

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, SEPTEMBER 1, 2021 - 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) REPORTS
  - (a) Lowry Fitness Center (Recreation and Tourism)
- (5) PUBLIC HEARING
  - (a) A public hearing to hear citizens' opinions in favor of or in opposition to the City of Texas City's proposed 2021/2022 Fiscal Year Budget. (Finance)
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA
  - (a) Approve City Commission Minutes for August 18, 2021 meeting. (City Secretary)
  - (b) Consider and take action on Resolution No. 21-064, awarding RFP No. 2021-106 Janitorial Services for Municipal Services. (Purchasing)
  - (c) Consider and take action on Resolution No. 21-065, authorizing the Mayor to enter into a one (1) year Mutual Aid Agreement between the County of Galveston and the City of Texas City. (Fire Department)
  - (d) Consider and take action on Resolution No. 21-066, acknowledging the receipt of the 2020 Annual Report for the Tax Increment Reinvestment Zone No. 1 (TIRZ 1) Board. (Management Services)

- (e) Consider and take action on Resolution No. 21-067, approving a revised contract between Galveston County Health District and the City of Texas City for water pollution control and abatement services. (Public Works)
  
- (8) REGULAR ITEMS
  
- (a) Consider and take action, by record vote, on Ordinance No. 21-21, to adopt the City of Texas City's 2021-2022 Fiscal Year Budget. (Finance)
  
- (9) COMMISSIONERS' COMMENTS
  
- (10) MAYOR'S COMMENTS
  
- (11) 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 AUGUST 28, 2021 PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

---

RHOMARI LEIGH  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(4) (a)**

**Meeting Date:** 09/01/2021

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

**Department:** Management Services

---

**Information**

**ACTION REQUEST (Brief Summary)**

Lowry Fitness Center (Recreation and Tourism)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**Attachments**

Staff Report

---



*WELCOME TO THE LOWRY FITNESS CENTER*



DEPARTMENT OF PARKS, RECREATION & TOURISM



# Weight Room/Cardio Room/Aerobic Room/Spin Room

Cardio Room



Aerobics Room



Spin Room



Weight Room



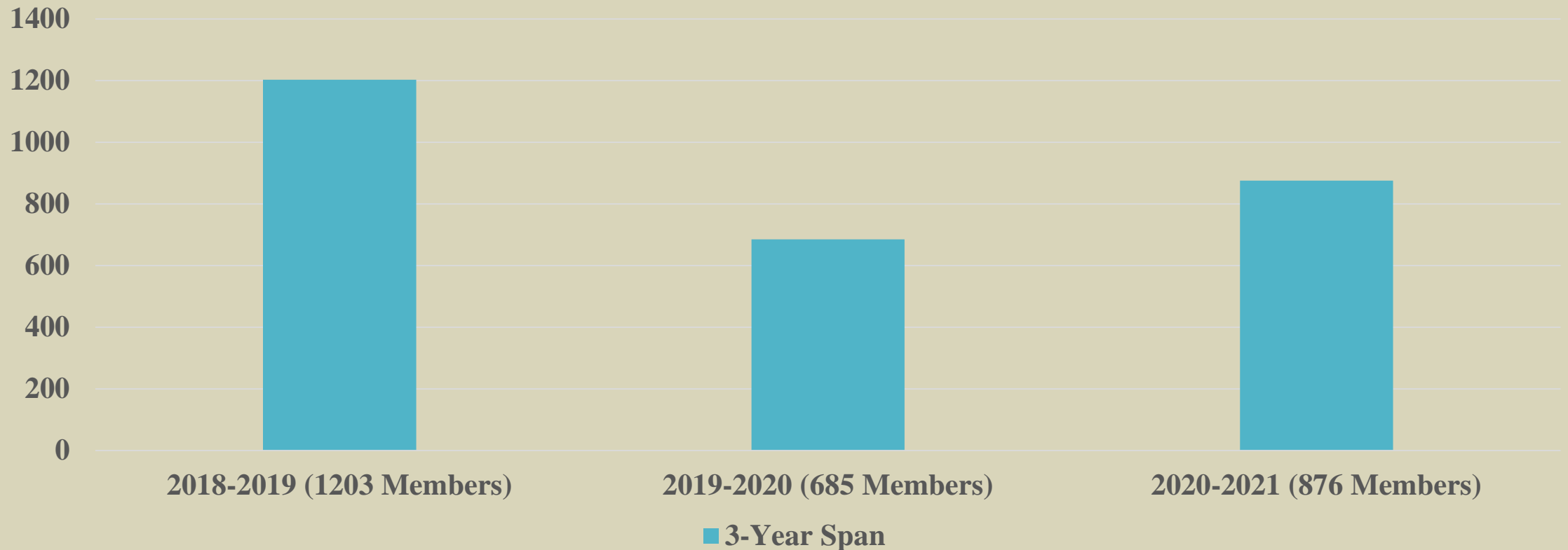
# MEMBERSHIP RATES & FEES

Annual Membership	Resident	Non-Resident
Adult (ages 15-54)	\$125.00	\$200.00
Senior (ages 55+)	\$60.00	\$135.00
Youth (ages 6-14 )	\$75.00	\$80.00
<b>Annual Family Membership</b>		
Includes: (2) adult memberships ages 15+ ages (2) youth memberships 14 under ages	<b>Resident ONLY</b> \$315.00	
Each additional youth member	\$40.00	

Daily Guest Pass	Fees
Guest (rates apply to all ages)	\$10.00
<b>Additional</b>	
Annual Locker Rental (tall)	\$75.00
Annual Locker Rental (short)	\$50.00
Daily Lock Rental	\$ 0.25
Replacement Membership Badge	\$10.00

# 3 YEAR MEMBERSHIP PROFILE

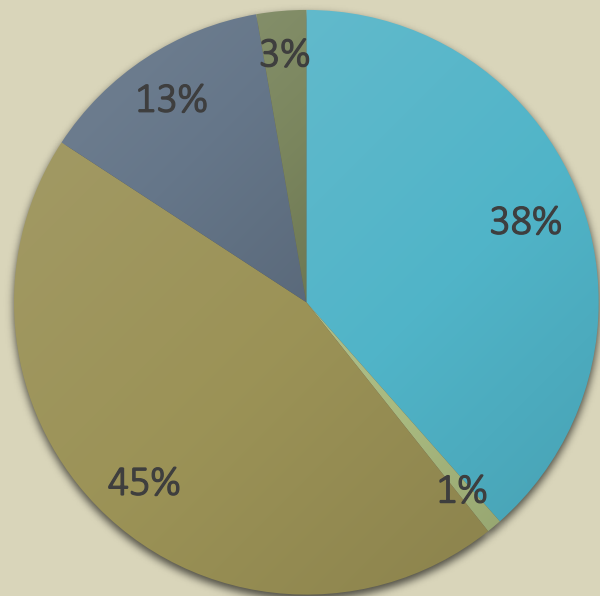
## 3-Year Span



# MEMBERSHIP PROFILE

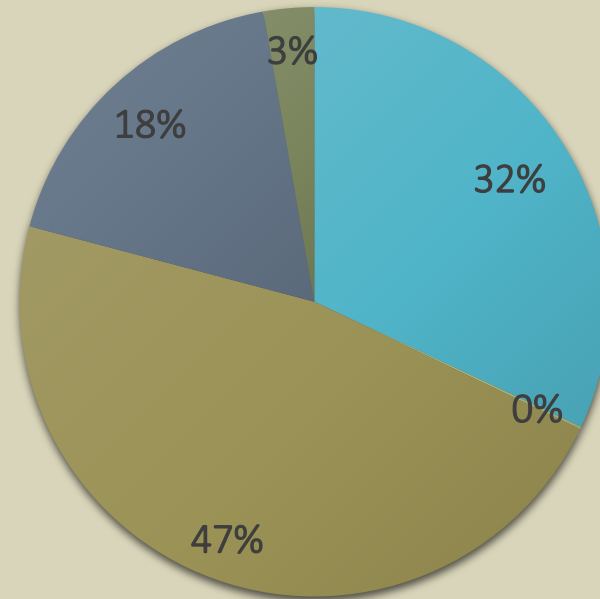
## *Membership Breakdown*

10/1/2018-9/30/2019  
(1203 Members)



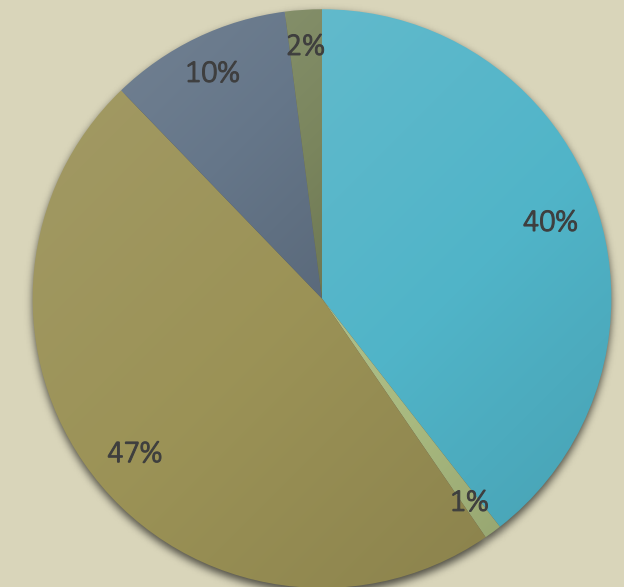
■ Adult-463  
■ Family-10  
■ Seniors-540  
■ Silver Sneakers-157  
■ Youth-33

10/1/2019-9/30/2020  
(685 Members)



■ Adult-219  
■ Family-1  
■ Seniors-322  
■ Silver Sneakers-124  
■ Youth-19

10/1/2020-8/25/2021  
(925 Members)



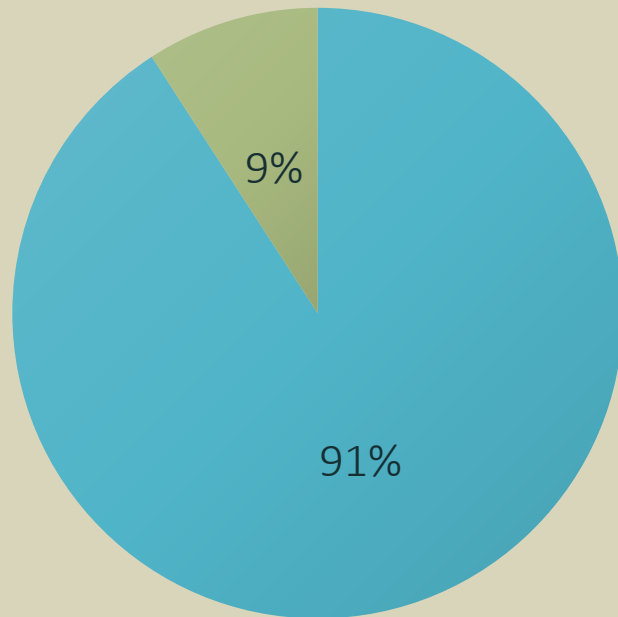
■ Adult-365  
■ Family-9  
■ Seniors-438  
■ Silver Sneakers-94  
■ Youth-19



# MEMBERSHIP PROFILE

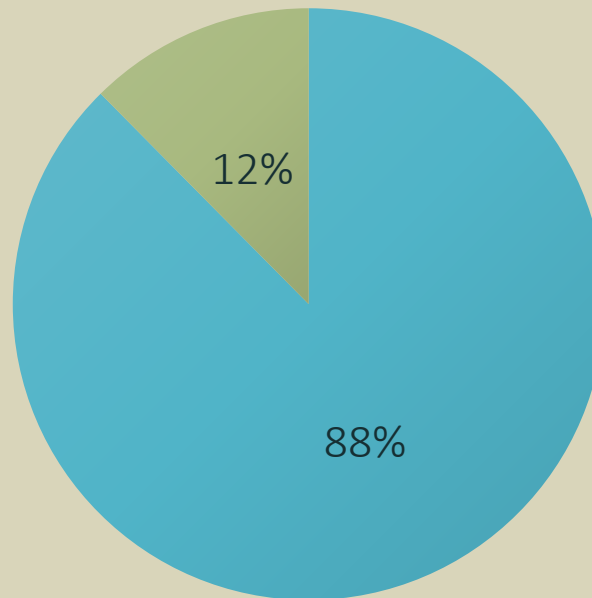
## *Resident/Non-Resident Breakdown*

10/1/2018-9/30/2019  
(1203 Members)



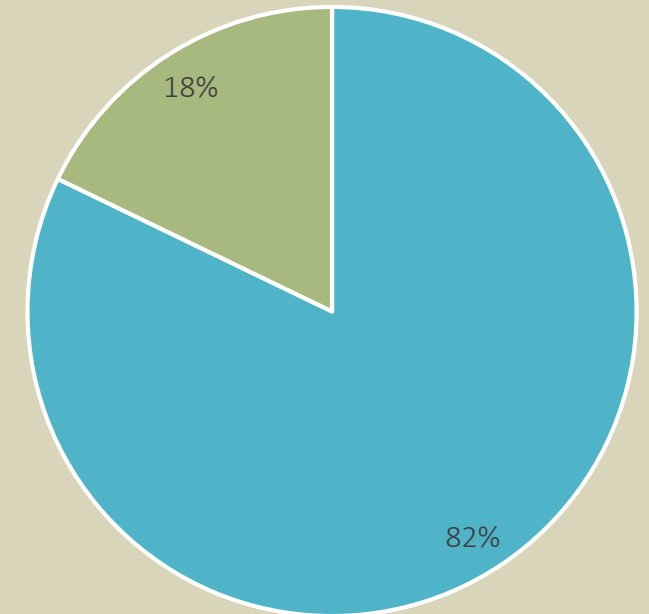
■ Resident-1093 ■ Non-Resident-110

10/1/2019-9/30/2020  
(685 Members)



■ Resident-600 ■ Non-Resident-85

10/1/2020-8/25/2021  
(830 Members)



■ Resident-682 ■ Non-Resident-148

# CLASS AVERAGE ATTENDANCE

<u>Class</u>	<u>Instructor</u>	<u>Classes per week</u>	<u>Average Attendance per class</u>
Yoga/Pilates	Lisa Hodges	2	15-20
Zumba®	Kim Gerhardt	3	25
Silver Sneakers Classic	Amberly Mobley	2	10-15
Silver Sneakers Boom	Maria Ramos	2	15-20
Hi/Lo Impact Cardio	Maria Ramos	1	20-25
Step Aerobics	Maria Ramos	1	25
Aqua Fitness	Gale Devona	3	30-35
Body Fit & Tone	Gale Devona	2	20-25
Chair Fit	Gale Devona	1	15-20
Aqua Pilates	Amanda Fields	2	20-25
Spin & Trim	Elva Vasquez	2	10
Spin & Trim	Lauren Garcia	2	10

# SilverSneakers® PROGRAM



source: [www.healthways.com/silversneakers.com](http://www.healthways.com/silversneakers.com)

- Founded in 1992
- More than 65 Medicare health plans provide a gym membership to their insured
- Today serves more than 12 million eligible members
- The nation's leading exercise program designed for older adults, uses a unique combination of fitness and social activities to empower participants to take control of their well-being.
- Over the last three years, we averaged 122 seniors signed up under the Silver Sneakers Program.

# Special Events

**National Senior Health & Fitness Day (Partner with Senior Program)** The common goal for the day is to help keep our elderly healthy and fit.

**Coast Guard 5K Run (Host)**

**Annual Breast Cancer 5K Run/Walk**

The goal of the event is to bring awareness to the fight, survivors, loved ones we have lost, and individuals currently battling breast cancer.

**Annual Thanksgiving Luncheon**

The goal of this event is to bring our members together by celebrating Thanksgiving.

**Walk A Mile In My Shoes (CASA of Galveston County-Host)** The event is a great way to show support for abused and neglected children.



# *2020 Virtual Breast Cancer 5K Run/Walk*



THANK YOU

Get Fit – Your new future starts today!



DEPARTMENT OF PARKS, RECREATION & TOURISM

**CITY COMMISSION REGULAR MTG**

**(5) (a)**

**Meeting Date:** 09/01/2021

Public Hearing regarding 2021/2022 Budget

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

---

**Information**

**ACTION REQUEST (Brief Summary)**

Public hearing in support of or opposition to the City of Texas City's proposed 2021/2022 Fiscal Year Budget.

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 09/01/2021

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

**Department:** Management Services

---

**Information**

**ACTION REQUEST (Brief Summary)**

Approve City Commission Minutes for August 18, 2021 meeting. (City Secretary)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**Attachments**

Minutes

---

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, AUGUST 18, 2021 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, AUGUST 18, 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 5:08 p.m. by Mayor Dedrick Johnson, Sr.

1. ROLL CALL

Present: Dedrick Johnson, Mayor  
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem  
Kevin Yackly, Commissioner At-Large  
Keith Henry, Commissioner District 1

Absent: Felix Herrera, Commissioner District 2  
Dorthea Jones Pointer, Commissioner District 3  
Jami Clark, Commissioner District 4

2. INVOCATION

Lead by Pastor Jervie Windom of Resonate Church.

3. PLEDGE OF ALLEGIANCE

Led by Mayor Pro-tem Thelma Bowie.

4. REPORTS

a. Street and Bridge (Public Works)

Jack Haralson, Director of Public Works, gave a PowerPoint presentation on street and bridge procedures and repairs.

b. Community Development (Code Enforcement)

David Zacherl, Fire Chief, gave a PowerPoint presentation on the procedures and results of Code Enforcement and staff efforts.

5. PUBLIC HEARING

a. 418 Southlake, LTD requests to rezone from "A" (Single-Family Residential) to "I" (Planned Unit Development) to construct Southlake Subdivision – a Master Planned Community within the City of Texas City. Being approximately 438-acres of undeveloped land. Located north of FM 517, south of FM 646 and west of FM 3436.

Doug Kneupper, Consulting City Engineer, stated that 418 Southlake Ltd. is requesting to rezone a portion of undeveloped land. The Zoning Commission previously approved the request.

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner At-Large Kevin Yackly to close the public hearing.

**Vote: 4 - 0 CARRIED**

6. PRELIMINARY ZONING APPROVAL

- a. Consider and take action on request by 418 Southlake, LTD to rezone from "A" (Single-Family Residential) to "I" (Planned Unit Development). Being approximately 438-acres of undeveloped land. Located north of FM 517, south of FM 646 and west of FM 3436.

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner At-Large Kevin Yackly

**Vote: 4 - 0 CARRIED**

7. PUBLIC COMMENTS

8. CONSENT AGENDA

Motioned by Commissioner At-Large Kevin Kackly, seconded by Commissioner At-Large Thelma Bowie, to approve Consent Agenda items a, b, c, d, e, f, g, h, and i.

- a. Approve City Commission Minutes for the August 4, 2021 meeting. (City Secretary)

**Vote: 4 - 0 CARRIED**

- b. Consider and take action on Resolution No. 21-056, Emergency Declaration of Disaster. (Emergency Management)

**Vote: 4 - 0 CARRIED**

- c. Consider and take action on Resolution No. 21-057, awarding an annual contract for Bid No. 2021-104 Oils and Lubricants Annual Contract. (Public Works)

**Vote: 4 - 0 CARRIED**

- d. Consider and take action on Resolution No. 21-058, approving a development for 418 Southlake, Ltd. (Engineering & Planning)

**Vote: 4 - 0 CARRIED**

- e. Consider and take action on Resolution No. 21-059, consenting to the annexation of land into MUD #53. (Engineering & Planning)

**Vote: 4 - 0 CARRIED**

- f. Consider and take action on Resolution No. 21-060, approving and awarding Bid No, 2021-105 Personnel Protective Equipment, Fire Hose, Nozzles, and related equipment annual contract. (Purchasing)

**Vote: 4 - 0 CARRIED**

- g. Consider and take action on Resolution No. 21-061, authorizing payment of windstorm insurance premium to Victor Insurance Managers Inc. (Finance)

**Vote: 4 - 0 CARRIED**

- h. Consider and take action on Resolution No. 21-062, authorizing the City to enter into a Utility Services Agreement between Texas City, GCMUD 53, and 418 Southlake, LTD. (Developer). (Engineering and Planning)

**Vote: 4 - 0 CARRIED**

- i. Consider and take action on Resolution No. 21-063, approving the Moore Memorial Public Library Strategic Plan to take effect October 1, 2021, through September 30, 2024. (Library)

**Vote: 4 - 0 CARRIED**

9. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 21-20, amending the fiscal year 2020-2021 budget to accept and appropriate the Community Development Block Grant Disaster Recovery Mitigation funds for drainage improvements. (Finance)

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner At-Large Kevin Yackly

**Vote: 4 - 0 CARRIED**

10. COMMISSIONERS' COMMENTS

Commissioner Bowie and Commissioner Yackly thanked Thomas Munoz, Director of Emergency Management, for his service to the City.

All-City staff present echoed the sentiment of the Commissioners.

Laura Boyd, Finance Director, stated that a copy of the 2021-2022 FY budget is in the City Hall Lobby for viewing.

Dennis Harris, Director of Recreation and Tourism, stated that the pool is now only operational on weekends.

11. MAYOR'S COMMENTS

Mayor Johnson stated that we will continue to social distance and utilize electronic meeting methods, as much as legally possible, until there is no longer a Covid spike.

Mayor Johnson also echoed the sentiments of the Commissioners and City Staff and wished Thomas Munoz the best of successes.

12. ADJOURNMENT

Having no further business, Mayor Pro Tem Thelma Bowie made a MOTION to ADJOURN at 6:20 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**

**(7) (b)**

**Meeting Date:** 09/01/2021

RFP 2021-106 Janitorial Services for Municipal Facilities

**Submitted For:** Debbie Gurka, Administration

**Submitted By:** Debbie Gurka,  
Administration

**Department:** Finance

---

**Information**

**ACTION REQUEST (Brief Summary)**

Approve and award RFP # 2021-106 Janitorial Services for Municipal Services to Ambassador Services, LLC.

**BACKGROUND**

On Friday, August 6, 2021 bid packets were mailed to area vendors. Proposals were opened and scored on Tuesday, August 24, 2021. A bid tabulation is attached for your review.

**ANALYSIS**

The Purchasing Office received a total of four (4) bids and two of those bids did not meet the required bid guarantee of a Cashier's Check or a Bidder's Bond in the amount of five percent (5%) of the total bid price as stated in Section IV, 4.13 of the RFP.

One of the two bids did not submit the bid in a sealed envelope as stated on the Notice for Bidders. Both bids were higher in cost than the two (2) qualified proposers.

After team reviewing and scoring the remaining two (2) qualified proposals, it is the recommendation of the Purchasing Department to award the Janitorial Service Contract to Ambassador Services, LLC., and the Mayor is authorized to execute a contract on behalf of City Commission.

Bid Tabulation attached.

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**Attachments**

Resolution

Bid Tabulation

---

**RESOLUTION NO. 21-064**

**A RESOLUTION APPROVING RFP NUMBER 2021-106 JANITORIAL SERVICES FOR MUNICIPAL SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the bids packets were made available to local area vendors for RFP No. 2021-106 Janitorial Services for Municipal Services; and

**WHEREAS**, proposals were opened and scored on August 14, 2021, and based on the recommendation of the Purchasing Department, PRF No. 2021-106 Janitorial Services for Municipal Services should be awarded to Ambassador Services, LLC for the prices bid.

**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 awards PRF No. 2021-106 Janitorial Services for Municipal Services to Ambassador Services, LLC.

**SECTION 2:** That the Mayor or designee is hereby authorized to enter into a contract with Ambassador Services, LLC for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof 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 1st day of September 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

**RFP 2021-106 JANITORIAL SERVICES FOR MUNICIPAL FACILITIES**

LOCATION	AMERICAN JANITORIAL SERVICES		AMBASSADOR SERVICES	
	Monthly	Yearly	Monthly	Yearly
City Hall	\$ 1,538.00	\$18,456.00	\$1,223.99	\$14,687.88
Criminal Justice Center	\$2,992.00	\$35,910.00	\$2,594.71	\$31,136.52
Moore Memorial Library	\$2,719.00	\$32,634.00	\$2,288.96	\$27,467.52
Fire Administration Building	\$516.00	\$6,196.20	\$941.72	\$11,300.64
City Hall Annex	\$903.00	\$10,836.00	\$737.15	\$8,845.80
Texas City Museum	\$829.00	\$9,954.00	\$873.58	\$10,482.96
Emergency Management	\$304.00	\$3,654.00	\$173.62	\$2,083.44
Public Works / Engineering	\$341.00	\$4,095.00	\$253.24	\$3,038.88
Sanitation Service Center (Biosphere)	\$236.00	\$2,835.00	\$139.95	\$1,672.20
Utility & Fleet Service	\$551.00	\$6,615.00	\$387.88	\$4,654.56
Police Service Center	\$199.00	\$2,394.00	\$45.20	\$542.40
Police Substation	\$199.00	\$2,457.00	\$51.49	\$617.88
The Davison Home	\$236.00	\$2,835.00	\$324.96	\$3,899.52
The Engineers Cottage	\$157.00	\$1,890.00	\$118.93	\$1,427.16
The Moore Home	\$157.00	\$1,890.00	\$103.11	\$1,237.32
<b>VENDOR CALCULATIONS</b>	<b>\$11,882.00</b>	<b>\$142,584.00</b>	<b>\$10,257.89</b>	<b>\$123,095.76</b>
<b>CORRECTED CALCULATIONS</b>				
<b>WRITTEN FIGURES IN WORDS X 12</b>	<b>\$142,624.20</b>		<b>\$123,086.04</b>	

**CITY COMMISSION REGULAR MTG**

**(7) (c)**

**Meeting Date:** 09/01/2021

Mutual Aid agreement between County of Galveston and the City of Texas City (Fire Department)

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

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

**Department:** Fire Department

---

**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action authorizing the Mayor to execute a one year agreement between the County of Galveston and the City of Texas City for Mutual Aid. (Fire Department)

**BACKGROUND**

New annual agreement replacing the 2020/21 Agreement between the parties.

**ANALYSIS**

City to provide mutual aid to unincorporated areas of Galveston County for \$22,500.00 from the Commissioners Court.

**ALTERNATIVES CONSIDERED**

None

---

**Fiscal Impact**

**Attachments**

Resolution

Exhibit A

---

**RESOLUTION NO. 21-065**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE COUNTY OF GALVESTON, TEXAS AND THE CITY OF TEXAS CITY, TEXAS, FOR MUTUAL AID; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the City of Texas City, Texas, wishes to formalize a FY21/22 Mutual Aid Agreement between the County of Galveston and the City of Texas City, for mutual aid; and

**WHEREAS**, Chapter 352 of the Local Government Code, “County Fire Department” and Chapter 791 of the Government Code, “Interlocal Cooperation Act,” provides authority that the Commissioners’ Court may contract the governing body of a municipality to provide protection services to locations outside the municipalities; and

**WHEREAS**, citizens residing within the unincorporated areas of the County of Galveston, surrounding City of Texas City, city limits are in need of obtaining the services of the City of Texas City to assist them in time of need; and

**WHEREAS**, the City of Texas City is willing to make its fire protection services available to unincorporated areas of the County of Galveston.

**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 the FY21/22 Mutual Aid Agreement between the County of Galveston and the City of Texas City, and the Mayor is authorized to execute the FY21/22 Mutual Aid Agreement, in the same or similar format attached hereto as **Exhibit “A”** and made a part hereof.

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

**PASSED AND ADOPTED this 1st day of September 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

STATE OF TEXAS                                 §  
   §  
COUNTY OF GALVESTON                     §

CONTRACT

This Contract is made by and between the County of Galveston, Texas, acting by and through its Commissioners’ Court hereinafter called “County” and the City of Texas City, Texas, acting by and through its City Commission, hereinafter called “City” or “recipient”.

**Whereas**, Chapter 352 of the Texas Local Government Code, “County Fire Protection” and Chapter 791 of the Government Code, “Interlocal Cooperation Act,” provides authority that the Commissioners’ Court may contract the governing body of a municipality to provide fire protection services to locations outside of the municipalities; and

**Whereas**, citizens residing within unincorporated areas of the County surrounding the City’s city limits are in need of obtaining the services of the City to assist them in time of need; and

**Whereas**, the City is willing to make its fire protection services available to unincorporated areas of the County.

**Now, therefore, for and in consideration** of the mutual covenants expressed herein it is agreed as follows:

1. To assist the various communities located in the unincorporated areas surrounding the City’s city limits, the County agrees to pay the City to be on call and make fire protection runs into the unincorporated areas of Galveston Count the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 (\$22,500.00). Payment of this sum shall be made following the acceptance and execution of this Contract by both parties.
2. City agrees to make reasonable efforts to respond to requests for fire protection services in the unincorporated areas of the County surrounding the City’s city limits, regardless of the source of the request.
3. City agrees to keep a record of any runs made in response to an area in the unincorporated portions of the County, and to submit, not later than July 21, 2022, a report to the County Commissioners’ Court advising the Court of the runs made to unincorporated areas of the County during the period of July 15, 2021 to July 14, 2022. For each run, the City will report the date and time of the run, the distance travelled, the number of personnel who responded, and all expenses incurred by the City as determined by the most recent City financial audit in making the reported runs. The County and City acknowledge that the City’s run expenses will not impact the amount payable under this Contract.

4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the City and its members in the performance of their services. The City shall totally decide and be responsible for the manner, means and methods by which they operate.
5. It is further agreed and understood between the parties that in accordance with §352.004 of the Local Government Code, V.T.C.A., the acts of any person who, in the act of carrying out the County's authority to provide fire protection under this agreement, furnishes fire protection to a county resident who lives outside the municipalities in the County, including the act of person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.
6. It is further agreed that the City is not liable for the acts of its employee in fighting fires outside the City under this Contract. However, it is acknowledged that the City will continue any responsibilities it may have to provide workers' compensation, to any employees who provide firefighting services under this Contract.
7. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.
8. To the extent permitted by the Constitution and laws of the State of Texas, City agrees to indemnify and save harmless the county of Galveston, its agents, Commissioners, Boards, Officers and employees from any and all suits, actions, or claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained by any person or persons arising out of or occasioned by the acts of the Fire Department, its members, deputies, agents or employees.
9. During the term of this Contract, the City agrees to:
  - a) Maintain membership in the Galveston County Firefighters Association,
  - b) Comply with the Texas Commission on Fire Protection (TCFP) and any other applicable Federal and State regulatory agency, and submit an annual letter stating such compliance to the Galveston County Fire Fighters Association.
10. Equal Employment Opportunity - The City agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, state that all qualified applicants will receive consideration for employment without regard to race, color,



religion, national origin, sex, disability, genetic information, or veteran status.

11. Drug-Free Workplace – the City shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.
12. Americans With Disabilities Act – the City shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.
13. Nondiscrimination – the City acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:
  - Title VI of the Civil Rights Act of 1964
  - Title IX of the Education Amendments of 1972
  - The Rehabilitation Act of 1973, Section 503
  - The Rehabilitation Act of 1973, Section 504
  - The Age Discrimination Act of 1975
  - The Drug Abuse Office and Treatment Act of 1972
  - The Drug-Free Workplace Act of 1988
14. This Contract shall begin effective upon the execution of this document by both parties and shall terminate on September 30, 2022.
15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The City disclaims any reliance on representations by the County that are not expressly set out in this Contract.
16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.
17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.
18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.
19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.
20. This Agreement is being executed with multiple originals signed by both parties.

GALVESTON COUNTY, TEXAS

By: \_\_\_\_\_  
Mark Henry,  
County Judge

ATTEST:

\_\_\_\_\_  
Dwight D. Sullivan,  
County Clerk

CITY OF TEXAS CITY, TEXAS

By: \_\_\_\_\_  
City Mayor

ATTEST:

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

**CITY COMMISSION REGULAR MTG**

(7) (d)

**Meeting Date:** 09/01/2021

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

**Department:** Management Services

---

**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 21-066, acknowledging the receipt of the 2020 Annual Report for the Tax Increment Reinvestment Zone No. 1 (TIRZ 1) Board. (Management Services)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**Attachments**

Exhibit A  
Resolution

---

---

# 2020 ANNUAL REPORT

---

**TAX INCREMENT REINVESTMENT ZONE  
NUMBER ONE  
TEXAS CITY, TEXAS**



**Tax Year Ending December 2020**

---

## TABLE OF CONTENTS

---

City of Texas City, 2020 City Commission .....	1
TIRZ Board of Directors 2020 .....	2
Description of the Zone .....	3
Purpose of the Zone.....	5
State of the Zone and Plan Implementation in 2020 .....	7
Revenue.....	7
Expenditures .....	10
Interest Due on Outstanding Bonds .....	11
Base Value & Captured Appraised Value .....	13
Increment Received by Taxing Entities.....	13

## LIST OF FIGURES

---

Figure 1: City of Texas City TIRZ 1 Location Map .....	3
Figure 2: City of Texas City TIRZ 1 Boundary Map.....	3
Figure 3: Lago Mar Preliminary Concept Plan .....	5
Figure 4: Lago Mar Conceptual Master Plan-October 2013 .....	6
Figure 5: Commercial and Residential TIRZ Areas.....	7
Figure 6: Location of Proposed TIRZ Improvements .....	11

## LIST OF TABLES

---

Table A: Participation Schedule Commercial Area .....	8
Table B: Participation Schedule Residential Area .....	8
Table C: Base Year Market Value by Jurisdiction.....	9
Table D: Tax Increment Revenue by Year.....	9
Table E: Estimated Project Plan Costs .....	10
Table F: GCMUD 54 Debt Service Schedule .....	12
Table G: LMDA Debt Service Schedule.....	12

## COMPLIANCE

---

Texas Tax Code 311.016 (a):	
(1).....	7
(2).....	10
(3).....	11
(4).....	13
(5).....	13

# CITY OF TEXAS CITY, TEXAS

## 2020 CITY COMMISSION

---

### **Mayor**

Hon. Matthew T. Doyle (until May 2020)  
Hon. Dedrick Johnson, Sr. (as of May 2020)

### **Commission Members**

Hon. Phil Roberts (until May 2020)  
Thelma Bowie (as of May 2020)  
Commissioner At-Large  
Mayor Pro-Tem

Hon. Bruce Clawson (until May 2020)  
Hon. Kevin Yackly (as of May 2020)  
Commissioner At-Large

Hon. Earl Alexander (until May 2020)  
Hon. Keith Henry (as of May 2020)  
District 1

Hon. Abel Garza (until May 2020)  
Hon. Felix Herrera (as of May 2020)  
District 2

Hon. Dorthea Jones Pointer  
District 3

Hon. Jami Clark  
District 4

**TAX INCREMENT REINVESTMENT ZONE  
NUMBER ONE, CITY OF TEXAS CITY, TEXAS  
2020 BOARD OF DIRECTORS**

---

<b>Position 1</b>	Chris Doyle, Chair Texas City Designee
<b>Position 2</b>	Kyle Dickson College of the Mainland Designee
<b>Position 3</b>	James Torres Texas City Designee
<b>Position 4</b>	Carlos Garza Texas City Designee
<b>Position 5</b>	Rick Wilkenfeld Galveston County Designee
<b>Position 6</b>	Genie Jennings Texas City Designee
<b>Position 7</b>	Hon. Stephen Holmes Galveston County Designee

# DESCRIPTION OF ZONE

In accordance with the Tax Increment Financing Act (Chapter 311, Tax Code), Ordinance 06-45 of the City of Texas City, Texas (the “City”) established Reinvestment Zone Number One, City of Texas City, Texas (the “Zone”) on December 20, 2006. The Zone, also known as “The Lago Mar TIRZ”, consists of approximately 3,350 acres located in Galveston County, Texas (the “County”). The Project Plan (the “Plan”) was adopted by City Commission on January 2, 2008 by Ordinance 08-01. In addition to City participation in the Zone, the County and College of the Mainland (the “College”) agreed to participate in the Zone.

To aid and assist in the implementation of the Plan, the City created the Lago Mar Development Authority (the “Authority”), a Local Government Corporation incorporated on July 18, 2007. To further facilitate development within the Zone, the City, the Authority, the TIRZ and Galveston County Municipal Utility District No. 54 (“MUD 54”) entered into an agreement (the “Quad Party Agreement”), effective December 19, 2007, detailing the respective roles and responsibilities of the parties in implementing the Plan. The private sector developer for Lago Mar is Land Tejas Texas City Limited, a Texas Limited Partnership, whose General Partner is Land Tejas Corporation (the “Master Developer”). The Authority and the Master Developer entered into a Master Developer Reimbursement Agreement effective January 3, 2008.

On July 20, 2011, a new agreement was executed between the City, Zone, Authority, MUD 54, Master Developer, and Galveston Premium Outlets LLC (the “Omnibus Agreement”). The Omnibus Agreement modified and amended the terms of the Quad Party Agreement as it relates to the development of the Tanger Outlets Mall projects.

The Zone is situated near the western boundary of Texas City, is bisected by Interstate 45, and at creation was vacant. A map illustrating the location of the Zone within the City follows as Figure 1. Figure 2 depicts the Zone boundary

**Figure 1: TIRZ 1 Location Map**



**Figure 2: TIRZ 1 Boundary Map**





Project Plan and Reinvestment Zone Financing Plan Amendment #1

On May 16, 2019, the Board recommended approval of Plan Amendment #1. The amendment was approved by the Texas City City Commission on June 19, 2019. The amendment authorized the modification of the residential base participation rate of each entity for the final 10 years of the Zone from 0% to 40%. This amendment accounted for the nearly 10-year delay in the commencement of residential development in the Zone due to the 2008 housing crisis and recession. The amendment also authorized the addition of a public safety facility as an eligible project cost.

## PURPOSE OF ZONE

---

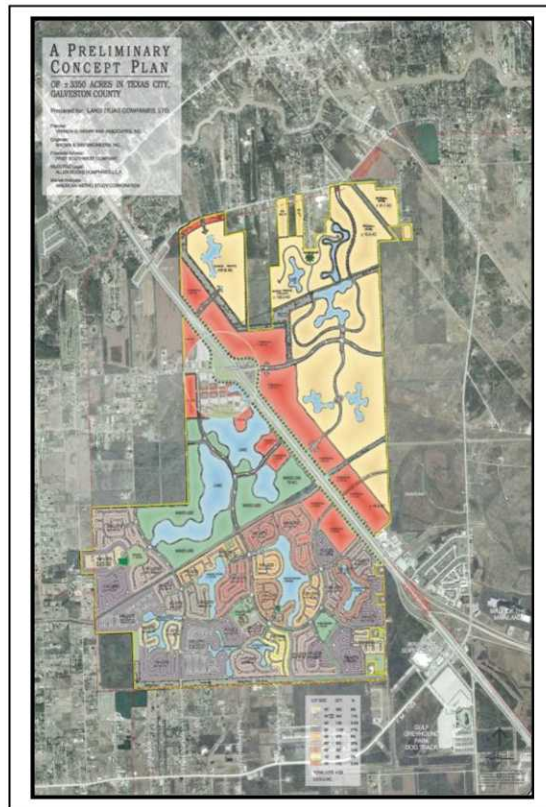
The purpose of the Zone is to facilitate the development of a quality master-planned community, including a large mixed-use component, with amenities and sustainability that will contribute to the growth of the tax base for the City, the County and the College.

The City Commission, in adopting the ordinance creating the Zone, found that the projects described in the Plan provided a focused planning and financing mechanism to promote and monitor this significant development effort to the benefit of all the citizens of the City, individual and corporate, as well as all participating jurisdictions. But for the creation of the Zone and the participating jurisdictions, this area would not likely experience the magnitude of private investment necessary for this property to develop in the proposed manner or to the standards and quality planned in the foreseeable future.

The City Commission further found that improvements in the Zone will enhance the value of all taxable real property within the Zone and will be of general benefit to the City. The methods of financing and the sources of funding available to the Zone, including the participation levels of the entities, are described in the Project Plan and Reinvestment Zone Financing Plan.

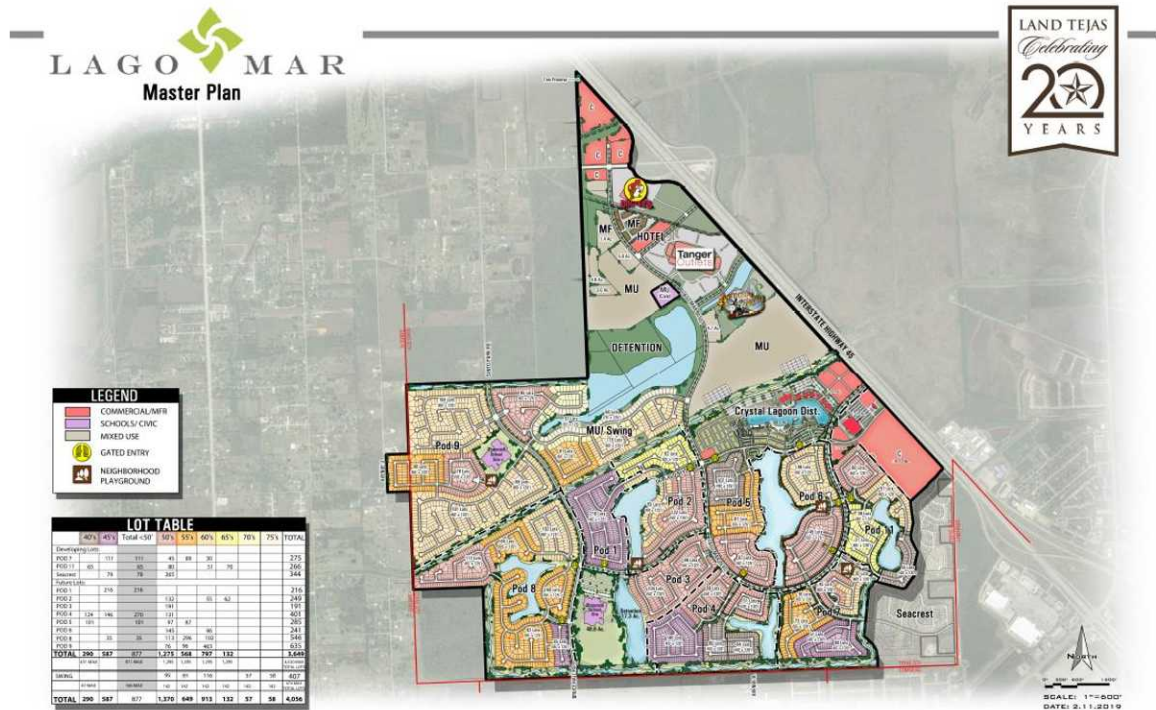
The Preliminary Concept Plan for Lago Mar Master Planned Community is shown below as Figure 3.

**Figure 3: Lago Mar Preliminary Concept Plan**



As part of the master planning effort, the City and the Master Developer agreed that a mixed-use component to the development would greatly enhance the economic diversification and tax base growth the City is seeking to promote. To that end the Master Developer has put forth a mixed-use concept plan for approximately 898 acres, planned to include large amenity lakes with detention function, trails connecting the mixed-use area to the broader community and a diversity of commercial uses. The mixed-use concept plan follows as Figure 4.

**FIGURE 4: Lago Mar Conceptual Master Plan-February 2019**



On October 19, 2012, Tanger Factory Outlet Centers held the ribbon cutting and grand opening of the Tanger Outlets Mall, Texas City. The new mall opened with more than 80 brand name and outlet tenants in approximately 350,000 square feet and has become a major tourist attraction. As of December 31, 2020, there are 1,142 completed homes within the Zone.



# STATE OF THE ZONE AND PLAN IMPLEMENTATION IN 2020

---

## Revenue

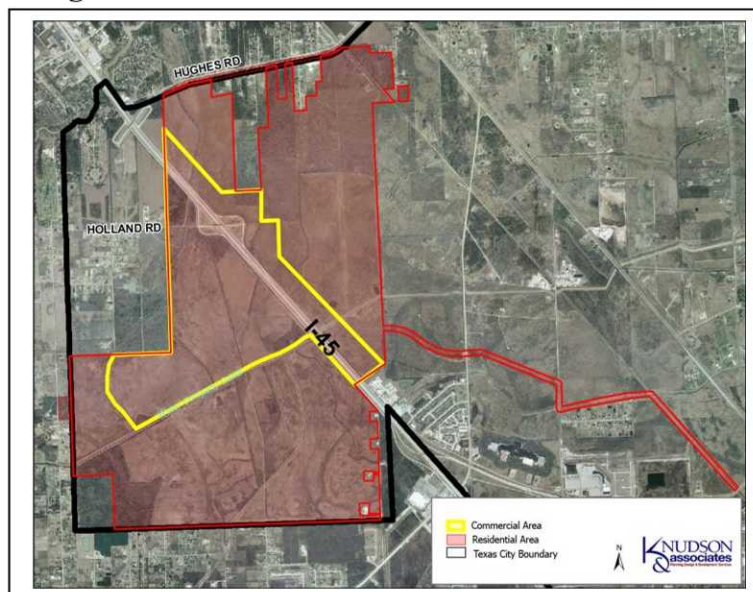
*1. The information provided in the section is in accordance with § 311.016 (a) (1) of the Texas Tax Code, which requires inclusion of the amount and source of revenue in the tax increment fund established for the Zone.*

In addition to the City's tax increment revenue, interlocal agreements with the County and the College provide for each taxing unit's participation in the Zone. The Plan sets forth a two-tiered participation schedule as follows:

*Lago Mar is proposed to be a large master planned community with strong residential and commercial components. The commercial areas of the TIRZ are the very gateway of Texas City and the City seeks to promote the development of these critical areas with a distinctive urban design that establishes a sense of place unique in Galveston County. The City understands that the commercial areas will need time to reach the highest and best uses based on market conditions and to that end the City has proposed and secured a two-tiered participation structure: 100 % participation by the City for 31 years and by the County and the College for 30 years in the commercial area; and 60% for 10 years followed by 40% for 10 years by all entities in the residential areas. (modified by Amendment 1)*

The boundaries of the residential and commercial areas within the TIRZ are shown below as Figure 5.

**Figure 5: Commercial and Residential TIRZ Areas**



Further within the Residential Area the Plan sets forth a performance-based, enhanced level of participation by the City as follows:

*In recognizing the reality of market forces, while wishing to foster the highest quality of single family residential possible, the City has established a base participation level and a second performance-based participation level when certain average value per dwelling unit levels are exceeded in the aggregate. The base participation is shown below and will be enacted when the average value of the single family residential is less than \$180,000. The performance-based participation will be enacted when the average value of the single family residential is greater than \$180,000.*

Schedules outlining the varying levels and lengths of participation for both the Commercial Area and the Residential Area follow as Table A and Table B respectively.

**Table A: Participation Schedule Commercial Area**

Jurisdiction	2020 Tax Rate	2019 Tax Rate	2018 Tax Rate	Years	Participation %
Texas City	\$.5100	\$.5400	\$.5500	2007-2037	100%
Galveston County	\$.516137	\$.531898	\$.5519	2008-2037	100%
College of the Mainland	\$.204254	\$.212755	\$.216791	2008-2037	100%

*Tax Rate Source: Galveston County Central Appraisal District*

**Table B: Participation Schedule Residential Area**

Jurisdiction	2020 Tax Rate	2019 Tax Rate	2018 Tax Rate	Years	Base Participation %	Performance Based %
Texas City	\$.5100	\$.5400	\$.5500	2007-2016	60%	75%
				2017-2026	40%	50%
				2027-2037(1)	40%	0%
Galveston County	\$.516137	\$.531898	\$.5519	2008-2017	60%	
				2018-2027	40%	n/a
				2028-2037(1)	40%	
College of the Mainland	\$.204254	\$.212755	\$.216791	2008-2017	60%	
				2018-2027	40%	n/a
				2028-2037(1)	40%	

(1) Modified from 0% to 40% by Plan Amendment #1 and related interlocal agreements with Galveston County and College of the Mainland in 2019.

The obligations of the participating taxing jurisdictions, as defined in their respective interlocal agreements, include the timely deposit of tax increment revenue into the City's tax increment revenue fund. Table C below illustrates the growth in appraised value from the base year 2006 compared to the previous 3 years including 2020 for each participating jurisdiction.

**Table C: Base Year Market Value by Jurisdiction**

COMMERCIAL		TAX YEAR			
Taxing Entity	2006 Base Value (Taxable)	2018 Value (Taxable)	2019 Value (Taxable)	2020 Value (Taxable)	Captured Appraised Value (Increment)
Texas City	\$82,650	\$131,972,482	\$136,046,160	\$154,074,610	\$153,991,960
Galveston County	\$82,650	\$131,972,482	\$136,046,160	\$154,074,610	\$153,991,960
College of the Mainland	\$82,650	\$131,972,482	\$136,046,160	\$154,074,610	\$153,991,960

RESIDENTIAL		TAX YEAR			
Taxing Entity	2006 Base Value (Taxable)	2018 Value (Taxable)	2019 Value (Taxable)	2020 Value (Taxable)	Captured Appraised Value (Increment)
Texas City	\$321,530	\$88,132,532	\$142,650,113	\$171,493,806	\$171,172,447
Galveston County	\$321,530	\$88,132,532	\$142,650,113	\$171,493,806	\$171,172,447
College of the Mainland	\$321,530	\$88,132,532	\$142,650,113	\$171,493,806	\$171,172,447

Table D illustrates the amount of each jurisdiction's incremental revenue to the tax increment fund for the Residential and Commercial Areas for the previous 5 tax years, including 2020.

**Table D: Tax Increment Revenue by Year**

COMMERCIAL		TAX YEAR			
Taxing Entity	2016	2017	2018	2019	2020
Texas City	\$637,094	\$747,248	\$723,574	\$701,682	\$772,575
Galveston County	\$699,965	\$707,072	\$697,040	\$655,417	\$704,600
County Road & Flood	\$7,372	\$7,448	\$2,719	\$15,256	\$16,318
College of the Mainland	\$267,015	\$280,670	\$279,898	\$265,410	\$366,538
<b>Commercial Total</b>	<b>\$1,611,446</b>	<b>\$1,742,438</b>	<b>\$1,703,231</b>	<b>\$1,637,765</b>	<b>\$1,860,031</b>

RESIDENTIAL		TAX YEAR			
Taxing Entity	2016	2017	2018	2019	2020
Texas City	\$83,058	\$123,704	\$192,942	\$296,534	\$351,145
Galveston County	\$91,255	\$117,001	\$183,886	\$273,451	\$314,983
County Road & Flood	\$961	\$1,232	\$715	\$6,319	\$7,225
College of the Mainland	\$34,811	\$46,459	\$74,664	\$111,891	\$166,345
<b>Residential Total</b>	<b>\$210,085</b>	<b>\$288,396</b>	<b>\$452,207</b>	<b>\$688,195</b>	<b>\$839,698</b>

<b>Total TIRZ Increment Revenue 2020</b>	<b>\$2,699,730</b>
--	--------------------

## Expenditures

**2. The information provided in this section is in accordance with § 311.016 (a) (2) of the Texas Tax Code, which requires inclusion of the amount and purpose of expenditures from the fund.**

In accordance with the Quad Party Agreement and the Omnibus Agreement, the Authority may from time to time contract TIRZ revenue to one or more of the Municipal Utility Districts within the TIRZ boundary to facilitate the financing of TIRZ improvements. Additionally, the Authority may reimburse the Master Developer for improvements and may construct improvements directly from increment revenue or bond issuance.

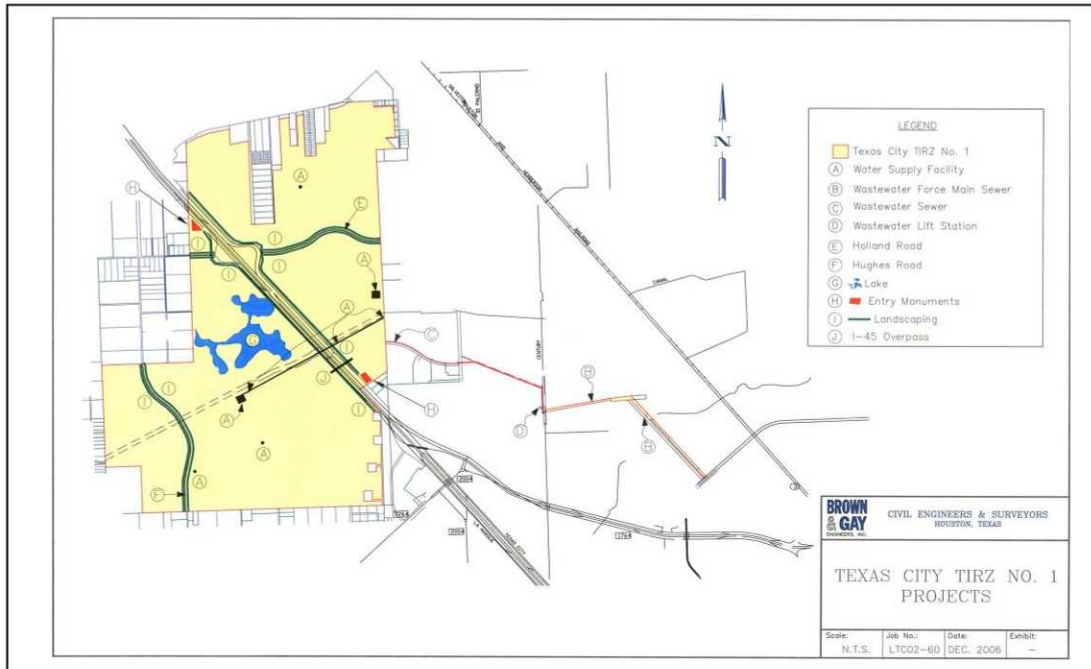
In 2020, the Authority paid \$93,332.52 for legal, accounting/bookkeeping, administrative, and insurance expenses; and \$177,575.44 toward the I-45 Branding and Identity Project. Additionally, \$1,425,653.35 was transferred to MUD 54 in accordance with the requirements of the Omnibus Agreement. In support of the Series 2020 bond issue, \$350,000 was contributed toward project costs and a debt service payment of \$381,982.16.

**Table E: Estimated Project Plan Costs**

Estimate of Project Costs	
Project	Estimated Project Cost
<b>Water</b>	
Water Supply Plant	3,469,594
Remote Water Well and Collection Line(s)	1,682,835
Elevated Water Storage Tank(s), Transmission Line(s), and Related Water Plant Items	7,701,308
Water Well(s), Lines, and Related Water Plant Items	7,638,733
Sub-total	20,492,471
<b>Sanitary Sewer</b>	
Wastewater Plant and Related Force Main(s)	1,571,608
Sanitary Sewer Transmission Line(s)	2,468,238
Other Wastewater Projects and Lift Station(s)	2,355,092
Other Force Main(s)	2,519,492
Sub-total	8,914,429
<b>Roadway and Mobility Improvements</b>	
Holland Road Construction and Landscaping	7,447,717
Hughes Road Construction and Landscaping	6,471,177
I-45 / Overpass	5,000,000
I-45 Landscaping	3,901,309
Sub-total	22,820,203
<b>Detention / Retention / Place Making Amenities</b>	
125 ± Acre Lake	28,973,505
Lake Landscaping	2,259,922
Monumentation	2,323,052
Sub-total	33,556,479
<b>Zone Administration</b>	
Legal, Auditing, Planning, Architectural, Engineering, Administration, etc.	2,850,000
<b>Total Estimated Project Costs</b>	<b>88,633,582</b>
<p><b>Note:</b> It is understood that land costs for major CIP dedications (water plants, water wells, etc.) and professional fees (engineering, planning, architectural, geotechnical, surveying, etc.) are necessary expenses that will be incurred on behalf of the Zone. These fees have been estimated and included in the line-item projections.</p>	

- (1) Project Plan Amendment #1 added a public safety facility with an estimated cost of \$5,000,000.

**Figure 6: Location of Proposed TIRZ Improvements**



**TIRZ Authorized Projects in 2020:**

On February 20, 2020, the issuance of Series 2020 Bonds in the amount of \$7,610,000 was approved by the LMDA Board. Debt service on the bonds will be paid from future tax increments. The bond proceeds were dedicated two infrastructure projects to be constructed by MUD 54 via interlocal agreements with the LMDA. The interlocal agreement for Hughes Road improvements was approved on March 31, 2020, with a maximum LMDA contribution of \$5,500,000. The interlocal agreement for the elevated water storage tank was approved on May 28, 2020, with a maximum LMDA contribution of \$2,200,000.

**Interest Due on Outstanding Bonds**

*3. The information provided in this section is in accordance with § 311.016 (a) (3) of the Texas Tax Code, which requires inclusion of the amount of principal and interest due on outstanding bonded indebtedness.*

The Omnibus Agreement calls for TIRZ Increment Revenue attributable to land and improvements within MUD 54 to be paid by the Authority annually to cover the debt service on bonds issued by the MUD for TIRZ-eligible improvements until the bonds fully paid. Table F below shows the principal and interest due on all such bonds issued by MUD 54.

Table G below shows the principal and interest due on the direct debt issued by the LMDA.



**Table F: GCMUD 54 Debt Service Schedule for TIRZ-Eligible Bonds**

Year	Principal	Interest	Total
2021	\$ 585,000	\$ 589,648.75	\$ 1,174,648.75
2022	605,000	572,986.25	1,177,986.25
2023	630,000	554,548.75	1,184,548.75
2024	655,000	535,178.75	1,190,178.75
2025	680,000	513,773.75	1,193,773.75
2026	710,000	490,208.75	1,200,208.75
2027	740,000	463,943.75	1,203,943.75
2028	770,000	435,063.75	1,205,063.75
2029	805,000	404,753.75	1,209,753.75
2030	840,000	372,553.75	1,212,553.75
2031	880,000	338,953.75	1,218,953.75
2032	915,000	302,972.50	1,217,972.50
2033	960,000	264,467.50	1,224,467.50
2034	1,000,000	224,057.50	1,224,057.50
2035	1,050,000	181,557.50	1,231,557.50
2036	1,100,000	134,970.00	1,234,970.00
2037	1,150,000	86,145.00	1,236,145.00
2038	800,000	34,800.00	834,800.00
<b>Total</b>	<b>\$ 14,875,000</b>	<b>\$ 6,500,583.75</b>	<b>\$ 21,375,583.75</b>

Source: Masterson Advisors

**Table G: LMDA Debt Service Schedule**

Year	Principal	Interest	Total
2021	\$ 340,000	\$ 209,625.00	\$ 549,625.00
2022	350,000	199,425.00	549,425.00
2023	360,000	188,925.00	548,925.00
2024	370,000	178,125.00	548,125.00
2025	385,000	167,025.00	552,025.00
2026	395,000	155,475.00	550,475.00
2027	405,000	143,625.00	548,625.00
2028	420,000	131,475.00	551,475.00
2029	430,000	118,875.00	548,875.00
2030	445,000	105,975.00	550,975.00
2031	455,000	92,625.00	547,625.00
2032	470,000	78,975.00	548,975.00
2033	485,000	64,875.00	549,875.00
2034	500,000	50,325.00	550,325.00
2035	515,000	35,325.00	550,325.00
2036	525,000	23,737.50	548,737.50
2037	530,000	11,925.00	541,925.00
<b>Total</b>	<b>\$ 7,380,000</b>	<b>\$ 1,956,337.50</b>	<b>\$ 9,336,337.50</b>

Source: Masterson Advisors

## **Base Value & Captured Appraised Value**

*4. The information provided in this section is in accordance with § 311.016 (a) (4) of the Texas Tax Code, which requires inclusion of the tax increment base and current captured appraised value retained by the Zone.*

The captured appraised value of the Zone is the total appraised value of all real property located within the Zone, less the tax increment base value. In each year subsequent to the base year, the Zone will receive tax increment revenue based on ad valorem property taxes levied and collected by each participating taxing unit on the captured appraised value of the Zone.

### **Base Year:**

As of January 1, 2006, the base year for the Zone, the total appraised value of the TIRZ was \$404,180, comprised of \$321,530 for the residential area and \$82,650 for the commercial area.

### **2020 Total Taxable Value:**

On January 1, 2020, the Zone had a total assessed value of \$325,568,416, comprised of \$171,493,806 for the residential area and \$154,074,610 for the commercial area. (See Table C)

### **2020 Captured Appraised Value:**

The total captured appraised value (total taxable value - base year value) as of January 1, 2020 was \$325,164,407, comprised of \$171,172,447 for the residential area and \$153,991,960 for the commercial area. (See Table C.)

## **Increment Received by Taxing Entities**

*5. The information provided in this section is in accordance with § 311.016 (a) (5) of the Texas Tax Code, which requires inclusion of the captured appraised value shared by the City and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the Plan.*

For Tax Year 2020 the total increment paid into the increment fund was \$2,699,730. (See Table D.)

**TAX INCREMENT REINVESTMENT ZONE NUMBER ONE  
TEXAS CITY, TEXAS  
2017 ANNUAL REPORT  
Tax Year Ending December 31, 2020**

Prepared by Marsh Darcy Partners, Inc.

**RESOLUTION NO. 21-066**

**A RESOLUTION ACKNOWLEDGING THE RECEIPT OF THE 2020 ANNUAL REPORT FOR THE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (TIRZ 1) BOARD; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the 2020 Annual Report for Tax Increment Reinvestment Zone Number One (“TIRZ 1”) was reviewed and approved by the Board; and

**WHEREAS**, the City Commission must acknowledge receipt of the TIRZ 1 report so that it can be forwarded to the Texas Comptroller and Office of the Attorney General, as required under Tax Code §311.016; and

**WHEREAS**, after acknowledging the receipt of the report, it must also be forwarded to College of the Mainland and Galveston County for their records.

**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 acknowledges the receipt of the 2020 Annual Report for Tax Increment Reinvestment Zone Number One (“TIRZ 1”), as set out on **Exhibit “A”**, attached hereto and incorporated herein for all intents and purposes.

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

**PASSED AND ADOPTED this 1st day of September 2021.**

---

Dedrick 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**

(7) (e)

**Meeting Date:** 09/01/2021

FY2022 Contract for Water Pollution Control and Abatement

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

**Department:** Public Works

---

**Information**

**ACTION REQUEST (Brief Summary)**

Approve a revised contract between the Galveston County Health District and the City of Texas City for water pollution control and abatement services.

**BACKGROUND**

The City of Texas City is a member of the Galveston County Health District and responsible for the quality of the water within it's jurisdiction, and has elected to contract for water quality services with the Galveston County Health District.

The contract and cover letter are attached for your review.

**ANALYSIS**

It is the recommendation of the Utilities Department that the City of Texas City pay the Performing Party an annual fee of \$36,164.00 for the services set forth in the attached agreement and that the Mayor be authorized to execute a contract on behalf of the City Commission.

Thank you.

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**Attachments**

Exhibit A  
Exhibit B  
Resolution

---

July 12, 2021

Mr. Corbin Ballast  
Public Utilities Director  
City of Texas City  
911 Highway 146 North  
Texas City, Texas 77590

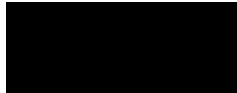
Dear Mr. Ballast:

Enclosed please find the FY2022 Water Pollution Control and Abatement Contract between the City of Texas City and the Galveston County Health District. Should you wish to propose revisions to this Contract, please notify me by phone or via email. Please note that the total amount of the Contract has **increased** for the 2022 fiscal year.

Following your review and approval, please have your municipality's designated official sign the contract and remit an original copy by mail to: Galveston County Health District, Environmental Services, PO Box 939, La Marque, Texas 77568 or via email to [kwilson@gchd.org](mailto:kwilson@gchd.org)

Once we receive the signed original copy, we will fully execute the contract and return a copy for your records. Should you have any additional questions or concerns, please feel free to contact me at 409-938-2310.

Sincerely,



Katie Wilson  
Water Pollution Services Manager  
Galveston County Health District

/KW

Enclosures

**Public Health Services · Coastal Health & Wellness · Emergency Medical Services · Animal Resource Center**

*The Galveston County Health District (GCHD) is the local public health agency for Galveston County, Texas. GCHD provides services and programs that protect the everyday health and well-being of Galveston County.*

P.O. Box 939 La Marque, Texas 77568 • (409) 938-7221

[www.gchd.org](http://www.gchd.org)



Contractual Agreement  
For the  
City of Texas City

THE STATE OF TEXAS	§
	§
COUNTY OF GALVESTON	§
	§
CITY OF TEXAS CITY	§

THIS AGREEMENT is made and entered into by and between the City of Texas City (hereinafter "CITY"), with its principal office at 1801 9<sup>th</sup> Avenue North, Texas City, Galveston County, Texas 77592 and the Galveston County Health District, Office of Environmental Health Programs (hereinafter "PERFORMING PARTY"), with its principal office at 9850-D Emmett F. Lowry Expressway, Texas City, Texas 77591.

WITNESSETH

WHEREAS, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

WHEREAS, the PERFORMING PARTY and the CITY have agreed to contract water pollution control and abatement services; and

WHEREAS, the PERFORMING PARTY organized the Water Pollution Control and Abatement Program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

WHEREAS, the CITY is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the PERFORMING PARTY.

NOW, THEREFORE, for and in consideration of the mutual covenants expressed herein, the parties agree as follows:

## ARTICLE I

### STATEMENT OF SERVICES

The PERFORMING PARTY agrees to perform the following services for the CITY as indicated by a check mark for each activity:

**Investigations** - Complaint Response

- (1) The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY whether received from a citizen or referred by employees of the CITY, as expeditiously as possible.
- (2) The PERFORMING PARTY will document each and every complaint received. Documentation will include information relative to the nature of the complaint, investigative findings, corrective actions taken, and enforcement actions, if necessary.
- (3) The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 552. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the PERFORMING PARTY will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.
- (4) The PERFORMING PARTY will immediately coordinate with the CITY as necessary, in regards to action to when responding to any complaints deemed reasonably substantial in terms of concentration, duration, or potential health impacts.
- (5) In cases posing or potentially posing imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize its authority to seek enforcement action(s) through the court systems in Galveston County.
- (6) The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary; however, the PERFORMING PARTY will function independently under the scope of this AGREEMENT and will not serve as state or federal agents.



**☒ Source Inspections - Publicly Owned Treatment Works (POTW)**

- (7) The PERFORMING PARTY will conduct a scheduled comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. The inspection will be consistent with the most current version of the POTW inspection protocol currently used by the Region 12 Texas Commission on Environmental Quality (TCEQ) Water Quality Section. The comprehensive inspection will include the collection of an influent and effluent sample. The collected samples will be split with the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory.
- (8) The PERFORMING PARTY will conduct a scheduled non-comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. This non-comprehensive inspection will include the collection of an influent and effluent sample. The collected samples can be split amongst the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory for testing.
- (9) The PERFORMING PARTY will immediately coordinate with the CITY, when responsive action through the inspection process yields test results substantial in terms of concentration, duration, and/or potential health impacts.

**☒ Source Inspections - Grease Traps and Grit Traps**

- (10) The PERFORMING PARTY will conduct one (1) unannounced inspection at identified grease traps associated with Galveston County Health District permitted food establishments and one (1) unannounced inspection at identified grit traps associated with car washes within the jurisdictional boundaries of the CITY.
- (11) The PERFORMING PARTY will immediately coordinate with the RESPONSIBLE PERSON, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.

- (12) In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

**Sample Local Waterways (Surface Water Sampling)**

- (13) The PERFORMING PARTY will assure routine monitoring stations are sampled. Routine sampling typically includes field measurements, routine water chemistry and bacteriological analysis. The objectives of monitoring these parameters are to determine impacts of point and nonpoint sources, and detect and describe spatial and temporal changes. The monitoring of field measurements also provides complementary information necessary for evaluating chemical and biological data.
- (14) The PERFORMING PARTY will provide, upon request, a map to the CITY specifying the locations of all of the surface water sampling sites located within the jurisdictional boundaries of the CITY.
- (15) The PERFORMING PARTY will submit all surface water samples to laboratories performing analysis that are routinely audited by their primary National Environmental Laboratory Accreditation Program (NELAP) accrediting body to evaluate the laboratory's compliance with the current The NELAC Institute (TNI) Standard.
- (16) The PERFORMING PARTY will conduct investigations based upon results of surface water sampling results. The PERFORMING PARTY will review all sampling results to identify waterways that may be adversely impacted. The purpose of such investigations is to detect and eliminate sources of water pollution.

ARTICLE II

REPORTING

The PERFORMING PARTY agrees to provide reports to the CITY pertaining to investigations, inspections, surface water testing

at known or potential sources of water pollution located within the jurisdictional boundaries of the CITY.

A. Monthly Reports

A summary report of progress specifying the number and type of activities conducted for the month and a list of activities approved for the month to include sources investigated by name and type of investigation. The PERFORMING PARTY will submit the monthly report to the CITY by the seventh (7<sup>th</sup>) calendar day following the end of the month.

B. Annual Reports

The PERFORMING PARTY shall submit an annual summary of its activities within the CITY's jurisdiction completed during the fiscal year. A final draft of said summary will be due no later than the last day of January. A draft will be submitted to representative of the CITY for review prior to finalization. The annual report will provide a summary of all activities listed in this contract. Upon request, the PERFORMING PARTY will provide to the CITY a list of all facilities with state permitted discharges within the CITY's jurisdictional boundaries.

ARTICLE III

MEETINGS AND COMMUNICATION

Either party may request an "ad-hoc" meeting throughout the contract term, as necessary. The meeting can be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the PERFORMING PARTY. Communication can be conducted via email, phone, virtual meeting, etcetera.

ARTICLE IV

EMPLOYEE TRAINING

The PERFORMING PARTY agrees to assure the proper training of its staff and shall remain responsible for ensuring that staff is sufficiently qualified to perform any and all designated tasks that could foreseeably arise under the scope of this AGREEMENT.

## ARTICLE V

### COMPENSATION

For and in consideration of the services (Article I) to be rendered by the PERFORMING PARTY, the CITY shall pay, and the PERFORMING PARTY shall receive, compensation as hereinafter negotiated based on the amount of services chosen in Article I, Statement of Services (see Attachment A, Contract Pricing). All remittance by the CITY for such compensation shall either be mailed or delivered to the PERFORMING PARTY's principal office.

Compensation for all services rendered by the PERFORMING PARTY under the scope of this AGREEMENT shall be made to the PERFORMING PARTY by the CITY in accordance with the following terms:

Partial payments for services rendered by the PERFORMING PARTY shall be submitted quarterly to the PERFORMING PARTY and within thirty (30) days of the CITY's receipt of their quarterly statement. Final payment for services shall be due upon completion of these services.

## ARTICLE VI

### TERMINATION

In connection with all the services outlined under the scope of this AGREEMENT, the CITY or the PERFORMING PARTY by providing written notice to the other party at least thirty (30) days prior to the date of the desired termination. Upon receipt of the contractual termination to the other party, all work being performed under this AGREEMENT shall immediately cease, unless such work can be completed within the thirty (30) days prior to the official date of termination.

Further, the PERFORMING PARTY shall be compensated in accordance with this AGREEMENT for all work provided to the date of the AGREEMENT's official termination.

All completed or partially completed reports prepared under this AGREEMENT shall be delivered to the CITY, which the CITY may subsequently use without constraint.

All rights, duties, liabilities and obligations accrued prior to such termination shall survive termination.

## ARTICLE VII

### ASSIGNMENT AND SUBCONTRACTS

This AGREEMENT shall not be assigned or subcontracted in whole or in part without the written consent of the CITY.

## ARTICLE VIII

### NOTICES

All notices and communications under this AGREEMENT to be delivered to the CITY shall be sent via traditional postage, unless otherwise notified:

*Attention: Corbin Ballast*  
Utilities Director  
City of Texas City  
PO Box 2608  
Texas City, Texas 77592-2608

All notices and communications under this AGREEMENT to be delivered to the PERFORMING PARTY shall be sent traditional postage, unless otherwise notified:

*Attention: Katie Wilson*  
Water Pollution Services Manager  
Galveston County Health District  
Office of Environmental Health Programs  
PO Box 939  
La Marque, Texas 77568

## ARTICLE IX

### INSURANCE

During the entirety of this AGREEMENT, the PERFORMING PARTY shall maintain, and shall require its subcontractors to maintain:

- (1) Adequate general liability insurance for bodily injury and property damage in amounts satisfactory to the CITY; and,
- (2) Worker's compensation coverage for all of the PERFORMING PARTY'S employees.

The PERFORMING PARTY agrees to indemnify and hold the CITY harmless from and against any and all courses of legal action resulting from or arising out of the PERFORMING PARTY'S failure to maintain adequate general liability insurance or worker's compensation coverage as required by this AGREEMENT or as required by governing law.

## ARTICLE X

### EMPLOYMENT PRACTICES

The PERFORMING PARTY agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, disability or national origin. The PERFORMING PARTY agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CITY encourages the PERFORMING PARTY to provide equal opportunity to historically disadvantaged business enterprises if and when the PERFORMING PARTY is to subcontract services under the scope of this AGREEMENT.

## ARTICLE XI

### REPRESENTATION

The PERFORMING PARTY represents that no CITY officer, employee or agent has been compensated in any way with respect to this AGREEMENT and its consideration by the CITY. In no event will the PERFORMING PARTY pay a fee or provide any other form of compensation to any CITY officers, employees or agents in connection with the approval or performance of this AGREEMENT or terms herein. A breach of this ARTICLE shall result in automatic termination of the AGREEMENT and in accordance with this AGREEMENT. The CITY may use all reports prepared under this AGREEMENT as provided in ARTICLE VI, TERMINATION. Additionally, the PERFORMING

PARTY shall be liable for all damages to the CITY occasioned by a termination under this Article.

## ARTICLE XII

### PRIOR AGREEMENTS SUPERSEDED

This AGREEMENT constitutes the sole terms and conditions permissible of the parties hereto in regards to pertinent matter and supersedes any prior understanding, oral or written agreements between the parties regarding the subject matter of this AGREEMENT.

## ARTICLE XIII

### GOVERNING LAW

The validity of this AGREEMENT and any terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

## ARTICLE XIV

### LAWS AND ORDINANCES

The PERFORMING PARTY shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and orders of any public authority, which in any manner affect this AGREEMENT.

## ARTICLE XV

### VENUE

In the event that any legal proceeding is brought to enforce this AGREEMENT, or any provision hereof, Galveston County is the venue for said action.

ARTICLE XVI

AMENDMENT

This AGREEMENT shall not be amended without the written consent of the other party. The Mayor or designee has the authority to make amendments to this AGREEMENT without subsequent City Council approval.

ARTICLE XVII

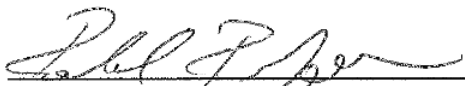
TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2021 and shall continue in full force until September 30, 2022, but upon the CITY's determination, may be extended by written agreement. All payments and liabilities accrued prior to termination shall survive the termination.

IN WITNESS WHEREOF, the parties acting under the authority of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

**GALVESTON COUNTY HEALTH  
DISTRICT**

**CITY OF TEXAS CITY**

  
\_\_\_\_\_  
Richard Mosquera  
Chief Compliance Officer

\_\_\_\_\_  
Dedrick Johnson, Sr.  
Mayor

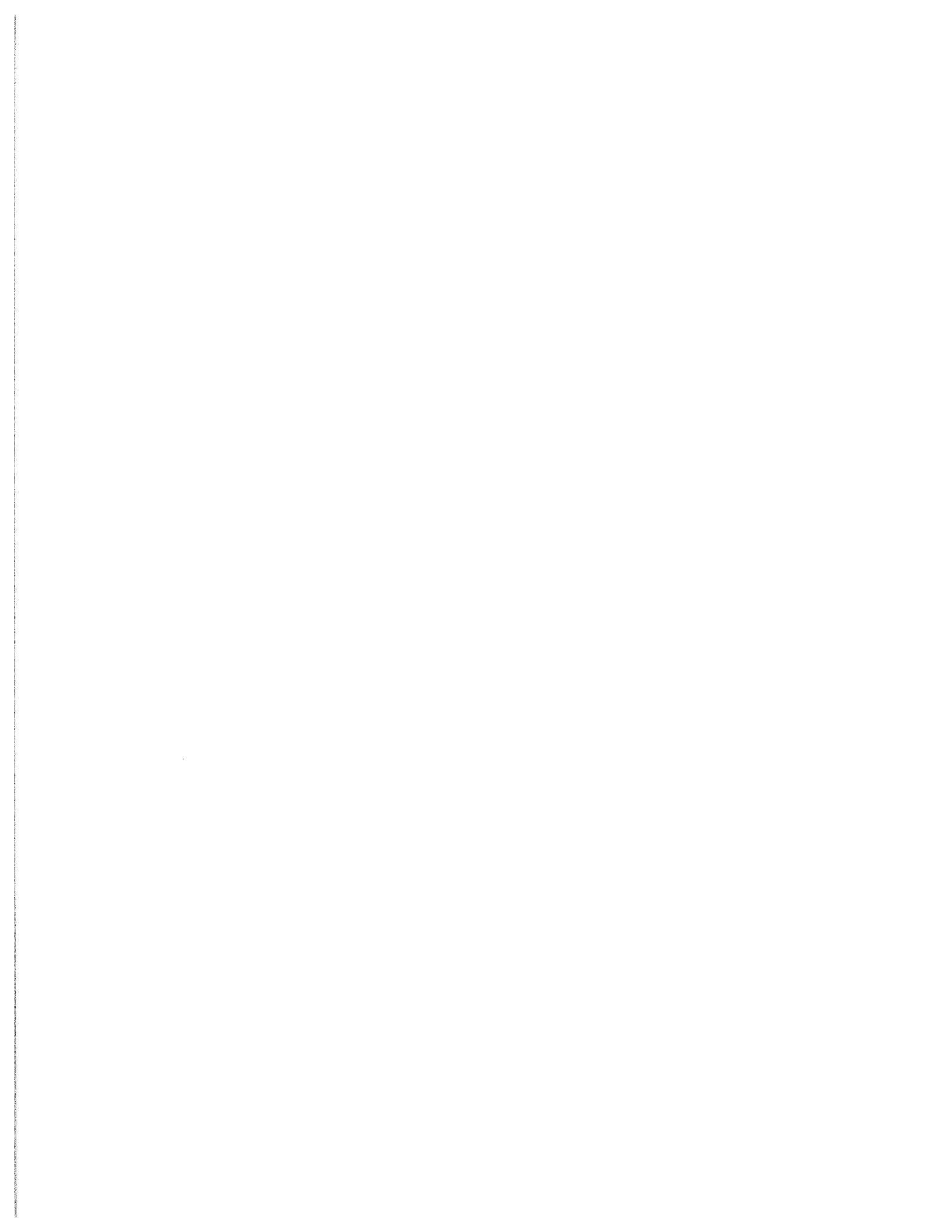
07/12/2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Attachment A: Contract Pricing**

City of Texas City October 1, 2021 - September 30, 2022			
Activity	Number of Units	Cost per Unit	Total Cost
Complaint Investigations Flat Rate-Per Capita 2010 Census	44,881	\$0.32	\$14,362
Wastewater Treatment Plant Inspection (Spot)	0	\$0	\$0
Wastewater Treatment Plant Inspection (CCI)	1	\$424	\$424
Source Inspections - Grease Traps	126	\$96	\$12,096
Source Inspections - Grit Traps	10	\$96	\$960
Surface Water Sampling (collect and lab testing)	6	\$1,387	\$8,322
<b>Total</b>			<b>\$36,164</b>



**RESOLUTION NO. 21-067**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A REVISED CONTRACT WITH THE GALVESTON COUNTY HEALTH DISTRICT FOR WATER POLLUTION CONTROL AND ABATEMENT SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

**WHEREAS**, the Galveston County Health District and the City of Texas City have agreed to contract water pollution control and abatement services in the amount of \$36,164.00; and

**WHEREAS**, the Galveston County Health District organized the Water Pollution and Abatement Control program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

**WHEREAS**, the City of Texas City is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the Galveston County Health District.

**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 the revised contract for Water Pollution Control and Abatement Services with the Galveston County Health District.

**SECTION 2:** That the Mayor is authorized to execute a revised agreement in substantially the same form as attached as **Exhibit "A"**, attached hereto and made a part hereof 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 1st day of September 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 14-21**

**Meeting Date:** 09/01/2021

Approve 2021-2022 Fiscal Year Budget

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

---

**Information**

**ACTION REQUEST (Brief Summary)**

Approve adoption of the 2021 - 2022 Fiscal Year Budget.

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**Attachments**

Ordinance

---

**ORDINANCE NO. 21-21**

**AN ORDINANCE ADOPTING THE 2021 - 2022 FISCAL YEAR BUDGET; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY CLAUSE; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.**

---

**WHEREAS**, Chapter 102 of the Texas Local Government Code provides that a municipality must prepare and adopt a municipal budget to cover the proposed expenditures of the municipal government for the succeeding year; and

**WHEREAS**, Chapter 102 also requires a public hearing on the proposed budget and provides that the governing body of the municipality take action on the proposed budget at the conclusion of the public hearing; and

**WHEREAS**, a public hearing was held on September 1, 2021, in accordance with Chapter 102 and, after public hearing, vote on adoption of the budget was scheduled for September 1, 2021.

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

**SECTION 1:** That the City Commission, by record vote, hereby adopts the 2021 - 2022 Fiscal Year Budget, a copy of which is on file in the permanent records of the City.

**SECTION 2:** That the City Commission hereby directs that the final budget as adopted, and any subsequent amendments, be filed with the City Secretary and the County Clerk of the County of Galveston, as provided by State law and the City Charter.

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

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

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

**SECTION 6:** That the Public Hearing for the 2021 - 2022 Fiscal Year Budget was held on Wednesday, September 1, 2021, at 5:00 p.m. and a vote on the adoption of the 2021 - 2022 Fiscal Year Budget was scheduled at that time for Wednesday, September 1, 2021.

**SECTION 7:** That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption and publication bycaption only in the official newspaper of the City.

**PASSED and ADOPTED this 1st day of September 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