

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, MARCH 4, 2026 - 5:00 P.M.

DOYLE CONVENTION CENTER  
2010 5th 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) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) REPORTS
  - (a) Human Resources Annual Update
- (5) PUBLIC COMMENTS
- (6) CONSENT AGENDA
  - (a) Approve City Commission Minutes for February 18, 2026, meeting. (City Secretary)
  - (b) Consider and take action on Resolution No. 2026-025, approving Amendment No. 1 to the agreement with ARKK Engineers, LLC for the Central Park Blvd Project. (Engineering)
  - (c) Consider and take action on Resolution No. 2025-026, approving the Submission of FY 2026 H-GAC State Homeland Security Program (SHSP) Application. (Community Development & Grants Administration)
  - (d) Consider and take action on Resolution No. 2026-027, awarding the contract for Construction Manager at Risk for the Texas City Fire Station Five project. (Public Works)

- (e) Consider and take action on Resolution No. 2026-028, appointing a Fair Housing Administrator in accordance with Texas City's Code of Ordinance Chapter 93, Section 24. (Mayor's Office)

(7) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 2026-04, approving the permanent zoning change of 917 8th Ave North, currently zoned as District "F" (Light Industrial), to be rezoned as District "S-P" (Site Plan). (Enginnering)

- (b) Consider and take action on Resolution No. 2026-029, accepting the petition filed by Texas City Police Association for representation as the sole and exclusive bargaining agent for all police officers employed by the municipality, excluding the head of the police department, for collective bargaining with the City in accordance with Texas Local Govt. Code Section 174.103. (Legal)

(8) COMMISSIONERS' COMMENTS

(9) MAYOR'S COMMENTS

(10) STAFF ANNOUNCEMENTS

(11) ADJOURNMENT

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

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

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT INTERIM CITY HALL, 2000 TEXAS AVENUE, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON FEBRUARY 26, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 3 BUSINESS DAYS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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RHOMARI LEIGH  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(4) (a)**

**Meeting Date:** 03/04/2026

Human Resources Annual Update

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Human Resources Annual Update

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Staff Report

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# City of Texas City Human Resources Department Annual Report

January 1-December 31, 2025

Presented by: Jennifer Hendershot, Director of Human Resources



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## **City of Texas City**

### Our Mission

*The mission of the City of Texas City is to serve and benefit our citizenry equally and fairly by providing professional, dependable services oriented toward enhancing the quality of life for our customers, improving our community, protecting our environment, and instilling pride in our employees. We will accomplish these goals through people, policies, and procedures that inspire caring, responsive, and quality public service.*

## **Human Resources Department**

### Our Mission

*The Human Resources Department strives to provide support and the highest degree of service regarding employment, benefits, compensation, and safety.*

# Who We Are..



Jennifer Hendershot  
Director of Human Resources



Anete Martinez  
Benefits Coordinator



Susan Sensat  
Training and Workers Comp Coordinator



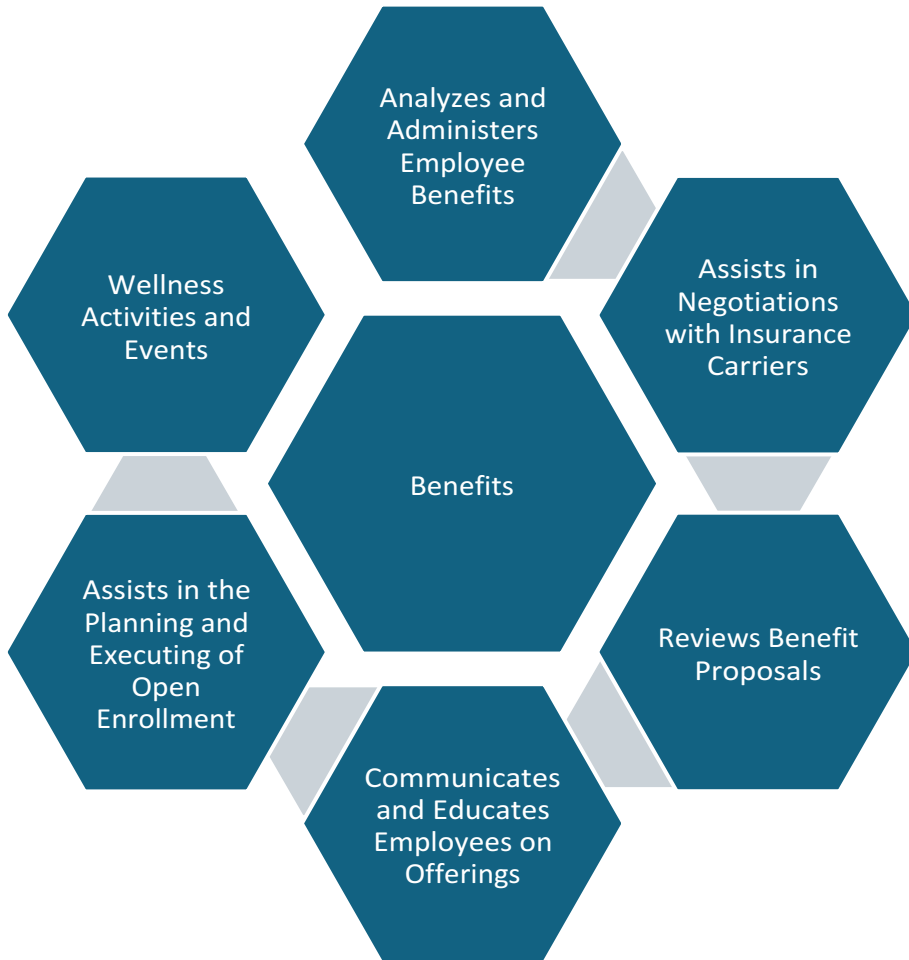
Lita Ramos  
HR Specialist-Civil Service



Audrey Solomon  
HR Manager



# What We Do...



# What We Do...



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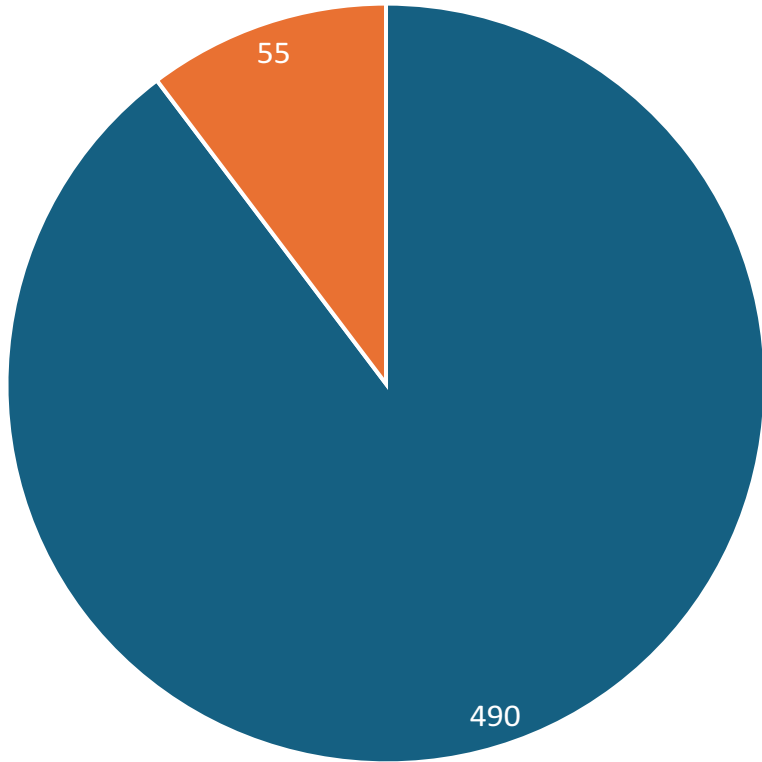
# What We Do...



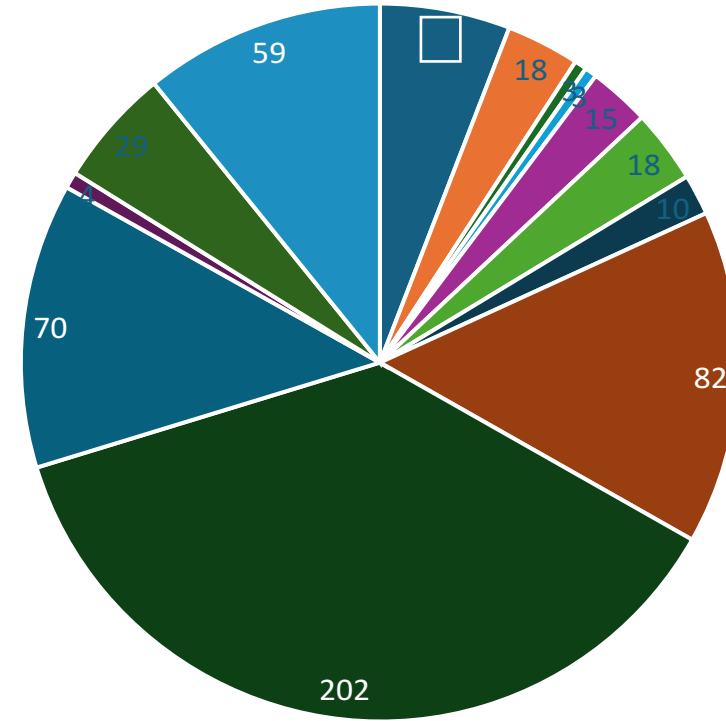
# Employee Snapshot..



### Employees by FTE Status – 545 Total

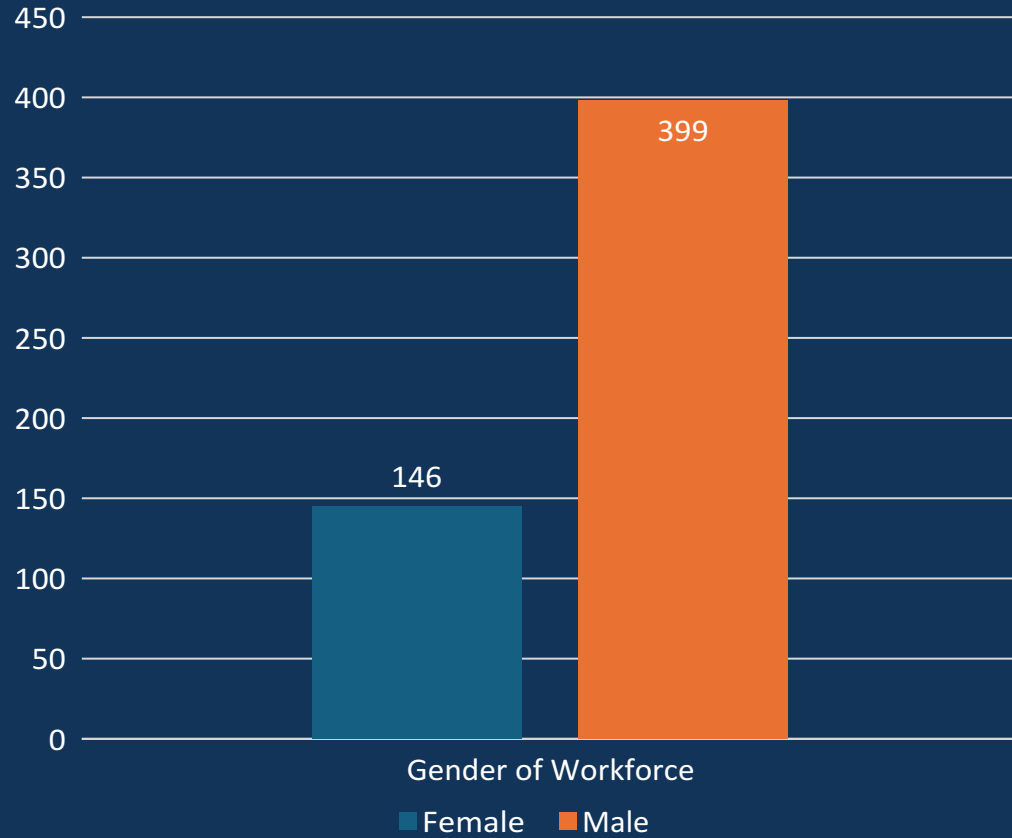


### Employees by Department



■ Full Time ■ Part Time ■ Administration, IT, Legal, Purchasing ■ Golf ■ Community Development ■ Animal Control ■ Inspections & Planning ■ Library ■ Municipal Court ■ Parks & Recreation ■ Public Safety

# Employee Snapshot..



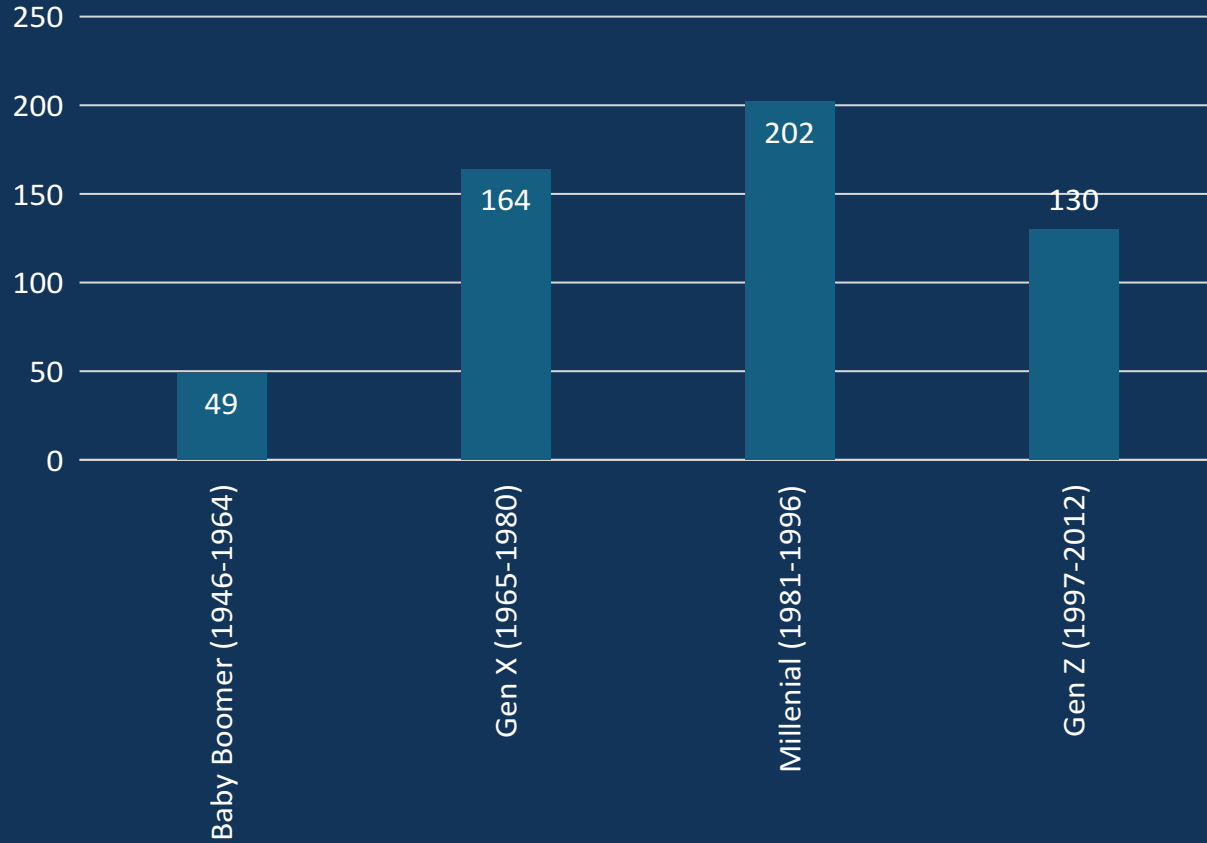
Age Group	Female	Male	Total
Under 30	32	98	130
30-39	30	100	130
40-49	36	72	108
50-59	26	79	105
60-69	18	46	64
70+	4	4	8
Totals	146	399	545



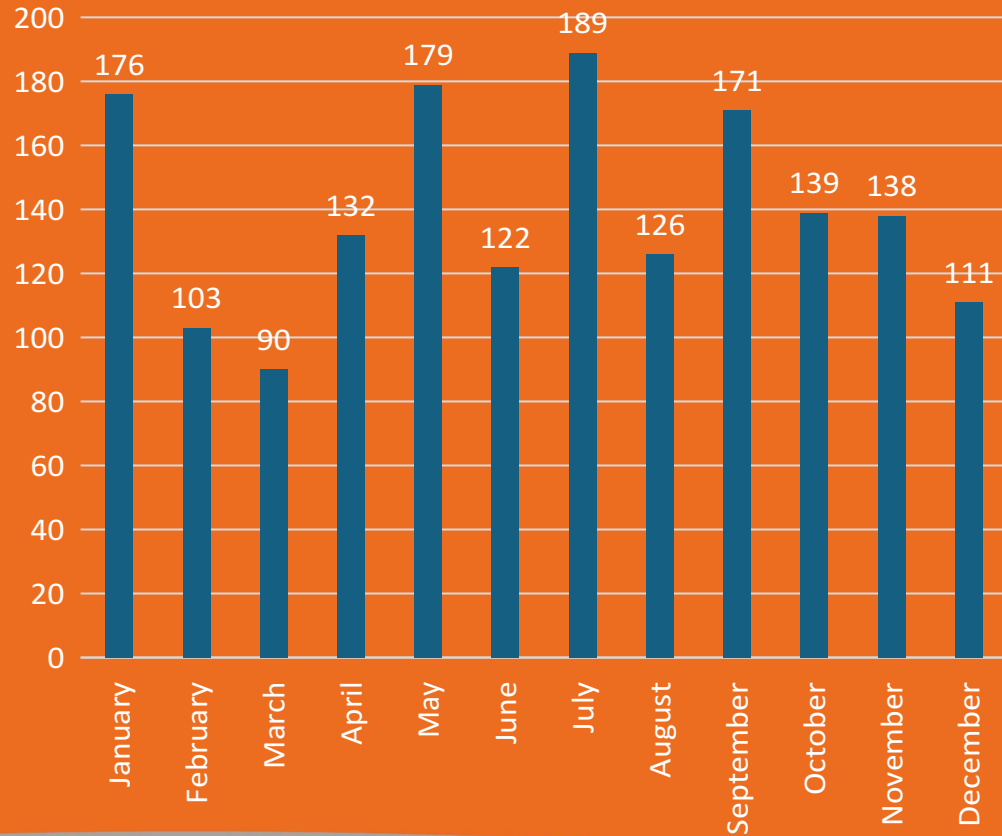
# Employee Snapshot..



## Generations in the Workplace

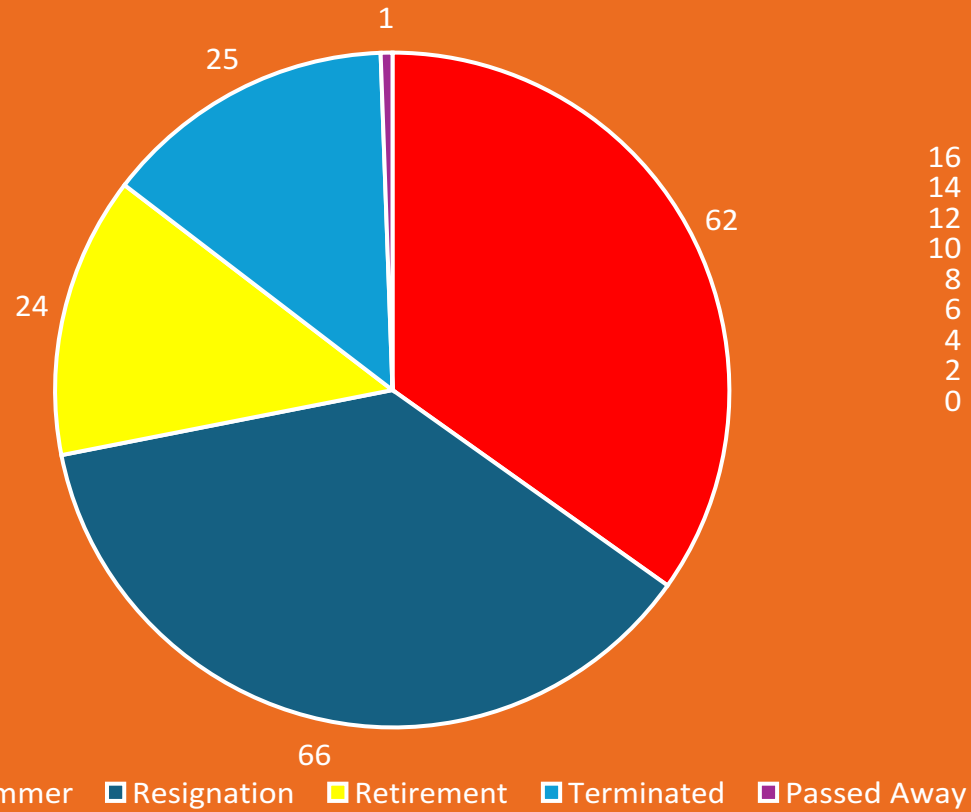


## Applications Received and Processed 2025 - 1,676 Total



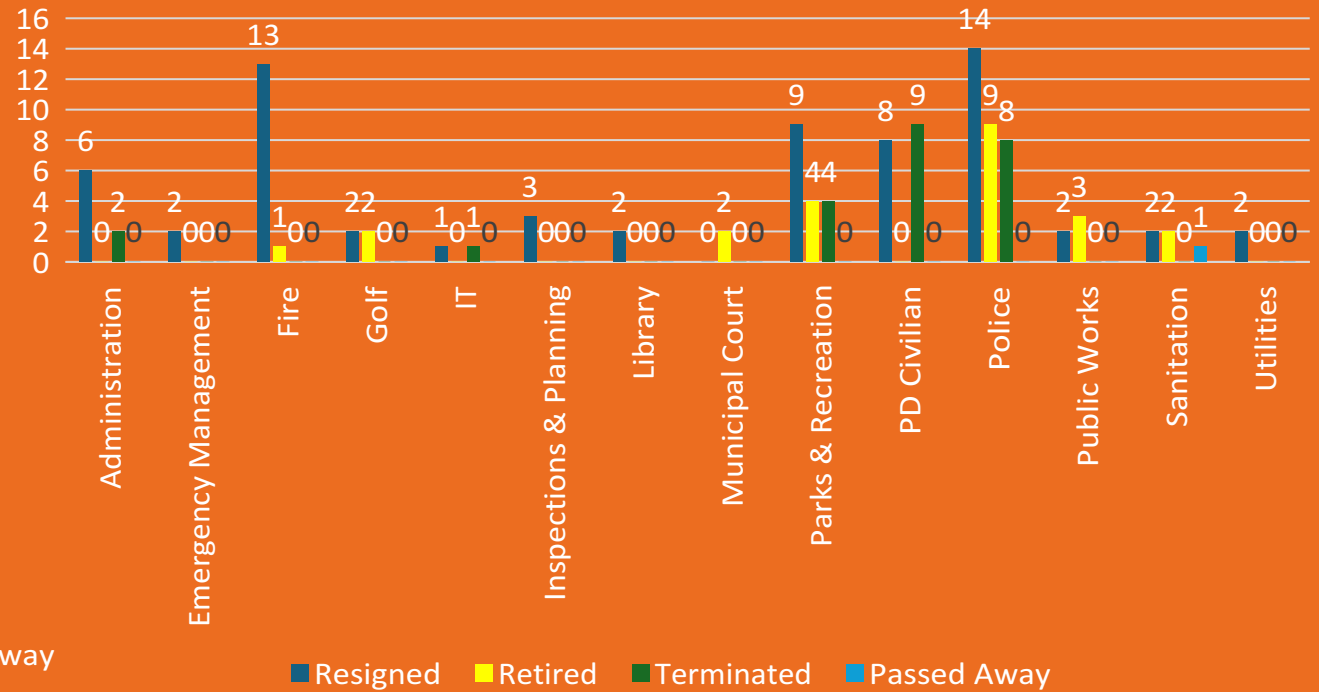


### Terminations 2025 – 178 Total



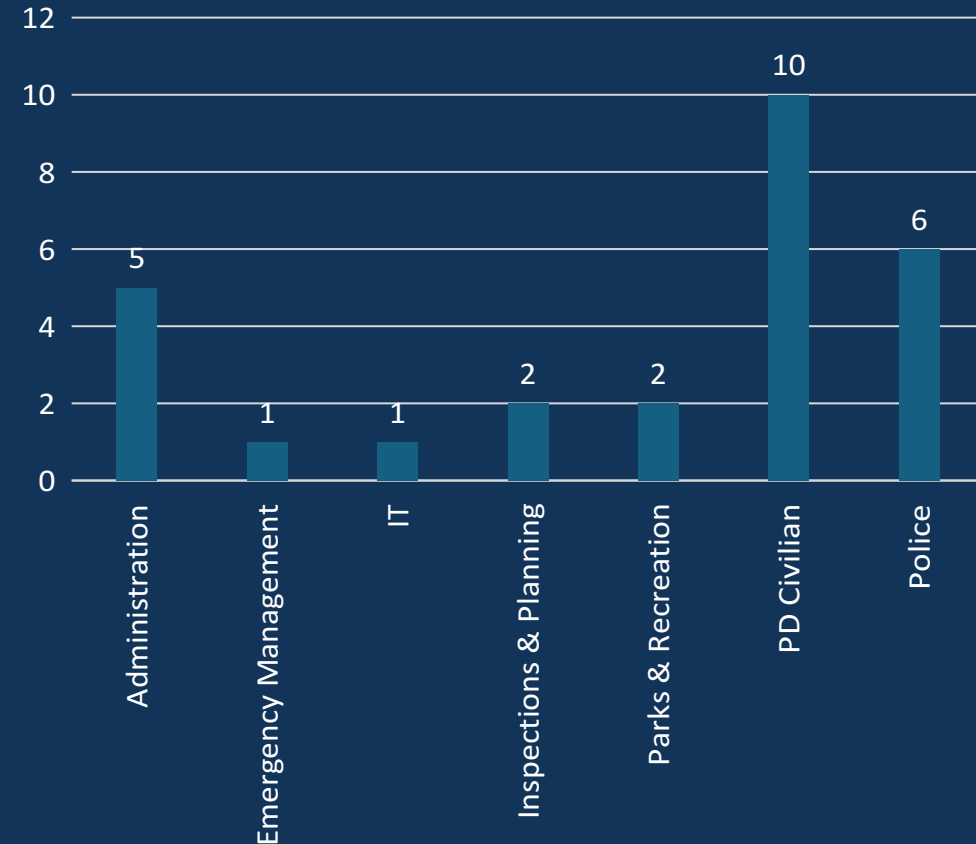
### Terminations by Department

\*Does not include "End of Summer" Employees.





### New Hire Turnover by Department\*



21.2% Overall  
Turnover Rate



24.8% New  
Hire Turnover  
Rate

\*Of these New Hire Turnover #'s, 13/27 were terminated and not eligible for rehire.

450

- Total Employees in TMRS

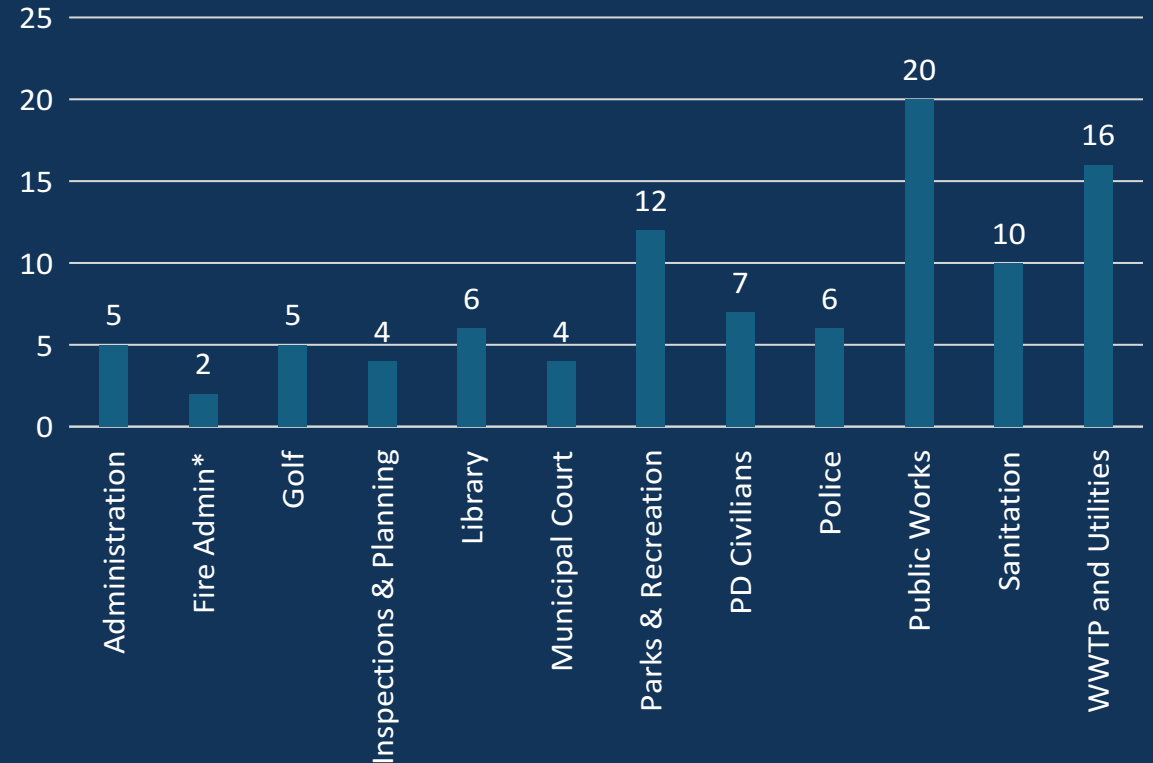
97

- Employees Eligible to Retire 12/31/2025

179

- Employees Eligible to Retire through 12/31/2030

TMRS Retirement Eligible by Department  
As of 12/31/2025



89

- Total Active Employees in Fire Pension

2

- Active Employees Eligible to Retire 12/31/2025

16

- Employees Eligible to Retire through 12/31/2030

Current Age	Years of Service as of 12/31/2025						Total
	0-4	5-9	10-14	15-19	20-24	25+	
Under 30	37	-	-	-	-	-	37
30-39	8	15	7	2	-	-	32
40-49	-	1	6	8	-	1	16
50-59	-	-	-	3	-	1	4
60-69	-	-	-	-	-	-	-
70+	-	-	-	-	-	-	-
Total	45	16	13	13	-	2	89



# Some Highlights from 2024..



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City of Texas City Employee Advocate Call Center - January 2024

Launched an Employee Benefits Satisfaction Survey – March 2024

Employee Health and Safety Fair – May 2024

Provided Employees a Medicare Resource through Insurance Broker – July 2024

Held the first City of Texas City Wellness Expo

- Biometric Screenings with Quest
- Skin Cancer Screenings with SkinIO
- Mobile Blood Drive
- Flu Vaccines
- Chair Massages from Zeel
- Introduced a new financial wellness benefit, FinPath
- Introduced the new online enrollment system, Benefit Connector (paid for by a new insurance vendor through a tech subsidy!)
- Gave away HelloFresh meal boxes to employees (shipped to their home)
- Gave away wellness boxes from BunnyJames
- **All of this was FREE for employees**

# New Insurance and Benefits for 2026..



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## Blue Cross Blue Shield of TX

- Medical and Pharmacy

## United Concordia

- Dental

## VSP

- Vision

## Mutual of Omaha

- Basic Life, AD&D, Voluntary Life, Long Term and Short-Term Disability

## Deer Oaks

- Employee Assistance Program

## FinPath

- Financial Wellness Benefit

## These are staying the same..

Blue Cross  
Blue Shield of TX  
(Medical and Pharmacy)

Zero Health  
(Medical Benefits at \$0  
to Employee)

WEX  
(Health Savings, Flex  
Spending, etc.)

Cigna  
(Voluntary Benefits:  
Accident, Hospital, etc.)



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Questions?

Thank you Mayor, Commissioners, Fellow  
City Staff, and Community Members!

**CITY COMMISSION REGULAR MTG**

**(6) (a)**

**Meeting Date:** 03/04/2026

City Commission Minutes for February 18, 2026, meeting.

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Approve City Commission Minutes for February 18, 2026, meeting. (City Secretary)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Minutes

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REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, FEBRUARY 18, 2026 – 5:00 P.M.  
DOYLE CONVENTIO CENTER

A Regular Called Meeting of the City Commission was held on Wednesday, FEBRUARY 18, 2026, at 5:00 P.M. in the Doyle Convention Center, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:03 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

- Present: Dedrick D. Johnson, Mayor  
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem  
Abel Garza, Jr. , Commissioner At-Large  
DeAndre' Knoxson, Commissioner District 1  
Jami Clark, Commissioner District 4
- Absent: Keith Love, Commissioner District 2  
Chris Sharp, Commissioner District 3

2. INVOCATION

Led by Terry Melancon of Come and See Friends Church.

3. PLEDGE OF ALLEGIANCE

Led by Jami Clark, Commissioner District 4.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

Laura Neely	Police	02/25/2016	10 years
Devin McDearmon	Bayou Golf	02/16/2016	10 years
Donald Spry	Parks & Recreation	02/03/2016	10 years
Michael Arthur	Public Works	02/28/2011	15 years
Christopher Martinez	Fire	02/22/2006	20 years

b. Certificate of Recognition presented to Moore Memorial Public Library

Dedrick D. Johnson, Mayor, presented Cheryl Loewen, Library Director, the Certificate of Recognition for receiving the prestigious 2025 Achievement of Library Excellence Award.

5. REPORTS

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

Lamar Washington, City Marshal, gave a PowerPoint presentation and introduced Marshal Allen and Garcia to the commission. Marshal Montez was not present.

6. PUBLIC COMMENTS

There were none.

7. CONSENT AGENDA

Commissioner District 4, Jamie Clark, made a motion to approve Consent Agenda items 7a, b, c, d, e, f, and g. The motion was seconded by Commissioner At-Large, Abel Garza, Jr.

- a. Approve City Commission Minutes for the February 4, 2026, meeting. (City Secretary)

**Vote: 5 - 0 CARRIED**

- b. Consider and take action on Resolution No. 2026-017, authorizing the purchase of contractual services and maintenance for TLC and Visual Edge printers/copiers. (Innovation Technology)

**Vote: 5 - 0 CARRIED**

- c. Consider and take action on Resolution No. 2026-018, authorizing the City to enter into an annual contract with In-Pipes Technology for 12-month bioaugmentation services through TIPS Contract: (Vendor No. 11696 - Contract 250503) (Public Works- Utilities)

**Vote: 5 - 0 CARRIED**

- d. Consider and take action on Resolution No. 2026-019, approving the expense for repairs to the FM 2004 Emergency Water Well to be completed by Crescent Electric using Buy Board Contract No. 733-24. (Public Works- Utilities)

**Vote: 5 - 0 CARRIED**

- e. Consider and take action on Resolution No. 2026-020, authorizing the expense for complete preparation and repainting of the historic homes and gazebo at Heritage Square Park by Generocity Services Inc. (Choice Partners Contract #23/016MR-17). (Parks, Rec & Tourism)

**Vote: 5 - 0 CARRIED**

- f. Consider and take action on Resolution No. 2026-023, naming Well Now as the official facility for conducting the Fire Department physicals in accordance with Texas Professional Service Requirements, and authorizing annual expenses. (Fire)

**Vote: 5 - 0 CARRIED**

- g. Consider and take action on Resolution No. 2026-024, approving the annual Galveston County Mosquito Control Program to service Texas City, Texas. (City Secretary)

**Vote: 5 - 0 CARRIED**

8. REGULAR ITEMS

- a. Consider and take action on Resolution No. 2026-021, approving the purchase of seventy-seven Yamaha Drive EFI golf carts for the Bayou Golf Course through BuyBoard Contract No. 706-23. (Parks, Rec & Tourism)

Nicole Miller, Parks, Recreation, and Tourism Director, stated that the typical lifespan of their golf carts is about 3 years due to constant use, and that if approved, they would purchase the carts outright rather than lease them as they did before. Nicole Miller recommended that the City Commission approve this purchase to support Bayou Golf Course's golf cart fleet needs.

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner At-Large Abel Garza, Jr.

**Vote: 5 - 0 CARRIED**

- b. Consider and take action on Ordinance No. 2026-02, amending the 2025-2026 fiscal year budget to appropriate funds for lead removal from berms at the Texas City Municipal Shooting Range. (Parks, Rec & Tourism)

Nicole Miller, Parks, Recreation, and Tourism Director, recommended that the City Commission approve a budget amendment to allocate funds for the removal of accumulated lead from the berms at the Texas City Municipal Shooting Range, to bring the facility up to industry standards. Nicole Miller informed the Commission that this process would take 3–4 days and that the Shooting Range would need to be closed during that time.

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

**Vote: 5 - 0 CARRIED**

- c. Consider and take action on Ordinance No. 2026-03, amending the 2025-2026 fiscal year budget to allocate funds due to an increase in the Galveston County Animal Services Agreement. (Police)

James Patterson, Administrative Captain, stated there was a large increase in the agreement with Galveston County for Animal Services, from \$473,352 to \$780,000 (64.78%), for the City of Texas City contribution. James Patterson also stated that his department is considering entering into agreements with shelters in surrounding cities.

Dedrick D. Johnson, Mayor, also stated that he has reached out to the county to discuss the cost increase.

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

**Vote: 5 - 0 CARRIED**

- d. Consider and take action on Resolution No. 2026-022, awarding Bid No. 2026-005 and entering into a contract with TuCon Construction for the expansion of the Public Works and Engineering Building. (Public Works)

Jack Haralson, Public Works Director, recommended entering into a contract with TuCon Construction for the project of expanding the Public Works and Engineering Building.

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner District 4 Jami Clark

**Vote: 5 - 0 CARRIED**

9. COMMISSIONERS' COMMENTS

10. MAYOR'S COMMENTS

An audiovisual recording of this meeting is available on the City's website and retained by the CSO for two years after the date of the adoption of the minutes to which the meeting corresponds.

11. STAFF ANNOUNCEMENTS

12. ADJOURNMENT

Having no further business, Abel Garza, Commissioner At-Large made a MOTION to ADJOURN at 5:39 p.m.; the motion was SECONDED by Commissioner District 1. All present voted AYE. MOTION CARRIED.

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DEDRICK D. JOHNSON, MAYOR

ATTEST:

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Rhomari Leigh, City Secretary  
Date Approved:

**CITY COMMISSION REGULAR MTG**

(6) (b)

**Meeting Date:** 03/04/2026

Consider and take action on Amendment No. 1 to the agreement with ARKK Engineers, LLC for the Central Park Blvd Project.

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

**Submitted By:** Curt Kelly, Transportation and Planning

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST**

Consider and take action on Amendment No. 1 to the agreement with ARKK Engineers, LLC for the Central Park Blvd Project, in the amount of \$ 64,125.00 to add the survey, engineering, design and contract administration for the addition of a traffic signal at the intersection of Fm 2004 and Central Park Blvd to the scope of work.

**BACKGROUND (Brief Summary)**

On November 5, 2025, the City Commission of Texas City approved and agreement for professional services with ARKK Engineers, LLC, for the engineering design and construction contract administration phase of the Central Park Boulevard Extension Project

The engineering for the Central Blvd Extension included a traffic corridor study for mobility planning and a traffic warrant study to determine whether a traffic signal was warranted at FM 2004/Central Park Blvd. the study utilized existing traffic volumes and also projected the anticipated traffic volumes through 2045 for the traffic signal warrant study. The studies showed a new traffic signal will be warranted at the intersection of FM 2004 and Central Park Blvd when the extension is completed and the intersection opened to traffic. In addition to the traffic signal additional curb ramps and crosswalks will be added to provide pedestrian crossings across FM 2004.

ARKK Engineers will utilize the services of TDAI (Traff Data & Associates, Inc.) a traffic engineering consulting firm to aid with the traffic signal design. The traffic signal project will be packaged and bid with the roadway construction project.

**RECOMMENDATION**

Staff recommends approval of Amendment No. 1 to the existing agreement with ARKK Engineers for professional services for the Central Park Boulevard Extension Project to add the survey, engineering, design and contract administration services for the addition of a new traffic signal at the intersection of FM 2004 and Central Park Blvd to the project.

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**Fiscal Impact**

**Funds Available Y/N:** Yes

**Amount Requested:** 64,125.00

**Source of Funds:** Professional Fees

**Account #:** 101104 - 55250

**Fiscal Impact:**

Funds will be allocated TCEDC

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**Attachments**

Amendment No. 1

Resolution

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February 4, 2025

Mrs. Kim Golden, P.E.  
Engineering & Planning  
City Engineer, Director  
City of Texas City  
7800 Emmett F. Lowry Expy  
Texas City, TX 77591

Re: Contract Amendment No. 1 to the Engineering Design Phase Services for City of Texas City's "**Central Park Boulevard Project - Phase 1 & Phase 2**"

Dear Mrs. Golden:

ARKK Engineers, LLC (ARKK) is pleased to submit this Contract Amendment No. 1 to the engineering design and construction phase services proposal for City of Texas City's "Central Park Boulevard Project - Phase 1 & Phase 2" dated September 8, 2025, and approved by the City on November 5, 2025. This proposal is based on our understanding of the project as discussed in our previous meetings and conversations. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

### **GENERAL OVERVIEW**

This contract amendment no. 1 includes providing engineering services for the design of a new traffic signal system at the intersection of FM 2004 and Central Park Blvd. Currently, ARKK Engineers (ARKK) is designing Central Park Blvd. roadway extension in the City of Texas City that will connect FM 2004 to Century Boulevard. The Central Park Blvd roadway extension of roadway design is proposed to be a four-lane boulevard with concrete pavement, grass medians, curbs, and underground storm sewers.

A traffic corridor study for mobility planning and a traffic warrant study to determine if a traffic signal was warranted at FM 2004/Central Park Blvd was conducted by Traff Data & Associates. Inc. (TDAI). TDAI utilized existing traffic volumes and also projected the anticipated traffic volumes in the area for the warrant study. Based on the results of the warrant study performed by TDAI, it was recommended that a new traffic signal be installed at FM 2004/Central Park Blvd intersection (to be constructed) to improve mobility. In addition to the traffic signal upgrades, additional curb ramps and crosswalks will be added to provide pedestrian crossings across FM 2004.

ARKK will utilize the services of TDAI (traffic signal sub-consultant) to aid with the traffic signal design. A detailed summary of the scope of work and fee is presented in TDAI's proposal, which is included as an attachment to this letter.

This proposal also includes a budget for obtaining additional survey data to aid with the traffic signal design and to implement the traffic corridor study recommendations is also included in this proposal (attached).

This traffic signal project will be packaged and bid with the roadway construction project and therefore bid and construction inspection services are not included in this proposal.

**FEE**

The fee for the services is outlined below.

ARKK's design support: lump sum amount of	\$9,950.00
Traffic Signal Design (TDAI): lump sum amount of	\$34,100.00
Additional Topographic Survey: Cost plus 10%	\$10,725.00
Construction Administration Services (TDAI): lump sum amount of	<u>\$9,350.00</u>
<b>TOTAL FEE :</b>	<b>\$64,125.00</b>

ARKK Engineers, LLC will submit monthly progress invoices for all engineering work completed to invoice date. The invoices would be based on the percentage of the work completed during the invoice period.

ARKK Engineers LLC appreciates the opportunity to submit this proposal and we look forward to continuing working with the City of Texas City on this very important project.

Sincerely,

ARKK ENGINEERS, LLC.



Madhu Kilambi, P.E.

Senior Project Manager / Principal

Cc: Mr. Jack Haralson – City of Texas City

# **TDAI** *Traff Data & Associates. Inc.*

*a*  
*Traffic Engineering Advocacy Group*

*(713) 446-8167*

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January 27, 2026.

Mr. Madhu Kilambi, P.E.  
ARKK Engineers  
7322 Southwest Freeway, Suite 1040  
Houston, Texas, 77074

**Re:** Traffic signal at FM 2004 at Central Park Boulevard in Texas City, Texas.

Dear Mr. Kilambi:

Traff Data & Associates appreciates the opportunity to submit a proposal to design a full traffic signal at the intersection of FM 2004 at Central Park Boulevard in Texas City, Texas.

**Scope of Services:**

- Coordination with client, the city of Texas City and TxDOT Houston District.
- TDAI will complete and submit a completed traffic signal warrant analysis to TxDOT Houston District for approval at the intersection of FM 2004 at Central Park Boulevard.
- TDAI will provide a detailed design of the traffic signal at the intersection of FM 2004 at Central Park Boulevard in accordance to TxDOT Houston District design standards.

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9894 Bissonnet, Suite 640, Houston, Texas 77036  
P.O.BOX 963 . Sugar Land, Texas 77487

# **TDAI** *Traff Data & Associates. Inc.*

*a*  
**Traffic Engineering Advocacy Group**

**(713) 446-8167**

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- TDAI will provide quantities of items needed for the installation of the Traffic Signal.
- TDAI will provide the pavement markings and signages in accordance to TxDOT MUTCD.

**Note: The construction plans will contain the following:**

- General notes
- Existing Conditions
- Communication layout for signal at Katy Hockley Cutoff and Katy Park Market Drive.
- Utility Location & Conflict identification (By surveyor)
- Signal Details, Standards, estimate and technical specifications.
- Coordination with Texas New Mexico Power for power delivery.

**Additional services upon receipt of design approval from TxDOT.**

- Attend pre-bid meeting for installation of traffic signal
- Construction administration services which include pre-construction meetings, review of submittals for payments, project coordination meetings and walkthroughs.
- Signal plan timings report and timing sheet.

**Items needed:** CAD File of the site plan.

Utility Survey of intersection

Topographical survey showing underground utilities

# **TDAI** *Traff Data & Associates. Inc.*

*a*  
*Traffic Engineering Advocacy Group*

*(713) 446-8167*

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## **Schedule:**

The time required for completion of the signal design plans is 90 calendar days. TDAI will aggressively pursue this schedule by applying the necessary resources in order to achieve this goal. However, it is imperative that all individuals involved in supplying key information be committed to this project to the extent that undue delays in response are avoided. TDAI will make every effort to fully coordinate with the agencies in a timely fashion.

## **Compensation:**

The total lump sum cost for the design services is set at \$31,000.00.

The total lump sum for additional services after approval of the signal plan set by TxDOT is set at \$8500.00

This fee includes all direct and indirect costs associated with the performance of the work as identified in the scope. 50% of the fees (\$15,500.00) will be paid upon submitting the design plans to TxDOT for review and the remaining balance (\$15,000.00) will be billed upon approval from TxDOT Houston District. Fees for the additional services will be paid after walkthroughs. Invoices will be submitted upon completion of the design and payment received within 21 days.

**TDAI** *Traff Data & Associates. Inc.*

*a*  
*Traffic Engineering Advocacy Group*

*(713) 446-8167*

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Thank you for considering Traff Data and Associates, Inc. for this project and as always, I can assure you of our personal service and timely response. We look forward to being of continued service to ARKK Engineers. In the event of questions or if clarification is required, please advise.

Respectfully Submitted

Traff Data and Associates, Inc.

  
I. Samson Ukaegbu, P.E.  
Principal

Agreed and accepted for ARKK Engineers

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

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9894 Bissonnet, Suite 640, Houston, Texas 77036  
P.O.BOX 963 . Sugar Land, Texas 77487



LLC, PROFESSIONAL LAND SURVEYORS

ARKK Engineers  
7322 Southwest Freeway Suite 1040  
Houston, Texas 77074

Date: Jan. 9, 2026  
Re: City of Texas City Central Blvd. Expansion Project

### Introduction

Thank you for the opportunity to provide this proposal for surveying services for the above referenced project. Based on your email and supplied maps we have identified a scope of work and a lump sum fee for your project.

### Project Overview

Prepare topographic route survey along FM 2004 from Central Park Blvd. south for 784 and along Central Park Blvd west from FM 2024 465 feet for use by ARKK Engineering for the civil design of Central Park Blvd. Expansion

### Scope of Work

- The survey will extend per area as described above. Survey to include cross-section at a minimum of 100' intervals. Shots of sanitary manholes, water valves, and other utilities will be included in the survey. Sanitary and storm sewer invert elevations will be obtained. Existing culvert invert elevation and sized will be acquired. Visible surface features will be included in survey.
- Survey will be prepared in accordance with ARKK Engineering survey requirements with the exception that Ellis Surveying Services makes no warranty that all the underground utilities within the project area have been depicted on the survey. Ellis Surveying Services will notify Texas One-Call of the survey date and request that all underground utilities be marked, all marked utility locations will be shown on the survey, but the locations should be considered as approximate.
- Survey will be tied to State Plane Coordinates (NAD83) Texas South Central Zone Elevation data to be tied to NAVD88 Geoid18..
- Ellis Surveying Services will supply autocad file and point files in ACAD 2018 format and will supply completed and signed "Control Map" of project.

### Fees, Budget & Schedule

Project Sub-Area No.	Street	Length of Survey	Survey Cost per Linear Foot	Cost per Street
1	FM 2004	784	\$8.80	\$6,899.20
1	Central Park Blvd. (west)	465	\$5.50	\$2,557.50
2	Control Map	2	\$140.00	\$280.00
	<b>TOTAL</b>			<b>\$9,736.70</b>

Sincerely,  
Ellis Surveying Services, LLC

Robert Ellis, RPLS

**RESOLUTION NO. 2026-025**

**A RESOLUTION APPROVING AN AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC. FOR THE CENTRAL PARK BLVD PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, ARKK Engineers, LLC., has submitted an Agreement for Services for the engineering design and construction contract administration phase of the Central Park Boulevard Extension Project; and

**WHEREAS**, funds for this project are made available in the 2025/2026 Fiscal Year Budget.

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

**SECTION 1:** That the City Commission for the City of Texas City, Texas, hereby accepts the agreement for the engineering design and construction contract administration phase of the Central Park Boulevard Extension Project from ARKK Engineers, LLC.

**SECTION 2:** That the Mayor is hereby authorized to enter into an agreement with ARKK Engineers, LLC., for the respective price in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes, and authorizing the Mayor to approve change orders, not to exceed 25% of the total contract price, without taking the matter before the City Commission.

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

**PASSED AND ADOPTED this 4th day of March 2026.**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

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

**CITY COMMISSION REGULAR MTG**

**(6) (c)**

**Meeting Date:** 03/04/2026

Submission of FY 2026 H-GAC State Homeland Security Program (SHSP) Application

**Submitted For:** Patricia Mata, Community Development/ Grant Admin

**Submitted By:** Patricia Mata, Community Development/ Grant Admin

**Department:** Community Development/ Grant Admin

**Information**

**ACTION REQUEST**

Consider and approve the Submission of FY 2026 H-GAC State Homeland Security Program (SHSP) Application

**BACKGROUND (Brief Summary)**

The City proposes to submit an application for funding under the FY 2026 State Homeland Security Program (SHSP) through the Houston-Galveston Area Council (H-GAC). SHSP is a federally funded grant program administered by the Texas Division of Emergency Management (TDEM) under the oversight of the U.S. Department of Homeland Security (DHS).

The SHSP provides funding to enhance the capability of state and local jurisdictions to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic incidents. Eligible activities include planning, equipment acquisition, training, exercises, and critical infrastructure protection projects that align with the National Preparedness Goal and core capabilities. Eligible activities include planning, equipment acquisition, training, exercises, and critical infrastructure protection projects that align with the National Preparedness Goal and core capabilities.

For FY 2026, the proposed application will support the acquisition of a SWAT vehicle. The project is consistent with the City’s Hazard Mitigation Plan, Emergency Operations Plan, and regional homeland security priorities established by H-GAC. The grant amount requested will not exceed \$450,000. Submission of the application does not obligate the City to accept an award, but authorizes staff to apply for available funding.

**RECOMMENDATION**

Staff recommends that the City Council/Commission authorize submission of the FY 2026 SHSP grant application through H-GAC and authorize the Mayor to execute all necessary documents related to the application and, if awarded, to accept and administer the grant in accordance with applicable federal and state requirements.

**Fiscal Impact**

**Funds Available Y/N:**

**Amount Requested:**

**Source of Funds:**

**Account #:**

**Fiscal Impact:**

If awarded, grant funds will be included in the appropriate fiscal year budget amendment. Any required local match or ineligible costs, if applicable, will be identified and brought forward for Council approval prior to project implementation.

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**Attachments**

HGAC  
Resolution

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## HOUSTON-GALVESTON AREA COUNCIL FY 2026 STATE HOMELAND SECURITY PROGRAM GRANT APPLICATION INSTRUCTIONS, PROCESS, AND MATERIALS

### I. INTRODUCTION

The Texas Office of the Governor's Public Safety Office (PSO) is soliciting applications for projects that support local and regional efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. The PSO provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.

### II. PURPOSE

The purpose of this solicitation is to support state, tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities *where a nexus to terrorism exists*.

The PSO contracts with the Houston-Galveston Area Council (H-GAC) to manage the application prioritization process for the 13-county region. All final funding decisions are made by the Office of the Governor.

### III. APPLICATION PROCESS AND **IMPORTANT CHANGES FOR FISCAL YEAR 2026**

The shortened application period requires a different process for fiscal year 2026. SHSP applicants must complete the following two steps to be recommended for funding:

1. Submit an [eGrants](#) application certified by your agency's Authorized Official by 03/16/2026 at 5:00pm
2. Submit the H-GAC paper application to [justin.riley@h-gac.com](mailto:justin.riley@h-gac.com) by 03/19/2026 at 5:00pm

**Failure to complete either of these steps may result in your project not being recommended for funding.** Urban Area Security Initiative (UASI) applicants should take care to not confuse the State Homeland Security Program process or application materials for the UASI program, materials, or process. UASI applicants should contact the City of Houston for all questions related to that program.

#### IV. APPLICATION TIMELINE

eGrants Applications Open	02/17/2026	eGrants Deadline	03/16/2026
Grant Application Workshop	02/19/2026	Paper Application Deadline	03/19/2026

#### V. GRANT APPLICATION WORKSHOP

To assist applicants, H-GAC will host one grant application workshop on **February 19 at 1:00 PM**. Unlike previous years, due to the abbreviated application period attendance at the workshop will not be mandatory for fiscal year 2026.

[CLICK HERE TO REGISTER](#)

#### VI. NEW REQUIREMENTS FROM THE OFFICE OF THE GOVERNOR

- **Resolutions** - Resolutions from the entity's Governing Body will now be required at the time of eGrants submission. Given the compressed timeline, applicants should begin coordinating immediately with their governing bodies to ensure timely approval and documentation. Resolutions [have a new template](#) and requirements from the PSO for FY 2026.
- **CEO/Law Enforcement Certifications and Assurances Form** – This form, issued by the PSO, must be signed by both the Chief Executive Officer and the Head of the Law Enforcement Agency to certify compliance with U.S. Department of Homeland Security notification and detainer requirements, applicable federal immigration statutes, and Chapter 752, Subchapter C of the Texas Government Code.

#### VII. APPLICATION MATERIALS

The link below provides access to all required and supplemental application materials, including the paper application, resources for completing the Narrative Tab, example project narratives, the eGrants walkthrough, and additional guidance documents to support a complete and competitive submission.

[CLICK HERE FOR APPLICATION MATERIALS](#)

#### VIII. TECHNICAL ASSISTANCE

If, after attending the grant application workshop, an agency requires additional assistance with its application(s), a request for support should be submitted to:

Justin Riley, CEM  
Principal Planner, Public Safety  
[justin.riley@h-gac.com](mailto:justin.riley@h-gac.com)

**RESOLUTION NO. 2026-026**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO STATE HOMELAND SECURITY PROGRAM LETPA PROJECTS ON THE BEHALF OF THE CITY OF TEXAS CITY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the City of Texas City finds it in the best interest of the citizens of Texas City, that the State Homeland Security Program LETPA Projects be operated for the fiscal year 2026; and

**WHEREAS**, the City of Texas City agrees to provide applicable matching funds for the said project as required by the State Homeland Security Program grant application; and

**WHEREAS**, the City of Texas City agrees that in the event of loss or misuse of the Office of the Governor's funds, the City of Texas City assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS**, the City of Texas City designates Dedrick Johnson, Mayor, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency; and

**WHEREAS**, the City of Texas City designates Dedrick Johnson, Mayor, as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter on behalf of the applicant agency.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, approves submission of the grant application for the State Homeland Security Program LETPA Projects to the Office of the Governor.

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

**PASSED AND ADOPTED this 4th day of March 2026**

---

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(6) (d)**

**Meeting Date:** 03/04/2026

TEXAS CITY FIRE STATION FIVE CONSTRUCTION MANAGER AT RISK SELECTION

**Submitted For:** Jack Haralson, Public Works      **Submitted By:** Dj Hutchinson, Public Works

**Department:** Public Works

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**Information**

**ACTION REQUEST**

Commission approval for the Public Works Department to select Durotech, Inc. (Construction Manager at Risk) for construction of Fire Station 5.

**BACKGROUND (Brief Summary)**

On January 28, 2026, we received Construction Manager at Risk proposals on behalf of Texas City from eleven proposers for the Texas City Fire Station Five Project. After reviewing the proposals in depth and scoring them based on the criteria set forth in the request for proposals, and information provided by the proposers and their references, it has been determined that Durotech, Inc. would provide the best services for Texas City as the Construction Manager at Risk on this project.

**RECOMMENDATION**

Durotech, Inc. has worked with Joiner Architects in the past on a multitude of similar projects with excellent results. Their past performance, proposed fee, and reference responses yielded them the best overall score of all Proposers. It is our recommendation to award the contract for Construction Manager at Risk for the Texas City Fire Station Five project to Durotech, Inc. (see Exhibit A)

---

**Fiscal Impact**

**Funds Available Y/N:** NA

**Amount Requested:** \$0.00

**Source of Funds:** NA

**Account #:** NA

**Fiscal Impact:**

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**Attachments**

Exhibit A  
Resolution

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700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401  
2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

February 16, 2026

Mr. Jack Haralson  
Texas City Public Works Department  
7800 Emmett F. Lowry Expressway  
Texas City, TX 77591

RE: TEXAS CITY FIRE STATION FIVE CONSTRUCTION MANAGER AT RISK SELECTION

Dear Mr. Haralson:

On January 28, 2026, we received Construction Manager at Risk proposals on behalf of Texas City from eleven proposers for the Texas City Fire Station Five Project.

After reviewing the proposals in depth and scoring them based on the criteria set forth in the request for proposals, and information provided by the proposers and their references, it has been determined that Durotech, Inc. would provide the best services for Texas City as the Construction Manager at Risk on this project.

Durotech, Inc. has worked with Joiner Architects in the past on a multitude of similar projects with excellent results. Their past performance, proposed fee, and reference responses yielded them the best overall score of all Proposers. It is our recommendation to award the contract for Construction Manager at Risk for the Texas City Fire Station Five project to Durotech, Inc.

We appreciate very much being on the team, and look forward to another successful project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joby Copley", with a vertical line extending downwards from the end of the signature.

Joby Copley, AIA  
Partner

**RESOLUTION NO. 2026-027**

**A RESOLUTION AWARDING CONTRACT FOR CONSTRUCTION MANAGER AT RISK FOR THE TEXAS CITY FIRE STATION FIVE PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, on January 28, 2026, the City of Texas City received Construction Manager at Risk proposals for the Texas City Fire Station Five Project; and

**WHEREAS**, it is the recommendation of the Public Works Department that the contract be approved and that the Mayor be allowed to enter into an agreement with Durotech, Inc. for the Construction Manager at Risk for the Texas City Fire Station Five Project.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves awarding the contract for the Texas City Fire Station Five Project with Durotech, as set out on the proposal attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 4th day of March 2026**

---

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(6) (e)**

**Meeting Date:** 03/04/2026

appointing a Fair Housing Administrator

**Submitted For:** Chria McCall, Mayor's Office

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

**Department:** Mayor's Office

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**Information**

**ACTION REQUEST**

Consider and take action on Resolution No. 2026-028, appointing a Fair Housing Administrator in accordance with Texas City's Code of Ordinance Chapter 93, Section 24. (Mayor's Office)

**BACKGROUND (Brief Summary)**

§ 93.24 FAIR HOUSING ADMINISTRATOR.

(A) The Mayor shall appoint and the commission shall confirm a Fair Housing Administrator, referred to in the subchapter as "Administrator", who shall have the responsibility for implementing this subchapter.

(B) The Administrator may delegate his or her authority to investigate and conciliate complaints to other city employees under his or her direction. (1998 Code, § 66-40)

**RECOMMENDATION**

It is the recommendation of staff and the Mayor's Office to appoint Patricia Mata, Community Development Director and Grants Administrator for the City of Texas City.

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**Fiscal Impact**

**Funds Available Y/N:**

**Amount Requested:**

**Source of Funds:**

**Account #:**

**Fiscal Impact:**

N/A

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**Attachments**

Resolution

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**RESOLUTION NO. 2026-028**

**A RESOLUTION APPOINTING PATRICIA MATA AS THE FAIR HOUSING ADMINISTRATOR IN ACCORDANCE WITH TEXAS CITY'S CODE OF ORDINANCE CHAPTER 93, SECTION 24; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby appoints Patricia Mata, Community Development Director and Grants Administrator, as the Fair Housing Administrator in accordance with Texas City's Code of Ordinance Chapter 93, Section 24.

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

**PASSED AND ADOPTED this 4th day of March 2026.**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

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

**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 03/04/2026

Ordinance No. 2026-04 approving the permanent zoning change of 917 8th Ave North from District "F" (Light Industrial) to District "S-P" (Site Plan) to allow the operation of the Come and See Mens Discipleship Housing Facility as a halfway house.

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

**Submitted By:** Curt Kelly, Transportation and Planning

**Department:** Transportation and Planning

**Information**

**ACTION REQUEST**

Consider and take action on Ordinance No. 2026-04, approving the permanent zoning change of 917 8th Ave North from District "F" (Light Industrial) to District "S-P" (Site Plan) to allow the Come and See Ministry Mens Discipleship Housing Facility to operate as a halfway house.

**BACKGROUND (Brief Summary)**

On November 19, 2025, the City Commission conducted a public hearing during its regular meeting to gather community feedback regarding the proposed rezoning of 917 8th Ave N from District "F" (Light Industrial) to District "S-P" (Site Plan) to allow the Come and See Ministry Mens Discipleship Housing Facility to operate a halfway house. After closing the public hearing the City Commission voted \_\_\_\_-0 to grant preliminary zoning approval for the project.

According to the Texas City Code of Ordinances Section 160.106(D)(3), this preliminary approval will be converted into a final ordinance to change the zoning map once a building permit application is submitted for the requested uses. The application must be filed within 12 months from the date of the preliminary zoning approval. The applicant obtained building permit no. 2025-1300 on December 4, 2025 which was less than 12 months after the date of preliminary zoning approval.

**RECOMMENDATION**

Staff has confirmed the requirements for permanent rezoning have been met and that the subject property is in compliance with the requirements of District S-P (Site Plan). Recommend approval of the ordinance to finalize the rezoning of 917 8th Ave N from District F (Light Industrial) to District S-P (Site Plan) to allow the Come and See Ministry's Mens Discipleship Housing Facility to operate a halfway house.

**Fiscal Impact**

**Funds Available Y/N:** N/A

**Amount Requested:** N/A

**Source of Funds:** N/A

**Account #:** N/A

**Fiscal Impact:**

No fiscal impact

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### **Attachments**

Ordinance

Vicinity Map

Exhibit B - Site Plan

Planning Board Staff Report

Planning Board minutes

Zoning Commission - Staff Report

Zoning Commission Minutes - 10.21.2025

Building Permit

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**ORDINANCE NO. 2026-04**

**AN ORDINANCE AMENDING CHAPTER 40 OF THE CODE OF ORDINANCES OF THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, ALSO KNOWN AS THE ZONING ORDDINANCE, TO PERMANENTLY REZONE PROPERTY FOR EVANGELICAL FRIENDS CHURCH FROM DISTRICT “F” (LIGHT INDUSTRIAL) TO DISTRICT “S-P” (SITE PLAN) BEING 0.056 ACRES, LOCATED IN THE 249 BLOCK OF TEXAS CITY SECOND DIVISION, A SUBDVISION IN GALVESTON COUNTY, TEXAS WITH MUNICIPAL ADDRESS 917 8<sup>TH</sup> AVENUE NORTH; ORDERING SAID CHANGES MADE ON THE CITY ZONING MAP; CONTAINING A SAVINGS CALUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, Walter T. Lawson, Sr. Pastor, on behalf of the Owner, Evangelical Friends Church, applied for a zoning change for the 0.056ac lot located at 917 8<sup>th</sup> Ave N from District F (Light Industrial) to District S-P (Site Plan) to operate the Come and See Ministry Men’s Discipleship Housing Facility as a halfway house; and

**WHEREAS**, the Planning Board approved the proposed Site Plan for the zoning change request to District “S-P” (Site Plan) upon certain conditions at its meeting on September 15, 2025; and

**WHEREAS**, proper notice was given and public hearing was held and the zoning change request was recommended for preliminary zoning approval by the Zoning Commission on October 21, 2025; and

**WHEREAS**, proper notice was given and public hearing was held and the zoning change request was given unanimous preliminary approval by the City Commission on November 19, 2025; and

**WHEREAS**, in accordance with the Section 160.106(D)(3) the Building Official hereby provides notice that the applicant completed and application for a building permit for the requested uses on December 14, 2025, Permit No. 2025-1300, so the preliminary zoning approval is ready to be made permanent; and

**WHEREAS**, it is the considered opinion of the City Commission that said Zoning Ordinance be amended and changed to permanently rezone said property.

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

**SECTION 1:** That certain property described as being 0.056 acres, located in the 249 block

of Texas City Second Division, a subdivision in Galveston County, Texas with municipal address 917 8<sup>th</sup> Avenue North, currently zoned as District “F” (Light Industrial), is hereby rezoned and classified as District “S-P” (Site Plan) to allow Come and See Ministry’s Men’s Discipleship Housing Facility to operate as a halfway house in accordance with the approved Site Plan.

**SECTION 2:** The certain property to be rezoned is more fully described in the legal description attached hereto as Exhibit A.

**SECTION 3:** The approved site plan is attached hereto as Exhibit B.

**SECTION 4:** That the City Engineer shall designate said changes from District “F” (Light Industrial) to District “S-P” (Site Plan), as hereinabove provided, on the original zoning map, as amended, and on the duplicate copy thereof kept in the Office of the City Planning Board.

**SECTION 5:** That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. In the event any section, clause, sentence, paragraph, or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

**SECTION 6:** That the Charter requirement for reading this Ordinance on three (3) separate days is hereby dispensed by a majority vote of the City Commission.

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2026.**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Secretary, Rhomari D. Leigh

\_\_\_\_\_  
City Attorney, Kyle Dickson

**ATTACH EXHIBIT A**  
**LEGAL DESCRIPTION**

## LEGAL DESCRIPTION

Tract One:

Lot 8, in Block 249, of Texas City Second Division, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 134, Page 12, in the Office of the County Clerk of Galveston County, Texas.

Tract Two:

A tract of land lying North of Lot 8, in Block 249 of Texas City Second Division, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 134, Page 12 in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at the Northeast corner of said Lot 8;

Thence Westerly, along the Northerly line of said Lot 8, a distance of 25 feet to the Northwest corner of said Lot 8;

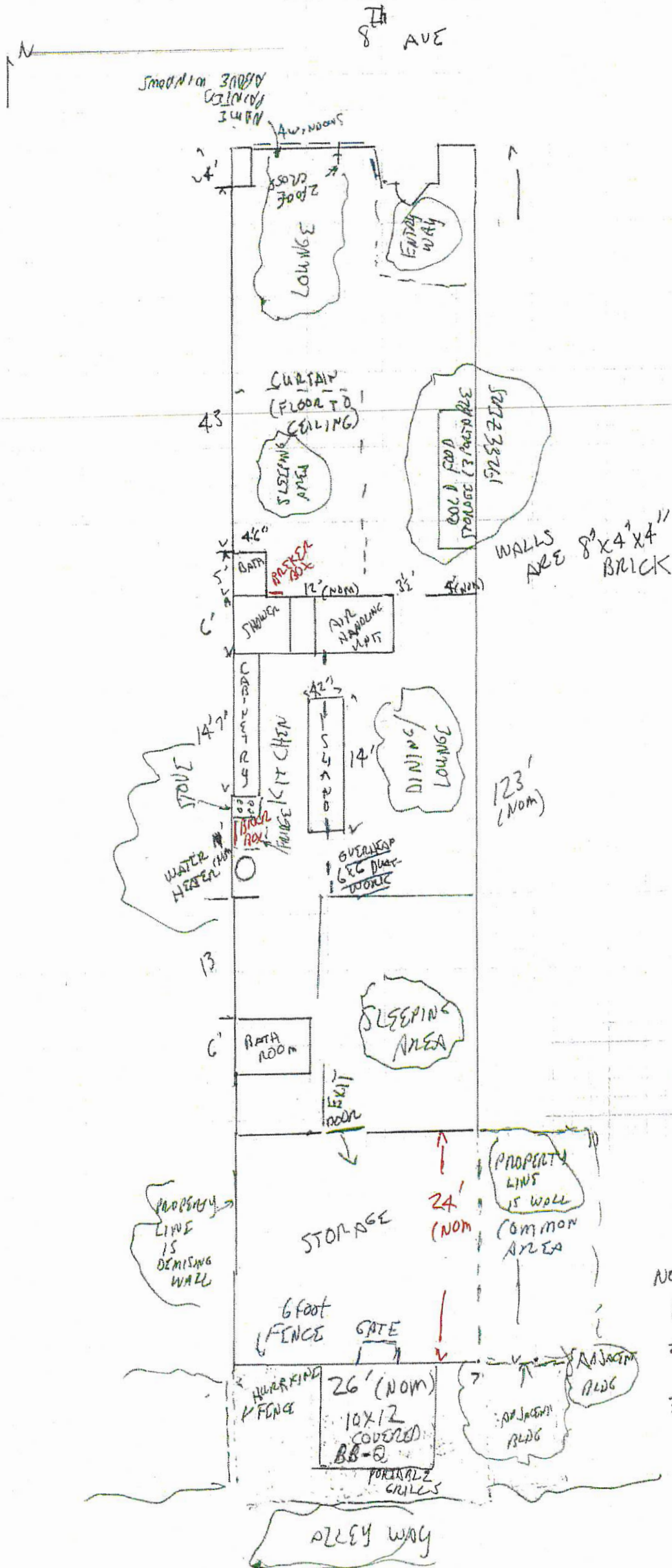
Thence Northerly along a projection of the Westerly line of said Lot 8, a distance of 1.2 feet to a point for corner;

Thence Easterly, parallel with the Northerly line of said Lot 8, a distance of 25 feet to a point for corner;

Thence Southerly along a projection of the Easterly line of said Lot 8, a distance of 1.2 feet to the Point of Beginning.

**ATTACH EXHIBIT B – SITE PLAN**

917 8<sup>th</sup> AVENUE  
 TEXAS CITY



REV A  
 8/7/25 9/25/25  
 F20260  
 JAMES A BABB, LLC

- NOTES:
1. SCALING IS 1/8" = 1' FOOT
  2. DIMENSIONS ARE NOMINAL ± 6".
  3. ELECTRICAL + PLUMBING ARE EXISTENT + NOT ON DRAWING EXCEPT AS NOTED
  4. THERE ARE 30 PUBLIC PARKING SPACES AVAILABLE 20 ON SAME SIDE IN FRONT 10 ACROSS THE STREET (ALL ARE MARKED) - NO NEED FOR OFF STREET PARKING



Criminal Justice Center

9th Ave N

9th Ave N

1764

N

9th Ave N

9th Ave N

ida Al Extremo

Texas City Fire Department 2

Sharp Inspection & Lube

Benny's Auto Repair

Best Budget Inn

Texas City Animal Hospital

8th Ave N

8th Ave N

10th St N

8th St N

8th Ave N

8th Ave N

8th Ave N

11th St N

9th St N

8th St N

Abbott Dr

Abbott Dr

10th St N

8th St N

CAS Friends Men's Discipleship Program

7th Ave N

7th Ave N

7th Ave N

7th Ave N

10th St N

9th St N

8th St N

Jones Drive Inn Grocery

7th Ave N

7th Ave N

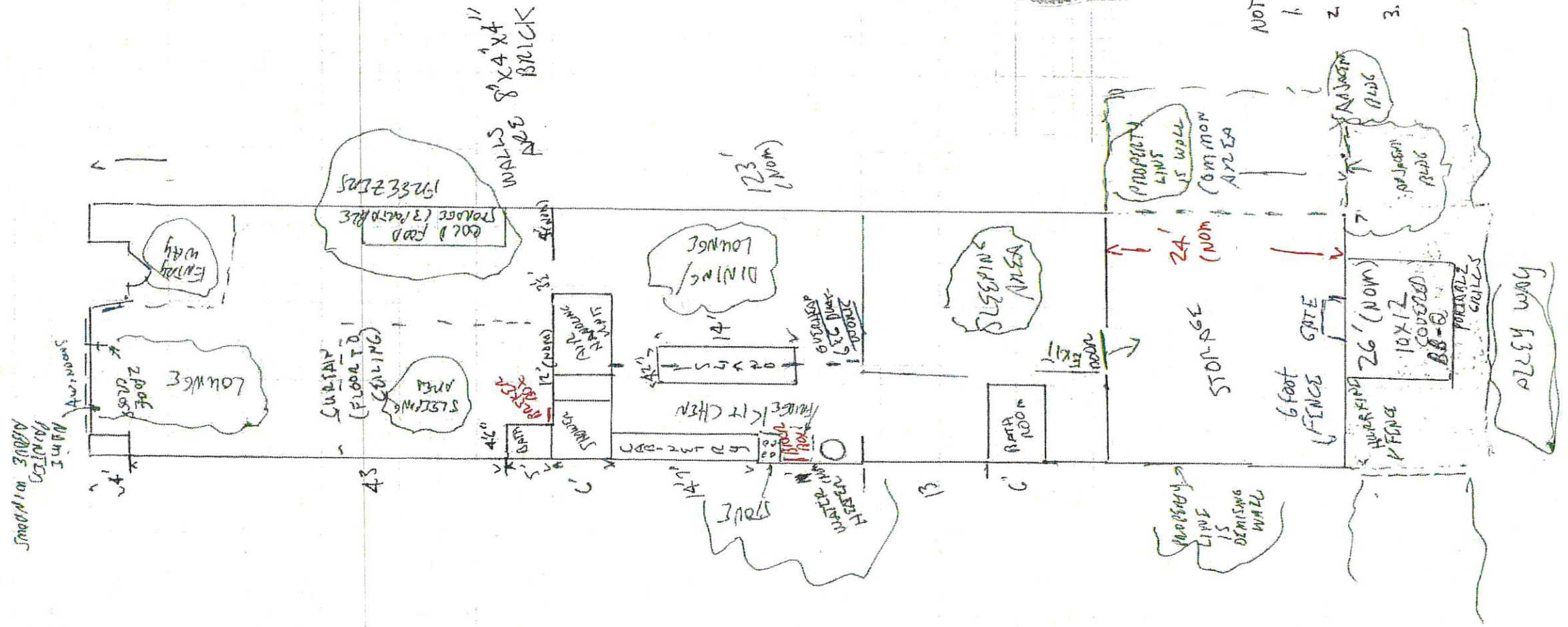
10th St N

Google

Layers

917 8<sup>TH</sup> AVENUE  
 TEXAS CITY

8<sup>TH</sup> AVE



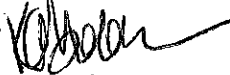
REV A  
 8/7/25 9/25/25  
 F 20260  
 JAMES A BARR P.E., LLC

NOTES:

1. SCALING IS 1/8" = 1'-00"
2. DIMENSIONS ARE NOMINAL ± 6's.
3. ELECTRICAL + PLUMBING ARE EXISTENT + NOT ON DRAWING EXCEPT AS NOTED
4. THERE ARE 30 PUBLIC PARKING SPACES AVAILABLE TO ON SIDE SIDE IN FRONT TO ACROSS THE STREET (ALL ARE MARKED) - NO NEED FOR OFF STREET PARKING

## STAFF REPORT

TO: Planning Board – Regular Meeting – September 15, 2025

From: Kim Golden, P.E., City Engineer 

CC: Doug Kneupper, P.E., Consulting Engineer

Date: September 8, 2025

RE: Development Plan/Site Plan for Zoning Change - 917 8<sup>th</sup> Ave N – Come and See Friends Men's Discipleship Program House

---

**Background:** The applicant, Walter T. Lawson, Sr. Pastor, Come and See Friends Church, seeks approval of a Site Plan for a zoning change from District "F" (Light Industrial) to District "S-P" (Site Plan) to continue the operation of a halfway house for men in re-entry. The program has been operating as an unlicensed residential program at the site for approximately four years. The residential program was shut down by Fire Marshals for numerous hazardous conditions and code violations which rendered the building unsafe for the dormitory style occupancy by 13 residents.

**Requested Action:** (i) Approval of Site Plan for rezoning of an existing commercial building from District "F" (Light Industrial) to District "S-P" (Site Plan) for use as a halfway house for men released from incarceration; and (ii) Approval of a Development Plan as a condition precedent for the issuance of a building permit to make improvements necessary to operate as a code compliant halfway house; and (iii) Affirmation the intended use is consistent with the purpose and guidelines of the Sixth Street Revitalization District.

**Staff Analysis and Recommendation:** "Halfway House" is defined in the Zoning Ordinance as "a facility for the housing, rehabilitation and/or training of three or more persons, who are on probation or parole or are pre-released inmates from correctional institutions or other persons found guilty of criminal offenses; or for the housing, rehabilitation, training, counseling or treatment of three or more persons for alcohol, chemical or drug abuse and/or dependencies." Section 160.006. Halfway houses are required to be in District "S-P" (Site Plan), per Section 160.051(C)(b)(8), but there are no height or area dimensions specified for the use. However, there are area dimensions for Personal Care Facilities which may be considered advisory of 100 sf per person in single occupancy bedrooms and 120 sf per person in double occupancy bedrooms.

In the absence of any area or height specifications in the ordinance for the use the requirements are determined by the approved Site Plan. The proposed Site Plan does not indicate an anticipated number of occupants or the designation of a space standard per occupant. The proposed Site Plan seems to indicate an area of 43ft x 26ft for dormitory style sleeping quarters. Applying the standard of 120 sf for multiple

occupancies would allow an occupancy of 9 residents. However, a final occupancy load will be determined by the Fire Marshal and established through the building permitting and certificate of occupancy process.

The Site Plan shows the existing building to have two restrooms, one of which is shown to also have a shower. The Site Plan does not show a separate kitchen facility. It is thought the site has a small green space at the rear of the building, but the Site Plan does not show any adjacent green space.

**EXISTING BUILDING:** The location at 917 8<sup>th</sup> Ave N is an existing building on a 0.056-acre lot (25ft x 102ft – 2448 sf). The Site Plan shows the existing building as 26ft x 123ft (3,198 sf) which exceeds the size of lot.

**EXISTING ZONING:** The site is currently zoned District “F” (Light Industrial). The adjacent property to the west is zoned District “E” (General Business). Adjacent properties to the east and across 8<sup>th</sup> Ave N to the north are all zoned District “F” (Light Industrial). The existing facility does not meet the setback requirements of the District “F” zoning designation which requires a minimum lot width of 80ft, minimum lot depth of 150ft, minimum lot area of 15,000 sf, minimum front yard of 30ft, minimum rear yard of 30ft. There is no minimum side setback except from a residential district which does not apply to this location. The existing use as a halfway house is not an allowable principal use in District “F”.

**EXISTING PARKING:** The site does not have any off-street parking. The applicant advises the residents do not have cars and that the adjacent property owners have no objection to sharing the parking spaces. Some on-street parking is available.

**INTENDED USE:** The applicant seeks a rezoning to District “S-P” (Site Plan) so it can continue its ministry to indigent men in recovery who are returning from incarceration or have ongoing involvement with the criminal justice system through probation or parole. The ministry provides transitional dormitory style housing, counseling, and limited wrap around supportive services such as assistance with obtaining identification documents, driver's license, etc. Residents maintain a strict schedule of required activities including daily prayer and bible study and are subject to random drug screening. The facility is not licensed by the State of Texas nor are they counselors. The ministry is supported by community donations. Residents are not required to pay a fixed rent. Additional information regarding the programming is included in the agenda packet.

Review comments did not express any concerns. Building Officials and Fire Marshals note the facility will be required to meet all applicable codes. Courtesy inspections have been scheduled to inform the applicant about the permitting process and the modifications likely to be required to satisfy applicable codes.

**RECOMMENDATION:** The program has been operating at the site without permits but also without any complaints from the surrounding neighborhood. The site is not adjacent or close to any existing residential uses. The use as a halfway house would not be incompatible with the existing use of an adjacent property by Narcotics

Anonymous and there have been no complaints noted from an adjacent church. So long as the applicants complete the rezoning process and satisfy the requirements of the Building Officials and Fire Marshals, staff offer no objection to the Site Plan and proposed rezoning.



Criminal Justice Center

9th Ave N

9th Ave N

1764

N

9th Ave N

9th Ave N

ida Al Extremo

Texas City Fire Department 2

Sharp Inspection & Lube

Benny's Auto Repair

Best Budget Inn

Texas City Animal Hospital

8th Ave N

8th Ave N

10th St N

8th St N

8th Ave N

8th Ave N

8th Ave N

11th St N

9th St N

8th St N

Abbott Dr

Abbott Dr

10th St N

8th St N

CAS Friends Men's Discipleship Program

7th Ave N

7th Ave N

7th Ave N

7th Ave N

10th St N

9th St N

8th St N

7th Ave N

7th Ave N

10th St N

Google

Jones Drive Inn Grocery

Layers

# CAS Friends Men's Discipleship House

917 8<sup>th</sup> Ave N, Texas City 787590

## Zoning – Talking Points

- The Discipleship House is one of the few options that men have as they are released from incarceration.
- Residents of the Discipleship House are required to adhere to a strict set of rules, including a curfew. Residents are closely supervised and required to pass random drug screening as requested.
- The Discipleship House has been in operation for over 4 years, during which we've seen **13 marriages, countless baptisms**, and lives changed by the power of the gospel.
- We believe this hands on ministry is reducing homelessness and crime in Texas City.
- We partner with local churches and organizations like Narcotics Anonymous.
- Daily activities that promote growth including daily prayer and Bible study.
- Our weekly calendar is full of opportunities to connect and grow:
  - **Celebrate Recovery** – Tuesdays at 5:45 p.m., for anyone seeking freedom from hurts, habits, or hang-ups
  - **God's Daily Dose** – A noon Bible study Monday through Friday, perfect for lunch-hour spiritual encouragement
  - **Family Game Night** – Fridays at 6:30 p.m., open to all for food, fun, and fellowship
  - **Ongoing Bible studies** – Held throughout every weekday
  - **Sunday Services** – Morning and evening worship gatherings

As we look ahead, our hearts are full of hope. We remain rooted in our original purpose: to preach the gospel and make disciples.

The journey is far from over, and we trust that the God who brought us this far will lead us into even greater things, for His glory and the good of our city.

We believe the best is yet to come.

# CAS Friends Church

## Men's Discipleship House

- Project Name: CAS Friends Discipleship House
- Site Address: 917 8<sup>th</sup> Ave N, Texas City, Tx 77590
- Acreage: 0.056 acres, 25' x 102' (2448 sf)
- Property ID 384362
- Subdivision: S7030
- Legal: ABS 205 J B WELLS SUR LOT 8 BLK 249 TEXAS City SECOND DIVISION & ADJ n 1.20 FT OF AVE
- Plat attached: Texas City Second Division, Galveston County (Jan, 1895)
- Surrounded by: 8<sup>th</sup> Ave N, 10<sup>th</sup> St N, & 9<sup>th</sup> St N
- This request does no change any lot lines.
- This Zoning request is solely for the space at 917 8<sup>th</sup> Ave N, Texas City, Tx 77590
- Located between Narcotics Anonymous and an Office rental space. No adjacent land.

CAS Friends House of Disciples  
6-month Program  
House Rules & Regulation

**Matthew 28: 19-20 NIV**

“Go therefore and make disciples of all the nations, baptizing them in the name of the Father and of the Son and of the Holy Spirit, teaching them to observe all things that I have commanded you; and Lo, I am with you always, even to the end of the age.”.

A godly man is not a perfect man. We will never reach perfection until we are in the physical presence of Jesus (Philippians 3:12; 1 John 3:2). But the godly man embraces his manhood and knows that Jesus, not the world, has set the standard for what it means to be a real man. So, he strives daily to model his life after Jesus. He doesn't make excuses for his sins and weaknesses he finds in himself, but continually surrenders those areas to God and asks for His help in overcoming them (Romans 6:11—14). Regardless of physical appearance, social status, or economic standing. A man can be a godly man when he surrenders to God through faith in Jesus Christ and seeks to obey Him in every area of his life (Luke 10:27; Galatians 2:20)

A godly man is one who has died to his flesh (Galatians 5:24). This does not mean he no longer faces temptation. It means that, when he is tempted, the decision about whether to give in has already been made. He relies on the power of the Holy Spirit to help him say "no" to his flesh and "yes" to the Holy Spirit (1 Corinthians 10:13; Galatians 5:16). As he regularly opposes sin, he finds that his spirit grows stronger, and temptation becomes easier to resist (Hebrews 10:36).

## HOUSE

- Wake up time is 7 am - morning routine.
- Curfew and doors locked at 10 pm, (Fri. & Sat 10:30 pm) Lights out at 10:30 pm.
- You must always be accounted for in addition to signing the out & in sheet. In addition, **You Must** make sure the House manager and or acting HMT is informed.
- Chores are assigned for two weeks periods which is posted on the white board in the hallway. Everyone is expected to complete their chores established by Pastor Terry. Remember chores are completed twice a day (morning and evening).
- Bed must be made each morning by 7:30am, No excuses will be accepted.
- All clothes must be hung and/or put away in totes or hanging area.

CAS Friends House of Disciples  
6-month Program  
House Rules & Regulations

- Laundry area must be cleaned organized by all. Bed sheets must be washed weekly.
- **NO** dishes are to be left in the sink or dish drainer at any time. You are expected to wash and put away your own dishes. Do not pour grease down the sink.
- You are required to clean the toilet after your use out of respect for the next person.
- Only faith based and or family movies will be played in the House. PG or PG-13 Rated will be allowed with minimum profanity.
- No overnight stays away from the house unless approved by Pastor Terry, overnight request to stay with the opposite sex is prohibited.
- ABOSOLUTELY, no weapons of any type will be allowed into the church or discipleship house.
- NO Stealing or disrespect of anyone's property! Theft will not be tolerated.
- All mail must be opened in front of House Minister.
- Issues within the house will be dealt with immediately. If it cannot be resolved within the men's meeting, Pastor Terry will have the final say.

## CHURCH

- Church functions and studies are mandatory; you are expected to be at each function 15 minutes early and must stay until function is over, (Exceptions made for employment. Please give Pastor Terry or House Minister your work schedule.)
- You are expected to always keep the church ready for services ensuring restrooms are clean.
- **NO** horseplay or loud yelling.
- **NO** secular music in Men's house or on church property or in church vehicles.
- You **Must** attend all services unless working or given permission to miss by Pastor Terry.

## SELF

- NO Lying or disrespect to anyone, NO profanity!! YOU LIVE IN GOD'S HOUSE.
- Personal Hygiene is a must. YOU **MUST** SHOWER DAILY! Showers will be no longer than 15 minutes. Wearing of deodorant is **MANDATORY!**
- **Clean** clothes must be worn daily.

CAS Friends House of Disciples  
6-month Program  
House Rules & Regulations

- All medication will be kept in a lock box and secured. If you are under a doctor's care, a list of any/all medications must be given to Pastor Terry.
- All valuables are to be kept locked in your totes.
- If you have an income of any type, you are responsible for your personal needs (i.e.: **hygiene products, food and laundry supplies, and haircuts**).
- No physical altercations or bullying. All parties involved will be asked to leave the house. Reentry is solely dependent upon Pastor Terry's discretion.
- If it's **not true**, don't **say it**. If it's not yours, don't **touch it**. Treat each other as you want to be treated.
- Any form of illegal drugs, as well as alcohol is prohibited and will not be tolerated. You will be asked to leave the premises and not return for 30 days - 6 months dependent upon Pastor Terry's discretion.
- If you are ill, notify house minister and you must go to the doctor. After seeing a doctor, if it's determined you need bed rest it will be approved. No other activities will be required.
- You must remember when exiting bunk area, you are to be fully dressed. **YOU MUST ALWAYS HAVE A SHIRT ON!!** Remember it's about respect for others and respecting God's house.
- Do not leave articles of clothing laying around the house and or bunk area. Everything must be kept decent and in order.
- Getting into new relationships while in the disciple program is prohibited. We want you only focused on your relationship with God and Him alone.

## PROGRAM

- If you have a question, **ASK**. If you are not sure, **ASK**. If you don't know, **Do not** assume you know what to do, Look where you are now.
- **NO** counseling or giving advice to each other, Everyone's walk is different, thou similar, not the same.
- Should you leave the program for any reason; you will not be allowed back in the program for at least 30 days and with the agreement of Pastor Terry.

CAS Friends House of Disciples  
6-month Program  
House Rules & Regulations

- No cell phones and/or tablets the first 30 days upon starting the program. If you are caught with a cell phone, you will be terminated from the program, including asking to use a house mates' cell.

**New Disciples** must be in the program 45 days before they are permitted to lead, teach, and or drive church vehicles.

After the first 45 days, each participant is responsible to be actively looking for full time employment.

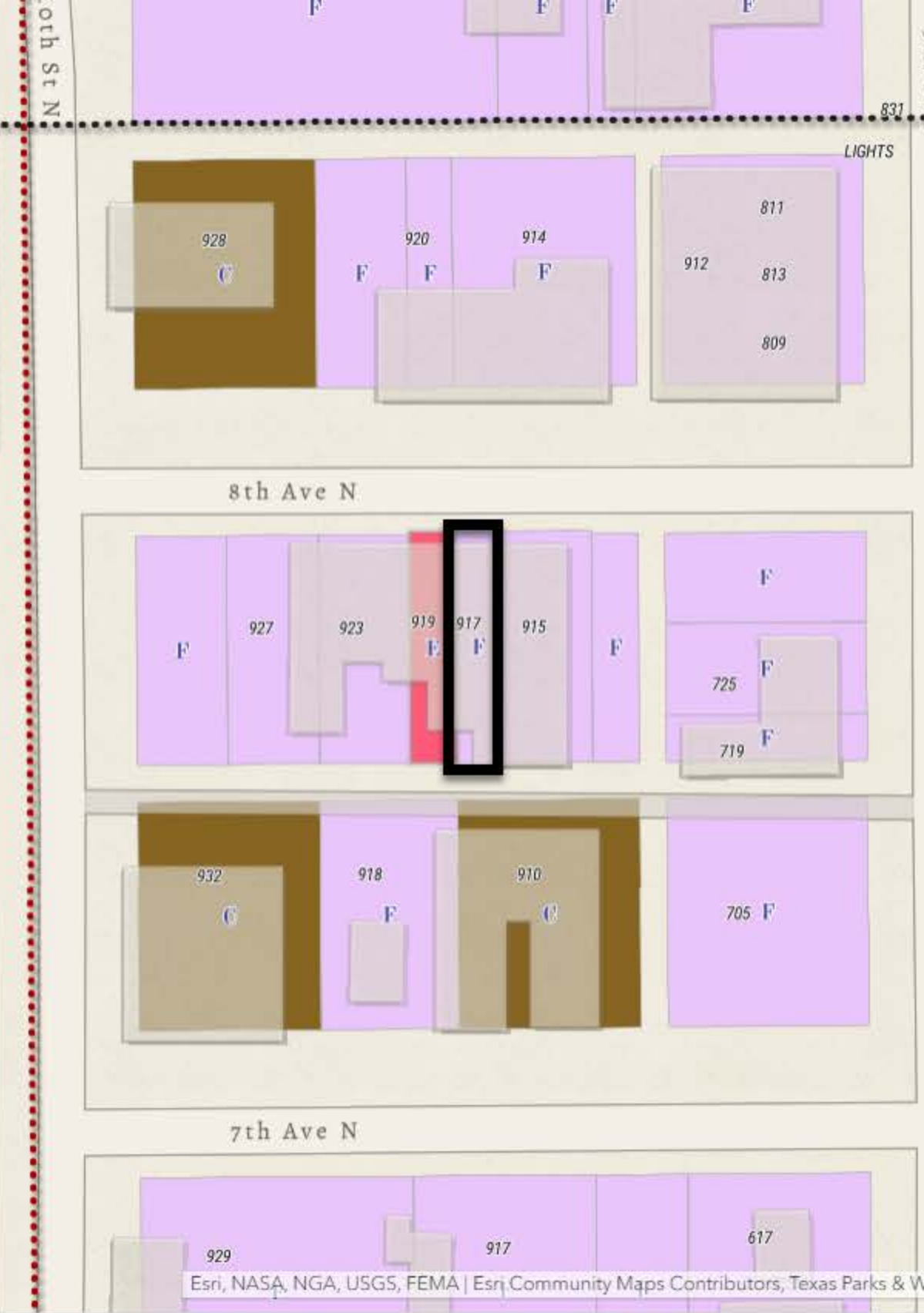
All residence will be evaluated every 30 days to ensure understanding and determine growth.

These rules are not up for discussion. If you do not think that you can obey these rules, you do not need to stay. Remember, you came here for help not a vacation.

Entry and Reentry is solely dependent upon Pastor Terry Melancon's discretion.

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

By signing this you are agreeing that you understand and will abide by these rules.



- Residential
- (B-1) Townhouse Residential
- (C) Multi-Family Residential (High Density)
- (C-1) Multi-Family Residential (Medium Density)
- (MH) Mobile Home
- (D) Neighborhood Service
- (D-1) Limited Service
- (LGBD) Limited General Business District
- (E) General Business
- (E-1) Central Business
- (O-P) Office-Professional
- (E-2) Freeway Commercial
- (E-3) Outdoor Commercial
- (E-4) Commercial Warehouse
- (CIMU) Commercial/Industrial Mixed Use
- (F) Light Industrial
- (F-1) Outdoor Industrial
- (H) Heavy Industrial
- (IBD) Industrial Business District
- (P-I) Planned Industrial
- I (PUD) Planned Unit Development
- (G) Waterfront
- (G-2) Recreational Waterfront
- (S-P) Site Plan
- (O) Open Space

# CAS Friends Church

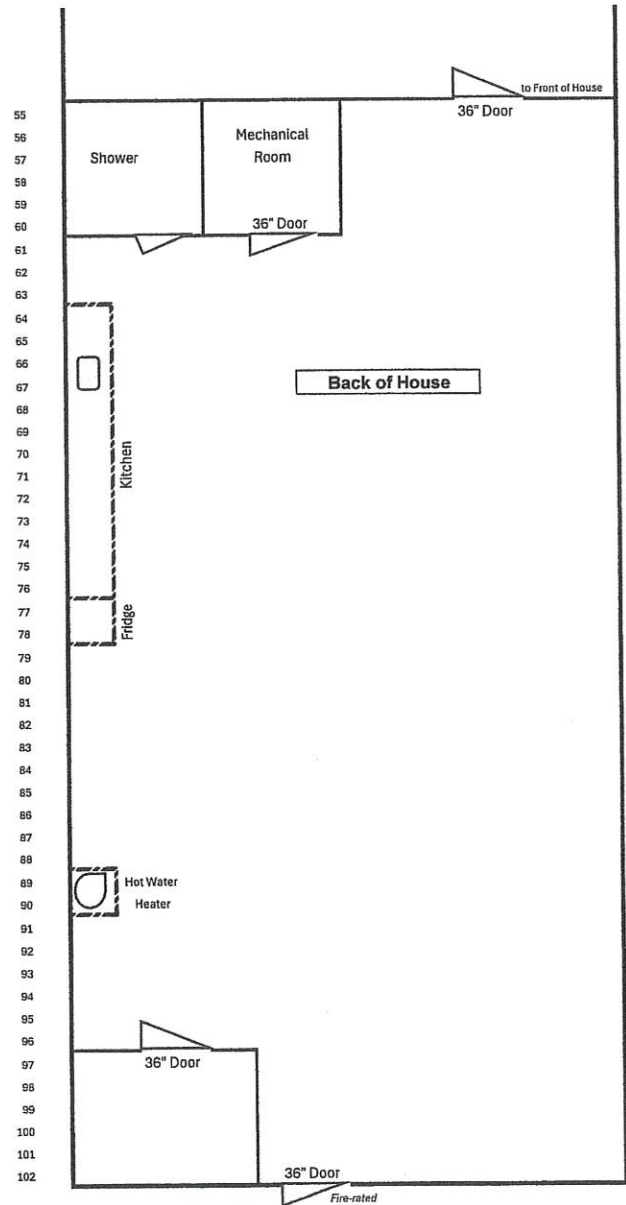
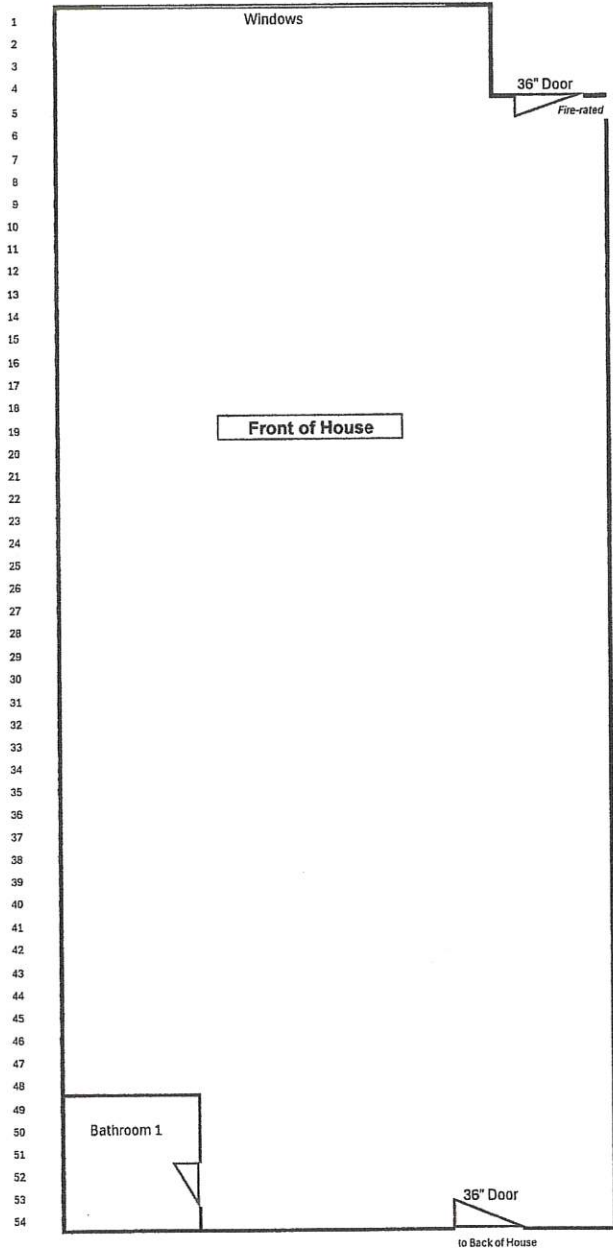
## "Men's Discipleship House"

917 8th Ave N, Texas City, Tx 77590

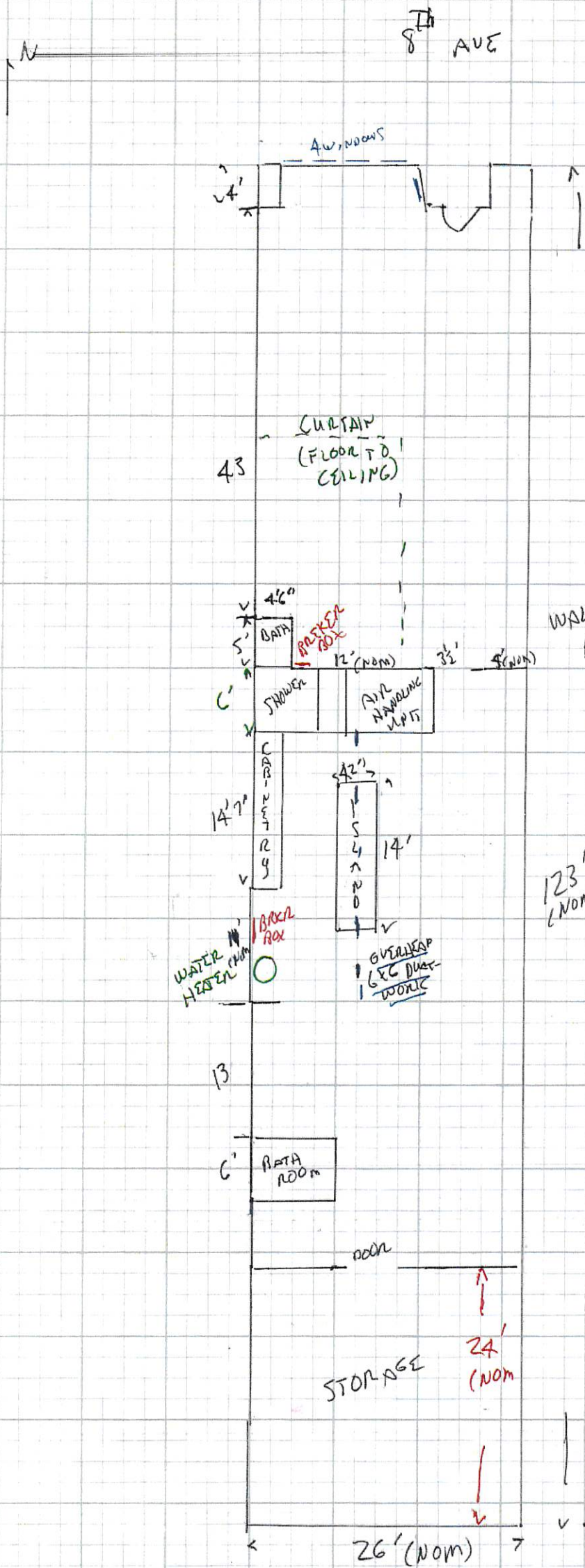
□ = 1'x1'

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24



917 8<sup>th</sup> AVENUE  
TEXAS CITY



WALLS ARE 8" X 4" X 4" BRICK

123' (nom)



8/7/25

F20260

JAMES A. BABB, P.E., LLC

NOTES:

1. SCALING IS 1/8" = 1 FOOT
2. DIMENSIONS ARE NOMINAL ± 6".
3. ELECTRICAL + PLUMBING ARE EXISTENT + NOT ON DRAWING EXCEPT AS NOTED

# PLANNING BOARD MINUTES

## September 15, 2025

The Planning Board of the City of Texas City met in a regular meeting on Monday, September 15, 2025, at 5:00 p.m. Staff members present: Ms. Kimberly Golden, P.E. (City Engineer, Secretary), Casey Bennett (Chief Building Official), David Kinchen (Deputy Building Official), Curt Kelly (E&P Administrator), Veronica Carreon (Planning & Zoning Technician) and Mario Aguilar (E&P Fall Intern). Guests were: Howard Castleberry, Stephanie Burriss, Miles Manning, Glen Cullinene, and Walter Lawson

Chairman Dickey Campbell indicated a quorum was present and called the meeting to order.

### (1) ROLL CALL

The following members answered roll call: Commissioner Jami Clark, Chairman Dickey Campbell, Commissioner Thelma Bowie, and Member Aric Owens.

### (2) PUBLIC COMMENTS

There were no public comments.

### (3) APPROVAL OF MINUTES

A motion to approve the minutes of August 18, 2025 was made by Commissioner Jami Clark/Commissioner Thelma Bowie. All other members present voted aye.

Before reading the first agenda item, Ms. Kimberly Golden introduced Mario Aguilar, Fall Intern for Engineering & Planning. He was welcomed by the Board.

### (4) REGULAR AGENDA

- a. **Consider and take action on the Development Plan for 7 Brew Coffee. Located at 3231 Palmer Highway (former location of O'Reilly Auto Parts). (Subject to approval of replat).**

Ms. Kim Golden stated the Applicant, Howard Castleberry on behalf of Citadel Development Services, Austin, TX, is requesting approval of a Development Plan for the construction of a new 510 sf restaurant with a drive-thru only, beverage only restaurant which serves coffee, energy drinks and smoothies, with no food service.

It is located on Palmer Hwy east of 33<sup>rd</sup> Street North, which was the site for the former O'Reilly Auto Parts.

Staff have worked with the Applicant on the stacking of vehicles regarding a drive-thru. They will have double lanes and employees will be taking orders from the cars in the stack using iPads/tablets. Payment will be taken, and drinks will be hand delivered under the canopy.

Access to the business will be from 33<sup>rd</sup> Street North and there will not be an additional driveway onto Palmer Hwy, which is consistent with the 2011 Palmer Hwy Access Study.

They are complying with the requirements of the Gateway Overlay District as far as construction and landscaping and are ready to get started. Ms. Golden stated that the building will come in three pieces and will be assembled on site.

The only condition subject to approving this Development Plan would be subject to the replat actually being completed.

She then asked if there were any questions.

Chairman Dickey Campbell stated that O'Reilly Auto Parts had an extremely wide entrance and asked if that was completely going away, to which Ms. Golden stated yes, it would go away. Chairman Campbell asked if this was the Applicant's choice. Ms. Golden replied this was due to the 2011 Palmer Hwy Access Study.

The Applicant, Mr. Howard Castleberry, replied that he did not believe TxDOT was going to give them a driveway. Chairman Campbell asked if he asked for one. Mr. Castleberry replied they asked for a right turn only exit, which was denied and the way they now have it configured with access from 33<sup>rd</sup> Street North, it will work just fine. He added there will be plenty of room on 33<sup>rd</sup> Street North to enter.

Chairman Campbell asked about Discount Tire to the west of the property. Mr. Castleberry stated they have a tire check area on the side of their building and a dumpster but that they could work it out.

**A motion was made by Commissioner Thelma Bowie/Commissioner Jami Clark to approve the Development Plan for 7 Brew Coffee conditioned upon approval of the replat. Located at 3231 Palmer Highway (former location of O'Reilly Auto Parts). All other members present voted aye.**

**Motion carried 4-0.**

- b. Consider and take action on the Request for Extension of Approval of the Final Plat for Lakeside Bayou Street Dedication No. 2. A subdivision of 7.202 acres of land situated in the William G. Banks Survey, Abstract 36, Texas City. Located west of FM 3436, south of FM 646 and north of FM 517.**

Ms. Golden began by giving the alternates some background on Lakeside Bayou Subdivision. The Master Plan was approved by City Commission in 2021 as Southlake Subdivision. The name has subsequently been changed based on some marketing research that claimed the first name was confusing.

**A motion was made by Commissioner Jami Clark/Commissioner Thelma Bowie to approve the Replat for 7 Brew Coffee. Located at 3231 Palmer Highway (former location of O'Reilly Auto Parts). All other members present voted aye.**

**Motion carried 4-0.**

- c. Consider and take action the Development Plan for Danni's Soul Food #2, a mobile food unit. Located at 7320 FM 1765 (northeast corner of Vauthier Road).**

Ms. Golden indicated this is a request to approve a site to be used by a Mobile Food Unit (MFU) - food truck. The location is a vacant convenience store/fuel station that has not been in operation for quite some time. There are some fuel pumps out front but there is nothing to indicate that the tanks have been removed.

The Applicant, Dailon Richard, is proposing to place a Mobile Food Unit on site between the fuel pumps with no other changes proposed to the site. The MFU will operate as a take and pay, with no tables or seating available at the site, no trash receptacles, nor any restrooms. Staff believes the Applicant has permission from another nearby business for employees of the MFU to use the restrooms there.

The applicant is affiliated with a commissary that seems to be licensed and can handle all of their requirements. The commissary is located in La Marque. The proposed MFU site is located on the north side of FM 1765 which is in Texas City.

The proposed hours of operation are Monday through Friday, 11AM – 8PM. They may also be open some Saturdays and Sunday from 11AM – 8PM. The menu consists of soul food items as listed in the Staff Report. The food will not be prepared on site. It will be prepared at the commissary and brought to the MFU.

The concern that staff have has been laid out in the Staff Report. The Planning Board's role in this is to approve the site for purposes of the TCPD issuing the applicant a MFU permit.

Staff are not recommending approval of this site because of the existing pumps and unknown underground conditions of the proposed site. Without some measures to protect the pumps or to know the condition of the pumps and underground tanks, the staff cannot recommend the site as appropriate for a MFU.

Commissioner Thelma Bowie stated that the owners of this site had plenty of time to go in and remediate where the tanks are. Consequently, people now park their boats, trailers and other items there which has caused it to become a "dumping ground".

Member Aric Owens stated the pumps have to be monitored by TCEQ and they should know if the tanks have been removed. Ms. Golden replied if they had been removed and replaced with new pumps then they would be inactive.

Chairman Campbell asked if the canopy is still in place over the fuel pumps. Ms. Golden stated per the pictures of the site provided by the applicant and shown to the Planning Board at the meeting; there is no canopy.

Chairman Campbell then asked if the Applicant was in attendance. Ms. Veronica Carreon stated an invitation had been sent and they were also aware of the meeting date and time, but they were not in attendance. A decision was made to proceed with action on the agenda item.

Chairman Campbell added that it would be a lot nicer if the property were cleaned up - especially with a new high school diagonally across the street. There is also the church to the west of the property and a nice strip center to the south.

**A motion was made by Commissioner Jami Clark/Commissioner Thelma Bowie to deny the Development Plan for Danni's Soul Food #2, a mobile food unit, based on staff recommendation. All other members present voted aye.**

**Motion carried 4-0.**

**d. Consider and take action on the Preliminary Plat for Vic at Lago Mar. Located at P12130 Central Park Blvd, northwest of the new Dickinson Junior High School.**

Ms. Golden indicated the site of the project and stated the Applicant is proposing to plat this 17.22-acre tract. Some extensions of the infrastructure will be required to provide services to the site, including the construction of a new sanitary sewer lift station.

The Applicant also has a Development Plan pending, which is still in review and not being presented at this time. The Development Plan proposes to place a 348-unit multi-family apartment complex with 30 efficiency apartments, 210 one-bedroom and 108 two-bedroom market rate units at the site.

Chairman Campbell asked if we are allowing apartments. Ms. Golden replied that the Lago Mar PUD indicates a certain number of apartments on the west side and a certain number of apartments on the east side. This number will satisfy what is allowed on the east side.

Commissioner Clark asked if this would be the only set of apartments on the east side. Ms. Golden replied probably yes.

Ms. Golden added the Development Plan in review will be meeting the applicable masonry requirements, the landscaping and the open space requirements. She reminded the Board that the Development Plan is not the action being presented to them at this time, but she wanted them to have context for the requested platting. The Development Plan will come to the Board at a later date.

The Preliminary Plat is being presented so that the Applicant can come forward with the Final Plat and preparation of construction drawings.

Chairman Campbell asked how many stories the project will have. Ms. Kate Goodwin replied it would be a three-story walk-up.

Chairman Campbell then asked if these 348 units will be the last of the apartments to be constructed in Lago Mar. Ms. Golden replied yes, this apartment project would probably fulfill the number of apartment units allowed by the PUD.

Member Owens asked if there was any concern about another multi-family unit. Ms. Golden replied there is no concern and that the new fire station is in Lago Mar and there is now a connection from Lago Mar Blvd to Central Park Blvd. Another new fire station is also in design and funded for construction along FM 2004, which station will have good access to the site.

Commissioner Bowie asked if there will be any commercial development. Ms. Golden replied that staff have received some Development Plans that are located in the nearby area, but not on the 17 acres being platted in this action. Ms. Sherri McElwee added that there are some other developments coming soon but have not yet been submitted to Engineering & Planning.

**A motion was made by Commissioner Jami Clark/Commissioner Thelma Bowie to approve the Preliminary Plat for Vic at Lago Mar. Located at P12130 Central Park Blvd, northwest of the new Dickinson Junior High School. All other members present voted aye.**

**Motion carried 4-0.**

**e. Consider and take action on the Development Plan for Come and See (CAS) Friends Men's Discipleship Program House. Located at 917 8th Street North.**

Ms. Golden stated there are two action items regarding this project. There is a site plan to be reviewed and also a recommendation to the Zoning Commission on a zoning change to District "S-P" (Site Plan).

District "S-P" (Site Plan) depends on a site plan, and this zoning has to be considered because the Texas City Code of Ordinances requires the use as a halfway house for men in re-entry to be zoned District "S-P". The District "S-P" rezoning process means the application will be reviewed by staff and by the Planning Board, Zoning Commission and City Commission.

Staff understand that Come and See Friends Men's Discipleship Program House (CAS) has successfully been operating an unlicensed residential program at the site for approximately four years. They have not been intending to circumvent any of the required permits, but were simply not aware of the requirements. Once they became aware of the requirements, they have been working with staff in very good faith trying to meet all of the requirements.

Ms. Golden then indicated the site plan and stated that it does not have everything that is required in the ordinance, but she has been in contact with the engineer, and she is confident he will be able to add the few things that are needed before it is presented to the Zoning Commission.

One of the requirements not shown on the site plan, which may be important to the Planning Board for its consideration, is designated uses of the various areas of the project. The only use

shown on the site plat is the storage area, but staff understand the facility is being used as a transitional residence as a ministry of the church. Ms. Golden then asked the representatives present for CAS to show and explain the various uses on the site plan to the Planning Board. The representatives then explained the uses of the various areas as living area, kitchen dining area, sleeping area, storage and outside gather area.

There is no parking on the site, but Ms. Golden has been told the residents don't have vehicles. The designation of parking for the site is one of the requirements for the site plan. Pastor Lawson has stated there is a church nearby which allows parking as needed for the facility. There haven't been any complaints or problems brought to the City about parking issues in the area.

There are no particular area or height restrictions or standards stated for halfway houses in the Texas City Code of Ordinances. But there are some standards applicable to personal care facilities which can be used for reference. The personal care facilities standard is 120sf per person for multiple occupancies in a single bedroom. It is staff's understanding the sleeping area will be organized dormitory style and that 120sf seems like it would be a reasonable space standard to apply. The final maximum occupancy number will be determined by the Fire Marshal if the number of occupants based on the space standard exceeds the number determined by the Fire Marshal.

There are two restrooms and one shower. The Development Plan does not indicate a kitchen, but the representatives indicated the area to be used as a kitchen on the site plan.

Ms. Golden stated the existing zoning of the site is District "F" (Light Industrial) and the zoning of the adjacent to the site is District "E" (General Business). The area across from the site is District "C" (Multi-family Residential – High Density). The project is not impacting on any single family residential. Ms. Golden reminded the Planning Board that when the application is scheduled for presentation to the Zoning Commission a Public Hearing Notice will be mailed out to adjacent property owners within 200ft.

This project was circulated to staff, and they did not express any real concerns. Both the Chief Building Official and the Fire Marshal note the facility itself will be required to meet all applicable building and fire codes.

To ensure there is no confusion about this, the Fire Marshal previously made a routine inspection several months ago which found some violations that had to be resolved immediately due to safety concerns. However, those corrections were only immediate safety concerns and did not bring the site "up to code". It is expected additional modifications will be required for the building to actually meet all building codes, all fire codes and other necessary items for the intended use as a halfway house.

Once they get through the rezoning process they will then move on to the next process for obtaining a building permit.

Staff have no objections to the Development Plan subject to the engineer adding the necessary information to the site plan. Ms. Golden stated it was a very preliminary rough sketch and asked if anyone had any questions.

Chairman Campbell asked who owns the site. Paster Lawson replied it is owned by CAS Ministry. He stated it is called the Discipleship House, and they usually have 12 – 15 men there. It is not a permanent home. They do not charge the men anything. These are men that were addicted to drugs, in prison, or depressed men whose families don't want them in their homes. The ministry assists in transitioning the men and help them to better themselves. They try to heal the men holistically, get them into classes at COM, and get them to study. They clothe and house the men for six months. They help them be productive and find jobs. They help them save money

so that they can move on from CAS back into the community. They have success story after story. He added that there is another building at 1701 6<sup>th</sup> Street North where they transport the men for Bible study.

There were no other questions from the board members.

**A motion was made by Commissioner Jami Clark/Member Aric Owens to approve the Development Plan for Come and See (CAS) Friends Men's Discipleship Program House. Located at 917 8th Street North. All other members present voted aye.**

**Motion carried 4-0.**

- f. Consider and make recommendation to the Zoning Commission on a zoning change request from Walter T. Lawson, Sr., Pastor CAS Friends Church, to change the zoning from District "F" (Light Industrial) to District "S-P" (Site Plan) to operate a Men's Discipleship Program House. Located at 917 8th Street North.**

Ms. Golden reported the current zoning is District "F" (Light Industrial). The actual use of the building does not meet any requirements for District "F" (Light Industrial), but there haven't been any complaints about the use since they've been doing this for four years.

The rezoning process will require a Public Hearing Notice to be mailed to the adjacent property owners within 200' and they will have opportunity to come to the public hearing. The next public hearing meeting will be advertised when we are ready to present the Preliminary Zoning Approval to City Commission. So, if there are any objections from the neighborhood, they will have two opportunities to come and voice their concerns.

Member Owens stated this is where he has a struggle. He is trying to understand the city's map and land use and just because someone has done something wrong for four years this does not mean that's the right way of doing things. He has witnessed the denial of other items in zoning that don't necessarily seem fit. He then asked how they keep enforcing if they allow things to move forward in service.

Ms. Golden replied that District "S-P" (Site Plan) is a tool that allows you to take this very specific use on a very specific place and carve it out as an allowed use because an evaluation has been made for this particular use of this particular site under these particular conditions is not unacceptable.

Member Owens thinks what they are doing is great, but he is concerned and wants to make sure they are not doing something that is going to set a precedent.

Chairman Campbell stated this is a deteriorated area and if they do not at least consider this item then nothing will happen, and the property owners are the ones who suffer.

Pastor Lawson spoke about the neighboring buildings and stated in the future they hope to expand.

Chairman Campbell reminded everyone that this is only a recommendation and that there are still two more Boards to present to.

**A motion was made by Commissioner Jami Clark/Commissioner Thelma Bowie to make recommendation to the Zoning Commission on a zoning change request from Walter T. Lawson, Sr., Pastor CAS Friends Church, to change the zoning from District "F" (Light Industrial) to District "S-P" (Site Plan) to operate a Men's Discipleship Program House. Located at 917 8th Street North.**

**Motion carried 3-1.**

**(5) GENERAL UPDATES**

**(6) OTHER BUSINESS**

**(7) MOTION TO ADJOURN**

Chairman Dickey Campbell asked if there was any other business to which there was none. **A motion was made by Commissioner Jami Clark/Commissioner Thelma Bowie to adjourn. All members present voted aye.**

\_\_\_\_\_  
Kimberly Golden, Secretary

\_\_\_\_\_  
Date

Minutes approved by the Planning Board at its meeting on \_\_\_\_\_.

DRAFT

# PLANNING BOARD MINUTES

## September 15, 2025

The Planning Board of the City of Texas City met in a regular meeting on Monday, September 15, 2025, at 5:00 p.m. Staff members present: Ms. Kimberly Golden, P.E. (City Engineer, Secretary), Casey Bennett (Chief Building Official), David Kinchen (Deputy Building Official), Curt Kelly (E&P Administrator), Veronica Carreon (Planning & Zoning Technician) and Mario Aguilar (E&P Fall Intern). Guests were: Howard Castleberry, Stephanie Burriss, Miles Manning, Glen Cullinene, and Walter Lawson

Chairman Dickey Campbell indicated a quorum was present and called the meeting to order.

### (1) ROLL CALL

The following members answered roll call: Commissioner Jami Clark, Chairman Dickey Campbell, Commissioner Thelma Bowie, and Member Aric Owens.

### (2) PUBLIC COMMENTS

There were no public comments.

### (3) APPROVAL OF MINUTES

A motion to approve the minutes of August 18, 2025 was made by Commissioner Jami Clark/Commissioner Thelma Bowie. All other members present voted aye.

Before reading the first agenda item, Ms. Kimberly Golden introduced Mario Aguilar, Fall Intern for Engineering & Planning. He was welcomed by the Board.

### (4) REGULAR AGENDA

- a. **Consider and take action on the Development Plan for 7 Brew Coffee. Located at 3231 Palmer Highway (former location of O'Reilly Auto Parts). (Subject to approval of replat).**

Ms. Kim Golden stated the Applicant, Howard Castleberry on behalf of Citadel Development Services, Austin, TX, is requesting approval of a Development Plan for the construction of a new 510 sf restaurant with a drive-thru only, beverage only restaurant which serves coffee, energy drinks and smoothies, with no food service.

It is located on Palmer Hwy east of 33<sup>rd</sup> Street North, which was the site for the former O'Reilly Auto Parts.

Staff have worked with the Applicant on the stacking of vehicles regarding a drive-thru. They will have double lanes and employees will be taking orders from the cars in the stack using iPads/tablets. Payment will be taken, and drinks will be hand delivered under the canopy.

Access to the business will be from 33<sup>rd</sup> Street North and there will not be an additional driveway onto Palmer Hwy, which is consistent with the 2011 Palmer Hwy Access Study.

They are complying with the requirements of the Gateway Overlay District as far as construction and landscaping and are ready to get started. Ms. Golden stated that the building will come in three pieces and will be assembled on site.

The only condition subject to approving this Development Plan would be subject to the replat actually being completed.

She then asked if there were any questions.

Chairman Dickey Campbell stated that O'Reilly Auto Parts had an extremely wide entrance and asked if that was completely going away, to which Ms. Golden stated yes, it would go away. Chairman Campbell asked if this was the Applicant's choice. Ms. Golden replied this was due to the 2011 Palmer Hwy Access Study.

The Applicant, Mr. Howard Castleberry, replied that he did not believe TxDOT was going to give them a driveway. Chairman Campbell asked if he asked for one. Mr. Castleberry replied they asked for a right turn only exit, which was denied and the way they now have it configured with access from 33<sup>rd</sup> Street North, it will work just fine. He added there will be plenty of room on 33<sup>rd</sup> Street North to enter.

Chairman Campbell asked about Discount Tire to the west of the property. Mr. Castleberry stated they have a tire check area on the side of their building and a dumpster but that they could work it out.

**A motion was made by Commissioner Thelma Bowie/Commissioner Jami Clark to approve the Development Plan for 7 Brew Coffee conditioned upon approval of the replat. Located at 3231 Palmer Highway (former location of O'Reilly Auto Parts). All other members present voted aye.**

**Motion carried 4-0.**

- b. Consider and take action on the Request for Extension of Approval of the Final Plat for Lakeside Bayou Street Dedication No. 2. A subdivision of 7.202 acres of land situated in the William G. Banks Survey, Abstract 36, Texas City. Located west of FM 3436, south of FM 646 and north of FM 517.**

Ms. Golden began by giving the alternates some background on Lakeside Bayou Subdivision. The Master Plan was approved by City Commission in 2021 as Southlake Subdivision. The name has subsequently been changed based on some marketing research that claimed the first name was confusing.

**A motion was made by Commissioner Jami Clark/Commissioner Thelma Bowie to approve the Replat for 7 Brew Coffee. Located at 3231 Palmer Highway (former location of O'Reilly Auto Parts). All other members present voted aye.**

**Motion carried 4-0.**

- c. Consider and take action the Development Plan for Danni's Soul Food #2, a mobile food unit. Located at 7320 FM 1765 (northeast corner of Vauthier Road).**

Ms. Golden indicated this is a request to approve a site to be used by a Mobile Food Unit (MFU) - food truck. The location is a vacant convenience store/fuel station that has not been in operation for quite some time. There are some fuel pumps out front but there is nothing to indicate that the tanks have been removed.

The Applicant, Dailon Richard, is proposing to place a Mobile Food Unit on site between the fuel pumps with no other changes proposed to the site. The MFU will operate as a take and pay, with no tables or seating available at the site, no trash receptacles, nor any restrooms. Staff believes the Applicant has permission from another nearby business for employees of the MFU to use the restrooms there.

The applicant is affiliated with a commissary that seems to be licensed and can handle all of their requirements. The commissary is located in La Marque. The proposed MFU site is located on the north side of FM 1765 which is in Texas City.

The proposed hours of operation are Monday through Friday, 11AM – 8PM. They may also be open some Saturdays and Sunday from 11AM – 8PM. The menu consists of soul food items as listed in the Staff Report. The food will not be prepared on site. It will be prepared at the commissary and brought to the MFU.

The concern that staff have has been laid out in the Staff Report. The Planning Board's role in this is to approve the site for purposes of the TCPD issuing the applicant a MFU permit.

Staff are not recommending approval of this site because of the existing pumps and unknown underground conditions of the proposed site. Without some measures to protect the pumps or to know the condition of the pumps and underground tanks, the staff cannot recommend the site as appropriate for a MFU.

Commissioner Thelma Bowie stated that the owners of this site had plenty of time to go in and remediate where the tanks are. Consequently, people now park their boats, trailers and other items there which has caused it to become a "dumping ground".

Member Aric Owens stated the pumps have to be monitored by TCEQ and they should know if the tanks have been removed. Ms. Golden replied if they had been removed and replaced with new pumps then they would be inactive.

Chairman Campbell asked if the canopy is still in place over the fuel pumps. Ms. Golden stated per the pictures of the site provided by the applicant and shown to the Planning Board at the meeting; there is no canopy.

Chairman Campbell then asked if the Applicant was in attendance. Ms. Veronica Carreon stated an invitation had been sent and they were also aware of the meeting date and time, but they were not in attendance. A decision was made to proceed with action on the agenda item.

Chairman Campbell added that it would be a lot nicer if the property were cleaned up - especially with a new high school diagonally across the street. There is also the church to the west of the property and a nice strip center to the south.

**A motion was made by Commissioner Jami Clark/Commissioner Thelma Bowie to deny the Development Plan for Danni's Soul Food #2, a mobile food unit, based on staff recommendation. All other members present voted aye.**

**Motion carried 4-0.**

**d. Consider and take action on the Preliminary Plat for Vic at Lago Mar. Located at P12130 Central Park Blvd, northwest of the new Dickinson Junior High School.**

Ms. Golden indicated the site of the project and stated the Applicant is proposing to plat this 17.22-acre tract. Some extensions of the infrastructure will be required to provide services to the site, including the construction of a new sanitary sewer lift station.

The Applicant also has a Development Plan pending, which is still in review and not being presented at this time. The Development Plan proposes to place a 348-unit multi-family apartment complex with 30 efficiency apartments, 210 one-bedroom and 108 two-bedroom market rate units at the site.

Chairman Campbell asked if we are allowing apartments. Ms. Golden replied that the Lago Mar PUD indicates a certain number of apartments on the west side and a certain number of apartments on the east side. This number will satisfy what is allowed on the east side.

Commissioner Clark asked if this would be the only set of apartments on the east side. Ms. Golden replied probably yes.

Ms. Golden added the Development Plan in review will be meeting the applicable masonry requirements, the landscaping and the open space requirements. She reminded the Board that the Development Plan is not the action being presented to them at this time, but she wanted them to have context for the requested platting. The Development Plan will come to the Board at a later date.

The Preliminary Plat is being presented so that the Applicant can come forward with the Final Plat and preparation of construction drawings.

Chairman Campbell asked how many stories the project will have. Ms. Kate Goodwin replied it would be a three-story walk-up.

Chairman Campbell then asked if these 348 units will be the last of the apartments to be constructed in Lago Mar. Ms. Golden replied yes, this apartment project would probably fulfill the number of apartment units allowed by the PUD.

Member Owens asked if there was any concern about another multi-family unit. Ms. Golden replied there is no concern and that the new fire station is in Lago Mar and there is now a connection from Lago Mar Blvd to Central Park Blvd. Another new fire station is also in design and funded for construction along FM 2004, which station will have good access to the site.

Commissioner Bowie asked if there will be any commercial development. Ms. Golden replied that staff have received some Development Plans that are located in the nearby area, but not on the 17 acres being platted in this action. Ms. Sherri McElwee added that there are some other developments coming soon but have not yet been submitted to Engineering & Planning.

**A motion was made by Commissioner Jami Clark/Commissioner Thelma Bowie to approve the Preliminary Plat for Vic at Lago Mar. Located at P12130 Central Park Blvd, northwest of the new Dickinson Junior High School. All other members present voted aye.**

**Motion carried 4-0.**

**e. Consider and take action on the Development Plan for Come and See (CAS) Friends Men's Discipleship Program House. Located at 917 8th Street North.**

Ms. Golden stated there are two action items regarding this project. There is a site plan to be reviewed and also a recommendation to the Zoning Commission on a zoning change to District "S-P" (Site Plan).

District "S-P" (Site Plan) depends on a site plan, and this zoning has to be considered because the Texas City Code of Ordinances requires the use as a halfway house for men in re-entry to be zoned District "S-P". The District "S-P" rezoning process means the application will be reviewed by staff and by the Planning Board, Zoning Commission and City Commission.

Staff understand that Come and See Friends Men's Discipleship Program House (CAS) has successfully been operating an unlicensed residential program at the site for approximately four years. They have not been intending to circumvent any of the required permits, but were simply not aware of the requirements. Once they became aware of the requirements, they have been working with staff in very good faith trying to meet all of the requirements.

Ms. Golden then indicated the site plan and stated that it does not have everything that is required in the ordinance, but she has been in contact with the engineer, and she is confident he will be able to add the few things that are needed before it is presented to the Zoning Commission.

One of the requirements not shown on the site plan, which may be important to the Planning Board for its consideration, is designated uses of the various areas of the project. The only use

shown on the site plat is the storage area, but staff understand the facility is being used as a transitional residence as a ministry of the church. Ms. Golden then asked the representatives present for CAS to show and explain the various uses on the site plan to the Planning Board. The representatives then explained the uses of the various areas as living area, kitchen dining area, sleeping area, storage and outside gather area.

There is no parking on the site, but Ms. Golden has been told the residents don't have vehicles. The designation of parking for the site is one of the requirements for the site plan. Pastor Lawson has stated there is a church nearby which allows parking as needed for the facility. There haven't been any complaints or problems brought to the City about parking issues in the area.

There are no particular area or height restrictions or standards stated for halfway houses in the Texas City Code of Ordinances. But there are some standards applicable to personal care facilities which can be used for reference. The personal care facilities standard is 120sf per person for multiple occupancies in a single bedroom. It is staff's understanding the sleeping area will be organized dormitory style and that 120sf seems like it would be a reasonable space standard to apply. The final maximum occupancy number will be determined by the Fire Marshal if the number of occupants based on the space standard exceeds the number determined by the Fire Marshal.

There are two restrooms and one shower. The Development Plan does not indicate a kitchen, but the representatives indicated the area to be used as a kitchen on the site plan.

Ms. Golden stated the existing zoning of the site is District "F" (Light Industrial) and the zoning of the adjacent to the site is District "E" (General Business). The area across from the site is District "C" (Multi-family Residential – High Density). The project is not impacting on any single family residential. Ms. Golden reminded the Planning Board that when the application is scheduled for presentation to the Zoning Commission a Public Hearing Notice will be mailed out to adjacent property owners within 200ft.

This project was circulated to staff, and they did not express any real concerns. Both the Chief Building Official and the Fire Marshal note the facility itself will be required to meet all applicable building and fire codes.

To ensure there is no confusion about this, the Fire Marshal previously made a routine inspection several months ago which found some violations that had to be resolved immediately due to safety concerns. However, those corrections were only immediate safety concerns and did not bring the site "up to code". It is expected additional modifications will be required for the building to actually meet all building codes, all fire codes and other necessary items for the intended use as a halfway house.

Once they get through the rezoning process they will then move on to the next process for obtaining a building permit.

Staff have no objections to the Development Plan subject to the engineer adding the necessary information to the site plan. Ms. Golden stated it was a very preliminary rough sketch and asked if anyone had any questions.

Chairman Campbell asked who owns the site. Paster Lawson replied it is owned by CAS Ministry. He stated it is called the Discipleship House, and they usually have 12 – 15 men there. It is not a permanent home. They do not charge the men anything. These are men that were addicted to drugs, in prison, or depressed men whose families don't want them in their homes. The ministry assists in transitioning the men and help them to better themselves. They try to heal the men holistically, get them into classes at COM, and get them to study. They clothe and house the men for six months. They help them be productive and find jobs. They help them save money

so that they can move on from CAS back into the community. They have success story after story. He added that there is another building at 1701 6<sup>th</sup> Street North where they transport the men for Bible study.

There were no other questions from the board members.

**A motion was made by Commissioner Jami Clark/Member Aric Owens to approve the Development Plan for Come and See (CAS) Friends Men's Discipleship Program House. Located at 917 8th Street North. All other members present voted aye.**

**Motion carried 4-0.**

- f. Consider and make recommendation to the Zoning Commission on a zoning change request from Walter T. Lawson, Sr., Pastor CAS Friends Church, to change the zoning from District "F" (Light Industrial) to District "S-P" (Site Plan) to operate a Men's Discipleship Program House. Located at 917 8th Street North.**

Ms. Golden reported the current zoning is District "F" (Light Industrial). The actual use of the building does not meet any requirements for District "F" (Light Industrial), but there haven't been any complaints about the use since they've been doing this for four years.

The rezoning process will require a Public Hearing Notice to be mailed to the adjacent property owners within 200' and they will have opportunity to come to the public hearing. The next public hearing meeting will be advertised when we are ready to present the Preliminary Zoning Approval to City Commission. So, if there are any objections from the neighborhood, they will have two opportunities to come and voice their concerns.

Member Owens stated this is where he has a struggle. He is trying to understand the city's map and land use and just because someone has done something wrong for four years this does not mean that's the right way of doing things. He has witnessed the denial of other items in zoning that don't necessarily seem fit. He then asked how they keep enforcing if they allow things to move forward in service.

Ms. Golden replied that District "S-P" (Site Plan) is a tool that allows you to take this very specific use on a very specific place and carve it out as an allowed use because an evaluation has been made for this particular use of this particular site under these particular conditions is not unacceptable.

Member Owens thinks what they are doing is great, but he is concerned and wants to make sure they are not doing something that is going to set a precedent.

Chairman Campbell stated this is a deteriorated area and if they do not at least consider this item then nothing will happen, and the property owners are the ones who suffer.

Pastor Lawson spoke about the neighboring buildings and stated in the future they hope to expand.

Chairman Campbell reminded everyone that this is only a recommendation and that there are still two more Boards to present to.

**A motion was made by Commissioner Jami Clark/Commissioner Thelma Bowie to make recommendation to the Zoning Commission on a zoning change request from Walter T. Lawson, Sr., Pastor CAS Friends Church, to change the zoning from District "F" (Light Industrial) to District "S-P" (Site Plan) to operate a Men's Discipleship Program House. Located at 917 8th Street North.**

**Motion carried 3-1.**

**(5) GENERAL UPDATES**

**(6) OTHER BUSINESS**

**(7) MOTION TO ADJOURN**

Chairman Dickey Campbell asked if there was any other business to which there was none. **A motion was made by Commissioner Jami Clark/Commissioner Thelma Bowie to adjourn. All members present voted aye.**

\_\_\_\_\_  
Kimberly Golden, Secretary

\_\_\_\_\_  
Date

Minutes approved by the Planning Board at its meeting on \_\_\_\_\_.

DRAFT

## STAFF REPORT

TO: Zoning Commission – Regular Meeting – October 21, 2025

From: Kim Golden, P.E., City Engineer

CC: Doug Kneupper, P.E., Consulting Engineer

Date: October 15, 2025, 2025

RE: Zoning Change - 917 8<sup>th</sup> Ave N – Come and See Friends Men’s Discipleship Program House – From District “F” (Light Industrial) to District “S-P” (Site Plan)

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**Background:** The applicant, Walter T. Lawson, Sr. Pastor, Come and See Friends Church, seeks approval of a zoning change from District “F” (Light Industrial) to District “S-P” (Site Plan) to continue the operation of a halfway house for men in re-entry. The program has been operating as an unlicensed residential program at the site for approximately four years. The residential program was shut down by Fire Marshals for numerous hazardous conditions and code violations which rendered the building unsafe for the dormitory style occupancy use by 13 residents.

The Planning Board approved the proposed Site Plan upon certain conditions at its meeting on September 15, 2025 (4-0) and recommended approval of the zoning change (3-1). Draft minutes of the Planning Board meeting are included in the agenda packet.

**Requested Action:** Rezoning of an existing commercial building from District “F” (Light Industrial) to District “S-P” (Site Plan) for use as a halfway house for men released from incarceration.

**Staff review and analysis:** The Zoning Ordinance defines a “half-way house” as “a facility for the housing, rehabilitation and/or training of three or more persons, who are on probation or parole or are pre-released inmates from correctional institutions or other persons found guilty of criminal offenses; or for the housing, rehabilitation, training, counseling or treatment of three or more persons for alcohol, chemical or drug abuse and/or dependencies.” Section 160.006. Halfway houses are required to be in District “S-P” (Site Plan), per Section 160.051(C)(b)(8). There are no height or area dimensions specified for the use. However, there are area dimensions for Personal Care Facilities which may be considered advisory of 100 sf per person in single occupancy bedrooms and 120 sf per person in double occupancy bedrooms.

In the absence of any area or height specifications in the ordinance for the use the requirements are determined by the approved Site Plan. The proposed Site Plan does not indicate an anticipated number of occupants or the designation of a space standard per occupant. The proposed Site Plan seems to indicate an area of 43ft x 26ft for dormitory style sleeping quarters. Applying the standard of 120 sf for multiple occupancies would allow an occupancy of 9 residents. However, a final occupancy load will be determined by the Fire Marshal and established through the building permitting and certificate of occupancy process.

The Site Plan shows the existing building to have two restrooms, one of which is shown to also have a shower. The Site Plan shows a designated kitchen area, dining area and a small outdoor open space at the rear of the building.

**EXISTING BUILDING:** The location at 917 8<sup>th</sup> Ave N is an existing building on a 0.056-acre lot (25ft x 102ft – 2448 sf). The Site Plan shows the existing building as 26ft x 123ft (3,198 sf) which exceeds the size of lot. It is very likely the existing building is the same size as the platted lot with zero lot line setbacks.

**EXISTING ZONING:** The site is currently zoned District “F” (Light Industrial). The adjacent property to the west is zoned District “E” (General Business). Adjacent properties to the east and across 8<sup>th</sup> Ave N to the north are all zoned District “F” (Light Industrial).

The existing facility does not meet the setback requirements of the District “F” zoning designation which requires a minimum lot width of 80ft, minimum lot depth of 150ft, minimum lot area of 15,000 sf, minimum front yard of 30ft, minimum rear yard of 30ft. There is no minimum side setback except from a residential district which does not apply to this location. The existing use as a halfway house is not an allowable principal use in District “F”.

**EXISTING PARKING:** There is no off-street parking for the existing building, but the applicant identifies 30 public parking spaces available adjacent to the site and across the street. The site plan states no off-street parking spaces are required. The applicant indicates the residents do not have vehicles.

**INTENDED USE:** The applicant seeks a rezoning to District “S-P” (Site Plan) so it can continue its ministry to indigent men in recovery who are returning from incarceration or have ongoing involvement with the criminal justice system through probation or parole. The ministry provides transitional dormitory style housing, counseling, and limited wrap around supportive services such as assistance with obtaining identification documents, driver’s license, etc. Residents maintain a strict schedule of required activities including daily prayer and bible study and are subject to random drug screening. The facility is not licensed by the State of Texas nor are the counselors licensed. The ministry is supported by community donations. Residents are not required to pay a fixed rent or for any supportive services. Additional information regarding the programming is included in the agenda packet.

Review comments did not express any concerns. Building Officials and Fire Marshals note the facility will be required to meet all applicable codes. Courtesy inspections have been conducted to inform the applicant about the permitting process and the modifications likely to be required to satisfy applicable codes.

**RECOMMENDATION:** The program has been operating at the site without permits but also without any complaints from the surrounding neighborhood. The site is not adjacent or close to any existing residential uses. The use as a halfway house would not be incompatible with the existing use of an adjacent property by Narcotics Anonymous and there have been no complaints noted from an adjacent church.

The majority of the Planning Board recommended the rezoning at its meeting on September 22, 2025 (3-1).

So long as the applicants complete the rezoning process and satisfy the requirements of the Building Officials and Fire Marshals, staff offer no objection to the Site Plan and proposed rezoning.

## **ZONING COMMISSION OCTOBER 21, 2025**

The Zoning Commission of the City of Texas City met in a regular meeting on Tuesday, October 21, 2025, at 5:00 p.m. Staff members present were: Kim Golden (Secretary), Casey Bennett (Chief Building Official), David Kinchen (Deputy Building Official), Curt Kelly (Engineering & Planning Administrator), Veronica Carreon (Planning & Zoning Technician), Danica Vaughan (Administrative Assistant), and Mario Aguilar (Fall Intern). Guests were: Kristin Edwards, Chris Jennings, Terry Melancon, Glen Cullinane, Elmo Johnson, Walter Lawson, Nasser Zia, Jason Cuomo, and Juan Pablo Gomez.

Co-Chairman Perry O'Brien asked Commissioner Thelma Bowie to chair the meeting. All members present concurred in the request. As acting chair, Commissioner Bowie indicated a quorum was present and called the meeting to order at 5:00pm.

### **(1) ROLL CALL**

The following members answered roll call: Co-Chairman Perry O'Brien, Commissioner Thelma Bowie, Member David Zacherl, and Member Fernando Tello.

### **(2) PUBLIC COMMENTS**

There were no public comments.

### **(3) APPROVAL OF MINUTES**

**A motion to approve the minutes of July 15, 2025, was made by Co-Chairman Perry O'Brien/ Member Fernando Tello. All other members present voted aye.**

### **(4) Pastor Walter Lawson seeks to rezone property from District "F" (Light Industrial) to District "S-P" (Site Plan) for development and operation of Come and See (CAS) Friends Men's Discipleship Program House. Located at 917 8<sup>th</sup> Avenue North, Texas City, TX 77590.**

#### **a. Staff Report**

Ms. Kimberly Golden stated this site is currently zoned District "F" (Light Industrial) and the Applicant is requesting it to be rezoned to District "S-P" (Site Plan) due to the property being used as a halfway house. Under the definitions in the zoning ordinance, it is considered a halfway house because it is a facility which provides housing, rehabilitation and/or training to three or more people who are on probation or parole or with chemical dependencies. The halfway house use is only allowed in the District "S-P" (Site Plan) zoning designation.

Ms. Golden explained that the Development Plan/Site Plan was presented and approved by the Planning Board on September 22<sup>nd</sup>, 2025. It was approved by a majority but not a unanimous vote of 3-1. The Planning Board approved the Development Plan/Site Plan subject to completing a couple of items to the site plan which condition has been met. The Site Plan now progresses to the Zoning Commission to consider the actual rezoning request and to make a recommendation to the City Commission.

There is an existing structure on the site. The current existing structure setback does not meet the setbacks of District "F" (Light Industrial). The current use does not meet the District "F" (Light Industrial) zoning designation. District "S-P" (Site Plan) doesn't specify setbacks.

When a site plan is approved, it establishes the setback requirements. The intended use is transitional dormitory style housing, counseling, and limited services.

The site is currently zoned District "F" (Light Industrial). To the west it is currently zoned District "E" (General Business). All other adjacent properties are zoned District "F" (Light Industrial). The zoning designation changes to residential on the east side of 10<sup>th</sup> Street. Therefore, there is not likely to be any conflict with any existing residential uses or districts based on current zoning. There is a hotel in the area and an apartment complex that are both zoned District "C" (Multi-Family Residential (High Density)).

Ms. Golden explained that in preparation for this hearing notification was mailed out to all the surrounding property owners in the area as required by city ordinance and state law. There were no comments received back either for or against it. There was also a sign posted on the site to inform the public of today's public hearing. The sign was posted and has remained posted on the site since October 10<sup>th</sup>, 2025.

Ms. Golden stated the use as a halfway house has been ongoing for about four years.

In accordance with the requirements of the Planning Board, the applicants updated the site plan to show the designation of specific areas at the site. At the entry of the building from 8<sup>th</sup> Street North the space is a designated living area for communal gathering of the residents, then there is a common dining area with kitchen. The sleeping area is to the rear and then an outdoor patio area. The existing structure is a zero-lot line with no front or side setbacks. There is no designated onsite parking for the location but there are 30 parking spaces along the street and the church across the street will allow parking. Again, the program house is not a new use to the area. It has been operating for about four years without proper zoning. As soon as the owners were made aware of the zoning requirements, they started the process of rezoning so the use could be compliant. Staff are not aware of any complaints from the four years of actual operation.

Ms. Golden went on to explain the owners became aware of the zoning requirements as the result of a routine inspection by the Fire Marshal which found some conditions that needed to be mitigated. The active use as a halfway house was shut down and the building is currently not being used. Until the rezoning is made, the owner cannot reoccupy the site for use as a halfway house. Every indication is that the owner/operator of the halfway house was simply not aware of the zoning requirements. Once they became aware of the requirements, they have been taking steps to become compliant.

The Planning Board voted (4-0) to approve the site plan subject to the rezoning. Planning Board also voted (3-1) to recommend the rezoning. Staff have no objection to the rezoning.

Commissioner Thelma Bowie asked if there were any other questions. There were no other questions.

#### **b. Public Hearing**

At 5:14pm Commissioner Bowie declared the Public Hearing to be open and invited anyone in opposition to the rezoning to speak.

Mr. Chris Jennings, who owns a business across the street at 920 8<sup>th</sup> Avenue North, and two empty lots next to the hotel stated he has had his business there for about fifteen years.

Mr. Jennings mentioned that he did not pull the police reports but the traffic around 917 8<sup>th</sup> Avenue North area when Come and See (CAS) Friends Men's Discipleship Program House

occupies the building and there is a lot of loitering, trash, drug use and prostitution.

Two years ago, they occupied the building next to his and people were living in the building going back and forth between houses morning and night. Mr. Jennings stated that with that same group of people they brought in an RV behind his shop, behind the building and were running prostitutes out of the RV. They were then run off by the police.

Mr. Jennings mentioned that he drives around his building every day between 5:30-7:00am before he meets with his employees and there is loitering 24/7 when CAS are occupying 917 8<sup>th</sup> Avenue North. Mr. Jennings stated he has this on camera and has caught it on camera for years.

Mr. Jennings expressed his frustration that when the occupants get out of wherever they were and are in between getting into the halfway house they sleep in front of his front door, in front of his shop. They use the restroom behind and next to his shop and the buildings around. They use the water from their buildings to shower and trash the area.

He feels that if the area is zoned "Light Industrial" he does not see the reason to make it somewhere people can sleep and stay the night and trash out front.

He stated that there are couches out front of the building, and zero parking in the area regardless of what anyone says. He stated that someone had just moved into the building next door, and it is basically a junk yard now. Mr. Jennings thinks that the city should be working on removing that. He doesn't see any benefit to turning that into a building to house people, he's been in that building, and he thinks there may be another place for this to happen, though he thinks it's great what they are trying to do.

He also stated that traffic has a direct site to the area when driving to the dike and all you see is these people loitering out front and sitting out front. Mr. Jennings has offered to pay people to help pick up trash in the area, but everyone is just looking for a free handout. He feels that it is becoming more of an eye sore than a benefit to the city of Texas City.

Mr. Jennings stated that if we went to the Police Department and pulled records, we would find records of prostitution and drugs in the area. He stated that this may be because of the hotel in the area. Mr. Jennings did mention that the hotel has been updated, cleaned up to where it looks nice, but has still got pictures on his phone of prostitutes there two nights ago. He feels this is not a good place to put people coming out of prison going into a halfway house. He believes that what CAS are doing is a great thing, but he feels this just isn't the place.

Mr. Jennings opposes the rezoning of 917 8<sup>th</sup> Avenue North.

Commissioner Bowie thanked Mr. Jennings for his comments and then asked if there was anyone who wanted to speak in favor of the zoning change.

Terry Melancon, who is the house manager at CAS is in favor of the rezoning for the building. He stated he differs with the gentleman and denied that there was any trash. Mr. Melancon stated that there is a NA (Narcotics Anonymous) next to their building and the entire building has no trash around it and doesn't know about the couches he is talking about. There are no prostitution and no drugs. None of the men can leave the program house without being accompanied by someone else as an accountability partner.

Mr. Melancon stated that every person that comes into the halfway house is always accompanied by another person who is their accountability partner. No man ever leaves the house without one. These men are never left alone. There is always someone with

them, there is always someone at the house and no one other than authorized personnel is allowed into the house. Each person is transported to and from the house by the program.

Mr. Melancon also stated that each occupant that comes into the house has to sign a document that states they are not allowed to have a car or a telephone while at the house for 45 days. This means there are no outgoing calls from the house. He stated that they cannot control the NA (Narcotics Anonymous) personnel who have cars on the streets, but it is not the occupants from his building.

Mr. Melancon mentioned that the trash in the area that Mr. Jennings is talking about is not under their control. He stated that the men from the house pick up their trash and place it in their own trash bin. He also stated that the men in the house sit in their back patio area that was mentioned and shown by Ms. Golden. Mr. Melancon stated that the only time they have trash in the alley way is when they have called the city to remove bulk trash and it is taken out of their water bill.

Commissioner Bowie asked if there was anyone else desiring to speak for or against. There were none.

**There were no further questions to which a motion was made by Member David Zacherl/ Member Fernando Tello to close the Public Hearing. All other members voted aye.**

**c. Preliminary Zoning Approval - Consider and take action on the zoning change request from Pastor Walter Lawson.**

**A motion was made by Chairman Perry O'Brien/ Member David Zacherl to approve the zoning change request from Pastor Walter Lawson to rezone from District "F" (Light Industrial) to District "S-P" (Site Plan) for development and operation on Come and See (CAS) friends Men's Discipleship Program House. Located at 917 8<sup>th</sup> Avenue North, Texas City, TX 77590.**

Chairman O'Brien stated he thought it was a good move when he voted for it on the Planning Board and he still thinks it's a good move as a zoning matter. As far as the other things that have been brought up during the public hearing, he thinks that is a police matter and not a zoning board matter. **Three Members voted aye and Member Tello voted nay.**

**Motion carried 3 – 1.**

**(5) Nasser Zia seeks to rezone property from District "F" (Light Industrial) to District "D" (Neighborhood Service) for the purpose of remodeling and bringing the existing convenience store and fuel station into compliance. Located at 1025 5<sup>th</sup> Avenue North.**

**a. Staff Report**

Ms. Golden stated this site is currently zoned "F" (Light Industrial) and they are requesting to be rezoned to "D" (Neighborhood service). This is an existing building on the property which was used as a convenience store with a fuel station. The fuel station and tanks were removed.

This originated as a code enforcement issue years ago which then progressed to the point where there was an order to have it demolished. Pursuant to that order there was an

agreement to forbear from demolition so that the prospective buyer could bring the building back into compliance. The new owner removed the fuel station and tanks and filled them in. The site plan is in compliance with zoning if the rezoning is approved. This is in terms of the current setbacks. They also resolved the code violations which had to do mostly with setback violations.

Ms. Golden informed the Board that the owner worked with Texas City Economic Development Corporation (TCEDC) so they could have an easement to the east for an additional driveway. This allows them to move the tanks to the side of the building which helped them come into compliance with the setbacks. Previously, the tanks were in front of the building and the fuel station canopy was not in compliance. The tanks had to be placed in the front because that was the only way the trucks could get to the tanks. With the additional driveway the trucks can come into the area to the east.

Ms. Golden stated that the Planning Board reviewed the site plan, subject to Applicant completing the transaction with TCEDC to obtain the easement. The site plan was approved, and the rezoning was recommended by the Planning Board and is now before the Zoning Commission for review.

Ms. Golden stated that across 10<sup>th</sup> Street North, the area is zoned as District "E" (General Business). To the east and north is zoned District "B" (Single Family Attached Duplex Residential) and the area has some single family residential in there. She also stated that District "D" is one step less intensive than General Business. She stated it is not the kind of zoning that draws people into the neighborhood but the kind that serves the neighborhood.

Ms. Golden stated the convenience store is not considered a bad fit for the neighborhood and does provide some buffering for the existing residential from the existing Light Industrial uses to the south. She also advised that the Planning Board voted in support of the rezoning and staff had no objections.

Commissioner Thelma Bowie asked if there were any other questions. There were no other questions.

#### **b. Public Hearing**

At 5:28pm Commissioner Bowie opened the Public Hearing and asked if anyone was present to speak in opposition to the zoning change. She asked if staff had received any written opposition.

Ms. Golden stated that in accordance with state law and city ordinances letters were sent out to the properties around the area and a sign was physically posted on the property giving notice of the public hearing today. The sign has been posted at the site continuously since October 10, 2025. Staff have not received any comments for or against the rezoning.

Commissioner Bowie asked if anyone present would like to speak in support of the zoning change.

Ms. Kristin Edwards, Director of TCEDC, spoke in favor of this rezoning.

Ms. Edwards stated that the TCEDC approved the easement for the driveway. They did take into account that the City of Texas City utilizes the area further south and the piece of property to the right. They made sure they worked with Public Works to make sure there would be no missteps in operations or any impact on them.

She stated the TCEDC is in support of the rezoning.

There were no further questions to which a motion was made by Member David Zacherl/ Member Fernando Tello to close the Public Hearing. All other members voted aye.

**c. Preliminary Zoning Approval - Consider and take action on the zoning change request from Nasser Zia.**

A motion was made by Member David Zacherl/Member Fernando Tello to approve the zoning change request from Nasser Zia to rezone from District "F" (Light Industrial) to District "D" (Neighborhood Services) for the purpose of remodeling and bringing the existing convenience store and fuel station into compliance. Located at 1025 5<sup>th</sup> Avenue North. All Members voted aye.

Motion carried 4 – 0.

**(6) The City of Texas City Economic Development Corp., Mae Budwine, and Bay Area Habitat for Humanity seek to rezone property from District "D-1" (Limited Service) to District "A" (Single-Family Residential) for the development of single-family homes. Located at 4<sup>th</sup> Street North & 6<sup>th</sup> Avenue North. Being a minor replat of Block 135 Texas City Second Division part of Lots 6 & 7 and all of Lots 8 thru 16 and abandoned 15 ft alley way.**

**a. Staff Report**

Ms. Golden stated this is one of the things that should have been taken care of back when the property went through the process of an abandonment of the alleys to consolidate the property into four lots.

Ms. Golden stated this was a project with TCEDC where they acquired this property and took it through a process of consolidating several small lots that were not buildable and replatting them so there would be four bigger lots to build on area is currently zoned District "D" (Neighborhood Service) and should have been rezoned to District "A" (Single Family Residential) when the lots were replatted.

Ms. Golden stated that the property around this area is zoned District "C" (Multi-Family Residential (High Density)) but is actually built as single family homes. Across 4<sup>th</sup> Street is District "A" (Single Family Residential). She noted it is very appropriate for this area to be zoned as single family residential, they just missed bringing it to the board sooner.

Ms. Golden informed the Commission that two of the lots actually have been transacted and had houses built on them and that is why those property owners are also applicants. The other two lots are still owned by the TCEDC and Ms. Edwards was here as a representative for all the applicants.

Ms. Golden stated there were notices sent out and a sign posted at the property to which staff had not received any comments back for or against the rezoning. Staff also agree with the rezoning.

Member Zacherl asked Ms. Golden if the lots meet the minimum square footage to which Ms. Golden responded with "Yes, they do now."

Commissioner Thelma Bowie asked if there were any other questions. There were no other questions.

**b. Public Hearing**

At 5:33pm Commissioner Bowie opened the Public Hearing and asked if anyone wanted to speak in opposition to the zoning change. No one responded.

Commissioner Bowie asked if anyone wanted to speak in favor of the zoning change.

Ms. Kristin Edwards spoke in favor of the rezoning. She spoke in terms of what TCEDC was able to do with these four lots after the replat. She also stated she was greatly appreciative of the assistance with getting the replat done.

Ms. Edwards stated that one of the four lots was able to have a home built on it and was able to transfer to a wonderful lady as a result of the EDC's Land Swap Program. She stated she is now getting a nice new home on a nice piece of property. The other lot was given to Habitat for Humanity, and they were able to start construction on a new home for a gentleman that may not have been able to afford a home otherwise.

Ms. Edwards then stated one of the remaining two lots that still belong to the TCEDC may possibly go to Habitat for Humanity for another home. Also to be available to the TCEDC's land swap program in general, which will allow them to move individuals out of the Industrial Business District to get them further away from the industrial activity, for their own safety. Ms. Edwards stated the properties are going to very good use and hopes to continue that.

**There were no further questions to which a motion was made by Member Fernando Tello/ Member David Zacherl to close the Public Hearing. All other members voted aye.**

**c. Preliminary Zoning Approval – Consider and take action on the zoning change request from City of Texas City Economic Development.**

**A motion was made by Member David Zacherl/ Chairman Perry O'Brien to approve the zoning change request from The City of Texas Economic Development Corp., Mae Budwine, and Bay Area Habitat for Humanity to rezone from District "D-1" (Limited Services) to District "A" (Single-Family Residential) for the development of single-family homes. Located at 4<sup>th</sup> Street North & 6<sup>th</sup> Avenue North. Being a minor replat of Block 135 Texas City Second Division part of lots 6 & 7 and all lots 8 thru 16 and abandoned 15ft alley way. All Members voted aye.**

**Motion carried 4 – 0.**

**(7) GENERAL UPDATES**

Ms. Golden informed the board that we have a new board member. Member David Zacherl is now a member of the Zoning Commission, formerly he was an alternate. She also gave us an update on the current members and alternates which is as follows; Chairman Perry O'Brien, Commissioner Thelma Bowie, Member David Zacherl, Member Fernando Tello and member Bruce Clawson. She also stated Alternate Lisa Salinas was a previous alternate and has been reappointed as an Alternate. Ms. Becky McLaughlin is a newly appointed Alternate Member to the Zoning Commission.

Ms. Golden asked the board members to review the current contact information we have on file and to make sure it is correct. She asked that they reach out to Ms. Veronica Carreon if any changes need to be made. She also informed them that on the sheet is our contact information at the bottom of the page.

Ms. Golden stated that the City Attorney is going to prepare a memo for her to provide them about the Open Meetings Act. She informed the board members that as appointed members of a board they are now subject to the restrictions of the Open Meetings Act. As appointed members they are not allowed to have group discussions with each other about anything pertaining to the zoning meetings unless they are in a properly called and noticed Zoning Commission Meeting. A group email sent to all board members may be considered a "walking quorum" and so they cannot send group emails to each other about zoning matters. The only group emails they should be seeing or receiving about zoning matters will be from Ms. Carreon and strictly about the scheduling of the meetings.

Ms. Golden informed the board that they need to elect officers. Chairman Perry O'Brien has been serving as Chair and will do so until he is replaced but they no longer have a Co-Chair and asked if they would like to have an agenda item for the election of officers at the next meeting to convene. All were in favor.

Ms. Golden also stated there are several more things coming through so we should have at least one more meeting before the end of the year.

**(8) ADJOURNMENT**

**A motion was made by Member Fernando Tello/Member David Zacherl to adjourn. All members present voted aye.**

 \_\_\_\_\_  
Kimberly Golden, Secretary                      Date                      2/17/2026

Minutes approved by the Zoning Commission at its meeting on 02/17/2026.



Building Inspections Department  
 7800 Emmett F Lowry Expressway  
 Texas City, TX 77591  
 (409) 643-5946

Permit NO.: 2025-1300  
 Permit Type: Commercial  
 Work Classification: Certificate of Occupancy (C)  
 Permit Status: Permit Issued  
 Issue Date: 12/04/2025 Expiration: 06/02/2026

Location Address: 917 8TH AVE N, TEXAS CITY, TX 77590  
 Parcel Number: 7030-0249-0008-000

**Contacts**

Glen Cullinane c/o Walter LAWson, Texas City TX 77590 gjc4Christ@gmail.com	<b>Property Owner</b>	Walter Lawson 917 8th Ave N, Texas City TX 77590 gjc4Christ@gmail.com	<b>Applicant</b>
N/A , TX	<b>Contractor</b>		

Project Description:

Valuation: \$0.00  
 Total Sq Feet: 0.00

Inspection Requests:  
 Online:  
 Search for the permit online:  
<https://www.mgoconnect.org>  
 866-957-3764

Fees	Amount
Total:	

Payments	Amt Paid
Total Fees:	
Amount Due	\$0.00

Inspections:	
Inspection Type	Priority
Initial Occupancy	7
Fire Marshal	7
Backflow Device	7

Code Version:

"the place where COMMUNITY MATTERS"

7800 Emmett F Lowry Expressway \* Texas City, TX 77591

(409) 643-5946 \* www.texascitytx.gov

**CITY COMMISSION REGULAR MTG**

(7) (b)

**Meeting Date:** 03/04/2026

TCPD officers petition to form an association

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

**Department:** City Attorney Office

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**Information**

**ACTION REQUEST**

Consider and take action on Resolution No. 2026-029, accepting the petition filed by Texas City Police Association for representation as the sole and exclusive bargaining agent for all police officers employed by the municipality, excluding the head of the police department, for collective bargaining with the City in accordance with Texas Local Govt. Code Section 174.103. (Legal)

**BACKGROUND (Brief Summary)**

On January 28, 2026, fifty (50) civil service members of the Texas City Police Department filed a petition in the City Secretary's office in accordance with Texas Local Government Code, Sec. 174.104.

The agenda item, as presented, allows the officers to form a new association that represents all officers and serves as the sole and exclusive bargaining agent for all officers, excluding the head of the police department, for collective bargaining with the City beginning October 1, 2026.

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

attachment

Petition

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF TEXAS CITY, TEXAS**

**AND**

**TEXAS CITY MUNICIPAL POLICE ASSOCIATION**

**October 1, 2024**

**through**

**September 30, 2026**

## **PREAMBLE**

The following Agreement by and between the City of Texas City, Texas ("City") and the Texas City Municipal Police Association ("Association") is entered into pursuant to The Fire and Police Employee Relations Act, Tex. Loc. Gov't Code, Chapter 174. The City recognizes the Association as the sole and exclusive bargaining agent for all permanent non-probationary police officers as defined in the TEX. LOC. GOV'T CODE § 143.027. The City and the Association agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the police officers of the City. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and to foster effective cooperation between the City and its police officers. Therefore, this Agreement is intended to be in all respects in the public interest.

### **Article I - Duration**

**Section 1.** This Agreement shall be effective as of the **1<sup>st</sup> day of October 2024** and shall remain in full force and effect until the **30<sup>th</sup> day of September 2026** or until such time as it is superseded by a new contract between the parties, or in the event the two parties cannot agree on a superseding contract, the present contract shall stay in full force and effect for three (3) years beyond the existing contract.

This agreement shall be automatically renewed from year to year after the expiration date unless either party shall have notified the other at least 120 days prior to the expiration that it desires to modify the agreement.

**Section 2.** Wherever wages, rates of pay or any other matters requiring appropriation of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Association to serve written notice of the specific economic improvement requested at the time it gives written notice of request for collective bargaining as set forth in Section 1 above.

### **Article II - Definitions**

- A. "City" means the City of Texas City.
- B. "Association" means the Texas City Municipal Police Association, Inc., a Texas non-profit corporation.
- C. "Board of Directors" means those members of the Association who are duly elected or appointed and serve as members of the Board of Directors of the organization pursuant to the Articles of Incorporation and By-laws of the Association.
- D. "Bargaining Committee" means those members of the Association who are duly elected in accordance with the Association Constitution Article IV, Section 3.

- E. "Employee" means any sworn police officer employed in the Department of the City excluding the Chief of Police.
- F. "Grievance" means any and all disputes arising under the procedure in Article XIX.
- G. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.
- H. "Chief" means the Chief of Police of the City of Texas City.
- I. "Mayor" means the Mayor of the City of Texas City.
- J. "Commission" means the Civil Service Commission of the City of Texas City, Texas.
- K. "Department" means the Police Department of the City of Texas City, Texas.
- L. "Longevity" means time in service in the Department from the date the Employee became a Probationary Police Officer.
- M. "Gender" - Reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.
- N. "Detective" means any personnel assigned by the Chief to Investigative duties outside of Patrol Division.
- O. "Non-probationary Police Officer" means a police officer who has completed twelve (12) months of employment with the City, subsequent to obtaining TCOLE certification.
- P. "Probationary Police Officer" means a police officer who is employed by the City but has not yet completed twelve (12) months of employment with the City subsequent to obtaining TCOLE certification.
- Q. "Just cause" means a fair and honest cause or reason, regulated by good faith on the part of City for transferring, disciplining, or terminating an Employee. Just cause shall pass the 7 steps of the American Arbitration Association (AAA).
- R. "Regular overtime pay rate" means all add-on pays are added with the Employees' basic rate of pay and then calculated at time and a half (1.5).

S. "Regular hourly rate" means the hourly rate as indicated in the appropriate City's Police Wage Schedule attached hereto as Attachment No. 1.

T. "TCOLE" means the Texas Commission on Law Enforcement.

### **Article III - Prevailing Rights**

All standards, privileges, and working conditions enjoyed by the Employees at the effective date of this Agreement, which are not included in this Agreement, shall remain unchanged for the duration of the Agreement.

### **Article IV - Management Rights**

**Section 1.** Subject to the terms of this Agreement the Association recognizes the management of the City and the direction of the Department are vested exclusively in the City, and nothing in this Agreement is intended to circumscribe or modify the existing right of the City to operate and manage its affairs in all respects. The Association recognizes the City's statutory and Charter Rights to:

- A. Direct and schedule the work of its employees, to include the scheduling of overtime work and training in a manner most advantageous to the City.
- B. Hire, promote, demote, transfer, assign, and retain employees in positions with the City.
- C. Discipline, i.e., discharge, demote, or suspend employees, pursuant to the requirements of Local Government Code.
- D. Maintain the efficiency of governmental operations.
- E. Lay off employees from duty because of lack of work, consistent with Civil Service Regulations, City ordinances and State Laws.
- F. Determine and direct the methods, processes, means, and personnel including utilization of personal skills and abilities by which operations are to be carried out.
- G. Contract and subcontract when it is in the best interest of the City.
- H. Use civilians in the Department to perform duties which do not require a commissioned officer or the power of arrest. The scope of such duties includes, but are not limited to, communications, information systems, records, community services, clerical support, maintenance, school safety crossing, and jail operations. civilians performing such duties are not subject to the terms of this Agreement.

- I. Establish classifications, job descriptions, and standards which provide the basis for recruiting, assignment, and promotion including but not limited to consideration of education, training, special skills, language skills, performance, etc.
- J. Establish and enforce Police Department rules and regulations.
- K. The determination of the size of the work force and the right to abolish positions.

The above rights are vested exclusively in the City, as are all other rights excluding those rights which are limited or superseded by this Agreement, or provisions of Texas Local Government Code, Chapter 174, and/or other similar state statutes.

**Section 2.** The Chief shall have the exclusive right to:

- A. Establish Police Departmental rules and regulations.
- B. Transfer Employees within the Department to accomplish the mission of the Department in the most efficient manner. Those Employees transferred by the Chief shall not be removed from those positions without just cause.

## **Article V - Wages**

**Section 1.** Wage Schedule. Effective October 1, 2024, wages shall be paid in accordance with the schedule outlined in Attachment No. 1 and shall be subject to all of the provisions of this Agreement. The City and Association agree that bargaining will take place in 2026 to negotiate a wage schedule to become effective October 1, 2026.

**Section 2.** Overtime Pay. Employees assigned to positions other than patrol shall be paid at their regular overtime pay rates for all hours worked in excess of forty (40) hours in a work week. Employees assigned to patrol positions (six (6) twelve (12) hour shifts and one (1) eight (8) hour shift per pay period) shall be paid at their regular overtime pay rates for all hours worked in excess of eighty (80) hours in a two-week period. If the City and the Association mutually agree to return patrol to eight (8) hour shifts, the forty (40) hour per week overtime provision shall apply to the patrol positions. The City and Association further agree that no Employee shall be reduced in or relieved from working their normally scheduled shift to avoid the payment of overtime. For the purpose of calculating overtime pay owed, vacation, holidays, sick time, compensatory time, personal days, bereavement leave, and department approved training shall be deemed as time worked.

**Section 3.** Longevity. The City shall contribute five (\$5.00) dollars per month for each year of service in the City's Department to each Employee.

**Section 4.** Shift Differential Pay. For the purposes of this Section 4 only, officer(s) is defined as on duty, uniformed personnel. This section does not apply to those officers assigned to work 8:00 A.M. to 5:00 P.M. whose duties are primarily administrative. Those officers who work the night shift shall receive an additional \$0.55 per hour for such assignment.

**Section 5. Compensatory Time.** Employees may at their discretion accept compensatory time in lieu of overtime payment for work scheduled and approved by the department. Compensatory time will be accrued at a rate of one and one-half times the actual hours worked with a maximum accrual of four hundred eighty (480) hours. Compensatory time off shall be scheduled like other leaves of absence and will be subject to staffing levels as determined by the department. Employees will be paid for unused compensatory time up to the maximum accrual of four hundred eighty (480) hours upon severance from the department.

**Section 6. Disputes Regarding Wage Violations.** Employees covered by this Agreement agree to exhaust the Grievance procedures contained in Article XIX prior to the institution of any claims in State or Federal Court regarding alleged violations of this Article V.

## **Article VI - Uniforms and Special Assignment Pay**

### **Section 1. Uniforms and Equipment Allowance.**

A. The Department will furnish each uniformed officer with a full complement of uniform apparel in quantities and styles prescribed by the Department. Personnel assigned to non-uniform functions and/or optional uniform functions shall receive a yearly clothing allowance.

B. Employees designated by the Chief whose assignment requires a "Business Dress" shall receive \$850.00 per year clothing allowance.

C. Employees designated by the Chief whose assignment requires a "Casual Dress" shall receive \$450.00 per year clothing allowance.

D. All sworn Employees shall receive \$30.00 per pay period as an equipment allowance.

### **Section 2. Training Officers**

A. Employees assigned as training and field training officers shall:

1. Temporary Assigned Training Officer/instructors. Employees assigned to the duties of training, including field training officer, shall receive an additional pay at the rate of \$50.00 per month while performing such duties; provided however, if an Employee trains more than forty (40) hours per month the Employee will receive a maximum of \$100 per month.

2. Designated Field Training Officers. Employees designated as full-time field training officers shall receive an additional pay at the rate of \$50.00 per month. Such designations shall be made by the Chief or his/her designee. Employees who receive this pay shall not receive assignment pay set out in Article VI, Section 2 (A)(1) above.

B. Employees assigned as classroom instructors shall:

1. Adjust their schedule to include their classroom teaching in a normal eight (8) hour working shift, or
2. Receive the standard regular overtime pay rate for each classroom teaching hour worked. Employees who receive regular overtime pay shall not receive assignment pay set out in Section 2.A.

**Section 3.** S.W.A.T. Employees assigned to the Special Weapons and Tactics Team shall receive an additional \$50.00 per month.

**Section 4.** On-call Employees. Employees assigned to be on-call including detectives or those designated by the Chief (excluding Employees assigned to the patrol division) shall receive eight (8) hours of compensatory time off per week for each week they are on-call. There shall be no more than two (2) Employees assigned to on-call duty per week.

**Section 5.** Call Out Pay. Employees called by the Department to report for duty outside their regular schedule shall be paid at the regular overtime pay rate and shall be entitled to work a minimum of four (4) hours at such regular overtime pay rate. The call out pay shall not be pyramided with any other pay. For purposes of this Section 5, to be entitled to call out pay an Employee must report for duty at a physical office of the Department or at the scene of an incident. Employees may choose to waive this entitlement and be paid their regular overtime pay rate for actual time worked. Otherwise, Employees are required to remain on duty and perform essential job functions.

**Section 6.** Standby Pay. Employees required to standby during their off day for appearances in County or District Court shall receive an additional payment equal to two hours pay at regular overtime pay.

**Section 7.** Court Time Pay. Employees serving as a witness, under subpoena, in a criminal or civil proceeding, during their off-duty hours, shall receive pay at regular overtime pay.

**Section 8.** Training.

A. The City shall make a minimum of twenty (20) hours of training per year available to each Employee while on duty.

B. Such training shall be that required by TCOLE to maintain a sworn peace officers' license or specific to the Employees' primary assignment, excluding training required for relief assignments.

C. Any other training required by the Department shall be either on duty or compensated at regular overtime pay.

## **ARTICLE VII. Seniority**

**Section 1.** Departmental Seniority. "Departmental Seniority" is defined as all years of uninterrupted classified service with the City's Department.

**Section 2.** Rank Seniority. Seniority is based upon the date of attainment of rank. In case of same attainment date of rank, seniority in rank shall be based upon the final test score received by the Employee on the promotional examination for that rank. In the case that there is the same final test score the seniority in rank will be determined by Departmental Seniority.

**Section 3.** Division Seniority. Seniority in a division is based upon the date of assignment to a particular division in the Department. This section is not applicable to Employees assigned to the patrol division.

## **ARTICLE VIII. Vacation**

**Section 1.** Vacation Allowance. Vacation allowance shall be earned annually based on the following schedule:

- A. One hundred twenty-eight (128) hours vacation with pay after completion of one year of service with the City.
- B. One hundred sixty (160) hours vacation with pay after completion of seven (7) years of service with the City.
- C. One hundred ninety-two (192) hours after completion of eighteen (18) years of service with the City.

**Section 2.** Scheduling. Employees shall be given preference in scheduling vacations in accordance with Departmental Seniority, within each division or shift. Scheduling of shift assignments and days off within each support division shall be based on division seniority. Scheduling of shift assignments and days off within the patrol division shall be based upon rank seniority. Employees shall be permitted to break up ten (10) days of vacation and use the days one to four at a time, as requested.

**Section 3.** Termination. Any Employee leaving the service of the City, for any reason, shall be paid for unused vacation time earned for that year, which has been accrued to date of termination.

## **ARTICLE IX. Holidays**

**Section 1.** Holidays. The following days shall be observed as holidays:

New Year's Day  
Martin Luther King Day

Thanksgiving Day  
Friday following Thanksgiving Day

Good Friday  
Memorial Day  
Independence Day

Christmas Eve  
Christmas Day  
Labor Day

**Section 2.** Employees who are scheduled to work and actually work on any of the above holidays, shall be compensated at the regular overtime pay rate for hours worked. Employees who are scheduled to work and actually work shall also receive eight (8) hours' holiday pay at their regular hourly rate.

**Section 3.** An Employee who is not scheduled to work and not working on a holiday shall receive eight (8) hours' holiday pay at their regular hourly rate provided they worked their last scheduled shift before and their next scheduled shift after the holiday; provided however, if the Employee has been granted permission to miss the day before and/or after the holiday because of a vacation, compensatory time off, jury duty, military leave, or a leave of absence for educational, funeral or Association services, or Association leave, the Employee shall be considered as having worked the requisite days and be eligible for the holiday pay.

#### **ARTICLE X. Sick Leave**

**Section 1.** Accumulation and administration of sick leave and on-duty injury benefits shall be pursuant to Tex. Local Gov't Code, §143 except as provided by this Agreement. The Parties agree that the fifteen (15) working days provided by TEX. LOCAL GOV'T CODE, §143.045 is the equivalent of one hundred twenty (120) hours.

**Section 2.** Sick leave is designed to protect against loss of income due to personal illness or injury, or an illness or injury of a member of an Employee's immediate family. The following are considered immediate family for use of sick leave: current spouse, child or parent that depends on you for care. Any Employee who is absent from duty and reports sickness as the reason for such absence shall be required to present a return to work slip/physicians release upon their return to work, for absences of two (2) or more consecutive work days. It shall be the responsibility of the Employee to furnish evidence satisfactory to the City that a claim for benefits hereunder is based on a bona fide illness or injury, and upon release to return to work, to provide evidence satisfactory to the City that the Employee is fit and able to return to work and perform the duties normally required of them.

**Section 3.** Any Employee who is absent from duty due to any illness or personal injury, cannot work any outside job until after that Employee has returned to work and worked an assigned shift with the Department.

**Section 4.** Accumulation of Sick Leave upon separation.

A. The Employee, the Employee's heirs or the Employee's legal representative shall be compensated in cash for any unused accumulation of sick leave up to a maximum of seven hundred twenty (720) hours at the Employee's regular hourly rate of pay, at the time of the Employee's death, resignation, termination or retirement. In the case of any unused accumulation of sick leave in excess of seven hundred twenty (720) hours, an Employee,

the Employee's heirs or legal representative shall be compensated in cash for such hours of unused sick leave in excess of seven hundred twenty (720) hours in an amount equal to one (1) hour's pay for every four (4) hours of unused, accumulated sick leave at the Employee's hourly rate of pay, at the time of the Employee's death or retirement.

B. After the dispersal of sick leave funds as indicated above at retirement, the remaining balance of sick leave will be calculated at the Employee's regular hourly rate of pay, as of the date of retirement and placed in a fund under the Employee's name. The retired Employee's monthly medical insurance premium will be paid from this fund until the balance is depleted or until such time as the Employee reaches their 65<sup>th</sup> birthday. Section 4(b) will be effective October 1, 2021 and will remain in effect during the term of this Agreement.

#### **ARTICLE XI. Personal Days**

Each Employee who goes six (6) calendar months without using sick leave, shall receive an additional day-off (eight (8) hours) without loss of pay. These days shall be referred to as personal days. Scheduling of personal days shall at all times be subject to departmental staffing requirements as determined by the Chief. Personal days must be taken within the following six (6) month period unless departmental staffing requirements has made it impossible for these days to be taken within the specified time period. In such case, personal days may be carried over to the following six-month period. The six (6) month period referred to herein shall be January 1 through June 30 and July 1 through December 31 of each calendar year.

An Employee may accrue up to four (4) personal days (thirty-two (32) hours) to use without loss of pay, however upon termination of employment, there is a cap of two (2) days (sixteen (16) hours) pay.

#### **ARTICLE XII. Pension and Retirement**

Employees shall be eligible for coverage under the Texas Municipal Retirement System with the provisions thereof. Service Credit Updates shall be performed by the City biannually, to begin January 1993. Effective January 1, 1998, any Employee of the City who is a member of the Texas Municipal Retirement System ("TMRS") is eligible to retire and receive a service retirement annuity if the member has at least 20 years of credited service in the system. The City will adopt the TMRS Buy Back Option effective January 1, 2003. The City will continue the TMRS Restricted Prior Service Credit option adopted by the City Commission on September 7, 2016.

#### **ARTICLE XIII. Family Bereavement Leave**

In the event of a death in the immediate family of an Employee, the Employee shall be granted up to twenty-four (24) hours off with pay so that the Employee may attend the funeral and/or take care of other matters related to the death. The twenty-four (24) hours must be taken during the two-week period following the death of the immediate family members. Proof of death and family relationship is required by the City in order to claim this benefit. "Immediate family" shall be defined as father, mother, grandparents, husband, wife, brother, sister, brother-in-law,

sister-in-law, son, daughter, father and mother of spouse, grandparents of spouse, legal guardian of an employee or spouse, grandchildren, and son-in-law or daughter-in-law.

#### **ARTICLE XIV. Jury Duty**

##### **Section 1. Requirements**

- A. Employees shall notify their department head or supervisor upon receipt of the notice or jury summons.
- B. Employees working the day shift shall report to their department for work if they are released from jury duty prior to noon.
- C. Employees working the evening shift shall report to work at their regular time if they are released from jury duty prior to noon.
- D. Employees working the night shift shall not be required to work the shift prior to any day that they are scheduled to be in court for jury duty, and if less than eight (8) hours remain between the termination of jury duty and the beginning of the Employee's next regular work shift he/she will not be required to work such shift following jury duty.
- E. Employees must furnish proof from the court showing the date and time of jury duty served.
- F. If the Employee fails to furnish proof and does not report back to work as stated above, then no pay shall be due and disciplinary action may be taken.
- G. Employees serving as a witness under subpoena issued at the request of the City or State shall suffer no loss of pay for the period he is required to be present for such duty, and for a period of two (2) hours preceding reporting time and one (1) hour following time of release of same.

#### **ARTICLE XV. Meals**

The City shall provide one (1) meal upon request by any Employee who is required by the Department to remain on duty for an uninterrupted period of two (2) hours or more beyond their scheduled shift.

#### **ARTICLE XVI. Certification Incentive Pay**

##### **Section 1. Incentive Pay**

- A. Employees who hold an Intermediate Certificate issued by TCOLE shall receive \$150.00 per month (\$69.23 per pay period).
- B. Officers who hold an Advanced Certificate issued by TCOLE shall receive \$250.00

per month (\$115.38 per pay period).

C. Officers who hold a Master's Certificate issued by TCOLE shall receive \$300.00 per month (\$138.46 per pay period).

### **ARTICLE XVII. Educational Incentive Pay**

Employees who hold a degree from an accredited school recognized by the U.S. Department of Education will receive educational pay at one of the levels below:

Associate degree - \$50.00/month (\$23.08 per pay period)

Bachelor's degree - \$100.00/month (\$46.15 per pay period)

Master's Degree - \$150.00/month (\$69.23 per pay period)

Doctorate Degree - \$175.00/month (\$80.77 per pay period)

The Employee must provide a copy of diploma, degree or transcript evidencing completion of degree requirements.

### **ARTICLE XVIII. Bilingual Officers**

The City shall compensate any Employee certified as bilingual in the amount of seventy-five (\$75.00) dollars for each month of service. Bilingual Employees who speak language(s) other than English and be capable of translating that language into English shall be required to demonstrate that capability Bilingual Employees shall be certified as such after testing in a manner mutually agreed upon and by a person (tester) mutually agreed upon. The tester shall notify the City in writing of the status of any Employee who has been tested and the Employee shall be notified by the City as to their status. Such bilingual testing shall be conducted through the Human Resources Department of the City.

### **ARTICLE XIX. Grievance Procedure**

**Section 1.** Scope of Procedure. The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, or alleged violation of a specific provision of this Agreement shall be subject to this grievance procedure.

**Section 2.** Time Limits. The Parties shall adhere to the time limits as set forth in the procedure. In the event the Employee or Association fails to meet the time limits at any step of the procedure, the grievance shall be considered satisfied, and no further action shall be taken. Failure by the City to meet the time limits at any step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Such time limits may be waived, however, by mutual consent of the parties in writing.

**Section 3.** Steps. A grievance within the scope of this procedure as defined in Section 1 above shall be handled as follows:

- STEP 1. Any Employee having a matter which is felt to be a grievance, first will verbally discuss the problem with his immediate supervisor. This discussion must be within ten (10) working days of the Employee's actual or constructive knowledge of the occurrence or the event causing the problem. The supervisor shall render a decision within three (3) working days.
- STEP 2. If the grievance is not resolved at Step 1, the Employee shall submit the grievance, in writing, to his immediate supervisor within five (5) working days. The grievance shall be submitted on a form mutually agreed upon by the City and the Association and shall include: (1) a statement of the grievance and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the Employee's signature. The intermediate supervisor shall respond to the Employee's grievance and shall render a decision, in writing, within five (5) working days.
- STEP 3. If the grievance is not resolved at Step 2, the Association shall determine if a grievance exists. Said determination shall be made by the Association's Grievance Committee. The Grievance Committee shall meet and render its decision within ten (10) working days of the Step 2 ruling including presentation of the grievance at Step 4, if such be the Grievance Committee's determination. In the event that the Grievance Committee decides that a grievance exists, the Association, representing the aggrieved Employee, shall proceed to Step 4. In the event that the Grievance Committee decides that no grievance exists, there shall be no further action taken under this procedure.
- STEP 4. If a grievance is believed to exist, it shall be presented in writing to the Chief. The Chief shall have seven (7) business days to act on the grievance and render a decision in writing.
- STEP 5. If the grievance is not resolved at Step 4, the matter shall be submitted in writing to the Mayor, or his designated representative within five (5) business days from the decision at Step 4. The Mayor, or his designated representative shall review the matter and shall render a decision in writing within ten (10) business days. The Chief shall obtain the response from the Mayor, or his designated representative and contact the Chairman of the Association's Grievance Committee and/or the President of the Association of the response and results within three (3) business days. If the grievance has not been settled at Step 5, the Parties shall have five (5) working days from the date the Chief notified

the Chairman of the Association's Grievance Committee and/or the President of the Association, in which to appeal the grievance to arbitration for adjustment. An appeal from the Association shall be submitted in writing to the Mayor or his designated representative. Since the City may also grieve against the Association, any grievance by the City against the Association will be filed directly with the President of the Association; and if not settled within five (5) business days, may be submitted to arbitration for adjustment. A grievance contesting an action by the Mayor may be initiated at Step 3 within thirty (30) days of the Employee's actual or constructive knowledge of the occurrence or event causing the problem. The President of the Association or his designee may file a class action grievance on behalf of the bargaining unit members similarly situated at Step 3 above within thirty (30) days of the Employee's actual or constructive knowledge of the occurrence or event causing the problem.

**Section 4. Arbitration.** If a grievance is submitted to arbitration, within five (5) working days, the City and the Association may agree on an arbitrator. For this purpose, the Parties may agree in writing to utilize one or more arbitrators for a specified period of time, provided that either party may request a selection on any specific matter as follows: If the parties fail to agree upon an arbitrator, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association (AAA). Within five (5) working days from receipt of the list, the Association and the City shall alternately strike names on the list and the remaining name shall be the arbitrator. The conduct of the hearing shall be governed by the standard rules of the AAA. The arbitrator shall not have the power to add to, amend, modify or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The decision of the arbitrator shall be final and binding upon the City and the Association. The City shall bear the expense of any witnesses called by the City. The Association shall bear the expense of any witnesses called by the Association. The City and the Association shall share equally the fees and expenses of the arbitrator.

## **ARTICLE XX. Civil Service Rules and Regulations**

The City's Civil Service Rules and Regulations adopted on August 22, 2002, and those adopted thereafter shall be a formal part of this Agreement. Claims of violations of such rules and regulations shall be filed under the City's Civil Service Rules and Regulations. The adoption of new City's Civil Service rules, or changes in existing City's Civil Service rules, shall be accomplished by the Civil Service Commission only after having given the Association the opportunity to be heard by the Civil Service Commission regarding such proposed new rules or changes, provided that the resolution of such question shall not be subject to arbitration.

## **ARTICLE XXI. Disciplinary Procedures**

**Section 1.** The City and the Association agree that any member of the bargaining unit who is subject to its disciplinary action will be accorded the rights and procedures provided in Chapter 143 Sections 143.051 through 143.057 of the Texas Local Government Code. No Employee shall be reduced in classification, suspended or removed except for just cause. Further, no form of disciplinary action will be taken except for just cause. Discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, Employee's record of discipline and that Employee's record of performance and conduct in accordance with management rights.

### **Section 2. Records**

A. Written records of a disciplinary action shall be sealed, upon the Employee's request, after expiration of the following times from the date of final disposition thereof, provided no intervening disciplinary action has been taken before the expiration of that time:

Written reprimands - Six (6) months

Suspensions less than three (3) days - Twelve (12) months

Suspensions of three (3) days or more - Twenty-four (24) months

B. The sealed records shall be retained in the personnel file and labeled "Disciplinary Records". The Chief may note the existence of the sealed records in administering progressive discipline under this Article but shall not consider the contents thereof solely for the purpose of determining the degree of discipline to be imposed on another Employee, or in connection with a subsequent dissimilar offense. Once sealed, the written records of discipline shall not be opened, unless required by law, or by order of the Chief and in his presence. The Chief shall notify the affected Employee of the issuance of any such order; and of the resealing of the records. After such records have first been sealed, no matter shall be added to or deleted from such records.

## **ARTICLE XXII. Employee Medical Coverage**

**Section 1. Employee Coverage.** The group medical and dental insurance plan now in effect covering Employees, or a plan providing equal or greater benefit, shall remain in effect during the term of this Agreement. The City agrees to contribute a portion of the cost of the Employees' coverage and a portion of the cost of dependent coverage for eligible members of the Employee's family, such portion being set out in Attachment 2 which is attached. The Parties understand and agree that the phrase "equal or greater benefits" does not include the specific medical care provider, including but not limited to the approved physician, pharmacy or other prescription provider, laboratory, the hospital or other facility to be used by the Employee. The medical and dental

insurance plan effective January 1, 2021 is attached hereto and referenced as Attachment 2 for the purpose of establishing existing benefits as defined by this article.

**Section 2.** Dependent Coverage. The Employee may insure eligible dependents, in accordance with provisions of the policy. The City agrees to contribute fifty percent (50%) of the cost of the dependent coverage.

**Section 3.** Duration. The Parties agree that this Article will remain in effect through September 30, 2024, and is not subject to any of the extension provisions contained in this Agreement.

### **ARTICLE XXIII. City Protection for Police Officers**

The City shall indemnify and defend Employees subject to this Agreement from and against any claim or lawsuit arising from the lawful performance of an Employee's duty.

### **ARTICLE XXIV. Assistance to Officers Inflicting or Suffering Injury**

**Section 1.** When an Employee discharges his firearm on or off duty and the discharge causes death or serious injury to any person, the Chief shall immediately place the Employee on temporary non-street duty for a minimum of three (3) days.

A. If, any officer during the performance of their duties, causes death or serious injury to another or sustains a serious injury, the Department will provide psychological counseling for the Employee. The Employee's appointment for counseling will be no later than five (5) working days from the date of the incident.

B. If the Employee is injured, their appointment for counseling will be made on or before the Employee returns to regular duty.

**Section 2.** The Chief, may in cases where an Employee discharges their firearm and the discharge does not cause death or serious injury, grant non-street-duty status as soon as possible to the Employee Non-street-duty status will be granted if it is in the best interest of the Employee and the Department.

**Section 3.** If an Employee during the performance of their duties, is involved in a potentially life-threatening situation to any person, and the Employee requests psychological counseling, the Chief will evaluate this request. It shall be the Employee's responsibility to show cause why such counseling is necessary. The request will be granted if it is in the best interest of the Employee and the Department.

**Section 4.** The cost of any psychological counseling shall be paid for by the City. The Employee will be allowed to attend counseling session(s) while on-duty. If the Employee must attend the scheduled session(s) during off-duty hours, they will be given overtime compensation for the actual time spent at the counseling session.

**Section 5.** The Association may begin a “buddy officer” program, in which an Employee inflicting or suffering injury can be paired with a peer, who he/she can council with immediately after the incident and/or during the investigation.

**Section 6.** An Employee inflicting or suffering injury may council with his/her spouse as well as with the department chaplain or another member of clergy of the Employee’s choosing.

## **ARTICLE XXV. Hiring Procedures**

The City and the Association agree to the following hiring procedures. The entry level testing requirements of Sections 143.022 through 143.026, Texas Local Government Code, is hereby waived by mutual agreement as provided for and authorized by the provisions of Chapter 174 of the Texas Local Government Code.

**Section 1.** Application for employment may be taken by the Human Resource Department of the City, year-round.

**Section 2.** The following minimum steps shall be followed as reasonably as possible for the filling of vacancies for entry level positions:

- Application;
- Testing for the ability to read and write the English language;
- Medical examination;
- Physical agility test;
- Psychological testing;
- Background investigation;
- Oral interviews; and
- Final selection by Chief

**Section 2.** Probationary Period. There is a one (1) year probationary period for newly hired Employees who are already TCOLE certified. Newly hired Employees who are not TCOLE certified begin their one-year probationary period on the date they become TCOLE certified.

## **ARTICLE XXVI.**

Qualifications for the classified position/rank of Sergeant shall require that a Patrolman complete the following qualifications prior to being eligible to being promoted to the rank:

- A. Advanced Certificate;
- B. F.T.O. Status;
- C. 6 Years of continuous service with the Texas City Police Department as a Police Officer immediately preceding the promotion to Sergeant;
- D. TCOLE Instructor License; and

- E. Current with all TCOLE training requirements

#### **ARTICLE XXVII. Detective**

Those assigned to Criminal Investigations shall be permitted to wear a badge which denotes their primary function with the Department. The badge shall have the word "Detective" as the method denoting their primary function. This badge of this section shall not have any meaning other than a manner to denote the wearer as a member of the Criminal Investigation Division of the Department; shall not entitle the wearer to any rank or privilege not already attained; shall not denote a supervisory status, nor have any secondary or implied meaning.

#### **ARTICLE XXVIII. Lieutenant**

The City's governing body shall maintain a minimum of three (3) Lieutenants This rank shall be placed in the chain of command above the classification of Sergeant and below the classification of Captain. The Association recognizes that the Department maintains management rights to add to this classification as needed. This position will be compensated at a rate of base pay which is no less than four (4%) above that of Sergeant. Incentive pay, longevity, benefits, and leave accumulations shall be those established by this Agreement. The classification of Lieutenant shall be a tested position in accordance with Texas Local Government Code, Chapter 143.

#### **ARTICLE XXIX. Captain**

**Section 1.** The City's governing body shall maintain the classification of Captain and shall maintain a minimum of three (3) positions within such classification. This rank shall be placed in the chain of command above the classification of Lieutenant and below the classification of Assistant Police Chief. The Association recognizes that the Department maintains management rights to add to this classification as needed. It is understood that appointments to this classification shall be made as follows:

- A. Candidates for promotions to the classified position of Captain must hold the position of Lieutenant, irrespective of years of service in that classification, on or before the date of the written exam. ("Tested Captains") Candidates will be chosen for promotion according to the following procedure:
  1. To be placed on the promotional eligibility list, candidates must successfully complete an objectively scored assessment/written exam process. Candidates are not required to obtain a score of 70 on the written exam to participate in the assessment portion of the process. To be placed on the promotional eligibility list, the candidate's composite score on both testing components (written test and assessment) must be 70 or better.
  2. The assessment/written exam evaluation will be structured and weighed as follows:

Written Exam	25%
Administrative Skills	25%
Incident Command Skills	30%
Structured Interview	20%

3. Upon successful completion of the assessment/written exam evaluation, applicants will be placed onto a promotional eligibility list in rank order.

**Section 2.** The position of Captain will report to and be directly supervised by the Chief, or their designee and be given the duties and functions prescribed by the City.

**Section 3.** Compensation for the Captain position will be at a base pay rate which is no less than 4% above that of Lieutenant. Incentive pays, longevity benefits, and leave accumulations shall be those established this Agreement.

**Section 4.** The position of Captain is classified as Salary-Exempt under the provisions of the Fair Labor Standards Act.

**Section 5.** Appointed Captains may be removed from the position at the discretion of the City without the right of appeal.

**Section 6.** Individuals removed from the position of Appointed Captain shall retain the right to return to their last attained permanent classification within the police department.

**Section 7.** "Tested Captains" retain all appeal rights under TEX. LOCAL GOV'T CODE, § 143 and this Agreement.

### **ARTICLE XXX. Assistant Police Chief**

**Section 1.** The City's governing body shall create the classification of Assistant Chief and shall create one (1) position within such classification This rank shall be placed in the chain of command above the classification of Captain and below the position of the Chief. The Assistant Police Chief will perform the duties of the Chief in the absence of the Chief of Police. This position is subject to all provisions of TEX. LOCAL GOV'T CODE, § 143.014 with the following exceptions to § 143.014(d)(2) which shall be changed to: "At least be classified as a Lieutenant in the Texas City Police Department."

**Section 2.** The position of Assistant Police Chief shall be governed henceforth by the following provisions and/or conditions:

A. The Assistant Chief of Police shall be an appointed position within the Department governed by the eligibility requirements prescribed by the City.

B. The position of Assistant Police Chief will report to and be directly supervised by the Chief and be given the duties and functions prescribed by the City.

C. All matters of compensation, conditions of employment, and benefits shall be determined solely by the City, provided that this position will be compensated at a rate of base pay which is no less than 4% above that of Captain. Incentive pay, longevity, benefits, and leave accumulations shall be those established by this Agreement.

D. The position of Assistant Police Chief is classified as Salary-Exempt under the provisions of the Fair Labor Standards Act.

### **ARTICLE XXXI. Miscellaneous**

**Section 1.** The City shall provide three (3) hard copies of this Agreement to the Association along with an electronic version (PDF) and a copy all audio recordings from all collective bargaining sessions.

**Section 2.** The City will continue its policy of repairing or replacing personal property authorized to be in the possession or in the vehicle of the Employee while on duty if same has been lost or damaged without fault of the Employee while in the performance of his duties up to a maximum of \$1500.00

**Section 3.** Employees shall be reimbursed by the City for a TCOLE approved correspondence course approved in advance by the Chief which the officer successfully completes unless the course qualifies for the City's College Tuition Policy and is approved in advance under that policy.

**Section 4.** The Department classifications will only consist of the Chief of Police, Assistant Chief, Captains, Lieutenants, Sergeants, and Patrol Officers.

**Section 5.** The City and the Association through a Memorandum of Understanding adopted a Lateral Entry Program for Certified Peace Officers effective April 2, 2016. The Lateral Entry Program (MOU) becomes part of this Agreement upon the effective date of this Agreement.

A. Three (3) years but less than five (5) years of patrol experience = three (3) years as an Employee assigned to the patrol division at the regular hourly pay rate.

B. Five (5) years and over patrol experience = Max Lateral Entry regular hourly pay rate.

C. Upon the successful completion of the probationary period, the Employee will be elevated to a four (4) year Employee assigned to the patrol division at the regular hourly rate. The Employee will thereafter progress through the Wage Schedule as if their time credited under this provision was with the Departments. This section affects the Employee's hourly pay rate only and in no way alters an Employee's seniority with the Department.

## **ARTICLE XXXII. Contract Exclusion**

To the extent permitted by law, the term of this Agreement shall take precedence over State and local civil service provisions in relation to the subjects addressed herein. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a Court of competent jurisdiction, such invalidation of such part or portion of the Contract shall not invalidate the remaining portions hereof and they shall remain in full force and effect. Such invalidation shall be changed by the Employer only after having given the Association the opportunity to negotiate such proposed new changes.

## **ARTICLE XXXIII. Closing Statements**

**Section 1. Full and Final Scope of Agreement.** The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the Employees' agreements arrived at by the Parties hereto, after expiration of that right and opportunity, are fully set forth in this Agreement. Therefore, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.


**Section 2. Stability of Agreement.** No agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the Parties hereto. A failure of the City or Employees to insist in any one or more instance upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or the Employees to future performance of any such term or condition, and the obligations of the City and Employees to such future performance shall continue in full force and effect.

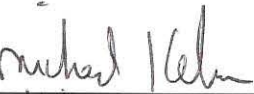
**Section 3. Savings Clause.** Should any provision of this Agreement be found to be inoperative, void and invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the Parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

**Section 4. No Bypass Agreement.** The Parties hereto agree that all negotiations will be conducted exclusively between the designated representatives of the City and the Association. Neither party will make any effort to bypass the spokesman of the other party during the period of negotiations up to and including impasse resolution attempts.


EXECUTED THIS 30<sup>th</sup> DAY OF September 2024.

TEXAS CITY MUNICIPAL POLICE  
ASSOCIATION, INC.

By:   
Rachel Spahr, President

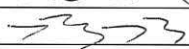
By:   
Mike Kelemen, 1st Vice President

Negotiation Committee:

By:   
Chris Ham

By:   
Saungala Pace Montgomery


By: 

By: Richard Dricks  


CITY OF TEXAS CITY, TEXAS

By:   
Dedrick D. Johnson, Sr., Mayor

ATTEST:

By:   
Cynthia Rushing, Director of Finance

**Attachment No. 1**

October 1, 2024				
CLASSIFICATION	CURRENT		3%	
	HOURLY	ANNUAL	10/1/24	ANNUAL
Assistant Chief	\$ 55.74	\$ 115,931.18	\$ 57.42	\$ 119,409.12
				\$ -
Captain	\$ 53.60	\$ 111,477.85	\$ 55.20	\$ 114,822.19
				\$ -
Lieutenant	\$ 51.54	\$ 107,193.01	\$ 53.08	\$ 110,408.80
				\$ -
Sergeant-after 5 years at Sergeant	\$ 49.56	\$ 103,076.69	\$ 51.05	\$ 106,168.99
				\$ -
Sergeant - beginning	\$ 48.55	\$ 100,982.42	\$ 50.01	\$ 104,011.89
				\$ -
Patrol 10+ years	\$ 44.94	\$ 93,471.92	\$ 46.28	\$ 96,276.08
				\$ -
Patrol 8-9 years	\$ 43.41	\$ 90,294.41	\$ 44.71	\$ 93,003.24
				\$ -
Patrol 6-7 years	\$ 41.93	\$ 87,213.18	\$ 43.19	\$ 89,829.58
				\$ -
Patrolman 4-5 years	\$ 37.54	\$ 78,089.86	\$ 38.66	\$ 80,432.56
				\$ -
<b>Patrol Lateral entry</b>	\$ 34.11	\$ 70,940.45	\$ 35.14	\$ 73,068.66
**5 years and over Patrol experience**				\$ -
				\$ -
<b>Patrol Lateral entry</b>	\$ 33.48	\$ 69,640.09	\$ 34.50	\$ 71,729.29
**At least 3 years but less than 5 years of Patrol experience***				\$ -
				\$ -
Patrolman -3yrs	\$ 33.48	\$ 69,640.09	\$ 34.50	\$ 71,729.29
				\$ -
Patrolman -2 yrs	\$ 30.44	\$ 63,309.60	\$ 31.35	\$ 65,208.89
			\$ -	\$ -
Patrolman -1 yr TCLEOSE certf.	\$ 29.80	\$ 61,985.56	\$ 30.69	\$ 63,845.13
				\$ -
Probationary Patrolman	\$ 29.30	\$ 60,950.53	\$ 30.18	\$ 62,779.05

**October 1, 2025**

CLASSIFICATION	CURRENT		3%	
	HOURLY	ANNUAL	10/1/25	ANNUAL
Assistant Chief	\$ 57.42	\$ 119,409.12	\$ 59.14	\$ 122,991.39
Captain	\$ 55.20	\$ 114,822.19	\$ 56.86	\$ 118,266.86
Lieutenant	\$ 53.08	\$ 110,408.80	\$ 54.67	\$ 113,721.06
Sergeant-after 5 years at Sergeant	\$ 51.05	\$ 106,168.99	\$ 52.58	\$ 109,354.06
Sergeant - beginning	\$ 50.01	\$ 104,011.89	\$ 51.51	\$ 107,132.25
Patrol 10+ years	\$ 46.28	\$ 96,276.08	\$ 47.67	\$ 99,164.36
Patrol 8-9 years	\$ 44.71	\$ 93,003.24	\$ 46.05	\$ 95,793.34
Patrol 6-7 years	\$ 43.19	\$ 89,829.58	\$ 44.48	\$ 92,524.47
Patrolman 4-5 years	\$ 38.66	\$ 80,432.56	\$ 39.82	\$ 82,845.54
<b>Patrol Lateral entry</b> **5 years and over Patrol experience**	\$ 36.19	\$ 73,068.66	\$ 36.19	\$ 75,260.72
<b>Patrol Lateral entry</b> **At least 3 years but less than 5 years of Patrol experience***	\$ 34.50	\$ 71,729.29	\$ 35.53	\$ 73,881.17
Patrolman -3yrs	\$ 34.50	\$ 71,729.29	\$ 35.53	\$ 73,881.17
Patrolman -2 yrs	\$ 31.35	\$ 65,208.89	\$ 32.29	\$ 67,165.16
Patrolman -1 yr TCLEOSE certf.	\$ 30.69	\$ 63,845.13	\$ 31.62	\$ 65,760.48
Probationary Patrolman	\$ 30.18	\$ 62,779.05	\$ 31.09	\$ 64,662.42

**Attachment 2**

**AFFIDAVIT TO SUBMIT PETITION SIGNATURES**

THE STATE OF TEXAS

§  
§  
§

COUNTY OF GALVESTON

I swear that I am a sworn officer of the City of Texas City Police Department, and I provide the following sworn information for the purpose of submitting signatures from a petition regarding the "Petition":

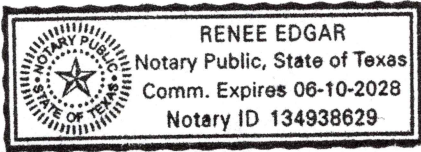
I understand that, to be effective, this affidavit must be received by the City Secretary of the City of Texas City, Texas, before the City Secretary receives the petition.

SIGNED this 28<sup>th</sup> day of January, 2026.

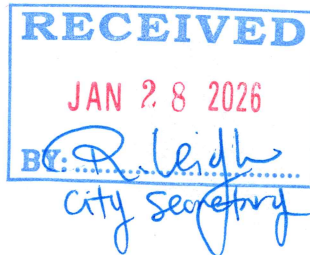
Signature: [Handwritten Signature]  
Printed Name: Joseph Wegman

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on the 28<sup>th</sup> day of January, 2026

[Handwritten Signature: Renee Edgar]  
Notary Public in and for  
the State of Texas








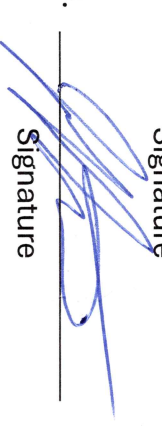
(NOTARY SEAL)



# PETITION

To The Honorable Mayor Dedrick Johnson, Sr and the rest of the Texas City Commission we the undersigned Police Officers employed by the City of Texas City Texas hereby request that the Texas City Police Association represent us as the sole and exclusive bargaining agent for all the police officers employed by the municipality, excluding the head of the Police Department for Collective Bargaining with the City of Texas City Texas in accordance with Texas Local Government Code Chapter 174 Sec 174.103.

We sign this Petition of our own free will.

1.  Signature  
Joseph Lagomas Written Name  
2603 Badge/Employee#  
1-26-2026 Date
2.  Signature  
Brandon Shives Written Name  
2921 Badge/Employee#  
1-26-26 Date
3.  Signature  
Christian Weaver Written Name  
3851 Badge/Employee#  
1-26-26 Date
4.  Signature  
David Hebard Written Name  
2054 Badge/Employee#  
1-26-26 Date
5.  Signature  
Jimmie Reynolds Written Name  
2412 Badge/Employee#  
1-26-26 Date
6.  Signature  
Jeffrey D. Winstad Written Name  
2897 Badge/Employee#  
1-26-26 Date

7.  Signature  
 Written Name James Ramirez  
 Badge/Employee# 3375  
 Date 01-26-2026
8.  Signature  
 Written Name Timothy Hayes  
 Badge/Employee# 3985  
 Date 01-26-2026
9.  Signature  
 Written Name Peter J. Behler  
 Badge/Employee# 4220  
 Date 01-26-2026
10.  Signature  
 Written Name Brian Pineda  
 Badge/Employee# 4141  
 Date 01/26/2026
11.  Signature  
 Written Name Emilee Lopez  
 Badge/Employee# 4108  
 Date 01/26/26
12.  Signature  
 Written Name Taidé Pineda  
 Badge/Employee# 3873  
 Date 01/26/26
13.  Signature  
 Written Name Andrew Parker  
 Badge/Employee# 3076  
 Date 1/24/26
14.  Signature  
 Written Name Eric Ulla  
 Badge/Employee# 3874  
 Date 1-26-26
15.  Signature  
 Written Name Spencer Rocks  
 Badge/Employee# 4336  
 Date 01/26/26

16.		Signature	Kaleb Hartford	Written Name	4076	Badge/Employee#	01-26-26	Date
17.		Signature	Steven Tyler	Written Name	4077	Badge/Employee#	1/26/26	Date
18.		Signature	CHRISTOPHER CARVILLE	Written Name	4216	Badge/Employee#	1/26/26	Date
19.		Signature	Adrian Martinez	Written Name	3442	Badge/Employee#	1/26/26	Date
20.		Signature	MICHAEL LAWRENCE	Written Name	3990	Badge/Employee#	1/26/26	Date
21.		Signature	Taylor Stinson	Written Name	3439	Badge/Employee#	1-26-26	Date
22.		Signature	Michael Turner	Written Name	4308	Badge/Employee#	1-26-26	Date
23.		Signature	Bryce P. Thomas	Written Name	4547	Badge/Employee#	1-26-26	Date
24.		Signature	Robert Lirick	Written Name	3797	Badge/Employee#	1-26-26	Date

25.		<u>Allen Eckhardt</u>	<u>8896</u>	<u>1-26-26</u>
	Signature	Written Name	Badge/Employee#	Date
26.		<u>Joseph Parker</u>	<u>4743</u>	<u>1-26-26</u>
	Signature	Written Name	Badge/Employee#	Date
27.		<u>Daniel Parks</u>	<u>4685</u>	<u>1-26-26</u>
	Signature	Written Name	Badge/Employee#	Date
28.		<u>Matthew Dearing</u>	<u>3840</u>	<u>1-26-26</u>
	Signature	Written Name	Badge/Employee#	Date
29.		<u>Hunter Stewart</u>	<u>4459</u>	<u>1-26-26</u>
	Signature	Written Name	Badge/Employee#	Date
30.		<u>Zachary Bright</u>	<u>4400</u>	<u>1-26-26</u>
	Signature	Written Name	Badge/Employee#	Date
31.		<u>Robert Lave</u>	<u>4515</u>	<u>1-26-26</u>
	Signature	Written Name	Badge/Employee#	Date
32.		<u>Edgar Deleon</u>	<u>4413</u>	<u>1-26-26</u>
	Signature	Written Name	Badge/Employee#	Date
33.		<u>Andres Garcia</u>	<u>4320</u>	<u>1-26-26</u>
	Signature	Written Name	Badge/Employee#	Date

34. 

Signature

Liliana Callejas

Written Name

4567

Badge/Employee#

01/26/26

Date

35. 

Signature

Ethan Schneider

Written Name

4680

Badge/Employee#

01/26/26

Date

36. 

Signature

Caleb Fowler

Written Name

4669

Badge/Employee#

01/26/2026

Date

37. 

Signature

Manuel Johnson

Written Name

2158

Badge/Employee#

1-26-26

Date

38. 

Signature

Chris Lopez

Written Name

2888

Badge/Employee#

1-26-26

Date

39. 

Signature

Logan Kelley

Written Name

4321

Badge/Employee#

1-27-26

Date

40. 

Signature

Michael Maroulis

Written Name

4735

Badge/Employee#

1-27-26

Date

41. 

Signature

Fran Sosa

Written Name

4569

Badge/Employee#

1-27-26

Date

42. 

Signature

Alexander Armentanz

Written Name

4286

Badge/Employee#

1-27-26

Date

43.		Hunter McEnaney	4562	01/27/26
	Signature	Written Name	Badge/Employee#	Date
44.		ROBERT CARREAS	3920	1/21/26
	Signature	Written Name	Badge/Employee#	Date
45.		Elijah Wimberly	4514	1/27/26
	Signature	Written Name	Badge/Employee#	Date
46.		De'aven Thompson	3171	1/27/26
	Signature	Written Name	Badge/Employee#	Date
47.		Leardo Betancourt	4670	1/27/26
	Signature	Written Name	Badge/Employee#	Date
48.		Connor Akay	4574	1/27/26
	Signature	Written Name	Badge/Employee#	Date
49.		Nathan Masquez	4565	1/28/26
	Signature	Written Name	Badge/Employee#	Date
50.		Ralph Carr	2270	1/28/26
	Signature	Written Name	Badge/Employee#	Date
51.	_____	_____	_____	_____
	Signature	Written Name	Badge/Employee#	Date

52. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Written Name  
\_\_\_\_\_  
Badge/Employee#  
\_\_\_\_\_  
Date
53. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Written Name  
\_\_\_\_\_  
Badge/Employee#  
\_\_\_\_\_  
Date
54. \_\_\_\_\_  
Signature  
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Written Name  
\_\_\_\_\_  
Badge/Employee#  
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Date
55. \_\_\_\_\_  
Signature  
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Written Name  
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Badge/Employee#  
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Date
56. \_\_\_\_\_  
Signature  
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Written Name  
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Badge/Employee#  
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Date
57. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Written Name  
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Badge/Employee#  
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Date
58. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Written Name  
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Badge/Employee#  
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Date
59. \_\_\_\_\_  
Signature  
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Written Name  
\_\_\_\_\_  
Badge/Employee#  
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Date
60. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Written Name  
\_\_\_\_\_  
Badge/Employee#  
\_\_\_\_\_  
Date

61. _____	Signature	Written Name	Badge/Employee#	Date
62. _____	Signature	Written Name	Badge/Employee#	Date
63. _____	Signature	Written Name	Badge/Employee#	Date
64. _____	Signature	Written Name	Badge/Employee#	Date
65. _____	Signature	Written Name	Badge/Employee#	Date
66. _____	Signature	Written Name	Badge/Employee#	Date
67. _____	Signature	Written Name	Badge/Employee#	Date
68. _____	Signature	Written Name	Badge/Employee#	Date
69. _____	Signature	Written Name	Badge/Employee#	Date

70. _____	Signature	_____	Written Name	_____	Badge/Employee#	_____	Date
71. _____	Signature	_____	Written Name	_____	Badge/Employee#	_____	Date
72. _____	Signature	_____	Written Name	_____	Badge/Employee#	_____	Date
73. _____	Signature	_____	Written Name	_____	Badge/Employee#	_____	Date
74. _____	Signature	_____	Written Name	_____	Badge/Employee#	_____	Date
75. _____	Signature	_____	Written Name	_____	Badge/Employee#	_____	Date
76. _____	Signature	_____	Written Name	_____	Badge/Employee#	_____	Date
77. _____	Signature	_____	Written Name	_____	Badge/Employee#	_____	Date
78. _____	Signature	_____	Written Name	_____	Badge/Employee#	_____	Date

79. _____	Signature	Written Name	Badge/Employee#	Date
80. _____	Signature	Written Name	Badge/Employee#	Date
81. _____	Signature	Written Name	Badge/Employee#	Date
82. _____	Signature	Written Name	Badge/Employee#	Date
83. _____	Signature	Written Name	Badge/Employee#	Date
84. _____	Signature	Written Name	Badge/Employee#	Date
85. _____	Signature	Written Name	Badge/Employee#	Date
86. _____	Signature	Written Name	Badge/Employee#	Date
87. _____	Signature	Written Name	Badge/Employee#	Date

88. _____ Signature	_____	Written Name	_____	Badge/Employee#	_____	Date	_____
89. _____ Signature	_____	Written Name	_____	Badge/Employee#	_____	Date	_____
90. _____ Signature	_____	Written Name	_____	Badge/Employee#	_____	Date	_____
91. _____ Signature	_____	Written Name	_____	Badge/Employee#	_____	Date	_____
92. _____ Signature	_____	Written Name	_____	Badge/Employee#	_____	Date	_____
93. _____ Signature	_____	Written Name	_____	Badge/Employee#	_____	Date	_____
94. _____ Signature	_____	Written Name	_____	Badge/Employee#	_____	Date	_____
95. _____ Signature	_____	Written Name	_____	Badge/Employee#	_____	Date	_____
96. _____ Signature	_____	Written Name	_____	Badge/Employee#	_____	Date	_____

97. _____	Signature	Written Name	Badge/Employee#	Date
98. _____	Signature	Written Name	Badge/Employee#	Date
99. _____	Signature	Written Name	Badge/Employee#	Date