

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JUNE 2, 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: 871 2587 4228**

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) REPORTS
  - (a) Senior Citizens Program (Recreation and Tourism)

- (b) Public Works: Utilities/ Wastewater
- (5) PUBLIC COMMENTS
- (6) CONSENT AGENDA
  - (a) Approve City Commission Minutes for May 20, 2021 meeting. (City Secretary)
  - (b) Consider and take action on Resolution No. 21-040, approving the adoption of the revised CDBG Citizen Participation Plan and the submission of the Substantial Amendments to the 2019 CDBG Action Plan to HUD to receive CDBG-CV funds in order to prevent, prepare for, or respond to the spread of Covid-19. (Community Development)
  - (c) Consider and take action on Resolution No. 21-041, approving the Galveston County Health District Interlocal Agreement. (Legal)

(d)

(7) REGULAR ITEMS

(a) Consider and take action on Ordinance No. 21-12, amending the Code of Ordinance, City of Texas City, Texas, Title III "Administration", Chapter 32 "Law Enforcement and Fire Department", Section 32.009 "Fire Department; Class of Positions", by increasing the number of positions allocated to the classification of Firefighter from 39 to 40. (Fire Department)

(b) Consider and take action on Ordinance No. 21-13, to amend the City of Texas City's fiscal year 2020-2021 Budget to create an additional Assistant Fire Marshal position and appropriate funds for the salary and benefits of this position. (Finance)

(8) MAYOR'S COMMENTS

(9) COMMISSIONERS' COMMENTS

(10) 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 28, 2021, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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RHOMARI LEIGH  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(4) (a)**

**Meeting Date:** 06/02/2021

**Submitted By:** Rhomari Jackson, Management Services

**Department:** Management Services

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**Information**

**ACTION REQUEST (Brief Summary)**

Senior Citizens Program (Recreation and Tourism)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Attachment

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*Parks, Rec. & Tourism*  
DEPARTMENT



CITY OF TEXAS CITY

# Nessler Senior Program

City Commission Presentation June 2, 2021

# Enriching lives of older adults

## Program History:

- ❖ The Program was established in 1976
- ❖ Program is open Monday – Friday 8-5
- ❖ The program currently has approximately 135 active members
- ❖ 2 Full-time and 2 Part-time staff

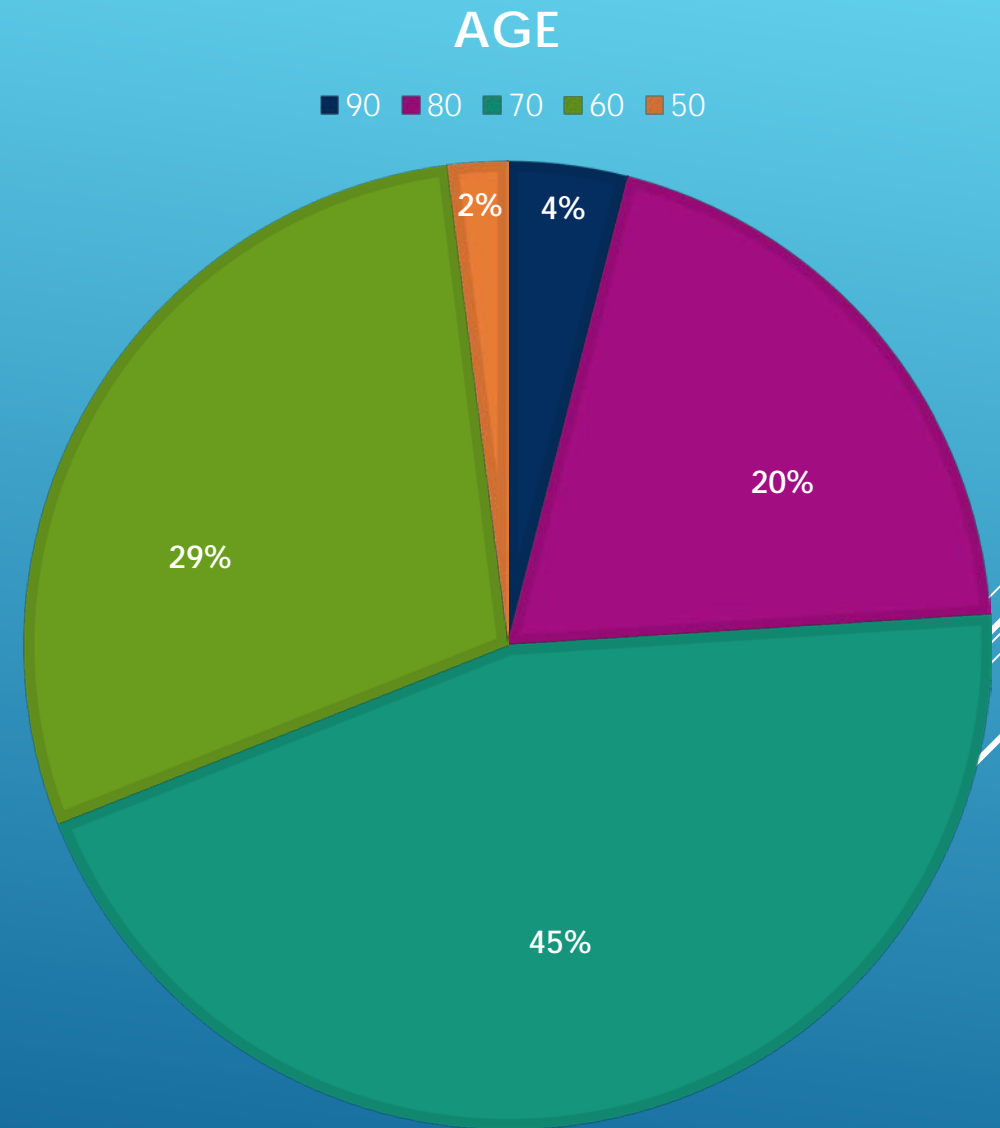
## Our Mission:

The Nessler Staff is dedicated to designing, promoting, and implementing programs and services that will enrich, educate and enhance the lives of older adults.



# SENIOR CITIZENS WHO ARE THEY?

A senior is defined as an elderly or retired person, this term generally refers to someone who is at least 60 years or older. This is the age when you become eligible for assistance programs.



# CONGREGATE MEAL PROGRAM

The Congregate Meal Program offers seniors 60 years or over the opportunity to enjoy a well-balanced nutritious meal in a social setting five days a week. The program is funded through Houston Galveston Area Agency on Aging.

Meals Served:

Oct. 2019 – Oct. 2020 **6,067**

Oct. 2020 – May 2020 **2,786**

## Benefits of the Meal Program

- ✓ Provides an opportunity for older individuals to live their years in dignity by providing healthy, appealing meals.
- ✓ Promotes health and preventing disease
- ✓ Reduces malnutrition risk and improving nutritional status
- ✓ Reduces social isolation and increases social interaction

# TRANSPORTATION SERVICES

Transportation is provided to all active members in the program. United Way provides funding to help provide one on one services to seniors.

- To and From the center
- Medical Appointments
- Pharmacy
- Post Office
- Bank
- Tax office
- Shopping
- Trips/Outings



Kemah – Lighthouse Buffet



Great Day Houston



Transportation Enrichment Program

Transportation Enrichment Program:  
This program aims to enhance outings for groups of older adults 55 and over to enjoy scenic/adventurous day trips within 150 mile radius.

# Programs/Activities

- ✓ Socialization
- ✓ Recreation
- ✓ Volunteer Opportunities
- ✓ Crafts
- ✓ Intergenerational Programs
- ✓ Community Projects
- ✓ Special Outings & More



Virtual Bingo



Sock Drop



Arts & Crafts



Game Day



UTMB Nursing Students

# Outreach Programs

The Pandemic has caused the program to operate in a different manner. Staff and seniors had to adjust to the changes of the program. The pandemic has made us stronger as we continued to provide programs and services.

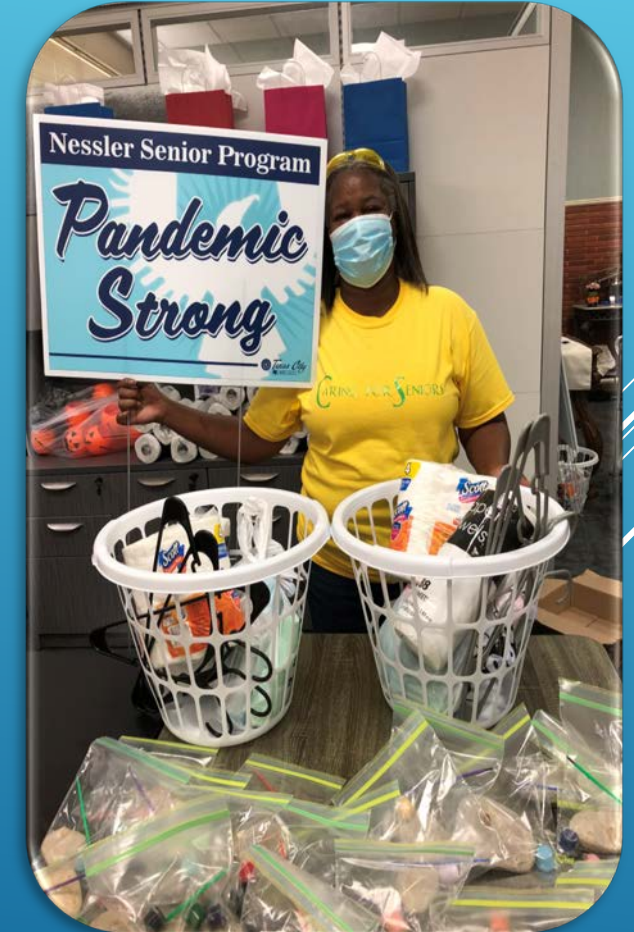
- ✓ Distributed Weekly Meals
- ✓ Distributed Outreach Materials
- ✓ Virtual Programs
- ✓ Projects/Activities for Seniors to stay active



Rock Project



Fish Dinners



Household Supplies

- ✓ Referrals
- ✓ Monthly Celebrations
- ✓ Older Americans Month  
(National Health & Fitness Day)

- ✓ Health Information & Awareness
- ✓ Scavenger Hunts, Etc.



Christmas Celebration



National Senior Health & Fitness Day



Breast Cancer Awareness Month



Maintain No Gain Program

# Re-Opening of the Center

## Phase 1:

June 1<sup>st</sup> – June 30<sup>th</sup>

- Open at 50% capacity (24 persons) 8 tables (3 persons to a table)
- 2 days a week: Tuesday and Thursday
- No transportation will be provided.



## Phase 2:

July 1<sup>st</sup> – July 30<sup>th</sup>

- Open at 75% capacity (32 persons) 8 tables (4 person to a table)
- 3 days a week: Tuesday/Wednesday/Thursday
- Transportation will be provided. (6 people) to each bus.



## Phase 3:

August 2<sup>nd</sup>

- Open 100% capacity (48 persons)

**CITY COMMISSION REGULAR MTG**

**(6) (a)**

**Meeting Date:** 06/02/2021

**Submitted By:** Rhomari Jackson, Management Services

**Department:** Management Services

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve City Commission Minutes for May 20, 2021 meeting. (City Secretary)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Minutes

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REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, MAY 19, 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 19, 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  
Kevin Yackly, Commissioner At-Large  
Keith Henry, Commissioner District 1  
Felix Herrera, Commissioner District 2  
Dorthea Jones Pointer, Commissioner District 3  
Jami Clark, Commissioner District 4

Absent: Thelma Bowie, Commissioner At-Large, Mayor Pro Tem

2. INVOCATION

Led by Mayor Johnson, Sr.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner Keith Henry.

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

Chief Zacherl promoted each individual and presented them with a plaque. Their special guest pinned their new badges.

5. REPORTS

a. Athletic Division (Recreation and Tourism)

Nicole Best gave a PowerPoint presentation.

Commissioner Kevin Yackly congratulated the Rec & Tour department on their many events planned this summer.

6. PUBLIC HEARING

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 2 Felix Herrera to close the Public Hearing.

**Vote: 6 - 0 CARRIED**

a. Public Hearing for Texas City's 2021 Tax Abatement Guidelines

Garrett McLeod, Economic Development Director, gave a PowerPoint presentation on the specific changes needed to the 2021 Tax Abatement Guidelines for the City.

7. PUBLIC COMMENTS

Nicholas Mancuso spoke before the Commission asking that history and research be done in regards to the Indigenous tribe originating from Texas City.

8. CONSENT AGENDA

Motioned by Commissioner Herrera, seconded by Commissioner Yackly to approve Consent Agenda items a, c, and e.

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

**Vote: 6 - 0 CARRIED**

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

**Vote: 6 - 0 CARRIED**

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

Item was pulled and removed by Mayor Johnson, Sr.

- d. Consider and take action on Resolution No. 21-038, approving and adopting the 2021 City of Texas City Tax Abatement Guidelines. (Economic Development)

Pulled by Mayor Johnson, Sr.

The Mayor, as explained to the Cashier Staff, there is no longer a requirement for the City Employees and Customer to stop wearing masks as a requirement.

**Vote: 6 - 0 CARRIED**

- 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)

Item pulled by Mayor Johnson, Sr. and Commissioner Herrera.

Commissioner Clark asked if the facility would also be utilized by the public? The Firefighter Union responded "yes."

Commissioner Henry requested to abstain from voting.

Motion by Commissioner District 2 Felix Herrera, Seconded by Commissioner District 4 Jami Clark

**Vote: 5 - 1 CARRIED**

## 9. 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)

Chief Zacherl explained that this amendment is just to update language to mirror that of the State of Texas.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 3 Dorthea Jones Pointer

**Vote: 6 - 0 CARRIED**

- 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)

Laura Boyd, Finance Director, stated that this will be a non-interest loan.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 2 Felix Herrera

**Vote: 6 - 0 CARRIED**

## 10. MAYOR'S COMMENTS

Mayor Johnson, Sr. went into detail about how and why the mask mandate has lifted. Mayor Johnson, Sr. also thanked everyone for their cooperation and extra efforts to not spread Covid-19.

11. COMMISSIONERS' COMMENTS

Commissioner Henry thanked Mr. Mancuso for his Public Comments.

Commissioner Yackly questioned and urge the City to think of ways to encourage more people to get vaccinated.

Commissioner Jones Pointer stated how please she is with the look of the City's grounds and facilities.

All Commissioner's wished Doug Kneupper a Happy Retirement.

STAFF COMMENT'S

Dennis Harris, Recreation and Tourism Director, stated that the Rotary Club's Mardi Gras Parade will be held on Saturday.

All Departments present wished Doug a Happy Retirement and wished Rhomari a Happy Birthday.

12. ADJOURNMENT

Having no further business, Commissioner Dorthea Jones made a MOTION to ADJOURN at 5:48 p.m.; the motion was SECONDED by Commissioner Jami Clark. All present voted AYE. MOTION CARRIED.

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Dedrick D. Johnson, Sr., MAYOR

ATTEST:

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Rhomari Leigh, City Secretary  
Date Approved:

**CITY COMMISSION REGULAR MTG**

**(6) (b)**

**Meeting Date:** 06/02/2021

**Submitted By:** Rhomari Jackson, Management Services

**Department:** Management Services

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 21-040, approving the adoption of the revised CDBG Citizen Participation Plan and the submission of the Substantial Amendment to the 2019 CDBG Action Plan to HUD to receive CDBG-CV funds in order to prevent, prepare for, or respond to the spread of COVID-19. (Community Development)

**BACKGROUND**

The U.S. Department of Housing and Urban Development (HUD) has awarded the City of Texas City \$544,704 pending receipt of an application in the form of a Substantial Amendment to Texas City's 2019 Annual Action Plan. The funds will be allotted to rental assistance for eligible Texas City residents (\$435,763.20) as well as program planning/administration (\$108,940.0). In order to be eligible residents must be low- or moderate-income. The City will pay up to 3 months of arrears.

In addition, the Community Development Department requests the adoption of the revised CDBG Citizen Participation Plan, which is required for the submission of the Substantial Amendment.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 21-040**

**A RESOLUTION APPROVING THE SUBMISSION OF THE TEXAS CITY C.A.R.E.S. ACT SUBSTANTIAL AMENDMENT TO THE 2019 CDBG ACTION PLAN, PROVIDING RENTAL ASSISTANCE TO ELIGIBLE TEXAS CITY RESIDENTS, TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) BY THE CITY OF TEXAS CITY COMMUNITY DEVELOPMENT DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the City of Texas City Community Development Department wishes to submit to the U.S. Department of Housing and Urban Development (HUD) an application via the Texas City C.A.R.E.S. Act Substantial Amendment to the 2019 CDBG Action Plan to receive \$544,704 in CDBG-CV funds with which the City shall provide rental assistance to eligible Texas City residents up to the amount of \$435,763.20 with \$108,940.80 to be utilized for program planning and administration.

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

**SECTION 1:** that the City of Texas City shall submit to HUD its C.A.R.E.S. Act Substantial Amendment to its CDBG 2019 Action Plan in application for CDBG-CV funds in the total amount of \$544,704 with \$435,763.20 being allocated to rental assistance and \$108,940.80 being allocated to program planning and administration of these funds to prevent, prepare for, or respond to COVID-19.

**SECTION 2:** that this resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 2nd day of June 2021.**

\_\_\_\_\_  
Matthew T. Doyle, 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**

**(6) (c)**

**Meeting Date:** 06/02/2021

**Submitted By:** Rhomari Jackson, Management Services

**Department:** Management Services

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 21-041, approving the Galveston County Health District Interlocal Agreement. (Legal)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Attachment  
Resolution

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HEALTH DISTRICT AGREEMENT

STATE OF TEXAS )  
COUNTY OF GALVESTON ) KNOW ALL MEN BY THESE PRESENTS

WHEREAS, Chapter 121 of the Texas Health and Safety Codes, authorizes the establishment of health districts within and among counties, cities and other governmental entities for the purpose of providing and furnishing county-wide public health programs; and,

WHEREAS, parties to this agreement desire that the Galveston County Health District continue to furnish a coordinated public health program throughout Galveston County.

THEREFORE, for and in consideration of those promises, mutual promises and covenants and other invaluable considerations, THIS AGREEMENT by and between the following units of government, acting by and through their duly authorized governing bodies, herein collectively referred to as "member governments":

- The Village of Bayou Vista
- The City of Clear Lake Shores
- The City of Dickinson
- The City of Friendswood
- The City of Galveston
- The County of Galveston
- The City of Hitchcock
- The City of Jamaica Beach Village
- The City of Kemah
- The City of La Marque
- The City of League City
- The City of Santa Fe
- The City of Texas City
- The Village of Tiki Island

On this \_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_ :

WITNESSETH:

1. The parties agree to continue the existence of the Galveston County Health District (herein the "District"). The District shall be under the direction and supervision of the Galveston County United Board of Health (hereinafter the "Board") which shall consist of five (5) members who have resided in the District for a period of three (3) years and who shall serve without compensation or salary. After consultation with the member governments,

the Commissioners' Court of Galveston County will submit to the member governments at least one (1) nominee for each Board position to be filled. Member governments may submit any objections to any nominee within 30 days of nomination. On objection by any member government, Galveston County will reconsider the appointment at its next meeting, and the County may choose to either keep or replace the nominee. Any nominee not objected to or replaced is confirmed to the Board. Board members governments whose terms have expired will continue to serve until a new board member is selected. The Board shall consist of five (5) interested citizens of Galveston County.

Board members shall serve for a period of two (2) years, except appointees appointed to fill the unexpired term of some member who shall serve for the remaining period of the unexpired term. Terms shall be staggered such that three (3) terms expire in odd calendar years and two (2) terms expire in even calendar years. All vacancies shall be filled by the appointing bodies as provided above.

2. Board members serve at the pleasure of the Commissioners Court. Any member may be removed from office by a majority vote of the Commissioners Court with or without cause; however, if any member of the Health Board misses any three (3) consecutive regular meetings without being excused by said Board as a whole, said Board shall declare a vacancy, and notify the member governments of such fact, so that same may be filled.
3. The Board shall oversee for the provision of all the ten (10) essential public health functions found in Chapter 121. § 121.002 of the Texas Health and Safety Codes unless otherwise restricted by law. The ten (10) essential public health functions are:
  1. Monitor the health status of individuals in the community to identify community health problems.
  2. Diagnose and investigate community health problems and community health hazards.
  3. Inform, educate, and empower the community with respect to health issues.
  4. Mobilize community partnerships in identifying and solving community health problems.
  5. Develop policies and plans that support individual and community efforts to improve health.
  6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules.
  7. Link individuals who have a need for community and personal health services to appropriate community and private providers.
  8. Ensure a competent workforce for the provision of essential public health services.
  9. Research new insights and innovative solutions to community health problems.
  10. Evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.
4. The Board shall select a chairman, a vice-chairman and a secretary from its board members and shall adopt the rules for the conduct of its meetings. A majority of the members of the

Board shall constitute a quorum for the transaction of business. The Board shall meet monthly on a date to be fixed by the Board, and shall hold such special meetings as may be called by the chairman or by a majority of the board members.

5. The Board shall appoint an Executive Director (hereinafter the “Director”) to actively manage the operation of the District. Said Director shall possess the qualifications and fulfill the requirements of Chapter 121 of the Texas Health and Safety Codes as same may be amended from time to time. The Director shall be an ex-officio, nonvoting member, of the Board. The Board may at any time for good cause remove the Director.
6. The Director shall discharge the duties of the following offices: (1) The Chief Administrative Officer of the District; (2) the project director of the Galveston County’s Community Health Center, Coastal Health and Wellness; (3) the Health Authority for the District, who shall be responsible for the day-to-day operation of the District and shall conduct the same as authorized and directed by the Board.
7. The Board shall be the policy setting body for all public health matters in Galveston County and shall be charged with the responsibility for all of the District’s expenditures and for applying for grants to the State, Federal Government, and private sources to further strengthen a comprehensive public health program in the District.
8. The member governments agree that the District shall have the authority to set and collect fees for the provision of public health services, Chapter 121. § 121.006 of the Texas Health and Safety Codes, which are:
  1. Personal health promotion and maintenance services.
  2. Infectious disease control and prevention services.
  3. Environmental and consumer health programs
  4. Laboratory services.
  5. Administrative services.

provided however, any fees so set or collected must be approved in advance by the Board. Where the District requires a permit, the member governments agree not to require their own Health Permits. The County will provide adequate funds in addition to those available from State, Federal, and fee-for-service programs to maintain high quality programs in the following areas:

- I. Health Promotion and Maintenance
  - A. Personal Health Promotion
    - Immunization
    - Tuberculosis Elimination
    - Texas Health Steps
    - Home Visits
- II. Infectious Disease Control and Prevention
  - A. Epidemiological Services

- Surveillance
- Investigation
- Reporting

B. Communicable Diseases

- Screening
- Diagnosis
- Treatment
- Referral

III. Environmental Health Programs related to:

- A. Food Service Sanitation
- B. Waste Control
- C. General Sanitation
- D. Air Quality
- E. Drinking Water
- F. On-Site Sewage Facilities

IV. Administrative Services

- A. Records management and data analysis
- B. Planning and Evaluation
- C. Community collaboration

V. Basic Public Health Laboratory Services

VI. Indigent Health Care, as specified by Chapter 61 of the Texas Health and Safety Codes

9. Member governments and other governmental entities as well as private institutions both within and without Galveston County, may contract for the Health District to provide Rabies Control Services, Emergency Medical Services, Water Pollution Control Services, or upgrading of any appropriate public health activity.
10. The provisions of Chapter 121 of the Texas Health and Safety Codes shall be applicable to the District. In the event of a conflict between Chapter 121 of the Texas Health and Safety Codes and this Agreement, Chapter 121 of the Texas Health and Safety Codes shall control.
11. A member government may withdraw from this Agreement upon giving to the Director in writing on (1) year's advance notice of its decision to withdraw, or upon consent of all other member governments, provide however, such termination shall not relieve such member government of any obligation incurred by such member government prior to termination. Removal of a member government requires approval by the governing body of each of the other members. Withdrawal or removal of a member government shall not terminate or affect this agreement as to the remaining or non-withdrawing member governments.

12. Modification of this Agreement shall be in writing and effective upon approval by the governing body of each member government.
13. This Agreement shall remain in effect until rescinded by the member governments. New member governments may become parties to this Agreement, with the consent of the member governments, by accepting in writing all of the terms and provisions of this Agreement; and thereupon this Agreement shall be deemed in full force and effect without further action of any of the members.
14. This Agreement constitutes the entire Agreement, and supersedes all prior agreements between the parties.
15. This Agreement shall become effective when executed by the parties hereto, as of the day and year first above written and shall be reviewed every ten (10) years.
16. The Texas Civil Practice and Remedy Code Chapter 101 defines the limits of liability for a Public Health District and any participating governmental entity.

SIGNATURE PAGE  
GALVESTON COUNTY HEALTH DISTRICT AGREEMENT

ATTEST:

COUNTY OF GALVESTON

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Judge Mark Henry

ATTEST:

VILLAGE OF BAYOU VISTA

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Lou Wortham

ATTEST:

CITY OF CLEAR LAKE SHORES

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Kurt Otten

ATTEST:

CITY OF DICKINSON

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Sean Skipworth

ATTEST:

CITY OF FRIENDSWOOD

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Mike Foreman

ATTEST:

CITY OF GALVESTON

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Craig Brown

ATTEST:

CITY OF HITCHCOCK

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Randy Strickland

ATTEST:

CITY OF JAMAICA BEACH VILLAGE

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Steve Spicer

ATTEST:

CITY OF KEMAH

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Terri Gale

ATTEST:

CITY OF LA MARQUE

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Keith Bell

ATTEST:

CITY OF LEAGUE CITY

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Pat Hallisey

ATTEST:

CITY OF SANTA FE

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City Secretary

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Mayor Jason Tabor

ATTEST:

CITY OF TEXAS CITY

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City Secretary

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Mayor Dedrick Johnson, Sr.

ATTEST:

VILLAGE OF TIKI ISLAND

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City Secretary

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Mayor Vernon "Goldie" Teltschick

**RESOLUTION NO. 21-041**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A INTERLOCAL CONTRACT BETWEEN THE CITY OF TEXAS CITY AND GALVESTON COUNTY HEALTH DISTRICT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, Chapter 121 of the Texas Health and Safety Codes, authorizes the establishment of health districts within and among counties, cities and other governmental entities for the purpose of providing and furnishing county-wide public health programs; and

**WHEREAS**, parties to this agreement desire that the Galveston County Health District continue to furnish a coordinated public health program throughout Galveston County.

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

**SECTION 1:** That the City Commission hereby authorizes the Mayor to execute an Interlocal Contract between the City of Texas City and the Texas City Independent School District, in substantially the same form as the agreement attached hereto in **Exhibit “A”** and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 2nd day of June 2021.**

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

## CITY COMMISSION REGULAR MTG

(6) (d)

**Meeting Date:** 06/02/2021

**Submitted For:** Jon Branson, Management Services

**Submitted By:** Jon Branson, Management Services

**Department:** Management Services

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### Information

#### **ACTION REQUEST (Brief Summary)**

Approval of Resolution NO. 21-042 authorizing an interlocal agreement between multiple governmental entities in Galveston County regarding the Galveston County Health District.

#### **BACKGROUND**

Galveston County Commissioners Court is updating the interlocal agreement governing the Galveston County Health District (GCHD). These improvements come from lessons learned over the past year as Galveston County to the COVID-19 pandemic. Notably, the County intends to modify the United Board of Health, the governing body over the Galveston County Health District to a five-member board verses the current thirteen-member board.

The Health District operates a coordinated public health program providing essential services throughout Galveston County, which its member cities and the County would otherwise need to provide for themselves, ranging from restaurant permitting to pandemic responses. Though the Health District does provide some services like EMS and animal control on a fee basis, the bulk of the Health District's functions are funded solely by the County.

The Galveston County United Board of Health is the governing body of the Health District. It is authorized under Section 121. 002 of the Texas Health and Safety Code and includes fourteen (14) local governments: Galveston County, Bayou Vista, Clear Lake Shores, Dickinson, Friendswood, City of Galveston, Hitchcock, Jamaica Beach, Kemah, La Marque, League City, Santa Fe, Texas City, and Tiki Island. The Board was established by the same aforementioned interlocal agreement establishing the Health District.

The current interlocal agreement requires that the make-up of the Board meet stringent selection criteria, which have posed significant challenges for the Commissioners Court. Presently, the Agreement requires that the Board have thirteen (13) members, with both geographical as well as professional specialty requirements. The Board must have one licensed physician, one representative from University of Texas Medical Branch, one representative from Mainland Medical Center, one licensed veterinarian, one registered nurse, one licensed dentist, one member of the food service or food sales industry, one professional engineer (or, instead, an individual with particular higher education requirements with at least ten years of experience in the petrochemical industry field), and three interested citizens of Galveston County.

Under the current selection process, the Commissioners Court nominates candidates to the member governments. The member governments then vote to confirm or deny the nomination. If a candidate does not receive a majority vote, the Commissioners Court must try again. Because of the large size of the Board and the constraints on eligibility, it has been

challenging for the Commissioners Court to identify a sufficient pool of qualified applicants to nominate for the Board's vacancies. Currently, all Board members are holdovers from expired terms.

Proposed Modifications to the Galveston County United Board of Health: The County proposes modifying the interlocal agreement to allow for the restructuring of the United Board of Health. The Commissioners Court proposes that the Agreement eliminate the professional specialty qualification requirements for the Board and that the number of Board positions decrease from thirteen to five, which are to be exclusively appointed by the Commissioners Court.

These changes will allow the County to continue to support the Health District in efficiently providing services which alleviate burdens on the County and the cities. If the above-suggested modifications are not made, the County cannot continue to exclusively fund and support the Health District without greater financial oversight.

Simplifying the board will allow for greater public health accountability, transparency, and improved financial oversight of the County Health District. These improvements will allow the County to continue to contribute over \$8 million annually to Health District operations.

## **ANALYSIS**

Staff recommends approval of the proposed agreement.

## **ALTERNATIVES CONSIDERED**

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### **Fiscal Impact**

### **Attachments**

2002 Agreement

Revised Proposed Agreement - Health District

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**CURRENT  
INTERLOCAL  
AGREEMENT -  
2002**

5064

HEALTH DISTRICT AGREEMENT

STATE OF TEXAS )  
COUNTY OF GALVESTON ) KNOW ALL MEN BY THESE PRESENTS

WHEREAS, Chapter 121 of the Texas Health And Safety Codes, authorizes the establishment of health districts within and among counties, cities and other governmental entities for the purpose of providing and furnishing county-wide public health programs; and,

WHEREAS, parties to this agreement desire that the Galveston County Health District continue to furnish a coordinated public health program throughout Galveston County.

THEREFORE, for and in consideration of those promises, mutual promises and covenants and other invaluable considerations, THIS AGREEMENT by and between the following units of government, acting by and through their duly authorized governing bodies, herein collectively referred to as "member governments":

- The Village of Bayou Vista
- The City of Clear Lake Shores
- The City of Dickinson
- The City of Friendswood
- The City of Galveston
- The County of Galveston
- The City of Hitchcock
- The City of Jamaica Beach Village
- The City of Kemah
- The City of La Marque
- The City of League City
- The City of Santa Fe
- The City of Texas City
- The Village of Tiki Island

On this the 2nd day of December, A.D., 2002 :

WITNESSETH:

1. The parties agree to continue the existence of the Galveston County Health District (herein the "District"). The District shall be under the direction and supervision of the Galveston County United Board of Health (hereinafter the "Board") which shall consist of thirteen (13) members who have resided in the District for a period of three (3) years and who shall serve without compensation

or salary. After consultation with the member governments, the Commissioners' Court of Galveston County will submit to the member governments at least one (1) nominee for each Board position to be filled. Approval by a majority of the member governments is required to confirm appointment of each board member. Board members whose terms have expired will continue to serve until a new board member is selected. The Board shall consist of:

- One (1) licensed physician recommended by the Galveston County Medical Society.
- One (1) representative from UTMB.
- One (1) representative from Mainland Medical Center.
- Two (2) representatives from the municipalities from within Galveston County .
- One (1) licensed veterinarian
- One (1) registered nurse
- One (1) practicing licensed professional engineer engaged in civil and/or sanitary engineering or an individual with a BS or BA from an accredited State College or University with at least ten (10) years experience in the Petrochemical Industry Field.
- One (1) licensed dentist.
- One (1) member of the food service/food sales industry
- Three (3) interested citizens of Galveston County.

Board members shall serve for a period of two (2) years, except appointees appointed to fill the unexpired term of some member who shall serve for the remaining period of the unexpired term. All vacancies shall be filled by the appointing bodies as provided above.

2. Any member may be removed from office by a majority vote of the member governments for neglect of duty, malfeasance, or conviction of a felony; however, if any member of the Health Board misses any three (3) consecutive regular meetings without being excused by said Board as a whole, said Board shall declare a vacancy, and notify the member governments of such fact, so that same may be filled.
3. The Board shall oversee for the provision of all the ten (10) essential public health functions found in Chapter 121. §121.002 of the Texas Health and Safety Codes unless otherwise restricted by law. The ten (10) essential public health functions are:
  1. Monitor the health status of individuals in the community to identify community health problems.
  2. Diagnose and investigate community health problems and community health hazards.
  3. Inform, educate, and empower the community with respect to health issues.
  4. Mobilize community partnerships in identifying and solving community health problems.

5. Develop policies and plans that support individual and community efforts to improve health.
  6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules.
  7. Link individuals who have a need for community and personal health services to appropriate community and private providers.
  8. Ensure a competent workforce for the provision of essential public health services.
  9. Research new insights and innovative solutions to community health problems.
  10. Evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.
4. The Board shall select a chairman, a vice-chairman and a secretary from its board members and shall adopt the rules for the conduct of its meetings. A majority of the members of the Board shall constitute a quorum for the transaction of business. The Board shall meet monthly on a date to be fixed by the Board, and shall hold such special meetings as may be called by the chairman or by a majority of the board members.
  5. The Board shall appoint an Executive Director (herein the "Director") to actively manage the operation of the District. Said Director shall possess the qualifications and fulfill the requirements of Chapter 121 of the Texas Health And Safety Codes as same may be amended from time to time. The Director shall be an ex-officio, nonvoting member, of the Board. The Board may at any time for good cause remove the Director.
  6. The Director shall discharge the duties of the following offices: (1) The Chief Administrative Officer of the District; (2) the project director of the Galveston County Coordinated Community Clinics; and (3) the Health Authority for the District or appoint the Health Authority with approval of the Board. The Director shall be responsible for the day-to-day operation of the District and shall conduct the same as authorized and directed by the Board.
  7. The Board shall be the policy setting body for all public health matters in Galveston County and shall be charged with the responsibility for all of the District's expenditures and for applying for grants to the State, Federal Government, and private sources to further strengthen a comprehensive public health program in the District.
  8. The member governments agree that the District shall have the authority to set and collect fees for the provision of public health services, Chapter 121. §121.006 of the Texas Health and Safety Codes, which are:
    1. Personal health promotion and maintenance services.

2. Infectious disease control and prevention services.
3. Environmental and consumer health programs.
4. Public health education and information services.
5. Laboratory services.
6. Administrative services.

provided however, any fees so set or collected must be approved in advance by the Board. Where the District requires a permit, the member governments agree not to require their own Health Permits. The County will provide adequate funds in addition to those available from State, Federal, and fee-for-service programs to maintain high quality programs in the following areas:

I. Health Promotion and Maintenance

A. Personal Health Promotion

- Immunization
- Tuberculosis Elimination
- Texas Health Steps
- Home Visits

B. Public Health Promotion

- Community Education
- Public Health workforce training.

II. Infectious Disease Control and Prevention

A. Epidemiological Services

- Surveillance
- Investigation
- Reporting

B. Communicable Diseases

- Screening
- Diagnosis
- Treatment
- Referral

III. Environmental Health Programs related to:

- A. Food Service Sanitation
- B. Waste Control
- C. General Sanitation
- D. Air Quality
- E. Drinking Water
- F. On-Site Sewage Facilities

IV. Administrative Services

- A. Records management and data analysis
- B. Planning and Evaluation
- C. Community collaboration

V. Basic Public Health Laboratory Services.


VI. Indigent Health Care

- As specified by Chapter 61 of the Texas Health and Safety Codes
9. Member governments and other governmental entities as well as private institutions both within and without Galveston County, may contract for the Health District to provide Rabies Control Services, Emergency Medical Services, Water Pollution Control Services, or upgrading of any appropriate public health activity.
  10. The provisions of Chapter 121 of the Texas Health And Safety Codes shall be applicable to the District. In the event of a conflict between Chapter 121 of the Texas Health And Safety Codes and this Agreement, Chapter 121 of the Texas Health And Safety Codes shall control.
  11. A member government may withdraw from this Agreement upon giving to the Director in writing one (1) year's advance notice of its decision to withdraw, or upon consent of all other member governments, provided however, such termination shall not relieve such member government of any obligation incurred by such member government prior to termination. Removal of a member government requires approval by the governing body of each of the other members. Withdrawal or removal of a member government shall not terminate or affect this agreement as to the remaining or non-withdrawing member governments.
  12. Modification of this Agreement shall be in writing and effective upon approval by the governing body of each member government.
  13. This Agreement shall remain in effect until rescinded by the member governments. New member governments may become parties to this Agreement, with the consent of the member governments, by accepting in writing all of the terms and provisions of this Agreement; and thereupon this Agreement shall be deemed in full force and effect without further action of any of the members.
  14. This Agreement constitutes the entire Agreement, and supercedes all prior agreements between the parties.
  15. This Agreement shall become effective when executed by the parties hereto, as of the day and year first above written and shall be reviewed every ten (10) years.

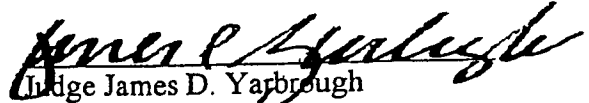
16. The Texas Civil Practice and Remedy Code Chapter 101 defines the limits of liability for a Public Health District and any participating governmental entity.

SIGNATURE PAGE  
GALVESTON COUNTY HEALTH DISTRICT AGREEMENT

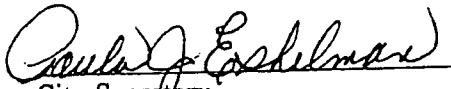
ATTEST:

  
County Clerk

COUNTY OF GALVESTON

  
Judge James D. Yarbrough


ATTEST:

  
City Secretary

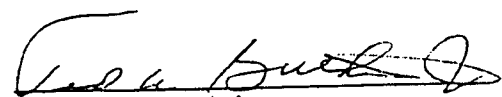
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Mayor Kenyon Courtney

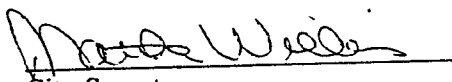
ATTEST:

  
City Secretary

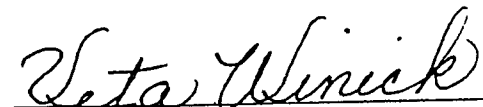
CITY OF CLEAR LAKE SHORES

  
Mayor Ted Guthrie

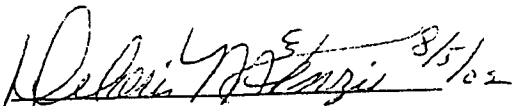
ATTEST:

  
City Secretary


CITY OF DICKINSON

  
Mayor Veta Winnick

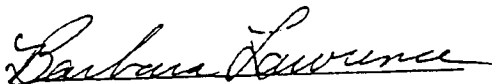
ATTEST:

  
City Secretary

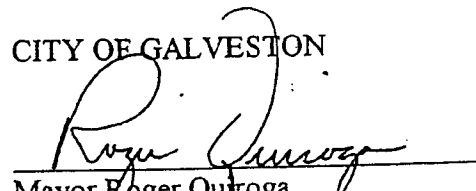
CITY OF FRIENDSWOOD

  
Mayor Harold Whitaker

ATTEST:

  
City Secretary

CITY OF GALVESTON

  
Mayor Roger Quiroga

ATTEST:

Rose Marie Shields  
City Secretary

CITY OF HITCHCOCK

Sharon Enge  
Mayor Kyle Campbell  
Mayor Pro-Tem Sharon Enge

ATTEST:

T. D. White  
City Secretary

CITY OF JAMAICA BEACH VILLAGE

V. Pierson  
Mayor Victor Pierson

ATTEST:

Athy Pierce  
City Secretary

CITY OF KEMAH

W. King  
Mayor William E. King

ATTEST:

Bonnie Smith  
City Secretary

CITY OF LA MARQUE

Larry Crow  
Mayor Larry Crow

ATTEST:

Barbara Nugent  
City Secretary

CITY OF LEAGUE CITY

A. Jeff Harrison  
Mayor Jeff Harrison

ATTEST:

Janet L. Davis  
City Secretary

CITY OF SANTA FE

Robert Cheek  
Mayor Robert Cheek

ATTEST:

Pamela A. Lawrence  
City Secretary

CITY OF TEXAS CITY

Carlos Garza  
Mayor Carlos Garza

ATTEST:

Karen Hageman  
City Secretary

VILLAGE OF TIKI ISLAND

Charles Everts  
Mayor Charles Everts

SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH  
CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT  
SUBCHAPTER A. GENERAL PROVISIONS

§ 121.001. Short Title

This chapter may be cited as the Local Public Health Reorganization Act.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 121.044. Cooperative Agreement

(a) The members of a public health district shall prepare a written cooperative agreement that sets out fully the terms of operation of the district.

(b) The terms in a cooperative agreement must include:

- (1) organizational structure;
- (2) financial administration; and
- (3) procedures for:
  - (A) modification of the cooperative agreement;
  - (B) admission, withdrawal, and expulsion of members;
  - (C) dissolution of the district; and
  - (D) selection and removal of a director.

(c) A cooperative agreement must be:

- (1) approved by the governing body of each member; and
- (2) signed by the appropriate officers of each governing body.

(d) A modification of a cooperative agreement must be in writing. A modification is effective on approval by the governing body of each member.

(e) A copy of a cooperative agreement and of each modification shall be:

- (1) included in the minutes of the governing body of each member; and
- (2) filed with the clerk of each county and municipality in the district and with the department.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

HEALTH DISTRICT AGREEMENT

STATE OF TEXAS )  
COUNTY OF GALVESTON ) KNOW ALL MEN BY THESE PRESENTS

WHEREAS, Chapter 121 of the Texas Health and Safety Codes, authorizes the establishment of health districts within and among counties, cities and other governmental entities for the purpose of providing and furnishing county-wide public health programs; and,

WHEREAS, parties to this agreement desire that the Galveston County Health District continue to furnish a coordinated public health program throughout Galveston County.

THEREFORE, for and in consideration of those promises, mutual promises and covenants and other invaluable considerations, THIS AGREEMENT by and between the following units of government, acting by and through their duly authorized governing bodies, herein collectively referred to as "member governments":

- The Village of Bayou Vista
- The City of Clear Lake Shores
- The City of Dickinson
- The City of Friendswood
- The City of Galveston
- The County of Galveston
- The City of Hitchcock
- The City of Jamaica Beach Village
- The City of Kemah
- The City of La Marque
- The City of League City
- The City of Santa Fe
- The City of Texas City
- The Village of Tiki Island

On this \_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_ :

WITNESSETH:

1. The parties agree to continue the existence of the Galveston County Health District (herein the "District"). The District shall be under the direction and supervision of the Galveston County United Board of Health (hereinafter the "Board") which shall consist of five (5) members who have resided in the District for a period of three (3) years and who shall serve without compensation or salary. After consultation with the member governments,

the Commissioners' Court of Galveston County will submit to the member governments at least one (1) nominee for each Board position to be filled. Member governments may submit any objections to any nominee within 30 days of nomination. On objection by any member government, Galveston County will reconsider the appointment at its next meeting, and the County may choose to either keep or replace the nominee. Any nominee not objected to or replaced is confirmed to the Board. Board members governments whose terms have expired will continue to serve until a new board member is selected. The Board shall consist of five (5) interested citizens of Galveston County, one (1) of whom shall be a licensed physician.

Board members shall serve for a period of two (2) years, except appointees appointed to fill the unexpired term of some member who shall serve for the remaining period of the unexpired term. Terms shall be staggered such that three (3) terms expire in odd calendar years and two (2) terms expire in even calendar years. All vacancies shall be filled by the appointing bodies as provided above.

2. Board members serve at the pleasure of the Commissioners Court. Any member may be removed from office by a majority vote of the Commissioners Court with or without cause; however, if any member of the Health Board misses any three (3) consecutive regular meetings without being excused by said Board as a whole, said Board shall declare a vacancy, and notify the member governments of such fact, so that same may be filled.
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5. The Board shall appoint an Executive Director (hereinafter the “Director”) to actively manage the operation of the District. Said Director shall possess the qualifications and fulfill the requirements of Chapter 121 of the Texas Health and Safety Codes as same may be amended from time to time. The Director shall be an ex-officio, nonvoting member, of the Board. The Board may at any time for good cause remove the Director.
6. The Director shall discharge the duties of the following offices: (1) The Chief Administrative Officer of the District; (2) the project director of the Galveston County’s Community Health Center, Coastal Health and Wellness; (3) the Health Authority for the District, who shall be responsible for the day-to-day operation of the District and shall conduct the same as authorized and directed by the Board.
7. The Board shall be the policy setting body for all public health matters in Galveston County and shall be charged with the responsibility for all of the District’s expenditures and for applying for grants to the State, Federal Government, and private sources to further strengthen a comprehensive public health program in the District.
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  2. Infectious disease control and prevention services.
  3. Environmental and consumer health programs
  4. Laboratory services.
  5. Administrative services.

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- I. Health Promotion and Maintenance
  - A. Personal Health Promotion
    - Immunization
    - Tuberculosis Elimination
    - Texas Health Steps
    - Home Visits

- II. Infectious Disease Control and Prevention
    - A. Epidemiological Services
      - Surveillance
      - Investigation
      - Reporting
    - B. Communicable Diseases
      - Screening
      - Diagnosis
      - Treatment
      - Referral
  - III. Environmental Health Programs related to:
    - A. Food Service Sanitation
    - B. Waste Control
    - C. General Sanitation
    - D. Air Quality
    - E. Drinking Water
    - F. On-Site Sewage Facilities
  - IV. Administrative Services
    - A. Records management and data analysis
    - B. Planning and Evaluation
    - C. Community collaboration
  - V. Basic Public Health Laboratory Services
  - VI. Indigent Health Care, as specified by Chapter 61 of the Texas Health and Safety Codes
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  10. The provisions of Chapter 121 of the Texas Health and Safety Codes shall be applicable to the District. In the event of a conflict between Chapter 121 of the Texas Health and Safety Codes and this Agreement, Chapter 121 of the Texas Health and Safety Codes shall control.
  11. A member government may withdraw from this Agreement upon giving to the Director in writing on (1) year's advance notice of its decision to withdraw, or upon consent of all other member governments, provide however, such termination shall not relieve such member government of any obligation incurred by such member government prior to termination. Removal of a member government requires approval by the governing body of each of the other members. Withdrawal or removal of a member government shall not

terminate or affect this agreement as to the remaining or non-withdrawing member governments.

12. Modification of this Agreement shall be in writing and effective upon approval by the governing body of each member government.
13. This Agreement shall remain in effect until rescinded by the member governments. New member governments may become parties to this Agreement, with the consent of the member governments, by accepting in writing all of the terms and provisions of this Agreement; and thereupon this Agreement shall be deemed in full force and effect without further action of any of the members.
14. This Agreement constitutes the entire Agreement, and supersedes all prior agreements between the parties.
15. This Agreement shall become effective when executed by the parties hereto, as of the day and year first above written and shall be reviewed every ten (10) years.
16. The Texas Civil Practice and Remedy Code Chapter 101 defines the limits of liability for a Public Health District and any participating governmental entity.

SIGNATURE PAGE  
GALVESTON COUNTY HEALTH DISTRICT AGREEMENT

ATTEST:

COUNTY OF GALVESTON

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Judge Mark Henry

ATTEST:

VILLAGE OF BAYOU VISTA

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Lou Wortham

ATTEST:

CITY OF CLEAR LAKE SHORES

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Kurt Otten

ATTEST:

CITY OF DICKINSON

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Sean Skipworth

ATTEST:

CITY OF FRIENDSWOOD

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Mike Foreman

ATTEST:

CITY OF GALVESTON

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Craig Brown

ATTEST:

CITY OF HITCHCOCK

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Randy Strickland

ATTEST:

CITY OF JAMAICA BEACH VILLAGE

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Steve Spicer

ATTEST:

CITY OF KEMAH

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Terri Gale

ATTEST:

CITY OF LA MARQUE

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Keith Bell

ATTEST:

CITY OF LEAGUE CITY

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Pat Hallisey

ATTEST:

CITY OF SANTA FE

---

City Secretary

---

Mayor Jason Tabor

ATTEST:

CITY OF TEXAS CITY

---

City Secretary

---

Mayor Dedrick Johnson, Sr.

ATTEST:

VILLAGE OF TIKI ISLAND

---

City Secretary

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Mayor Vernon "Goldie" Teltschick

**CITY COMMISSION REGULAR MTG**

(7) (a)

**Meeting Date:** 06/02/2021

Fire Department Staffing Agenda Item

**Submitted For:** David Zacherl, Fire Department

**Submitted By:** Cindy Baker, Fire Department

**Department:** Fire Department

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider approval of Ordinance No. 21-12, 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 39 to 40.

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Ordinance

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**ORDINANCE NO. 21-12**

**AN ORDINANCE AMENDING THE CITY CODE, TITLE III “ADMINISTRATION”, CHAPTER 32 “LAW ENFORCEMENT AND FIRE DEPARTMENT”, SECTION 32.009 “FIRE DEPARTMENT; CLASSES OF POSITIONS”, BY INCREASING THE NUMBER OF POSITIONS WITHIN THE CLASSIFICATION OF FIREFIGHTER BY ONE AND PRESCRIBING THE RESULTING NUMBER OF POSITIONS IN EACH CLASSIFICATION OF THE CLASSIFIED SERVICE OF THE FIRE DEPARTMENT; AUTHORIZING THE FIRE CHIEF TO HIRE FOR THE POSITION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY CLAUSE; 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 AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.**

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**WHEREAS**, section 143.021 of the Texas Local Government Code requires the governing body of a municipality to provide for the classification of all fire fighters by ordinance; and

**WHEREAS**, section 143.021 provides that the governing body must establish the classifications as well as the number of positions within each classification; and

**WHEREAS**, the City Commission of the City of Texas City deems it is in the best interest of the City to increase the number within classification of “Firefighter”; and

**WHEREAS**, the City Commission of the City of Texas City budgeted funds in the Fire Department's salary line item for thirty-nine (39) firefighters, but now has concluded it is in the best interests of the Fire Department to increase the number of budgeted/authorized Firefighters from thirty-nine (39) to forty (40).

Effective on December 21, 2016, at 12:01 a.m., the following classes of positions, and number of positions within each classification, were hereby established in the classified service of the City's Fire Department:

(1)	Firefighter .....	39
(2)	Engineer .....	19
(3)	Captain.....	11
(4)	Battalion Fire Chief.....	3
(5)	Assistant Fire Chief .....	1
	Total:	73

Effective on June 2, 2021, at 12:01 a.m., the following classes of positions and number of positions within each classification are hereby established in the classified service of the City's Fire Department:

(1)	Firefighter .....	39 40
(2)	Engineer .....	19
(3)	Captain.....	11
(4)	Battalion Fire Chief.....	3
(5)	Assistant Fire Chief .....	1
	Total:	<del>73</del> 74

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

**SECTION 1:** That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

**SECTION 2:** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable.

**SECTION 3:** That it is further provided 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 4:** That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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

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

**PASSED AND ADOPTED this 2nd day of June 2021.**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rhomari D. Leigh

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Kyle L. Dickson

City Secretary

City Attorney

**CITY COMMISSION REGULAR MTG**

**Ord 14-03**

**Meeting Date:** 06/02/2021

Consider approval of a request to amend the City of Texas City’s 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 City of Texas City’s fiscal year 2020-2021 budget.

**BACKGROUND**

A budget amendment is needed to create an additional Assistant Fire Marshal position and to appropriate funds to pay for salary and benefits of this new position.

This position is classified as a firefighter under the Texas City Fire Department Collective Bargaining Agreement and will be compensated accordingly (see Ordinance No. 21-12). This budget amendment covers the remaining four months of this fiscal year.

Job description is attached.

**ANALYSIS**

Budget amendment is as follows:

**General Fund (Fund 101)-Fire Department (Dept. 202):**

Salary and Benefits	\$25,000.00
Unassigned Fund Balance	(\$25,000.00)

**ALTERNATIVES CONSIDERED**

**Fiscal Impact**

**Attachments**

Asst Fire Marshal

**CITY OF TEXAS CITY  
TEXAS CITY FIRE DEPARTMENT**

1725 – 25<sup>th</sup> Street North  
Texas City, TX 77590  
(409) 643-5700

Application online at [www.tcfdcareers.com](http://www.tcfdcareers.com)

**Immediate Opening Available  
Assistant Fire Marshal**

Applicants must possess or are eligible to obtain Texas Commission on Fire Protection (TCFP) Fire Certification and Texas Commission on Law Enforcement (TCOLE) at the time of employment offer.

**QUALIFICATIONS (MINIMUM TRAINING AND EXPERIENCE)**

1. Texas Commission on Fire Protection Certifications (TCFP) or eligible to obtain:
  - Basic Fire Certification
  - Fire Inspector
  - Fire Investigator
  - Plans Examiner
  - Arson Investigator
2. Texas Commission on Law Enforcement Basic Proficiency Certification or eligible to obtain, and
3. High school diploma or equivalent (GED).
  1. Valid Texas Driver's License or eligible to obtain.
  2. Effective oral and written communicative skills in English.
  3. Ability to successfully pass pre-employment physical ability test, structured interview, medical exam, drug screen, and background check.
  4. Ability to reason abstractly using highly technical and mechanical concepts.
  5. Ability to exhibit emotional stability and technical expertise in hazardous environments while functioning under extreme stress.
  6. Must demonstrate effective interpersonal skills in the work place and community.
  7. May be required to travel for training and extended periods; must be able to maintain a professional appearance; abide by state laws, and departmental rules and regulations.
  8. 18 to 35 years of age at the time of employment.

**Hiring preference given to applicants who possess 1. TCFP Fire Certifications and 2. TCOLE Basic Proficiency Certification or eligible to obtain certifications through IFSAC, Pro Board or other available reciprocity at time of employment offer.**

**COMPENSATION & BENEFITS**

1. Annual Salary
    - a) Beginning - \$50,489.92\*
    - b) 6 Months - \$56,911.40\*
    - c) 12 months – \$62,175.36\*
- \* Additional incentive pays may apply commensurate with training and experience:
- a) TCOLE - \$900.00 / year
  - b) Fire Inspector - \$900.00 / year
  - c) Fire Investigator - \$900.00 / year
  - d) Assignment Pay - \$4,200.00 / year
  - e) Call Out Pay - \$5,048.99 / year
  - f) EMT-B - \$960.00 / year
  - g) AEMT - \$1320.00 / year
  - h) Paramedic - \$6,000.00 / year
  - i) Degree pay available

2. 192 Vacation hours per year
3. 240 Holiday hours per year
4. 156 Personal hours per year
5. 180 Sick leave hours per year, accumulative
6. Employee Health/Dental/Vision coverage
7. Life Insurance coverage -\$10,000 Death Benefit & \$250,000 Accidental Death
8. Local Defined Benefit Retirement – 19% Matching
9. Employee Deferred Compensation Plan
10. Tuition Reimbursement Plan

SCHEDULE: 8 a.m. to 5 p.m. / 40 Hour Workweek

For complete benefits package details and application go to: [www.tcfdcareers.com](http://www.tcfdcareers.com)