

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JULY 17, 2024 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

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

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a) Service Awards

Tammy Odom	Municipal Court	07/21/2014	10 years
John McKinley	Public Works	07/14/2014	10 years
Jesus Flores	Water Distribution	07/06/2009	15 years
James Thompson	Sanitation	07/26/1999	25 years

(b) Swearing-In of Marshal Marcus Garcia

(5) REPORTS

(a) Moore Memorial Library Report (Library)

(6) PUBLIC HEARING

(a) CDBG 2024-2025 Annual Action Plan - 2nd Public Hearing.

(7) PUBLIC COMMENTS

(8) CONSENT AGENDA

- (a) Approve City Commission Minutes for the July 3, 2024 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 2024-088, authorizing the Mayor or his designee to enter into a Development Reimbursement Agreement for the Gateview Subdivision. (City Engineer)
- (c) Consider and take action on Resolution No. 2024-089, authorizing the Mayor or his designee to enter into an agreement with Marsh Darcy for review and consultation services relating to the Gateview Subdivision. (City Engineer)
- (d) Consider and take action on Resolution No. 2024-090, authorizing the Mayor or his designee to enter engagements with ABHR (a law firm) to provide legal review and consultations relating to the Gateview Subdivision. (City Engineer)
- (e) Consider and take action on Resolution No. 2024-091, appointing Bruce Clawson to the Zoning Commission to replace Felix Herrera.

(9) REGULAR ITEMS

- (a) Consider and take action on Resolution No. 2024-092, approving a budgeted expenditure from Economic Development funding to support the Workforce Liaison position with the Texas City Independent School District (TCISD). (Economic Development)

(10) COMMISSIONERS' COMMENTS

(11) MAYOR'S 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.

NOTICE: The City of Texas City will furnish free transportation to handicapped individuals via a 4-door sedan for anyone wishing to attend the City Commission meetings. Call 948-3111, City Secretary's Office before noon on Monday preceding the meeting to make arrangements.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON JULY 12, 2024, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 07/17/2024

July 2024 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST

Service Awards

Tammy Odom	Municipal Court	07/21/2014	10 years
John McKinley	Public Works	07/14/2014	10 years
Jesus Flores	Water Distribution	07/06/2009	15 years
James Thompson	Sanitation	07/26/1999	25 years

BACKGROUND (Brief Summary)

Service Award(s) for the following individual(s) for the month of July is based on their years of service with the City.

RECOMMENDATION

Human Resources recommend approval of the July service awards.

Fiscal Impact

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 07/17/2024

Swearing In of Marshal Marcus Garcia

Submitted For: Tammy Odom, Municipal Court **Submitted By:** Tammy Odom, Municipal Court

Department: Municipal Court

Information

ACTION REQUEST

Formal swearing in of Marshal Marcus Garcia to the Texas City Marshals Office.

BACKGROUND (Brief Summary)

Formal swearing in of Marshal Marcus Garcia to the Texas City Marshals Office.

RECOMMENDATION

It is recommended that Marcus Garcia be sworn in as a Texas City Marshal.

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 07/17/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Moore Memorial Library Report (Library)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report

Moore Memorial Public Library



**MOORE
MEMORIAL** PUBLIC
LIBRARY



Texas City

EST. 1911

Summer Reading Program

Statistics for June

# of Programs	22
Attendance	1239
Books Read (Children)	1669
Hours read (teens/adults)	903



LET'S GO

ADVENTURE



Texas City

EST. 1911





Summer Reading Program



Attendance - 617 people

Participants:

Texas City Police Department

Citizens Police Academy

Texas City Fire Department

BACODA

Galveston County Health District

Family Service Center

DePelchin Children's Center



Texas City
EST. 1911



Summer Reading Program

Some other programs



Grants



“The overall goal of Family Place Libraries is to develop and institutionalize a family friendly environment by transforming libraries into community centers for literacy, early childhood development, parent education and engagement, family support and community information.”



Texas City
EST. 1911



Grants

THINKING MONEY

FOR

Kids

FINRA
Investor Education
FOUNDATION

ALA
American
Library
Association



COMING SOON!

Visit us in-person at one of our **fun kids' programs** or check out a Launchpad tablet pre-loaded with **financial education games!**

“...strives to teach children and their parents, caregivers and educators about financial topics — like saving, spending, sharing and budgeting — in a way that is both meaningful and fun.”



Texas City
EST. 1911



Grants

TexTreasures Grant Program



“The TexTreasures Grant program aids and encourages libraries to provide access to their special or unique holdings and to make information about these holdings available to library users across the state.”



Texas City
EST. 1911

Grants



BACODA

Bay Area Council on Drugs & Alcohol



With funds they received with a “Happiness Grant” from Texas Health and Human Services, BACODA has given us funds to be used for sustainable programming



Texas City
EST. 1911



Looking Ahead

Digital magazines and comics

Literacy kits

Creating a digitization space/lab

Continuing the Small Business Success Series

More family movie programs

ESL Conversation Class



Texas City
EST. 1911

Community Partners





By The Numbers

	FY23	FY24 TODATE
LIBRARY VISITS	84,662	69,397
NEW USERS	1,307	1,035
TOTAL CIRCULATION	92,753	68,781
PROGRAM ATTENDEES	6,539	4,519
COMPUTER SESSIONS	17,978	16,057
REFERENCE QUESTIONS	17,043	12,548

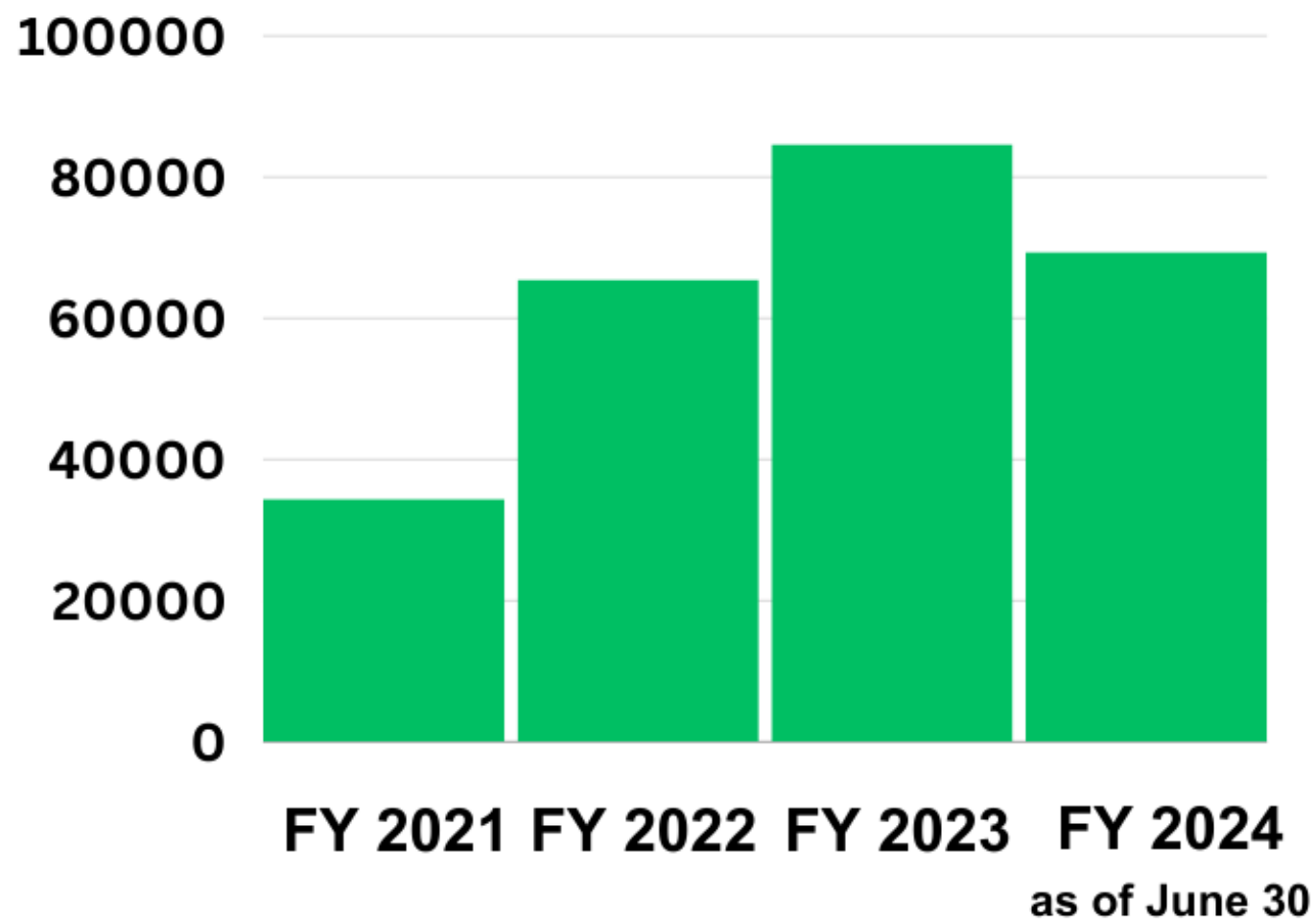


Texas City
EST. 1911

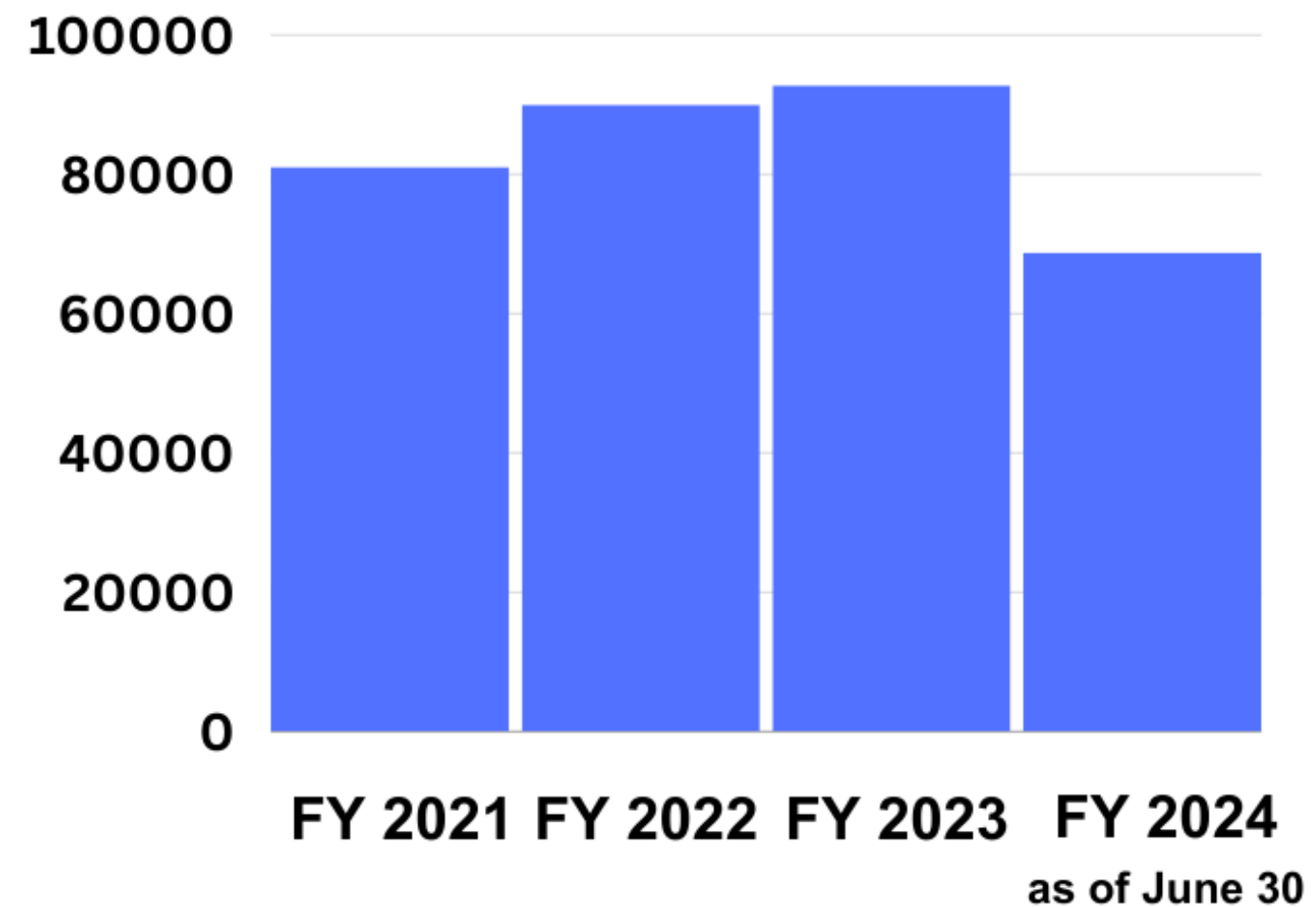


By The Numbers

Library Visits

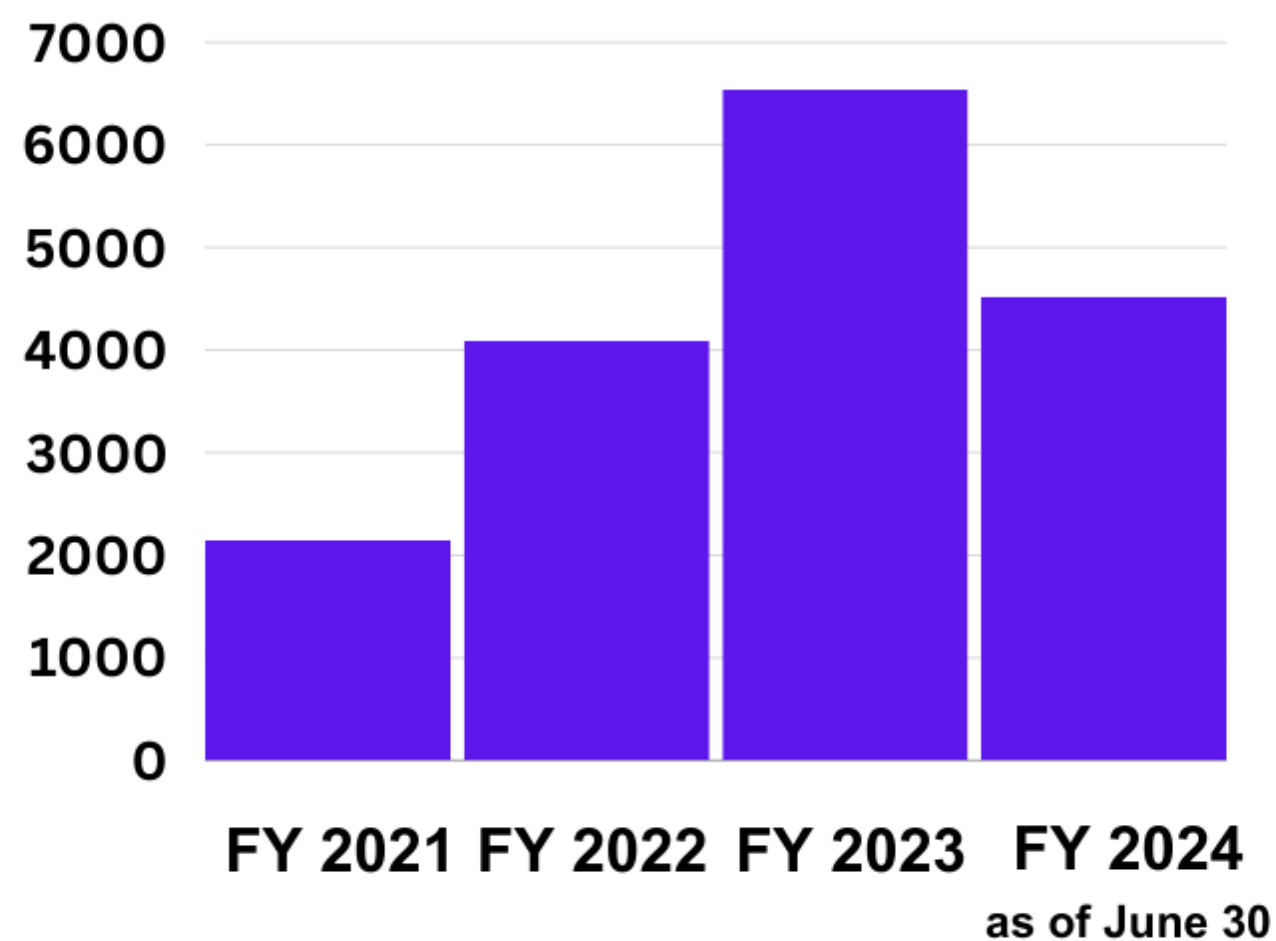


Circulation

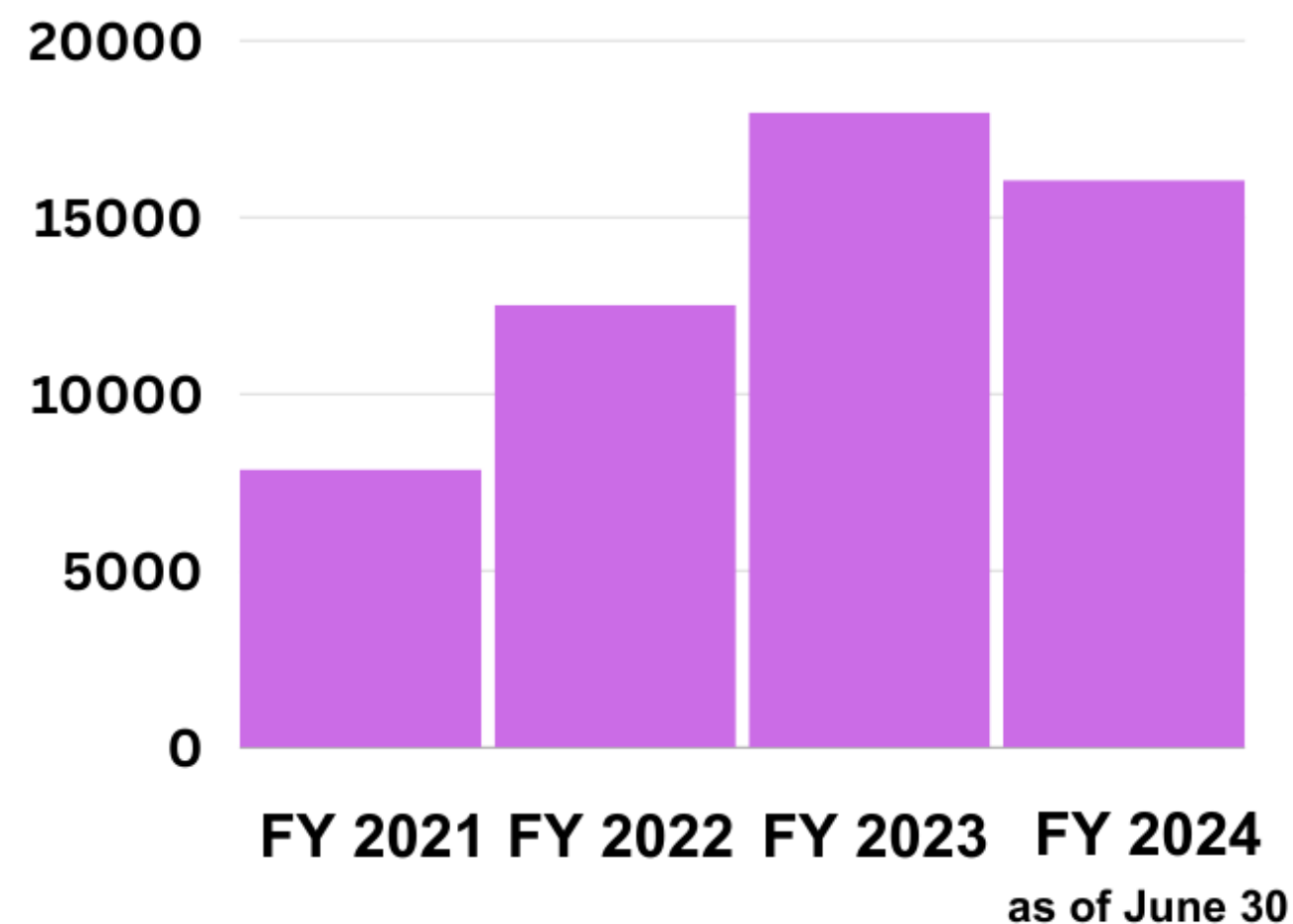


By The Numbers

Program Attendance



Computer Sessions



Texas City
EST. 1911

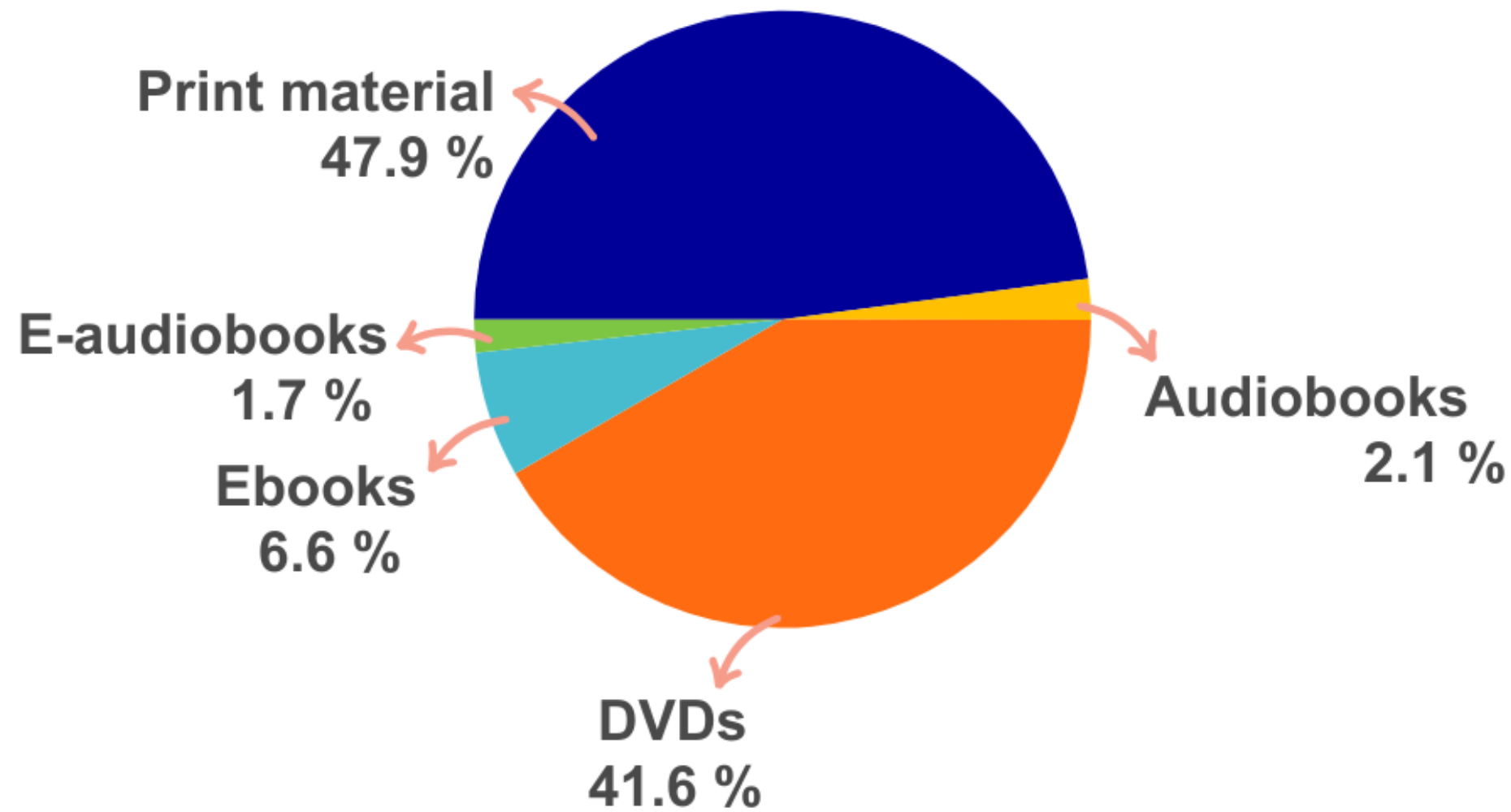




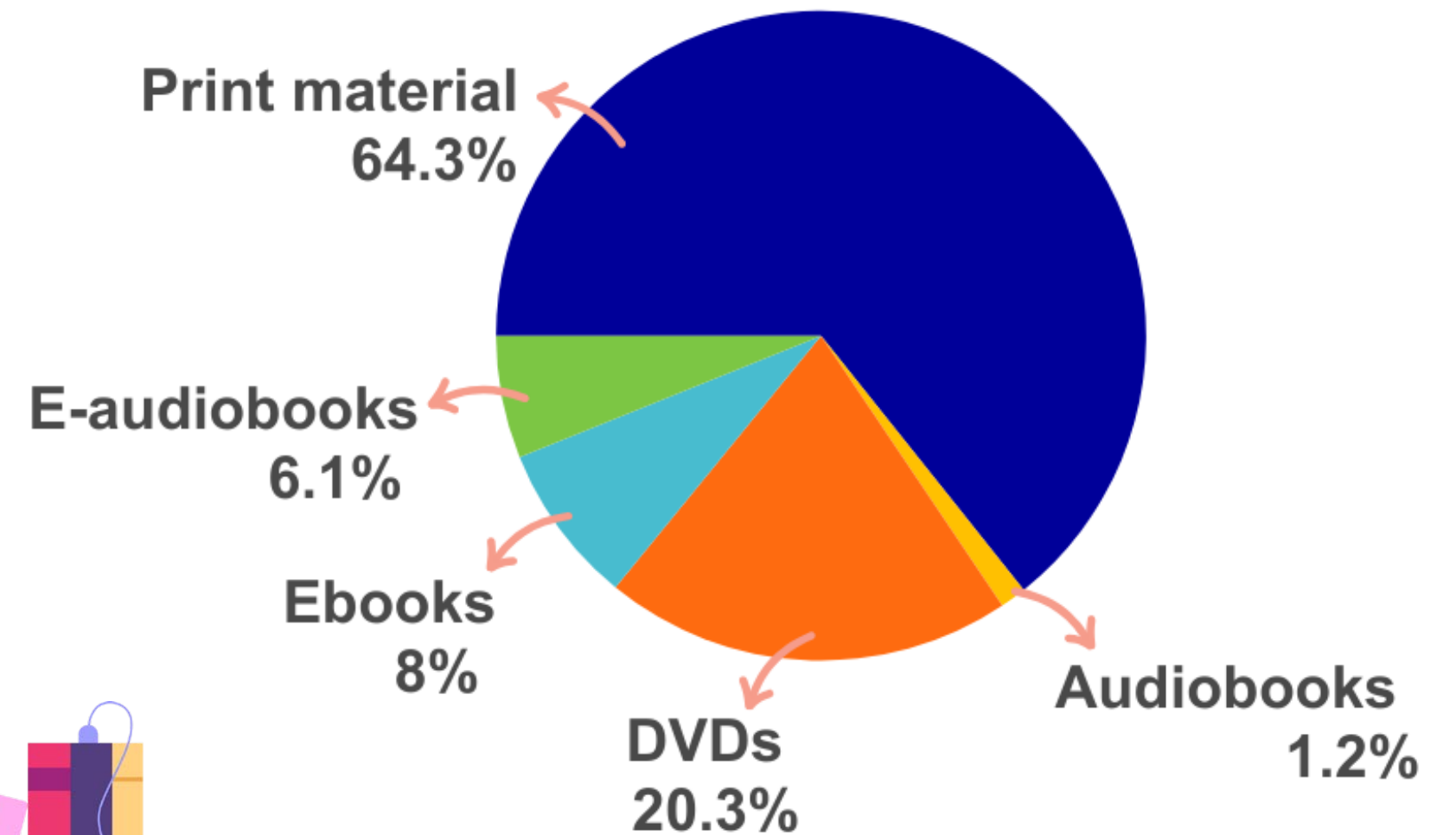
By The Numbers

Circulation by Format

FY 2019



FY 2023



Questions ?



Texas City

EST. 1911

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 07/17/2024

CDBG 2024-2025 Annual Action Plan 2nd Public Hearing

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Patricia Mata, Community Development/ Grant Admin

Department: Community Development/ Grant Admin

Information

ACTION REQUEST

Request to approve the CDBG 2024-2025, Annual Action Plan - 2nd Public Hearing.

BACKGROUND (Brief Summary)

The Consolidated Plan is carried out through the Annual Action Plan, which provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

Each year the City must submit an Annual Action Plan to HUD, reporting on how that year's funding allocation for the CDBG entitlement grant will achieve the goals outlined in the Five-Year Consolidated Plan.

1. Community Development staff will gather input from citizens and consultations to prepare the draft Action Plan. There shall be two public hearings to receive citizen input on the community's needs, including funding allocations.
2. Community Development staff will gather public input and statistical data to prepare the draft Action Plan. The draft Action Plan will be available for 30 days for public comment with reasonable notice (at least 2 weeks) to the public.
3. The Community Development Department staff will be allowed to make recommendations to the Mayor, City Commission, and the Director of Community Development.
4. When approved by the Mayor and City Commission, the Action Plan will be submitted to HUD.

RECOMMENDATION

To conduct the Public Hearing.

Fiscal Impact

Attachments

CDBG 2024 AAP 2



CDBG 2024 ANNUAL ACTION PLAN

2nd Public Hearing

July 17, 2024

Introduction

- The Community Development Department (CDD) is the administrative agency for the U.S. Department of Housing and Urban Development (HUD)'s Community Development Block Grant (CDBG) Program.
- This program is intended to support the goals of providing a suitable living environment, decent affordable housing, and expanding economic opportunities for low- to moderate-income persons.

Action Plan Process

- Each year the City of Texas City must submit an annual Action Plan to HUD, reporting on how that year's funding allocation for the CDBG entitlement grant will be able to achieve the goals outlined in the Five-Year Consolidated Plan.
- Community Development staff gathered input from citizens and consultations to prepare the draft Action Plan.
- This is the 2nd public hearing to acknowledge citizen input on the community's needs, including funding allocations.

Process, cont.

- The draft Action Plan was available for 30 days for public comment from June 17, 2024, to July 17, 2024.
- Copies were available at the Community Development Department (City Hall Annex), Moore Memorial Public Library, and City Hall. It will also be available via the City's website at www.texascitytx.gov on the Community Development Department page.
- When approved by the Mayor and City Commission, the Action Plan will be submitted to HUD.

Consolidated plan PY's 2020-2024

- Priority needs
 - Preserve housing stock
 - Provide public space for youth
 - Make affordable housing accessible
 - Economic development
 - Provide employment and career development for youth

Consolidated plan, cont.

- Goals
 - Provide Housing Assistance
 - Provide Supportive Services & Employment for Youth
 - Remove Slum & Blight
 - Housing Reconstruction
 - Improve Condition of Housing Stock
 - Improve Presentation of Low- to Mod-Areas

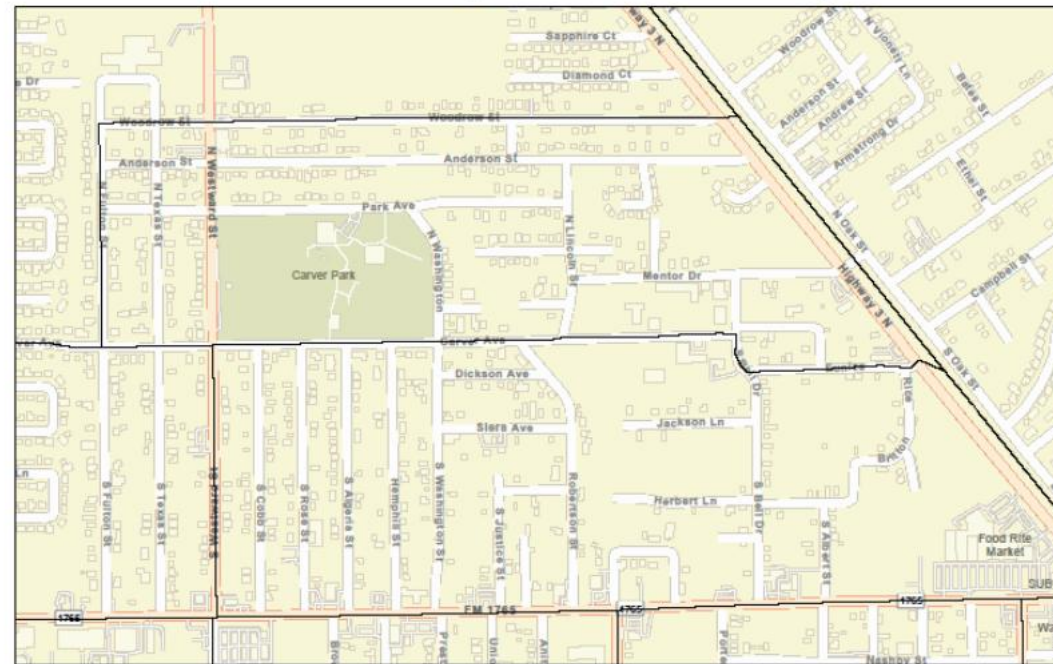


PY' 2024 Strategy

- Two target areas
 - 1867 Settlement Historic District
 - Greater Chelsea Manor Area

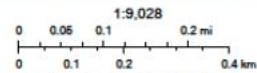
1867 SETTLEMENT HISTORIC DISTRICT HWY 3 TO WESTWARD AVE. AND F.M. 1765 TO ANDERSON ST.

Low- and Moderate-Income Data, based on 2011-2015 ACS 5-year Estimates



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LMISD by Block Group



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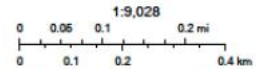
GREATER CHELSEA MANOR 14TH ST. TO BAY ST. AND 9TH AVE. N TO TEXAS AVE.

Low- and Moderate-Income Data, based on 2011-2015 ACS 5-year Estimates



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LMISD by Block Group



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2024 Action Plan Recommendations

- Programs and Projects
 - Housing Rehabilitation
 - Neighborhood Cleanup and Beautification (Keep Texas City Beautiful)
 - Public Services (Housing) for Seniors and Differently Abled
 - Transformation & Revitalization Implementation

Recommendations, cont.

Program/Project	# of Beneficiaries	Proposed PY' 24 Budget
Housing Rehabilitation	13	\$300,000
Neighborhood Cleanup & Beautification (Keep Texas City Beautiful)	4938	\$5,000
Public Services for Seniors and Differently Abled	TBD	\$20,000
Public Facilities & Improvements	4938	\$21,014
Transformation & Revitalization Implementation	4938	\$50,000
Administration	n/a	\$10,000
Total		\$406,014

Housing Rehabilitation

- The City will rehabilitate privately-owned & occupied, single-unit homes of eligible Texas City residents to create suitable living environments, preserve housing stock, and mitigate hazards in anticipation of future natural disasters.

Neighborhood Clean-Up & Beautification

- The City will remove trash and debris, plant trees and flowers, in low-mod income neighborhoods under the “Keep Texas City Beautiful” umbrella to create suitable living environments.
- The main events are the Great American Cleanup & the Fall Sweep.

Public Services for Seniors, Differently-Abled, & Unsheltered

- The City will provide \$5,000 grants to Texas City community-based non-profits that provide housing related services to our unsheltered, seniors, and/or differently-abled.

Public Facilities & Improvements

- The City will create suitable living environments and stimulate economic development in the two target areas by developing open spaces areas for recreational use, landscaping, sidewalk improvements, installing street lighting, and street signs.

Transformation & Revitalization Planning

- The City will implement the Commission-approved revitalization plans for the 1867 Settlement Historic District and the Greater Chelsea Manor Area.



Questions & Comments Welcome

We want to know your thoughts!



Titilayo Smith, Director

tsmith@texascitytx.gov or 409-643-5731
Community Development & Grants Administration

Patricia Mata, Program Coordinator

Community Development & Grants Administration

pmata@texascitytx.gov or 409-643-5730

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 07/17/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for the July 3, 2024 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, JULY 3, 2024 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, JULY 3, 2024, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

Present: Mayor Dedrick D. Johnson
Commissioner At-Large, Mayor Pro Tem Thelma Bowie
Commissioner At-Large Abel Garza, Jr.
Commissioner District 1 DeAndre' Knoxson
Commissioner District 2 Keith Love
Commissioner District 3 Chris Sharp
Commissioner District 4 Jami Clark

2. INVOCATION

Led by Mayor Dedrick D. Johnson.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner At-Large Abel Garza, Jr.

4. PROCLAMATIONS AND PRESENTATIONS

- a. Recognize the City Secretary's Office for receiving the Municipal Clerk's Office Achievement of Excellence Award.

Rhomari Leigh, City Secretary, gave a speech about the efforts of receiving the Municipal Clerk's Office Achievement of Excellence Award.

5. REPORTS

- a. Texas City Museum (Recreation and Tourism)

Amanda Vance, Texas City Museum Curator, gave a PowerPoint presentation.

- b. Marketing Update (Communications)

Jennifer Laird, Communications Coordinator, gave a PowerPoint presentation.

6. PUBLIC COMMENTS

Sharron Hunter, resident, requested to speak before the Commission. (See Recording)

Lawrence Weiser, resident, requested to speak before the Commission. (See Recording)

Lucille McGaskey, resident, requested to speak before the Commission. (See Recording)

7. CONSENT AGENDA

Commissioner At-Large, Mayor Pro Tem Thelma Bowie made a motion to approve Consent Agenda items 7a, b, c, d, e, f, g, and h. The motion was seconded by Commissioner District 4 Jami Clark.

- a. Approve City Commission Minutes for the June 18, 2024 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2024-079, appointing Arthur Johnson, III, to the Bayou Golf Course Advisory Board to fulfill a vacancy. (City Secretary)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2024-080, confirming receipt of the 2023 Texas City TIRZ 1 Annual Report. (City Secretary)

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 2024-081, denial of CenterPoint Electric's proposed rates. (Management Services)

Vote: 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 2024-082, contracting with Momentum Permit Expeditors for third-party Commercial Plan Review services in support of the Building & Inspections Department. (City Engineer)

Vote: 7 - 0 CARRIED

- f. Consider and take action on Resolution No. 2024-083, awarding and authorizing the Mayor to enter into a contract for Bid No. 2024-256-- 34th Street Sidewalk Installation Project. (Public Work)

Vote: 7 - 0 CARRIED

- g. Consider and take action on Resolution No. 2024-084, amending the Purchasing Policy and Procedure Manual to include 2 CFR part 200.338-327 Subpart D Post Federal Award Requirements. (Finance)

Vote: 7 - 0 CARRIED

- h. Consider and take action on Resolution No. 2024-085, accepting updates made to the Bayou Golf Course Advisory Boards Bylaws. (City Secretary)

Vote: 7 - 0 CARRIED

8. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 2024-17, authorizing a variance from the 60ft standard width to 50ft width for the public street right of way between Woodrow Dr and the southern boundary of the Memorial Village Subdivision through Lot 25 in the Mary A. Patrick Subdivision, commonly known as 6324 Woodrow Street, with all other street standards are to remain unchanged. (City Engineer)

Kim Golden, City Engineer, stated staff recommends approval of the variance from 60ft to 50ft right of way width of 105.70 feet to allow the construction of a connecting public street from Woodrow Street to the south boundary of the proposed Memorial Village Subdivision upon condition that the developer install a fence, screening wall or landscaping buffer at the property line along the length of the reduced right of way to mitigate impact to the adjacent properties.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 4 Jami Clark

Vote: 6 - 1 CARRIED

- b. Consider and take action on Ordinance No. 2024-18, authorizing a variance for the installation of an emergency access-only crash gate across a street to be constructed to connect Woodrow Dr to the southern boundary of the Memorial Village Subdivision. (City Engineer)

Kim Golden, City Engineer, stated that the City Commission previously approved the installation of an emergency-only crash gate on N 19th Street in connection with the development of Sunrise Cove Subdivision. The Sunrise Cove Subdivision had two points of open public entry, but a third point of access for emergency response was recommended due to the long and narrow configuration of the subdivision. If this variance for a crash gate is approved for the Memorial Village Subdivision, the subdivision will be limited to only one point of open public entry. Having only one point of open public entry could result in traffic congestion at the entrance at times of peak traffic volumes.

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie to deny the approval of Ordinance No. 2024-18.

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2024-086, approving the Master Plan and Development Agreement consistent with the hereinbefore approval/denial of variances for the Memorial Village Subdivision. (City Engineer)

Kim Golden, City Engineer, stated the Planning Commission considered the Master Plan at its regular meeting on May 6, 2024, and recommended approval of the plan on a divided vote of 3-1, subject to the City Commission's consideration of the required variances.

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

Vote: 4 - 3 CARRIED

9. COMMISSIONERS' COMMENTS

See Recording

10. MAYOR'S COMMENTS

See Recording

11. ADJOURNMENT

Having no further business, Commissioner At-Large Able Garza, Jr., made a MOTION to ADJOURN at 6:20 p.m.; the motion was SECONDED by Commissioner District 3 Chris Sharp. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary

Date Approved:

CITY COMMISSION REGULAR MTG

(8) (b)

Meeting Date: 07/17/2024

Consider and take action on a Development Reimbursement Agreement for the Gateview Subdivision

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on a Development Reimbursement Agreement for the Gateview Subdivision.

BACKGROUND (Brief Summary)

To be named entity proposes to develop 26.6685 acre of land located north of Loop 197, east of the 16th Street Ditch and west of Heron's Landing and seeks the creation of a Public Improvement District (PID) to assist with funding the required infrastructure improvements. The City's policy for the use of special districts requires developers to enter into an agreement to reimburse the City for the consulting fees it incurs for reviewing and advising it to regard the formation and operation of the special district.

RECOMMENDATION

Staff recommends approval of a Development Reimbursement Agreement for the Gateview Subdivision to assist in evaluating the use of a PID for its development.

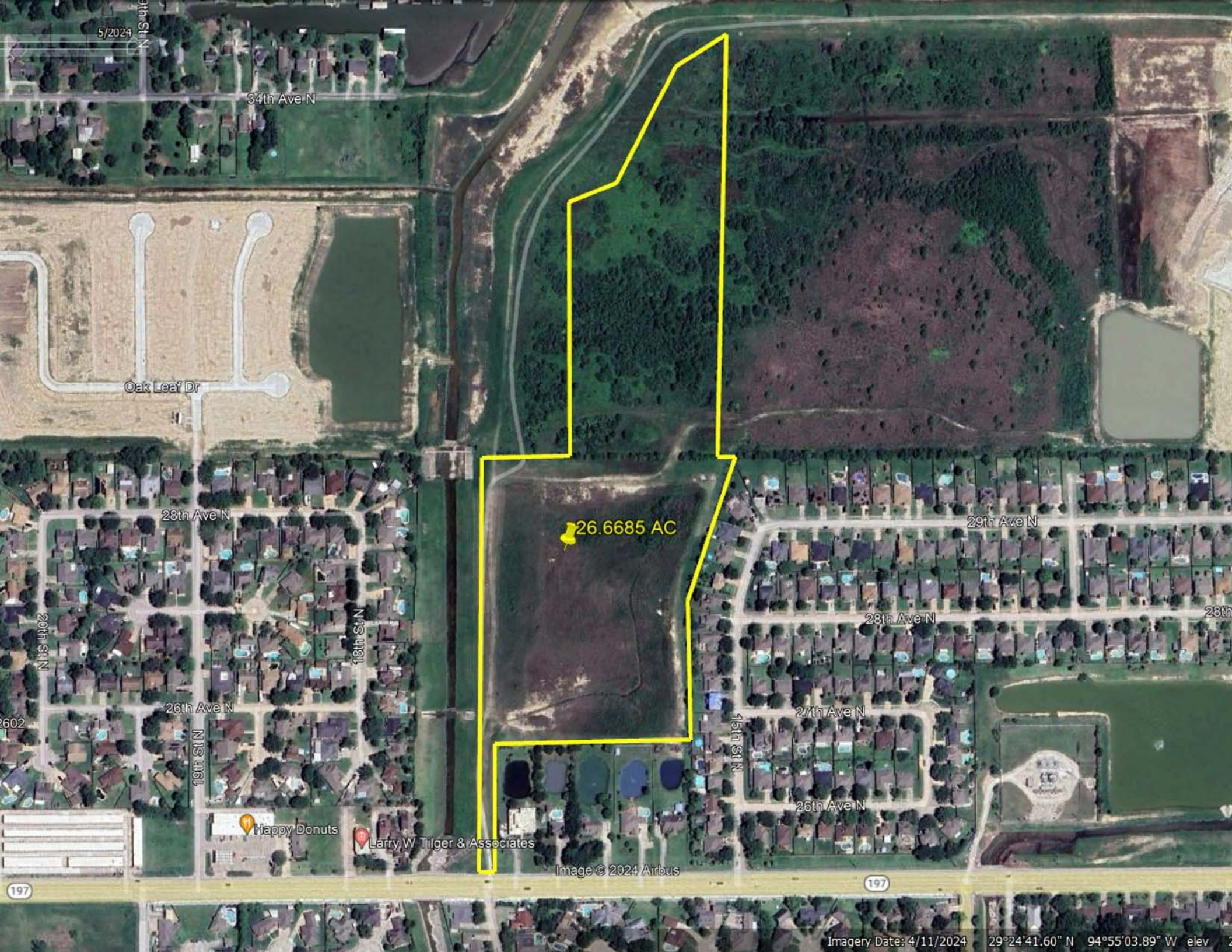
Fiscal Impact

Attachments

Map

Agreement

Resolution



5/2024

19th St N

34th Ave N

Oak Leaf Dr

28th Ave N

29th Ave N

26.6685 AC

20th St N

18th St N

26th Ave N

28th Ave N

28th Ave N

2602

19th St N

27th Ave N

26th Ave N

15th St N

Happy Donuts

Larry W Tilger & Associates

Image © 2024 Airbus

197

197

Imagery Date: 4/11/2024 29°24'41.60" N 94°55'03.89" W elev 7

THE STATE OF TEXAS
COUNTY OF GALVESTON

§
§
§
§

KNOWN ALL MEN BY THESE PRESENTS

DEVELOPER REIMBURSEMENT AGREEMENT

WHEREAS, Gateview Development Corp., a _____ (the "Developer"), will present to the City of Texas City, Texas (the "City"), details of a proposed development within the approximately 26.6685 acres of land ("Property") owned or to be owned by an affiliate of Developer within the corporate limits of the City; and

WHEREAS, the proposed development plans include the formation of one or more special districts, and

WHEREAS, the City wishes to perform due diligence and obtain consulting and legal services to evaluate the proposed development; and

WHEREAS, the Developer has agreed to reimburse the cost to the City of the consulting and legal services necessary to review and evaluate the feasibility of the proposed development, including the proposed formation of the special districts and the preparation and review of agreements between the City and the Developer regarding the development of the Property and use of special districts associated with the development of the Property; and

NOW THEREFORE, consistent with the request of the City, the undersigned declare their interest in pursuing the proposed development, and stipulate and agree as follows:

1. To aid in review and evaluation of the proposed development, the City shall engage the services of consultants and legal counsel.
2. The Developer agrees to reimburse the City all costs of the City's consultants and legal counsel. This commitment shall initially be \$25,000.00 and shall increase as warranted as the project progresses. Any further amount of reimbursement shall only be by express consent of the Developer, which shall not unreasonably be withheld.
3. The City acknowledges an initial deposit of \$25,000 from the Developer received as of the Effective Date of this agreement. The City shall credit that amount to satisfy the obligation of the Developer as stated in section 2, above. The City agrees to deposit said amount into the Gateview Subdivision Development Fund.

4. The Developer shall be entitled to review the invoices from consultants and legal counsel, upon request, to verify that the funds were expended in a manner consistent with this agreement.

5. The Developer agrees to cooperate with all reasonable requests of the City and its consultants and legal counsel, in connection with the development. The City shall, to the extent permitted by law, maintain confidentiality with respect to the proprietary information obtained for this purpose.

6. While the City affirms its interest in pursuing the proposed development, this agreement shall not serve as any formal approval or consent of the creation of any special district, nor can the City make any guarantees to the Developer that said special districts will be given approval in the future. The Developer acknowledges that it must obtain separate approval from the City Commission and this agreement shall not serve as any approval, consent, waiver, or as the basis for any estoppel.

7. The Developer agrees to indemnify, defend, and hold the City harmless for liability for any acts or omissions of the Developer, its agents or employees, done pursuant to this agreement.

8. Notices shall be sent to the following addresses:

City: Mayor Dedrick D. Johnson, Sr.
P.O. Drawer 2608
Texas City, Texas 77552-2608
(409) 643-5902
(409) 949-3090 fax

Developer: Norman S Reed, Project Manager
12012 Wallin Rd
Bryan, Texas 77807
On Behalf of:
Gateview Development Corp.

9. By execution of this agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this agreement. This agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

10. The phrases, clauses, sentences, paragraphs or sections of this agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this agreement.

11. Venue for any dispute arising out of this Agreement shall lie in Galveston County, Texas.

12. This agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this agreement. No modification of, or waiver of any right under, this agreement will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this agreement.

13. The party signing this agreement on behalf of the Developer represents to the City that this agreement and the transactions contemplated in this agreement and the execution and delivery of this agreement have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions, including, but not limited to, actions on the part of the directors, officers, and agents of Gateview Development Corp.

14. This agreement shall not be assignable by the Developer, except upon prior written consent by the City, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, Developer may, by providing written notice to the City, assign this Agreement to an affiliate of Developer in connection with the acquisition of the Property.

15. This agreement is effective as of this ___ day of _____ 2024 (the "Effective Date").

CITY:

Dedrick D. Johnson, Sr.
Mayor

ATTEST:


City Secretary

APPROVED AS TO FORM:

Kyle Dickson
City Attorney

DEVELOPER:

Gateview Development Corp.

By: 

Name: Norman S Reed

Title: Project Manager

RESOLUTION NO. 2024-088

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A DEVELOPMENT REIMBURSEMENT AGREEMENT FOR THE GATEVIEW SUBDIVISION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the to-be-named entity proposes to develop 26.6685 acres of land located north of Loop 197, east of the 16th Street Ditch, and west of Heron's Landing and seeks the creation of a Public Improvement District (PID) to assist with funding the required infrastructure improvements; and

WHEREAS, the City's policy for the use of special districts requires developers to enter into an agreement to reimburse the City for the consulting fees it incurs for reviewing and advising it regarding the formation and operation of the special district.

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

SECTION 1: The City Commission of the City of Texas City, Texas, hereby approves the Development Reimbursement Agreement for the Gateview Subdivision.

SECTION 2: That the Mayor or his designee is authorized to execute such agreements in substantially the same form as attached as **Exhibit "A"**.

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

PASSED AND ADOPTED this 17th day of July 2024.

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: 07/17/2024

Consider and take action on an agreement with Marsh Darcy for review and consultation relating to the Gateview Subdivision

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on an agreement with Marsh Darcy for review and consultation relating to the Gateview Subdivision

BACKGROUND (Brief Summary)

Gateview proposes to develop 26.6685 of land located north of Loop 197, east of the 16th Street Ditch and west of Heron's Landing and seeks the creation of a Public Improvement District (PID) to assist with funding the required infrastructure improvements. Marsh Darcy is a consulting firm with expertise in the formation and operation of special districts, including PIDs. Marsh Darcy has previously advised the City regarding the formation of special districts and its services are necessary to advise the City regarding this request to form a PID.

RECOMMENDATION

Staff recommends approval of the Professional Consulting Services Agreement with Marsh Darcy relating to the Gateview Subdivision.

Fiscal Impact

Attachments

Marsh Darcy Contract Proposal for Gateview Subdivision

Map

Resolution

THE STATE OF TEXAS

§
§
§
§

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF GALVESTON

DEVELOPER REIMBURSEMENT AGREEMENT

WHEREAS, _____, a _____ (the "Developer"), will present to the City of Texas City, Texas (the "City"), details of a proposed development within the approximately _____ acres of land ("Property") owned or to be owned by an affiliate of Developer within the corporate limits of the City; and

WHEREAS, the proposed development plans include the formation of one or more special districts, and

WHEREAS, the City wishes to perform due diligence and obtain consulting and legal services to evaluate the proposed development; and

WHEREAS, the Developer has agreed to reimburse the cost to the City of the consulting and legal services necessary to review and evaluate the feasibility of the proposed development, including the proposed formation of the special districts and the preparation and review of agreements between the City and the Developer regarding the development of the Property and use of special districts associated with the development of the Property; and

NOW THEREFORE, consistent with the request of the City, the undersigned declare their interest in pursuing the proposed development, and stipulate and agree as follows:

1. To aid in review and evaluation of the proposed development, the City shall engage the services of consultants and legal counsel.
2. The Developer agrees to reimburse the City all costs of the City's consultants and legal counsel. This commitment shall initially be \$25,000.00 and shall increase as warranted as the project progresses. Any further amount of reimbursement shall only be by express consent of the Developer, which shall not unreasonably be withheld.
3. The City acknowledges an initial deposit of \$25,000 from the Developer received as of the Effective Date of this agreement. The City shall credit that amount to satisfy the obligation of the Developer as stated in section 2, above. The City agrees to deposit said amount into the Mintos Communities - USA Development Fund.

5. The Developer shall be entitled to review the invoices from consultants and legal counsel, upon request, to verify that the funds were expended in a manner consistent with this agreement.

6. The Developer agrees to cooperate with all reasonable requests of the City and its consultants and legal counsel, in connection with the development. The City shall, to the extent permitted by law, maintain confidentiality with respect to the proprietary information obtained for this purpose.

7. While the City affirms its interest in pursuing the proposed development, this agreement shall not serve as any formal approval or consent of the creation of any Tax Increment Reinvestment Zone or special district, nor can the City make any guarantees to the Developer that said special districts will be given approval in the future. The Developer acknowledges that it must obtain separate approval from the City Commission and this agreement shall not serve as any approval, consent, waiver, or as the basis for any estoppel.

8. The Developer agrees to indemnify, defend, and hold the City harmless for liability for any acts or omissions of the Developer, its agents or employees, done pursuant to this agreement.

9. Notices shall be sent to the following

addresses: City: Mayor Dedrick D. Johnson, Sr.
P.O. Drawer 2608
Texas City, Texas 77552-2608
(409) 643-5902
(409) 949-3090 fax

Developer: _____

10. By execution of this agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this agreement. This agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

11. The phrases, clauses, sentences, paragraphs or sections of this agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this agreement.

12. Venue for any dispute arising out of this Agreement shall lie in Galveston County, Texas.

13. This agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this agreement. No modification of, or waiver of any right under, this agreement will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this agreement.

14. The party signing this agreement on behalf of the Developer represents to the City that this agreement and the transactions contemplated in this agreement and the execution and delivery of this agreement have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions, including, but not limited to, actions on the part of the directors, officers, and agents of _____.

15. This agreement shall not be assignable by the Developer, except upon prior written consent by the City, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, Developer may, by providing written notice to the City, assign this Agreement to an affiliate of Developer in connection with the acquisition of the Property.

16. This agreement is effective as of this __ day of _____ 202__ (the "Effective Date").

CITY:

Dedrick D. Johnson, Sr.
Mayor

ATTEST:

APPROVED AS TO FORM:

City
Secretary

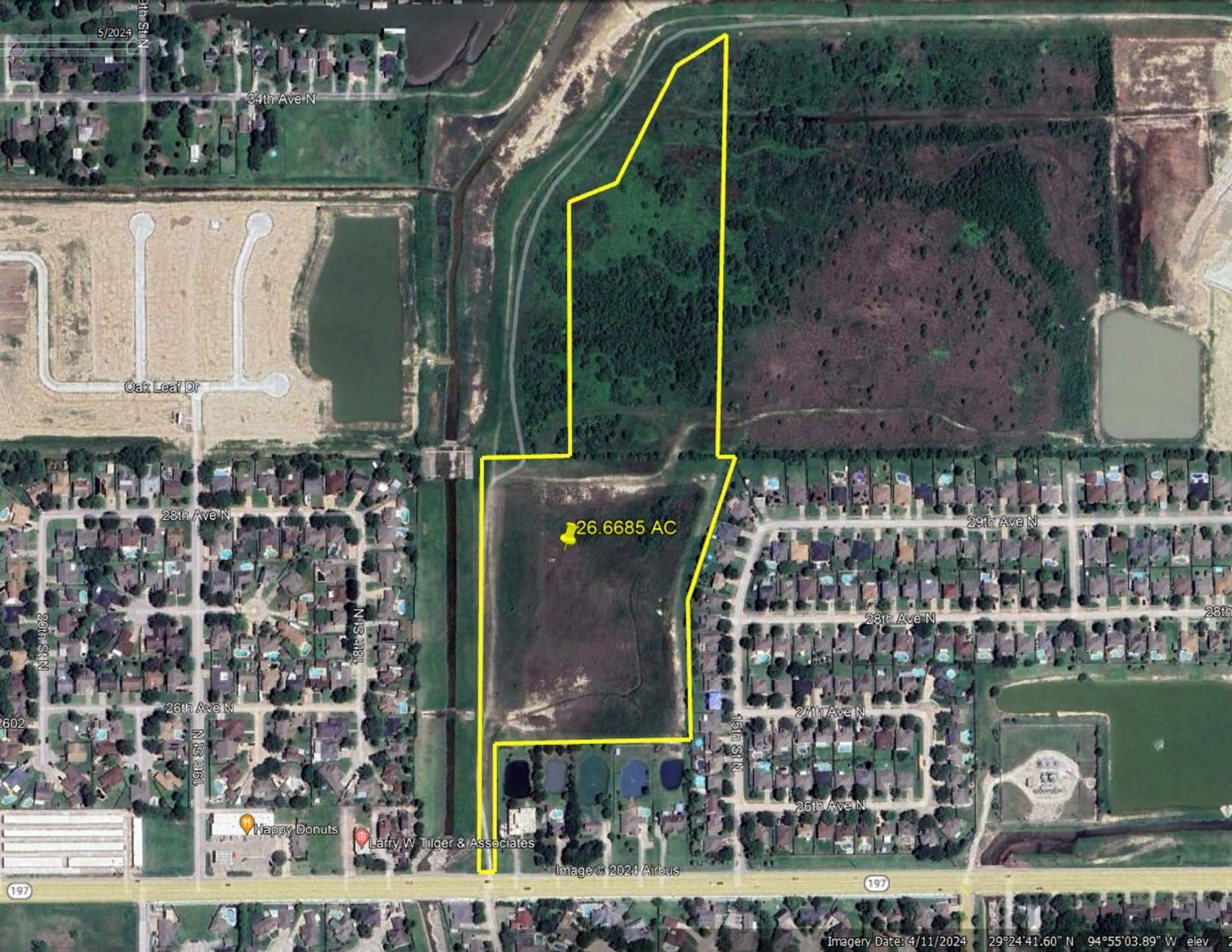
Kyle Dickson
City Attorney

DEVELOPER:

By: _____

Name: _____

Title: _____



5/2024

19th St N

34th Ave N

Oak Leaf Dr

28th Ave N

29th Ave N

26.6685 AC

20th St N

18th St N

26th Ave N

28th Ave N

28th Ave N

19th St N

15th St N

27th Ave N

26th Ave N

Happy Donuts

Larry W Tilger & Associates

Image © 2024 Airbus

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197

Imagery Date: 4/11/2024 29°24'41.60" N 94°55'03.89" W elev 7

RESOLUTION NO. 2024-089

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A CONTRACT WITH MARSH DARCY PARTNERS, INC. TO PROVIDE CONSULTING SERVICES RELATIVE TO THE DEVELOPMENT OF THE GATEVIEW SUBDIVISION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Gateview proposes to develop 26.6685 of land located north of Loop 197, east of the 16th Street Ditch, and west of Heron's Landing and seeks the creation of a Public Improvement District (PID) to assist with funding the required infrastructure improvements; and

WHEREAS, Marsh Darcy is a consulting firm with expertise in the formation and operation of special districts, including PIDs. Marsh Darcy has previously advised the City regarding the formation of special districts and their services, which are necessary to advise the City regarding this request to form a PID.

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

SECTION 1: The City Commission of the City of Texas City, Texas, hereby approves the Agreement for Professional Consulting Services with Marsh Darcy Partners, Inc. for professional consulting services relative to the development of Gateview.

SECTION 2: That the Mayor or his designee is authorized to execute such agreements in substantially the same form as attached as **Exhibit "A"**.

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

PASSED AND ADOPTED this 17th day of July 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (d)

Meeting Date: 07/17/2024

Consider and take action on the engagement of ABHR (a law firm) to provide legal review and consultation relating to the Gateview Subdivision

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on the engagement of ABHR (a law firm) to provide legal review and consultation relating to the Gateview Subdivision

BACKGROUND (Brief Summary)

Gateview proposes to develop 26.6685 of land located north of Loop 197, east of the 16th Street Ditch and west of Heron's Landing and seeks the creation of a Public Improvement District (PID) to assist with funding the required infrastructure improvements. ABHR is a law firm with expertise in the formation and operation of special districts, including PIDs and the preparation of development agreements relating thereto. ABHR has previously advised the City regarding the formation of special districts and its services are necessary to advise the City and review legal documents regarding this request to form a PID.

RECOMMENDATION

Staff has reviewed and recommends approval of the engagement of ABHR for services relating to the Gateview Subdivision proposed development.

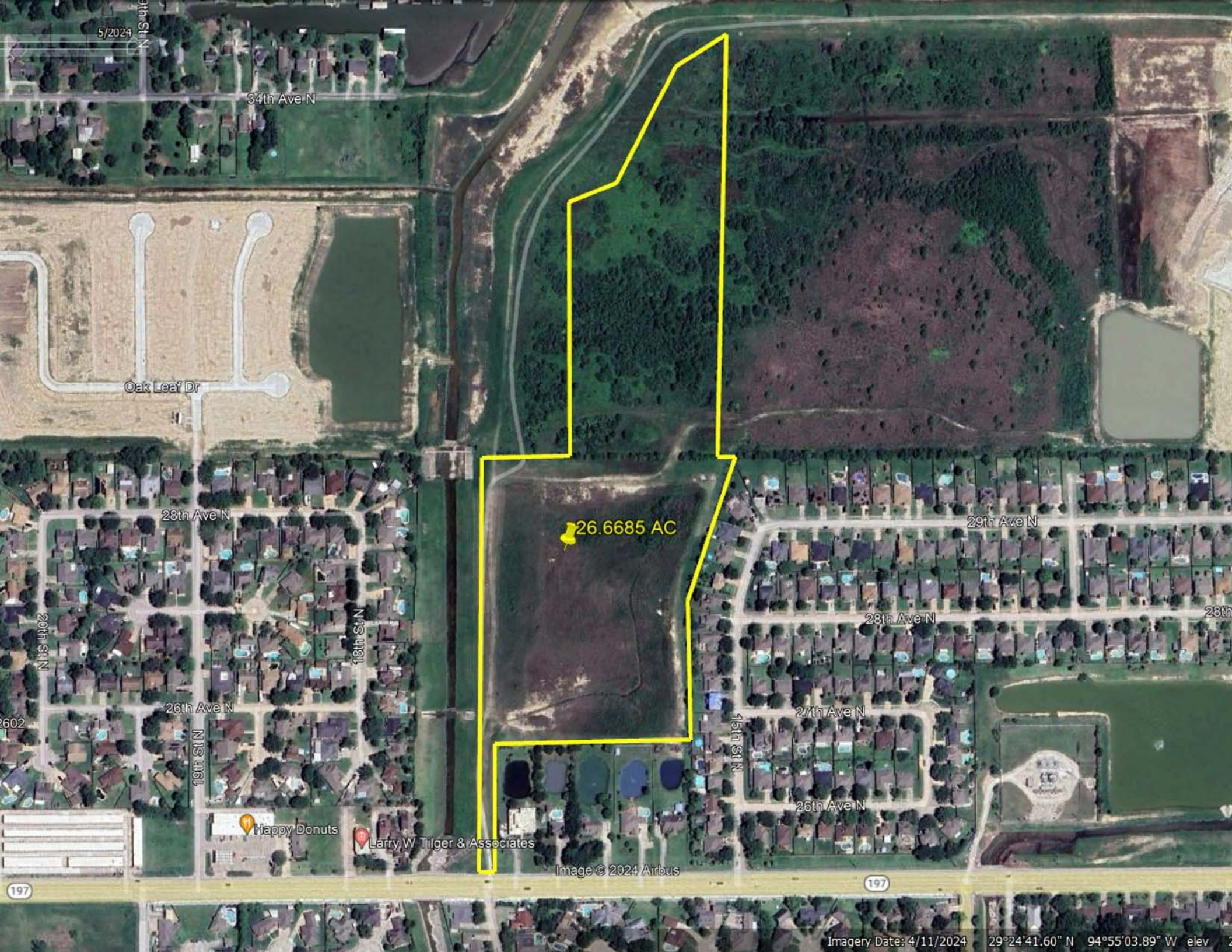
Fiscal Impact

Attachments

Map

PID creation - engagement letter

Resolution



5/2024

19th St N

34th Ave N

Oak Leaf Dr

28th Ave N

29th Ave N

26.6685 AC

20th St N

18th St N

26th Ave N

28th Ave N

28th Ave N

2602

19th St N

27th Ave N

26th Ave N

15th St N

Happy Donuts

Larry W Tilger & Associates

Image © 2024 Airbus

197

197

Imagery Date: 4/11/2024 29°24'41.60" N 94°55'03.89" W elev 7

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhllp.com

Direct Line: (713) 860-6465
Direct Fax: (713) 860-6665

doliver@abhr.com

David. Oliver
Partner

July 12, 2024

Mayor Dedrick D. Johnson, Sr.
City of Texas City, Texas
1801 9th Ave N
Texas City, Texas 77590

Dear Mayor Johnson and Commissioners:

We appreciate being asked to represent the City of Texas City, Texas (the "City") in connection with the preparation and review of agreements between the City and Gateview Development Corporation (the "Developer") regarding development of approximately 26 acres of land (the "Property") known generally as the Gateview Subdivision and use of special districts (the "Districts") to finance certain infrastructure needed to develop the Property.

Our experience has been that it is mutually beneficial to set forth, at the outset of our representation, the role and responsibilities of both our law firm and the client, as described in this letter and the separate Standard Terms of Engagement for Legal Services that is enclosed with this letter.

Client

The client for this engagement is the City. This engagement does not create an attorneyclient relationship with any related persons or entities, such as parents, subsidiaries, affiliates, employees, officers, directors, shareholders, or partners. The Developer is not the client for this engagement.

Scope of Engagement

As the City's counsel, we will provide the legal services described in the first paragraph of page one hereof. We will work cooperatively with other consultants engaged by the City for this purpose.

This engagement will include only the matters described in the paragraph above and any additional matters that are made part of the engagement by written supplement

to this letter. If you determine to engage the Firm on additional legal matters, this engagement letter will apply to those matters as well and such other work will be billed at our regular hourly rates.

We understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing. We recognize that we shall be disqualified from representing any other client with interests materially and directly adverse to yours (i) in any matter which is substantially related to our representation of you and (ii) with respect to any matter where there is a reasonable probability that confidential information you furnished to us could be used to your disadvantage; however, the City acknowledges and agrees to our representation of the Developer, all as described herein. You understand and agree that, with the exceptions described above, we are free to represent other clients, including clients whose interests may conflict with yours in litigation, business transactions, or other legal matters. You agree that our representing you in this matter will not prevent or disqualify us from representing clients adverse to you in other matters and that you consent in advance to our undertaking such adverse representations.

This engagement and our attorney-client relationship will be terminated when we have completed the services in the matters covered by this engagement letter and any written supplements to this engagement letter. If you later retain us to perform further or additional services, our attorney-client relationship will be established by another engagement letter.

Our Firm may have represented, may currently represent, or in the future may represent (i) landowners or developers owning property within your corporate boundaries and/or extra-territorial jurisdiction and (ii) special districts, including municipal utility districts, located within your boundaries and/or extra-territorial jurisdiction, opposing your interests in a matter in which we represent you. This will not in any way affect the diligence or vigor with which we represent your interests in the matter or the matters on which you engage our Firm. If this is a concern to you, please let us know and we will check on the particular lawyers involved in your matter or matters.

Cooperation

In order to enable us to render effectively the legal services contemplated, the City has agreed to disclose fully and accurately all facts and keep us informed of all developments relating to this matter. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide to us. To the extent it is necessary for your representatives to attend meetings in connection with this matter, we will attempt to schedule them so that the convenience of those representatives can be served.

Fees

All legal work will be billed on a separate hourly basis. For legal work billed on an hourly basis, our fees will be based on the time spent by the lawyers and paralegal personnel who work on the matter. We will charge for all time spent in representing the interests of the City, including, by way of illustration, telephone and in-person conferences with the City's representatives, consultants, and others; conferences among our legal and paralegal personnel; factual investigation; legal research; responding to requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel.

Billing rates for our attorneys vary according to the experience of the individuals. In an effort to reduce overall legal costs, we utilize paralegal personnel whenever appropriate. Billing rates for both attorneys and paralegal personnel are, from time to time, reviewed and adjusted and may be changed with or without notice. Please feel free at any time to ask for our current rates.

Other Charges

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as photocopying, messengers, travel expenses, long-distance telephone calls, facsimile transmissions, postage, overtime for secretaries and other nonlegal staff, specialized computer applications such as computerized legal research, and filing fees. The basis upon which we establish these other charges is set forth in the attached Standard Terms of Engagement for Legal Services.

Billing Cycle

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty days of receipt.

Fees and expenses that are billed on an hourly basis will be billed monthly on a separate hourly basis.

Our fees and services and other charges are being incurred on behalf of the District. The City agrees that we will bill the Developer for these services and charges and the Developer agrees that it will provide payment accordingly on behalf of the District.

Investment Disclosures

Many of the Firm's lawyers, directly or beneficially, own interests in corporations and other entities or in real property. Although our computerized system used for checking conflicts of interest tracks all investments made in the name of the Firm, it does not contain data as to investments made individually by each of the Firm's lawyers. If you are at all concerned about these individual investments, we will be pleased to canvass

our lawyers about their individual investments in any entity or entities about which you may be concerned.

Withdrawal or Termination

Our relationship is based upon mutual consent and you may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of fees for legal services rendered and of other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional conduct for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and conflicts of interest with another client. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we give the client written notice of our withdrawal. If we elect to withdraw for any reason, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of withdrawal.

Other

If the foregoing, including the items set forth in the enclosed Standard Terms of Engagement for Legal Services, correctly reflects your understanding of the terms and conditions of our representation, please so indicate by executing the enclosed copy of this letter in the space provided below and return it to the undersigned. We understand that the City also obtains legal services from its City Attorney and that the City has reviewed the foregoing with the City Attorney.

Please contact me if you have any questions. We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,

ALLEN BOONE HUMPHRIES ROBINSON LLP

By: _____
David Oliver, Partner

AGREED TO AND ACCEPTED on this _____ day of _____, 2024:

CITY OF TEXAS CITY, TEXAS

Dedrick D. Johnson, Sr.
Mayor

APPROVED AS TO FORM:

Kyle Dickson
City Attorney

ALLEN BOONE HUMPHRIES ROBINSON LLP

Standard Terms of Engagement for Legal Services

This statement sets forth certain standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our client. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file with the engagement letter.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

Any expressions on our part concerning the outcome of your legal matters are expressions of our professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter, and absent an express written agreement to the contrary does not include any affiliates of such person or entity (e.g., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

It is also our policy that the attorneyclient relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorneyclient relationship will be revived according to the terms of an engagement letter that we enter into at that time.

This engagement shall be subject to the Texas Disciplinary Rules of Professional Conduct. We also wish to advise you of the contents of The Texas Lawyer's Creed, a copy of which is included at the end of these Standard Terms of Engagement for Legal Services.

All of our and your rights and obligations arising under and/or related to this engagement shall be governed by the laws of the State of Texas.

By signing and entering into this engagement, we verify, pursuant to Chapter 2270 of the Texas Government Code, that the Firm does not boycott Israel and will not boycott Israel during the term of this engagement.

Who Will Provide the Legal Services

Customarily, each client of the Firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the Firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

How Our Fees Will Be Set

Generally, our fees are based on the time spent by the lawyers, paralegals, and administrative personnel who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our lawyers, paralegals, and administrative personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work in units of quarters of an hour.

The hourly rates of our lawyers, paralegals, and administrative personnel are reviewed and increased from time to time, and at least annually, to reflect current levels of experience, changes in overhead costs, and other factors.

Although we may from time to time, at the client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

Additional Charges

In addition to our fees, there will be other charges for items incident to the performance of our legal services, including photocopying, messengers, travel expenses, facsimile transmissions, postage, overtime for secretaries and other nonlegal staff, specialized computer applications such as computerized legal research, record maintenance and storage, administrative meeting costs, and filing fees. The current basis for these charges is set forth below. The Firm will review this schedule of charges on an annual basis and adjust them to take into account changes in the Firm's costs and other factors.

Duplicating

The Firm charges \$.15 per page for black and white copies and \$.50 per page for color copies.

Courier Services

The Firm charges an amount which generally represents costs including the distribution service provided by the Firm. Depending on the volume of work performed by a service provider, the Firm may receive a volume discount during a particular accounting period for which no adjustment is made on an individual client's bill.

Computer Aided Legal Research (CALR)

Third party providers of CALR services charge the Firm amounts each month based on the type, extent, and duration of the services provided. The Firm charges clients for client research only based on the computed cost to the Firm for the use of the services. This cost is monitored and revised periodically to achieve an average "at cost" rate for clients.

Telefax

The Firm does not charge for telefaxes.

Telephone

The Firm does not charge for local or long-distance calls.

TravelRelated Expenses

Airfare, meals, and related travel expenses charged to the client represent actual, outofpocket cost. Credits earned under the Frequent Flyer Programs accrue to the individual traveler and not to the Firm.

Administrative Meeting Charge

The Firm charges an administrative meeting charge for each client meeting held at the Firm's offices where food is served. This flat fee approximates the cost of supplies, beverages, utensils, materials, incidental personnel, and miscellaneous costs related to a client meeting conducted at the Firm's offices where food is served. This charge may be increased from time to time to reflect an increase in costs.

All Other Costs

The Firm charges an amount which generally represents costs for maintenance and storage of client electronic and hard copy records. In addition, the Firm charges actual disbursements for thirdparty services like court reporters, expert witnesses, etc., and may recoup expenses reasonably incurred in connection with services performed inhouse, such as mail services, secretarial overtime, file retrieval, etc.

Unless special arrangements are otherwise made, fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility

of, and billed directly to, the client. Further, all invoices in excess of \$500 will be forwarded to the client for direct payment.

Billing Arrangements and Terms

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees and expenses for the services described herein will be billed from time to time as the work is performed or at such regular intervals, not to exceed 30 days, as the client may direct and are payable within thirty days of receipt.

Advances

A client of the Firm may be asked to deposit funds as an advance payment with the Firm. The advance payment will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described above, and then to fees for services. The advance will be deposited in our client advance account and we will charge such other charges and our fees against the advance and credit them on our billing statements. In the event such other charges and our fees for services exceed the advance deposited with us, we will bill you for the excess monthly or may request additional advances. Any unused portion of amounts advanced will be refundable at the conclusion of our representation.

Client and Firm Documents

We will maintain a client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to tell us which, if any, of the documents in our files that you want returned. We will return those documents to you promptly after our receipt of payment for outstanding fees and charges, including costs of retrieval and delivery of records. We may keep copies of any documents we provide to you. Any documents retained by the Firm will be kept for a certain period of time, and ultimately we will destroy them in accordance with our record retention program schedule then in effect.

Attorney Complaint Information

The State of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at our office and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Grievance Information Helpline of the State Bar of Texas at 1-800-932-1900.

RESOLUTION NO. 2024-090

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH ABHR (A LAW FIRM) TO PROVIDE LEGAL REVIEW AND CONSULTATION RELATING TO THE GATEVIEW SUBDIVISION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Gateview proposes to develop 26.6685 of land located north of Loop 197, east of the 16th Street Ditch, and west of Heron's Landing and seeks the creation of a Public Improvement District (PID) to assist with funding the required infrastructure improvements; and

WHEREAS, ABHR is a law firm with expertise in the formation and operation of special districts, including PIDs, and the preparation of development agreements relating thereto. ABHR has previously advised the City regarding the formation of special districts and its services are necessary to advise the City and review legal documents regarding this request to form a PID.

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 approves an agreement ABHR (a law firm) to provide legal review and consultation relating to the Gateview Subdivision.

SECTION 2: That the Mayor or his designee is authorized to execute such agreements in substantially the same form as attached as **Exhibit "A"**.

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

PASSED AND ADOPTED this 17th day of July 2024.

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: 07/17/2024

Zoning Commission appointment

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Consider and take action on Resolution No. 2024-090, appointing Bruce Clawson to the Zoning Commission to replace Felix Herrera.

BACKGROUND (Brief Summary)

Felix Herrera resigned from the Zoning Commission because he felt his seat would conflict with a project that he is working on. Mr. Herrera did not provide details of the project nor turn in a Conflict of Interest form so that the City Attorney could advise on the matter.

Bruce Clawson, a previous member, resigned over a year ago for personal reasons but has since expressed that he would be "happy to serve again."

It is imperative that the Zoning Commission maintains its consistent meeting schedule of the 1st and 3rd Tuesdays of every month, and that begins with members who can reliably make a quorum.

RECOMMENDATION

It is the recommendation of the City Engineer and Mayor's office that Bruce Clawson be appointed to the Zoning Commission to replace Felix Herrera.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2024-091

A RESOLUTION APPOINTING BRUCE CLAWSON TO THE ZONING COMMISSION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there is a need to appoint Bruce Clawson to the Zoning Commission to replace Felix Herrera, who resigned.

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 appoints Bruce Clawson to the Zoning Commission.

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

PASSED AND ADOPTED this 17th day of July 2024.

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) (a)

Meeting Date: 07/17/2024

Approve budgeted expenditure from Economic Development funding to support Workforce Liaison position with Texas City Independent School District (TCISD).

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

Information

ACTION REQUEST

Approve budgeted expenditure from Economic Development funding to support Workforce Liaison position with Texas City Independent School District (TCISD).

BACKGROUND (Brief Summary)

In the fiscal year 2023-24 budget, the City Commission – after recommended approval by the Texas City Economic Development Corporation – approved the inclusion of a \$75,000 expenditure from EDC funds to support the creation of a Workforce Liaison position at TCISD. The position was to be mutually-funded between the Economic Development Corporation and the School District, with the EDC providing \$75,000 for the base salary of the position, and the school district funding insurance, benefits and incidentals.

Jamie Louviere was awarded the position and began her work at the beginning of the 2023-24 school year. During that time, her focus has been to enhance the relationships between the EDC, the School District and the business community of Texas City. She has made regular reports to the EDC regarding her progress, which included doubling the number of students entering the local workforce during this year’s “Signing Day” event.

Funds are available for this expenditure in the Economic Development Corporation budget under the Business Incentives line, 801-050-53111.

RECOMMENDATION

Approve budgeted expenditure from Economic Development funding to support Workforce Liaison position with Texas City Independent School District.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: \$75,000

Source of Funds: Economic Development Corporation

Account #: 801-050-53111

Fiscal Impact:

Funds are available for this expenditure in the Economic Development Corporation budget under the Business Incentives line, 801-050-53111.

Attachments

MOU - TCISD-TCEDC Workforce Liaison
Resolution

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION
AND TEXAS CITY INDEPENDENT SCHOOL DISTRICT**

1. PARTIES.

This Memorandum of Understanding (the "Memorandum") is made on and effective as of XXX, 2023 ("Effective Date") by and between the Texas City Economic Development Corporation ("TCEDC") whose main address is 1801 9th Avenue North, Texas City, TX 77590 and Texas City ISD ("TCISD"), a public school district organized under Chapter 130 of the Texas Education Code, whose main office address is at 1700 9th Avenue North, Texas City TX 77590, (individually, "Party" and collectively, "Parties") for the purpose of defining a collaboration for which the school district will employ a Workforce Liaison position.

2. PURPOSE AND SCOPE.

The purpose of this Memorandum is to set the terms by which TCISD will enter into a partnership with TCEDC to create and manage a mutually-funded Workforce Liaison position. This agreement represents a joint commitment by the parties to increase communication and effectiveness between TCISD, TCEDC and the business community of Texas City. Our commitment in this partnership demonstrates a willingness to work together to achieve our mutual goals of elevating the quality of education for TCISD students and building and improving the local economy.

3. OBJECTIVES.

a. TCISD Responsibilities:

- Provide funding to support the insurance, benefits and incidentals associated with the Workforce Liaison position;
- Provide an office space for the liaison to work in;
- Supervise and evaluate the faculty member with input from the TCEDC; and
- Coordinate responsibilities with input from the TCEDC and ensure all tasks are completed.

b. TCEDC Responsibilities:

- Provide \$75,000 for the purpose of funding the base salary of the Workforce Liaison position;
- Participate in monthly planning meetings with TCISD to direct the development of the Workforce Liaison position and associated programs, when time allows;

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AND TEXAS CITY INDEPENDENT SCHOOL DISTRICT**

- Facilitate/coordinate quarterly meetings between TCISD and TCEDC staff to discuss progress and deliverables;
- Facilitate/coordinate an annual presentation by the Workforce Liaison to the TCEDC Board, the City Commission, or both.

4. JOB DESCRIPTION.

Upon signing this agreement, the TCEDC and TCISD will embark upon a partnership beginning with the 2023-2024 school year.

PRIMARY PURPOSE: To assist the Career and Technical Education Director in planning, developing, and implementation of quality Career and Technical Education programs that will enhance the students' employability skills.

1. QUALIFICATIONS

Certification/Education: Bachelor's degree

Special Knowledge/ Skills/Experience:

- a. At least three years of education experience (preferred).
- b. Knowledge of Career and Technical Education Programs.
- c. Positively represent District to existing and prospective business partners.
- d. Working knowledge of federal and state guidelines pertaining to CTE.
- e. Experience in teaching, mentoring, and coaching adult learners.
- f. Strong communicator and interpersonal skills.

2. MAJOR RESPONSIBILITIES AND DUTIES:

- a. Assist director in developing and follow through of a Career and Technical Education plan for business partners.
- b. Develop and maintain relationships with potential and existing community partners and connect their needs to the district's CTE programs of study to expand the workforce opportunities for students.
- c. Develop and implement an effective marketing and recruitment plan, including but not limited to the design of marketing materials such as brochures, posters, course catalogs, career guides, etc that promote the recruitment and retention of employer participants and students.
- d. Assist the director in developing quality programs using program evaluation, classroom visitation, curriculum improvement and equipment purchases.
- e. Encourage and support the development of innovative instructional programs, helping teachers to pilot such efforts when appropriate.

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- f. Facilitate the planning and application of new and existing technical programs in the teaching/learning process.
- g. Assist the director with planning of Career and Technical Education staff development
- h. Ensure compliance with TEA Guidelines for CTE courses, including but not limited to the Career Preparation and Practicum Handbook, updating and auditing training plans, reviewing worksite visitation logs, and graduation plans.

Administration and Fiscal Facilities Management

- a. Maintain compliance for district's Career and Technical Education programs at federal, state and local levels.
- b. Support Special Education students in successful completion of the appropriate CTE Pathway.
- c. Ensure that facilities and equipment needs (maintenance and curriculum) are identified in the Career and Technical Education programs.
- d. Investigate new funding sources and grant availability.
- e. Assist in grant writing for the CTE department.

Personnel Management

- a. Assist in staffing vacancies.
- b. Assess and respond to needs related to CTE teacher job responsibilities.

School Organizational Climate

- a. Effectively communicate and maintain a positive and effective relationship with community members, colleagues, students, teachers, and parents.
- b. Disseminate ideas and information to professionals and provide leadership in identifying trends and opportunities in Career and Technical Education.
- c. Implement new industry standards into the Career and Technical Education curriculum.

Professional Growth and Development

- a. Use information and insights provided through assessment instruments, the district appraisal process, evaluative feedback, and professional development programs to improve performance.
- b. Design and deliver professional development activities for teachers.
- c. Attend and participate in ongoing professional development and district meetings.
- d. Participate in professional and industry organizations.

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School/Community Relations

- a. Educate and coordinate with business partners to ensure they are aware of the Career and Technical Education certifications offered at the high schools.
- b. Maintain a current database of local employers and job openings and communicate frequently with high school counselors and teachers about employment opportunities for students.
- c. Articulate the program/district's mission to the community needs and assist in initiating activities to meet those identified needs.
- d. Implement and direct student experiences through support of work-based learning opportunities, certifications and career pathways.
- e. Facilitate the agreements between industry and Career and Technical Education to ensure that students are trained to meet industry standards.
- f. Build connections with local community groups and industry to expand the Career and Technical Education network.
- g. Assist with planning and coordinating the Advisory Council(s) that involve all key stakeholders, including area employers, post-secondary educators, district personnel, parents and students.
- h. Facilitate the planning and execute Career Fairs and Signing Days for all CTE programs.
- i. Meet quarterly with EDC Director and provide documentation of updates.
- j Provide an annual review at the COTC Commissioner Meeting.
- k. All other duties as assigned.

5. POINTS OF CONTACT.

- a. TCEDC:
 - i. Job Branson
Executive Director of Management Services
1801 9th Avenue North
Texas City, TX 77590
Office: 409-643-5927
Email: jbranson@texascitytx.gov
 - ii. Kristin Edwards
EDC Director
1801 9th Avenue North

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AND TEXAS CITY INDEPENDENT SCHOOL DISTRICT**

Texas City, TX 77590
Office: 409-643-5919
Email: kedwards@texascitytx.gov

b. TCISD:

- i. Dr. Melissa Duarte
Superintendent of Schools
Texas City Independent School District
Address: 1700 9th Avenue North
Office: 409-916-0101
Email: mduarte@tcisd.org

- ii. Alexis Kopp
Director of Career and Technical Education
Texas City Independent School District
Address: 1400 9th Avenue North
Office: 409-916-0024
Email: akopp@tcisd.org

6. FUNDING & FEES

TCEDC will provide \$75,000 on or immediately following October 1, 2023 for the purpose of supporting the salary of the Workforce Liaison. The remainder of the costs associated with the position, including the support of insurance, benefits and incidentals, will be the responsibility of TCISD.

7. LOCATION & TRANSPORTATION

The Workforce Liaison will be housed at the TCISD Industrial Trades Center (1400 9th Avenue North, Texas City, TX).

The individual will be responsible for providing their own transportation.

8. RELATIONSHIP

The relationship between the Parties is that of Independent Entities; neither Party has the authority to bind the other in any manner. Nothing in this Memorandum shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or any employee or agent of the Parties. This Memorandum does not create a joint venture, business partnership or Agency relationship between the Parties.

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9. EFFECTIVE DATE.

The terms of this agreement shall become effective on signature of all parties and shall remain in effect for one (1) year and may be renewed, provided the TCEDC and TCISD agree to the extension in writing. TCEDC and TCISD will review this agreement annually before the anniversary of its effective date for the purpose of incorporating changes required by statutes or one of the Parties involved.

10. LIABILITY

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

11. JURISDICTION

This Memorandum shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Memorandum shall lie in Galveston County, Texas.

12. MODIFICATION.


This agreement shall be modified upon the mutual written consent of both parties on an annual basis

13. SEVERABILITY.

Nothing in this Agreement is intended to conflict with current laws or regulations or the directives of the City of Texas City or TCISD. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

14. APPROVED BY. We, the undersigned, as duly authorized representatives of our respective organizations, do agree to support the provisions and intent of this document as presented this **XXX day of XXX, 2023.**

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION
AND TEXAS CITY INDEPENDENT SCHOOL DISTRICT**



Mark Ciavaglia
Chair
Texas City Economic Development Corporation

Dr. Melissa Duarte
Superintendent of Schools
Texas City Independent School District

RESOLUTION NO. 2024-092

A RESOLUTION APPROVING A BUDGETED EXPENDITURE FROM THE ECONOMIC DEVELOPMENT CORPORATION FOR FUNDING TO SUPPORT THE WORKFORCE LIAISON POSITION WITH THE TEXAS CITY INDEPENDENT SCHOOL DISTRICT (TCISD); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, in the fiscal year 2023-2024 budget, the City Commission, after recommended approval by the Texas City Economic Development Corporation, approved the inclusion of a \$75,000.00 expenditure from EDC funds to support the creation of a Workforce Liaison position at TCISD; and

WHEREAS, the position will be mutually funded by the Economic Development Corporation and the School District, with the EDC providing \$75,000.00 for the base salary of the position and the school district funding insurance, benefits, and incidentals.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1. That the City Commission of the City of Texas City, Texas, hereby approves the budgeted expenditure from Economic Development funding to support the Workforce Liaison position with the Texas City Independent School District (TCISD).

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

PASSED AND ADOPTED this 17th day of July 2024.

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