

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

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS MEETING

AGENDA

WEDNESDAY, JULY 22, 2020 - 4:00 P.M.

PLEASE NOTE:

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

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

To join the telephone audio conference and to give public comment please use the following instructions.

**Dial 1 (877) 853-5257**

**Webinar ID: 964 2915 3946**

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

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

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

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

1. ROLL CALL
2. NEW BUSINESS
  - a. Approve the Texas City Economic Development Corporation Minutes from the May 13, 2020 meeting.
  - b. Consider and take action on Resolution No. 20-18, approving the roofing assistance needed for Mainland Children's Partnership at 2000 Texas Avenue and a budget amendment.
  - c. Consider and take action on Resolution No. 20-19, entering into an agreement with Clark Condon Engineers for design work at State Highway 146 and Palmer Highway and a budget amendment.
  - d. Consider and take action on Resolution No. 20-20, amending Resolution 18-06 authorizing a payment to the Salvation Army in exchange for career training and a budget amendment.

3. UPDATES
4. BOARD COMMENTS
5. ADJOURNMENT

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON JULY 17, 2020, PRIOR TO 4:00 P.M., AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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Texas City Economic Development Corporation

**TCEDC Agenda**

**2. b.**

**Meeting Date:** 07/22/2020

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

**Department:** City Secretary

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**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 20-18, approving the roofing assistance needed for Mainland Children's Partnership at 2000 Texas Avenue.

**BACKGROUND**

The Mainland Children's Partnership (MCP) manages and operates the Community Center located at 2000 Texas Avenue. The Public Facilities is the actual owner of the property, but in an agreement generates no funds from the property - all funds from any leases go to MCP for any maintenance and management with MCP. However, there is insufficient funds in MCP currently to fund the roof repairs. The mayor has made an agreement with the MCP that the Public Facilities Corporation will deed the property if the TCEDC pays roughly one half of the roof repairs. At that point the TCEDC, Public Facilities Corporation and City will no longer have any interest or obligation to assist in the operation of the facility. In the last 10 or so years, the corporations or city has assisted in painting, signage, parking lot repairs, striping, drainage, etc. to assist in keeping the expenses low for the MCP and its tenants. The estimate for the roof repairs would be for the TCEDC to provide roughly \$113,000.

**ANALYSIS**

Budget amendment will come from the Unassigned Fund Balance

**ALTERNATIVES CONSIDERED**

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**Attachments**

Resolution

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ATTEST:

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BOARD SECRETARY

Texas City Economic Development Corporation

**TCEDC Agenda**

**2. c.**

**Meeting Date:** 07/22/2020

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

**Department:** City Secretary

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**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 20-19, entering into an agreement with Clark Condon Engineers for design work at State Highway 146 and Palmer Highway.

**BACKGROUND**

As part of the Livable Center Study, markers and improvements were to extend to 33rd Street and the bridge at that location is now under construction. The design ties into what the I-45/Emmet F. Lowery exchange is. To maintain that theme and to extend the Livable Center impact to the actual entrance to the City at SH146 and Palmer Highway, we have an opportunity to improve the appearance at that intersection with landscaping, lighting, architectural glass "river" and other concrete work under and around the overpass. The overall project is anticipated to cost around \$600,000 and the design and engineering costs are estimated by Clark Condon at \$113,000. This item is to engage Clark Condon in the engineering and design work and to get a firm estimate to approve later on the actual work.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Attachments**

Resolution  
Attachment

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DRAFT

**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 20-19**

**A RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON TO ENTER INTO AN AGREEMENT WITH CLARK CONDON FOR DESIGN AND ENGINEERING WORK AT STATE HIGHWAY 146 AND PALMER HIGHWAY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (TCEDC), duly held on July 22, 2020, a general discussion was held in concerning authorizing the Chairperson or Vice-Chairperson to enter into an agreement with Clark Condon for design engineering of State Highway 146 and Palmer Highway; and

**WHEREAS**, To maintain that theme and to extend the Livable Center impact to the actual entrance to the City at SH146 and Palmer Highway, we have an opportunity to improve the appearance at that intersection with landscaping, lighting, architectural glass "river" and other concrete work under and around the overpass; and

**WHEREAS**, it is estimated that the overall project is anticipated to cost around \$600,000 and the design and engineering costs are estimated by Clark Condon at \$113,000.

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

**SECTION 1:** The Board of Directors of the Texas City Economic Development Corporation hereby approves the engagement and possible signing of an agreement with Clark Condin.

**SECTION 2:** The Chairperson or Vice-Chairperson is hereby authorized to execute any documents necessary for the agreement with COM.

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

**PASSED AND ADOPTED this 22nd day of July 2020.**

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CHAIRPERSON/VICE CHAIRPERSON  
Texas City Economic Development Corporation

ATTEST:

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BOARD SECRETARY  
Texas City Economic Development Corporation

# CLARK CONDON

10401 STELLA LINK ROAD  
HOUSTON, TEXAS 77025

*phone* 713.871.1414 *fax* 713.871.0888

[CLARKCONDON.COM](http://CLARKCONDON.COM)

July 6, 2020  
July 15, 2020 Revised

Doug Kneupper  
City of Texas City  
928 5<sup>th</sup> Ave. North  
Texas City, TX 77592

Re: Texas City – 1764 & 146 Intersection Landscape Aesthetics

Dear Doug,

We are pleased to provide this proposal for landscape architectural design associated with the proposed Texas City – 1764 & 146 Intersection Landscape Aesthetics located in Texas City, Texas. For the purposes of this proposal, you will be referred to as the Client and Clark Condon Associates, Inc. as the Landscape Architect.

**SCOPE OF WORK** – The 1764 & 146 intersection is a major gateway into the city, the design will be based on the previously approved Texas City I-45 Branding and Identity Project. Proposed improvements include branding/identity for Texas City, landscape enhancements, pedestrian hardscape, upgraded lighting, concrete pavers, and irrigation. This scope is based on the previous City theme and material selections.

The Landscape Architect shall be responsible for providing landscape architectural design and documentation services for the project. This shall be accomplished by working closely with the Client and Design Team. The proposed construction budget is \$600,000. Scope of Work includes design and documentation for the following:

1. Branding and identity elements
2. Pedestrian hardscape
3. Planting and irrigation
4. Tree protection and demolition
5. Site/landscape lighting
6. Coordination with Design Team
7. Minor grading to support the landscape design
8. Coordinate meetings with Client, Stakeholders and TxDOT

**PRELIMINARY DESIGN** - The Landscape Architect and Design Team shall prepare Preliminary Design drawings for the project. Drawings shall indicate general concepts, spatial relationships, scale and form, and respond to site conditions, the program, and budget. Services to be provided in this phase include:

1. Visit the site to become familiar with the existing features of the site and the surrounding area.
2. Project management and coordination with Design Team to develop Preliminary Design concepts based on the City branding theme.
3. Organize and schedule 2 meetings with Client and/or authorized representative to review design concepts.
4. Prepare a budgetary construction cost estimate based upon Preliminary Design.
5. Deliverables include rendered plans, elevations and perspectives. A Preliminary Design booklet formatted on 11 x 17 shall be prepared to document the design phase.
6. Site survey and coordination with Design Team.

**DESIGN DEVELOPMENT** – Design Development shall be initiated after the Client's approval of the Preliminary Design. During this phase, we shall refine the design and budgets for the project. Design Development drawings shall depict actual materials, sizes and locations of all landscape elements. Services to be provided in this phase include:

*landscape architecture*

1. Project management and coordination with Design Team.
2. Select materials for all landscape architecture aspects, i.e. walkways, walls, fencing, and plantings.
3. Organize and schedule Client meetings (2 maximum).
4. Prepare cost estimates based on Design Development drawings.
5. Layout irrigation concept and main line.
6. Present to the Client.
7. Prepare an outline specification.
8. Review and coordinate area drain locations and elevations.
9. Indicate landscape lighting fixture locations.
10. The Landscape Architect shall be mutually responsible for meeting ADA requirements.
11. Coordinate electrical, structural, and utility requirements.
12. Provide preliminary tree protection and removal plan and details.
13. Deliverables include site plans at **1" = 20'** scale indicating all hardscape elements i.e. site lighting, branding/identity, sidewalks, and pavers.

**CONSTRUCTION DOCUMENTS** – The Construction Documents phase shall be initiated after the Client’s approval of the Design Development drawings. The Landscape Architect shall prepare Construction Documents and technical specifications for bidding and installation of all landscape architectural elements approved in Design Development. Services to be provided in this phase include:

1. Provide site plans at 1" = 20'-0" scale indicating all pedestrian hardscape elements, walkways, planting plans, and other items approved during the design process.
2. Provide details for all improvements as required for proper construction, installation, or finishing of all landscape components.
3. Prepare layout plans dimensioning all proposed improvements.
4. Coordinate on grading and drainage.
5. Prepare planting plans including all tree, shrub, vine, and groundcover selections for all locations.
6. Prepare irrigation plans including specifications, identification, location and sizing of the irrigation system and its component parts.
7. Coordinate with electrical engineer on site lighting and fixture documentation.
8. Provide tree protection and removal plans, details, and mitigation calculations. Comply with local tree ordinance and coordinate with forestry department for trees removed from the site as necessary.
9. Prepare final construction cost estimate to include unit costs at current construction dollars.
10. Organize and schedule Client meetings (2 maximum).
11. Prepare project manual including contract documents and technical specifications in MasterSpec format.
12. Conduct project QA/QC review with Design Team.
13. Issue signed and sealed permit set, to be issued to the appropriate jurisdictions, i.e. TxDOT, City of Texas City, etc.
14. Submit plans to TDLR for review.
15. Prepare final Construction Documents in reproducible format and digital format, AutoCAD.

**BIDDING** – After completion and approval of the Construction Documents, the Landscape Architect shall assist Client with putting the plans out for public bid. This scope assumes we shall prepare one bid package.

1. Distribute bid documents.
2. Conduct a pre-bid conference.
3. Prepare addenda as necessary.
4. Evaluate bids and make recommendations for contracts.
5. Revise the Construction Documents in a closing addendum, which incorporate any revisions and cost saving items agreed to during the bidding phase.

**CONSTRUCTION PHASE SERVICES** – The Landscape Architect shall provide Construction Phase Services for the project. Services to be provided in this phase include:

1. Perform periodic site visits (approximately 10 visits). The Design Team shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Client, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating the Work, when fully completed, shall be in accordance with the Contract Documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Landscape Architect shall not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.
2. Prepare elementary and supplementary sketches required to resolve field conditions related to design.
3. Review and take appropriate action on submittals, RFIs, and shop drawings submitted by contractors for conformance with the design concept.
4. Tag and inspect plant materials, pre-delivery and on site, to assure conformance with plans and specifications as necessary.
5. Coordinate and conduct a substantial completion walkthrough at the conclusion of the construction and provide a punch list to Contractor to complete the project.
6. Based on site visits, and the data comprising the pay application, the Landscape Architect shall review and certify to Client that to the best of the Landscape Architect's knowledge, information and belief the Work has progressed as indicated and the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.
7. Review change orders for approval by the Client.

**FEE** - The total fee for this project is a lump sum based upon the estimated time and scope for professional services as outlined below, plus reimbursable expenses.

**Basic Services**

Preliminary Design	\$7,500.00
Design Development	\$10,000.00
Construction Documents	\$40,000.00
Bidding	\$5,000.00
Construction Phase Services	<u>\$12,500.00</u>

**Basic Services Total** **\$75,000.00**

**Supplemental Services**

Survey	\$18,200.00
Structural Engineering*	\$3,100.00
Electrical Engineering	<u>\$6,900.00</u>

**Supplemental Services Total** **\$28,200.00**

Reimbursables \$10,500.00

**GRAND TOTAL** **\$113,700.00**

\* Structural Engineering will only be utilized if approved concept requires services. If Structural foundations are required, Geo-Tech will need to be provided.

**REIMBURSABLE EXPENSES** - The Client shall pay the Landscape Architect for the cost of out-of-town travel expenses, messengers, mileage, printing, permit and review fees, services of professional consultants which cannot be quantified at the time of contracting, and other directly related costs. All expenses shall be billed at cost plus 15% to a **maximum of \$10,500.00**.

**ADDITIONAL SERVICES** – We consider additional services to include changes made after a phase of work has been accepted and we have been authorized by the Client to proceed to the next phase or because of Client changes to previous Project budget parameters or Project requirements. An additional services lump sum proposal shall be submitted to the owner for approval prior to the start of any out of scope work.

## HOURLY RATES

Partner	\$350.00/hour
Principal	\$225.00/hour
Senior Associate	\$175.00/hour
Associate	\$125.00/hour
Project Staff	\$100.00/hour
Administrative	\$90.00/hour

Hourly rates shall be reviewed annually and may be increased in accordance with annual salary and cost-of-living reviews.

## EXCLUSIONS TO THE CONTRACT

1. Existing site engineering and utility base information
2. Mechanical and plumbing services
3. Fountain Design and/or Consultant
4. Archeological Investigation
5. Environmental Investigation
6. Geo-Tech Engineering
7. Civil Engineering

**BILLING** - Billing shall be monthly based on the portion of the total estimated fee. Invoices shall be due upon receipt. Clark Condon Associates, Inc. reserves the right to charge the amount of interest allowable under the current laws of the State of Texas on any invoices not paid within thirty (30) days.

**STANDARD OF CARE** – The Landscape Architectural Services shall be performed with care and diligence as is consistent with the professional skill and care applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

**OWNERSHIP OF DOCUMENTS** – The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the “Design Materials”). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

**INDEMNIFICATION** – Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney’s fees, but only to the extent such losses, damages, or expenses are caused by the indemnifying party’s negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

**ASSIGNMENT** – Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of the proceeds.

**GOVERNING LAW** – This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

**JURISDICTION** – The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Board may be reached at the following address:

Texas Board of Architectural Examiners  
P.O. Box 12337, Austin, TX 78711-2337  
Phone (512) 305-9000, Fax (512) 305-8900

**TERMINATION** - If the Client should decide to terminate this Agreement, they shall give Clark Condon Associates, Inc. seven (7) days written notice and shall pay for all services rendered to the date of termination. Clark Condon Associates, Inc. reserves the right to terminate this contract upon fifteen (15) days notice if any amount billed to Client is sixty days past due.

**WAIVER OF SUBROGATION** – To the extent damages are covered by property insurance, the Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement.

**DISPUTE RESOLUTION** - In the event of any Dispute arising out of or relating to this Agreement or the Services, the Parties shall first use their best efforts to settle the Dispute. To this effect, any Party shall send (via electronic mail, facsimile and overnight delivery) a written notice to the other Party that such Dispute exists, which shall include a brief recitation of the nature of the Dispute. Within seven (7) days of the date of such a notice, the senior executives of each Party or their respective parent companies shall consult and negotiate with each other and attempt to reach a solution satisfactory to the Parties. All negotiations pursuant to this section shall be confidential, privileged, and inadmissible in any arbitration or legal proceeding, and shall be treated as compromise and settlement negotiations for all purposes.

If the Dispute is not resolved by negotiation within a period of thirty (30) days of the transmission of the written notice from one Party to the other of the existence of such a Dispute, then both parties agree to mediation with a mutually agreeable mediator, mediation failing, the Dispute shall be finally resolved by litigation in the State District Court of Galveston County, Texas.

**WAIVER OF CONSEQUENTIAL DAMAGES** – The Landscape Architect and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

**LIMITATION OF LIABILITY** – In recognition of the relative risks and benefits of the project to both the Client and the Landscape Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Landscape Architect, and its subconsultants, to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever and claim expenses from other cause or causes, so that the total aggregate liability of the Landscape Architect, and its subconsultants, to all those named shall not exceed the Landscape Architect's total fee for services rendered on this project. Such claims and clauses include, but are not limited to, negligence (including gross negligence), professional errors or omissions, strict liability and breach of warranty.

**COMPLETE AGREEMENT** – This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to

# CLARK CONDON

all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

If this Agreement meets with your approval, please sign in the appropriate place below and return one copy to us. We appreciate the opportunity to submit this proposal to you and look forward to working with you.

Sincerely,



Sheila M. Condon, FASLA  
President/Landscape Architect



Jason Miller, PLA, ASLA, LEED AP  
Principal/Owner

**APPROVED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TCEDC Agenda**

**2. d.**

**Meeting Date:** 07/22/2020

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

**Department:** City Secretary

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**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 20-20, amending Resolution 18-06 authorizing a payment to the Salvation Army in exchange for career training.

**BACKGROUND**

Originally in 2018, the TCEDC entered into an agreement with the Salvation Army to provide \$60,000 for the facility in exchange for job and skill training opportunities in the community. The Salvation Army is still in need of funding for the facility and the mayor would like to provide \$24,400 of additional funding to assist, so we would like to amend the current agreement to provide the additional funding. For simplicity, it is recommended that we provide \$25,000 for a total of \$85,000 of funding (\$60,000 has already been paid) to the Salvation Army for the training. Both the agreement and resolution are attached.

**ANALYSIS**

about \$24,400

**ALTERNATIVES CONSIDERED**

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**Attachments**

Resolution

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DRAFT

**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 20-20**

**A RESOLUTION AMENDING RESOLUTION NO. 18-06 APPROVING AN AGREEMENT WITH THE SALVATION ARMY TO ASSIST WITH CONSTRUCTION OF A FACILITY IN EXCHANGE FOR WORKFORCE TRAINING; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the TCEDC can provide funds to assist various training facilities if they are tied to workforce and involves a community college; and

**WHEREAS**, in 2018, The TCEDC Board entered into an Agreement with the Salvation Army to provide \$60,000.00 for the building of a facility in exchange for job and skill training in the community; and

**WHEREAS**, in the agreement they work with various training groups including the College of the Mainland; and

**WHEREAS**, it is proposed that the TCEDC contributes an additional \$24,400.00 for construction of a new Salvation Army facility in Texas City.

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

**SECTION 1:** The Board of Directors of the Texas City Economic Development Corporation hereby approves an additional contribution to the Salvation Army in the estimated amount of \$24,400.00 to finish the construction of a new facility in Texas City in exchange for workforce training.

**SECTION 2:** The Chairperson or Vice Chairperson is hereby authorized to execute any documents necessary for the purchase of the above described property.

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

**PASSED AND ADOPTED this 22nd day of July 2020.**

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**CHAIRPERSON/VICE CHAIRPERSON**  
Texas City Economic Development Corporation

**ATTEST:**

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**BOARD SECRETARY**  
Texas City Economic Development Corporation