

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JULY 21, 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: 847 8673 3659**

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) TCPD Chaplain Swearing-In Ceremony.
- (5) PROCLAMATIONS AND PRESENTATIONS

(a)	Service Awards			
	Connie Hayley	Municipal Court	07/14/2006	15 years
	Gary Windham	Water Distribution	07/10/2006	15 years
	Robert Minor	Police	07/05/2006	15 years
	Rex Spottedbear	Police	07/21/1986	35 years

(6) REPORTS

- (a) Financial Quarterly Report (Finance)

(7) PUBLIC COMMENTS

(8) CONSENT AGENDA

- (a) Approve City Commission Minutes for July 7, 2021 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 21-047, approving the amendment to the Tax Equivalency Payment Agreement between Valero Refining-Texas L.P., ("Valero Refining"), the Texas City Foreign Trade Zone Corporation ("Grantee"), the City of Texas City ("City"), and the Texas City Independent School District ("TCISD"). (Management Services)
- (c) Consider and take action on Resolution No. 21-048, approving and awarding a contract for Bid No. 2021-102 Compensation and Classification Study to Evergreen Solutions, LLC. (Human Resources)
- (d) Consider and take action on Resolution No. 21-049, authorizing the Mayor to execute a professional service agreement with Joiner Architect for the development of a public safety facility for Fire, Police, and Emergency Medical Services. (Public Works)
- (e) Consider and take action on Resolution No. 21-050, authorizing the City of Texas City to issue Request for Proposals (RFP) for administrative services and Request for Qualifications (RFQ) for professional services for the American Rescue Plan Act of 2021. (Emergency Management)
- (f) Consider and take action on Resolution No. 21-051, rejecting all bids received for Bid No. 2021-101 Water and Sewer Line Repair Materials Annual Contract and rebid at a later date. (Public Works)

(9) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 21-17, to amend the City of Texas City's fiscal year 2020-2021 Budget to fund professional services agreement with Joiner Architects related to the design and development of public safety facilities at Lago Mar. (Finance)
- (b) Consider and take action on Ordinance No. 21-18, amending the City's fiscal year 2020-2021 budget to appropriate additional funds for unforeseen required maintenance at Recreation and Tourism facilities. (Finance)

(10) MAYOR'S COMMENTS

(11) COMMISSIONERS' COMMENTS

(12) 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 JULY 16, 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**

**(5) (a)**

**Meeting Date:** 07/21/2021

July 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

Connie Hayley	Municipal Court	07/14/2006	15 years
Gary Windham	Water Distribution	07/10/2006	15 years
Robert Minor	Police	07/05/2006	15 years
Rex Spottedbear	Police	07/21/1986	35 years

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(8) (a)**

**Meeting Date:** 07/21/2021

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

**Department:** Management Services

---

**Information**

**ACTION REQUEST (Brief Summary)**

Approve City Commission Minutes for July 7, 2021 meeting. (City Secretary)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**Attachments**

Minutes

---

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, JULY 7, 2021 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, JULY 7, 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 5:03 p.m. by Mayor Dedrick Johnson, Sr.

1. ROLL CALL

Present: Dedrick Johnson, Sr., Mayor  
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem  
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

2. INVOCATION

Led by Mayor Dedrick Johnson, Sr.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner At-Large Kevin Yackly.

4. REPORTS

a. Texas City Museum (Recreation & Tourism)

Amanada Vance, Museum Curator, gave a PowerPoint presentation over operations at the Texas City Museum.

b. Marketing Department Update (Marketing)

Darcie Valenzuela, Marketing Coordinator, gave a presentation on the new City website.

5. PUBLIC COMMENTS

Henry Gomez, resident, questioned if the City would ask Galveston County for funds to help with flood control.

John Denton, resident, donated money to the Bayou Golf Course to aid in fixing the cart paths.

Barbra White, resident, encouraged everyone to donate to the local school supply drive.

6. CONSENT AGENDA

Motioned by Commissioner Jami Clark, seconded by Commissioner Dorthea Jones Pointer to approve Consent Agenda items a and b.

- a. Approve City Commission Minutes for June 16, 2021 meeting. (City Secretary)

**Vote: 7 - 0 CARRIED**

- b. Consider and take action on Resolution No. 21-046, awarding the contract for auditing services to Whitley Penn. (Finance)

**Vote: 7 - 0 CARRIED**

7. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 21-16, to amend the City of Texas City's fiscal year 2020-2021 Budget to create a Deputy Building Official/Commercial Plans Examiner position and a Plans Review Specialist position and appropriate funds for the salaries and benefits of these positions. (Finance)

Motion by Commissioner District 3 Dorthea Jones Pointer, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

**Vote: 7 - 0 CARRIED**

8. MAYOR'S COMMENTS

9. COMMISSIONERS' COMMENTS

Commissioner Yackly thanked the Police, Fire, and Emergency Management Departments for their hard work.

STAFF COMMENTS

Laura Boyd, Finance Director, stated that there will be a second Budget Worksop on 7/21/2021 at 4 p.m.

10. ADJOURNMENT

Having no further business, Commissioner Felix Herrera made a MOTION to ADJOURN at 5:33 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

(8) (b)

**Meeting Date:** 07/21/2021

Amendment to the Tax Equivalency Payment Agreement

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

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

**Department:** Management Services

---

### Information

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

Approval of an amendment to the Tax Equivalency Payment Agreement between Valero Refining-Texas L.P., ("Valero Refining"), the Texas City Foreign Trade Zone Corporation ("Grantee"), the City of Texas City ("City"), and the Texas City Independent School District ("TCISD").

#### **BACKGROUND**

The Texas City Foreign Trade Zone has had a long standing Tax Equivalency Payment Agreement with Valero Refining and its parent companies dating back to 1995. The current existing agreement obligates Valero Refining to make a Tax Equivalency Payment with respect to inventory located within the Subzone to all applicable taxing jurisdictions, including TCISD. With approval of the proposed amendment, Valero will no longer be required as of tax year 2022, to provide the Tax Equivalency Payment to TCISD. In lieu of the Tax Equivalency Payment, Valero is entering into a separate agreement with TCISD that will provide TCISD a supplemental payment. By doing so, TCISD will not be adversely affected by state formula funding.

At the June 8, 2021, TCISD Board Meeting, the Board unanimously approved the Foreign Trade Zone Exemption and supplemental Valero/TCISD Payment Agreement.

This item was on the Texas City Foreign Trade Zone Board's agenda, immediately prior to this Commission meeting for their consideration.

#### **ANALYSIS**

##### **ALTERNATIVES CONSIDERED**

The proposed amendment only affects TCISD and will not adversely affect the City of Texas City or the Texas City Foreign Trade Zone and therefore, the proposed amendment to Tax Equivalency Payment Agreement is recommended for approval.

---

### Fiscal Impact

### Attachments

Proposed Amendment

Existing Agreement

Resolution

---

**AMENDMENT TO  
TAX EQUIVALENCY PAYMENT AGREEMENT**

THIS AMENDMENT TO TAX EQUIVALENCY PAYMENT AGREEMENT (“AMENDMENT”) is made and entered into by and between VALERO REFINING—TEXAS, L.P., (“VALERO REFINING”) a Texas limited partnership, VALERO MARKETING AND SUPPLY CO., (“VMSC”), a Delaware corporation, TEXAS CITY FOREIGN TRADE ZONE CORPORATION (“GRANTEE”), CITY OF TEXAS CITY, TEXAS (“CITY”), and TEXAS CITY INDEPENDENT SCHOOL DISTRICT, (“TCISD”) a duly authorized and operating independent school district in the State of Texas, (collectively the “Parties”).

**RECITALS**

*WHEREAS*, Grantee has been designated by the Foreign-Trade Zone Board as a General-Purpose Foreign Trade Zone No. 199 located at the Houston-Galveston Port of Entry, and,

*WHEREAS*, Grantee, the City, and PHIBRO ENERGY USA, INC., (“Phibro”) entered into a certain Subzone Approval and Tax Equivalency Payment Agreement dated December 13, 1995, a copy of which, along with an amendment dated September 5, 2000, is attached hereto as **EXHIBIT A** (the “Tax Equivalency Payment Agreement”); and,

*WHEREAS*, on February 13, 1996 Phibro changed its name to BASIS PETROLEUM, INC. (“Basis”); and,

*WHEREAS*, on December 30, 1996 the Foreign Trade Zones Board granted subzone status in Foreign Trade Zone No. 199C to Basis; and,

*WHEREAS*, portions of Foreign Trade Zone No. 199C are located within the territorial boundaries of the TCISD; and,

*WHEREAS*, on September 3, 1997 Basis changed its name to VALERO REFINING COMPANY-TEXAS (“VRC-Texas”); and,

*WHEREAS*, on or about May 4, 1999, Grantee and VRC-Texas entered into a Subzone Operating Agreement, supplanting a previous subzone operating agreement between Grantee and Phibro; and

*WHEREAS*, on November 1, 2001, VRC-Texas was converted to become Valero Refining, a Texas limited partnership; and

*WHEREAS*, Paragraph 5 of the Tax Equivalency Payment Agreement obligates Valero Refining to make a Tax Equivalency Payment (as defined therein) with respect to inventory located within the Subzone to all applicable taxing jurisdictions, including TCISD, as more specifically set forth therein; and

**WHEREAS**, Valero Refining affiliate VMSC owns inventory subject to the Tax Equivalency Payment Agreement, and pursuant to current practice, VMSC is invoiced and remits payment to the City on Valero Refining and VMSC's behalf; and,

**WHEREAS**, the TCISD, Valero Refining, and VMSC desire to enter into a separate tax equivalency agreement to govern the tax equivalency payment obligation required with respect to TCISD (the "Valero/TCISD Payment Agreement");

**NOW, THEREFORE**, in consideration of the foregoing and the covenants and agreements herein contained, the Parties hereto agree to amend the Tax Equivalency Payment Agreement as follows:

1. With effect beginning in tax year 2022, (1) Valero Refining's and/or VMSC's obligation to make the Tax Equivalency Payment pursuant to paragraph 5 of the Tax Equivalency Payment Agreement shall not apply with respect to "taxes that would have been assessed" by TCISD; (2) Grantee's and/or City's invoice to Valero Refining and/or VMSC shall not include any amount with respect to TCISD; and (3) neither Valero Refining or VMSC shall be in default of the Tax Equivalency Payment Agreement for failure to make any payment with respect to "taxes that would have been assessed" by TCISD. (For avoidance of doubt and for purposes of illustration: for tax year 2020, Grantee and/or City invoiced VMSC under the Tax Equivalency Payment Agreement in the amount of \$2,183,283.15 with respect to TCISD, and were this Amendment applicable to tax year 2020, such amount would not have been included in this invoice nor otherwise subject to payment under the Tax Equivalency Payment Agreement.)

2. In substitution of their respective rights and obligations under the Tax Equivalency Payment Agreement, Valero Refining, VMSC, and TCISD are entering into the Valero/TCISD Payment Agreement. In the event that that the Valero/TCISD Payment Agreement is terminated, then beginning with first tax year no longer subject to the Valero/TCISD Payment Agreement, the Tax Equivalency Payment Agreement shall resume and govern the Parties rights and obligations. In the event of such termination, Valero Refining and/or TCISD shall timely notify Grantee and City so as to enable resumption of billing and payment under the Tax Equivalency Payment Agreement.

3. Except as specifically amended herein, all other terms of the Tax Equivalency Payment Agreement shall remain in force and effect. The provisions of Paragraph 6 of the Tax Equivalency Payment Agreement shall apply *mutatis mutandis* to this Amendment. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

**Texas City Foreign Trade Zone Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Texas City, Texas**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Valero Refining—Texas, LP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Valero Marketing and Supply Company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Texas City Independent School District**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TEXAS CITY FOREIGN TRADE ZONE CORPORATION**

**FOREIGN TRADE ZONE NO. 199**

**SUBZONE APPROVAL AND**

**TAX EQUIVALENCY PAYMENT AGREEMENT**

This Agreement is made the 13th day of December, 1995, by and among the City of Texas City (the "City"), Texas City Foreign Trade Zone Corporation (the "Grantee"), and PHIBRO ENERGY USA, INC. (the "Subzone User").

**RECITALS**

**WHEREAS**, the City has established the Grantee as part of the City's Foreign Trade Zone Economic Development Program established under Local Government Code §380.001 (the "Program"); and

**WHEREAS**, under the Program, the Grantee has been established to obtain and maintain a foreign trade zone grant to promote economic development in and around Texas City; and

**WHEREAS**, the Program allows private businesses to participate in the Program and receive the benefits of operating under foreign trade zone procedures through the establishment of one or more Subzones under the conditions expressed in the Program; and

**WHEREAS**, Subzone User desires to participate in the Program, and desires that Grantee make an application for a Subzone at the premises of the Subzone User (the "Subzone Property"); and

**WHEREAS**, as a prerequisite to filing an application for a Subzone, the Program requires the execution of a three party agreement obligating the Subzone User to make tax equivalency payments; and

**WHEREAS**, the City and the Grantee have determined that establishing a Subzone at the Subzone Property in accordance with the Program is in the public interest:

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES EXPRESSED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:**

1. Subzone Application. Grantee agrees to file a Subzone Application for the Subzone Property (the "Subzone Application"), subject to Grantee approval of the text of the actual application.
2. Fees and Expenses. The Subzone User agrees to bear all fees and expenses incurred in connection with preparation and filing of the Subzone Application. Fees and expenses include, without limitation, application fees to the Department of Commerce, and reimbursement of outside counsel fees incurred by the Grantee in review and/or processing of the Subzone Application.
3. City Support. The City agrees to provide a support letter to be included in the Subzone Application.
4. Conditions to Operations. The Subzone User agrees to abide by all terms and conditions of the Program, and by the rules and regulations of Grantee. Prior to activation, the Subzone User will execute a Subzone Operators Agreement with Grantee detailing procedures for Subzone operation.
5. Tax Equivalency Payment.
  - (a) The Subzone User agrees that for each calendar year in which the Subzone Property is activated, the Subzone User will make a Tax Equivalency Payment to Grantee.

- (b) The Tax Equivalency Payment shall be in an amount equal to the difference between (i) the amount of ad valorem taxes that would have been assessed on inventory located at the Subzone Property if the Subzone designation had not been in place for the current year, and (ii) the amount of ad valorem taxes actually assessed for that year on inventory located at the Subzone Property. For purposes of determining the Tax Equivalency Payment, "taxes that would have been assessed" includes all ad valorem taxes which would have been assessed on inventory located at the Subzone Property, regardless of whether or not such inventory is owned by the Subzone User, by all taxing authorities with jurisdiction over the Subzone Property, including without limitation, the City, Galveston County, and applicable school, hospital, and junior college districts. The records of the Galveston Central Appraisal District used in preparing the tax roll shall be deemed conclusive in establishing the amount of taxes that would have been assessed if the Subzone designation had not been in place for the current year.
- (c) On or before October 15 of each year, Grantee shall send to the Subzone User a notice stating the Tax Equivalency Payment required for that calendar year.
- (d) The Tax Equivalency Payment shall be made from the Subzone User to the Grantee on or before November 15 of the year in which the payment is due. All past due amounts shall bear interest at the maximum rate allowable by law.
- (e) If the Subzone User does not timely make its Tax Equivalency payment, the Subzone Property shall be subject to deactivation by the Grantee. Prior to deactivating the Subzone Property, the Grantee shall provide the Subzone User

notice of its intent to deactivate and allow the Subzone User ten (10) days from the date of the notice to pay the past due amount and thereby avoid deactivation. Deactivation shall not affect the Subzone User's liability for payment of the Tax Equivalency Payment.

6. Miscellaneous.

- (a) This Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives, successors and assigns.
- (b) All notices, claims, or demands required or permitted to be given hereunder shall be hand delivered or sent by certified mail, return receipt requested, to the address of each party listed on the signature page.
- (c) In the event any action or proceeding is commenced by any party to (i) determine rights, duties or obligations hereunder, (ii) determine a breach hereof and obtain damages, or (iii) otherwise enforce this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party or parties all costs and expenses, including reasonable attorneys fees and costs.
- (d) This Agreement shall be governed by the laws of the State of Texas, and is performable in Galveston County, Texas.

**ADDRESS FOR NOTICE**

**CITY:**  
1801 - 9TH Avenue North  
P.O. Box 2608  
Texas City, TX 77592-2608  
Attn: City Attorney

**CITY:**  
**CITY OF TEXAS CITY, TEXAS**

By \_\_\_\_\_  
**Charles T. Doyle**  
**Its Mayor**

**GRANTEE:**

1801 - 9th Avenue North  
P.O. Box 2608  
Texas City, TX 77592-2608  
Attn: City Attorney

**GRANTEE:**

**TEXAS CITY FOREIGN TRADE  
ZONE CORPORATION**

By \_\_\_\_\_  
Randy Dietel  
Its Chairman

**SUBZONE USER:**

**PHIBRO ENERGY USA, INC.**  
Texas City Refinery  
Attention: Refinery Manager  
P.O. Box 3429  
Texas City, TX 77592-3429

**SUBZONE USER:**

**PHIBRO ENERGY USA, INC.**  
By Robert M. Flavin  
Robert M. Flavin  
Its Senior Vice President & CFO

GEARY, PORTER & DONOVAN  
A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS

ONE BENT TREE TOWER  
16475 DALLAS PARKWAY, SUITE 500  
ADDISON, TEXAS 75001-6837

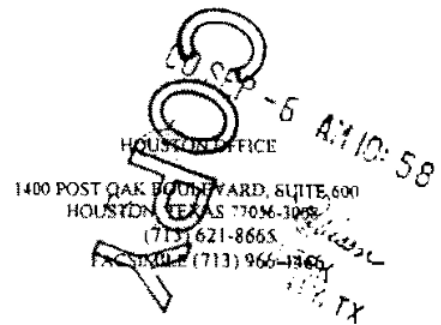
P. O. BOX 700248  
DALLAS, TEXAS 75370-0248

(972) 931-9901  
FACSIMILE (972) 931-9208

DAVID J. KAPLAN

DIRECT DIAL NUMBER  
(972) 349-2104

E MAIL dkaplan@gpd.com



September 5, 2000

Texas City Independent School District  
c/o Mr. Robert Q. Keith  
Keith, Weber & Mosty, P.C.  
P.O. Box 155  
112 N. Nugent  
Johnson City, TX 78636

Re: No. 97CV0755, Basis Petroleum, Inc. v. Galveston  
Central Appraisal District, 56th Judicial District,  
Texas (6315-33910)

Dear Mr. Keith:

The purpose of this letter is to propose certain amendments to the Tax Equivalency Payment Agreement ("Agreement") dated December 13, 1995 by and among the City of Texas City (the "City"), Texas City Foreign Trade Zone Corporation ("TC Corporation"), and Phibro Energy USA, Inc. Valero Refining Company-Texas is the successor in-interest to Phibro Energy USA, Inc. under the Agreement ("Valero"), and the Texas City Independent School District ("TCISD") is a third-party beneficiary under the Agreement.

This letter when executed by the City, TC Corporation, Valero and TCISD will confirm the amendment of the Agreement by the addition of a new paragraph 5(f) thereto, which shall read as follows:

- (1) This paragraph 5(f) shall apply only to the 1997 and 1998 tax years, which tax years when considered together commenced as of January 1, 1997 and ended as of December 31, 1998 (the "Relevant Tax Period");
- (2) This paragraph 5(f) shall apply only to the portion of the Tax Equivalency Payment (the "Applicable TEP") relating to the "taxes that

would have been assessed" by Texas City Independent School District ("TCISD") during the Relevant Tax Period against the assets held by Valero Refining Company - Texas (as successor to Phibro Energy USA, Inc.), as the Subzone User hereunder, during such Relevant Tax Period that qualify as "inventory" in accordance herewith (collectively, the "Relevant Inventory");

- (3) The parties recognize that the 56th Judicial District Court of Galveston County, Texas has ordered that a portion of the appraised values previously attributed to Account Number 8700-0501-3260-010 of Galveston County Appraisal District be removed from the Relevant Tax Period's appraisal rolls of, among others, TCISD because a portion of the Relevant Inventory qualifies for exemption under U.S. federal and Texas state law as foreign trade zone inventory (the "Exempt Relevant Inventory");
- (4) TCISD agrees to transfer tax payments previously made by the Subzone User to TCISD for the Relevant Tax Period with respect to the Exempt Relevant Inventory under Galveston County Appraisal District's Account Number 8700-0501-3260-010 to act as a credit against the Subzone User's payment obligations to TCISD with respect to the Applicable TEP;

TCISD further agrees to provide Subzone User with an additional credit against its Applicable TEP obligations equal to the incremental amount by which TCISD's obligations for school finance recapture payments under the Texas Education Code and other applicable law are reduced as a result of the removal of the Exempt Relevant Inventory values from TCISD's appraisal rolls for the Relevant Tax Period (the "Additional Credit"), which Additional Credit TCISD shall be obligated to make only if, when and to the extent either:

a) TCISD actually receives a refund in the form of a check payable to, or a wire transfer to an account of, TCISD from the State of Texas in the amount of any such reductions to TCISD's school finance recapture obligations for the Relevant Tax Period; or

b) TCISD both

(i) receives written verification from the State of Texas that it has granted to TCISD a credit in the amount of any such reductions to TCISD's school finance recapture obligations for the Relevant Tax Period, which credit the State of Texas will thereafter permit to be applied by TCISD against any amounts owed by TCISD to the State of Texas; and

(ii) makes payments to the State of Texas against which such credit may be applied by TCISD in accordance with applicable law;

- (5) The parties agree that TCISD's obligation to provide the Additional Credit required by this subsection 5(f) (and any actual refunds to the Subzone User necessitated thereby) shall be limited to the Relevant Tax Period and made only if, when and to the extent TCISD receives any applicable refund and/or makes application of any relevant credit to TCISD's payments to the State of Texas, as the case may be, that is directly caused by the reclassification of Relevant Inventory as Exempt Relevant Inventory qualifying for foreign trade zone treatment under applicable U.S. federal and Texas state law; TCISD shall have no obligation to credit the Subzone User's Applicable TEP obligations with any other current or future TCISD income or revenues or other moneys now or hereafter held by or owed to TCISD, including, without limitation, any current or future TCISD ad valorem tax revenues, moneys received by TCISD from the

September 5, 2000

Page 4

U.S. government or the State of Texas, local revenues or TCISD's fund balances;

- (6) TCISD agrees that it will use its reasonable best efforts to assist with the prosecution of any appeal or administrative proceeding involving, or the filing of any necessary forms with, the Texas Education Agency, the Texas Comptroller of Public Accounts or other applicable agencies for the purpose of seeking a redetermination of the results of TCISD's Property Value Study, as well as a redetermination of its school finance recapture obligations, for the Relevant Tax Period with respect to the Exempt Relevant Inventory;
- (7) The Subzone User agrees to indemnify TCISD for any reasonable costs and expenses, including attorneys' fees and expenses, incurred by or charged to TCISD in seeking the redeterminations provided by this subsection(f); and
- (8) The parties hereto agree that TCISD's obligation to provide the Additional Credit against the Subzone User's Applicable TEP obligations required by this subsection 5(f) (and any actual refunds to the Subzone User necessary as a result thereof) shall be made by TCISD as soon as possible, but in no event later than thirty (30) business days, following TCISD's receipt of any applicable refund from the State of Texas and/or TCISD's application of any relevant credit to its payments to the State of Texas, as the case may be.

Although this Agreement will not be filed with the Court unless enforcement of its provisions is required, it is intended by the parties that this document shall constitute a written Agreement pursuant to Texas Rule of Civil Procedure 11.

This letter agreement may be signed in one or more counterparts, but all of which when taken together shall constitute one and the same letter agreement. This letter agreement may not

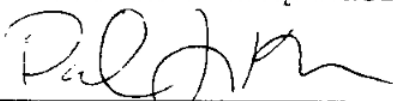
September 5, 2000  
Page 5

be amended except pursuant to a writing signed by the City, TC Corporation, Valero and TCISD.

Thank you for your assistance with this matter. Please let me know if you have any questions.

Very truly yours,

GEARY, PORTER & DONOVAN  
A Professional Corporation

By:   
\_\_\_\_\_  
David J. Kaplan  
Attorney for Valero  
Refining Company-Texas

AGREED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
Galveston Central Appraisal District

By: Robert Q. Keith, Attorney for  
Galveston Central Appraisal District

Date: \_\_\_\_\_

September 5, 2000

Page 6

Thank you for your assistance with this matter. Please let me know if you have any questions.

Very truly yours,

GEARY, PORTER & DONOVAN  
A Professional Corporation

By: \_\_\_\_\_  
David J Kaplan  
Attorney for Valero  
Refining Company-Texas

AGREED AS TO FORM AND SUBSTANCE:

*Robert Q. Keith*

Galveston Central Appraisal District

By: Robert Q. Keith, Attorney for  
Galveston Central Appraisal District

Date: 9-5-00

September 5, 2000

Page 6

*[Handwritten Signature]*

By: David J. Kaplan, Attorney for  
Valero Refining Company-Texas

Date: 9/5/00

ACKNOWLEDGED AND AGREED TO AS OF AUGUST \_\_\_\_\_, 2000 by and among:

Valero Refining Company-Texas,  
successor to Phibro Energy USA, Inc.

By: *[Handwritten Signature]*  
Name: ROY G MARTINEZ  
Title: Asst. Sec.  
Date: 11/29/00

City of Texas City, Texas  
By: *[Handwritten Signature]*  
Name: CARLOS GALZA  
Title: MAYOR  
Date: 11-10-00

Texas City Independent School District  
By: *[Handwritten Signature]*  
Name: LUPIN CANTU  
Title: PRINCIPAL  
Date: 11-14-00

Texas City Foreign Trade Zone Corporation  
By: *[Handwritten Signature]*  
Name: RANDY DITTEL  
Title: PRINCIPAL  
Date: 11-14-00

DJK/jlp

**RESOLUTION NO. 21-047**

**A RESOLUTION APPROVING AN AMENDMENT TO THE TAX EQUIVALENCY PAYMENT AGREEMENT BETWEEN VALERO REFINING-TEXAS L.P., ("VALERO REFINING"), THE TEXAS CITY FOREIGN TRADE ZONE CORPORATION ("GRANTEE"), THE CITY OF TEXAS CITY ('CITY"), AND THE TEXAS CITY INDEPENDENT SCHOOL DISTRICT ("TCISD"); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the current existing agreement obligates Valero Refining to make a Tax Equivalency Payment with respect to inventory located within the Subzone to all applicable taxing jurisdictions; and

**WHEREAS**, With approval of the proposed amendment, Valero will no longer be required as of tax year 2022, to provide the Tax Equivalency Payment to TCISD. In lieu of the Tax Equivalency Payment, Valero is entering into a separate agreement with TCISD that will provide TCISD a supplemental payment. By doing so, TCISD will not be adversely affected by state formula funding; and

**WHEREAS**, At the June 8, 2021, TCISD Board Meeting, the Board unanimously approved the Foreign Trade Zone Exemption and supplemental Valero/TCISD Payment Agreement.

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

**SECTION 1:** The City Commission of the City hereby approves execution of an amendment to the Tax Equivalency Payment Agreement between Valero Refining-Texas L.P., ("Valero Refining"), the Texas City Foreign Trade Zone Corporation ("Grantee"), the City of Texas City ('City'), and the Texas City Independent School District ('TCISD').

**SECTION 2:** It is hereby found, determined, and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Commission was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. City Commission further ratifies, approves and confirms such written notice and the contents and posting thereof.

**SECTION 3:** This Resolution shall take effect immediately upon its first and final reading and the passage and approval.

**PASSED AND ADOPTED the 21st day of July 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**

**(8) (c)**

**Meeting Date:** 07/21/2021

Resolution No. 21-048, awarding a bid for the completion of a Compensation and Classification Study to Evergreen Solutions, LLC.

**Submitted For:** Jennifer Price, Human Resources

**Submitted By:** Jennifer Price, Human Resources

**Department:** Human Resources

---

### **Information**

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

Approve and award bid #2021-102 Compensation and Classification Study to Evergreen Solutions, LLC.

#### **BACKGROUND**

Compensation and Classification Studies analyze the current pay practices to determine if we are competitive within the public sector and geographic region. The process includes collecting data, conducting employee focus groups, administering and analyzing job assessment tools to employees, developing a proposed classification structure, developing recommendations for compensation management, designing implementation plans, creating final reports, and presenting the study results. Best practice recommends a Compensation and Classification Study be completed every 3-5 years in order to remain competitive in the market.

Evergreen Solutions, a female-owned business, was formed in 2004 to provide an alternative to traditional consulting practices. They are a national public sector consulting firm with extensive experience working with local governments. They have conducted more than 600 similar studies throughout the country, including many within the State of Texas.

#### **ANALYSIS**

RFP #2021-098 was created and advertised in May 2021 and proposals were opened on May 27, 2021.

There were seven (7) respondents:

- CPS HR Consulting
- Evergreen Solutions
- Gallagher
- Logic Compensation Group
- Management Advisory Group
- McGrath
- The Executive Suite

A panel of City staff members, including Finance, Management Services, Police, Public Works, Human Resources, Fire, and Recreation and Tourism were assembled to review proposals. The panel chose to interview the top three (3) companies based on the cost of services, experience, methodology, and timeline. Gallagher, Evergreen Solutions, and Management Advisory Group were interviewed in person in late June and early July 2021.

They were scored again on cost of services, experience, methodology, timeline, and overall presentation and communication. Based on these scores, the panel recommends Evergreen Solutions be awarded the contract. Their fees for this service will be \$54,500.00. It should be noted that this is considered a professional service. In accordance with the Local Government Code, a selection and award of a contract shall be on the basis of demonstrated competence and qualifications to perform the services and not on the basis of a competitive bid.

## **ALTERNATIVES CONSIDERED**

---

### **Fiscal Impact**

### **Attachments**

Proposal Fee Tab  
City Panel Score Sheet  
Resolution  
Attachment

---

**RFP 2021-098 Compensation & Classification Study**

**Proposal Fee Tab**

<b>Vendor</b>	<b>Fee</b>
CPS HR Consulting	\$401,140.00
Evergreen Solutions	\$54,500.00
Gallagher	\$103,450.00
Logic Compensation Group	\$98,000.00
Management Advisory Group	\$34,800.00
McGrath	\$77,150.00
The Executive Suite	\$88,695.00

	Evergreen	Gallagher	MAG
Laura Boyd	91.0000	58.0000	95.0000
Jon Branson	99.0000	90.0000	93.0000
Jess Colwell	95.0000	60.0000	90.0000
Jack Haralson	87.0000	73.0000	100.0000
Ryan McClellen	83.0000	60.0000	78.0000
Jennifer Price	95.0000	70.0000	85.0000
Jesse Rubio	96.0000	87.0000	98.0000
	92.2857	71.1429	91.2857

**RESOLUTION NO. 21-048**

**A RESOLUTION APPROVING AND AWARDING BID NO. 2021-102  
COMPENSATION AND CLASSIFICATION STUDY TO EVERGREEN  
SOLUTIONS, LLC.; AND PROVIDING THAT THIS RESOLUTION SHALL  
BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, bid packets were published on May 5, 2021, and May 12, 2021, for Compensation and Classification Study, Bid No. 2021-102; and

**WHEREAS**, bids were opened on May 27, 2021 at 2:00 p.m.; and

**WHEREAS**, the recommendation of Management Services, Finance, Police, Fire, Recreation and Tourism, and Human Resource Department is that Bid No. 2021-102 be awarded to Evergreen Solutions, LLC. for meeting all specifications.

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

**SECTION 1:** That the successful bidder for the Compensation and Classification Study, Bid No. 2021-102 is Evergreen Solutions, LLC.

**SECTION 2:** That the Mayor is hereby authorized to enter into an annual contract with Evergreen Solutions, LLC., for the Compensation and Classification Study, Bid No. 2021-102, for the respective unit price bids in **Exhibit "A"**, as attached hereto and incorporated herein for all intents and purposes.

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

**PASSED AND ADOPTED this 21st day of July 2021.**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

\_\_\_\_\_  
Kyle L. Dickson  
City Attorney



# Consulting Services Agreement

By and Between

City of Texas City, Texas

and

Evergreen Solutions, LLC

This Agreement (the "Agreement"), dated as of July 21, 2021, is made by and between Evergreen Solutions, LLC, a Florida corporation ("Evergreen"), and the City of Texas City (the "Client").

WHEREAS, Evergreen Solutions and the Client desire to enter into an agreement whereby Evergreen will provide certain management consulting services for the Client on the terms and conditions hereinafter set forth; and

WHEREAS, Evergreen Solutions is willing to provide such management consulting services for the Client.

NOW, THEREFORE, the parties hereto agree as follows:

**1. Engagement.** Evergreen Solutions hereby agrees to provide such management consulting services for the Client as may be reasonably requested by the Client in connection with the Request for Proposal (RFP #2021-098) and Proposal submitted by Evergreen Solutions on May 27, 2021.

**2. Extent of Services.** Evergreen Solutions agrees to perform such services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties to act in a manner consistent with the primary objective of completing the engagement.

Evergreen Solutions agrees to devote such time as is reasonably required to fulfill its duties hereunder. Throughout the duration of this agreement, Evergreen Solutions will serve as an independent contractor of the Client, as such; Evergreen Solutions will obey all laws relating to federal and state income taxes,



---

associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations.

In the successful completion of this engagement, Evergreen Solutions may utilize subcontractors, but Evergreen Solutions shall remain completely responsible to the Client for performance under this Agreement.

**3. Term.** The engagement of the Consultant hereunder by Client shall commence as of the date hereof and shall continue through November 30, 2021, unless earlier terminated, pursuant to Section 5 hereof.

**4. Compensation.**

(a) As compensation for the services contemplated herein and for performance rendered by Evergreen Solutions of its duties and obligations hereunder, the Client shall pay to Evergreen Solutions an aggregate fee equal to \$54,500 (the "Consulting Fee"), earned and payable according to the following invoice/payment schedule:

- 25% - upon completion of Tasks 1 - 2 of our work plan
- 25% - upon completion of Tasks 3 - 4 of our work plan
- 25% - upon completion of Tasks 5 - 6 of our work plan
- 25% - upon completion of Tasks 7 - 12 of our work plan

(b) The Client's sole obligation shall be to pay Evergreen Solutions the amounts described in Section 4(a) of this Agreement, and the Consultant is not and shall not be deemed an employee of the Client for any purpose.

**5. Termination.** This Agreement shall be terminated as follows:

(a) 30 days after written notice of termination is given by either party at any time after July 21, 2021, provided however, that if the Client shall terminate this Agreement pursuant to this Section 5(a) for any reason other than Consultant's material breach of this Agreement (having given prior notice of, and reasonable opportunity for Consultant to cure, any such breach), Client shall pay to consultant in one lump sum an amount equal to that portion of the aggregate Consulting Fee which has not been paid to Consultant as of the effective date of such termination.

(b) On such date as is mutually agreed by the parties in writing.

(c) Upon expiration of the Term as set forth in Section 3.

If Client elects to terminate for material breach then Client shall pay to consultant in one lump sum an amount equal only to that for which services have been rendered.

Upon termination of this Agreement pursuant to this Section 5, except as contemplated by Section 5(a) in the event Client terminates this Agreement in the absence of continuing material breach hereof by Consultant, Consultant shall be entitled to payment of only that portion of the Consulting Fee earned through the effective date of such termination and any portion of the Lump Sum Payment which has not been paid to Consultant as of the effective date of such termination.

**6. Confidential Information.** Evergreen Solutions shall not, at any time during or following expiration or termination of its engagement hereunder (regardless of the manner, reason, time or cause thereof) directly



---

or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of the Client any trade secrets or confidential information as determined by the Client in writing.

**7. Covenants.** Evergreen Solutions agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with its engagement hereunder, and (b) not engage in any activity which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the Client.

**8. Binding Effect.** This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their respective successors or assigns (whether resulting from any re organization, consolidation or merger of either of the parties or any assignment to a business to which all or substantially all of the assets of either party are sold).

**9. Entire Agreement.** This Agreement, including the aforementioned RFP and proposal, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements and understandings with respect thereto and cannot be modified, amended, waived or terminated, in whole or in part, except in writing signed by the party to be charged.

**10. Notices.** All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by facsimile transmission, addressed as follows:

(a.) If to Evergreen Solutions addressed to:

Evergreen Solutions, LLC  
Attention: Dr. Jeff Ling, President  
2878 Remington Green Circle  
Tallahassee, Florida 32308

(b.) If to the Client addressed to:

City of Texas City  
Attention: Ms. Jennifer Price, Director of Human Resources  
City of Texas City  
1801 9<sup>th</sup> Avenue North  
Texas City, Texas 77590

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

**11. Miscellaneous.** This Agreement:

(a) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns;

(b) may not (except as provided in Section 9 hereof) be assigned by either party hereto without the prior written consent of the other party (any purported assignment hereof in violation of this provision being null and void);

(c) may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original but all of which together shall constitute



---

---

one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party;

(d) may be amended, modified or supplemented only by a written instrument executed by all of the parties hereto; and

(e) embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings among the parties with respect thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Evergreen Solutions, LLC

-----  
Jeff Ling, President

City of Texas City

-----  
Dedrick Johnson, Sr., Mayor



**CITY COMMISSION REGULAR MTG**

**(8) (d)**

**Meeting Date:** 07/21/2021

Joiner Architects Professional Services Agreement for New Fire Station and Police Satellite Station at Lago Mar

**Submitted For:** Mike McKinley, Public Works      **Submitted By:** Mike McKinley, Public Works

**Department:** Public Works

---

**Information**

**ACTION REQUEST (Brief Summary)**

Authorize the Mayor to execute a professional services agreement with Joiner Architect for the development of a public safety facility for Fire, Police and Emergency Medical Services.

**BACKGROUND**

The City has identified a need to improve the methods of providing and delivering public safety emergency services.

The proposal is attached for your review.

**ANALYSIS**

It is in the City's best interest to retain the services of Joiner Architects whose employees possess the professional skills and experience related to the design and development of Public Safety Facilities.

Thank you.

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**Attachments**

Exhibit A  
Resolution

---



700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401  
2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

April 19, 2021

Mr. Jack Haralson  
Director of Public Works  
Texas City, Texas  
7800 Emmett F. Lowry Expressway  
Texas City, TX 77591

RE: NEW FIRE STATION NO. 4 & POLICE SATELLITE STATION  
PROPOSAL FOR PROFESSIONAL SERVICES

Dear Mr. Haralson:

Thank you for the opportunity to submit this proposal for professional services. We greatly appreciate it. Joiner Architects, Inc., the Architect, is pleased to provide this proposal to Texas City, the Client, for professional services for the above referenced project. Below are our proposed Scope of Services based on our understanding of the following Project Description:

**Project Description:**

Construction of an approximately 13,000 square foot three bay, double deep fire station and 4,000 square foot police satellite holding station on an existing five-acre site currently owned by Texas City. It is our understanding that the City intends to construct the new Fire Station on this site to house Fire & EMS engine crews, gang dorm rooms, restrooms with showers, a kitchen/dining area, a day room, a watch office, combination office/dorms, personnel and equipment decontamination areas, and storage areas for bunker gear and medical supplies. Limited information is known at this time with respect to the police satellite holding station program/spaces, but we understand that it will have offices, restrooms, storage, holding cells, and a lounge area. Fire station construction will include metal stud and CMU walls, a backup generator, drive through apparatus bays with fully glazed bi-fold doors at front, sectional doors at rear, and a bay vehicle workshop with ancillary support spaces. The site shall include drive-around curbed/concrete vehicular pavement, generator enclosure, perimeter fencing with access-controlled gates, and adequate parking for full staffing on 24/7 operation. Land title and boundary/utility/topographic surveys of the proposed site will be provided by the City, including required elevation certificates at construction drawings, form work, and final elevation stages. The project will also include required floodplain mitigation and onsite detention as required. Sitework to include underground storm, sanitary sewer, water and electrical services to the new buildings. The building foundations shall be reinforced concrete slab-on-grade with footings as determined by the Geotechnical Investigation. The building superstructures shall be conventional steel framed and constructed to 155 mph/3 second gust ultimate wind load standards. The exterior building materials shall comply with City standards, be low maintenance, and harmonize with the neighboring structures. With respect to the mechanical systems, DX split systems shall be provided. Dedicated outside air units



700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401  
2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

will be utilized for pretreatment of the outside air that will be connected to interior chilled water fan coil units with electric heat for humidity control. LED lighting will be provided throughout the buildings with lighting controls to meet the IECC 2015 energy code requirements. The lighting controls will be provided with occupancy sensors, vacancy sensors, daylight sensors, and lighting relay panels with schedule and photocell control. The buildings shall also have Building Automation Systems for offsite control. Storm drainage to be routed underground through rooftop standing seam metal roof gutters and downspouts. New natural gas water heaters to be provided within the buildings. Natural gas shall also be provided to the Fire Station for the generator, kitchen, and apparatus bay unit heaters. Copper domestic water piping to be provided throughout. An air compressor and compressed air reels to be provided in the apparatus bays. Both buildings shall be fully fire sprinklered. Low voltage requirements to be coordinated with the owner to meet Texas City's facility standards. An alerting system will be provided for the new Fire Station.

**Scope of Basic Services:**

The following items shall be included in the Compensation for this proposal. See attached Exhibit A for a complete description:

1. Architectural Services throughout the following phases: Programming, Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration.
2. Consult with the following engineering consultants and document systems: structural, mechanical, electrical, and plumbing.
3. Consult with Client's security and alerting system manufacturers, and specify preferred systems.
4. Consult with Client's door hardware consultant, and specify preferred access control and hardware systems.
5. Comply with all Building Code requirements and Texas City standards.
6. Multiple 3-D models and exterior renderings for the Client's review/approval.
7. Design project to meet Client's anticipated budget and make all necessary revisions to the contract documents to meet that budget at no additional cost to Client. Upon Client's request, value-engineer construction documents as required at no additional cost to Client, unless Client changes the established budget after document completion.
8. Obtain all approvals and permits necessary to construct the project. Building code plan checking and permitting fees to be waived by Client.
9. Prepare interior and exterior finish color selections/schemes for the Client's approval.
10. Facilitate equipment demonstrations with the General Contractor and Client.
11. Coordinate with the General Contractor in obtaining the final Certificate of Occupancy.
12. Assist the Client during the one-year warranty period.

**Additional Services:**

The following items shall be required, but are considered additional when determining the Compensation for this proposal, and will result in additional service charges. All additional services require prior approval by Client. See attached Exhibit A for a complete description:

1. Consult with geotechnical engineer to provide geotechnical investigation/study.
2. Consult with surveyor to provide all required boundary/topo/utility surveying and elevation certificates.

# JOINER ARCHITECTS

700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401  
2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

3. Consult with civil engineer for all site civil engineering.
4. Consult with technology engineer for all technology engineering.
5. MEP Commissioning services required by the 2015 International Energy Conservation Code.
6. Consult with windstorm engineer to provide certification WPI-8 for the specified wind loads including, but not limited to, execution of the Texas Department of Insurance (TDI) Application for Certificate of Compliance Form WPI-1, Inspection Verification Form WPI-2-BC-6, and all necessary document reviews and inspections.
7. Third party mechanical system testing and balancing services.

### **Reimbursable Expenses:**

The following items shall be paid by Architect and reimbursed by Client. See attached Exhibit A for a complete description:

1. TDL&R registration, review, and inspection fees pertaining to Accessibility for compliance with the Texas Accessibility Standards.
2. Printing costs.
3. Couriering costs.

### **Service Exclusions:**

The following items were not considered when determining the Compensation for this proposal, and shall result in additional service charges if requested or required:

1. Property platting.
2. Design of training tower and/or training props.
3. Design of radio tower. This to be an allowance within the project.
4. Design of fuel storage tanks (if required, this service to be provided by the Sub Contractor as part of construction per State requirements and funded by allowance within the project).
5. Design of fire sprinkler system (this service to be included in Base Bid construction cost). Design must be provided by installer per State requirements. Performance spec provided by Plumbing Engineer.
6. Design of lawn irrigation system (this service to be included in Base Bid construction cost). Design must be provided by installer per State requirements. Performance spec provided by Architect.
7. LEED (Leadership in Energy and Environmental Design) Certification.
8. Consult with traffic engineer for traffic impact analysis if required.
9. Consult with landscape architect for landscape design. Basic landscaping to meet City standards in Scope of Basic Services.
10. Construction material testing.
11. Consult with civil engineer to design utility extensions to the site and/or offsite detention/mitigation studies.
12. Fees associated with site and building plan checking and permitting (City, County, TXDOT, or any authority having jurisdiction).
13. Fees associated with utility service connections/taps/impacts.
14. Environmental/Wetland/Faultline assessments/studies.
15. Roadway warning signal design.
16. Third party photographic construction documentation.
17. Significant increase in project scope that increases the total budget by 10% or greater.

# JOINER ARCHITECTS

700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401  
2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

## Construction Delivery Method:

Competitive Sealed Proposal

## Schedule:

See attached Exhibit B for our Proposed Design and Construction Schedule.

## Anticipated Construction Budget:

New Fire Station No. 4 (13,000 SF x \$450/SF)	\$5,850,000.00
New Police Satellite Station (4,000 SF x \$550/SF)	\$2,200,000.00

## Compensation:

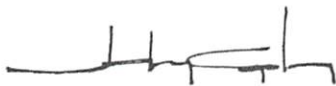
Based on the above Scope of Basic Services we are proposing a 7% fee of the final construction cost, which is currently estimated at **\$563,500.00 (five hundred sixty-three thousand, five hundred dollars and zero cents)**. See attached Exhibit A for a complete fee breakdown.

## Additional Services Schedule of Hourly Fees:

Administrative	\$150.00
Design Professional/CAD Operator	\$250.00
Project Architect/Technical Lead	\$300.00
Principal	\$350.00

Please feel free to contact me if you have any questions pertaining to this proposal. We look forward to working with you, and completing another successful project.

Sincerely,



Joby M. Copley, AIA  
Partner

# JOINER ARCHITECTS

700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401  
2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

## New Fire Station No. 4 & Police Satellite Station Compensation Schedule

### Basic Services

Architectural, MEP & Structural Engineering Fee	\$563,500
Programming	\$28,175
Schematic Design	\$56,350
Design Development	\$112,700
Construction Documents	\$225,400
Bidding	\$28,175
Construction Administration	\$112,700

**BASIC SERVICES TOTAL:** \$563,500

### Additional Services

Geotechnical Engineering	\$4,500
Civil Engineering (Alternate Engineer)	\$77,000
Boundary/Topo/Utility Surveying & Elevation Certificates	\$20,000
Technology Engineering	\$18,000
MEP Commissioning	\$20,000
Mechanical System Testing & Balancing	\$55,000
Windstorm Engineering	\$6,000

**ADDITIONAL SERVICES TOTAL:** \$200,500

### Reimbursables

Accessibility Review/Inspection	\$6,000
Printing/Couriering	\$12,000

**BASIC & ADDITIONAL SERVICES INCLUDING REIMBURSABLES TOTAL:** \$782,000



700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401  
 2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

**New Fire Station No. 4 & Police Satellite Station  
 Design & Construction Schedule  
 Texas City, Texas  
 JA Project No. 21005  
 April 19, 2021**

**CONTRACT AWARD**

Present Proposal for Professional Services to the City ..... April 19, 2021  
 Architect's Contract Finalized & Approved by City Council ..... May 5, 2021

**PROGRAMMING PHASE**

Begin Programming ..... May 5, 2021  
 Programming Complete ..... May 31, 2021

**SCHEMATIC DESIGN PHASE**

Begin Schematic Design ..... June 1, 2021  
 Schematic Design Complete ..... June 21, 2021

**DESIGN DEVELOPMENT PHASE**

Begin Design Development ..... June 22, 2021  
 Design Development Complete ..... July 19, 2021  
 Present Design Development to City Council ..... July 21, 2021

**CONSTRUCTION DOCUMENT PHASE**

Begin Construction Documents ..... July 22, 2021  
     50% Document Review ..... September 20, 2021  
     75% Document Review ..... October 18, 2021  
     95% Document Review ..... November 8, 2021  
 Construction Documents Complete ..... November 15, 2021

**COMPETITIVE SEALED PROPOSAL PROCUREMENT /CONTRACT AWARD**

Issue Construction Documents for Bidding ..... November 16, 2021  
 First Advertisement ..... November 21, 2021  
 Second Advertisement ..... November 28, 2021  
 Preproposal Meeting ..... December 2, 2021  
 Contractor Qualification Statements Due ..... December 9, 2021  
 Receive Bids ..... December 16, 2021  
 Present Selected Proposer to the City Council ..... January 19, 2022

**CONSTRUCTION PHASE**

Issue Notice to Proceed/Begin Construction ..... February 1, 2022  
 Substantial Completion & Owner Move-in ..... February 1, 2023

**PUNCH LIST/CLOSEOUT**

Final Completion ..... February 2, 2023 – May 2, 2023

**WARRANTY PHASE**

Warranty Phase ..... February 1, 2023 – February 1, 2024

GCMUD 54  
4.973 ACRES  
PROPOSED EMS SITE

MAY 3, 2021  
JOB NO. 8862-00

DESCRIPTION OF A 4.973 ACRE TRACT OF LAND SITUATED  
IN THE ALEXANDER FARMER LEAGUE, ABSTRACT NO. 11  
CITY OF TEXAS CITY  
GALVESTON COUNTY, TEXAS

BEING a 4.973 acres (216,611 square foot) tract of land situated in the Alexander Farmer League, Abstract No. 11, City of Texas City of Galveston County, Texas and being a portion of the remainder of a called 801.38 acre tract of land as described in an instrument to Land Tejas Texas City, Ltd. recorded under Galveston County Clerk's File Number (G.C.C.F. No.) 2006002502, said 4.973 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to the Northwest line of a called 23.47 acre tract of land as described in an instrument to Galveston County Municipal Utility District No. 54 recorded under G.C.C.F. No. 2019056520 as cited herein:

**BEGINNING** at a 1/2-inch iron pipe with cap stamped "BGE INC" found for the Northernmost corner of said 23.47 acre tract and the Easternmost corner of the herein described tract, lying on the Southwest right-of-way line of Lago Mar Boulevard (width varies) as shown on GALVESTON OUTLETS, a subdivision per plat recorded under Plat Record 2012A, Map Nos. 91-94 of the Galveston County Map Records;

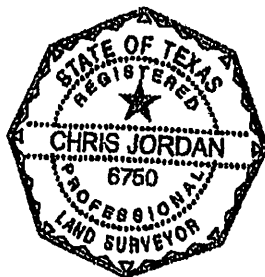
THENCE, S 57°57'28" W, along and with the Northwest line of said 23.47 acre tract, a distance of 640.07 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the Southernmost corner of the herein described tract, from which a 1/2-inch iron pipe with cap stamped "BGE INC" found for the Westernmost corner of said 23.47 acre tract and the Northernmost corner of a called 13.55 acre tract of land as described in an instrument to Galveston County Municipal Utility District No. 54 recorded under G.C.C.F. No. 2018015657 bears S 57°57'28" W, 255.93 feet;

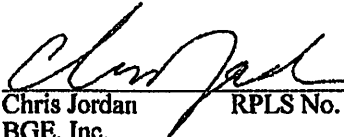
THENCE, over and across said 801.38 acre tract, the following courses and distances:

N 33°20'28" W, a distance of 364.33 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the Westernmost corner of the herein described tract;

N 58°04'56" E, a distance of 538.58 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the Northernmost corner of the herein described tract, lying on the Southwesterly right-of-way line of said Lago Mar Boulevard, same point being the beginning of a non-tangent curve to the right, from which its center bears S 35°33'25" W, 1,950.00 feet;

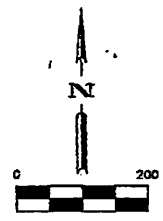
THENCE, in a Southeasterly direction, along and with the Southwesterly right-of-way line of said Lago Mar Boulevard and along said curve to the right, an arc distance of 379.89 feet, having a radius of 1950.00 feet, a central angle of 11°09'43" and chord which bears S 48°51'43" E, 379.29 feet to the **POINT OF BEGINNING** and containing 4.973 acres (216,611 square feet) of land.



  
Chris Jordan RPLS No. 6750  
BGE, Inc.  
10777 Westheimer Road, Suite 400  
Houston, Texas 77042  
Telephone: (281) 558-8700  
TBPLS Licensed Surveying Firm No. 10106500

G:\V\1\Projects\Districts\CDM\0559\8862-00-Loop\_Mar\_M&B\_for\_5\_Acre\_EMS\_Site\VA\4\_Fresh\Drawing\3\_Tract\_EMS\_Ext.dwg 9/11/2021 1:38 PM jrobins

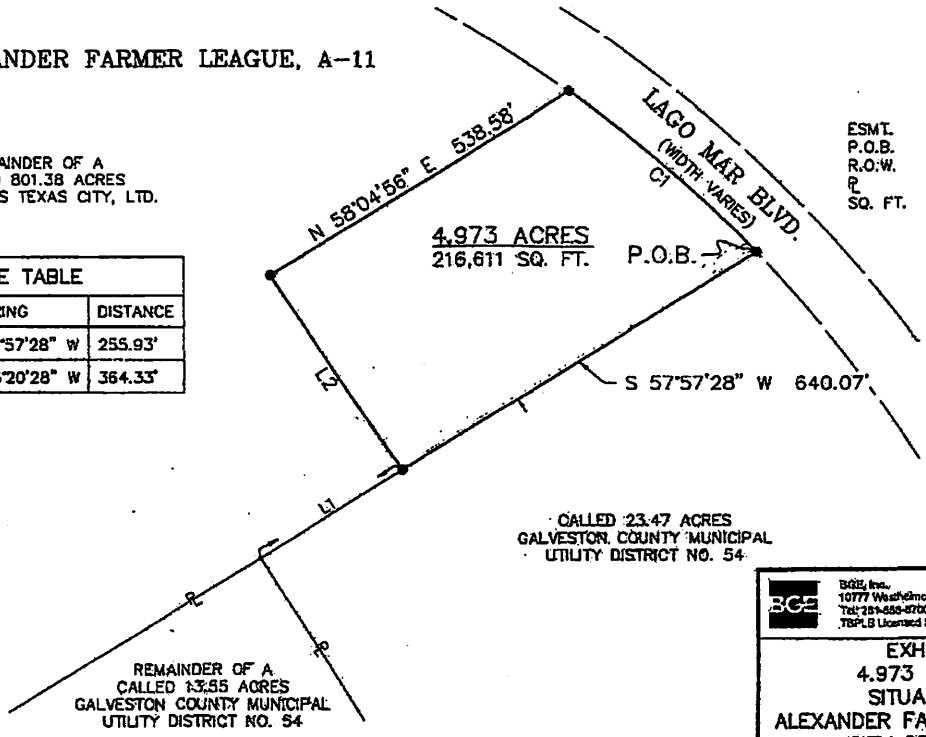
CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	379.89'	1,950.00'	11°09'43"	S 48°51'43" E	379.29'



**ALEXANDER FARMER LEAGUE, A-11**

REMAINDER OF A  
CALLED 801.38 ACRES  
LAND TEJAS TEXAS CITY, LTD.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 57°57'28" W	255.93'
L2	N 33°20'28" W	364.33'



**LEGEND**

- ESMT. EASEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- R. PROPERTY LINE
- SQ. FT. SQUARE FEET

· CALLED 23.47 ACRES  
GALVESTON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 54

REMAINDER OF A  
CALLED 13.85 ACRES  
GALVESTON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 54

NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED EASEMENT SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

BGS, Inc. 10777 Westheimer, Suite 400, Houston, TX 77042 Tel: 281-559-4700 • www.bgsinc.com TSPS Licensed Surveying Firm No. 10106500			
<b>EXHIBIT OF A 4.973 ACRE TRACT SITUATED IN THE ALEXANDER FARMER LEAGUE, A-11 CITY OF TEXAS CITY GALVESTON COUNTY, TEXAS</b>			
Scale: 1"=200'	Job No.: 8862-00	Date: 05/2021	Drawing: 1 OF 1



**RESOLUTION NO. 21-049**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH JOINER ARCHITECTS CONTRACT FOR THE DEVELOPMENT OF A PUBLIC SAFETY FACILITY FOR FIRE, POLICE, AND EMERGENCY MEDICAL SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the City of Texas City has identified a need to improve the methods of providing and delivering public safety emergency services; and

**WHEREAS**, it is the recommendation of the Public Works Department to enter into a professional service agreement with Joiner Architect for the development of a public safety facility for Fire, Police, and Emergency Medical Services.

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

**SECTION 1:** That the City Commission of the City of Texas City hereby authorizes the Mayor to enter into a professional service agreement with Joiner Architect for the development of a public safety facility for Fire, Police, and Emergency Medical Services.

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

**PASSED AND ADOPTED this 21st day of July 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**

**(8) (e)**

**Meeting Date:** 07/21/2021

**Submitted For:** Thomas Munoz, Emergency Management

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

**Department:** Emergency Management

---

**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 21-050, authorizing the City of Texas City to issue Request for Proposals (RFP) for administrative services and Request for Qualifications (RFQ) for professional services for the American Rescue Plan Act of 2021. (Emergency Management)

**BACKGROUND**

As per the American Rescue Plan funding, we have to start following the 2 CFR 200 process.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**Attachments**

Resolution

---

**RESOLUTION NO. 21-050**

**A RESOLUTION AUTHORIZING THE CITY OF TEXAS CITY TO ISSUE REQUEST FOR PROPOSALS (RFP) FOR ADMINISTRATIVE SERVICES AND REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL SERVICES FOR THE AMERICAN RESCUE PLAN ACT OF 2021; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, to comply with the American Rescue Plan funding, the City of Texas City must follow the 2 CFR 200 progress; and

**WHEREAS**, the approval of this Resolution will authorize the City of Texas City to issue requests for proposals (RFP) for administrative services and requests for qualifications (RFQ) for professional services for the American Rescue Plan Act of 2021.

**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 be authorized to issue requests for proposals (RFP) for administrative services and requests for qualifications (RFQ) for professional services for the American Rescue Plan Act of 2021.

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

**PASSED AND ADOPTED this 21st day of July 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**

**(8) (f)**

**Meeting Date:** 07/21/2021

Reject All Bids Received for Bid # 2021-101 Water and Sewer Line Repair Materials

**Submitted For:** Mike McKinley, Public Works      **Submitted By:** Mike McKinley, Public Works

**Department:** Public Works

---

**Information**

**ACTION REQUEST (Brief Summary)**

Rejection of all bids received for Bid # 2021-101 Water and Sewer Line Repair Materials Annual Contract and rebid at a later date.

**BACKGROUND**

Bid packets were sent to local area vendors on May 5, 2021.

All bids received by the City were incomplete. A letter of recommendation is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to reject all bids and rebid at a later date.

Thank you.

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**Attachments**

Reject Bids - Exhibit A  
Resolution

---

# CITY OF TEXAS CITY, TEXAS

---

UTILITIES DEPARTMENT • OFFICE (409) 359-5505 • FAX (409) 941-0163

Mayor:  
Dedrick Johnson, Sr.



Commissioners:  
Thelma Bowie  
Kevin Yackly  
Keith Henry  
Felix Herrera  
Dorthea Jones Pointer  
Jami Clark

July 12, 2021

The City recently opened bids for water and sewer line materials. Four vendors submitted bids. At this time, it is recommended that all bids be rejected. None of the bids received were complete, some had sections that were not bid, others had specific line items not bid and some bid items that do not meet specifications. In speaking with vendors about the bid, the volatility in the market at this time has them hesitant to bid certain items and guarantee prices for the bid term.

Before going to bid, we tried to extend current bid with our current vendor. They declined. We will get quotes for purchases, and in a few months, possibly bid for the materials again.

A handwritten signature in cursive script that reads 'Corbin Ballast'.

Corbin Ballast  
Director of Utilities  
City of Texas City  
Office 409 359-5505  
Cell 409 750-2446

*"QPS – Quality Public Service"*

---

911 Highway 146 • Texas City, Texas 77592-2608  
<http://www.texas-city-tx.org>

**RESOLUTION NO. 21-051**

**A RESOLUTION APPROVING THE REJECTION OF ALL BIDS SUMMITTED FOR BID NO. 2021-101 WATER AND SEWER LINE REPAIR MATERIALS ANNUAL CONTRACT AND TO REBID AT A LATER DATE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, bid packets were made available to local area vendors on May 5, 2021; and

**WHEREAS**, bid packets were opened on May 26, 2021; and

**WHEREAS**, it is the recommendation of the Texas City Public Works Department that all bids submitted for Bid No. 2021-101 Water and Sewer Line Repair Materials Annual Contract, be rejected because they were all incomplete.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby rejects all bids submitted for Bid No. 2021-101 Water and Sewer Line Repair Materials Annual Contract.

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

**PASSED AND ADOPTED this 21st day of July 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 14-03**

**Meeting Date:** 07/21/2021

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**

This budget amendment is required to fund an agreement between the City and Joiner Architects for the design and development of public safety facilities at Lago Mar. See Resolution No. 21-049.

The funding will come from the General Fund's unassigned fund balance as a transfer to the Construction Fund in the amount of \$563,500.00.

**ANALYSIS**

Budget amendment is as follows:

**General Fund (Fund 101):**

Transfer to Construction Fund	\$563,500.00
Unassigned Fund Balance	(\$563,500.00)

**Construction Fund (Fund 401)-Fire Dept.(Dept. 202):**

Land & Building Improvements	\$563,500.00
Transfer from General Fund	(\$563,500.00)

**ALTERNATIVES CONSIDERED**

**Fiscal Impact**

**Attachments**

Ordinance

**ORDINANCE NO. 21-17**

**AN ORDINANCE AMENDING ORDINANCE NO. 20-35 ADOPTING THE 2020-2021 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR A PROFESSIONAL SERVICES AGREEMENT WITH JOINER ARCHITECTS RELATED TO DESIGN AND DEVELOPMENT OF PUBLIC SAFETY FACILITIES AT LAGO MAR; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, by Ordinance No. 20-35 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2020-2021; and

**WHEREAS**, a budget amendment is needed to appropriate funds for a professional services agreement with Joiner Architects related to the design and development of public safety facilities at Lago Mar.

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

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

**SECTION 2:** That the budget for Fiscal Year 2020-2021 of the City of Texas City, Texas, is hereby amended as follows:

**General Fund (Fund 101):**

Transfer to Construction Fund	\$563,500.00
Unassigned Fund Balance	(\$563,500.00)

**Construction Fund (Fund 401)-Fire Dept.(Dept. 202):**

Land & Building Improvements	\$563,500.00
Transfer from General Fund	(\$563,500.00)

**SECTION 3:** That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

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

**SECTION 5:** That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.



**PASSED AND ADOPTED this 21st day of July 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**

**(9) (b)**

**Meeting Date:** 07/21/2021

Amend fiscal year 2020-2021 budget

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Ordinance No. 21-18, amending the City's fiscal year 2020-2021 budget to appropriate additional funds for unforeseen required maintenance at Recreation and Tourism facilities. (Finance)

**BACKGROUND**

Recreation and Tourism Department has been experiencing major air conditioning problems at various facilities and experienced unexpected storm damage that occurred on January 6, 2021.

A budget amendment is needed to fund the necessary repairs. Attached is a listing of expenses, a total of \$106,807 from General Fund unassigned fund balance for maintenance of buildings and grounds and \$13,244 from Texas City Historical Preservation Corporation unassigned fund balance for maintenance at the Museum.

**ANALYSIS**

Budget Amendment:

**General Fund (Fund 101); Rec & Tour Department (401):**

Maintenance of Buildings & Grounds	\$106,807.00
Unassigned fund balance	(\$106,807.00)

**TC Historical Preservation Corporation (Fund 808); Rec & Tour Department (401):**

Maintenance of Buildings & Grounds	\$13,244.00
Unassigned fund balance	(\$13,244.00)

**ALTERNATIVES CONSIDERED**

**Fiscal Impact**

**Attachments**

Rec and Tour expenses  
Ordinance

**Unforeseen Expenses for various repairs  
July 14, 2021**

**Rec & Tour Buildings & Grounds - \$75,778.34**

PO 22102663 – Hunton Services – Labor & Materials – Doyle Convention Center  
\$1,894.45

PO 22103770 – Hunton Services – Troubleshoot Chiller #3 – Doyle Convention Center  
\$743.00

PO 22105265 – Hunter Equipment – Crane Rental – Nessler  
\$700.00

PO 22103327 - Carrier Enterprise – Replace Unit #3 – Showboat  
\$10,494.38

PO 22104715 – Sentinel AC – Service Call/Repair Dectron – Natatorium  
\$500.00

PO 22104744 – Sentinel AC – Replace Condenser fans – Sanders Center  
\$5,014.98

PO 22104624 – Gowan Inc. – Service Call/Repairs – Lowry Center Gym 2  
\$3,275.00

PO 22104623 – Gowan Inc. – Unit Purchase – Nessler Civic Center  
\$14,642.00

PO 22104172 – Texas Air Systems – Replace Compressor – Sanders Center  
\$1,547.53

PO 12105726 – RC Services – AC Service/Repair – Parks Service Center  
\$300.00

PO 22105018 – Gowan Inc. – AC Ductwork – Carver  
\$21,025.00

Lowry Fitness Center Gym 2 – Recommend replace second unit  
\$14,642.00 Crane cost \$1,000

## **January 6<sup>th</sup> , 2021 Storm Damage Costs**

### **Parks and Stadium**

101-401-53530 \$12,086.96

### **Buildings & Grounds**

101-401-53540 \$13,416.00

### **Pools and Fountains**

101-401-53550 \$4,575.00

### **EDC**

801-050-53540 \$950.10

**Total for all storm damage \$31,028.96**

### **Museum Buildings & Grounds \$13,244.44**

PO 22104834 – RC Services – Service/Repair – Museum  
\$550.00

PO 22103919 – Carrier Enterprise – Replace Compressor/Condensing Fan – Museum  
\$2,627.44

PO 22105276 – Gowan – Labor, Tools, Equipment – Museum  
\$6,046.00 **Note:** \$4,021 to this PO

**ORDINANCE NO. 21-18**

**AN ORDINANCE AMENDING ORDINANCE NO. 20-35 ADOPTING THE 2020-2021 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR UNFORESEEN REQUIRED MAINTENANCE AT RECREATION AND TOURISM FACILITIES; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

WHEREAS, by Ordinance No. 20-35 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2020-2021; and

WHEREAS, a budget amendment is needed to appropriate funds for necessary repairs at various facilities under the Recreation and Tourism Department.

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

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

**SECTION 2:** That the budget for Fiscal Year 2020-2021 of the City of Texas City, Texas, is hereby amended as follows:

**General Fund (Fund 101); Rec & Tour Department (401):**

Maintenance of Buildings & Grounds	\$106,807.00
Unassigned fund balance	(\$106,807.00)

**TC Historical Preservation Corporation (Fund 808); Rec & Tour Department (401):**

Maintenance of Buildings & Grounds	\$13,244.00
Unassigned fund balance	(\$13,244.00)

**SECTION 3:** That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

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

**SECTION 5:** That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

**PASSED AND ADOPTED this 21st day of July 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