

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, MAY 19, 2021 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE:

Due to the COVID 19 Disaster and the CDC's recommendation regarding social distancing measures the City Commission will meet in person and electronically. 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 who calls in and is interested in speaking on any item on the Agenda must call the number below and sign in to the conference then wait for the Board President to request any public comments. Public comments may not apply to all items on the agenda.

Those who attend in person may sign a "Request to Address City Commission" form and give it to the City Secretary prior to the beginning of the meeting.

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

Dial: +1 346 248 7799 OR 877 853 5257 (Toll Free) OR 888 475 4499 (Toll Free)
Webinar ID: 810 0552 3269

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 participate in public comments.

To view the web presentation or listen to audio without participating, please visit <http://commission.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, upon request.

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) Service Awards

Melissa Schanzer

Police

05/30/2011

10 years

Mark Clark	Parks & Recreation	05/18/2011	10 years
Chad Sullivan	Public Works	05/15/2006	15 years
Veralee Bivens	Parks & Recreation	05/04/2006	15 years
Steven Booker	Public Works	05/13/1996	25 years

Retirement

Douglas Kneupper	Planning	13 years
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- (b) Promotion:
 Battalion Chief Micah Simons
 Captain Royce Medina
 Engineer Louis Lopez
 Engineer Charles Barkman

(5) REPORTS

- (a) Athletic Division (Recreation and Tourism)

(6) PUBLIC HEARING

- (a) Public Hearing for Texas City's 2021 Tax Abatement Guidelines

(7) PRELIMINARY ZONING APPROVAL

(8) PRELIMINARY PLAT APPROVAL

(9) PUBLIC COMMENTS

(10) CONSENT AGENDA

- (a) Approve City Commission Minutes for May 5, 2021 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 21-036 approving Bid No. 2021-100 Emergency Pharmaceuticals, Medical Supplies & Equipment. (Purchasing)
- (c) Consider and take action on Resolution No. 21-037, extending the Mayor's Covid-19 Declaration of Disaster. (Emergency Management)
- (d) Consider and take action on Resolution No. 21-038, approving and adopting the 2021 City of Texas City Tax Abatement Guidelines. (Economic Development)
- (e) Consider and take action on Resolution No. 21-039, approving the Construction Agreement and promissory note with the Texas City Professional Firefighters Union Local 1259 for the construction of a building on a site located at northwest corner of Magnolia Avenue and Elenora Street (33rd Street North). (Legal)

(11) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 21-10, amending Chapter 94, Section 94.025 Junked or Abandoned Vehicles of the Code of Ordinance for the City of Texas City. (Fire Department)
- (b) Consider and take action on Ordinance No. 21-11, amending the City of Texas City's 2020/2021 fiscal year budget to appropriate funds for construction of a building for Texas City Professional Firefighters Union Local 1259. (Finance)

(12) MAYOR'S COMMENTS

(13) COMMISSIONERS' COMMENTS

(14) ADJOURNMENT

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

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON MAY 14, 2021, 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: 05/19/2021

May 2021 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST (Brief Summary)

Service Awards

Melissa Schanzer	Police	05/30/2011	10 years
Mark Clark	Parks & Recreation	05/18/2011	10 years
Chad Sullivan	Public Works	05/15/2006	15 years
Veralee Bivens	Parks & Recreation	05/04/2006	15 years
Steven Booker	Public Works	05/13/1996	25 years

Retirement

Douglas Kneupper	Planning	13 years
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BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 05/19/2021

Promotion: Battalion Chief Micah Simons, Captain Royce Medina, Engineer Louis Lopez, Engineer Charles Barkman

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Promotion:

Battalion Chief Micah Simons

Captain Royce Medina

Engineer Louis Lopez

Engineer Charles Barkman

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(10) (a)

Meeting Date: 05/19/2021

Submitted By: Rhomari Jackson, Management Services

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for May 5, 2021 meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, MAY 5, 2021 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, May 5, 2021, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:01 p.m. by Mayor Dedrick Johnson, Sr.

1. ROLL CALL

Present: Dedrick Johnson, Mayor
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem
Kevin Yackly, Commissioner At-Large
Felix Herrera, Commissioner District 2
Jami Clark, Commissioner District 4

Absent: Keith Henry, Commissioner District 1
Dorthea Jones Pointer, Commissioner District 3

2. INVOCATION

Led by Pastor Stephanie Hughes of St. John's United Methodist Church.

3. PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Thelma Bowie.

4. PROCLAMATIONS AND PRESENTATIONS

a. Older Americans Month 2021

Accepted on behalf of all seniors that participate in the Nessler Center Senior programs.

b. TCPD Bike Team Presentation

A PowerPoint presentation was presented by Officers Sbaschnig and Robison, Captain Rex Spotted Bear and Sergeant House.

5. REPORTS

a. Library Report

Luke Alvey gave a PowerPoint presentation over the Moore Memorial Library's 3-year plan.

6. PUBLIC COMMENTS

There were none.

7. CONSENT AGENDA

- a. Approve City Commission Minutes for April 21, 2021 meeting. (City Secretary)

Vote: 5 - 0 CARRIED

- b. Consider and take action on Resolution No. 21-030, approving Bid No. 2021-403 Lift Station 23 Rehabilitation Project. (Public Works)

Vote: 5 - 0 CARRIED

- c. Consider and take action on Resolution No. 21-031, approving Bid No. 2021-404 1 MG Elevated Water Tank at Lago Mar. (Public Works)

Pulled by Mayor Johnson.

Doug Kneupper, City Engineer, stated that the cost of this project is being split with the developer, Land Tejas.

Motion by Commissioner District 2 Felix Herrera, Seconded by Commissioner At-Large Kevin Yackly

Vote: 5 - 0 CARRIED

- d. Consider and take action on Resolution No. 21-032, awarding the contract for depository banking services to Texas First Bank. (Finance)

Pulled by Commissioner At-Large Kevin Yackly.

Commissioner Yackly questioned why other banks hadn't sent in proposals.

Laura Boyd, Finance Director, stated that local banks were all given equal opportunity to submit proposals and Texas First Bank was the only proposal received.

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

Vote: 5 - 0 CARRIED

- e. Consider and take action on Resolution No. 21-033, denying Texas-New Mexico Power Company's application for approval to amend its distribution costs recovery factor to increase distribution rates within the City and the hiring of Legal Counsel (Lloyd Gosselink Attorneys at Law) and consulting services. (Management Services)

Vote: 5 - 0 CARRIED

- f. Consider and take action on Resolution No. 21-034, approving and adopting the 2021 City of Texas City Tax Abatement Guidelines. (Economic Development)

Vote: 5 - 0 CARRIED

- g. Consider and take action on Resolution No. 21-035, approving the Court Administrator to administratively close all cases older than December 31, 2007, that meet certain criteria. (Municipal Court)

Vote: 5 - 0 CARRIED

8. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 21-09, amending the City of Texas City's 2020/2021 fiscal year budget to appropriate additional funds for construction of the west side elevated water tank. (Finance)

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

Vote: 5 - 0 CARRIED

9. MAYOR'S COMMENTS

Mayor Johnson, Sr. gave kudos to Darcie and her team for the month of May newsletter.

10. COMMISSIONERS' COMMENTS

Commissioner At-Large Yackly encouraged everyone to volunteer at the ARC center.

Mayor Pro Tem Bowie spoke of how wonderful the new STEM and Admin building at the College of the Mainland is.

11. ADJOURNMENT

Having no further business, Commissioner Felix Herrera made a MOTION to ADJOURN at 5:56 p.m.; the motion was SECONDED by Commissioner At Large Kevin Yackly. All present voted AYE. MOTION CARRIED.

DEDRICK JOHNSON, SR., MAYOR

ATTEST:

Rhomari Leigh City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(10) (b)

Meeting Date: 05/19/2021

2021-100 Emergency Pharmaceuticals, Medical Supplies & Equipment

Submitted For: Debbie Gurka, Administration

Submitted By: Debbie Gurka,
Administration

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-036 approving and awarding Bid No. 2021-100 Emergency Pharmaceuticals, Medical Supplies & Equipment Bid.

BACKGROUND

On April 29, 2021 bid packets were mailed to vendors.

ANALYSIS

The low responsible bid (s) are as follows, for the unit price bid:

Section 1:

Section 2:

It is the recommendation of Captain Wendell Wiley, EMS Administrator, to award Bid # 2021-100 Emergency Pharmaceuticals, Medical Supplies and Equipment Contract as shown above; for the unit prices bid and that the Mayor is authorized to execute a contract (s) on behalf of the City Commission.

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(10) (c)

Meeting Date: 05/19/2021

Submitted By: Rhomari Jackson, Management Services

Department: Emergency Management

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-037, extending the Mayor's Covid-19 Declaration of Disaster. (Emergency Management)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 21-037

A RESOLUTION CONTINUING THE DECLARATION OF LOCAL STATE OF DISASTER FOR THE CITY OF TEXAS CITY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City on March 18, 2020, took extraordinary measures resulting from Covid-19; and

WHEREAS, the Mayor of Texas City and City Commission has determined that these extraordinary measures must be taken to protect the citizens of Texas City, and

WHEREAS, the City Commission of Texas City has determined the need to extend the declaration for thirty (30) additional days. Today's Extension will continue until 5:00p.m. June 18, 2021.

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

SECTION: The City Commission of the City of Texas City, Texas pursuant to Texas Government Code Section 418.108(b) hereby consents to continuing the declaration of local state of disaster for the City of Texas City, Texas.

SECTION 2: The declaration of local state of disaster for the City of Texas City, Texas, resulting from Covid-19 is therefore continued.

SECTION 3: This declaration continuing a local state of disaster shall be effective for thirty (30) days on and from its date of issuance, provided however that this declaration may be terminated before the expiration of thirty days by subsequent order of the Mayor, and may be continued or renewed beyond thirty days from its date of issuance only with the consent of the City Commission of the City of Texas City, Texas.

SECTION 4: This declaration continues the activation of the City's Emergency Management Plan.

SECTION 5: This declaration continues the activation of the recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plan and authorizes the furnishing of aid and assistance under the declaration.

SECTION 6: This declaration shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 7: That this declaration shall take effect immediately from and after its issuance.

PASSED AND ADOPTED this 19th day of May 2021.

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

(10) (d)

Meeting Date: 05/19/2021

Submitted For: Garrett McLeod, Management Services

Submitted By: Garrett McLeod, Management Services

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Consider and approve the 2021 City of Texas City Tax Abatement Guidelines.

BACKGROUND

On January 18, 2017, the City of Texas City, Texas elected to renew the tax abatement guidelines by Resolution 17-002. In accordance with Section 312.002 of the Texas Tax Code, we are required to renew our guidelines after two years. City staff has updated the tax abatement guidelines and prepared them for your review and approval.

ANALYSIS

It is the recommendation of the Economic Development Director to approve the renewal of the City of Texas City Tax Abatement Guidelines.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

City of Texas City Tax Abatement Guidelines

RESOLUTION NO. 21-038

A RESOLUTION OF THE CITY OF TEXAS CITY, TEXAS, PROVIDING FOR ELIGIBILITY TO PARTICIPATE IN TAX ABATEMENT; MAKING CERTAIN FINDINGS OF FACT; ADOPTING GUIDELINES AND CRITERIA FOR CERTAIN TAX ABATEMENT AGREEMENTS IN ACCORDANCE WITH CHAPTER 312 OF THE TEXAS TAX CODE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, pursuant to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code (the "Act"), the City of Texas City, Texas (the "City") must elect to become eligible to participate in tax abatement; and

WHEREAS, pursuant to the Act, the adoption of tax abatement guidelines and criteria is necessary prior to the creation of a reinvestment zone and prior to executing a tax abatement agreement; and

WHEREAS, the City previously adopted tax abatement guidelines and criteria on October 16, 2014 by Resolution No. 14-078; and

WHEREAS, the City Commission desires to adopt new tax abatement guidelines and criteria specifically applicable to oil and gas, manufacturing, and other industry related projects; and

WHEREAS, the City Commission finds and determines that the guidelines and criteria hereinafter set out are in the best interest of the City to encourage oil and gas, manufacturing, and other industry related development to the exclusion of others; and

WHEREAS, the City Commission acknowledges that the guidelines and criteria hereinafter set out may be amended or repealed only by a vote of three-fourths (3/4) of the City Commission; and,

WHEREAS, the City Commission reaffirms its absolute discretion to approve or reject any application for tax abatement and subsequent related tax abatement agreements.

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

SECTION 1. Purpose. Chapter 312 of the Texas Tax Code allows, but does not obligate or require, the City to grant a tax abatement on the value added to a particular property on account of a specific development project that meets the eligibility requirements set forth in this policy. In order for the City to participate in tax abatement, the City is required to establish guidelines and criteria governing tax abatement agreements. This policy is intended to set forth those guidelines and criteria for persons or entities interested in receiving a tax abatement from the City. This policy shall expire two (2) years from the date pursuant to Sec.312.002(c) of the Texas Tax Code.

SECTION 2. Adoption of Recitals. The City Commission of the City of Texas City, Texas, hereby adopts the recitals of this Ordinance as outlined above.

SECTION 3. Eligibility Election. Pursuant to the provisions of Section 312.002(a) of the Texas Tax Code, the City of Texas City, Texas previously elected to become eligible to participate in tax abatement by Resolution 14-078 which was considered and adopted at a properly notice public meeting occurring on October 16, 2014.

SECTION 4. Projects Eligible for Tax Abatement. To be eligible for tax abatement under this policy, an industrial development project must meet all of the following minimum tax abatement application criteria:

- i. Must contribute a minimum capital investment of \$1,000,000 to the proposed project;
- ii. Must be eligible to conduct business or otherwise operate in the State of Texas;
- iii. Must be located in the corporate limits of the City of Texas City;
- iv. Must complete a Tax Abatement Application in form approved by the City Commission;
- v. Must tender an application fee of \$500 to the City;
- vi. Must require 40% of its employees to reside within the City of Texas City or within the extra territorial jurisdiction (ETJ) as defined by the City; and
- vii. Must tender to the City a current and active Texas Direct Payment Permit or, in the alternative, obtain a Texas Direct Payment Permit from the Texas

Comptroller of Public Accounts for the direct payment of sales and use tax associated with the construction of improvements associated with the proposed project, and where applicable, shall require its contractors and subcontractors to also file for, or present such permit to the City for the direct payment of sales and use tax associated with the construction of improvements associated with the proposed project.

- viii. The City may grant a Specific Residency Waiver to employees upon receiving an application submitting the request and upon the showing of a specific need. The City may negotiate waivers of the residency requirements in any actual Abatement Agreement approved by the City.

SECTION 5. Duration and Abatement Percentages. The duration of any tax abatement shall be for a maximum of 10 years. The percentage of abatement may be negotiated on a case by case basis, but a guideline will be as follows:

Years 1-3	100% Abatement
Years 4-6	50% Abatement
Years 7-10	25% Abatement

SECTION 6. Severability. In the event that one or more of the provisions contained in this Resolution is for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Resolution shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Ordinance, which shall remain in full force and effect.

PASSED AND ADOPTED this 19th day of May 2021.

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 of Texas City
Tax Abatement Guidelines
2021

SECTION 1. Purpose. Chapter 312 of the Texas Tax Code allows, but does not obligate or require, the City to grant a tax abatement on the value added to a particular property on account of a specific development project that meets the eligibility requirements set forth in this policy. In order for the City to participate in tax abatement, the City is required to establish guidelines and criteria governing tax abatement agreements. This policy is intended to set forth those guidelines and criteria for persons or entities interested in receiving a tax abatement from the City. This policy shall expire two (2) years from the date pursuant to Sec.312.002(c) of the Texas Tax Code.

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SECTION 3. Eligibility Election. Pursuant to the provisions of Section 312.002(a) of the Texas Tax Code, the City of Texas City, Texas previously elected to become eligible to participate in tax abatement by Resolution 14-078 which was considered and adopted at a properly notice public meeting occurring on October 16, 2014.

SECTION 4. Projects Eligible for Tax Abatement. To be eligible for tax abatement under this policy, an industrial development project must meet all of the following minimum tax abatement application criteria:

- i. Must contribute a minimum capital investment of \$1,000,000 to the proposed project;
- ii. Must be eligible to conduct business or otherwise operate in the State of Texas;
- iii. Must be located in the corporate limits of the City of Texas City;
- iv. Must complete a Tax Abatement Application in form approved by the City Commission;
- v. Must tender an application fee of \$500 to the City;
- vi. Must require 40% of its employees to reside within the City of Texas City or within the extra territorial jurisdiction (ETJ) as defined by the City; and
- vii. Must tender to the City a current and active Texas Direct Payment Permit or, in the alternative, obtain a Texas Direct Payment Permit from the Texas Comptroller of Public Accounts for the direct payment of sales and use tax associated with the construction of improvements associated with the proposed project, and where applicable, shall require its contractors and subcontractors to also file for, or present such permit to the City for the direct payment of sales and use tax associated with the construction of improvements associated with the proposed project.
- viii. The City may grant a Specific Residency Waiver to employees upon receiving an application submitting the request and upon the showing of a specific need. The City may negotiate waivers of the residency requirements in any actual Abatement Agreement approved by the City.

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Years 1-3	100% Abatement
Years 4-6	50% Abatement
Years 7-10	25% Abatement

SECTION 6. Severability. In the event that one or more of the provisions contained in this Resolution is for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Resolution shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Ordinance, which shall remain in full force and effect.

**APPLICATION FOR PROPERTY TAX ABATEMENT
CITY OF TEXAS CITY, TEXAS
(INDUSTRY)**

APPLICATION INSTRUCTIONS

If an Applicant's proposed development qualifies for Tax Abatement pursuant to the initial eligibility criteria established by the City Commission of the City of Texas City, Texas ("City"), as may be amended, the Applicant for Tax Abatement must complete an Application for Property Tax Abatement and submit it, along with all required attachments (collectively the "Application"), to the City Secretary. The Application will become part of any subsequent tax abatement agreement, if approved, and any knowingly false representations by the Applicant or its representatives will be grounds to void or otherwise terminate any tax abatement agreement based on the information contained herein or other agreement authorized and executed in conjunction with a tax abatement agreement. The Applicant must verify that the property subject to the tax abatement is located within the corporate limits of the City of Texas City, Texas ("City").

APPLICATION FEE

Upon the Applicant's submission of the Application, the Applicant must also pay a non-refundable application fee of \$500. The application fee and payment terms for industry related tax abatements shall be determined by the City ("Application Fee").

DISCLOSURE

The City Commission retains the sole authority to approve or deny any Tax Abatement Agreement and is under no obligation to approve any Application or proposed Tax Abatement Agreement.

The City Commission's adoption of tax abatement guidelines and criteria does not (1) limit the City Commission's discretion to decide whether to enter into a specific tax abatement agreement; (2) limit the City Commission's discretion to delegate to its employees the authority to determine whether or not the City Commission should consider a particular application or request for tax abatement; or (3) create any property, contractual, or other legal right of the applicant, person, or entity to have the City Commission consider or grant a specific tax abatement application.

CONFIDENTIALITY

Pursuant to Texas Tax Code Sec. 312.003, information the Applicant provides to the City in connection with its application or request for a tax abatement under Chapter 312 of the Texas Tax Code that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which the Applicant seeks a tax abatement is confidential and not subject to public disclosure until the tax abatement agreement is executed. The Applicant's information in the custody of the City after the agreement is executed is not confidential under this section.

APPLICANT INFORMATION

APPLICATION DATE: _____

COMPANY NAME: _____

COMPANY'S HEADQUARTERS ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____

COMPANY'S LOCAL ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

LOCAL TELEPHONE: _____ **LOCAL FAX:** _____

- BUSINESS ENTITY:**
- | | | | |
|--------------------------|---------------------------|--------------------------|-------------|
| <input type="checkbox"/> | Sole Proprietor | <input type="checkbox"/> | DBA |
| <input type="checkbox"/> | Partnership | <input type="checkbox"/> | Corporation |
| <input type="checkbox"/> | Limited Liability Company | <input type="checkbox"/> | Other |

If "PARTNERSHIP," please explain in detail applicant's partnership structure:

If "DBA" or "OTHER," please explain in detail the applicant's business entity structure:

State of Incorporation: _____ Years in Galveston County? _____

Is the Applicant authorized to do business in the state of Texas? YES NO

Has the Applicant ever filed for bankruptcy? YES NO

(continued on next page)

If "YES", please explain in detail the applicant's bankruptcy history including but not limited to dates and bankruptcy court(s) having jurisdiction over any bankruptcy proceedings.

REGISTERED AGENT:

REGISTERED AGENT NAME: _____

BUSINESS / FIRM: _____

AGENT'S ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **EMAIL:** _____

COMPANY REPRESENTATIVE AUTHORIZED FOR APPLICANT:

NAME: _____

TITLE: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **EMAIL:** _____

(continued on next page)

AUTHORIZED COMPANY OFFICIAL:

NAME: _____

TITLE: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **EMAIL:** _____

AUTHORIZED SIGNATURE ON BEHALF OF APPLICANT: _____

BY SIGNING THIS APPLICATION, THE APPLICANT AND ITS AUTHORIZED COMPANY OFFICIAL REPRESENT TO THE CITY OF TEXAS CITY, TEXAS THAT THE INFORMATION CONTAINED HEREIN IS TRUTHFUL, ACCURATE, AND CORRECT. THE APPLICANT AND ITS AUTHORIZED COMPANY OFFICIAL FURTHER UNDERSTAND THAT ANY CHANGES TO THE INFORMATION CONTAINED HEREIN REQUIRE THE APPLICANT OR ITS AUTHORIZED COMPANY OFFICIAL TO NOTIFY THE CITY OF TEXAS CITY, TEXAS WITHIN THIRTY (30) DAYS.

PROJECT INFORMATION

- PROJECT CATEGORY:** (choose all that apply)
- Warehouse
 - Manufacturing
 - Research & Development
 - Regional Distribution
 - Regional Service Center
 - General Office Building(s)
 - Other

If "OTHER," please describe in detail the type of project or facility:

- PROJECT TYPE:** (choose all that apply)
- New Facility or Structure
 - Expansion of Existing Facility or Structure
 - Modernization of Existing Facility or Structure
 - Other

PROJECT LOCATION:

PHYSICAL ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

MAILING ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PROJECT LEGAL DESCRIPTION:

Is the Applicant the owner of the real property where the Project will be located? YES NO

If "NO," does the Applicant have an executed lease for the real property where the Project will be located? YES NO

** Please submit a map, survey or plat of the project's legal description with the application.*

TAX ACCOUNT NUMBERS: _____ **NAICS #:** _____

REINVESTMENT ZONE INFORMATION:

Is the Project already located in a tax reinvestment zone? YES NO

If "YES", identify the jurisdiction and state the date the tax reinvestment zone was created? _____

If "NO," does the Applicant have a metes and bounds survey of the real property for the necessary reinvestment zone? YES NO

** Please submit a map of the proposed reinvestment zone with the application, if applicable.*

(continued on next page)

OTHER TAX ABATEMENTS:

Does Applicant intend on seeking tax abatement from Galveston county? YES NO

Does Applicant intend on seeking a Chapter 313 Property Value Limitation Agreement with a school district? YES NO

SCHOOL DISTRICT(S): _____

PRIOR TAX ABATEMENT INFORMATION:

Has the Applicant previously received tax abatement from the City? YES NO

If "YES", date(s) tax abatement agreement(s) executed? _____

Has the Applicant already requested a tax abatement or property value limitation for this Project from another taxing jurisdiction? YES NO If "YES", please provide the following information:

1. Name of each taxing jurisdiction & contact? _____

2. Date(s) for each tax abatement application: _____

3. Date(s) for upcoming public hearing(s) relating to tax abatement application(s)? _____

4. Date each tax abatement agreement was considered by another taxing jurisdiction? _____

5. Date each tax abatement agreement executed? _____

Has applicant included copies of its previous tax abatement applications or prior agreements with this application? YES NO

If "NO", does the Applicant agree to supplement its application with copies of its previous tax abatement applications or agreements? YES NO

If "NO," please describe in detail why not?

Has any taxing jurisdiction issued the Applicant a letter of intent (LOI) to enter into a tax abatement?? YES NO

If "YES", identify the jurisdiction issuing the LOI:

Has applicant included copies of its LOIs with this application? YES NO

If "NO", does the Applicant agree to supplement its application with copies of its LOIs? YES NO

If "NO," please describe in detail why not?

ECONOMIC INFORMATION

What year does the Applicant request tax abatement begin? _____

How many years does the Applicant request tax abatement to continue? _____
(10 year maximum)

CONSTRUCTION ESTIMATES:

Start Month/Year: ____/____ Contract Amount \$_____

Completion Date: ____/____ Peak Construction Jobs: ____ Construction Man-Years: ____

IF MODERNIZATION:

Estimated current economic life of existing structure: _____years

Added economic life from modernization: _____years

PERMANENT JOB CREATION AND RETENTION OF EXISTING PERMANENT JOBS IN GALVESTON COUNTY?

Current employment: _____

Jobs to be retained: _____

Jobs to be created after three (3) years from contract inception: _____ at Jan. 1, 20____

TEXAS CITY RESIDENCY REQUIREMENTS:

Does the Applicant agree to require its senior executive employees, project managers, and other employees receiving compensation in the top 25th percentile to relocate to the City of Texas City or its extraterritorial jurisdiction? YES NO

If "NO," explain why not: _____

STATED APPRAISED VALUE ON SITE:

<u>STATED APPRAISED VALUE ON SITE</u>	LAND	IMPROVEMENTS	TOTAL
Value as of January 1 st preceding abatement (per Galveston County Appraisal District Records and Account Number)	\$ _____	\$ _____	\$ _____
<u>Stated</u> value of new abatable investment (Buildings)	\$ _____	\$ _____	\$ _____
<u>Stated</u> value of new abatable fixed and in place machinery and equipment	\$ _____	\$ _____	\$ _____
<u>Stated</u> value not subject to abatement (e.g. inventory)	\$ _____	\$ _____	\$ _____
<u>Stated</u> value of property subject to ad valorem tax at end of abatement	\$ _____	\$ _____	\$ _____

DIRECT TAX PAYMENT PERMIT: *(Minimum of \$800,000.00 annually in taxable items required)*

Does the Applicant agree to obtain a Texas Direct Payment Permit from the Texas Comptroller in conjunction with the Applicant's construction of its Project? YES NO

If "NO," explain why not: _____

PAYMENTS IN LIEU OF TAXES (PILOTs):

Is the Applicant willing to participate in payments in lieu of taxes to the City to offset the tax abatement?

YES NO

VARIANCE:

Is the Applicant seeking a variance to the tax abatement guidelines?

YES NO

If "YES", attach a letter requesting and justifying the basis for the variance along with any other supplemental information that may be relevant to your request.

FOR INTERNAL USE ONLY

APPLICATION RECEIVED ON: _____

APPLICATION RECEIVED BY: _____ **TITLE:** _____

APPLICATION FEE RECEIVED ON: _____

TAX ABATEMENT TERMS APPROVED (subject to execution of tax abatement agreement):

CITY COMMISSION REGULAR MTG

(10) (e)

Meeting Date: 05/19/2021

Submitted By: Justin Herter, City Attorney Office

Department: City Attorney Office

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-039, approving the Construction Agreement and promissory note with the Texas City Professional Firefighters Union Local 1259 for the construction of a building on a site located at northwest corner of Magnolia Avenue and Elenora Street (33rd Street North). (Legal)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(11) (a)

Meeting Date: 05/19/2021

Submitted For: David Zacherl, Fire Department

Submitted By: Rhomari Jackson, Management Services

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. 21-10, amending Chapter 94, Section 94.025 Junked or Abandoned Vehicles of the Code of Ordinance for the City of Texas City.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 21-10

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, OF THE CITY OF TEXAS CITY, TEXAS, TITLE IX. GENERAL REGULATIONS, CHAPTER 94, "HEALTH AND SANITATION", SECTION: JUNKED OR ABANDONED VEHICLES; 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 IX. General Regulations, Chapter 94, Health and Sanitation, Section: Junked or Abandoned Vehicles, so that the Code complies with revisions to the Texas Transportation Code, Chapter 683, Section 683.071.

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

SECTION 1: That the City Commission approves amendment of Chapter 94, Health and Sanitation, Section: Junked or Abandoned Vehicles.

SECTION 2: That **The Code of Ordinances of the City of Texas City, Texas**, Chapter 94, Health and Sanitation, Section: Junked or Abandoned Vehicles, is hereby amended to read and provide as follows:

"TITLE IX. GENERAL REGULATIONS"

Sec. 94.025 is amended to read as follows:

Sec. 94.025 JUNKED OR ABANDONED VEHICLES

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED MOTOR VEHICLE. A vehicle is abandoned if the motor vehicle:

- (a) Is inoperable, is more than five years old, and has been left unattended on public property for more than 48 hours;
- (b) Has remained illegally on public property for more than 48 hours;
- (c) Has remained on private property without the consent of the owner or person in charge of the property for more than 48 hours;
- (d) Has been left unattended on the right-of-way of a designated county, state, or federal highway for more than 48 hours;
- (e) Has been left unattended for more than 24 hours on the right-of-way of a turnpike project

constructed and maintained by the Texas Turnpike Authority division of the Texas Department of Transportation of a controlled access highway; or

(f) Is considered an abandoned vehicle under Section 644.153(r).

ANTIQUÉ CAR. A passenger car or truck that is at least 35 years old.

DEMOLISHER. Any person whose business is to convert a motor vehicle into processed scrap or scrap metal or otherwise to wreck or dismantle motor vehicles.

JUNKED VEHICLE. A vehicle that is self-propelled and:

(a) Does not have lawfully attached to it:

1. An unexpired license plate; or
2. Does not display a license plate, or
3. A valid motor vehicle inspection certificate.

(b) Is:

1. Wrecked, dismantled or partially dismantled, or discarded; or
2. Inoperable and has remained inoperable for more than:
 - a. Seventy-two consecutive hours, if the vehicle is on public property; or
 - b. Thirty consecutive days, if the vehicle is on private property.

(c) An aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under FAA aircraft registration regulations.

(d) A watercraft that:

1. Does not have lawfully on board an unexpired certificate of number, and
2. Is not a watercraft described by Section 31.055, Parks and Wildlife Code.

(B) *Declaration of nuisance; violations.*

(1) An abandoned vehicle, junked vehicle or vehicle part that is located in a place where it is visible from a public place or public right-of-way is detrimental to the safety and welfare of the general public, tends to reduce the value of private property, invites vandalism, creates fire hazards, constitutes an attractive nuisance creating a hazard to the health and safety of minors, and is detrimental to the economic welfare of the city by producing urban blight adverse to the maintenance and continuing development of the city, and is a public nuisance.

(2) Any person commits an offense if that person maintains a public nuisance as determined under this section.

(3) A complaint concerning a public nuisance shall be filed in the Municipal Court of the city if the public nuisance, as provided under this section, is not removed and abated and a hearing is not requested

within the ten-day period provided by divisions (D)(1) and (D)(2) below.

(C) *Responsibility for administration; right of entry; abatement policy.* The Marshal's Office Chief Administrator, or a city employee under his or her direction, shall administer the provisions of this section; except that, the removal of vehicles or vehicle parts from property may be by any other authorized person. The Marshal's Office Chief Administrator, or a city employee under his or her direction, shall have authority to enter upon any private property for the purposes specified in this section, to examine vehicles or vehicle parts, obtain information as to the identity of the vehicle, and remove or cause the removal of a vehicle or vehicle part that constitutes a nuisance. It is the policy of the city to abate and remove abandoned vehicles, junk vehicles or vehicle parts as public nuisances from private property, public property or public rights-of-way and to implement the abatement and removal by the use of the procedures established in this section.

(D) *Order to remove; hearing; removal and disposition by city.* Whenever it shall be determined that an abandoned vehicle, junked vehicle or vehicle part is located in a place where it is visible from a public place or public right-of-way, thereby constituting a public nuisance:

(1) For a nuisance on private property, the Marshal's Office Chief Administrator shall give not less than a ten-day notice, stating the nature of the public nuisance on private property, that it must be removed and abated within ten days, and that a request for a hearing must be made to the Marshal's Office Chief Administrator before expiration of the ten-day period. The notice must be mailed by certified mail, with a five-day return requested, to the owner or occupant of the private premises on which the public nuisance exists, and to the last known registered owner of the nuisance and each lienholder of record of the nuisance. If the notice is returned undelivered by the United States Post Office, official action to abate the nuisance shall be continued to a date not earlier than the eleventh day from the date of such return;

(2) For a nuisance on public property, the Marshal's Office Chief Administrator shall give not less than a ten-day notice, stating the nature of the public nuisance on public property or on a public right-of-way, that it must be removed and abated within ten days, and that a request for a hearing must be made to the Marshal's Office Chief Administrator before expiration of the ten-day period. The notice must be mailed by certified mail, with a five-day return requested, to the owner or occupant of the public premises or to the owner or occupant of the premises adjacent to the public right-of-way on which such public nuisance exists, and to the last known registered owner of the nuisance and each lienholder of record of the nuisance. If the notice is returned undelivered by the United States Post Office, official action to abate the nuisance shall be continued to a date not earlier than the eleventh day from the date of such return;

(3) A public hearing is required before the removal of the vehicle or vehicle part as a public nuisance. If a public hearing is requested by the owner or occupant of the public or private premises, or by the owner or occupant of the premises adjacent to the public right-of-way on which the vehicle is located, it shall be held before the Texas City Municipal Court of Record, prior to the removal of the vehicle or vehicle part as a public nuisance, at a time to be set by him or her, but not earlier than the eleventh day after the date of the service of notice to abate the nuisance. An order of the Texas City Municipal Court of Record requiring the removal of the vehicle or vehicle part must include a description of the vehicle and the correct identification number and license number of the vehicle, if the information is available at the site;

(4) When no public hearing is requested by the owner or occupant of the premises where the public nuisance exists, upon the expiration of the period of time set forth in divisions (D)(1) and (D)(2) above, the

Marshal's Office Chief Administrator shall enter an order requiring the removal of the vehicle or vehicle part, the order to include a description of the vehicle or vehicle part and the correct identification number and license number of the vehicle, if available at the site;

(5) Within five days after the date of the removal, notice shall be given to the State Department of Highways and Public Transportation identifying the vehicle or vehicle part; and

(6) A junked vehicle or vehicle part may be disposed of by removal to a scrap yard or demolisher for processing as scrap or salvage.

(7) The relocation of a previously noticed junked vehicle or vehicle part under this section to another location, where it remains in violation of this ordinance, shall be considered an unlawful continuance and shall remain subject to the abatement proceedings.

(E) *Reconstruction of removed vehicles prohibited.* After removal of any such junked vehicle, it shall not thereafter be reconstructed or made operable.

(F) *Exemptions.* The provisions of this section shall not apply to:

(1) A vehicle or vehicle part which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property;

(2) A vehicle or vehicle part which is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or a junkyard; and

(3) Unlicensed operable or inoperable antique or special interest vehicles stored by a collector on the collector's property; provided that, the vehicles and the outdoor storage areas are maintained in such a manner that they do not constitute a health hazard and are screened from ordinary public view by means of a fence, rapidly growing trees, shrubbery or other appropriate means.

(G) *Administrative personnel; persons authorized to remove vehicles.* The administration of the procedures provided by this section shall be accomplished by regular, salaried, full-time employees of the city; except that, the removal of vehicles or vehicle parts from property may be by any other duly authorized person.

(H) *Open storage of abandoned vehicles.* It shall be unlawful for the owner or occupant of any building, structure or property within the city, regardless of how zoned by Ch. 160 of this code of ordinances, to utilize the premises of the property for the open storage of any abandoned motor vehicle. It shall be the duty and responsibility of every owner or occupant to remove from the premises all abandoned motor vehicles upon notice from the designated official of the city. For the purpose of this section, an **ABANDONED MOTOR VEHICLE** is defined as one that does not have attached to it a valid license plate and inspection sticker duly issued to the vehicle, is in a state of disrepair, or is incapable of being removed under its own power. The provisions of this division (H) shall not apply to any duly licensed junk dealer operating under and in compliance with Ch. 114 of this code of ordinances.

(1998 Code, § 62-112) (Ord. 04-32, passed 7-21-2004) Penalty, see § [94.999](#)

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are hereby

expressly repealed to the extent of such conflict.

SECTION 4: That, in the event any section, clause, sentence, paragraph, or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

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

PASSED AND ADOPTED this 19th day of May 2021.

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

Ord 13-52

Meeting Date: 05/19/2021

Amend the fiscal year 2020/2021 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider approval of a request to amend the fiscal year 2020-2021 budget to appropriate funds for construction of a building for Texas City Professional Firefighters Union Local 1259.

BACKGROUND

Resolution No. 21-039, is for the Construction Agreement and Promissory Note with the Texas City Professional Firefighters Union Local 1259 for the construction of a building on a site located at the northwest corner of Magnolia Avenue and Elenora Street (33rd Street North).

A budget amendment is required to account for the construction of the building and the receivable due to the City from Texas City Professional Firefighters Union Local 1259 (TCPFU).

The construction of the building will be funded from the City's General Fund unassigned balance and the \$500,000 loan will be paid back to the General Fund by TCPFU with a down payment of \$25,000 and then monthly payments of \$1,400 each.

Construction agreement and promissory note are attached.

ANALYSIS

Budget Amendment:

General Fund (Fund 101):

Land and Building Improvements -TCPFU building	\$500,000.00
Unassigned Fund Balance	(\$500,000.00)

Receivable Due from TCPFU	\$500,000.00
Loan Payments	(\$500,000.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Construction Agreement
Promissory Note
Construction Agreement
Promissory Note
Construction Agreement

CONSTRUCTION AGREEMENT

1. **Parties to the Agreement.** This agreement is between the Texas City Professional Firefighters Union Local 1259 (TCPFU), located in Texas City, Texas, and the City of Texas City. For the purposes of this agreement, Texas City Professional Firefighters Union Local 1259 will be designated as "TCPFU" and the City of Texas City will be designated as "City".

2. **The Work to be Done.** By the terms of this agreement, TCPFU will cause to be designed a new building, as follows:

A. The cost to create construction documents is included in the current project budget.

B. The building contractor will be determined through a competitive sealed bid process facilitated by the City.

C. The building will be City permitted and constructed to meet all applicable codes including, but not limited to, IBC, IECC, FEMA, NEC, ADA and TOI Windstorm Certified. The building design will incorporate features for maximum security and minimum potential damage from high winds and flood water.

D. The City oversee and manage the construction of the building.

E. The building will be constructed on a site located at the northwest corner of Magnolia Avenue and Elenora Street (33rd Street North).

3. **Consideration.** The total cost of the building project will not exceed the current estimate of \$500,000.00 (budgeted amount). TCPFU will make a five percent (5%) down payment of \$25,000.00. Any expenditures that exceed the budgeted amount will be paid one hundred percent (100%) by TCPFU.

4. **Financing of Project.**

A. TCPFU will execute a Promissory Note (copy attached) to the City for the amount of \$500,000.00 and the City will finance the project via a long-term zero interest loan to TCPFU, with details as follows:

i. On date of signing this Agreement, TCPFU will make down payment of five percent (5%) of the budgeted amount or \$25,000.00.

ii. After the initial \$25,000.00 down payment, TCPFU will make payments on the \$500,000.00 Promissory Note, beginning on June 1, 2021, in the amount of \$1400.00 monthly, until the entire balance is paid in full.

5. **Ownership.** Once completed, all improvements will be owned by the TCPFU.

6. **Remedies of Parties.** If TCMFA or City is displeased with any facet of work or performance by the other party, either TCMFA or City has the option of terminating the contract. The procedure for this is as follows:

A. The party with a grievance will first notify the other party with a registered letter detailing the problem(s).

B. The party receiving the letter will have four (4) weeks from the letter date to respond and offer a solution.

C. If the proposed solution is satisfactory to the other party, the problem must be corrected within two (2) weeks.

D. If the solution is unsatisfactory or if, at the end of two weeks, the issue has not been resolved, the aggrieved party has the option of unilaterally canceling this agreement.

E. If the agreement is canceled, monies due from one party to the other must be paid promptly. City is not required to refund monies for items partially complete and may bill for items in progress that were not previously billed.

7. **Use.**

TCPFU will be the responsible for the upkeep and maintenance of the facility, including this new building and will continue to control the activities. The building may be utilized by the City upon TCPFU's approval.

8. **Venue.** Any litigation must be filed and based in Galveston County, Texas.

9. **Signatories to the Agreement.** The following persons declare by their signatures that they are legally empowered to sign this agreement for TCPFU and City, respectively, and they by their signatures approve all of the elements of this agreement.

EXECUTED on this ____ day of _____, 2021.

**Texas City Professional Firefighters
Union Local 1259**

City of Texas City, Texas

By: _____
_____, President

By: _____
Dedrick Johnson, Sr. Mayor

PROMISSORY NOTE

\$500,000.00

TEXAS CITY, TEXAS

May ____, 2021

FOR VALUE RECEIVED, **Texas City Professional Firefighters Union Local 1259 (TCPFU)** promises to pay to the order of the **City of Texas City (City)** at 1801 - 9th Avenue North, Texas City, Texas 77590, the principal sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) with no interest thereon, principal payable in monthly installments of Fourteen Hundred and No/100 Dollars (\$1400.00).

The first of said installments is to become payable on the ____ day of June, 2021, and a like installment to become payable on the same day of each month thereafter until this note has been fully paid. The failure to pay any one of said installment, or any part thereof, when due, shall, at the option of the holder of this Note, mature all of the unpaid balance due on this Note.

If default be made on this note and if the same be placed in the hands of an attorney for collection, or if collected by suit or through the Probate or Bankruptcy Court, or if any action of foreclosure be had hereon, fifteen percent (15%) shall be added to the principal and interest still unpaid as attorney's fees.

The maker and all endorsers, guarantors, and sureties of this note severally waive presentment or payment, demand, notice of intent to accelerate and notice of acceleration. The payee or holder of this note may at any time, upon the request of or by agreement with any of us, extend the date of maturity hereof without notice to any of the other makers, sureties, endorsers or guarantors who shall remain bound for the payment hereof.

The undersigned shall have the right to prepay all or any part of this note at any time without penalty.

**TEXAS CITY PROFESSIONAL
FIREFIGHTERS UNION LOCAL 1259**

By: _____,
_____, President

CONSTRUCTION AGREEMENT

1. **Parties to the Agreement.** This agreement is between the Texas City Professional Firefighters Union Local 1259 (TCPFU), located in Texas City, Texas, and the City of Texas City. For the purposes of this agreement, Texas City Professional Firefighters Union Local 1259 will be designated as “TCPFU” and the City of Texas City will be designated as “City”.

2. **The Work to be Done.** By the terms of this agreement, TCPFU will cause to be designed a new building, as follows:

A. The cost to create construction documents is included in the current project budget.

B. The building contractor will be determined through a competitive sealed bid process facilitated by the City.

C. The building will be City permitted and constructed to meet all applicable codes including, but not limited to, IBC, 1ECC, FEMA, NEC, ADA and TOI Windstorm Certified. The building design will incorporate features for maximum security and minimum potential damage from high winds and flood water.

D. The City oversee and manage the construction of the building.

E. The building will be constructed on a site located at the northwest corner of Magnolia Avenue and Elenora Street (33rd Street North).

3. **Consideration.** The total cost of the building project will not exceed the current estimate of \$500,000.00 (budgeted amount). TCPFU will make a five percent (5%) down payment of \$25,000.00. Any expenditures that exceed the budgeted amount will be paid one hundred percent (100%) by TCPFU.

4. **Financing of Project.**

A. TCPFU will execute a Promissory Note (copy attached) to the City for the amount of \$500,000.00 and the City will finance the project via a long-term zero interest loan to TCPFU, with details as follows:

i. On date of signing this Agreement, TCPFU will make down payment of five percent (5%) of the budgeted amount or \$25,000.00.

ii. After the initial \$25,000.00 down payment, TCPFU will make payments on the \$500,000.00 Promissory Note, beginning on June 1, 2021, in the amount of \$1400.00 monthly, until the entire balance is paid in full.

5. **Ownership.** Once completed, all improvements will be owned by the TCPFU.

6. **Remedies of Parties.** If TCMPA or City is displeased with any facet of work or performance by the other party, either TCMPA or City has the option of terminating the contract. The procedure for this is as follows:

A. The party with a grievance will first notify the other party with a registered letter detailing the problem(s).

B. The party receiving the letter will have four (4) weeks from the letter date to respond and offer a solution.

C. If the proposed solution is satisfactory to the other party, the problem must be corrected within two (2) weeks.

D. If the solution is unsatisfactory or if, at the end of two weeks, the issue has not been resolved, the aggrieved party has the option of unilaterally canceling this agreement.

E. If the agreement is canceled, monies due from one party to the other must be paid promptly. City is not required to refund monies for items partially complete and may bill for items in progress that were not previously billed.

7. **Use.**

TCPFU will be the responsible for the upkeep and maintenance of the facility, including this new building and will continue to control the activities. The building may be utilized by the City upon TCPFU's approval.

8. **Venue.** Any litigation must be filed and based in Galveston County, Texas.

9. **Signatories to the Agreement.** The following persons declare by their signatures that they are legally empowered to sign this agreement for TCPFU and City, respectively, and they by their signatures approve all of the elements of this agreement.

EXECUTED on this ____ day of _____, 2021.

**Texas City Professional Firefighters
Union Local 1259**

City of Texas City, Texas

By: _____
_____, President

By: _____
Dedrick Johnson, Sr. Mayor

PROMISSORY NOTE

\$500,000.00

TEXAS CITY, TEXAS

May ____, 2021

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If default be made on this note and if the same be placed in the hands of an attorney for collection, or if collected by suit or through the Probate or Bankruptcy Court, or if any action of foreclosure be had hereon, fifteen percent (15%) shall be added to the principal and interest still unpaid as attorney's fees.

The maker and all endorsers, guarantors, and sureties of this note severally waive presentment or payment, demand, notice of intent to accelerate and notice of acceleration. The payee or holder of this note may at any time, upon the request of or by agreement with any of us, extend the date of maturity hereof without notice to any of the other makers, sureties, endorsers or guarantors who shall remain bound for the payment hereof.

The undersigned shall have the right to prepay all or any part of this note at any time without penalty.

**TEXAS CITY PROFESSIONAL
FIREFIGHTERS UNION LOCAL 1259**

By: _____,
_____, President

CONSTRUCTION AGREEMENT

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D. If the solution is unsatisfactory or if, at the end of two weeks, the issue has not been resolved, the aggrieved party has the option of unilaterally canceling this agreement.

E. If the agreement is canceled, monies due from one party to the other must be paid promptly. City is not required to refund monies for items partially complete and may bill for items in progress that were not previously billed.

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TCPFU will be the responsible for the upkeep and maintenance of the facility, including this new building and will continue to control the activities. The building may be utilized by the City upon TCPFU's approval.

8. **Venue.** Any litigation must be filed and based in Galveston County, Texas.

9. **Signatories to the Agreement.** The following persons declare by their signatures that they are legally empowered to sign this agreement for TCPFU and City, respectively, and they by their signatures approve all of the elements of this agreement.

EXECUTED on this ____ day of _____, 2021.

**Texas City Professional Firefighters
Union Local 1259**

City of Texas City, Texas

By: _____
_____, President

By: _____
Dedrick Johnson, Sr. Mayor