

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

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS MEETING

AGENDA

DECEMBER 17, 2025 - 3:00 P.M.

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

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

1. DECLARATION OF QUORUM
2. ROLL CALL
3. CONFLICT OF INTEREST DECLARATION
4. PUBLIC COMMENTS
5. Consider Approval of the November 19, 2025, Meeting Minutes.
6. NEW BUSINESS
  - a. Discussion and possible action on Resolution No. 2025-43, accepting bids for ITB 2026-002 and entering into a contract for the 6th Street Community Plaza Maintenance contract.
  - b. Discussion and possible action on Resolution No. 2025-44, allocation of funds to design and place a custom mural on the 100ftx15ft wall facing the 6th Street Community Plaza.
  - c. Discussion and possible action on Resolution No. 2025-45, allocation of funds for the purpose of beautifying the 6th Street Community Plaza area in preparation for mural placement.

- d. Discussion and possible action on Resolution No. 2025-46, conveying one parcel of property to Habitat for Humanity, further described as Lot 410, GCAD ID 758485.
  - e. Discussion and possible action on Resolution No. 2025-47, approving the purchase of a .215-acre parcel located at 114 1st Avenue North, Property ID # 224018 , within the Industrial Business District.
7. UPDATES AND REPORTS
- a. TCLM Chamber Update  
Small Business Development Update  
TCISD Update  
Industry Update
  - b. City of Texas City Staff Update
8. REQUEST AGENDA ITEMS FOR FUTURE MEETINGS
9. ADJOURNMENT

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON DECEMBER 11, 2025, PRIOR TO 3:00 P.M., AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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Texas City Economic Development Corporation

**TCEDC Agenda**

**5.**

**Meeting Date:** 12/17/2025

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

**Department:** City Secretary

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**ACTION REQUEST (Brief Summary)**

Consider Approval of the November 19, 2025, Meeting Minutes.

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Attachments**

Minutes

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TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS MEETING

MINUTES

NOVEMBER 19, 2025 - 3:00 PM

CITY HALL CONFERENCE ROOM

The Texas City Economic Development Corporation Board of Directors met November 19, 2025, at 3:00P.M., in the City Hall Conference Room, 1801 9th Avenue North, in Texas City, Texas. A quorum having been met, the meeting was called to order at 3:01 P.M. by Mark Ciavaglia with the following in attendance:

**(1) DECLARATION OF QUORUM**

**(2) ROLL CALL**

Present: Mark Ciavaglia, Chairperson  
Randy Dietel, Vice-Chairperson  
Dedrick D. Johnson, Mayor/ Director  
Brandon Brooks, Director  
Phil Roberts, Director

Absent: Cynthia Rushing, Ex-Officio Member / Treasurer

Staff Present: Jon Branson, Executive Director of Management Services  
Kristin Edwards, Economic Development Director  
Renee Edgar, Alternate Board Secretary  
George Fuller, Director of Municipal Services  
Nicole Miller, Parks, Recreation, and Tourism Director  
Jason Gravitt, Project Administrator  
Gwynetheia Pope, Purchasing Coordinator  
Ariel Callis, Economic Project Manager  
Jade Jones, Community Events and Tourism Manager  
Brianna Galicia, Administrative Assistant  
DeAndre' Knoxson, Commissioner District 1

Attendees: Travis Beltz, Marathon Petroleum

**(3) CONFLICT OF INTEREST DECLARATION**

There were none.

**(4) PUBLIC COMMENTS**

There were none.

- (5) Consider Approval of the Economic Development Corporation October 15, 2025, Meeting Minutes.

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

**Vote:** 5 - 0 CARRIED

(6) NEW BUSINESS

- (a) Discuss and take action on Election of Officers and Oath of Officers.

The Board unanimously voted to keep Mark Ciavaglia as Chairperson and Randy Dietel as Vice-Chairperson.

Renee Edgar, Alternate Board Secretary, Performed the Oath of Office.

Motion by Director Phil Roberts, Seconded by Mayor/ Director Dedrick D. Johnson

**Vote:** 5 - 0 CARRIED

- (b) Discussion and possible action on Resolution No. 2025-35, approving the actions of the Officers of the Texas City Economic Development Corporation for fiscal year 2024-2025.

Jon Branson, Executive Director of Management Services, stated that this item serves to validate smaller actions, like change orders within the budget's allowable advertisement percentage, that don't require formal Board approval.

Motion by Vice-Chairperson Randy Dietel, Seconded by Director Phil Roberts

**Vote:** 5 - 0 CARRIED

- (c) Discussion and possible action on Resolution No. 2025-36, authorizing Fiscal Year 2026 Economic Development Corporation budget.

Kristin Edwards, Economic Development Director, discussed that the adopted budget does not match the submitted amounts from EDC staff but remains within the City's overall budget parameters. Staff may request adjustments throughout the year.

Jon Branson, Executive Director of Management Services, explained more of the line item Contractual Services and stated that Professional Fees needs to be corrected.

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

**Vote:** 5 - 0 CARRIED

- (d) Discussion and possible action on Resolution No. 2025-37, authorizing a budget adjustment in the amount of \$281,959.00 to support a bridge replacement project at Bayou Golf Course.

Kristin Edwards, the Economic Development Director, stated that since the board authorized an incentive grant to support the bridge replacement project at the Bayou Golf Course, a budget adjustment of \$281,959.00 is now needed.

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

**Vote:** 5 - 0 CARRIED

- (e) Discussion and possible action on Resolution No. 2025-38, authorizing an incentive grant to support bridge replacement project at the Bayou Golf Course.

Mark Ciavaglia, Chairperson, requesting to read this item before 6d.

Kristin Edwards, the Economic Development Director, recommends that the board approve an incentive grant of \$281,959.00 to support the bridge replacement process.

Nicole Miller, Parks, Recreation, and Tourism Director, along with Jason Gravitt, Project Administrator, answered questions from the board about the proposed bridge replacement project at the Bayou Golf Course.

Motion by Mayor/ Director Dedrick D. Johnson, Seconded by Director Brandon Brooks

**Vote:** 5 - 0 CARRIED

- (f) Discussion and possible action on Resolution No. 2025-39, authorizing demolition costs for property located at 2602 21st Street North.

Motion by Director Phil Roberts, Seconded by Director Brandon Brooks

**Vote:** 5 - 0 CARRIED

- (g) Discussion and possible action on Resolution No. 2025-40, authorizing a professional agreement with HdL Companies for Sales Tax administration/compliance consulting.

Kristin Edwards, Economic Development Director, recommends approving a \$11,200 annual professional services agreement with HdL Companies for sales tax administration and compliance consulting, along with contingent audit and recovery fees.

Mark Ciavaglia, Chairperson, asked to amend the motion to include pending legal review before approval.

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

**Vote:** 5 - 0 CARRIED

- (h) Discussion and possible action on Resolution No. 2025-41, authorizing a contribution to Higher Up Texas in the amount of \$2,500.00.

Kristin Edwards, Economic Development Director, highlighted the need for a dedicated classroom at Texas City High School for hands-on instruction in financial literacy, professional development, communication, and civic engagement.

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

**Vote:** 5 - 0 CARRIED

- (i) Discussion and possible action on Resolution No. 2025-42, authorizing approval of purchase of two adjacent properties located within the Industrial Business District.

Kristin Edwards, Economic Development Director, announced a conditional offer to purchase the properties, pending approval by the Economic Development Committee (EDC). Clara Holcomb has confirmed their readiness to accept the offer. Funds are available in the FY26 EDC Budget (Fund 801).

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

**Vote:** 5 - 0 CARRIED

**(7) UPDATES AND REPORTS**

- (a) Texas City-La Marque Chamber  
Texas City ISD  
Small Business Development  
Industrial

Travis Beltz, from Marathon Petroleum, was in the audience but had no new updates or reports for the board.

- (b) City of Texas City Staff

Jon Branson, Executive Director of Management Services, commended Kristin Edwards for her nomination and successful election to the title of Vice Chairperson of HDRA Houston Regional Economic Development Alliance.

Kristin Edwards, Economic Development Director, gave an update on Shoal Point, the Galveston LNG Project, and the route-establishment project between Loop 197. She discussed the success of the Pipelines Workshop held on October 21, 2025. As well as an update on The Phoenix; they have five (5) clients and three (3) prospective clients. The Community Plaza has received good attendance at its events, and Kristin expressed her gratitude to her staff.

**(8) REQUEST AGENDA ITEMS FOR FUTURE MEETINGS**

There were none.

**(9) ADJOURNMENT**

Having no further business, Mark Ciavaglia adjourned at 4:07 p.m.

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Board Secretary  
Texas City Economic Development Corporation

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



## TCEDC Agenda

6. a.

**Meeting Date:** 12/17/2025

Approve bid recommendation for 6th Street Community Plaza Maintenance services, and authorize the Texas City Economic Development Corporation to enter into a maintenance contract.

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

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

**Department:** Economic Development

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

Approve bid recommendation for 6th Street Community Plaza Maintenance services, and authorize the Texas City Economic Development Corporation to enter into a maintenance contract.

### **BACKGROUND**

After years of work on the part of the Texas City Economic Development Corporation, Economic Development staff and landscape architect Clark Condon, the 6th Street Community Plaza has officially opened to the public. From the initial concept, the plan to maintain the Community Plaza was to contract out the maintenance services for the park, including but not limited to, mowing, edging, pruning, weed control, pest control, fertilization, power washing, water features & Spray-Ground maintenance, and artificial turf maintenance.

Economic Development staff worked with Clark Condon as well as the City's Purchasing Department to develop Invitation to Bid (ITB) 2026-002, "Texas City Community Plaza: Various Maintenance Services." The ITB was issued in October 2025, and the City received four responses. The four bids received ranged from \$88,500 to \$132,005.37. Clark Condon has made a recommendation to award the contract to the HILD Foundation and authorize the company to conduct the associated work. Staff is also recommending the bid award to HILD Foundation, the low qualified bidder, and a Texas City Contractor in the amount of \$88,500.

Economic Development staff recommends approval of the bid award and requests the TCEDC approve a maintenance agreement with HILD Foundation. As written, the agreement is for two (2) consecutive years with one (1) 12-month renewal option.

### **ANALYSIS**

Approve bid recommendation for 6th Street Community Plaza Maintenance contract with the HILD Foundation and enter into a maintenance contract in the amount of \$88,500 annually.

### **ALTERNATIVES CONSIDERED**

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#### **Attachments**

HILD Foundation contract

## Bid recommendation

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## **STANDARD AGREEMENT**

(Version 6-12-2025)

**State of Texas**

**City of Texas City**

**Resolution Number: 25-XXX**

**Solicitation Number: ITB 2026-006**

**Term of Contract: Two (2) years, with one (1) additional twelve-month renewal option**

**Contract dates: 01/05/2026-01/04/2028**

### **Terms:**

This AGREEMENT (“Agreement”) is entered by and between **Hild Foundation Corporation**, located at 433 North Pine Rd., Texas City, Tx. 77591, and the **City of Texas City** (“City”), a home-rule municipality, located at 1801 9<sup>th</sup> Avenue North, Texas City, Texas 77590 on the date set forth below.

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **ITB 2026-006 Texas City Community Plaza: Various Maintenance Services 2.3 SCOPE OF WORK**; if there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **January 5, 2026**, and shall expire on **January 04, 2028, with one (1) additional 12-month renewal option**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate the Agreement for convenience upon thirty (30) days written notice to Contractor. Upon such termination, City shall pay the Contractor at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or expenses incurred by Contractor after the date of termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services/ products as set forth in **Exhibit B**. In no event shall the total compensation exceed the total bid amount provided in vendor submittal during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or



goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include purchase order number, details, and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of the City. If the City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.

4. **Liquidated Damages:** Liquidated damages of **ITB 2026-006 Texas City Community Plaza: Various Maintenance Services** applicable to this transaction. Contractor acknowledges that time is of the essence on performing this Agreement. City and Contractor (collectively, the “Parties”) agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor’s delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm’s length.
5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. The contractor understands and agrees that he/she/they will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in the Agreement.
6. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within the City’s discretion. If the Work would not be considered work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City’s discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C 106A



apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproduction of the Work, in any medium, for City's purposes.

- 7. Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without prior written approval of City.
- 8. Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
- 9. Licenses/Certifications:** Contractor represents and warrants that t will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
- 10. Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.



- 11. Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
- 12. Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
- 13. State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or and successor agency or the City's internal auditor (collective, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contractor will include this provision in all contracts with permitted subcontractors.
- 14. Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston County, Texas and governed by Texas law.
- 15. Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The City Representative shall examine the Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by the City of its right to see redress in the courts.
- 16. Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
- 17. Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.



- 18. Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of Texas City and is current on all taxes owed to the City of Texas City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of Texas City regardless of when it arises, until such debt or delinquency is paid in full.
- 19. Risk of Loss:** If applicable, all work performed by contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to the City's acceptance, bearing such loss or damage will be Contractor's responsibility.
- 20. Publicity:** Contractor shall not use the City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
- 21. Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City. The Parties also agree that this Agreement constitutes a governmental function and is not a proprietary function.
- 22. Authority:** The Parties stipulate that in entering this Agreement, the City is performing a solely governmental function and not a proprietary function. Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
- 23. Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.



**Executed** on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Contractor:**

Hild Foundation Corp  
433 N. Pine Rd.  
Texas City, Texas 77591

**By:**

**Date:**

\_\_\_\_\_  
Kenneth Wayne Lewis, CEO

\_\_\_\_\_

**Texas City Economic Development Corporation**  
1801 9<sup>th</sup> Ave N.  
Texas City, Texas 77590

**By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

Mark Ciavaglia, TCEDC Board Chairman

**Approved As to Form:**

\_\_\_\_\_  
Kyle L. Dickson, City Attorney City of  
Texas City, Texas



## **EXHIBIT A**

**Scope of Work:**



**SECTION 2**  
**SCOPE OF WORK**

**2.1 Project Title: Texas City Community Plaza: Various Maintenance Services**

**2.2 Special Provisions**

It is the intent of this specification to describe the various maintenance task required to maintain the Texas City Community Plaza. Bids received must meet or exceed the following minimum specifications outlined below in the Scope of Work.

**2.3 Scope of Work**

This contract shall include all materials, labor, equipment, supervision, and incidentals for Texas City Community Plaza landscape maintenance to include, but not limited to, site furniture, water features, splash pads, landscape, irrigation, and hardscape maintenance, trash, and debris pickup within the Texas City Community Plaza and maintenance for one median along 6th St adjacent to the Community Plaza.

**2.3.1** It is the intent of the Owner to enter into a 2-year maintenance period with the qualified bidder. Bid items and Bid totals are for a 12-month period of maintenance as indicated on the bid form. After the 2-year maintenance period, the Owner will discuss with the contractor any required changes, additions, modifications, and potential rate revisions prior to approving a contract extension with the contractor.

**2.3.2** Refer to Exhibit A Frequency Chart to service frequencies. Maintenance Exhibits A Hardscape Sheets, and Maintenance Exhibit B Planting Sheets.

## VIII. MAINTENANCE SPECIFICATION

### PART 1 - GENERAL

#### 1.1 SCOPE

- A. Work included: perform all work necessary utilizing acceptable horticultural practices for the exterior landscape maintenance of the project as required herein. Such work includes but is not limited to the following:
1. Monitoring and maintaining the landscape irrigation systems.
  2. Mowing, edging, and trimming.
  3. Pruning, trimming, and/or shearing of shrubs and groundcover.
  4. Weeding and cultivation of soil beds and tree rings.
  5. Application of fertilizers, insecticides, fungicides, and herbicides.
  6. General site cleanup, removal of trash, and bandit signs.
  7. Trimming and adjusting guy wires and deep root watering of trees as needed.
  8. Mulching landscape bed areas.
  9. Weed control in hardscape.
  10. Fire ant control.
  11. Trash collection and disposal from receptacles and Dog Park waste stations bags.
  12. Inspecting and reporting of services performed.
  13. Electrical and lighting inspections.
  14. Playground equipment inspection.
  15. Site Furniture inspection.
  16. Water Features & Spray-grounds inspections and maintenance.
  17. Artificial Turf cleaning and maintenance.
- B. Extra Services
1. All services not covered under this contract shall be considered “extra services” and will be charged separately according to the nature of the item of work. The consent and authorization of the Owner’s representative must be obtained prior to the performance or installation of such “extra services” items for all except emergency repairs.
  2. Such work may include removal of dead trees, repair of irrigation systems caused by vandalism, other contractors, or other site-related work.
  3. In cases of emergency, irrigation repairs to mainlines, valves or backflow devices which are flooding the site, attempt to contact the Owner’s representative but proceed with work immediately whether or not contact is made.
  4. Lighting and electrical repairs.
  5. Repair of sidewalks or trail system.
  6. Plant removal and replacement.
  7. All extra work shall have its physical location defined in the accompanying invoice for the work along with the Work Order submitted by the Owner’s representative.

1.2 A minimum of twice yearly, a contractor representative shall attend site tour with the designated representative to inspect levels of maintenance. Should more visits be required, they shall be considered to be part of the contract and not additional cost to Owner.

1.3 INTENT OF THE CONTRACT

A. It is the intent of this contract to provide the Owner with a project site that is attractive in appearance within the parameter of the original design intent and to keep all plant material in a healthy and vigorous condition. Site should have a neat and orderly appearance at all times.

1.4 PERFORMANCE

A. Perform work in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work and provide for all permits required by local authorities. This includes all safety measures and procedures, including, but not limited to, on-street vehicular safety systems such as flagman, cones, strobe lights, etc.

B. Contractor - Contractor shall perform all work required as necessary to fulfill the intent of the Contract. All work shall be performed in a professional manner, noise to be kept to a minimum and work staged from a location on the site as to not interfere with the users.

C. Workmen - Workmen shall be uniformed, neat in appearance, fully clothed and perform their work in a professional manner. Personnel shall be trained and competent. Workmen shall not at any time consume or be under the influence of alcoholic beverages or drugs while on the Project.

D. Compliance – Contractor shall have on his permanent staff a licensed commercial pesticide applicator as certified by the Texas Department of Agriculture or by the Structural Pest Control Board and shall comply with all applicable local, state and federal requirements regarding materials, methods of work and disposal of excess and waste materials.

E. Contractor shall have on his permanent staff a licensed irrigator as certified by the Texas Commission on Environmental Quality (TCEQ).

F. Contractor shall be licensed by the Texas Associates of Nurserymen, shall possess an agricultural certificate and shall have not less than 5 years experience in this type of work.

G. Contractor shall respond to emergency or complaint calls regarding conditions in the landscape requiring immediate attention such as fallen trees or branches, and emergency preparedness for damage prevention in the event of severe weather forecasts, such as possible hurricanes or subfreezing temperatures.

H. Contractor will be required to submit a schedule of activities as described with Bid. This schedule must be maintained throughout the life of the contract. The schedule should define the time taken to complete a full maintenance cycle. A cycle is defined as the amount of time in working days to mow and maintain all areas. The decision if a day is a workday or a weather day will be made by Owner and Contractor by 9:00 AM of any day in question. Weather permitting, and per submitted schedule, the Contractor is expected to be on-site and working.

I. Contractor shall respond to special requests by Owner to provide labor, materials and equipment as dictated by special events or conditions on the Project.

- J. Contractor shall be responsible for damage to existing utilities and structures.
- K. Owner will not assume any responsibility for security of any materials or equipment belonging to Contractor on the Project.
- L. Contractor shall not utilize project facilities, such as restrooms and park facilities for breaks or lunch. Violation is subject to penalty.
- M. It is not the intent of the specifications to “sole-source” products, such as herbicides, pesticides or fertilizers. Brands are stated as a convenience and a level of quality expected.

#### 1.5 SCHEDULE OF PAYMENT

- A. Payments for the full year contract will be made per a monthly schedule as an exhibit to the contract and only for work performed that month. Extra services shall be billed monthly on a separate invoice.
- B. Contractor must furnish a monthly signed report of work completed before payment will be authorized. All reports must be submitted with invoice. Use the Frequency Schedule/Bid Form as an outline for monthly reports. Check items completed. Note all chemical applications by type, rate, dates, and materials and reason used.

#### 1.6 SCHEDULE

- A. All work under this contract shall be performed in accordance with the Frequency Chart.

#### 1.7 NEGLECT AND VANDALISM

- A. Shrubs, trees, plants and turf that are damaged or killed due to contractor’s operations, negligence, or chemicals shall be replaced at no expense to Owner. If plant damage or death is caused by conditions beyond the contractor’s control, replacement shall be at the Owner’s expense upon receipt of written authorization to proceed. Example: cold weather damage, vehicle damage, etc.
- B. Sprinklers, drainage systems, or structures that are damaged due to the contractor’s operations must be replaced by the contractor promptly at no expense to the Owner. Likewise, damages by others shall be corrected immediately by the contractor at the Owner’s expense upon written authorization to proceed.
- C. All damage to or thefts of exterior landscaping not caused or allowed by the contractor shall be corrected by the contractor at the Owner’s expense upon receipt of written authorization to proceed.
- D. Replace all damaged materials caused by contractor’s negligence. Replacements will be at the contractor’s expense. Example: mowing over shrubs, mowing cuts on trees, mower damage to irrigation components, etc.
- E. All damage, graffiti, any other vandalism not caused by the contractor to site furniture and hardscape items shall be monitored and removed/repared as needed. Contractor shall provide in monthly report and notify the Owner. Any significant damage to site furniture and hardscape items shall be notified to the Owner and corrected and/or repaired by the contractor at the Owner’s expense upon receipt of written authorization to proceed.

## PART 2 - EQUIPMENT

- 2.1 Machinery requirements listed under this section are not intended to be restrictions of specific manufacturers or models unless so stated. Specific mention of manufacturers is intended as a guide to illustrate the final product of maintenance operations desired.
- A. Lawn mowers shall be of the rotary or reel type in good working order, finely tuned to protect the lawn from excessive exhaust fumes. Mower blades shall be sharp to reduce shredding of the cut grass blades. Mowers need to be kept in balance with no bent blades. Mower shall be able to fit within dog park gates, removal of fence panels to access dog park area shall be prohibited.
  - B. Lawn edgers shall be of a flexible or rigid blade type that will produce a fine clean vertical edge where lawns meet walkways, pavements or curbs.
  - C. Fertilizer spreaders shall be the handheld, manually pushed, or tractor operated to accommodate the area to be fertilized. No visible underlapping of applications will be permitted.
  - D. Pruning tools shall be maintained in good working order, cutting edges shall be sharp. Disinfect all tools when used for the removal of diseased limbs, especially when dealing with fire blight or oak wilt.
  - E. Line trimmers may be used around poles, manholes, fire hydrants, power boxes, metal fences and other appurtenances which are within the Project. Use of line trimmers will not be permitted next to trees or shrubs where the bark may be damaged or next to wooden signs, fences and appurtenances that may be damaged as a result of use of line trimmers.
- 2.2 Appropriate protective gear is to be used by all workers at all times. This includes, but is not limited to, pollen filter face masks, eye protection such as goggles, protective headsets, and hearing protection, etc.
- 2.3 The Contractor assumes all liability for injuries resulting from the use of machinery. This includes, but is not limited to, weed eaters, blowers, edgers, mowers, etc.

## PART 3 - APPLICATIONS

- 3.1 PEST CONTROL, DISEASE CONTROL AND WEED CONTROL
- A. Contractor shall examine plant material monthly to determine signs of insect presence or damage from plant fungi in the turf, small trees, shrubs and ground cover areas. Upon locating such evidence, the Contractor shall report the matter to the Owner's Representative for approval. If Owner's Representative observes evidence of insects or fungi present, he will direct Contractor to spray the appropriate insecticides and fungicides. Approvals and recommendations from a qualified plant scientist may be required. The extent of the spray program will be determined by the extent of the infestation or disease and shall be at the discretion of the Owner's Representative.
  - B. Special effort shall be given to the control of fire ants infesting the site, especially in critical areas. Fire ant infestations shall be treated by Contractor when observed during the performance of landscape maintenance tasks, as a routine service by Contractor. Two-step Method (use of IGR broadcast bait 2 times per year) individual mound treatments with contact insecticide to follow if necessary, for safety. Spring application of IGR bait applied in early March, fall application in early September. Do not apply IGR baits 24 hours before rainfall, re-apply if rain event occurs less than eight (8) hours following

application. After control is accomplished, the ant mounds shall be lowered and tamped to the existing grade.

- C. Contact herbicides shall be used to prevent growth in paved areas or areas where vegetative growth is not permitted. Herbicides are not to be used in shrub beds and tree rings.
- D. Pest control materials listed under this section, expressly requested for use, do not prohibit or restrict the Contractor from providing other materials not listed in order to complete the work required herein. All chemical application for pest control must be supervised by a State of Texas commercially certified applicator.
  - 1. Written label instructions and manufacturer's recommendations must be followed when applying any chemical. Absolutely do not use chemicals in violation of the label. Application rates and dates of application of any chemical or fertilizer of any kind must be recorded and submitted with regular reports to the Owner.
  - 2. Provide name of the chemical applicator and State of Texas license number.
- E. Insecticides for control of insects on trees and plants shall be:
  - 1. Scale – Treat when present with Orthene, horticultural oil or a combination of both. Follow the temperature restrictions for use of oil.
  - 2. Aphids – Treat with Neem Oil when present.
  - 3. Borers – Treat once a month from April through September when they are present. Spray the trunks and upper branches with Lindane. Open wounds are easily susceptible to borer attack.
  - 4. Cankerworms – Treat April through June with DiPel DF when present.
  - 5. Bagworms – Treat when present between May and September with DiPel DF.
  - 6. Webworms – Treat when present between May and September with DiPel DF and spreader sticker.
  - 7. Tent Caterpillars – Treat when present between May and September with DiPel DF and spreader sticker.
  - 8. Cucumber Beetles – Treat when present between April and September with Neem Oil.
  - 9. Pine Beetle – Treat with Cypermethrin and spreader sticker or Sumithion 2%. Rotate chemicals as required.
  - 10. Tip Moths – Treat with Neem Oil as needed.
- F. Bermuda Grass:
  - 1. Grubworms – Treat with Oftanol or Triumph granules in mid-July through mid-October if there are more than 4 grubworms per square foot present. Check first in July and continue checking through mid-October. After applications of granular chemical, operate the irrigation system for 45-60 minutes for oscillating heads to insure control.
  - 2. Sod Webworms – Treat when present between June and September with DiPel DF.
  - 3. Armyworms – Treat when present between May and September with DiPel DF.
  - 4. Fire Ants – Treat mounds with Orange Guard when present.
  - 5. Fire Ants – Apply Max Force at 1 ½ lbs/ac twice per year.
  - 6. Pythium Blight – Treat when present during warm, wet weather with Fore.
  - 7. Rust – Treat when present between July and August with Fore.
  - 8. Helminthosporium – Treat during summer months with Daconil or Fore when disease is present.
- G. Fungicides for Control of Diseases on Trees and Shrubs shall be:
  - 1. Leaf Spot – Treat when present between May and September with Zyban, Zineb, Maneb or Dithane M-45.

2. Oak Leaf Blister – Treat with Bordeaux mixture when leaves are appearing in the early spring if there was a problem with this disease the year before.
3. Powdery Mildew – Treat when present between May and September with Benomyl, Funginex or Acidione PM.
4. Molds – Treat with Benlate, Bayleton or Funginex. Rotate use as needed.
5. Rust – Treat when present between July and September with Zineb, Maneb or Dithane M-45.
6. Juniper Tip Blight – Treat when present with Kocide or Funginex.
7. Fire blight – Treat when plants are flowering with Bordeaux mixture or Streptomycin.

H. Miticides for Control of Mites:

1. Treat all trees when present from March through October with Dicofol or Vendex at 7-day intervals for three applications. During winter months, apply a dormant oil for the control of overwintering mites.
2. Treat Bermuda Grass mites when present from July through September with Neem Oil.

I. Herbicides for weed control in Bermuda Turf Areas:

1. Pre-emerge – Apply a pre-emerge weed control such as Ronstar G in February and May for annual summer weed control. A fall application of Simazine 4L for winter weed control. Pre-emergent herbicides shall not be used in areas where reseeding of Bermuda is likely to occur.
2. Post-emerge – Apply Trimec Plus in April for broadleaf control of weeds. Apply MSMA or DMSA to all perennial and annual weeds such as Dallis Grass and Crab Grass for control as needed, usually during the summer months. Turn off the irrigation system 24-48 hours following treatment for effective control. Follow all label instruction. Broadleaf weeds are to be controlled if a problem exists with the solutions modified as needed.
3. Herbicides for control of poison ivy shall be Animate. Follow label instructions closely when applying.

### 3.2 FERTILIZATION

A. Fertilizer Requirements for Bermuda Grass shall be:

1. Apply two times yearly in February and September.
2. The spring fertilizer shall be MicroLife Ultimate 8-4-6 as manufactured by San Jacinto Environmental Supply, organic granular fertilizer. Apply 20 lbs. per 1,000 square feet.
3. The fall fertilizer shall be San Jacinto's MicroLife 6-2-4 granular fertilizer with 2% iron. Apply 20 lbs. per 1,000 square feet.
4. Apply Soil Amendment in June and November: MicroLife Humates Plus at the rate of 6 lbs. per 1,000 square feet.
5. Operate the irrigation system on the same day of application. The system should operate for 45-60 minutes for rotary heads to thoroughly water in the fertilizer.
6. Apply all fertilizer to turf areas by spreading with a cyclone spreader.

B. Fertilizer Requirements for Shrubs:

1. Fertilizer for planting areas shall be a commercial all-organic, all-natural biological fertilizer, which includes humates, rock minerals, bioinoculants and biostimulants. Fertilizer shall be granular, uniform in composition, free flowing and suitable for application with approved equipment. Fertilizer which has been exposed to high humidity and moisture, has become caked or otherwise damaged making in unsuitable for use, will not be acceptable.
2. All shrub and groundcover beds shall be fertilized with MicroLife 6-2-4 available at San Jacinto Environmental Supply. Apply at a rate of 30 lbs./1000 square feet.

3. Apply fertilizer for shrubs and groundcover two (2) times per year during February and August.

C. Fertilization of Recently Planted Trees:

1. Deep root fertilize all trees with San Jacinto's Bio Matrix 7-1-3 plus 6 oz San Jacinto Ocean Harvest or Plant Health Care Rhizanova Mycorrhizal Fungi per 100 gal. Mix fertilizer at the recommended rate for trees by caliper inch. Apply this solution at the rate of 5 gallons per inch of trunk diameter. Soil injections should be made 6" to 8" deep using an injector probe at 150 to 200 psi. Keep the fertilizer solution agitated during application. Where trees are closely spaced and have overlapping treatment areas, inject only once in those areas. Do not double inject these areas.
2. Make one yearly application of this fertilizer. Fertilize once in February (Note – after 1 year, discontinue mycorrhizal treatment. Inject only Bio Matrix).
3. Operate the irrigation system on the same day of application. The system should operate for 45-60 minutes for rotary heads to thoroughly water the fertilizer in. Adjust watering if excessive runoff occurs.

D. Fertilizer Requirements for Crape Myrtles:

1. Deep root fertilize all trees with San Jacinto's Liquid Gro 18-3-6 or equivalent. Mix fertilizer at the recommended rate. Apply this solution at the rate of 5 gallons per inch trunk diameter. Soil injections should be made 6" to 8" deep using an injector probe at 150 to 200 PSI. Keep the fertilizer solution agitated during the application. Where trees are closely spaced and have overlapping treatment areas, inject only once in those areas. Do not double inject these areas.
2. Make one yearly application of this fertilizer in February.
3. Operate the irrigation system on the same day of application. The system should operate for 45-60 minutes for rotary heads to thoroughly water the fertilizer in. Adjust watering if excessive runoff occurs.
4. In May, apply Maximum Bloom 3-8-3 foliage fertilizer.

E. Fertilization for the Control of Iron Chlorosis:

1. Apply Ferromec foliar treatment for iron chlorotic trees in the early spring. Mix this spray at the rate of 1 gallon of Ferromec per 100 gallons of water.
2. Mix Ferromec with the herbicide Image to prevent yellowing of treated turf areas. Mix this spray at the rate of 1 gallon of Ferromec per 100 gallons water and the corresponding rate for the herbicide used.
3. Apply Ruffin Tuff chelated iron to soil around trees as needed for the control of iron deficiency.
4. Apply Ruffin Tuff chelated iron to turf areas as needed for control or iron deficiency.

### 3.3 IRRIGATION SYSTEM

- A. The Contractor shall monitor and program the automatic controlling devices to produce optimum moisture levels in all planted areas. The Contractor shall maintain and utilize the controller capabilities so that the Owner can have access to the controllers.

1. Irrigation cycles shall be set to start prior to sunrise (usually 1:00 am or earlier if necessary, to complete all watering by 6:00-6:30 am) unless otherwise instructed by the Owner or consultant, except during visits, the irrigation system may be operated as desired by those personnel.
2. Where there is more than one irrigation controller on the same water connection, do not program to water during the same time period, as overdraft of water connections will result. Alternate day programming may be required. Set controllers so that one finishes watering cycle before the next one starts its cycle. Each auto-controller is anticipated to run one station at a time, however, is

- capable of running multiple zones in water shortage times when run times need to be reduced. During periods of high rainfall, set controllers to “dry mode” until irrigation is needed.
3. Operation of sprinklers shall be monitored as described on the Frequency Matrix to assure proper cover and operation, the setting of heads at the proper height, straightening heads, and the cleaning or adjusting of nozzles. Owner shall be notified of any problems immediately.
  4. Adjust sprinklers to avoid over spray and/or damage to windows and buildings. Make minor repairs and alternations to the irrigation system and water lines as they are discovered. Irrigation repairs such as cleaning of weeds around heads or breaks caused by the Contractor shall be the Contractor’s responsibility and is incidental to the contract.
- B. The Contractor shall perform minor additions, subtractions, and/or adjustments to irrigation equipment (i.e. additions of spray head or riser extension) as may be required in order to conform to the irrigation requirements herein specified. Such additions, subtractions, and/or realignments to irrigation system equipment shall not materially reduce the extent or value of the irrigation system equipment and shall be accomplished upon receipt of authorization to proceed from the Owner’s contact.
1. Supplemental irrigation where there is no irrigation system, or beyond that which can be provided by the irrigation system, shall be provided by the Contractor at the Owner’s expense with the approval of the Owner’s contact.
  2. During times when the irrigation system is down or water is cut off, Contractor shall monitor landscape and notify Owner of the need for hand watering. Contractor shall provide hand watering upon the written approval of Owner’s contact and at the Owner’s expense.
- C. Contractor shall monitor weather forecasts during the months of subfreezing temperatures and shall shut down and drain irrigation systems to prevent freeze damage to systems. All freeze related irrigation system damage shall be repaired at Contractor’s expense.
- D. Repairs and estimated amounts necessary to correct damage caused by other sources shall be reported to Owner’s Representative for authorization to repair. Repairs of this nature shall be separate from this contract and shall be performed by qualified sprinkler personnel.
- E. Monthly inspections of all systems shall be required throughout the year.
- 3.4 WATER FEATURES & SPRAY-GROUNDS MAINTENANCE
- A. Rectangular Water Feature and Controls, Splash Pad and Controls, Dog Park Splash Pad and controls shall be monitored and maintained and report any irregularities to the Owner.
1. Weekly monitoring and reporting of all features.
  2. Mechanical, electrical, and plumbing systems inspections.
  3. Cleaning of the filtration system, backwashing as needed.
  4. Cleaning strainers and skimmers as needed, Y-Strainer and sanitation systems as required.
  5. For water quality contractor shall provide and adjust chemical treatment as needed to maintain proper water quality.
  6. All debris, leaves, etc. shall be removed from rectangular water features weekly and vacuumed. Items included shall be skimming and brushing of the water features.
  7. Splash pads shall be power washed and scrubbed.

- B. All major damage or vandalism not caused by contractor shall be repaired by the contractor at the Owner's expense upon receipt of written authorization to proceed.

### 3.5 MISCELLANEOUS

- A. Parking lot striping and on-street striping shall be monitored and report any irregularities to the Owner.
- B. Monitor all landscape drainage for positive flow.
- C. Monitor pedestrian and roadway lighting and report any malfunction to Owner.
- D. Contractor shall coordinate and notify on-site City Representative at time of service if they have noticed or found any issues that should be reported or addressed to the City.
- E. Fibar play surface shall be monitored during each service for a level to notify Owner as to the time for refill. Refill of fibar play surface shall be an extra service and coordinated with the City.
- F. Contractor shall monitor decomposed granite and black star gravel areas. Any gravel outside of those areas and on sidewalks, or other walkable surfaces shall be removed. Notify Owner if infill or refreshing is needed. Replenishing gravel areas shall be an extra service and coordinated with the City.
- G. Contractor shall monitor all removable bollards for damage and vandalism. Contractor shall remove bollards quarterly to confirm functionality. Report any irregularities to Owner.

## PART 4 - EXECUTION

### 4.1 SHRUBS, GROUNDCOVERS AND RECENTLY PLANTED TREES

- A. All suckers on trees and broken, damaged, or obstructing limbs of trees shall be continually removed from trees.
- B. Remove stakes and guys as soon as they are no longer needed. Stakes and guys are to be inspected to prevent girdling of trunks or branches and to prevent rubbing that causes bark wounds. Notify Owner prior to removal.
- C. Deep root water all trees planted and transplanted in the past three years during dry periods. Supplemental watering is expected to occur July through September bi-monthly to amend rainfall as necessary within the limits of the irrigation system.
- D. Deep root fertilize trees annually in February.
- E. Re-mulch shrub beds and tree rings twice annually in February and October. Objective is to cover soil until plants cover the bed areas. Use decomposed, shredded hardwood mulch, dark in color to a depth of 2" that can be cultivated into topsoil during regular bed maintenance. Mulch sample to be submitted and approved by Owner prior to installation.
- F. Pruning of shrubs should create a uniformly dense plant. Selectively thin and tip back annually. Prune to enhance natural branching effect of plants. Do not change shape of shrubs by pruning. Refer to schedule. Growth regulators are prohibited.

- G. Straighten and stake all trees to maintain proper appearance.
- H. Shrubs and groundcover in planting beds:
  - 1. Complete weeding, trimming, edging and cultivating of all beds and groundcovers according to the Frequency Schedule/Bid Form to promote growth and maintain neat, orderly appearance. As groundcovers cover, cultivating shall be discontinued.
  - 2. Water beds after each fertilization to ensure incorporation of the fertilizer into the soil and prevent foliage burn.
  - 3. Shear groundcover once every year in early spring prior to the growing season. Groundcover beds bordering on paved surfaces must be edged as needed to retain a neat edge. Do not trim vertically so as to expose stems.
  - 4. Replant all damaged, non-flowering, dead and/or thin areas in beds. Replacement of plant material not due to the Contractor's negligence will be at the Owner's expense upon receipt of written authorization to proceed.
  - 5. Chemical weed treatment in landscape beds is prohibited. Hand weeding required.

#### 4.2 PRUNING

- A. Trimming of all trees shall be limited to removal of dead limbs, branches back to point of branching, and lifting branches to 7 feet above grade. Minimal shaping as directed by Owner and/or Owner's representative may be required.
- B. Shaping and pruning to remove seed pods on ornamental shall be performed as directed by Owner and/or Owner's representative.
- C. Sucker growth and vines shall be removed to a height of 6 feet.
- D. Crape Myrtle pruning shall be done as approved by Owner from mid-December to mid-February. Always prune out dead wood. All cuts shall be flush with the branch collar.
  - 1. Crape Myrtles are to be pruned for shape, not drastically pruned back to canes or 'topped.' Rule of thumb is to trim anything pencil size or smaller including all sucker growth.
- E. Natural growing shrubs and grasses are to be pruned only to promote natural aesthetic appearance, especially to remove freeze damaged material.
- F. Shrubs in hedge condition shall be trimmed to maintain shape as per frequency chart.
- G. Ornamental grass shall be pruned of all dry and dead material in February of each year.
- H. Tree limbs along pedestrian trail shall be trimmed back from edge of trail and lifted to 7 feet above grade for mature trees. Precluding newly planted trees for the year, minimize singular branches from intruding into the walkways by selective pruning. Coordinate with Owner prior to pruning activities. Trimming shall be done 2 times per year, February and October.

#### 4.3 TURF

- A. Irrigated Areas – Class A Mowing (Type A)
  - 1. The intent of this section is to produce a good quality stand of Bermuda grass with good thickness, health and beauty.

2. Mowing: During periods of cool weather, mow at 2.5", however during hot weather, the cut should be no lower than 2" from the soil. Mowing shall be done per schedule. Never scalp the lawn or cut more than 1/3 the existing top growth in one mowing. If more than that is removed, remove or catch clippings that remain on lawn surface more than four (4) hours.
3. Do not mow excessively wet areas where equipment will track up or damage the turf. Use a string trimmer in such areas.
4. When trimming or edging use sharp blades to give crisp appearance along walks, curbs, tree rings, shrub beds and permanent structure.
5. When trimming use string trimmers around nonliving structures and objects. Do not allow turf to be trimmed shorter with a string trimmer than other turf areas mowed the same day.
6. When edging, never use trimmers around tree and shrub trunks where girdling trunk damage is possible. Maintain a 4' diameter mulch ring at the tree trunk.
7. Watering: Provide a regular, deep watering program. The established turf should not be kept wet but should dry out somewhat between watering.
8. In areas of established turf, do not allow lawn to grow over tree ball and saucer rim. Maintain height of grass at tree trunk with hand clippers or trimmer. Keep saucer rings neat and uniform in size and appearance.
9. Fertilize lawns as required during the year as per the schedule.

B. Artificial Turf

1. Artificial Turf shall be maintained regularly, in addition to the typical trash removal, weeding, and blowing of a site, artificial turf areas should be spot cleaned and rinsed/ hosed down to remove any spills, stains, dust buildup, pollen, and dirt every 3 months. Annually, these areas should be groomed and brushed, and at this time, the infill should be assessed and replenished if needed.
2. Artificial Turf areas are zoned within the Irrigation System. Contractor shall monitor irrigation system for artificial turf areas. Zones shall be adjusted to minimize running on a regular basis and utilized as needed.

4.4 WEED CONTROL

- A. Contractor shall use extreme care in the use of chemicals for weed control. Before such applications are made, the turf should be well established and in a vigorous condition. Broadleaf weeds such as Malva, Dandelion, Clover, Dichondra, Plantain and grassy weeds can be controlled by applications of selective and recommended herbicides. Always follow label directions fully and carefully. Wash sprayer well after using herbicides.

1. Irrigation to sprayed areas should remain "off" for a period of two (2) days following spray applications. Repeat spray as required to kill completely. Wait sufficient time before re-spraying.
2. Control poison ivy with Animate.
3. Owner's representative shall be notified one day in advance of any applications.
4. Control of noxious weeds (Johnson Grass, nut grass, poison ivy, etc.): Noxious weeds shall be killed by using Round-Up or other spray as approved by the Owner's representative. Spray only foliage of grass to be eradicated as this spray will kill or damage most plants that it comes in contact with.
5. Grasses and weeds growing in hardscape (i.e. concrete, brick, pavers, decomposed granite aggregate, etc.), expansion joints, cracks, grout, etc. shall be chemically removed six times per year.
6. Weed control in landscape beds shall be done by hand.

7. Vines and climbing weeds shall be removed from all fencing and disposed of off-site. All damage to fencing during vine or vegetation removal shall be repaired by contractor at no expense to the Owner.

#### 4.5 GENERAL CLEAN-UP

- A. Contractor shall furnish supervision, labor and equipment necessary to maintain the Project free of litter unrelated to horticultural maintenance, including emptying on-site trash receptacles and pest waste stations. Mondays through Fridays, throughout the year.
  1. Property and paved surfaces shall be inspected daily to ensure removal.
  2. All trash receptacles and pet waste stations shall be emptied and disposed of utilizing dumpster on-site. Contractor shall notify Owner if dumpster is full. Dumpster services will be provided by the City. Contractor shall replace bags weekly.
  3. Contractor shall replenish Pet Waste Stations bags as needed.
- B. Contractor shall remove and dispose of all waste materials or refuse from their operations immediately after maintenance functions have been performed.
  1. Prior to mowing, all foreign matter to include excessive dirt piles, paper, boards, cans, bottles, grass clippings and cuttings, leaves, trimmings and debris shall be removed.
  2. All paved areas including streets, sidewalks, parking areas and gutters shall be cleaned of grass clippings and dirt piles after each mowing.
- C. Contractor shall be alert to car, truck or other vehicular machine ruts or tracks and shall smooth, fill ruts and reinstall sod so as to repair this type of damage and maintain smooth and even turf areas on an ongoing basis. This work shall be considered extra services. Requires written authorization from Owner.

#### 4.6 USE OF HERBICIDES, INSECTICIDES, STERILANTS AND FUNGICIDES

- A. The Contractor is hereby granted permission to use such herbicides, insecticides, sterilants, and fungicides as he may find necessary and advantageous in his exterior maintenance activities and as labels specify. Herbicides, insecticides, sterilants and fungicides must be used responsibly and in strict conformance with Federal, State and Local laws and regulations. The Contractor assumes all liability for damage and/or equipment. The Owner retains the right to prohibit the use of any herbicide, insecticide, sterilant or fungicide that he may judge to be undesirable for any reason. A licensed commercial applicator shall be required for all restricted materials.
  1. Products leaving an undesirable residue or odor shall not be used without consent of Owner.
  2. The Owner's representative shall be notified prior to application and advised of any danger associated with the use of these products (i.e., to avoid personal contact with sprayed areas, etc.).
  3. Apply insecticides as needed to protect all plant materials from damage. The Contractor shall be responsible for the choosing of chemicals and insecticides he uses and shall be accountable for any misuse of same.
  4. Apply the proper fungicides, herbicides, and pesticides for the control of pests, weeds, and plant diseases, or treat cuts on exposed surfaces of trees and shrubs for disease and pest control.
- B. Insects: Control insects with regular applications as the problems arise. Use a commercial insecticide at the manufacturer's recommendations. Owner's representative shall be notified one day in advance of any insect control use.

- C. Disease: When they first appear, spray for diseases with an approved commercial fungicide strictly according to the manufacturer's recommendations. Owner's representative shall be notified one day in advance of any disease control use.

#### 4.7 REPORTING

- A. Contractor shall submit to Owner's representative a Services Performed Report detailing all landscape maintenance work accomplished monthly. These reports shall include the detailed use of all chemicals, including fertilizers, insecticides, fungicides and herbicides. Information detailing chemical applications shall include date of application, location, name of chemicals used, quantity used, name of pest or disease and type of plant treated.
- B. Contractor shall submit to Owner's representative a Services Performed Report detailing all irrigation systems maintenance work accomplished monthly. These reports shall include a description of work accomplished along with a detailed listing of parts and materials used to repair and replace equipment damaged by Contractor's operations.
- C. Contractor shall submit a sample of the type of services performed report to be used in reporting work accomplished to Owner's representative for approval.
- D. Contractor shall submit to Owner's representative a Monitoring Report detailing services required outside of maintenance scope of work, not limited to, on-site lighting and electrical equipment, building and restroom malfunctions, water feature malfunctions, cracked pavers, etc.
  - 1. Power pedestals and outlets shall be tested and reported to Owner of operation.
  - 2. Drinking fountains and hose bibs shall be monitored and report to Owner of any irregularities.

END OF SECTION



## EXHIBIT B

TEXAS CITY COMMUNITY PLAZA  
LANDSCAPE MAINTENANCE SPECIFICATION

BID FORM

### III. BID

To: **Texas City EDC**

Work: **Texas City Community Plaza** Landscape Maintenance

Name of Bidder (Company Name): HILD FOUNDATION CORP

Address: 433 N PINE RD TEXAS CITY, TX 77591

Telephone: 409-939-4180

Email: HILDFOUNDATIONCORP@GMAIL.COM

The undersigned bidder has carefully examined the CONTRACT DOCUMENTS for the work described above and the site of the Work and will provide at its own cost and expense all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, maintenance, and other accessories and services necessary to complete the Work upon which it bids, as provided by the CONTRACT DOCUMENTS, and binds itself on acceptance of its bid to enter into the Contract on the terms proposed by Owner for performing and completing the Work within the Contract Time, for the following prices.

GRAND TOTAL LUMP SUM BID: \$ 88,500.00

For 12 months of landscape maintenance

EIGHTY-EIGHT THOUSAND FIVE HUNDRED

(bid amount written)



# HILD FOUNDATION CORP.

433 NORTH PINE RD | TEXAS CITY, TX 77591 | PHONE: 409-939-4180 | Email: hildfoundationcorp@gmail.com

Date: 10/30/2025

## Bid Pricing Sheet

TASK	QTY.	UNIT	UNIT COST	PER TASK		EXTENSION	
				COST	FREQUENCY		
<b>Hardscape</b>							
1	Concrete Flatwork - Power Wash & Clean (Alleys, Walks, Splash Pads, Parking Lot, Stage)	27,375	SF	0.22	\$5,920.00	1	\$5,920.00
2	Concrete Pavers - Power Wash & Clean	14,533	SF	0.21	\$3050.89	1	\$3,050.89
3	Weed Control in Flatwork & Gravel Areas	33,415	SF	0.01	\$448.49	12	\$5,381.88
4	Fencing & Cable Rail Maintenance	1,485	LF	0.20	\$295	2	\$590.00
5	Site Furniture & Playground Equipment Cleaning	1	LS	343.40	\$343.40	2	\$686.80
6	Water Features & Spray-Ground Maintenance	1	LF	289.74	\$289.74	40	\$11,589.70
7	Artificial Turf	4,607	SF	0.04	\$171.75	4	\$687.00
<b>Subtotal Hardscape Areas</b>							<b>\$27,906.27</b>
<b>Shrub and Groundcover Bed Areas</b>							
8	Shrub Prune	10,450	SF	0.04	\$455.25	2	\$910.50
9	Groundcover Prune	7,800	SF	0.03	\$228.75	1	\$228.75
10	Bed/Weed Control	18,250	SF	0.02	\$275.34	12	\$3,304.08
11	Fertilize	18,250	SF	0.05	\$852.80	2	\$1,705.60
12	Roses - Spray/Drench Max Bloom	1,992	SF	0.04	\$82	12	\$984.00
13	Mulch Beds	18,250	SF	0.30	\$5,485.00	2	\$10,970.00
14	Insect Inspection & Control	1	LS	35.40	\$35.40	12	\$424.80
15	Disease Inspection & Control	1	LS	128.67	\$128.67	12	\$1,544.04
16	Post-Emergent Weed Control	18,250	SF	0.01	\$262.39	12	\$3,148.68
<b>Subtotal Shrubs and Groundcover Bed Areas</b>							<b>\$23,220.45</b>
<b>Turf</b>							
17	Mowing- Class A	9,755	SF	0.00	\$45.21	40	\$1,808.40
18	Edging, Trimming, and Blowing- Class A	9,755	SF	0.01	\$78.67	40	\$3,146.80
19	Pre- Emergent Weed Control	9,755	SF	0.02	\$154.87	3	\$464.61
20	Fertilize	9,755	SF	0.03	\$249.98	2	\$499.96
21	Insect Inspection - Control if Needed	1	LS	132.54	\$132.54	12	\$1,590.48
22	Disease Inspection - Control if Needed	1	LS	132.54	\$132.54	12	\$1,590.48
23	Post-Emergent Weed Control	9,755	SF	0.02	\$173.37	1	\$173.37
24	Fire Ant Treatment	9,755	SF	0.03	\$282.21	2	\$564.42
<b>Subtotal Turf</b>							<b>\$9,838.52</b>

TASK	QTY.	UNIT	UNIT COST	PER TASK		EXTENSION	
				COST	FREQUENCY		
<b>Trees</b>							
25	Deep Root Fertilize Trees	88	EA	20.82	\$1832.54	1	\$1,832.54
26	Deep Root Fertilize Crape Myrtles	20	EA	15.90	\$317.92	1	\$317.92
27	Foliage Fertilize Crape Myrtles	20	EA	8.57	\$171.45	1	\$171.45
28	Mulch Tree Rings	108	EA	21.29	\$2,299.18	2	\$4,598.35
29	Prune Trees	88	EA	12.56	\$1104.89	2	\$2,209.78
30	Crape Myrtle Pruning and Maintenance	20	EA	12.16	\$243.20	1	\$243.20
31	Trim and Sucker Removal	108	EA	4.43	\$478.35	4	\$1,913.40
32	Insect Inspection & Control	1	LS	135.55	\$135.55	12	\$1,626.60
33	Disease Inspection & Control	1	LS	135.55	\$135.55	12	\$1,626.60
<b>Subtotal Trees</b>							<b>\$14,539.84</b>
<b>Site Services</b>							
34	Trash Pick-up/Debris Control	1	LS	141.72	\$141.72	24	\$3,401.28
35	Supervisor Site Inspection & Report	1	LS	85.00	\$85.00	12	\$1,020.00
36	Pest Inspection	1	LS	85.42	\$85.42	12	\$1,025.04
37	Fire Ant Spot Treat	1	LS	72.89	\$72.89	12	\$946.68
38	Lighting & Electrical Inspection & Report	1	LS	85.00	\$85.00	12	\$1,020.00
39	Trash Receptacle Bag Replacement (Site & Dog Park)	13	EA	10.24	\$133.18	24	\$3,196.32
40	Irrigation Inspection and Report	1	LS	198.80	\$198.80	12	\$2,385.60
<b>Subtotal Site Services</b>							<b>\$12,994.92</b>
<b>TOTAL ANNUAL COMMUNITY PLAZA MAINTENANCE</b>							<b>\$88,500.00</b>

# CLARK CONDON

10401 STELLA LINK ROAD  
HOUSTON, TEXAS 77025

*phone* 713.871.1414 *fax* 713.871.0888

CLARKCONDON.COM

November 25, 2025

Kristin Edwards  
Economic Development Director  
1801 9<sup>th</sup> Avenue North  
Texas City, TX 77590

**RE: Texas City Community Plaza – Maintenance Specification  
CCA Project No. 125-081**

Dear Kristin,

Four bids were received for the Texas City Community Plaza Landscape Maintenance Specification project.

Hild Foundation has submitted a low qualified bid of \$88,500.00. Please find enclosed a copy of the bid tab dated October 29, 2025.

It is our recommendation that Hild Foundation with a bid of \$88,500.00 be awarded the contract and authorized to perform this work. Should you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brandon Whittaker', written in a cursive style.

Brandon Whittaker, PLA  
Associate Principal – Studio Lead

Public Bid Opening

Bid	Company Name	Ack. Add.	Bid Bond	Base Bid
1.	YELLOWSTONE LANDSCAPE		✓	\$ 98,075.00
2.	SHOOTER & LINDSEY		✓	\$ 89,111.56
3.	WILD MAGNOLIA LANDSCAPING		✓	\$ 132,085.77
4.	HILL FOUNDATION		✓	\$ 88,500.00
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

## TCEDC Agenda

6. b.

**Meeting Date:** 12/17/2025

Approve the use of allocated funds to design and place a custom mural on the 100ftx15ft wall facing the 6th Street Community Plaza.

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

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

**Department:** Economic Development

---

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

Approve the use of allocated funds to design and place a custom mural on the 100 ft. x 15 ft. wall facing the 6th Street Community Plaza.

### **BACKGROUND**

The Texas City Economic Development Corporation established a mural program in FY24 for the purpose of branding and beautification. The City issued a Request for Proposals at the launch of the program which required artists to submit pricing for 800 sq. ft. murals (20 ft. x 40 ft.). Two local artists – Gabriel Prusmack and Alan Davis – were awarded performance agreements, and each installed a mural along 6th Street.

With the 6th Street Community Plaza now open, and following the August 2025 approval by the TCEDC Board to purchase property adjacent to the 6th Street Community Plaza and expanding the footprint of the park, staff is requesting approval to utilize budgeted funds to install a 100 ft. x15 ft., mural on the wall of the adjacent business (Gold Star Finance) that faces the plaza.

In speaking with three of the artists who originally responded to the RFP, staff collected proposed pricing for the 100 ft. x15 ft., mural, with a low bid of \$21,200. Staff recommends proceeding with an agreement with Gabriel Prusmack, which will include rendering services to develop a Texas City-themed mural based on feedback from the Board. Prior to installation, staff will present the proposed design to the EDC Board.

Funds are available in the FY 26 EDC Budget (Fund 801) for this mural installation.

### **ANALYSIS**

Approve the use of allocated funds to design and place a custom mural on the 100 ft. x15 ft. wall facing the 6th Street Community Plaza, for an amount not to exceed \$21,200.

### **ALTERNATIVES CONSIDERED**

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#### **Attachments**

Pricing comparison

Example and wall

GP pricing

AD pricing



**MURAL PRICING –  
UPDATED 11-7-25**

Gabriel Prusmack	20x40 (800SF)	\$20.62/SF	\$16,500
	100x15 (1,500SF)	\$14.13/SF	\$21,200
Alan Davis	20x40 (800SF)	\$20/SF	\$16,000
	100x15 (1,500SF)	\$26.67/SF	\$40,000
Justin Lopez	20x40 (800SF)	\$45/SF	\$36,000
	100x15 (1,500SF)	\$30/SF	\$45,000







# GAPSMACK87 LLC

Gabriel Prusmack

**Business Number** 4099398050

4913 Avenue P 1/2, Galveston TX 77551

[www.gabrielprusmack.com](http://www.gabrielprusmack.com)

macksmacks@hotmail.com

**BILL TO**  
**City of Texas City**

INVOICE	DATE	DUE	BALANCE DUE
QUOTE185	11/07/2025	On Receipt	USD \$21,200.00

DESCRIPTION	RATE	QTY	AMOUNT
15' x 100' exterior texas city mural on brick wall	\$17,250.00	1	\$17,250.00
Heavy duty scissor lift (2 week rental)	\$1,850.00	1	\$1,850.00
Rendering sketch	\$250.00	1	\$250.00
material cost Latex paints Tape Spray paints Tape Primer Clear coat finish	\$1,850.00	1	\$1,850.00

**TOTAL** \$21,200.00

## Payment Info

**BALANCE DUE** **USD \$21,200.00**

### PAYPAL

macksmacks@hotmail.com

### PAYMENT INSTRUCTIONS

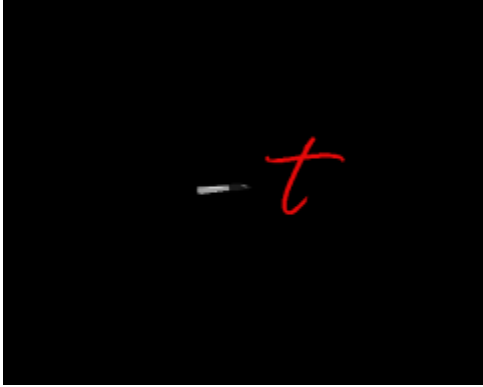
Zelle (optional)

### BY CHECK

GAPSMACK87 LLC

1/3 cost upfront \$6950





# INVOICE

Date: 11/10/25  
INVOICE # 62

To: City of Texas City  
Kristin Edwards  
1801 9<sup>th</sup> Avenue North  
Texas City, TX 77590  
409-643-5919

Salesperson	Job	Payment Terms	Due Date
Alan Davis	Exterior Mural	50% down, 50% upon completion	TBD

Qty	Description	Unit Price	Line Total
1	Custom 1,500 square foot Exterior Mural for Texas City 718 6 <sup>th</sup> St.		\$40,000.00
	*This covers all design work, wall cleaning/prep/artwork, materials, and labor.		
		Subtotal	
		Sales Tax	
		Total	\$40,000.00

Make all checks payable to Company Name

**Thank you for your business! Company Name 1014 River Creek Dr. La Porte, TX 77571**

**Phone: 832-272-4979**

**Email: [alandavisartistry@gmail.com](mailto:alandavisartistry@gmail.com)**

## MURAL PROPOSAL & QUOTE

**Project:** Mural Installation – 6th Street Community Plaza

**Client:** Texas City Economic Development Corporation

**Artist:** Justin Lopez

**Date:** 8-8-25

---

**Dear Texas City Economic Development Corporation,**

Thank you for reaching out and considering me for the mural project near the new 6th Street Community Plaza. I'm honored by the opportunity to contribute a work of public art that reflects the heart, history, and vibrancy of Texas City.

This proposed mural will cover a **100 ft. wide by 15 ft. high wall**, totaling **1,500 sq. ft.** The design will reflect the **rich history, strong sense of community, natural ecology, industrial roots, and recreational life** of Texas City—each woven together to create a visual story that speaks to both residents and visitors.

While my standard rate is **\$45 per square foot**, for a project of this size, I've reduced my rate to **\$30 per square foot**, making the total proposed cost **\$45,000**. This rate adjustment reflects the practical economies of scale while still accounting for the complexity and demands of a project of this magnitude. The overall cost reflects the time, materials, planning, and expertise required to execute a mural of this scale and importance.

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## PROJECT COST BREAKDOWN

Item	Description	Cost
Mural Surface Area	1,500 sq. ft. @ \$30 per sq. ft.	<b>\$45,000</b>

### What's Included in This Quote:

- **Design Concept & Revisions:** Initial site visits, concept development, and multiple revisions based on feedback.
- **Materials & Paint:** High-quality exterior-grade paints and primers designed for longevity and UV resistance.
- **Specialty Equipment Rentals:** Scaffolding, lifts, harnesses, and other tools necessary for high surfaces.
- **Labor & Execution:** Extensive on-site painting over multiple weeks, including travel, setup, and daily breakdown.

- **Protective Coating:** UV-resistant sealing for durability and maintenance.
  - **Insurance & Liability Coverage:** General liability coverage throughout the duration of the project.
  - **Transportation & Logistics:** Transportation of materials and equipment to and from the site.
  - **Assistants & Support Staff:** When needed for safety, logistics, or timeline efficiency.
  - **Documentation & Final Report:** High-quality photos and summary of completed work.
- 

**Total Project Quote: \$45,000**

*Based on 1,500 sq. ft. at \$30 per sq. ft.*

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Attached you'll find a preliminary design rendering for your review. I'd love to hear your thoughts and make any necessary adjustments to ensure the mural fully aligns with the community's vision and expectations.

Please feel free to contact me with any questions, requests for clarification, or to discuss next steps in scheduling and execution. I'm looking forward to the possibility of bringing this project to life alongside you.

Warm regards,

**Justin Lopez**

Mural Artist

Justinross1265@gmail.com

409-974-2647



## **TCEDC Agenda**

**6. c.**

**Meeting Date:** 12/17/2025

Approve allocation for the purpose of beautifying the 6th Street Community Plaza area in preparation for mural placement.

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

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

**Department:** Economic Development

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

Approve allocation for the purpose of beautifying the 6th Street Community Plaza area in preparation for mural placement.

### **BACKGROUND**

After years of work on the part of the Texas City Economic Development Corporation and City staff, the 6th Street Community Plaza has officially opened to the public and has received very positive public feedback. During the August 2025 EDC meeting, the Board also approved a property purchase expanding the footprint of the park and creating open greenspace for attendees to enjoy.

Staff received support from the business owner to place a large mural on their exterior wall that faces the plaza. During a previous EDC Board meeting, the group discussed the potential installation of a mural on a business (Gold Star Finance) wall immediately adjacent to the new greenspace. As part of that discussion, the Board directed the City Attorney and staff to develop a deed restriction document for signature by the property owner. During the interim period, the owner of the building reinstated her business with the Secretary of State, thereby enabling her to sign the document.

In order to place the mural on the wall, maintenance must first be conducted on the wall to include pressure washing, cleaning, and installation of a new mortar skim coat. Generocity Services, Inc. – CHOICE PARTNERS Contract #23/016MR-17 – has submitted a proposal to complete the work for \$22,985. Funds are available in the City of Texas City's FY2025-26 annual budget from the Texas City Economic Development Corporation, Fund 801.

### **ANALYSIS**

Staff recommends approval of an allocation in the amount of \$22,985 for the purpose of beautifying the 6th Street Community Plaza area in preparation for mural placement, provided staff secures a signed deed restriction document from the owner of the building where the mural would be installed.

### **ALTERNATIVES CONSIDERED**

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#### **Attachments**

Generocity proposal

Deed restriction document





**Generocity Services, Inc.**

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

Glenn Riske  
Job Address:  
704 6th Street North  
Texas City, Tx 77590

**Print Date:** 8-12-2025

## Proposal for City of Texas City Mural Wall Prep

Dear Mr. Riske,

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:

Scope:

- Mobilize all equipment, tools, and materials onsite
- Provide scaffolding for the duration of the project
- Pressure-wash left elevation of building to prep for skim coat (approx. 100'x16')
- Provide and install new mortar skim coat up ½" thick to provide a clean paintable surface for city mural (approx. 100'x16')

Note: Work to be performed during normal business hours.

Excludes: Waterproofing, and any work outside of this proposal

### Buildertrend Default

Items	Description	Price
Mural wall prep and mortar skim coat	Total Cost	\$22,985.00

### Unassigned

Items	Description	Price
RS Means		\$0.00
Houston CCI .99		\$0.00
Choice Partners .84		\$0.00
Discount		\$0.00

**Total Price: \$22,985.00**

#### **PRECEDENCE**

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

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

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

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

#### **TECHNICAL CLARIFICATIONS**

1. Components and activities specifically exclude from this proposal:
  - a. Design and/or constructions of permanent site storm water detention or drainage structures.
  - b. Testing of existing concrete slabs for moisture, alkali, and other contamination. Generocity Services will not be responsible for poor performance of adhered floor coverings on moisture-laden or contaminated floor slabs.
  - c. Subsurface de-watering, or 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 th inquire drawings, o that is specifically named of 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 o 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 requite shipments are made at currant 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:** \_\_\_\_\_

**DEED RESTRICTION (MURAL PRESERVATION AGREEMENT)**

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON

§

§

This Deed Restriction (“Restriction”) is made and entered into by **WB HOME RENTALS, INC, a Texas Corporation** hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of **TEN AND NO/100 (\$10.00) DOLLARS** and other valuable consideration to the undersigned paid by the Grantee herein named, **TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation**, herein called "Grantee" (whether one or more), the following restriction(s) on real property (together with all improvements thereon the "Property") situated in Galveston County, Texas, to-wit:

**ABST 205 J B WELLS SUR LOTS 1 & 2 BLK 148 TEXAS CITY SECOND DIVISION, Texas City, Galveston County, Texas, commonly known as 702 6<sup>th</sup> Street North, Texas City, Texas 77590 (Property ID: 224866)(“Property”)**

**RECITALS**

WHEREAS, the Grantee has established a mural program to promote public art and community beautification;

WHEREAS, the Grantee has sponsored or approved the creation of a mural (“Mural”) on the exterior wall of a building located on the Property;

WHEREAS, as a condition of participation in the Grantee’s mural program, Grantor has agreed to preserve and maintain the Mural for a restricted period of time;

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby imposes the following restriction on the Property:

**1. Recitals Incorporated.** The above recitals and all of the terms defined in them are incorporated into this Declaration for all purposes.

**2. Mural Preservation Requirement.**

Grantor agrees that the Mural located on the Property shall remain in place and visible for a period of not less than ten (10) years from the date of completion of the Mural (“Preservation Period”), unless otherwise approved in writing by the Grantee. The Grantee shall pay for the installation of the Mural.

**3. Alternation or Removal.**

During the Preservation Period, Grantor shall not alter, paint over, destroy, obscure, or remove the Mural, nor permit others to do so, without the prior written consent of the Grantee. If alteration, removal, or destruction of the Mural becomes necessary due to damage, redevelopment, or other circumstances beyond Grantor’s control, Grantor shall provide at least 30 days’ written notice to the Grantee before any such action.

**4. Maintenance.**

Grantor shall maintain the portion of the wall or surface upon which the Mural is located in good condition and repair. The Grantee shall not be responsible for maintenance or restoration unless otherwise agreed in writing.

**5. Runs with the Land.**

This Restriction shall run with the land and be binding upon Grantor, and upon all future owners, successors,





## Office of the Secretary of State

### CERTIFICATE OF FILING OF

WB HOME RENTALS, INC.  
File Number: 160791000

The undersigned, as Secretary of State of Texas, hereby certifies that the application for reinstatement for the above named entity has been received in this office and has been found to conform to law. It is further certified that the entity has been reinstated to active status on the records of this office.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 11/23/2025

Effective: 11/23/2025



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson  
Secretary of State

**TCEDC Agenda**

**6. d.**

**Meeting Date:** 12/17/2025

Authorize a Resolution to convey one parcel of property to Habitat for Humanity to further their mission to build homes, communities and hope.

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

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

**Department:** Economic Development

**ACTION REQUEST (Brief Summary)**

Authorize a Resolution to convey a parcel of property to Habitat for Humanity to further their mission to build homes, communities and hope.

**BACKGROUND**

In 2024, the Texas City Economic Development Corporation approved a resolution and required documents to convey a parcel of property to Habitat for Humanity. The property was conveyed to allow Habitat for Humanity to build a new, low-cost home for an individual in need and to aid in economic development.

When the TCEDC Board initially considered the item in September 2024, two parcels were presented, with one ultimately being chosen for conveyance. The Board agreed to monitor the process surrounding the first home, and with no major issues, agreed to consider transferring the second parcel. That parcel, located at 410 6<sup>th</sup> Avenue North (GCAD 758485) is still available, and Habitat for Humanity has expressed interest and confirmed they have the support necessary for a second home construction project.

**ANALYSIS**

Staff recommends approval of authorizing the Chairperson to execute the appropriate documents to convey one parcel of property to Habitat for Humanity, further described as Lot 410, GCAD ID 758485.

**ALTERNATIVES CONSIDERED**

**Attachments**

Location of property



**METES AND BOUNDS DESCRIPTION**

Being a 0.733 acre (31,945 Sq. Ft.) tract of land and being out of Lots 6 and 7 and all of Lots 8, 9, 10, 11, 12, 13, 14, 15 and 16, and 15 foot Alleyway of BLOCK 135 OF TEXAS CITY SECOND DIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 10, Page 33, of the Map Records of Galveston County, Texas, said 0.733 acre tract being more fully described by metes and bounds as follows;

BEGINNING at a 5/8" iron rod found for the northeast corner of said Block 135 being in the west right of way of 4th Street North (100' Right-of-Way) also being in the south line of a 20 foot Alley Way;

THENCE S 87°32'35" W along with the south right of way line of said 20 foot Alley Way, and the north line of said Block 135 a distance of 275.00 feet to a 3/8" iron rod found for the northeast corner of Lot 5 of said Block 135 OF TEXAS CITY SECOND DIVISION, and being the northwest corner of the herein described tract;

THENCE S 02°27'26" E along with the east line of said Lot 5, a distance of 61.40 feet to a point for corner;

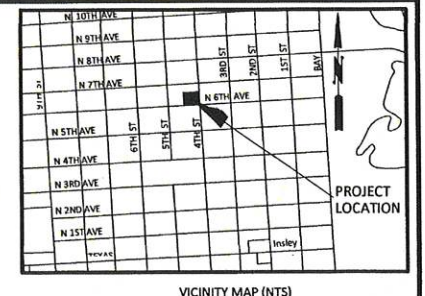
THENCE N 87°32'36" E a distance of 38.20 feet to a point for corner;

THENCE S 02°27'26" E a distance of 63.60 feet to a set 5/8" iron rod with orange cap stamped "SCOTT D ELLIS 6261" in the north right of way of 6th Avenue North (80' Right-of-Way);

THENCE N 87°32'35" E along with said north right of way of 6th Avenue North (80' Right-of-Way) a distance of 236.80 feet to a set 5/8" iron rod with orange cap stamped "SCOTT D ELLIS 6261" in the said east right of way of 4th Street North (100' Right-of-Way) for the southeast corner of the herein described tract;

THENCE N 02°27'26" W along with the said east right of way line of said 4th Street North (100' Right-of-Way), a distance of 125.00' to the POINT OF BEGINNING of the tract herein described.

Basis of Bearing: Grid North, Texas State Coordinate System NAD83, Texas South Central Zone.



- GENERAL NOTES:**
- 1) By graphical plotting only this subdivision lies within Flood Zone Horizontally Hatched Shaded "X", as shown on Flood Insurance Rate Map (FIRM) No. 48167C0269G dated 8-15-2019.
  - 2) Purpose of this Replat is to combine 11 lots and 15 foot Alley way into 4 lots.
  - 3) Selling a portion of any lot within this addition by metes and bounds is a violation of state law and city ordinance and is subject to fines and withholding of utilities and building permits.
  - 4) The Surveyor did not abstract the property. Easements and other matters of record mentioned or shown hereon are strictly based from the City Planning Letter Issued by American Title Company (Effective Date: June 15, 2023) GF No. 2791023-04187
  - 5) Owner of Record, TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation G.C.C.F. No. 2021030128.
  - 6) All of the property subdivided in the foregoing plat is within the incorporated boundary of the City of Texas City, Texas
  - 7) 15 foot Alley way abandoning was approved at the April 3, 2024 City of Texas City Commission Meeting under Ordinance No 2024-12, and filed under Galveston County Clerk File No. 2024017541.

STATE OF TEXAS )  
COUNTY OF GALVESTON )

That Texas City Economic Development Corporation a Texas non-profit corporation action herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as MINOR REPLAT OF BLOCK 135 TEXAS CITY SECOND DIVISION PART OF LOTS 6 AND 7 AND ALL OF LOTS 8 THRU 16 AND ABANDONED 15 FT ALLEY WAY, an addition to the City of Texas City, Texas and does hereby dedicate, in fee simple, to the public use forever, the streets, alley, and public use areas, shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the public use forever, said dedications being free and clear of all liens and encumbrances except as shown herein. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the public's and City of Texas City's use thereof. The City of Texas City and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easements. The City of Texas City and any public utility shall at all times have the right of ingress and egress to and from and upon any said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all of part of its respective system without the necessity at any time of procuring the permission of anyone.

Texas City Economic Development Corporation a Texas non-profit corporation does hereby bind itself, its successors and assigns to forever warrant and defend all and singular the above described streets, alleys, easements and rights unto the public against every person whomsoever lawfully claiming or to claim the same or any part thereof. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Texas City.

WITNESS MY HAND THIS 7<sup>th</sup> DAY OF MAY, 2024

*Mark Ciavaglia*  
Mark Ciavaglia, Chairman  
Texas City Economic Development Corporation

STATE OF TEXAS  
COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared Mark Ciavaglia, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7<sup>th</sup> day of MAY, 2024.

*Heather Perez*  
Notary Public for the State of Texas  
My Commission Expires July 19, 2027

**ABBREVIATIONS**

GCCF - GALVESTON COUNTY CLERK'S FILE  
GCMR - GALVESTON COUNTY MAP RECORD  
GCDR - GALVESTON COUNTY DEED RECORD  
CCF NO. - CLERK'S FILE NUMBER  
CIR - CAPPED IRON ROD  
IP - IRON PIPE  
IR - IRON ROD  
ROW - RIGHT OF WAY  
POB - POINT OF BEGINNING

Surveyor  
Ellis Surveying Services, LLC  
2805 25th Ave N Texas City, TX 77590  
Tel: (409) 938-8700 Fax (866) 678-7685  
Texas Firm Reg. No. 100340-00

Owner / Developer:  
Texas City Economic Development Corp.  
1801 Palmer Hwy.  
Texas City, Tx. 77590

I, Dwight Sullivan, County Clerk, Galveston County, Texas, do hereby certify that the written instrument was filed for record in my office on JUNE 25, 2024 AT 1:32 O'CLOCK P.M., and duly recorded on JUNE 25, 2024 AT 1:32 O'CLOCK P.M., under Galveston County Clerk's File No. 2024028571, Galveston County Map Records.

WITNESS my hand and seal of office, at Galveston, Texas, the day and date last above written.

Dwight Sullivan, County Clerk  
Galveston County, Texas.

By *Nicole Miller*  
Deputy

On this 24<sup>th</sup> day of June, 2024, this Minor Replat was approved by the City Engineer of the City of Texas City.

*Kim O. Golden*  
Kim O. Golden, P.E.

KNOW ALL MEN BY THESE PRESENTS: I, the undersigned Scott D. Ellis, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correctly made under my supervision and in compliance with the City and State regulations and laws and made on the ground and that the corner monuments were properly placed under my supervision.

*Scott D. Ellis*  
Scott D. Ellis, RPLS  
Tex. Reg. No. 6261

**MINOR REPLAT OF  
BLOCK 135 TEXAS CITY SECOND DIVISION  
PART OF LOTS 6 AND 7 AND ALL OF LOTS 8 THRU 16  
AND ABANDONED 15 FT ALLEY WAY**

CONTAINING  
0.733 ACRES (31,945 SQ. FT.)  
AND BEING  
4 LOTS, 1 BLOCK, 0 RESERVES  
LOCATED IN THE  
CITY OF TEXAS CITY  
GALVESTON COUNTY TEXAS  
May, 2024

PROJECT NO. 3352

2024028571

## TCEDC Agenda

6. e.

**Meeting Date:** 12/17/2025

Consider approval of purchase of a .215-acre parcel located within the Industrial Business District.

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

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

**Department:** Economic Development

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

Consider approval of purchase of a .215-acre parcel located within the Industrial Business District.

### **BACKGROUND**

The Texas City Economic Development Corporation has historically purchased property located in the Industrial Business District – which cannot be used for residential or general retail purposes - to support Light Industrial use and to provide a buffer between industrial development and residential development.

TCEDC staff were approached by realtor Carol Venegas, representing property owner Joe Anzaldua, who owns one piece of property within the IBD. There are no structures on the property. The address, GCAD ID and the size are as follows:

114 1<sup>st</sup> Avenue North, Property ID # 224018, approximately .215 acres. Given the \$2.55/square foot purchase price the EDC would typically consider in a purchase of IBD property, the total cost to acquire both pieces would be \$23,881.77. Staff has communicated a conditional offer to purchase the properties for the cost above, contingent upon approval by the EDC.

Venegas has indicated they are fully prepared to accept the offer. Funds are available in the FY26 EDC Budget (Fund 801).

### **ANALYSIS**

Approve purchase of a .215-acre parcel located within the Industrial Business District, for a total purchase price of \$23,881.77.

### **ALTERNATIVES CONSIDERED**

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#### **Attachments**

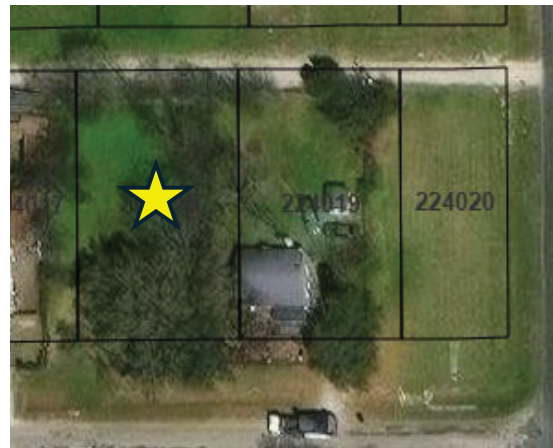
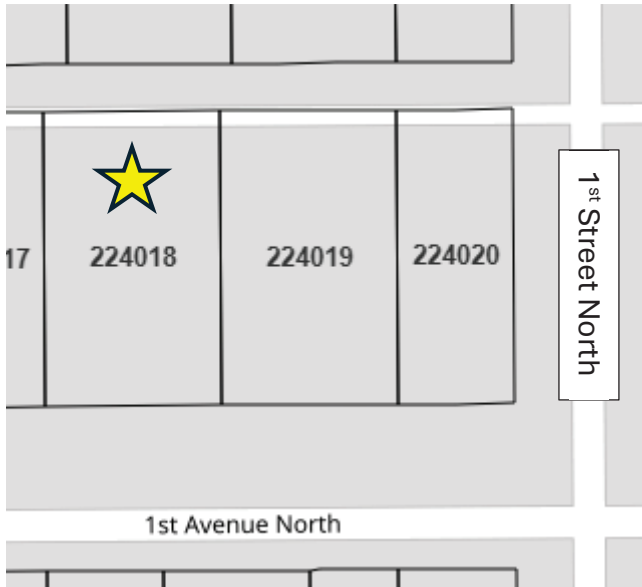
Anzaldua IBD

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PROPOSED PROPERTY PURCHASE

Property Address:	114 1 <sup>st</sup> Avenue North – GCAD 224018
Zoning:	Industrial Business District
Owner per GCAD:	Joe Anzaldua
Square footage:	.215 acres – no structure on property
EDC purchase price (\$2.55/SF):	\$23,881.77

Conditional purchase offer approved by owner’s representative, Clara Holcomb.



**City Zoning Info:**

Site Address:

Property ID: **224018**

Geography ID: 7030-0020-0009-000

Zoning Description: **(IBD) Industrial Business District**

Zoning Code Link: [Link to Zoning Ordinance](#)

[Sixth Street Revitalization District Ordinance Link](#)

Change Ordinance No.: 06-72

