

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, FEBRUARY 5, 2025- 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

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

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) PROCLAMATIONS AND PRESENTATIONS
 - (a) EMS Excellence Award for Outstanding Service 2024
- (5) REPORTS
 - (a) Racial Profiling Report for Calendar year 2024 (Police)
 - (b) Crime Statistics for Calendar year 2024 (Police)
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA
 - (a)
 - (b) Consider and take action on Resolution No. 2025-012, authorizing a contract with ARKK Engineers for design services for improvements at Sanitary Lift Station(s) 10 and 30. (Public Works)

- (c) Consider and take action on Resolution No. 2025-013, authorizing to procure renovation and repair services for three (3) splash pads from BJ's Park & Recreation Products. (Rec & Tour)
- (d) Consider and take action on Resolution No. 2025-014, authorizing the City of Texas City to pursue a multi-year agreement with the Texas Department of Transportation "TxDOT" for temporary closures of state right-of-way roads for our annual parades. (Rec & Tour)

(8) REGULAR ITEMS

- (a) Consider and take action on Resolution No. 2025-015, authorizing a contract with Brazos Urethane for the Showboat Pavilion roof replacement and exterior repairs. (Public Works)
- (b) Consider and take action on Ordinance No. 2025-03, permanently rezone 0.5691 acres located at the property at 2107 24th Street North from District "A" (Single Family Residential) to District "B" (Single Family Attached, Duplex Residential). (City Engineer)
- (c) Consider and take action on the first reading of Ordinance No. 2025-04, amending Texas City Code of Ordinances Section 155 to add Kiosk Signs as an Allowable Sign. (City Engineer)
- (d) Consider and take action on Ordinance No. 2025-05, approving a budget amendment and authorizing the payment to Galveston County Appraisal District (GCAD) for the annual property appraisal for the City of Texas City. (Finance)
- (e) Consider and take action on Resolution No. 2025-016, review and approval of the submission of the grant application for the FY 2025 State Homeland Security Program. (Community Development- Grants Administration)

(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 JANUARY 31, 2025, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 02/05/2025

EMS Excellence Award for Outstanding Service 2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

The Fire Department would like to present the EMS Excellence Award for Outstanding Service 2024 to the Medic with the most EMS calls for 2024.

BACKGROUND (Brief Summary)

Sean Harper of the Texas City Fire Department ran a total of 611 EMS calls for the TCFD in 2024, with a total of 420 transports.

RECOMMENDATION

We recommend being allowed to present this award at the meeting.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: 0

Source of Funds: N/A

Account #: N/A

Fiscal Impact:

This agenda item will not have any financial impact.

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 02/05/2025

Submitted By: Renee Edgar, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for the January 22, 2025 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

1/22/2025 Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, JANUARY 22, 2025 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, JANUARY 22, 2025, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

Present: Dedrick D. Johnson, Mayor
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem
Abel Garza, Jr. , Commissioner At-Large
DeAndre' Knoxson, Commissioner District 1
Chris Sharp, Commissioner District 3

Absent: Keith Love, Commissioner District 2
Jami Clark, Commissioner District 4

2. INVOCATION

Led by Jon Branson, Executive Director of Management Service.

3. PLEDGE OF ALLEGIANCE

Led by Thelma Bowie, Commissioner At-Large, Mayor Pro Tem.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

| | | | |
|----------------|--------------------|------------|----------|
| Aubrey Wilson | Library | 01/20/2015 | 10 years |
| Andra Crussell | Public Works | 01/20/2015 | 10 years |
| Louis Sendejas | Water Distribution | 01/06/2015 | 10 years |
| Robert Hext | Sanitation | 01/27/2010 | 15 years |
| George Fuller | Administration | 01/08/1990 | 35 years |

b. EMS Excellence Award for Outstanding Service 2024

5. REPORTS

a. Parks Division (Recreation and Tourism)

Charles Thompson, Assistant Superintendent, gave a PowerPoint presentation.

6. PUBLIC COMMENTS

The following members of the public requested to address the City Commission: Brian Goetschius.

7. PUBLIC HEARING

- a. Public Hearing to receive comments regarding the zoning change request from CastleRock Communities

Kim Golden, City Engineer, states that staff recommends approval of the subdivision master plan and the requested zoning change from District A—Single Family Residential to District I—Planned Unit Development.

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

Vote: 5 - 0 CARRIED

8. PRELIMINARY ZONING APPROVAL

- a. Consider and take action on the preliminary zoning approval of the request from CastleRock Communities to rezone from District A Single Family Residential to District I – Planned Unit Development. (City Engineer)

Kim Golden, City Engineer, and Bryon Smith of CastleRock Communities discussed the proposal to develop an 80-acre tract of land, comprising nine individual parcels, located southeast of State Highway 3 and south of FM 1764 as a single-family residential community, complete with stormwater detention facilities, parks, and open space.

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 1 DeAndre' Knoxson

Vote: 5 - 0 CARRIED

9. CONSENT AGENDA

Commissioner 1, DeAndre' Knoxson, made a motion to approve Consent Agenda items 9a, b, c, d, and e. The motion was seconded by Commission 3, Chris Sharp.

- a. Approve City Commission Minutes for January 6, 2025 meeting. (City Secretary)

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner District 3 Chris Sharp

Vote: 5 - 0 CARRIED

- b. Consider and take action on Resolution No. 2025-005, authorizing the City of Texas City to enter into an agreement with Stripe Lines LLC to re-strip the streets and roads in the Lago Mar Subdivision. (Public Works)

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner District 3 Chris Sharp

Vote: 5 - 0 CARRIED

- c. Consider and take action on Resolution No. 2025-006, approval of the subdivision Master Plan and requested zoning change from District A - Single Family Residential to District I- Planned Unit Development for Willow Wood Subdivision. (City Engineer)

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner District 3 Chris Sharp

Vote: 5 - 0 CARRIED

- d. Consider and take action on Resolution No. 2025-007, authorizing the Director of Library Services to remove delinquent fees and fines that are attached to library patron accounts that expired prior to January 1, 2018. (Library)

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner District 3 Chris Sharp

Vote: 5 - 0 CARRIED

- e. Consider and take action on Resolution No. 2025-008, authorizing the execution of an Engineering Agreement with ARKK Engineers, LLC., from Houston, Texas, for the Water Transmission Main Replacement at 14th Street Water Plant and Installation of Water Well Discharge Piping at Orchid Water Plant Project. (Public Works)

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner District 3 Chris Sharp

Vote: 5 - 0 CARRIED

10. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 2025-01, authorizing a budget amendment to accept and appropriate funds from College of the Mainland (COM) as part of the Public Private Partnership MOU agreement. (Fire)

Dennis Harris, Fire Chief, stated that the College of the Mainland is currently undergoing multiple large-scale construction and renovation projects under the voter-approved 2023 Bond program. This Agreement will be for a minimum period of two (2) years, commencing on January 23rd, 2025.

DeAndre' Knoxson, Commissioner District 1 asked a question.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 3 Chris Sharp

Vote: 5 - 0 CARRIED

- b. Consider and take action on Ordinance No. 2025-02, amending the Code of Ordinances, City of Texas City, Texas, Title III "Administration", Chapter 32 "Law Enforcement and Fire Department", Section 32.009 "Fire Department; Classes of Positions", by increasing the number of positions allocated to the classification of Firefighter from 49 to 50 and increasing the total number of authorized "Classified Service" positions by (1) one, from 93 total positions to 94 total positions, In order to facilitate the College of the Mainland Public Private Partnership MOU agreement between the City of Texas City and COM, the number of firefighter positions must increase by one. (Fire)

Dennis Harris, Fire Chief, recommends the City Commission approve an ordinance adopting a resolution to increase the Fire Department "Classified Positions" by one (1) in order to facilitate the Public Private Partnership MOU agreement between the City of Texas City and College of the Mainland.

Motion by Commissioner District 3 Chris Sharp, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

Vote: 5 - 0 CARRIED

- c. Consider and take action on Resolution No. 2025-009: authorizing the purchase of a 5-year annual subscription and implementation for a Financial Disclosure Management and Budgeting & Planning software system provided by Gravity Technology Corp. (Finance)

Cynthia Rushing, Chief Financial Officer, gave a PowerPoint presentation. The department's recommendation is to adopt the only software catered to government finance that provides a seamless end-to-end solution for the budget development process and financial disclosure reports integrated to the ERP system and other sources of financial data that may live in disparate systems or spreadsheet databases, the City will see significant immediate and long-term reductions in cost, increased efficiencies in daily work processes, and increased citizen engagement by way of more digestible financial transparency that tells a compelling story of who we are, what we stand for, and why the City of Texas City is the ideal to live, work, and play.

DeAndre' Knoxson, Commissioner District 1, asked if this would be a backup software or if it would be a solo system. Cynthia Rushing answered that this new software would work with the current system and be a stop-gap solution.

Chris Sharp, Commissioner of District 3, asked, "Why was this not a Budget Amendment? " Cynthia Rushing, Chief Financial Officer, answered no. This was not in the budget because it is grant-financed, and the City is not facing any financial cost of this software. Chris Sharp asked, "If this item is not approved, could you (Cynthia Rushing) still do your job? " Cynthia Rushing answered yes, but there would be delays and less functionality. Chris Sharp asked, "How many new positions did the Finance Department receive for the fiscal year?" Cynthia Rushing answered two (2). There has been inter personally changes and job titles have shifted as well.

Abel Garza, Jr., Commissioner At-Large asked if Cynthia Rushing has talked to other entities about the pros and cons of the software. Cynthia Rushing answered yes.

DeAndre' Knoxson, Commissioner District 1, asked are these funds use it or lose it? Cynthia Rushing answered yes.

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

Vote: 4 - 1 CARRIED

- d. Consider and take action on Resolution No. 2025-010, ratifying approval of the City of Texas City's payment to the Texas Municipal League (TML) Intergovernmental Risk Pool. (Finance)

Cynthia Rushing, Chief Financial Officer, recommends approving the ratification of the payment.

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

Vote: 5 - 0 CARRIED

- e. Consider and take action on Resolution No. 2025-011, authorizing the payment of water purchases and Operation and Maintenance (O&M) commitments to the Gulf Coast Water Authority for Budget Year 2024-2025. (Public Works)

Corbin Ballast, Utilities Director, recommends approving this funding required for payment of water purchases and Operation and Maintenance (O&M) commitments to the Gulf Coast Water Authority in the amount of \$5,188,200.00 for Budget Year 2024-2025.

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

Vote: 5 - 0 CARRIED

11. COMMISSIONERS' COMMENTS

12. MAYOR'S COMMENTS

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

13. ADJOURNMENT

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

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 02/05/2025

ARKK Engineering Design Proposal Approval for Improvements at Sanitary Lift Station(s) 10 and 30

Submitted For: Dj Hutchinson, Public Works

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

Commission approval to enter into contract with ARKK Engineers for the design services for the Improvements at Sanitary Lift Station(s) 10 and 30 in the amount of \$99,500.00. For more information (See Exhibit A)

BACKGROUND (Brief Summary)

As part of the City's lift station improvement program, the Utilities Department has identified a need to upgrade discharge piping at the **two major lift stations** that, combined, deliver 100% of the sanitary waste water pumped by **all** other sanitary lift stations city-wide to the wastewater treatment plant. The existing internal discharge steel piping to the wet well basins of Lift Station 10 and Lift Station 30 are deteriorating with evidence of heavy corrosion due to the corrosive nature of sanitary waste and are in need of replacement. The new discharge piping to be installed will be 304 Stainless Steel. The added benefit of this type of piping is its superior resistance to corrosion and greater longevity.

The account to be utilized for this expenditure is 501706-55685.

RECOMMENDATION

It is the recommendation of the Utilities Department and Public Works Department that the Mayor and City Commission approve this contract with ARKK Engineering.

Fiscal Impact

Attachments

Exhibit A
Resolution

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 2025, by and between ARKK Engineers, LLC ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "**Lift Station No. 10 and Lift Station No. 30 Discharge Piping Replacement Project**" ("Project").

NOW, THEREFORE, *Client* and *Consultant* hereby agree as follows:

1. Engagement of Consultant - *Consultant* hereby agrees to perform the services required under the scope of work related to the *Project*, and to provide *Client* with copies of the information, opinions, and other such documents made the basis of the scope of services, which is set out in Attachment "A" and made a part of this contract. *Consultant* agrees to initiate the following services that are set out in Attachment "A" upon receipt of an executed copy of this Agreement.
2. Availability of Information - *Client* agrees to provide *Consultant* with all available information pertinent to the *Project*. *Client* will also provide copies of reports, drawings, and other data, and will, at *Consultant's* request, provide written authorization to review *Client's* files relative to the *Project* which may be in possession of third parties. *Consultant* agrees to return all original documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.
3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.

4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproduces of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: **\$99,500** for Design Services and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or

property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

ARKK ENGINEERS, LLC
Consultant

BY: Madhu Kilambi

MADHU KILAMBI, P.E.
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____

Director of Finance



ATTACHMENT "A"

January 18, 2025

Mr. Corbin Ballast
Director of Utilities
City of Texas City
911 Highway 146 North
Texas City, Texas 77590

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's "**Lift Station No. 10 and Lift Station No. 30 Discharge Piping Replacement Project**"

Dear Mr. Ballast:

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for engineering services associated with the referenced project. This proposal is based on our meetings and conversations and information provided by the City. A brief overview of the project and scope of services are provided below:

GENERAL OVERVIEW

This project involves improvements to two lift stations (Lift Station #10 and Lift Station #30) located in the City of Texas City. As part of City's lift station improvement program, the City has identified a need to upgrade the discharge piping at two major lift stations that receive significant wastewater flows and eventually discharge to the wastewater treatment plant. The existing pump discharge piping internal to the wet well basins of Lift Station 10 and Lift Station 30 are deteriorating with evidence of heavy corrosion and in need of replacement. The proposed improvements include replacing the discharge piping at each lift station from the pipe spans between the pump base elbow and the first above-ground flanged fitting. The new discharge pipes will be 304 Stainless Steel.

The project budget allocated for improvements to lift station #10 and lift station #30 is **\$850,000** which includes construction costs, engineering, construction phase services, and other costs.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as associated Surveying, and other services necessary to support the project. The two lift stations will be bid as one construction package. The proposal is separated into Basic Services (expected normal engineering services) and Special Services.

During construction of the project, the City of Texas City will provide a project representative to observe the progress of construction. Therefore, construction inspection services by ARKK

Engineers personnel are not part of the scope of this project. A budget for increased support to City staff is included in this proposal.

The following section details the scope of engineering services proposed for this Project.

SCOPE OF WORK

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Perform field reconnaissance and measurements of both lift station sites' geometry to verify the wet well dimensions and other information that would impact design and construction.
- Prepare project specifications, civil drawings, electrical drawings, and structural drawings, and bid documents based on the anticipated improvements.
- Coordinate with lift station contractors for constructability review and comments.
- Provide draft sets of 60% plan drawings to the City for review and comments.
- Incorporate comments into the bid documents.
- Provide draft sets of 90% plan drawings and specifications to the City for review and comments.
- Incorporate comments from the City into the final bid documents.
- Prepare a final cost estimate for the project.
- Furnish two (2) sets of construction documents to the City.
- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

B. Special Services - Design Phase

1. Topographic Surveying Services

- ARKK Engineers will utilize existing record drawings for the two lift stations. A budget for conducting topographic survey to obtain additional information is included.
- Utilize a survey sub-consultant mutually agreeable to the City and ARKK.

2. Geotechnical Services

- Geotechnical services are not proposed for this project, as they are not anticipated to be needed.

3. Reproduction

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports beyond the two (2) sets of construction documents provided (as listed in the design services) to the City.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

4. Miscellaneous Services

- Due to the nature of work, it is recommended that a budget for miscellaneous services be allocated. This item will not be utilized unless approved by the City of Texas City.

II. BID PHASE SERVICES

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisement.
- Dispense construction documents via the Civcast online plan room (by Amtek USA) to prospective bidders.
- During the bidding phase, provide information to and answer questions from prospective bidders regarding the Project's construction documents.
- Prepare project addendums as necessary.
- Conduct a pre-bid conference for prospective bidders.

- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Administration

- Prepare four sets of contracts for execution by the successful bidder.
- Review and submit the contract documents to City for execution.
- Prepare an agenda for the pre-construction conference.
- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, coordinate the completed work with City representative, and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.

- Prepare a set of reproducible record plans based on the Contractor's red line marked up as-built drawings.

B. Special Services – Construction Support Services

- It is anticipated that City staff will be observing the progress of work. A budget for increased support to City staff is included.
- This support will be provided to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

FEE

| | |
|------------------------------------------------------------|--------------------|
| Design Services - Lump Sum Amount of: | \$56,400.00 |
| Topographic Surveying - Subcontractor's Cost plus 10%: | \$5,000.00 |
| Reproduction Budget – Lump Sum Amount of: | \$1,000.00 |
| Miscellaneous Services: Hourly and cost plus 10%: | \$2,500.00 |
| Bid Phase Services - Lump Sum Amount of: | \$3,250.00 |
| Construction Administration Services - Lump Sum Amount of: | \$17,600.00 |
| Construction Support Services: (Hourly & cost plus 10%) | \$ 13,750.00 |
| <hr/> | |
| Total Fee | \$99,500.00 |

Additional services beyond those described in the Scope of Services will be invoiced based on direct labor cost times a factor of 2.99 and direct cost plus 10%.

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

Sincerely,
ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.
Senior Project Manager / Principal

cc: Mr. Jack Haralson – City of Texas City

ATTACHMENT "B"

INSURANCE LIMITS

| | | | |
|----|--------------------------------------------------|-----------------------------------|-------------|
| 1. | General Liability | Each Occurrence: | \$1,000,000 |
| | | Damage to Rented Premises | \$1,000,000 |
| | | Medical Expenses (any one person) | \$10,000 |
| | | Personal and Adv. Injury | \$1,000,000 |
| | | General Aggregate: | \$2,000,000 |
| | | Products - Comp/Op Agg: | \$2,000,000 |
| 2. | Automobile Liability | Combined Single Limit: | \$1,000,000 |
| 3. | Excess Liability Umbrella Form | Each Occurrence: | \$1,000,000 |
| | | Aggregate: | \$1,000,000 |
| 4. | Worker's Compensation and Employers Liability | Each Accident: | \$500,000 |
| | | Disease - Each Employee: | \$500,000 |
| | | Disease - Policy Limit: | \$500,000 |
| 5. | Professional Liability | Each Claim | \$1,000,000 |
| | | Policy Year Aggregate | \$1,000,000 |

RESOLUTION NO. 2025-012

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGINEERING AGREEMENT WITH ARKK ENGINEERS, LLC., FROM HOUSTON, TEXAS, FOR DESIGN SERVICES IMPROVEMENTS AT SANITARY LIFT STATION(S) 10 AND 30; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, as part of City's lift station improvement program, the Utilities Department has identified a need to upgrade discharge piping at the two major lift stations that, combined, deliver 100% of the sanitary wastewater pumped by all other sanitary lift stations city-wide to the wastewater treatment plant; and

WHEREAS, the existing internal discharge steel piping to the wet well basins of Lift Station 10 and Lift Station 30 are deteriorating with evidence of heavy corrosion due to the corrosive nature of sanitary waste and are in need of replacement. The new discharge piping to be installed will be 304 Stainless Steel. The added benefit of this type of piping is its superior resistance to corrosion and greater longevity.

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

SECTION 1: That the City Commission hereby approves the contract with ARKK Engineers for the design services for the improvements at Sanitary Lift Station(s) 10 and 30 in the amount not to exceed \$99,500.00.

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 February 2025.

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

(7) (c)

Meeting Date: 02/05/2025

Splash Pad Renovation Project

Submitted For: Nicole Best, Recreation and Tourism

Submitted By: Nancy Heredia, Recreation and Tourism

Department: Recreation and Tourism

Information

ACTION REQUEST

Approval is requested to procure renovation and repair services for three (3) splash pads from BJ's Park & Recreation Products. The splash pads include the Godard Park Splash Pad (built in 2017), the Sanders/Vincent Splash Pad (built in 2011), and the Carver Park Splash Pad (built in 2009).

BACKGROUND (Brief Summary)

The Parks, Recreation & Tourism Department seeks approval to procure repair services for the renovation and repair of the following locations:

- **Godard Park Splash Pad:** Renovation costs totaling \$24,360.00, including a new deck finish and foot activator.
- **Sanders/Vincent Splash Pad:** Renovation costs totaling \$76,270.00, including a new deck finish and replacement of water features, valves, and the controller.
- **Carver Park Splash Pad:** Renovation costs totaling \$70,640.00, including a new deck finish, replacement of worn water features, and a foot activator.

The total cost for these renovations is \$171,270.00. Funds are available in the FY 2024-2025 Capital Projects Fund - Recreation & Tourism.

RECOMMENDATION

The Parks, Recreation & Tourism Department recommends approval to procure renovation and repair services from BJ's Park & Recreation Products, a BuyBoard member under Contract #679-22, for a total amount of \$171,270.00. Funding for this project is allocated in the FY 2024-2025 budget.

Fiscal Impact

Attachments

Splash Pad Renovation Project 2025
Resolution

**BJ's Park & Recreation Products**

4003 Briar Lane
Magnolia, TX 77354

Phone: 800-392-6258
Fax: 281-356-1802

QUOTE

| | |
|----------|--------------|
| QUOTE #: | KRMNQ1604 |
| DATE: | Jan 13, 2025 |

Sold To:

City of Texas City Parks
Charles Thompson
2010 5th Avenue North
Texas City, TX 77590
cthompson@texascitytx.gov
Phone: 409-682-6940

Ship To:

Goddard Park
Premier Outdoor Installations
2630 Cemetery Road
Santa Fe, TX 77517

Phone:

| P.O. Number | Payment Terms | Valid Through |
|-------------|--------------------------|---------------|
| | Net 30 W/Approved Credit | Feb 12, 2025 |

| Qty | Part Number | Mfg | Description | Unit Price | Ext. Price |
|-----|-------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1 | Renovation | POI | Demo existing splash pad finish, prep and install base coat and spray (2) color deck spray (green & red), saw cut and set new footer for activator, pull new wires for activator (assumes existing conduit is connected and in good order with no interruptions, does not include replacement of the existing conduit. | \$24,360.00 | \$24,360.00 |
| 1 | 679-22 | BuyBoard | BuyBoard Discount Included | \$0.00 | \$0.00 |

| Qty | Part Number | Mfg | Description | Unit Price | Ext. Price |
|------------------------------------------------------|-------------|-----|-------------|--------------|--------------------|
| Please contact me if I can be of further assistance. | | | | SubTotal | \$24,360.00 |
| | | | | Tax | \$0.00 |
| | | | | Shipping | \$0.00 |
| | | | | TOTAL | \$24,360.00 |

NOTE: Quote does not include assembly, installation, or inside delivery unless so noted. Equipment is shipped via common carrier or UPS, customer assumes responsibility for unloading and storage of equipment (help may be needed). Should lift gate services or inside delivery be required, there are charges for these services from the common carrier. These services must be requested at the time of quote. Upon delivery any damaged or missing freight must be noted on the bill of landing at the time of delivery in order to file a freight claim. Call BJ's immediately with a list of items needed for replacement. If installation service is being provided by BJ's, the installer will take delivery of the product and be responsible for the inspection of the product. Terms are: government agencies, net 30 days, all others 25% deposit, balance net 30 days with approved credit (contractors must supply bond information). Accounts over 30 days are subject to 1-1/2% service charge per month or the maximum rate allowed by law, whichever is greater. BJ's Park & recreation Products will be entitled to recover attorney fees in the event it files suit to enforce any terms herein or to collect any sum herein. We also accept credit cards, however a merchant fee is applicable and will be added to the quote. Prices quoted do not include permits or bonding unless so noted on this proposal. BJ's Park & Recreation Products standard insurance coverage shall apply. Should additional coverage be required, the excess cost will be passed onto the customer. If installation is included, installation price is for normal soil conditions with no obstructions, including utilities. Should obstructions, rocks, excessive hard soils, water, or utilities be encountered, work will be stopped until an agreeable solution is formalized. A trip charge will be charged to the customer if work is stopped and not resumed the same day. This proposal is valid for 30 days. Venue for any disputes arising from this quote, order, or the payment of any sum indicated herein shall be Montgomery County, Texas, and buyer submits to the jurisdiction to the courts of Montgomery County, Texas, for any disputes arising from these terms. By signing this agreement, customer agrees to the terms and conditions within.

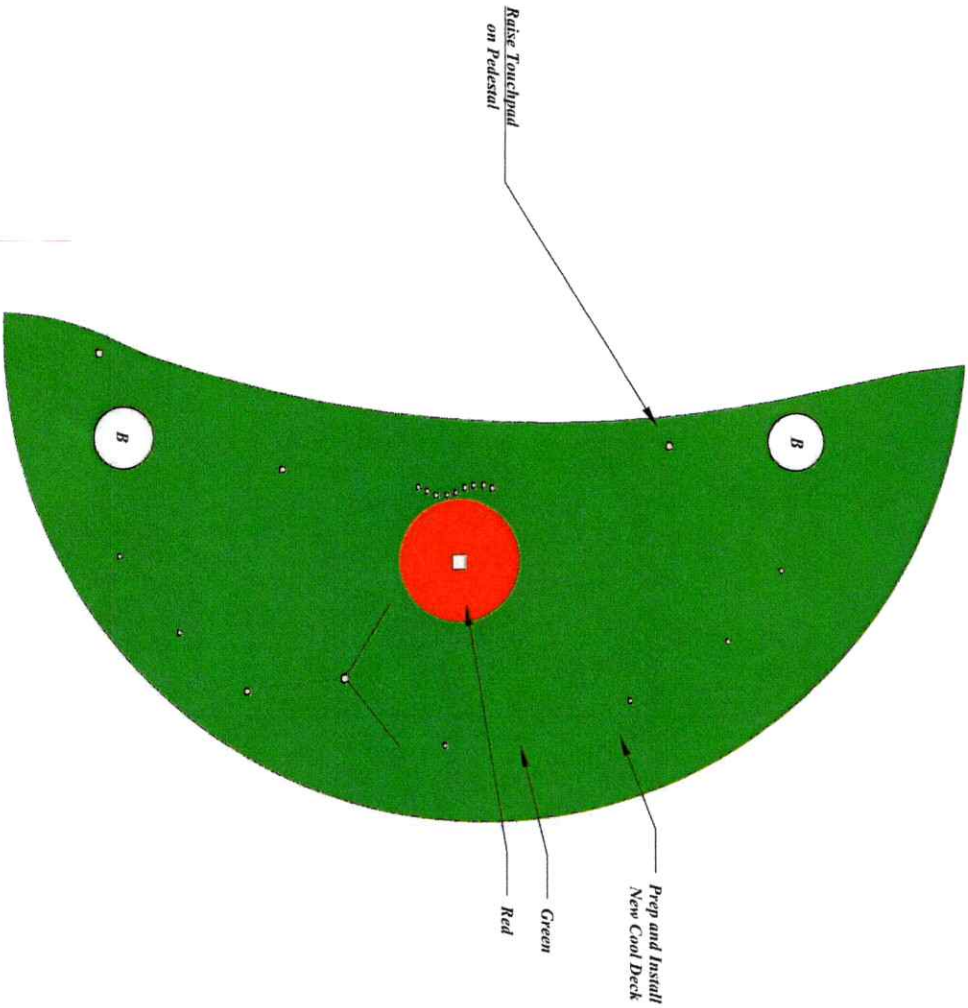
NO RETAINAGES ALLOWED. K. Hanes, Incorporated dba BJ's Park & Recreation Products TX HUB Certified.

Accepted by Signature: _____

Printed Name: _____

P.O. Number: _____

Date: _____



| | | | | | |
|--------------------------------------------------------------------------|------------|--------|---------|------|--|
| | | | | | |
| 4003 BRIAR LANE MAGNOLIA, TX 77354 800-392-6158 www.bjspark.com | | | | | |
| PROJECT: Goddard Park | | | | | |
| LOCATION: Texas City, TX | | | | | |
| TITLE: Splash Pad Renovation | | | | | |
| DATE: 11/11/24 | SCALE: NTS | SIZE B | SHEET 1 | REV. | |
| APPROVAL | | | | | |
| SIGNATURE | | | | | |
| PRINTED | | | | | |
| DATE | | | | | |

**BJ's Park & Recreation Products**

4003 Briar Lane
Magnolia, TX 77354

Phone: 800-392-6258
Fax: 281-356-1802

QUOTE

| | |
|----------|--------------|
| QUOTE #: | KRMNQ1605 |
| DATE: | Jan 13, 2025 |

Sold To:

City of Texas City Parks
Charles Thompson
2010 5th Avenue North
Texas City, TX 77590
cthompson@texascitytx.gov
Phone: 409-682-6940

Ship To:

Sanders Park
Premier Outdoor Installations
2630 Cemetery Road
Santa Fe, TX 77517

Phone:

| P.O. Number | Payment Terms | Valid Through |
|-------------|--------------------------|---------------|
| | Net 30 W/Approved Credit | Feb 12, 2025 |

| Qty | Part Number | Mfg | Description | Unit Price | Ext. Price |
|-----|-------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1 | Renovation | POI | Demo existing splash pad finish, prep and install base coat and spray (4) color deck spray (blue, light blue, tan & red), saw cut and set new footer for activator, saw cut remove existing (1) flower, (2) cannons and (1) activator, replace cannons, activator and add dumping flower-R&R (8) new valves and controller | \$76,270.00 | \$76,270.00 |
| 1 | 679-22 | BuyBoard | BuyBoard Discount Included | \$0.00 | \$0.00 |

| Qty | Part Number | Mfg | Description | Unit Price | Ext. Price |
|------------------------------------------------------|-------------|-----|-------------|-----------------|--------------------|
| Please contact me if I can be of further assistance. | | | | SubTotal | \$76,270.00 |
| | | | | Tax | \$0.00 |
| | | | | Shipping | \$0.00 |
| | | | | TOTAL | \$76,270.00 |

NOTE: Quote does not include assembly, installation, or inside delivery unless so noted. Equipment is shipped via common carrier or UPS, customer assumes responsibility for unloading and storage of equipment (help may be needed). Should lift gate services or inside delivery be required, there are charges for these services from the common carrier. These services must be requested at the time of quote. Upon delivery any damaged or missing freight must be noted on the bill of landing at the time of delivery in order to file a freight claim. Call BJ's immediately with a list of items needed for replacement. If installation service is being provided by BJ's, the installer will take delivery of the product and be responsible for the inspection of the product. Terms are: government agencies, net 30 days, all others 25% deposit, balance net 30 days with approved credit (contractors must supply bond information). Accounts over 30 days are subject to 1-1/2% service charge per month or the maximum rate allowed by law, whichever is greater. BJ's Park & recreation Products will be entitled to recover attorney fees in the event it files suit to enforce any terms herein or to collect any sum herein. We also accept credit cards, however a merchant fee is applicable and will be added to the quote. Prices quoted do not include permits or bonding unless so noted on this proposal. BJ's Park & Recreation Products standard insurance coverage shall apply. Should additional coverage be required, the excess cost will be passed onto the customer. If installation is included, installation price is for normal soil conditions with no obstructions, including utilities. Should obstructions, rocks, excessive hard soils, water, or utilities be encountered, work will be stopped until an agreeable solution is formalized. A trip charge will be charged to the customer if work is stopped and not resumed the same day. This proposal is valid for 30 days. Venue for any disputes arising from this quote, order, or the payment of any sum indicated herein shall be Montgomery County, Texas, and buyer submits to the jurisdiction to the courts of Montgomery County, Texas, for any disputes arising from these terms. By signing this agreement, customer agrees to the terms and conditions within.

NO RETAINAGES ALLOWED. K. Hanes, Incorporated dba BJ's Park & Recreation Products TX HUB Certified.

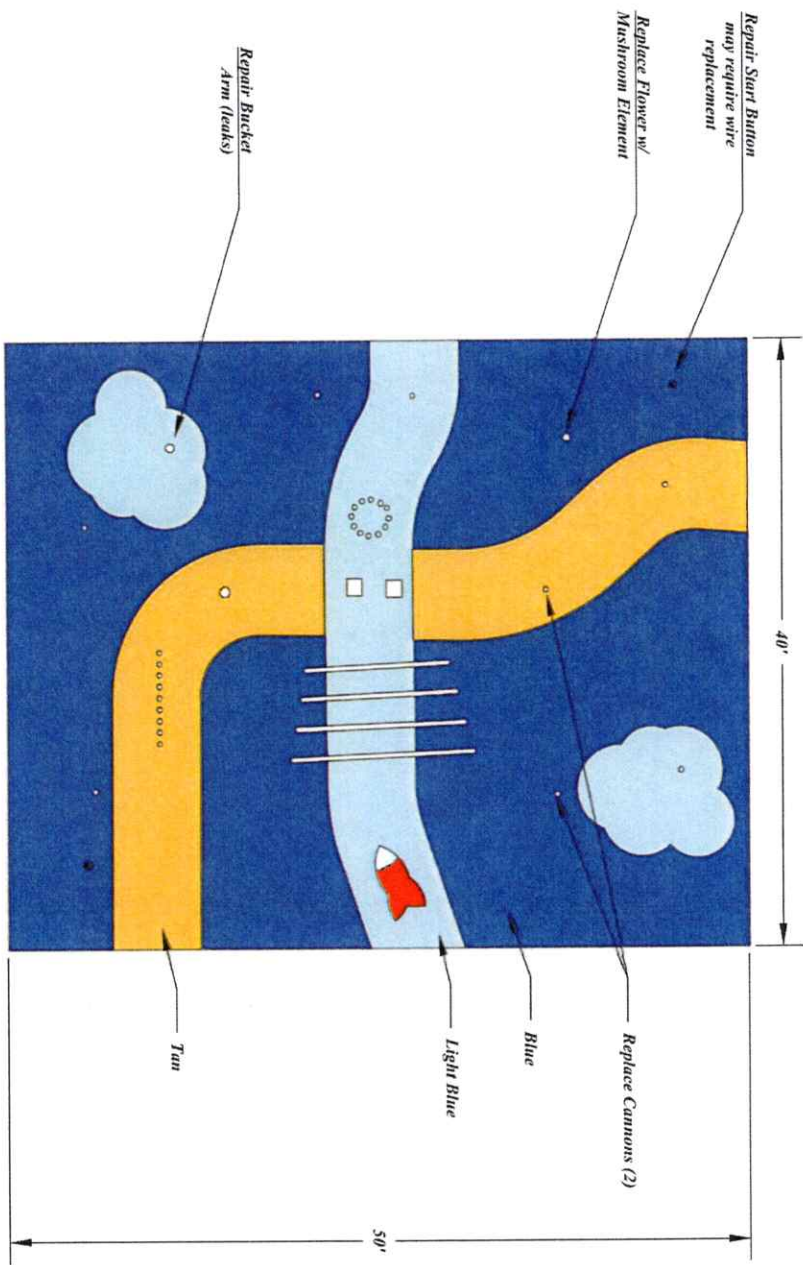
Accepted by Signature: _____

Printed Name: _____

P.O. Number: _____

Date: _____

1. Replace Controller
2. Replace all valves (8)
3. Replace manifold if necessary
4. Prep and install Cool Deck



4003 BRIAR LANE
MAGNOLIA, TX 77354
800-392-6158
www.bjspark.com

PROJECT: Sanders Park

LOCATION: Texas City, TX

TITLE: Splash Pad Renovation

APPROVAL

DATE: 11/11/24 SCALE: NTS SIZE B SHEET 1 REV.

SIGNATURE

PRINTED

DATE

**BJ's Park & Recreation Products**

4003 Briar Lane
Magnolia, TX 77354

Phone: 800-392-6258

Fax: 281-356-1802

QUOTE

| | |
|-----------------|--------------|
| QUOTE #: | KRMNQ1606 |
| DATE: | Jan 13, 2025 |

Sold To:

City of Texas City Parks
Charles Thompson
2010 5th Avenue North
Texas City, TX 77590
cthompson@texascitytx.gov
Phone: 409-682-6940

Ship To:

Carver Park
Premier Outdoor Installations
2630 Cemetery Road
Santa Fe, TX 77517

Phone:

| P.O. Number | Payment Terms | Valid Through |
|-------------|--------------------------|---------------|
| | Net 30 W/Approved Credit | Feb 12, 2025 |

| Qty | Part Number | Mfg | Description | Unit Price | Ext. Price |
|-----|-------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1 | Renovation | POI | Demo existing splash pad finish, prep and install base coat and spray (4) color deck spray (blue, light blue, tan & red), saw cut and set new footer for activators, saw cut remove existing (1) flower, (2) cannons and (2) activators, replace cannons, activator and add dumping flower | \$70,640.00 | \$70,640.00 |
| 1 | 679-22 | BuyBoard | BuyBoard Discount Included | \$0.00 | \$0.00 |

| Qty | Part Number | Mfg | Description | Unit Price | Ext. Price |
|------------------------------------------------------|-------------|-----|-------------|--------------|--------------------|
| Please contact me if I can be of further assistance. | | | | SubTotal | \$70,640.00 |
| | | | | Tax | \$0.00 |
| | | | | Shipping | \$0.00 |
| | | | | TOTAL | \$70,640.00 |

NOTE: Quote does not include assembly, installation, or inside delivery unless so noted. Equipment is shipped via common carrier or UPS, customer assumes responsibility for unloading and storage of equipment (help may be needed). Should lift gate services or inside delivery be required, there are charges for these services from the common carrier. These services must be requested at the time of quote. Upon delivery any damaged or missing freight must be noted on the bill of landing at the time of delivery in order to file a freight claim. Call BJ's immediately with a list of items needed for replacement. If installation service is being provided by BJ's, the installer will take delivery of the product and be responsible for the inspection of the product. Terms are: government agencies, net 30 days, all others 25% deposit, balance net 30 days with approved credit (contractors must supply bond information). Accounts over 30 days are subject to 1-1/2% service charge per month or the maximum rate allowed by law, whichever is greater. BJ's Park & recreation Products will be entitled to recover attorney fees in the event it files suit to enforce any terms herein or to collect any sum herein. We also accept credit cards, however a merchant fee is applicable and will be added to the quote. Prices quoted do not include permits or bonding unless so noted on this proposal. BJ's Park & Recreation Products standard insurance coverage shall apply. Should additional coverage be required, the excess cost will be passed onto the customer. If installation is included, installation price is for normal soil conditions with no obstructions, including utilities. Should obstructions, rocks, excessive hard soils, water, or utilities be encountered, work will be stopped until an agreeable solution is formalized. A trip charge will be charged to the customer if work is stopped and not resumed the same day. This proposal is valid for 30 days. Venue for any disputes arising from this quote, order, or the payment of any sum indicated herein shall be Montgomery County, Texas, and buyer submits to the jurisdiction to the courts of Montgomery County, Texas, for any disputes arising from these terms. By signing this agreement, customer agrees to the terms and conditions within.

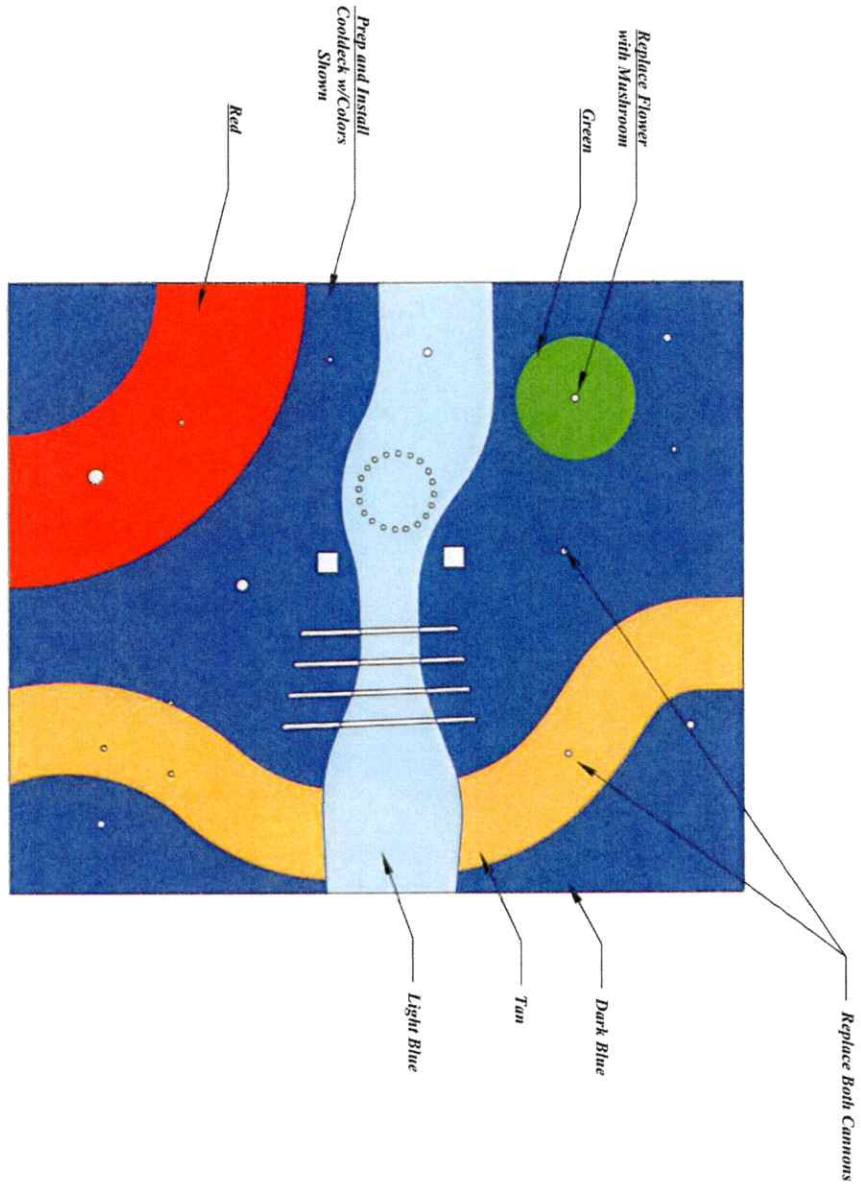
NO RETAINAGES ALLOWED. K. Hanes, Incorporated dba BJ's Park & Recreation Products TX HUB Certified.

Accepted by Signature: _____

Printed Name: _____

P.O. Number: _____

Date: _____



| | | | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <p>PROJECT: Carver Park Splash Pad</p> <p>LOCATION: Texas City, TX</p> <p>TITLE: Renovation Design</p> | | | | | | <p>4003 BRIAR LANE MAGNOLIA, TX 77354 800-392-6158 www.bjspark.com</p> | <p>BJ's Park & Recreation Products 40 Years of Serving Texas 819-266-0800 ~ 800-392-6158 www.bjspark.com</p> |
| <p>APPROVAL</p> | | | | | | | |
| <p>SIGNATURE</p> | | | | | | | |
| <p>PRINTED</p> | | | | | | | |
| <p>DATE</p> | | | | | | | |

RESOLUTION NO. 2025-013

A RESOLUTION AUTHORIZING FUNDING FOR THE REPAIR AND RENOVATION OF THREE (3) SPLASH PADS FROM BJ'S PARK & RECREATION PRODUCTS THROUGH BUYBOARD CONTRACT NO. 679-22; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Parks, Recreation & Tourism Department seeks approval to secure funding for renovation and repair services for Godard Park Splash Pad, Sanders/Vincent Splash Pad, and Carver Park Splash Pad; and

WHEREAS, the total cost for these renovations is \$171,270.00. Funds are available in the Fiscal Year 2024-2025 Capital Projects Fund - Recreation & Tourism.

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

SECTION 1: That the City Commission hereby approves the use of BJ's Park & Recreation Products through Buyboard, a purchasing cooperative, contract no., 679-22, for renovation and repair services for Godard Park Splash Pad, Sanders/Vincent Splash Pad, and Carver Park Splash Pad.

SECTION 2: That the Mayor or his designee is hereby authorized to enter into a contract BJ's Park & Recreation Products for the price bid in **Exhibit "A"**, as attached hereto and incorporated herein for all intents and purposes.

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

PASSED AND ADOPTED this 5th day of February 2025.

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

(7) (d)

Meeting Date: 02/05/2025

Resolution for Multi-Year Agreement with TxDOT for Annual Parade Closures

Submitted For: Nicole Best, Recreation and Tourism

Submitted By: Nancy Heredia, Recreation and Tourism

Department: Recreation and Tourism

Information

ACTION REQUEST

The Recreation and Tourism Department is requesting the City Commission's approval of a resolution authorizing the City of Texas City to pursue a multi-year agreement with the Texas Department of Transportation "TxDOT" for temporary closures of state right-of-way roads for our annual parades. This resolution will streamline the approval process for all annual parades organized and or sponsored by the city.

BACKGROUND (Brief Summary)

The City of Texas City hosts and sponsors several annual parades, including Mardi Gras, St. Patrick's Day, Little League & Youth Softball, Cinco De Mayo, Juneteenth, Independence Day, Homecoming, and Christmas. These parades serve a public purpose by providing the incorporation of preambles.

RECOMMENDATION

It is the recommendation of the Parks, Recreation & Tourism Department that the City Commission approves a resolution authorizing and agreement with TxDOT for all annual parades. The agreement is for multiple years, not exceeding a five-year term.

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 2025-014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT FOR TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY MULTI-YEAR AGREEMENT BETWEEN THE CITY OF TEXAS CITY AND THE STATE OF TEXAS, BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR MULTIPLE PARADES INCLUDING MARDI GRAS, ST. PATRICK’S DAY, LITTLE LEAGUE AND YOUTH SOFTBALL, CINCO DE MAYO, JUNETEENTH, INDEPENDENCE DAY, HOMECOMING AND CHRISTMAS PARADES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas Department of Transportation (“TxDOT”) requires the City of Texas City, Texas (the “City”) to execute certain documents for the temporary closure of a State Right of Way – Multi-Year Agreement (the “Documents”) regarding the temporary closure of certain streets in the City for the multiple parades including the annual Mardi Gras, St. Patrick’s Day, Little League and Youth Softball, Cinco De Mayo, Juneteenth, Independence Day, Homecoming and Christmas Parades, with Documents being attached to and incorporated in this Resolution as “Exhibit A”; and

WHEREAS, the City Commission of the City (the “Commission”) finds that: the documents provide for governmental services that protect the health, safety, and welfare of the public; the annual Mardi Gras, St. Patrick’s Day Little League and Youth Softball, Cinco De Mayo, Juneteenth, Independence Day, Homecoming and Christmas Parades serve a public purpose; and, the City’s best interests are served by entering into the Agreement; and

WHEREAS, the Commission desires to approve the Documents and to authorize the Mayor or his designee to execute the Documents on behalf of the City; and,

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

SECTION 1. That the facts and statements contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 5th day of February 2025.

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

Exhibit A

EXAMPLE OF THE AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY – MULTI-YEAR AGREEMENT

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY – MULTI-YEAR AGREEMENT**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of _____, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including _____, in _____, County; and

WHEREAS, the local government has requested the temporary closure of _____ for the purpose of _____, from _____ to _____ as described in the attached "**Exhibit A**," hereinafter identified as the "**Event**;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the ____ day of _____, 20____, the _____ City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "**Exhibit B**," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and the maximum

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

duration of this agreement shall not exceed five years unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

*{Give a physical description of the annual event and when it will be held, the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, number and type of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a **location map** and identified as "Exhibit C."}*

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local

government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

| Local Government: | State: |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| | Texas Department of Transportation Eliza C. Paul, P. E. District Engineer Houston District P.O. BOX 1386 Houston, Texas 77251-1386 |

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF _____

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit A
“Event”

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit B
Resolution / Ordinance

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit C
LOCATION MAP

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 02/05/2025

Showboat Roof Replacement and Misc. Repairs on Exterior Walls

Submitted For: Dj Hutchinson, Public Works

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

Approval of a contract with Brazos Urethane for the roof replacement and exterior repairs for the Showboat Pavilion. Funding of **\$281,999.40** for this project will come from the budgeted Parks and Recreation **Account Number 602-401-55010**.

BACKGROUND (Brief Summary)

The roof on the Showboat is approximately 25 years old and is past its useful life. Multiple repairs have been made to the roof with leaks continuing to occur and the roof needs to be replaced. The exterior ornamental facades and roll-up doors are in need of repair and waterproofing. On Thursday, December 12, 2024, a total of five bids were submitted by prospective contractors for this project.

RECOMMENDATION

We received three proposals for the above referenced project whose bid amounts were less than 2% of each other. After considering all of the aspects of their proposals, I am recommending that we award this project to Brazos Urethane. Please see the attached letter from our Roof Consultant and bid tabulation.

Please see Exhibit A and Exhibit B for more information.

Fiscal Impact

Attachments

Exhibit A

Exhibit B

Resolution



7122 WORCESTER DRIVE, SUITE A, SPRING, TEXAS 77379 ~ 281.209.1724
7600 CHEVY CHASE DRIVE, BUILDING 2, SUITE 300, AUSTIN, TEXAS 78752 ~ 800.966.6088
10000 N. CENTRAL EXPRESSWAY, SUITE 400, DALLAS, TEXAS 75231 ~ 800.966.6088
950 BANNOCK STREET, SUITE 1100, BOISE, IDAHO 83702 ~ 208.292.9130

January 29, 2025

Mr. DJ Hutchinson
Project Administrator
City of Texas City: Public Works Department
7800 Emmett F. Lowery Expressway
Texas City, Texas 77590

Re: Bid Review: Roof Replacement & Miscellaneous Repairs of Exterior Walls
Showboat Theater
PCI Project No. 12260.24.01

Dear Mr. Hutchinson:

On Thursday, December 12, 2024, a total of five bids were submitted by prospective contractors for the referenced project. The bids were opened and read aloud and recorded by PCI representative at 2:00 p.m. on the noted date. A tabulation of the bids is attached.

Based on the bid tabulation, Beldon Roofing (Beldon) was the apparent low bidder of Base Bid No.1 (Roof Replacement) and Base Bid No.2 (Exterior Wall Repairs) with a total amount of \$179,989.00. An Alternate Bid was also submitted for installing a cast stone coping in-lieu of EIFS. Beldon was also the apparent low bidder of the total of the Base Bids and Alternate Bid with an amount of \$271,693.00. Including costs for Performance & Payment bonds, the total bid (Base Bids + Alternate Bid + P&P Bonds) for Beldon would be \$275,822.73; \$280,403.10 for Liquatech; and \$281,999.40 for Brazos. PCI reviewed the bids and supplemental information submitted by each bidder for evaluation purposes. PCI has successfully completed roofing and restoration projects with each of the bidders over the past years.

Based on our evaluation of the subject qualifications and information submitted, total bid amounts provided by three of the respondents (Beldon, Liquatech, and Brazos) were relatively close to each other, or within approximately 2%, and selection of either of these prospective bidders would be suitable for this project. If you have any questions, or if we can be of further service, please contact me.

Sincerely,

PRICE CONSULTING, INC.

Karl A. Schaack, P.E., RRC
President

BID TABULATION FORM

**CITY OF TEXAS CITY
SHOWBOAT THEATER
TEXAS CITY, TEXAS
PCI PROJECT
#12260.24.01**

BELDON

LIQUATECH

BRAZOS

R.B. HASH

| | | | | |
|----------------------------|--------------|--------------|--------------|--------------|
| BASE BID 1: REPLACE ROOF | \$117,721.00 | \$167,065.00 | \$162,313.00 | \$198,000.00 |
| BASE BID 2: EXTERIOR WALLS | \$63,977.00 | \$64,770.00 | \$64,939.00 | \$101,767.00 |
| TOTAL BB1 +BB2 | \$179,989.00 | \$231,832.00 | \$227,252.00 | \$299,760.00 |
| ALT BID: CAST STONE COPING | \$91,704.00 | \$41,732.00 | \$49,218.00 | \$22,378.00 |
| BB1 + BB2 + ALT BID | \$271,693.00 | \$273,564.00 | \$276,470.00 | \$322,138.00 |

| | | | | |
|----------------------|------------|------------|------------|------------|
| BID BOND | ✓ | ✓ | ✓ | ✓ |
| P&P BONDS | 1.52% | 2.50% | 2.00% | 2.00% |
| | \$4,129.73 | \$6,839.10 | \$5,529.40 | \$6,442.76 |

| | | | | |
|-----------------------|---------|----------|---------|----------|
| UNIT PRICES | | | | |
| CONCRETE CRACK REPAIR | \$17.75 | \$20.00 | \$6.75 | \$450.00 |
| CONCRETE SPALL REPAIR | \$30.00 | \$250.00 | \$12.50 | \$25.00 |
| METAL DECK REPAIR | \$75.00 | \$25.00 | \$18.25 | \$10.00 |

| | | | | |
|---------------------------|----|-----|----|----|
| PROJECT COMPLETION | 60 | 165 | 30 | 90 |
|---------------------------|----|-----|----|----|

| | | | | |
|---------------|------|------|------|------|
| EMR | | | | |
| CURRENT YEAR | 0.64 | 0.86 | 0.69 | 0.79 |
| PAST YEAR | 0.63 | 0.81 | 0.89 | 0.79 |
| TWO YEARS AGO | 0.67 | 0.73 | 0.80 | 0.70 |

| | | | | |
|----------------|---|---|---|---|
| ADDENDA | ✓ | ✓ | ✓ | ✓ |
|----------------|---|---|---|---|

BID TABULATION FORM

**CITY OF TEXAS CITY
SHOWBOAT THEATER
TEXAS CITY, TEXAS
PCI PROJECT
#12260.24.01**

JR JONES

| | | | | |
|----------------------------|--------------|--|--|--|
| BASE BID 1: REPLACE ROOF | \$178,828.00 | | | |
| BASE BID 2: EXTERIOR WALLS | \$153,265.00 | | | |
| TOTAL BB1 +BB2 | \$332,093.00 | | | |
| ALT BID: CAST STONE COPING | \$21,465.00 | | | |
| BB1 + BB2 + ALT BID | \$353,558.00 | | | |

| | | | | |
|----------------------|------------|--|--|--|
| BID BOND | ✓ | | | |
| P&P BONDS | 1.10% | | | |
| | \$3,889.14 | | | |

| | | | | |
|-----------------------|---------|--|--|--|
| UNIT PRICES | | | | |
| CONCRETE CRACK REPAIR | \$8.00 | | | |
| CONCRETE SPALL REPAIR | \$25.00 | | | |
| METAL DECK REPAIR | \$12.00 | | | |

| | | | | |
|---------------------------|----|--|--|--|
| PROJECT COMPLETION | 50 | | | |
|---------------------------|----|--|--|--|

| | | | | |
|---------------|------|--|--|--|
| EMR | | | | |
| CURRENT YEAR | 0.76 | | | |
| PAST YEAR | 0.63 | | | |
| TWO YEARS AGO | 0.64 | | | |

| | | | | |
|----------------|---|--|--|--|
| ADDENDA | ✓ | | | |
|----------------|---|--|--|--|

CITY OF TEXAS CITY, TEXAS

PUBLIC WORKS DEPARTMENT • OFFICE (409) 643-5810



To: Gwynetheia Shabazz Pope, Purchasing Coordinator

From: Jack Haralson, Director of Public Works

Date: January 29, 2025

Re: Bid #2025-464

We received three proposals for the above referenced project whose bid amounts were less than 2% of each other. After considering all of the aspects of their proposals, I am recommending that we award this project to Brazos Urethane. Please see the attached letter from our Roof Consultant and bid tabulation.

I based my recommendation on the following:

- Brazos is a very reputable contractor that is more than capable of successfully completing the project.
- Their project duration is half of the lowest bidder, and one fifth of the other. This is a huge aspect since the Showboat is a rental facility.
- They are a roofing company based out of Texas City. In fact, their office is just blocks away from the Showboat. I see this as an enormous advantage for quick communication during the project, and for close oversight by their company leaders.

Our purchasing laws allow us to give up to a 3% consideration for local companies. In this case, it is less than 2%. Even without that legal consideration, I believe Brazos Urethane's proposal to be the best value for the City. Please let me know if you have any questions.

CC: Mayor

"QPS – Quality Public Service"

RESOLUTION NO. 2025-015

A RESOLUTION APPROVING OF A CONTRACT WITH BRAZOS URETHANE FOR THE ROOF REPLACEMENT AND EXTERIOR REPAIRS FOR THE SHOWBOAT THEATER/PAVILLION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, approval of a contract with Brazos Urethane for the roof replacement and exterior repairs for the Showboat Pavillion. Funding of \$281,999.40 for this project will come from the budgeted Parks and Recreation Account Number 602-401-55010; and

WHEREAS, based on the evaluation by PCI and the Public Works Department of the subject qualifications and information submitted, Brazos Urethane is considered to be the most responsive bidder for this project.

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

SECTION 1: That the City Commission hereby accepts the contract by Brazos Urethane for the roof replacement and exterior repairs for the Showboat Theater/Pavillion.

SECTION 2: That the Mayor or his designee is hereby authorized to enter into a contract Brazos Urethane for the price bid in **Exhibit “A”**, as attached hereto and incorporated herein for all intents and purposes.

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

PASSED AND ADOPTED this 5th day of February 2025.

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) (b)

Meeting Date: 02/05/2025

Permanently rezone property at 2107 24th Street North from District "A" (Single Family Residential) to District "B" (Single Family Attached, Duplex Residential)

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 0.5691 acres located in the 2100 block of 24th Street (2107 24th Street N) from District "A" (Single Family Residential) to District "B" (Single Family Attached, Duplex Residential).

BACKGROUND (Brief Summary)

This is the final step to rezone the lot at 2107 St North is 207.95 ft x 119.2ft (24,787.64sft)(0.5691 ac) from District A - Single Family Residential to District B - Single Family Attached, Duplex Residential.

Applicants John and Mari Berend own 9 properties in Texas City which cater to low/moderate income families. The applicants requested the rezoning from District A - Single Family Residential to District B - Single Family Attached Duplex for the purpose of constructing a single family attached residential duplex.

The Zoning Commission held a public hearing at its meeting on January 16, 2024. Notices of the public hearing were mailed to thirteen (13) adjacent property owners. No letters and emails were received in response to the mailed notices. No persons appeared at the Zoning Commission meeting to give comments on the proposed rezoning. After closing the public hearing, the Zoning Commission deliberated and voted 5-1 to recommend approval of the zoning change.

The City Commission held a public hearing at its meeting on February 7, 2024. Notice of the public hearing was advertised in the Galveston Daily News on January 19, 2024 and on January 21, 2024. No letters or emails were received regarding the rezoning. No comments were received regarding the proposed rezoning at the public hearing. After closing the public hearing, the City Commission deliberated and voted 6-0 to recommend preliminary zoning approval at its meeting on February 7, 2024.

As required by Section 60.106 (D)(3), the applicants requested a building permit within 12 months from the date of preliminary zoning approval. In accordance with Texas City Code of Ordinances the ordinance making the zoning change final is hereby presented for action by the City Commission.

RECOMMENDATION

In accordance with Section 160.106 (D)(3), the Chief Building Official recommends approval of the ordinance for final rezoning of 0.5691 acres located in the 2100 block of 24th Street North (2107 24th Street N) from District "A" (Single Family Residential) to District "B" (Single Family Attached, Duplex Residential).

Fiscal Impact

Attachments

Ordinance

2107 24th St N - Permit Request

Ordinance 2025-xx = final zoning approval

ZC Staff Report 01-16-24

01-16-24 ZC Meeting Minutes

2107 24th St N - Plat

2107 24th St N - Legal Description

2107 24th St N - Exhibits

ORDINANCE NO. 2025-03

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, TO PERMANENTLY REZONE 0.57 ACRES LOCATED IN THE 2100 BLOCK OF 24TH STREET FROM DISTRICT "A" (SINGLE FAMILY RESIDENTIAL) TO DISTRICT "B" (SINGLE FAMILY ATTACHED, DUPLEX RESIDENTIAL); ORDERING SAID CHANGES MADE ON THE CITY ZONING MAP; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; DISPENSING WITH THE CHARTER 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, the City Commission held a public hearing and gave the request preliminary zoning approval at its regular meeting on February 7, 2024 (6-0); and

WHEREAS, 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 Applicants, John and Mari Berend, timely requested a new residential construction Building Permit (24-012795) on August 9, 2024, for 2107 24th Street North, Texas City, TX 77590 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 February 7, 2024.

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

SECTION 1: That the City Engineer shall designate said changes from District "A" (Single Family Residential) to District "B" (Single Family Attached, Duplex Residential), as hereinabove provided, on the original zoning map, as amended, and on the duplicate copy thereof kept in the Office of the City Planning Board.

SECTION 2: 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 3: 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 4: 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 February 2025

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

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

PROJECT OVERVIEW

Project Type: Residential New Construction Two Family | **Project Title:** Residential New Construction Two Family



ID # 24-012795 | **Started** 08/09/2024 at 9:08 AM

Address

2107 N 24th St N, Texas City, TX USA 77590

Legal

ABST 142 PAGE 2 LOT 23 TEXAS CITY HEIGHTS
RESUB OF LOTS 73, 77 TO 80

Description

New construction of duplex

PROPERTY DETAILS

No data for Property Details.

PROPERTY ADDITIONAL INFORMATION

No data for Property Additional Information.

| INVOICES | DUE DATE | CONTACT | TOTAL | PAID | DUE |
|-----------|-----------------------------|--------------------|--------------|-------------|------------|
| 24-002689 | 09/18/2024 | Trampis Wainwright | \$ 705.72 | \$ 705.72 | \$ 0.00 |
| | Fees | Account No | Total | Paid | Due |
| | 52019 Building - Permit Fee | - | \$ 480.72 | \$ 480.72 | \$ 0.00 |
| | 52019 HVAC Fee | - | \$ 75.00 | \$ 75.00 | \$ 0.00 |
| | 52019 Plumbing Fee | - | \$ 75.00 | \$ 75.00 | \$ 0.00 |
| | Electrical Fee | - | \$ 75.00 | \$ 75.00 | \$ 0.00 |
| | Receipts | | | | |
| | 24-002530 | | | | |
| TOTALS | | | \$ 705.72 | \$ 705.72 | \$ 0.00 |

ORDINANCE NO. 2025 - _____

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, TO PERMANENTLY REZONE PROPERTY FOR JOHN AND MARI BEREND_ FROM “A” (SINGLE FAMILY RESIDENTIAL) TO “B” (SINGLE FAMILY ATTACHED, DUPLEX RESIDENTIAL)” BEING 0.5691 ACRES, LOCATED IN THE 2100 BLOCK OF 24TH STREET NORTH, TEXAS CITY GALVESTON COUNTY, TEXAS WITH MUNICIPAL ADDRESS 2107 24TH STREET NORTH; ORDERING SAID CHANGES MADE ON THE CITY ZONING MAP; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; DISPENSING WITH THE CHARTER 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, proper notice has been given and public hearing was held and given *unanimous* preliminary approval by the City Commission on *February 7, 2024*; and

WHEREAS, in accordance with the Section 160.106(D)(3) the Building Official hereby provides notice that the applicant has requested a building permit for the requested uses so the preliminary zoning approval is ready to be made permanent; and

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

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

SECTION 1: That certain property described as being *0.5691 acres, located in the 2100 block of 24th Street North, Texas City Galveston County, Texas, municipal address 2107 24th Street North*, currently zoned as “A” (Single Family Residential), is hereby rezoned and classified as “B” (Single Family Attached, Duplex Residential) for a proposed multi-family duplex.

SECTION 2: That certain property to be rezoned is more fully describe in plat and legal description attached hereto as Exhibit A.

SECTION 3: That the City Engineer shall designate said changes from “*A*”(Single Family Residential) to *B*” (Single Family Attached, Duplex Residential), as hereinabove provided, on the original zoning map, as amended, and on the duplicate copy thereof kept in the Office of the City Planning Board.

SECTION 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 4: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of the City Commission.

PASSED AND ADOPTED this ____th day of ____, 2025.

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

ATTACH EXHIBIT A
PLAT AND LEGAL DESCRIPTION

CITY OF TEXAS CITY, TEXAS

ENGINEERING & PLANNING DEPARTMENT • OFFICE (409) 643-5936



Mayor:
Dedrick Johnson

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

TO: Zoning Commission – Regular meeting on January 16, 2024

FROM: Kim Golden, P.E., Engineering & Planning

CC: Doug Kneupper, P.E.

DATE: January 15, 2024

RE: 2107 24th St North (GCAD ID# 188758) - Request to rezone from District A (Single Family Residential) to District B (Single Family Attached, Duplex Residential) to construct a duplex.

Background: Applicants, John and Mari Berend, own 9 properties in Texas City which cater to low/moderate income families. The applicants seek to construct a duplex on the lot at 2107 24th St North which requires a rezoning to District B (Single Family Attached, Duplex Residential) from its current zoning of District A (Single Family Residential).

Existing conditions and zoning: The lot at 2107 St North is 207.95 ft x 119.2ft (24,787.64sft)(0.5691 ac) and is vacant. According to records in GCAD, the lot had a structure in place until 2020. The applicants acquired the property by warranty deed in 1996 and have owned it continuously since that time.

The property is zoned District A – Single Family Residential. The adjacent property north of the lot is zoned District B – Single Family Attached, Duplex Residential and has existing duplexes which appear to be in good condition. The property across 24th St N and east of the subject lot is zoned District C – Multi-Family Residential and is developed with existing apartments. The adjacent property to the south is zoned District A – Single Family Residential and is developed with existing single family residences. The rear of the residences are adjacent to the side of the vacant lot. The adjacent property to the west is vacant and currently zoned District A – Single Family Residential.

LAND USE PLAN: The current land use plans show the subject area as an established neighborhood and is adjacent to an "Activity Corridor". The guidelines for the Activity Corridor include higher density residential development. The existing duplexes and apartments are consistent with this land use.

Existing infrastructure: The street adjacent to the subject property, 24th St N, is paved. Water and sewer are existing and available to the site. There are no known drainage issues in the area.

Analysis: The subject location is adjacent to existing District B and across from existing District C which appear to be consistent with the Land Use Plan and in good condition. The adjacent residential lots are facing away from the subject location and away from the existing higher density residential development. Due to the lot configuration, the extension of the existing District B to one additional lot is unlikely to create a conflict with the existing single family residential uses. Any potential conflict could be mitigated by the construction of a screening wall or fence

"QPS – Quality Public Service"

between the duplex and the existing single family residential. This would be a requirement if the property were rezoned to District C – Multifamily Residential, as originally requested by the applicants.

Staff have no objection to the requested rezoning and recommend adding the construction of a screening wall or fence as a condition for the rezoning.

ZONING COMMISSION JANUARY 16, 2024

The Zoning Commission of the City of Texas City met in a special-called meeting on Tuesday, January 16, 2024, at 5:15 p.m. Zoning Commission members present: Chairman Perry O'Brien, Aric Owens, Fernando Tello and Alternate Members Jayla Weatherspoon and Lisa Salinas. Staff members present were: Kimberly Golden, David Kinchen (DBO) and Veronica Carreon. Guests were: Jerry LeBlanc (Binnacle Development), Adam Crump and Steve Herrera (A & S Engineering), Norman Reed (Land Tejas) and Mari Berend.

Chairman O'Brien indicated a quorum was present and called the meeting to order.

1) APPROVAL OF MINUTES

A motion to approve the minutes of September 5, 2023, was made by Aric Owens/Fernando Tello. All other members present voted aye.

2) PUBLIC COMMENTS

There were no public comments.

3) Consider and take action on a Zoning Change Request from John and Mari Berend to rezone the property at 2107 24th Street North, Texas City, TX from District "A" (Single Family Residential) to District "B" (Single Family Attached, Duplex Residential) to construct a duplex.

Ms. Kim Golden stated the Applicants, John and Mari Berend, own 9 properties in Texas City which cater to low/moderate income families. The Applicants want to construct a duplex on the lot at 2017 24th Street North which requires a rezoning to District B. On the actual request the Applicants requested District C" (Multifamily Residential), but upon review staff recommend District B as better fit for the existing neighborhood. District B – Single Family Attached, Duplex Residential will allow the applicants to build a duplex.

Ms. Golden indicated the lot on the zoning map and stated the lots adjacent to the north are already zoned as District B and the lot across the street is zoned as District C. It is adjacent to other single family residential lots, but the front lot lines are oriented away from the denser classifications. Staff has no objection to rezoning, but recommends approval be conditioned upon building a fence or screening wall built adjacent to the single-family residential zone.

The infrastructure is in place and is consistent with the Land Use Plan.

Ms. Golden then stated that the Applicant was present to answer any questions.

Chairman Perry O'Brien stated he reviewed the memo and exhibits and had no questions about the presentation but asked if it was correct that the Applicant has 12 months to apply for a permit and preliminary zoning is approved.

Ms. Golden reminded board members that they are actually recommending the zoning change. The request still has to be presented to City Commission for approval and the Applicant would indeed still be required to apply for their permit to make the zoning change final.

Mr. Aric Owens then asked what kind of fence the Applicant would be required for screening. Ms. Golden replied that the criteria for a screening wall is 6 ft. opaque. She added that the location is not in the Gateway Overlay District so there is no requirement for the fence to be masonry.

Mr. Owens then asked if there was a structure on the property before, to which Ms. Golden replied that it is apparent by GCAD that there was something there. The Applicant, Ms. Mari Berend replied that there had previously been a house in disrepair that was torn down.

Chairman O'Brien asked if there were any more questions. There were none.

There were no further questions, to which a motion was made by Aric Owens/Fernando Tello to open the Public Hearing. All other members voted aye.

Chairman O'Brien asked if there was any one in attendance for the request or opposed to it. There were none. Ms. Golden also added that there were no objections or comments received via USPS mail.

There were no questions or further discussion, to which a motion was made by Aric Owens/Fernando Tello to close the Public Hearing. All other members voted aye.

After presentation, a motion was made by Aric Owens/Fernando Tello to recommend approving the zoning change request from District "A" (Single Family Residential) to District "B" (Single Family Attached, Duplex Residential), with the recommendation to add the construction of a screening wall or fence as a condition for the rezoning. All other members present voted aye.

4) Consider and take action on reapproving a Zoning Change Request from Binnacle Development Texas City 51 LLC to rezone the property on the east side of FM 2004, between Mainland City Centre and GCDD No. 2 Ditch 6 channel, Texas City, TX from District "A" (Single Family Residential) to District "I" (Planned Unit Development) to construct Brookwater Development – a subdivision that will contain 201 lots. (Previously approved by City Commission on November 17, 2021, and expired on May 16, 2023 - 12 months after Planning Board approved the Preliminary Plat on May 16, 2022).

Ms. Golden stated this request has been through the process once before. As members are aware, these zoning approvals are preliminary and have to be made final. The time basically expired for the request to be made final.

Ms. Golden consulted with the city attorney, and it was decided that the Applicant would have to go through the zoning change process again.

The application that was submitted is exactly the same as what was previously submitted, except the development schedule has been updated. Exhibit D in the agenda packet is the actual updated development schedule.

The preliminary plat is now approved which gives the Applicant a headstart. Their construction plans are currently in the review process. They have already completed their clearing and grubbing.

The Planning Board considered this application at a special-called meeting on December 11, 2023, and recommended its approval.

Staff have looked at the request again and things have not changed from the first submittal as far as the surrounding area. Staff have no objection to the reapproval of the Zoning Change Request.

Ms. Golden then stated that the Applicant was present to answer any questions.

Chairman O'Brien asked if there were any more questions. There were none.

There were no further questions, to which a motion was made by Aric Owens/Fernando Tello to open the Public Hearing. All other members voted aye.

Chairman O'Brien asked if anyone had any additional comments for or against the request. There were none. Ms. Golden also added that no written objections or comments had been received via U.S. Mail or otherwise.

There were no questions or further discussion, to which a motion was made by Fernando Tello/Aric Owens to close the Public Hearing. All other members voted aye.

After presentation, a motion was made by Aric Owens/Fernando Tello to recommend reapproving the zoning change request from District "A" (Single Family Residential) to District "I" (Planned Unit Development). All other members present voted aye.

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

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

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

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

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

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

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

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

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

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

Chairman O'Brien asked again if the zoning would revert back or would it remain as District S-P. Ms. Golden replied that staff has not thought that far, but that it would probably remain the same until someone brought it back through the process for another use at the site. Unless it was exactly the same type of project, it would have to go through the rezoning process, which would be appropriate.

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

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

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

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

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

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

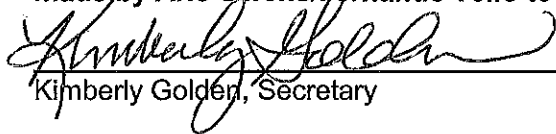
Chairman O'Brien asked if there were any more comments or questions. Ms. Golden replied that staff recommends adding the proposed changes to the Texas City Code of Ordinances Section 160.051 District S-P, Site Plan.

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

6) GENERAL UPDATES

7) OTHER BUSINESS (Any conceptual development proposal requesting to come before the Zoning Commission)

Chairman O'Brien asked if there was any other business to which there was none. **A motion was made by Aric Owens/Fernando Tello to adjourn. All members present voted aye.**

 3/5/2024
Kimberly Golden, Secretary Date

Minutes approved by the Zoning Commission at its meeting on 03/05/2024.

2107 24th St.

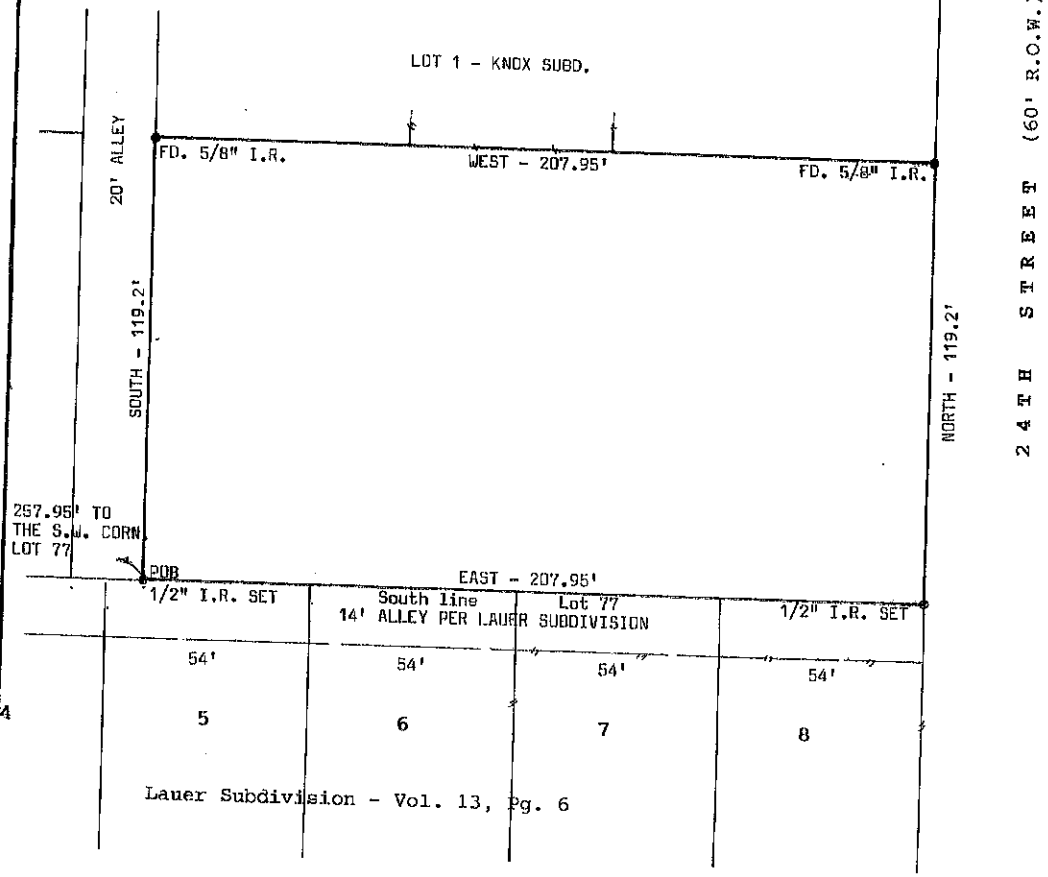
A tract of land out of Lot 77, of TEXAS CITY HEIGHTS, Robert Logan Survey in Galveston County, Texas, according to the map or plat of said Texas City Heights of record in Volume 136, Page 2, in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metew and bounds on the attached Exhibit "A".

FD. 1" Pinched pipe @ NE Corn. Knox Subd.

SCALE
1" = 40'

Knox Subdivision - 2001060871

LOT 1 - KNOX SUBD.



I hereby certify that this is a plat on the above property indicating improvements thereon which was prepared under my supervision from a survey made on the ground on May 6, 2021.

Subject property DOES NOT lie within the 100 year flood plain; Property lies in shaded Zone X, according to Map No. 485514 0268 G.

Derrick Surveying
13016 Elizabeth Drive
Santa Fe, Texas 77510
409-925-7221
Firm No. 10105300

Robert L. Derrick
Robert L. Derrick

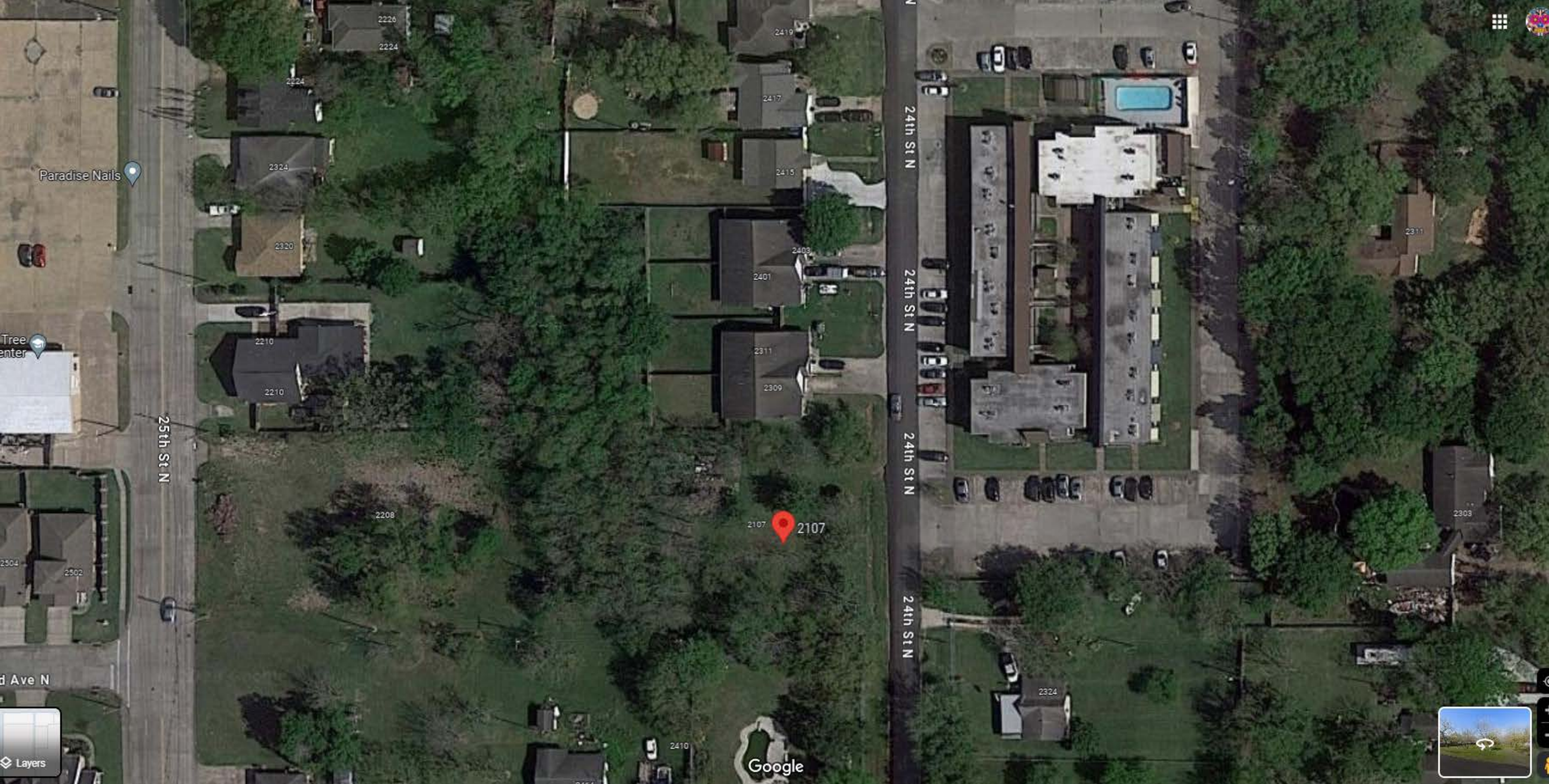
Job No. 11804

EXHIBIT "A"

Lot 33 in Lot 77, Texas City Heights, Robert Logan Survey, Galveston County, Texas, being all that certain tract or parcel of land out of Lot 77 of Texas City Heights in Galveston County, Texas, according to the plat of said Texas City Heights of record in Volume 134, Page 12, in the office of the County Clerk of Galveston County, Texas, and being more fully described by metes and bounds as follows:

Beginning at a point on the South line of said Lot 77, said point being 257.95 feet East of the Southwest corner of said lot 77, being in the center line of Logan Street; Thence from said beginning point in an Easterly direction along the Southerly line of said lot, a distance of 207.95 feet to a point for corner; Thence in a Northerly direction and parallel to the West line of said lot, a distance of 119.2 feet to a point for corner; Thence in a Westerly direction and parallel to the South line of said lot, a distance of 207.95 feet to a point for corner; Thence in a Southerly direction and parallel to the west line of said Lot, a distance of 119.2 feet to the place of beginning.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made for informational and/or identification purposes and does not override Item 2 of Schedule B, hereof.



Paradise Nails

Tree
center

25th St N

24th St N

24th St N

24th St N

24th St N

d Ave N

Layers

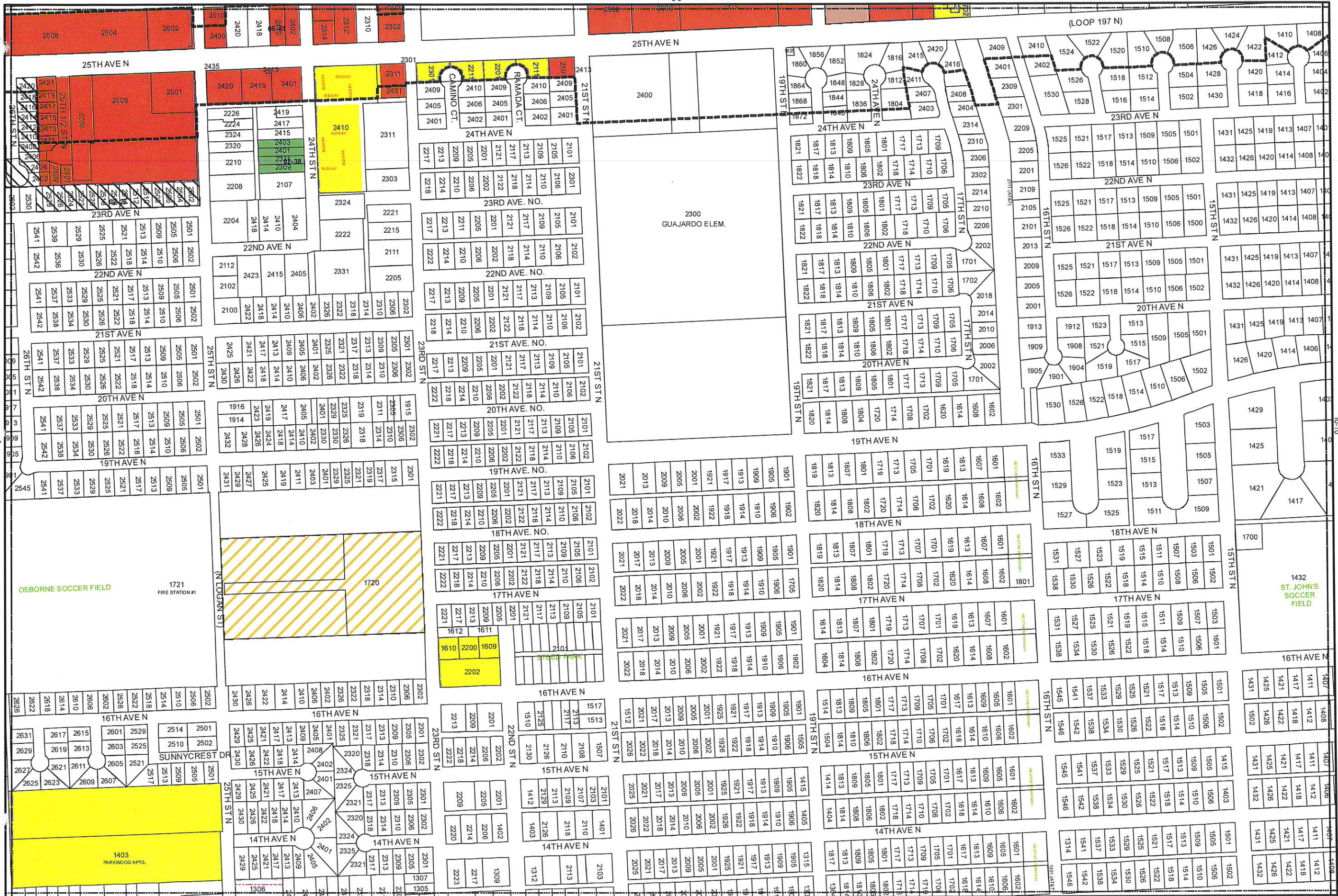
Google



NOTE: These drawings are for City planning only. The City of Texas City makes no representations as to the accuracy or suitability of this information.

TEXAS CITY ZONING

SHEET
10-9



Zoning

- A
- A-1
- A-2
- B
- C
- C-1
- D
- D-1
- E
- E-1
- E-2
- E-3
- E-4
- F
- F-1
- G
- G-2
- H
- I
- O
- O-P
- P-I
- CIMU
- PUD
- S-P
- I.B.D
- L.G.D

OVERLAY DISTRICTS

- CENTRAL BUSINESS OVERLAY DISTRICT
- ENVIRONMENTAL OVERLAY DISTRICT
- GATEWAY CORRIDOR OVERLAY DISTRICT



CREATED:
FEB. 14, 2023

CITY COMMISSION REGULAR MTG

(8) (c)

Meeting Date: 02/05/2025

First reading of the Ordinance to amend Sign Ordinance to add Kiosk Signs

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Curt Kelly, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Amend Texas City Code of Ordinances Section 155 to add Kiosk Signs as an Allowable Sign.

BACKGROUND (Brief Summary)

Homebuilders need an attractive, reliable and efficient method to guide potential homebuyers to subdivisions in development. The use of temporary “bandit signs” in the public rights of way is not an attractive or efficient method and is prohibited by the existing Texas City sign ordinance because the unregulated use of bandit signs can be unsightly and detrimental to the aesthetics of the community.

Kiosk sign plazas are an industry practice which provides the wayfinding and advertisement needed by homebuilders and homebuyers to find subdivisions in development in a manner that is attractive, reliable and efficient. The sign plazas are approved by the City as to form, format and location and perpetually managed and maintained by others without cost to the City.

The kiosk sign plazas are used in the following cities around Texas City: Alvin, Bryan/College Station, Conroe, Dickinson, League City, and Pearland.

RECOMMENDATION

Staff recommend approval of the amendment to add kiosk signs as an Allowable Sign under the Texas City Off Premises Sign Ordinance, Section 155.

Fiscal Impact

Attachments

National Sign Plazas
Ordinance



NATIONAL SIGN PLAZAS

Cleaner Streets in High-Growth, Pro-Growth Communities

How to rein in chaotic
temporary signage without
alienating your home builders



Cleaner Streets in High-Growth, Pro-Growth Cities

A high-growth, pro-growth city is an inviting place to live – as long as growth is managed. Few things signal a lack of management to potential residents like rights-of-way cluttered with temporary home builder signage.

Rogue or snipe signs can really clutter your streets, especially in a housing boom. Left unchecked, these signs create a broken window effect on your streets and deter home shoppers from buying in your community.

There's a catch though...

More than 50% of traffic to new home communities comes from directional signs. Not digital ads. Not social media. Physical signage!

The NSP Homebuilder Directional Sign Program is a fully-managed no-cost solution that helps cities and counties rein in chaotic home builder signage without alienating the builders upon whom your economy relies.

- Generate revenue for your community – at no cost to you.
- Welcome visitors with signage bearing your civic brand.
- Simplify enforcement of temporary signage codes.

In this paper, we'll explore the challenges of unchecked temporary signage and the benefits of uniform signage programs like the NSP Homebuilder Directional Sign Program.





Cleaner Streets in High-Growth, Pro-Growth Cities

Codes and Clutter: The Cost of Rogue Signs

Did you know that the City of Houston spends \$282,000 annually removing illegal signs?

The city's three-person sign removal crew eliminates 30,000 signs annually. Additionally, Harris County has deputized 246 volunteer "sign rangers" who educate local businesses and (when necessary) enforce sign codes in unincorporated areas.

Texas state lawmakers are considering increasing penalties for repeat offenders to make hanging illegal signs hurt to the point it isn't worth it.

Now, these numbers reflect the cost of managing all kinds of rogue signs (not just builder signs) but they speak to the broader expense of sign code enforcement.

Uniform signage programs transform sign management costs with a new revenue source thanks to administration fees paid by builders for placement on attractive sign plazas.

Over the last five years, NSP has remitted more than \$2.5 million to cities and counties. Those funds have been reinvested in code enforcement, wayfinding systems, parks and recreation signage, and other programs.

** Houston Chronicle, "Illegal signs cost Houston \$300K yearly. 'Sign rangers,' new legislation are fighting back", March 20, 2023.*

Case Study » Waxahatchie, Texas

Population growth: 22,000 in 2000; 48,000 in 2023

As its population doubled in just 20 years due to Dallas-Fort Worth's expansion, the City of Waxahatchie faced a problem – chaotic and unsightly homebuilder signs.

Today, the NSP Homebuilder Directional Sign Program mitigates Waxahatchie's rogue signage challenge. It also supports the city's new wayfinding and placemaking system that captures I-35 traffic and directs it toward points of interest in the city.

Waxahatchie city manager Michael Scott called our program: "A unique sign solution to the growing problem of homebuilder 'snipe' signs."





Cleaner Streets in High-Growth, Pro-Growth Cities

Win-Win Solution: Partnering with Home Builders

More than 50% of home shoppers follow directional signs to a new community. That's right. Less than half come from online or print advertising.

Why? Because people don't shop for the right home builder brand. They don't say, "I really want an ABC Home." Instead, people shop for the right community. They say, "I want to live in this City" and then they browse.

That's not to say that digital marketing serves no purpose. It's a key brand awareness channel. It just requires directional signage to connect brand awareness efforts to direct response (i.e. foot traffic) in the physical environment.

Uniform sign plazas support your builders' marketing efforts, aid potential residents in browsing your community, and protect your streets from clutter.

"It's an excellent win-win solution," said Peter Schwartz, CEO of the Home Builders Association of Greater Chicago. "The benefits of the NSP program to homebuilders and municipalities alike are numerous."



Case Study » Walton County, Georgia

Population growth: 61,000 in 2000; 101,000 in 2023

New home construction is back in Walton County ... and so is the NSP Homebuilder Directional Sign Program.

During its last housing boom, Walton County adopted our program to curb temporary home builder signs. When the county's growth leveled off in the 2010s, we removed our sign plazas.

With construction back on the rise, we've installed 21 new sign plazas to help the county to rein in unsightly temporary signage.

Walton joins Cherokee, Douglas, and Cobb counties and numerous municipalities as adoptees of our program in metro Atlanta.



Cleaner Streets in High-Growth, Pro-Growth Cities

Civic Branding: Showcasing Your Community

As stated above, people don't shop for home builder brands. They shop for communities. They select your community for its schools, career opportunities, civic amenities, etc., and then follow directional signage to new home developments in the area.

And, yet, the vast majority of directional signage focuses on the builder's brand and offers – and largely ignores the civic brand.

Uniform sign plazas flip the script by showcasing the civic brand through visual plaza toppers first and then assisting traffic in navigating the environment.

Whereas temporary directional signs focus on the home builder brand, uniform sign plazas focus on the community.

"This has been one of those rare opportunities where our City has taken a risk in order to solve an ongoing problem and has pleased everyone in the process," said Jim Bechtol, Community Development Director for the City of Leander, Texas.

Future Residents: Supporting Home Shoppers

For home shoppers, visiting a new residential development is a sociological activity largely made up of impromptu decisions. Remember, the home buying process typically begins with semi-passive browsing of developments based on a desire to live in your city.

Cluttered street corners create a broken window effect on your streets and deter home shoppers from further exploration of your community.

What's even worse? Getting lost!

In especially high-growth areas, many roads are so new that they don't yet appear in Google Maps and other GPS navigation systems.

Directional signage prevents shoppers from getting lost, giving up, and taking their wallets with them.



Case Study » Queen Creek, Arizona

Population growth: 3,800 in 2000; 79,000 in 2023

In 2022, the Town of Queen Creek grew faster than any other municipality in Arizona – continuing a boom dating back to the early 2000s.

That growth led to both unsightly temporary home builder signs and a new roadway that diverted traffic away from Queen Creek's historic downtown.

Today, NSP's sign plazas declutter the town's streets while also tying into and funding a new wayfinding and placemaking system that helps visitors locate downtown businesses.



NATIONAL SIGN PLAZAS

“It’s an excellent win-win situation.”

- Peter Schwartz, CEO, Home Builders Association of Greater Chicago

Temporary rogue signage can really clutter your streets – especially in a housing boom.

Since 1997, National Sign Plazas has rescued high-growth pro-growth cities nationwide from the blight of temporary home builder signage by coordinating residential development systems that communicate the developer’s sales message while unifying visual civic branding.

The NSP Homebuilder Directional Sign Program is a fully-managed no-cost solution that protects your streets from chaotic weekend and offsite home builder signage – without alienating the builders upon whom your economy relies.

- Rein in chaotic signage without alienating builders.
- Generate revenue for your community – at no cost to you.
- Welcome visitors with signage bearing your civic brand.
- Simplify enforcement of temporary signage codes.

Endorsed by the residential development community, our program is designed as an added value to your city’s community development goals, allowing your city to build revenue for investment in other beautification efforts such as public art, landscaping, and wayfinding.

No wonder Waxahachie city manager Michael Scott called our program: “A unique sign solution to the growing problem of homebuilder ‘snipe’ signs.”



Learn more at www.nsp.biz or call (888) 982-1234.

ORDINANCE NO. 2025-04

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, OF THE CITY OF TEXAS CITY, TEXAS, TITLE XV – LAND USE, CHAPTER 155, “SIGNS”, REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; DISPENSING WITH THE CHARTER 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, there is a need to amend The Code of Ordinances of the City of Texas City, Texas, Title XV – LAND USE, Chapter 155 – Signs to make provision for the use of kiosk signs in the City of Texas City, and

WHEREAS, homebuilders and others have need for wayfinding and other signs to guide homebuyers to their new developments.

WHEREAS, the use of “bandit signs” in the rights of way by homebuilders is not compliant with the city sign ordinance and has the potential to be unsightly and distracting.

WHEREAS, the use of a kiosk sign plaza program is a common industry practice which is satisfactory to homebuilders and meets the need to guide potential homebuyers to new developments in an attractive, efficient and consistent manner with minimum burden upon city resources, and

WHEREAS, the City Commission determines that amending the Code of Ordinances of the City of Texas City, Texas, Title XV – Land Use, Chapter 155 – Signs, to make provision for the use of kiosk sign plazas 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. 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.

SECTION 2: The City of Texas City’s Code of Ordinances, Section 155 SIGNS is hereby amended to add Section 155.071 Kiosk Signs as follows:

§ 155.071 Kiosk Signs: The City of Texas City, by duly executed license agreement, shall grant the exclusive right to design, erect, and maintain kiosk signs within the City of Texas City.

- a) Kiosk signs must be designed and constructed according to specifications approved by the Chief Building Official in accordance with applicable codes.
- b) Prior to erecting any kiosk sign, the licensee shall submit a sign location map to the City for approval.
- c) Kiosk signs shall include breakaway design features as required for traffic signs in the street rights-of-way.
- d) Price information is prohibited on kiosk signs.
- e) No signs, pennants, flags, or other devices for visual attention of other appurtenances shall be attached to kiosk signs.
- f) Kiosk signs shall not be illuminated.
- g) Individual sign panels on kiosk signs shall have a uniform design and color.
- h) Kiosk signs shall not interfere with the use of sidewalks, walkways, bike trails, or hiking trails; shall not obstruct the visibility of motorist, pedestrians, or traffic control signs; shall not be installed in the immediate vicinity of street intersections and shall comply with the any visibility triangle as dictated by the City of Waxahachie.
- i) No kiosk sign plaza or sign panel shall be installed within the right-of-way of a state highway without written authorization from the Texas Department of Transportation.
- j) All kiosk signs shall be maintained in like-new condition and shall be free of grass and weeds in surrounding vicinity.
- k) The agreed upon license shall be consistent and comply with this Ordinance.

SECTION 3: This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

SECTION 4: It is hereby declared to be the intention of the City Commission of the City of Texas City, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5: All rights and privileges of the City of Texas City, Texas, are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 6. This Ordinance shall be effective immediately upon the passage, approval and publication as required by law.

PASSED ON FIRST READING this 5th day of February 2025.

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

PASSED ON SECOND READING this 19th day of February 2025.

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

PASSED ON FINALLY ADOPTED this 5th day of March 2025.

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) (d)

Meeting Date: 02/05/2025

GCAD Payment for Annual Appraisal Service

Submitted For: Cynthia Rushing, Finance

Submitted By: Cynthia Rushing, Finance

Department: Finance

Information

ACTION REQUEST

Consideration of and action on City of Texas City Authorizing the payment to Galveston County Appraisal District (GCAD) for the annual property appraisal for the City of Texas City for \$349,284.93 and Budget Amendment for \$85,284.93.

BACKGROUND (Brief Summary)

Each year, GCAD performs the property appraisal service for all properties in the City of Texas.

| Year | Budget | Requisitic | Encumbrance | Actual (Memo) | Available |
|------------------|---------------|------------|---------------|---------------|----------------|
| Fiscal Year 2025 | \$ 264,000.00 | \$ - | \$ 349,284.93 | \$ - | \$ (85,284.93) |
| Fiscal Year 2024 | \$ 264,000.00 | \$ - | \$ - | \$ 261,619.79 | \$ 2,380.21 |
| Fiscal Year 2023 | \$ 264,000.00 | \$ - | \$ - | \$ 222,390.70 | \$ 41,609.30 |
| Fiscal Year 2022 | \$ 240,000.00 | \$ - | \$ - | \$ 263,137.44 | \$ (23,137.44) |

The 2025 fee of \$349K exceeds the budget amount of \$264K, resulting in a budget shortfall of \$85,284.93, which requires a budget amendment.

RECOMMENDATION

Staff request the approval to pay GCAD for the annual appraisal service.

Fiscal Impact

Funds Available Y/N: n

Amount Requested: 349284.93

Source of Funds: GENERAL FUND

Account #: 101101-53690

Fiscal Impact:

Requesting budget amendment for \$85,284.93.

Attachments

GCAD TAX

Ordinance



9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

Phone: (409) 935 - 1980
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

November 01, 2024

Ms. Cynthia Rushing
City of Texas City
Finance Director
P.O. Box 2608
Texas City, TX 77592
crushing@texascitytx.gov

STATEMENT

for

City of Texas City

APPRAISAL DISTRICT SERVICES - FIRST QUARTER 2025

| Year 2025 Allocation | First Quarter Payment |
|----------------------|-----------------------|
| \$349,284.93 | \$87,321.23 |

PAYABLE TO GALVESTON CENTRAL APPRAISAL DISTRICT

MAIL CHECK TO GALVESTON CENTRAL APPRAISAL DISTRICT
9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

PAYMENT DUE December 31, 2024

According to Sec. 6.06(e) of the State Property Tax Code a payment is delinquent if not paid **after 60 days of the due date** and incurs a penalty of 5% and accrues interest at an annual rate of 10%.

ORDINANCE NO. 2025-05

AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET TO APPROPRIATE FUNDS FROM THE PAYMENT TO GALVESTON COUNTY APPRAISAL DISTRICT (GCAD) FOR THE ANNUAL PROPERTY APPRAISAL FOR THE CITY OF TEXAS CITY; 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. 2024-25, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2024-2025; and

WHEREAS, each year, GCAD performs the property appraisal service for all properties in the City of Texas.; and

WHEREAS, the 2025 fee of \$349K exceeds the budget amount of \$264K, resulting in a budget shortfall of \$85,284.93, which requires a budget amendment.

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

SECTION 1: That the facts and matters outlined in the preamble of this Ordinance are hereby found to be accurate and correct.

SECTION 2: The budget for Fiscal Year 2024-2025 of the City of Texas City, Texas, is hereby amended as follows:

| <u>Org</u> | <u>Object</u> | <u>Project</u> | <u>Description</u> | <u>AMOUNT</u> |
|-------------------|----------------------|-----------------------|----------------------------|-----------------------------|
| <u>101</u> | <u>101</u> | <u>53690</u> | <u>GCAD PAYMENT</u> | <u>\$ 349,284.93</u> |

SECTION 3: 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 22nd day of January 2025.

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) (e)

Meeting Date: 02/05/2025

FY 2025 State Homeland Security Program Application Houston-Galveston Area Council

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Patricia Mata, Community Development/ Grant Admin

Department: Community Development/ Grant Admin

Information

ACTION REQUEST

The Commission is requested to review and approve the submission of the grant application for the FY 2025 State Homeland Security Program.

BACKGROUND (Brief Summary)

The Texas Office of the Governor's Public Safety Office (PSO) is inviting applications for projects aimed at preventing terrorism and other catastrophic events, as well as preparing for significant threats and hazards. The Texas City Police Department (TCPD) seeks to use grant funds to purchase a new armored transport vehicle, as the current one no longer meets safety standards. The requested grant amount is \$422,270.00, based on multiple quotes. If awarded, funding will be available in September 2025, with project completion expected by February 2027.

RECOMMENDATION

It is the recommendation of the Director of Community Development to review and approve the submission of the grant applications to the Houston-Galveston Area Council.

Fiscal Impact

Attachments

Application

Resolution



HOUSTON-GALVESTON AREA COUNCIL FY 2025 STATE HOMELAND SECURITY PROGRAM GRANT APPLICATION INSTRUCTIONS AND PROCESS

I. INTRODUCTION

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

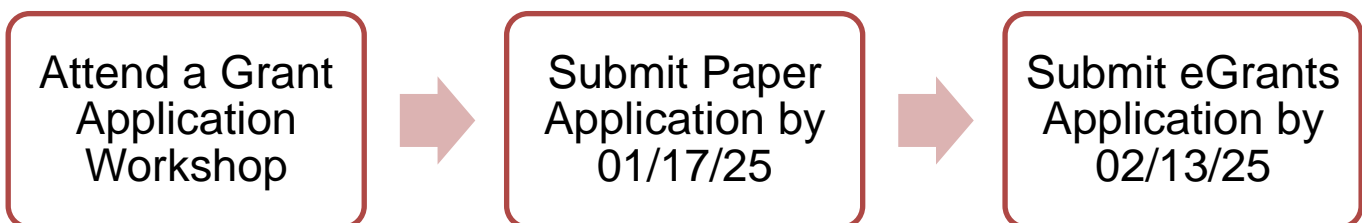
II. PURPOSE

The purpose of this solicitation is to support state, tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities *where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the Stakeholder Preparedness Review (SPR).*

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

III. APPLICATION PROCESS AND **IMPORTANT CHANGES FOR FISCAL YEAR 2025**

Changes to H-GAC's contract with the PSO require a different process for fiscal year 2025. SHSP applicants must complete the following three steps to be recommended for funding:



The paper application and eGrants process will be reviewed at the grant application workshops. *All application materials, including the paper application forms, will be distributed to workshop attendees.* **Failure to complete any of these steps may result in your project not being recommended for funding.** Urban Area Security Initiative (UASI) applicants should take care to not

confuse the State Homeland Security Program process or application materials for the UASI program, materials, or process. UASI applicants should contact the City of Houston for all questions related to that program.

IV. APPLICATION TIMELINE

| | |
|----------------------------------------|----------------------------------------|
| Grant Application Workshops | 12/16/24, 12/19/24, 01/06/25, 01/09/24 |
| eGrants Applications Open | 12/16/24 |
| Paper Applications Due to H-GAC | 01/17/25 |
| eGrants Deadline | 02/13/25 |

V. GRANT APPLICATION WORKSHOPS

| | |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| December 16, 2024, 02:00pm – 03:30pm <u>CLICK FOR WEBINAR REGISTRATION</u> | December 19, 2024, 10:00am – 11:30am <u>CLICK FOR WEBINAR REGISTRATION</u> |
| January 06, 2025, 02:00pm – 03:30pm <u>CLICK FOR WEBINAR REGISTRATION</u> | January 09, 2025, 10:00am – 11:30am <u>CLICK FOR WEBINAR REGISTRATION</u> |

VI. TECHNICAL ASSISTANCE

If after attending a grant application workshop an agency still requires additional assistance with their application(s), they should send a request to:

Justin Riley, CEM
Principal Planner, Public Safety
justin.riley@h-gac.com

RESOLUTION NO. 2025-016

A RESOLUTION AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION FOR THE FISCAL YEAR 2025 STATE HOMELAND SECURITY PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas Office of the Governor's Public Safety Office is inviting applications for projects aimed at preventing terrorism and other catastrophic events, as well as preparing for significant threats and hazards. The Texas City Police Department seeks to use grant funds to purchase a new armored transport vehicle, as the current one no longer meets safety standards.; and

WHEREAS, the requested grant amount is \$422,270.00, based on multiple quotes. If awarded, funding will be available in September 2025, with project completion expected by February 2027.

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

SECTION 1: That the City Commission hereby approves the submission of the grant application for the FY 2025 State Homeland Security Program.

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 February 2025.

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