

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

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS MEETING

AGENDA

APRIL 13, 2020 - 3:30 P.M.

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

PLEASE NOTE:

Due to the COVID-19 Disaster and the CDC's recommendation regarding social distancing measures the Texas Economical Board of Directors will meet telephonically and electronically, and the public will not be allowed to be physically present at this meeting. Texas Governor Greg Abbott waived on a temporary basis certain sections of the Texas Open Meetings Act. The meeting will be audible to members of the public and allow for two-way communications for those desiring to participate.

Any person interested in speaking on any item on the Agenda must call in the number below and sign in to the conference then wait for the Mayor to request any public comments. Public comments may not apply to all items on the agenda.

To join the telephone audio conference please use the following instructions.

Dial 1 (346) 248 7799 or (888) 475 4499 (Toll Free) or (877) 853 5257 (Toll Free)

Webinar ID: 872 2186 4025

You will automatically be muted when joining the conference. To raise your hand or notify the call manager for attention, please dial *9 on your phone during the call. When appropriate the call manger will unmute your line and the system will notify you that you can now speak. Public comments may not apply to all items on the agenda.

To view the web presentation or listen to audio without participating, please visit <http://edc.texascitytx.gov>

You will then be redirected to the conference and given instructions to enable viewing. We ask that if you will be joining the telephone conference to speak, please mute your computer audio. When using telephone audio with computer audio on, a feedback loop can be created causing disruptive echoing or a loud static. Disruptive audio will cause your line to be muted by the call manager.

After the meeting, a recording of this meeting's audio will be made available to the public.

1. DECLARATION OF A QUORUM
2. ROLL CALL
3. CONFLICT OF INTEREST DECLARATION
4. Consider and take action on minutes from the March 3, 20201 Texas City Economic Development Corporation Meeting.
5. PUBLIC COMMENTS

6. NEW BUSINESS
 - a. Consider and take action on Resolution No. 21-07, ratification of a Ground Lease with Kevin Sullivan for 718 6th Street N.
 - b. Consider and take action on Resolution No. 21-08, approving the funding for the construction of decorative street lighting along 6th Street from 9th Avenue to 3rd Avenue.
 - c. Consider and take action on Resolution No. 21-09, approving the funding for the construction of decorative street lighting along Texas Avenue from 14th Street to 6th Street.
 - d. Consider and take action on Resolution No. 21-10, approving the sale of TCEDC Property located at 6th Street North Lot 225796, to Brazos Urethane Inc.
7. UPDATES
 - a. Texas City-La Marque Chamber of Commerce Update
 - b. Texas City ISD Update
 - c. City of Texas City Staff Update
8. REQUEST AGENDA ITEMS FOR FUTURE MEETINGS
9. ADJOURNMENT

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON APRIL 9, 2021, PRIOR TO 3:30 P.M., AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

Texas City Economic Development Corporation

TCEDC Agenda

4.

Meeting Date: 04/13/2021

Submitted By: Rhomari Jackson, Management Services

Department: Management Services

ACTION REQUEST (Brief Summary)

Consider and take action on minutes from the March 3, 2020 Texas City Economic Development Corporation Meeting.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Minutes

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS MEETING

MINUTES

MARCH 3, 2021 - 3:00 P.M.

CITY HALL COUNCIL ROOM

The Texas City Economic Development Corporation Board of Directors met March 3, 2021, at 3:00 p.m., in the City Hall Conference Room, 1801 9th Avenue North, in Texas City, Texas. A quorum having been met, the meeting was called to order at 3:05 p.m. by Mark Ciavaglia with the following in attendance:

(1) ROLL CALL

Present: Mark Ciavaglia, Chairperson
Dedrick Johnson, Sr., Mayor / Director
Bruce Clawson, Director
Laura Boyd, Ex-Officio Member / Treasurer

Absent: Brandi Peterson, Director
Randy Dietel, Director

Staff Present: Jon Branson, Executive Director of Management Services
Rhomari Leigh, Board Secretary
Ryan McClellan, City Staff
Garrett McLeod, City Staff
George Fuller, City Staff
Kyle Dickson, City Attorney

(2) CONFLICT OF INTEREST DECLARATION

(3) PUBLIC COMMENTS

There were none.

(4) NEW BUSINESS

- (a)** Consider approval of the December 16, 2020, Meeting Minutes.

Motion by Mayor / Director Dedrick Johnson, Sr., Seconded by Director Bruce Clawson

Vote: 3 - 0 CARRIED

- (b)** Consider and take action on Resolution No. 21-01, approving the removal of asbestos and the demolition of property located at 1 6th Street North.

Motion by Director Bruce Clawson, Seconded by Mayor / Director Dedrick Johnson, Sr.

Vote: 3 - 0 CARRIED

- (c) Consider and take action on Resolution No. 21-02, approving the removal of asbestos and the demolition of property located at 423 3rd Avenue North.

Motion by Mayor / Director Dedrick Johnson, Sr., Seconded by Director Bruce Clawson

Vote: 3 - 0 CARRIED

- (d) Consider and take action on Resolution No. 21-03, approving an Economic Development Agreement with JMK5 for mixed-use commercial facility at Mainland City Centre.

Motion by Director Bruce Clawson, Seconded by Mayor / Director Dedrick Johnson, Sr.

Vote: 3 - 0 CARRIED

- (e) Consider and take action on Resolution No. 21-04, approving the sale of TCEDC Property located at 2102 6th Avenue North, to Meraki Homes LLC.

Motion by Mayor / Director Dedrick Johnson, Sr., Seconded by Director Bruce Clawson

Vote: 3 - 0 CARRIED

- (f) Consider and take action on Resolution No. 21-05, approval of a Sign Agreement with Sweet Mia's Boutique LLC for 1201 6th Street North.

Motion by Director Bruce Clawson, Seconded by Mayor / Director Dedrick Johnson, Sr.

Vote: 3 - 0 CARRIED

- (g) Consider and take action on Resolution No. 21-06, approving the sale of real property to Rhino Recycling, LLC pursuant to the Real Estate Sales Contract dated February 18, 2021, and further authorizing the Chairman to execute all documents necessary to effectuate the sale.

Motion by Director Bruce Clawson, Seconded by Mayor / Director Dedrick Johnson, Sr.

Vote: 3 - 0 CARRIED

(5) UPDATES

There were none.

- (a) Texas City-La Marque Chamber of Commerce Update

There were none.

- (b) Texas City ISD Update

There were none.

(c) City of Texas City Staff Update

Garrett McLeod stated that the TCEDC now has a page on LinkedIn.

Jon Branson stated that there are now active weblinks, on our City website, that will allow the Board and the public to view Agenda Packets with more ease.

(6) ADJOURNMENT

Having no further business, Mark Ciavaglia made a Motion to ADJOURN at 3:40 p.m. The meeting was adjourned.

Board Secretary
Texas City Economic Development Corporation

Date Approved: _____

TCEDC Agenda

6. a.

Meeting Date: 04/13/2021

Submitted By: Rhomari Jackson, Management Services

Department: Management Services

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-07, ratification of a Ground Lease with Kevin Sullivan for 718 6th Street N.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution

Staff Report

Attachment

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 21-07

A RESOLUTION AUTHORIZING THE BOARD CHAIRPERSON TO ENTER INTO A GROUND LEASE WITH KEVIN SULLIVAN (SULLY'S SANDWICHSHACK) FOR PROPERTY LOCATED AT 718 6TH STREET NORTH; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on April 13, 2021, a general discussion was held concerning entering into a ground lease with Kevin Sullivan for property located at 718 6th Street North, "Spot B"; and

WHEREAS, it is recommended that the TCEDC enter into a ground lease with Kevin Sullivan (Sully's Sandwich Shack) for property located at 718 6th Street North, "Spot B."

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

SECTION 1: The Texas City Economic Development Corporation hereby approves the Board Chairperson to enter into a Ground Lease with Kevin Sullivan for property located at 718 6th Street North, "Spot B."

SECTION 2: The Chairman of Texas City Economic Development Corporation or designee is hereby authorized to execute the documents necessary for said agreement on behalf of the Texas City Economic Development Corporation.

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

PASSED AND ADOPTED this 13th day of April 2021.

CHAIRMAN/PRESIDENT
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation



Staff Report

April 13, 2021

Texas City Economic Development Corporation

Subject: Consider the Ratification of a Ground Lease With Kevin Sullivan for 718 6th Street N.

I. **Background**

- a. The food truck park located at 718 6th Street was not previously managed by the TCEDC or city staff.
- b. It was determined by city staff that it was beneficial to manage the site and the lease agreements with all tenants.

II. **Current Situation**

- a. The Economic Development Corporation is requested to consider approval of a Ground Lease with Kevin Sullivan for "Spot B" at 718 6th Street.
- b. The agreement states that the Texas City Economic Development Corporation agrees to:
 - i. Lease approximately 250 square feet within the food truck park located at 718 6th Street.
 - ii. Pay for electricity, water, and the port-o-can on site.
- c. The agreement states that the owner (Kevin Sullivan) will:
 - i. Pay the TCEDC \$200 monthly for rent.
 - ii. Pay the TCEDC \$400 as a security deposit for performance of tenant's obligations.
 - iii. Tenant will need to seek prior approval from the TCEDC to sublease the space.
 - iv. The tenant agrees to comply with city ordinances and all zoning standards.

III. **Recommendation**

- a. Approve the Ground Lease between the TCEDC and Kevin Sullivan (Sully's Sandwich Shack).

IV. **Fiscal Impact Report**

- a. Staff: Garrett McLeod
- b. Funding Source: TCEDC
- c. Cost: Estimated Annual Cost (electricity, water, portable restroom): \$6,600
- d. Income: Annually per truck = \$2,400 – Four trucks = \$9,600

V. **Economic Impact**

- a. The food truck park has been an asset on 6th Street, and provides multiple dining options for patrons of 6th Street.

Respectfully Submitted,

Garrett C. McLeod
Economic Development Director

GROUND LEASE

1. **Parties.** This GROUND LEASE ("Lease") is entered into by the Texas City Economic Development Corporation ("Landlord"), and Kevin Sullivan d/b/a Sully's Sandwich Shack ("Tenant").

2. **Premises.** Landlord is the owner of unimproved real property ("Property") located at 718 - 6th Street North, Texas City, Texas 77590, and containing approximately 13,750 square feet as depicted on Exhibit "A" attached hereto. Landlord desires to lease to Tenant a portion of the Property as depicted on Exhibit "A" of approximately 250 square feet (herein "Premises"), for the term, at the rental rate, and on all the conditions in this Lease.

3. **Term.**

- (a) **Term.** The term of this Lease shall be on a month to month basis commencing on March __, 2021 unless terminated earlier under any provision of this Lease. Otherwise, either Party may terminate this Lease with ten (10) days prior written notice.
- (b) **Delay in Commencement.** [INTENTIONALLY DELETED]
- (c) **Early Possession.** If Landlord permits Tenant to occupy the Premises before the commencement date of the term, the occupancy will be subject to all the provisions of this Lease. The early possession will not advance the termination date of this Lease.
- (d) **Delivery of Possession.** Tenant will be deemed to have taken possession of the Premises when Landlord delivers possession of the Premises to Tenant.

4. **Rent.**

- (a) **Monthly Rent.** Tenant will pay to Landlord as monthly rental for the use and occupancy of the Premises during the Term, beginning on the Commencement Date, without deduction, setoff, prior notice, or demand, the sum of TWO HUNDRED AND 00/100 DOLLARS (\$200.00) per month. The Rent will be payable in advance on the first (1st) day of each month in equal monthly amounts ("Monthly Rent"). If this Ground Lease begins on a date other than the first or last day of the month, the rent will be prorated. Any amount of Rent not paid when due will bear interest at the annual rate of five percent (5%) ("Default Rate"), payable from the date the cure period expires until paid. If Tenant does not timely pay the Monthly Rent by the first (1st) day of any month under this Ground Lease, then, in addition to all other rights and remedies available to Landlord, a late charge equal to five percent (5%) will be assessed and will be immediately due and payable by Tenant to Landlord for each late

payment.

- (b) For purposes of this Lease, the obligations of Tenant in 4(a) shall be defined at "Rent."
- (c) **Additional Charges.** This Lease is what is commonly called a "net lease," which means that Landlord will receive the rent stated in Subsection 4(a) free and clear of any and all impositions, taxes, liens, charges, or expenses in connection with the ownership and operation of the Premises. In addition to the rent under Subsection 4(a), Tenant will pay to the appropriate parties all impositions, operating charges, maintenance charges, construction costs, and any other charges, costs, and expenses that arise or may be contemplated under any provisions of this Lease during the term. All of these charges, costs, and expenses will constitute additional charges, and if Tenant fails to pay any of the additional charges, Landlord will have the same rights and remedies as otherwise provided in this Lease for the failure to pay rent. It is the intention of the parties that this Lease will not be terminable for any reason by Tenant and that Tenant will not be entitled to any abatement of or reduction in rent, except as expressly provided. Any present or future law to the contrary will not alter this agreement of the parties.
- (d) Landlord will continue to provide two (2) electrical services and one (1) water meter to the Property. Tenant expressly agrees that Landlord is not, nor will be, required to furnish to Tenant any water, sewer, gas, heat, electricity, light, power, or any other facilities, equipment, labor, materials, or services of any kind, that are not available to the Property other than those aforementioned.

5. Security Deposit.

Tenant will pay or has paid to Landlord a Security Deposit ("Security Deposit") in the amount of Four Hundred Dollars (\$400.00) as security for the performance of Tenant's obligations under this Ground Lease. Landlord may apply any or all of the Security Deposit toward the payment of any sum or the performance of any obligations that Tenant fails to timely pay or perform. The Security Deposit will not be considered an advance payment of Rent or a measure of Landlord's damages on Tenant's default under this Ground Lease.

6. Use.

- (a) **Use.** During the Term, Tenant may use the Premises and any Improvements constructed on the Property for temporary parking and the operation of a mobile food unit. ("Permitted Use").

- (b) **Compliance with Law.** Tenant will, at its expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term regulating the use by Tenant of the Premises. Tenant shall not violate any health, building, sign, parking law, ordinance, or regulation of any governmental authority applicable to Tenant's use of and business operations on the Premises, including but not limited to any and all permits or licenses as required by the Galveston County Health District and the City of Texas City. If required by a governmental authority solely by reason of Tenant's use of the Property, Tenant will make repairs, improvements, and alterations as long as they are completed in conformity. Tenant will not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or tend to unreasonably disturb any other tenants.
- (c) **Condition of Premises.** Tenant accepts the Premises in its current condition as of the date of possession under this Lease, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Premises and accepts this Lease subject to the same terms. Tenant acknowledges that neither Landlord nor Tenant's agent has made any representation or warranty about the suitability of the Premises for the conduct of Tenant's business.
- (d) **Insurance Cancellation.** Despite the provisions of Subsection 6(a), no use will be made or permitted to be made of the Premises that will cause the cancellation of any insurance policy covering the Premises or any building on the Premises, and if Tenant's use of the Premises causes an increase in insurance rates, Tenant will pay the increase.
- (e) **Landlord's Rules and Regulations.** Tenant will faithfully observe and comply with the rules and regulations that Landlord makes. A copy of the rules and regulations is attached to this Lease. Landlord reserves the right to make all reasonable modifications to the rules and regulations, which will be binding once a copy of them is delivered to Tenant. Landlord will not be responsible to Tenant for the nonperformance of any of the rules and regulations by any other tenants or occupants.

7. **Maintenance Repairs and Alterations.**

- (a) **Tenant's Obligations.** Tenant will keep in good order, condition, and repair the Premises and every part of them, structural or nonstructural, and all adjacent sidewalks, landscaping, driveways, parking lots, fences, and signs located in the areas adjacent to and included with the Premises. Landlord will incur no expense and have no obligation of any kind in connection with the maintenance of the Premises and Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense or

to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition, and repair.

- (b) Surrender. On the last day of the term or on any earlier termination, Tenant will surrender the Premises to Landlord in good condition, except for ordinary wear and tear. Tenant will repair any damage to the Premises occasioned by its use or by the removal of Tenant's trade fixtures, furnishings, and equipment under Subsection 7(d)(3), which will induce the patching and filling of holes and repair of structural damage.
- (c) Landlord's Rights. If Tenant fails to perform its obligations under this Article, Landlord may at its option enter the Premises, after ten (10) days' written notice to Tenant, and put the Premises in good order, condition, and repair. The cost of doing so plus interest at the rate of ten percent (10%) per year will become due and payable as additional rent to Landlord together with Tenant's next rent installment.
- (d) Alterations and Additions.
 - (1) Tenant will not, without Landlord's written consent, make any alterations, additions, or improvements in, on, or about the Premises. As a condition of giving its consent, Landlord may require that Tenant remove any alterations, additions, improvements, or utility installations at the expiration of the term and to restore the Premises to their previous condition.
 - (2) Before commencing any work relating to alterations, additions, and improvements affecting the Premises, Tenant will notify Landlord in writing of the expected date of commencement. Landlord will then have the right to post and maintain on the Premises any notices to protect the Premises and Landlord from mechanics' liens, materialmen's liens, or any other liens. Tenant will pay, when due, all claims for labor or materials furnished to or for Tenant at or for use on the Premises. Tenant will not permit any mechanics' or materialmen's liens to be levied against the Premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant or to Tenant's agents or contractors in connection with any work performed or claimed to have been performed on the Premises by or at the direction of Tenant.
 - (3) Unless Landlord requires their removal under Subsection 7(d)(1), all alterations, improvements, additions, machinery, equipment, and trade fixtures made on the Premises will become the property of Landlord and remain on and be surrendered with the Premises at the expiration of the term.

8. **Insurance and Indemnity.**

- (a) Insuring Party. As used in this Article, the term “insuring party” means the party who has the obligation to obtain the insurance required under this Lease. The insuring party will be Kevin Sullivan, d/b/a *Sully’s Sandwich Shack*. Whether the insuring party is Landlord or Tenant, Tenant will, as additional rent for the Premises, pay the cost of all required insurance. If Landlord is the insuring party, Tenant will, within ten (10) days after demand by Landlord, reimburse Landlord for the cost of the insurance.
- (b) Liability Insurance. Tenant will obtain and maintain during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising from the ownership, use, occupancy, or maintenance of the Premises and all areas insurance insuring Landlord and Tenant against any liability arising from the ownership, use, occupancy, or maintenance of the Premises and all appurtenant areas. The insurance will be in an amount of at least One Million and 00/100 Dollars (\$1,000,000.00) for injury to or death of one person in any one accident or occurrence. The limits of the insurance will have a Landlord’s Protective Liability endorsement attached. If Tenant fails to obtain and maintain the insurance, Landlord may, but is not required to, obtain and maintain it at Tenant's expense.
- (c) Property Insurance. [INTENTIONALLY DELETED]
- (d) Insurance Policies. Insurance required under this Lease will be in companies rated A+ AAA or better in “Best’s Insurance Guide.” The insuring party will deliver before possession to the other party copies of insurance policies or certificates evidencing the existence and amounts of the insurance with loss-payable clauses satisfactory to Landlord. No policy will be cancelable or subject to reduction of coverage or other modification except after thirty (30) days’ written notice to Landlord. If Tenant is the insuring party, Tenant will, at least thirty (30) days before any policies expire, provide Landlord with renewals or “binders,” or Landlord may order the insurance and charge the cost to Tenant, which will be payable by Tenant on demand.
- (e) Hold Harmless. Tenant will indemnify, defend, and hold Landlord harmless from any and all claims arising from Tenant’s use of the Premises or from the conduct of its business or from any activity, work, or things that may be permitted or suffered by Tenant on or about the Premises. Tenant assumes all risk of damage to property or injury to persons on or about the Premises from any cause, and Tenant waives all claims for such damage or injury against Landlord, except where it arises

from the negligence of Landlord.

- (g) Exemption of Landlord from Liability. Tenant agrees that Landlord will not be liable for injury to Tenant's business or any loss of income or for damage to the goods, wares, merchandise, or other property of tenant, Tenant's employees, invitees, customers, or any other person on or about the Premises..

9. [INTENTIONALLY DELETED]

10. **Real Property Taxes.** [INTENTIONALLY DELETED]

11. **Common Areas.** [INTENTIONALLY DELETED]

12. **Utilities.** Rent is inclusive of electricity, water, restroom and refuse. Tenant will be responsible for the proper disposal of all non-greywater wastewater.

13. **Assignment and Subleasing.**

- (a) Landlord's Consent Required. Tenant will not voluntarily or by operation of law assign, transfer, mortgage, sublease, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's written consent, which Landlord may withhold for any reason. Any attempted assignment, transfer, mortgage, encumbrance, or subleasing without consent will be void and will constitute a breach of the Lease. Any transfer of Tenant's interest in this Lease or in the Premises from Tenant or change in the ownership will be deemed a prohibited assignment within the meaning of this Section.
- (b) No Release of Tenant. Regardless of Landlord's consent, no assignment or subleasing will release Tenant of its obligation to pay the rent and to perform all of its other obligations for the term of this Lease. The acceptance of rent by Landlord from any other person will not be deemed a waiver by Landlord of any provision of this Lease. Consent to one assignment or subleasing will not be deemed consent to any later assignment or subleasing.

14. **Defaults and Remedies.**

- (a) Defaults. The occurrence of any one or more of the following events will constitute a default and breach of this Lease by Tenant:
 - (1) The vacating or abandonment of the Premises by Tenant.
 - (2) The failure by Tenant to make any payment of rent or any other required payment when due, if such failure continues for three (3)

days after written notice from Landlord.

- (3) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in Subsection 14(a)(2) above, if such failure continues for thirty (30) days after written notice from Landlord to Tenant; however, if the nature of Tenant's default is such that more than thirty (30) days are required for performance, Tenant will not be in default if Tenant commences performance within the thirty-day (30-day) period and diligently prosecutes the cure to completion.
- (b) Remedies in Default. If there is any default or breach by Tenant, Landlord may at any time, with or without notice or demand and without limiting Landlord in the exercise of any other right or remedy that Landlord may have, do any of the following:
 - (1) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease will terminate, and Tenant will immediately surrender possession of the Premises to Landlord.
 - (2) Maintain Tenant's right to possession, in which case this Lease will continue in effect whether or not Tenant has abandoned the Premises. Landlord will be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due.
 - (3) Pursue any other remedy now or later available to Landlord under the laws or judicial decisions of the State in which the Premises are located.
- (c) Default by Landlord. Landlord will not be in default unless Landlord fails to perform its obligations within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address will have been furnished to Tenant in writing, specifying how Landlord has failed to perform its obligation; however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, Landlord will not be in default if Landlord commences performance within the thirty-day (30-day) period and diligently prosecutes the cure to completion.
- (d) Late Charges. Tenant acknowledges that late payment of rent and other amounts will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain.

These costs include but are not limited to processing and accounting charges and late charges that may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other amount due from Tenant is not received by Landlord or Landlord's designee within ten (10) days after written notice that the amount is past due, Tenant will pay to Landlord a late charge equal to ten percent (10%) of the overdue amount. The parties agree that the late charge will not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of its other rights and remedies.

15. **Condemnation.** [INTENTIONALLY DELETED]

16. **General Provisions.**

- (a) Offset Statement. [INTENTIONALLY DELETED]
- (b) Landlord's Interests. [INTENTIONALLY DELETED]
- (c) Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, will in no way affect the validity of any other provision.
- (d) Interest on Past-Due Obligations. Except as expressly provided in this Lease, any amount not paid to Landlord when due will bear interest at ten percent (10%) per year from the due date. Payment of interest will not excuse or cure any default by Tenant under this Lease.
- (e) Time of Essence. Time is of the essence in this Lease.
- (f) Headings. Article and paragraph headings are not a part of this Lease's terms.
- (g) Entire Agreement; Amendment. This Lease contains the entire agreement between the parties. All understandings, discussions, and agreements previously made between the parties, written or oral, are superseded by this Lease, and neither party is relying on any warranty, statement, or representation not contained in this Lease. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.
- (h) Waivers. No waiver by Landlord of any provision of this Lease will be deemed a waiver of any other provision or of any later breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act will not be deemed to make unnecessary the obtaining of Landlord's consent to or approval of any later act by Tenant. The

acceptance of rent by Landlord will not be a waiver of any preceding breach by Tenant, other than Tenant's failure to pay the particular rent accepted, regardless of Landlord's knowledge of the preceding breach when the rent was accepted.

- (i) Recording. Tenant will not record this Lease in any public records. Any such recordation will be a breach of this Lease.
- (j) Holding Over. If Tenant remains in possession of the Premises or any part of them after the term expires with Landlord's express written consent, the occupancy will be a tenancy from month to month at a rental rate in the amount of the last monthly rent plus all other charges payable, and on the terms applicable to month-to-month tenancy.
- (k) Cumulative Remedies. No remedy or election under this Lease will be deemed exclusive, but instead will, wherever possible, be cumulative with all other remedies at law or in equity.
- (l) Covenants and Conditions. Each provision of this Lease performable by Tenant will be deemed both a covenant and a condition.
- (m) Binding Agreement; Governing Law. Subject to any provisions restricting assignment or subleasing by Tenant and subject to the provisions of Subsection 16(b), this Lease and all of its terms, provisions, and covenants will apply to, be binding on, and inure to the benefit of the parties and their respective successors and assigns. This Lease will be governed by and interpreted under the laws of the state where the Premises are located, regardless of any conflict-of-law rules.
- (n) Subordination. [INTENTIONALLY DELETED]
- (o) Attorney Fees. If either party brings an action to enforce the terms of this Lease or declare rights under it, the prevailing party in the action, at trial or on appeal, will be entitled to reasonable attorney fees to be paid by the losing party as fixed by the court. The term "prevailing party" means the party that has succeeded on a significant issue in the litigation and achieved a benefit with respect to the claims at issue, taken as a whole, whether or not damages are actually awarded to that party.
- (p) Landlord's Access. Landlord and its agents will have the right to enter the Premises at reasonable times for the purpose of inspecting and making alterations, repairs, improvements, or additions to the Premises as Landlord may deem necessary or desirable.
- (q) [INTENTIONALLY DELETED]

(r) [INTENTIONALLY DELETED]

(s) Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of the corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the corporation in accordance with a duly adopted resolution of its board of directors or in accordance with its bylaws, and that this Lease is binding on the corporation.

17. **Performance Bond.** [INTENTIONALLY DELETED]

18. [INTENTIONALLY DELETED]

19. **Notices.** Any notice or demand under this Lease will be in writing and either served personally or sent by U.S. mail, postage prepaid, to the following addresses:

Landlord:

Texas City Economic Development Corporation
Attn: Garrett C. McLeod
1809 9th Ave. N.
Texas City, Texas 77590
Tel: (409) 948-3111

Tenant:

Kevin Sullivan
d/b/a *Sully's Sandwich Shack*
3102 Cove View Blvd. Apt. D102
Galveston, Texas 77554

The parties have executed this Lease at the place and on the dates specified below.

LANDLORD:

Texas City Economic Development
Corporation

By: _____

Name: MarkCiavaglia

Title: Chairman

Effective Date: January 1, 2021

Executed at: _____

TENANT:

Kevin Sullivan,

d/b/a *Sully's Sandwich Shack*

Kevin Sullivan, individually

TCEDC Agenda

6. b.

Meeting Date: 04/13/2021

Submitted By: Rhomari Jackson, Management Services

Department: Management Services

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-08, approving the funding for the construction of decorative street lighting along 6th Street from 9th Avenue to 3rd Avenue.

BACKGROUND

- a. In August 27, 2020 the TCEDC board authorized the agreement with Gandy2 Lighting Design, LLC for the design and oversight for the 6th Street Lighting Project.
- b. In August staff had stated that the original cost for the project would be under \$300,000.
- c. Bids were received in early March for the 6th Street Project.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution
Staff Report
Attachment
Attachment

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 21-08

A RESOLUTION APPROVING FUNDING FOR THE CONSTRUCTION OF DECORATIVE STREET LIGHTING ALONG 6TH STREET FROM 9TH AVENUE TO 3RD AVENUE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (TCEDC), duly held on April 13, 2021, a general discussion was held in concerning authorizing funds for the construction of decorative street lighting along 6th Street from 9th Avenue to 3rd Avenue; and

WHEREAS, based on bids received, the project is anticipated to cost around \$566,150.00.

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

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves the funding for decorative street lighting along 6th Street from 9th Avenue to 3rd Avenue in the amount of \$566,150.00.

SECTION 2: The Chairperson or Vice-Chairperson is hereby authorized to execute any documents necessary for the funding of this project.

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

PASSED AND ADOPTED this 13th day of April 2021.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation



Staff Report

April 13, 2021

Texas City Economic Development Corporation

Subject: Discuss and Consider For Approval the Funding for the Construction of Decorative Street Lighting Along 6th Street from 9th Avenue to 3rd Avenue.

I. **Background**

- a. In August 27, 2020 the TCEDC board authorized the agreement with Gandy2 Lighting Design, LLC for the design and oversight for the 6th Street Lighting Project.
- b. In August staff had stated that the original cost for the project would be under \$300,000.
- c. Bids were received in early March for the 6th Street Project.

II. **Current Situation**

- a. The Economic Development Corporation is requested to consider approval the funding for the 6th Street Lighting Project.
- b. The lights are string lights, which are intended to be strung 20' above the street.
- c. Since 6th Street does not have contiguous structures, poles will be needed to provide support for the lights.
- d. Two bidders provided submittals for the project
 - i. Crescent Electric: \$611,547.00
 - ii. Pfeifer & Sons LTD: \$566,150.00

III. **Fiscal Impact Report**

- a. Staff: Garrett McLeod
- b. Funding Source: TCEDC
- c. Cost: \$566,150.00

Respectfully Submitted,

Garrett C. McLeod
Economic Development Director

STRUCTURAL GENERAL NOTES

PART I - DESIGN CRITERIA

A. GENERAL BUILDING CODE

- INTERNATIONAL BUILDING CODE 2015.
- B. WIND LOADS
1. WIND PRESSURES ARE BASED ON THE PROVISIONS OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES, ASCE 7-10 AND THE FOLLOWING CRITERIA:
- A. ULTIMATE DESIGN WIND SPEED (VULT): 138 MPH (3 SECOND GUST)
- B. BUILDING RISK CATEGORY: I
- C. WIND EXPOSURE CATEGORY: B

A. CLASSES OF CONCRETE

- CONCRETE MATRIX ON SHEET S.001 UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- B. HORIZONTAL CONSTRUCTION JOINTS IN CONCRETE POURS
1. THERE SHALL BE NO HORIZONTAL CONSTRUCTION JOINTS IN ANY CONCRETE POURS UNLESS SHOWN ON THE DRAWINGS. THE ARCHITECT/ENGINEER SHALL APPROVE ALL DEVIATIONS OR ADDITIONAL JOINTS IN WRITING.
- C. REINFORCING STEEL
1. ALL REINFORCING STEEL SHALL BE ASTM A 615 GRADE 60 UNLESS NOTED OTHERWISE ON THE DRAWINGS OR IN THESE NOTES.
- D. REINFORCING STEEL COVERAGE
1. REINFORCING STEEL COVERAGE SHOULD CONFORM TO THE REQUIREMENTS OF ACI 318 UNLESS SPECIFIED OTHERWISE ON THE DRAWINGS. THE REINFORCING STEEL DETAILER SHALL ADJUST REINFORCING STEEL CAGE SIZES AT INTERSECTING STRUCTURAL MEMBERS AS REQUIRED TO ALLOW CLEARANCE FOR INTERSECTING REINFORCING BAR LAYERS WITH MINIMUM SPECIFIED COVER.
- E. SPLICES AND HOOKS IN REINFORCING STEEL
1. SPLICE LOCATION AND TYPE AND HOOKS FOR UNSCHEDULED BEAMS, SLABS AND WALLS.
- A. BEAMS AND SLABS. UNSCHEDULED BEAMS AND SLABS, INCLUDING GRADE BEAMS, SHALL HAVE CONTINUOUS TOP BARS LAPPED AT MIDSPAN BETWEEN SUPPORTS WITH A CLASS A TENSION SPLICE. BOTTOM BARS SHALL BE LAPPED AT THE SUPPORTS WITH A CLASS A TENSION SPLICE. ALL BEAM BARS SHALL BE HOOKED AT DISCONTINUOUS END, UNLESS NOTED OTHERWISE.

A. THE OWNER'S TESTING LABORATORY SHALL PROVIDE SPECIAL INSPECTION SERVICES IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE FOR THE FOLLOWING ITEMS:

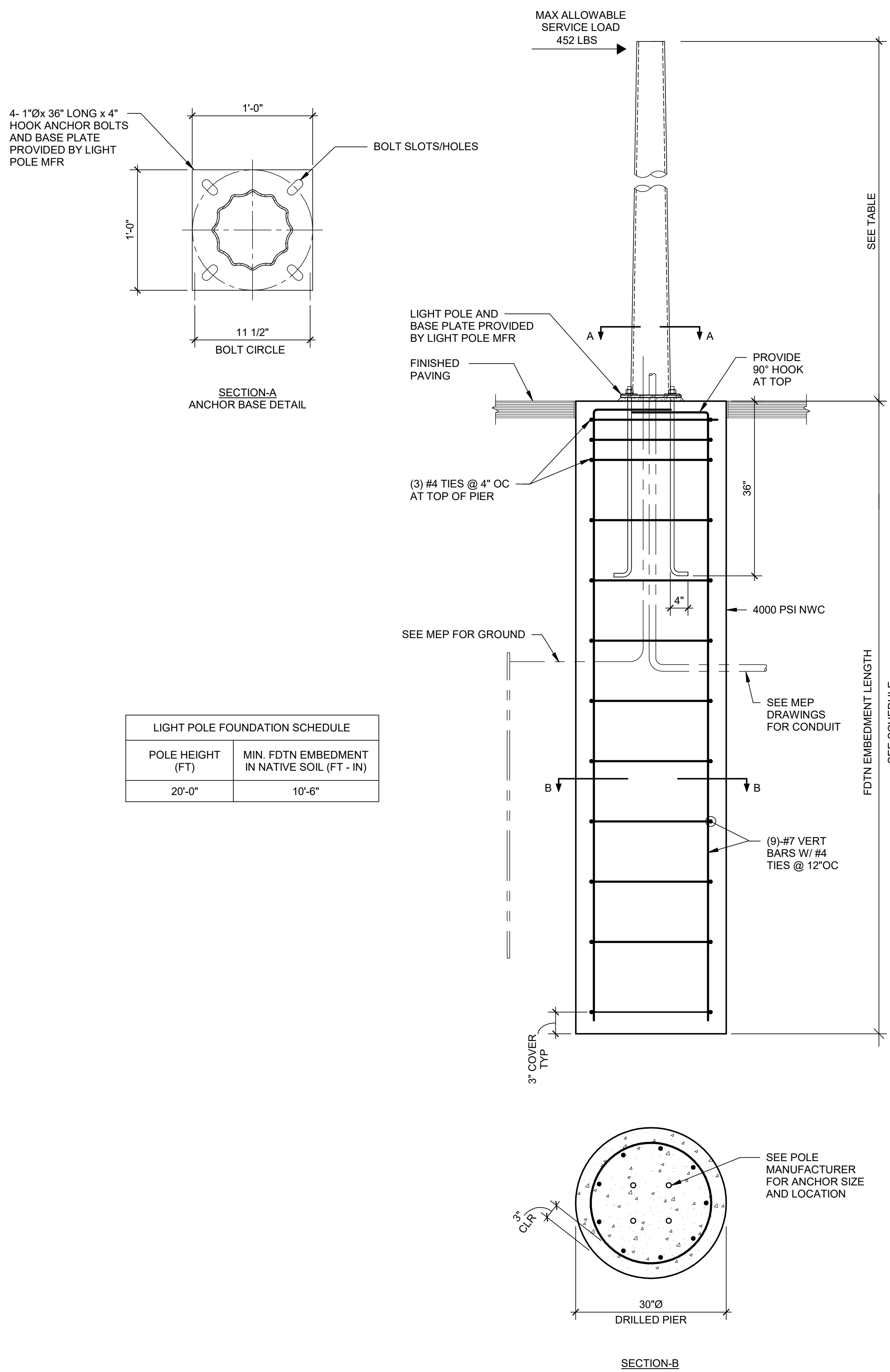
1. CONCRETE CONSTRUCTION:
 - A. BOLTS INSTALLED IN CONCRETE
 - B. CONCRETE WORK
 - C. CONTINUOUS INSPECTION OF REINFORCING STEEL PLACING
 - D. EPOXY BOLTS
 - E. FORMWORK
 - F. REINFORCING STEEL PLACEMENT

A. CONTRACT DOCUMENTS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, ORDINANCES AND LATEST ADDENDA TO SUBMIT SUCH DOCUMENTS TO THE SUBMITTAL OF SHOP DRAWINGS, FABRICATION OF ANY STRUCTURAL MEMBERS, AND ERECTION IN THE FIELD.
2. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, AND, EXCEPT WHERE SPECIFICALLY SHOWN, DO NOT INDICATE THE METHOD OR MEANS OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES, INCLUDING OPENINGS THROUGH FLOORS, ROOFS, AND WALLS FOR DUCTS, PIPING, AND/OR CONDUIT SHALL BE COORDINATED BY THE CONTRACTOR. CONTRACTOR SHALL VERIFY SIZES AND LOCATIONS OF HOLES AND OPENINGS WITH THE MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION DRAWINGS AND THE RESPECTIVE SUBCONTRACTORS.
3. REFER TO DRAWINGS OTHER THAN STRUCTURAL FOR COMPLETE INFORMATION INCLUDING: TYPES OF FLOOR SLAB FINISHES AND THEIR LOCATIONS, FLOOR SLAB DEPRESSIONS AND CURBS, OPENINGS IN STRUCTURAL WALLS, ROOFS AND FLOORS REQUIRED BY ARCHITECTURAL AND MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE, ETC.
4. WHERE MEMBER LOCATIONS ARE NOT SPECIFICALLY DIMENSIONED, MEMBERS ARE EITHER LOCATED ON COLUMNS LINES OR ARE EQUALLY SPACED BETWEEN LOCATED MEMBERS.
5. IF CERTAIN FEATURES ARE NOT FULLY SHOWN OR SPECIFIED ON THE DRAWINGS OR IN THE SPECIFICATIONS, THEIR CONSTRUCTION SHALL BE OF THE SAME CHARACTER AS SHOWN OR SPECIFIED IN SIMILAR CONDITIONS.
- B. DRAWING CONFLICTS**
1. THE GENERAL CONTRACTOR SHALL COMPARE THE ARCHITECTURAL AND STRUCTURAL DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT AS SET OF DRAWINGS AND WITHIN EACH SET OF DRAWINGS TO THE ARCHITECT AND ENGINEER PRIOR TO THE FABRICATION AND INSTALLATION OF ANY STRUCTURAL MEMBERS.
- C. CONFLICTS IN STRUCTURAL REQUIREMENTS**
1. WHERE CONFLICT EXISTS AMONG THE VARIOUS PARTS OF THE STRUCTURAL CONTRACT DOCUMENTS, STRUCTURAL DRAWINGS, GENERAL NOTES, AND SPECIFICATIONS, THE STRICTEST REQUIREMENTS, AS INDICATED BY THE ENGINEER, SHALL GOVERN.
- D. EXISTING CONDITIONS**
1. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE EXISTING STRUCTURE AT THE JOB SITE AND REPORT ANY DISCREPANCIES FROM ASSUMED CONDITIONS SHOWN ON THE DRAWINGS TO THE ARCHITECT AND ENGINEER PRIOR TO THE FABRICATION AND ERECTION OF ANY MEMBERS.
- E. RESPONSIBILITY OF THE CONTRACTOR FOR CONSTRUCTION LOADS**
1. THE STRUCTURE HAS BEEN DESIGNED FOR THE LOADS IDENTIFIED WITH THESE STRUCTURAL DRAWINGS THAT ARE ANTICIPATED TO BE APPLIED TO THE FINAL STRUCTURE ONCE COMPLETED AND OCCUPIED. THE CONTRACTOR SHALL NOT OVERLOAD THE STRUCTURE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING THE ADEQUACY OF THE STRUCTURE TO SUPPORT ANY APPLIED CONSTRUCTION LOADS, INCLUDING THOSE DUE TO CONSTRUCTION VEHICLES OR EQUIPMENT, MATERIAL HANDLING OR STORAGE, SHORING OR BRACING, OR ANY OTHER CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL SUBMIT CALCULATIONS SIGNED AND SEALED BY AN ENGINEER LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED VERIFYING THE ADEQUACY OF THE STRUCTURE FOR ANY PROPOSED CONSTRUCTION LOADS THAT ARE IN EXCESS OF THE STATED DESIGN LOADS. THE STRUCTURAL ENGINEER IS NOT RESPONSIBLE TO DESIGN OR CHECK THE STRUCTURE FOR LOADS APPLIED TO THE STRUCTURE FOR ANY CONSTRUCTION ACTIVITY.
- F. CONTRACTOR SUBSTITUTIONS**
1. ANY MATERIALS OR PRODUCTS SUBMITTED FOR APPROVAL THAT ARE DIFFERENT FROM THE MATERIAL OR PRODUCTS SPECIFIED IN THE STRUCTURAL CONTRACT DOCUMENTS WILL BE APPROVED ONLY IF THE FOLLOWING CRITERIA ARE SATISFIED:
- A. A COST SAVINGS TO THE OWNER IS DOCUMENTED AND SUBMITTED WITH THE REQUEST.
- B. THE MATERIAL OR PRODUCT HAS BEEN APPROVED BY THE INTERNATIONAL CODE COUNCIL (ICC) AND THE REPORT IS SUBMITTED WITH THE REQUEST.
- 1) THE ICC ESR THAT IS SUBMITTED MUST REFERENCE THE BUILDING CODE UNDER WHICH THE PROJECT IS PERMITTED.
- 2) ICC REPORTS THAT HAVE BEEN DISCONTINUED AT THE TIME OF PRODUCT INSTALLATION WILL NOT BE ACCEPTED.
2. SUBMITTALS NOT SATISFYING THE ABOVE CRITERIA WILL NOT BE CONSIDERED.
- G. THE STRUCTURAL ENGINEER'S ROLE DURING CONSTRUCTION**
1. THE ENGINEER SHALL NOT HAVE CONTROL NOR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES, FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
2. PERIODIC SITE OBSERVATION BY FIELD REPRESENTATIVES OF HENDERSON ROGERS STRUCTURAL ENGINEERS LLC IS SOLELY FOR THE PURPOSE OF BECOMING GENERALLY FAMILIAR WITH THE PROGRESS, AND QUALITY OF THE WORK COMPLETED AND DETERMINING, IN GENERAL, IF THE WORK OBSERVED IS BEING PERFORMED IN A MANNER INDICATING THAT THE PROJECT IS BEING COMPLETED IN ACCORDANCE WITH THE STRUCTURAL CONTRACT DOCUMENTS. THIS LIMITED SITE OBSERVATION SHALL NOT BE CONSIDERED AS AN INSPECTION OR CONDUIT TO CHECK THE QUALITY OR QUANTITY OF THE WORK, BUT RATHER PERIODIC IN AN EFFORT TO GUARD THE OWNER AGAINST DEFECTS OR DEFICIENCIES IN THE WORK OF THE CONTRACTOR.

2 NO SCALE

CLASSES OF CONCRETE MATRIX						
CONCRETE USAGE	MINIMUM COMPRESSIVE STRENGTH (f'c)	CONCRETE TYPE	MAXIMUM W/CM RATIO	PERMISSIBLE AIR CONTENT	MAXIMUM AGGREGATE SIZE	ADDITIONAL REMARKS
PIER	4,000 PSI AT 28 DAYS	NWC	N/A	N/A	1"	



NO SCALE



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houston, texas 77009
713.489.5111

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the exclusive property of Gandy Squared Lighting Design, LLC.
They are not to be used by the Owner or the Client on other
Projects or on extensions of this Project except by agreement in
writing and with appropriate compensation to Gandy Squared
Lighting Design, LLC.

The Lighting Designer shall not be responsible for the means, methods, techniques, sequences or procedures on construction or installation, or for the acts and omissions of the Client, the Client's Consultant's, or the Contractor.

Neither the Client nor his Consultants shall make any changes to the Designer's Drawings, Specifications, or other documents without written permission from the Designer. Such changes include, but are not limited to: substitution or and/or by manufacturers, variations in layouts, quality and quantity of

Written dimensions on these drawings shall have precedence over scale dimensions. Contractor shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variation from the dimensions and conditions shown by these drawings.

Henderson Rogers
Structural Engineers, LLC
TBPE Firm Registration No. 8755



Texas City Historic 6th Street
LIGHT POLE FOUNDATION
DETAIL AND NOTES

[illegible]

- General Notes:
1. Contractor to field verify location of existing poles.
 2. Contractor to field verify exact lengths of fixture Type G3 prior to ordering.
 3. Contractor to include maximum cable sag allowance in overall lengths.



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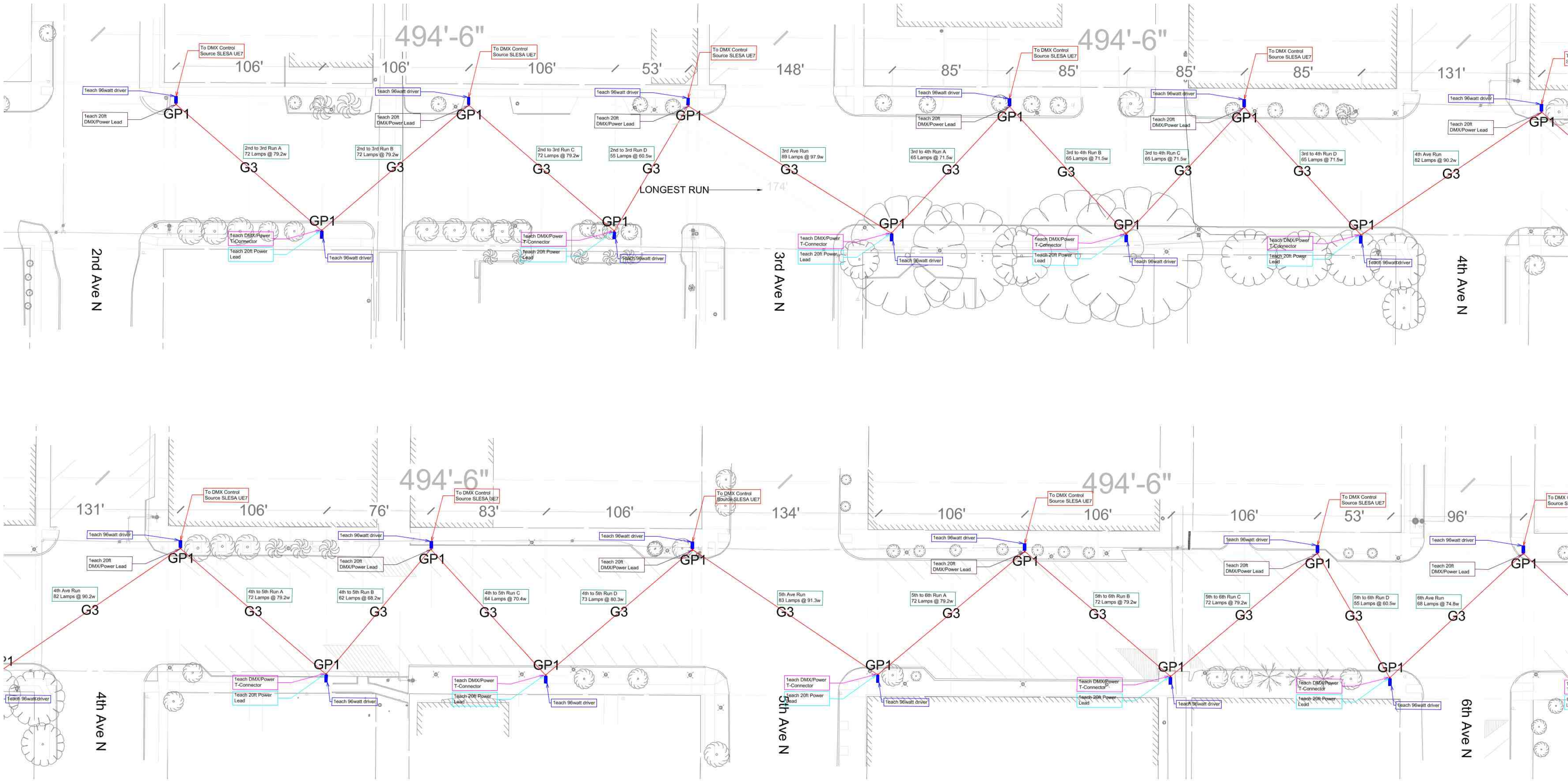
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Texas City Historic 6th Street

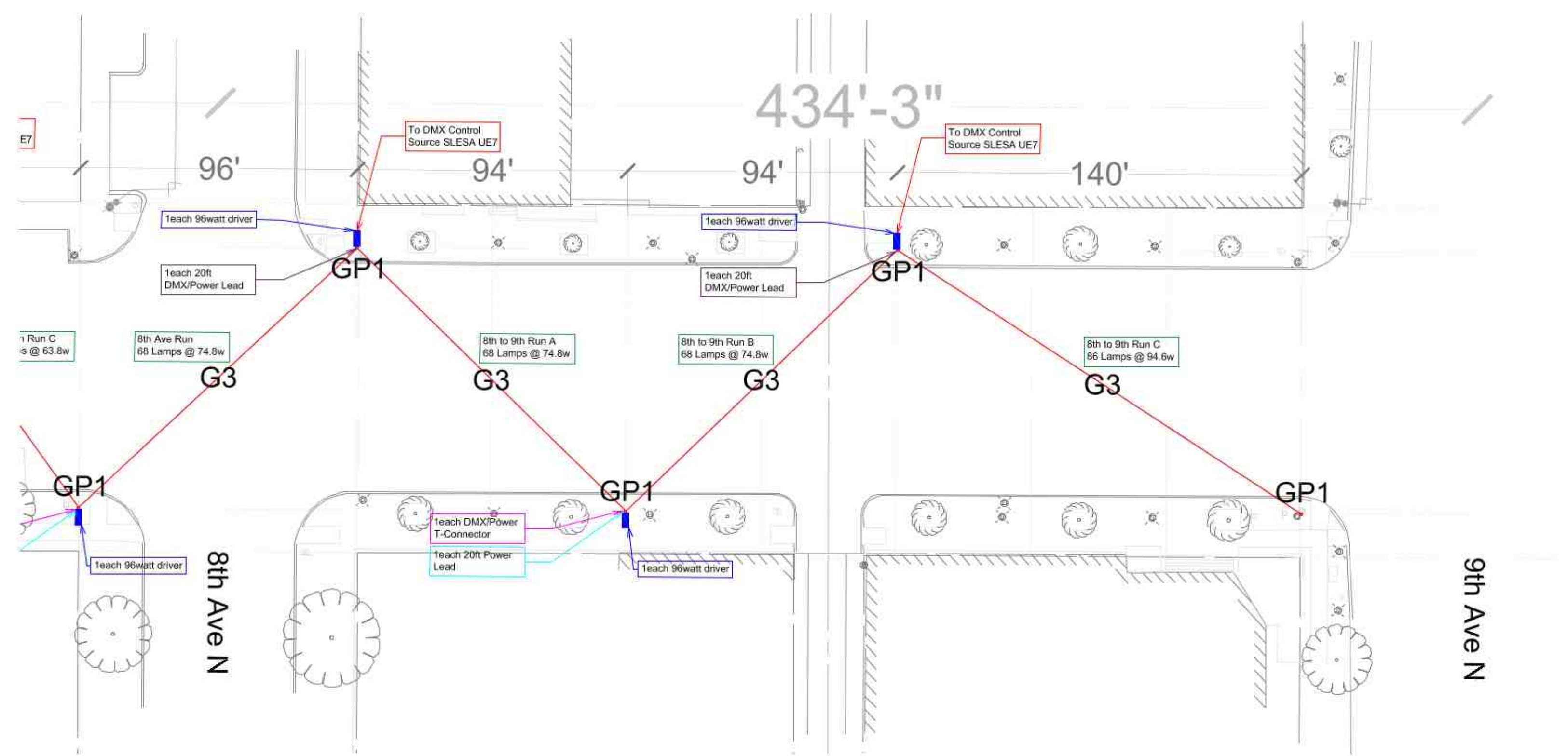
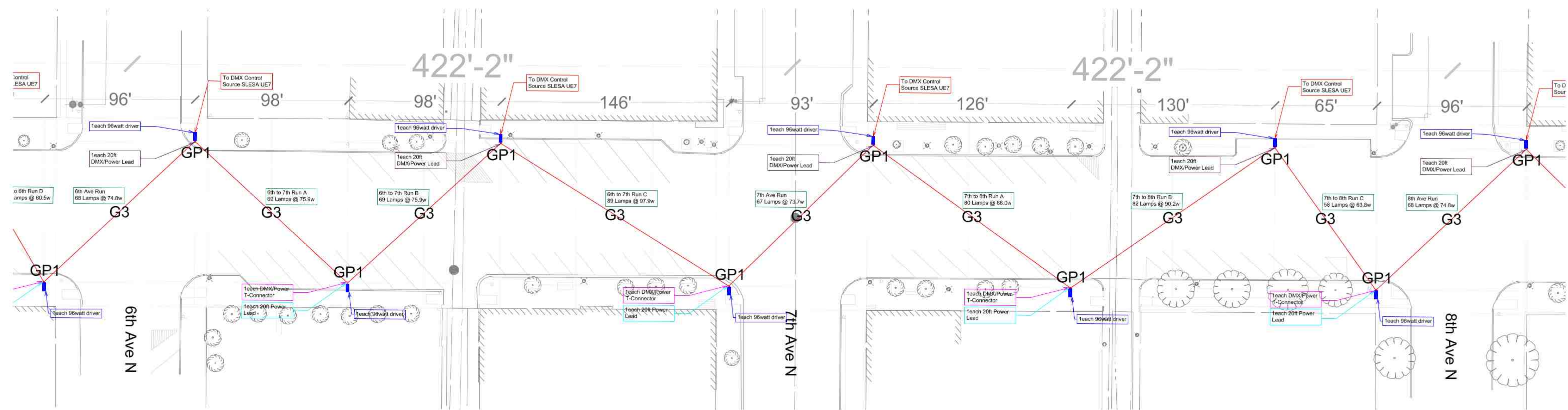
Festoon Lighting Plan

Revisions	

Drawn JDG	Sheet Number LT-01
Checked LTG	
Scale 1/32" = 1'-0"	Sheet 01 of 05
Date 12/07/2020	



1. Contractor to field verify location of existing poles.
2. Contractor to field verify exact lengths of fixture Type G3 prior to ordering.
3. Contractor to include maximum cable sag allowance in overall lengths.



Type	Description	Manufacturer / Number	Wattage	Finish	CCT	Quantity	Notes
G1	Power Supply	Targetti / DELV96124D				31	See controls diagram for more information.
G3	RGB Festoon Lighting	Targetti / IN-CL-1-FC-24-24	.55W /FT	Black	RGB	4300	See controls diagram for more information.
G4	Cable Ties	Contractor to supply				2200	Roughly 2200 needed. Stainless steel and self locking.
G5	Network Effects Controller	Targetti / TGDMSLES AUE7				8	See controls diagram for more information.
GP1	20ft Pole for Festoon Lighting	Valmont Pole / C-200052806V4-P9?-DBL-X Valmont Base / WA18AC-DBL-XXXXXXXXX		Black		32	Original spec is discontinued. Base specs need to be confirmed per city standard. A festoon post top attachment is needed.



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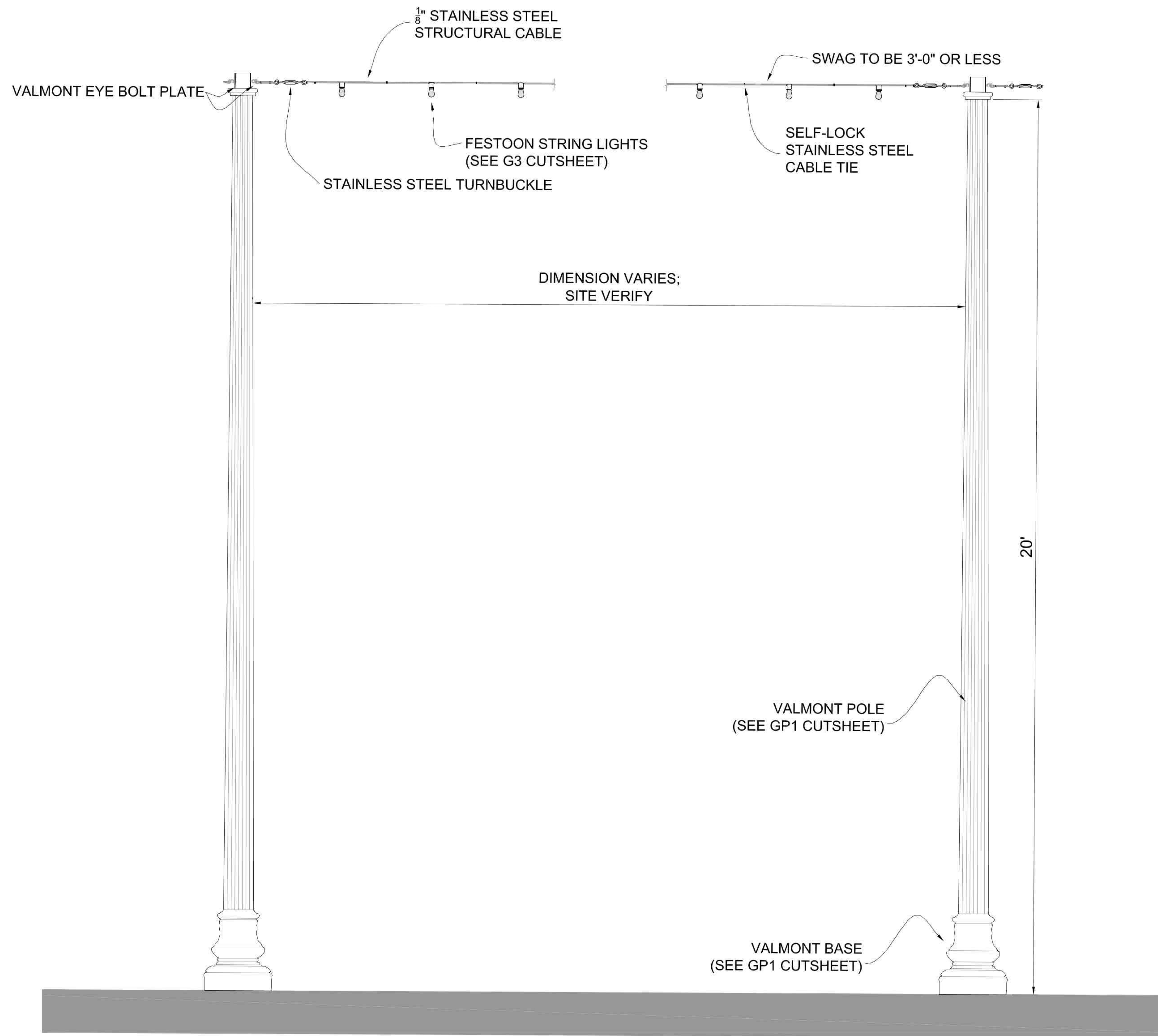
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Texas City Historic 6th Street

Festoon Lighting Plan

Revisions

Drawn JDG	Sheet Number LT-02
Checked LTG	
Scale 1/32" = 1'-0"	
Date 12/07/2020	Sheet 02 of 05



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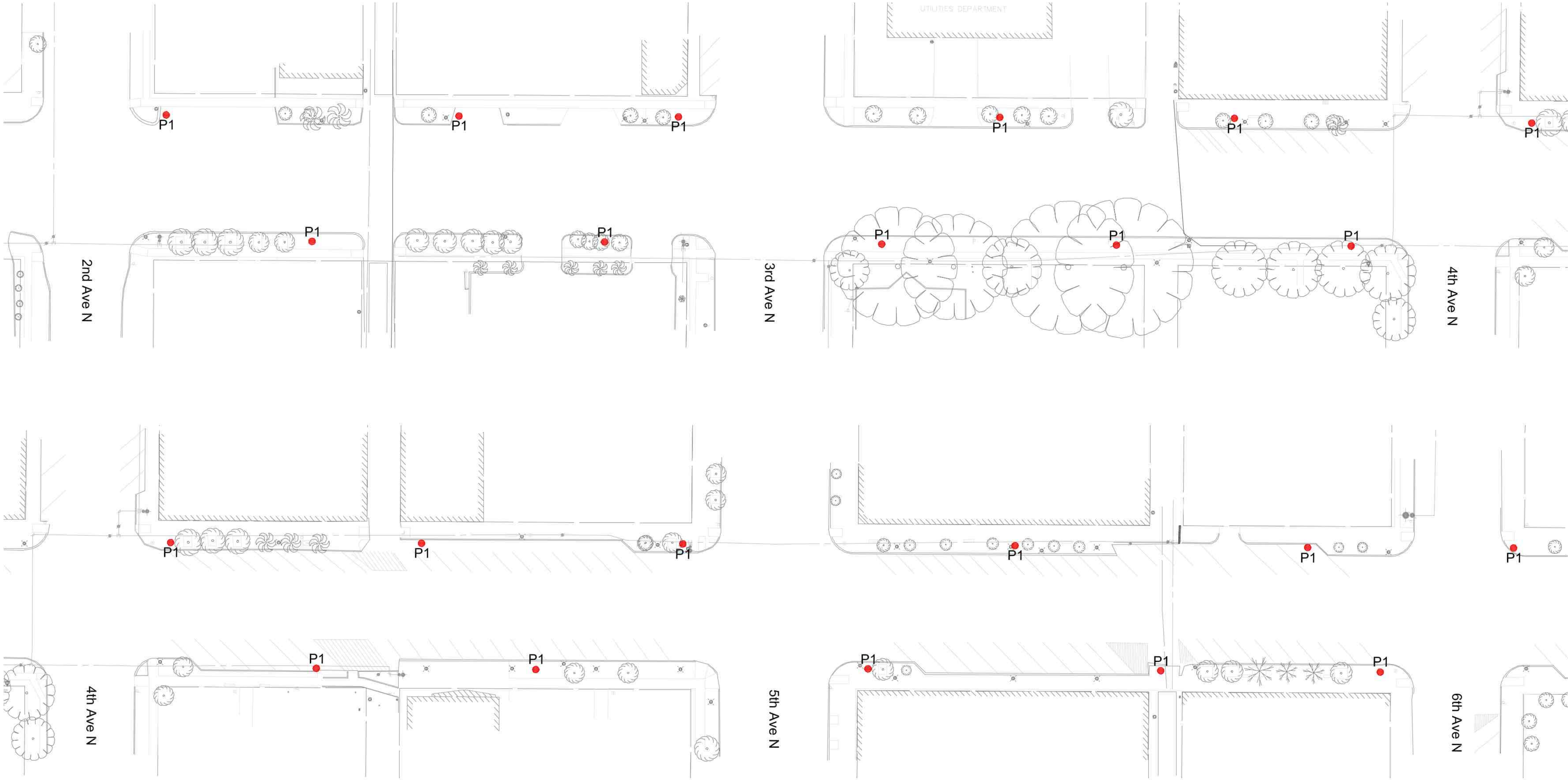
Texas City Historic 6th Street

Festoon Mounting Details

Revisions	

Drawn JDG	Sheet Number LT-03
Checked LTG	
Scale 1" = 1'-0"	
Date 12/07/2020	Sheet 03 of 05

- General Notes:
1. Demo existing pole.
 2. Demo existing foundation.



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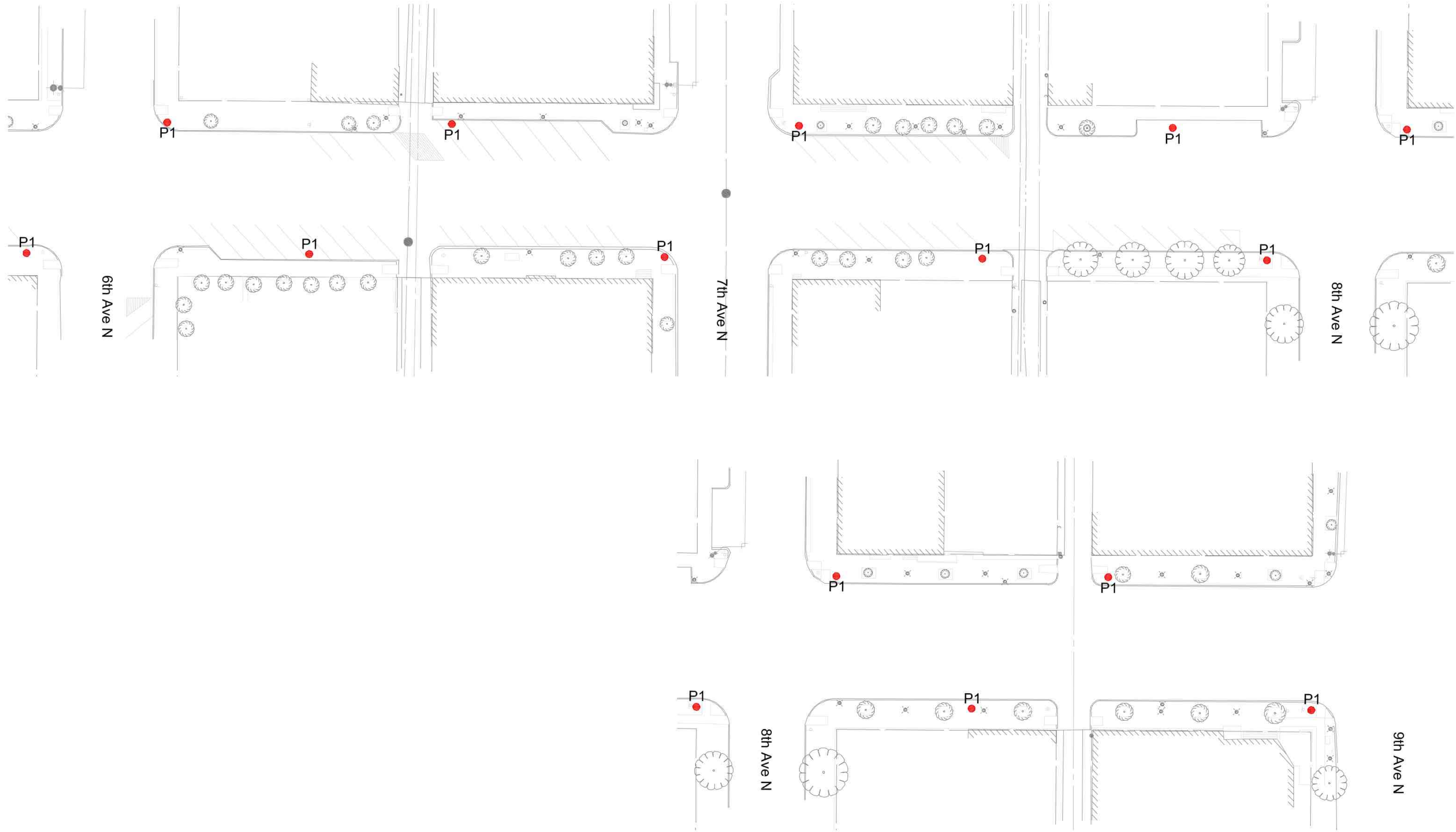
Written dimensions on these drawings shall have precedence over scale dimensions. Contractor shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variation from the dimensions and conditions shown by these drawings.

Texas City Historic 6th Street
Lighting Demolition Plan

Revisions	

Drawn KED	Sheet Number D-01
Checked LTG	
Scale 1/32" = 1'-0"	Sheet 04 of 05
Date 12/07/2020	

- General Notes:
- 1. Demo existing pole.
 - 2. Demo existing foundation.



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Texas City Historic 6th Street

Lighting Demolition Plan

Revisions	

Drawn KED	Sheet Number D-02
Checked LTG	
Scale 1/32" = 1'-0"	Sheet 05 of 05
Date 12/07/2020	

TCEDC Agenda

6. c.

Meeting Date: 04/13/2021

Submitted By: Rhomari Jackson, Management Services

Department: Management Services

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-09, approving the funding for the construction of decorative street lighting along Texas Avenue from 14th Street to 6th Street.

BACKGROUND

- a. On October 7, 2020 the TCEDC board authorized the funding for the design and oversight of the Texas Avenue Lighting Project.
- b. In October staff had stated that the original cost for the project would be \$800,000.
- c. Bids were received in early March for the Texas Avenue Project.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution
Staff Report
Attachment
Attachment

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 21-09

A RESOLUTION APPROVING FUNDING FOR THE CONSTRUCTION OF DECORATIVE STREET LIGHTING ALONG TEXAS AVENUE FROM 14TH STREET TO 6TH STREET; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (TCEDC), duly held on April 13, 2021, a general discussion was held in concerning authorizing funds for the construction of decorative street lighting along Texas Avenue from 14th Street to 6th Street; and

WHEREAS, based on bids received, the project is anticipated to cost around \$480,910.00.

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

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves the funding for decorative street lighting along Texas Avenue from 14th Street to 6th Street in the amount of \$480,910.00.

SECTION 2: The Chairperson or Vice-Chairperson is hereby authorized to execute any documents necessary for the funding of this project.

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

PASSED AND ADOPTED this 13th day of April 2021.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation



Staff Report

April 13, 2021

Texas City Economic Development Corporation

Subject: Discuss and Consider For Approval the Funding for the Construction of Decorative Street Lighting Along Texas Avenue from 14th Street to 6th Street.

I. **Background**

- a. On October 7, 2020 the TCEDC board authorized the funding for the design and oversight of the Texas Avenue Lighting Project.
- b. In October staff had stated that the original cost for the project would be \$800,000.
- c. Bids were received in early March for the Texas Avenue Project.

II. **Current Situation**

- a. The Economic Development Corporation is requested to consider approval the funding for the Texas Avenue Lighting Project.
- b. The decorative lighting would be similar to the existing 6th Street Lighting.
- c. Two bidders provided submittals for the project
 - i. Crescent Electric: \$480,910.00

III. **Fiscal Impact Report**

- a. Staff: Garrett McLeod
- b. Funding Source: TCEDC
- c. Cost: \$480,910.00

Respectfully Submitted,

Garrett C. McLeod
Economic Development Director



2020-400

Texas City Economic Development Corp.
6th St. Decorative LED Lighting Project
Bid Tabulation

BIDDER	BID BOND	ADDEN- DUM(s)	TOTAL AMOUNT BID
Crescent Electric	✓	✓	\$ 611,547.00
PREPARED BY SONS LTD	✓	✓	\$ 546,180.00

3/16/21



2020-401

Texas City Economic Development Corp.

Texas Ave Street Light Replacement Project

Bid Tabulation

BIDDER	BID BOND	ADDEN- DUM(S)	TOTAL AMOUNT BID
CRESENT ELECTRIC	✓	✓	480,910.00

BILL 3/14/21

ABBREVIATIONS										ELECTRICAL SYMBOLS										GENERAL NOTES									
A AAP ABV AC ACC ACCU AD ADJ AF AFC AFF AFG AHU AIC AL ALT AM AND ANSI AP APD ARCH ATTG AS AS-HAE ASME ASTM ATP ATS AUTO AUX AV AVG AVTR AW AWS AWWA BC BDR BFP BFV BFW BH BLDG BM BOB BOF BOH BOP BOS BOT BKT BS BSMT BT BV BWV C CAB CB CC CD CDR CDS CFH CFM CG CH CHP CHS CHV CI CIP CIRC CL CLG CMU CO COL COMB COMP CONC CONO CONN CONST CONT CONTR CONV CORR CO2 CPC CPUC CR CRAC CRT CRU CSS CTR CU CU FT CV CW CVH D DB DBL DC DD DDC DEG DEP DESIG DET DI DIA DIFF DIM DIR DIS DISC DIST DIV DL DMH DN DP DPR DWP DWR DWS DX DXFC E EAT EAT										AMP AMP																			

1380003811 - Texas City Texas Avenue Lighting(ME)03811 E SPEC 001.dgn
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DIVISION26 - ELECTRICAL

1. GENERAL

- A. Furnish all labor, supervision, materials, equipment, apparatus and appurtenances required for a complete working and coordinated electrical system as shown on the drawings and specified herein.
- B. Wherever applicable or not otherwise specified, all electrical work including equipment, material and installation shall be in accordance with base building specifications and practices.
- C. All electrical work shall be constructed and finished in every respect in a workmanlike and substantial manner. Furnish and install all work necessary to complete the system in accordance with the best trade practice and to the satisfaction of the engineer. The entire installation shall be ready in every respect for satisfactory and efficient operation when completed. The engineer will interpret the meaning of the drawings and specifications and may reject any work and materials which, in their judgment, is not in full accordance therewith.
- D. Submit a single certification stating that all portions of the work are in accordance with contract requirements. Warranty all work against faulty and improper material and workmanship for a period of one year from date of final acceptance by the tenant, except that where guarantees or warranties for longer terms are specified, such longer term shall apply. At no additional cost to tenant or engineer, within 24 hours after notification, correct any deficiencies which occur during the warranty period, to the satisfaction of the tenant.
- E. The contractor covenants and agrees that he and his subcontractors and his and their agents and employees will provide and maintain a safe place to work and will comply with all laws and regulations of all governmental authorities having jurisdiction thereof, and the contractor agrees to indemnify, defend and hold harmless, the engineer and tenant from and against any liability, loss, damage or expense, including attorneys' fees, arising from a failure or alleged failure on the part of the contractor, his subcontractors and his and their agents and employees to provide and maintain a safe place to work or to comply with laws and regulations of governmental authorities having jurisdiction thereof.
- F. The contractor and each subcontractor covenants and agrees to indemnify, defend and hold harmless the Engineer and tenant against any liability, loss, damage or expenses, including attorneys' fees, arising from a failure or alleged failure on the part of the contractor, his subcontractor or his or their agents and employees to properly discharge the obligations assumed by him or them in the performance of the work, including any act or omission allegedly resulting in death or personal injury or property damage on improper construction, construction techniques, or the use of improper or inappropriate material or tools.
- G. The drawings show various conduit and wiring systems schematically and provide circuit numbers for reference only. Provide additional neutral wire where it is necessary to run circuits of the same phase in common conduit (maximum of three phase conductors in a single conduit). Balance all panelboards and record all circuit numbers on as_built drawings.
- H. Comply with all applicable requirements of the building owner, the tenant lease and building design criteria for tenant improvements.
- I. Architectural specifications and general, special and supplementary conditions, where provided, shall form a part of these specifications.

2. CODES AND PERMITS

- A. All work shall be done in full compliance with the National Electrical Code, all applicable state and local codes, requirements and ordinances and applicable requirements of NFPA, UL and other applicable standards.
- B. All equipment and materials shall be new and listed by the Underwriters' Laboratories, Inc., Manufactured in full accordance with applicable ASME, NFPA, NEMA, ANSI, EIA/TIA or IEEE standards.
- C. Secure and pay for all necessary approvals, permits, inspections, etc., and deliver the official records of the granting of such to the tenant without additional cost to the tenant.

3. COORDINATION

- A. Coordinate the work of this section with the work of other sections in ample time for the proper installation and connection. Carefully check space requirements with other trades to ensure that all equipment and materials can be installed in the spaces allotted thereto.
- B. Carefully check the documents of other Divisions to ascertain the requirements of any materials or equipment being furnished or furnished and installed by that Division and provide the proper installation and connections including any control wiring required.
- C. Transmit all information required for work being performed by other trades in ample time for the proper installation and connection and for the provision of all openings required in floors and walls.
- D. Refer to architectural drawings for exact locations of all lighting fixtures, outlets and switches, including mounting heights. Refer to the architectural drawings for finishes of equipment and materials not specified herein.
- E. All interruptions of services (power, fire alarm, water, HVAC, etc.) and all work in occupied tenant spaces (e.g. plumbing or electrical work in an occupied tenant's space below a space under construction) must be scheduled through the building manager a minimum of 2 business days in advance. Any interruptions or construction which will affect normal operation of the building or it's tenants shall be scheduled, with the building manager's approval, on an after-hours basis.
- F. Field core drilling and cutting of holes in the existing structure for the work under this section shall be the responsibility of this contractor. Drilling and cutting shall be coordinated through the general contractor and approved by the building manager. Where the services of a structural engineer are necessary to approve such drilling and cutting, this contractor shall bear the cost of such services. All costs for drilling, cutting, and associated structural reinforcing shall be borne by this contractor.
- G. Cutting and patching of new and existing building finishes for installation of work of this section shall be coordinated through the general contractor and approved by the building manager. Where cutting and patching is approved, it shall be performed by the trades who normally install the work which is being removed and the cost of cutting and patching shall be borne by this contractor.

4. EXISTING CONDITIONS

- A. Before submitting a bid, the contractor shall become thoroughly familiar with actual existing conditions at the building and the present installations to which connections must be made or which must be changed or altered. The intent of the work is shown on the drawings and described herein, and no consideration will be granted by reason of lack of familiarity on the part of the contractor with actual physical conditions at the site.
- B. Schedule all work connecting with existing systems to ensure a minimum of service interruption. Notify the building manager in writing of any planned interruption in service in ample time for the building manager's convenience and proceed with plan only after the building owner's written approval is obtained.
- C. Where specifically called for on the drawings or when permission is specifically given by the tenant or building manager, existing equipment and material may be reused.
- D. Verify and become thoroughly familiar with building systems, such as life safety and emergency lighting and provide for the proper wiring and interconnects where applicable.
- E. This contractor shall repair any fireproofing damaged by this contractor, to the integrity of the original construction.

5. DEMOLITION

- A. Refer to Architectural Demolition and Renovation Plans for scope of area being renovatd and walls to be removed.
- B. Where electrical devices occur in walls being removed, the electrical contractor is responsible for removing all wire and conduit back to a junction to remain, to the homerun junction box or flush with chase walls, floor penetrations or areas where access to the conduit is restricted. Where the circuit it released the electrical contractor shall remove the wire from the breaker and turn the breaker to the off position.
- C. Where electrical devices are removed, it is the responsibility of the electrical contractor to ensure circuit continuity to remaining electrical devices, that are not in areas where the demolition is occurring.
- D. When removing fluorescent lamps, lamps with green end caps may contain mercury. These lamps must be handled carefully so that they don't break, package in an approved box furnished by EH&S and give to EH&S for proper disposal.
- E. For a fluorescent ballasts being removed, treat as PCB waste unless the ballast is labeled "no PCB's". PCB waste is regulated and must be packaged in drums furnished by EH&S and given to EH&S for proper disposal.
- F. Dispose of light fixtures not shown to be reused in accordance with any / all applicable regulation.

6. SUBMITTALS

- A. Prepare and submit detailed shop drawings for electrical equipment as requested herein. Equipment installed without approval thereof shall be done at the risk of this contractor and the cost of removal of such equipment or related work which is judged unsatisfactory for any reason shall be at the expense of this contractor.
- B. During the progress of the work, make a careful record of all instances where the actual installation differs from that indicated on the contract drawings. Where branch circuit conduit connections between individual devices are not shown on the contract documents, as_built drawings shall show the branch circuit connections between devices as actually installed. Upon completion of the installation, furnish two complete sets of reproducible as_built drawings. The drawings shall be submitted to the engineer for approval. After approval they shall become the property of the tenant and building owner. Final payment will be withheld until receipt of the approved as_built drawings.
- C. Submittal reviews for equipment will not be made upon submission of manufacturers' names. Submittal reviews for equipment will be made only after receipt of complete and satisfactory submittals. Equipment will be reviewed for general compliance with the design concepts shown on the Construction Documents. The opinion and judgment of the Engineer shall be final.

- D. Notify the engineer, in writing, within 5 days of award of contract, of the proposed delivery schedule for any equipment or material which will prevent the installation from being completed at the time of the scheduled project completion.
- E. Submit manufacturer's data or shop drawings of the following apparatus, as applicable, giving full information as to dimensions, materials, features, performance data and other information pertinent to the submitted equipment.
- Light fixtures and lamps
Wiring devices
Electrical equipment

7. TESTING

- A. The contractor shall fully test all systems, which the contractor has installed, for proper operation and shall demonstrate such proper operation to the tenant and engineer's representative.
- B. Prior to energization, all new feeder and branch circuit conductors shall be checked for continuity and short circuits.
- C. All new feeder conductors shall have their insulation resistance tested after its installation is complete except for connection at the source and point of termination. Tests shall be made using a Biddler Megger or equivalent test instrument at a voltage of not less than 1,000 volts dc, and after one minute of operation at slip speed. Resistance shall be measured from conductor to conductor and conductor to ground for all installed conductors. Conductors which do not meet or exceed the following insulation resistance values shall be removed, replaced and retested:

WIRE SIZE (AWG)	INSULATION	
	RESISTANCE (OHMS)	
No. 12	1,000 K	
No. 10 and No. 8	250 K	
No. 6 through No. 2	100 K	
No. 1 through No. 4/0	50 K	
250 MCM and larger	25 K	

8. LIGHTING FIXTURES AND LAMPS

- A. Furnish and install light fixtures and lamps as specified on the drawings. Light fixtures shall be complete with all required accessories for proper installation in the ceiling types in which they are installed.
- B. All lighting fixtures and lamps shall be furnished by the electrical contractor, unless noted otherwise on the drawings as reused or relocated existing building standard fixtures furnished by the building owner; or fixtures furnished by the tenant.
- C. Lighting fixtures which are noted to be relocated or reused shall be cleaned and relamped prior to reuse. Damaged or defective lighting fixtures shall not be reused and shall be repaired to like-new condition or replaced with a complete new light fixture. Existing light fixtures which are removed and not reused shall be stored as directed by the building manager.

9. WIRE AND CABLE

- A. Insulation for conductors sized No. 10 AWG and smaller shall be UL Type "THHN/THWN" (rated at 90°C in dry locations and 75°C in wet locations). Insulation for conductors sized No. 8 AWG and larger shall be UL Type "THHN/THWN" (rated at 90°C in dry locations and 75°C in wet locations).
- B. Conductor splices, taps, and terminations shall be made using connectors or lugs approved for the intended use. Preinsulated spring connectors may be used for connections and splices of wire sizes up to No. 8 AWG.
- C. All power wiring shall be color coded to match the existing building color coding schedule. Color coding shall be via color coded insulation or color coded tape at every conductor splice, termination or tap.
- D. Type MC cable shall not be used.
- E. For 120 volt, 20 amp branch circuits with a length of 75' or more to the homerun junction box or first outlet, provide minimum No. 10 AWG conductors to the homerun junction box or first outlet. Where the additional circuit length from the homerun junction box or first outlet to the last outlet exceeds 75', provide minimum No. 10 AWG conductors to the last outlet. For 208 volt, 20 amp branch circuits with a length of 100' or more, provide No. 10 AWG conductors for the entire branch circuit. For 208 volt, 30 amp branch circuits with a length of 100' or more, provide No. 8 AWG conductors for the entire branch circuit. For 277 volt, 20 amp branch circuits with a length of 150' or more, to the first outlet provide No. 10 AWG conductors to the center of the load (minimum first outlet, where there is only one outlet).
- F. Conductors for lighting and power branch circuits shall be of such a size that the drop in potential from the panelboards to the farthest point on the circuits shall not exceed 2% at maximum load and 70% power factor, at 120/208 volts and 1% at maximum load at 277/480 volts.

10. CONDUIT AND BOXES

- A. All power wiring shall be installed in an approved raceway. All control wiring shall be installed in an approved raceway, except that low voltage control wiring may be installed without a raceway, in concealed accessible locations, when a UL_listed plenum rated cable is used. Conduit shall be concealed to the maximum extent possible and when exposed, shall be run parallel and perpendicular to building lines. All conduit shall be independently supported from the building structure. Supports shall be independent from the ceiling system supports.
- B. Schedule 40 rigid PVC conduit shall be used for direct burial.
- C. Rigid galvanized steel (RGS) conduit shall be used for raceways exposed to weather unless noted otherwise.

END OF SPECIFICATIONS



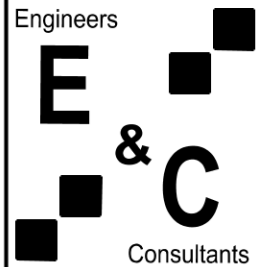
gandy² lighting design

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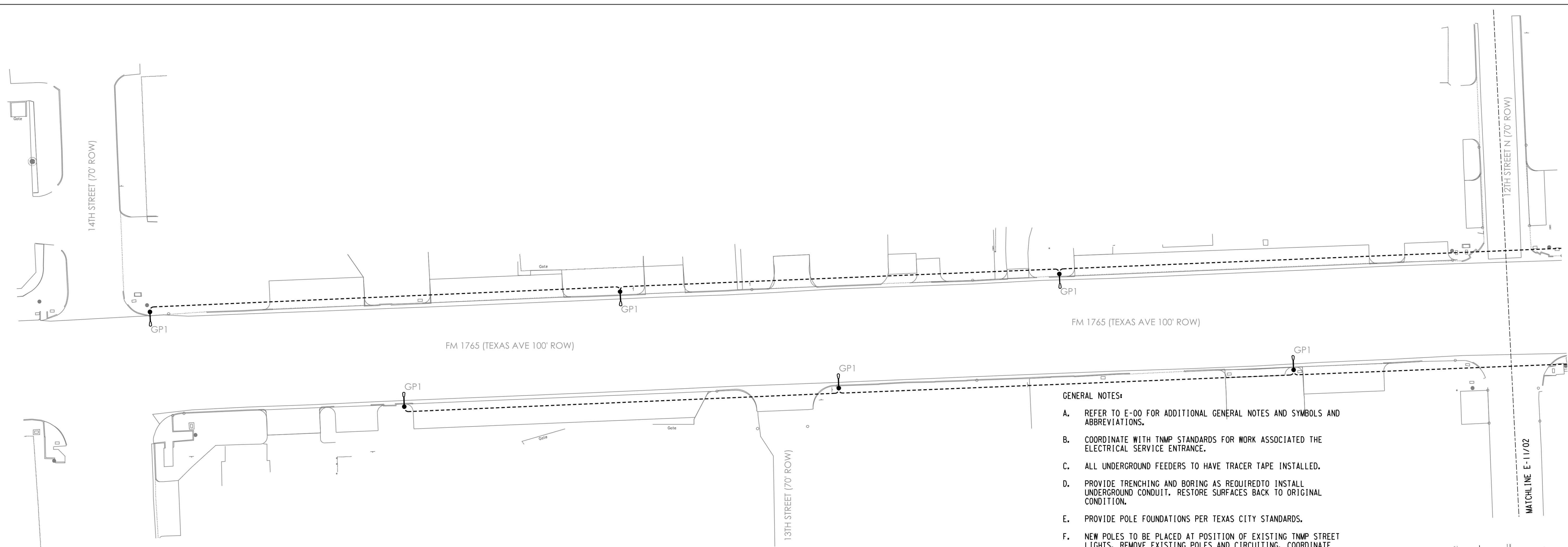
Tel (713) 580-8800
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TX Firm Registration No: F-003068

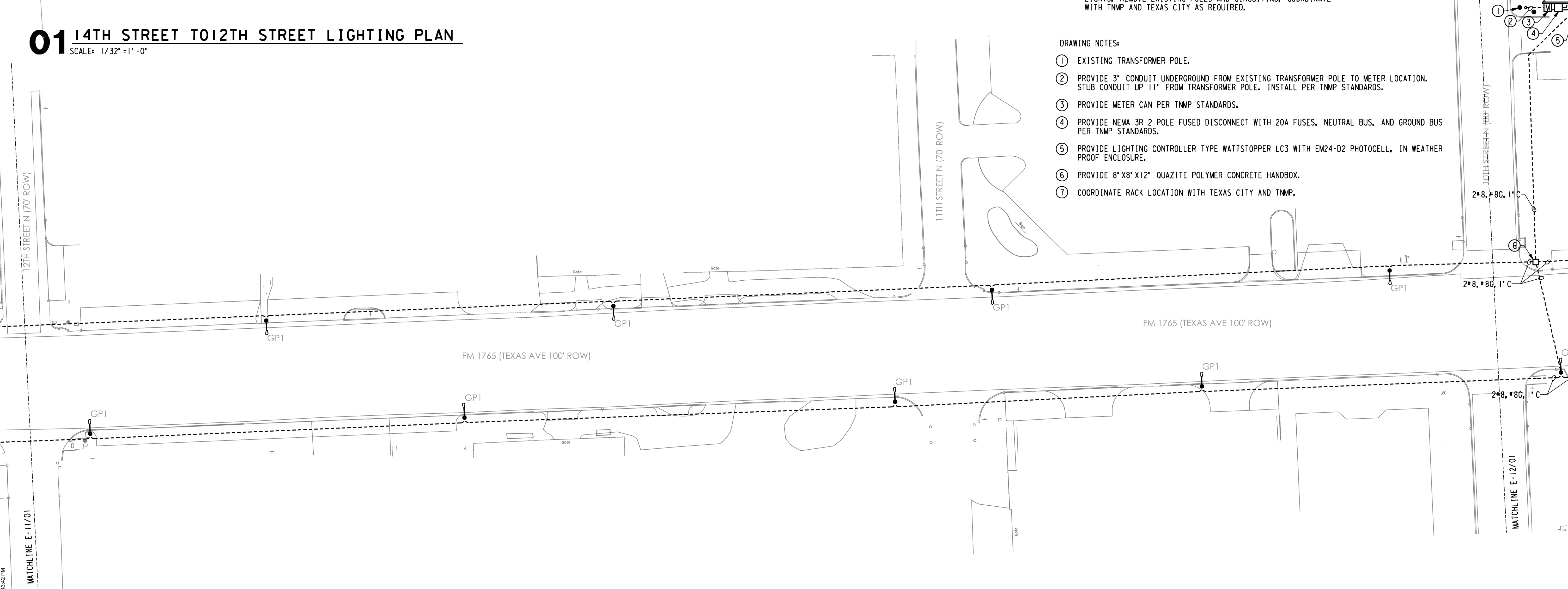
Texas Avenue Street Lighting
Texas City

Revisions

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Scale NONE	
Date 12/17/2020	
Sheet 02 of 05	



01 14TH STREET TO 12TH STREET LIGHTING PLAN
SCALE: 1/32" = 1' - 0"



02 12TH STREET TO 10TH STREET LIGHTING PLAN
SCALE: 1/32" = 1' - 0"

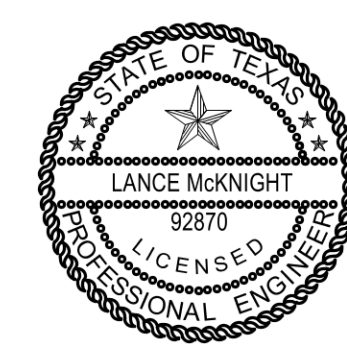
- GENERAL NOTES:
- A. REFER TO E-00 FOR ADDITIONAL GENERAL NOTES AND ABBREVIATIONS.
 - B. COORDINATE WITH TNMP STANDARDS FOR WORK ASSOCIATED THE ELECTRICAL SERVICE ENTRANCE.
 - C. ALL UNDERGROUND FEEDERS TO HAVE TRACER TAPE INSTALLED.
 - D. PROVIDE TRENCHING AND BORING AS REQUIRED TO INSTALL UNDERGROUND CONDUIT. RESTORE SURFACES BACK TO ORIGINAL CONDITION.
 - E. PROVIDE POLE FOUNDATIONS PER TEXAS CITY STANDARDS.
 - F. NEW POLES TO BE PLACED AT POSITION OF EXISTING TNMP STREET LIGHTS. REMOVE EXISTING POLES AND CIRCUITING, COORDINATE WITH TNMP AND TEXAS CITY AS REQUIRED.

- DRAWING NOTES:
- 1 EXISTING TRANSFORMER POLE.
 - 2 PROVIDE 3" CONDUIT UNDERGROUND FROM EXISTING TRANSFORMER POLE TO METER LOCATION. STUB CONDUIT UP 11" FROM TRANSFORMER POLE. INSTALL PER TNMP STANDARDS.
 - 3 PROVIDE METER CAN PER TNMP STANDARDS.
 - 4 PROVIDE NEMA 3R 2 POLE FUSED DISCONNECT WITH 20A FUSES, NEUTRAL BUS, AND GROUND BUS PER TNMP STANDARDS.
 - 5 PROVIDE LIGHTING CONTROLLER TYPE WATTSTOPPER LC3 WITH EM24-D2 PHOTOCELL, IN WEATHER PROOF ENCLOSURE.
 - 6 PROVIDE 8" X 8" X 12" QUARTZITE POLYMER CONCRETE HANDBOX.
 - 7 COORDINATE RACK LOCATION WITH TEXAS CITY AND TNMP.

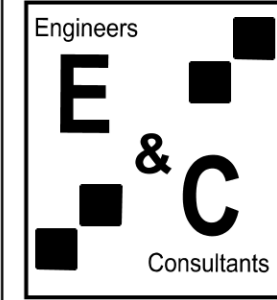


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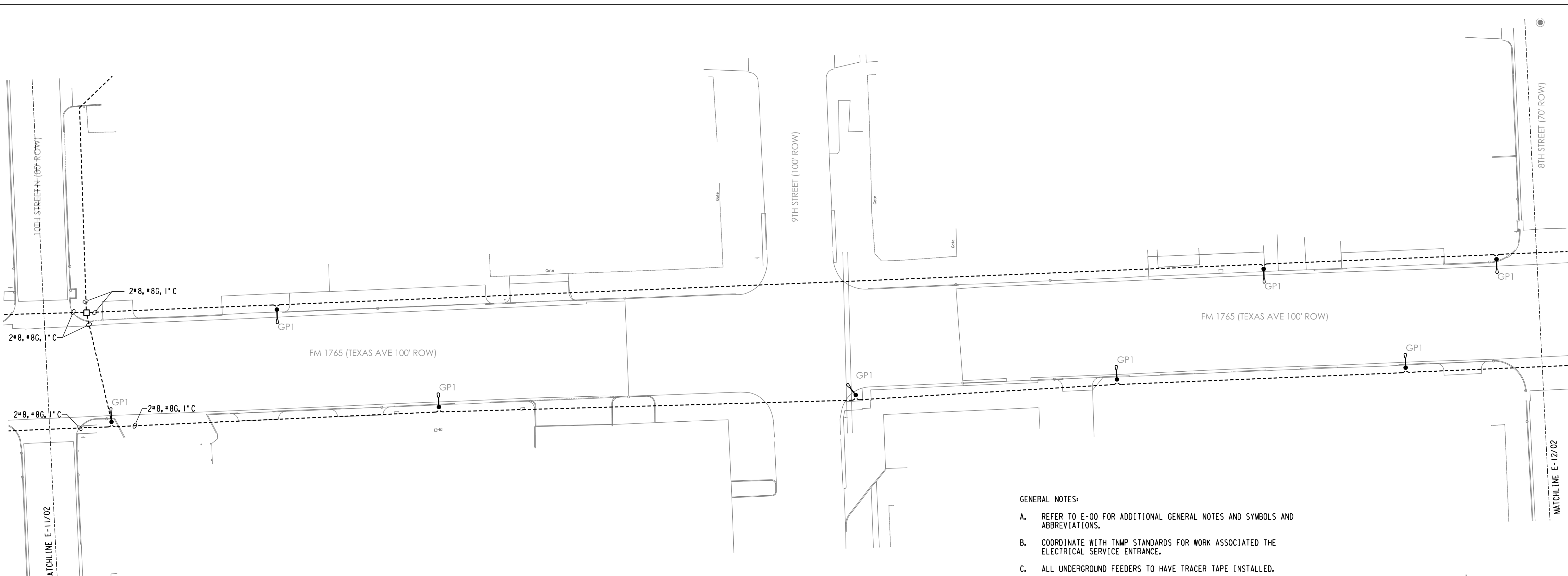


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Texas Avenue Street Lighting
Texas City

Revisions

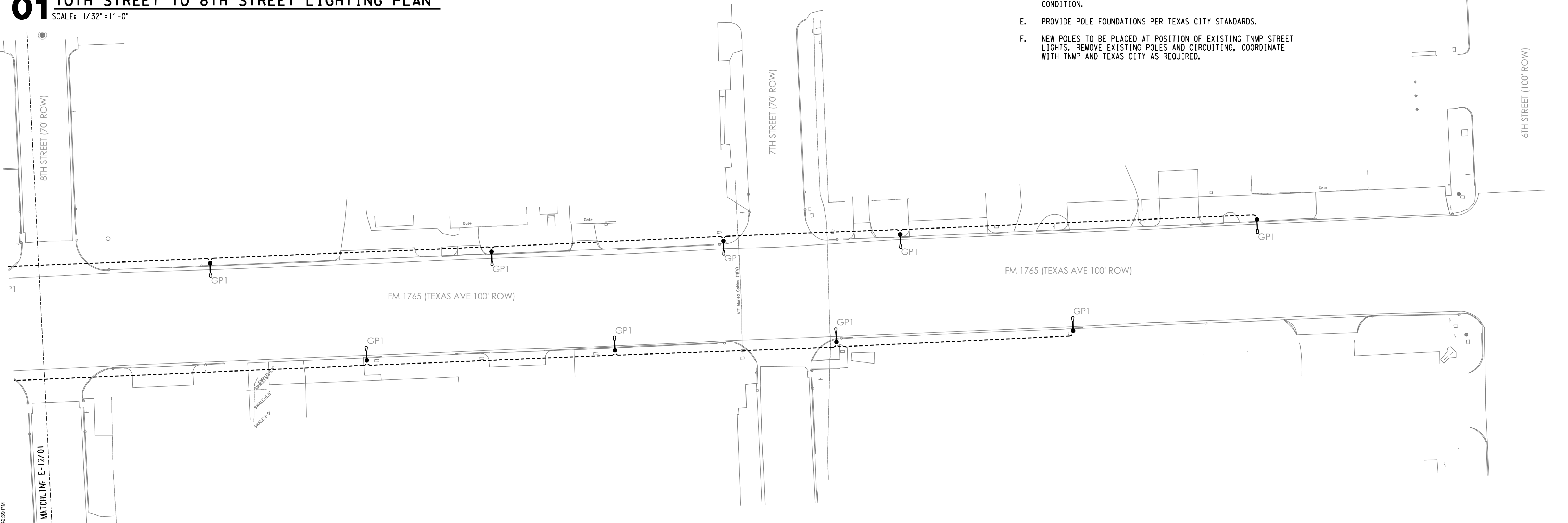
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Scale 1/32"=1'-0"	
Date 12/17/2020	Sheet 03 of 05



01 10TH STREET TO 8TH STREET LIGHTING PLAN

SCALE: 1/32" = 1' - 0"

- GENERAL NOTES:
- A. REFER TO E-00 FOR ADDITIONAL GENERAL NOTES AND SYMBOLS AND ABBREVIATIONS.
 - B. COORDINATE WITH TNMP STANDARDS FOR WORK ASSOCIATED THE ELECTRICAL SERVICE ENTRANCE.
 - C. ALL UNDERGROUND FEEDERS TO HAVE TRACER TAPE INSTALLED.
 - D. PROVIDE TRENCHING AND BORING AS REQUIRED TO INSTALL UNDERGROUND CONDUIT. RESTORE SURFACES BACK TO ORIGINAL CONDITION.
 - E. PROVIDE POLE FOUNDATIONS PER TEXAS CITY STANDARDS.
 - F. NEW POLES TO BE PLACED AT POSITION OF EXISTING TNMP STREET LIGHTS. REMOVE EXISTING POLES AND CIRCUITING, COORDINATE WITH TNMP AND TEXAS CITY AS REQUIRED.



02 8TH STREET TO 6TH STREET LIGHTING PLAN

SCALE: 1/32" = 1' - 0"



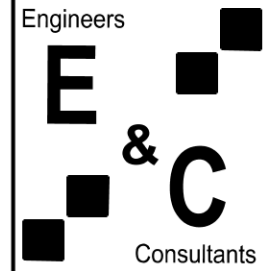
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Texas Avenue Street Lighting
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Revisions

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Date 12/17/2020	Sheet 04 of 05



240 Volt, 1 Phase Utility Power Load Analysis - Texas Avenue Lighting

Lighting



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Engineers



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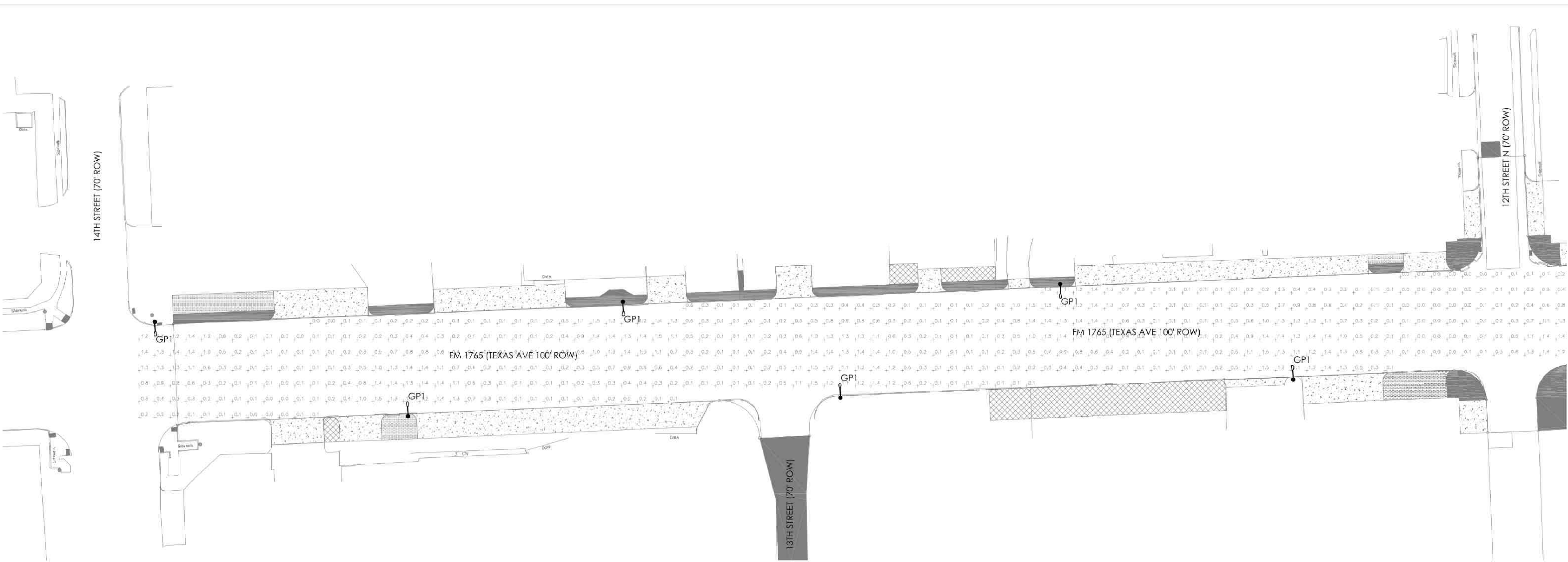
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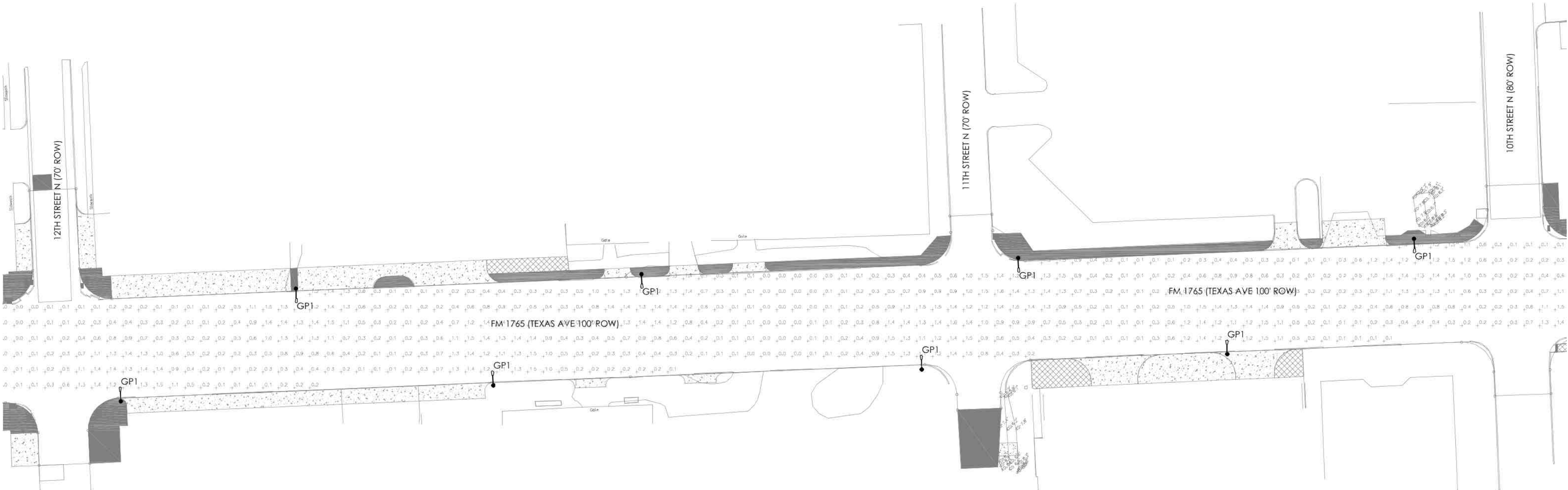
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E-20

Sheet 05 of 05



1 14th Street to 12th Street Photometrics
Scale: 1/32" = 1'-0"



2 12th Street to 10th Street Photometrics
Scale: 1/32" = 1'-0"



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Neither the Client nor his Consultants shall make any changes to the Designer's Drawings, Specifications, or other documents without written permission from the Designer. Such changes include, but are not limited to: substitution and/or by manufacturers, variations in layouts, quality and quantity of fixtures, lamps, etc.

Written dimensions on these drawings shall have precedence over scale dimensions. Contractor shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variation from the dimensions and conditions shown by these drawings.

Texas Avenue Street Lighting
Texas City, Texas
Photometrics

Revisions

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Date 11/17/2020	Sheet 03 of 05



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Texas Avenue Street Lighting
Texas City, Texas
Photometrics

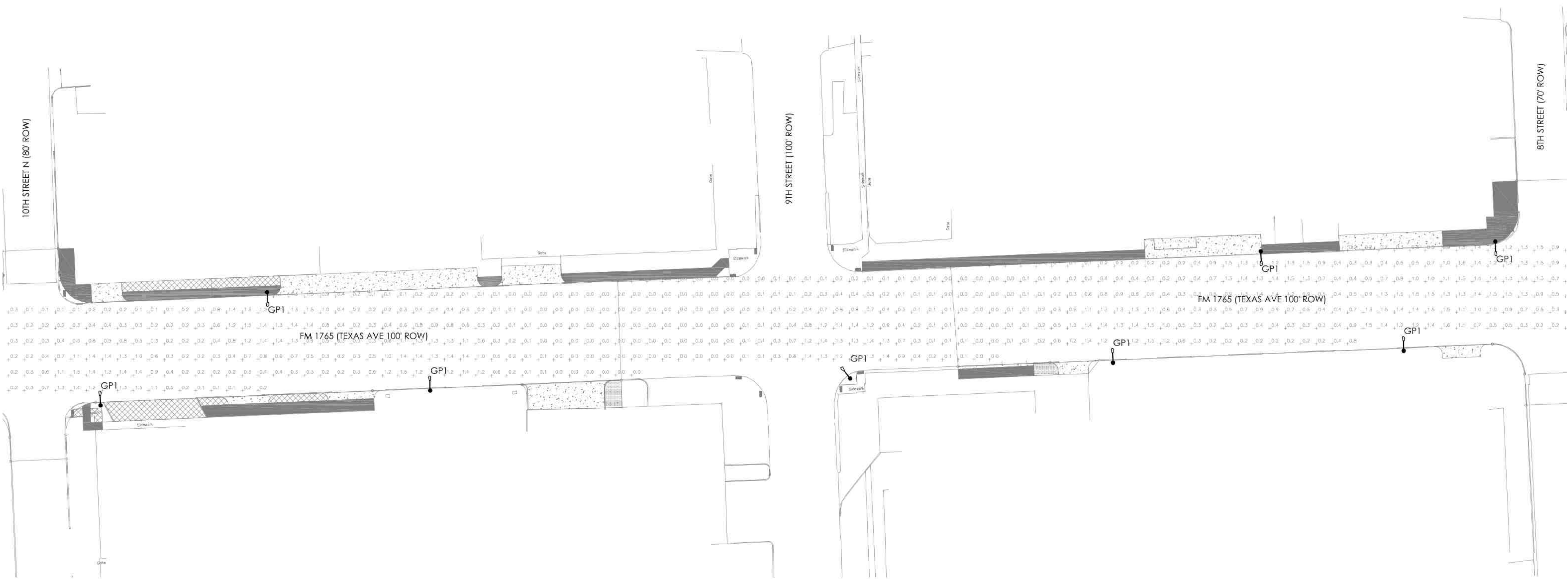
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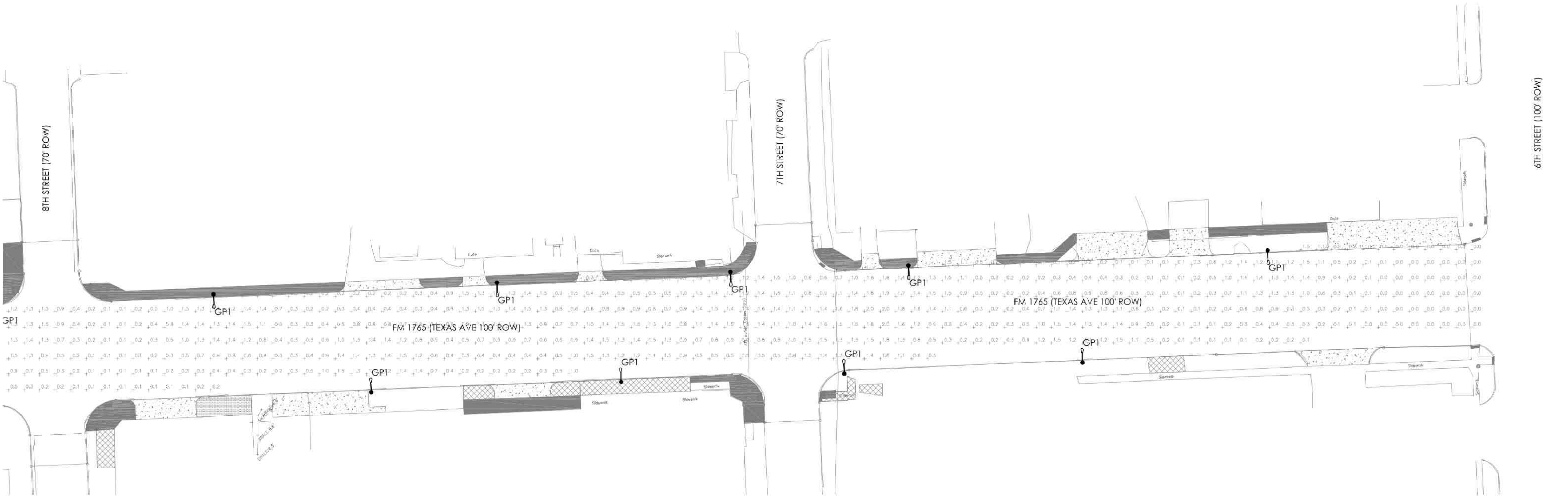
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LT-04

Sheet 04 of 05



1 10th Street to 8th Street Photometrics
Scale: 1/32" = 1'-0"



2 8th Street to 6th Street Photometrics
Scale: 1/32" = 1'-0"

Type	Description	Manufacturer / Number	Voltage	Notes
GP1	Roadway and LED aluminum pole	Holophane / ESPL2 P40 40K AS S B 5 GW DF13 200 BK CLA 16 L5J 17 P12 ABG BK GAC 48/1 CA BKH	Per electrical engineer	See city supplied foundation detail.

1 Lighting Schedule
NTS



Columbia Aluminum Pole
GAC
Esplanade® LED Pedestrian Series



Catalog Number ESPL2 P40 40K AS S B 5 GWDF13 200 BK CLA 16 L5J 17 P12 ABG BK GAC 48/1 CA BKH	
Type:	Notes:

Columbia Aluminum Pole
GAC
Esplanade® LED Pedestrian Series

SPECIFICATIONS

FIXTURE

Esplanade LED Pedestrian
{ESPL2 P40 40K AS S B 5 GWDF13 200 BK}
Prefix: ESPL2
LED Package: LED Performance Package 40
Color Temperature: 4000 Series CCT
Voltage: Auto-Sensing 50/60 HZ (120-277V)
Mounting: Quick Lock Stem Mount
Finish: Black
Optics: Teardrop Symmetric
Skirt: None
Part Night Dimming: None
Prewired Leads: None
Photocontrol Receptacle: None
NEMA Label: None
Photocontrols: None
ROAM Dimming Controls: None
Leveling Filter: GlasWorks Decorative Arm Filter
Pipe: Slips Fits 2.00 Nominal Pipe (2.38") OD
Filter Finish: Black
Filter Photocontrol Receptacle: None
Surge Protector: None
Luminaire EPA: 1.43
Luminaire Weight: 49

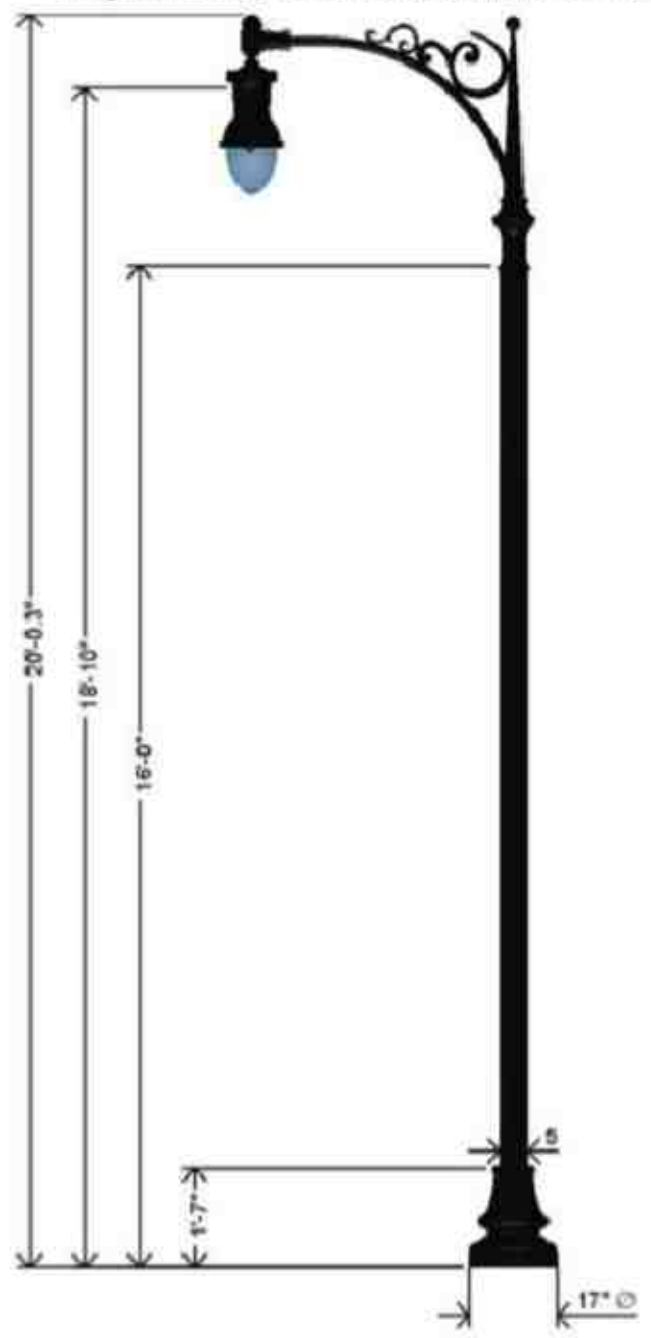
ARM / MOUNTING BRACKET

GAC Series Crossarm; Oriented at 0 degrees.
{GAC 48/1 CA BKH}
Series: GAC Series Roadway Arm
Arm Length: 48" Roadway One Way Arm
Material Type: Cast Aluminum
Arm Finish: Black
Leveling Filter: None
Mounting: None
Filter Finish: None
Photocontrol: None
Cover for Photocontrol: None
Arm EPA: 2.48
Arm Weight: 53

POLE

Columbia Aluminum Pole
{CLA 16 L5J 17 P12 ABG BK}
Prefix: Columbia Aluminum Pole
Height: 16 feet (Actual Height: 16'-0")
Shaft Style: SlatLink 5.25inch Fluted, .25 wall
Base: 17 inch Round Base
Tenon: 3 X 12 Tenon
Pole Mounting: Anchor bolts, galvanized steel
Finish: Powder Coat Paint Finish, Black
Base EPA: 1.6265
Base Weight: 175
Anchor Bolt: AB-31.4

Your Assembly Wind Load status: Pass
Passed for wind speed: 90 MPH
For further details, review the Structural Analysis Report.

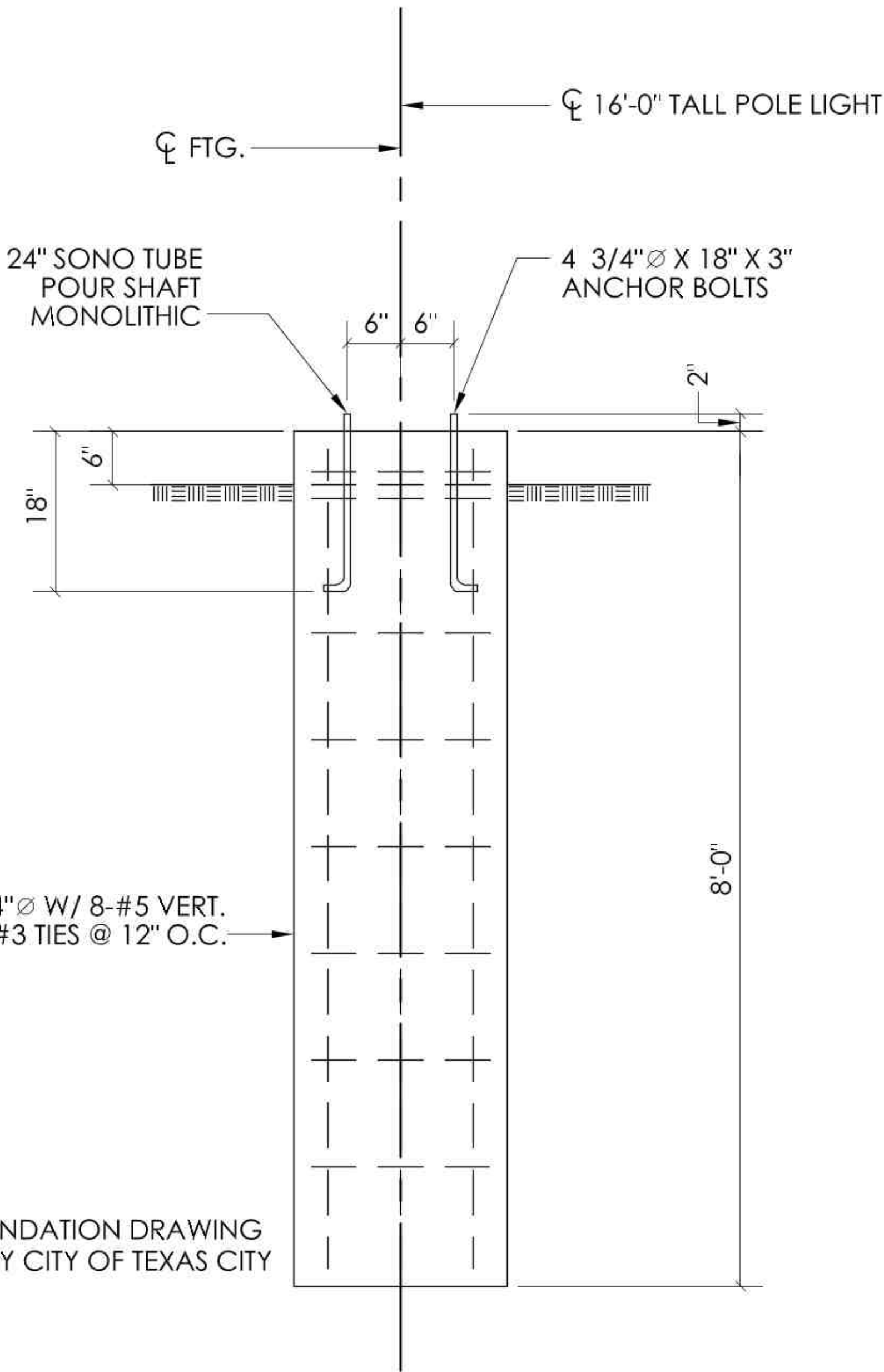


Anchorage/Orientation Plan



Hand Hole is at 0 deg.

Customer Approval:		Job Name: <u>Texas Ave. City of Texas City</u>
signature _____ date _____		Client Name: _____
Created By: Anthony Kennedy		Date: 06-Aug-20
Catalog #ESPL2 P40 40K AS S B 5 GWDF13 200 BK CLA 16 L5J 17 P12 ABG BK GAC 48/1 CA BKH		Dwg. # HLP-54906 Page: 2 of 2



NOTE: FOUNDATION DRAWING
SUPPLIED BY CITY OF TEXAS CITY



gandy² lighting design

6101 north main street
houston, texas 77009
713.489.5111

Copyright © 2020
Gandy Squared Lighting Design, LLC
Ownership and copyright for all documents and
designs created by Gandy Squared Lighting Design,
LLC hereunder shall remain the exclusive property of
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in writing and with appropriate compensation to
Gandy Squared Lighting Design, LLC.

The Lighting Designer shall not be responsible for the
means, methods, techniques, sequences or
procedures on construction or installation, or for the
acts and omissions of the Client, the Client's
Consultant's, or the Contractor.

Neither the Client nor his Consultants shall make any
changes to the Designer's Drawings, Specifications, or
other documents without written permission from the
Designer. Such changes include, but are not limited
to: substitution or and/or by manufacturers, variations
in layouts, quality and quantity of fixtures, lamps, etc.

Written dimensions on these drawings shall have
precedence over scale dimensions. Contractor shall
verify and be responsible for all dimensions and
conditions on the job and this office must be notified
of any variation from the dimensions and conditions
shown by these drawings.

Texas Avenue Street Lighting
Texas City, Texas

Revisions

Drawn KED	Sheet Number LT-05
Checked LTG	
Scale: 1"=1'-0"	
Date 11/17/2020	Sheet 05 of 05

2 Lighting Cutsheet
NTS

3 Foundation Detail
Scale: 1"=1'-0"

TCEDC Agenda**6. d.****Meeting Date:** 04/13/2021**Submitted By:** Rhomari Jackson, Management Services**Department:** Management Services

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-10, approving the sale of TCEDC Property located at 6th Street North Lot 225796, to Brazos Urethane Inc.

BACKGROUND

- a. Brazos Urethane Inc. is a local roofing, waterproofing, and insulation contractor, currently located at 1031 6th Street North.
- b. In October 2020, Brazos Urethane's staff reached out to Texas City staff inquiring about the vacant lot across 6th Street from their current building.
- c. After discussion with staff, it was agreed that it would be beneficial for both parties to sale the property to Brazos Urethane Inc. for the purposes of expanding their offices. It was further agreed that Brazos Urethane would

ANALYSIS**ALTERNATIVES CONSIDERED**

Attachments

Resolution
Staff Report
Exhibit A

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 21-10

A RESOLUTION APPROVING THE SALE TEXAS CITY ECONOMIC DEVELOPMENT PROPERTY LOCATED AT 6th STREET NORTH – LOT 225796 TO BRAZOS URETHANE INC.; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on April 13, 2021, a general discussion was held concerning the sale of Texas City Economic Development Corporation property located at 6th Street North – Lot 225796 to Brazos Urethane Inc.; and

WHEREAS, Brazos Urethane Inc. is currently located at 1031 6 th Street North. The sale of the above mentioned property will allow Brazos Urethane Inc. to expand their office; and

WHEREAS, City staff recommends that the TCEDC sale of this property for a full payment of \$25,000.00.

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

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves the sale of Property in **Exhibit “A”** attached hereto and incorporated herein.

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

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

PASSED AND ADOPTED this 13th day of April 2021.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation



Staff Report

April 13, 2021

Texas City Economic Development Corporation

Subject: Consideration of the Approval the Sale of TCEDC Owned Property at 6th Street North – Lot 225796 to Brazos Urethane Inc.

I. **Background**

- a. Brazos Urethane Inc. is a local roofing, waterproofing, and insulation contractor, currently located at 1031 6th Street North.
- b. In October 2020, Brazos Urethane's staff reached out to Texas City staff inquiring about the vacant lot across 6th Street from their current building.
- c. After discussion with staff, it was agreed that it would be beneficial for both parties to sale the property to Brazos Urethane Inc. for the purposes of expanding their offices. It was further agreed that Brazos Urethane would improve the screening and overall appearance of their storage lot across 11th Avenue North.

II. **Current Situation**

- a. The Economic Development Corporation is requested to consider approval of a sale of TCEDC owned property to Brazos Urethane Inc.
- b. This further states that Brazos Urethane Inc. will provide full payment of \$25,000 for the property. As well as improve the screening and overall appearance of their storage lot along 11th Avenue North.

III. **Recommendation**

- a. Approve the Sale of TCEDC Owned Property at 6th Street North – Lot 225796.

IV. **Fiscal Impact Report**

- a. Staff: Garrett McLeod
- b. Sale of Property: \$25,000

V. **Economic Impact**

- a. Enhances property values, provides necessary infill development along 6th Street North.

Respectfully Submitted,

Garrett C. McLeod
Economic Development Director



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

2-12-18

UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are Texas City Economic Development (Seller) and Scoggins Holdings TCLLC (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** Lot **see special provisions., Block , Addition,

City of Texas City, County of Galveston, Texas, known as

(address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing. \$ 25,000.00
- B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. \$
- C. Sales Price (Sum of A and B) \$ 25,000.00

4. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: NA

5. **EARNEST MONEY:** Within 3 days after the Effective Date, Buyer must deliver \$ 500.00 as earnest money to Stewart Title/Debbie Self, as escrow agent, at 905 Logan Street, Texas City Texas (address). Buyer shall deposit additional earnest money of \$ to escrow agent within days after the effective date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. **Time is of the essence for this paragraph.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Stewart Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - ☐ (i) will not be amended or deleted from the title policy; or
 - ☒ (ii) will be amended to read, "shortages in area" at the expense of ☒ Buyer ☐ Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address

TXR 1607 Initialed for identification by Buyer [Signature] and Seller

TREC NO. 9-13

shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- ☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☒ (2) Within 20 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: **Construction of Building to accommodate buyer's needs.**

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

- E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.
- B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.
- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.
8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
9. **CLOSING:**
- A. The closing of the sale will be on or before April 30, 2021, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
 - B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
10. **POSSESSION:**
- A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
 - B. Leases:
 - (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
 - (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.
11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)
- *NE Corner of 6th Street and 11th Ave**
Buyer has agreed to erect a fence on his property currently being used as a laydown yard - ABST 205
PAGE 5 LOTS 1 THRU 7 & ALLEY BLK 295 TEXAS CITY.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ NA to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer

at: Jon Branson

Phone: _____
Fax: _____
E-mail: Jbranson@texascitytx.gov

To Seller

at: _____

Phone: (409)553-9897
Fax: _____
E-mail: D.Scoggins@brazosurethane.com

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|--|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input checked="" type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |

Contract Concerning Texas City, Page 7 of 9
(Address of Property)

2-12-18

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 100.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 60 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☒ will ☐ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: _____

Seller's
Attorney is: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____, _____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Authentisign

Scoggins Holdings TCLLC

Buyer
1/21/2021 8:54:48 PM GMT
Scoggins Holdings TCLLC

Seller
Texas City Economic Development

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-13. This form replaces TREC NO. 9-12.

BROKER INFORMATION

(Print name(s) only. Do not sign)

Wyatt Real Estate LLC

596213

Other Broker Firm License No.

represents ☒ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Listing Broker Firm License No.

represents ☐ Seller and Buyer as an intermediary
☐ Seller only as Seller's agent

Sherry Capps

656111

Associate's Name License No.

sherry@wyattrealestate.net **(409)457-3389**
Associate's Email Address Phone

Listing Associate's Name License No.

Listing Associate's Email Address Phone

David Wyatt

Licensed Supervisor of Associate License No.

1005 21st Street
Texas City, Texas **(409)457-3389**

Other Broker's Address Phone

Licensed Supervisor of Listing Associate License No.

Listing Broker's Office Address Phone

Texas City **TX** **77590**

City State Zip

City State Zip

Selling Associate's Name License No.

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Contract Concerning _____ **Texas City,** _____ Page 9 of 9
(Address of Property)

2-12-18

OPTION FEE RECEIPTReceipt of \$ _____ (Option Fee) in the form of _____
is acknowledged._____
Seller or Listing Broker_____
Date**EARNEST MONEY RECEIPT**Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged._____
Escrow Agent_____
Received by_____
Email Address_____
Date/Time_____
Address_____
Phone_____
City_____
State_____
Zip_____
Fax**CONTRACT RECEIPT**

Receipt of the Contract is acknowledged.

Escrow Agent_____
Received by_____
Email Address_____
Date_____
Address_____
Phone_____
City_____
State_____
Zip_____
Fax**ADDITIONAL EARNEST MONEY RECEIPT**Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged._____
Escrow Agent_____
Received by_____
Email Address_____
Date/Time_____
Address_____
Phone_____
City_____
State_____
Zip_____
Fax



ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES, AND WETLANDS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

(Address of Property)

- ☒ A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- ☒ B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- ☒ C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within 50 days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

Authentisign

Scoggins Holdings TCLLC

03/01/2021

Buyer 2021 4:59:14 PM GMT

Scoggins Holdings TCLLC

Seller

Texas City Economic Development

Buyer

Seller

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