | N 20°30'27" E | 78.39' |
| L10 | N 01°59'33" W | 609.27' |
| L11 | S 88°00'27" W | 50.00' |
| L12 | N 01°59'33" W | 65.00' |
| L13 | N 88°00'27" E | 30.00' |
| L14 | S 01°59'33" E | 35.00' |
| L15 | N 88°00'27" E | 30.00' |
| L16 | N 01°59'33" W | 35.00' |
| L17 | N 88°00'27" E | 20.00' |
| L18 | S 01°59'33" E | 680.24' |
| L19 | S 09°47'50" W | 86.00' |
| L20 | S 01°45'10" E | 38.85' |
| L21 | N 87°15'36" E | 47.74' |

- GENERAL NOTES:**
1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
 2. A METES AND BOUNDS DESCRIPTION OF THIS TRACT IS AVAILABLE IN THE OFFICES OF JONES|CARTER IN BELLAIRE, TEXAS.
 3. THE ACREAGE TOTALS AS SHOWN HEREON IS BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THIS SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO POSITION ACCURACY OF THE BOUNDARY MONUMENTS SHOWN HEREON.



Subject to the General Notes shown:
 Date of Plat or Map: February 24, 2023

02/24/23
 Jeremy Alvin Chandler
 Registered Professional Land Surveyor No. 5755
 jchandler@jonescarter.com

EXHIBIT OF A
0.7397 ACRE SANITARY SEWER EASEMENT
IN THE WILLIAM K WILSON SURVEY, A-208
GALVESTON COUNTY, TEXAS
FEBRUARY 2023



K:\12575-0008-00_Loop_Mar_24_17_Pm_Phase_1_Easement_Accult\1_Surveying_Phase\CA0_Erap\Working_Dwg\EASEMENTS\PHASE 2\PARCEL 12.dwg Feb 24 2023 7:15am JVC

CITY COMMISSION REGULAR MTG

(7) (i)

Meeting Date: 02/21/2024

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Consider and take action on Resolution No. 2024-029, approving the annual Galveston County Mosquito Control Program contract. (Management Services)

BACKGROUND (Brief Summary)

The Federal Aviation Administration requires the Galveston County Mosquito Control District to make a yearly request to authorize the Mosquito Control Program to service Texas City. Galveston County funds this program.

RECOMMENDATION

Fiscal Impact

Funds Available Y/N: N/A

Amount Requested:

Source of Funds:

Account #:

Fiscal Impact:

Attachments

Resolution

RESOLUTION NO. 2024-029

A RESOLUTION APPROVING THE AERIAL SPRAYING OVER THE TERRITORY OF THE CITY OF TEXAS CITY, TEXAS, FOR THE ABATEMENT OF MOSQUITOES BY THE GALVESTON COUNTY MOSQUITO CONTROL DISTRICT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Galveston County Mosquito Control District is responsible for the operation of the county-wide Mosquito Control Program; and

WHEREAS, the Federal Aviation Administration has indicated that governmental approval is necessary to provide aerial spraying services over the territories of general-purpose governments.

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

SECTION 1: That the City Commission hereby approves the aerial spraying over its territory for the abatement of mosquitoes, provided such spraying is conducted within the regulations and constraints of the Federal Aviation Administration, The Environmental Protection Agency, and other authoritative federal and state agencies.

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

PASSED AND ADOPTED this 21st day of February 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 02/21/2024

Consider and take action on the first reading of Ordinance 2024-04, amending the Texas City Code of Ordinances Title XV entitled "Land Usage", Chapter 160 entitled "Zoning" and providing for publication and an effective date

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on the first reading of Ordinance 2024-XX, amending the Texas City Code of Ordinances Title XV entitled "Land Usage", Chapter 160 entitled "Zoning" and providing for publication and an effective date.

BACKGROUND (Brief Summary)

Battery Electrical Storage Systems (BESS) are installations of large containers of batteries which are usually located close to an electrical power substation. The batteries charge during periods of low demand and then supplement the electric grid during periods of high demand. The installations are designed to provide approximately 2-hours of power to the grid. Locations close to an existing substation are essential for most of the projects.

Texas City has two existing BESS installations at 505 34th Ave N and 430 SH 146 N, and a third approved adjacent to the SH 146 N location. All three locations are south of Palmer Hwy and in or near areas of existing industrial uses. In 2020 and 2021 respectively, these installations were found most comparable to the District F-1 Outdoor Industrial zoning classification. Since that time numerous additional applications have been received for sites located in various other zoning districts throughout the city, including several in close proximity to existing residential uses or zoning districts. Some of the proposed projects include energy generation as a component of the projects.

During reviews of the various applications and presentations to the Planning Board and Zoning Commission, concerns were expressed regarding risk of battery fire, contamination from site runoff, contamination of air and water byproducts of fire suppression in the event of catastrophic failure, and the ultimate cost of decommissioning. The BESS installations are characterized by their developers as temporary installations. The review procedures of the District SP - Site Plan process were found to be the most thorough for evaluating the proposed projects in the various locations and zoning districts when presented. To provide for consistency and uniformity of review, the Planning Board and Zoning Commission are recommending District SP as the exclusive zoning classification for the BESS and similar projects.

The recommendation includes criteria for review of applications as well as requirements and limitations for screening, setbacks, landscaping, maximum impervious area, and other provisions etc., to assist the Planning Board members, Zoning Commissioners and staff with consistent administration and application of the zoning and land use regulations to BESS and similar projects.

RECOMMENDATION

The Planning Board recommended approval of the proposed amendment to the zoning ordinance at its regular meeting on December 18, 2023. The Zoning Commission recommended approval of the proposed amendment to the zoning ordinance at its meeting on January 16, 2024.

Staff recommend approval of the amendment to the zoning ordinance to make the District SP Site Plan the exclusive zoning classification for BESS and similar projects.

Fiscal Impact

Attachments

Ordinance Amendment to District SP for BESS Projects

Staff memo - Ordinance Change for BESS Projects

Excerpt from 12-18-23 PB Meeting re Ordinance Change for BESS Projects

Excerpt from 01-16-24 ZC Meeting re Ordinance Change for BESS Projects

ORDINANCE NO. 2024-_____

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF TEXAS, TEXAS, AMENDING THE CODE OF ORDINANCES TITLE XV ENTITLED “LAND USAGE”, CHAPTER 160 ENTITLED “ZONING” AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE

WHEREAS, the City of Texas City, Texas, is authorized to regulate ordinances pursuant to the Texas Local Government Code;

WHEREAS, the City Commission of the city of Texas City, Texas, needs to amend the Code of Ordinance Title XV Entitled “Land Usage,” Chapter 160 – Zoning to add a section for stationary battery energy storage systems (BESS) and similar uses;

WHEREAS, pursuant to TEX. LOCAL GOV’T. CODE § 211.001 *et seq.*, the city of Texas City, Texas, is authorized to adopt zoning regulations for the purpose of promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance; and

WHEREAS, the City’s Planning Board and Zoning Commission have reviewed and recommended the adoption of this ordinance at meetings held on December 18, 2023, and January 16, 2024, respectfully; and

WHEREAS, the City Commission determines that amending Title XV, Chapter 160, will promote the health, safety and welfare of the City;

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

Section 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to protect the public health, safety, and quality of life. The City of Texas City’s Code of Ordinances, Chapter 160 - Entitled “Zoning”, Sec. 160.051. District S-P, Site Plan is amended to add the following:

Sec. 160.051 District S-P, Site Plan

(C) Uses.

(1) Uses; and reasons for classification. The following uses are included under District S-P due to the following reasons:

(b) Uses restricted to District S-P

(14) Battery storage energy sub-station (BESS) and similar projects.

- a. Basic zoning district most closely comparable to this requested principal use is District F – Light Industrial. However, due to the unique characteristics of these projects, potential hazards, environmental concerns, and long-term impacts, the site-specific review required for District SP is warranted and required in all districts, including District F.
- b. Location in, near, or adjacent to existing residential uses or districts is not favored. Applicant must establish a compelling need for the development and show that no other sites are available to meet the need.
- c. Screening requirements – the BESS installations shall be fully screened from visibility on any and all gateway or thoroughfare and/or adjacent streets. Screening shall be 100% opaque, by barrier, wall or fence recommended by the Planning Board and with substantial landscaping of at least 15% or more as recommended by the Planning Board.
- d. Installations shall be unmanned - onsite office or shop facilities are prohibited.
- e. General requirements and rules:
 - i. At least 50% of the site shall be pervious. All pervious areas shall be landscaped and maintained to at least the standards required in the District IBD as a minimum. The Planning Board may recommend approval conditioned upon a site-specific higher standard.
 - ii. All driveways, driving areas, parking areas, laydown yards, and any area subject to vehicle movement shall be paved.
 - iii. Establish setbacks. 50ft minimum from any residential zone or use; 25ft minimum from all other lot lines. Additional setback requirements may be made by the Planning Board.
 - iv. Planning Board shall establish minimum and maximum area regulations per site.
 - v. Planning Board may establish a citywide metric for how many developments/how much capacity per population or energy usage (MWH).
 - vi. All electrical service to and from the site and on-site shall be underground.

vii. The proposed system shall be designed to maximize safety and eliminate thermal runaway events spreading beyond a single enclosure. At a minimum, the system shall be UL 9540A certified, shall have detectors for temperature, gases, and smoke installed, and shall be monitored 24/7 with system alerts to local officials, site and remote operators, and owners. Alerts shall trigger BESS unit shutdown and exhaust fan initiation at a minimum.

viii. 15ft minimum spacing between containers.

ix. Containment of runoff.

x. Applicants shall pay an Impact fee for public safety to be determined by the Fire Marshal based upon the size and number of units.

xi. Applicants shall provide Annual training to public safety officials satisfactory to the Fire Marshal, Fire Chief, Chief of Police, and Emergency Operations Manager.

xii. Inspection, testing, and operational certification of the exhaust system at least annually.

xiii. Decommissioning bond or other security required in an amount approved by the City Engineer on forms satisfactory to the City Attorney.

xiv. Applicants shall provide current contact information, operation experience, and record of fire incidents together for each of the following: the developer/operator, equipment manufacturer, Engineer, system operator, insurance, and on-site operations and maintenance.

Section 2. This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

Section 3. It is hereby declared to be the intention of the City Commission of the City of Texas City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. All rights and privileges of the City of Texas City are expressly saved as to

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

Section 5. That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

Section 6. That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City of Texas City, Texas

PASSED ON FIRST READING this 21th day of February 2024.

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

ATTEST:

Rhomari D. Leigh
City Secretary

PASSED ON SECOND READING this 6th day of March 2024.

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

ATTEST:

Rhomari D. Leigh
City Secretary

PASSED AND FINALLY ADOPTED this 20th day of March 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

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
From: Kim Golden, P.E., Engineering & Planning *KG*
Cc: Doug Kneupper, P.E.
Date: December 11, 2023
Re: Proposed Change to Section 160.051 District S-P, Site Plan to add Battery Electrical Storage System (BESS) projects as a use restricted to District S-P only

Background: Texas City has two existing BESS installations at 505 34th Ave N and 430 S.H. 146 N, and a third approved adjacent to the SH 146 N location. In 2020 and 2021, respectively, these installations were found most comparable to the District F-1 Outdoor Industrial zoning classification. Since that time numerous additional applications have been received for sites located in various other districts, including several in close proximity to existing residential uses or zoning districts. Some of the projects include energy generation as a component of the projects.

Due to the unique characteristics of these projects, potential hazards, environmental concerns and long-term impacts, the site-specific review required for District S-P is warranted and required in all districts, including District F. It is also the better process to provide for a thorough review by the Planning Board and Zoning Commission to make recommendations to the City Commission.

Staff recommends adding the attached additional subsection to the Texas City Code of Ordinances Section 160.051 District S-P, Site Plan.

"QPS – Quality Public Service"

Proposed amendment to Section 160.051 District S-P, Site Plan

Section 160.051 District S-P, Site Plan is amended to add the following:

(C) Uses

(1) Uses, reasons for classification.

(b) Uses restricted to District S-P

(14) Battery electricity storage system (BESS) projects with or without energy generation.

[a] District S-P shall be the only zoning designation which allows a principal or accessory use as a battery electrical storage system (BESS).

[b] The basic zoning district most closely comparable to the BESS principal use is District F-1 – Outdoor Industrial. However, due to the unique characteristics of these projects, potential hazards, environmental concerns and long-term impacts, the site-specific review required for District S-P is warranted and required in all districts, including District F.

[c] Location in, near or adjacent to existing residential uses or districts are not favored. Applicant must establish a compelling need for the development in Texas City, TX and show that no other sites are available to meet the need.

[d] Screening requirements – the BESS installations shall be fully screened from visibility on any and all gateway or thoroughfare and/or adjacent streets. Screening shall be 100% opaque, by barrier, wall or fence approved by the Planning Board and with substantial landscaping of at least 15% or more as recommended by the Planning Board.

[e] Installations shall be unmanned and fully enclosed with a fence of six (6) ft minimum height.

[f] Onsite office or shop facilities are prohibited within 50ft from any battery unit or component for the generation, distribution, or transfer of electrical or other power.

[g] At least 50% of the site shall be pervious. All pervious areas shall be landscaped and maintained to at least the standards required in the District IBD as a minimum. The Planning Board may recommend approval conditioned upon a site-specific higher standard.

[h] All driveways, driving areas, parking areas laydown yards and any area subject to vehicle movement shall be paved.

[i] Minimum setbacks shall be the greater of 12 feet or 1.5 times the height of the tallest container. The minimum setback from the boundary of a residential use or a residential zoning district shall be 50ft.

[j] There shall be no more than one BESS installation per substation unless the City Commission finds upon recommendation from the Planning Board that {1} a compelling need exists for additional installations, and {2} that the additional installation will directly benefit and improve the general health, safety and welfare of the City of Texas City, TX and its residents and citizens.

[k] All electrical service to and from the site and on site shall be underground.

[l] Applicable design standards - Proposed system shall be designed to maximize safety and eliminate thermal runaway event spreading beyond single enclosure. At minimum system shall be UL 9540A certified, shall have detectors for temperature, gases, smoke installed, shall be monitored 24/7 with

system alerts to local officials, site and remote operators, owners. Alerts shall trigger BESS unit shutdown and exhaust fan initiation at minimum. There shall be a minimum of 15ft spacing between containers. Site design shall include containment for potential runoff of contaminants.

[m] Impact fee – public safety

[n] Annual training – public safety

[o] Initial Inspection, testing and operational certification of exhaust system shall be required to obtain a certificate of occupancy, with annual re-inspection and certification required.

[p] Decommissioning bond required in an amount approved by the City Engineer which shall be not less than 125% nor more than 200% of an approved independent estimate. Decommissioning shall include the removal and proper disposal of all equipment, foundations and fencing, any and all contaminated soil and the restoration to pre-installation condition with positive drainage and established grass covering.

[q] Applicants shall provide and maintain current contact information, operational experience and record of fire incidents for each of the following: the developer/operator, equipment manufacturer, Engineer, system operator, insurance, and on-site operations and maintenance.

DRAFT

ITEM NO. 4 Consider and take action on the proposed change to Section 160.051 District “S-P” (Site Plan) to add Battery Electrical Storage System (BESS) projects as a use restricted to District “S-P” (Site Plan) only.

Ms. Golden stated the District S-P zoning classification is setup as a tool that can be used much like a special use district or a conditional use permit, but it also has a section that states these certain projects can only be in a S-P district. Staff is recommending is that the BESS projects be added to that list of things that must be handled as a District S-P.

Proposed amendment to Section 160.051 District S-P, Site Plan

Section 160.051 District S-P, Site Plan is amended to add the following:

(C) Uses

(1) Uses, reasons for classification.

(b) Uses restricted to District S-P

(14) Battery electricity storage system (BESS) projects with or without energy generation.

[a] District SP shall be the only zoning designation which allows a principal or accessory use as a battery electrical storage system (BESS).

[b] The basic zoning district most closely comparable to the BESS principal use is District F-1 – Outdoor Industrial. However, due to the unique characteristics of these projects, potential hazards, environmental concerns and long term impacts, the site specific review required for District SP is warranted and required in all districts, including District F.

[c] Location in, near or adjacent to existing residential uses or districts are not favored. Applicant must establish a compelling need for the development in Texas City, TX and show that no other sites are available to meet the need.

[d] Screening requirements – the BESS installations shall be fully screened from visibility on any and all gateway or thoroughfare and/or adjacent streets. Screening shall be 100% opaque, by barrier, wall or fence approved by the Planning Board and with substantial landscaping of at least 15% or more as recommended by the Planning Board.

[e] Installations shall be unmanned and fully enclosed with a fence of six (6) ft minimum height.

[f] Onsite office or shop facilities are prohibited within 50ft from any battery unit or component for the generation, distribution or transfer of electrical or other power.

[g] At least 50% of the site shall be pervious. All pervious areas shall be landscaped and maintained to at least the standards required in the District IBD as a minimum. The Planning Board may recommend approval conditioned upon a site specific higher standard

[h] All driveways, driving areas, parking areas laydown yards and any area subject to vehicle movement shall be paved.

[i] Minimum setbacks shall be the greater of 12 feet or 1.5 times the height of the tallest container. The minimum setback from the boundary of a residential use or a residential zoning district shall be 50ft.

[j] There shall be no more than one BESS installation per substation unless the City Commission finds upon recommendation from the Planning Board that {1} a compelling need exists for

additional installations, and (2) that the additional installation will directly benefit and improve the general health, safety and welfare of the City of Texas City, TX and its residents and citizens.

[k]All electrical service to and from the site and on site shall be underground.

[l]Applicable design standards - Proposed system shall be designed to maximize safety and eliminate thermal runaway event spreading beyond single enclosure. At minimum system shall be UL 9540A certified, shall have detectors for temperature, gases, smoke installed, shall be monitored 24/7 with system alerts to local officials, site and remote operators, owners. Alerts shall trigger BESS unit shutdown and exhaust fan initiation at minimum. There shall be a minimum of 15ft spacing between containers. Site design shall include containment for potential runoff of contaminants.

[m] Impact fee – public safety

[n] Annual training – public safety

[o] Initial Inspection, testing and operational certification of exhaust system shall be required to obtain a certificate of occupancy, with annual re-inspection and certification required.

[p]Decommissioning bond required in an amount approved by the City Engineer which shall be not less than 125% nor more than 200% of an approved independent estimate. Decommissioning shall include the removal and proper disposal of all equipment, foundations and fencing, any and all contaminated soil and the restoration to pre-installation condition with positive drainage and established grass covering.

[q] Applicants shall provide and maintain current contact information, operational experience and record of fire incidents for each of the following: the developer/operator, equipment manufacturer, Engineer, system operator, insurance, and on-site operations and maintenance.

This isn't the only BESS project that has come to Texas City, but staff have learned a lot by researching these types of projects. They have multiple applications for different locations throughout the city and as a planning mechanism District S-P is the best tool for the City of Texas City to look at all the considerations for all of these projects wherever they are coming from and wherever they are proposed to be put in the city. Again, staff have done their research and there are a number of provisions that staff are recommending.

Chairman Campbell asked if this is another item that the Planning Board will recommend to the Zoning Commission to which Ms. Golden replied yes.

Chairman Campbell asked if this keeps them from "tying any of their hands" to any location at all to which Ms. Golden replied yes. He questioned if it gives them the opportunity to use the BESS in the Site Plan. Ms. Golden replied that it is saying that BESS projects must be handled as S-P and will also include a number of specific considerations.

Mr. Owens asked Ms. Golden and Chairman Campbell to look at Item P regarding the decommissioning bond and asked how do they keep that – does someone pay an annual premium or a D-note? Chairman Campbell replied he is not sure exactly how the Finance Director handles that with staff, but someone can just buy a bond one time if you are buying an insurance policy. Mr. Owens just wanted to verify that it doesn't have to be funded year after year. Chairman Campbell replied he would assume that they would want their money up front. He added that the bonding company (surety) would weight the project for risk, look at the financials of the applicant and the risk of the project, and then they will set a fee for that.

Mr. Dahm stated that one thing to keep in mind is that on solar projects the decommissioning bonds generally start about 12 – 15 years into the project because there is a long service life.

The thought being you don't need the bond up front because it's going to be running for a long time and it's hard to project something 20 – 30 years down the road than 10 years down the road.

Ms. Golden added that that provision for a decommissioning bond is the specific recommendation from the city attorney, based upon his experience with these projects in other cities.

Chairman Campbell asked if there was anything else to discuss. There was none.

A motion was made by Alternate Jose Boix/Alternate Aric Owens to approve the additional subsection to the Texas City Code of Ordinances Section 160.051 District S-P, Site Plan. All other members present voted aye.

An excerpt from the 01/16/2024 Zoning Commission meeting minutes

1) Consider and take action on the proposed change to Section 160.051 District “S-P” (Site Plan) to add Battery Electrical Storage System (BESS) and similar projects as a use restricted to District “S-P” (Site Plan) only.

Ms. Golden stated that under Texas City’s zoning ordinance, the way that the text in the zoning ordinance gets changed is a proposed change has to go through the Zoning Commission to make a recommendation to City Commission to change the text. This recommendation is to change the text of the section that is District S-P (Site Plan).

Currently, the District S-P is similar to a multi-tool. It does several things that other cities use as separate tools. District S-P can be used permissively as a zoning tool similar to a special use or conditional use permit. There are also a number of uses that Texas City has mandated must be rezoned into a District S-P, meaning that it has to go through the planning process, the zoning change and ultimately to City Commission.

Staff is recommending that the Battery Energy Storage System (BESS) and similar projects, which are currently being handled under District S-P, be made a requirement to go through the S-P process. Staff are recommending this change because when the first applications were received, the proposed sites were in or adjacent to Texas City’s District F (Light Industrial) or District F-1 (Outdoor Commercial).

Texas City is now receiving numerous applications for other locations in the city because the BESS projects must be located near a substation or close to a transmission line.

Experience with the applications shows that each one needs to go through this full planning process so that everything can be reviewed because it has a potential impact on the surrounding areas. Since this is being done as a practice, staff are recommending this be codified so that applicants know the required process from the beginning.

The Planning Board reviewed and recommended the change at its regular meeting on December 18, 2023. The Zoning Commission is now going to consider it and make a recommendation to City Commission. City Commission will make the change or tell us that they need to consider it some more.

Staff is recommending this amendment to the District S-P.

Chairman O’Brien asked if historically District S-P has been a catch-all, to which Ms. Golden replied yes. He then asked if typically, could this type of request go into District S-P so that staff can review the detail of it in individual places, to which Ms. Golden stated that is correct. Ms. Golden added that there are already 14 specific types of projects that have to go through the District S-P, such as cell towers, RV parks, hotels, daycare centers, personal care facilities, and things that have special consideration about them. This would now be number 14 of that specific list that has to go through this process.

Chairman O’Brien then asked if this development has to leave after say 30 years, what does that revert back to. Ms. Golden replied that one of the things staff is recommending as a condition to be considered in the District S-P review is a decommissioning bond. In the context of coming up with that bond the applicant would need to have a plan for the installation when it becomes obsolete.

Chairman O’Brien asked again if the zoning would revert back or would it remain as District S-P. Ms. Golden replied that staff has not thought that far, but that it would probably remain the same

until someone brought it back through the process for another use at the site. Unless it was exactly the same type of project, it would have to go through the rezoning process, which would be appropriate.

Chairman O'Brien asked what Ms. Golden wanted from the Zoning Commission at this meeting to which she replied that they make a recommendation to change or not change the proposed text of the ordinance.

Mr. Owens stated that he does not understand enough about decommissioning and bonds and asked if 125% or 200% of today's number in a bond is going to be enough for cleanup. He also asked how long a bond lasts and who pays the premium for that. If the insurance does not get paid, who is responsible if we don't require them to pledge that in advance as prepaid. He added that if they are throwing the language in there it seems that they may want to be tied up pretty well in that requirement. He is just not sure we are requiring enough.

Ms. Golden replied that if they want to recommend that kind of specificity to City Commission it will be the first time it is done in Texas City because the other places where we have bond requirements, such as surety bonds, it states that the amount will be determined by the city. The decommissioning bond works just like a surety bond. The details on how to do this are usually left to the administration. The city attorney would probably come up with forms, which is what they've done before. As she understands it, they can either do the kind where payments are made once a year or an upfront payment that is there forever. The difference between 125% and 200% is basically setting limits. The amount could be estimated in today's dollars. She is not sure that the contemplation will be full coverage or something reasonable so if the city is left cleaning up the site, they have something to work with. She added that they don't want to be so conservative in that basically you can't do business.

She reminded everyone that this is a recommendation directly from the city attorney to have that provision in there because of work he's done with other cities.

Mr. Owens stated these might be projects the city does not want to partner with. Ms. Golden replied if it is questionable then that would be evaluated.

Chairman O'Brien stated he thought these were good questions. He knows that these types of developments are compartmentalized, there are containers, and it's not like it's producing a product that's going to be all over the ground. There is always going to be a fire risk and there are about 5 different fire prevention pieces for those. Sure, 20 years from now there will be upgrades and improvements, but he thinks it is important to have the decommissioning bond in there.

Chairman O'Brien asked if there were any more comments or questions. Ms. Golden replied that staff recommends adding the proposed changes to the Texas City Code of Ordinances Section 160.051 District S-P, Site Plan.

After presentation, a motion was made by Aric Owens/Fernando Tello to recommend the proposed change to Section 160.051 District S-P, Site Plan to add Battery Electrical Storage System (BESS) and similar projects as a use restricted to District S-P only. All other members present voted aye.

CITY COMMISSION REGULAR MTG

(8) (b)

Meeting Date: 02/21/2024

Cost Share Agreement for the FM 517 Water Plant Expansion Project - Phase 2

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on a Cost Share Agreement for the FM 517 Water Plant Expansion Project - Phase 2

BACKGROUND (Brief Summary)

The City Commission approved the master plan and gave preliminary zoning approval to the District I - Planned Unit Development (PUD) rezoning for Lakeside Bayou Subdivision, f/k/a Southlake Subdivision, at its regular meeting on August 18, 2021 upon recommendations for approval from the Planning Board and Zoning Commission upon proper notice and public hearings. The City Commission granted two extensions of time to the preliminary zoning approval at its regular meetings on August 3, 2022 and August 2, 2024. The City Commission also approved the name change to Lakeside Bayou Subdivision at its meeting on August 3, 2022.

The Lakeside Bayou Subdivision proposes to subdivide and develop approximately 438 acres into 1200 single family residential units and 12.8 acres of commercial reserve. The development is located south of FM 646, north of FM 517 and west of FM 3436. The single family residential units will be developed with a lot mix of 10% - 45ft lots, 40% - 50ft lots, 40% - 60ft lots and 10% - 70ft lots. Phase I consisting of 232 lots in Sections 1, 3 and 4 has received all preliminary and final plat approvals from the Planning Board. Construction plans for the water, sewer, paving and drainage and detention infrastructure have been approved. The developer has issued the construction plans for bids and is prepared to start construction in early 2024.

Texas City has sufficient capacity in existing water and sewer infrastructure to support the development of the 232 lots in Phase I. However, water system improvements are required at the existing water plant on FM 517 to provide the capacity required to develop Phases 2 and following. The water system improvements required include the addition of a water well as a backup water source, a 20,000 gal hydropneumatic tank, a 350,000 gal ground storage water tank, and the addition of two 500 gpm pumps to the existing booster station, together with related piping and chemical injection systems. It is in the long term, best interest of the City's water system for the water well and the ground storage water tank to be constructed to the capacity required for the full buildout of the service area. Such capacity is greater than the buildout required for only the Lakeside Bayou Subdivision. Also, it is beneficial to the City to select and oversee the design engineer because improvements will be made to an existing operational facility which is active and in service.

The water system improvement project is included in the 2022 Update to the City's Capital

Improvement Plan and is eligible for funding from impact fees.

The agreement caps the City's cost share for construction at \$1,500,000. In December 2022 the estimated construction cost was \$4,150,240 which included a 5% contingency. The agreement also provides for the City to select and contract for the engineering design services with 60/40 cost share with the Developer or MUD. The December 2022 estimated design fees were \$613,294 with the City's 60% share being \$367,976.40. The source of funds will be Zone 2 impact fee revenue for water. A budget amendment will be required in the amount of \$1,867,976.40 for the Project.

RECOMMENDATION

Staff recommend approval of the cost share agreement for the following reasons: (1) the water improvements subject to the cost share agreement and required for the buildout of the Lakeside Bayou Subdivision are included in the City's Capital Improvement Plan as updated in 2022 and eligible for payment from impact fees; and (2) the City owns and operates the existing water plant on FM 517 which will be expanded with the subject improvements; and (3) the City will select and oversee the design engineer for the subject improvements; and (4) the improvements will include a 700 gpm water well and a 350,000 gal ground storage water tank which exceed the capacity required for the Lakeshore Bayou Subdivision but are necessary to provide the estimated capacity required for the full build out of the water plant service area; and (5) the City's cost share commitment will be capped at \$1,500,000.00 for construction cost.

Fiscal Impact

Attachments

2023.12.26 City of Texas City LB District Water Plant Cost Sharing Agreement Clean
Exhibit B - Project Phases
Cost Estimate - FM 517 Water Plant Phase 2
Lakeside Bayou Approved Master Plan
Lakeside Bayou Approved PUD

**COST SHARING AGREEMENT FOR WATER PLANT IMPROVEMENTS
BY AND AMONG
THE CITY OF TEXAS CITY, TEXAS;
GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 53; AND
LAKESIDE BAYOU, LLC**

THE STATE OF TEXAS

COUNTY OF GALVESTON

THIS COST SHARING AGREEMENT FOR WATER PLANT IMPROVEMENTS (the “*Agreement*”) is entered into as of _____, 2024, by and among **THE CITY OF TEXAS CITY, TEXAS** (the “*City*”), a home rule municipality located in Galveston County, Texas, **GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 53** (the “*District*”), a conservation and reclamation district, a body politic and corporate and political subdivision of the State of Texas, created under Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended, and **LAKESIDE BAYOU, LLC** (the “*Developer*”), a Texas limited liability company.

RECITALS:

WHEREAS, the City and 418 Southlake, Ltd. (“*418*”) entered into that certain Development Agreement dated August 18, 2021 (the “*DA*”), and the City, 418 and the District entered into that certain Utility Services Agreement dated August 18, 2021 (the “*USA*”), related to and concerning the development of and provision of water and wastewater utility services to an approximately 423.68-acre tract of land (the “*Property*”) comprising the District and within the corporate boundaries of the City (the *DA* and the *USA* referred to collectively herein as the “*2021 Agreements*”); and

WHEREAS, the Developer assumed all of 418’s rights, duties and obligations under the 2021 Agreements by that certain Assignment and Assumption of Development Agreement dated December 21, 2022, and that certain Assignment and Assumption of Utility Services Agreement dated December 21, 2022; and

WHEREAS, the 2021 Agreements commit to and reserve for the Property water capacity and wastewater capacity sufficient to serve 1,200 equivalent single-family connections (“*ESFCs*”), subject to the terms thereof; and

WHEREAS, the 2021 Agreements require certain water system improvements to be constructed at the existing City water plant, and provide that the Developer or the District may fund and construct said improvements pursuant to plans and specification approved by the City in accordance with Consent Conditions; and

WHEREAS, based upon the growth anticipated within the boundaries of the District, the City desires that the water system improvements be designed to serve a total regional capacity of _____ ESFCs (the “*Project*”); and

WHEREAS, the scope and cost of the Project exceeds the scope and cost of the improvements necessary to meet the capacity reserved for the Property in the 2021 Agreements; and

WHEREAS, the City has agreed to share in the cost of the Project on a pro-rata basis, up to the amount of \$1,500,000, upon the terms and conditions outlined in this Agreement; and

WHEREAS, the City, the District and the Developer have agreed to a phasing plan for construction of the Project, and desire to proceed with its design and construction through the District; and

WHEREAS, the Developer will fund the District’s share of the Project pursuant to that certain Amended and Restated Facilities and Operating Costs Reimbursement Agreement by and between the Developer and the District dated September 26, 2023; and

WHEREAS, the Parties hereto have determined that it is in their mutual best interests to proceed with the Project, and wish to enter into this Agreement to provide for the allocation of costs associated therewith, as estimated on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the City, the District and the Developer agree as follows:

ARTICLE I

DEFINITIONS

“*Project Costs*” shall mean the actual costs directly related to the Project, including but not limited to:

- a. construction contract amounts, including approved change orders;
- b. engineering fees charged by the Engineer (hereinafter defined) attributable to the design and construction of the Project including approved design change orders also known as Additional Service Requests (‘ASR’s); and
- c. all soil tests, topographic studies and other tests, studies or services necessary to design and construct the Project.

The cost estimate (ARKK's cost estimate?) Kim to confirm estimate spreadsheet with ARKK for the design and construction of the Project is attached as Exhibit A, and are made a part hereof.

“**Engineer**” shall mean ARKK Engineers, LLC, 7322 Southwest Freeway, Houston, Texas 77074.

“**Governmental Requirements**” shall mean all applicable federal, state and municipal laws, ordinances, rules and regulations, and all requirements of any and all governmental entities with jurisdiction over or relating to the performance of the Project.

ARTICLE II

CONSTRUCTION OF THE PROJECT

Section 2.01. Engagement of Engineer. The City shall engage the Engineer to design the Project on behalf of the City, the District and the Developer.

Section 2.02. Project Phasing. The Parties have agreed to phase design and construction of the Project as detailed in **Exhibit B** attached hereto. As delineated in the 2021 Agreements, the capacity funded by the Developer in each phase of the Project shall be reserved by the City for the benefit of the Developer and the Property, and in no event shall the City or the District allocate such reserved capacity to any other developer or landowner, or for the benefit of land other than the Property, unless expressly agreed upon by the Developer in writing. The Parties further agree that any third party seeking capacity in the Project will be required to bear its pro-rata share of the Project construction costs, based upon the capacity allocated and agreed to by all parties by written amendment, to this Agreement.

Section 2.03. Design. The Engineer will prepare the plans and specifications for the construction of each phase of the Project. The Engineer will secure approvals from all regulatory bodies having jurisdiction over the Project, all in accordance with all Governmental Requirements. During Engineer's design of each phase, the Engineer shall conduct bi-weekly meetings with the City, the District and the Developer. Upon completion, the City, the District and the Developer will review the plans for each phase of the Project and provide comments. The City shall approve the design for construction in accordance with the USA.

Section 2.04. Bid Award and Contracts. The District shall advertise for bids, award, construct and convey each applicable phase of the Project in accordance with Section 2.1 of the USA. The District will send written notice to the City and the Developer of its recommendation of award for each phase of the Project within seven (7) business days of the bid opening for concurrence. The Board of Directors of the District (the “**Board**”) shall award a contract to the lowest responsive responsible bidder (each a “**Contract**”).

Section 2.05. Allocation of Project Costs. The Parties hereby agree to pay for the Project Costs in the following proportions:

- a. Design Costs:
 - i. **The City** - **60.0%**
 - ii. **The Developer/District** - **40.0%**

- b. Construction Costs:
 - iii. **The City** - **48.0% (not to exceed \$1.5 million)**
 - iv. **The Developer/District** - **52.0%**

Section 2.06. Payment of Project Costs.

- a. Design Costs. The City shall provide to the District and the Developer a copy of each invoice from the Engineer immediately upon receipt, but in no event later than five (5) business days after the City's receipt of same. The District, or the Developer on behalf of the District, shall review and approve or provide comments/questions about the invoice no later than five (5) business days after receipt. Upon concurrence by the District or Developer on behalf of the District, the City shall pay the invoice in full and then invoice the District or Developer on behalf of the District for its pro-rata share of each such invoice to ARKK. The District or Developer on behalf of the District shall pay the City's invoice within thirty (30) days of receipt from the City.

- b. Construction Costs. The Engineer shall provide to the City, the District and the Developer a copy of each Contract pay application received. The City shall pay its pro-rata share of each such pay application to the District within thirty (30) days. The Board of the District, upon recommendation of the Engineer, shall remit payment of each pay application to the contractor. Notwithstanding the foregoing, the City, the District and the Developer acknowledge and agree that the City's pro-rata share of the construction costs shall not exceed \$1,500,000 (the "**City Cap**"). To the extent the construction costs exceed the City Cap, the District, or the Developer on behalf of the District, as applicable, shall be solely responsible for such excess costs.

Section 2.07. Ownership and Maintenance of the Project. The Project shall be owned, operated, and maintained by the City pursuant to the terms of the 2021 Agreements.

Section 2.08. Insurance and Indemnification. In addition to all applicable insurance and indemnification requirements within each Contract, it is an express condition to this Agreement and each such Contract that (i) the City, the District, the Developer and the

Engineer shall be named as an additional insured by the contractor; (ii) the contractor waive subrogation in favor of the City, the District, the Developer and the Engineer; (iii) the contractor provide a Certificate of Insurance, as described in the Contract, to each of the City, the District, the Developer and the Engineer; and (iv) each of the City, the District, the Developer and the Engineer, as well as their officers, consultants, employees, agents and representatives, be named as indemnified parties in each and every instance for which the Contract provides for indemnification or other limitation of liability.

ARTICLE III

GENERAL PROVISIONS

Section 3.01. Credit of Impact Fees. As described in Section 2.8 of the USA, the Developer and/or the District, as appropriate, shall be entitled to a dollar for dollar credit against City water or wastewater impact fees to the extent of the funds advanced by the Developer or the District for the Project. Further, To the extent allowed by law and the Impact Fee Schedule, any City water or wastewater impact fee *in excess of \$1,500,000.00* generated from *the Project* by development in the City outside of the Property and within the service area served by *the Project* financed by the Developer or the District, may be used to reimburse the Developer or the District for funds advanced for the Project to the extent that the Developer or District advanced funds in excess of the total amount of City water or wastewater impact fees owed for the Property, promptly as such funds are available to the City.

Section 3.02. Representations and Warranties by the City and the District. The City and the District represent, warrants and covenant that:

- a. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by their respective entities, boards and/or councils;
- b. This Agreement, and the representations and covenants contained herein, and the consummation of the transaction contemplated herein, will not violate or constitute a breach of any contract or other agreement to which the City or the District is a party;
- c. The Project is included in the current CIP and the City ~~Council~~ Commission of the City has approved funds related to the payment of its pro-rata share for the Project, up to the City Cap;
- d. The City represents and covenants that it has the legal authority to enter into this Agreement by the Constitution and laws of the State of Texas; and
- e. The District represents and covenants that it has the legal authority to enter into this Agreement by the Constitution and laws of the State of Texas; and

Section 3.03. Representations and Warranties by the Developer. The Developer represents, warrants and covenants that:

- a. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized as provided in its Company Agreement;
- b. This Agreement, and the representations and covenants contained herein, and the consummation of the transaction contemplated herein, will not violate or constitute a breach of any contract or other agreement to which the Developer is a party;
- c. The appropriate officers of the Developer have approved the Project, and the Developer has funds on hand sufficient to pay the District's pro-rata share of the Project Costs as contemplated herein; and
- d. The Developer has the legal authority to enter into this Agreement.

Section 3.04. Survival of Representations. All representations and warranties of the City, the District and the Developer shall survive completion of the Project.

Section 3.05. Remedies. In the event of default under this Agreement by the City, the District or the Developer, which default is not cured within thirty (30) days after receipt of written notice by such defaulting party, the non-defaulting party(ies) shall have the option to: (a) pursue all remedies provided by law; and (2) to proceed with the construction of the Project. Any non-defaulting party hereto may employ attorneys to pursue its legal rights hereunder, and the defaulting party shall be obligated to pay all damages, costs and expenses in connection therewith incurred by the non-defaulting parties, including reasonable attorneys' fees.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Recitals Incorporated. The recitals of this Agreement are hereby found and declared to be true and correct and are hereby incorporated into the body of this Agreement as if copied in their entirety, and shall be considered part of the mutual covenants, consideration and promises that bind the City, the District and the Developer.

Section 4.02. Addresses and Notices. Unless otherwise provided in this Agreement, any notice herein provided or permitted to be given, made, or accepted by any party must be in writing. Any notice shall be either (a) personally delivered to the address set forth below, in which case it shall be deemed delivered on the date of delivery to the addressee; or (b) sent by registered or certified mail/return receipt requested, in which case it shall be deemed delivered the date upon which it is deposited in the U.S. Mail; or (c) sent by a

nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier for next day delivery. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be shown below. 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 as to its address any other address by at least fifteen (15) days' written notice to the other parties.

If to the City, to:

City of Texas City, Texas
Attn: Mayor
1801 9th Avenue N
Texas City, Texas 77590
If to the District, to:

Galveston County Municipal Utility District No. 53
Sanford Kuhl Hagan Kugle Parker Kahn LLP
Attn: Joshua J. Kahn
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056
Phone: 713-850-9000
Email: kahn@sklaw.us

If to the Developer, to:

Lakeside Bayou, LLC
Attn: Becky Collins
2201 W. Royal Lane, Suite 240
Irving, Texas 75063
Email: bcollins@star-plex.com

Section 4.02. Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the parties hereto.

Section 4.03. Term. Except as otherwise provided herein, this Agreement shall be in force and effect from the date hereof until the Project is constructed, accepted and the one-year maintenance period has ended.

Section 4.04. Assignability.

This Agreement is not assignable without prior written consent by the City, which consent may be withheld, delayed or conditioned in the sole and absolute discretion of the City.

Section 4.05. Construction and Interpretation. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. The titles assigned to

the various Sections and Articles of this Agreement are for convenience of reference only and shall not be restrictive of the subject matter of any such Section or Article or otherwise affect the meaning, construction, or effect of any part hereof.

Section 4.06. Severability. If any provision or application of this Agreement shall be held illegal, invalid, or unenforceable by any court, the invalidity of such provision or application shall not affect or impair any of the remaining provisions and applications hereof.

Section 4.07. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall never be construed for any benefit for any other party.

Section 4.08. Authorization.

- a. The City Commission of the City authorized this Agreement at an open meeting, properly posted and held, as reflected in the meeting minutes thereto. The City further authorized the execution of this Agreement on its behalf.
- b. The Board of Directors of the District authorized this Agreement at an open meeting, properly posted and held, as reflected in the meeting minutes thereto. The District further authorized the president of the Board of Directors to execute this Agreement on its behalf.

Section 4.09. Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart from and executed by each party hereto in proving this Agreement.

Section 4.10. Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.



Section 4.11. Conflicts. This Agreement is intended to be a stand-alone agreement which is separate from and supplemental to the 2021 Agreements; and, intended to be interpreted and applied consistently with the 2021 Agreements existing at the time of its execution for the purpose of accomplishing the Project. To the extent of any unintended and otherwise irreconcilable conflict between this Agreement and the 2021 Agreements, this Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Cost Sharing Agreement as of the date and year first written herein.

THE CITY:

CITY OF TEXAS CITY, TEXAS

By: _____

ATTEST:

By: _____

THE DISTRICT:

GALVESTON COUNTY MUNICIPAL UTILITY
DISTRICT NO. 53

By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

THE DEVELOPER:

LAKESIDE BAYOU, LLC,
a Texas limited liability company

By: United Development Funding, L.P.,
a Delaware limited partnership
Its: Managing Member

By: United Development Funding, Inc.,
a Delaware Corporation
Its: General Partner

By: _____
Name: _____
Title: _____

EXHIBIT "A"
ESTIMATED PROJECT COSTS

| ITEM NO FROM ARKK COST ESTIMATE | ITEM DESCRIPTION | Lakeside Bayou Capacity Calculations | City of Texas City (Balance of Capacity) | UNIT | QUAN. | EST. UNIT PRICE | TOTAL AMOUNT |
|--|--|--------------------------------------|--|------|-------|-----------------|--------------------|
| PHASE 2A (Well + Appurtenances) | | | | | | | |
| 2 | 700 GPM Water Well | | | LS | 1 | \$2,000,000 | \$2,000,000 |
| 3 | Chlorine & Ammonia Chemical Injection | 52.00% | 48.00% | LS | 1 | \$35,000 | \$35,000 |
| 4 | Phase 2 Yard Piping | | | LS | 1 | \$25,000 | \$25,000 |
| 8 | Aux Generator for Water Well | | | LS | 1 | \$150,000 | \$150,000 |
| | Total Cost | | | | | | |
| PHASE 2A (Tank) | | | | | | | |
| 5 | 20,000 Gallon Hydropneumatic Tank | 52.00% | 48.00% | LS | 1 | \$200,000 | \$200,000 |
| | Total Cost | | | | | | \$200,000 |
| 1 | Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond | 52.00% | 48.00% | LS | 1 | \$74,300 | \$74,300 |
| 9 | Misc. Project Items | 52.00% | 48.00% | LS | 1 | \$34,350 | \$34,350 |
| | Total Cost | | | | | | \$108,650 |
| | Phase 2A Engineering | 40.00% | 60.00% | | | | \$426,184 |
| | Allocation | \$ 170,474 | \$ 255,710 | | | | |
| | Total Hard Cost Phase 2A Incl. Contingency (15%) | 52.00% | 48.00% | | | | \$2,896,448 |
| | Allocation | \$ 1,506,153 | \$ 1,390,295 | | | | |
| | Total 2A Hard Cost | | | | | | \$2,896,448 |
| | Total 2A Engineering Allocation (not incl. in Cap) | \$ 170,474 | \$ 255,710 | | | | |
| | Total 2A Hard Cost Allocation | \$ 1,506,153 | \$ 1,390,295 | | | | |
| | Total 2A Cost Allocation after CAP | \$ 1,676,626 | \$ 1,646,005 | | | | |
| PHASE 2B (Ground Storage Tank & Booster Pump) | | | | | | | |
| 6 | 350,000 Gallon Ground Storage Tank | 52.00% | 48.00% | LS | 1 | \$875,000 | \$875,000 |
| 7 | Improvements to Booster Pump Station | 52.00% | 48.00% | LS | 1 | \$150,000 | \$150,000 |
| | Total Cost | | | | | | \$1,025,000 |
| 1 | Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond (3% of Construction Costs) | 52.00% | 48.00% | LS | 1 | \$30,900 | \$30,900 |
| 9 | Misc. Project Items | 52.00% | 48.00% | LS | 1 | \$34,350 | \$34,350 |
| | Total Cost | | | | | | \$65,250 |
| | Phase 2B Engineering | 40.00% | 60.00% | | | | \$187,110 |
| | Allocation | \$ 74,844 | \$ 112,266 | | | | |
| | Total Hard Cost Phase 2B Incl. Contingency (15%) | | | | | | \$1,253,788 |
| | Total Allocation | \$ 651,970 | \$ 601,818 | | | | |
| | Total 2B Hard Cost | | | | | | \$1,253,788 |
| | Total Engineering Allocation (not incl. in Cap) | \$ 74,844 | \$ 112,266 | | | | |
| | Total 2A Hard Cost Allocation | \$ 1,144,082 | \$ 109,705 | | | | |
| | Total 2ACost Allocation after CAP | \$ 1,218,926 | \$ 221,971 | | | | |
| | Total Project Hard Cost Allocation | \$ 2,650,235 | \$ 1,500,000 | | | | \$4,150,235 |
| | Total Engineering Fee Allocation | \$ 245,318 | \$ 367,976 | | | | \$ 613,294 |
| | Total Project Allocation | \$ 2,895,553 | \$ 1,867,976 | | | | \$4,763,529 |

**EXHIBIT “B”
PROJECT PHASING
[TO BE REVISED]**

Phase 2A Well and Appurtenances: 700 gpm well, Chlorine & Ammonia Chemical Injection, Piping, and Auxiliary Generator for well. Projected Construction Cost: \$2,210,000

Phase 2A Tank: 20,000 Hypopneumatic Tank

Phase 2A Misc Costs: Mobilization, Performance & Payment Bond, One Year Maintenance Bond

Total ESFC’s Phase 2A

- City _____
- District/Developer _____

Phase 2B Ground Storage Tank and Booster Pump: 350,000-gallon ground storage tank and improvements to the Booster Pump Station.

Phase 2B Misc Costs: Mobilization, Performance & Payment Bond, One Year Maintenance Bond and Misc items

Total ESFC’s Phase 2B

- City _____
- District/Developer _____

Exhibit B – Project Phases - FM 517 Water Plant

Phase I is the existing water plant which consists of the following:

- A surface water meter station which supports full buildout of the service area. This installation is fully complete
- A ground storage tank that is 67,500 gallons which supports 337 total connections.
- A 5,000 gallon hydropneumatics tank that supports approximately 250 connections
- A booster pump station that support 418 total connection.

Phase I is completely constructed and operational. It is owned and operated by the City of Texas City, TX. Phase I is not included in the Project which is the subject of this Agreement.

Phase 2 - The Project which is the subject of this Agreement consists of Phase 2A and 2B as follows:

Phase 2A includes the following :

- Well and appurtenances: rated 700 gpm well with chlorine & ammonia chemical injection, piping, auxiliary generator – this water well will provide backup water supply at a rate of 0.35gpm to 2,000 connections.
- Tank: 20,000 gal Hydropneumatic pressurized water tank – this tank will provide for 1,000 total water connections. This tank may replace the existing 5,000 gal or operate in conjunction with the existing tank, at the option of the City.
- Miscellaneous costs: Mobilization, performance & payment bonds, one year maintenance bonds

Phase 2B includes the following:

- 350,000gal Ground Storage Water Tank – this tank in conjunction with the existing tank would provide storage for a total of 2,087 connections.
- Expansion of Booster Station – addition of two booster pumps at 500 gpm each – in conjunction with the existing pumps would provide capacity for 1046 connections.
- Miscellaneous costs: Mobilization, performance & payment bonds, one year maintenance bonds

Phase 2A and 2B shall be designed together as a cohesive expansion of the existing water plant, but may be issued for bids and/or constructed either separately or together as decided by the City, the Developer and the District.

Phase 3 – A future Phase 3 will be necessary to build out the water plant to provide for the ultimate projected buildout of 1,986 total connections in its service area. Phase 3 for ultimate buildout would include at least one additional 20,000 gal hydropneumatic pressurized water tank and an upgrade to the booster station. Phase 3 is not included in the Project which is the subject of this Agreement.

Project Cost Estimate for FM 517 Water Plant Phase 2

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUAN. | EST. UNIT PRICE | TOTAL AMOUNT |
|----------------------------------|---|------|-------|--------------------|-----------------------|
| PHASE 1 | | | | | |
| 1 | Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond | LS | 1 | \$105,200.00 | \$105,200.00 |
| 2 | 700 GPM Water Well | LS | 1 | \$2,000,000.00 | \$2,000,000.00 |
| 3 | Chlorine & Ammonia Chemical Injection | LS | 1 | \$35,000.00 | \$35,000.00 |
| 4 | Phase 2 Yard Piping | LS | 1 | \$25,000.00 | \$25,000.00 |
| 5 | 20,000 Gallon Hydropneumatic Tank | LS | 1 | \$200,000.00 | \$200,000.00 |
| 6 | 350,000 Gallon Ground Storage Tank | LS | 1 | \$875,000.00 | \$875,000.00 |
| 7 | Improvements to Booster Pump Station | LS | 1 | \$150,000.00 | \$150,000.00 |
| 8 | Aux Generator for Water Well | LS | 1 | \$150,000.00 | \$150,000.00 |
| 9 | Misc. Project Items | LS | 1 | \$68,700.00 | \$68,700.00 |
| Subtotal: | | | | | \$3,608,900.00 |
| Total w/ 15% Contingency: | | | | | \$4,150,240.00 |



LAND USE & ACREAGE ANALYSIS

LEGEND

| RESIDENTIAL | COMMERICAL | NON-RESIDENTIAL |
|---------------|------------|-----------------|
| SF 45' X 120' | COM | REC |
| SF 50' X 120' | | RECR |
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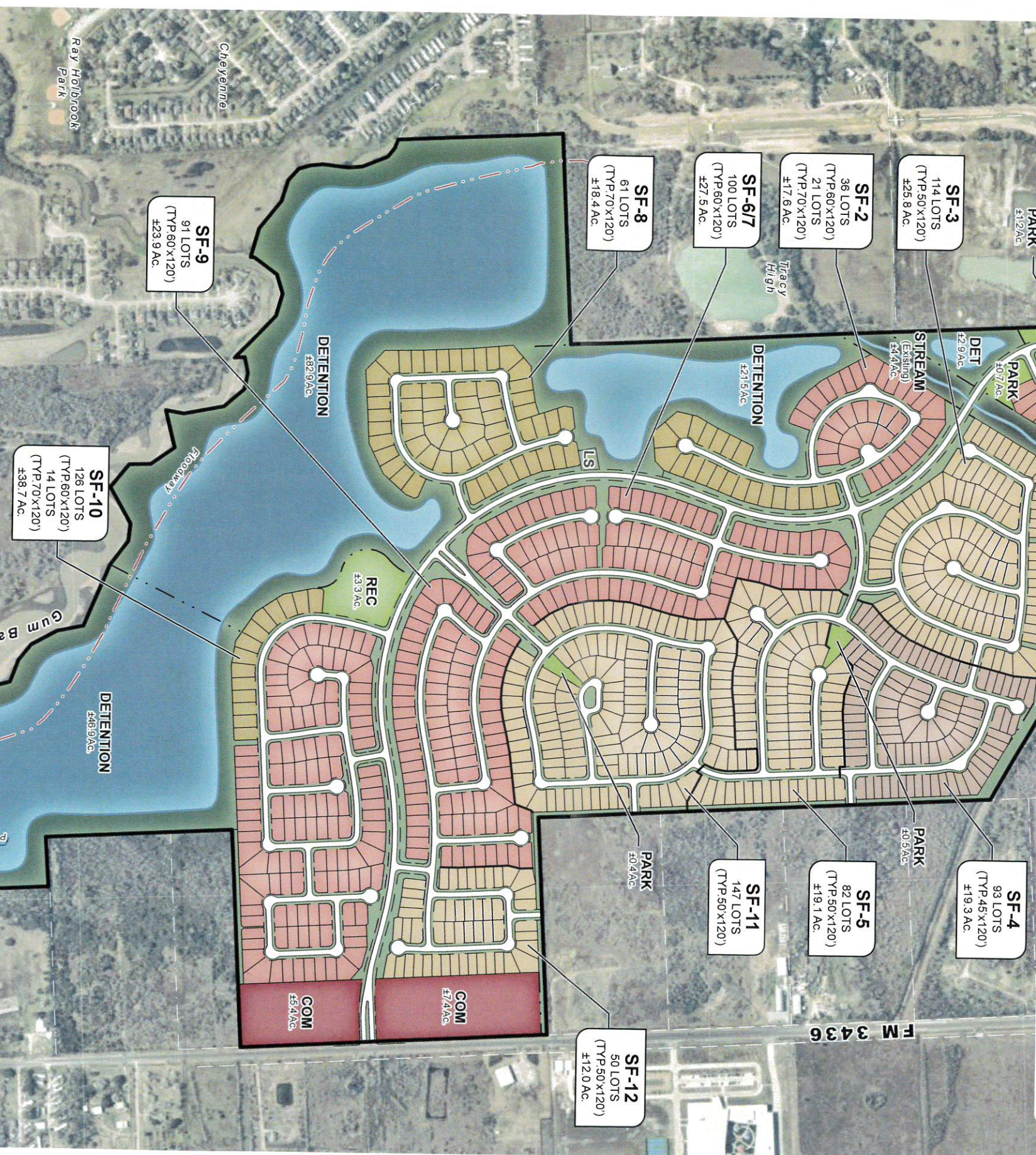
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| | | PROJ |



a schematic development plan for

LAKE SIDE BAYOU

± 438.3 ACRES OF LAND

prepared for

UDF



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

MTA-55001
JULY 21, 2022

SCALE
0 150 300 450

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR CONSTRUCTION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND OR ANY OTHER INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE CLIENT AND ARCHITECT ASSUME ALL RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. ADDITIONAL: NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

8/16/2022

**SOUTHLAKE
PLANNED UNIT DEVELOPMENT**

+ 438.3 Acres

**Prepared For:
418 Southlake, LTD.**

PREPARED BY:

META
PLANNING + DESIGN

24275 Katy Freeway, Suite 200
Katy, TX 77494

APPROVED: XXXXX, 2021

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1. INTRODUCTION

Purpose

This application has been prepared on behalf of 418 Southlake, LTD., pursuant to the City of Texas City's ordinances related to a Planned Unit Development (PUD). The purpose of the PUD is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive development. This PUD will establish development regulations and standards that will ensure a quality development, consistent with the intent of the Texas City Subdivision and Zoning Ordinances.

2. PROJECT DESCRIPTION

Project Overview

Southlake is a ± 438.3 acre Master Planned Community within the City of Texas City, between FM 646 and FM 517 and west of FM 3436. The development will create a unique neighborhood with a strong sense of community. Southlake will boast serene views and ample recreational opportunity for residents with a large lake developed in the southwestern portion of the property along with various parks within the community. The project will be largely composed of residential development along with commercial sites fronting FM 517 and FM 3436 to provide an opportunity for neighborhood retail developments and/or similar commercial uses. This PUD will establish a comprehensive overview of the intended development of the project, including the necessary roadways, drainage and storm water detention improvements. These elements all work together to ensure harmonization of the functional needs of the community (storm water detention along with pedestrian and vehicular circulation) with neighborhood amenities (lakes, trails, parks, community gathering areas) and transportation opportunities (trails and roadways) for residents.

Existing Conditions

As previously addressed, Southlake is located north of FM 517, south of FM 646 and west of FM 3436. Gum Bayou (an extension of the Dickinson Bayou) runs along the southwestern boundary of the property and creates a natural buffer from the existing and future development of neighboring tracts. See Location Plan Exhibit A

A CenterPoint Energy Easement runs east/west along the northern boundary of the site, but no other significant utility corridors traverse the site.

With the exception of Kranz Jr High School on FM 3436 and limited commercial uses along FM 646, the majority of the land immediately surrounding the project is either residential or undeveloped. Therefore, the proposed development is compatible with the surrounding land uses.

Area Mobility

FM 646 and FM 517 provide east/west circulation to the area around Southlake, while FM 3436 provides north/south circulation.

In addition to the surrounding thoroughfares, a neighborhood collector road will be developed within the property to provide circulation in and through the development. The neighborhood collector will connect from FM 646 to FM 3436 as seen on the Southlake Conceptual Land Plan attached as Exhibit B. This road will be built in phases as the project develops over several years.

3. ROADWAYS & CIRCULATION

A Traffic Impact Analysis has been completed and approved by City of Texas City and Texas Department of Transportation for Southlake. This analysis takes into account the traffic generated from the project on the surrounding roadways based on the circulation shown in the Conceptual Land Plan, Exhibit B.

Neighborhood Collector

A Neighborhood Collector road will extend from FM 646 in the north to FM 3436 along the eastern boundary. This will be a 70' wide right of way with a 37' paving section, and either a 4' wide sidewalk on both sides of the roadway, or an 8' wide multi-use path on one side of the roadway. This roadway will be built in two phases with initial access from FM 646. No single-family residential lot will access directly from this roadway. Block lengths do not apply to the Neighborhood Collector. This Neighborhood Collector will be dedicated to the City of Texas City.

Where homes are adjacent to the Neighborhood Collector, they will have a masonry fence.

Local Streets

There will be Local Streets that are internal roadways providing access to residential lots. Local Streets will have a 60' right of way with a 37' paving section. Sidewalks shall be installed by the homebuilder at the time each home is constructed. Block lengths will not be less than 300' or more than 1,200 feet. Local Streets will be dedicated to Texas City.

Within the Local Streets there may be cul de sacs. Cul de sac streets in excess of 600' in length will be limited to local traffic only and limited to a maximum of 30 lots.

Development Agreement

It is acknowledged that the land within the PUD is subject to an existing Development Agreement dated March 15, 2006 with the City (the "Initial Development Agreement"). The City and Developer confirm and agree that as of the effective date of this PUD the Initial Development Agreement is void and of no further effect. A new Development Agreement will be entered into between City and 418 Southlake, LTD, concurrent with this PUD.

Director Qualifying Lots

The conveyance of property within the PUD to any person for the purpose of qualifying such person to be a member of the board of directors of the MUD shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City of Texas City; provided, however, no structure (except for two (2) HUD-certified manufactured homes which may be temporarily located within the PUD for the purpose of qualifying voters or directors of the MUD) shall be constructed on any property conveyed for such purpose unless and until a plat of such portion has been approved by the City.

4. PROPOSED LAND USE

The proposed Conceptual Land Plan for the Southlake development, as illustrated on Exhibit B, shows the preliminary location of all residential, commercial and open space/recreational areas. Density in the project based on 1200 units at full buildout would be 2.74 units per acre.

Primary access to the site will be the Neighborhood Collector road which will be built in phases as development progresses through the community. Upon completion, this new road will connect FM 646 to FM 3436 as well as provide the necessary circulation within the community. In planning for growth of this project and surrounding communities, the developer has planned for commercial sites along FM 3436 and FM 517.

The largest of the storm water detention/lake improvements will be located in the southwest portion of the tract, adjacent to Gum Bayou. The proposed infrastructure will create on-site storm water detention utilizing a permanent lake or lakes that will also be recreational amenities and open space features. A community recreation center is preliminary planned along the Neighborhood Collector road and will be easily accessible to all residents of Southlake.

In conjunction with the standards established within the PUD, the developer intends to create a quality development with cohesive design standards and deed restrictions that will result in a strong sense of community and consistent architectural theme within the project.

Table 1 below illustrates the composition of land uses proposed for the development.

Table 1: Composition of Land Usage

| Land Use | Total Acres (approximate) | Percentage (approximate) |
|------------------------------------|--------------------------------------|-------------------------------------|
| Single Family Residential | 239.7 | 55% |
| Commercial | 15.3 | 3% |
| Drainage and Storm Water Detention | 157.5 | 36% |
| Stream | 4.4 | 1% |
| Parks/Landscape/Open Space | 8.3 | 2% |
| Collector Right-of-way | 13.1 | 3% |
| TOTAL | 438.3 | 100% |

Open Space/ Parkland Dedication

Significant recreational space, landscape and open space will be included within the Southlake PUD. In total, over 40 percent of the overall community is planned to be developed into lakes, storm water detention, parks and/or other open spaces. This includes, as preliminarily planned, an approximately 130-acre lake that provides storm water detention along Gum Bayou in the southwestern portion of the community. The recreation center, with proximity to the lake, will create an oasis for residents to relax and enjoy time with family and neighbors. Smaller pocket parks are proposed for various locations within the residential areas with convenient access for residents as shown on Exhibit C and Exhibit D.

The City of Texas City parks and open space requirement states that one half acre for every 200 proposed dwelling units to be dedicated to the City for the use of parks. Based on the estimated number of single-family residences, the project will be required to provide 4.8 acres of park land. Compliance with the parks and open space requirements for land dedication will be accomplished by constructing numerous parks throughout the community including linear parks, and neighborhood parks. There will also be a private recreational center for the residents of the community. This private facility will start construction no later than with the 300th home and be completed no later than the completion of 500th home. Neighborhood (pocket parks) will have sidewalks and planted open space areas suitable for impromptu games. Trails and linear parks are planned to have pathways, seating areas, and an exercise circuit track. See Exhibit D.

Other neighborhood amenities will consist of entry monumentation at both FM 646 and FM 3436. Wet bottomed amenity/detention ponds with aeration to prevent stagnant water. Recreational opportunities at the large lake at the southwestern end of the project.

Pipeline easements, drainage easements and other areas not already included as open space will, when possible, be incorporated into the community open space plan for use as pedestrian corridors and greenbelts. These areas will then be maintained by the Home Owner's Association or the District.

Land Uses

The Southlake PUD will be divided into two land use zones.

1. Residential
2. Commercial

Table 2 below illustrates the total areas within each zone.

Table 2: Land Use Zones – Area Calculations

| Land Use | Total Acres | Percentage |
|-------------|-------------|------------|
| Residential | 239.7 | 55% |
| Commercial | 15.3 | 4% |

Zoning

The existing zoning district for the subject property is Single Family Residential A-1 and Open Space. The surrounding undeveloped property is currently also zoned as Single Family Residential A-1 and Open Space.

Proposed Zoning

Each of the proposed land uses have been assigned zoning district categories consistent with the current Texas City Zoning Ordinance regulations as of the date of this document.

Residential

The following is the percentage breakdown of the Residential Lots within Southlake:

| Lot Size (Zoning Designation) | % of Total Residential Lots |
|-------------------------------|-----------------------------|
| 45' x 120' (A-2) | 10% |
| 50' x 120' (A) | 40% |
| 60' x 120' (A) | 40% |
| 70' x 120' (A-1) | 10% |

All one-story homes shall be 3 sides masonry (includes brick, stone and stucco). For two-story homes, the requirement will be 3 sides masonry on the first floor with a minimum of 60% masonry overall.

Homes adjacent to the lake detention area will have open decorative fencing in lieu of standard good neighbor fencing.

Commercial

There will also be 15.3 acres of Commercial land. This land will conform to District E General Business (this includes any permitted use in O-P, D, D-1) along with the following uses from E-3, E-4, and LGBD as follows: plant nursery and greenhouses, lumber yards, miniwarehouses, convenience stores/gas stations.

Zoning districts shall be regulated on the basis of the total gross acreage of the project. The zoning district and/or land uses may be altered increased or decreased by up to five percent (5%) by the developers without further approval from the Planning and Zoning Commission or City Commission. This increase shall be applied to the 1200 single family residential lot count and the 15.3 acres of commercial land. The percentage land use area change is required to ensure the success of the development by maintaining the flexibility to modify land use sizes in response to changes in economic and market conditions. This ability to vary the percentage of land use will allow the project to remain competitive in the real estate market over the life of the project and the ability to adjust to market needs in a timely manner.

Land uses may be relocated within the boundaries of the PUD provided they conform to the Texas City requirements for such changes as outlined in this document.

5. UTILITIES

Water & Wastewater

All water and sewer utilities for the development will be provided by the City of Texas City. The City has adequate wastewater collection and treatment capacity for the project. Any upgrades and/or improvements will be addressed in the Development Agreement or the Utility Services Agreement entered into between Developer, City and District as applicable, for the project to be approved concurrently with this PUD.

Detention

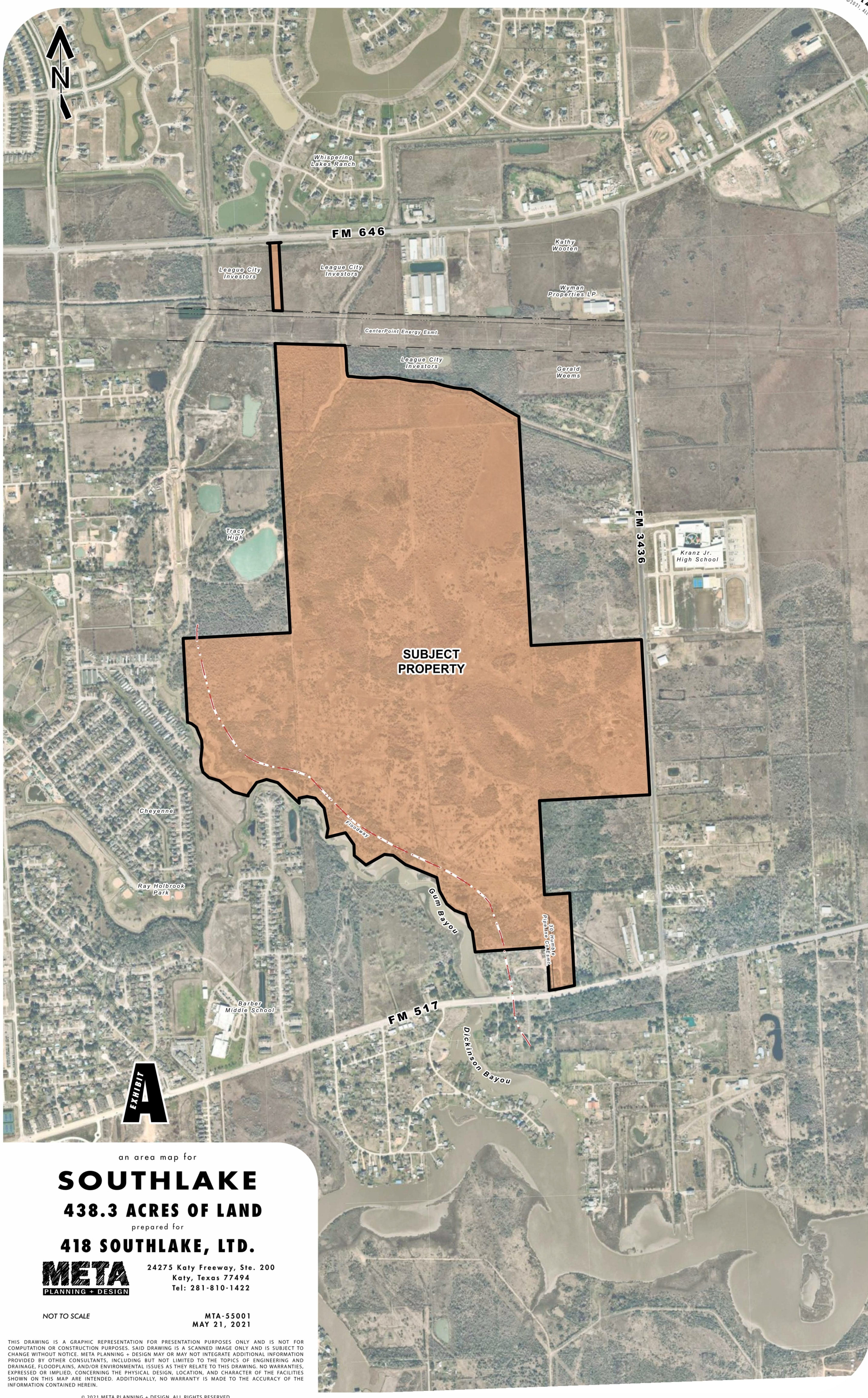
It is contemplated that on-site storm water detention will be provided throughout the project utilizing permanent lakes. One or more of these lakes may be conveyed to the City of League City, Galveston County or other regional entity in fee simple for the purposes of implementing post-Hurricane Harvey regional drainage and detention improvements. Any such conveyance shall require written consent from the City of Texas City. Galveston County Municipal Utility District No. 53 shall maintain the detention areas and may enter into a maintenance cost-sharing agreement with the appropriate entity for their portion of the maintenance expenses.

Storm Drainage

The project will utilize a number of detention basins along with a large lake to detain storm water runoff for the project. There will be a series of swales, culverts, and roadway conveyance systems that will move storm water runoff to these basins. The storm water will discharge into Gum Bayou and ultimately drain into Galveston Bay. A drainage study for the project has been completed and approved by the City of Texas City.

Flood Levels and Potential Flooding

The tract is entirely located within zone AE based on the FEMA Flood Insurance Rate Map number 48167C0235G. Development located within zone AE will be raised above the base flood elevations.



**SUBJECT
PROPERTY**

**EXHIBIT
A**

an area map for
SOUTHLAKE
438.3 ACRES OF LAND
prepared for
418 SOUTHLAKE, LTD.

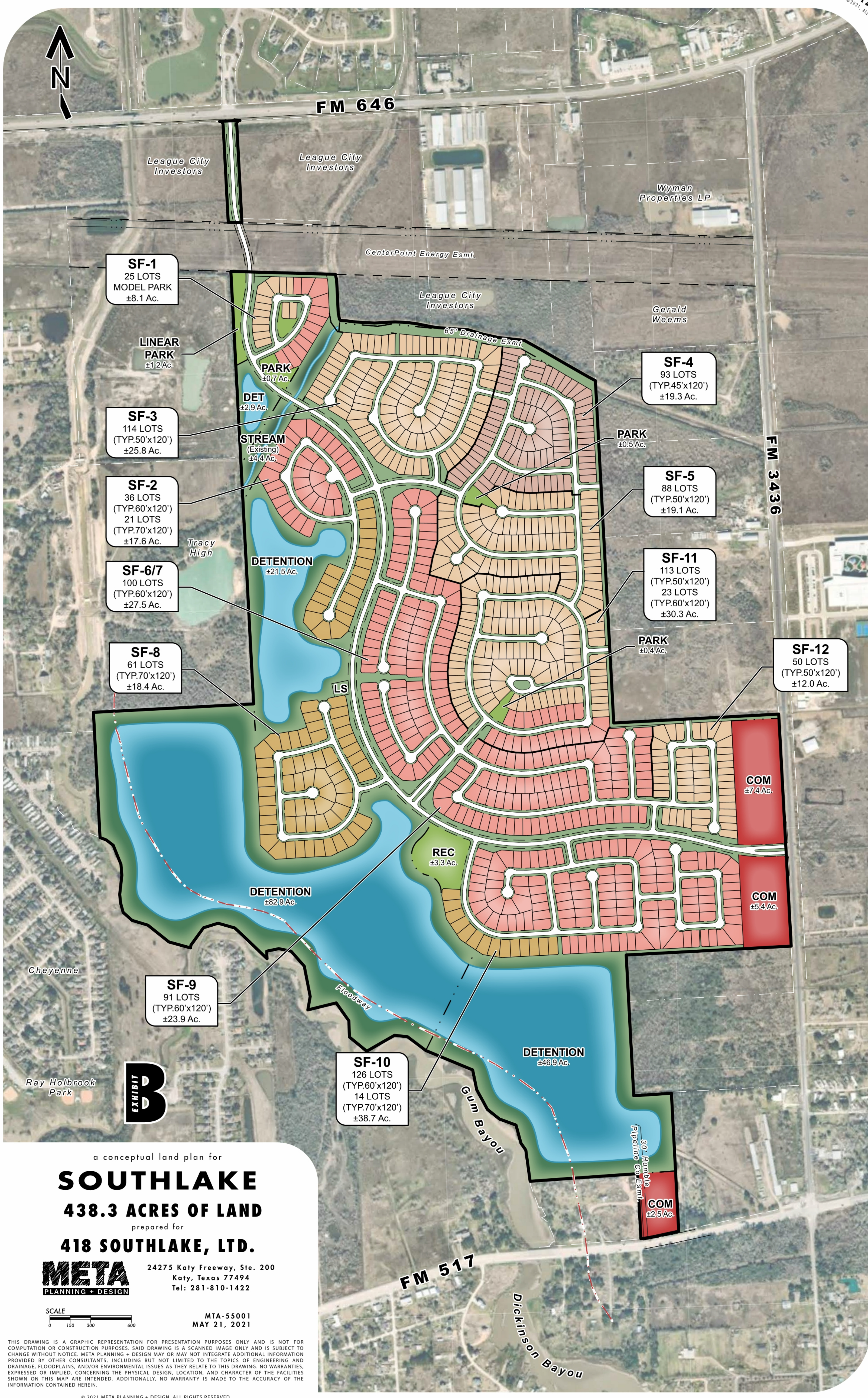
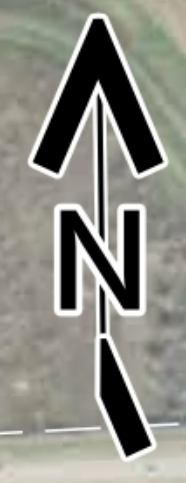


24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

NOT TO SCALE

MTA-55001
MAY 21, 2021

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SF-1
25 LOTS
MODEL PARK
±8.1 Ac.

LINEAR PARK
±12 Ac.

SF-3
114 LOTS
(TYP.50'x120')
±25.8 Ac.

SF-2
36 LOTS
(TYP.60'x120')
21 LOTS
(TYP.70'x120')
±17.6 Ac.

SF-6/7
100 LOTS
(TYP.60'x120')
±27.5 Ac.

SF-8
61 LOTS
(TYP.70'x120')
±18.4 Ac.

SF-9
91 LOTS
(TYP.60'x120')
±23.9 Ac.

SF-10
126 LOTS
(TYP.60'x120')
14 LOTS
(TYP.70'x120')
±38.7 Ac.

SF-4
93 LOTS
(TYP.45'x120')
±19.3 Ac.

SF-5
88 LOTS
(TYP.50'x120')
±19.1 Ac.

SF-11
113 LOTS
(TYP.50'x120')
23 LOTS
(TYP.60'x120')
±30.3 Ac.

SF-12
50 LOTS
(TYP.50'x120')
±12.0 Ac.

COM
±7.4 Ac.

COM
±5.4 Ac.

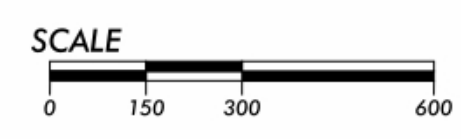
COM
±2.5 Ac.

EXHIBIT B

a conceptual land plan for
SOUTHLAKE
438.3 ACRES OF LAND
prepared for
418 SOUTHLAKE, LTD.

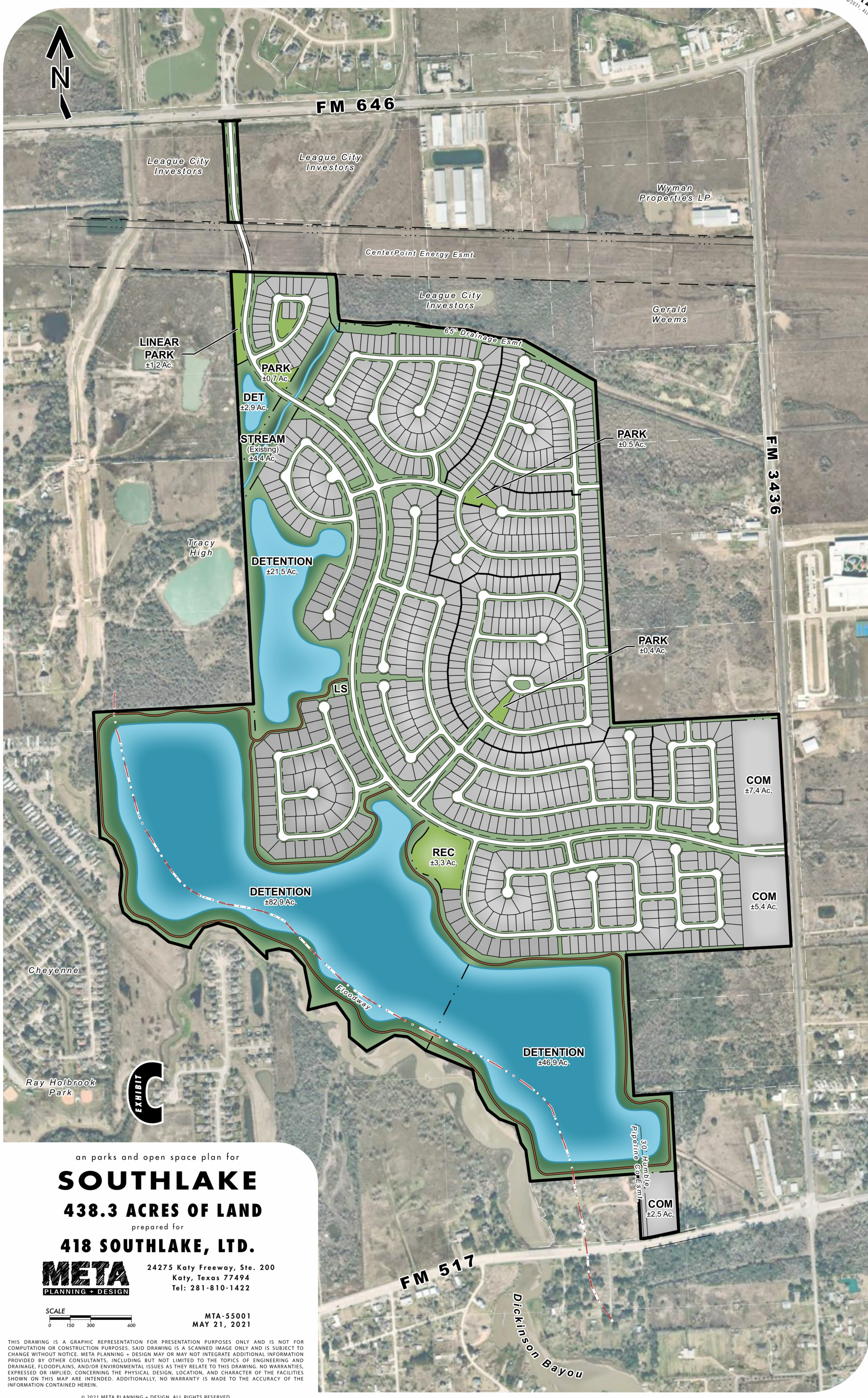
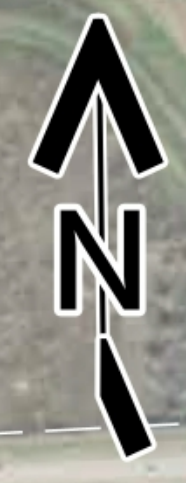


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MTA-55001
MAY 21, 2021

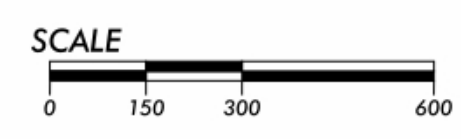
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an parks and open space plan for
SOUTHLAKE
438.3 ACRES OF LAND
prepared for
418 SOUTHLAKE, LTD.



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



MTA-55001
MAY 21, 2021

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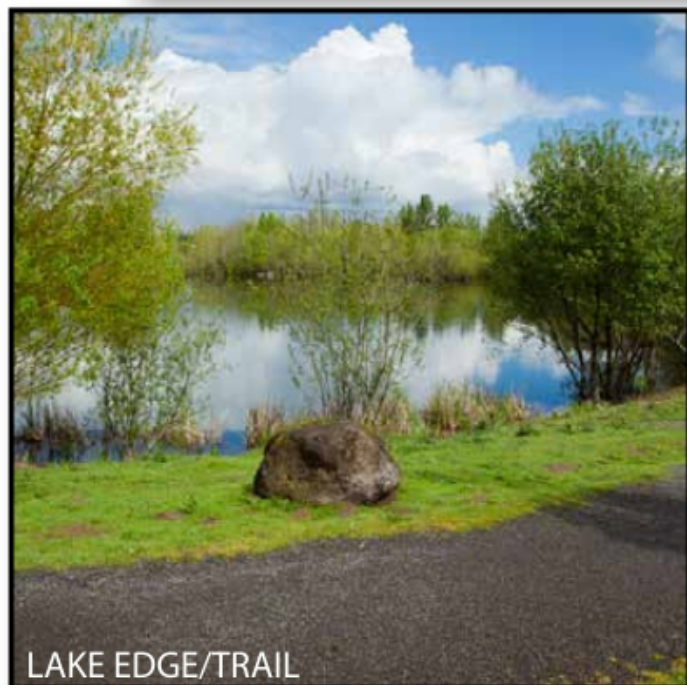
NEIGHBORHOOD GARDEN



LITTLE FREE LIBRARY



LAKE EDGE/TRAIL



LAKE EDGE/TRAIL



FIELDS



PLAYGROUND



LAKE EDGE



FITNESS CIRCUIT

a park and openspace character for
SOUTHLAKE
438.3 ACRES OF LAND
prepared for
418 SOUTHLAKE, LTD.

EXHIBIT D

META
PLANNING + DESIGN

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

SCALE: NTS

MTA-55001
JUNE 01, 2021

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CITY COMMISSION REGULAR MTG

(8) (c)

Meeting Date: 02/21/2024

Amend the fiscal year 2023/2024

Submitted For: Ryan McClellen, Finance

Submitted By: Ryan McClellen, Finance

Department: Finance

Information

ACTION REQUEST

Consider approval of a request to amend the fiscal year 2023-2024 budget to accept and appropriate funds from Lago Mar Development Authority and appropriate fund from the Undesignated Fund Balance Sewer Zone 2.

BACKGROUND (Brief Summary)

The City has come to an agreement with Lago Mar Development Authority to work together to install a 24 and 16 inch force main. The Developer will add \$1,225,107.88 to the cost of the project. Estimated total project cost \$7,977,453. City responsibility \$6,752,345.12, already budgeted \$4,123,505. Amount needed from Undesignated Fund Balance Sewer Zone 2 is \$2,628,841.

RECOMMENDATION

The Finance Department recommends the following Budget Amendments:

| | |
|--|------------------------|
| Create new account for Developer "Lago Mar East Construction Fund" | - \$1,225,107.88 |
| 256000 - 39000 Undesignated Fund Sewer Fund | - (\$2,628,841) |
| 256702-55680-25602 Lago Mar Force Main Phase 1 | - \$2,628,841 |
| Budgeted Lago Mar Force Main Phase 1 | -\$4,123,505 |
| New Budget for Phase 1 | -\$7,977,453.88 |

Fiscal Impact

CITY COMMISSION REGULAR MTG

(8) (d)

Meeting Date: 02/21/2024

Amend the fiscal year 2023/2024 budget

Submitted For: Ryan McClellen, Finance

Submitted By: Ryan McClellen, Finance

Department: Finance

Information

ACTION REQUEST

Consider approval of a request to amend the fiscal year 2023-2024 budget.

BACKGROUND (Brief Summary)

A budget amendment is needed to transfer funds from the Undesignated Fund Balance 255000-39000 to New Project 517 Water Plant Expansion in the amount of \$1,867,976.

RECOMMENDATION

The Finance Department recommends the following Budget Amendment:

Water Fund - Fund 255

Transfer from 255000-39000 (\$1,867,976)

Transfer to New Project 517 Water Plant Expansion \$1,867,976

Fiscal Impact

Attachments

517 Agreement

**COST SHARING AGREEMENT FOR WATER PLANT IMPROVEMENTS
BY AND AMONG
THE CITY OF TEXAS CITY, TEXAS;
GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 53; AND
LAKESIDE BAYOU, LLC**

THE STATE OF TEXAS

COUNTY OF GALVESTON

THIS COST SHARING AGREEMENT FOR WATER PLANT IMPROVEMENTS (the “*Agreement*”) is entered into as of _____, 2024, by and among **THE CITY OF TEXAS CITY, TEXAS** (the “*City*”), a home rule municipality located in Galveston County, Texas, **GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 53** (the “*District*”), a conservation and reclamation district, a body politic and corporate and political subdivision of the State of Texas, created under Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended, and **LAKESIDE BAYOU, LLC** (the “*Developer*”), a Texas limited liability company.

RECITALS:

WHEREAS, the City and 418 Southlake, Ltd. (“*418*”) entered into that certain Development Agreement dated August 18, 2021 (the “*DA*”), and the City, 418 and the District entered into that certain Utility Services Agreement dated August 18, 2021 (the “*USA*”), related to and concerning the development of and provision of water and wastewater utility services to an approximately 423.68-acre tract of land (the “*Property*”) comprising the District and within the corporate boundaries of the City (the DA and the USA referred to collectively herein as the “*2021 Agreements*”); and

WHEREAS, the Developer assumed all of 418’s rights, duties and obligations under the 2021 Agreements by that certain Assignment and Assumption of Development Agreement dated December 21, 2022, and that certain Assignment and Assumption of Utility Services Agreement dated December 21, 2022; and

WHEREAS, the 2021 Agreements commit to and reserve for the Property water capacity and wastewater capacity sufficient to serve 1,200 equivalent single-family connections (“*ESFCs*”), subject to the terms thereof; and

WHEREAS, the 2021 Agreements require certain water system improvements to be constructed at the existing City water plant, and provide that the Developer or the District may fund and construct said improvements pursuant to plans and specification approved by the City in accordance with Consent Conditions; and

WHEREAS, based upon the growth anticipated within the service area of the water plant, the City desires certain components of the water system improvement, being

specifically the water well and the ground storage tank, to be designed to provide for additional regional capacity in excess of the capacity required to serve the Property; and

WHEREAS, the scope and cost of the water system improvements with the water well and ground storage water tank designed to provide additional regional capacity (“the Project) exceeds the cost of the water system improvements necessary to meet the capacity reserved for the Property in the 2021 Agreement, and

WHEREAS, to provide for this additional regional capacity the City has agreed to share in the construction cost of the Project on a pro-rata basis, up to the amount of \$1,500,000, upon the terms and conditions outlined in this Agreement; and

WHEREAS, the City, the District and the Developer have agreed to a phasing plan for construction of the Project, and desire to proceed with its design and construction through the District; and

WHEREAS, the Developer will fund the District’s share of the Project pursuant to that certain Amended and Restated Facilities and Operating Costs Reimbursement Agreement by and between the Developer and the District dated September 26, 2023; and

WHEREAS, the Parties hereto have determined that it is in their mutual best interests to proceed with the Project, and wish to enter into this Agreement to provide for the allocation of costs associated therewith, as estimated on **Exhibit A** attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the City, the District and the Developer agree as follows:

ARTICLE I

DEFINITIONS

“*Project Costs*” shall mean the actual costs directly related to the Project, including but not limited to:

- a. construction contract amounts, including approved change orders;
- b. engineering fees charged by the Engineer (hereinafter defined) attributable to the design and construction of the Project including approved design change orders also known as Additional Service Requests (‘ASR’s); and
- c. all soil tests, topographic studies and other tests, studies or services necessary to design and construct the Project.

A preliminary construction budget (excluding design) was prepared in approximately December of 2022 for the Project is attached hereto for reference as Exhibit A.

“**Engineer**” shall mean ARKK Engineers, LLC, 7322 Southwest Freeway, Houston, Texas 77074.

“**Governmental Requirements**” shall mean all applicable federal, state and municipal laws, ordinances, rules and regulations, and all requirements of any and all governmental entities with jurisdiction over or relating to the performance of the Project.

ARTICLE II

CONSTRUCTION OF THE PROJECT

Section 2.01. Engagement of Engineer. The City shall engage the Engineer to design the Project on behalf of the City, the District and the Developer.

Section 2.02. Project Phasing. The Parties have agreed to phase design and construction of the Project as detailed in **Exhibit B** attached hereto. As delineated in the 2021 Agreements, the capacity funded by the Developer in each phase of the Project shall be reserved by the City for the benefit of the Developer and the Property, and in no event shall the City or the District allocate such reserved capacity to any other developer or landowner, or for the benefit of land other than the Property, unless expressly agreed upon by the Developer in writing. The Parties further agree that any third party seeking capacity in the Project will be required to bear its pro-rata share of the Project construction costs, based upon the capacity allocated and agreed to by all parties by written amendment, to this Agreement.

Section 2.03. Design. The Engineer will prepare the plans and specifications for the construction of each phase of the Project. The Engineer will secure approvals from all regulatory bodies having jurisdiction over the Project, all in accordance with all Governmental Requirements. During Engineer’s design of each phase, the Engineer shall conduct bi-weekly meetings with the City, the District and the Developer. Upon completion, the City, the District and the Developer will review the plans for each phase of the Project and provide comments. The City shall approve the design for construction in accordance with the USA.

Section 2.04. Bid Award and Contracts. The District shall advertise for bids, award, construct and convey each applicable phase of the Project in accordance with Section 2.1 of the USA. The District will send written notice to the City and the Developer of its recommendation of award for each phase of the Project within seven (7) business days of the bid opening for concurrence. The Board of Directors of the District (the “**Board**”) shall award a contract to the lowest responsive responsible bidder (each a “**Contract**”).

Section 2.05. Allocation of Project Costs. The Parties hereby agree to pay for the Project Costs in the following proportions:

- a. Design Costs:
 - i. **The City** - **60.0%**
 - ii. **The Developer/District** - **40.0%**

- b. Construction Costs:
 - iii. **The City** - **48.0% (not to exceed \$1.5 million)**
 - iv. **The Developer/District** - **52.0%**

Section 2.06. Payment of Project Costs.

- a. Design Costs. The City shall provide to the District and the Developer a copy of each invoice from the Engineer immediately upon receipt, but in no event later than five (5) business days after the City's receipt of same. The District, or the Developer on behalf of the District, shall review and approve or provide comments/questions about the invoice no later than five (5) business days after receipt. Upon concurrence by the District or Developer on behalf of the District, the City shall pay the invoice in full and then invoice the District or Developer on behalf of the District for its pro-rata share of each such invoice to ARKK. The District or Developer on behalf of the District shall pay the City's invoice within thirty (30) days of receipt from the City.

- b. Construction Costs. The Engineer shall provide to the City, the District and the Developer a copy of each Contract pay application received. The City shall pay its pro-rata share of each such pay application to the District within thirty (30) days. The Board of the District, upon recommendation of the Engineer, shall remit payment of each pay application to the contractor. Notwithstanding the foregoing, the City, the District and the Developer acknowledge and agree that the City's pro-rata share of the construction costs shall not exceed \$1,500,000 (the "**City Cap**"). To the extent the construction costs exceed the City Cap, the District, or the Developer on behalf of the District, as applicable, shall be solely responsible for such excess costs.

Section 2.07. Ownership and Maintenance of the Project. The Project shall be owned, operated, and maintained by the City pursuant to the terms of the 2021 Agreements.

Section 2.08. Insurance and Indemnification. In addition to all applicable insurance and indemnification requirements within each Contract, it is an express condition to this Agreement and each such Contract that (i) the City, the District, the Developer and the

Engineer shall be named as an additional insured by the contractor; (ii) the contractor waive subrogation in favor of the City, the District, the Developer and the Engineer; (iii) the contractor provide a Certificate of Insurance, as described in the Contract, to each of the City, the District, the Developer and the Engineer; and (iv) each of the City, the District, the Developer and the Engineer, as well as their officers, consultants, employees, agents and representatives, be named as indemnified parties in each and every instance for which the Contract provides for indemnification or other limitation of liability.

ARTICLE III

GENERAL PROVISIONS

Section 3.01. Credit of Impact Fees. As described in Section 2.8 of the USA, the Developer and/or the District, as appropriate, shall be entitled to a dollar for dollar credit against City water or wastewater impact fees to the extent of the funds advanced by the Developer or the District for the Project. Further, To the extent allowed by law and the Impact Fee Schedule, any City water or wastewater impact fee *in excess of \$1,500,000.00* generated from *the Project by* development in the City outside of the Property and within the service area served by *the Project* financed by the Developer or the District, may be used to reimburse the Developer or the District for funds advanced for the Project to the extent that the Developer or District advanced funds in excess of the total amount of City water or wastewater impact fees owed for the Property, promptly as such funds are available to the City.

Section 3.02. Representations and Warranties by the City and the District. The City and the District represent, warrants and covenant that:

- a. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by their respective entities, boards and/or councils;
- b. This Agreement, and the representations and covenants contained herein, and the consummation of the transaction contemplated herein, will not violate or constitute a breach of any contract or other agreement to which the City or the District is a party;
- c. The Project is included in the current CIP and the City Commission of the City has approved funds related to the payment of its pro-rata share for the Project, up to the City Cap;
- d. The City represents and covenants that it has the legal authority to enter into this Agreement by the Constitution and laws of the State of Texas; and
- e. The District represents and covenants that it has the legal authority to enter into this Agreement by the Constitution and laws of the State of Texas; and

Section 3.03. Representations and Warranties by the Developer. The Developer represents, warrants and covenants that:

- a. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized as provided in its Company Agreement;
- b. This Agreement, and the representations and covenants contained herein, and the consummation of the transaction contemplated herein, will not violate or constitute a breach of any contract or other agreement to which the Developer is a party;
- c. The appropriate officers of the Developer have approved the Project, and the Developer has funds on hand sufficient to pay the District's pro-rata share of the Project Costs as contemplated herein; and
- d. The Developer has the legal authority to enter into this Agreement.

Section 3.04. Survival of Representations. All representations and warranties of the City, the District and the Developer shall survive completion of the Project.

Section 3.05. Remedies. In the event of default under this Agreement by the City, the District or the Developer, which default is not cured within thirty (30) days after receipt of written notice by such defaulting party, the non-defaulting party(ies) shall have the option to: (a) pursue all remedies provided by law; and (2) to proceed with the construction of the Project. Any non-defaulting party hereto may employ attorneys to pursue its legal rights hereunder, and the defaulting party shall be obligated to pay all damages, costs and expenses in connection therewith incurred by the non-defaulting parties, including reasonable attorneys' fees.

Section 3.06. Expiration of Agreement. Notwithstanding any other provision in this Agreement, if construction of the Project does not commence within three (3) years from the date of this Agreement, this Agreement shall expire unless extended in writing by the parties.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Recitals Incorporated. The recitals of this Agreement are hereby found and declared to be true and correct and are hereby incorporated into the body of this Agreement as if copied in their entirety, and shall be considered part of the mutual covenants, consideration and promises that bind the City, the District and the Developer.

Section 4.02. Addresses and Notices. Unless otherwise provided in this Agreement, any notice herein provided or permitted to be given, made, or accepted by any party must be in writing. Any notice shall be either (a) personally delivered to the address set forth below, in which case it shall be deemed delivered on the date of delivery to the addressee; or (b) sent by registered or certified mail/return receipt requested, in which case it shall be deemed delivered the date upon which it is deposited in the U.S. Mail; or (c) sent by a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier for next day delivery. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be shown below. 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 as to its address any other address by at least fifteen (15) days' written notice to the other parties.

If to the City, to:

City of Texas City, Texas
Attn: Mayor
1801 9th Avenue N
Texas City, Texas 77590

If to the District, to:

Galveston County Municipal Utility District No. 53
Sanford Kuhl Hagan Kugle Parker Kahn LLP
Attn: Joshua J. Kahn
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056
Phone: 713-850-9000
Email: kahn@sklaw.us

If to the Developer, to:

Lakeside Bayou, LLC
Attn: Becky Collins
2201 W. Royal Lane, Suite 240
Irving, Texas 75063
Email: bcollins@star-plex.com

Section 4.02. Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the parties hereto.

Section 4.03. Term. Except as otherwise provided herein, this Agreement shall be in force and effect from the date hereof until the Project is constructed, accepted and the one-year maintenance period has ended.

Section 4.04. Assignability.

This Agreement is not assignable without prior written consent by the City, which consent may be withheld, delayed or conditioned in the sole and absolute discretion of the City.

Section 4.05. Construction and Interpretation. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. The titles assigned to the various Sections and Articles of this Agreement are for convenience of reference only and shall not be restrictive of the subject matter of any such Section or Article or otherwise affect the meaning, construction, or effect of any part hereof.

Section 4.06. Severability. If any provision or application of this Agreement shall be held illegal, invalid, or unenforceable by any court, the invalidity of such provision or application shall not affect or impair any of the remaining provisions and applications hereof.

Section 4.07. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall never be construed for any benefit for any other party.

Section 4.08. Authorization.

- a. The City Commission of the City authorized this Agreement at an open meeting, properly posted and held, as reflected in the meeting minutes thereto. The City further authorized the execution of this Agreement on its behalf.
- b. The Board of Directors of the District authorized this Agreement at an open meeting, properly posted and held, as reflected in the meeting minutes thereto. The District further authorized the president of the Board of Directors to execute this Agreement on its behalf.

Section 4.09. Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart from and executed by each party hereto in proving this Agreement.

Section 4.10. Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

Section 4.11. Conflicts. This Agreement is intended to be a stand-alone agreement which is separate from and supplemental to the 2021 Agreements; and, intended to be interpreted and applied consistently with the 2021 Agreements existing at the time of its execution for the purpose of accomplishing the Project. To the extent of any unintended

and otherwise irreconcilable conflict between this Agreement and the 2021 Agreements, this Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Cost Sharing Agreement as of the date and year first written herein.

THE CITY:

CITY OF TEXAS CITY, TEXAS

By: _____
Dedrick D. Johnson, Sr, Mayor

ATTEST:

By: _____
Rhomari Leigh, City Secretary

THE DISTRICT:

GALVESTON COUNTY MUNICIPAL UTILITY
DISTRICT NO. 53

By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

THE DEVELOPER:

LAKESIDE BAYOU, LLC,
a Texas limited liability company

By: United Development Funding, L.P.,
a Delaware limited partnership
Its: Managing Member

By: United Development Funding, Inc.,
a Delaware Corporation
Its: General Partner

By: _____
Name: _____
Title: _____

EXHIBIT "A"
ESTIMATED PROJECT COSTS

| ITEM NO FROM ARKK COST ESTIMATE | ITEM DESCRIPTION | Lakeside Bayou Capacity Calculations | City of Texas City (Balance of Capacity) | UNIT | QUAN. | EST. UNIT PRICE | TOTAL AMOUNT |
|--|--|--------------------------------------|--|------|-------|-----------------|--------------------|
| PHASE 2A (Well + Appurtenances) | | | | | | | |
| 2 | 700 GPM Water Well | | | LS | 1 | \$2,000,000 | \$2,000,000 |
| 3 | Chlorine & Ammonia Chemical Injection | | | LS | 1 | \$35,000 | \$35,000 |
| 4 | Phase 2 Yard Piping | 52.00% | 48.00% | LS | 1 | \$25,000 | \$25,000 |
| 8 | Aux Generator for Water Well | | | LS | 1 | \$150,000 | \$150,000 |
| | Total Cost | | | | | | \$2,210,000 |
| PHASE 2A (Tank) | | | | | | | |
| 5 | 20,000 Gallon Hydropneumatic Tank | 52.00% | 48.00% | LS | 1 | \$200,000 | \$200,000 |
| | Total Cost | | | | | | \$200,000 |
| 1 | Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond | 52.00% | 48.00% | LS | 1 | \$74,300 | \$74,300 |
| 9 | Misc. Project Items | 52.00% | 48.00% | LS | 1 | \$34,350 | \$34,350 |
| | Total Cost | | | | | | \$108,650 |
| | Phase 2A Engineering | 40.00% | 60.00% | | | | \$426,184 |
| | Allocation | \$ 170,474 | \$ 255,710 | | | | |
| | Total Hard Cost Phase 2A Incl. Contingency (15%) | 52.00% | 48.00% | | | | \$2,896,448 |
| | Allocation | \$ 1,506,153 | \$ 1,390,295 | | | | |
| | Total 2A Hard Cost | | | | | | \$2,896,448 |
| | Total 2A Engineering Allocation (not incl. in Cap) | \$ 170,474 | \$ 255,710 | | | | |
| | Total 2A Hard Cost Allocation | \$ 1,506,153 | \$ 1,390,295 | | | | |
| | Total 2A Cost Allocation after CAP | \$ 1,676,626 | \$ 1,646,005 | | | | |
| PHASE 2B (Ground Storage Tank & Booster Pump) | | | | | | | |
| 6 | 350,000 Gallon Ground Storage Tank | 52.00% | 48.00% | LS | 1 | \$875,000 | \$875,000 |
| 7 | Improvements to Booster Pump Station | 52.00% | 48.00% | LS | 1 | \$150,000 | \$150,000 |
| | Total Cost | | | | | | \$1,025,000 |
| 1 | Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond (3% of Construction Costs) | 52.00% | 48.00% | LS | 1 | \$30,900 | \$30,900 |
| 9 | Misc. Project Items | 52.00% | 48.00% | LS | 1 | \$34,350 | \$34,350 |
| | Total Cost | | | | | | \$65,250 |
| | Phase 2B Engineering | 40.00% | 60.00% | | | | \$187,110 |
| | Allocation | \$ 74,844 | \$ 112,266 | | | | |
| | Total Hard Cost Phase 2B Incl. Contingency (15%) | | | | | | \$1,253,788 |
| | Total Allocation | \$ 651,970 | \$ 601,818 | | | | |
| | Total 2B Hard Cost | | | | | | \$1,253,788 |
| | Total Engineering Allocation (not incl. in Cap) | \$ 74,844 | \$ 112,266 | | | | |
| | Total 2A Hard Cost Allocation | \$ 1,144,082 | \$ 109,705 | | | | |
| | Total 2ACost Allocation after CAP | \$ 1,218,926 | \$ 221,971 | | | | |
| | Total Project Hard Cost Allocation | \$ 2,650,235 | \$ 1,500,000 | | | | \$4,150,235 |
| | Total Engineering Fee Allocation | \$ 245,318 | \$ 367,976 | | | | \$ 613,294 |
| | Total Project Allocation | \$ 2,895,553 | \$ 1,867,976 | | | | \$4,763,529 |

EXHIBIT “B”
PROJECT PHASES – FM 517 WATER PLANT

Phase 1 is the existing water plant which consists of the following:

- A surface water meter station which supports full buildout of the service area. This installation is fully complete
- A ground storage tank that is 67,500 gallons which supports 337 total connections.
- A 5,000 gallon hydropneumatics tank that supports approximately 250 connections
- A booster pump station that supports 418 total connections.

Phase 1 is completely constructed and operational. It is owned and operated by the City of Texas City, TX.

Phase 1 is not included in the Project which is the subject of this Agreement.

Phase 2 - The Project which is the subject of this Agreement consists of Phase 2A and 2B as follows:

Phase 2A includes the following :

- Well and appurtenances: rated 700 gpm well with chlorine & ammonia chemical injection, piping, auxiliary generator – this water well will provide backup water supply at a rate of 0.35gpm to 2,000 connections.
- Tank: 20,000 gal Hydropneumatic pressurized water tank – this tank will provide for 1,000 total water connections. This tank may replace the existing 5,000 gal or operate in conjunction with the existing tank, at the option of the City.
- Miscellaneous costs: Mobilization, performance & payment bonds, one year maintenance bonds

Phase 2B includes the following:

- 350,000gal Ground Storage Water Tank – this tank in conjunction with the existing tank would provide storage for a total of 2,087 connections.
- Expansion of Booster Station – addition of two booster pumps at 500 gpm each – in conjunction with the existing pumps would provide capacity for 1046 connections.
- Miscellaneous costs: Mobilization, performance & payment bonds, one year maintenance bonds

Phase 2A and 2B shall be designed together as a cohesive expansion of the existing water plant, but may be issued for bids and/or constructed either separately or together as decided by the City, the Developer and the District.

Phase 3 – A future Phase 3 will be necessary to build out the water plant to provide for the ultimate projected buildout of 1,986 total connections in its service area. Phase 3 for ultimate buildout would include at least one additional 20,000 gal hydropneumatic pressurized water tank and an upgrade to the booster station. Phase 3 is not included in the Project which is the subject of this Agreement.

CITY COMMISSION REGULAR MTG

(8) (e)

Meeting Date: 02/21/2024

Amend the fiscal year 2023/2024 budget

Submitted For: Ryan McClellen, Finance

Submitted By: Ryan McClellen, Finance

Department: Finance

Information

ACTION REQUEST

Consider approval of a request to amend the fiscal year 2023-2024 budget.

BACKGROUND (Brief Summary)

A budget amendment is needed to transfer funds from the General Fund Undesignated Fund Balance to Maintenance - Swimming Pools. In the amount of \$300,000. This transfer is needed to repaint the Natatorium ceiling.

RECOMMENDATION

The Finance Department recommends the following Budget Amendment:

General Fund 101000-39000 - (\$300,000)

Maintenance Swimming Pools - (\$300,000)

Fiscal Impact