

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JUNE 5, 2024 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

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

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) PROCLAMATIONS AND PRESENTATIONS
 - (a) Promotions from Firefighter to Engineer:
Donald Mack
David Milling
Savana Schroeder
Austin Staner
- (5) REPORTS
 - (a) Senior Citizens Program (Recreation and Tourism)
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA
 - (a) Approve City Commission Minutes for May 15, 2024 Regular Called Meeting and the May 15, 2024 Special Called Meeting. (City Secretary)

- (b) Consider and take action on Resolution No. 2024-072, appointing member(s) to fill vacancies to the Lago Mar Development Authority and TIRZ No. 1 Board of Directors. (City Secretary)

(8) REGULAR ITEMS

- (a) Consider and take action on the third and final reading of Ordinance No. 2024-14, amending Chapter 96 "Fire Prevention and Protection: Fireworks" related to adoption of the 2024 International Fire Code and including amendments of certain sections. (Fire Department)
- (b) Consider and take action on Resolution No. 2024-071, members of the City Commission shall elect one of their members to serve as mayor pro tem, in accordance with Article III, Section 2 of the Texas City Charter. (City Secretary)
- (c) Consider and take action on Ordinance No. 2024-15, for KB Homes to satisfy the requirements of the Vida Costera PUD Affirmation. (Transportation and Planning)
- (d) Consider and take action on Ordinance No. 2024-16, amending the fiscal year 2023-2024 budget for new HVAC units at the Sanders Center and Carver Center. Funds in the amount of \$150,000 will be moved from the General Fund 101-000-39000 to GF R & T Maintenance - Building 101-401-53540. (Finance)

(9) COMMISSIONERS' COMMENTS

(10) MAYOR'S COMMENTS

(11) ADJOURNMENT

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

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

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON MAY 31, 2024, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 06/05/2024

Promotions: Mack, Milling, Schroeder, Staner

Submitted For: David Zacherl, Fire Department

Submitted By: Cynthia Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Promotions from Firefighter to Engineer:

Donald Mack

David Milling

Savana Schroeder

Austin Staner

BACKGROUND (Brief Summary)

NA

RECOMMENDATION

NA

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 06/05/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Senior Citizens Program (Recreation and Tourism)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report



City of Texas City

Nessler Senior Program

City Commission June 5, 2024

Department of Parks, Recreation & Tourism



Nessler Senior Center

The City of Texas City Nessler Senior Program has been in existence since 1976 welcoming adults ages 55 and older. The center is a recreational facility that strives to provide a diversity of programs and services by promoting recreation, socialization, education, mental and physical well-being.

“Our goal is to keep older adults independent and healthy as long as possible”.

Senior Center Benefits:

- ☐ No Fee to Join. However, there are fees associated with specific activities.
- ☐ No Fee for Transportation or Congregate Meal Program
- ☐ Helps prevent isolation & loneliness
- ☐ Engages the mind and body
- ☐ Connect with peers
- ☐ Resources and Referrals

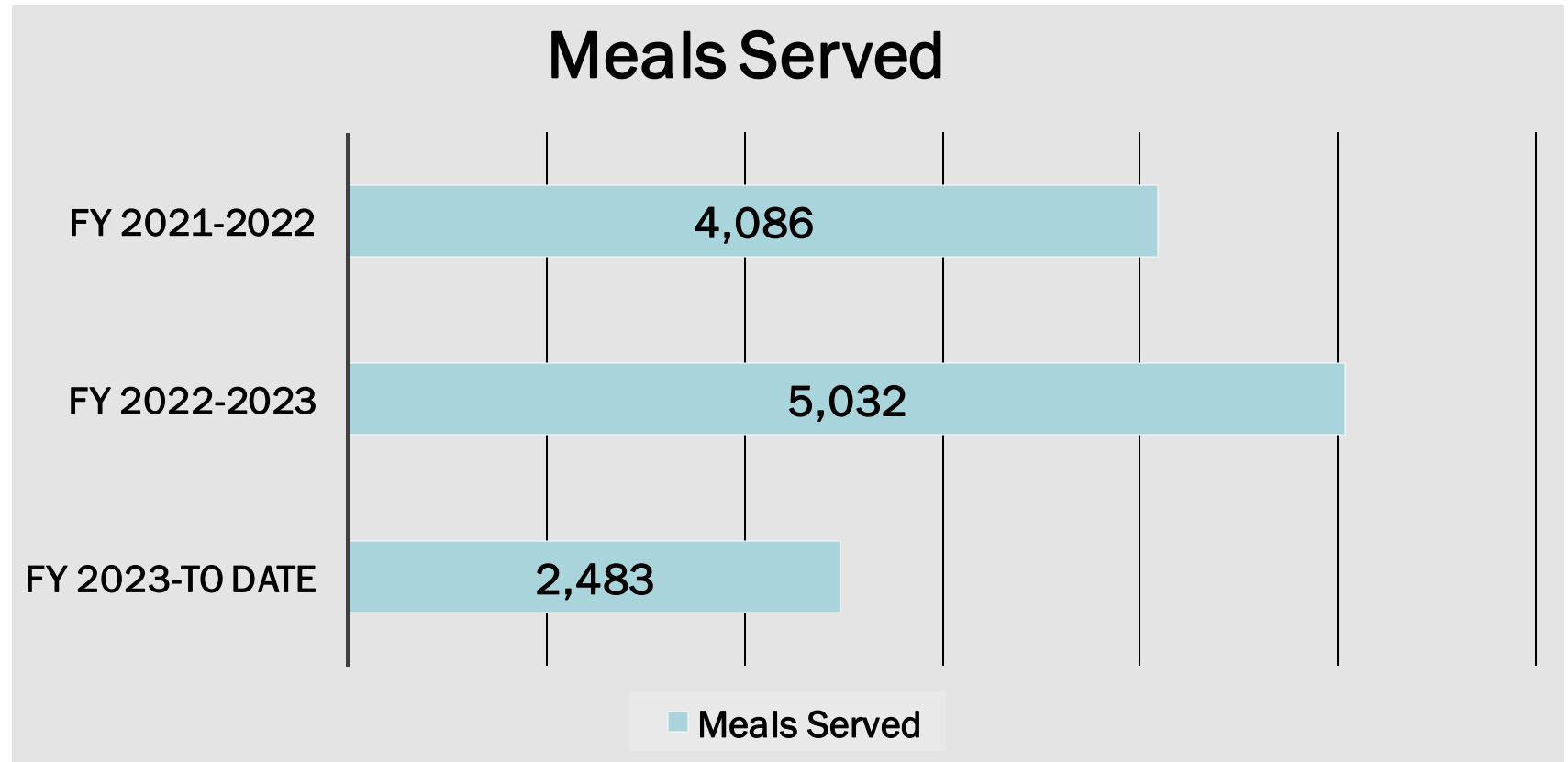


Congregate Meal Program

The Nessler Center is one of the five nutrition sites in Galveston County that provides a daily nutritious lunch five days a week to persons 60 years or older. The program is funded through the Houston Galveston Area Agency on Aging , Title III Federal Funding.

The program aims to:

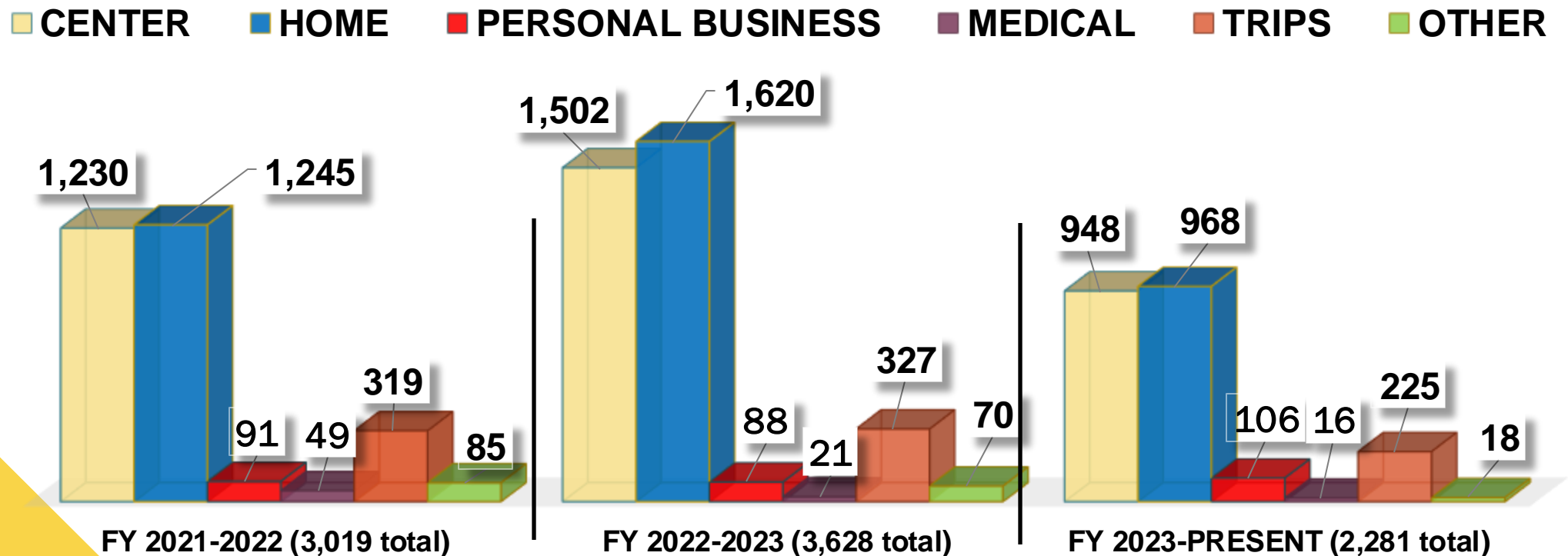
- Improve Nutrition
- Dietary Variety
- Social Connection
- Food Security, etc.



Transportation Services

Transportation is provided for actively enrolled members of the senior program. Seniors are transported to and from their homes, special outings, medical appointments, personal business, etc. The program receives funding from United Way Mainland to support the position of (1) Full-Time Driver/Rec Aide.

TRANSPORTATION SERVICES



Other Programs...

- Resources and Referrals Monthly Presentations
- Health Screenings
- Support Groups
- Presentation Therapy
- Stretchersize
- Health and Food Classes
- Games
- Special Outings: dances, plays, parades, etc.
- Arts & Crafts
- Intergenerational Programs
- Volunteer Opportunities

GeoFit Classes



UTMB Student Center



CarFit Program



Percussion Therapy

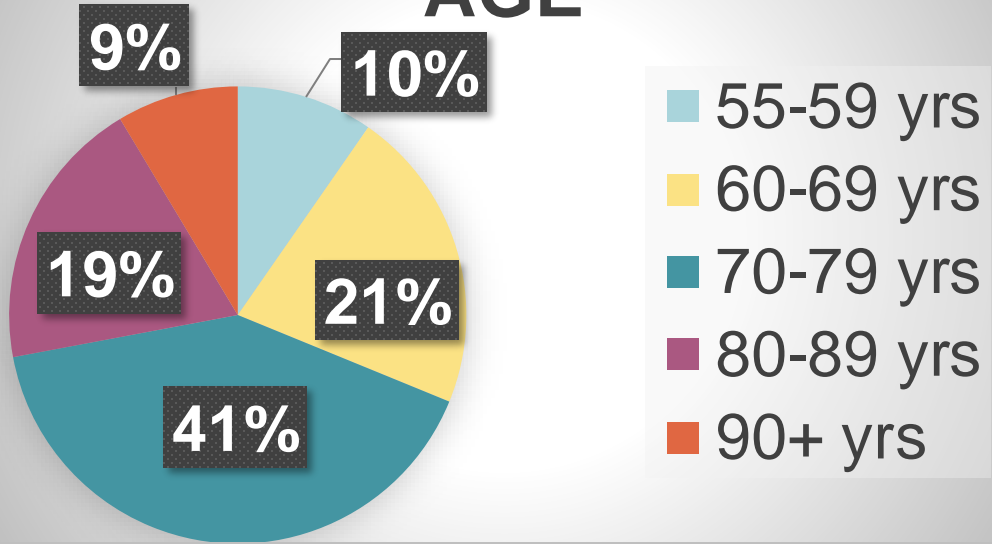


2023 Nutcracker Performance

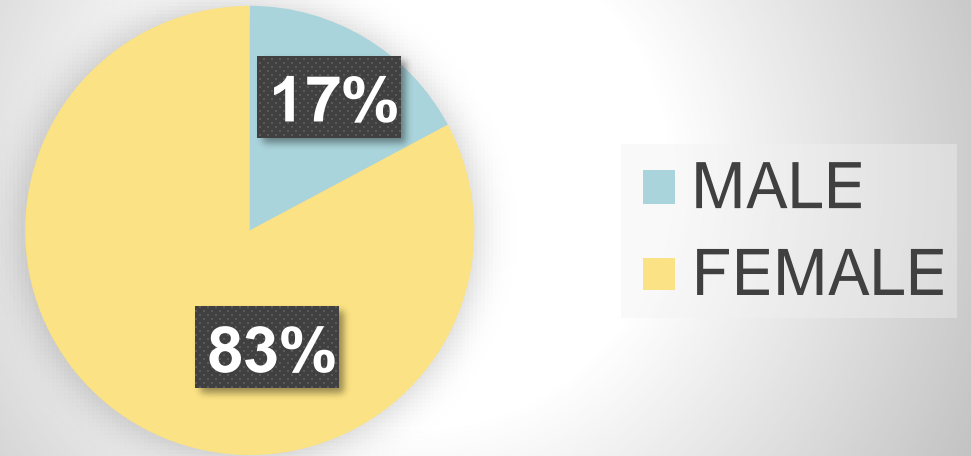


Demographics

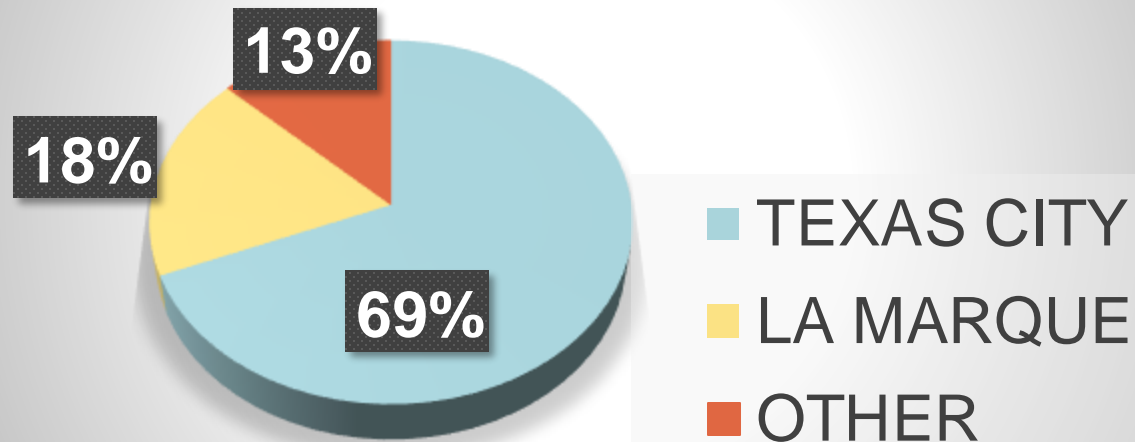
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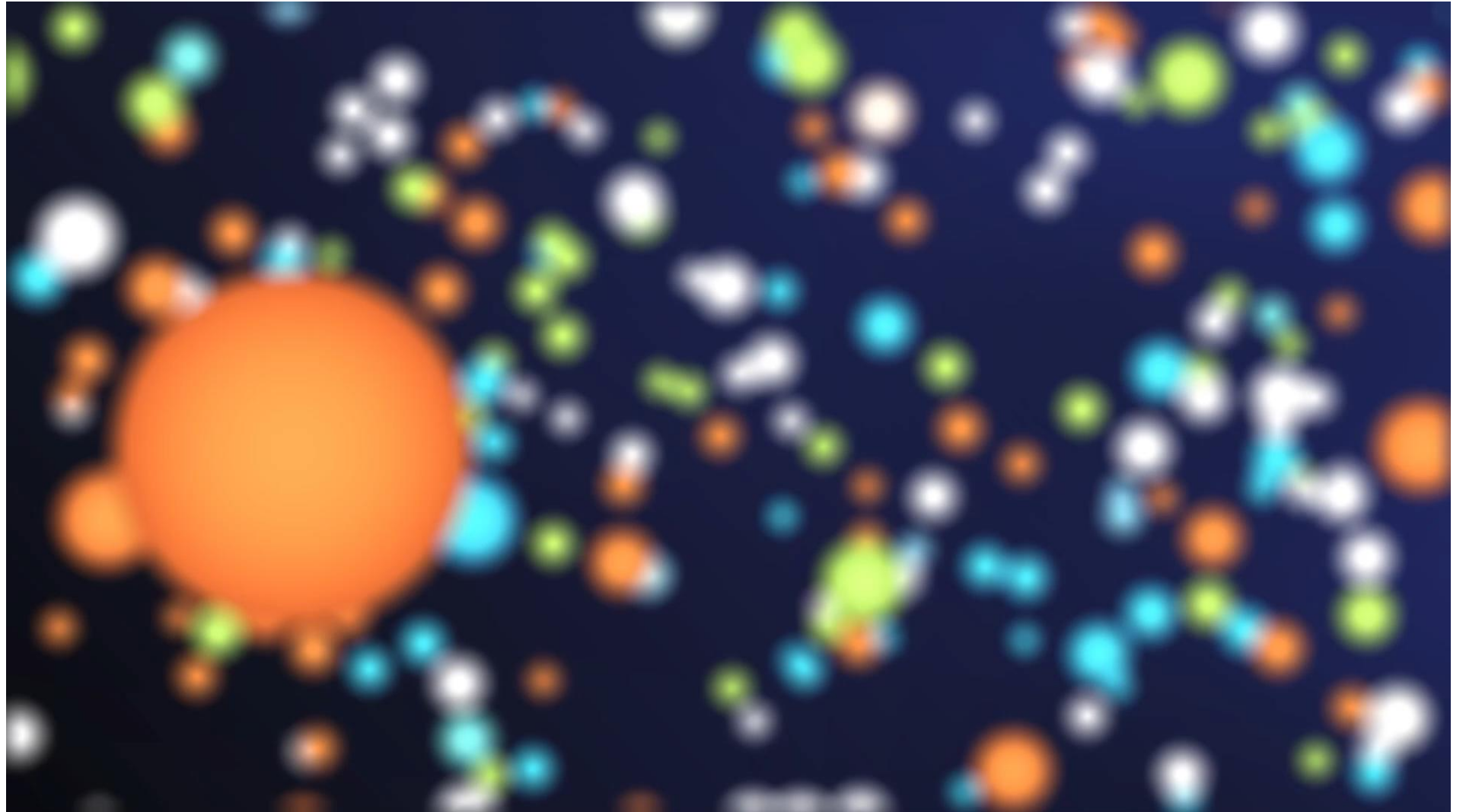
GENDER



GEOGRAPHICAL AREAS



Senior Video!



CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 06/05/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for May 15, 2024 Regular Called Meeting and the May 15, 2024 Special Called Meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Minutes

Minutes

CITY OF TEXAS CITY
SPECIAL CALLED CITY COMMISSION MEETING

MINUTES

MAY 15, 2024 - 4:00 P.M.

KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

(1) ROLL CALL

Present: Dedrick D. Johnson, Mayor
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem
Abel Garza, Jr. , Commissioner At-Large
DeAndre' Knoxson, Commissioner District 1
Felix Herrera, Commissioner District 2
Dorthea Jones Pointer, Commissioner District 3
Jami Clark, Commissioner District 4

(2) INVOCATION

Led by Mayor Dedrick D. Johnson, Sr.

(3) PLEDGE OF ALLEGIANCE

Led by Commissioner District 2 Felix Herrera.

(4) CANVASSING ELECTION RESULTS

(a) Consider and take action on Resolution No. 2024-062, Canvassing the election returns for the City of Texas City's General Election held on Saturday, May 4, 2024. (City Secretary)

Rhomari Leigh, City Secretary, read the final and official results from the City of Texas City's General Election held on Saturday, May 4, 2024.

Motion By Commissioner District 2 Felix Herrera, Second By Commissioner District 1 DeAndre' Knoxson

Vote: 7 - 0 CARRIED

- (b) Oath of Office: Oath of Office given to candidates who are declared winners from the May 4, 2024, Texas City General Election. (City Secretary)

- (c) Ceremonial Oath of Office: Each newly sworn-in Officer may have a Ceremonial Oath administered by a person of their choosing. (City Secretary)

PUBLIC COMMENTS

There were none.

- (5) ADJOURNMENT

- (6) Having no further business, Mayor Dedrick D. Johnson made a MOTION to ADJOURN at 4:35 p.m.; the motion was SECONDED by Commissioner At-Large Thelma Bowie. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, MAY 15, 2024 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, MAY 15, 2024, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:01 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

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

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 1 DeAndre Knoxson.

4. PROCLAMATIONS AND PRESENTATIONS

a.	Anthony Charles	Police	05/12/2014	10 years
	Brittany Coburn	Sanitation	05/29/2009	15 years
	Thomas Robison	Police	05/24/2009	15 years
	Beau Seelen	Public Works	05/19/2009	15 years
	Erskin Hill	Public Works	05/19/2009	15 years
	Justin Riedel	Fire	05/18/2009	15 years
	William Behan	Fire	05/18/2009	15 years
	Francis Cook	Municipal Court	05/14/2009	15 years
	Ricardo Ramos	Bayou Golf	05/05/2009	15 years
	Terry Stinson	Fire	05/03/2004	20 years

b. National Safe Boating Week Proclamation

Received by members of the United States Coast Guard Auxiliary - Flotilla 6-8, Station Galveston.

- c. Recognize the 2024 Fair Housing Art Contest Winner: Jaqueline Gonzalez

Jon Branson, Executive Director of Management Services, presented the 2024 Fair Housing Art Contest Winner, Jaqueline Gonzalez, with a Microsoft Surface Pro 9 13" tablet with a keyboard donated by GrantWorks.

5. REPORTS

- a. Texas City's Annual Comprehensive Financial Report for the fiscal year 2022 – 2023.

Patrick Simmons, Whitley Penn, presented the Comprehensive Financial Report for the fiscal year 2022 – 2023.

6. PUBLIC COMMENTS

Barbra White, resident, and Rhichar Holcomb, non-resident, both spoke before City Commission.

7. CONSENT AGENDA

A motion was made by Commissioner District 1 DeAndre Knoxson to approve Consent Agenda items a, b, c, d, e, f, g, and h. The motion was seconded by Commissioner District 4 Jami Clark.

- a. Approve City Commission Minutes for the May 1, 2024 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2024-063, approving the appointment of Yolanda Mejia to the Civil Service Commission to fill a vacant term. (City Secretary)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2024-064, authorizing the Mayor to execute a contract with Semper Striping for Bid No. 2024-455, 2024 Pavement Striping at Various Locations. (Public Works)

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 2024-065, authorizing the Mayor to enter into a contract with LG&G Construction, Inc. for Bid No. 2024-454, Security Fence Replacement at the City of Texas City's Wastewater Treatment Plant. (Public Works)

Vote: 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 2024-066, authorizing the Mayor to enter into a contract with TUF Industrial, Inc. for Bid No. 2024-006 Right - Of - Way Tree Trimming Annual Contract. (Public Works)

Vote: 7 - 0 CARRIED

- f. Consider and take action on Resolution No. 2024-067, authorizing the Mayor to enter into a contract with INEOS Calibrian for Bid No. 2024-009 Sodium Bisulfite Annual Contract. (Public Works)

Vote: 7 - 0 CARRIED

- g. Consider and take action on Resolution No. 2024-068, authorizing the purchase and installation of new HVAC units at the Sanders Center and Carver Centers from Gowan-Garrett Inc. via Choice Partners Contract No. 22/049MF-10. (Public Works)

Vote: 7 - 0 CARRIED

- h. Consider and take action on Resolution No. 2024-069, authorizing the Mayor to enter into a contract with Brenntag Southwest, Inc. for Bid No. 2024-008 Sodium Hypochlorite Solution Annual Contract. (Public Works)

Vote: 7 - 0 CARRIED

- i. Consider and take action on Resolution No. 2024-070, approving and awarding RFP No. 2024-005 Management and Operations of the Bayou Golf Course Snack Bar and Food Concession to Bayou Birdies. (Recreation and Tourism)

Item was pulled by Commissioner District 1 DeAndre Knoxson.

Mike Skiba, Head Golf Pro, stated the Recreation & Tourism and Purchasing departments recommend the "Bayou Birdies" Proposal submitted by owners Brain Hayes, Evelyn Hayes, and Jonathan Ciabattoni.

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

Vote: 7 - 0 CARRIED

8. REGULAR ITEMS

- a. Consider and take action on the second reading of Ordinance No. 2024-14, amending Chapter 96 "Fire Prevention and Protection: Fireworks" related to adoption of the 2024 International Fire Code and including amendments of certain sections. (Fire Department)

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

Vote: 7 - 0 CARRIED

9. ADJOURNMENT

Having no further business, Commissioner At-Large Abel Garza, Jr. made a MOTION to ADJOURN at 5:45 p.m.; the motion was SECONDED by Commissioner At-Large Thelma Bowie. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 06/05/2024

Appoint to Lago Mar Development Authority and TIRZ No. 1 Board of Directors

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Consider and take action on Resolution No. 2024-072, appointing member(s) to fill vacancies to the Lago Mar Development Authority and TIRZ No. 1 Board of Directors. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2024-072

A RESOLUTION APPOINTING FELIX HERRERA TO THE TAX INCREMENT REINVESTMENT ZONE (TIRZ) NUMBER ONE AND LAGO MAR DEVELOPMENT AUTHORITY BOARD OF DIRECTORS TO FILL A VACANT TERM; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on December 20, 2006, the City Commission adopted Ordinance No. 06-45 creating and designating a reinvestment zone identified as Reinvestment Zone Number One ("Zone"); and

WHEREAS, on July 18, 2007, the City Commission approved Resolution No. 07-84 creating Lago Mar Development Authority, a local government corporation to aid and assist the City in the promotion of the common good and general welfare of the area in and around Reinvestment Zone Number One; and

WHEREAS, in order to continue the uninterrupted and efficient operation of the Tax Reinvestment Zone Number One and Lago Mar Development Authority, it is necessary for the Mayor of the City of Texas City to appoint members to fill the positions as needed.

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

SECTION 1: That the Mayor of the City of Texas City has appointed Felix Herrea to the Tax Reinvestment Zone Number One and Lago Mar Development Authority Board of Directors to fill the position vacated by Connie Jackson for the term set out in **Exhibit "A"** attached hereto.

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

PASSED AND ADOPTED this 5th day of June 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

EXHIBIT “A”

Tax Reinvestment Zone Number One and Lago Mar Development Authority

New Members Term Expires

Felix Herrera 09/30/2026

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 06/05/2024

2024 Fire Code Adoption

Submitted For: David Zacherl, Fire Department

Submitted By: David Zacherl, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Consider and take action on Ordinance No. 2024-14, amending Chapter 96 "Fire Prevention and Protection: Fireworks" related to adoption of the 2024 International Fire Code and including amendments of certain sections. (Fire Department)

BACKGROUND (Brief Summary)

Texas City has a need to adopt the newest version of the International Fire Code, Edition 2024, which has just been released and ensure that the previous amendments made that relate to our particular circumstances(s) are maintained. Adoption is requested to ensure that construction of new development is compliant with up-to-date industry standards concerning life safety and health.

RECOMMENDATION

Both the Fire Chief and the Fire Marshal recommend passage of the Ordinance as written and presented.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: 0

Source of Funds:

Account #:

Fiscal Impact:

There is no budgetary impact to this proposed Ordinance.

Attachments

Ordinance

ORDINANCE NO. 2024-14

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, OF THE CITY OF TEXAS CITY, TEXAS, TITLE IX -GENERAL REGULATIONS, CHAPTER 96, “FIRE PREVENTION AND PROTECTION; FIREWORKS”, REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there is a need to amend The Code of Ordinances of the City of Texas City, Texas, Title IX – General Regulations, Chapter 96, FIRE PREVENTION AND PROTECTION; FIREWORKS, to update information contained in the Code, and

WHEREAS, there is a need to update the fire prevention code, and upon recommendation of the Fire Chief and Fire Marshal and in full review and consideration of all matters related and attendant thereto, the City Commission is of the opinion that the 2024 Edition of the International Fire Code including an amended appendix A and appendices B, C, D, E and F along with the local amendments thereto, should be adopted as the Fire Code for the City of Texas City and that regulations and fees should be established thereunder.

WHEREAS, the City Commission determines that amending Title IX – Fire Prevention and Protection; Fireworks, Chapter 96, will promote the health, safety, morals, and general welfare of the City and the safe, orderly, and healthful development of the City;

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

Section 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact, and

Section 2. The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to promote health, safety, morals, or general welfare and the safe, orderly, and healthful development of the municipality, and

Section 3. The City of Texas City’s Code of Ordinances, Chapter 96 shall be removed and replaced to read as follows:

Section 4. This is the first of three readings as required by the Charter.

Section 5. This Ordinance shall be effective immediately upon the passage, approval and publication following the third reading as required by the Charter and law.

§ 96.01 ADOPTION OF INTERNATIONAL FIRE CODE.

There is hereby adopted by the City Commission, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain Code known as the 2024 Edition of the International Fire Code including an amended Appendix A, and Appendices B, C, D, E, F, H, I and K of the 2024 Edition of the International Fire Code published by the International Fire Code Institute and the International Conference of Building Officials, being particularly the 2024 Edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified or amended by this subchapter, of which code and standards copies have been and are now filed in the office of the City Secretary and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this subchapter shall take effect, the provisions thereof shall be controlling within the limits of the city.

(Ord. 15-43, passed 12-16-2015)

CHAPTER 96: FIRE PREVENTION AND PROTECTION; FIREWORKS

Section

Fire Prevention Code

[96.01](#) Adoption of International Fire Code

[96.02](#) Amendments to International Fire Code

[96.03](#) Hazardous materials response cost recovery

Liquefied Petroleum Gas

[96.15](#) Definitions

[96.16](#) Standards for piping and appliances

[96.17](#) Standards for installation and repair of equipment; inspections

[96.18](#) Storage inside or underneath buildings

[96.19](#) Treatment of gas for odor

Fireworks

[96.30](#) Definitions

[96.31](#) General prohibition

[96.32](#) Exceptions

[96.33](#) Public displays exempted.

[96.34](#) Illegal fireworks declared nuisance, seizure and destruction.

[96.99](#) Penalty

[Appendix A](#): Exhibit A - Permit Fee Schedule

Statutory reference:

Liquefied Petroleum Gas Code, see Tex. Natural Resources Code § 113.001

Malodorants, see Tex. Utilities Code, § 121.252

FIRE PREVENTION CODE

§ 96.02 AMENDMENTS TO INTERNATIONAL FIRE CODE.

The code adopted by § [96.01](#) of this chapter is amended as provided in this section.

(A) Sec. 101.1 Administration.

Title. These regulations shall be known as the Fire Code of the City of Texas City, hereinafter referred to as “this code.”

(B) Sec. 102.7 is amended by the addition of the following:

Sec. 102.7 Referenced codes and standards. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. The referenced codes and standards referenced in this code are listed in Chapter 80, and such codes and standards shall be considered to be part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

(C) Secs. 103.1, 103.2, and 103.3 are amended to read as follows:

Sec. 103 Department of Fire Prevention.

Sec. 103.1 General. The Fire Code shall be enforced by the Division of Fire Prevention. The Division of Fire Prevention is hereby established as a division of the Fire Department of the City of Texas City and shall be operated under the supervision of the Fire Marshal, and Chief of the Fire Department.

Sec. 103.2 Appointment. The Fire Marshal in charge of the Division of Fire Prevention shall be appointed by the Fire Chief on the basis of proper qualification.

Sec. 103.3 Deputies. The Chief of the Fire Department may detail such members of the Fire Department as inspectors as shall from time to time be necessary and each member so assigned shall be

authorized to enforce the provisions of the International Fire Code. [Remainder of section 103 unchanged].

(D) Sec. 105.5 is amended to read as follows:

Sec. 105.5 Required Operational Permits. The Fire Code Official is authorized to issue operational permits for the operations set forth in section 105.5.2 through 105.5.54. Operational permits are required for: Installation of New Fire Alarm Systems, additions or upgrades to Fire Alarm Systems, Re-Test of Fire suppression/alarm Systems, Above ground fuel storage tank, underground storage tanks, removal of underground storage tanks, taking underground tanks out of service, Flammable/Combustible liquid dispensing operations; Dry cleaning plant, Flammable Finish booths (spray booths), Day Care Center, Open burning, New or upgraded Fixed Fire Suppression systems, New Fire sprinkler system installation, additions, alterations upgrades to Fire sprinkler systems, Fire Works Displays, Explosive storage, Storage/Dispensing of compressed gas, Storage/Dispensing of liquefied gas, Tents & Air supported structures. Operating without the required operational permit shall result in a stop work order, as well as a permit fee at twice the rate of the originally required permit. Permit fee schedule attached at the end of this chapter at Exhibit A, is available at Texas City Fire Administration Building, as well as the Fire Department web page <http://www.texas-city-tx.org/Fire.htm>. The Commission may change the rates to the attached Exhibit A upon recommendation of fire code officials, by ordinance, and said amended schedule shall be posted at the Texas City Fire Administration Building and on the Fire Department web page.

(E) Sec 113.1 is amended by the addition of the following:

Sec 113.1 Unlawful acts and violation penalties. Persons who shall violate a provision of this code shall fail to comply with any requirements thereof or who shall erect, install, alter, repair, do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, and upon conviction in the Municipal Court, shall be subject to a fine of not less than TWO HUNDRED AND NO/100 (\$200.00), and not to exceed TWO THOUSAND AND NO/100 (\$2000.00), and not exceeding 3 days (72 hours), or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(F) Sec. 113.4 is amended to read as follows:

Sec. 113.4 Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS for each offense, and each and every day any such violation shall continue and shall be deemed to constitute a separate offense.

(G) Sec. 114 is amended to read as follows:

Sec. 114 Stop Work Orders. Any person, firm, or corporation operating without the required applicable operational permit listed in Sec.105.6 amendment shall be guilty of a misdemeanor, and upon conviction in the Municipal Court, shall be subject to a fine of not less than TWO HUNDRED AND NO/100 (\$200.00), and not to exceed TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS for each offense.
[Remainder of section 111 unchanged.]

(H) Sec. 114.4 is amended to read as follows:

Sec. 114.4 Any person who shall continue any work after having been served with a stop work order except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to for a fine not to exceed TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

(I) Sec. 202 is amended by the addition of the following:

Sec. 202 General Definitions.

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

FIREWATCH & STANDBY PERSONNEL. Qualified fire service personnel, approved by the Fire Marshal. When utilized, the number required shall be as directed by the Fire Chief or Fire Marshal. Charges for utilization shall be as normally calculated by the jurisdiction. The owner or lessee shall be responsible for remitting utilization charges in a timely manner as arranged by the Fire Marshal or his designee. The owner, lessee, or responsible party shall have a maximum of ten (10) business days to remit fire watch fees. Persons failing to remit fire watch fees within ten (10) business days of actual day worked shall be guilty of a misdemeanor, and upon conviction in the Municipal Court, shall be subject to a fine not less than Two Hundred and No/100 Dollars (\$200.00), and not to exceed Two Thousand and No/100 Dollars (\$2,000.00), for each offense.

(J) Sec. 307 is amended to read as follows:

Open Burning.

Sec. 307 Prohibited Open Burning. Open burning, shall be prohibited within the City of Texas City.
Exception:

Permits may be issued for open burn, trench burn, not to exceed 15 feet in diameter and 8 feet in height and are located a minimum of 50 feet from any structure or property line. Additional requirements may be imposed and are at the discretion of the Fire Marshal.

(K) Sec. 403.11.1 is amended by the addition of the following:

Sec. 403.11.1 Fire watch & Standby personnel/Crowd managers. When, in the opinion of the Fire Marshal or his designee, it is essential for public safety in a residential occupancy, a place of assembly or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition, display, contest, activity or the required fire protection system is inoperable or red tagged, the owner, agent or lessee shall employ standby personnel, to remain on duty 1 hour prior to times such places are open to the public, or when such activity is being conducted.

Before each performance or the start of such activity, standby personnel shall keep diligent watch for fires during the time such place is open to the public or such activity is being conducted to take prompt measures as directed by the Fire Marshal. Such duties may include, but not be limited to, extinguishment of fires that occur and assist in the evacuation of the public from the structure.

There shall be trained standby personnel/crowd managers or crowd manager supervisors at a ratio determined by the Fire Chief, or Fire Marshal.

(L) Sec. 503.2.3 Surface is amended to read as follows:

Sec. 503.2.3 Surface. Fire lanes shall be constructed of an asphalt or concrete surface capable of supporting the imposed loads of fire apparatus and meeting the requirements of the City of Texas City parking lot standards. Those portions of the fire lane within sixty feet (60') of the structure to be protected shall be constructed with 6-inch thick, 3000 psi concrete or 5-inch thick, 3600 psi concrete reinforced with No. 3 bars spaced 24 inches on centers both ways and with sub-grade to a density not less than 95 percent as determined by TSDHPT Test Method Tex-113. Portions of the fire lane constructed of asphalt shall be ninety-five (95) percent compaction with a 6-inch asphalt stabilized base and 2-inch type D hot mix asphalt concrete. State Highway specification number 292. Whenever forty percent (40%) of existing, non-conforming fire lanes are replaced within a twelve-month period, the entire fire lane shall be replaced according to current standards.

All fire lanes shall be maintained and kept in a good state of repair at all times by the owner and the City of Texas City shall not be responsible for the maintenance thereof. It shall further be the responsibility of the owner to ensure that all fire lane markings required by Sec. 503.3 be kept so that they are easily distinguishable by the public.

(M) Sec. 503.2.4 is amended to read as follows:

Sec. 503.2.4 Turning Radius. The required turning radius and curve radius for access roads shall be a minimum of twenty-five feet (25').

(N) Section 503.6 is amended to read as follows:

Sec. 503.6 Security gates. Where security fencing is necessary, the owner shall provide gates or openings which may be secured. Gates, when provided must open fully in either direction or be of a sliding or raised arm type. The main entry gates serving Group R & I occupancies shall be equipped with an approved automated entry system. All other entry points along the fire lane must be automated or

Knox compatible as approved by the Fire Marshal, to permit immediate access by fire personnel and equipment in the event of fire or emergency.

(O) Sec. 901.6 is amended by the addition of the following:

System Approval and Testing.

Sec. 901.6 Installation acceptance testing. All required tests shall be conducted by and at the expense of the owner or his representative. The Fire Department shall not be held responsible for any damage incurred in such test. Where it is required that the Fire Department witness any such test, such test shall be scheduled with a minimum of 48-hour notice to the Fire Marshal or his representative. [Remainder of section 901.5 unchanged.]

(P) Sec. 902.1 is amended by the addition of the following:

Fire Area: For the purpose of this provision, fire walls shall not define separate buildings or fire areas.

PROTECTED PROPERTIES. Fire hydrants required to provide a supplemental water supply for automatic fire protection system shall be within 150 feet of the fire department connection for such system. [Remainder of section 902 unchanged.]

FIRE HYDRANT LOCATIONS. Fire hydrants shall be located 2 feet to 6 feet back of curb or fire lane and shall not be located in the bulb of a cul-de-sac. Hydrant discharges must be a minimum of (18") inches in height from final grade to lowest point of discharge. [Remainder of section 902 unchanged.]

(Q) Sec. 903.2.8 Group R is amended by the addition of the following:

Sec. 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings, accessory buildings, and buildings within the same development with a Group R fire area. This includes but is not limited to pool houses, exercise facilities, garages, office and leasing buildings, laundry rooms, any and all buildings within a Group R development property or apartment complex property.

(R) Sec. 912 is amended by the addition of the following:

Sec. 912.2 Fire department connections. All buildings with fire department hose connections (FDC) on the building shall have a sign with (6) inch reflective letters "FDC" directly above the unobstructed connection. The sign shall be mounted directly to the building unobstructed, have RED letters on a WHITE background or WHITE letters on a RED background and be made of a durable material.

All buildings with fire department hose connections (FDC) off the building shall have a sign with (6) inch reflective letters "FDC" directly above the unobstructed connection. The sign shall be mounted to a durable post, have RED letters on a WHITE background or WHITE letters on a RED background and be made of a durable material. [Remainder of section 903.3.7 unchanged.]

First line--FDC

Second line--Address, suite#, and or BLDG#

Third line--Additional space for Address or Building information.

Note: All FDC connections shall be a minimum of 36"(inches) above grade and no higher than 48"(inches) above grade.



Sprinkler riser rooms shall have a sign on the door visible from the exterior of the building. The sign shall be mounted directly to the door unobstructed, have RED reflective letters on a WHITE background or WHITE reflective letters on a RED background and be made of a durable material. Doors may be painted or stenciled, Sign shall be a minimum of 12" X 12" and have large visible lettering (minimum 2" letters). Group R occupancies may have smaller signs if approved by the Fire Marshal's Office.



Fire alarm and detection systems.

(S) Sec. 907.2.6 is amended by the addition of the following:

Sec. 907.2.6 Groups E, I, & R. A manual fire alarm system shall be installed in Group E, Group I, and Group R occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E (daycares, schools), Group I (nursing homes assisted living homes, hospitals), and Group R occupancies (senior apartment communities, hotels in which room doors do not discharge directly to the exterior of building). An approved off-site fire alarm monitoring service shall be provided for groups E, I, R and occupancies required to have an automatic sprinkler system. Fire Alarm monitoring service must report directly to Texas City Central dispatch center. Occupancy shall provide Texas City Fire Marshal's Office with all monitoring information such as name of service provider, account number and pass code. Where automatic fire sprinklers are not required, a full-coverage smoke detection system shall be provided in all Group E occupancies. Unless separated by a minimum of 100 feet open space, all buildings, whether portable buildings or the main building, will be considered one

building for alarm occupant load consideration and interconnection of alarm systems. [Remainder of section 907.2.3 unchanged.]

(T) Sec. 907.2.6.1 is amended by the addition of the following:

Sec. 907.2.6.1 Group I Occupancies. An approved smoke detection system shall be installed in Group I4 occupancies where automatic fire sprinklers are not required, a full-coverage smoke detection system shall be provided in all Group I occupancies. [Remainder of section 907.2.6.1 unchanged.]

(U) Sec. 1003 is amended by the addition of the following:

Sec. 1003 Means of egress illumination. Emergency lighting with battery back-up shall be provided if the travel distance to an exit is greater than 100 feet. Emergency lighting shall be at intervals not greater than 100 feet apart and shall illuminate the path of egress. [Remainder of section 1003 unchanged.]

(V) Sec. 1027 is amended by the addition of the following:

Sec. 1027.1 Exterior Stairway construction. Stairways shall be built of materials consistent with the types permitted for the type of construction of the building.

Exterior stairway construction: Exterior stairways serving as an element of the means of egress, or a fire escape shall be built with non-combustible materials. Where the provisions of this chapter conflict with the building code that applied at the time of construction, the most restrictive provision shall apply.

(W) Sec. 1101.3 is amended by the addition of the following:

Commercial Buildouts/Renovations Plan Review. Commercial renovation plans shall be reviewed and approved by the Texas City Fire Department prior to construction. Failed inspections may incur a re-inspection fee. Re-Inspection Fee amounts are listed on the Fire Department Fee Schedule. [Remainder of section 1101.3 unchanged.]

(X) Sec. 1207.1.6.3 is amended with the addition of the following

Fire lane required in accordance with Sec. 503.2.3 shall encompass all structures with turning radius in accordance with Sec. 503.2.4 A minimum of 2 access roads shall be provided.

(Y) Sec. 1207.5.8 is amended to read as follows:

ESS located outdoors and in open parking garages shall be separated from any means of egress as required by the fire code official to ensure safe egress under fire conditions, **but in no case less than 15 feet.**

(Z) Sec 1207.8.3 is amended to read as follows:

ESS located outdoors shall be separated by a **minimum of 15 feet** from the following exposures: (remainder of 1207.8.3 remains unchanged)

(AA) Sec 1207.9.3 is amended to read as follows:

ESS located on rooftops and in open parking garages shall be separated by a **minimum of 15 feet** from the following exposures: (remainder of Sec. 1207.9.3 remains unchanged)

(BB) Sec. 1207.10.7.3 is amended to read as follows:

Deployed mobile ESS shall be separated by a **minimum of 15 feet** from the following exposures:

(Remainder of Sec. 1207.7.3 remains unchanged)

(CC) Sec. 2404.5.3 is amended to read as follows:

Sec. 2404.5.3 Fire Protection. New and existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system . . . {remainder of section unchanged} complying with Chapter 9 which shall also protect all exhaust plenums, exhaust ducts and both sides of dry filters when such filters are used. [Remainder of section 2404.5.3 unchanged.]

(DD) Sec. 5701.1 is amended by the addition of the following:

Sec. 5701.1 Location Where Above-Ground Tanks are Prohibited. The storage of flammable or combustible liquids in outside above ground tanks is prohibited within each and every zoning district within the City of Texas City with the exception of those districts which are zoned for light industrial zoning use. Installation of above ground tanks in all zoning districts shall be permitted at the discretion of the Fire Marshal following his review of the proposed installation location, and the fire protection for the storage area. Tanks shall not be located within one hundred feet (100') of the property line of any Group E, I or R occupancies. [Remainder of section 5701.1 unchanged.]

(EE) An added False Fire alarm section to read as follows:

Determination of false alarm.

Fire Marshal's Office, or by the Fire department officer on the scene of the premises reporting an alarm signal will determine if the alarm is false. If any of the following conditions listed below are present, the alarm will be considered a false alarm:

(1) There is no evidence of a fire or other activity that would warrant a call for immediate fire department assistance at the premises.

(2) No individual who was on or near the premises called the fire department dispatch or verified a need for an immediate emergency response.

(3) Unlawful tampering with a fire alarm system.

Fees and cost recovery:

A municipal citation may be issued to the owner, occupant or person in charge where the alarm system is located.

False alarm fee schedule:

1st through 4th - No fee

5th - \$150.00 fee

6th and above - \$250.00 fee, each

Exempt Alarms: The first four (4) false alarms from any one system during a 12-month consecutive period are exempt.

Example: False alarm occurs on November 3, 2015, all false alarms that occurred between November 3, 2015, and November 3, 2014 will be counted.

(AA) Amended Appendix A is amended to read as follows:

APPEALS

A101.1 Scope. The Texas City Building and Standards Commission referenced in Chapter 150 of the City of Texas City, Texas Code of Ordinances shall hear all appeals within the jurisdiction, to decide if modifications comply with the intent of the protection required by the International Fire Code pursuant to the provisions of Section 108 of the International Fire Code. The Building and Standards Commission shall operate in accordance with this section and shall be authorized to hear evidence from appellants and the fire code official pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

(FF) Sec. A101.2 is deleted.

(GG) Sec. A101.2.1 is deleted.

(HH) Sec. A101.2.2 is deleted.

(II) Sec. A101.3 is deleted.

(JJ) Sec. A101.3.1 is deleted.

(KK) Sec. A101.3.2 is deleted.

(LL) Sec. A101.3.3 is deleted.

(MM) Sec. A101.3.4 is deleted.

(NN) Sec. A101.3.5 is deleted.

(OO) Sec. A101.3.6 is deleted.

(PP) Sec. A101.3.7 is deleted.

(QQ) Sec. A101.3.8 is deleted.

(RR) Sec. A101.4 is deleted.

(SS) Sec. A101.5 is amended to read as follows:

Sec. A101.5 Meetings. The board shall meet in any event within 30 days after notice of appeal has been received.

(TT) Sec. A101.5.1 is deleted.

(UU) Sec. A101.5.2 is deleted.

(VV) Sec. A101.5.3 is deleted.

(WW) Sec. A101.6 is deleted.

(XX) Sec. A101.7 Decisions. [Unchanged.]

(YY) Sec. A101.7.1 Resolution. [Unchanged.]

(ZZ) Sec. A101.7.2 is deleted.

Sec. A101.8 is amended to read as follows:

Sec. A101.8 Court review Procedures. Authorizing suits for injunctive relief.

Notwithstanding any penal provision of this Ordinance, the City Attorney is authorized to file on behalf of the City of Texas City, the Fire Chief or his authorized representative, or both for injunctive relief as may be necessary to enforce the provisions of this Ordinance. [Remainder of section A101.8 unchanged.]

(Ord. 15-43, passed 12-16-2015; Ord. 21-26, passed 10-6-2021; Ord. 2023-21, passed 6-7-2023)

§ 96.03 HAZARDOUS MATERIALS RESPONSE COST RECOVERY.

(A) This section authorizes the imposition of fees to recover costs actually incurred by the city in responding to hazardous materials incidents to protect the city from extraordinary expenses resulting from the use of city resources in response to such incidents.

(B) *Definitions.* Unless the context specifically indicates otherwise, the meaning of the terms used in this section shall be as follows:

ASSESSABLE COSTS. Those costs for services incurred by the city in connection with a response to a hazardous materials incident, including, but not limited to, the actual labor and material costs of the city (including, without limitation, employee wages, fringe benefits, administrative overhead, costs of

equipment, costs of equipment operation, costs of materials, costs of transportation, costs of material disposal and costs of contracted labor) whether or not the services are provided by the city or by a third party on behalf of the city; service charges and interest; attorneys' fees, litigation costs and any costs, charges, fines or penalties to the city imposed by any court or state or federal governmental entities.

CITY. The City of Texas City, County of Galveston, State of Texas.

COSTS. All reasonable and necessary expenses that are incurred by the city as a direct result of the hazardous materials response. In general, allowable costs are response costs that are eligible, reasonable, necessary and allocable to the response.

EMERGENCY ASSISTANCE. Emergency medical, public safety, police, fire or other city department services.

EXCESSIVE REQUESTS FOR EMERGENCY ASSISTANCE. Any request for emergency assistance made to a particular location or premises if such location or premises has requested emergency assistance more than five times in the preceding 30 days.

HAZARDOUS MATERIALS. Those elements, substances, wastes or by-products, including, but not limited to, combustible liquid, flammable gas, explosives, flammables, poisons, organic peroxides, oxidizers, pyrophorics, unstable reactive matter, water reactive matter, petroleum products, anti-freeze, polychlorinated biphenyls and asbestos, which are or are potentially harmful to the environment or human or animal life, or which pose an unreasonable or imminent risk to life, health or safety of persons or property, or to the environment as determined by the fire chief or the senior fire official of the city in charge at the scene.

HAZARDOUS MATERIAL INCIDENT OR EMERGENCY. Any occurrence, incident, activity, accident, or emergency where a release of hazardous materials occurs or is reasonably imminent and where the fire chief or his or her designee has so declared such activity, accident or emergency a hazardous material incident or emergency.

HAZARDOUS MATERIALS INCIDENTS; EXCEPTIONS. The authority to recover costs under this section shall not include costs incurred for actual fire suppression service which is normally or usually provided within the municipality by its fire department or its authorized agents.

JURISDICTION. The City of Texas City and contracted, obligated or mutual response municipalities.

POLLUTANT OR CONTAMINANT. As defined by section 104(a)(2) of CERCLA, includes, but is not limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction or physical deformations), in such organisms or their offspring. This term also includes petroleum, crude oil and any fraction

thereof that is not otherwise specifically listed or designated as a hazardous substance under sections 101 (14)(A) through (F) of CERCLA.

POTENTIALLY RESPONSIBLE PARTY (PRP). Any person who may be liable under section 107 of CERCLA for a release or threatened release of hazardous substances or pollutants or contaminants.

RELEASE. Any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, leaching, dumping, or disposing into the environment, including, but not limited to, the air, soil, groundwater and surface water.

RESPONSIBLE PARTY. Any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity or any other legal entity responsible for a public safety or fire emergency incident or any owner, tenant, occupant, or party in control of real and personal property from which, onto which or related to which there is a public safety or fire emergency incident and their heirs, estates, successors and assigns.

(C) It shall be the duty of any person and any other entity which causes or controls leakage, spillage, or any other dissemination of dangerous or hazardous substances or materials to immediately remove such substances and materials and clean up the area of such spillage in such a manner that the area involved is fully restored to its condition before such occurrence. The fire marshal or assistant fire marshal, or members of the fire department will inspect the site to ensure that the cleanup is in compliance with local, state, and federal guidelines.

(D) The city may recover all assessable costs in connection with a hazardous materials incident from any or all responsible parties, jointly or severally.

(E) The fire chief or his or her designee shall determine the total assessable costs and shall in consultation with other city personnel involved in responding to the hazardous materials incident determine whether to assess any, all or part of such costs against any of the responsible parties. In making such determination, the following shall be considered:

- (1) The total assessable costs;
- (2) The fees set forth in the cost recovery fee schedule established and maintained pursuant to division (F) below;
- (3) The risk the incident imposed on the city, its residents, and their property;
- (4) Whether there was any injury or damage to person or property;
- (5) Whether the incident required evacuation;
- (6) The extent the incident required use of city personnel and equipment; and
- (7) Whether there was any damage to the environment.

(a) After consideration of the factors in division (E) immediately above, the fire chief or his or her designee may allocate assessable costs among and between responsible parties, including allocating all or some of such costs jointly and severally against more than one responsible party, regardless of whether a responsible party has other legal liability therefore or is legally at fault.

(b) If the fire chief or his or her designee determines not to assess all or a part of assessable costs against a responsible party, such determination shall not in any way limit or extinguish the liability of the responsible party to other parties.

(F) The fire chief or his or her designee is authorized and directed to establish and maintain a cost recovery fee schedule reflecting the reasonable costs of responding to a hazardous material incident, and the fees stated therein shall not exceed the city's actual cost in responding to a public safety or fire emergency incident. A copy of the cost recovery fee schedule shall at all times be maintained on file with the fire department and shall have the same legal effect as if adopted by ordinance of the City Commission.

(G) After determining to assess assessable costs against a responsible party, the finance director shall mail an itemized invoice to the responsible party at its last known address or to the responsible party's insurer at the insurer's address if provided. Such invoice shall be due and payable within 30 days of the date of mailing and any amounts unpaid after such date shall bear a late payment fee equal to 1% per month or fraction thereof that the amount due and any previously imposed late payment fee remains unpaid. If a responsible party shall appeal assessable costs pursuant to division (H), such costs, if upheld, in whole or in part, shall be due and payable 30 days from the date of determination of the appeal and any late payment fees shall apply thereafter.

(H) (1) Any responsible party who receives an invoice for assessable costs shall have an opportunity to meet with the fire chief or his or her designee to request a modification of assessable costs. The responsible party shall request in writing such meeting within ten calendar days of the date of the invoice assessing the assessable costs. If after meeting with the fire chief or his or her designee the responsible party is still not satisfied, he or she may request an opportunity to appear before the City Commission to further request a modification of assessable costs. A responsible party who desires to appear before the City Commission must first meet with the fire chief or his or her designee as provided above and shall file a written request to appear before the City Commission with the city secretary within ten calendar days of the date of the meeting with the fire chief.

(2) Upon receipt of such request, the city secretary will place the responsible party on the agenda of the next regularly scheduled City Commission meeting, which meeting is at least 14 calendar days after the date on which the responsible party files the request to appear. Any filed request to appear shall specifically identify and explain all reasons why the responsible party believes the assessed costs should be modified. Any reason, basis or argument for modification of assessable costs not set forth in the request to appear shall be deemed waived by the responsible party.

(3) Failure to timely file a written request to appear shall constitute a waiver of the responsible party's right to appear before the City Commission and shall further constitute the responsible party's

agreement to pay the assessable costs invoiced. After a responsible party has been given an opportunity to appear before it, the City Commission shall promptly determine whether to confirm, modify or void the payment of assessable costs invoiced.

(I) In addition to the remedy set forth in division (G) above, the city shall be entitled to pursue any other remedy or may institute any appropriate action or proceeding in a court of competent jurisdiction as permitted by law to collect assessable costs from a responsible party.

(J) All costs and expenses incurred under this section shall be collectable by the city in the same manner as in the case of an obligation under a contract, express or implies. Any failure by the person or responsible party to pay the invoice within 30 days of service shall be considered in default. In case of default, the city may commence civil suit to recover the costs and expenses of the response and court costs and attorney fees incurred in the collection of such debt.

(K) This section shall be construed to impose a responsibility and liability of a civil nature on the part of the operator of the motor vehicle and shall not be construed to conflict, contravene, enlarge or reduce any criminal liability or responsibility including fines and costs which may be imposed by a judge on an operator of a motor vehicle convicted of any criminal action arising from the incident precipitating the emergency response.

(L) The recovery of assessable costs pursuant this section does not limit the liability of a responsible party under applicable local, state or federal law.

(Ord. 2022-04, passed 3-16-2022) Penalty, see § [96.99](#)

LIQUEFIED PETROLEUM GAS

§ 96.15 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

EQUIPMENT. All that equipment designed to use as fuel any form of manufactured or liquefied petroleum gases.

STANDARD GRADE. The grade of article which is accepted by dealers in such equipment and recognized as complying with all fire law regulations.

(1998 Code, § 54-101)

§ 96.16 STANDARDS FOR PIPING AND APPLIANCES.

All persons who may install or equip any residence, business house, apartment house or other building located and situated within the city with any installation of equipment shall use in any installation, whether for domestic or industrial use, only a standard grade of pipe or piping. All appliances used in connection with any installation shall be a standard grade and type of equipment. Any system which

uses any form of manufactured or liquefied petroleum gases must bear the label of approval or listing of Underwriters' Laboratories, Inc.

(1998 Code, § 54-102) Penalty, see § [96.99](#)

§ 96.17 STANDARDS FOR INSTALLATION AND REPAIR OF EQUIPMENT; INSPECTIONS.

(A) *Minimum standards.* Any equipment shall be installed or repaired in a workmanlike manner which shall comply with all laws and the regulations of the city, the regulations of the Code adopted by § [96.01](#) of this chapter and the regulations recommended by the National Fire Protection Association.

(B) *Approval by Inspector.* When any equipment is installed, it shall not be placed in operation or used unless and until the installation has been approved by the City Inspector.

(C) *Inspection fee.* Any person installing any equipment shall, upon requesting an inspection for approval, pay an inspection fee as set by the City Commission for each piece of equipment, to cover the cost of inspection.

(1998 Code, § 54-103) Penalty, see § [96.99](#)

§ 96.18 STORAGE INSIDE OR UNDERNEATH BUILDINGS.

The storage of any liquefied petroleum gases in any container, either above ground or underground, is prohibited inside of or underneath any building in the city.

(1998 Code, § 54-104) Penalty, see § [96.99](#)

§ 96.19 TREATMENT OF GAS FOR ODOR.

All liquefied petroleum gas sold within the city shall be treated with a malodorant in quantities as required by state law to create an odor easily detected in case of leaks in piping or equipment.

(1998 Code, § 54-105) Penalty, see § [96.99](#)

FIREWORKS

§ 96.30 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DISTRIBUTOR. Those who sell fireworks to retailers or to jobbers, for resale to others.

FIREWORKS. Any composition or device designed to produce a visible or audible effect by combustion, explosion, deflagration or detonation, such as firecrackers, cannon crackers, skyrockets, torpedoes, Roman candles, sparklers, squibs, fire balloons, star shells, gerbs or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic

display, and such term shall include all articles or substances within the commonly accepted meaning of **FIREWORKS**, whether specifically designated and defined in this section or not.

ILLEGAL FIREWORKS. A fireworks device manufactured, distributed or sold in violation of this subchapter.

IMPORTER. Those who import fireworks from a foreign country for sale to distributors, jobbers or retailers within the state.

JOBBER. Those who purchase fireworks for resale to consumers only.

MANUFACTURER. Persons that are engaged in the making of fireworks.

PERSON. Any natural person, association of persons, partnership, corporation, agent or officer of a corporation, and shall also include all warehousemen, common and private carriers, bailees, trustees, receivers, executors and administrators.

PUBLIC DISPLAY. The igniting and shooting of fireworks for public amusement.

RETAILER. Those who purchase fireworks for resale to consumers only.

(1998 Code, § 54-125) (Ord. 98-56, passed 12-2-1998)

§ 96.31 GENERAL PROHIBITION.

Except as otherwise specifically provided in this subchapter, it shall be unlawful for any person to sell, offer to sell, or have in his or her possession with intent to sell, keep, use, discharge, cause to be discharged, ignite, detonate, fire or otherwise set in action any fireworks of any description.

(1998 Code, § 54-126) (Ord. 98-56, passed 12-2-1998) Penalty, see § [96.99](#)

§ 96.32 EXCEPTIONS.

The general prohibitions as set forth in § [96.31](#) of this chapter shall not apply to the following.

(A) Section [96.31](#) of this chapter shall not apply to toy pistols, toy canes, toy guns or similar devices in which paper caps containing 0.0025 grains or less of explosive compounds are used; provided, they are so constructed that the hand cannot come in contact with the cap when in place for exploding, and toy paper pistol caps which contain less than 0.0025 grains of explosive compounds, the sale and use of which shall be permitted at all times.

(B) It shall not be unlawful, upon a permit issued by the Fire Marshal or designee, for any person engaged in any organized play, legitimate theatrical performance, circus or other show designed for the amusement and edification of the general public to use, discharge or cause to be discharged and ignited fireworks as a part of an act, performance, play or circus, so long as such person does not also engage in the retailing, wholesaling, selling or distribution of any of such fireworks. The Fire Marshal or designee shall cause to be made an investigation of each application made under this subchapter to determine

whether the use of such fireworks as proposed shall be of such a character that it may be hazardous to property or dangerous to any person; and he or she shall, in the exercise of reasonable discretion, grant or deny the application for such permit.

(C) Section [96.31](#) of this chapter shall not apply to signal flares and torpedoes of the type and kind commonly used by any railroads, which signal flares and torpedoes are received by and stored or transported by any railroad for use in railroad operation; nor shall § [96.31](#) of this chapter apply to any marine signal flare or rocket which is transported or received or stored for use only as ship's stores; nor shall § [96.31](#) of this chapter apply to signal flares or rockets for military or police use; nor shall § [96.31](#) of this chapter apply to signal flares for use by motorists in distress.

(1998 Code, § 54-127) (Ord. 98-56, passed 12-2-1998)

§ 96.33 PUBLIC DISPLAYS EXEMPTED.

The provisions of § [96.31](#) of this chapter shall not apply to a public display of fireworks made under the terms and conditions of this section, and such display shall be permitted upon compliance with the provisions of city's adopted Fire Prevention Code and of this section, as follows.

(A) Any adult person or any firm, copartnership, corporation or association planning to make a public display of fireworks shall first make written application for a permit to the Fire Marshal or designee at least 48 hours in advance of the date of the proposed display.

(B) It shall be the duty of the Fire Marshal or designee to make an investigation as to whether the display as proposed by the applicant for a permit under this subchapter shall be of such a character that it may be hazardous to property or dangerous to any person; and he or she shall, in the exercise of reasonable discretion, grant or deny the application, subject to the conditions prescribed in this section. If the application is approved, a permit shall be issued for the public display by the Fire Marshal or designee. Such permit shall be for a period of time designated on the permit, but shall not exceed 14 days, and the permit shall not be transferable. If the application is denied by the Fire Marshal or designee, he or she shall notify the applicant of the denial in writing.

(C) The applicant for a display permit under this section shall, at the time of making application, furnish proof that he or she carries compensation insurance for his or her employees as provided by the laws of the state; and he or she shall file with the Fire Marshal or designee a certificate of insurance evidencing the carrying of public liability insurance in an amount not less than \$300,000, issued by an insurance carrier authorized to transact business in the state, for the benefit of the person named therein as insured, as evidence of ability to respond in damages in at least the amount of \$300,000, such policy to be approved by the Fire Marshal or designee. In lieu of insurance, the applicant may file with the Fire Marshal or designee a bond in the amount of \$300,000, issued by an authorized surety company approved by the Fire Marshal or designee, conditioned upon the applicant's payment of all damages to persons or property which shall or may result from or be caused by such public display of fireworks or any negligence on the part of the applicant or his or her agents, servants, employees or subcontractors in the presentation of the public display.

(D) The range of aerial displays shall not be more than 200 feet, and the fireworks shall be discharged vertically from tubes approved by the Fire Marshal or designee.

(E) The limit of a display authorized by this section shall be not more than 45 minutes per performance, and there shall not be more than two performances in each 24 hours.

(F) No public display of fireworks shall be of such a character and so located, discharged or fired as to be hazardous or dangerous to persons or property, and this determination shall be within the sound discretion of the Fire Marshal or designee.

(G) The persons handling the display of fireworks under this section shall be competent, adult persons and experienced pyrotechnic operators approved by the Fire Marshal or designee. No person not approved by the Fire Marshal or designee shall handle fireworks at the public display. The names of the experienced pyrotechnic operators shall be designated on the permit issued.

(H) (1) For each public display of fireworks under this section, the Fire Marshal or designee may require that not less than two firefighters of the city be in attendance during the display.

(2) The expense of such firefighters at the display shall be borne by the applicant for the permit and shall be paid in advance at the time of the application for the permit.

(I) The material to be used for a public display authorized by this section shall not be stored within the city limits, but shall be brought in on the day of the public display and then shall be taken immediately to the place of display for further handling and storage.

(1998 Code, § 54-128) (Ord. 98-56, passed 12-2-1998)

§ 96.34 ILLEGAL FIREWORKS DECLARED NUISANCE; SEIZURE AND DESTRUCTION.

(A) The presence of any fireworks within the city and within the area immediately adjacent and contiguous to the city limits extending for a distance outside of such city limits for a total of 5,000 feet, in violation of this subchapter, is hereby declared to be a common and public nuisance. The Fire Marshal or designee is directed and required to seize any fireworks found in violation of this subchapter, and any authorized Deputy of the Fire Marshal or designee, or any police officer of the city, or any other duly-constituted state peace officer is empowered to stop the transportation of and detain any fireworks being transported illegally or to close any building where any fireworks are found stored illegally until the Fire Marshal or designee can be notified, in order that such fireworks may be seized in accordance with the terms of this subchapter.

(B) Notwithstanding any penal provision of this subchapter, the City Attorney is authorized to file suit on behalf of the city, the Fire Marshal or designee, or both, for such injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping or use of fireworks within the city or within the 5,000-foot area described in division (A) above. It shall not be necessary to obtain injunctive relief as a prerequisite to seizure of fireworks.

(C) If any fireworks or combustibles are deemed by the Fire Marshal or designee to be in such a state or condition as to constitute a hazard to life or property, the Fire Marshal or designee may dispose of such fireworks or combustibles without further process of law. The Fire Marshal or designee is authorized to dispose of any abandoned fireworks or combustibles that he or she deems to be hazardous to life or property.

(D) If the person so charged is found guilty of violating the provisions of this chapter or any rule or regulation adopted pursuant thereto with regard to possession, handling or storage of fireworks or combustibles, the Fire Marshal or designee is authorized to dispose of the confiscated material in such a way as he or she shall deem equitable.

(1998 Code, § 54-129) (Ord. 98-56, passed 12-2-1998)

§ 96.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § [10.99](#).

(B) Any person, firm, corporation or entity violating or refusing to comply with any provision of § [96.03](#), as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined in an amount not exceeding \$2,000 for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. The penal provisions imposed under § [96.03](#) shall not preclude the city from filing suit to enjoin the violation. The city retains all legal rights and remedies available to it under local, state and federal law.

(C) Any person who shall manufacture, assemble, store or process fireworks in violation of §§ [96.30](#) through [96.34](#) of this chapter shall, upon conviction, be punished by a fine as set forth in § [10.99](#) of this code of ordinances. If fireworks are separately wrapped or packaged, the commission or omission of any act prohibited by §§ [96.30](#) through [96.34](#) of this chapter shall be a separate offense as to each such separately wrapped or separately packaged fireworks.

(1998 Code, § 54-130) (Ord. 98-56, passed 12-2-1998; Ord. 2022-04, passed 3-16-2022)

APPENDIX A: EXHIBIT A - PERMIT FEE SCHEDULE

Texas City Fire Department

1725 25th Street North

PERMIT FEE SCHEDULE

FIRE ALARM SYSTEMS: Installation, Upgrades, Alterations, Re-Test	\$100
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STORAGE TANKS: (Flammable/Combustible/Corrosives) Above ground, Underground, Tank removal, tanks out of service, abandon in place Propane & Lp gas storage and sales	\$50 ea
DRY CLEANING PLANT - ANNUAL	\$25
FLAMMABLE FINISHES - SPRAY BOOTHS: (Annual)	\$50
DAY CARE CENTER & GROUP HOME ANNUAL: Nursing homes	\$25
BURN PERMIT RESIDENTIAL: (30 days)	\$10
BURN PERMIT COMMERCIAL: (60 days) .5 acres or more of cleared burn debris/trench burns/commercial property	\$75
FIRE SUPPRESSION SYSTEM: Installation, Alterations, Re-Test	\$100 ea
FIRE SPRINKLER SYSTEMS Add \$3 per head for Sprinkler Systems: Installation, Alteration	\$50
TENTS & AIR SUPPORTED STRUCTURES	\$15
MOTOR FUEL DISPENSING FACILITY	\$75
STORAGE OR DISPENSING OF COMPRESSED GAS AND LIQUIFIED GAS	\$50 ea
FIREWORKS DISPLAY & STORAGE, EXPLOSIVE STORAGE	\$75

Checks payable to City of Texas City

Note: Operational permits are required annually. One time operational permits will expire no later than 60 days from issuance.

Note: Obtaining Annual Operational permits is the sole responsibility of the Business or Occupant. Operating without required permit will result in a stop work order, and a permit fee at twice the rate of original fee.

(Ord. - passed 12-16-2015)

First Reading

PASSED AND ADOPTED this 1st day of May 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

Second Reading

PASSED AND ADOPTED this 15th day of May 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

Third Reading

PASSED AND ADOPTED this __ day of _____, 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (b)

Meeting Date: 06/05/2024

Mayor Pro Tem

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Consider and take action on Resolution No. 2024-071, members of the City Commission shall elect one of their members to serve as mayor pro tem, in accordance with Article III, Section 2 of the Texas City Charter. (City Secretary)

BACKGROUND (Brief Summary)

Sec. 2. Mayor and mayor pro tem.

At the first regular meeting after every election, held for the purpose of electing new city commissioners, the members of the city commission shall elect one of their members to serve as mayor pro tem, and he/she shall perform all the duties of the mayor in his/her absence or disability. The mayor shall preside at meetings of the commission and shall exercise such other powers and perform such other duties as are or may be conferred and imposed upon him/her by this Charter and the ordinances of the city. The mayor shall serve as the chief executive officer of the city. He/she shall be recognized as the head of the city government for all ceremonial purposes, by the courts for serving civil processes, and by the governor for purposes of military law. In the time of public danger or emergency, the mayor shall take command of the police, maintain order and enforce the law. If a vacancy occurs in the office of mayor, or in the case of his absence or disability, the mayor pro tem shall act as mayor until a successor is elected or appointed and has qualified. (Ord. 19-31, passed 11-18-2019)

RECOMMENDATION

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2024-071

A RESOLUTION ELECTING A MEMBER OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY TO SERVE AS MAYOR PRO TEM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

SECTION 1: That the City Commission hereby elects Commissioner _____, to serve as Mayor Pro Tem.

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

PASSED AND ADOPTED this 5th day of June, 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (c)

Meeting Date: 06/05/2024

Ordinance No. 24-15, for KB Homes to satisfy the requirements of the Vida Costera PUD Affirmation

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

This is the ordinance to confirm and make final the rezoning of 49.89 acres on S.H. 3 from District A - Single Family Residential to District I Planned Unit Development. The rezoning is requested by KBHomes.

BACKGROUND (Brief Summary)

This is the ordinance to confirm and make final the rezoning of 49.89 acres on S.H. 3 from District A - Single Family Residential to District I - Planned Unit Development. The rezoning is requested by KBHomes. The City Commission held a public hearing and gave the requested rezoning its preliminary zoning approval at its regular meeting on May 1, 2024 (6-0).

The ordinance is based upon KB Homes requesting a building permit for new residential construction at 7311 Stella Marina Way which is located in the area being rezoned and was requested within 12 months following the preliminary zoning approval as required by Section 160.106(D)(3). The building permit was requested on May 9, 2024.

Developer KBHomes seeks to satisfy the requirements of the Development Agreement to establish a Planned Unit Development (PUD) in accordance with the General Plan approved by the City Commission and to complete the process of rezoning the Vida Costera Subdivision to District I – Planning Unit Development. Developer’s request is limited to the 49.89 acres it controls and does not include the 3-acre future commercial tract at the northeast corner per the Master Plan approved by the Planning Board in October 2020.

The history and background are fully described in the staff memo prepared for the Planning Board and attached to this agenda item.

The final rezoning from District A - Single Family Residential to District I - Planned Unit Development is intended to complete the processes established by Texas City Ordinances and fulfill the requirements of the MOU and Development Agreement which are attached to the property being developed.

Due and proper notice has been given and public hearings held and all other required action taken to amend the Zoning Ordinance for the City of Texas City, Texas as follows: (1) Planning Board considered the request for rezoning and recommended approval at its regular meeting on March 18, 2024 by a vote of 4 – 0; (2) Zoning Commission held a public hearing upon mailed notice and recommended approval at its regular meeting on April 2, 2024 by a vote of 4 – 1; and (3) City Commission held a public hearing upon advertised notice and gave preliminary zoning approval at its regular meeting on May 1, 2024.

RECOMMENDATION

In accordance with Section 160.106(D)(3) the Chief Building Official recommends approval of the ordinance for final rezoning.

The Chief Building Official advises the builder, KB Homes, timely requested a new residential construction Building Permit (24-11589) on May 9, 2024 for 7311 Stella Marina Way, Texas City, TX 77591 which site is located within the area to be rezoned and which use is consistent with the preliminary zoning approval. The request for permit is timely being within 12 months from the date of preliminary zoning approval, May 1, 2024.

Fiscal Impact

Attachments

Final Ordinance and Exhibits

Exhibit A - Survey

Exhibit B - Location Map

Exhibit C - Approved General Plan

Exhibit D - Planned Unit District for Vida Costera Development

PB Staff Report - Vida Costera PUD Affirmation

ORDINANCE NO. 24-XX

AN ORDINANCE AMENDING CHAPTER 40 OF THE CODE OF ORDINANCES OF THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, ALSO KNOWN AS THE ZONING ORDINANCE, FOR KB HOMES TO SATISFY THE REQUIREMENTS OF THE DEVELOPMENT AGREEMENT TO ESTABLISH A PLANNED UNIT DEVELOPMENT (PUD) IN ACCORDANCE WITH THE GENERAL PLAN APPROVED BY THE CITY COMMISSION AND TO COMPLETE THE PROCESS OF REZONING THE VIDA COSTERA SUBDIVISION FROM DISTRICT “A” (SINGLE FAMILY RESIDENTIAL) TO DISTRICT “T” (PLANNED UNIT DEVELOPMENT). DEVELOPER’S REQUEST IS LIMITED TO THE 49.89 ACRES IT CONTROLS AND DOES NOT INCLUDE THE 3-ACRE FUTURE COMMERCIAL TRACT AT THE NORTHEAST CORNER SHOWN IN THE MASTER PLAN APPROVED BY THE PLANNING BOARD IN OCTOBER 2020.

WHEREAS, due and proper notice has been given and public hearings held and all other required action taken to amend the Zoning Ordinance for the City of Texas City, Texas as follows: (1) Planning Board considered the request for rezoning and recommended approval at its regular meeting on March 18, 2024 by a vote of 4 – 0; (2) Zoning Commission held a public hearing upon mailed notice and recommended approval at its regular meeting on April 2, 2024 by a vote of 4 – 1; and (3) City Commission held a public hearing upon advertised notice and gave preliminary zoning approval at its regular meeting on May 1, 2024.

WHEREAS, the Chief Building Official advises the builder, KB Homes, requested new residential construction Building Permit (24-11589) for 7311 Stella Marina Way, Texas City, TX 77591 which use is consistent with the preliminary zoning approval and timely being within 12 months from the date of preliminary zoning approval.

WHEREAS, it is considered opinion of the City Commission that said Ordinance be amended and changed as follows for the public welfare, good, economy, and enjoyment.

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

SECTION 1: That certain property located within the City of Texas City, in the 1600-2100 block of Hwy 3, being parcels of land described as:

**METES AND BOUNDS DESCRIPTION
49.887 ACRES IN THE
JOHN SELLERS SURVEY, A-180 AND THE
S.A. & M.G. R.R. SURVEY, A-189
GALVESTON COUNTY, TEXAS**

49.887 acres of land situated in the John Sellers Survey, A-180 and the S.A. & M.G. R.R. Survey, A-189, Galveston County, Texas, being out of Lots 18-23 of the Motor Subdivision as recorded in Volume 254-A, Page 13 of the Galveston County Map Records (G.C.M.R.) and being a portion of that certain called 49.887 acre tract of

land as conveyed to KB Home Lone Star Inc and described in deed recorded under Galveston County Clerk's File Number (G.C.C.F. No.) 2019051058, and being all of Vida Costera Sec 1 Final Plat as recorded in Instrument No. 2023003386 under the Galveston County Map Records: said 49.887 acre tract of land being more particularly described by metes and bounds as follows: (bearing orientation is based on the Texas Coordinate System of 1983, South Central Zone):

BEGINNING at a 5/8-inch iron rod with cap stamped "EHRA 713-784-4500" found at the southwesterly corner of Lot 24 of said Motor Subdivision, being the northwest corner of said Lot 23, the southwesterly corner of said Vida Costera Sec 1 and being in the northeasterly line of a 40 foot Roadway recorded under Volume 254-A, Page 13 G.C.M.R.;

(1) Thence, N 48°53'25" E, with the common line of Lots 23 and 24 and said Vida Cost era Sec 1, a distance of 1,451.97 feet to a 5/8 inch iron rod with cap stamped "EHRA 713-784-4500" found for corner;

(2) Thence, S 41 °06'35" E, with the northerly line of said Vida Cost era Sec 1, a distance of 390.90 feet to a 5/8 inch iron rod with cap stamped "EHRA 713-784-4500" found for corner;

(3) Thence, N 48°53'25" E, with the northerly line of said Vida Costera Sec 1, a distance of 334.34 feet to a 5/8 inch iron rod with cap stamped "EHRA 713-784-4500" found in the southwesterly right-of-way line of State Highway No. 3 (based on a width of 137 feet) recorded under Volume 254-A, Page 13 of the G.C.M.R. and under G.C.C.F. No.'s 9115089, 9131746 and 9126860;

(4) Thence, S 41 °07'07" E, with the southwesterly right-of-way line of said State Highway No. 3, a distance of 910.00 feet to a 5/8 inch iron rod with cap stamped "TEAM" found at the northeasterly corner of that certain called 8 acre tract of land as described in deed and recorded under G.C.C.F. No. 2013003901;

(5) Thence, S 48°52'53" W, with the northwesterly line of said called 8 acres, a distance of 1,755.19 feet to a 5/8 inch iron rod with cap stamped "EHRA 713-784-4500" found in the northeasterly line of said 40 foot Roadway;

(6) Thence, N 42°29'09" W, with the northeasterly line of said 40 foot Roadway, a distance of 1,301.55 feet to the POINT OF BEGINNING and containing 49.887 acres of land.

(See attached **Exhibit A** – Survey and **Exhibit B** – Location Map)

is hereby permanently rezoned and classified as District “I” (Planned Unit Development), for a residential development in accordance with the approved General Plan (**Exhibit C**) and terms of the approved Planned Unit Development Plan (**Exhibit D**) for the Vida Costera Subdivision.

SECTION 2: That the exhibits are attached and incorporated herein by reference and made a part of this ordinance .

SECTION 3: That the City Engineer shall designate said changes from District “A” (Single Family Residential) to District “I” (Planned Unit Development) for a residential development as herinabove provided on the original zoning map, as amended, and on the duplicate copy thereof kept in the Office of the City Planning Board.

SECTION 4: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. In the event any section, clause, sentence, paragraph, or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

SECTION 5: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of the City Commission.

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

PASSED AND ADOPTED the ____ day of _____, 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle Dixon
City Attorney

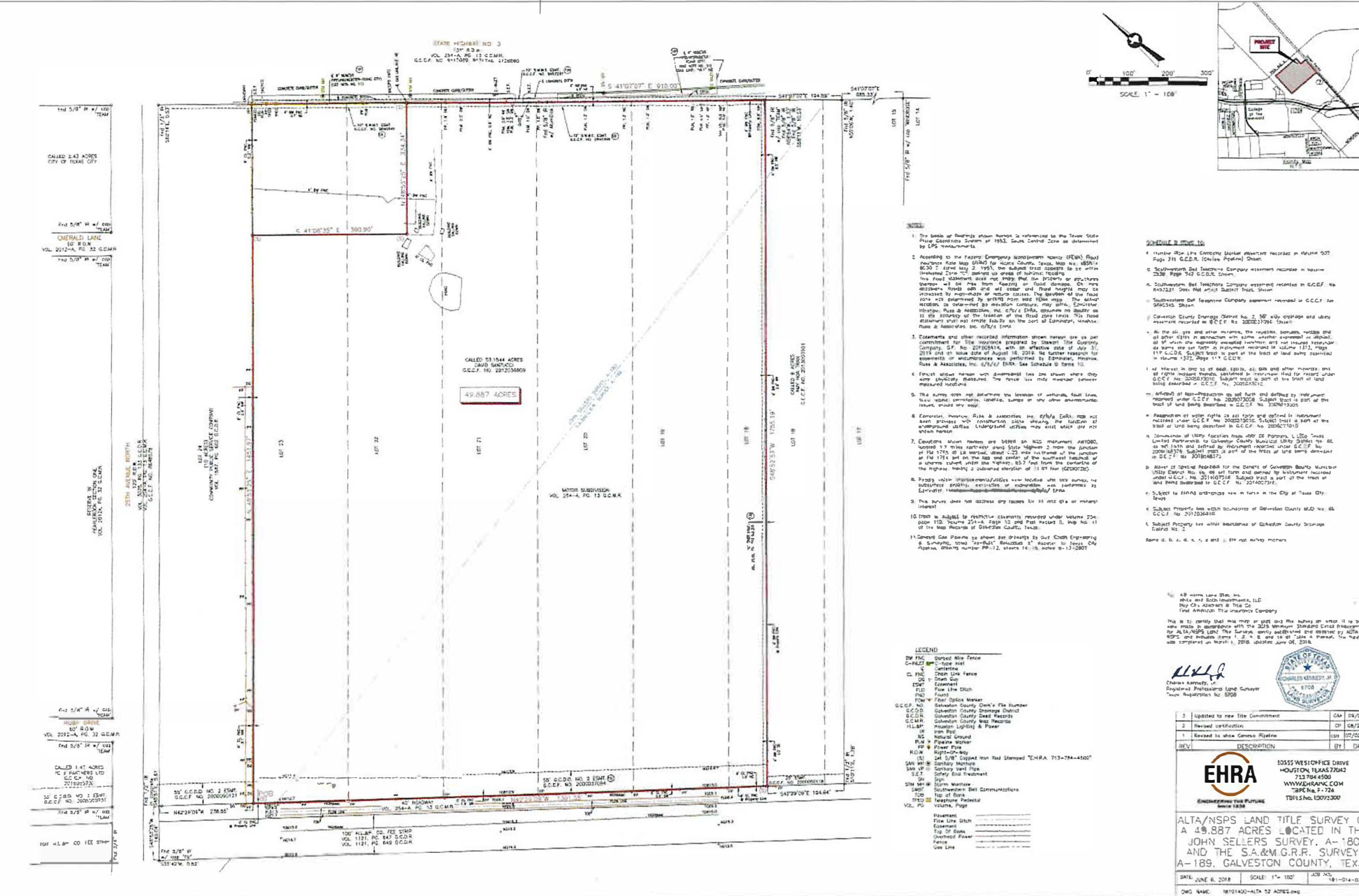


Exhibit B



25TH AVENUE N
(120' R.O.W.)
(VOL. 3075, PG. 133 G.C.D.R.)
(G.C.C.F. NO. 8648578)

OUT TRACT
3.0 AC.

STATE HIGHWAY NO. 3
(R.O.W. VARIES)

FM 1764
F.N. (R.O.W. VARIES)

SECTION 1
99 LOTS

SECTION 2
51 LOTS

SECTION 3
54 LOTS

RES 'K'

RES 'J'

RES 'I'

RES 'G'

RES 'H'

RES 'F'

RES 'E'

RES 'D'

RES 'C'

RES 'B'

RES 'A'

PUBLIC STREET #8

PUBLIC STREET #7

PUBLIC STREET #6

PUBLIC STREET #5

PUBLIC STREET #4

PUBLIC STREET #3

PUBLIC STREET #2

PUBLIC STREET #1

55 DRAINAGE ESWT.
GALVESTON COUNTY DRAINAGE DISTRICT NO. 2
(G.C.C.F. NO. 200901294)

RES 'K'

RES 'J'

RES 'I'

RES 'H'

RES 'G'

RES 'F'

RES 'E'

RES 'D'

RES 'C'

RES 'B'

RES 'A'

3.0 AC. OUT TRACT

STATE HIGHWAY NO. 3
(R.O.W. VARIES)

FM 1764
F.N. (R.O.W. VARIES)

SECTION 1
99 LOTS

SECTION 2
51 LOTS

SECTION 3
54 LOTS

Exhibit C

Vida Costera Subdivision Master Plan
 A Subdivision of 53.1544 acres out of the S.A. & M.G. R.R. Survey, A-189 and John Sellers Survey, A-180, Texas City, Galveston County, Texas. October 15, 2020 

204 Lots, 5 Blocks and 13 Reserves Totalling 9.70 Acres
Owner/Developer: KB Home Lone Star Inc., 11314 Richmond Avenue, Houston, TX, 77082. (877)238.4720.

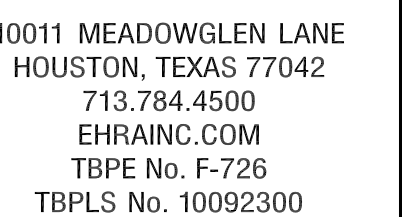
Owner/Developer: KB Home Lone Star Inc., 11314 Richmond Avenue, Houston, TX, 77082. (877)238.4720.



NORTH

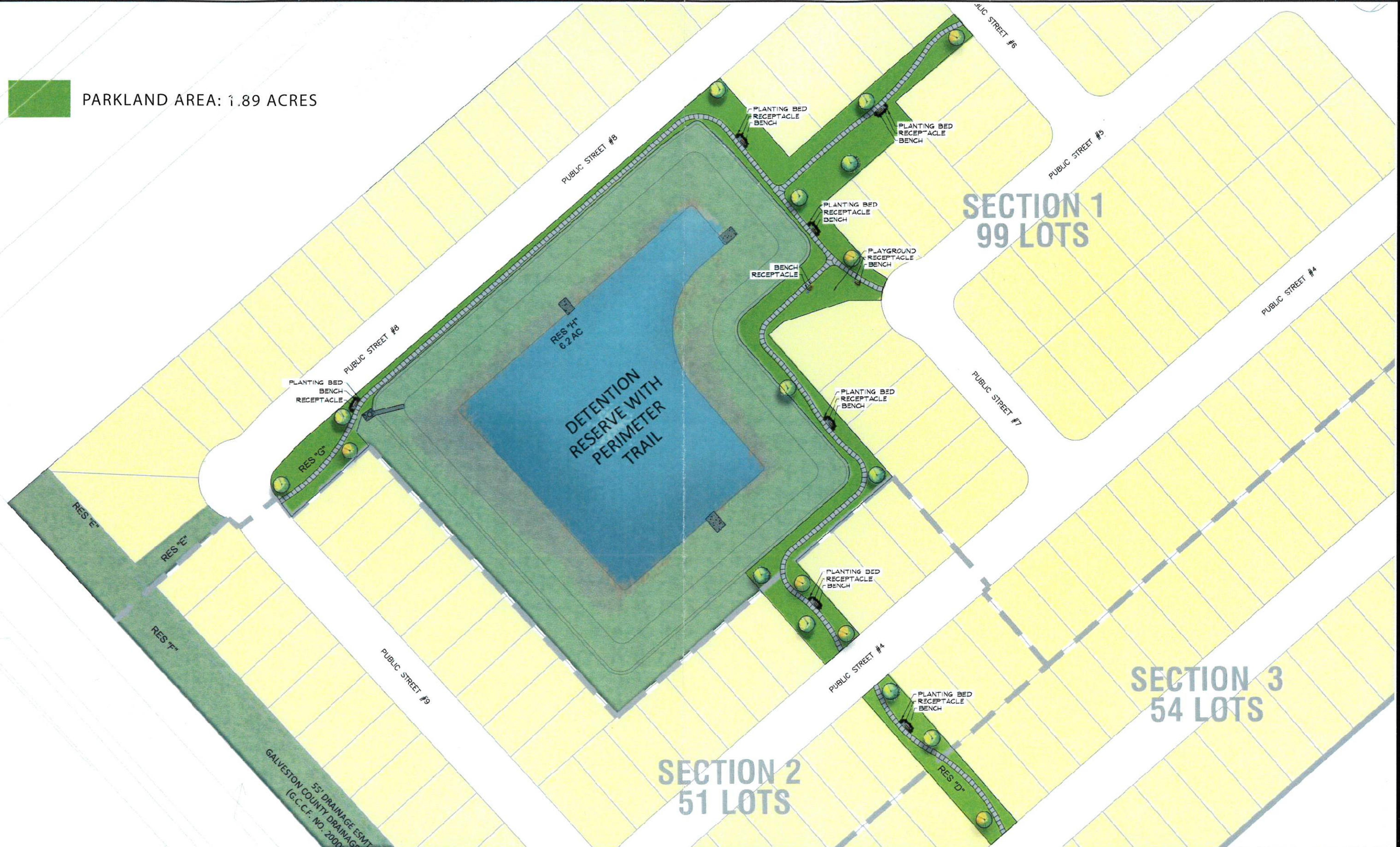


NORTH



No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

 PARKLAND AREA: 1.89 ACRES



VIDA COSTERA OPEN SPACE AMENITIES PLAN

Conceptual drawing of subdivision located in Galveston County, Texas. Details are subject to change.

October, 2020

SCALE 1"=50'



EHRA

ENGINEERING THE FUTURE

EHRA JOB NO.
181-014-00

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRA@GMAIL.COM
TBPE No. F-726
TBPLS No. 18092300

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

Planned Unit District For Vida Costera Development

Prepared For
KB Home Lone Star Inc.



Planner:
EHRA Engineering



February 20, 2024

TABLE OF CONTENTS

- I. INTRODUCTION
- II. SITE INVENTORY ANALYSIS
 - A. Opportunities and Constraints
 - B. Surrounding Land Use
- III. PROJECT DESCRIPTION
 - A. Land Use
 - B. Phasing
 - C. Street Circulation Concept
 - D. Open Space Amenities Plan
 - E. School District Zoning
- IV. ZONING
 - A. Existing Zoning
 - B. Proposed Zoning
- V. UTILITIES

EXHIBITS

- Exhibit A-1 – Project Survey
- Exhibit A-2 – Legal Description
- Exhibit B – Conceptual Lotting Plan
- Exhibit C – Open Space Amenities Plan
- Exhibit D – Zoning Map
- Exhibit E – Development Timeline
- Exhibit F – Approved Subdivision Master Plan
- Exhibit G – Recorded Section 1 Plat
- Exhibit H – MUD Annexation Document
- Exhibit I – Development Agreement (Resolution 07-101)

I. INTRODUCTION

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

This planned development document was created in accordance with City of Texas City (City) ordinances related to the "District I (PUD) Planned Unit Development". The purpose of this document is to encourage the development of the subject property and to promote the most compatible land use within the community.

The Vida Costera project is a 49.89-acre tract of land, located southwest of State Highway 3 and southeast of 25th Avenue North (Subject Tract). KB Home Lone Star Inc. (Developer) is the owner of Subject Tract, and it intends to develop the property as a single-family residential community, complete with stormwater detention facilities, parks, and open space. It is a part of Galveston County Municipal Utility District No. 66 (MUD). Exhibit A – "Project Survey" further illustrates the location of Subject Tract.

For a brief background on the Project, the Subject Tract is party to a Development Agreement (Resolution No. 07-101) approved by the City in 2007 (Exhibit J). This Development Agreement stipulated that the Subject Tract be zoned as a PUD District upon development. Since then, the Subject Tract has been conveyed multiple times to different entities until it was finally conveyed to the current Developer in 2019. However, the Developer was not made aware of the requirement for the Subject Tract to be zoned as "District I (PUD) Planned Unit Development", and it was not enforced until now. Nonetheless, a subdivision master plan, multiple plats, and construction plan sets have been approved by the City. Section 1 of the Project has been constructed, and home construction is now underway. This PUD application is presented to satisfy the zoning requirements of the Development Agreement.

II. SITE INVENTORY ANALYSIS

A. Opportunities and Constraints

Similar to surrounding properties, the Subject Tract is mostly flat with elevations ranging from approximately 11 feet above sea level on the northern side of the tract to 14 feet above sea level on the southern side of the tract. Existing physical constraints affecting development of the property include the following:

- 55' Galveston County Drainage District No. 2 Easement (G.C.C.F. No. 2000037094) adjacent to the southwest boundary of the property
- 10' Southwestern Bell Tower Easement (G.C.C.F. No. 9840345) adjacent to the northeast boundary along State Highway 3

B. Surrounding Land Use

Land uses in proximity to the Subject Tract include single-family residential tracts, institutional tracts, and undeveloped property. The tract is adjacent to State Highway 3, a Texas Department of Transportation (TxDOT) managed 4-lane roadway. A median opening exists at the center of the frontage of the tract which will allow for access to the project. On the east side of the highway there is a Union Pacific owned railroad. The area to the northeast of that remains undeveloped. Immediately north of the project is a Texas New Mexico Power Company power substation. Pearlbrook, a single-family residential community, lies to the north of 25th Avenue North. The area to the southwest, across FM 1764, is the College of the Mainland, a collegiate educational facility. To the southeast lies a multi-family apartment community currently known as "Retreat at Texas City". It is separated from the Subject Tract by a +/- 200' strip of vegetation not owned by the Developer.

III. **PROJECT DESCRIPTION**

A. Land Use

Exhibit B – "Conceptual Lotting Plan" depicts the conceptual lotting plan with the proposed land uses for the tract. The 203 single family detached lots are designed at typical dimensions of 50' in width by 120' in depth, ranging from 6,000 to 13,500 square feet, with homes that are expected to range in sales price from \$202,995 to \$300,995. The community will incorporate walking/jogging trails as well as +/- 2.6 acres of park/greenspace with a playground, seating areas, and landscaped entry reserves as displayed on Exhibit C – "Open Space Amenities Plan".

The density of the project will be approximately 4.1 units per acre, and there will be no non-residential uses. Homes in the project will be a mix of one or two stories.

The property drains into a stormwater detention pond in the center of the project which outfalls into the 55-foot-wide Galveston County Drainage District No. 2 drainage easement adjacent to the southwest boundary of the property. No portion of this tract lies within the floodplain.

Land Use Table

Land Use Category	Acreage	% of Gross Acreage
Single Family	+/- 39.6	80.0%
Detention	+/- 4.7	9.0%
Drainage	+/- 1.6	3.2%
Open space	+/- 1.3	2.6%
Parkland	+/- 2.6	5.2%
Total	+/- 49.8	100%

B. Phasing

The project consists of three separate sections of single family lots with typical dimensions of 50' wide by 120' deep. A Subdivision Master Plan was approved in November of 2020 (Exhibit F). The +/- 3.0 acre out tract included in the northern corner of the Subdivision Master Plan is not a part of this PUD because it is not owned by the Developer. The Section 1 final plat (Exhibit G) has been recorded by the City (G.C.M.R. 2023003386). The Section 1 infrastructure has been constructed and it has been accepted by the city into its maintenance period. Several Homes are under construction. The Section 2 final plat was approved by the City Planning Board on January 9, 2023. The Section 3 preliminary plat was submitted to the City in August of 2022, but no action has been taken on it.

C. Street Circulation Concept

The main point of access to the project will be known as Vida Costera Drive. It is an existing 80' boulevard that connects to State Highway 3, an existing 4-lane roadway maintained by TxDOT. A median opening exists at the center of the frontage of the tract which will allow for access to the project. A second point of access will also be provided in Section 3 that will connect to State Highway 3. Driveway permits for both entries have previously been approved by TxDOT.

D. Open Space Amenity Plan

According to the Texas City code of ordinances, a minimum of one half acre of land must be dedicated for public neighborhood park use for every 100 proposed dwelling units. Based upon the proposed amount of dwelling units illustrated on Exhibit – A “Conceptual Lotting Plan” the developer is required to dedicate +/- 1.02 acres of parkland. In accordance with the parks and open space requirements, the community will incorporate walking/jogging trails as well as +/- 2.6 acres of park/green space with a playground, seating areas, and landscaped entry reserves as displayed on Exhibit C – “Open Space Amenities Plan”. An upgraded cedar fence with masonry columns 50' on center has been constructed along the SH 3 frontage and landscaping has been installed to comply with the City's Gateway Corridor Overlay District.

The Developer has already formed a homeowner's association (“HOA”) for the community. The HOA will be responsible for all subdivision and common area maintenance other than drainage and detention maintenance which will be maintained by the MUD.

C. School District Zoning

The tract is zoned for Dickinson ISD or Texas City ISD, depending on the individual homesite location.

IV. ZONING

A. Existing Zoning

As illustrated on the current Texas City Zoning Map on the City's website, the project is zoned as "District A Single Family Residential", permitting a minimum 50' lot width and a minimum 100' lot depth with a minimum square footage of 6,000. A portion of the property resides within the "Gateway Corridor Overlay District." The existing zoning classifications for the subject property and surrounding properties are further illustrated on Exhibit D – "Zoning Map".

B. Proposed Zoning

The purpose of this document is to redefine the zoning of the Subject Tract to "District I (PUD) Planned Unit Development District". The lot dimensions to be permitted within this PUD shall be a minimum 50' lot width and a minimum 100' lot depth with a minimum square footage of 6,000. The minimum lot depth shall not apply to lots that front cul-de-sacs or knuckles, but the minimum lot width and square footage requirements shall still apply. The Developer will abide by rules and regulations of the Texas City Code of Ordinances other than those being modified herein. This PUD is not meant to remove any requirements associated with the Gateway Corridor Overlay District, and all such requirements shall still apply.

V. UTILITIES

All utilities including the water distribution center, sanitary sewer collection system, and the storm water drainage system will be provided by the Galveston County Municipal Utility District No. 66.

(THIS SPACE INTENTIONALLY LEFT BLANK)

Exhibit 'A-2' - Legal Description

**METES AND BOUNDS DESCRIPTION
49.887 ACRES IN THE
JOHN SELLERS SURVEY, A-180 AND THE
S.A. & M.G. R.R. SURVEY, A-189
GALVESTON COUNTY, TEXAS**

49.887 acres of land situated in the John Sellers Survey, A-180 and the S.A. & M.G. R.R. Survey, A-189, Galveston County, Texas, being out of Lots 18-23 of the Motor Subdivision as recorded in Volume 254-A, Page 13 of the Galveston County Map Records (G.C.M.R.) and being a portion of that certain called 49.887 acre tract of land as conveyed to KB Home Lone Star Inc and described in deed recorded under Galveston County Clerk's File Number (G.C.C.F. No.) 2019051058, and being all of Vida Costera Sec 1 Final Plat as recorded in Instrument No. 2023003386 under the Galveston County Map Records: said 49.887 acre tract of land being more particularly described by metes and bounds as follows: (bearing orientation is based on the Texas Coordinate System of 1983, South Central Zone):

BEGINNING at a 5/8 inch iron rod with cap stamped "EHRA 713-784-4500" found at the southwesterly corner of Lot 24 of said Motor Subdivision, being the northwest corner of said Lot 23, the southwesterly corner of said Vida Costera Sec 1 and being in the northeasterly line of a 40 foot Roadway recorded under Volume 254-A, Page 13 G.C.M.R.;

- (1) **Thence**, N 48°53'25" E, with the common line of Lots 23 and 24 and said Vida Costera Sec 1, a distance of 1,451.97 feet to a 5/8 inch iron rod with cap stamped "EHRA 713-784-4500" found for corner;
- (2) **Thence**, S 41°06'35" E, with the northerly line of said Vida Costera Sec 1, a distance of 390.90 feet to a 5/8 inch iron rod with cap stamped "EHRA 713-784-4500" found for corner;
- (3) **Thence**, N 48°53'25" E, with the northerly line of said Vida Costera Sec 1, a distance of 334.34 feet to a 5/8 inch iron rod with cap stamped "EHRA 713-784-4500" found in the southwesterly right-of-way line of State Highway No. 3 (based on a width of 137 feet) recorded under Volume 254-A, Page 13 of the G.C.M.R. and under G.C.C.F. No.'s 9115089, 9131746 and 9126860;
- (4) **Thence**, S 41°07'07" E, with the southwesterly right-of-way line of said State Highway No. 3, a distance of 910.00 feet to a 5/8 inch iron rod with cap stamped "TEAM" found at the northeasterly corner of that certain called 8 acre tract of land as described in deed and recorded under G.C.C.F. No. 2013003901;
- (5) **Thence**, S 48°52'53" W, with the northwesterly line of said called 8 acres, a distance of 1,755.19 feet to a 5/8 inch iron rod with cap stamped "EHRA 713-784-4500" found in the northeasterly line of said 40 foot Roadway;
- (6) **Thence**, N 42°29'09" W, with the northeasterly line of said 40 foot Roadway, a distance of 1,301.55 feet to the **POINT OF BEGINNING** and containing 49.887 acres of land.

This description accompanies a Exhibit, prepared by Edminster, Hinshaw, Russ and Associates, Inc. d/b/a EHRA and dated February 19, 2024.

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a EHRA



Charles Kennedy, Jr., R.P.L.S.
Texas Registration No. 5708
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500
TBPLS No. 10092300



Date: 06/06/2018 (rev 09/04/2019)/updated 02/19/2024

Job No: 181-014-00

File No: R:\2018\181-014-00\Documents\Description\Boundary\18101400-LTS 49.887 AC_updated(2-19-2024).docx

kb HOME

EMMET F. LOWRY EXPRESSWAY

25th AVE. N.

STATE HIGHWAY 8

SECTION 1
98 LOTS

SECTION 2
49 LOTS

SECTION 3
56 LOTS

RETENTION
POND
PERIMETER
TOTAL
± 4.7 AC.

LAND USE AREAS & LOT TOTALS	
50' x 120' Typical: 203 Lots	
Total	203 Lots
Detention	± 4.7 AC.
Drainage	± 1.6 AC.
Open Space	± 1.3 AC.
Parkland Dedication	± 2.6 AC.
Total	203 Lots ± 49.8 AC.

Texas City, Galveston County, Texas

P:\161-014-001_Landplan_Vida Costera_20240219.dwg Feb 19, 2024 11:50am Edited by: mjrutillo

February 19, 2024



EHRA JOB NO.
181-014-00-06

ENGINEERING THE FUTURE
SINCE 1936

EHRA

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRATEAM
TBE No. F-726
TBPLS No. 10092300

Exhibit 'C' - Open Space Amenities Plan



GENERAL NOTES

- [illegible]

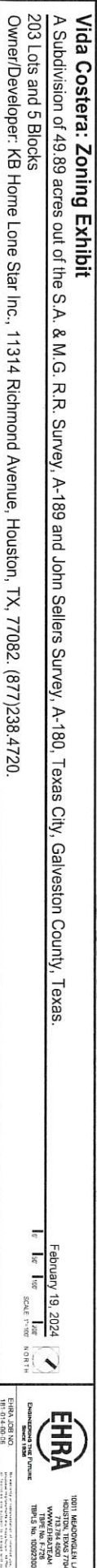


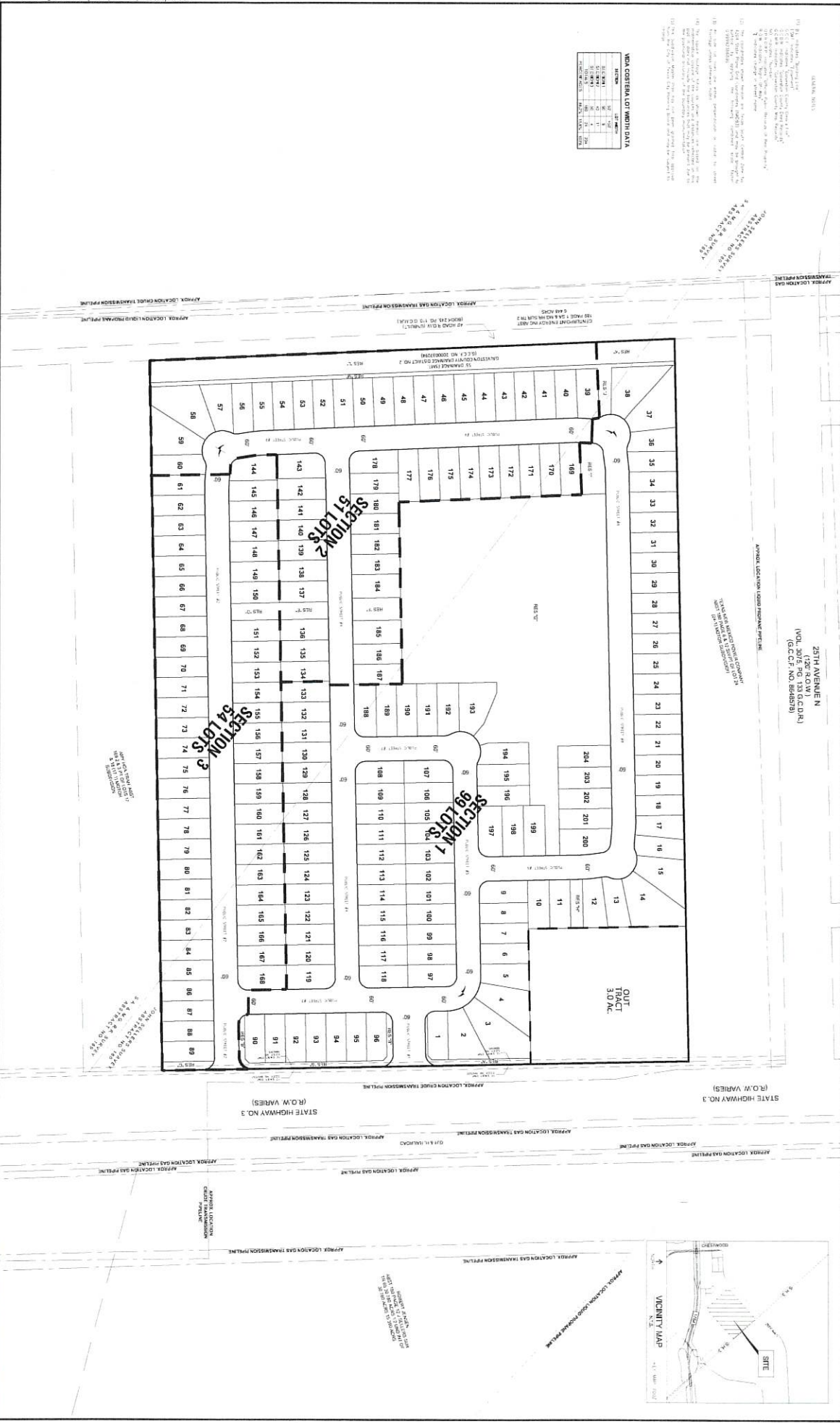
EXHIBIT E

Development Timeline

MUD Annexation	September 11, 2006
Development Agreement Approval	August 15, 2007
Subdivision Master Plan Approval	November 2, 2020
Section 1 Final Plat Approval	August 18, 2021
Section 2 Final Plat Approval	January 9, 2023
Section 1 Plat Recordation	January 23, 2023
PUD Application Submission	December 14, 2023
Planning Board Approval	March 4, 2024
Zoning Commission Approval (Anticipated)	March 19, 2024
City Commission Approval (Anticipated)	April 3, 2024
Section 2 Construction Begins (Anticipated)	July 2026
Section 2 Construction Completed (Anticipated)	January 2027
Section 3 Construction Begins (Anticipated)	August 2029
Section 3 Construction Completed (Anticipated)	February 2030
Project Buildout (Anticipated)	January 2033

**The anticipated dates are subject to change due to fluctuating market conditions*

Exhibit 'F' - Approved Subdivision Master Plan



WIDA COSTERA LOT WIDTH DATA

LOT	WIDTH	DEPTH	AREA
1	100.00	100.00	10000.00
2	100.00	100.00	10000.00
3	100.00	100.00	10000.00
4	100.00	100.00	10000.00
5	100.00	100.00	10000.00
6	100.00	100.00	10000.00
7	100.00	100.00	10000.00
8	100.00	100.00	10000.00
9	100.00	100.00	10000.00
10	100.00	100.00	10000.00

Vida Costera Subdivision Master Plan

A Subdivision of 53.1544 acres out of the S.A. & M.G. R.R. Survey, A-189 and John Sellers Survey, A-180, Texas City, Galveston County, Texas.

Owner/Developer: KB Home Lone Star Inc., 11314 Richmond Avenue, Houston, TX, 77082. (877)238.4720.

October 15, 2020

Scale: 1"=100'

North Arrow

EHRA

1001 Main Street, Suite 100, Houston, Texas 77002

Phone: 713.778.1111

Fax: 713.778.1112

Website: www.ehra.com

FINAL PLAT

98 LOTS 5 BLOCKS 6 RESERVES

JANUARY, 2022

10011 MEADOWCLEN L
HOUSTON, TEXAS 77060
713-784-4500
WWW.EHRAINCO.COM
TBE No. F-726
TBE No. 10092300

JOB NO. 181-014-00

SHEET 2 OF 2

Address: _____
 DWIGHT D. SULLIVAN, County Clerk
 Galveston, Seelye Bldg.
 By *[Signature]* Deputy
 Aaron C. Marcus

2023003386 pg 2 of 2

E4194

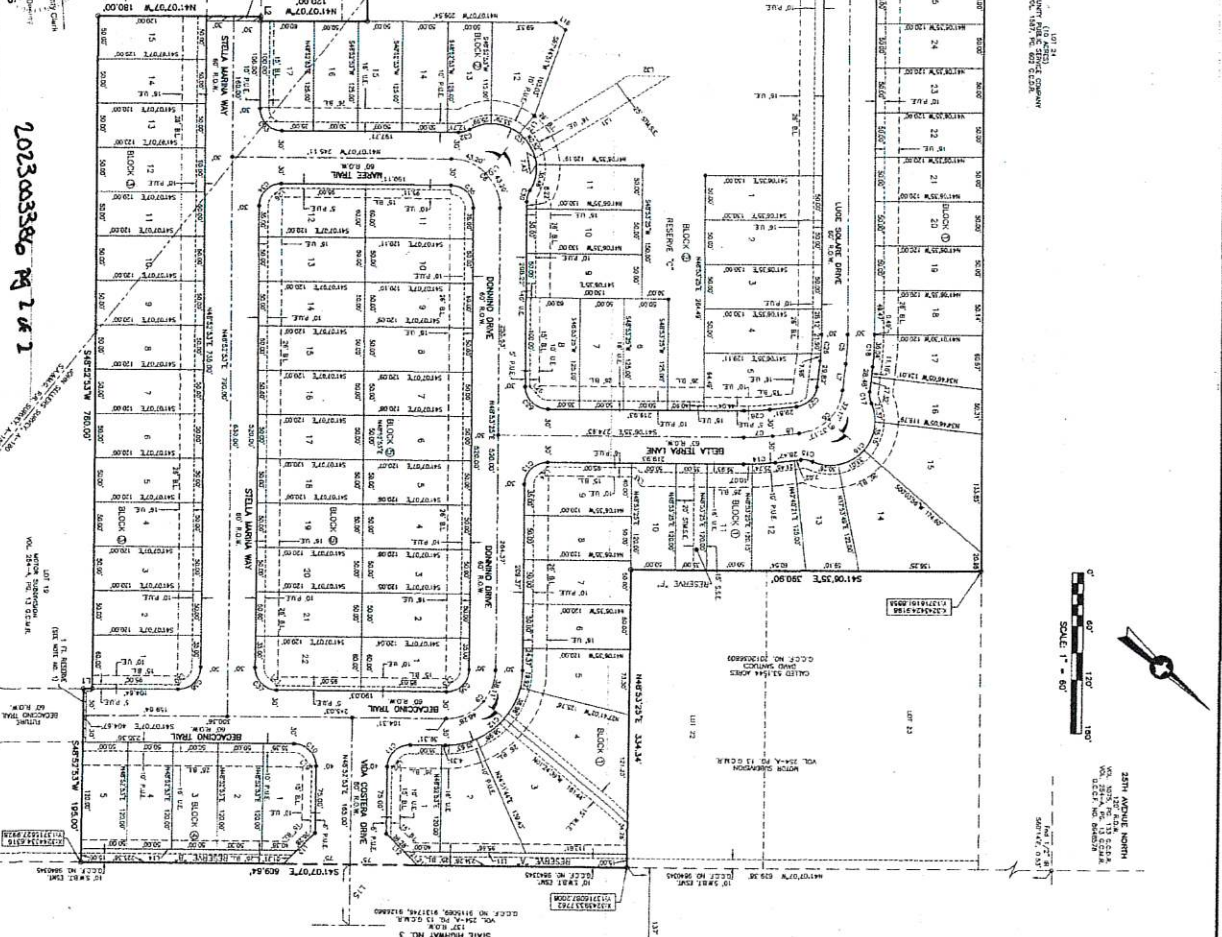
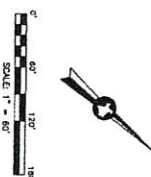
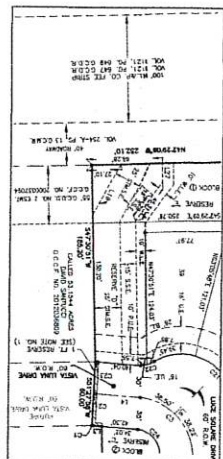


Exhibit 'H' - MUD Annexation Document

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



THE STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that this is a true and correct copy of a
Texas Commission on Environmental Quality document,
which is filed in the permanent records of the Commission.
Given under my hand and the seal of office on
LaDonna Castanuela SEP 11 2006
LaDonna Castanuela, Chief Clerk
Texas Commission on Environmental Quality

AN ORDER GRANTING THE PETITION FOR CREATION OF GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 66 AND APPOINTING TEMPORARY DIRECTORS

A petition by HWY, 66 Partners, Ltd. (hereafter "Petitioner") was presented to the Executive Director of the Texas Commission on Environmental Quality (hereafter "Commission") for approval of the creation of Galveston County Municipal Utility District No. 66 (hereafter "District") pursuant to Article XVI, Section 59 of the TEXAS CONSTITUTION and TEX. WATER CODE, Chapters 49 and 54.

The Commission has jurisdiction to consider this matter, and the following Findings of Fact and Conclusions of Law are appropriate after examining the application and supporting documentation:

FINDINGS OF FACT

1. On January 23, 2006, a petition for the creation of Galveston County Municipal Utility District No. 66 was filed with the Commission pursuant to TEX. WATER CODE, Chapters 49 and 54.
 - a. The petition for creation of the proposed District was signed by a duly authorized officer of the Applicant, which represents they hold title and are the owner to a majority in value of the land proposed to be included within the proposed District's boundaries in accordance with TEX. WATER CODE § 54.014.
 - b. The application contains information required by TEX. WATER CODE § 54.015 and 30 TEX. ADMIN. CODE § 293.11.
 - c. By petition, the Petitioner represents that there are two lien holders on the land in the proposed District. Evidence of lien holder consent has been provided.
2. Proper notice of this application was given pursuant to TEX. WATER CODE § 49.011 and 30 TEX. ADMIN. CODE § 293.12.
 - a. Proper notice of the application was published on July 28 and August 3 of 2006 in The Houston Chronicle, a newspaper regularly published and generally circulated in Galveston County, Texas, which is the county in which the proposed District is to be located.

- b. On July 28, 2006, proper notice of the application was posted on the bulletin board used for posting legal notices in Galveston County, Texas, which is the county in which the proposed District is to be located.

3. The appropriate and necessary deposits and fees associated with the filing of the application for creation of the proposed District have been paid to the Commission.

4. The affidavits of proposed temporary directors of the proposed District have been reviewed. The proposed temporary directors are:

Jeffrey M. Cravey
Renee Dale Koch

Eryn Elliott
Susan White

Joe P. Jameson, Jr.

5. Each of the persons named in Finding of Fact No. 4 is qualified to serve as a temporary director of the proposed District as each: (1) is at least 18 years old; (2) is a resident of the State of Texas; (3) either owns land subject to taxation within the proposed District, or is a qualified voter within the District; and (4) has completed and filed with the Commission an application for consideration of appointment as temporary director in the form and substance required by the Rules of the Commission.

6. The entire proposed District consists of 309.6 acres of land located entirely in Galveston County, Texas, and within the corporate limits of the City of Texas City, and no part of the proposed District will be located within the corporate limits or extraterritorial jurisdiction of any other city, town or village of the State of Texas.

7. The metes and bounds description of the proposed District has been checked by the Commission's staff and was found to form an acceptable closure.

8. By City of Texas City, Texas, Resolution No. 06-08 (amending Resolution No. 05-130), effective January 18, 2006, the City of Texas City, Texas, has consented to the creation of the proposed District, as required by TEX. WATER CODE § 54.016 and TEX. LOC. GOV'T CODE § 42.042.

9. The proposed project as set out in the application is feasible and practicable.

- a. There is an ample supply of water available, and the terrain of the area to be included in the proposed District is such that waterworks, wastewater, and drainage and storm sewer systems can be constructed or acquired at reasonable cost.
- b. Projected construction cost for the project is reasonable at approximately \$16,295,000.
- c. The proposed District's combined projected tax rate of \$0.9452 per \$100 assessed valuation is reasonable and comparable to tax rates in the surrounding area.
- d. Projected water and wastewater rates are reasonable.

- e. A market study was provided which indicates that there is growth potential to support the proposed District.

10. The creation of the proposed District as set out in the application is necessary and would be a benefit to the land to be included in the proposed District.

11. The creation of the proposed District and its system and subsequent development within the proposed District will not have an unreasonable effect on land elevation, subsidence, groundwater level within the region, recharge capability of a groundwater source, natural run-off rates and drainage, water quality, and total tax assessments on all land located within the proposed District.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction to consider this application and is authorized to make and enter its Findings of Fact, Conclusions of Law, and Orders with respect to the creation of the proposed District.

2. All of the land and property proposed may properly be included within the proposed District.

3. All statutory and regulatory requirements for creation of Galveston County Municipal Utility District No. 66 have been fulfilled in accordance with TEX. WATER CODE § 54.021 and 30 TEX. ADMIN. CODE §§ 293.11-293.13.

NOW THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY THAT:

1. The petition for the creation of Galveston County Municipal Utility District No. 66 is hereby granted.

2. The District is created under the terms and conditions of Article XVI, Section 59 of the TEXAS CONSTITUTION and TEX. WATER CODE, Chapters 49 and 54.

3. The District shall have all of the rights, powers, privileges, authority, and functions conferred and shall be subject to all duties imposed by the Texas Commission on Environmental Quality and the general laws of the State of Texas relating to municipal utility districts.

4. The District shall be composed of an area situated wholly within Galveston County, Texas, described by the metes and bounds in Exhibit "A", attached hereto and incorporated herein for all purposes.

5. The following persons are hereby named and appointed as temporary directors of the District, to serve until their successors are elected or have been appointed in accordance with applicable law:

Jeffrey M. Cravey
Renee Dale Koch

Eryn Elliott
Susan White

Joe P. Jameson, Jr.

6. The foregoing temporary directors shall, as soon as practicable after the date of entry of this Order, execute their official bonds and take their official oaths of office. All such bonds shall be approved by the Board of Directors of the District and each bond and oath shall be filed with the District and retained in its records.

7. This Order shall in no event be construed as an approval of any proposed agreement or of any particular item in any document provided in support of the petition for creation, nor as a commitment or requirement of the Commission in the future to approve or disapprove any particular item or agreement in future applications submitted by the District for Commission consideration.

8. This Order shall not constitute approval or recognition of the validity of any provision in the City of Texas City, Texas, Resolution No. 06-08 (amending Resolution No. 05-130), effective January 18, 2006, nor any other ordinance/resolution incorporated therein by reference to the extent that such provision exceeds the authority granted to the City of Texas City by the laws of the State of Texas.

9. The District is directed to pursue negotiations with the City of Texas City regarding a rebate of City taxes as compensation for District funding of water, wastewater, and drainage facilities.

10. The Chief Clerk of the Commission shall forward a copy of this Order to all affected persons.

11. If any provision, sentence, clause, or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.

Issue Date: **SEP 06 2006**

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY


For the Commission

Handwritten: Northern Portion Tract 1

53.1544 Acres of Land

Texas City, Texas

John Sellers League Survey A-180

TRACT 1:

METES AND BOUNDS DESCRIPTION

53.1544 ACRES OF LAND

JOHN SELLERS LEAGUE SURVEY A-180

Being 53.1544 acres of land situated in the John Sellers League Survey A-180, Galveston County, Texas, and being a portion of a called N.W. 4 acres of Lot 18 and all of Lots 19-23, Motor Subdivision as recorded under volume 254, page 110 Galveston County Map Records. Said 53.1544 acres of land being more fully described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap set for the southwesterly boundary corner of said Lot 24 and the northwesterly boundary corner of said Lot 23 18.1767 acres tract and being in the easterly boundary line of a called 40' feet road way;

THENCE North 47°33'30" East, along the common boundary line between said Lot 23 and Lot 24 for a distance of 1791.94 feet to 5/8 inch iron rod with plastic cap set for corner in the westerly right-of-way line of State Highway 3 based on a width of 150 feet;

THENCE South 42°26'30" East, along the westerly right-of-way line of State Highway 3 passing the common boundary corner between Lot 18 and 19 at a distance of 1204.05 feet and continuing on for a total distance of 1300.89 feet to 5/8 inch iron rod with plastic cap set for corner;

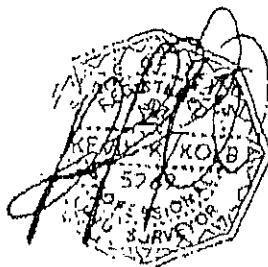
THENCE South 47°34'02" West, over and across said Lot 18 for a distance of 1791.94 feet to 5/8 inch iron rod with plastic cap set for corner in the easterly right-of-way line of said 40' roadway;

THENCE North 42°26'30" West, along the easterly right-of-way line of said 40' roadway for a distance of 1300.61' feet back to the **POINT OF BEGINNING** and containing within these calls 53.1544 acres or 2,315,404 square feet of land

A survey plat has not been prepared in conjunction with this metes and bounds description, by Kevin K. Kolb RPLS 5269

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation

Compiled by:
TOTAL SURVEYORS, INC.
4301 Center Street
Deer Park, Texas 77538
281-479-8719



June 14, 2005

Handwritten: "Exhibit A"

Tract 1:

* Northern Portion
Tract 2

METES AND BOUNDS DESCRIPTION
161.9792 ACRES OF LAND
JOHN SELLERS LEAGUE SURVEY A-180

Being 161.9792 acres of land situated in the John Sellers League Survey A-180, Galveston County, Texas, and being all of lots 25-35, Motor Subdivision as recorded under Volume 254, Page 110 Galveston County Map Records. Said 161.9792 acres of land being more fully described by metes and bounds as follows:

BEGINNING at a point for corner in the westerly right-of-way line of called 25th Street based on a width of 120 feet and the southerly most corner of said Lot 25 and the northerly right-of-way line of a called 40-foot roadway;

THENCE North 42°23'17" West, along the westerly boundary line of a called 6.8974 acres tract conveyed to the Galveston County Drainage District as recorded under Galveston County Clerks File No. 2005000731 for a distance of 508.12 feet;

THENCE North 42°26'30" West continuing along the westerly boundary line of said 6.8974 acres tract for a distance of 1752.95 feet, to 5/8 inch iron rod with plastic cap set for corner in the south boundary line of a called 19.853 acres tract conveyed by deed to Richard J. Cano as recorded under Galveston County Clerks File No. 9607095;

THENCE North 47°33'30" East, along the south boundary line of said 6.8974 acres tract for a distance of 20.01 feet to 5/8 inch iron rod with plastic cap set for corner;

THENCE North 42°23'33" West, along the westerly boundary line of said 6.8974 acres for a distance of 1146.00 feet to 5/8 in. iron rod with plastic cap set for corner in the south boundary line of said 19.853-acre tract;

THENCE South 87°23'01" West along the south boundary line of said 19.853 acres tract for a distance of 75.71 feet;

THENCE North 42°29'08" West, a distance of 149.25 feet;

THENCE North 02°45'59" West, a distance of 796.24 feet;

THENCE North 87°23'03" East, a distance of 706.39 feet to a point at the beginning of a non-tangent curve to the left;

THENCE along said curve to the left with a radius of 630 18 feet, with a curve length of 526.31 feet, and a delta angle of 47°51'07" along with chord of North 68°22'50" East and 511 15 feet;

THENCE North 87°23'01" East a distance of 494.98 feet;

THENCE South 41°39'03" East a distance of 596.49 feet;

THENCE North $87^{\circ}23'01''$ East a distance of 39.90 feet to 5/8 inch iron rod with plastic cap set for corner in the westerly right-of-way line of State Highway 3 a called width of 150 feet;

THENCE South $41^{\circ}06'14''$ East, along the westerly right-of-way of said State Highway 3, total distance of 2688.63 feet to 5/8-inch iron rod with plastic cap set for corner in the westerly right-of-way line of said 25th Street;

THENCE South $48^{\circ}54'50''$ West along the westerly right-of-way line of said 25th Street for a distance of 1832.12 feet back to the POINT OF BEGINNING and containing with these calls 161.9792 acres or 7,055,814 square feet of land.

Northern Portion: Tract 3

TRACT 3:

7.5795 Acres of Land
Texas City Texas
John Sellers League Survey A-180**METES AND BOUNDS DESCRIPTION
7.5795 ACRES OF LAND
JOHN SELLERS LEAGUE SURVEY A-180**

Being 7.5795 acres of land situated in the John Sellers League Survey A-180, Galveston County, Texas, and being a portion of a called 10.184 acres out of Lot 6, Share G, as recorded under Galveston County Clerks File No. 9820737. Said 7.5795 acres of land being more fully described by metes and bounds as follows:

COMMENCING at a 1 inch iron pipe with cap found for the southeasterly boundary corner of said 10.184 acres tract and being in the westerly boundary line of a called 100' feet H.L.&P right-of-way also known as the Old Galveston Houston Electric Railway,

THENCE North 42°28'42" West, along the westerly boundary line of said 100' feet H.L. &P right-of-way, passing the southerly right-of way line of 25th Street (based on a 120 feet width) at a distance of 181.26' feet for a total distance of 301.28' feet to a 5/8 inch iron rod with plastic cap set for the **POINT OF BEGINNING** of herein described tract of land, said corner also being the beginning of a non-tangent curve to the right;

THENCE along the northerly right-of-way line of said 25th Street with said curve to the right, having a radius of 510.70 and curve length of 344.06 feet a delta angle of 38°36'02", with a chord bearing S 68°01'18" W for a distance of 337.59 feet;

THENCE South 87°19'26" West, along the northerly right-of-way line of said 25th Street for a distance of 346.87' feet to a 5/8 inch iron rod with plastic cap set for the southeasterly boundary corner of a called 7.499 acres tract conveyed by deed to Richard J. Cano as recorded under Galveston County Clerks File No. 8424080;

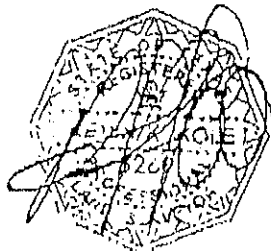
THENCE North 02°49'42" West, along the easterly boundary line of said 7.499 acres tract for a distance of 914.15' feet to a 5/8 inch iron rod with plastic cap set for the northeasterly boundary corner of a called 7.499 acres tract said corner being in the westerly boundary line of said 100' feet H.L.&P right-of-way;

THENCE South 42°26'42" East, along the westerly boundary line of said 100' feet H.L.&P right-of-way for a distance of 1044.12' feet back to the **POINT OF BEGINNING** and containing within these calls 7.5795 acres or 330,163 square feet of land

A survey plat has not been prepared in conjunction with this metes and bounds description, by Kevin K. Kolb, RPLS 5289

The square footage totals as shown herein are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation

Compiled by
TOTAL SURVEYORS, INC.
4301 Center Street
Deer Park, Texas 77536
281-474-8719



June 14, 2005

Northern Portion Tract 4

TRACT 4:

18.1767 Acres of Land

Texas City, Texas

John Sellers League Survey A-180

METES AND BOUNDS DESCRIPTION
18.1767 ACRES OF LAND
JOHN SELLERS LEAGUE SURVEY A-180

Being 18.1767 acres of land situated in the John Sellers League Survey A-180, Galveston County, Texas, and being a portion of a called 18.179 acres out of Lot B, Share F, conveyed by deed as recorded under Galveston County Clerks File No. 9820737. Said 18.1767 acres of land being more fully described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap set for the southeasterly boundary corner of said 18.1767 acres tract and being in the westerly boundary line of a called 100' feet H.L.&P right-of-way also known as the Old Galveston Houston Electric Railway;

THENCE South $87^{\circ}16'52''$ West, along the southerly boundary line of said 18.1767 acres for a distance of 1146.15 feet to 5/8 inch iron rod with plastic cap set for corner;

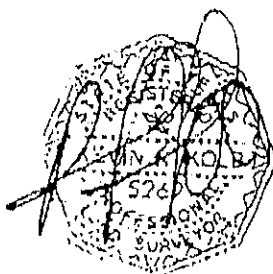
THENCE North $02^{\circ}52'08''$ West, along the westerly boundary line of said 18.1767 acres for a distance of 1381.63 feet to 5/8 inch iron rod with plastic cap set for corner in the westerly boundary line of said 100' feet H.L.&P right-of-way;

THENCE South $42^{\circ}28'08''$ East, along the westerly boundary line of said 100' feet H.L.&P right-of-way for a distance of 1797.46' feet back to the **POINT OF BEGINNING** and containing within these calls 18.1767 acres or 791,777 square feet of land.

A survey plat has not been prepared in conjunction with this metes and bounds description, by Kevin K. Kolb, RPLS 5269.

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:
TOTAL SURVEYORS, INC.
4301 Center Street
Deer Park, Texas 77538
281-479-8719



June 14, 2005

Northern Portion : Tract 5

TRACT 5:

0.5864 Acres of Land

Texas City, Texas

John Sellers League Survey A-180

**METES AND BOUNDS DESCRIPTION
0.5864 ACRES OF LAND
JOHN SELLERS LEAGUE SURVEY A-180**

Being 0.5864 acres of land situated in the John Sellers League Survey A-180, Galveston County, Texas, and being a portion of a called 10.184 acres out of Lot 6, Share G, as recorded under Galveston County Clerks File No.9820737. Said 0.5864 acres of land being more fully described by metes and bounds as follows:

BEGINING at a 1 inch iron pipe with cap found for the southeasterly boundary corner of said 10.184 acres tract and being in the westerly boundary line of a called 100' feet H.L. & P right-of-way also known as the Old Galveston Houston Electric Railway;

THENCE South 87°19'18" West, along the southerly boundary line of said 10.184 acres tract, for a distance of 509.88' feet to a 5/8 inch iron rod with plastic cap set for corner in the southerly right-of-way line of 25th Street (based on a 120 feet width). Said corner also being the beginning of a curve to the left;

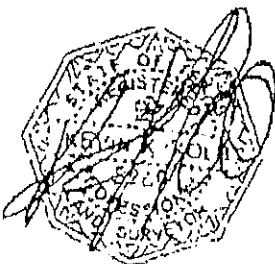
THENCE along the southerly right-of-way line of said 25th Street with said curve to the Left, having a radius of 630.70 and curve length of 425.80 feet a delta angle of 38°41'27", with a chord bearing N 67°50'42" E for a distance 417.85 feet;

THENCE South 42°26'42" East, for a distance of 181.26' feet back to the **POINT OF BEGINNING** and containing within these calls 0.5864 acres or 25,542 square feet of land.

A survey plat has not been prepared in conjunction with this metes and bounds description, by Kevin K. Kolb, RPLS 5269.

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:
TOTAL SURVEYORS, INC.
4301 Center Street
Deer Park, Texas 77536
281-476-8719



July 12, 2005

Southern Portion : Tract 1

**METES AND BOUNDS DESCRIPTION
33.1485 ACRES OF LAND
SA & MG RR CO. SURVEY A-189**

Being 33 1485 acres of land situated in the SA & MG RR CO. Survey A-189, Galveston County, Texas, and being a portion of Lots 3 through 14 of the Motor Subdivision, as recorded under Book 254-A, Page 13 of the Galveston County Map Records, and a portion of a 40-foot Dedicated Roadway. Said acres of land being more fully described by metes and bounds as follows:

BEGINNING at a TxDOT Monument for corner in the southerly right-of-way line of Farm Road 1764 (variable width) and the southeasterly boundary corner of said Lot 14;

THENCE South $75^{\circ}03'23''$ East, continuing along the southerly right-of-way line of said Farm Road 1764, for a distance of 807.79 feet to a 5/8-inch iron rod with plastic cap set for corner;

THENCE South $59^{\circ}19'02''$ East, continuing along the southerly right-of-way line of said Farm Road 1764, passing the common boundary corner between Lots 11 and 12 at a distance of 74.33 feet and continuing on for a total distance of 304.16 feet;

THENCE South $37^{\circ}03'23''$ East, continuing along the southerly right-of-way of said Farm Road 1764, for a distance of 32.19 feet to a corner in the right-of-way of said 40-foot Dedicated Roadway;

THENCE South $37^{\circ}34'19''$ East, along the southerly right-of-way line of said F.M. 1764, for a distance of 92.04 feet to a 5/8 inch iron rod with plastic cap set for corner, said corner being the beginning of a non-tangent curve to the left;

THENCE along said curve to the left having an arc distance of 329.00 feet, with a radius of 290.00 feet, a delta angle $65^{\circ}00'04''$ and a cord bearing South $69^{\circ}33'25''$ East for a distance of 311.64 feet to a 5/8 inch iron rod with plastic cap set for corner;

THENCE South $12^{\circ}03'23''$ East, a distance of 46.15 feet, to 5/8 inch iron rod with plastic cap set for corner, said corner being the beginning of a non-tangent curve to the left;

THENCE along said curve to the left having an arc distance of 388.74 feet, with a radius of 764.52 feet, a delta angle $29^{\circ}08'01''$ and a cord bearing South $26^{\circ}37'23''$ East for a distance of 384.56 feet to a 5/8 inch iron rod with plastic cap set for corner;

THENCE South $41^{\circ}11'23''$ East, for a distance of 1074.39 feet to a 5/8-inch iron rod with plastic cap set for corner;

THENCE North $48^{\circ}48'37''$ East, for a distance of 95.83 feet to a 5/8- inch iron rod with plastic cap set for corner, said corner being the northwesterly boundary corner of Memorial Professional Center;

THENCE South $41^{\circ}11'23''$ East, along the westerly boundary line of said Memorial Professional Center for a distance of 206.00 feet to a 5/8 inch iron rod with plastic cap set for corner in the northerly right-of-way line of said Memorial Drive;

THENCE South $48^{\circ}48'37''$ West, along the northerly right-of-way line of said Memorial Drive for a distance of 603.06 feet to a 5/8 inch iron rod with plastic cap set for corner;

THENCE North $42^{\circ}31'58''$ West, continuing along the westerly boundary line of said Motor Subdivision, for a distance of 2,061.26 feet;

THENCE North $42^{\circ}31'23''$ West, a distance of 990.46 feet to a found TxDOT Monument far corner in the southerly right-of-way line of said Farm Road 1764;

THENCE North $48^{\circ}48'37''$ East along the southerly right-of-way line of said Farm Road 1764 at a distance of 13.05 feet back to the POINT OF BEGINNING and containing within these calls 33.1485 acres or, 1,443,949 square feet of land.

SOUTHERN PORTION, TRACT 2
METES AND BOUNDS DESCRIPTION
30 0097 ACRES OF LAND
SA & MG RR CO SURVEY A-189

Being 30.0097 acres of land situated in the SA & MG RR CO. Survey A-189, Galveston County, Texas, and being portion of that 100 Roadway known as Vuather Road. Said 30 0097 acres of land being more fully described by metes and bounds as follows;

BEGINNING at a point for corner marking the intersection of the southerly right-of-way line of Farm Road 1764 (variable width), with the easterly right-of-way line of Vuather Road (based on a 100 feet width,), said corner also being in the westerly right-of-way line of 100-foot H L & P. Easement also known as (Old Galveston Houston Electric Railway);

THENCE, South 42° 31' 23" East, along the easterly right-of-way line of said Vuather Road and the westerly right-of-way line of said 100-foot H L & P. Easement for a distance of 1,779.56 feet to a ¾ inch iron rod with plastic cap set for corner, in the northerly right-of-way line of Monticello Drive, based on a 100-foot width;

THENCE, South 87° 15' 15" West, along the northerly right-of-way line of said Monticello Drive for a distance of 1520.30 feet to a ¾ inch iron rod with plastic cap set for corner, said corner being the southeast boundary corner of a called 17.0-Acre tract conveyed by deed to Union Junior College District as recorded under Volume 1889 Page 392 of the Map Records of Galveston County Texas;

THENCE, North 02° 06' 22" West, along the easterly boundary line of said 17.0-Acre tract, for distance of 1,456.53 feet to a ¾ inch iron rod with plastic cap set for corner in the southerly right-of-way line of said Farm Road 1764, said corner is the beginning of a non-tangent curve to the right;

THENCE along said curve to the right with a radius of 5,559.65 feet with a curve length of 204.17 feet and a delta angle of 02° 06' 15" along with chord of South 79° 59' 56" East 204.16 feet;

THENCE, South 78° 00' 55" East, 171.99 feet to the POINT OF BEGINNING and containing 30 0097 acres of land.

GF
034076 S

★ Southern Part of Tract 3

4,6149 Acres of Land
Texas City, Texas
SA & MG RR Co Survey A-189

METES AND BOUNDS DESCRIPTION
4,6149 ACRES OF LAND
SA & MG RR CO. SURVEY A-189

Being 4 6149 acres of land situated in the SA & MG RR CO. Survey A-189, Galveston County, Texas, and being a portion of Lots 1 and 2 of the Motor Subdivision, as recorded under Book 254-A, Page 13 of the Galveston County Map Records Said 25.4416 acres of land being more fully described by metes and bounds as follows

BEGINING at a 5/8 inch iron rod with plastic cap set for corner in the southerly right-of-way line of Memorial Drive (called 60' wide) and the northwesterly most boundary corner of said Lot 2;

THENCE North 48°48'37" East, along the southerly right-of-way line of said Memorial Drive, for a distance of 449.29' feet to a 5/8 inch iron rod with plastic cap set for corner,

THENCE South 41°13'08" East, for a distance of 452.50' feet to a 5/8 inch iron rod with plastic cap set for corner in the southeasterly boundary line of said Lot 1;

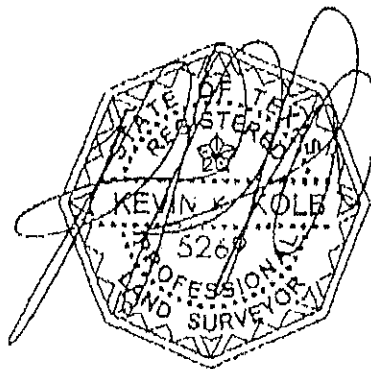
THENCE South 48°46'52" West, along the southeasterly boundary line of said Lot 1, for a distance of 438.99' feet to a 5/8 inch iron rod with plastic cap set for corner in the southeasterly boundary line of said Lot 1, said corner being the southwesterly boundary corner of said Lot 1 and said Motor Subdivision;

THENCE North 42°31'23" West, along the southwesterly boundary line of said Motor Subdivision for a distance of 452.85' feet back to the **POINT OF BEGINNING** and containing within these calls 4,6149 acres or 201,023 square feet of land.

A survey plat has not been prepared in conjunction with this metes and bounds description, by Kevin K. Kolb, RPLS 5269

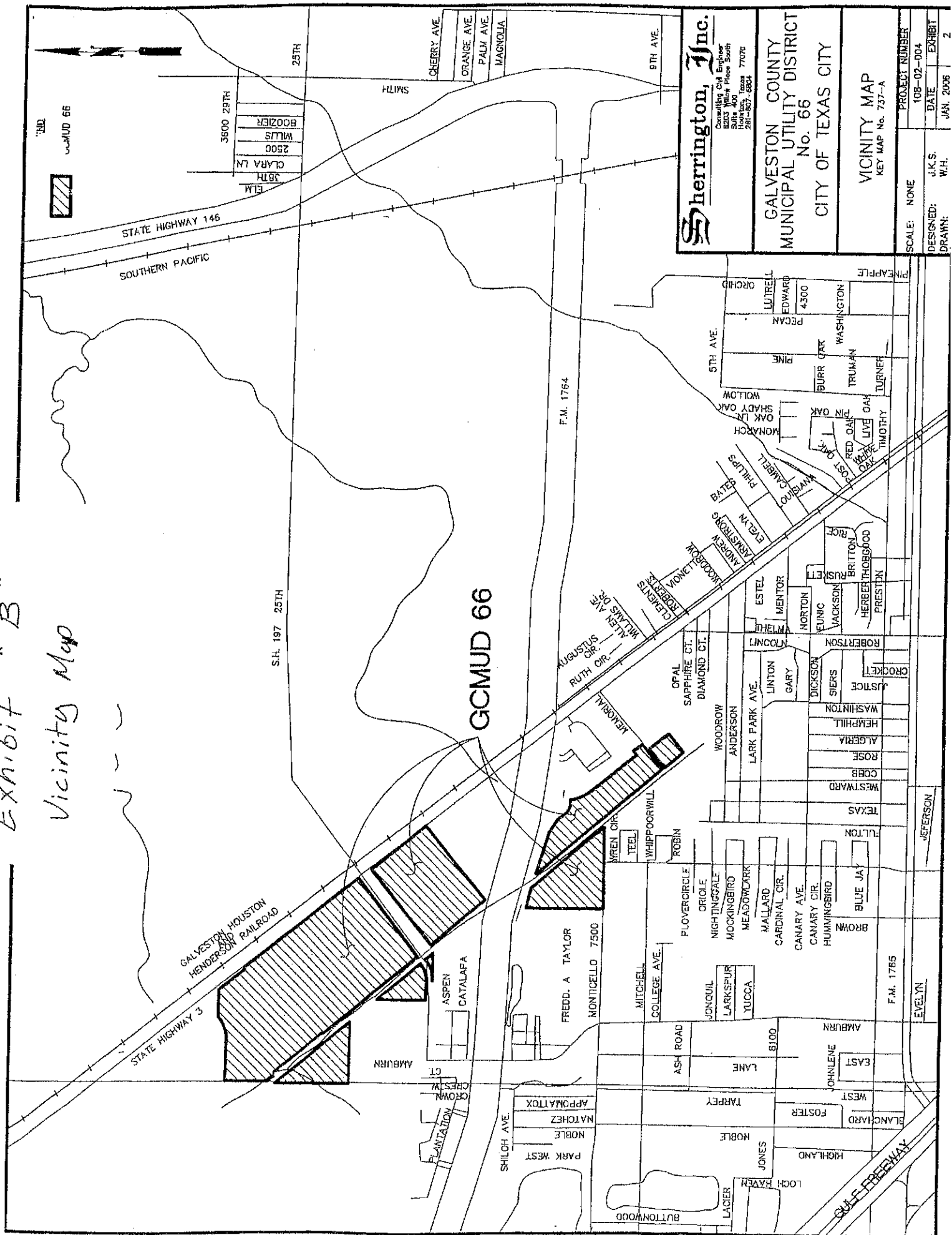
The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:
TOTAL SURVEYORS, INC.
4301 Center Street
Deer Park, Texas 77536
281-479-8719



April 13, 2005

Exhibit "B"
Vicinity Map



RESOLUTION NO. 07-101

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH HIGHWAY 66 PARTNERS, LTD. IN CONNECTION WITH THE DEVELOPMENT OF APPROXIMATELY 310 ACRES OF LAND; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on November 2, 2005, the City Commission adopted Resolution No. 05-130 consenting to the inclusion of 248 acres in a municipal utility district; and

WHEREAS, subsequent to the adoption of Resolution No. 05-130, the owners and developers acquired additional land that they wish to be included in the municipal utility district, making the total 310 acres; and

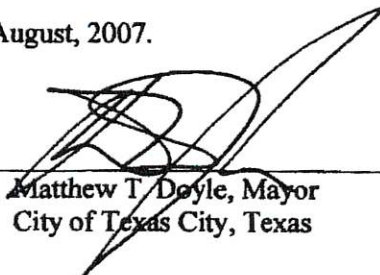
WHEREAS, City staff and consultants recommend the Developer (Highway 66 Partners, Ltd.) and City enter into a development agreement to provide the terms and conditions that will govern the development of the Property.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, authorizes the Mayor to negotiate and execute a Development Agreement with Highway 66 Partners, Ltd. in substantially the same form as Exhibit "A," attached hereto and made a part hereof for all purposes.


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

PASSED AND ADOPTED this 15th day of August, 2007.



Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:


Pamela A. Lawrence
City Secretary

APPROVED AS TO FORM: 

Robert Geryais
City Attorney

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement"), is made and entered into as of _____, 2007, by and between the **CITY OF TEXAS CITY, TEXAS**, a home rule municipality located in Galveston County, Texas (the "City"), and **HIGHWAY 66 PARTNERS, LTD.**, a Texas limited partnership (the "Developer").

RECITALS

The Developer owns or has under contract approximately 318 acres of land more fully described in Exhibit A, attached hereto (the "Property"). The Property shall also include any additional land annexed into the District (as defined below) with the City's consent. The Developer proposes to develop the Property as a residential community (the "Project"). The Property is currently located within the corporate limits of the City of Texas City, Texas (the "City").

The Developer determined that the creation of Galveston County Municipal Utility District No. 66 (the "District") over the Property was necessary for the provision of water, sewer, and drainage facilities, canals, and certain road and street improvements necessary to develop the Property.

The City has consented to the creation of the District.

The City and the Developer have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each.

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants, and benefits contained herein, the City and the Developer contract and agree as follows:

ARTICLE 1 DEFINITIONS

The terms "City," "Developer," "District," "Project," and "Property" shall have the meanings provided for them in the Recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

PUD means the Planned Unit Development for the Property to be adopted pursuant to the City's Zoning Code, Section 40-48 in effect as of the effective date of this Agreement.

Utility Services Agreement means the utility services agreement entered into between the City, the Developer, and the District.

Zoning Code means the City's Revised Zoning Ordinance in effect as of the date of this Agreement.

ARTICLE 2 OBLIGATIONS OF THE CITY

2.01. Acquisition of Easements for Off-Site Utilities. The City will acquire all off-site water and wastewater easements and sites needed to serve the Property using capital recovery fees paid by the Developer and other developers. The City will cooperate with the Developer to insure that all such easements and sites are acquired in a timely manner that supports the completion of the off-site water and sewer facilities in a manner that meets the Developers plan for developing the Property, subject to the requirements of section 4.6 and 4.7 of this Agreement and the terms and conditions of the Utility Services Agreement to be entered into between the City, the District, and the Developer.

ARTICLE 3 OBLIGATIONS OF THE DEVELOPER

3.01. Municipal Use Sites. The Developer agrees to contribute \$500 per lot to the City for the construction of the municipal use facilities (including but not limited to police, fire and EMS, library, satellite office or utility dispatch uses) to be constructed to serve the area of the City in which the Property is located, with such contribution to be paid at the time the final plat for a phase of development on the Property is filed for recordation.

3.02. Property owners' association. The Developer agrees to create one or more property owners' association to serve the Property and to include all of the Property in at least one of such property owners' association. The Developer further agrees to submit to the Mayor of the City or his designee for review and comment prior to recordation all rules of the property owners' association(s) created to serve the Property and all deed restrictions proposed for the Property. The Developer will provide copies of its commercial deed restrictions and commercial development covenants, if any, to the City for review and approval by the Mayor or his designee at least 60 days prior to filing same.

3.03. Maintenance of certain improvements. The Developer agrees to form one or more property owners association, which shall have as one of their stated purposes to permanently maintain through assessments all lakes, ponds, and other detention facilities and open ditches, open drainage channels, canals, and other open stormwater drainage improvements, parks and recreation facilities, landscaping, and monumentation developed as part of the Project (the "Non-City Improvements") to the extent that the District is not responsible for maintaining such Non-City Improvements. The Developer acknowledges and agrees that the Non-City Improvements will be maintained by the District or by the property owners' association or associations serving the Property, as appropriate, and that the City shall never have the responsibility to own, operate or maintain the Non-City Improvements.

3.04. Cost reimbursement. The Developer shall reimburse the City for professional consulting fees, including legal and engineering, reasonably incurred by the City in connection with the creation and organization of the District, including the review and approval of this Agreement, the Utility Services Agreement, Planned Unit Development, and any other agreements between the City, the Developer and the District. To aid in review and evaluation of the proposed development, the City shall engage the services of consultants and legal counsel. The City will enter into engagement letters and/or service agreements with its consultants and legal counsel. The City will be the client for purposes of these consulting and legal engagements. However, the Developer agrees to be responsible, on behalf of the City, for all fees, expenses, and other costs associated with the City's consulting and legal engagements.

The Developer further agrees to counter-sign the engagement letters between the City and its consultants and legal counsel to acknowledge the Developer's financial responsibility thereunder. The City's consultants and legal counsel shall submit invoices for fees, expenses, and other costs incurred on behalf of the City to the Developer (with a copy to the City) on a monthly basis and such invoices will be payable within thirty days of receipt. The Developer agrees that it will provide payment to the City's consultants and legal counsel accordingly on behalf of the City. The Developer's obligation under this section is cumulative with any other cost reimbursement arrangements previously or subsequently entered into between the City and the Developer.

3.06. Dry Utilities. The Developer agrees that all dry utilities, such as electric, gas, telephone and cable, shall be placed underground throughout the Property; provided, however, that "three-phase" power lines may be elevated and may be placed in easements along the perimeter of the Property and within the interior of the Property as may be required by the power provider to serve the Property. Unless otherwise approved by the City and the Developer and unless no reasonable alternative is available to the power provider for the location of said poles, no elevated three-phase power or larger poles may be placed along any major roads or highways. The Developer agrees that public street light poles throughout the Project shall be

galvanized metal or concrete; provided, however, the Developer may use light poles made out of a material that is of a higher quality than concrete, as determined by the Mayor or his designee. Decorative and specialty light poles are acceptable on private property and along private streets; provided, however, that the City shall never be responsible for maintenance of such light poles.

3.06. 25th Avenue Improvements. The Developer will pay for the cost of extending the northern two lanes of 25th Avenue for approximately 300 feet to the southwest side of Highway 3 and installing related storm drainage facilities (the "25th Avenue Paving Project"); provided, however, that (a) the Developer is not responsible for any paving or other road work on the north side of Highway 3, (b) such costs do not include the relocation of any utilities or pipelines, and (c) such costs do not exceed \$150,000.

3.07 Property Values. The Developer recognizes that a significant portion of the City's consideration for entering into this Agreement and consenting to the creation of the District is the Developer's representations that it would achieve an average home value in the District of \$160,000 (the "Target Value"). The Developer agrees to make to the City a payment in lieu of taxes (the "PILOT") to compensate the City for any loss of tax revenue attributable to the Developer's failure to achieve the Target Value on the dwelling units that are used to support the financial feasibility of the District's first bond issue, over the life of the first bond issue. The PILOT shall be calculated by first multiplying the City's then current total tax rate by the difference between the Target Value and the certified appraised value, as determined by the Galveston County Appraisal District, of the average completed home in the District on January 1 of the year in which the District sells its first series of bonds, divided by 100 (the "Estimated Annual Revenue Loss Calculation"). The Estimated Annual Revenue Loss Calculation shall be multiplied by a timing factor (the greater of 20 years or the term of the District's first bond issue) to arrive at the PILOT due from the Developer to the City. A table demonstrating the calculation of the PILOT is shown on Exhibit "B" attached hereto and incorporated herein for all purposes. The PILOT shall be paid within 30 days of the Developer's receipt from the District of its share of proceeds from the District's first bond issue.

ARTICLE 4 LAND AND DEVELOPMENT COVENANTS

4.01. Land Use. Developer shall submit to the City, for its review and approval, the plan for the development of the Property (the "General Plan") in accordance with Section 40-48 of the Zoning Code in effect as of the effective date of this Agreement. Developer shall develop or cause any undeveloped Property to be developed in accordance with the latest General Plan approved by the City.

4.02 Planned Unit Development. (a) Developer agrees that development of the Property shall be in accordance with the Zoning Code and the General Plan, as the General Plan may be amended in accordance with the provisions of the Zoning Code and the terms of the PUD.

(b) The Developer and City recognize that it is in the interest of the Developer and the City that part of the Property be used to further the economic development interests of both the Developer and the citizens of the City, including attracting desirable businesses and industry to provide highly skilled jobs and to maintain an appropriate balance between the City's residential and non-residential tax base. Therefore, the Project shall be developed as a PUD in accordance with the Zoning Code. The Developer agrees to comply with all of the procedures provided for a PUD in the Zoning Code. The PUD shall include but not be limited to: (1) proposed land uses; (2) maximum number of housing units; (3) number of lots; (4) sizes of the lots; (5) housing types; (6) prospective commercial uses; (7) street and circulation system/arterial plan; (8) development schedule; (9) request for variance to the development code; (10) typical street cross section with proposed landscape standards; (11) bulk head material; (12) estimated construction value of housing by lot size; (13) proposed amenities plan; (14) utility (water and sewer) plant and sites and trunk line locations; (15) storm water plan; (16) Municipal Utility District boundaries; (17) any likely alternative development scenario; and (18) if a municipal services site is dedicated, it must be shown in the PUD Conceptual Plan.

4.03 Development Covenants. The Developer agrees to adopt deed restrictions and other restrictive covenants, and promulgate the Developer's guidelines regarding development standards, consistent with the PUD, the Zoning Code and any relevant City ordinances and regulations. The Developer will provide copies of its residential deed restrictions and residential development covenants to the City for review and comment by the Mayor or his designee no later than prior to the approval of the first residential development covenants for review and comment no later than prior to the approval of the PUD. The Developer agrees to require Sub-developers to abide by the Developer's development standards and provide for enforcement mechanisms for restrictive covenants.

4.04. Marketing Cooperation. The Developer will share non-confidential marketing information with the City relating to the marketing of the Project, and will solicit recommendations to assist the marketing of the Project from the City. The City will designate a contact person for this purpose.

4.05 Notice. Developer agrees to provide notice to the Mayor or his designee of any material proposed changes, amendments or revisions to the PUD, the Property, or the Project prior to taking any action on such change.

ARTICLE 5 TERM AND DEFAULT

5.01. Term. This Agreement shall be in effect as of the date set forth on the first page hereof, and shall terminate 50 years thereafter, unless terminated earlier as specifically provided herein.

5.02. Default.

a. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

b. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of the receipt of such notice. Upon a breach of this Agreement, the non-defaulting Party shall be entitled to specific performance. Regardless of any other provision, neither Party shall be entitled to recover money damages for breach of this Agreement or a tort related to this Agreement. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.01. Approvals and consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

6.02. Address and notice. Any notice to be given under this Agreement shall be given in writing, addressed to the party to be notified as set forth below, and may be

given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested; by messenger delivery; or by telecopy. Notice deposited by mail shall be effective three days after posting. Notice given in any other manner shall be effective upon receipt by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:
Mayor
City of Texas City, Texas
P.O. Box 2608
Texas City, Texas 77592

If to Developer, to:
Hwy 66 Partners, Ltd.
Attn: Phil Newton
1514 3rd Street
Seabrook, Texas, 77586

cc to the District to:
Galveston County Municipal Utility
District No. 66
c/o: McDonald & Sechrist LLP
770 South Post Oak Lane, Suite 410
Houston, Texas 77056
Attn: Terrie L. Sechrist

The parties shall have the right from time to time to change their respective addressees by giving written notice of such change to the other party at least 15 days prior to the effective date of the change.

6.03. Assignability; successors and assigns. All covenants and agreements contained by or on behalf of a party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other parties, their successors and assigns. The parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other party, which consent shall not be unreasonably withheld, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect; provided that, the Developer may make a collateral assignment in favor of a lender without consent. This Section shall not be construed to prevent the Developer from selling lots, parcels or other portions of the Land in the normal course of business. If such assignment of the obligations by the Developer hereunder is effective, the Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder.

6.04. No additional waiver implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

6.05. Reservation of rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

6.06. Parties in interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

6.07. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

6.08. Modification; Exhibits. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The exhibits attached to this Agreement are incorporated by this reference for all purposes.

6.09. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

6.10. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement. This agreement, although drafted by the City, shall be construed fairly and reasonably and not more strictly against the City than the Developer because both parties were represented by legal counsel in the negotiation and review of this Agreement.

6.11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

6.12. Authority within City limits. Regardless of any other provision, nothing herein shall impair or restrict any authority, powers or rights of the City within the incorporated limits of the City.

[EXECUTION PAGES FOLLOW]

AGREED AND ACCEPTED as of the date first above written.

HWY 66 PARTNERS, LTD.,
a Texas limited partnership

By: Jabaz Development Co., Inc.,
a Texas corporation,
its general partner

By: _____
Phil Newton, President

AGREED AND ACCEPTED as of the date first above written.

CITY OF TEXAS CITY, TEXAS



Mayor

ATTEST:

City Secretary

(SEAL)

APPROVED AS TO FORM:

City Attorney

City of Texas City
Highway 66 Partners
Payment in Lieu of Taxes Calculation

I. Estimated Annual AV Value Loss Calculation

A.	\$	160,000	Target Value per Dwelling Unit
B.			(-) Average value per dwelling unit (calculated as the total number of A1 properties at the time of the bond sale / total value of all A1 properties as of the time of the bond sale, to be provided by MUD TAC per GCAD records)
C.	\$	160,000	(=) Variance between target value per dwelling unit and average value per dwelling unit
D.	\$	160,000	Variance between target value per dwelling unit and average value per dwelling unit
E.			(*) Total A1 properties at the time of the bond sale to be provided by MUD TAC per GCAD records
F.	\$	-	(=) Estimated AV Loss

II. Estimated Annual Revenue Loss Calculation

G.	\$	-	Estimated AV Loss
H.	\$	-	(/) 100
I.	\$	0.45824	(*) Texas City Tax Rate (at time of bond sale)
J.	\$	-	(=) Estimated Annual Taxes Lost

III. Payment in Lieu of Taxes Calculation

K.	\$	-	Estimated Annual Taxes Lost
L.			(*) Timing factor (20, or the term of the bonds, whichever is greater)
M.	\$	-	(=) Total Payment at time of sale

CITY OF TEXAS CITY, TEXAS


ENGINEERING & PLANNING • OFFICE (409) 643-5936



Mayor:
Dedrick Johnson, Sr

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

TO: Planning Board – regular meeting on March 18, 2024

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

CC: Doug Kneupper, P.E., Consultant

DATE: March 15, 2024

RE: Vida Costera – Affirmation of PUD and re-zoning to District I – Planned Unit Development.

Background: The City Commission approved the annexation of 248 acres into Galveston County Mud 66 by metes and bounds legal description attached thereto by Resolution 05-130 adopted on 11/2/2005. AT that same meeting the City Commission also approved by Resolution 05-131 a Memorandum of Understanding for the development of the 248 acres which included among other conditions the creation of a Planned Unit Development ("PUD") governing the development of the Property.

Approximately two year later, on 8/15/2007 by Resolution 2007-101 The City Commission approved the execution of a Development Agreement with Highway 66 Partners in connection with the development of the 248 acres annexed into MUD 66 plus additional properties added subsequent thereto which made the total 310 acres. Article 3.01 of the Development Agreement required the Developer to pay a Municipal Facilities fee of \$500 per lot to the City on or before the recordation of the final plat of such lots for the construction of the municipal use facilities to be constructed to serve the area of the City in which the Property is located. Article 4.01 required the Developer to develop or cause any undeveloped Property to be developed in accordance with the latest General Plan approved by the City; and, Article 4.02 required the Project to be developed as a Planned Unit Development (PUD) in accordance with the Zoning Code, and that such PUD should include but not be limited to (1) proposed land uses; (2) maximum number of housing units; (3) number of lots; (4) sizes of the lots; (5) housing types; (6) prospective commercial uses; (7) street and circulation system/arterial plan; (8) development schedule; (9) request for variance to the development code; (10) typical street cross section with proposed landscaping standards; (11) bulk head material; (12) estimated construction value of housing by lot size; (13) proposed amenities plan; (14) utility (water and sewer) plant and sites and truck lane locations; (15) storm water plan; (16) Municipal Utility District boundaries; (17) any likely alternative development scenario; (18) if a municipal services site is dedicated, it must be shown in the PUD Conceptual Plan. Article 6.03 made the agreement binding as to successors and assigns of the Developer.

"QPS – Quality Public Service"

Through the approved MOU and Development Agreement, the entire PUD/Special District (MUD 66) project which includes the area which has been developed as the Vida Costera Subdivision is required to have the amenities, sidewalks, connectivity package per **Exhibit A** attached hereto as presented and represented to the City for the approval that was granted and allowed the project to move forward. The Master Plan presented by Hwy 66 Partners and believed to have been approved by the City as its General Plan is attached as **Exhibit B. The Pearlbrook Subdivision was developed in accordance with this approved General Plan.** The Hwy 66 Partners general plan as presented to the City Commission also showed the development of 225 lots, typical 60ft by 115ft in the area which has been developed as the Vida Costera Subdivision.

Applicant, KBHomes, is a successor to Developer Hwy 66 Partners and therefore bound by the Development Agreement. KB Homes is the developer of Vida Costera Subdivision, a subdivision 49.89 acres out of the S.A. & M.G.R.R. Survey, A-189 and John Sellers Survey, A-180, Texas City, Galveston County, TX), being 204 lots of typical width 50ft, in five blocks with 13 reserves totaling 9.7 acres, all of which is situated wholly within the 248 acres annexed into MUD 66 and subject to the conditions of the MOU and Development Agreement which required the development of the property as a PUD.

Although Ordinance No. 09-27 permanently rezoned a portion of the acreage annexed into MUD 66 from District A Single Family Residential to District I – Planned Unit Development, the legal description attached to the ordinance DID NOT include the area which has been developed as the Vida Costera Subdivision.

In October 2020, Developer KBHomes presented a revised Master Plan, **Exhibit C**, and Open Space Plan, **Exhibit D**, which was approved by the Planning Board on November 2, 2020. The 53.1544-acre Master Plan included a 3-acre future commercial tract at the northeast corner, which is not owned or controlled by Developer, KBHomes. Developer proceeded with preliminary and final platting in accordance with said approved Master Plan and Open Space and Amenities Plan. However, no record has been found that the area was ever rezoned from District A Single Family Residential to District I – Planned Unit Development.

Developer KBHomes is nearing completion of construction of the infrastructure for Section 1 in accordance with approved plans and specifications and desires to finalize the formation and permanent rezoning from District A Single Family Residential to District I – Planned Unit Development as required by the Development Agreement.

Requested Action: Developer KBHomes seeks to satisfy the requirements of the Development Agreement to establish a Planned Unit Development (PUD) in accordance with the General Plan approved by the City Commission and to complete the process of rezoning the Vida Costera Subdivision to District I – Planning Unit Development. Developer's request is limited to the 49.89 acres it controls and does not include the 3-acre future commercial tract at the northeast corner shown in the Master Plan approved by the Planning Board in October 2020.

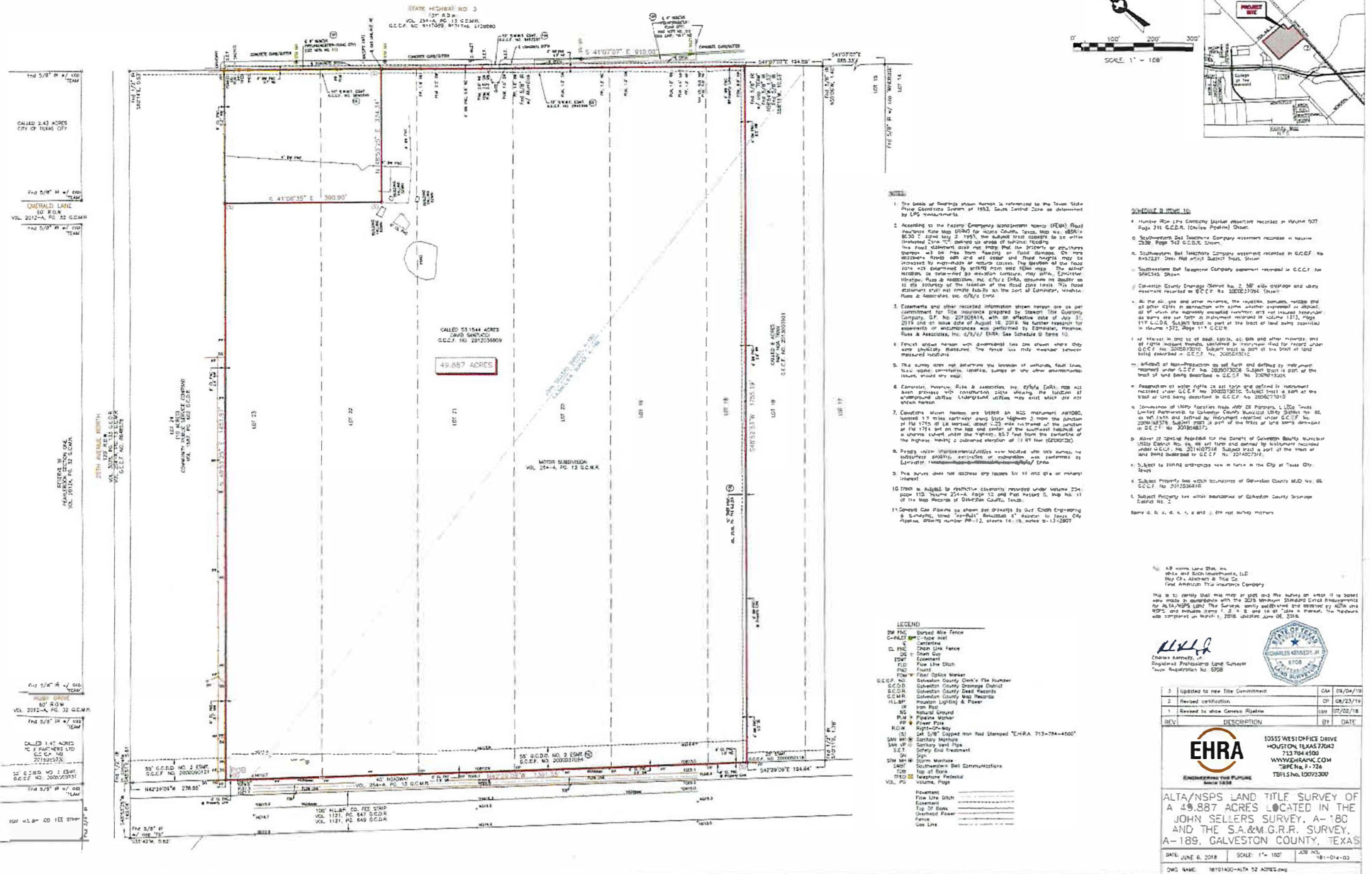
Staff Review and Analysis: The February 20, 2024, PUD Application (2024 Plan) varies from the General Plan approved by the Planning Board in October 2020 because it proposes to develop only 50x120ft lots instead of 60x115ft, but otherwise complies with approved General Plan regarding amenities, sidewalks, and connectivity package. The 2024 Plan is consistent with the preliminary plats previously approved for Sections 1 and 2, and the final plat approved for Section 1.

The Planning Board receives this PUD Application in an unusual posture because the subdivision is already well into development. The PUD Application and attendant re-zoning are intended to complete the processes established by Texas City Ordinances and fulfill the requirements of the MOU and Development Agreement which are attached to the property being developed.

The PUD Application includes an updated Development Schedule, District E which reconciles previous approvals and the Developer's most current intentions regarding development and buildout of the subdivision.

Developer has responded to all comments and Staff offer no object to approval of the PUD Application and recommendation for re-zoning of the subject property from District A – Single Family Residential to District I – Planned Unit Development.

Exhibit A





Pearlbrook by
CastleRock Communities

LV's Mobile
Detailing & Pressure...

Sodalis Texas City

Ruby Bastille

Dove Cove
Condominiums

Dental Cosmetic
Center Bay Area

Gatsby Condos

Retreat at Texas City

KB Home Vida Costera

College of the Mainland

Costa Mariposa

HCA Houston
Healthcare Mainland

Emmett F Lowry Expy

Emmett F Lowry Expy

1764

25TH AVENUE N
120' R.O.W.)
(VOL. 3075, PG. 133 G.C.D.R.)
(G.C.C.F. NO. 8648578)

OUT TRACT 3.0 AC.

STATE HIGHWAY NO. 3
(R.O.W. VARIES)

SECTION 1
99 LOTS

SECTION 2
51 LOTS

SECTION 3
54 LOTS

PUBLIC STREET #8
PUBLIC STREET #6
PUBLIC STREET #5
PUBLIC STREET #4
PUBLIC STREET #3
PUBLIC STREET #2
PUBLIC STREET #1

RES *J
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55 DRAINAGE ESWT.
GALVESTON COUNTY DRAINAGE DISTRICT NO. 2
(G.C.C.F. NO. 8648578)

FM 1764
F.N. (R.O.W. VARIES)

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GALVESTON COUNTY DRAINAGE DISTRICT NO. 2
(G.C.C.F. NO. 8648578)

FM 1764
F.N. (R.O.W. VARIES)

Exhibit C

25TH AVENUE N
 (120' R.O.W.)
 (VOL. 3075, PG. 133 G.C.D.R.)
 (G.C.C.F. NO. 8648578)

OUT TRACT
 3.0 Ac.

STATE HIGHWAY NO. 3
 (R.O.W. VARIES)

F.M. 1764
 F.N. (R.O.W. VARIES)

SECTION 1
 99 LOTS

SECTION 2
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RES *K*
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 RES *F*
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 RES *D*
 RES *C*
 RES *B*
 RES *A*

55 DRAINAGE ESWT.
 GALVESTON COUNTY DRAINAGE DISTRICT NO. 2
 (G.C.C.F. NO. 86509135A)

RES *L*

25TH AVENUE N
120' R.O.W.)
(VOL. 3075, PG. 133 G.C.D.R.)
(G.C.C.F. NO. 8648578)

OUT TRACT 3.0 AC.

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RES 'B'

RES 'A'

PUBLIC STREET #8

PUBLIC STREET #7

PUBLIC STREET #6

PUBLIC STREET #5

PUBLIC STREET #4

PUBLIC STREET #3

PUBLIC STREET #2

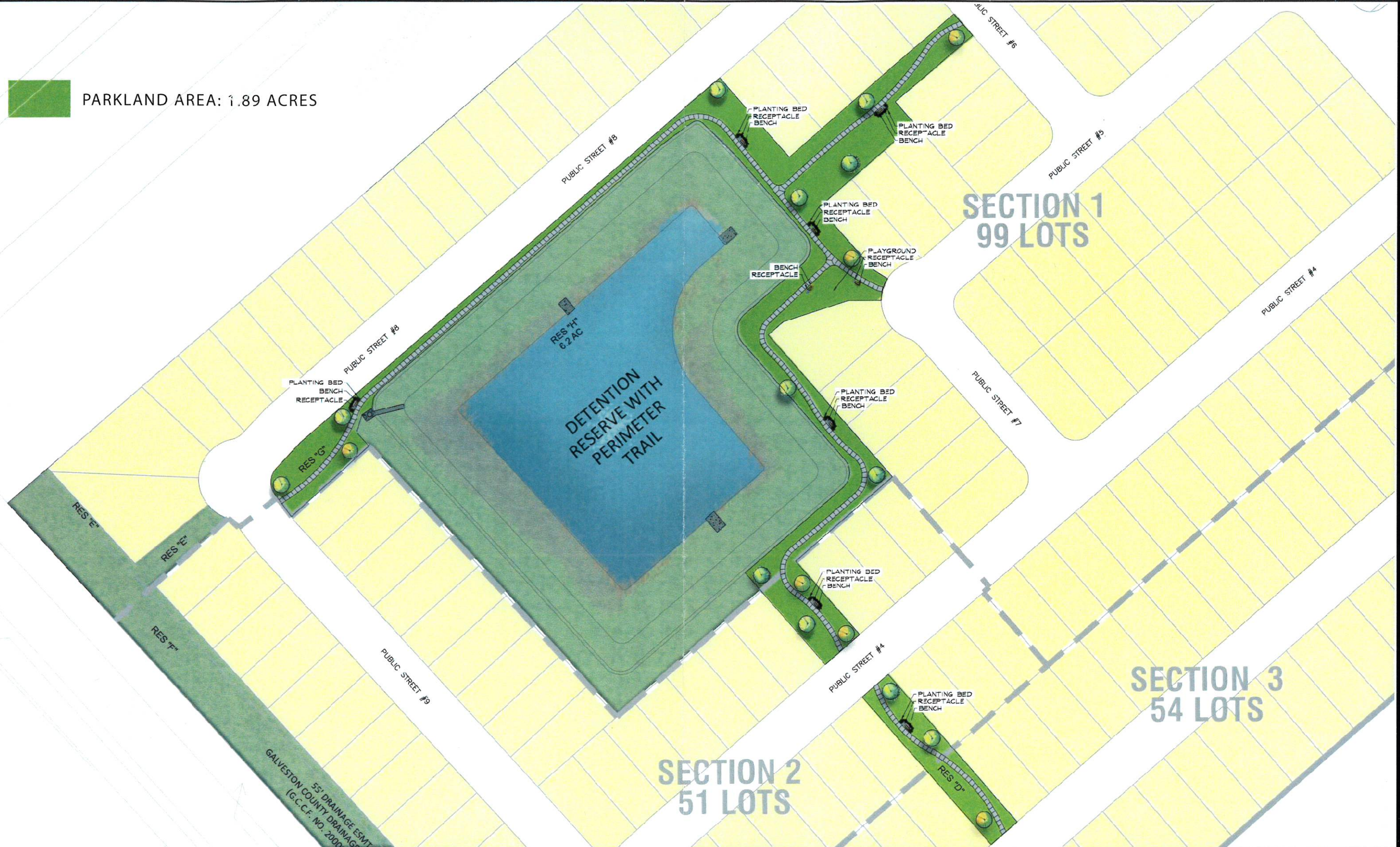
PUBLIC STREET #1

55 DRAINAGE ESWT.
GALVESTON COUNTY DRAINAGE DISTRICT NO. 2
(G.C.C.F. NO. 86509135A)

P:\181-014-00\Plat\GP\VidaCostera_SubdivisionMasterPlan_2020-10-15.dwg Oct 29, 2020-3:08pm Edited by: bswelizer

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

 PARKLAND AREA: 1.89 ACRES



VIDA COSTERA OPEN SPACE AMENITIES PLAN

Conceptual drawing of subdivision located in Galveston County, Texas. Details are subject to change.

October, 2020

SCALE 1"=50'
NORTH

EHRA

ENGINEERING THE FUTURE

EHRA JOB NO.
181-014-00

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRA@EHRA.COM
TBP# No. F-726
TBPLS No. 18092300

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

Planned Unit District For Vida Costera Development

Prepared For
KB Home Lone Star Inc.



Planner:
EHRA Engineering



February 20, 2024

TABLE OF CONTENTS

- I. INTRODUCTION
- II. SITE INVENTORY ANALYSIS
 - A. Opportunities and Constraints
 - B. Surrounding Land Use
- III. PROJECT DESCRIPTION
 - A. Land Use
 - B. Phasing
 - C. Street Circulation Concept
 - D. Open Space Amenities Plan
 - E. School District Zoning
- IV. ZONING
 - A. Existing Zoning
 - B. Proposed Zoning
- V. UTILITIES

EXHIBITS

- Exhibit A-1 – Project Survey
- Exhibit A-2 – Legal Description
- Exhibit B – Conceptual Lotting Plan
- Exhibit C – Open Space Amenities Plan
- Exhibit D – Zoning Map
- Exhibit E – Development Timeline
- Exhibit F – Approved Subdivision Master Plan
- Exhibit G – Recorded Section 1 Plat
- Exhibit H – MUD Annexation Document
- Exhibit I – Development Agreement (Resolution 07-101)

I. INTRODUCTION

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

This planned development document was created in accordance with City of Texas City (City) ordinances related to the "District I (PUD) Planned Unit Development". The purpose of this document is to encourage the development of the subject property and to promote the most compatible land use within the community.

The Vida Costera project is a 49.89-acre tract of land, located southwest of State Highway 3 and southeast of 25th Avenue North (Subject Tract). KB Home Lone Star Inc. (Developer) is the owner of Subject Tract, and it intends to develop the property as a single-family residential community, complete with stormwater detention facilities, parks, and open space. It is a part of Galveston County Municipal Utility District No. 66 (MUD). Exhibit A – "Project Survey" further illustrates the location of Subject Tract.

For a brief background on the Project, the Subject Tract is party to a Development Agreement (Resolution No. 07-101) approved by the City in 2007 (Exhibit J). This Development Agreement stipulated that the Subject Tract be zoned as a PUD District upon development. Since then, the Subject Tract has been conveyed multiple times to different entities until it was finally conveyed to the current Developer in 2019. However, the Developer was not made aware of the requirement for the Subject Tract to be zoned as "District I (PUD) Planned Unit Development", and it was not enforced until now. Nonetheless, a subdivision master plan, multiple plats, and construction plan sets have been approved by the City. Section 1 of the Project has been constructed, and home construction is now underway. This PUD application is presented to satisfy the zoning requirements of the Development Agreement.

II. SITE INVENTORY ANALYSIS

A. Opportunities and Constraints

Similar to surrounding properties, the Subject Tract is mostly flat with elevations ranging from approximately 11 feet above sea level on the northern side of the tract to 14 feet above sea level on the southern side of the tract. Existing physical constraints affecting development of the property include the following:

- 55' Galveston County Drainage District No. 2 Easement (G.C.C.F. No. 2000037094) adjacent to the southwest boundary of the property
- 10' Southwestern Bell Tower Easement (G.C.C.F. No. 9840345) adjacent to the northeast boundary along State Highway 3

B. Surrounding Land Use

Land uses in proximity to the Subject Tract include single-family residential tracts, institutional tracts, and undeveloped property. The tract is adjacent to State Highway 3, a Texas Department of Transportation (TxDOT) managed 4-lane roadway. A median opening exists at the center of the frontage of the tract which will allow for access to the project. On the east side of the highway there is a Union Pacific owned railroad. The area to the northeast of that remains undeveloped. Immediately north of the project is a Texas New Mexico Power Company power substation. Pearlbrook, a single-family residential community, lies to the north of 25th Avenue North. The area to the southwest, across FM 1764, is the College of the Mainland, a collegiate educational facility. To the southeast lies a multi-family apartment community currently known as "Retreat at Texas City". It is separated from the Subject Tract by a +/- 200' strip of vegetation not owned by the Developer.

III. **PROJECT DESCRIPTION**

A. Land Use

Exhibit B – "Conceptual Lotting Plan" depicts the conceptual lotting plan with the proposed land uses for the tract. The 203 single family detached lots are designed at typical dimensions of 50' in width by 120' in depth, ranging from 6,000 to 13,500 square feet, with homes that are expected to range in sales price from \$202,995 to \$300,995. The community will incorporate walking/jogging trails as well as +/- 2.6 acres of park/greenspace with a playground, seating areas, and landscaped entry reserves as displayed on Exhibit C – "Open Space Amenities Plan".

The density of the project will be approximately 4.1 units per acre, and there will be no non-residential uses. Homes in the project will be a mix of one or two stories.

The property drains into a stormwater detention pond in the center of the project which outfalls into the 55-foot-wide Galveston County Drainage District No. 2 drainage easement adjacent to the southwest boundary of the property. No portion of this tract lies within the floodplain.

Land Use Table

Land Use Category	Acreage	% of Gross Acreage
Single Family	+/- 39.6	80.0%
Detention	+/- 4.7	9.0%
Drainage	+/- 1.6	3.2%
Open space	+/- 1.3	2.6%
Parkland	+/- 2.6	5.2%
Total	+/- 49.8	100%

B. Phasing

The project consists of three separate sections of single family lots with typical dimensions of 50' wide by 120' deep. A Subdivision Master Plan was approved in November of 2020 (Exhibit F). The +/- 3.0 acre out tract included in the northern corner of the Subdivision Master Plan is not a part of this PUD because it is not owned by the Developer. The Section 1 final plat (Exhibit G) has been recorded by the City (G.C.M.R. 2023003386). The Section 1 infrastructure has been constructed and it has been accepted by the city into its maintenance period. Several Homes are under construction. The Section 2 final plat was approved by the City Planning Board on January 9, 2023. The Section 3 preliminary plat was submitted to the City in August of 2022, but no action has been taken on it.

C. Street Circulation Concept

The main point of access to the project will be known as Vida Costera Drive. It is an existing 80' boulevard that connects to State Highway 3, an existing 4-lane roadway maintained by TxDOT. A median opening exists at the center of the frontage of the tract which will allow for access to the project. A second point of access will also be provided in Section 3 that will connect to State Highway 3. Driveway permits for both entries have previously been approved by TxDOT.

D. Open Space Amenity Plan

According to the Texas City code of ordinances, a minimum of one half acre of land must be dedicated for public neighborhood park use for every 100 proposed dwelling units. Based upon the proposed amount of dwelling units illustrated on Exhibit – A “Conceptual Lotting Plan” the developer is required to dedicate +/- 1.02 acres of parkland. In accordance with the parks and open space requirements, the community will incorporate walking/jogging trails as well as +/- 2.6 acres of park/green space with a playground, seating areas, and landscaped entry reserves as displayed on Exhibit C – “Open Space Amenities Plan”. An upgraded cedar fence with masonry columns 50' on center has been constructed along the SH 3 frontage and landscaping has been installed to comply with the City's Gateway Corridor Overlay District.

The Developer has already formed a homeowner's association (“HOA”) for the community. The HOA will be responsible for all subdivision and common area maintenance other than drainage and detention maintenance which will be maintained by the MUD.

C. School District Zoning

The tract is zoned for Dickinson ISD or Texas City ISD, depending on the individual homesite location.

IV. ZONING

A. Existing Zoning

As illustrated on the current Texas City Zoning Map on the City's website, the project is zoned as "District A Single Family Residential", permitting a minimum 50' lot width and a minimum 100' lot depth with a minimum square footage of 6,000. A portion of the property resides within the "Gateway Corridor Overlay District." The existing zoning classifications for the subject property and surrounding properties are further illustrated on Exhibit D – "Zoning Map".

B. Proposed Zoning

The purpose of this document is to redefine the zoning of the Subject Tract to "District I (PUD) Planned Unit Development District". The lot dimensions to be permitted within this PUD shall be a minimum 50' lot width and a minimum 100' lot depth with a minimum square footage of 6,000. The minimum lot depth shall not apply to lots that front cul-de-sacs or knuckles, but the minimum lot width and square footage requirements shall still apply. The Developer will abide by rules and regulations of the Texas City Code of Ordinances other than those being modified herein. This PUD is not meant to remove any requirements associated with the Gateway Corridor Overlay District, and all such requirements shall still apply.

V. UTILITIES

All utilities including the water distribution center, sanitary sewer collection system, and the storm water drainage system will be provided by the Galveston County Municipal Utility District No. 66.

(THIS SPACE INTENTIONALLY LEFT BLANK)

ALTA/NSPS LAND TITLE SURVEY OF A 49.887 ACRES LOCATED IN THE JOHN SELLERS SURVEY, A-180 AND THE S.A.&M.G.R. SURVEY, A-189, GALVESTON COUNTY, TEXAS.		
DATE: JAN 6, 2018	SCALE: 1" = 100'	JOB NO.: 18-014-00
DWG NAME: 180100-NSPS-22 ACCTING		

Exhibit 'A-2' - Legal Description

**METES AND BOUNDS DESCRIPTION
49.887 ACRES IN THE
JOHN SELLERS SURVEY, A-180 AND THE
S.A. & M.G. R.R. SURVEY, A-189
GALVESTON COUNTY, TEXAS**


49.887 acres of land situated in the John Sellers Survey, A-180 and the S.A. & M.G. R.R. Survey, A-189, Galveston County, Texas, being out of Lots 18-23 of the Motor Subdivision as recorded in Volume 254-A, Page 13 of the Galveston County Map Records (G.C.M.R.) and being a portion of that certain called 49.887 acre tract of land as conveyed to KB Home Lone Star Inc and described in deed recorded under Galveston County Clerk's File Number (G.C.C.F. No.) 2019051058, and being all of Vida Costera Sec 1 Final Plat as recorded in Instrument No. 2023003386 under the Galveston County Map Records: said 49.887 acre tract of land being more particularly described by metes and bounds as follows: (bearing orientation is based on the Texas Coordinate System of 1983, South Central Zone):

BEGINNING at a 5/8 inch iron rod with cap stamped "EHRA 713-784-4500" found at the southwesterly corner of Lot 24 of said Motor Subdivision, being the northwest corner of said Lot 23, the southwesterly corner of said Vida Costera Sec 1 and being in the northeasterly line of a 40 foot Roadway recorded under Volume 254-A, Page 13 G.C.M.R.;

- (1) **Thence**, N 48°53'25" E, with the common line of Lots 23 and 24 and said Vida Costera Sec 1, a distance of 1,451.97 feet to a 5/8 inch iron rod with cap stamped "EHRA 713-784-4500" found for corner;
- (2) **Thence**, S 41°06'35" E, with the northerly line of said Vida Costera Sec 1, a distance of 390.90 feet to a 5/8 inch iron rod with cap stamped "EHRA 713-784-4500" found for corner;
- (3) **Thence**, N 48°53'25" E, with the northerly line of said Vida Costera Sec 1, a distance of 334.34 feet to a 5/8 inch iron rod with cap stamped "EHRA 713-784-4500" found in the southwesterly right-of-way line of State Highway No. 3 (based on a width of 137 feet) recorded under Volume 254-A, Page 13 of the G.C.M.R. and under G.C.C.F. No.'s 9115089, 9131746 and 9126860;
- (4) **Thence**, S 41°07'07" E, with the southwesterly right-of-way line of said State Highway No. 3, a distance of 910.00 feet to a 5/8 inch iron rod with cap stamped "TEAM" found at the northeasterly corner of that certain called 8 acre tract of land as described in deed and recorded under G.C.C.F. No. 2013003901;
- (5) **Thence**, S 48°52'53" W, with the northwesterly line of said called 8 acres, a distance of 1,755.19 feet to a 5/8 inch iron rod with cap stamped "EHRA 713-784-4500" found in the northeasterly line of said 40 foot Roadway;
- (6) **Thence**, N 42°29'09" W, with the northeasterly line of said 40 foot Roadway, a distance of 1,301.55 feet to the **POINT OF BEGINNING** and containing 49.887 acres of land.

This description accompanies a Exhibit, prepared by Edminster, Hinshaw, Russ and Associates, Inc. d/b/a EHRA and dated February 19, 2024.

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a EHRA


Charles Kennedy, Jr., R.P.L.S.

Texas Registration No. 5708
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500
TBPLS No. 10092300

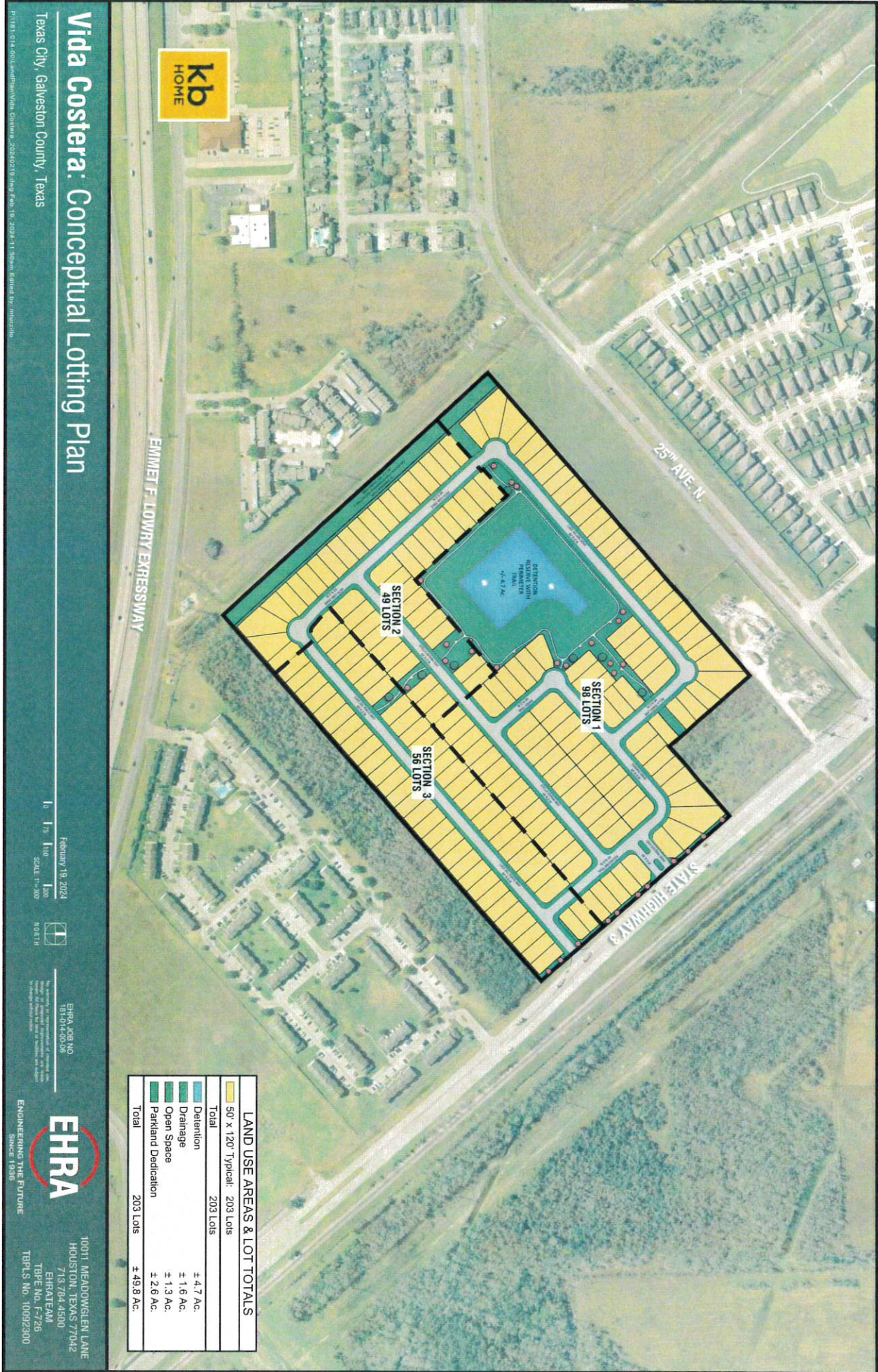


Date: 06/06/2018 (rev 09/04/2019)/updated 02/19/2024

Job No: 181-014-00

File No: R:\2018\181-014-00\Documents\Description\Boundary\18101400-LTS 49.887 AC_updated(2-19-2024).docx

Exhibit 'B' - Conceptual Lotting Plan



Vida Costera: Conceptual Lotting Plan

Texas City, Galveston County, Texas

Project: Vida Costera, 2034203 Lots, Feb. 19, 2024. 1" = 100' Scale. EHR&A Job No. 181-014-001-06

February 19, 2024
SCALE: 1" = 100'
10.01.14



EHR&A JOB NO.
181-014-001-06
The accuracy of this information is dependent on the
accuracy of the data provided by the client.
No warranty is made by EHR&A for use of this information for purposes
other than those intended.

EHR&A
ENGINEERING THE FUTURE
SINCE 1959
10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
EHR&TEAM
TBP# NO. F-726
TBP#S NO. 10092300

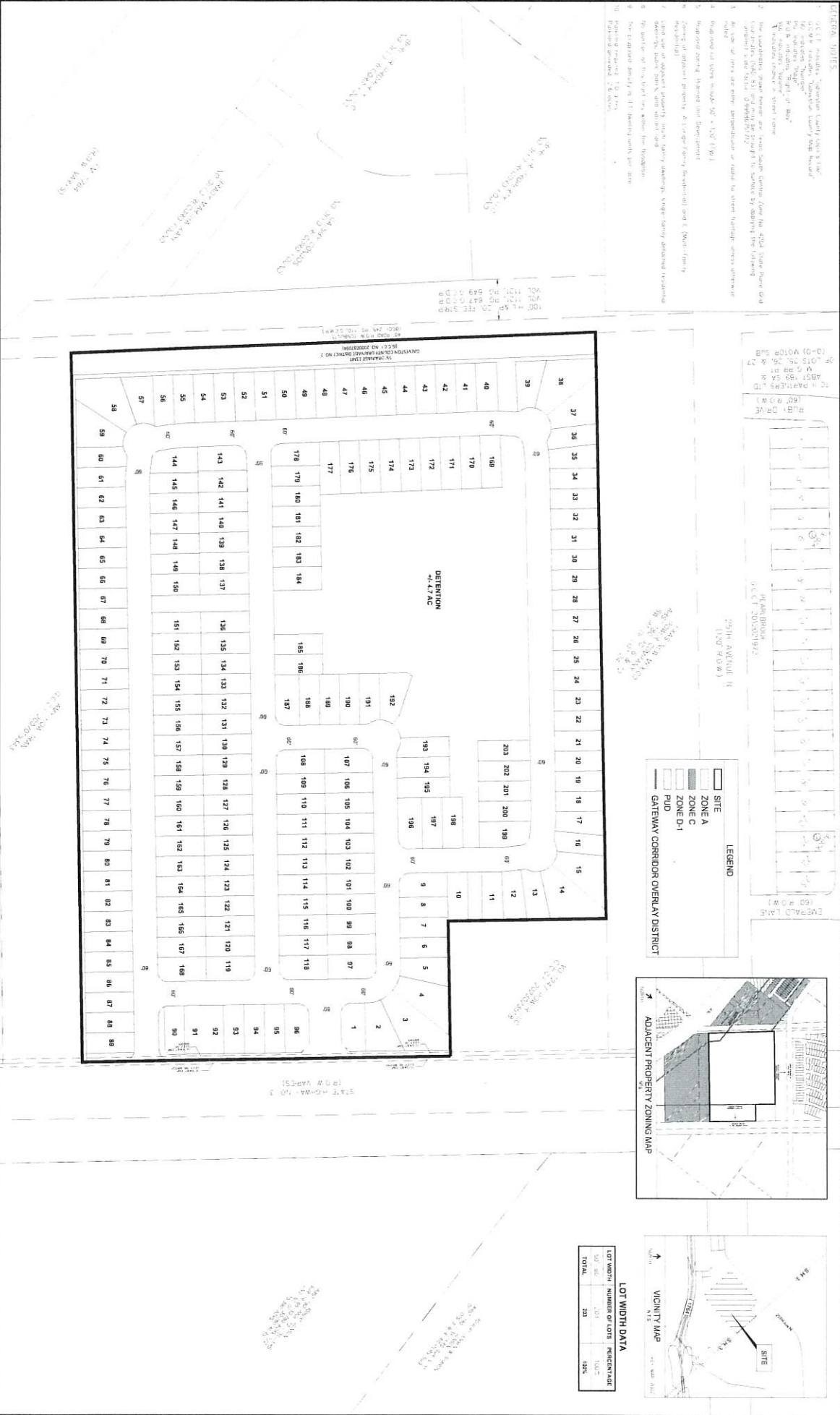
Exhibit 'C' - Open Space Amenities Plan



Exhibit 'D' - Zoning Exhibit

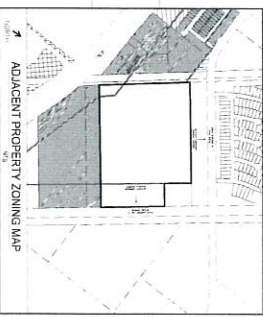
CERTAIN NOTES

1. ALL LOT LINES, CORNERS, EASEMENTS, ETC. SHOWN ON THIS MAP ARE BASED ON THE RECORD SURVEY OF THE PROPERTY, AND NOT ON ANY OTHER RECORD SURVEY OR MAP.
2. THE ADJACENT PROPERTY OWNER'S NAME AND ADDRESS ARE SHOWN ON THIS MAP FOR IDENTIFICATION PURPOSES ONLY. THE ADJACENT PROPERTY OWNER'S NAME AND ADDRESS ARE NOT TO BE USED FOR ANY OTHER PURPOSE.
3. THE ADJACENT PROPERTY OWNER'S NAME AND ADDRESS ARE NOT TO BE USED FOR ANY OTHER PURPOSE.
4. THE ADJACENT PROPERTY OWNER'S NAME AND ADDRESS ARE NOT TO BE USED FOR ANY OTHER PURPOSE.
5. THE ADJACENT PROPERTY OWNER'S NAME AND ADDRESS ARE NOT TO BE USED FOR ANY OTHER PURPOSE.
6. THE ADJACENT PROPERTY OWNER'S NAME AND ADDRESS ARE NOT TO BE USED FOR ANY OTHER PURPOSE.
7. THE ADJACENT PROPERTY OWNER'S NAME AND ADDRESS ARE NOT TO BE USED FOR ANY OTHER PURPOSE.
8. THE ADJACENT PROPERTY OWNER'S NAME AND ADDRESS ARE NOT TO BE USED FOR ANY OTHER PURPOSE.
9. THE ADJACENT PROPERTY OWNER'S NAME AND ADDRESS ARE NOT TO BE USED FOR ANY OTHER PURPOSE.
10. THE ADJACENT PROPERTY OWNER'S NAME AND ADDRESS ARE NOT TO BE USED FOR ANY OTHER PURPOSE.



LEGEND

- SITE
- ZONE A
- ZONE C
- ZONE D-1
- PUD
- GATEWAY CORRIDOR OVERLAY DISTRICT



LOT WIDTH DATA

LOT WIDTH	NUMBER OF LOTS	PERCENTAGE
50' - 60'	10	10.0%
60' - 70'	20	20.0%
TOTAL	30	100%

Vida Costera: Zoning Exhibit

A Subdivision of 49.89 acres out of the S.A. & M.G. R.R. Survey, A-189 and John Sellers Survey, A-180, Texas City, Galveston County, Texas.

203 Lots and 5 Blocks

Owner/Developer: KB Home Lone Star Inc., 11314 Richmond Avenue, Houston, TX, 77082. (877)238.4720.

February 19, 2024

Scale: 1"=100'

North Arrow

EHRA

Engineering and Planning

1001 MARSHALL LANE
HOUSTON, TEXAS 77042
PHONE: 713.778.4000
FAX: 713.778.4001
EMAIL: INFO@EHRA.COM

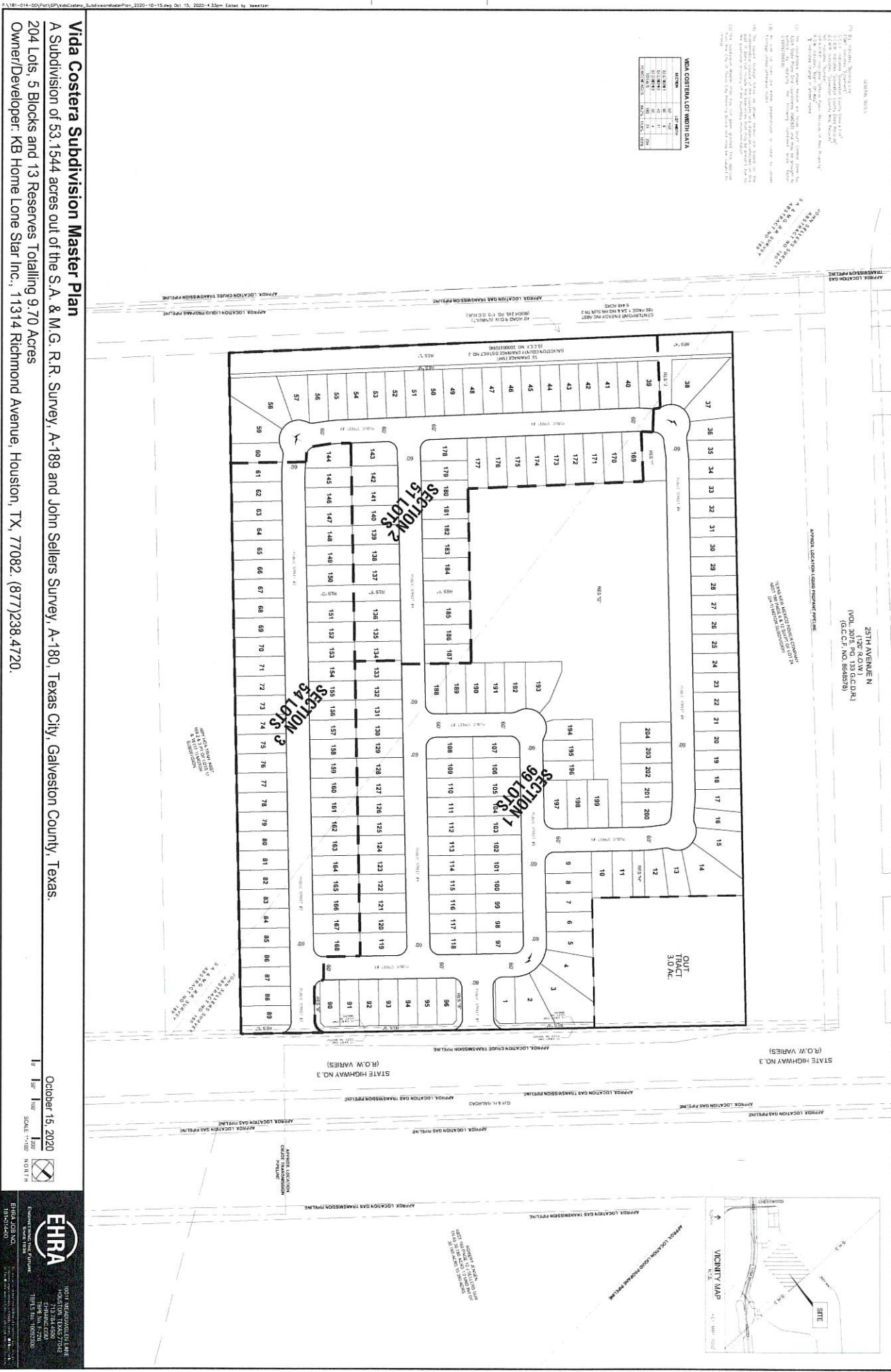
EXHIBIT E

Development Timeline

MUD Annexation	September 11, 2006
Development Agreement Approval	August 15, 2007
Subdivision Master Plan Approval	November 2, 2020
Section 1 Final Plat Approval	August 18, 2021
Section 2 Final Plat Approval	January 9, 2023
Section 1 Plat Recordation	January 23, 2023
PUD Application Submission	December 14, 2023
Planning Board Approval	March 4, 2024
Zoning Commission Approval (Anticipated)	March 19, 2024
City Commission Approval (Anticipated)	April 3, 2024
Section 2 Construction Begins (Anticipated)	July 2026
Section 2 Construction Completed (Anticipated)	January 2027
Section 3 Construction Begins (Anticipated)	August 2029
Section 3 Construction Completed (Anticipated)	February 2030
Project Buildout (Anticipated)	January 2033

**The anticipated dates are subject to change due to fluctuating market conditions*

Exhibit 'F' - Approved Subdivision Master Plan



FINAL PLAT

98 LOTS 5 BLOCKS 6 RESERVES

JANUARY, 2022

10011 MEADOWGLEN L
HOUSTON, TEXAS 77044
713-784-4500
WWW.EHRAINCO.COM
TBE No. F-726
TBPLS No. 10092300

1000

Aaron C. Marcus

2023003386 pg 2 of 2

E4194

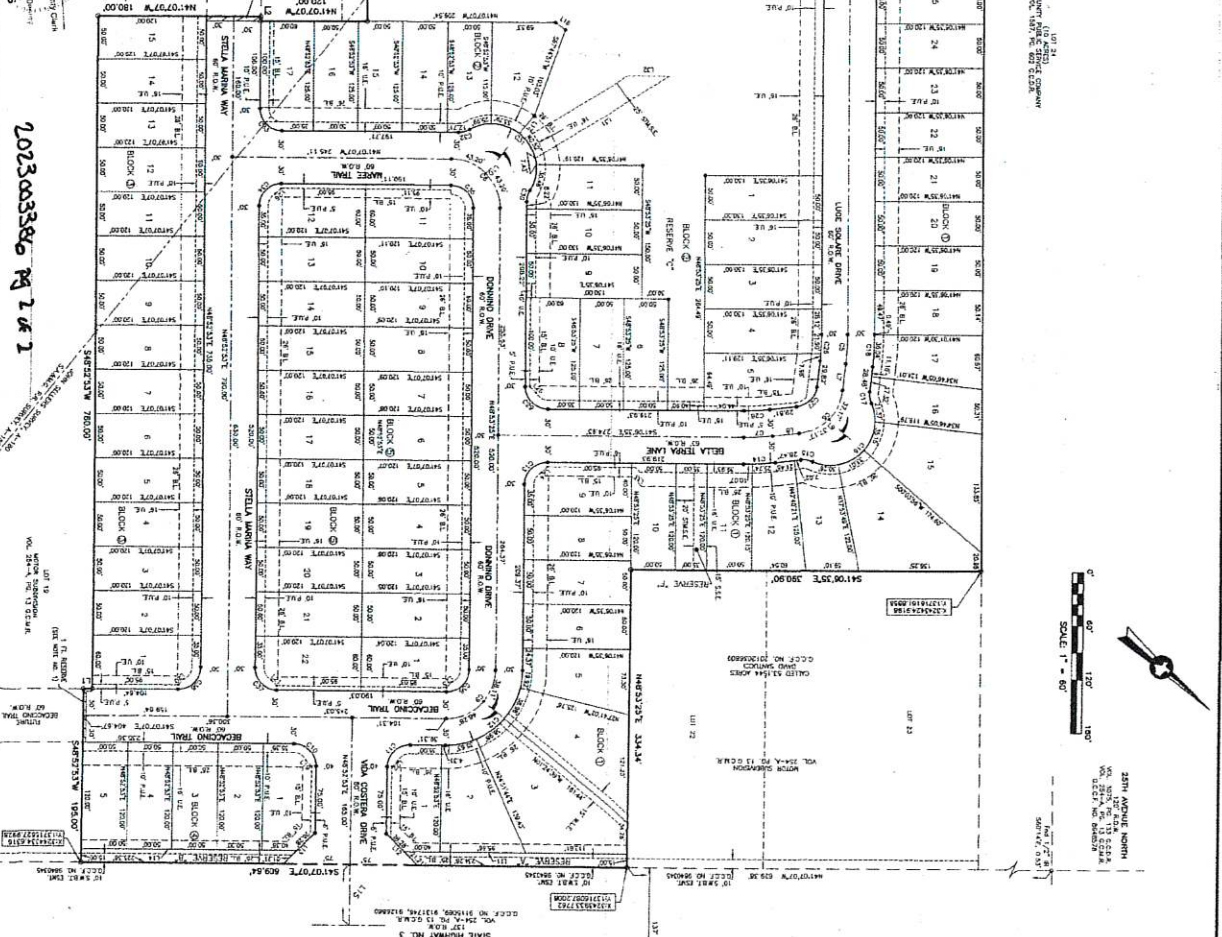
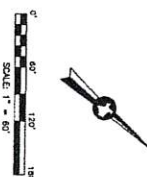
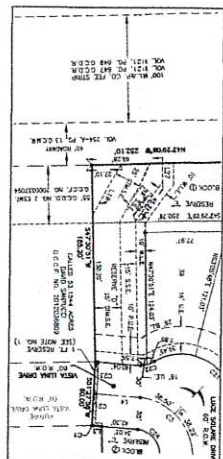


Exhibit 'H' - MUD Annexation Document

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



THE STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that this is a true and correct copy of a
Texas Commission on Environmental Quality document,
which is filed in the permanent records of the Commission.
Given under my hand and the seal of office on
LaDonna Castanuela SEP 11 2006
LaDonna Castanuela, Chief Clerk
Texas Commission on Environmental Quality

AN ORDER GRANTING THE PETITION FOR CREATION OF GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 66 AND APPOINTING TEMPORARY DIRECTORS

A petition by HWY, 66 Partners, Ltd. (hereafter "Petitioner") was presented to the Executive Director of the Texas Commission on Environmental Quality (hereafter "Commission") for approval of the creation of Galveston County Municipal Utility District No. 66 (hereafter "District") pursuant to Article XVI, Section 59 of the TEXAS CONSTITUTION and TEX. WATER CODE, Chapters 49 and 54.

The Commission has jurisdiction to consider this matter, and the following Findings of Fact and Conclusions of Law are appropriate after examining the application and supporting documentation:

FINDINGS OF FACT

1. On January 23, 2006, a petition for the creation of Galveston County Municipal Utility District No. 66 was filed with the Commission pursuant to TEX. WATER CODE, Chapters 49 and 54.
 - a. The petition for creation of the proposed District was signed by a duly authorized officer of the Applicant, which represents they hold title and are the owner to a majority in value of the land proposed to be included within the proposed District's boundaries in accordance with TEX. WATER CODE § 54.014.
 - b. The application contains information required by TEX. WATER CODE § 54.015 and 30 TEX. ADMIN. CODE § 293.11.
 - c. By petition, the Petitioner represents that there are two lien holders on the land in the proposed District. Evidence of lien holder consent has been provided.
2. Proper notice of this application was given pursuant to TEX. WATER CODE § 49.011 and 30 TEX. ADMIN. CODE § 293.12.
 - a. Proper notice of the application was published on July 28 and August 3 of 2006 in The Houston Chronicle, a newspaper regularly published and generally circulated in Galveston County, Texas, which is the county in which the proposed District is to be located.

- b. On July 28, 2006, proper notice of the application was posted on the bulletin board used for posting legal notices in Galveston County, Texas, which is the county in which the proposed District is to be located.

3. The appropriate and necessary deposits and fees associated with the filing of the application for creation of the proposed District have been paid to the Commission.

4. The affidavits of proposed temporary directors of the proposed District have been reviewed. The proposed temporary directors are:

Jeffrey M. Cravey
Renee Dale Koch

Eryn Elliott
Susan White

Joe P. Jameson, Jr.

5. Each of the persons named in Finding of Fact No. 4 is qualified to serve as a temporary director of the proposed District as each: (1) is at least 18 years old; (2) is a resident of the State of Texas; (3) either owns land subject to taxation within the proposed District, or is a qualified voter within the District; and (4) has completed and filed with the Commission an application for consideration of appointment as temporary director in the form and substance required by the Rules of the Commission.

6. The entire proposed District consists of 309.6 acres of land located entirely in Galveston County, Texas, and within the corporate limits of the City of Texas City, and no part of the proposed District will be located within the corporate limits or extraterritorial jurisdiction of any other city, town or village of the State of Texas.

7. The metes and bounds description of the proposed District has been checked by the Commission's staff and was found to form an acceptable closure.

8. By City of Texas City, Texas, Resolution No. 06-08 (amending Resolution No. 05-130), effective January 18, 2006, the City of Texas City, Texas, has consented to the creation of the proposed District, as required by TEX. WATER CODE § 54.016 and TEX. LOC. GOV'T CODE § 42.042.

9. The proposed project as set out in the application is feasible and practicable.

- a. There is an ample supply of water available, and the terrain of the area to be included in the proposed District is such that waterworks, wastewater, and drainage and storm sewer systems can be constructed or acquired at reasonable cost.
- b. Projected construction cost for the project is reasonable at approximately \$16,295,000.
- c. The proposed District's combined projected tax rate of \$0.9452 per \$100 assessed valuation is reasonable and comparable to tax rates in the surrounding area.
- d. Projected water and wastewater rates are reasonable.

- e. A market study was provided which indicates that there is growth potential to support the proposed District.

10. The creation of the proposed District as set out in the application is necessary and would be a benefit to the land to be included in the proposed District.

11. The creation of the proposed District and its system and subsequent development within the proposed District will not have an unreasonable effect on land elevation, subsidence, groundwater level within the region, recharge capability of a groundwater source, natural run-off rates and drainage, water quality, and total tax assessments on all land located within the proposed District.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction to consider this application and is authorized to make and enter its Findings of Fact, Conclusions of Law, and Orders with respect to the creation of the proposed District.

2. All of the land and property proposed may properly be included within the proposed District.

3. All statutory and regulatory requirements for creation of Galveston County Municipal Utility District No. 66 have been fulfilled in accordance with TEX. WATER CODE § 54.021 and 30 TEX. ADMIN. CODE §§ 293.11-293.13.

NOW THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY THAT:

1. The petition for the creation of Galveston County Municipal Utility District No. 66 is hereby granted.

2. The District is created under the terms and conditions of Article XVI, Section 59 of the TEXAS CONSTITUTION and TEX. WATER CODE, Chapters 49 and 54.

3. The District shall have all of the rights, powers, privileges, authority, and functions conferred and shall be subject to all duties imposed by the Texas Commission on Environmental Quality and the general laws of the State of Texas relating to municipal utility districts.

4. The District shall be composed of an area situated wholly within Galveston County, Texas, described by the metes and bounds in Exhibit "A", attached hereto and incorporated herein for all purposes.

5. The following persons are hereby named and appointed as temporary directors of the District, to serve until their successors are elected or have been appointed in accordance with applicable law:

Jeffrey M. Cravey
Renee Dale Koch

Eryn Elliott
Susan White

Joe P. Jameson, Jr.

6. The foregoing temporary directors shall, as soon as practicable after the date of entry of this Order, execute their official bonds and take their official oaths of office. All such bonds shall be approved by the Board of Directors of the District and each bond and oath shall be filed with the District and retained in its records.

7. This Order shall in no event be construed as an approval of any proposed agreement or of any particular item in any document provided in support of the petition for creation, nor as a commitment or requirement of the Commission in the future to approve or disapprove any particular item or agreement in future applications submitted by the District for Commission consideration.

8. This Order shall not constitute approval or recognition of the validity of any provision in the City of Texas City, Texas, Resolution No. 06-08 (amending Resolution No. 05-130), effective January 18, 2006, nor any other ordinance/resolution incorporated therein by reference to the extent that such provision exceeds the authority granted to the City of Texas City by the laws of the State of Texas.

9. The District is directed to pursue negotiations with the City of Texas City regarding a rebate of City taxes as compensation for District funding of water, wastewater, and drainage facilities.

10. The Chief Clerk of the Commission shall forward a copy of this Order to all affected persons.

11. If any provision, sentence, clause, or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.

Issue Date: **SEP 06 2006**

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY


For the Commission

Handwritten: Northern Portion Tract 1

53.1544 Acres of Land

Texas City, Texas

John Sellers League Survey A-180

TRACT 1:

METES AND BOUNDS DESCRIPTION

53.1544 ACRES OF LAND

JOHN SELLERS LEAGUE SURVEY A-180

Being 53.1544 acres of land situated in the John Sellers League Survey A-180, Galveston County, Texas, and being a portion of a called N.W. 4 acres of Lot 18 and all of Lots 19-23, Motor Subdivision as recorded under volume 254, page 110 Galveston County Map Records. Said 53.1544 acres of land being more fully described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap set for the southwesterly boundary corner of said Lot 24 and the northwesterly boundary corner of said Lot 23 18.1767 acres tract and being in the easterly boundary line of a called 40' feet road way;

THENCE North 47°33'30" East, along the common boundary line between said Lot 23 and Lot 24 for a distance of 1791.94 feet to 5/8 inch iron rod with plastic cap set for corner in the westerly right-of-way line of State Highway 3 based on a width of 150 feet;

THENCE South 42°26'30" East, along the westerly right-of-way line of State Highway 3 passing the common boundary corner between Lot 18 and 19 at a distance of 1204.05 feet and continuing on for a total distance of 1300.89 feet to 5/8 inch iron rod with plastic cap set for corner;

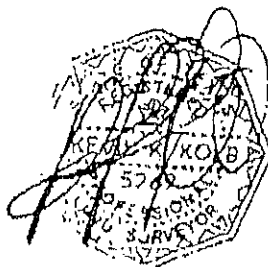
THENCE South 47°34'02" West, over and across said Lot 18 for a distance of 1791.94 feet to 5/8 inch iron rod with plastic cap set for corner in the easterly right-of-way line of said 40' roadway;

THENCE North 42°26'30" West, along the easterly right-of-way line of said 40' roadway for a distance of 1300.61' feet back to the **POINT OF BEGINNING** and containing within these calls 53.1544 acres or 2,315,404 square feet of land

A survey plat has not been prepared in conjunction with this metes and bounds description, by Kevin K. Kolb RPLS 5269

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation

Compiled by:
TOTAL SURVEYORS, INC.
4301 Center Street
Deer Park, Texas 77538
281-479-8719



June 14, 2005

Handwritten: "Exhibit A"

Tract 1:

* Northern Portion
Tract 2

METES AND BOUNDS DESCRIPTION
161.9792 ACRES OF LAND
JOHN SELLERS LEAGUE SURVEY A-180

Being 161.9792 acres of land situated in the John Sellers League Survey A-180, Galveston County, Texas, and being all of lots 25-35, Motor Subdivision as recorded under Volume 254, Page 110 Galveston County Map Records. Said 161.9792 acres of land being more fully described by metes and bounds as follows:

BEGINNING at a point for corner in the westerly right-of-way line of called 25th Street based on a width of 120 feet and the southerly most corner of said Lot 25 and the northerly right-of-way line of a called 40-foot roadway;

THENCE North 42°23'17" West, along the westerly boundary line of a called 6.8974 acres tract conveyed to the Galveston County Drainage District as recorded under Galveston County Clerks File No. 2005000731 for a distance of 508.12 feet;

THENCE North 42°26'30" West continuing along the westerly boundary line of said 6.8974 acres tract for a distance of 1752.95 feet, to 5/8 inch iron rod with plastic cap set for corner in the south boundary line of a called 19.853 acres tract conveyed by deed to Richard J. Cano as recorded under Galveston County Clerks File No. 9607095;

THENCE North 47°33'30" East, along the south boundary line of said 6.8974 acres tract for a distance of 20.01 feet to 5/8 inch iron rod with plastic cap set for corner;

THENCE North 42°23'33" West, along the westerly boundary line of said 6.8974 acres for a distance of 1146.00 feet to 5/8 in. iron rod with plastic cap set for corner in the south boundary line of said 19.853-acre tract;

THENCE South 87°23'01" West along the south boundary line of said 19.853 acres tract for a distance of 75.71 feet;

THENCE North 42°29'08" West, a distance of 149.25 feet;

THENCE North 02°45'59" West, a distance of 796.24 feet;

THENCE North 87°23'03" East, a distance of 706.39 feet to a point at the beginning of a non-tangent curve to the left;

THENCE along said curve to the left with a radius of 630 18 feet, with a curve length of 526.31 feet, and a delta angle of 47°51'07" along with chord of North 68°22'50" East and 511 15 feet;

THENCE North 87°23'01" East a distance of 494.98 feet;

THENCE South 41°39'03" East a distance of 596.49 feet;

THENCE North $87^{\circ}23'01''$ East a distance of 39.90 feet to 5/8 inch iron rod with plastic cap set for corner in the westerly right-of-way line of State Highway 3 a called width of 150 feet;

THENCE South $41^{\circ}06'14''$ East, along the westerly right-of-way of said State Highway 3, total distance of 2688.63 feet to 5/8-inch iron rod with plastic cap set for corner in the westerly right-of-way line of said 25th Street;

THENCE South $48^{\circ}54'50''$ West along the westerly right-of-way line of said 25th Street for a distance of 1832.12 feet back to the POINT OF BEGINNING and containing with these calls 161.9792 acres or 7,055,814 square feet of land.

Northern Portion: Tract 3

TRACT 3:

7.5795 Acres of Land
Texas City Texas
John Sellers League Survey A-180**METES AND BOUNDS DESCRIPTION
7.5795 ACRES OF LAND
JOHN SELLERS LEAGUE SURVEY A-180**

Being 7.5795 acres of land situated in the John Sellers League Survey A-180, Galveston County, Texas, and being a portion of a called 10.184 acres out of Lot 6, Share G, as recorded under Galveston County Clerks File No. 9820737. Said 7.5795 acres of land being more fully described by metes and bounds as follows:

COMMENCING at a 1 inch iron pipe with cap found for the southeasterly boundary corner of said 10.184 acres tract and being in the westerly boundary line of a called 100' feet H.L.&P right-of-way also known as the Old Galveston Houston Electric Railway,

THENCE North $42^{\circ}28'42''$ West, along the westerly boundary line of said 100' feet H.L. & P right-of-way, passing the southerly right-of way line of 25th Street (based on a 120 feet width) at a distance of 181.26' feet for a total distance of 301.28' feet to a 5/8 inch iron rod with plastic cap set for the **POINT OF BEGINNING** of herein described tract of land, said corner also being the beginning of a non-tangent curve to the right;

THENCE along the northerly right-of-way line of said 25th Street with said curve to the right, having a radius of 510.70 and curve length of 344.06 feet a delta angle of $38^{\circ}36'02''$, with a chord bearing $S\ 68^{\circ}01'18''\ W$ for a distance of 337.59 feet;

THENCE South $87^{\circ}19'26''$ West, along the northerly right-of-way line of said 25th Street for a distance of 346.87' feet to a 5/8 inch iron rod with plastic cap set for the southeasterly boundary corner of a called 7.499 acres tract conveyed by deed to Richard J. Cano as recorded under Galveston County Clerks File No. 8424080;

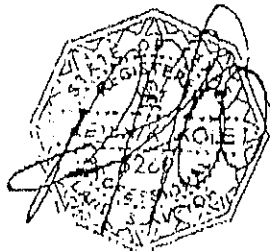
THENCE North $02^{\circ}49'42''$ West, along the easterly boundary line of said 7.499 acres tract for a distance of 914.15' feet to a 5/8 inch iron rod with plastic cap set for the northeasterly boundary corner of a called 7.499 acres tract said corner being in the westerly boundary line of said 100' feet H.L. & P right-of-way;

THENCE South $42^{\circ}26'42''$ East, along the westerly boundary line of said 100' feet H.L. & P right-of-way for a distance of 1044.12' feet back to the **POINT OF BEGINNING** and containing within these calls 7.5795 acres or 330,163 square feet of land

A survey plat has not been prepared in conjunction with this metes and bounds description, by Kevin K. Kolb, RPLS 5289

The square footage totals as shown herein are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation

Compiled by
TOTAL SURVEYORS, INC.
4301 Center Street
Deer Park, Texas 77536
281-474-8719



June 14, 2005

Northern Portion : Tract 4

TRACT 4:

18.1767 Acres of Land

Texas City, Texas

John Sellers League Survey A-180

METES AND BOUNDS DESCRIPTION
18.1767 ACRES OF LAND
JOHN SELLERS LEAGUE SURVEY A-180

Being 18.1767 acres of land situated in the John Sellers League Survey A-180, Galveston County, Texas, and being a portion of a called 18.179 acres out of Lot B, Share F, conveyed by deed as recorded under Galveston County Clerks File No. 9820737. Said 18.1767 acres of land being more fully described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap set for the southeasterly boundary corner of said 18.1767 acres tract and being in the westerly boundary line of a called 100' feet H.L.&P right-of-way also known as the Old Galveston Houston Electric Railway;

THENCE South $87^{\circ}16'52''$ West, along the southerly boundary line of said 18.1767 acres for a distance of 1146.15 feet to 5/8 inch iron rod with plastic cap set for corner;

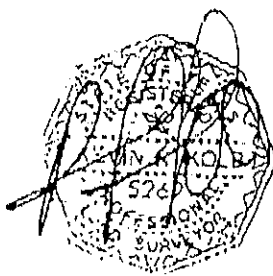
THENCE North $02^{\circ}52'08''$ West, along the westerly boundary line of said 18.1767 acres for a distance of 1381.63 feet to 5/8 inch iron rod with plastic cap set for corner in the westerly boundary line of said 100' feet H.L.&P right-of-way;

THENCE South $42^{\circ}28'08''$ East, along the westerly boundary line of said 100' feet H.L.&P right-of-way for a distance of 1797.46' feet back to the **POINT OF BEGINNING** and containing within these calls 18.1767 acres or 791,777 square feet of land.

A survey plat has not been prepared in conjunction with this metes and bounds description, by Kevin K. Kolb, RPLS 5269.

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:
TOTAL SURVEYORS, INC.
4301 Center Street
Deer Park, Texas 77538
281-479-8719



June 14, 2005

Northern Portion : Tract 5

TRACT 5:

0.5864 Acres of Land

Texas City, Texas

John Sellers League Survey A-180

**METES AND BOUNDS DESCRIPTION
0.5864 ACRES OF LAND
JOHN SELLERS LEAGUE SURVEY A-180**

Being 0.5864 acres of land situated in the John Sellers League Survey A-180, Galveston County, Texas, and being a portion of a called 10.184 acres out of Lot 6, Share G, as recorded under Galveston County Clerks File No.9820737. Said 0.5864 acres of land being more fully described by metes and bounds as follows:

BEGINING at a 1 inch iron pipe with cap found for the southeasterly boundary corner of said 10.184 acres tract and being in the westerly boundary line of a called 100' feet H.L. & P right-of-way also known as the Old Galveston Houston Electric Railway;

THENCE South 87°19'18" West, along the southerly boundary line of said 10.184 acres tract, for a distance of 509.88' feet to a 5/8 inch iron rod with plastic cap set for corner in the southerly right-of-way line of 25th Street (based on a 120 feet width). Said corner also being the beginning of a curve to the left;

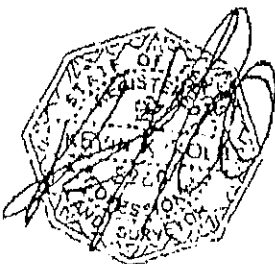
THENCE along the southerly right-of-way line of said 25th Street with said curve to the Left, having a radius of 630.70 and curve length of 425.80 feet a delta angle of 38°41'27", with a chord bearing N 67°50'42" E for a distance 417.85 feet;

THENCE South 42°26'42" East, for a distance of 181.26' feet back to the **POINT OF BEGINNING** and containing within these calls 0.5864 acres or 25,542 square feet of land.

A survey plat has not been prepared in conjunction with this metes and bounds description, by Kevin K. Kolb, RPLS 5269.

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:
TOTAL SURVEYORS, INC.
4301 Center Street
Deer Park, Texas 77536
281-476-8719



July 12, 2005

Southern Portion : Tract 1

**METES AND BOUNDS DESCRIPTION
33.1485 ACRES OF LAND
SA & MG RR CO. SURVEY A-189**

Being 33 1485 acres of land situated in the SA & MG RR CO. Survey A-189, Galveston County, Texas, and being a portion of Lots 3 through 14 of the Motor Subdivision, as recorded under Book 254-A, Page 13 of the Galveston County Map Records, and a portion of a 40-foot Dedicated Roadway. Said acres of land being more fully described by metes and bounds as follows:

BEGINNING at a TxDOT Monument for corner in the southerly right-of-way line of Farm Road 1764 (variable width) and the southeasterly boundary corner of said Lot 14;

THENCE South $75^{\circ}03'23''$ East, continuing along the southerly right-of-way line of said Farm Road 1764, for a distance of 807.79 feet to a 5/8-inch iron rod with plastic cap set for corner;

THENCE South $59^{\circ}19'02''$ East, continuing along the southerly right-of-way line of said Farm Road 1764, passing the common boundary corner between Lots 11 and 12 at a distance of 74.33 feet and continuing on for a total distance of 304.16 feet;

THENCE South $37^{\circ}03'23''$ East, continuing along the southerly right-of-way of said Farm Road 1764, for a distance of 32.19 feet to a corner in the right-of-way of said 40-foot Dedicated Roadway;

THENCE South $37^{\circ}34'19''$ East, along the southerly right-of-way line of said F.M. 1764, for a distance of 92.04 feet to a 5/8 inch iron rod with plastic cap set for corner, said corner being the beginning of a non-tangent curve to the left;

THENCE along said curve to the left having an arc distance of 329.00 feet, with a radius of 290.00 feet, a delta angle $65^{\circ}00'04''$ and a cord bearing South $69^{\circ}33'25''$ East for a distance of 311.64 feet to a 5/8 inch iron rod with plastic cap set for corner;

THENCE South $12^{\circ}03'23''$ East, a distance of 46.15 feet, to 5/8 inch iron rod with plastic cap set for corner, said corner being the beginning of a non-tangent curve to the left;

THENCE along said curve to the left having an arc distance of 388.74 feet, with a radius of 764.52 feet, a delta angle $29^{\circ}08'01''$ and a cord bearing South $26^{\circ}37'23''$ East for a distance of 384.56 feet to a 5/8 inch iron rod with plastic cap set for corner;

THENCE South $41^{\circ}11'23''$ East, for a distance of 1074.39 feet to a 5/8-inch iron rod with plastic cap set for corner;

THENCE North $48^{\circ}48'37''$ East, for a distance of 95.83 feet to a 5/8- inch iron rod with plastic cap set for corner, said corner being the northwesterly boundary corner of Memorial Professional Center;

THENCE South $41^{\circ}11'23''$ East, along the westerly boundary line of said Memorial Professional Center for a distance of 206.00 feet to a 5/8 inch iron rod with plastic cap set for corner in the northerly right-of-way line of said Memorial Drive;

THENCE South $48^{\circ}48'37''$ West, along the northerly right-of-way line of said Memorial Drive for a distance of 603.06 feet to a 5/8 inch iron rod with plastic cap set for corner;

THENCE North $42^{\circ}31'58''$ West, continuing along the westerly boundary line of said Motor Subdivision, for a distance of 2,061.26 feet;

THENCE North $42^{\circ}31'23''$ West, a distance of 990.46 feet to a found TxDOT Monument far corner in the southerly right-of-way line of said Farm Road 1764;

THENCE North $48^{\circ}48'37''$ East along the southerly right-of-way line of said Farm Road 1764 at a distance of 13.05 feet back to the POINT OF BEGINNING and containing within these calls 33.1485 acres or, 1,443,949 square feet of land.

SOUTHERN PORTION, TRACT 2
METES AND BOUNDS DESCRIPTION
30 0097 ACRES OF LAND
SA & MG RR CO SURVEY A-189

Being 30.0097 acres of land situated in the SA & MG RR CO. Survey A-189, Galveston County, Texas, and being portion of that 100 Roadway known as Vuather Road. Said 30 0097 acres of land being more fully described by metes and bounds as follows;

BEGINNING at a point for corner marking the intersection of the southerly right-of-way line of Farm Road 1764 (variable width), with the easterly right-of-way line of Vuather Road (based on a 100 foot width,), said corner also being in the westerly right-of-way line of 100-foot H L & P. Easement also known as (Old Galveston Houston Electric Railway);

THENCE, South 42° 31' 23" East, along the easterly right-of-way line of said Vuather Road and the westerly right-of-way line of said 100-foot H L & P. Easement for a distance of 1,779.56 feet to a ¾ inch iron rod with plastic cap set for corner, in the northerly right-of-way line of Monticello Drive, based on a 100-foot width;

THENCE, South 87° 15' 15" West, along the northerly right-of-way line of said Monticello Drive for a distance of 1520.30 feet to a ¾ inch iron rod with plastic cap set for corner, said corner being the southeast boundary corner of a called 17.0-Acre tract conveyed by deed to Union Junior College District as recorded under Volume 1889 Page 392 of the Map Records of Galveston County Texas;

THENCE, North 02° 06' 22" West, along the easterly boundary line of said 17.0-Acre tract, for distance of 1,456.53 feet to a ¾ inch iron rod with plastic cap set for corner in the southerly right-of-way line of said Farm Road 1764, said corner is the beginning of a non-tangent curve to the right;

THENCE along said curve to the right with a radius of 5,559.65 feet with a curve length of 204.17 feet and a delta angle of 02° 06' 15" along with chord of South 79° 59' 56" East 204.16 feet;

THENCE, South 78° 00' 55" East, 171.99 feet to the POINT OF BEGINNING and containing 30 0097 acres of land.

GF
034076 S

★ Southern Part of Tract 3

4,6149 Acres of Land
Texas City, Texas
SA & MG RR Co Survey A-189

METES AND BOUNDS DESCRIPTION
4,6149 ACRES OF LAND
SA & MG RR CO. SURVEY A-189

Being 4 6149 acres of land situated in the SA & MG RR CO. Survey A-189, Galveston County, Texas, and being a portion of Lots 1 and 2 of the Motor Subdivision, as recorded under Book 254-A, Page 13 of the Galveston County Map Records Said 25.4416 acres of land being more fully described by metes and bounds as follows

BEGINING at a 5/8 inch iron rod with plastic cap set for corner in the southerly right-of-way line of Memorial Drive (called 60' wide) and the northwesterly most boundary corner of said Lot 2;

THENCE North 48°48'37" East, along the southerly right-of-way line of said Memorial Drive, for a distance of 449.29' feet to a 5/8 inch iron rod with plastic cap set for corner,

THENCE South 41°13'08" East, for a distance of 452.50' feet to a 5/8 inch iron rod with plastic cap set for corner in the southeasterly boundary line of said Lot 1;

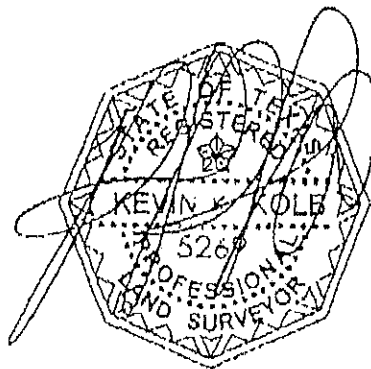
THENCE South 48°46'52" West, along the southeasterly boundary line of said Lot 1, for a distance of 438.99' feet to a 5/8 inch iron rod with plastic cap set for corner in the southeasterly boundary line of said Lot 1, said corner being the southwesterly boundary corner of said Lot 1 and said Motor Subdivision;

THENCE North 42°31'23" West, along the southwesterly boundary line of said Motor Subdivision for a distance of 452.85' feet back to the **POINT OF BEGINNING** and containing within these calls 4,6149 acres or 201,023 square feet of land.

A survey plat has not been prepared in conjunction with this metes and bounds description, by Kevin K. Kolb, RPLS 5269

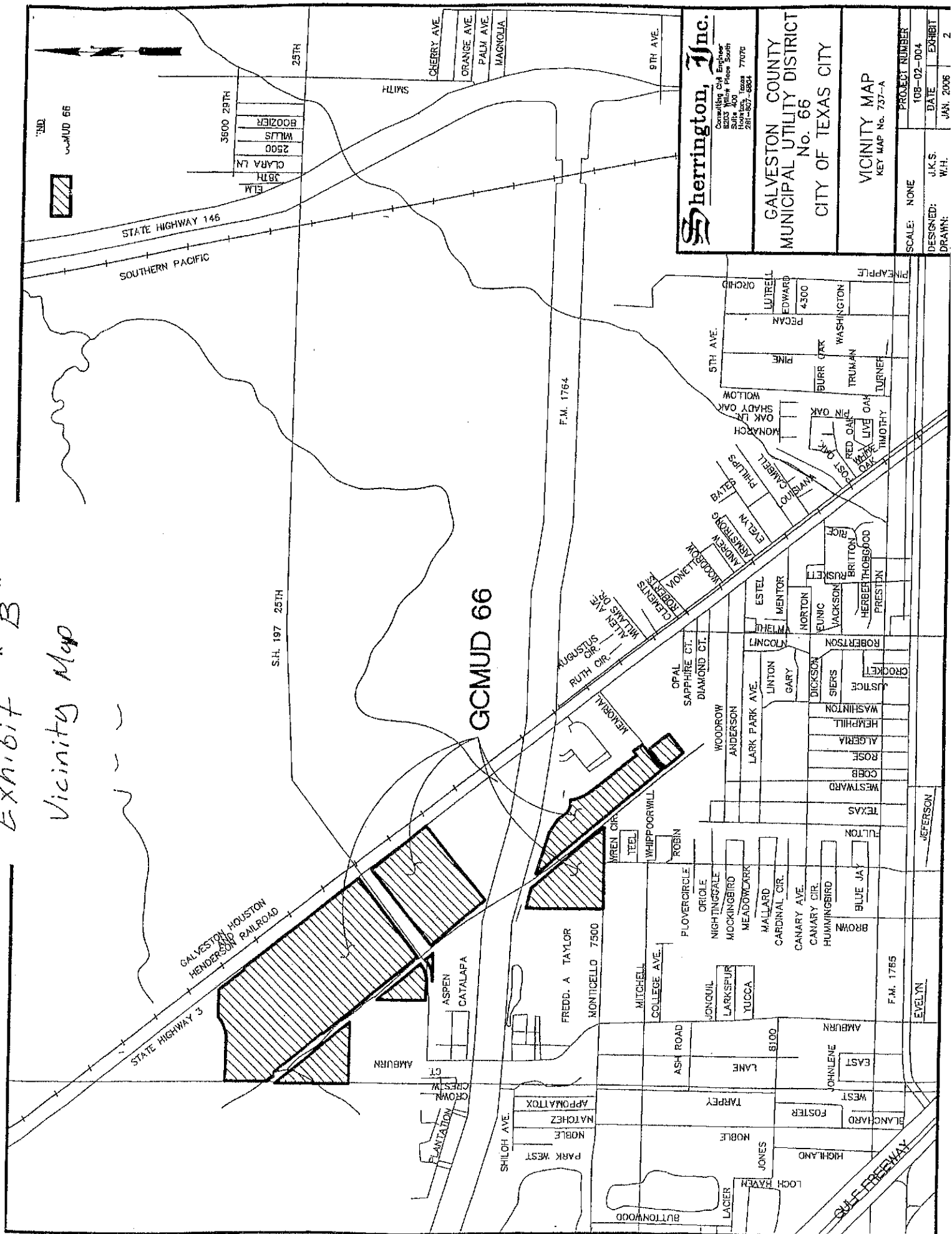
The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:
TOTAL SURVEYORS, INC.
4301 Center Street
Deer Park, Texas 77536
281-479-8719



April 13, 2005

Exhibit "B"
Vicinity Map



RESOLUTION NO. 07-101

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH HIGHWAY 66 PARTNERS, LTD. IN CONNECTION WITH THE DEVELOPMENT OF APPROXIMATELY 310 ACRES OF LAND; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on November 2, 2005, the City Commission adopted Resolution No. 05-130 consenting to the inclusion of 248 acres in a municipal utility district; and

WHEREAS, subsequent to the adoption of Resolution No. 05-130, the owners and developers acquired additional land that they wish to be included in the municipal utility district, making the total 310 acres; and

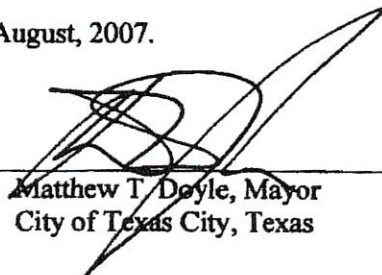
WHEREAS, City staff and consultants recommend the Developer (Highway 66 Partners, Ltd.) and City enter into a development agreement to provide the terms and conditions that will govern the development of the Property.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, authorizes the Mayor to negotiate and execute a Development Agreement with Highway 66 Partners, Ltd. in substantially the same form as Exhibit "A," attached hereto and made a part hereof for all purposes.


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

PASSED AND ADOPTED this 15th day of August, 2007.



Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:


Pamela A. Lawrence
City Secretary

APPROVED AS TO FORM: 

Robert Geryais
City Attorney

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement"), is made and entered into as of _____, 2007, by and between the **CITY OF TEXAS CITY, TEXAS**, a home rule municipality located in Galveston County, Texas (the "City"), and **HIGHWAY 66 PARTNERS, LTD.**, a Texas limited partnership (the "Developer").

RECITALS

The Developer owns or has under contract approximately 318 acres of land more fully described in Exhibit A, attached hereto (the "Property"). The Property shall also include any additional land annexed into the District (as defined below) with the City's consent. The Developer proposes to develop the Property as a residential community (the "Project"). The Property is currently located within the corporate limits of the City of Texas City, Texas (the "City").

The Developer determined that the creation of Galveston County Municipal Utility District No. 66 (the "District") over the Property was necessary for the provision of water, sewer, and drainage facilities, canals, and certain road and street improvements necessary to develop the Property.

The City has consented to the creation of the District.

The City and the Developer have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each.

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants, and benefits contained herein, the City and the Developer contract and agree as follows:

ARTICLE 1 DEFINITIONS

The terms "City," "Developer," "District," "Project," and "Property" shall have the meanings provided for them in the Recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

PUD means the Planned Unit Development for the Property to be adopted pursuant to the City's Zoning Code, Section 40-48 in effect as of the effective date of this Agreement.

Utility Services Agreement means the utility services agreement entered into between the City, the Developer, and the District.

Zoning Code means the City's Revised Zoning Ordinance in effect as of the date of this Agreement.

ARTICLE 2 OBLIGATIONS OF THE CITY

2.01. Acquisition of Easements for Off-Site Utilities. The City will acquire all off-site water and wastewater easements and sites needed to serve the Property using capital recovery fees paid by the Developer and other developers. The City will cooperate with the Developer to insure that all such easements and sites are acquired in a timely manner that supports the completion of the off-site water and sewer facilities in a manner that meets the Developers plan for developing the Property, subject to the requirements of section 4.6 and 4.7 of this Agreement and the terms and conditions of the Utility Services Agreement to be entered into between the City, the District, and the Developer.

ARTICLE 3 OBLIGATIONS OF THE DEVELOPER

3.01. Municipal Use Sites. The Developer agrees to contribute \$500 per lot to the City for the construction of the municipal use facilities (including but not limited to police, fire and EMS, library, satellite office or utility dispatch uses) to be constructed to serve the area of the City in which the Property is located, with such contribution to be paid at the time the final plat for a phase of development on the Property is filed for recordation.

3.02. Property owners' association. The Developer agrees to create one or more property owners' association to serve the Property and to include all of the Property in at least one of such property owners' association. The Developer further agrees to submit to the Mayor of the City or his designee for review and comment prior to recordation all rules of the property owners' association(s) created to serve the Property and all deed restrictions proposed for the Property. The Developer will provide copies of its commercial deed restrictions and commercial development covenants, if any, to the City for review and approval by the Mayor or his designee at least 60 days prior to filing same.

3.03. Maintenance of certain improvements. The Developer agrees to form one or more property owners association, which shall have as one of their stated purposes to permanently maintain through assessments all lakes, ponds, and other detention facilities and open ditches, open drainage channels, canals, and other open stormwater drainage improvements, parks and recreation facilities, landscaping, and monumentation developed as part of the Project (the "Non-City Improvements") to the extent that the District is not responsible for maintaining such Non-City Improvements. The Developer acknowledges and agrees that the Non-City Improvements will be maintained by the District or by the property owners' association or associations serving the Property, as appropriate, and that the City shall never have the responsibility to own, operate or maintain the Non-City Improvements.

3.04. Cost reimbursement. The Developer shall reimburse the City for professional consulting fees, including legal and engineering, reasonably incurred by the City in connection with the creation and organization of the District, including the review and approval of this Agreement, the Utility Services Agreement, Planned Unit Development, and any other agreements between the City, the Developer and the District. To aid in review and evaluation of the proposed development, the City shall engage the services of consultants and legal counsel. The City will enter into engagement letters and/or service agreements with its consultants and legal counsel. The City will be the client for purposes of these consulting and legal engagements. However, the Developer agrees to be responsible, on behalf of the City, for all fees, expenses, and other costs associated with the City's consulting and legal engagements.

The Developer further agrees to counter-sign the engagement letters between the City and its consultants and legal counsel to acknowledge the Developer's financial responsibility thereunder. The City's consultants and legal counsel shall submit invoices for fees, expenses, and other costs incurred on behalf of the City to the Developer (with a copy to the City) on a monthly basis and such invoices will be payable within thirty days of receipt. The Developer agrees that it will provide payment to the City's consultants and legal counsel accordingly on behalf of the City. The Developer's obligation under this section is cumulative with any other cost reimbursement arrangements previously or subsequently entered into between the City and the Developer.

3.06. Dry Utilities. The Developer agrees that all dry utilities, such as electric, gas, telephone and cable, shall be placed underground throughout the Property; provided, however, that "three-phase" power lines may be elevated and may be placed in easements along the perimeter of the Property and within the interior of the Property as may be required by the power provider to serve the Property. Unless otherwise approved by the City and the Developer and unless no reasonable alternative is available to the power provider for the location of said poles, no elevated three-phase power or larger poles may be placed along any major roads or highways. The Developer agrees that public street light poles throughout the Project shall be

galvanized metal or concrete; provided, however, the Developer may use light poles made out of a material that is of a higher quality than concrete, as determined by the Mayor or his designee. Decorative and specialty light poles are acceptable on private property and along private streets; provided, however, that the City shall never be responsible for maintenance of such light poles.

3.06. 25th Avenue Improvements. The Developer will pay for the cost of extending the northern two lanes of 25th Avenue for approximately 300 feet to the southwest side of Highway 3 and installing related storm drainage facilities (the "25th Avenue Paving Project"); provided, however, that (a) the Developer is not responsible for any paving or other road work on the north side of Highway 3, (b) such costs do not include the relocation of any utilities or pipelines, and (c) such costs do not exceed \$150,000.

3.07 Property Values. The Developer recognizes that a significant portion of the City's consideration for entering into this Agreement and consenting to the creation of the District is the Developer's representations that it would achieve an average home value in the District of \$160,000 (the "Target Value"). The Developer agrees to make to the City a payment in lieu of taxes (the "PILOT") to compensate the City for any loss of tax revenue attributable to the Developer's failure to achieve the Target Value on the dwelling units that are used to support the financial feasibility of the District's first bond issue, over the life of the first bond issue. The PILOT shall be calculated by first multiplying the City's then current total tax rate by the difference between the Target Value and the certified appraised value, as determined by the Galveston County Appraisal District, of the average completed home in the District on January 1 of the year in which the District sells its first series of bonds, divided by 100 (the "Estimated Annual Revenue Loss Calculation"). The Estimated Annual Revenue Loss Calculation shall be multiplied by a timing factor (the greater of 20 years or the term of the District's first bond issue) to arrive at the PILOT due from the Developer to the City. A table demonstrating the calculation of the PILOT is shown on Exhibit "B" attached hereto and incorporated herein for all purposes. The PILOT shall be paid within 30 days of the Developer's receipt from the District of its share of proceeds from the District's first bond issue.

ARTICLE 4 LAND AND DEVELOPMENT COVENANTS

4.01. Land Use. Developer shall submit to the City, for its review and approval, the plan for the development of the Property (the "General Plan") in accordance with Section 40-48 of the Zoning Code in effect as of the effective date of this Agreement. Developer shall develop or cause any undeveloped Property to be developed in accordance with the latest General Plan approved by the City.

4.02 Planned Unit Development. (a) Developer agrees that development of the Property shall be in accordance with the Zoning Code and the General Plan, as the General Plan may be amended in accordance with the provisions of the Zoning Code and the terms of the PUD.

(b) The Developer and City recognize that it is in the interest of the Developer and the City that part of the Property be used to further the economic development interests of both the Developer and the citizens of the City, including attracting desirable businesses and industry to provide highly skilled jobs and to maintain an appropriate balance between the City's residential and non-residential tax base. Therefore, the Project shall be developed as a PUD in accordance with the Zoning Code. The Developer agrees to comply with all of the procedures provided for a PUD in the Zoning Code. The PUD shall include but not be limited to: (1) proposed land uses; (2) maximum number of housing units; (3) number of lots; (4) sizes of the lots; (5) housing types; (6) prospective commercial uses; (7) street and circulation system/arterial plan; (8) development schedule; (9) request for variance to the development code; (10) typical street cross section with proposed landscape standards; (11) bulk head material; (12) estimated construction value of housing by lot size; (13) proposed amenities plan; (14) utility (water and sewer) plant and sites and trunk line locations; (15) storm water plan; (16) Municipal Utility District boundaries; (17) any likely alternative development scenario; and (18) if a municipal services site is dedicated, it must be shown in the PUD Conceptual Plan.

4.03 Development Covenants. The Developer agrees to adopt deed restrictions and other restrictive covenants, and promulgate the Developer's guidelines regarding development standards, consistent with the PUD, the Zoning Code and any relevant City ordinances and regulations. The Developer will provide copies of its residential deed restrictions and residential development covenants to the City for review and comment by the Mayor or his designee no later than prior to the approval of the first residential development covenants for review and comment no later than prior to the approval of the PUD. The Developer agrees to require Sub-developers to abide by the Developer's development standards and provide for enforcement mechanisms for restrictive covenants.

4.04. Marketing Cooperation. The Developer will share non-confidential marketing information with the City relating to the marketing of the Project, and will solicit recommendations to assist the marketing of the Project from the City. The City will designate a contact person for this purpose.

4.05 Notice. Developer agrees to provide notice to the Mayor or his designee of any material proposed changes, amendments or revisions to the PUD, the Property, or the Project prior to taking any action on such change.

ARTICLE 5 TERM AND DEFAULT

5.01. Term. This Agreement shall be in effect as of the date set forth on the first page hereof, and shall terminate 50 years thereafter, unless terminated earlier as specifically provided herein.

5.02. Default.

a. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

b. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of the receipt of such notice. Upon a breach of this Agreement, the non-defaulting Party shall be entitled to specific performance. Regardless of any other provision, neither Party shall be entitled to recover money damages for breach of this Agreement or a tort related to this Agreement. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.01. Approvals and consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

6.02. Address and notice. Any notice to be given under this Agreement shall be given in writing, addressed to the party to be notified as set forth below, and may be

given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested; by messenger delivery; or by telecopy. Notice deposited by mail shall be effective three days after posting. Notice given in any other manner shall be effective upon receipt by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:
Mayor
City of Texas City, Texas
P.O. Box 2608
Texas City, Texas 77592

If to Developer, to:
Hwy 66 Partners, Ltd.
Attn: Phil Newton
1514 3rd Street
Seabrook, Texas, 77586

cc to the District to:
Galveston County Municipal Utility
District No. 66
c/o: McDonald & Sechrist LLP
770 South Post Oak Lane, Suite 410
Houston, Texas 77056
Attn: Terrie L. Sechrist

The parties shall have the right from time to time to change their respective addressees by giving written notice of such change to the other party at least 15 days prior to the effective date of the change.

6.03. Assignability; successors and assigns. All covenants and agreements contained by or on behalf of a party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other parties, their successors and assigns. The parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other party, which consent shall not be unreasonably withheld, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect; provided that, the Developer may make a collateral assignment in favor of a lender without consent. This Section shall not be construed to prevent the Developer from selling lots, parcels or other portions of the Land in the normal course of business. If such assignment of the obligations by the Developer hereunder is effective, the Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder.

6.04. No additional waiver implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

6.05. Reservation of rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

6.06. Parties in interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

6.07. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

6.08. Modification; Exhibits. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The exhibits attached to this Agreement are incorporated by this reference for all purposes.

6.09. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

6.10. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement. This agreement, although drafted by the City, shall be construed fairly and reasonably and not more strictly against the City than the Developer because both parties were represented by legal counsel in the negotiation and review of this Agreement.

6.11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

6.12. Authority within City limits. Regardless of any other provision, nothing herein shall impair or restrict any authority, powers or rights of the City within the incorporated limits of the City.

[EXECUTION PAGES FOLLOW]

AGREED AND ACCEPTED as of the date first above written.

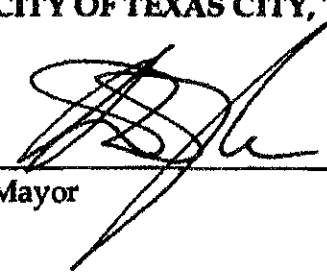
HWY 66 PARTNERS, LTD.,
a Texas limited partnership

By: Jabaz Development Co., Inc.,
a Texas corporation,
its general partner

By: _____
Phil Newton, President

AGREED AND ACCEPTED as of the date first above written.

CITY OF TEXAS CITY, TEXAS



Mayor

ATTEST:

City Secretary

(SEAL)

APPROVED AS TO FORM:

City Attorney

City of Texas City
Highway 66 Partners
Payment in Lieu of Taxes Calculation

I. Estimated Annual AV Value Loss Calculation

A.	\$	160,000	Target Value per Dwelling Unit
B.			(-) Average value per dwelling unit (calculated as the total number of A1 properties at the time of the bond sale / total value of all A1 properties as of the time of the bond sale, to be provided by MUD TAC per GCAD records)
C.	\$	160,000	(=) Variance between target value per dwelling unit and average value per dwelling unit
D.	\$	160,000	Variance between target value per dwelling unit and average value per dwelling unit
E.			(*) Total A1 properties at the time of the bond sale to be provided by MUD TAC per GCAD records
F.	\$	-	(=) Estimated AV Loss

II. Estimated Annual Revenue Loss Calculation

G.	\$	-	Estimated AV Loss
H.	\$	-	(/) 100
I.	\$	0.45824	(*) Texas City Tax Rate (at time of bond sale)
J.	\$	-	(=) Estimated Annual Taxes Lost

III. Payment in Lieu of Taxes Calculation

K.	\$	-	Estimated Annual Taxes Lost
L.			(*) Timing factor (20, or the term of the bonds, whichever is greater)
M.	\$	-	(=) Total Payment at time of sale

CITY OF TEXAS CITY, TEXAS


ENGINEERING & PLANNING • OFFICE (409) 643-5936



Mayor:
Dedrick Johnson, Sr

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

TO: Planning Board – regular meeting on March 18, 2024

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

CC: Doug Kneupper, P.E., Consultant

DATE: March 15, 2024

RE: Vida Costera – Affirmation of PUD and re-zoning to District I – Planned Unit Development.

Background: The City Commission approved the annexation of 248 acres into Galveston County Mud 66 by metes and bounds legal description attached thereto by Resolution 05-130 adopted on 11/2/2005. AT that same meeting the City Commission also approved by Resolution 05-131 a Memorandum of Understanding for the development of the 248 acres which included among other conditions the creation of a Planned Unit Development ("PUD") governing the development of the Property.

Approximately two year later, on 8/15/2007 by Resolution 2007-101 The City Commission approved the execution of a Development Agreement with Highway 66 Partners in connection with the development of the 248 acres annexed into MUD 66 plus additional properties added subsequent thereto which made the total 310 acres. Article 3.01 of the Development Agreement required the Developer to pay a Municipal Facilities fee of \$500 per lot to the City on or before the recordation of the final plat of such lots for the construction of the municipal use facilities to be constructed to serve the area of the City in which the Property is located. Article 4.01 required the Developer to develop or cause any undeveloped Property to be developed in accordance with the latest General Plan approved by the City; and, Article 4.02 required the Project to be developed as a Planned Unit Development (PUD) in accordance with the Zoning Code, and that such PUD should include but not be limited to (1) proposed land uses; (2) maximum number of housing units; (3) number of lots; (4) sizes of the lots; (5) housing types; (6) prospective commercial uses; (7) street and circulation system/arterial plan; (8) development schedule; (9) request for variance to the development code; (10) typical street cross section with proposed landscaping standards; (11) bulk head material; (12) estimated construction value of housing by lot size; (13) proposed amenities plan; (14) utility (water and sewer) plant and sites and truck lane locations; (15) storm water plan; (16) Municipal Utility District boundaries; (17) any likely alternative development scenario; (18) if a municipal services site is dedicated, it must be shown in the PUD Conceptual Plan. Article 6.03 made the agreement binding as to successors and assigns of the Developer.

"QPS – Quality Public Service"

Through the approved MOU and Development Agreement, the entire PUD/Special District (MUD 66) project which includes the area which has been developed as the Vida Costera Subdivision is required to have the amenities, sidewalks, connectivity package per **Exhibit A** attached hereto as presented and represented to the City for the approval that was granted and allowed the project to move forward. The Master Plan presented by Hwy 66 Partners and believed to have been approved by the City as its General Plan is attached as **Exhibit B. The Pearlbrook Subdivision was developed in accordance with this approved General Plan.** The Hwy 66 Partners general plan as presented to the City Commission also showed the development of 225 lots, typical 60ft by 115ft in the area which has been developed as the Vida Costera Subdivision.

Applicant, KBHomes, is a successor to Developer Hwy 66 Partners and therefore bound by the Development Agreement. KB Homes is the developer of Vida Costera Subdivision, a subdivision 49.89 acres out of the S.A. & M.G.R.R. Survey, A-189 and John Sellers Survey, A-180, Texas City, Galveston County, TX), being 204 lots of typical width 50ft, in five blocks with 13 reserves totaling 9.7 acres, all of which is situated wholly within the 248 acres annexed into MUD 66 and subject to the conditions of the MOU and Development Agreement which required the development of the property as a PUD.

Although Ordinance No. 09-27 permanently rezoned a portion of the acreage annexed into MUD 66 from District A Single Family Residential to District I – Planned Unit Development, the legal description attached to the ordinance DID NOT include the area which has been developed as the Vida Costera Subdivision.

In October 2020, Developer KBHomes presented a revised Master Plan, **Exhibit C**, and Open Space Plan, **Exhibit D**, which was approved by the Planning Board on November 2, 2020. The 53.1544-acre Master Plan included a 3-acre future commercial tract at the northeast corner, which is not owned or controlled by Developer, KBHomes. Developer proceeded with preliminary and final platting in accordance with said approved Master Plan and Open Space and Amenities Plan. However, no record has been found that the area was ever rezoned from District A Single Family Residential to District I – Planned Unit Development.

Developer KBHomes is nearing completion of construction of the infrastructure for Section 1 in accordance with approved plans and specifications and desires to finalize the formation and permanent rezoning from District A Single Family Residential to District I – Planned Unit Development as required by the Development Agreement.

Requested Action: Developer KBHomes seeks to satisfy the requirements of the Development Agreement to establish a Planned Unit Development (PUD) in accordance with the General Plan approved by the City Commission and to complete the process of rezoning the Vida Costera Subdivision to District I – Planning Unit Development. Developer's request is limited to the 49.89 acres it controls and does not include the 3-acre future commercial tract at the northeast corner shown in the Master Plan approved by the Planning Board in October 2020.

Staff Review and Analysis: The February 20, 2024, PUD Application (2024 Plan) varies from the General Plan approved by the Planning Board in October 2020 because it proposes to develop only 50x120ft lots instead of 60x115ft, but otherwise complies with approved General Plan regarding amenities, sidewalks, and connectivity package. The 2024 Plan is consistent with the preliminary plats previously approved for Sections 1 and 2, and the final plat approved for Section 1.

The Planning Board receives this PUD Application in an unusual posture because the subdivision is already well into development. The PUD Application and attendant re-zoning are intended to complete the processes established by Texas City Ordinances and fulfill the requirements of the MOU and Development Agreement which are attached to the property being developed.

The PUD Application includes an updated Development Schedule, District E which reconciles previous approvals and the Developer's most current intentions regarding development and buildout of the subdivision.

Developer has responded to all comments and Staff offer no object to approval of the PUD Application and recommendation for re-zoning of the subject property from District A – Single Family Residential to District I – Planned Unit Development.

CITY COMMISSION REGULAR MTG**(8) (d)****Meeting Date:** 06/05/2024

Amend the fiscal year 2023/2024

Submitted For: Ryan McClellen, Finance**Submitted By:** Ryan McClellen, Finance**Department:** Finance

Information**ACTION REQUEST**

Consider approval of a request to amend the fiscal year 2023-2024 budget for new HVAC units at the Sanders Center and Carver Center. Funds in the amount of \$150,000 will be moved from the General Fund 101-000-39000 to GF R & T Maintenance - Building 101-401-53540.

BACKGROUND (Brief Summary)

Resolution No. 2024-068 approved the replacement of the HVAC units at the Sanders and Carver Centers. This budget amendment is to appropriate funds for the needed replacements. Each unit will be \$75,000 each for a total of \$150,000.

RECOMMENDATION

The Finance Department recommends the following Budget Amendment:

101-000-39000 Gen Fund Undesignated Fund Balance	(\$150,000)
101-401-53540 Gen Fund Rec & Tourism Maintenance - Building	\$150,000

Fiscal Impact**Attachments**Ordinance

ORDINANCE NO. 2024-16

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET TO ACCOUNT BUDGET FOR NEW HVAC UNITS AT THE SANDERS CENTER AND CARVER CENTER; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

WHEREAS, a budget amendment is needed for new HVAC units at the Sanders Center and Carver Center. Funds in the amount of \$150,000.00.

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

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

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

General Fund Undesignated Fund Balance	101-000-39000	\$155,000.00
GF R & T Maintenance – Building	101-206-54150	\$155,000.00

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

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

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

PASSED AND ADOPTED this 5th day of June 2024.

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

ATTEST:

Rhomari D. Leigh
City Secretary

APPROVED AS TO FORM:

Kyle L. Dickson
City Attorney