

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, APRIL 3, 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) Proclaim April 2024 as Fair Housing Month for the City of Texas City.
 - (b) Proclaiming April Ninth as "409 Day" in Texas City
- (5) REPORTS
 - (a) Recreation Programs (Recreation and Tourism)
 - (b) Community Development Annual Report (Community Development)
- (6) PUBLIC HEARING
 - (a) Heron's Landing Development, LLC requests approval of amendments to the Heron's Landing Planned Unit Development (PUD) District, Masterplan and Development Agreement.
- (7) PRELIMINARY ZONING APPROVAL

- (a) Consider and take action on the PUD Application, Masterplan, and Development Agreement for Heron's Landing Subdivision. Located north of Swallows Meadow Subdivision and west of Pelican Harbour Subdivision.

(8) PUBLIC COMMENTS

(9) CONSENT AGENDA

- (a) Approve City Commission Minutes for March 20, 2024 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 2024-053, approving the consent to annexation of Heron's Landing Subdivision Section 3 into GCMUD 79. (Transportation and Planning)
- (c) Consider and take action on Resolution No. 2024-054, approving the consent to annexation of Heron's Landing Section 4 into GC MUD 79. (Transportation and Planning)
- (d) Consider and take action on Resolution No. 2024-055, awarding a contract for Bid No. 2024-453 Sanitary Sewer Rehabilitation Project - Phase 23. (Public Works)
- (e) Consider and take action on Resolution No. 2024-056, approving the Amended and Restated Development Agreement between the City of Texas City and Heron's Landing Development, LLC. (Transportation and Planning)
- (f) Consider and take action on Resolution No. 2024-057, awarding a contract for Bid No. 2024-452 Water Line Replacement Project - Phase 21. (Public Works)
- (g) Consider and take action on Resolution No. 2024-058, awarding Request for Proposal No. 2024-451 to Galveston LNG Bunker Port LLC and authorizing the Mayor to enter into a long-term lease for certain real property commonly known as Shoal Point. (Legal)
- (h) Consider and take action on Resolution No. 2024-059, awarding a contract for Bid No. 2024-004 Delivered Hot and Warm Mix Asphalt Annual Contract. (Public Works)
- (i) Consider and take action on Resolution No. 2024-047, adopting various policies and procedures related to Civil Rights and Community Development Block Grant-Mitigation (CDBG-MIT). (Community Development)
- (j) Consider and take action on Resolution No. 2024-048, adopting a waiver valuation policy for General Land Office (GLO) Grants that require involuntary property acquisitions. (Community Development)

(10) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 2024-12, abandoning the entire 15' wide alley adjacent to Lot 11 and Lots 12 thru 16 of Block 135 of Texas City Second Division in Galveston County. Located off of 6th Avenue North between 4th Street North and 5th Street North. (Transportation and Planning)

(11) COMMISSIONERS' COMMENTS

(12) MAYOR'S COMMENTS

(13) 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 MARCH 29, 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: 04/03/2024

Proclaim April 2024 Fair Housing Month

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Community Development/ Grant Admin

Information

ACTION REQUEST

Proclaim April 2024 as Fair Housing Month for the City of Texas City.

BACKGROUND (Brief Summary)

April is designated as Fair Housing Month by the U.S. Department of Housing and Urban Development (HUD) to highlight the Fair Housing Act, which is the landmark civil rights law signed by President Lyndon B. Johnson on April 11, 1968, that made discrimination in housing transactions unlawful. The Fair Housing Act prohibits discrimination in housing because of race, color, national origin, religion, sex (including gender identity and sexual orientation), disability, and familial status. During April 2024, the City of Texas City, Community Development Department, will acknowledge Fair Housing Month by holding events and conducting education and outreach to the citizens of Texas City from landlords to tenants, young and old.

RECOMMENDATION

It is recommended by the Director of Community Development & Grants Administration that the Commission proclaim April 2024 as Fair Housing Month in the City of Texas City.

Fiscal Impact

Attachments

Proclamation Verbiage

WHEREAS, The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the City of Texas City is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all. Our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, the City of Texas City completed an Analysis of Impediments to Fair Housing in February 2024 and concluded that more than fifty-five years after the passage of the Fair Housing Act, discrimination persists here in Texas City, and

W HEREAS, Acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

NOW, THEREFORE BE IT RESOLVED that the City of Texas City, Texas does hereby declare the month of April 2024 as Fair Housing Month and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing Law.

In testimony whereof, witness my hand and the Seal of the City of Texas City, this the 3rd day of April, 2024.

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 04/03/2024

Proclaiming April Ninth as "409 Day" in Texas City

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Proclaiming April Ninth as "409 Day" in Texas City

BACKGROUND (Brief Summary)

The date April 9 is 4/09. What better day to celebrate Texas City and all the great things about our community in the 409 area code? Throughout the day businesses, schools, City departments, and facilities will showcase their 409 pride.

RECOMMENDATION

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 04/03/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Recreation Programs (Recreation and Tourism)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report

Parks, Rec. & Tourism
DEPARTMENT



CITY OF TEXAS CITY

2024 RECREATION PROGRAMS

CITY COMMISSION MEETING
APRIL 3, 2024



SPRING SPECIAL EVENTS (MARCH – MAY)

St. Patrick's Day, Little League & Youth Softball Parade

- Saturday before St. Patrick's Day

Spring Break Camp

- Week of TCISD Spring Break

Art Festival

- Juried Youth & Adult Show held in March

Easter Egg Hunt

- Wednesday before Easter

Cinco De Mayo Parade and Festival

- Saturday before May 5th





SUMMER SPECIAL EVENTS (JUNE – AUGUST)

Kid Fish at Carver Park

- June 8th

Juneteenth Celebrations

- Gospel Festival, June 7th
- A Night of Painting, June 8th
- Poetry Slam, June 14th
- Parade & Celebration in the Park, June 15th
- Golf Tournament, June 18th

Friday Family Movie Night at Nessler Park

- June 28th
- July 26th

Friday Family Movie Night at Carver Park

- July 12th

Independence Day Celebration

- Thursday, July 4th
- Parade at 10am
- Band Performs at 7pm
- Fireworks at dusk



SUMMER CAMP

Locations:

- Nessler Civic Center (Ages 6 – 8)
- Carver Center (Ages 6 – 12)
- Lowry Fitness Center (Ages 9 – 12)

Parent's Open House

- Information on summer programs and meet summer staff

SANDERS/VINCENT CENTER

- Summer Food Program
- Activity Room
- Open Gym
- Structured Recreation programming for young adults (Ages 13 – 18)

SUMMER RECREATION PROGRAMS

- Tennis Camp
- Summer Track
- Jr. Golf Camp
- MAKOS Swim Team
- Summer Swim Lessons

NESSLER FAMILY AQUATIC CENTER

Operating Hours
10am – 6pm

Weekends Only:
May 4th – 26th

Weekdays: (Tues. – Sun.)
May 28th – Aug 4th

Weekends Only:
Aug. 10th – Sept. 1st

Holiday Operating Schedule:
(Open 10am – 6pm)

May 27th – Memorial Day

June 19th – Juneteenth

July 4th – Independence Day

Sept. 2nd – Labor Day

(Last Day of Season)

Private Pool Party Reservations
6:30pm – 8:30pm
(Thur. – Sun)

AUTUMN/WINTER SPECIAL EVENTS

BREAST CANCER WALK

Saturday,
October 5th



HALLOWEEN FESTIVAL

Saturday,
October 26th



MAYOR'S TREE LIGHTING

Saturday,
November 30th



CHRISTMAS PARADE

Thursday,
December 5th



SNOW SPECTACULAR

Saturday,
December 14th



CITY COMMISSION REGULAR MTG

(5) (b)

Meeting Date: 04/03/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Community Development Annual Report (Community Development)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report



Presented by:
Titilayo Smith
Director, Community Development & Grants Administration

Community Development

PY' 22 Annual Report

Community Development 2022-2023 Annual Report

**The Community Development
Department is currently operating
under the 2020-2024 Consolidated Plan
and the PY' 2022 Annual Plan.**

Community Development 2022-2023 Annual Report

2020-2025

Consolidated Plan Goals:



- Expand Public Facilities
- Modernize/Repair Public Housing Buildings
- Provide Supportive Services & Employment for Youth
- Prevent Slum & Blight
- Improve Facades
- Housing Reconstruction
- Improve Condition of Housing Stock

Community Development 2022-2023 Annual Report

PY' 22 Annual Action Plan Goals:



- **Provide Housing Assistance.**
- **Provide Supportive Services & Employment for Youth**
- **Housing Reconstruction**
- **Improve Condition of Housing Stock**
- **Improve Presentation of Low- to Mod-Areas**

Community Development 2022-2023 Annual Report

Provide Housing Assistance

❖ First Time Homebuyer Program



- Goal for PY'22 was to assist five households with housing assistance.
- One (1) household was able to receive \$7,500 in assistance for down payment and closing costs!

Community Development 2022-2023 Annual Report

Provide Supportive Services & Employment for Youth

- ❖ Summer Hire Internship Program (S.H.I.P.)
 - ❖ Career Counseling

- PY' 22 goal was to engage 10 LMI Interns.
- **Two (2) LMI Interns participated!**



Community Development 2022-2023 Annual Report

Housing Reconstruction

❖ Housing Rehabilitation/ Reconstruction Program



- The PY' 22 goal was to rebuild one home owned and occupied by an LMI household.
- Five (5) houses are in the pre-construction phase!

Community Development 2022-2023 Annual Report

Improve Condition of Housing Stock

❖ Housing Rehabilitation/ Reconstruction Program

- PY' 22 goal was to rehabilitate 15 owner-occupied single-family homes.
- **Fifteen (15) homes were rehabilitated!**



Community Development 2022-2023 Annual Report

Improve Presentation of Low- to Mod-Areas

❖ Keep Texas City Beautiful

- PY' 22 goal was to affect 775 residents in LMI areas.
- **Great American Cleanup!**
- **Fall Sweep!**



Community Development 2022-2023 Annual Report

Homeless and other Special Needs Activities

- ❖ Mayor's Taskforce on Homelessness

- 2024 Navigation Day!



Community Development 2022-2023 Annual Report

Coming Up!

- **Analysis of Impediments to Fair Housing**
- **Revitalization**
 - **1867 Settlement Historic District**
 - **Greater Chelsea Manor Area**





Titilayo Smith
Director



Patricia Mata
Program Coordinator

Community Development Team

**Community
Development 2022-2023
Annual Report**

Questions?

**[communitydevelopment@
texascitytx.gov](mailto:communitydevelopment@texascitytx.gov)**

www.texascitytx.gov



CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 04/03/2024

Heron's Landing Subdivision - Public Hearing - Heron's Landing Development, LLC requests approval of amendments to the Heron's Landing Planned Unit Development (PUD) District, Masterplan and Development Agreement

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Public Hearing to receive comments from the public in support or opposition to the request from Heron's Landing Development, LLC for approval of amendments to the Heron's Landing Planned Unit Development (PUD) District, Master Plan Updates and amendments to the Development Agreement.

BACKGROUND (Brief Summary)

Heron's Landing Subdivision is a master planned community which received preliminary zoning approval from the City Commission on August 19, 2015, upon recommendation from the Planning Board at its meeting on July 6, 2015. The Zoning Commission held a public hearing on July 21, 2015, on the original application for PUD rezoning and voted 2-1 to recommend approval to the City Commission. The original application as approved by the City Commission proposed to develop 304 lots on 87 acres. The original application proposed a lot mix of 39% 50ft lots, 52% 60ft lots, and 9% 70ft lots.

Sections 1 and 2 have been developed in accordance with the original PUD application as approved. These sections produced 72 lots. Sections 1 and 2 are not impacted by the Amended PUD.

Proposed revisions to the PUD and Master Plan: The PUD amendment is updating the original PUD application as follows: (1) recognizing Heron's Landing Development, LLC as the developer instead of Galveston Bay Investors as presented in the original PUD; (2) revising the boundary of the PUD to include only the property in which the developer has a proprietary interest as required by Texas City Ordinances; (3) updating the Master Plan with the overall land plan attached as Exhibit C; (4) clarifying the required amenities as provided in Exhibit D with; and updating the Development Schedule as provided in Exhibit E.

The revised PUD proposes to develop 204 lots on 65.4 acres. The revised Master Plan presents a lot mix which is slightly different but remains consistent with the character of the original PUD and the sections which have already been developed. The revised lot mix is 45% 50ft lots; 44% 60ft lots; 12% 70ft lots. See comparison on Exhibit F.

The revised Master Plan is adding a detention pond with green space and a playground with play feature. The original PUD provided for only 1.2710 acres open space located in the area which is being designated Section 4 of the revised Master Plan. The open space is being reduced to approximate 0.5-acre open space in Section 4, but an additional approximate 10.2 acres of park space is being added to include the detention pond and a few small future reserves. The density of the amended PUD is calculated as 3.1 lots/acre which is less than the density of 3.5 lots/acre in the original PUD.

Proposed revisions to the Development Agreement: The Development Agreement is being amended as follows: (1) recognizing Heron's Landing Development LLC as the developer instead of

Galveston Bay Investors; (2) changing annexation from GCMUD 31 to GCMUD 79 and providing that consent will be given by section as final plats are approved; (3) changing the requirement to verify the achievement of an average home value of \$200,000 from the 200th building permit to the 135th permit; (4) changing the requirement to provide funding for a traffic signal on 25th Avenue N from the 250th building permit to the 168th building permit; (5) clarifying the Development Covenants to specify residences to consist of masonry on three sides of the first floor of each residence; and (6) updating the names and addresses for receipt of notices.

RECOMMENDATION

The Planning Board voted at its regular meeting on February 19, 2024 (4-0) to recommend approval of the Amendment to the PUD, Master Plan update and amendment to the Development Agreement to the Zoning Commission.

The Zoning Commission held a public hearing and voted at its regular meeting on March 5, 2024 (4-0) to recommend approval of the Amendment to the PUD, Master Plan update and amendment to the Development Agreement to the City Commission.

Staff comments have been addressed and there are no objections presented to the approval of the amendments to the PUD and Development agreement and update of the Master Plan.

The amendments to the PUD application and to the Development Agreement are updating both to current conditions and reconciling to the current ordinances. The amendments are maintaining the character of the PUD as originally approved and remaining consistent with the expectations presented to the current residential owners residing in Sections 1 and 2. The amendments are also updating and clarifying the amenities to be provided and schedule for same. An updated Development Schedule is also provided and incorporated into the PUD as amended.

Fiscal Impact

Attachments

Staff Report for Herons Landing PUD Amendment

Heron's Landing Amended PUD Application

Heron's Landing Assignment of Dev Agmt - Signed

Heron's Landing Original Land Plan

02-19-2024 PB Minutes

Amended and Restated Development Agreement - signed

3-5-24 ZC Minutes

CITY OF TEXAS CITY, TEXAS

ENGINEERING & PLANNING • OFFICE (409) 643-5936



Mayor:
Dedrick Johnson

Commissioners:
Thelma Bowie
Abel Garza Jr.
DeAndre' Knoxson
Felix Herrera
Dorthea Jones Pointer
Jami Clark

TO: Planning Board – February 19, 2024
FROM: Kim Golden, P.E., City Engineer
CC: Doug Kneupper, P.E.
DATE: February 15, 2024
RE: Heron's Landing Subdivision – Amendments to PUD Application, Master Plan and Development Agreement

Background: Heron's Landing Subdivision is a master planned community which received preliminary zoning approval on August 19, 2015, upon recommendation from the Planning Board at its meeting on July 6, 2015. The Zoning Commission held a public hearing on July 21, 2015, on the original application for PUD rezoning and voted 2-1 to recommend approval to the City Commission. The original application as approved by the City Commission proposed to develop 304 lots on 87 acres. The original application proposed a lot mix of 39% 50ft lots, 52% 60ft lots, and 9% 70ft lots.

Sections 1 and 2 have been developed in accordance with the original PUD application as approved. These sections produced 72 lots. Sections 1 and 2 are not impacted by the Amended PUD.

Proposed revisions to the PUD and Master Plan: The amendment is updating the original PUD application as follows: (1) recognizing Heron's Landing Development, LLC as the developer instead of Galveston Bay Investors as presented in the original PUD; (2) revising the boundary of the PUD to include only the property in which the developer has a proprietary interest as required by Texas City Ordinances; (3) updating the Master Plan with the overall land plan attached as Exhibit C; and (4) clarifying the required amenities as provided in Exhibit D with updated Development Schedule in Exhibit E.

The revised application proposes to develop 204 lots on 65.4 acres. The revised Master Plan presents a lot mix which is slightly different but remains consistent with the character of the original PUD and the sections which have already been developed. The revised lot mix is 45% 50ft lots; 44% 60ft lots; 12% 70ft lots. See comparison on Exhibit F.

The revised Master Plan is adding a detention pond with green space and a playground with play feature. The original PUD provided for only 1.2710 acres open space located in the area which is being designated Section 4 of the revised Master Plan. The open space is being reduced to approximate 0.5-acre open space in Section 4, but an

"QPS – Quality Public Service"

additional approximate 10.2 acres of park space is being added to include the detention pond and a few small future reserves. The density of the amended PUD is calculated as 3.1 lots/acre which is less than the density of 3.5 lots/acre in the original PUD.

Proposed revisions to the Development Agreement: The Development Agreement is being amended as follows: (1) recognizing Heron's Landing Development LLC as the developer instead of Galveston Bay Investors; (2) changing annexation from GCMUD 31 to GCMUD 79 and providing that consent will be given as sections are platted; (3) changing the requirement to verify the achievement of an average home value of \$200,000 from the 200th building permit to the 135th permit; (4) changing the requirement to provide funding for a traffic signal on 25th Avenue N from the 250th building permit to the 168th building permit; (5) clarifying the Development Covenants to specify residences to consist of masonry on three sides of the first floor of each residence; and (6) updating the names and addresses for receipt of notices.

Staff analysis and recommendation: The amendments to the PUD application and to the Development Agreement are updating both to current conditions and reconciling to the current ordinances. The amendments are maintaining the character of the PUD as originally approved and remaining consistent with the expectations presented to the current residential owners residing in Sections 1 and 2. The amendments are also updating and clarifying the amenities to be provided and schedule for same. An updated Development Schedule is also provided and incorporated into the PUD as amended.

Staff comments have been addressed and there are no objections presented to the approval of the amendments to the PUD and Development agreement and update of the Master Plan. All should be recommended to the Zoning Commission and the City Commission for approvals.

HERON'S LANDING

AMENDED PUD APPLICATION

Prepared for:
City of Texas City

February 2024

Prepared by:



10377 Stella Link Road, Houston TX 77025

Ph: 713-942-2700

www.as-engineers.com

Texas Engineering Registration No. F-000802

Texas City Amended PUD Application

The following application is submitted under Section 160.050 District I (PUD), Planned Unit Development. This amendment is being submitted to update the following items from the PUD originally approved in 2015:

1. Reassignment of PUD
2. Revised Boundary Survey
3. Overall Land Plan as shown in Exhibit "C"
4. Amenities as shown in Exhibit "D"

Project

Heron's Landing Development, LLC, (the "Developer"), as the successor to Galveston Bay Investors, LLC, the original applicant of named development, intends to develop an 65.4-acre on 9th Street North in Texas City (the "City"), immediately west of the Pelican Harbour development and north of Swallows Meadow and The Islands. Upon completion, the community will consist of approximately 204 single-family homes ranging in price from the low \$200,000s to over \$300,000, with lot sizes ranging from 50'x120' to 70'x120'. Developer is submitting this application to update the parameters of development for the community and the obligations of the Developer and the City. See Exhibit "F" which compares the land plan changes to the original PUD.

Project Details

1. The site is located west of 9th Street North, south and east of the rainwater canal, and north of Swallows Meadow and The Islands (see attached maps "Exhibit A" and survey "Exhibit B").
2. The development will consist of approximately 204 single family lots, ranging from 6,000 square feet to over 8,400 square feet, upon which will be built homes expected to range from \$200,000 to over \$300,000. Typical lot sizes for interior lots will be 50'x120' and 60'x120' for interior lots, while the lots to the north bordering the rainwater canal will be 60 to 70' wide (see attached land plan "Exhibit C"). The community will include walking/jogging trails through the center of the property, a park with play features, and landscaped entry reserves.
3. The amended PUD proposes approximately 204 lots on 65.4 acres compared to the original PUD, which proposed 304 lots on 87 acres. A comparison of the lot mix is shown on Exhibit "F".

4. There will be no non-residential uses.
5. All home construction will be standard one- and two-story dimensions, not exceeding 36 feet in height.
6. The property has slight elevation changes, all of which will be leveled during the development process. The property will drain to the north, into the rainwater canal.
7. All of the property is above the 100-year floodplain; there are no jurisdictional wetlands within the property boundaries.
8. Heron's Landing Section 3 consists of 36 lots. Section 4 consists of 44 lots. The remaining 124 lots will be developed based upon market conditions. All use will be single-family residential.

Developer Obligations

Upon adoption of the PUD, Developer will commit to the following:

1. At a minimum Developer will provide green space/trails as delineated in "Exhibit D."
2. Before any housing units are constructed, Developer will form a homeowners association ("HOA") covering all residential units in the PUD. The HOA will be responsible for all subdivision and common area maintenance.
3. Developer will commit that development and buildout will follow all Texas City ordinances and regulations.

City Obligations

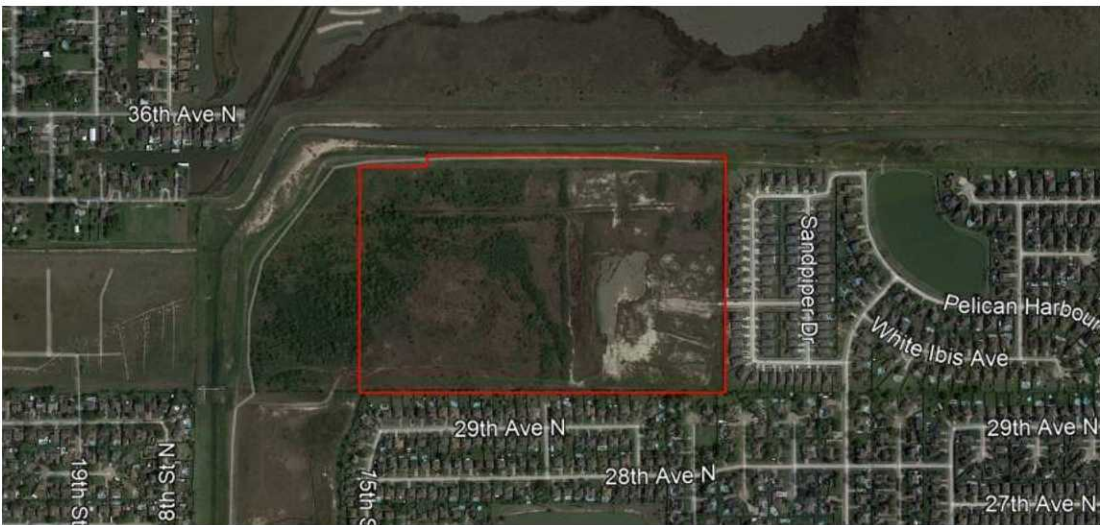
Upon adoption of the PUD, the City will approve the following:

1. The City will consent to annexation of the remainder of the 65.4 Ac property into Galveston County Municipal Utility District #79 instead of Galveston County Municipal Utility District #31 as provided in the original PUD. Section 1 and Section 2 will remain annexed into Galveston County Municipal Utility District #31. The city will consent to annexation per the conditions set forth by the Development Agreement.
2. The PUD will incorporate provisions to prohibit drilling for any natural resources within the boundaries of the PUD.
3. The City will consent to vehicular and pedestrian access from 9th Street North onto and through the property.

Exhibits Attached & Incorporated into the Amended PUD

- **Exhibit A – Aerial Location Map**
- **Exhibit B – Survey & Metes and Bounds**
- **Exhibit C – Land Plan**
- **Exhibit D – Amenities Plan**
- **Exhibit E – Approximate Development Timeline**
- **Exhibit F – Lot Mix Table**

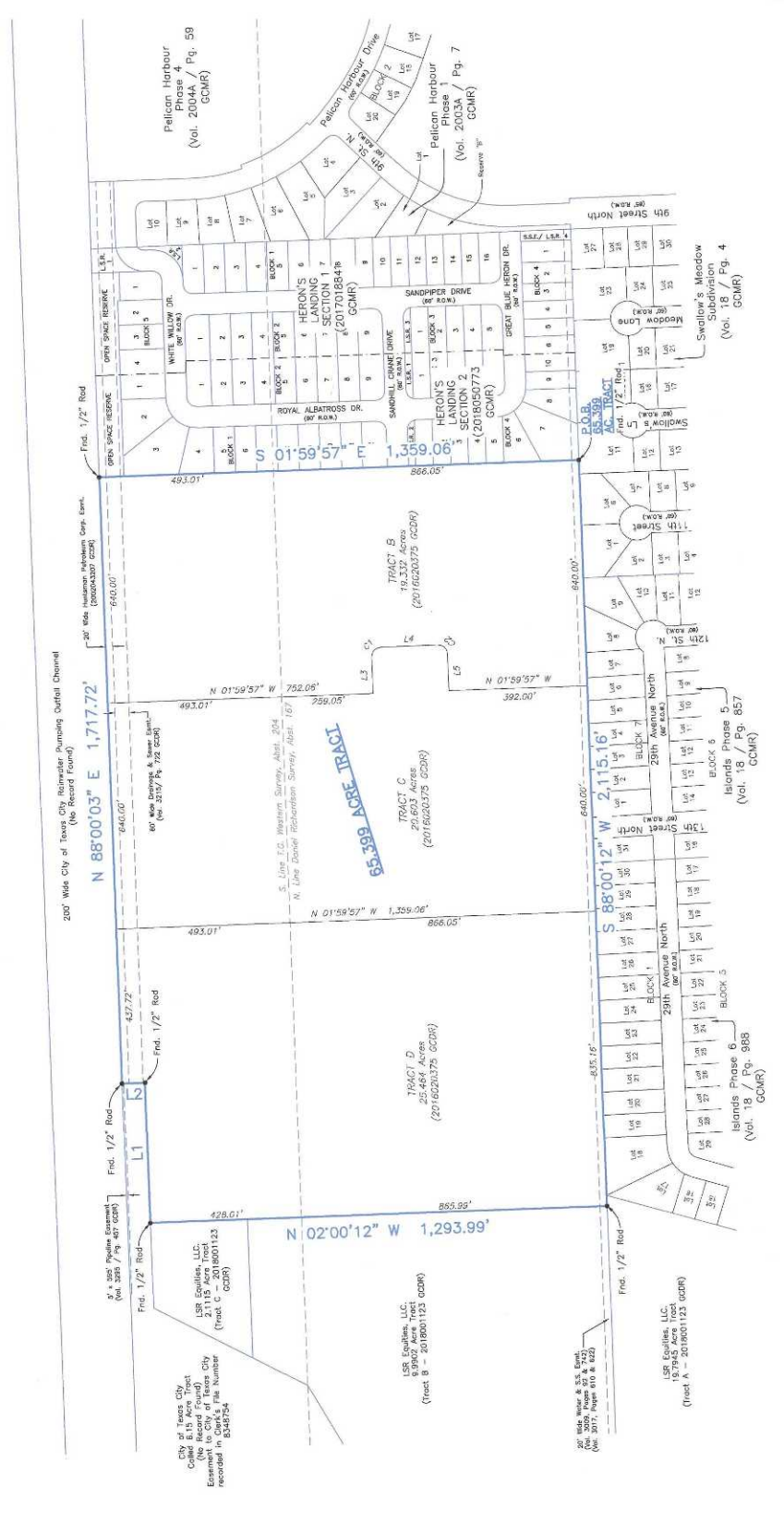
Exhibit A



Heron's Landing Development - 65.399 AC Tract Survey Land Records - As of January 2024

LINE BEARING	DISTANCE	CORNER	PAUL	AN	AS	LENGTH	CLOSED	BEARING	DELTA ANGLE
L1	N 88°00'03" E	1,717.72'	1	2	1	1,717.72'	1	1	0°00'00"
L2	S 88°00'12" W	2,115.16'	2	3	1	2,115.16'	1	1	0°00'00"
L3	N 02°00'12" W	1,293.99'	3	4	1	1,293.99'	1	1	0°00'00"
L4	S 01°59'57" W	1,359.06'	4	5	1	1,359.06'	1	1	0°00'00"
L5	S 88°00'03" E	1,717.72'	5	6	1	1,717.72'	1	1	0°00'00"

LINE BEARING	DISTANCE	CORNER	PAUL	AN	AS	LENGTH	CLOSED	BEARING	DELTA ANGLE
L1	N 88°00'03" E	1,717.72'	1	2	1	1,717.72'	1	1	0°00'00"
L2	S 88°00'12" W	2,115.16'	2	3	1	2,115.16'	1	1	0°00'00"
L3	N 02°00'12" W	1,293.99'	3	4	1	1,293.99'	1	1	0°00'00"
L4	S 01°59'57" W	1,359.06'	4	5	1	1,359.06'	1	1	0°00'00"
L5	S 88°00'03" E	1,717.72'	5	6	1	1,717.72'	1	1	0°00'00"



Some of e 65.399 acre tract of land out of the T.C. Western Survey, Abstract No. 204, and the Daniel Richardson Survey, Abstract No. 167, situated in Galveston County, Texas, and being more particularly described by metes and bounds on attached Exhibit "A".

I hereby certify that on the above date, the lands described, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Stephen C. Blaskey
Stephen C. Blaskey
 Registered Professional
 Land Surveyor No. 9566
 SURVEY DATE: JANUARY 11, 2024
 DRAWING NO: 2024-0107-0107-JULY 2024
 JOB NO: 24-0017



LEAGUE CITY OFFICE
 208 HALSTON AVE., SUITE B LEAGUE CITY, TX 77558
 PHONE: 281-338-8888
 FAX: 281-338-8888
 MAILING: P.O. BOX 16142 GALVESTON, TX 77552

Exhibit B



- NOTES:
- 1) This property does not lie within the 100 Year Flood Hazard Area as shown on the Federal Emergency Management Agency.
 - 2) This property is subject to any restrictions shown on the plat.
 - 3) Bearings based on Monumentation of North line of the Daniel Richardson Survey and Pelican Harbour Survey.
 - 4) Easement to Pelican Harbour Gas Company recorded in Volume 911, Page 668.
 - 5) Non-possessory easement to Pelican Harbour Gas Company recorded in Volume 911, Page 668.
 - 6) This survey is for the benefit of the Title Commitment.

Exhibit B



LEAGUE CITY OFFICE
Registration Number: 10193855
(281) 554-7739 www.hightidelandsurveying.com
200 HOUSTON AVE, SUITE B | LEAGUE CITY, TX 77573
Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

EXHIBIT "A"

Being a 65.399 acre tract of land out of the T.G. Western Survey, Abstract No. 204, and the Daniel Richardson Survey, Abstract No. 167, situated in Galveston County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of HERON'S LANDING, Section 2, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under Instrument No. 2018050773 in the Office of the County Clerk of Galveston County, Texas, said point also lying in the North line of SWALLOW'S MEADOW, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 4 in the Office of the County Clerk of Galveston County, Texas;

THENCE South 88°00'12" West along the North line of said SWALLOW'S MEADOW Subdivision, a distance of 2,115.16 feet to a point for corner, and a 1/2 inch rod found at the Southeast corner of a 9.9902 acre tract of land conveyed to LSR Equities, LLC. in deed recorded under Instrument No. 2018001123 in the Office of the County Clerk of Galveston County, Texas;

THENCE North 02°00'12" West along the East line of said 9.9902 acre LSR Equities tract, a distance of 1,293.99 feet to a point for corner, and a 1/2 inch rod found in the common line of the subject tract and a called 6.15 acre tract of land conveyed to the City of Texas City (no deed record found);

THENCE North 88°00'03" East along the common line of the subject tract and said 6.15 acre City of Texas City tract, a distance of 397.54 feet to a point for corner, and a 1/2 inch rod found at an interior corner of the subject tract and a Southeast corner of said 6.15 acre City of Texas City tract;

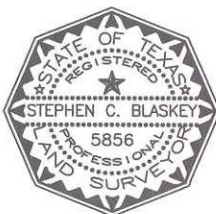
THENCE North 01°59'57" West along the common line of the subject tract and said 6.15 acre City of Texas City tract, a distance of 65.00 feet to a point for corner, and a 1/2 inch rod found in the South line of a tract of land commonly known as a 200 foot wide City of Texas City rainwater pumping outfall channel (no deed record found);

THENCE North 88°00'03" East along the South line of said outfall channel tract, a distance of 1,717.72 feet to a point for corner, and a 1/2 inch rod found at the Northwest corner of said HERON'S LAND, Section 2;

THENCE South 01°59'57" East along the West line of said HERON'S LANDING, Section 2, a distance of 1,359.06 feet to the POINT OF BEGINNING of the herein described tract, and containing 65.399 acres (2,848,818 square feet) of land, more or less.


Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856

SURVEY DATE:	JANUARY 11, 2024
FILE No.:	0204-0167-0000-000
DRAFTING:	JTK/BSH
JOB No.:	24-0017 A



NOTE:

Bearings based on Monumentation of North line of the Daniel Richardson Survey and South line of the T.G. Western Survey.

Exhibit C

METE PLANNING DESIGN
1000 WEST 10TH STREET



SEC 4
32 LOTS
(TYP. 60'x120')
12 LOTS
(TYP. 70'x120')
±13.9 AC.

SEC 3
28 LOTS
(TYP. 50'x120')
8 LOTS
(TYP. 60'x120')
±9.0 AC.

FUTURE SECTIONS
63 LOTS
(TYP. 50'x120')
49 LOTS
(TYP. 60'x120')
12 LOTS
(TYP. 70'x120')
±31.0 AC.

a schematic development plan for
HERONS LANDING
 ±65.4 ACRES OF LAND
 prepared for

TEJAS ENGINEERING

24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422
 METE PLANNING DESIGN
 DECEMBER 20, 2023



LOT SUMMARY

Lot Size	Count	Percentage
50' x 120'	91 LOTS	44%
60' x 120'	89 LOTS	44%
70' x 120'	24 LOTS	12%
TOTAL	204 LOTS	

THIS DRAWING IS A SCHEMATIC DEVELOPMENT PLAN FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR CONSTRUCTION. METE PLANNING DESIGN AND TEJAS ENGINEERING DO NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. METE PLANNING DESIGN AND TEJAS ENGINEERING DO NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. METE PLANNING DESIGN AND TEJAS ENGINEERING DO NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. METE PLANNING DESIGN AND TEJAS ENGINEERING DO NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

© 2023 METE PLANNING DESIGN. ALL RIGHTS RESERVED.

METE PLANNING DESIGN

Exhibit D



LEGEND

- CONCRETE SIDEWALK
- AREA TO BE LANDSCAPED
- PARK WITH PLAY FEATURES
- SEATING AREA

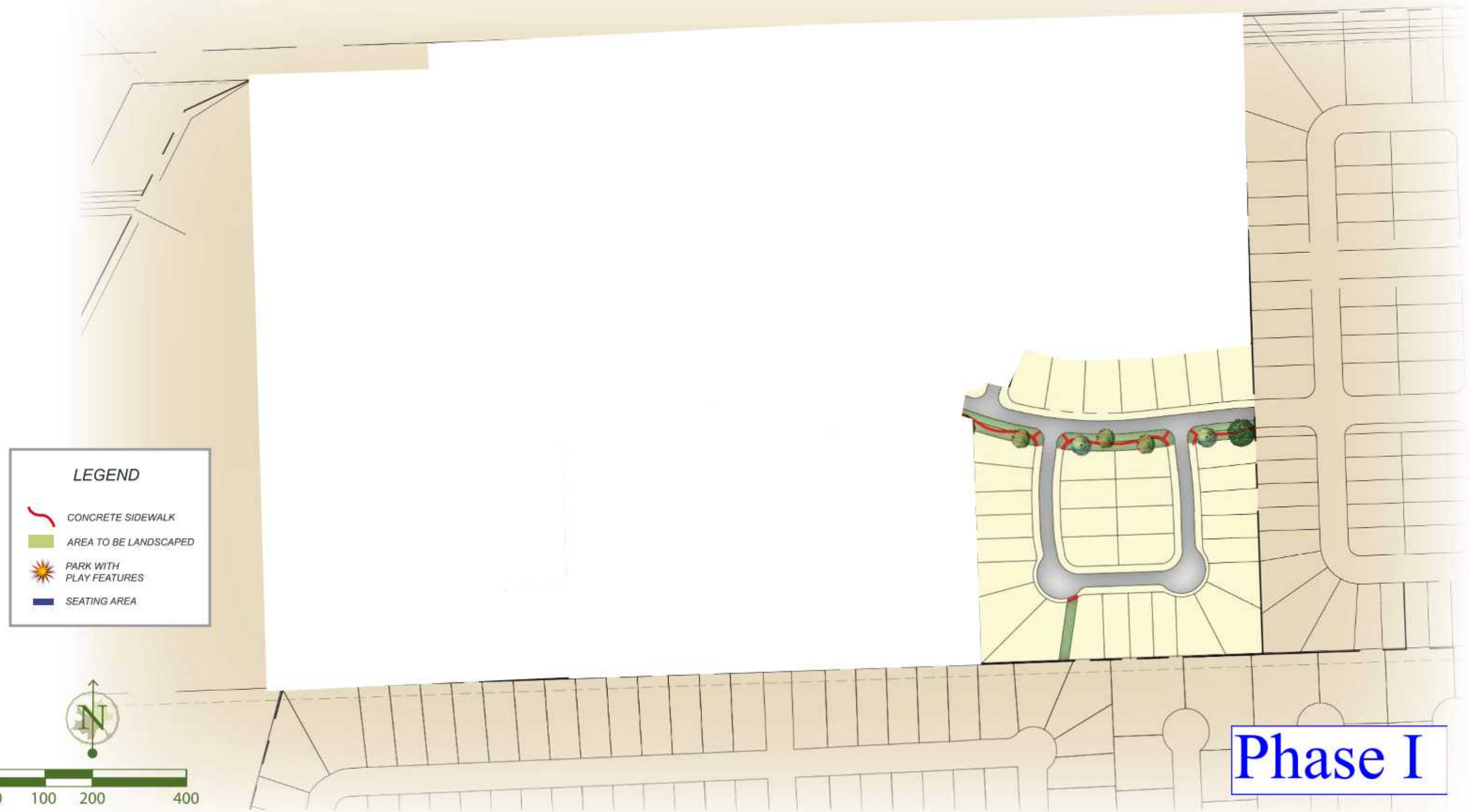
THIS DRAWING DEPICTS CONCEPTUAL LANDSCAPE IMPROVEMENTS FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN SOLUTIONS ARE SUBJECT TO CHANGE.

Example of Park with Play Features



Example of Seating Area





LEGEND

- CONCRETE SIDEWALK
- AREA TO BE LANDSCAPED
- PARK WITH PLAY FEATURES
- SEATING AREA

Phase I



LEGEND

- CONCRETE SIDEWALK
- AREA TO BE LANDSCAPED
- PARK WITH PLAY FEATURES
- SEATING AREA

A north arrow pointing upwards and a scale bar below it. The scale bar is marked with 0, 100, 200, and 400 units.

Phase II





Exhibit E

Approximate Development Timeline

<u>Task</u>	<u>Approximate Completion</u>
PUD Application Submission	Q1 2024
PUD Approval	Q1 2024
Delivery of First 36 Lots (Section 3)	Q1 2024
Section 4 Construction Begins	Q2 2024
Phase I Amenity Construction Begins	Q3 2024 ⁽¹⁾⁽⁴⁾
Delivery of Section 4 Lots	Q4 2024
Future Section(s) Construction Begins	Q4 2025
Phase II Amenity Construction Begins	Q1 2026 ⁽¹⁾⁽⁵⁾
Phase III Amenity Construction Begins	Q3 2026 ⁽¹⁾⁽³⁾⁽⁶⁾
Delivery of Remaining 124 Lots	Q1 2027 ⁽¹⁾⁽²⁾
Phase IV Amenity Construction Begins	Q2 2027 ⁽¹⁾⁽⁵⁾⁽⁷⁾
Buildout of All Homes	Q1 2028 ⁽²⁾

(1) Construction of Amenities as shown on Exhibit D.

(2) These completion dates are subject to market conditions.

(3) Due to the nature of construction of the detention pond, the applicable amenities will not begin construction until detention pond construction is completed with the last section.

(4) Phase I construction plans for the amenities (sidewalks/walking trails and landscaping) will be submitted within 120 days of Section 3 plat recording. The Developer will make a conscious effort to complete construction of Phase I amenities before recordation of the Section 4 plat.

(5) Phases II and IV – Construction plans for the amenities will be submitted with the application for final plat approval for each section with all comments on amenity construction plans to be addressed. The amenity construction plans will be ready for approval before the plat is recorded for the designated section(s). The review and approval of the WSD and Paving Construction plans will proceed independently of the Amenity Construction plan review. The construction of the amenities is to be completed for each section within 120 days from recording of the associated plat.

(6) Phase III amenities – Construction plans for the amenities will be submitted with the application for final plat of the section where it will be platted, with all comments on amenity construction plans to be addressed. The amenity construction plans will be ready for approval before the plat is recorded for the designated section. The review and approval of the WSD and Paving Construction plans will proceed independently of the Amenity Construction plan review. The construction of amenities is to be completed withing 120 days from recording of the associated plat. In addition, construction of the Phase III amenities shall begin on or before the approval of the platting of the 150th residential lot.

(7) Park with Play Feature – Construction plans to be submitted before the final plat is recorded for Section 4. Approved specifications for the Play Features will be required before recordation of the final plat for Section 5. A purchase order with a reasonable delivery date for the Play Feature shall be provided before the final plat will be recorded for the section where the park is located.

Heron's Landing Development - Exhibit "F" Lot Mix Table

Original PUD (87 Acres, 304 Lots)			
	Lot Size		
	50 ft	60 ft	70 ft
Section 1	14	18	4
Section 2	15	16	5
Remaining AC	109	106	17
Total:	138	140	26
Lot Mix (%)	45%	46%	9%

Amended PUD (65.4 AC, 204 Lots)			
	Lot Size		
	50 ft	60 ft	70 ft
Section 3	28	8	0
Section 4	0	32	12
FUTURE SECTIONS	63	49	12
Total:	91	89	24
Lot Mix (%)	45%	44%	12%

Original PUD (87 Acres, 304 Lots)			
	Lot Size		
	50 ft	60 ft	70 ft
Number of Lots	138	140	26
Lot Mix (%)	45%	46%	9%

Amended PUD (65.4 AC, 204 Lots)			
	Lot Size		
	50 ft	60 ft	70 ft
Number of Lots	91	89	24
Lot Mix (%)	45%	44%	12%

(5,6)

Original PUD (87 Acres, 304 Lots)	
	Land Use (AC)
ROW	20.4
Park	0
Lots (304)	62
Open Space/Reserves	4.6

(1)

Density = 3.5 Lots/AC (4)

Amended PUD (65.4 AC, 204 Lots)	
	Land Use (AC)
ROW	12.3
Park	10.7
Lots (204)	37.6
Open Space/Reserves	4.8

(2)

Density = 3.1 Lots/AC (4)

- (1) The original 87 AC land plan did not have any open space dedicated to a Park facility.
- (2) The Land Plan in the Amended PUD Application will reserve land for a Park facility.
- (3) The density calculations include acreage dedicated to open space.
- (4) The 65.4 AC Land Plan proposes a reduction in ROW, increased open space with a park, less 60-ft lots, and more 70-ft lots in order to provide an efficient, appealing development to the future residents. It is notable that the development in itself is less congested and a lower concrete footprint is utilized via reduction of street pattern.
- (5) There is a reduction in the percentage of 60-ft lots.
- (6) There is an increase in the percentage of 70-ft lots.

**ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

This **ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT** ("Assignment") is executed effective as of the ____ day of February, 2024, by and between **GALVESTON BAY INVESTORS, LLC**, a Texas limited liability company ("Assignor"), and **HERON'S LANDING DEVELOPMENT, LLC**, a Texas limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor is the "Developer" defined in that certain Development Agreement ("Development Agreement") by and between Assignor and the **CITY OF TEXAS CITY, TEXAS** ("City"), dated October 7, 2015, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Development Agreement to Assignee; and

WHEREAS, Assignee desires to assume all rights and obligations of Assignor under the Development Agreement.

NOW, THEREFORE, for good and valuable consideration paid to Assignor by Assignee, the receipt and adequacy of which is hereby acknowledged and agreed as follows:

I. Assignment. Assignor hereby grants, sells, assigns and conveys to Assignee, effective as of the date hereof, all of Assignor's rights, titles, interests in, and obligations under, the Development Agreement.

2. Assumption. Assignee hereby accepts, assumes and agrees to pay, perform and discharge in accordance with the thereof, all of the duties, liabilities and obligations of Assignor under the Development Agreement.

3. City Notification. Assignor and Assignee agree to notify the City of this Assignment.

4. Representations. Assignor represents and warrants that the copy of the Development Assignment attached hereto is true, correct and complete, has not been further amended, is in full force and effect, and that Assignor is not currently in default under any of the terms and provisions of the Development Agreement. Assignor further represents and covenants to Assignee that it has full authorization and authority to enter into this Assignment.

5. Mutual Indemnification. Assignor shall indemnify and hold harmless Assignee from and against any liability for all obligations arising prior to the date hereof under the Development Agreement. Assignee shall indemnify and hold harmless Assignor from and against any liability for all obligations arising from and after the date hereof under the Development Agreement.

6. Governing Law and Venue. This Assignment is being executed and delivered, and is intended to be performed, in the State of Texas, and the laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Assignment. This Assignment is performable in, and the exclusive venue for any action brought with respect herein, shall lie in Galveston County, Texas.

7. Change of Address for Developer. As required by Section 5.2 of the Development Agreement, new contact information for the Developer is as follows:

Heron's Landing Development, LLC
11210 Blume Ave, Suite 200
Houston, Texas 77034
Attn: Jerry LeBlanc, Jr.
Email: jleblanc@binnacledevelopment.com

8. Multiple Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. Approvals and Consents. Assignor agrees to reasonably cooperate with Assignee in the execution of any additional documents or instruments that may be reasonably required to evidence the provisions and intent of this Assignment.

***[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]***

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date and year first written above.

ASSIGNOR:

GALVESTON BAY INVESTORS, LLC

By: 

Jerry LeBlanc, Jr., Member

ASSIGNEE:

HERON'S LANDING DEVELOPMENT, LLC

By: Binnacle Development, LLC,
Managing Member

By: 

Jerry LeBlanc, Jr., Managing Member

EXHIBIT "A"

DEVELOPMENT AGREEMENT

RESOLUTION NO. 15-069

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TEXAS CITY AND GALVESTON BAY INVESTORS, LLC; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, City Commission approved the development plan for 85 acres of residential development west of Pelican Harbour, that would include approximately 300 lots; and,

WHEREAS, the development plan is being followed-up with a Development Agreement.

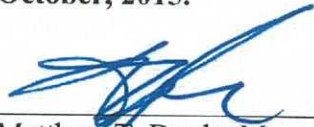
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the Mayor is authorized to enter into a Development Agreement between the City of Texas City and Galveston Bay Investors, LLC, in substantially the same format as attached hereto as **Exhibit "A"**.

SECTION 2: That the Mayor is authorized to execute any documentation necessary to assign the Development Agreement between the City of Texas City and Galveston Bay Investors, LLC.

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

PASSED AND ADOPTED this 7th day of October, 2015.



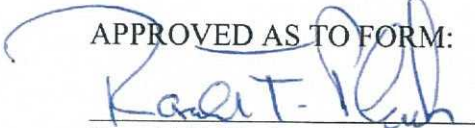
Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:



Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:



Ronald F. Plackemeier
City Attorney

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement"), is made and entered into as of October 7, 2015, by and between **THE CITY OF TEXAS CITY, TEXAS**, a municipal corporation and home-rule city of the State of Texas (the "City"), and **GALVESTON BAY INVESTORS, LLC**, a Texas limited liability company (the "Developer").

Article I RECITALS:

1.01. Developer intends to acquire an approximately 87 acre tract of real property located in Galveston County, Texas, more fully described on Exhibit "A", attached hereto and incorporated herein (the "Property"), and the City has approved its application for a planned unit development (the "PUD") for the Property attached on Exhibit "B".

1.02. Developer intends to utilize the Property to develop approximately 300 single-family residential lots in accordance with PUD, the zoning code and all applicable City codes and ordinances.

1.03. The City has determined that agreeing to the terms set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business in the City.

1.04. The terms "City", "Developer", "District", "PUD", and "Property" shall have the meanings provided for them in the Recitals herein above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in the Agreement shall have the meanings as follows:

Article II AGREEMENT:

NOW, THEREFORE, for good and valuable consideration and the mutual covenants set forth herein, Developer and the City contract and hereby agree as follows:

2.01 **Access.** The development of the Property requires access from both 9th Street North through a portion of Reserve B of Pelican Harbour Phase 1 ("Reserve B") and from the north end of Pelican Harbour Drive. Developer agrees to construct both entrances to the property. If the Developer is unable to acquire the desired access through either location, the City agrees to exercise its power of eminent domain to acquire such easements and/or fee title to provide the necessary pedestrian, automobile, utility, and street paving access; provided, however, that the Developer shall be required to advance funds to acquire such easements including legal fees, court costs and condemnation awards.

2.02 **Annexation.** The City will consent to annexation of the Property into Galveston County Municipal Utility District #31, and will execute all such documentation and take all such action as may be reasonably requested by Developer or said District in connection therewith. The

use and development of the Property before and after annexation shall conform with PUD to development standards reasonably necessary to Developer.

2.03 **Anti-Drilling.** All property within the PUD shall be considered a "residence" for the purposes of City of Texas City, Texas, Code of Ordinances, Sec 120.27.001 for Texas City. No permit may be issued for any oil or gas well to be drilled at any location which is nearer than 600 feet of the PUD. Any well shall be in accordance with State law.

2.04 **Infrastructure.** The City will reserve sufficient utility capacity to serve all the single-family residences constructed within the PUD. Upon completion of construction of the utilities and streets (the "Infrastructure") per City standards, the City will accept, own, and maintain the Infrastructure.

Article III Obligations of the Developer:

3.01 **Maintenance of certain improvements.** The Developer agrees to form one or more property owners association, which shall have as one of their stated purposes to permanently maintain through assessments all lakes, ponds, and other detention facilities, parks and recreation facilities, landscaping, and monumentation developed as part of the Project (the "Non-City Improvements"). The Developer acknowledges and agrees that the Non-City Improvements will be maintained by the property owner's associations serving the Property, as appropriate, and the City shall never have the responsibility to own, operate or maintain the Non-City Improvements.

3.02 **Dry Utilities.** The Developer agrees that all dry utilities, such as electric, gas, telephone, and cable, shall be placed underground throughout the Property; provided, however, that "three-phase" power lines may be elevated and may be placed in easements along the perimeter of the Property to serve the Property. Unless otherwise approved by the City and the Developer and unless no reasonable alternative is available to the power provider for the location of said poles, no elevated three-phase power or larger poles may be placed along any major roads or highways. The Developer agrees that the public street light poles throughout the Project shall be galvanized metal or concrete; provided, however, the Developer may use light poles made out of material that is of a higher quality than concrete, as determined by the Mayor or his designee. Decorative and specialty light poles are acceptable on private property and along private streets; provided, however, that the City shall never be responsible for maintenance of such light poles.

3.03 **Property Values.** The Developer recognizes that a significant portion of the City's consideration for entering into this Agreement and consenting to the creation of the PUD is the Developer's representations that it would achieve an average home value of \$200,000 (the "Target Value"). Prior to the City approving the permits for construction of the 200th home of the project, the average single family home value must meet or exceed the Target Value in accordance with the Galveston County Appraisal District rolls, builders sales contracts, or any

other documented means.

3.04 25th Avenue Traffic Control Facilities The Developer agrees to provide to the City the lesser of (a) \$150,000 or (b) 50% of the total cost for the engineering design and construction of traffic control facilities at the intersection of 25th Avenue and 9th Street (the "Traffic Signal"). The Traffic Signal shall be constructed, owned, operated, and maintained by the City. The City agrees to (i) commence construction of the Traffic Signal within 12 months of receipt of the Traffic Signal funding; and (ii) use its best efforts to complete such construction within an additional 12 months after commencement. The Traffic Signal funding shall be paid to the City upon issuance of the 250th home construction permit for the subdivision.

3.05 Development Covenants. The Developer agrees to adopt deed restrictions and other restrictive covenants, and promulgate the Developer's guidelines regarding development standards, consistent with the PUD, the Zoning Code and any relevant City ordinances and regulations. The Developer will provide copies of its residential deed restrictions and residential development covenants to the City for review and comment by the Mayor or his designee no later than prior to the approval of the first residential development covenants for review and comment no later than prior to the approval of PUD. The Developer agrees to require Sub-developers to abide by the Developer's development standards and provide for enforcement mechanisms for restrictive covenants.

3.06 Notice. Developer agrees to provide notice to the Mayor or his designee of any material proposed changes, amendments or revisions to the PUD, the property, or the Project prior to taking any action on such changes.

Article IV Term and Default

4.01. Term This agreement shall be in effect as of the date set forth on the first page, hereof, and shall terminate 50 years thereafter, unless terminated earlier as specifically provided herein.

4.02 Default.

- a. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.
- b. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged of the failure and shall demand performance. No breach of the Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30

days of such notice. Upon a breach of this Agreement, the non-defaulting Party shall be entitled to specific performance. Regardless of any other provision, neither Party shall be entitled to recover money damages for breach of this Agreement or a tort related to this Agreement. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

Article V Miscellaneous Provisions

5. Miscellaneous.

5.1 Approvals and consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

5.2 Address and notice. Any notice to be given under this Agreement shall be given in writing, addressed to the party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested; by messenger delivery; or by telecopy. Notice deposited by mail shall be effective three days after posting. Notice given in any other manner shall be effective upon receipt by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City Engineer -- City of Texas City
928 5th Ave. N.
Texas City, Texas 77590
Attn: Doug Kneupper
Facsimile: _____
Email: _____

With a copy to:

City Attorney – City of Texas City
928 5th Ave. N.
Texas City, Texas 77590
Attn: Ronald Plackemeier
Facsimile: 409-643-5952
Email: rplackemeier@texas-city-tx.org

If to the Developer, to:

Galveston Bay Investors, LLC
11529 Wincrest
Dickinson, TX 77539
Attn: Jerry LeBlanc, Jr.
Facsimile: _____
Email: bayareainvestors@gmail.com

With a copy to:

Hoover Slovacek LLP
5151 Westheimer, Suite 1200
Houston, Texas 77056
Attn: Greg A. Savage
Facsimile: (713) 977-5395
Email: savage@hooverslovacek.com

The parties shall have the right from time to time to change their respective addressees by giving at least 10 days' written notice of such change to the other party.

5.3 Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Developer shall give notice immediately to the City of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Developer's successors and assigns.

5.4 Nonwaiver of Rights. By entering this Agreement, neither Developer nor the City waive any rights granted under any laws, nor do they make any admissions regarding the subject matter of this Agreement. Each party specifically reserves any and all rights to pursue any action or remedy to protect its interests and rights

5.5 Reservation of rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

5.6. Venue. This Agreement shall be construed in accordance with the laws of the

State of Texas and shall be performable in Galveston County, Texas.

5.7 Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

5.8 Modification; exhibit. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The exhibits attached to this Agreement are incorporated by this reference for all purposes.

5.9 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

5.10 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.11 Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

5.12 Parties in interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

5.13 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Telefaxed or scanned-emailed copies of this signed Agreement shall be binding and effective as an original.

5.14 Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.15 Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first given above.

CITY OF TEXAS CITY, TEXAS

BY: 

NAME: Matthew T. Doyle

TITLE: Mayor, City of Texas City

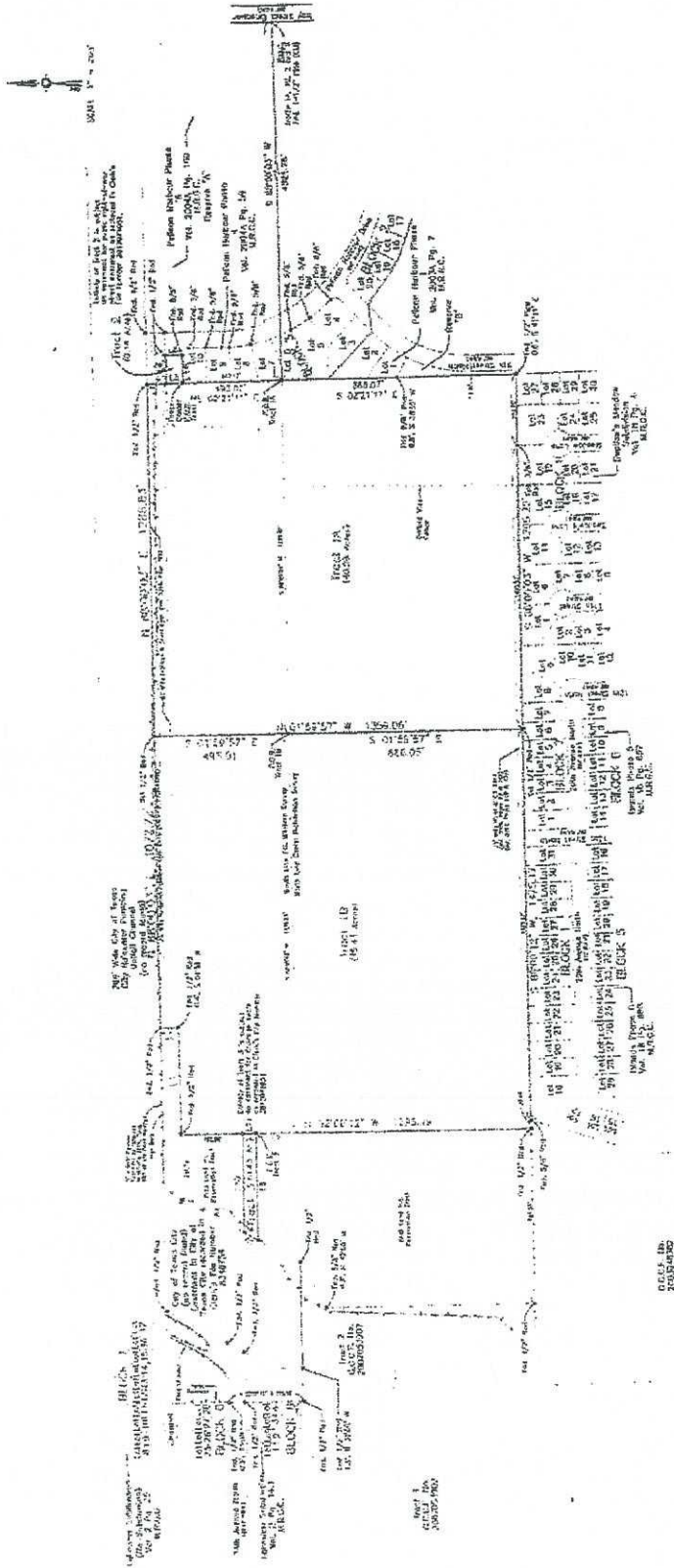
GALVESTON BAY INVESTORS, LLC,

BY: 

NAME: Jerry LeBlanc Jr.

TITLE: Member

EXHIBIT "A"



Block	Lot	Area	Owner
1	1	0.12	...
1	2	0.12	...
1	3	0.12	...
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NOTES:
 1. The plat is subject to all existing and future easements, rights, and interests.
 2. The plat is subject to all existing and future covenants, conditions, and restrictions.
 3. The plat is subject to all existing and future liens and encumbrances.
 4. The plat is subject to all existing and future taxes and assessments.
 5. The plat is subject to all existing and future laws and regulations.
 6. The plat is subject to all existing and future court orders and judgments.
 7. The plat is subject to all existing and future state and federal laws.
 8. The plat is subject to all existing and future state and federal regulations.
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 10. The plat is subject to all existing and future state and federal laws and regulations.

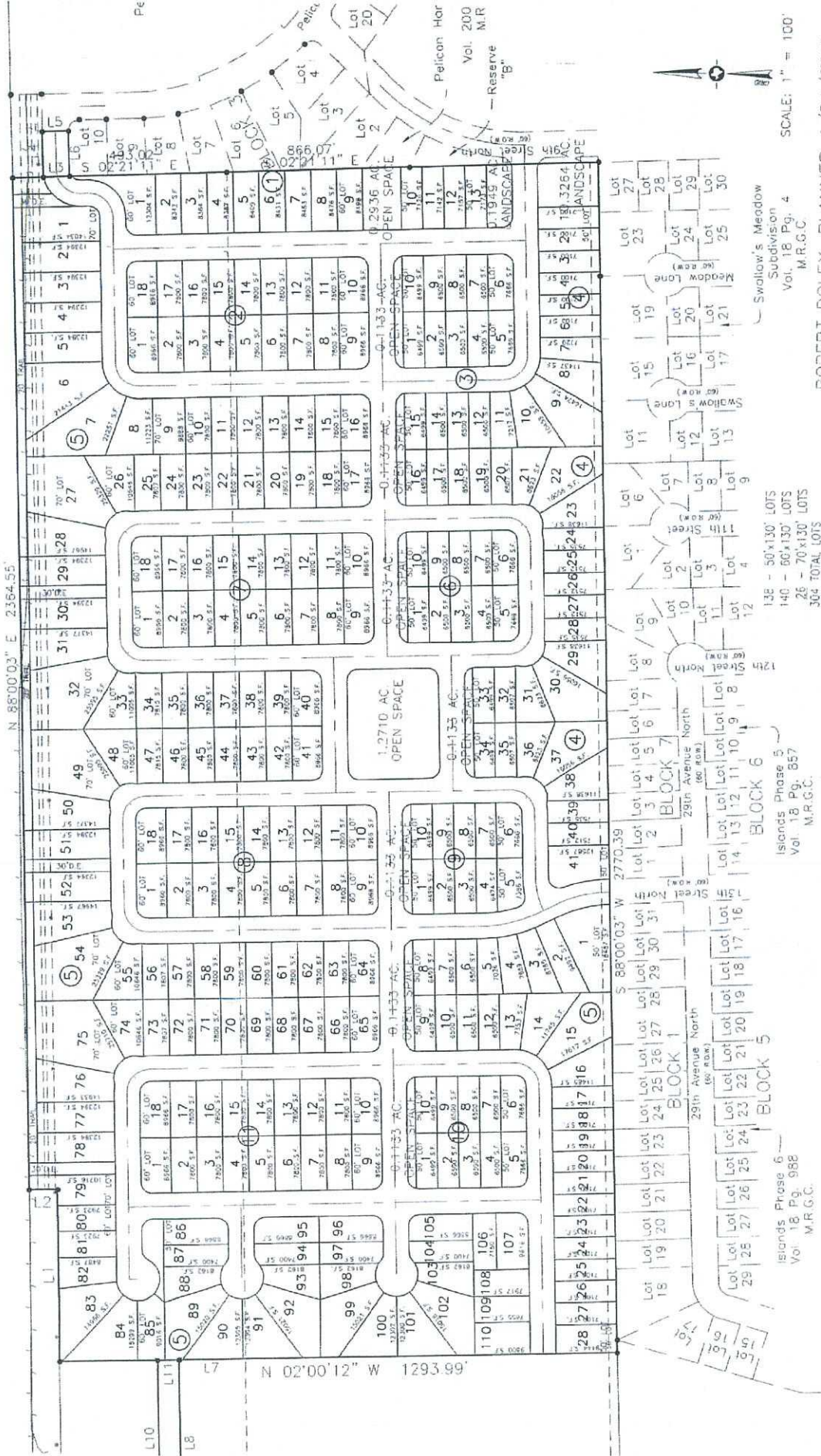


Copy of this plat is for use of the lot owner and Board members. Copies to other owners, lessors and lessees are provided only for their use and should not be used for any other purpose. The plat is subject to all existing and future laws, regulations, court orders and judgments. The plat is subject to all existing and future state and federal laws and regulations.

[Signature]
 Robert G. Baker
 Licensed Professional Surveyor
 License No. 10000

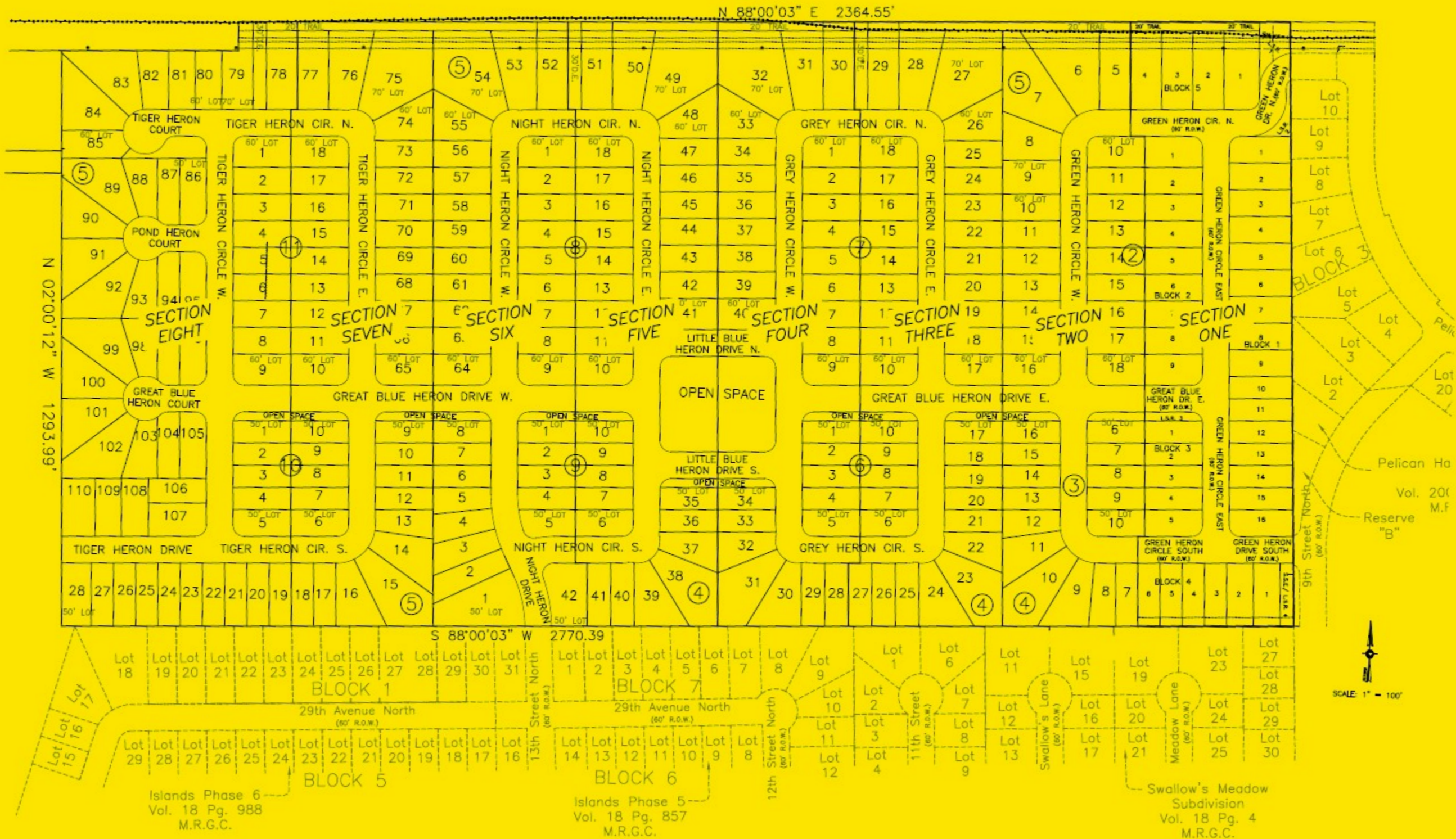


EXHIBIT "B"



ROBERT DOLEY, PLANNER 4/24/2015

Original Land Plan (Masterplan) attached to Development Agreement - Dated 03/04/2022



PLANNING BOARD MINUTES FEBRUARY 19, 2024

The Planning Board of the City of Texas City met in a regular meeting on Monday, February 19, 2024, at 5:00 p.m. Planning Board members present: Chairman Dickey Campbell, Co-Chairman Perry O'Brien, Commissioner Jami Clark and Commissioner Thelma Bowie. Staff members present: Kimberly Golden, Casey Bennett (Chief Building Official), David Kinchen (Deputy Building Official), and Veronica Carreon. Guests were: Caitlin King (Meta), Norman Reed (Land Tejas), and Steve Herrera (A & S Engineers).

Chairman Dickey Campbell indicated a quorum was present and called the meeting to order.

ITEM NO. 1 APPROVAL OF MINUTES

A motion to approve the minutes of January 8, 2024, was made by Commissioner Thelma Bowie/Co-Chairman Perry O'Brien. All other members present voted aye.

ITEM NO. 2 PUBLIC COMMENTS

There were no public comments.

ITEM NO. 3 Consider and take action on the recommendation to approve amendments to the PUD Application, Masterplan and Development Agreement for Heron's Landing Subdivision. Located north of Swallows Meadow Subdivision and west of Pelican Harbour Subdivision.

Ms. Kim Golden stated that Heron's Landing Subdivision is one of the older PUD's in Texas City. It was approved in 2015. Two sections have been developed in accordance with the original PUD. Staff is now bringing forward an amendment that actually catches up on some of the things that have changed over time as far as the lot layout and acreages being developed.

It still remains in character with the original PUD as approved by the city, but in doing this the Masterplan and Development Agreement are also being updated.

With the Development Agreement, the main thing that is changing is the obligation of the city to consent to annexation from MUD 31 to MUD 79. The reason for this change is that MUD 31 is now full and MUD 79 is going to include the newer subdivisions.

Also, in updating the Development Agreement, some of the triggers were updated to be sooner such as when the Developer will make their contribution to the traffic signal, and the touchpoint at which staff will check the home values.

The role of the Planning Board is to make a recommendation to the Zoning Commission and to the City Commission about whether to approve or deny the amendment to the PUD, Masterplan and Development Agreement.

Chairman Dickey Campbell asked how many houses are already built in Heron's Landing to which Ms. Golden replied there are 2 homes in Sections 1 and 2. The infrastructure in

Section 3 is just about ready for the city to accept. The developer is going through the close out process now and has a few more little things to complete on their punch list.

Chairman Campbell asked what it means that Sections 1 and 2 are not affected, to which Ms. Golden replied since they are already built, they will not be affected by this change in PUD. They will not change MUDs. Sections 1 and 2 will remain in GCMUD 31.

Chairman Campbell then asked what the advantage or disadvantage is to being in the new MUD. Ms. Golden replied that she has been told that there is a more favorable tax rate by splitting the MUD.

Norman Reed, Land Tejas, replied that MUD 31 is getting toward the end of its lifespan and the board members are NOT anxious to sell more bond for additional debt to build infrastructure for the new sections, because they want to reduce the MUD taxes to a maintenance level. So, MUD 79 was created as a more modern MUD. All of the developments that are going into MUD 79 will be about the same age. This way you don't have homes that are 30 years older still paying bonds when these new communities come onboard. The lifespan of MUD 31 was just tapering off.

Mr. Reed added that the HOA will be the same for the whole subdivision. The only difference between the older sections of Heron's Landing and the newer sections will be the MUD tax rate they have to pay depending on which district.

Ms. Golden stated that she has been slow bringing this change from MUD 31 to MUD 79 forward because it is a little unusual. But, after being on 3 conference calls with the MUD attorneys and MUD engineers and visiting with consultants that work with the city on these type issues, she came to understanding that this is appropriate when the housing stock in a development is at significantly different ages and stages of a development. There are also protections in place so this is not something that can be exploited by the developer.

Commissioner Thelma Bowie then asked if this would benefit homeowners in Sections 1 and 2 to stay in MUD 31. Ms. Golden replied if the new sections were allowed into MUD 78, then the older homes would NOT be paying for infrastructure for the new homes, so basically this is keeping everyone paying for new infrastructure which was necessary to develop the property and make it buildable.

Chairman Campbell then asked Mr. Reed if they see different subdivisions being under the same MUD in other cities. Mr. Reed replied that this is not odd because it is a way for the smaller developments to annex into the district without having to create a new MUD from scratch.

Chairman Campbell asked if homeowners that are already there have a say in these transactions. Ms. Golden replied that she understands from the city's consultant that when there are homeowners and they ask to be put on a MUD board, they have priority of appointment to be put on the board rather than the members appointed by the developer. So for MUD 31, since it's almost fully built out, it does have a homeowner resident board as opposed to MUD 79 which will have a developer-controlled board.

Chairman Campbell stated that he is understanding that this change will not affect the current homeowners, to which Ms. Golden replied that is what the MUD attorneys are saying.

Ms. Golden says the developer is also agreeing to the provision that the city is now putting in all the new development agreements about the masonry construction. The state law changed, and the city cannot impose the requirement through the zoning ordinance. But it can be made effective by agreement through the Development Agreement.

Ms. Golden also pointed out that there is going to be an entity name change. Galveston Bay Investors was the entity that set up the original PUD, but it actually never had an ownership interest in this property. It is a requirement of Texas City's zoning ordinances for the applicant to have a proprietary interest in the property being re-zoned. Heron's Landing, LLC is actually the developer that has been doing the development and has the proprietary interest according to the records in GCAD, so there has been an assignment from Galveston Bay Investors to Heron's Landing Development to clean this up. The amended PUD and amended Development Agreement will show this change.

Chairman Dickey Campbell asked if there were any more questions. There were none.

A motion was made by Commissioner Thelma Bowie/Co-Chairman Perry O'Brien to recommend approval of the amendments to the PUD Application, Masterplan and Development Agreement for Heron's Landing Subdivision. All other members present voted aye.

ITEM NO. 4 Consider and take action on a Request for Extension of Time for the Marlow Lake Section 5 Preliminary Plat. Located on the west side of SH 3 immediately north and adjacent to Marlow Lake Subdivision.

Ms. Golden stated the Applicant had their preliminary plat for Section 5 approved by the Planning Board in April 2023. Preliminary plats remain valid for 12 months. The Applicant started the process for approval of the final plat for Section 5 but has not yet gotten to the point that it is approvable, so they are requesting an extension of the approval of the preliminary plat for Section 5. This section is actually the first section of the new subdivision – Marlow Lake North - but is being numbered as an extension of the Marlow Lake Subdivision.

Staff have reviewed the request and find nothing has changed that would prevent approval of the preliminary plat if presented again, so there is no reason that the extension should not be approved. This is just keeping it viable so that they can move forward with the final plat.

Chairman Campbell understands that the final plat will not be ready in the next two months, and this is why they are requesting an extension to the preliminary plat that will otherwise expire in April 2024. Ms. Golden replied yes.

Chairman Campbell asked if there was anything else to discuss. There was none.

A motion was made by Commissioner Jami Clark/Co-Chairman Perry O'Brien to approve the Request for Extension of Time for the Marlow Lake Section 5 Preliminary Plat until April 17, 2025. All other members present voted aye.

ITEM NO. 5 Consider and take action on a Request for Extension of Time for the Preliminary Zoning Approval of the Marlow Lake North PUD Application previously approved by City Commission on March 16, 2022, to allow more time to complete

the platting and development of the subdivision. Located on the west side of SH 3 immediately north and adjacent to Marlow Lake Subdivision.

Ms. Golden reminded the board of the process that Brookwater Subdivision recently had to go through to resubmit the re-zoning request for its PUD because the Preliminary Zoning Approval expired without being made final. The Marlow Lake North PUD application was previously approved in March 2022 and because they had the Preliminary Plat approved, that gave the Preliminary Zoning Approval another year of viability. However, because they do not yet have the final plat approved they are at the risk of the Preliminary Zoning Approval expiring. No one wants this to happen, so staff is recommending the Planning Board recommend an extension of the Preliminary Zoning Approval to the City Commission. The City Commission has the authority to extend the Preliminary Zoning Approval if made before it expires.

Marlow Lake North is part of the post-pit plan for the Sprint sand mine which will eventually be a nice lake, but the developer is able to develop some of the lots while the mine is operational.

Ms. Golden recalled that one of the things holding up this second subdivision was the developer being slow in building out the amenities of the first subdivision. The developer has come forward with some landscape and hardscape plans, which she believes the Building Official is currently reviewing.

Chairman Campbell asked when the lake would be dug out. Ms. Caitlin King replied that she was not sure about that timeline, but that she would be glad to ask Mr. Jerry LeBlanc for an update.

Chairman Dickey Campbell asked if there were any more questions. There were none.

A motion was made by Commissioner Jami Clark/Commissioner Thelma Bowie to recommend approval of the Request for Extension of Time for the Preliminary Zoning Approval of the Marlow Lake North PUD Application. All other members present voted aye.

ITEM NO. 6 GENERAL UPDATES

a. Kittle Property Group, Inc. – Juniper Landing Multifamily Project

Ms. Golden reminded the board that this project was a zoning application that came in for a multifamily project located to the west of the Gatsby Condominiums. Upon review the project was NOT recommended for approval due to its impact on the City's public safety resources. The Planning Board denied approval of the development plan, which denial was upheld by the City Commission upon appeal by the applicant, Kittle Property Group.

The developer filed a lawsuit challenging the denial of the project. That lawsuit has now been dismissed and basically the court has affirmed that the city has followed its processes.

Chairman Campbell asked how much the appeal cost the city taxpayers, to which Ms. Golden replied it was not very much since the City Attorney filed the motion to dismiss.

Ms. Golden then updated the board on some other items.

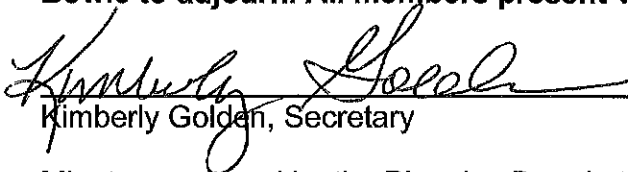
- Staff are looking forward to bringing the site plan for a new Texas Roadhouse very soon.
- Fire Station #4 will have its Grand Opening on Saturday, February 24, 2024, at 10:00 AM.
- The Sports Illustrated Hotel is working a deal with Lagoonfest. It is a 5-story, 5-star hotel that will have the Sports Illustrated theme. They are basically going to recast the Crystal Lagoon District to be in line with that particular branding. It's a little bit different than what has been brought forward previously, but staff are looking to see if it will need a PUD amendment. A site plan has not been submitted yet, but Ms. Golden is looking forward to receiving it and dealing with it expeditiously.

ITEM NO. 7 OTHER BUSINESS (Any conceptual development proposal requesting to come before the Planning Board)

Before adjourning the meeting Commissioner Thelma Bowie asked if there was any news about a grocery store in the Lago Mar area. Ms. Golden replied that staff have been in conversations with Lago Mar, who has been in conversations with a large anchor store that also sells gasoline, and this is all she is allowed to say. Ms. Golden added that staff had a very productive meeting with Lago Mar's design team the week before about how to expedite the platting process so that a sale could be closed quickly. After that, maybe they will tell staff who the anchor store is.

Ms. Golden also informed everyone that there is a possibility that there will be a joint workshop with the Zoning Commission on another big project, but there is no scheduled date yet.

Chairman Dickey Campbell asked if there was any other business to which there was none. **A motion was made by Commissioner Jami Clark/Commissioner Thelma Bowie to adjourn. All members present voted aye.**



 Kimberly Golden, Secretary Date

Minutes approved by the Planning Board at its meeting on 03/18/2024.

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

This **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into as of March 20, 2024, by and between **THE CITY OF TEXAS CITY, TEXAS**, a municipal corporation and home-rule city of the State of Texas (the "City"), and **HERON'S LANDING DEVELOPMENT, LLC**, a Texas limited liability company (the "Developer").

Article I
RECITALS:

1.01. Developer has heretofore acquired that certain approximately 65.4-acre tract of real property located in Galveston County, Texas, more fully described on Exhibit "A" attached hereto and incorporated herein (the "Property"), and the City has approved its application for a planned unit development (the "PUD") for the Property attached on Exhibit 'B'.

1.02. Heron's Landing Development, LLC is the successor in interest to Galveston Bay Investors, LLC, the named Developer in the Original PUD and Development Agreement. The Assignment was for Developer's convenience and is not intended to relieve developer of any obligations of the PUD or Developer Agreement, as originally approved and executed.

1.03. Developer intends to utilize the Property to develop approximately 204 single-family residential lots in accordance with the PUD, the zoning code and all applicable City codes and ordinances.

1.04. The City has determined that agreeing to the terms set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business in the City.

1.05. The terms "City", "Developer", "District", "PUD", and "Property" shall have the meanings provided for them in the Recitals hereinabove.

Article II
AGREEMENT:

NOW, THEREFORE, for good and valuable consideration and the mutual covenants set forth herein, Developer and the City contract and hereby agree as follows:

2.01 Access. The development of the Property requires access from both 9th Street North through a portion of Reserve B of Pelican Harbour Phase 1 ("Reserve B") and from the north end of Pelican Harbour Drive.

2.02 Annexation. The City has heretofore consented to the annexation of Section 1 and Section 2 of the Property into Galveston County Municipal Utility District #31 ("MUD #31") and said Sections have heretofore been annexed into MUD #31. The Developer represents that no

other portion of the Property (other than said Sections 1 and 2) have been annexed into MUD #31. The City will, hereafter, consent to the annexation of the remainder of the Property (i.e., all Sections other than said Sections 1 and 2) into Galveston County Municipal Utility District #79 ("MUD #79") by section as each section receives final plat approval, within 30 days of said approval, and will execute all such documentation and take all such action as may be reasonably requested by Developer or said District in connection therewith. The use and development of said Sections of the Property before and after annexation into MUD #79 shall conform with the PUD and to development standards reasonably necessary to Developer.

2.03 Anti-Drilling. All property within the PUD shall be considered a "residence" for the purposes of City of Texas City, Texas, Code of Ordinances, Sec 120.27.001 for Texas City. No permit may be issued for any oil or gas well to be drilled at any location which is nearer than 600 feet of the PUD. Any well shall be in accordance with State law.

2.04 Infrastructure. The City will reserve sufficient utility capacity to serve all the single-family residences constructed within the PUD. Upon completion of construction of the utilities and streets (the "Infrastructure") per City standards, the City will accept, own, and maintain the Infrastructure.

Article III

OBLIGATIONS OF THE DEVELOPER:

3.01 Maintenance of certain improvements. The Developer agrees to form one or more property owners' association(s), which shall have as one of its/their stated purposes to permanently maintain through assessments all lakes, ponds, and other detention facilities, parks and recreation facilities, landscaping, and monumentation developed as part of the project (the "Non-City Improvements"). The Developer acknowledges and agrees that the Non-City Improvements will be maintained by the property owners' association(s) serving the Property, as appropriate, and the City shall never have the responsibility to own, operate or maintain the Non-City Improvements.

3.02 Dry Utilities. The Developer agrees that all dry utilities, such as electric, gas, telephone, and cable, shall be placed underground throughout the Property; provided, however, that "three-phase" power lines may be elevated and may be placed in easements along the perimeter of the Property to serve the Property. Unless otherwise approved by the City and the Developer and unless no reasonable alternative is available to the power provider for the location of said poles, no elevated three-phase power or larger poles may be placed along any major roads or highways. The Developer agrees that the public street light poles throughout the Project shall be galvanized metal or concrete; provided, however, the Developer may use light poles made out of material that is of a higher quality than concrete, as determined by the Mayor or his designee. Decorative and specialty light poles are acceptable on private property and along private streets; provided, however, that the City shall never be responsible for maintenance of such light poles.

3.03 Property Values. The Developer recognizes that a significant portion of the City's consideration for entering into this Agreement and consenting to the creation of the PUD is the Developer's representations that it would achieve an average home value of \$200,000 (the "Target Value"). Prior to the City approving the permits for construction of the 135th home of the project,

the average single family home value must meet or exceed the Target Value in accordance with the Galveston County Appraisal District rolls, builders' sales contracts, or any other documented means.

3.04 25th Avenue Traffic Control Facilities. The Developer agrees to provide to the City the lesser of (a) \$150,000 or (b) 50% of the total cost for the engineering design and construction of traffic control facilities at the intersection of 25th Avenue and 9th Street (the "Traffic Signal"). The Traffic Signal shall be constructed, owned, operated, and maintained by the City. The City agrees to (i) commence construction of the Traffic Signal within 12 months of receipt of the Traffic Signal funding, and (ii) use its best efforts to complete such construction within an additional 12 months after commencement. The Traffic Signal funding shall be paid to the City upon issuance of the 168th home construction permit for the subdivision.

3.05 Development Covenants. The Developer agrees to adopt deed restrictions and other restrictive covenants, and promulgate the Developer's guidelines regarding development standards, consistent with the PUD, the Zoning Code and any relevant City ordinances and regulations. The restrictive covenants will require that the residences consist of masonry on three (3) sides of the first floor for each residence. The Developer will provide copies of its residential deed restrictions and residential development covenants for each Section of the Property (on a Section-by-Section basis) to the City for review and comment by the Mayor or his designee no later than thirty (30) days prior to the closing on the sale of any lots in such Section to a homebuilder. The Developer agrees to require sub-developers to abide by the Developer's development standards and provide for enforcement mechanisms for restrictive covenants.

3.06 Notice. The Developer agrees to provide notice to the Mayor or his designee of any material proposed changes, amendments or revisions to the PUD, the Property, or the project prior to taking any action on such changes.

Article IV

TERM AND DEFAULT:

4.01 Term This Agreement shall be in effect as of the date set forth on the first page, hereof, and shall terminate 50 years thereafter, unless terminated earlier as specifically provided herein.

4.02 Default.

a. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

b. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged of the failure and shall demand performance. No breach of the

Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of such notice. Upon a breach of this Agreement, the non-defaulting Party shall be entitled to specific performance. Regardless of any other provision, neither Party shall be entitled to recover money damages for breach of this Agreement or a tort related to this Agreement. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

Article V

MISCELLANEOUS PROVISIONS:

5. Miscellaneous.

5.1 Approvals and consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

5.2 Address and notice. Any notice to be given under this Agreement shall be given in writing, addressed to the party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested; by messenger delivery; or by email transmission. Notice deposited by mail shall be effective three days after posting. Notice given in any other manner shall be effective upon receipt by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City Engineer - City of Texas City
7800 Emmett F Lowry Expressway
Texas City, Texas 77591
Attn: Kim Golden
Email: kgolden@texascitytx.gov

With a copy to:

City Attorney - City of Texas City
1801 9th Avenue N
Texas City, Texas 77590
Attn: Kyle Dickson
Email: kdickson@texascitytx.gov

If to the Developer, to:

Heron's Landing Development, LLC
11210 Blume Ave, Suite 200
Houston, TX 77034
Attn: Jerry LeBlanc, Jr.
Email: jleblanc@binnacledevelopment.com

With a copy to:

Hoover Slovacek LLP
5151 Westheimer, Suite 1200
Houston, Texas 77056
Attn: Greg A. Savage
Email: savage@hooverslovacek.com

The parties shall have the right from time to time to change their respective addresses by giving at least 10 days' written notice of such change to the other party.

5.3 *Assignment.* This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Developer shall give notice immediately to the City of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Developer's successors and assigns.

5.4 *Nonwaiver of Rights.* By entering this Agreement, neither Developer nor the City waive any rights granted under any laws, nor do they make any admissions regarding the subject matter of this Agreement. Each party specifically reserves any and all rights to pursue any action or remedy to protect its interests and rights

5.5 *Reservation of rights.* All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

5.6 *Venue.* This Agreement shall be construed in accordance with the

laws of the State of Texas and shall be performable in Galveston County, Texas.

5.7 *Merger.* This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

5.8 *Modification; exhibit.* This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The exhibits attached to this Agreement are incorporated by this reference for all purposes.

5.9 *Captions.* The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

5.10 *Interpretations.* This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.11 *Severability.* If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

5.12 *Parties-in-interest.* This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

5.13 *Counterparts.* This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Telefaxed or scanned-emailed copies of this signed Agreement shall be binding and effective as an original.

5.14 *Authority to Execute.* The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.15 *Incorporation of Recitals.* The Recitals above are incorporated herein as if repeated verbatim.

5.16 *Amendment and Restatement.* This Agreement amends, restates, supersedes and replaces that certain Development Agreement, dated October 7, 2015, between the City and Developer's predecessor-in-interest, Galveston Bay Investors, LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first given above.

CITY OF TEXAS CITY, TEXAS

By: _____
Dedrick D. Johnson, Mayor

HERON'S LANDING DEVELOPMENT, LLC

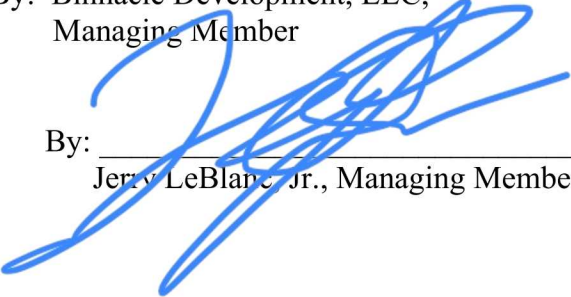
By: Binnacle Development, LLC,
Managing Member

By: _____
Jerry LeBlanc Jr., Managing Member

Exhibit "B"



SEC 4
 32 LOTS
 (TYP. 60'x120')
 12 LOTS
 (TYP. 70'x120')
 ±13.8 Ac.

SEC 3
 28 LOTS
 (TYP. 50'x120')
 8 LOTS
 (TYP. 60'x120')
 ±9.0 Ac.

FUTURE SECTIONS
 63 LOTS
 (TYP. 50'x120')
 49 LOTS
 (TYP. 60'x120')
 12 LOTS
 (TYP. 70'x120')
 ±31.0 Ac.

LOT SUMMARY

50' x 120'	91 LOTS	4.4%
60' x 120'	89 LOTS	4.4%
70' x 120'	24 LOTS	1.2%
TOTAL 204 LOTS		

a schematic development plan for
HERONS LANDING
 ± 65.4 ACRES OF LAND
 Prepared for
TEJAS ENGINEERING

META
 PLANNING + DESIGN
 24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422
 MTA-1572
 DECEMBER 20, 2023

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ZONING COMMISSION MARCH 5, 2024

The Zoning Commission of the City of Texas City met in a regular meeting on Tuesday, March 5, 2024, at 5:15 p.m. Zoning Commission members present: Chairman Perry O'Brien, Aric Owens, Commissioner Thelma Bowie and Alternate Member Lisa Salinas. Staff members present were: Kimberly Golden and Veronica Carreon. Guests were: David Smith, Jerry LeBlanc, Manuel De La Cerda, Kimberly Brown, Corey Whitley, Teresa Brautigam, Norman Reed, Steve Herrera and Raymond Bennett.

Chairman O'Brien indicated a quorum was present and called the meeting to order.

1) APPROVAL OF MINUTES

A motion to approve the minutes of January 16, 2024, was made by Commissioner Thelma Bowie/Alternate Member Lisa Salinas. All other members present voted aye.

2) PUBLIC COMMENTS

Kimberly Brown submitted a Request to Address Commission regarding the proposed amendment for Heron's Landing. Chairman Perry O'Brien asked if she would like to speak now or after the presentation to which Ms. Brown replied that she would hear the presentation first and then ask questions.

Mr. David Smith also submitted a Request to Address Commission regarding the proposed amendment for Heron's Landing. Mr. Smith stated he would also like to hear the presentation and then ask questions.

3) PUBLIC HEARING

a. Heron's Landing Development requests approval of amendments to Heron's Landing Planned Unit Development Application, Masterplan and Development Agreement.

Ms. Kim Golden stated this is a proposed amendment to the Planned Unit Development (PUD) which is already in existence in the subdivision. The original PUD received Preliminary Zoning Approval from City Commission on August 19, 2015. At that time, it was upon recommendation from the Planning Board at its meeting on July 6, 2015. The Zoning Commission also held a Public Hearing on July 21, 2015. This is a long way of saying that the original PUD was approved in the correct process.

Now that it is 9 years later, some things have changed. The Developer has come forward to memorializing those changes and the amendments go through the same process as the original PUD.

It is very important for everyone in attendance to know that these changes don't impact Sections 1 and 2 of Heron's Landing. Only Section 3 and the remaining sections of the PUD which have not yet been built will be covered by these amendments. Also, these amendments have been reviewed by the Planning Board and have been brought to the

Zoning Commission with the recommendation for approval without objections by members of the Planning Board.

A Public Hearing Notice was mailed USPS CMRRR to 68 property owners which would be the property owners within 200' of the area being impacted by the application. Staff did not receive any responses in support of or opposition to the application.

The proposed revisions in the PUD recognize Heron's Landing Development, LLC is the developer instead of Galveston Bay Investors as presented in the original PUD. This is important because the City's ordinances require the applicant bringing forth the PUD to have a proprietary interest. There is no evidence that Galveston Bay Investors ever had a proprietary interest in Heron's Landing. According to public records, it still does not have an interest.

The amendment is also revising the boundary of the PUD and updating the Master Plan, which is attached as Exhibit C. A copy of the original land plan was shown to those assembled for comparison to the Updated Master Plan. The Updated Master Plan shows a detention area that's also going to be a park with amenities including a play feature. The density of the updated master plan is essentially unchanged and the lot mix fairly unchanged. The amendment also clarifies the amenities required to be provided for a playground and other improvements to the common areas.

The updates to the Development Agreement are 1) the name change of Heron's Landing Development, LLC as the developer instead of Galveston Bay Investors, which is being recognized; 2) the annexation will also be changed from GCMUD 31 to GCMUD 79; 3) changing the requirement to verify the achievement of an average home value of \$200,000 from the 200th building permit to the 135th permit; 4) changing the requirement for when the funding of a traffic signal on 25th Avenue North & 9th Street North from the 250th building permit to the 168th building permit; 5) clarifying the Development Covenants to specify residences to consist of masonry on three sides of the first floor of each residence; and 6) updating the names and addresses for receipts of notices.

These proposed changes are in line with the character of the original PUD. It is basically updating the original plan and agreement with the Developer to align with the actual development as it has unfolded during the nine (9) years of development. The amendments come to the Zoning Commission with recommendation from staff and from the Planning Board for approval.

Chairman Perry O'Brien questioned that there are no zoning changes taking place. Ms. Golden replied that the PUD is a zone and that some of the details are being changed, but it will still be a PUD. Chairman O'Brien asked for clarification about how the PUD is changing from the original. Ms. Golden replied that it is somewhat changing the 1) number of lots; 2) the arrangement of the lots; 3) how much green space there is going to be; and 4) the development timeline has been updated.

Chairman O'Brien then stated that this is not a zoning change, but an update to the PUD, to which Ms. Golden replied that is correct - staff is taking it through the same process as if it were a zoning change as required by the Zoning Ordinance.

Alternate Member Aric Owens then asked why the MUD is changing from GCMUD 31 to GCMUD 79. Ms. Golden replied that GCMUD 31 is older than GCMUD 79. She spoke

with the MUD lawyers and engineers and the best practice to get a reasonable tax rate is to have all of the houses in the MUD about the same age. From time to time there is some pushback from the MUD boards on the idea of having new houses come in when there are already some older houses in place. The new homeowners feel like they are paying for the prior residences stuff or vice versa. Chairman O'Brien stated this is typical in the maturity of houses, to which Ms. Golden stated that is close.

Chairman O'Brien then stated he noticed a change regarding the detention pond. Ms. Golden explained the land remaining in the PUD District to be developed is low and needs dirt to build it up to the required elevation to build houses. So, the pond is dug out to provide the dirt required. The ponds are not dug out because there is a need for detention.

Jerry LeBlanc agreed with Ms. Golden but added that Swallow's Meadow also drains onto this property. This has caused them to struggle with Sections 1, 2 and 3 as built. They have backlot interceptors that accept the flow from Swallow's Meadow. These devices have to be maintained by the HOA.

Chairman O'Brien asked if there was any additional presentation to be heard.

Mr. LeBlanc stated that the main items they are changing in the PUD are enhancing the subdivision, creating more amenities, more open space, keeping the lot size mix the same, adding more restrictions on the masonry content, and installing the traffic light sooner. Everything in this PUD costs more but is adding to the development of Heron's Landing.

Chairman O'Brien then reiterated that this is not a zoning change, but a clarification and revision to update and bring the PUD more into compliant with the correct names in place, and the correct titles of the company in place. He asked if this was correct, to which Ms. Golden replied that is correct. With that being said, Mr. O'Brien stated when they are done today, they are going to either agree with the recommendation from the Planning Board and agree with the comments that staff have also made or disagree. Ms. Golden replied that the Zoning Commission is making a recommendation to the City Commission, to either approve or deny the amendments, to which Mr. O'Brien agreed.

There were no further questions, to which a motion was made by Aric Owens/Commissioner Thelma Bowie to open the Public Hearing. All other members voted aye.

- Chairman O'Brien called upon Ms. Kimberly Brown (1426 29th Avenue North) to address the Commission.

Ms. Brown stated she did not understand the verbiage regarding a PUD or MUD but added that she has been in her house for 24 years and asked what the property was zoned before it was Heron's Landing. Ms. Golden replied that it was most likely Single Family Residential and then changed to a PUD.

Chairman O'Brien asked Ms. Brown to indicate where she lives on the exhibit. After indicating her property, Ms. Brown stated that she is concerned about where the water will drain to from houses being built behind her. She stated that her house has never flooded, and she is concerned about this.

Chairman O'Brien asked Ms. Brown whether she had any other issues or concerns to mention. She stated she had a concern about traffic but that was answered when the installation of the traffic light was stated.

Mr. Jerry LeBlanc added that one of the good things about this area is that flood insurance is not required due to the levy system. In Sections 1 and 2 they actually brought fill dirt in from outside the levy. They decreased the level of the levy by bringing in the fill dirt. Additional dirt will not be brought in. They are moving dirt from one area to another. The detention pond will drain due north into the rainwater canal. The rainwater canal then flows east into the pump station and then pumped into Moses Lake. This is actually better than what was originally put in place.

- Mr. David Smith (1402 29th Avenue North) indicated his property. He stated that he has no opposition to the amendments, but his concern is will there be a spillover. Mr. Steve Herrera replied that there will not be any spillover. There are some emergency swales to the north.

Mr. Smith then asked if the elevations would be the same as what is in The Islands, to which Mr. LeBlanc replied they are using the same elevations that are in Sections 1 and 2 and following the city's requirements of 7' minimum finished floor elevation.

Mr. Smith then asked about the maintenance of the property around the detention pond, to which Mr. LeBlanc replied that the MUD would be responsible.

- Mr. Manuel De La Cerda (1318 29th Avenue North) stated that because of what he experienced during Hurricane Harvey he is concerned because his property is low, and he has a lot of trees against his fence line. He is concerned about keeping the creek behind his property as a retention pond. He asked if the trees behind his fence would remain in place.

Mr. LeBlanc replied that Heron's Landing cannot be raised to the same height as The Islands. He added that they may not keep the canal behind Mr. De La Cerda's property, but they are currently and will continue to accept Heron's Landing's water.

Mr. De La Cerda then asked where the fence line for the new homes would be and will there be a gap between the fences. Mr. LeBlanc replied that the builder would build the fence on the property lines but would work out any issues on an individual basis.

- Mr. Norman Reed stated he owns the property on the west boundary of Heron's Landing and is very much in favor of this project. The drainage is very much improved with the onsite detention pond. He believes that traffic will flow much nicer.

Mr. De La Cerda added that he has never heard of anyone putting in any traffic lights in the neighborhood. Mr. LeBlanc replied that the light would be installed where the current flashing light is located at 25th Avenue North and 9th Street North.

- Ms. Teresa Brautigam (1206 29th Avenue North) stated that she has concerns about flooding. She has listened to the developer say there will be no flooding, but every time it rains there is water at her fence line. She also has a gate leading to the Heron's Landing property and is concerned about the new fence line. She asked about the amenities that will be provided and is concerned about strangers having access to her backyard via the gate. She added that she was told by her real estate agent that nobody would ever build behind her and she is going to lose her wonderful view. Mr. LeBlanc replied that they are enhancing the land plan behind her, not trying to ruin her view.
- Mr. Raymond Bennett (1426 29th Avenue North) asked about the collectors in phase 1 and 2. He understands where the drainage will go, but asked where else the collectors would go. Mr. LeBlanc replied that the collectors are open swales that drain into the canal.
- Mr. Corey Whitley (1014 White Willow Drive) stated he is located in the existing section of Heron's Landing right next to the new sections and has no bulkhead, so he has lost dirt and his property slopes down at the property line. A lot of dirt has washed away from his property so his property slopes before it gets to his fence. There is nothing he can do to correct this because of the way it slopes and the property next to him is so low. Mr. Reed stated that he will go by and take a look at Mr. Whitley's property. Mr. Whitley asked whether when the new section is filled if it would be possible for his property to be filled back in. Mr. Reed replied that his property and Section 4 behind him would match up.

There were no questions or further discussion, to which a motion was made by Aric Owens/Commissioner Thelma Bowie to close the Public Hearing. All other members voted aye.

- 4) Consider and take action on the recommendation to approve amendments to the PUD Application, Masterplan, and Development Agreement for Heron's Landing Subdivision. Located north of Swallows Meadow Subdivision and west of Pelican Harbour Subdivision.**

After presentation, a motion was made by Commissioner Thelma Bowie/Aric Roberts to recommend approving the amendments to Heron's Landing Planned Development Application, Master Plan and Development Agreement. All other members present voted aye.

5) GENERAL UPDATES

Ms. Golden stated that staff is working to update the current zoning map, which is a PDF map and not user friendly when searching for the zoning designation of a specific

property. Work is underway to upgrade the zoning map to a GIS based web-map so a search can be made for a property by address. The map will take you to the property and tell you what the zoning is and will also include a link to the zoning ordinance to review what can be done in that district. There is also a link to let someone know what the Gateway Overlay District is and what is required. When ready to use, this will be an easier way for the public to find out how a property is zoned, or the uses allowed in each zone. The web-based zoning map was demonstrated for the Zoning Commission.

OTHER BUSINESS (Any conceptual development proposal requesting to come before the Zoning Commission)

Chairman O'Brien asked if there was any other business to which there was none. **A motion was made by Commissioner Thelma Bowie/Aric Owens to adjourn. All members present voted aye.**

Kimberly Golden, Secretary

Date

Minutes approved by the Planning Board at its meeting on _____.

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 04/03/2024

Heron's Landing Subdivision - Preliminary Zoning Approval - Consider and take action on the recommendation to approve amendments to the PUD Application, Masterplan, and Development Agreement for Heron's Landing 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 request from Heron's Landing Development, LLC to approve amendments to the PUD Application, Master Plan Updates, and amendments to the Development Agreement for Heron's Landing Subdivision. The subdivision is located north of Swallows Meadow Subdivision and west of Pelican Harbour Subdivision.

BACKGROUND (Brief Summary)

Heron's Landing Subdivision is a master planned community which received preliminary zoning approval from the City Commission on August 19, 2015, upon recommendation from the Planning Board at its meeting on July 6, 2015. The Zoning Commission held a public hearing on July 21, 2015, on the original application for PUD rezoning and voted 2-1 to recommend approval to the City Commission. The original application as approved by the City Commission proposed to develop 304 lots on 87 acres. The original application proposed a lot mix of 39% 50ft lots, 52% 60ft lots, and 9% 70ft lots. Sections 1 and 2 have been developed in accordance with the original PUD application as approved. These sections produced 72 lots.

Sections 1 and 2 are not impacted by the Amended PUD.

Proposed revisions to the PUD and Master Plan: The amendment is updating the original PUD application as follows: (1) recognizing Heron's Landing Development, LLC as the developer instead of Galveston Bay Investors as presented in the original PUD; (2) revising the boundary of the PUD to include only the property in which the developer has a proprietary interest as required by Texas City Ordinances; (3) updating the Master Plan with the overall land plan attached as Exhibit C; (4) clarifying the required amenities as provided in Exhibit D with; and updating the Development Schedule as provided in Exhibit E. The revised application proposes to develop 204 lots on 65.4 acres. The revised Master Plan presents a lot mix which is slightly different but remains consistent with the character of the original PUD and the sections which have already been developed. The revised lot mix is 45% 50ft lots; 44% 60ft lots; 12% 70ft lots. See comparison on Exhibit F. The revised Master Plan is adding a detention pond with green space and a playground with play feature. The original PUD provided for only 1.2710 acres open space located in the area which is being designated Section 4 of the revised Master Plan. The open space is being reduced to approximate 0.5-acre open space in Section 4, but an additional approximate 10.2 acres of park space is being added to include the detention pond and a few small future reserves. The density of the amended PUD is calculated as 3.1 lots/acres which is less than the density of 3.5 lots/acre in the original PUD.

Proposed revisions to the Development Agreement: The Development Agreement is being amended as follows: (1) recognizing Heron's Landing Development LLC as the developer instead of Galveston Bay Investors; (2) changing annexation from GCMUD 31 to GCMUD 79 and providing that consent will be given by section as final plats are approved; (3) changing the requirement to verify the achievement of an average home value of \$200,000 from the 200th building permit to the 135th permit; (4) changing the requirement to provide funding for a traffic signal on 25th Avenue N from the 250th building permit to the 168th building permit; (5) clarifying the Development Covenants to specify residences to consist of masonry on three sides of the first floor of each residence; and (6) updating the names and addresses for receipt of notices.

RECOMMENDATION

The Planning Board voted at its regular meeting on February 19, 2024 (4-0) to recommend approval of the Amendment to the PUD, Master Plan update and amendment to the Development Agreement to the Zoning Commission.

The Zoning Commission held a public hearing and voted at its regular meeting on March 5, 2024 (4-0) to recommend approval of the Amendment to the PUD, Master Plan update and amendment to the Development Agreement to the City Commission.

Staff comments have been addressed and there are no objections presented to the approval of the amendments to the PUD and Development agreement and update of the Master Plan.

The amendments to the PUD application and to the Development Agreement are updating both to current conditions and reconciling to the current ordinances. The amendments are maintaining the character of the PUD as originally approved and remaining consistent with the expectations presented to the current residential owners residing in Sections 1 and 2. The amendments are also updating and clarifying the amenities to be provided and schedule for same. An updated Development Schedule is also provided and incorporated into the PUD as amended.

Fiscal Impact

Attachments

Staff Report for Herons Landing PUD Amendment
Herons Landing Amended PUD Application
Assignment of Development Agreement - signed - February 2024
Herons Landing Original Land Plan
02-19-2024 PB Minutes
Amended and Restated Development Agreement - signed
3-5-24 ZC Minutes

CITY OF TEXAS CITY, TEXAS

ENGINEERING & PLANNING • OFFICE (409) 643-5936



Mayor:
Dedrick Johnson

Commissioners:
Thelma Bowie
Abel Garza Jr.
DeAndre' Knoxson
Felix Herrera
Dorthea Jones Pointer
Jami Clark

TO: Planning Board – February 19, 2024
FROM: Kim Golden, P.E., City Engineer
CC: Doug Kneupper, P.E.
DATE: February 15, 2024
RE: Heron's Landing Subdivision – Amendments to PUD Application, Master Plan and Development Agreement

Background: Heron's Landing Subdivision is a master planned community which received preliminary zoning approval on August 19, 2015, upon recommendation from the Planning Board at its meeting on July 6, 2015. The Zoning Commission held a public hearing on July 21, 2015, on the original application for PUD rezoning and voted 2-1 to recommend approval to the City Commission. The original application as approved by the City Commission proposed to develop 304 lots on 87 acres. The original application proposed a lot mix of 39% 50ft lots, 52% 60ft lots, and 9% 70ft lots.

Sections 1 and 2 have been developed in accordance with the original PUD application as approved. These sections produced 72 lots. Sections 1 and 2 are not impacted by the Amended PUD.

Proposed revisions to the PUD and Master Plan: The amendment is updating the original PUD application as follows: (1) recognizing Heron's Landing Development, LLC as the developer instead of Galveston Bay Investors as presented in the original PUD; (2) revising the boundary of the PUD to include only the property in which the developer has a proprietary interest as required by Texas City Ordinances; (3) updating the Master Plan with the overall land plan attached as Exhibit C; and (4) clarifying the required amenities as provided in Exhibit D with updated Development Schedule in Exhibit E.

The revised application proposes to develop 204 lots on 65.4 acres. The revised Master Plan presents a lot mix which is slightly different but remains consistent with the character of the original PUD and the sections which have already been developed. The revised lot mix is 45% 50ft lots; 44% 60ft lots; 12% 70ft lots. See comparison on Exhibit F.

The revised Master Plan is adding a detention pond with green space and a playground with play feature. The original PUD provided for only 1.2710 acres open space located in the area which is being designated Section 4 of the revised Master Plan. The open space is being reduced to approximate 0.5-acre open space in Section 4, but an

"QPS – Quality Public Service"

additional approximate 10.2 acres of park space is being added to include the detention pond and a few small future reserves. The density of the amended PUD is calculated as 3.1 lots/acre which is less than the density of 3.5 lots/acre in the original PUD.

Proposed revisions to the Development Agreement: The Development Agreement is being amended as follows: (1) recognizing Heron's Landing Development LLC as the developer instead of Galveston Bay Investors; (2) changing annexation from GCMUD 31 to GCMUD 79 and providing that consent will be given as sections are platted; (3) changing the requirement to verify the achievement of an average home value of \$200,000 from the 200th building permit to the 135th permit; (4) changing the requirement to provide funding for a traffic signal on 25th Avenue N from the 250th building permit to the 168th building permit; (5) clarifying the Development Covenants to specify residences to consist of masonry on three sides of the first floor of each residence; and (6) updating the names and addresses for receipt of notices.

Staff analysis and recommendation: The amendments to the PUD application and to the Development Agreement are updating both to current conditions and reconciling to the current ordinances. The amendments are maintaining the character of the PUD as originally approved and remaining consistent with the expectations presented to the current residential owners residing in Sections 1 and 2. The amendments are also updating and clarifying the amenities to be provided and schedule for same. An updated Development Schedule is also provided and incorporated into the PUD as amended.

Staff comments have been addressed and there are no objections presented to the approval of the amendments to the PUD and Development agreement and update of the Master Plan. All should be recommended to the Zoning Commission and the City Commission for approvals.

HERON'S LANDING

AMENDED PUD APPLICATION

Prepared for:
City of Texas City

February 2024

Prepared by:



10377 Stella Link Road, Houston TX 77025

Ph: 713-942-2700

www.as-engineers.com

Texas Engineering Registration No. F-000802

Texas City Amended PUD Application

The following application is submitted under Section 160.050 District I (PUD), Planned Unit Development. This amendment is being submitted to update the following items from the PUD originally approved in 2015:

1. Reassignment of PUD
2. Revised Boundary Survey
3. Overall Land Plan as shown in Exhibit "C"
4. Amenities as shown in Exhibit "D"

Project

Heron's Landing Development, LLC, (the "Developer"), as the successor to Galveston Bay Investors, LLC, the original applicant of named development, intends to develop an 65.4-acre on 9th Street North in Texas City (the "City"), immediately west of the Pelican Harbour development and north of Swallows Meadow and The Islands. Upon completion, the community will consist of approximately 204 single-family homes ranging in price from the low \$200,000s to over \$300,000, with lot sizes ranging from 50'x120' to 70'x120'. Developer is submitting this application to update the parameters of development for the community and the obligations of the Developer and the City. See Exhibit "F" which compares the land plan changes to the original PUD.

Project Details

1. The site is located west of 9th Street North, south and east of the rainwater canal, and north of Swallows Meadow and The Islands (see attached maps "Exhibit A" and survey "Exhibit B").
2. The development will consist of approximately 204 single family lots, ranging from 6,000 square feet to over 8,400 square feet, upon which will be built homes expected to range from \$200,000 to over \$300,000. Typical lot sizes for interior lots will be 50'x120' and 60'x120' for interior lots, while the lots to the north bordering the rainwater canal will be 60 to 70' wide (see attached land plan "Exhibit C"). The community will include walking/jogging trails through the center of the property, a park with play features, and landscaped entry reserves.
3. The amended PUD proposes approximately 204 lots on 65.4 acres compared to the original PUD, which proposed 304 lots on 87 acres. A comparison of the lot mix is shown on Exhibit "F".

4. There will be no non-residential uses.
5. All home construction will be standard one- and two-story dimensions, not exceeding 36 feet in height.
6. The property has slight elevation changes, all of which will be leveled during the development process. The property will drain to the north, into the rainwater canal.
7. All of the property is above the 100-year floodplain; there are no jurisdictional wetlands within the property boundaries.
8. Heron's Landing Section 3 consists of 36 lots. Section 4 consists of 44 lots. The remaining 124 lots will be developed based upon market conditions. All use will be single-family residential.

Developer Obligations

Upon adoption of the PUD, Developer will commit to the following:

1. At a minimum Developer will provide green space/trails as delineated in "Exhibit D."
2. Before any housing units are constructed, Developer will form a homeowners association ("HOA") covering all residential units in the PUD. The HOA will be responsible for all subdivision and common area maintenance.
3. Developer will commit that development and buildout will follow all Texas City ordinances and regulations.

City Obligations

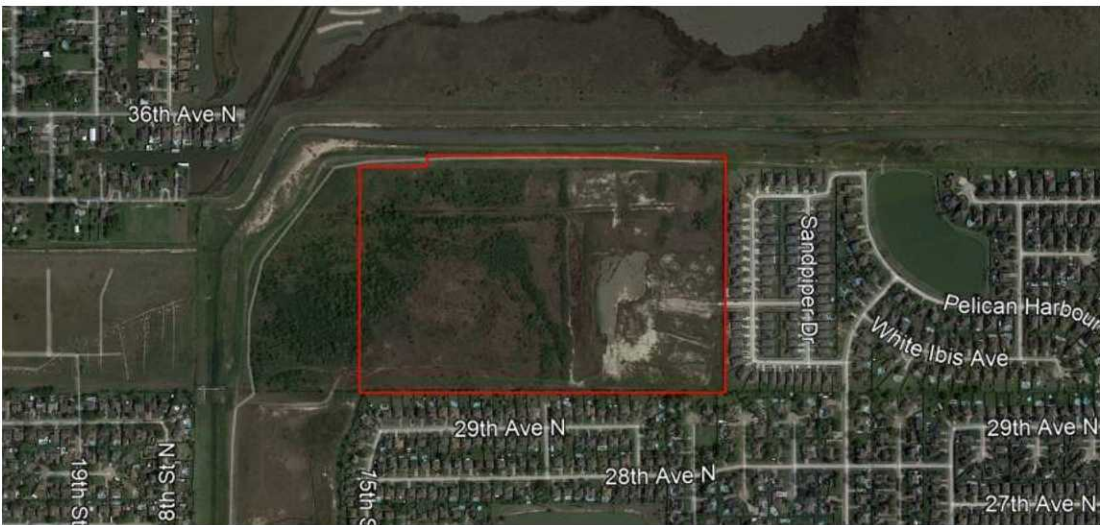
Upon adoption of the PUD, the City will approve the following:

1. The City will consent to annexation of the remainder of the 65.4 Ac property into Galveston County Municipal Utility District #79 instead of Galveston County Municipal Utility District #31 as provided in the original PUD. Section 1 and Section 2 will remain annexed into Galveston County Municipal Utility District #31. The city will consent to annexation per the conditions set forth by the Development Agreement.
2. The PUD will incorporate provisions to prohibit drilling for any natural resources within the boundaries of the PUD.
3. The City will consent to vehicular and pedestrian access from 9th Street North onto and through the property.

Exhibits Attached & Incorporated into the Amended PUD

- **Exhibit A – Aerial Location Map**
- **Exhibit B – Survey & Metes and Bounds**
- **Exhibit C – Land Plan**
- **Exhibit D – Amenities Plan**
- **Exhibit E – Approximate Development Timeline**
- **Exhibit F – Lot Mix Table**

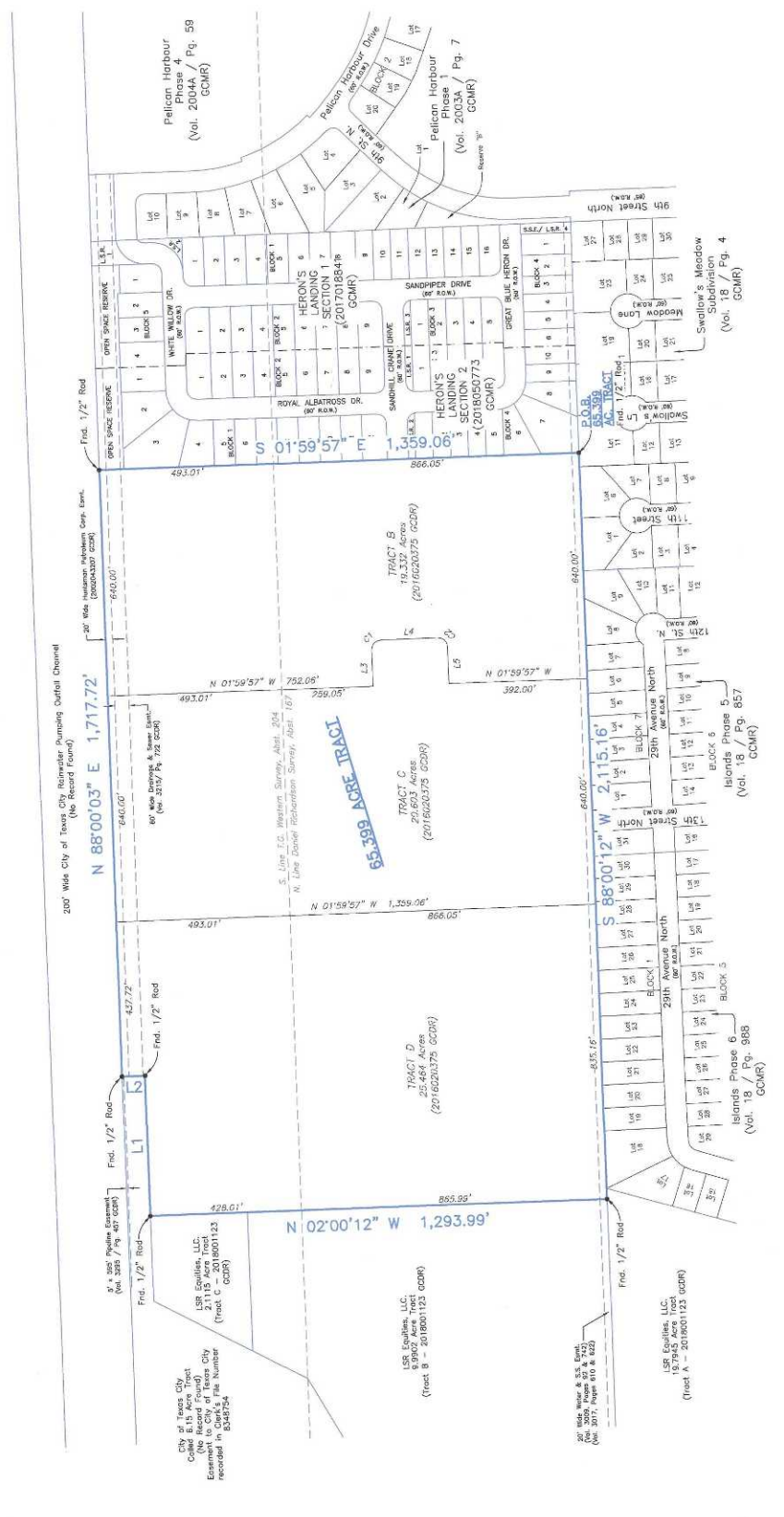
Exhibit A



Heron's Landing Development - 65.399 AC Tract Survey Land Records - As of January 2024

LINE BEARING	DISTANCE
L1 N 88°00'03" E	1,717.72'
L2 S 88°00'12" W	2,115.16'
L3 N 02°00'12" W	1,293.99'
L4 S 01°59'57" W	1,359.06'
L5 N 01°59'57" W	752.06'
L6 S 88°00'03" E	1,717.72'
L7 S 88°00'12" W	2,115.16'
L8 N 02°00'12" W	1,293.99'
L9 S 01°59'57" W	1,359.06'
L10 N 01°59'57" W	752.06'
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L12 S 88°00'12" W	2,115.16'
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L14 S 01°59'57" W	1,359.06'
L15 N 01°59'57" W	752.06'
L16 S 88°00'03" E	1,717.72'
L17 S 88°00'12" W	2,115.16'
L18 N 02°00'12" W	1,293.99'
L19 S 01°59'57" W	1,359.06'
L20 N 01°59'57" W	752.06'
L21 S 88°00'03" E	1,717.72'
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L23 N 02°00'12" W	1,293.99'
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L25 N 01°59'57" W	752.06'
L26 S 88°00'03" E	1,717.72'
L27 S 88°00'12" W	2,115.16'
L28 N 02°00'12" W	1,293.99'
L29 S 01°59'57" W	1,359.06'
L30 N 01°59'57" W	752.06'
L31 S 88°00'03" E	1,717.72'
L32 S 88°00'12" W	2,115.16'
L33 N 02°00'12" W	1,293.99'
L34 S 01°59'57" W	1,359.06'
L35 N 01°59'57" W	752.06'
L36 S 88°00'03" E	1,717.72'
L37 S 88°00'12" W	2,115.16'
L38 N 02°00'12" W	1,293.99'
L39 S 01°59'57" W	1,359.06'
L40 N 01°59'57" W	752.06'
L41 S 88°00'03" E	1,717.72'
L42 S 88°00'12" W	2,115.16'
L43 N 02°00'12" W	1,293.99'
L44 S 01°59'57" W	1,359.06'
L45 N 01°59'57" W	752.06'
L46 S 88°00'03" E	1,717.72'
L47 S 88°00'12" W	2,115.16'
L48 N 02°00'12" W	1,293.99'
L49 S 01°59'57" W	1,359.06'
L50 N 01°59'57" W	752.06'

CORNER	PAVEMENT	LENGTH	CLOSED	BEARING	DELTA ANGLE
C1	25.00'	38.27'	S	46°55'37" E	50°00'00"
C2	12.03'	18.27'	S	45°55'03" E	124°04'00"



Some of e 65,399 acre tract of land out of the T.C. Western Survey, Abstract No. 204, and the Daniel Richardson Survey, Abstract No. 167, situated in Galveston County, Texas, and being more particularly described by metes and bounds on attached Exhibit "A".

I hereby certify that on the above date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.



Stephen C. Blaskey
 Stephen C. Blaskey
 Registered Professional
 Land Surveyor No. 9566
 SURVEY DATE: JANUARY 11, 2024
 DRAWING NO: 024-2107-01-01-01
 DRAWING DATE: JULY 2024
 JOB NO: 24-001



LEAGUE CITY OFFICE
 208 HALSTON AVE., SUITE B LEAGUE CITY, TX 77558
 PHONE: 281-338-8888
 FAX: 281-338-8889
 MAILING: P.O. BOX 16142 GALVESTON, TX 77552

- NOTES:
- 1) This property does not lie within the 100 Year Flood Hazard Area as defined by the Federal Emergency Management Agency.
 - 2) This property is subject to any restrictions shown on the attached plat.
 - 3) Bearings based on Monumentation of North line of the Daniel Richardson Survey and Pelican Harbour Phase 1 Survey.
 - 4) Easement to Pelican Harbour Gas Company recorded in Volume 911, Page 668.
 - 5) Non-located easement to Pelican Harbour Gas Company recorded in Volume 911, Page 668.
 - 6) This survey is for the benefit of the title Commitment.

Exhibit B

Exhibit B



LEAGUE CITY OFFICE
Registration Number: 10193855
(281) 554-7739 www.hightidelandsurveying.com
200 HOUSTON AVE, SUITE B | LEAGUE CITY, TX 77573
Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

EXHIBIT "A"

Being a 65.399 acre tract of land out of the T.G. Western Survey, Abstract No. 204, and the Daniel Richardson Survey, Abstract No. 167, situated in Galveston County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of HERON'S LANDING, Section 2, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under Instrument No. 2018050773 in the Office of the County Clerk of Galveston County, Texas, said point also lying in the North line of SWALLOW'S MEADOW, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 4 in the Office of the County Clerk of Galveston County, Texas;

THENCE South 88°00'12" West along the North line of said SWALLOW'S MEADOW Subdivision, a distance of 2,115.16 feet to a point for corner, and a 1/2 inch rod found at the Southeast corner of a 9.9902 acre tract of land conveyed to LSR Equities, LLC. in deed recorded under Instrument No. 2018001123 in the Office of the County Clerk of Galveston County, Texas;

THENCE North 02°00'12" West along the East line of said 9.9902 acre LSR Equities tract, a distance of 1,293.99 feet to a point for corner, and a 1/2 inch rod found in the common line of the subject tract and a called 6.15 acre tract of land conveyed to the City of Texas City (no deed record found);

THENCE North 88°00'03" East along the common line of the subject tract and said 6.15 acre City of Texas City tract, a distance of 397.54 feet to a point for corner, and a 1/2 inch rod found at an interior corner of the subject tract and a Southeast corner of said 6.15 acre City of Texas City tract;

THENCE North 01°59'57" West along the common line of the subject tract and said 6.15 acre City of Texas City tract, a distance of 65.00 feet to a point for corner, and a 1/2 inch rod found in the South line of a tract of land commonly known as a 200 foot wide City of Texas City rainwater pumping outfall channel (no deed record found);

THENCE North 88°00'03" East along the South line of said outfall channel tract, a distance of 1,717.72 feet to a point for corner, and a 1/2 inch rod found at the Northwest corner of said HERON'S LAND, Section 2;

THENCE South 01°59'57" East along the West line of said HERON'S LANDING, Section 2, a distance of 1,359.06 feet to the POINT OF BEGINNING of the herein described tract, and containing 65.399 acres (2,848,818 square feet) of land, more or less.


Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856

SURVEY DATE:	JANUARY 11, 2024
FILE No.:	0204-0167-0000-000
DRAFTING:	JTK/BSH
JOB No.:	24-0017 A



NOTE:

Bearings based on Monumentation of North line of the Daniel Richardson Survey and South line of the T.G. Western Survey.

Exhibit C

METE PLANNING DESIGN
1000 WEST 10TH STREET



SEC 4
32 LOTS
(TYP. 60'x120')
12 LOTS
(TYP. 70'x120')
±13.9 AC.

SEC 3
28 LOTS
(TYP. 50'x120')
8 LOTS
(TYP. 60'x120')
±9.0 AC.

FUTURE SECTIONS
63 LOTS
(TYP. 50'x120')
49 LOTS
(TYP. 60'x120')
12 LOTS
(TYP. 70'x120')
±31.0 AC.

a schematic development plan for
HERONS LANDING
 ±65.4 ACRES OF LAND
 prepared for

TEJAS ENGINEERING

24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422
 METE PLANNING DESIGN
 DECEMBER 20, 2023



LOT SUMMARY

Lot Size	Count	Percentage
50' x 120'	91 LOTS	44%
60' x 120'	89 LOTS	44%
70' x 120'	24 LOTS	12%
TOTAL	204 LOTS	

THIS DRAWING IS A SCHEMATIC DEVELOPMENT PLAN FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR CONSTRUCTION. METE PLANNING DESIGN AND TEJAS ENGINEERING DO NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. NO WARRANTIES ARE MADE TO ANYONE REGARDING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. METE PLANNING DESIGN AND TEJAS ENGINEERING SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING. NO WARRANTIES ARE MADE TO ANYONE REGARDING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

© 2023 METE PLANNING DESIGN. ALL RIGHTS RESERVED.

METE PLANNING DESIGN

Exhibit D



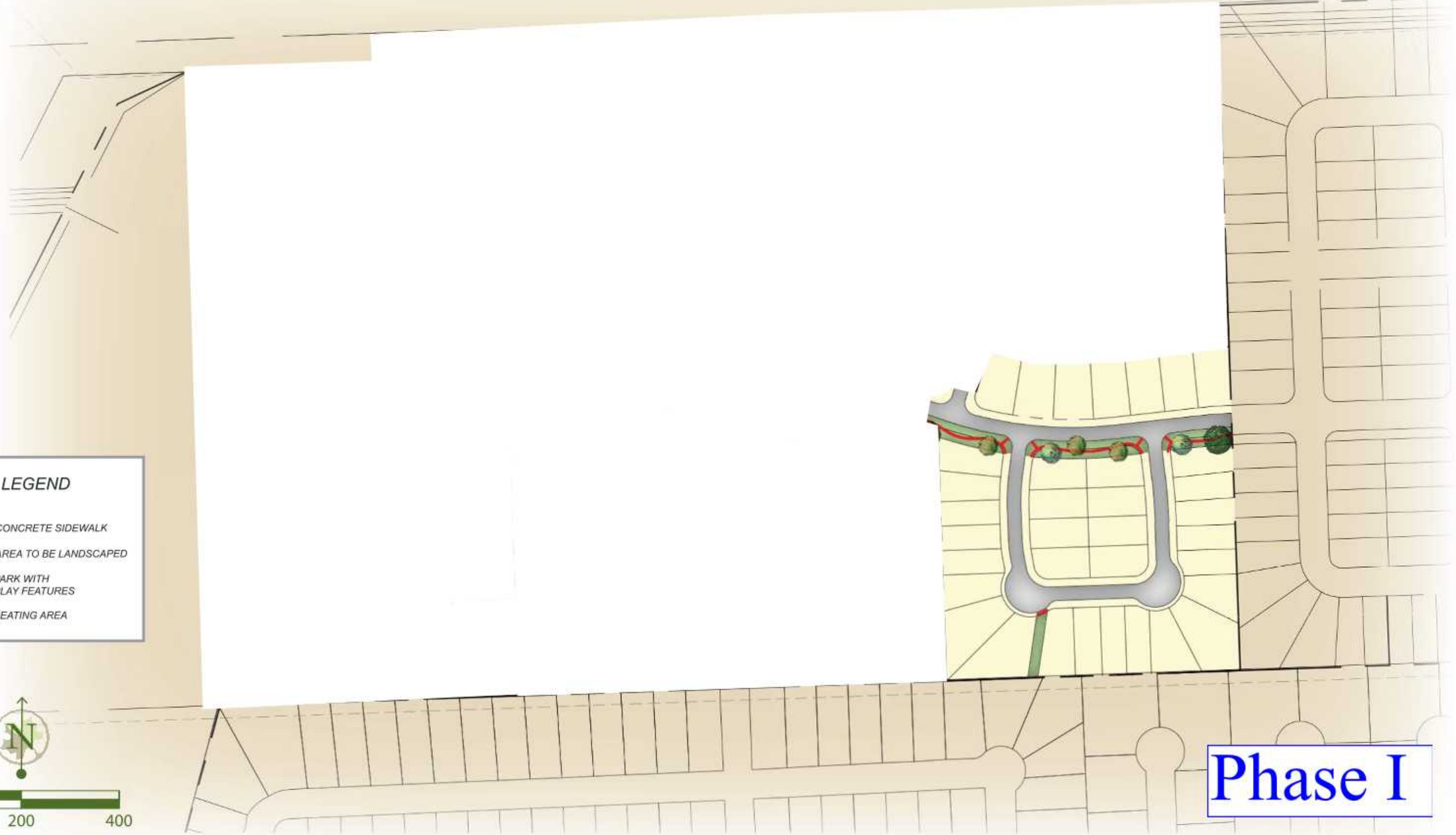
THIS DRAWING DEPICTS CONCEPTUAL LANDSCAPE IMPROVEMENTS FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN SOLUTIONS ARE SUBJECT TO CHANGE.

Example of Park with Play Features



Example of Seating Area





LEGEND

- CONCRETE SIDEWALK
- AREA TO BE LANDSCAPED
- PARK WITH PLAY FEATURES
- SEATING AREA

Phase I



LEGEND

- CONCRETE SIDEWALK
- AREA TO BE LANDSCAPED
- PARK WITH PLAY FEATURES
- SEATING AREA

Phase II





Phase IV

Exhibit E

Approximate Development Timeline

<u>Task</u>	<u>Approximate Completion</u>
PUD Application Submission	Q1 2024
PUD Approval	Q1 2024
Delivery of First 36 Lots (Section 3)	Q1 2024
Section 4 Construction Begins	Q2 2024
Phase I Amenity Construction Begins	Q3 2024 ⁽¹⁾⁽⁴⁾
Delivery of Section 4 Lots	Q4 2024
Future Section(s) Construction Begins	Q4 2025
Phase II Amenity Construction Begins	Q1 2026 ⁽¹⁾⁽⁵⁾
Phase III Amenity Construction Begins	Q3 2026 ⁽¹⁾⁽³⁾⁽⁶⁾
Delivery of Remaining 124 Lots	Q1 2027 ⁽¹⁾⁽²⁾
Phase IV Amenity Construction Begins	Q2 2027 ⁽¹⁾⁽⁵⁾⁽⁷⁾
Buildout of All Homes	Q1 2028 ⁽²⁾

(1) Construction of Amenities as shown on Exhibit D.

(2) These completion dates are subject to market conditions.

(3) Due to the nature of construction of the detention pond, the applicable amenities will not begin construction until detention pond construction is completed with the last section.

(4) Phase I construction plans for the amenities (sidewalks/walking trails and landscaping) will be submitted within 120 days of Section 3 plat recording. The Developer will make a conscious effort to complete construction of Phase I amenities before recordation of the Section 4 plat.

(5) Phases II and IV – Construction plans for the amenities will be submitted with the application for final plat approval for each section with all comments on amenity construction plans to be addressed. The amenity construction plans will be ready for approval before the plat is recorded for the designated section(s). The review and approval of the WSD and Paving Construction plans will proceed independently of the Amenity Construction plan review. The construction of the amenities is to be completed for each section within 120 days from recording of the associated plat.

(6) Phase III amenities – Construction plans for the amenities will be submitted with the application for final plat of the section where it will be platted, with all comments on amenity construction plans to be addressed. The amenity construction plans will be ready for approval before the plat is recorded for the designated section. The review and approval of the WSD and Paving Construction plans will proceed independently of the Amenity Construction plan review. The construction of amenities is to be completed within 120 days from recording of the associated plat. In addition, construction of the Phase III amenities shall begin on or before the approval of the platting of the 150th residential lot.

(7) Park with Play Feature – Construction plans to be submitted before the final plat is recorded for Section 4. Approved specifications for the Play Features will be required before recordation of the final plat for Section 5. A purchase order with a reasonable delivery date for the Play Feature shall be provided before the final plat will be recorded for the section where the park is located.

Heron's Landing Development - Exhibit "F" Lot Mix Table

Original PUD (87 Acres, 304 Lots)			
	Lot Size		
	50 ft	60 ft	70 ft
Section 1	14	18	4
Section 2	15	16	5
Remaining AC	109	106	17
Total:	138	140	26
Lot Mix (%)	45%	46%	9%

Amended PUD (65.4 AC, 204 Lots)			
	Lot Size		
	50 ft	60 ft	70 ft
Section 3	28	8	0
Section 4	0	32	12
FUTURE SECTIONS	63	49	12
Total:	91	89	24
Lot Mix (%)	45%	44%	12%

Original PUD (87 Acres, 304 Lots)			
	Lot Size		
	50 ft	60 ft	70 ft
Number of Lots	138	140	26
Lot Mix (%)	45%	46%	9%

Amended PUD (65.4 AC, 204 Lots)			
	Lot Size		
	50 ft	60 ft	70 ft
Number of Lots	91	89	24
Lot Mix (%)	45%	44%	12%

(5,6)

Original PUD (87 Acres, 304 Lots)	
	Land Use (AC)
ROW	20.4
Park	0
Lots (304)	62
Open Space/Reserves	4.6

(1)

Density = 3.5 Lots/AC (4)

Amended PUD (65.4 AC, 204 Lots)	
	Land Use (AC)
ROW	12.3
Park	10.7
Lots (204)	37.6
Open Space/Reserves	4.8

(2)

Density = 3.1 Lots/AC (4)

- (1) The original 87 AC land plan did not have any open space dedicated to a Park facility.
- (2) The Land Plan in the Amended PUD Application will reserve land for a Park facility.
- (3) The density calculations include acreage dedicated to open space.
- (4) The 65.4 AC Land Plan proposes a reduction in ROW, increased open space with a park, less 60-ft lots, and more 70-ft lots in order to provide an efficient, appealing development to the future residents. It is notable that the development in itself is less congested and a lower concrete footprint is utilized via reduction of street pattern.
- (5) There is a reduction in the percentage of 60-ft lots.
- (6) There is an increase in the percentage of 70-ft lots.

**ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

This **ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT** ("Assignment") is executed effective as of the ____ day of February, 2024, by and between **GALVESTON BAY INVESTORS, LLC**, a Texas limited liability company ("Assignor"), and **HERON'S LANDING DEVELOPMENT, LLC**, a Texas limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor is the "Developer" defined in that certain Development Agreement ("Development Agreement") by and between Assignor and the **CITY OF TEXAS CITY, TEXAS** ("City"), dated October 7, 2015, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Development Agreement to Assignee; and

WHEREAS, Assignee desires to assume all rights and obligations of Assignor under the Development Agreement.

NOW, THEREFORE, for good and valuable consideration paid to Assignor by Assignee, the receipt and adequacy of which is hereby acknowledged and agreed as follows:

I. Assignment. Assignor hereby grants, sells, assigns and conveys to Assignee, effective as of the date hereof, all of Assignor's rights, titles, interests in, and obligations under, the Development Agreement.

2. Assumption. Assignee hereby accepts, assumes and agrees to pay, perform and discharge in accordance with the thereof, all of the duties, liabilities and obligations of Assignor under the Development Agreement.

3. City Notification. Assignor and Assignee agree to notify the City of this Assignment.

4. Representations. Assignor represents and warrants that the copy of the Development Assignment attached hereto is true, correct and complete, has not been further amended, is in full force and effect, and that Assignor is not currently in default under any of the terms and provisions of the Development Agreement. Assignor further represents and covenants to Assignee that it has full authorization and authority to enter into this Assignment.

5. Mutual Indemnification. Assignor shall indemnify and hold harmless Assignee from and against any liability for all obligations arising prior to the date hereof under the Development Agreement. Assignee shall indemnify and hold harmless Assignor from and against any liability for all obligations arising from and after the date hereof under the Development Agreement.

6. Governing Law and Venue. This Assignment is being executed and delivered, and is intended to be performed, in the State of Texas, and the laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Assignment. This Assignment is performable in, and the exclusive venue for any action brought with respect herein, shall lie in Galveston County, Texas.

7. Change of Address for Developer. As required by Section 5.2 of the Development Agreement, new contact information for the Developer is as follows:

Heron's Landing Development, LLC
11210 Blume Ave, Suite 200
Houston, Texas 77034
Attn: Jerry LeBlanc, Jr.
Email: jleblanc@binnacledevelopment.com

8. Multiple Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. Approvals and Consents. Assignor agrees to reasonably cooperate with Assignee in the execution of any additional documents or instruments that may be reasonably required to evidence the provisions and intent of this Assignment.

***[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]***

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date and year first written above.

ASSIGNOR:

GALVESTON BAY INVESTORS, LLC

By: 

Jerry LeBlanc, Jr., Member

ASSIGNEE:

HERON'S LANDING DEVELOPMENT, LLC

By: Binnacle Development, LLC,
Managing Member

By: 

Jerry LeBlanc, Jr., Managing Member

EXHIBIT "A"

DEVELOPMENT AGREEMENT

RESOLUTION NO. 15-069

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TEXAS CITY AND GALVESTON BAY INVESTORS, LLC; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, City Commission approved the development plan for 85 acres of residential development west of Pelican Harbour, that would include approximately 300 lots; and,

WHEREAS, the development plan is being followed-up with a Development Agreement.

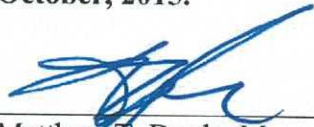
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the Mayor is authorized to enter into a Development Agreement between the City of Texas City and Galveston Bay Investors, LLC, in substantially the same format as attached hereto as **Exhibit "A"**.

SECTION 2: That the Mayor is authorized to execute any documentation necessary to assign the Development Agreement between the City of Texas City and Galveston Bay Investors, LLC.

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

PASSED AND ADOPTED this 7th day of October, 2015.



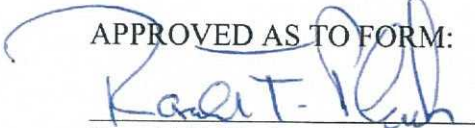
Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:



Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:



Ronald F. Plackemeier
City Attorney

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement"), is made and entered into as of October 7, 2015, by and between **THE CITY OF TEXAS CITY, TEXAS**, a municipal corporation and home-rule city of the State of Texas (the "City"), and **GALVESTON BAY INVESTORS, LLC**, a Texas limited liability company (the "Developer").

Article I RECITALS:

1.01. Developer intends to acquire an approximately 87 acre tract of real property located in Galveston County, Texas, more fully described on Exhibit "A", attached hereto and incorporated herein (the "Property"), and the City has approved its application for a planned unit development (the "PUD") for the Property attached on Exhibit "B".

1.02. Developer intends to utilize the Property to develop approximately 300 single-family residential lots in accordance with PUD, the zoning code and all applicable City codes and ordinances.

1.03. The City has determined that agreeing to the terms set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business in the City.

1.04. The terms "City", "Developer", "District", "PUD", and "Property" shall have the meanings provided for them in the Recitals herein above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in the Agreement shall have the meanings as follows:

Article II AGREEMENT:

NOW, THEREFORE, for good and valuable consideration and the mutual covenants set forth herein, Developer and the City contract and hereby agree as follows:

2.01 **Access.** The development of the Property requires access from both 9th Street North through a portion of Reserve B of Pelican Harbour Phase 1 ("Reserve B") and from the north end of Pelican Harbour Drive. Developer agrees to construct both entrances to the property. If the Developer is unable to acquire the desired access through either location, the City agrees to exercise its power of eminent domain to acquire such easements and/or fee title to provide the necessary pedestrian, automobile, utility, and street paving access; provided, however, that the Developer shall be required to advance funds to acquire such easements including legal fees, court costs and condemnation awards.

2.02 **Annexation.** The City will consent to annexation of the Property into Galveston County Municipal Utility District #31, and will execute all such documentation and take all such action as may be reasonably requested by Developer or said District in connection therewith. The

use and development of the Property before and after annexation shall conform with PUD to development standards reasonably necessary to Developer.

2.03 **Anti-Drilling.** All property within the PUD shall be considered a "residence" for the purposes of City of Texas City, Texas, Code of Ordinances, Sec 120.27.001 for Texas City. No permit may be issued for any oil or gas well to be drilled at any location which is nearer than 600 feet of the PUD. Any well shall be in accordance with State law.

2.04 **Infrastructure.** The City will reserve sufficient utility capacity to serve all the single-family residences constructed within the PUD. Upon completion of construction of the utilities and streets (the "Infrastructure") per City standards, the City will accept, own, and maintain the Infrastructure.

Article III Obligations of the Developer:

3.01 **Maintenance of certain improvements.** The Developer agrees to form one or more property owners association, which shall have as one of their stated purposes to permanently maintain through assessments all lakes, ponds, and other detention facilities, parks and recreation facilities, landscaping, and monumentation developed as part of the Project (the "Non-City Improvements"). The Developer acknowledges and agrees that the Non-City Improvements will be maintained by the property owner's associations serving the Property, as appropriate, and the City shall never have the responsibility to own, operate or maintain the Non-City Improvements.

3.02 **Dry Utilities.** The Developer agrees that all dry utilities, such as electric, gas, telephone, and cable, shall be placed underground throughout the Property; provided, however, that "three-phase" power lines may be elevated and may be placed in easements along the perimeter of the Property to serve the Property. Unless otherwise approved by the City and the Developer and unless no reasonable alternative is available to the power provider for the location of said poles, no elevated three-phase power or larger poles may be placed along any major roads or highways. The Developer agrees that the public street light poles throughout the Project shall be galvanized metal or concrete; provided, however, the Developer may use light poles made out of material that is of a higher quality than concrete, as determined by the Mayor or his designee. Decorative and specialty light poles are acceptable on private property and along private streets; provided, however, that the City shall never be responsible for maintenance of such light poles.

3.03 **Property Values.** The Developer recognizes that a significant portion of the City's consideration for entering into this Agreement and consenting to the creation of the PUD is the Developer's representations that it would achieve an average home value of \$200,000 (the "Target Value"). Prior to the City approving the permits for construction of the 200th home of the project, the average single family home value must meet or exceed the Target Value in accordance with the Galveston County Appraisal District rolls, builders sales contracts, or any

other documented means.

3.04 25th Avenue Traffic Control Facilities The Developer agrees to provide to the City the lesser of (a) \$150,000 or (b) 50% of the total cost for the engineering design and construction of traffic control facilities at the intersection of 25th Avenue and 9th Street (the "Traffic Signal"). The Traffic Signal shall be constructed, owned, operated, and maintained by the City. The City agrees to (i) commence construction of the Traffic Signal within 12 months of receipt of the Traffic Signal funding; and (ii) use its best efforts to complete such construction within an additional 12 months after commencement. The Traffic Signal funding shall be paid to the City upon issuance of the 250th home construction permit for the subdivision.

3.05 Development Covenants. The Developer agrees to adopt deed restrictions and other restrictive covenants, and promulgate the Developer's guidelines regarding development standards, consistent with the PUD, the Zoning Code and any relevant City ordinances and regulations. The Developer will provide copies of its residential deed restrictions and residential development covenants to the City for review and comment by the Mayor or his designee no later than prior to the approval of the first residential development covenants for review and comment no later than prior to the approval of PUD. The Developer agrees to require Sub-developers to abide by the Developer's development standards and provide for enforcement mechanisms for restrictive covenants.

3.06 Notice. Developer agrees to provide notice to the Mayor or his designee of any material proposed changes, amendments or revisions to the PUD, the property, or the Project prior to taking any action on such changes.

Article IV Term and Default

4.01. Term This agreement shall be in effect as of the date set forth on the first page, hereof, and shall terminate 50 years thereafter, unless terminated earlier as specifically provided herein.

4.02 Default.

- a. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.
- b. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged of the failure and shall demand performance. No breach of the Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30

days of such notice. Upon a breach of this Agreement, the non-defaulting Party shall be entitled to specific performance. Regardless of any other provision, neither Party shall be entitled to recover money damages for breach of this Agreement or a tort related to this Agreement. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

Article V Miscellaneous Provisions

5. Miscellaneous.

5.1 Approvals and consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

5.2 Address and notice. Any notice to be given under this Agreement shall be given in writing, addressed to the party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested; by messenger delivery; or by telecopy. Notice deposited by mail shall be effective three days after posting. Notice given in any other manner shall be effective upon receipt by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City Engineer -- City of Texas City
928 5th Ave. N.
Texas City, Texas 77590
Attn: Doug Kneupper
Facsimile: _____
Email: _____

With a copy to:

City Attorney – City of Texas City
928 5th Ave. N.
Texas City, Texas 77590
Attn: Ronald Plackemeier
Facsimile: 409-643-5952
Email: rplackemeier@texas-city-tx.org

If to the Developer, to:

Galveston Bay Investors, LLC
11529 Wincrest
Dickinson, TX 77539
Attn: Jerry LeBlanc, Jr.
Facsimile: _____
Email: bayareainvestors@gmail.com

With a copy to:

Hoover Slovacek LLP
5151 Westheimer, Suite 1200
Houston, Texas 77056
Attn: Greg A. Savage
Facsimile: (713) 977-5395
Email: savage@hooverslovacek.com

The parties shall have the right from time to time to change their respective addressees by giving at least 10 days' written notice of such change to the other party.

5.3 Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Developer shall give notice immediately to the City of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Developer's successors and assigns.

5.4 Nonwaiver of Rights. By entering this Agreement, neither Developer nor the City waive any rights granted under any laws, nor do they make any admissions regarding the subject matter of this Agreement. Each party specifically reserves any and all rights to pursue any action or remedy to protect its interests and rights

5.5 Reservation of rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

5.6. Venue. This Agreement shall be construed in accordance with the laws of the

State of Texas and shall be performable in Galveston County, Texas.

5.7 Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

5.8 Modification; exhibit. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The exhibits attached to this Agreement are incorporated by this reference for all purposes.

5.9 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

5.10 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.11 Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

5.12 Parties in interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

5.13 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Telefaxed or scanned-emailed copies of this signed Agreement shall be binding and effective as an original.

5.14 Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.15 Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first given above.

CITY OF TEXAS CITY, TEXAS

BY: 

NAME: Matthew T. Doyle

TITLE: Mayor, City of Texas City

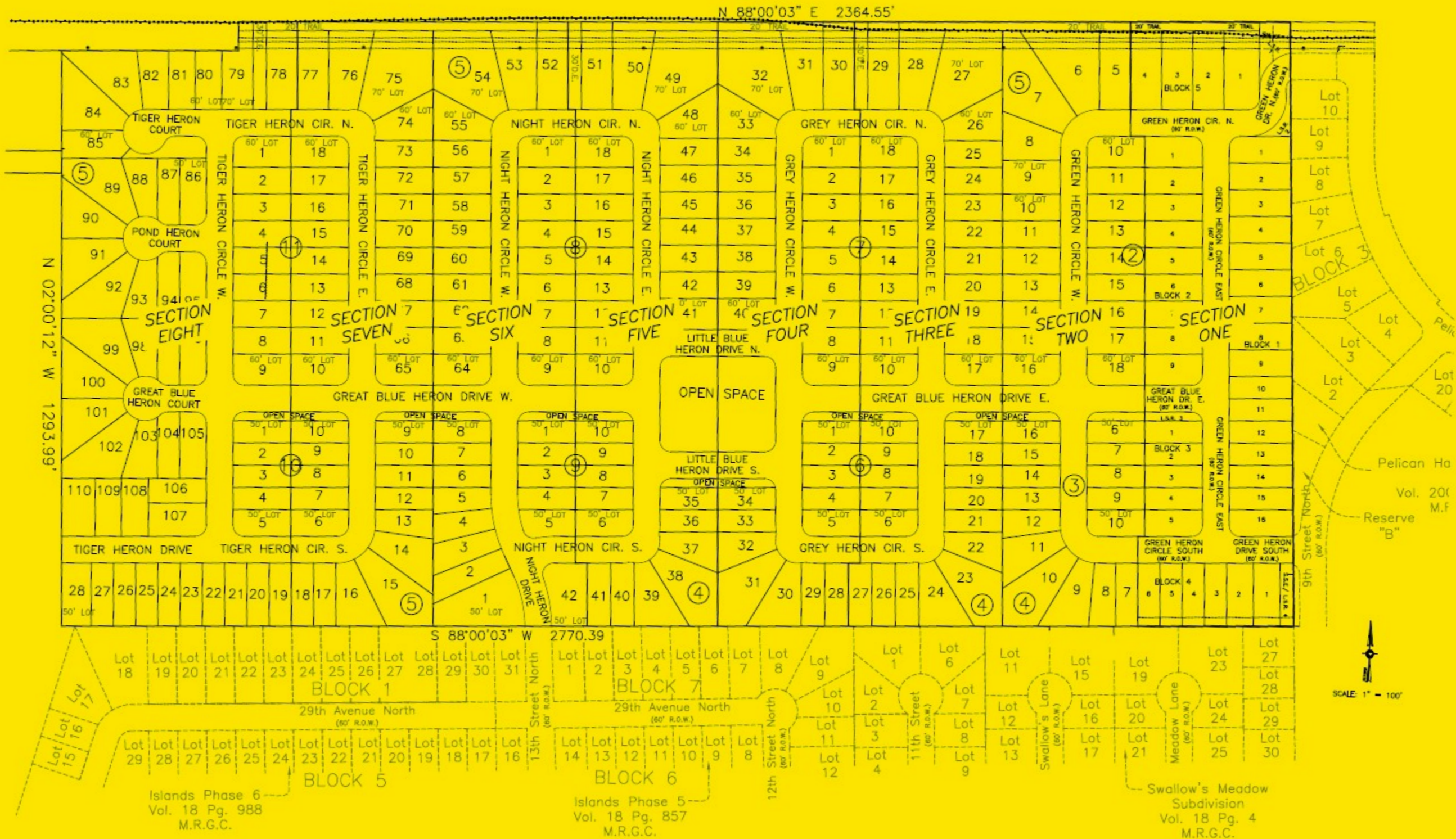
GALVESTON BAY INVESTORS, LLC,

BY: 

NAME: Jerry LeBlanc Jr.

TITLE: Member

Original Land Plan (Masterplan) attached to Development Agreement - Dated 03/04/2022



PLANNING BOARD MINUTES FEBRUARY 19, 2024

The Planning Board of the City of Texas City met in a regular meeting on Monday, February 19, 2024, at 5:00 p.m. Planning Board members present: Chairman Dickey Campbell, Co-Chairman Perry O'Brien, Commissioner Jami Clark and Commissioner Thelma Bowie. Staff members present: Kimberly Golden, Casey Bennett (Chief Building Official), David Kinchen (Deputy Building Official), and Veronica Carreon. Guests were: Caitlin King (Meta), Norman Reed (Land Tejas), and Steve Herrera (A & S Engineers).

Chairman Dickey Campbell indicated a quorum was present and called the meeting to order.

ITEM NO. 1 APPROVAL OF MINUTES

A motion to approve the minutes of January 8, 2024, was made by Commissioner Thelma Bowie/Co-Chairman Perry O'Brien. All other members present voted aye.

ITEM NO. 2 PUBLIC COMMENTS

There were no public comments.

ITEM NO. 3 Consider and take action on the recommendation to approve amendments to the PUD Application, Masterplan and Development Agreement for Heron's Landing Subdivision. Located north of Swallows Meadow Subdivision and west of Pelican Harbour Subdivision.

Ms. Kim Golden stated that Heron's Landing Subdivision is one of the older PUD's in Texas City. It was approved in 2015. Two sections have been developed in accordance with the original PUD. Staff is now bringing forward an amendment that actually catches up on some of the things that have changed over time as far as the lot layout and acreages being developed.

It still remains in character with the original PUD as approved by the city, but in doing this the Masterplan and Development Agreement are also being updated.

With the Development Agreement, the main thing that is changing is the obligation of the city to consent to annexation from MUD 31 to MUD 79. The reason for this change is that MUD 31 is now full and MUD 79 is going to include the newer subdivisions.

Also, in updating the Development Agreement, some of the triggers were updated to be sooner such as when the Developer will make their contribution to the traffic signal, and the touchpoint at which staff will check the home values.

The role of the Planning Board is to make a recommendation to the Zoning Commission and to the City Commission about whether to approve or deny the amendment to the PUD, Masterplan and Development Agreement.

Chairman Dickey Campbell asked how many houses are already built in Heron's Landing to which Ms. Golden replied there are 2 homes in Sections 1 and 2. The infrastructure in

Section 3 is just about ready for the city to accept. The developer is going through the close out process now and has a few more little things to complete on their punch list.

Chairman Campbell asked what it means that Sections 1 and 2 are not affected, to which Ms. Golden replied since they are already built, they will not be affected by this change in PUD. They will not change MUDs. Sections 1 and 2 will remain in GCMUD 31.

Chairman Campbell then asked what the advantage or disadvantage is to being in the new MUD. Ms. Golden replied that she has been told that there is a more favorable tax rate by splitting the MUD.

Norman Reed, Land Tejas, replied that MUD 31 is getting toward the end of its lifespan and the board members are NOT anxious to sell more bond for additional debt to build infrastructure for the new sections, because they want to reduce the MUD taxes to a maintenance level. So, MUD 79 was created as a more modern MUD. All of the developments that are going into MUD 79 will be about the same age. This way you don't have homes that are 30 years older still paying bonds when these new communities come onboard. The lifespan of MUD 31 was just tapering off.

Mr. Reed added that the HOA will be the same for the whole subdivision. The only difference between the older sections of Heron's Landing and the newer sections will be the MUD tax rate they have to pay depending on which district.

Ms. Golden stated that she has been slow bringing this change from MUD 31 to MUD 79 forward because it is a little unusual. But, after being on 3 conference calls with the MUD attorneys and MUD engineers and visiting with consultants that work with the city on these type issues, she came to understanding that this is appropriate when the housing stock in a development is at significantly different ages and stages of a development. There are also protections in place so this is not something that can be exploited by the developer.

Commissioner Thelma Bowie then asked if this would benefit homeowners in Sections 1 and 2 to stay in MUD 31. Ms. Golden replied if the new sections were allowed into MUD 78, then the older homes would NOT be paying for infrastructure for the new homes, so basically this is keeping everyone paying for new infrastructure which was necessary to develop the property and make it buildable.

Chairman Campbell then asked Mr. Reed if they see different subdivisions being under the same MUD in other cities. Mr. Reed replied that this is not odd because it is a way for the smaller developments to annex into the district without having to create a new MUD from scratch.

Chairman Campbell asked if homeowners that are already there have a say in these transactions. Ms. Golden replied that she understands from the city's consultant that when there are homeowners and they ask to be put on a MUD board, they have priority of appointment to be put on the board rather than the members appointed by the developer. So for MUD 31, since it's almost fully built out, it does have a homeowner resident board as opposed to MUD 79 which will have a developer-controlled board.

Chairman Campbell stated that he is understanding that this change will not affect the current homeowners, to which Ms. Golden replied that is what the MUD attorneys are saying.

Ms. Golden says the developer is also agreeing to the provision that the city is now putting in all the new development agreements about the masonry construction. The state law changed, and the city cannot impose the requirement through the zoning ordinance. But it can be made effective by agreement through the Development Agreement.

Ms. Golden also pointed out that there is going to be an entity name change. Galveston Bay Investors was the entity that set up the original PUD, but it actually never had an ownership interest in this property. It is a requirement of Texas City's zoning ordinances for the applicant to have a proprietary interest in the property being re-zoned. Heron's Landing, LLC is actually the developer that has been doing the development and has the proprietary interest according to the records in GCAD, so there has been an assignment from Galveston Bay Investors to Heron's Landing Development to clean this up. The amended PUD and amended Development Agreement will show this change.

Chairman Dickey Campbell asked if there were any more questions. There were none.

A motion was made by Commissioner Thelma Bowie/Co-Chairman Perry O'Brien to recommend approval of the amendments to the PUD Application, Masterplan and Development Agreement for Heron's Landing Subdivision. All other members present voted aye.

ITEM NO. 4 Consider and take action on a Request for Extension of Time for the Marlow Lake Section 5 Preliminary Plat. Located on the west side of SH 3 immediately north and adjacent to Marlow Lake Subdivision.

Ms. Golden stated the Applicant had their preliminary plat for Section 5 approved by the Planning Board in April 2023. Preliminary plats remain valid for 12 months. The Applicant started the process for approval of the final plat for Section 5 but has not yet gotten to the point that it is approvable, so they are requesting an extension of the approval of the preliminary plat for Section 5. This section is actually the first section of the new subdivision – Marlow Lake North - but is being numbered as an extension of the Marlow Lake Subdivision.

Staff have reviewed the request and find nothing has changed that would prevent approval of the preliminary plat if presented again, so there is no reason that the extension should not be approved. This is just keeping it viable so that they can move forward with the final plat.

Chairman Campbell understands that the final plat will not be ready in the next two months, and this is why they are requesting an extension to the preliminary plat that will otherwise expire in April 2024. Ms. Golden replied yes.

Chairman Campbell asked if there was anything else to discuss. There was none.

A motion was made by Commissioner Jami Clark/Co-Chairman Perry O'Brien to approve the Request for Extension of Time for the Marlow Lake Section 5 Preliminary Plat until April 17, 2025. All other members present voted aye.

ITEM NO. 5 Consider and take action on a Request for Extension of Time for the Preliminary Zoning Approval of the Marlow Lake North PUD Application previously approved by City Commission on March 16, 2022, to allow more time to complete

the platting and development of the subdivision. Located on the west side of SH 3 immediately north and adjacent to Marlow Lake Subdivision.

Ms. Golden reminded the board of the process that Brookwater Subdivision recently had to go through to resubmit the re-zoning request for its PUD because the Preliminary Zoning Approval expired without being made final. The Marlow Lake North PUD application was previously approved in March 2022 and because they had the Preliminary Plat approved, that gave the Preliminary Zoning Approval another year of viability. However, because they do not yet have the final plat approved they are at the risk of the Preliminary Zoning Approval expiring. No one wants this to happen, so staff is recommending the Planning Board recommend an extension of the Preliminary Zoning Approval to the City Commission. The City Commission has the authority to extend the Preliminary Zoning Approval if made before it expires.

Marlow Lake North is part of the post-pit plan for the Sprint sand mine which will eventually be a nice lake, but the developer is able to develop some of the lots while the mine is operational.

Ms. Golden recalled that one of the things holding up this second subdivision was the developer being slow in building out the amenities of the first subdivision. The developer has come forward with some landscape and hardscape plans, which she believes the Building Official is currently reviewing.

Chairman Campbell asked when the lake would be dug out. Ms. Caitlin King replied that she was not sure about that timeline, but that she would be glad to ask Mr. Jerry LeBlanc for an update.

Chairman Dickey Campbell asked if there were any more questions. There were none.

A motion was made by Commissioner Jami Clark/Commissioner Thelma Bowie to recommend approval of the Request for Extension of Time for the Preliminary Zoning Approval of the Marlow Lake North PUD Application. All other members present voted aye.

ITEM NO. 6 GENERAL UPDATES

a. Kittle Property Group, Inc. – Juniper Landing Multifamily Project

Ms. Golden reminded the board that this project was a zoning application that came in for a multifamily project located to the west of the Gatsby Condominiums. Upon review the project was NOT recommended for approval due to its impact on the City's public safety resources. The Planning Board denied approval of the development plan, which denial was upheld by the City Commission upon appeal by the applicant, Kittle Property Group.

The developer filed a lawsuit challenging the denial of the project. That lawsuit has now been dismissed and basically the court has affirmed that the city has followed its processes.

Chairman Campbell asked how much the appeal cost the city taxpayers, to which Ms. Golden replied it was not very much since the City Attorney filed the motion to dismiss.

Ms. Golden then updated the board on some other items.

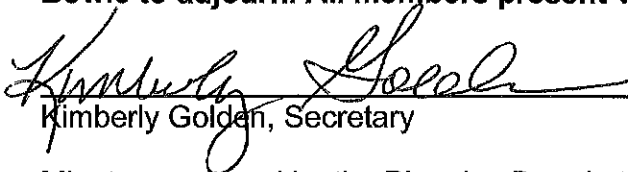
- Staff are looking forward to bringing the site plan for a new Texas Roadhouse very soon.
- Fire Station #4 will have its Grand Opening on Saturday, February 24, 2024, at 10:00 AM.
- The Sports Illustrated Hotel is working a deal with Lagoonfest. It is a 5-story, 5-star hotel that will have the Sports Illustrated theme. They are basically going to recast the Crystal Lagoon District to be in line with that particular branding. It's a little bit different than what has been brought forward previously, but staff are looking to see if it will need a PUD amendment. A site plan has not been submitted yet, but Ms. Golden is looking forward to receiving it and dealing with it expeditiously.

ITEM NO. 7 OTHER BUSINESS (Any conceptual development proposal requesting to come before the Planning Board)

Before adjourning the meeting Commissioner Thelma Bowie asked if there was any news about a grocery store in the Lago Mar area. Ms. Golden replied that staff have been in conversations with Lago Mar, who has been in conversations with a large anchor store that also sells gasoline, and this is all she is allowed to say. Ms. Golden added that staff had a very productive meeting with Lago Mar's design team the week before about how to expedite the platting process so that a sale could be closed quickly. After that, maybe they will tell staff who the anchor store is.

Ms. Golden also informed everyone that there is a possibility that there will be a joint workshop with the Zoning Commission on another big project, but there is no scheduled date yet.

Chairman Dickey Campbell asked if there was any other business to which there was none. **A motion was made by Commissioner Jami Clark/Commissioner Thelma Bowie to adjourn. All members present voted aye.**



 Kimberly Golden, Secretary Date

Minutes approved by the Planning Board at its meeting on 03/18/2024.

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

This **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into as of March 20, 2024, by and between **THE CITY OF TEXAS CITY, TEXAS**, a municipal corporation and home-rule city of the State of Texas (the "City"), and **HERON'S LANDING DEVELOPMENT, LLC**, a Texas limited liability company (the "Developer").

Article I
RECITALS:

1.01. Developer has heretofore acquired that certain approximately 65.4-acre tract of real property located in Galveston County, Texas, more fully described on Exhibit "A" attached hereto and incorporated herein (the "Property"), and the City has approved its application for a planned unit development (the "PUD") for the Property attached on Exhibit 'B'.

1.02. Heron's Landing Development, LLC is the successor in interest to Galveston Bay Investors, LLC, the named Developer in the Original PUD and Development Agreement. The Assignment was for Developer's convenience and is not intended to relieve developer of any obligations of the PUD or Developer Agreement, as originally approved and executed.

1.03. Developer intends to utilize the Property to develop approximately 204 single-family residential lots in accordance with the PUD, the zoning code and all applicable City codes and ordinances.

1.04. The City has determined that agreeing to the terms set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business in the City.

1.05. The terms "City", "Developer", "District", "PUD", and "Property" shall have the meanings provided for them in the Recitals hereinabove.

Article II
AGREEMENT:

NOW, THEREFORE, for good and valuable consideration and the mutual covenants set forth herein, Developer and the City contract and hereby agree as follows:

2.01 Access. The development of the Property requires access from both 9th Street North through a portion of Reserve B of Pelican Harbour Phase 1 ("Reserve B") and from the north end of Pelican Harbour Drive.

2.02 Annexation. The City has heretofore consented to the annexation of Section 1 and Section 2 of the Property into Galveston County Municipal Utility District #31 ("MUD #31") and said Sections have heretofore been annexed into MUD #31. The Developer represents that no

other portion of the Property (other than said Sections 1 and 2) have been annexed into MUD #31. The City will, hereafter, consent to the annexation of the remainder of the Property (i.e., all Sections other than said Sections 1 and 2) into Galveston County Municipal Utility District #79 ("MUD #79") by section as each section receives final plat approval, within 30 days of said approval, and will execute all such documentation and take all such action as may be reasonably requested by Developer or said District in connection therewith. The use and development of said Sections of the Property before and after annexation into MUD #79 shall conform with the PUD and to development standards reasonably necessary to Developer.

2.03 Anti-Drilling. All property within the PUD shall be considered a "residence" for the purposes of City of Texas City, Texas, Code of Ordinances, Sec 120.27.001 for Texas City. No permit may be issued for any oil or gas well to be drilled at any location which is nearer than 600 feet of the PUD. Any well shall be in accordance with State law.

2.04 Infrastructure. The City will reserve sufficient utility capacity to serve all the single-family residences constructed within the PUD. Upon completion of construction of the utilities and streets (the "Infrastructure") per City standards, the City will accept, own, and maintain the Infrastructure.

Article III

OBLIGATIONS OF THE DEVELOPER:

3.01 Maintenance of certain improvements. The Developer agrees to form one or more property owners' association(s), which shall have as one of its/their stated purposes to permanently maintain through assessments all lakes, ponds, and other detention facilities, parks and recreation facilities, landscaping, and monumentation developed as part of the project (the "Non-City Improvements"). The Developer acknowledges and agrees that the Non-City Improvements will be maintained by the property owners' association(s) serving the Property, as appropriate, and the City shall never have the responsibility to own, operate or maintain the Non-City Improvements.

3.02 Dry Utilities. The Developer agrees that all dry utilities, such as electric, gas, telephone, and cable, shall be placed underground throughout the Property; provided, however, that "three-phase" power lines may be elevated and may be placed in easements along the perimeter of the Property to serve the Property. Unless otherwise approved by the City and the Developer and unless no reasonable alternative is available to the power provider for the location of said poles, no elevated three-phase power or larger poles may be placed along any major roads or highways. The Developer agrees that the public street light poles throughout the Project shall be galvanized metal or concrete; provided, however, the Developer may use light poles made out of material that is of a higher quality than concrete, as determined by the Mayor or his designee. Decorative and specialty light poles are acceptable on private property and along private streets; provided, however, that the City shall never be responsible for maintenance of such light poles.

3.03 Property Values. The Developer recognizes that a significant portion of the City's consideration for entering into this Agreement and consenting to the creation of the PUD is the Developer's representations that it would achieve an average home value of \$200,000 (the "Target Value"). Prior to the City approving the permits for construction of the 135th home of the project,

the average single family home value must meet or exceed the Target Value in accordance with the Galveston County Appraisal District rolls, builders' sales contracts, or any other documented means.

3.04 25th Avenue Traffic Control Facilities. The Developer agrees to provide to the City the lesser of (a) \$150,000 or (b) 50% of the total cost for the engineering design and construction of traffic control facilities at the intersection of 25th Avenue and 9th Street (the "Traffic Signal"). The Traffic Signal shall be constructed, owned, operated, and maintained by the City. The City agrees to (i) commence construction of the Traffic Signal within 12 months of receipt of the Traffic Signal funding, and (ii) use its best efforts to complete such construction within an additional 12 months after commencement. The Traffic Signal funding shall be paid to the City upon issuance of the 168th home construction permit for the subdivision.

3.05 Development Covenants. The Developer agrees to adopt deed restrictions and other restrictive covenants, and promulgate the Developer's guidelines regarding development standards, consistent with the PUD, the Zoning Code and any relevant City ordinances and regulations. The restrictive covenants will require that the residences consist of masonry on three (3) sides of the first floor for each residence. The Developer will provide copies of its residential deed restrictions and residential development covenants for each Section of the Property (on a Section-by-Section basis) to the City for review and comment by the Mayor or his designee no later than thirty (30) days prior to the closing on the sale of any lots in such Section to a homebuilder. The Developer agrees to require sub-developers to abide by the Developer's development standards and provide for enforcement mechanisms for restrictive covenants.

3.06 Notice. The Developer agrees to provide notice to the Mayor or his designee of any material proposed changes, amendments or revisions to the PUD, the Property, or the project prior to taking any action on such changes.

Article IV

TERM AND DEFAULT:

4.01 Term This Agreement shall be in effect as of the date set forth on the first page, hereof, and shall terminate 50 years thereafter, unless terminated earlier as specifically provided herein.

4.02 Default.

a. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

b. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged of the failure and shall demand performance. No breach of the

Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of such notice. Upon a breach of this Agreement, the non-defaulting Party shall be entitled to specific performance. Regardless of any other provision, neither Party shall be entitled to recover money damages for breach of this Agreement or a tort related to this Agreement. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

Article V

MISCELLANEOUS PROVISIONS:

5. Miscellaneous.

5.1 Approvals and consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

5.2 Address and notice. Any notice to be given under this Agreement shall be given in writing, addressed to the party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested; by messenger delivery; or by email transmission. Notice deposited by mail shall be effective three days after posting. Notice given in any other manner shall be effective upon receipt by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City Engineer - City of Texas City
7800 Emmett F Lowry Expressway
Texas City, Texas 77591
Attn: Kim Golden
Email: kgolden@texascitytx.gov

With a copy to:

City Attorney - City of Texas City
1801 9th Avenue N
Texas City, Texas 77590
Attn: Kyle Dickson
Email: kdickson@texascitytx.gov

If to the Developer, to:

Heron's Landing Development, LLC
11210 Blume Ave, Suite 200
Houston, TX 77034
Attn: Jerry LeBlanc, Jr.
Email: jleblanc@binnacledevelopment.com

With a copy to:

Hoover Slovacek LLP
5151 Westheimer, Suite 1200
Houston, Texas 77056
Attn: Greg A. Savage
Email: savage@hooverslovacek.com

The parties shall have the right from time to time to change their respective addresses by giving at least 10 days' written notice of such change to the other party.

5.3 *Assignment.* This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Developer shall give notice immediately to the City of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Developer's successors and assigns.

5.4 *Nonwaiver of Rights.* By entering this Agreement, neither Developer nor the City waive any rights granted under any laws, nor do they make any admissions regarding the subject matter of this Agreement. Each party specifically reserves any and all rights to pursue any action or remedy to protect its interests and rights

5.5 *Reservation of rights.* All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

5.6 *Venue.* This Agreement shall be construed in accordance with the

laws of the State of Texas and shall be performable in Galveston County, Texas.

5.7 *Merger.* This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

5.8 *Modification; exhibit.* This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The exhibits attached to this Agreement are incorporated by this reference for all purposes.

5.9 *Captions.* The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

5.10 *Interpretations.* This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.11 *Severability.* If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

5.12 *Parties-in-interest.* This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

5.13 *Counterparts.* This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Telefaxed or scanned-emailed copies of this signed Agreement shall be binding and effective as an original.

5.14 *Authority to Execute.* The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.15 *Incorporation of Recitals.* The Recitals above are incorporated herein as if repeated verbatim.

5.16 *Amendment and Restatement.* This Agreement amends, restates, supersedes and replaces that certain Development Agreement, dated October 7, 2015, between the City and Developer's predecessor-in-interest, Galveston Bay Investors, LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first given above.

CITY OF TEXAS CITY, TEXAS

By: _____
Dedrick D. Johnson, Mayor

HERON'S LANDING DEVELOPMENT, LLC

By: Binnacle Development, LLC,
Managing Member

By: _____
Jerry LeBlanc Jr., Managing Member

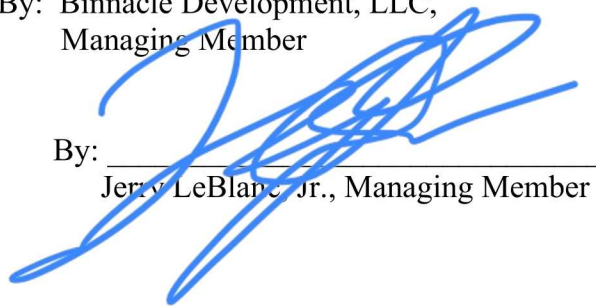
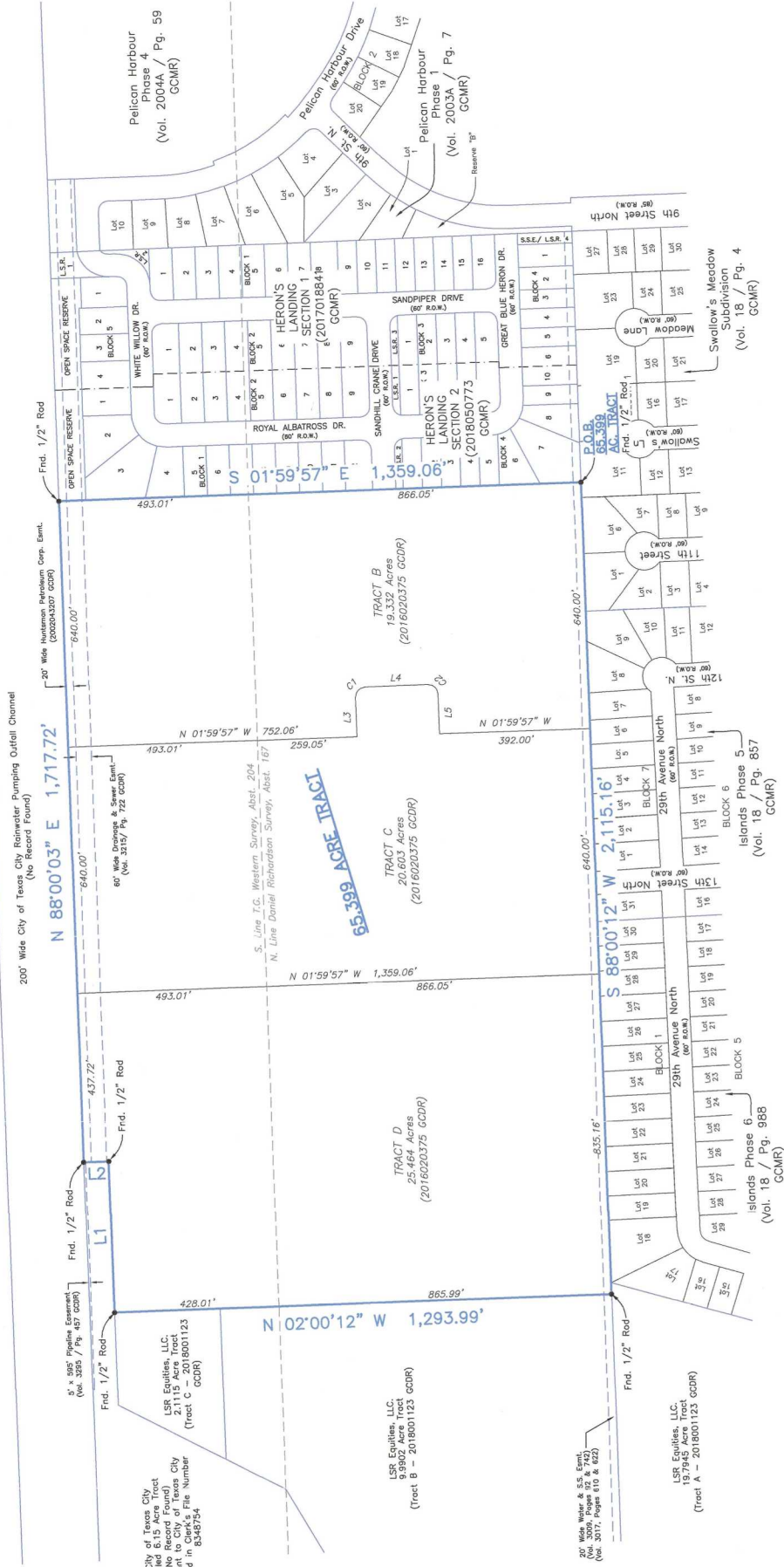


Exhibit "A"

CURVE	BEARING	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TANGENT BEARING	ANGLE
C1	N 25°00'03" E	38.27	35.36	S 42°59'57" E	80°00'00"	
C2	S 25°00'03" W	38.27	35.36	S 43°00'03" W	80°00'00"	

LINE	BEARING	LENGTH
L1	N 88°00'03" E	1,717.72'
L2	N 01°59'57" W	493.01'
L3	N 86°00'03" E	1105.00'
L4	S 88°00'03" W	1105.00'



Survey of a 65.389 acre tract of land out of the T.G. Western Survey, Abstract No. 204, and the Daniel Richardson Survey, Abstract No. 167, situated in Galveston County, Texas, and being more particularly described by metes and bounds on attached Exhibit "A".

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Stephen C. Blaskey
 Stephen C. Blaskey
 Registered Professional
 Land Surveyor No. 5856



SURVEY DATE: JANUARY 11, 2024
 DRAWING: 0204-01B-C-000-100
 JOB NO.: 24-0017



LEAGUE CITY OFFICE
 Registration Number: 101926585
 2991 JACOBSON AVE. SUITE 100 LEAGUE CITY, TEXAS 77583
 Mailing: P.O. BOX 16142 GALVESTON, TX 77552

- NOTES:
- 1) This property does not lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
 - 2) This property is subject to any restrictions of record.
 - 3) Bearings based on Monumentation of North Range of the Daniel Richardson Survey and South line of the T.G. Western Survey.
 - 4) Pipeline Easement to Pan American Gas Company recorded in Volume 911, Page 666.
 - 5) Survey conducted without benefit of a Title Commitment.



SCALE: 1" = 200'

Exhibit "B"



SEC 4
 32 LOTS
 (TYP. 60'x120')
 12 LOTS
 (TYP. 70'x120')
 ±13.8 Ac.

SEC 3
 28 LOTS
 (TYP. 50'x120')
 8 LOTS
 (TYP. 60'x120')
 ±9.0 Ac.

FUTURE SECTIONS
 63 LOTS
 (TYP. 50'x120')
 49 LOTS
 (TYP. 60'x120')
 12 LOTS
 (TYP. 70'x120')
 ±31.0 Ac.

LOT SUMMARY

50' x 120'	91 LOTS	4.4%
60' x 120'	89 LOTS	4.4%
70' x 120'	24 LOTS	1.2%
TOTAL 204 LOTS		

a schematic development plan for
HERONS LANDING
 ± 65.4 ACRES OF LAND
 Prepared for
TEJAS ENGINEERING

24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422
 MTA-1572
 DECEMBER 20, 2023

META
 PLANNING + DESIGN

SCALE
 1" = 300'

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ZONING COMMISSION MARCH 5, 2024

The Zoning Commission of the City of Texas City met in a regular meeting on Tuesday, March 5, 2024, at 5:15 p.m. Zoning Commission members present: Chairman Perry O'Brien, Aric Owens, Commissioner Thelma Bowie and Alternate Member Lisa Salinas. Staff members present were: Kimberly Golden and Veronica Carreon. Guests were: David Smith, Jerry LeBlanc, Manuel De La Cerda, Kimberly Brown, Corey Whitley, Teresa Brautigam, Norman Reed, Steve Herrera and Raymond Bennett.

Chairman O'Brien indicated a quorum was present and called the meeting to order.

1) APPROVAL OF MINUTES

A motion to approve the minutes of January 16, 2024, was made by Commissioner Thelma Bowie/Alternate Member Lisa Salinas. All other members present voted aye.

2) PUBLIC COMMENTS

Kimberly Brown submitted a Request to Address Commission regarding the proposed amendment for Heron's Landing. Chairman Perry O'Brien asked if she would like to speak now or after the presentation to which Ms. Brown replied that she would hear the presentation first and then ask questions.

Mr. David Smith also submitted a Request to Address Commission regarding the proposed amendment for Heron's Landing. Mr. Smith stated he would also like to hear the presentation and then ask questions.

3) PUBLIC HEARING

a. Heron's Landing Development requests approval of amendments to Heron's Landing Planned Unit Development Application, Masterplan and Development Agreement.

Ms. Kim Golden stated this is a proposed amendment to the Planned Unit Development (PUD) which is already in existence in the subdivision. The original PUD received Preliminary Zoning Approval from City Commission on August 19, 2015. At that time, it was upon recommendation from the Planning Board at its meeting on July 6, 2015. The Zoning Commission also held a Public Hearing on July 21, 2015. This is a long way of saying that the original PUD was approved in the correct process.

Now that it is 9 years later, some things have changed. The Developer has come forward to memorializing those changes and the amendments go through the same process as the original PUD.

It is very important for everyone in attendance to know that these changes don't impact Sections 1 and 2 of Heron's Landing. Only Section 3 and the remaining sections of the PUD which have not yet been built will be covered by these amendments. Also, these amendments have been reviewed by the Planning Board and have been brought to the

Zoning Commission with the recommendation for approval without objections by members of the Planning Board.

A Public Hearing Notice was mailed USPS CMRRR to 68 property owners which would be the property owners within 200' of the area being impacted by the application. Staff did not receive any responses in support of or opposition to the application.

The proposed revisions in the PUD recognize Heron's Landing Development, LLC is the developer instead of Galveston Bay Investors as presented in the original PUD. This is important because the City's ordinances require the applicant bringing forth the PUD to have a proprietary interest. There is no evidence that Galveston Bay Investors ever had a proprietary interest in Heron's Landing. According to public records, it still does not have an interest.

The amendment is also revising the boundary of the PUD and updating the Master Plan, which is attached as Exhibit C. A copy of the original land plan was shown to those assembled for comparison to the Updated Master Plan. The Updated Master Plan shows a detention area that's also going to be a park with amenities including a play feature. The density of the updated master plan is essentially unchanged and the lot mix fairly unchanged. The amendment also clarifies the amenities required to be provided for a playground and other improvements to the common areas.

The updates to the Development Agreement are 1) the name change of Heron's Landing Development, LLC as the developer instead of Galveston Bay Investors, which is being recognized; 2) the annexation will also be changed from GCMUD 31 to GCMUD 79; 3) changing the requirement to verify the achievement of an average home value of \$200,000 from the 200th building permit to the 135th permit; 4) changing the requirement for when the funding of a traffic signal on 25th Avenue North & 9th Street North from the 250th building permit to the 168th building permit; 5) clarifying the Development Covenants to specify residences to consist of masonry on three sides of the first floor of each residence; and 6) updating the names and addresses for receipts of notices.

These proposed changes are in line with the character of the original PUD. It is basically updating the original plan and agreement with the Developer to align with the actual development as it has unfolded during the nine (9) years of development. The amendments come to the Zoning Commission with recommendation from staff and from the Planning Board for approval.

Chairman Perry O'Brien questioned that there are no zoning changes taking place. Ms. Golden replied that the PUD is a zone and that some of the details are being changed, but it will still be a PUD. Chairman O'Brien asked for clarification about how the PUD is changing from the original. Ms. Golden replied that it is somewhat changing the 1) number of lots; 2) the arrangement of the lots; 3) how much green space there is going to be; and 4) the development timeline has been updated.

Chairman O'Brien then stated that this is not a zoning change, but an update to the PUD, to which Ms. Golden replied that is correct - staff is taking it through the same process as if it were a zoning change as required by the Zoning Ordinance.

Alternate Member Aric Owens then asked why the MUD is changing from GCMUD 31 to GCMUD 79. Ms. Golden replied that GCMUD 31 is older than GCMUD 79. She spoke

with the MUD lawyers and engineers and the best practice to get a reasonable tax rate is to have all of the houses in the MUD about the same age. From time to time there is some pushback from the MUD boards on the idea of having new houses come in when there are already some older houses in place. The new homeowners feel like they are paying for the prior residences stuff or vice versa. Chairman O'Brien stated this is typical in the maturity of houses, to which Ms. Golden stated that is close.

Chairman O'Brien then stated he noticed a change regarding the detention pond. Ms. Golden explained the land remaining in the PUD District to be developed is low and needs dirt to build it up to the required elevation to build houses. So, the pond is dug out to provide the dirt required. The ponds are not dug out because there is a need for detention.

Jerry LeBlanc agreed with Ms. Golden but added that Swallow's Meadow also drains onto this property. This has caused them to struggle with Sections 1, 2 and 3 as built. They have backlot interceptors that accept the flow from Swallow's Meadow. These devices have to be maintained by the HOA.

Chairman O'Brien asked if there was any additional presentation to be heard.

Mr. LeBlanc stated that the main items they are changing in the PUD are enhancing the subdivision, creating more amenities, more open space, keeping the lot size mix the same, adding more restrictions on the masonry content, and installing the traffic light sooner. Everything in this PUD costs more but is adding to the development of Heron's Landing.

Chairman O'Brien then reiterated that this is not a zoning change, but a clarification and revision to update and bring the PUD more into compliant with the correct names in place, and the correct titles of the company in place. He asked if this was correct, to which Ms. Golden replied that is correct. With that being said, Mr. O'Brien stated when they are done today, they are going to either agree with the recommendation from the Planning Board and agree with the comments that staff have also made or disagree. Ms. Golden replied that the Zoning Commission is making a recommendation to the City Commission, to either approve or deny the amendments, to which Mr. O'Brien agreed.

There were no further questions, to which a motion was made by Aric Owens/Commissioner Thelma Bowie to open the Public Hearing. All other members voted aye.

- Chairman O'Brien called upon Ms. Kimberly Brown (1426 29th Avenue North) to address the Commission.

Ms. Brown stated she did not understand the verbiage regarding a PUD or MUD but added that she has been in her house for 24 years and asked what the property was zoned before it was Heron's Landing. Ms. Golden replied that it was most likely Single Family Residential and then changed to a PUD.

Chairman O'Brien asked Ms. Brown to indicate where she lives on the exhibit. After indicating her property, Ms. Brown stated that she is concerned about where the water will drain to from houses being built behind her. She stated that her house has never flooded, and she is concerned about this.

Chairman O'Brien asked Ms. Brown whether she had any other issues or concerns to mention. She stated she had a concern about traffic but that was answered when the installation of the traffic light was stated.

Mr. Jerry LeBlanc added that one of the good things about this area is that flood insurance is not required due to the levy system. In Sections 1 and 2 they actually brought fill dirt in from outside the levy. They decreased the level of the levy by bringing in the fill dirt. Additional dirt will not be brought in. They are moving dirt from one area to another. The detention pond will drain due north into the rainwater canal. The rainwater canal then flows east into the pump station and then pumped into Moses Lake. This is actually better than what was originally put in place.

- Mr. David Smith (1402 29th Avenue North) indicated his property. He stated that he has no opposition to the amendments, but his concern is will there be a spillover. Mr. Steve Herrera replied that there will not be any spillover. There are some emergency swales to the north.

Mr. Smith then asked if the elevations would be the same as what is in The Islands, to which Mr. LeBlanc replied they are using the same elevations that are in Sections 1 and 2 and following the city's requirements of 7' minimum finished floor elevation.

Mr. Smith then asked about the maintenance of the property around the detention pond, to which Mr. LeBlanc replied that the MUD would be responsible.

- Mr. Manuel De La Cerda (1318 29th Avenue North) stated that because of what he experienced during Hurricane Harvey he is concerned because his property is low, and he has a lot of trees against his fence line. He is concerned about keeping the creek behind his property as a retention pond. He asked if the trees behind his fence would remain in place.

Mr. LeBlanc replied that Heron's Landing cannot be raised to the same height as The Islands. He added that they may not keep the canal behind Mr. De La Cerda's property, but they are currently and will continue to accept Heron's Landing's water.

Mr. De La Cerda then asked where the fence line for the new homes would be and will there be a gap between the fences. Mr. LeBlanc replied that the builder would build the fence on the property lines but would work out any issues on an individual basis.

- Mr. Norman Reed stated he owns the property on the west boundary of Heron's Landing and is very much in favor of this project. The drainage is very much improved with the onsite detention pond. He believes that traffic will flow much nicer.

Mr. De La Cerda added that he has never heard of anyone putting in any traffic lights in the neighborhood. Mr. LeBlanc replied that the light would be installed where the current flashing light is located at 25th Avenue North and 9th Street North.

- Ms. Teresa Brautigam (1206 29th Avenue North) stated that she has concerns about flooding. She has listened to the developer say there will be no flooding, but every time it rains there is water at her fence line. She also has a gate leading to the Heron's Landing property and is concerned about the new fence line. She asked about the amenities that will be provided and is concerned about strangers having access to her backyard via the gate. She added that she was told by her real estate agent that nobody would ever build behind her and she is going to lose her wonderful view. Mr. LeBlanc replied that they are enhancing the land plan behind her, not trying to ruin her view.
- Mr. Raymond Bennett (1426 29th Avenue North) asked about the collectors in phase 1 and 2. He understands where the drainage will go, but asked where else the collectors would go. Mr. LeBlanc replied that the collectors are open swales that drain into the canal.
- Mr. Corey Whitley (1014 White Willow Drive) stated he is located in the existing section of Heron's Landing right next to the new sections and has no bulkhead, so he has lost dirt and his property slopes down at the property line. A lot of dirt has washed away from his property so his property slopes before it gets to his fence. There is nothing he can do to correct this because of the way it slopes and the property next to him is so low. Mr. Reed stated that he will go by and take a look at Mr. Whitley's property. Mr. Whitley asked whether when the new section is filled if it would be possible for his property to be filled back in. Mr. Reed replied that his property and Section 4 behind him would match up.

There were no questions or further discussion, to which a motion was made by Aric Owens/Commissioner Thelma Bowie to close the Public Hearing. All other members voted aye.

- 4) Consider and take action on the recommendation to approve amendments to the PUD Application, Masterplan, and Development Agreement for Heron's Landing Subdivision. Located north of Swallows Meadow Subdivision and west of Pelican Harbour Subdivision.**

After presentation, a motion was made by Commissioner Thelma Bowie/Aric Roberts to recommend approving the amendments to Heron's Landing Planned Development Application, Master Plan and Development Agreement. All other members present voted aye.

5) GENERAL UPDATES

Ms. Golden stated that staff is working to update the current zoning map, which is a PDF map and not user friendly when searching for the zoning designation of a specific

property. Work is underway to upgrade the zoning map to a GIS based web-map so a search can be made for a property by address. The map will take you to the property and tell you what the zoning is and will also include a link to the zoning ordinance to review what can be done in that district. There is also a link to let someone know what the Gateway Overlay District is and what is required. When ready to use, this will be an easier way for the public to find out how a property is zoned, or the uses allowed in each zone. The web-based zoning map was demonstrated for the Zoning Commission.

OTHER BUSINESS (Any conceptual development proposal requesting to come before the Zoning Commission)

Chairman O'Brien asked if there was any other business to which there was none. **A motion was made by Commissioner Thelma Bowie/Aric Owens to adjourn. All members present voted aye.**

Kimberly Golden, Secretary

Date

Minutes approved by the Planning Board at its meeting on _____.

CITY COMMISSION REGULAR MTG

(9) (a)

Meeting Date: 04/03/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for March 20, 2024 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, MARCH 20, 2024 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, MARCH 20, 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: Dedrick D. Johnson, Mayor
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem
Abel Garza, Jr. , Commissioner At-Large
DeAndre' Knoxson, Commissioner District 1
Felix Herrera, Commissioner District 2
Dorthea Jones Pointer, Commissioner District 3
Jami Clark, Commissioner District 4

2. INVOCATION

Led by Pastor Matthew Walker of Restoration City Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 4 Jami Clark

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

Richard Washington	Parks & Recreation	03/28/2014	10 years
David Richardson	Public Works	03/02/2009	15 years
Charles Thompson	Parks & Recreation	03/01/1989	35 years

b. Proclaiming April as Child Abuse Awareness Month (CASA of Galveston County)

Representatives from CASA of Galveston County accepted the proclamation.

5. REPORTS

a. Annual Bayou Golf Course Report (Golf Course)

Mike Skiba, Head Golf Pro, gave a PowerPoint presentation.

6. PUBLIC COMMENTS

Matthew Raines requested to address the Commission.

7. CONSENT AGENDA

Motioned by Commissioner At-Large Thelma Bowie to approve Consent Agenda items a, b, c, d, g, h, i, and j. The motion was seconded by Commissioner District 2 Felix Herrera.

- a. Approve City Commission Minutes for the March 6, 2024, meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2024-044, authorizing the Director of Library Services to remove delinquent fees and fines that are attached to library patron accounts that expired prior to February 20, 2017. (Library)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2024-045, appointing Tamesha Hampton to the Keep Texas City Beautiful Committee and CDBG Citizens Advisory Committee (City Secretary)

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 2024-046, authorizing signatories for the Community Development Block Grant – Mitigation Program (CDBG-MIT) for GLO state contract no. 24-065-018-E175. (Community Development)

Vote: 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 2024-047, adopting various policies and procedures related to Civil Rights and Community Development Block Grant-Mitigation (CDBG-MIT). (Community Development)

Item pulled by Mayor Dedrick D. Johnson.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 4 Jami Clark made a motion to table the items for further development.

Vote: 7 - 0 CARRIED

- f. Consider and take action on Resolution No. 2024-048, adopting a waiver valuation policy for involuntary property acquisitions. (Community Development)

Item pulled by Mayor Dedrick D. Johnson.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 4 Jami Clark made a motion to table the items for further development.

Vote: 7 - 0 CARRIED

- g. Consider and take action on Resolution No. 2024-049, awarding Bid No. 2024-002 Cement Stabilized Sand Annual Contract to JDB Services, Inc. (Public Works)

Vote: 7 - 0 CARRIED

- h. Consider and take action on Resolution No. 2024-050, suspending the April 10, 2024, effective date of CenterPoint Energy Houston Electric, LLC's requested rate change to permit the City time to study the request and to establish reasonable rates. (Management Services)

Vote: 7 - 0 CARRIED

- i. Consider and take action on Resolution No. 2024-051, authorizing the Mayor, or his designee, to enter into an agreement with ARKK Engineers, LLC for the design, bidding, and construction observation phases for the "Far West Water Plant Phase 2 Project." (Public Works)

Vote: 7 - 0 CARRIED

- j. Consider and take action on Resolution No. 2024-052, authorizing the Mayor, or his designee, to enter into an agreement with ARKK Engineers, LLC for the design, bidding, and construction observation phases for the "FM 517 Water Plant Phase Two Project" (Public Works)

Vote: 7 - 0 CARRIED

8. REGULAR ITEMS

- a. Consider and take action on the third and final reading of Ordinance 2024-04, amending the Texas City Code of Ordinances Title XV entitled "Land Usage", Chapter 160 entitled "Zoning" and providing for publication and an effective date. (Transportation and Planning)

Kim Golden, City Engineer, requested that the City Commission defer taking action on the third reading of the Ordinance as presented at this time.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 2 Felix Herrera to table the third reading for a future date.

Vote: 7 - 0 CARRIED

- b. Consider and take action on Ordinance No. 2024-11, amending the fiscal year 2023-2024 budget to appropriate funds from the Water Tank Improvements account (501705-55560) for \$400,000 to Waterline Rehab Phase 20 (501705-55690-70520) for \$75,000 and Waterline Rehab Phase 21 (501705-55690-70521) for \$325,000. (Finance)

Jeffery Miller, Interim Finance Director, stated the Finance Department recommends the following Budget Amendment.

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

Vote: 7 - 0 CARRIED

9. MAYOR'S COMMENTS

10. ADJOURNMENT

Having no further business, Commissioner At-Large Abel Garza, Jr. made a MOTION to ADJOURN at 5:34 p.m.; the motion was SECONDED by Commissioner District 3 Dorthea Jones Pointer. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(9) (b)

Meeting Date: 04/03/2024

Heron's Landing Section 3 - Galveston County Municipal Utility District 79 requests to Petition for Consent to Annex 8.933 acres of land from the District and Heron's Landing Development, LLC ("Heron's"), together with the Certificate of Authority of Heron's

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

The District and Heron's Landing Section 3 request the consent of the City to the annexation of 8.933 acres of the Heron's Landing Subdivision being Section 3 into Galveston County Municipal Utility District 79.

BACKGROUND (Brief Summary)

Heron's Landing Development, LLC is the developer of the Heron's Landing Subdivision pursuant to that certain Development Agreement dated October 7, 2015, which was assigned to Heron's Landing Development, LLC on February 12, 2024, and then Amended and Restated by Agreement dated March 20, 2024, for which subdivision the City Commission did preliminarily approve a zoning change to District I – Planned Unit Development and Masterplan on August 19, 2015, and is scheduled to preliminarily approve an Amended Planned Unit Development and Updated Master Plan and Amended and Restated Development Agreement at its meeting on April 3, 2024. The Amended and Restated Development Agreement provides for the City to consent to annexation of the Heron's Landing Subdivision into GCMUD 79 by section as each section receives Final Plat Approval.

The Planning Board of the City of Texas City did approve a preliminary plat and one-line drawings for Section 3 of the Heron's Landing Subdivision in accordance with the approved Master Plan at its meeting on March 14, 2022; and did approve the final plat and construction drawings for Section 3 at its meeting on May 1, 2023

RECOMMENDATION

Staff recommend approval of the consent to annexation of Heron's Landing Subdivision Section 3 into GCMUD 79 because the Planning Board of the City of Texas City did approve a preliminary plat and one-line drawings for Section 3 of the Heron's Landing Subdivision in accordance with the approved Master Plan at its meeting on March 14, 2022; and did approve the final plat and construction drawings for Section 3 at its meeting on May 1, 2023.

Fiscal Impact

Attachments

Heron's Sec 3 - Petition for Consent to Annex Land into MUD 79

Hérons Sec 3 - Certificate of Authority

Hérons Sec 3 - Survey Map

Resoln - SEc 3 - Consent to Annexation into MUD - Heron's Sec 3

Resolution

PETITION FOR CONSENT TO ANNEX LAND INTO
GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

TO THE HONORABLE MAYOR AND CITY COMMISSION OF THE CITY OF TEXAS
CITY, TEXAS:

The undersigned, GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 (the "District"), and HERON'S LANDING DEVELOPMENT, LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Commission of the City of Texas City, Texas (the "City"), for its written consent to the annexation by the District of the 8.933-acre tract of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on August 17, 2020. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Galveston Central Appraisal District.

III.

The Petitioner represents that there are no lienholders on the Land except DRHI, Inc., a Delaware corporation and Gulf Capital Lending LLC, a Texas limited liability company.

IV.

The Land is situated wholly within Galveston County, Texas. No part of the Land is within the limits of any incorporated city, town or village, except the City and no part of the Land is within the extraterritorial jurisdiction (as such term is defined in Local Government Code Section 42.001 et seq., as amended) of any city, town or village. All of the Land may properly be annexed into the District.

V.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, and a drainage and storm sewer system, road facilities, and parks and recreational facilities.

VI.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Galveston County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system nor an adequate drainage system, nor road facilities, nor parks or recreational facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system and a drainage and storm sewer system, road facilities, and parks and recreational facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage and storm sewer system, such road facilities, and such parks and recreational facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

The Petitioner and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioner and the District will adopt and abide by the conditions set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on February 22, 2024.

GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 79

By: [Signature]

Name: Michael Arterburn Sr.

Title: President

ATTEST:

By: [Signature]

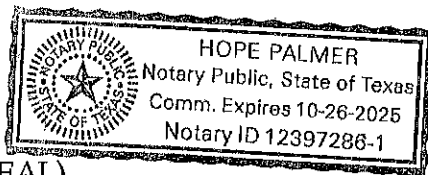
Name: Cosme Reyes

Title: Secretary



THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on February 22, 2024, by Michael Arterburn Sr., as President, and Cosme Reyes, as Secretary, of the Board of Directors of GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79, a political subdivision of the State of Texas, on behalf of said political subdivision.

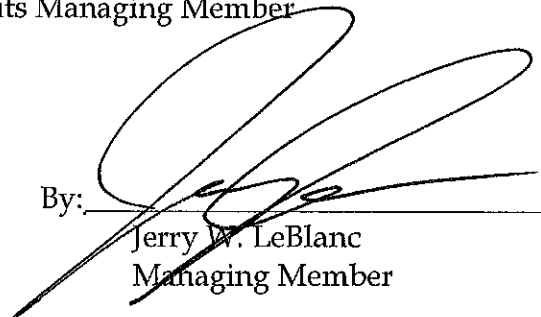


(NOTARY SEAL)

[Signature]
Notary Public, State of Texas

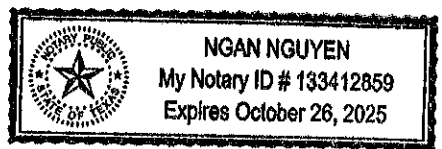
HERON'S LANDING DEVELOPMENT, LLC,
a Texas limited liability company

By: Binnacle Development, LLC,
a Texas limited liability company,
its Managing Member

By: 
Jerry W. LeBlanc
Managing Member

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on February 22,
2024, by Jerry W. LeBlanc, Managing Member of Binnacle Development LLC, a Texas
limited liability company, Managing Member of HERON'S LANDING DEVELOPMENT,
LLC, a Texas limited liability company, on behalf of said limited liability companies.




Notary Public, State of Texas

(NOTARY SEAL)

- Attachments:**
Exhibit A: Description of the Land
Exhibit B: Conditions of the City



LEAGUE CITY OFFICE
 Registration Number: 10193855
 (281) 554-7739 www.hightidelandsurveying.com
 200 HOUSTON AVE, SUITE B | LEAGUE CITY, TX 77573
 Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

EXHIBIT "A"

Description of a tract of land out of the Daniel Richardson Survey in Galveston County, Texas, said tract also being part of that certain 22.911 acre "Tract B", together with that certain 17.025 acre "Tract C" conveyed to Heron's Landing Development, LLC., according to deed recorded under File No. 2018072699, in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Heron's Landing, Section Two, a subdivision in Galveston County, Texas, according to the map recorded under File No. 2018050773, in the Office of the County Clerk of Galveston County, Texas, said point also lying in the North line of Swallow's Meadow Subdivision, a subdivision in Galveston County, Texas according to the Map or Plat thereof recorded in Volume 18, Page 4, in the Office of the County Clerk of Galveston County, Texas;

THENCE South 88°00'03" West along the North line of said Swallow's Meadow Subdivision, a distance of 600.00 feet to a point in the North line of Islands Subdivision, Phase 5, a subdivision in Galveston County, Texas according to the Map or Plat thereof recorded in Volume 18, Page 857, in the Office of the County Clerk of Galveston County, Texas;

THENCE in a Northerly direction over and across said "Tract B" the following courses and distances:

North 01°59'57" West, a distance of 519.74 feet;

North 70°46'16" West, a distance of 82.21 feet (L1);

North 19°11'22" East, a distance of 15.00 feet (L15);

South 70°44'45" East, a distance of 42.75 feet (L16);

North 19°13'44" East, a distance of 45.00 feet (L2);

Along a curve to the left, said curve having a radius of 30.00 feet, a chord bearing of North 87°30'32" East, a chord length of 22.20 feet, and an arc length of 22.75 feet (C1);

North 17°35'58" East, a distance of 23.36 feet (L3);

South 73°14'34" East, a distance of 70.00 feet (L4);

North 17°35'58" East, a distance of 88.26 feet (L5);

Along a curve to the left, having a radius of 650.00 feet, a chord bearing of South 85°43'26" East, a chord length of 240.87 feet, and an arc length of 242.27 feet (C2);

North 83°35'53" East, a distance of 162.68 feet;

Along a curve to the right, having a radius of 1,350.00 feet, a chord bearing of North 85°27'54" East, a chord length of 87.96 feet, and an arc length of 87.97 feet (C3) to a point in the West line of said Heron's Landing, Section Two;

Thence South 01°59'57" East along the West line of said Heron's Landing, Section Two, a distance of 661.91 feet to the POINT OF BEGINNING, and containing a calculated area of 8.933 acres (389,140 sq. ft.) of land, more or less.

Stephen C. Blaskey
 Stephen C. Blaskey
 Registered Professional
 Land Surveyor No. 5856



REVISED: FEBRUARY 12, 2024
 SURVEY DATE: NOVEMBER 9, 2018
 FILE No.: 0204-0167-0000-000
 DRAFTING: JTK
 JOB No.: 18-1002

NOTE:
 The Bearings and Distances shown are based on the Texas State Coordinate System of 1983, South Central Zone, and are referenced to N.G.S. Monument HGCSO 62 (AW5708). All units are expressed in U.S. Survey Feet.

Exhibit B

(a) Bonds will be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing under contract with The City of Texas City, Texas, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, fire-fighting facilities, parks and recreational facilities, and street, road and bridge facilities or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Texas City, Texas, dissolves the District, takes over the assets of the District and assumes all of the obligations of the District. No land will be added or annexed to the District until The City of Texas City, Texas, has given its written consent by resolution of the City Commission to such addition or annexation.

(b) Any refunding bonds of the District must provide for a minimum of three percent present value savings and no maturity of the refunding bonds may extend beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the District, the District, its directors, officers, or the developers and landowners will submit to the Director of Public Works and the City Engineer of The City of Texas City, Texas, or to his/her designated representative, all plans and specifications for the construction of water, sanitary sewer, and drainage facilities and street, road and bridge facilities to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of The City of Texas City, Texas. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the District will

comply with The City of Texas City, Texas' standard plans and specifications. Prior to the construction of such facilities within the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works and the City Engineer, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, and drainage facilities and street, road, and bridge facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of The City of Texas City, Texas; and during the progress of the construction and installation of such facilities, the District Engineer of record shall periodically monitor and observe the construction of facilities and submit to the City a certification that all facilities have been installed to City and State plans and specifications. Additionally, the District shall provide funds to pay the City's cost of contracting with an inspector to provide full time monitoring and inspection of the construction of facilities. The Director of Public Works and the City Engineer of the City of Texas City, Texas, or his/her designated representative, may make periodic on-the-ground inspections.

CERTIFICATE OF AUTHORITY

I, Jerry W. LeBlanc, hereby certify that:

1. I am the sole Managing Member of Binnacle Development, LLC, a Texas limited liability company, a Texas limited liability company ("Binnacle");
2. Binnacle is the Managing Member of HERON'S LANDING DEVELOPMENT, LLC, a Texas limited liability company ("Heron's");
3. In such capacity, I am authorized to execute any and all documents in connection with the annexation of land into GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 (the "District"), including, specifically, but not limited to, the Petition for Consent to Annex Land into the District, and the Petition for Addition of Certain Land into the District, and any certificates needed by the City of Texas City, Texas, the Texas Commission on Environmental Quality and the Attorney General of Texas (the "Annexation Documents"); and
4. Such execution of the Annexation Documents is duly authorized in accordance with the limited liability company agreements of Binnacle and Heron's;
5. Such authorization is valid as of the date of execution of said Annexation Documents.

WITNESS MY HAND this 22nd day of February, 2024.

**BINNACLE DEVELOPMENT, LLC, a Texas
limited liability company**

By: _____

Jerry W. LeBlanc
Managing Member

200' Wide City of Texas City
Rainwater Pumping Outfall Channel
(no record found)



SCALE: 1" = 100'

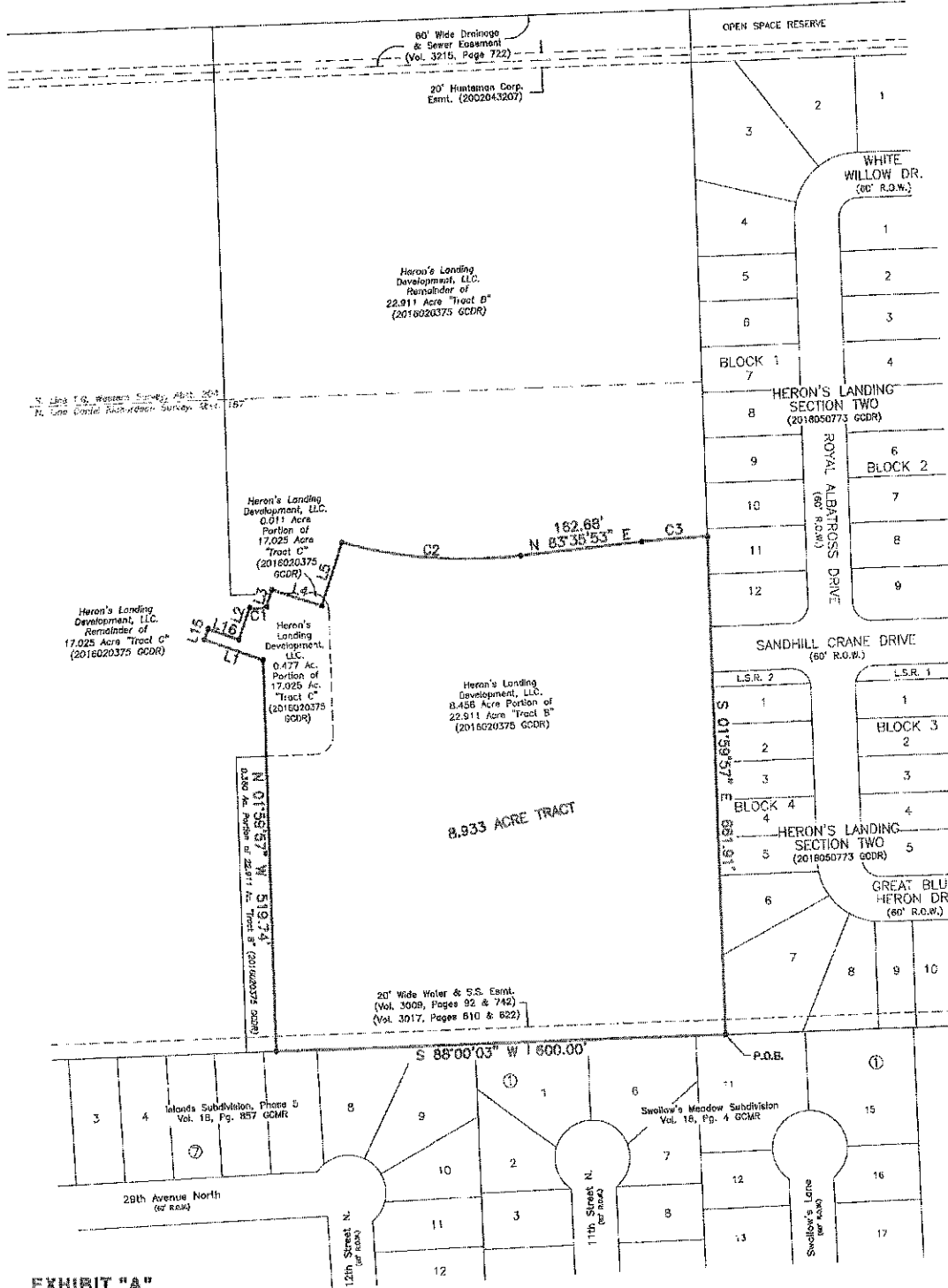


EXHIBIT "A"

Exhibit of a 8.933 acre tract of land out of the Daniel Richardson Survey in Galveston County, Texas, said tract also being part of that certain 22.911 acre "Tract B", together with that certain 17.025 acre "Tract C" conveyed to Heron's Landing Development, LLC, according to deed recorded under File No. 2016020375, in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds on attached Exhibit "B".

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Stephen C. Blasky
Stephen C. Blasky
Registered Professional
Land Surveyor No. 5856



LEAGUE CITY OFFICE
Registration Number: 9923066
(281) 664-7700 www.hightidesurveying.com
300 HOBSON AVE, SUITE 4 | LEAGUE CITY, TX 77573
Mailing P.O. BOX 10442 | GALVESTON, TX 77550

CURVE	ARC LENGTH	CHORD	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
G1	22.75	30.00	43°28'24"	N 87°30'32" E	22.75
G2	242.27	1856.10	2°12'17"	S 80°43'26" E	240.57
G3	187.97	1350.00	3°44'01"	N 85°27'34" E	187.98

LINE	BEARING	DISTANCE
L1	N 70°48'10" W	182.21
L2	N 18°13'24" E	45.00
L3	N 77°30'38" E	22.36
L4	S 7°14'34" E	70.00
L5	N 17°30'58" E	88.28
L6	S 83°53'34" W	26.55
L7	S 83°53'34" W	53.05
L8	S 83°53'34" W	46.60
L9	S 01°59'57" E	77.02
L10	S 10°3'18" E	26.09
L11	S 10°58'12" E	26.09
L12	S 10°58'18" E	15.06
L13	S 01°59'57" E	88.27
L14	N 02°48'12" W	39.20
L15	N 19°11'22" E	15.00
L16	N 70°44'26" E	42.75

NOTES:
1) This property does not lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
2) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company).
3) The Bearings and Distances shown are based on the Texas State Coordinate System of 1983, South Central Zone, and are referenced to N.G.S. Monument HGCSO 02 (M15708). All units are expressed in U.S. Survey Feet.
4) Surveyed without benefit of a Title Report.

REVISED: FEBRUARY 12, 2024
SURVEY DATE: NOVEMBER 9, 2018
FILE NO.: 0204-0187-0000-020
DRAWING: JIK
JOB NO.: 18-1092

RESOLUTION NO. 24 - ____

A RESOLUTION OF CONSENT TO THE ANNEXATION OF CERTAIN LAND COMPRISING THE HERON'S LANDING SUBDIVISION SECTION 3 INTO GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 UPON CERTAIN CONDITIONS AND FURTHER PROVIDING THEREWITH.

WHEREAS, the Galveston County Municipal Utility District No. 79 (MUD 79) and Heron's Landing Development, LLC have jointly petitioned the City of Texas City, TX for consent to the annexation of certain land comprising the Brookwater Subdivision into MUD 79, and

WHEREAS, Heron's Landing Development, LLC is the developer of the Heron's Landing Subdivision pursuant to that certain Development Agreement dated October 7, 2015 which was assigned to Heron's Landing Development, LLC on February 12, 2024 and then Amended and Restated by Agreement dated March 20, 2024, for which subdivision the City Commission did preliminarily approve a zoning change to District I – Planned Unit Development and Masterplan on August 19, 2015 and then did preliminarily approve an Amended Planned Unit Development and Updated Masterplan at its meeting on April 3, 2024; and

WHEREAS, the Planning Board of the City of Texas City did approve a preliminary plat and one-line drawings for Section 3 of the Heron's Landing Subdivision in accordance with the approved Master Plan at its meeting on March 14, 2022; and did approve the final plat and construction drawings for Section 3 at its meeting on May 1, 2023.

WHEREAS, staff have reviewed the Petition for Consent to Annex Land and offer no objection to the consent to annexation subject to certain recommended conditions as attached in Exhibit B to the Petition.

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

Section 1. That the Petition for Consent to Annexation of Certain Land into the Galveston County Municipal Utility District No. 79 filed jointly by said MUD and Binnacle Texas City 51, LLC, together with all exhibits thereto is hereby incorporated herein by reference.

Section 2. That the City Commission of the City of Texas City, Texas, hereby consents to the annexation of certain land comprising that certain 8.933 acres of the Heron's Landing Subdivision Section 3 into the Galveston County Municipal District No. 79 upon conditions stated in Exhibit B of the Petition.

PASSED AND ADOPTED this _____ day of March, 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

RESOLUTION NO. 2024 -053

A RESOLUTION OF CONSENT TO THE ANNEXATION OF CERTAIN LAND COMPRISING THE HERON'S LANDING SUBDIVISION SECTION 3 INTO GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 UPON CERTAIN CONDITIONS AND FURTHER PROVIDING THEREWITH.

WHEREAS, the Galveston County Municipal Utility District No. 79 (MUD 79) and Heron's Landing Development, LLC have jointly petitioned the City of Texas City, TX for consent to the annexation of certain land comprising the Brookwater Subdivision into MUD 79; and

WHEREAS, Heron's Landing Development, LLC is the developer of the Heron's Landing Subdivision pursuant to that certain Development Agreement dated October 7, 2015 which was assigned to Heron's Landing Development, LLC on February 12, 2024 and then Amended and Restated by Agreement dated March 20, 2024, for which subdivision the City Commission did preliminarily approve a zoning change to District I – Planned Unit Development and Masterplan on August 19, 2015, and then did preliminarily approve an Amended Planned Unit Development and Updated Masterplan at its meeting on April 3, 2024; and

WHEREAS, the Planning Board of the City of Texas City did approve a preliminary plat and one-line drawings for Section 3 of the Heron's Landing Subdivision in accordance with the approved Master Plan at its meeting on March 14, 2022; and did approve the final plat and construction drawings for Section 3 at its meeting on May 1, 2023; and

WHEREAS, staff have reviewed the Petition for Consent to Annex Land and offer no objection to the consent to annexation subject to certain recommended conditions as attached in Exhibit B to the Petition.

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

SECTION 1: That the Petition for Consent to Annexation of Certain Land into the Galveston County Municipal Utility District No. 79 filed jointly by said MUD and Binnacle Texas City 51, LLC, together with all exhibits thereto is hereby incorporated herein by reference.

SECTION 2: That the City Commission of the City of Texas City, Texas, hereby consents to the annexation of certain land comprising that certain 8.933 acres of the Heron's Landing Subdivision Section 3 into the Galveston County Municipal District No. 79 upon conditions stated in Exhibit B of the Petition.

PASSED AND ADOPTED this 3rd day of April 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) (c)

Meeting Date: 04/03/2024

Heron's Landing Section 4 - Consent to Annexation of Heron's Landing Section 4 into Galveston County Municipal Utility District No. 79

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Heron's Landing Development, LLC and the Galveston County Municipal Utility District No. 79 request City's Consent to Annexation of Heron's Landing Section 4 into Galveston County Municipal Utility District No. 79.

BACKGROUND (Brief Summary)

Heron's Landing Development, LLC is the developer of the Heron's Landing Subdivision pursuant to that certain Development Agreement dated October 7, 2015 which was assigned to Heron's Landing Development, LLC on February 12, 2024 and then Amended and Restated by Agreement dated March 20, 2024, for which subdivision the City Commission did preliminarily approve a zoning change to District I – Planned Unit Development and Masterplan on August 19, 2015 and is scheduled to preliminarily approve an Amended Planned Unit Development and Updated Masterplan at its meeting on April 3, 2024.

The Amended and Restated Development Agreement dated March 20, 2024 and scheduled for approval by the City Commission at its meeting on April 3, 2024, provides for the consent to annexation of the Heron's Landing Subdivision into the Galveston County Municipal Utility District No. 79 by section as each section received Final Plat approval by the Planning Board.

The Planning Board of the City of Texas City did approve a preliminary plat and one-line drawings for Section 4 of the Heron's Landing Subdivision in accordance with the approved Master Plan at its meeting on November 6, 2023; and did approve the final plat and construction drawings for that certain 14.017 acres of Section 4 in accordance with the approved UpDATED Master Plan at its meeting on March 18, 2024.

RECOMMENDATION

Staff recommend consent to annexation of Heron's Landing Section 4 into GC MUD 79 because the Planning Board of the City of Texas City did approve a preliminary plat and one-line drawings for Section 4 of the Heron's Landing Subdivision in accordance with the approved Master Plan at its meeting on November 6, 2023; and did approve the final plat and construction drawings for Section 4 in accordance with the approved UpDATED Master Plan at its meeting on March 18, 2024.

Fiscal Impact

Attachments

Attach 1 - Pet for Consent to Annex Land - 8.933 acre

Attach 2 - Cert of Authority - Heron's

Attach 3 - 18-1002A SUR REV 02-12-2024-8.933 acres

Resoln - SEc 4 - Consent to Annexation into MUD - Heron's Sec 4

Resolution

PETITION FOR CONSENT TO ANNEX LAND INTO
GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

TO THE HONORABLE MAYOR AND CITY COMMISSION OF THE CITY OF TEXAS
CITY, TEXAS:

The undersigned, GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 (the "District"), and HERON'S LANDING DEVELOPMENT, LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Commission of the City of Texas City, Texas (the "City"), for its written consent to the annexation by the District of the 8.933-acre tract of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on August 17, 2020. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Galveston Central Appraisal District.

III.

The Petitioner represents that there are no lienholders on the Land except DRHL, Inc., a Delaware corporation and Gulf Capital Lending LLC, a Texas limited liability company.

IV.

The Land is situated wholly within Galveston County, Texas. No part of the Land is within the limits of any incorporated city, town or village, except the City and no part of the Land is within the extraterritorial jurisdiction (as such term is defined in Local Government Code Section 42.001 et seq., as amended) of any city, town or village. All of the Land may properly be annexed into the District.

V.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, and a drainage and storm sewer system, road facilities, and parks and recreational facilities.

VI.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Galveston County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system nor an adequate drainage system, nor road facilities, nor parks or recreational facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system and a drainage and storm sewer system, road facilities, and parks and recreational facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage and storm sewer system, such road facilities, and such parks and recreational facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

The Petitioner and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioner and the District will adopt and abide by the conditions set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on February 22, 2024.

GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 79

By: [Signature]

Name: Michael Arterburn Sr.

Title: President

ATTEST:

By: [Signature]

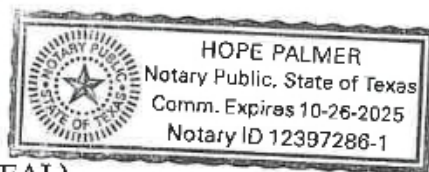
Name: Cosme Reyes

Title: Secretary



THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on February 22, 2024, by Michael Arterburn Sr., as President, and Cosme Reyes, as Secretary, of the Board of Directors of GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)

[Signature]
Notary Public, State of Texas

HERON'S LANDING DEVELOPMENT, LLC,
a Texas limited liability company

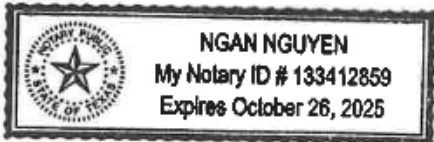
By: Binnacle Development, LLC,
a Texas limited liability company,
its Managing Member

By: 
Jerry W. LeBlanc
Managing Member

THE STATE OF TEXAS
COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on February 22,
2024, by Jerry W. LeBlanc, Managing Member of Binnacle Development, LLC, a Texas
limited liability company, Managing Member of HERON'S LANDING DEVELOPMENT,
LLC, a Texas limited liability company, on behalf of said limited liability companies.




Notary Public, State of Texas

(NOTARY SEAL)

- Attachments:**
Exhibit A: Description of the Land
Exhibit B: Conditions of the City



LEAGUE CITY OFFICE
 Registration Number: 10193855
 (281) 554-7739 www.hightidelandsurveying.com
 200 HOUSTON AVE, SUITE B | LEAGUE CITY, TX 77573
 Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

EXHIBIT "A"

Description of a tract of land out of the Daniel Richardson Survey in Galveston County, Texas, said tract also being part of that certain 22.911 acre "Tract B", together with that certain 17.025 acre "Tract C" conveyed to Heron's Landing Development, LLC., according to deed recorded under File No. 2018072699, in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Heron's Landing, Section Two, a subdivision in Galveston County, Texas, according to the map recorded under File No. 2018050773, in the Office of the County Clerk of Galveston County, Texas, said point also lying in the North line of Swallow's Meadow Subdivision, a subdivision in Galveston County, Texas according to the Map or Plat thereof recorded in Volume 18, Page 4, in the Office of the County Clerk of Galveston County, Texas;

THENCE South 88°00'03" West along the North line of said Swallow's Meadow Subdivision, a distance of 600.00 feet to a point in the North line of Islands Subdivision, Phase 5, a subdivision in Galveston County, Texas according to the Map or Plat thereof recorded in Volume 18, Page 857, in the Office of the County Clerk of Galveston County, Texas;

THENCE in a Northerly direction over and across said "Tract B" the following courses and distances:

North 01°59'57" West, a distance of 519.74 feet;

North 70°46'16" West, a distance of 82.21 feet (L1);

North 19°11'22" East, a distance of 15.00 feet (L15);

South 70°44'45" East, a distance of 42.75 feet (L16);

North 19°13'44" East, a distance of 45.00 feet (L2);

Along a curve to the left, said curve having a radius of 30.00 feet, a chord bearing of North 87°30'32" East, a chord length of 22.20 feet, and an arc length of 22.75 feet (C1);

North 17°35'58" East, a distance of 23.36 feet (L3);

South 73°14'34" East, a distance of 70.00 feet (L4);

North 17°35'58" East, a distance of 88.26 feet (L5);

Along a curve to the left, having a radius of 650.00 feet, a chord bearing of South 85°43'26" East, a chord length of 240.87 feet, and an arc length of 242.27 feet (C2);

North 83°35'53" East, a distance of 182.88 feet;

Along a curve to the right, having a radius of 1,350.00 feet, a chord bearing of North 85°27'54" East, a chord length of 87.96 feet, and an arc length of 87.97 feet (C3) to a point in the West line of said Heron's Landing, Section Two;

Thence South 01°59'57" East along the West line of said Heron's Landing, Section Two, a distance of 661.91 feet to the POINT OF BEGINNING, and containing a calculated area of 8.933 acres (389,140 sq. ft.) of land, more or less.


 Stephen C. Blaskey
 Registered Professional
 Land Surveyor No. 5856

REVISED:	FEBRUARY 12, 2024
SURVEY DATE:	NOVEMBER 9, 2018
FILE No.:	0204-0167-0000-000
DRAFTING:	JTK
JOB No.:	18-1002



NOTE:

The Bearings and Distances shown are based on the Texas State Coordinate System of 1983, South Central Zone, and are referenced to N.G.S. Monument HGCSD 62 (AW570B). All units are expressed in U.S. Survey Feet.

Exhibit B

(a) Bonds will be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing under contract with The City of Texas City, Texas, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, fire-fighting facilities, parks and recreational facilities, and street, road and bridge facilities or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Texas City, Texas, dissolves the District, takes over the assets of the District and assumes all of the obligations of the District. No land will be added or annexed to the District until The City of Texas City, Texas, has given its written consent by resolution of the City Commission to such addition or annexation.

(b) Any refunding bonds of the District must provide for a minimum of three percent present value savings and no maturity of the refunding bonds may extend beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the District, the District, its directors, officers, or the developers and landowners will submit to the Director of Public Works and the City Engineer of The City of Texas City, Texas, or to his/her designated representative, all plans and specifications for the construction of water, sanitary sewer, and drainage facilities and street, road and bridge facilities to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of The City of Texas City, Texas. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the District will

comply with The City of Texas City, Texas' standard plans and specifications. Prior to the construction of such facilities within the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works and the City Engineer, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, and drainage facilities and street, road, and bridge facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of The City of Texas City, Texas; and during the progress of the construction and installation of such facilities, the District Engineer of record shall periodically monitor and observe the construction of facilities and submit to the City a certification that all facilities have been installed to City and State plans and specifications. Additionally, the District shall provide funds to pay the City's cost of contracting with an inspector to provide full time monitoring and inspection of the construction of facilities. The Director of Public Works and the City Engineer of the City of Texas City, Texas, or his/her designated representative, may make periodic on-the-ground inspections.

CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

I, the undersigned Secretary of the Board of Directors of GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into Galveston County Municipal Utility District No. 79 that was filed with the Board of Directors of the District on February 22, 2024.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on February 22 2024.

GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 79

By: 
Secretary, Board of Directors



CERTIFICATE OF AUTHORITY

I, Jerry W. LeBlanc, hereby certify that:

1. I am the sole Managing Member of Binnacle Development, LLC, a Texas limited liability company, a Texas limited liability company ("Binnacle");
2. Binnacle is the Managing Member of HERON'S LANDING DEVELOPMENT, LLC, a Texas limited liability company ("Heron's");
3. In such capacity, I am authorized to execute any and all documents in connection with the annexation of land into GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 (the "District"), including, specifically, but not limited to, the Petition for Consent to Annex Land into the District, and the Petition for Addition of Certain Land into the District, and any certificates needed by the City of Texas City, Texas, the Texas Commission on Environmental Quality and the Attorney General of Texas (the "Annexation Documents"); and
4. Such execution of the Annexation Documents is duly authorized in accordance with the limited liability company agreements of Binnacle and Heron's;
5. Such authorization is valid as of the date of execution of said Annexation Documents.

WITNESS MY HAND this 22nd day of February, 2024.

**BINNACLE DEVELOPMENT, LLC, a Texas
limited liability company**

By: _____

Jerry W. LeBlanc
Managing Member



SCALE: 1" = 100'

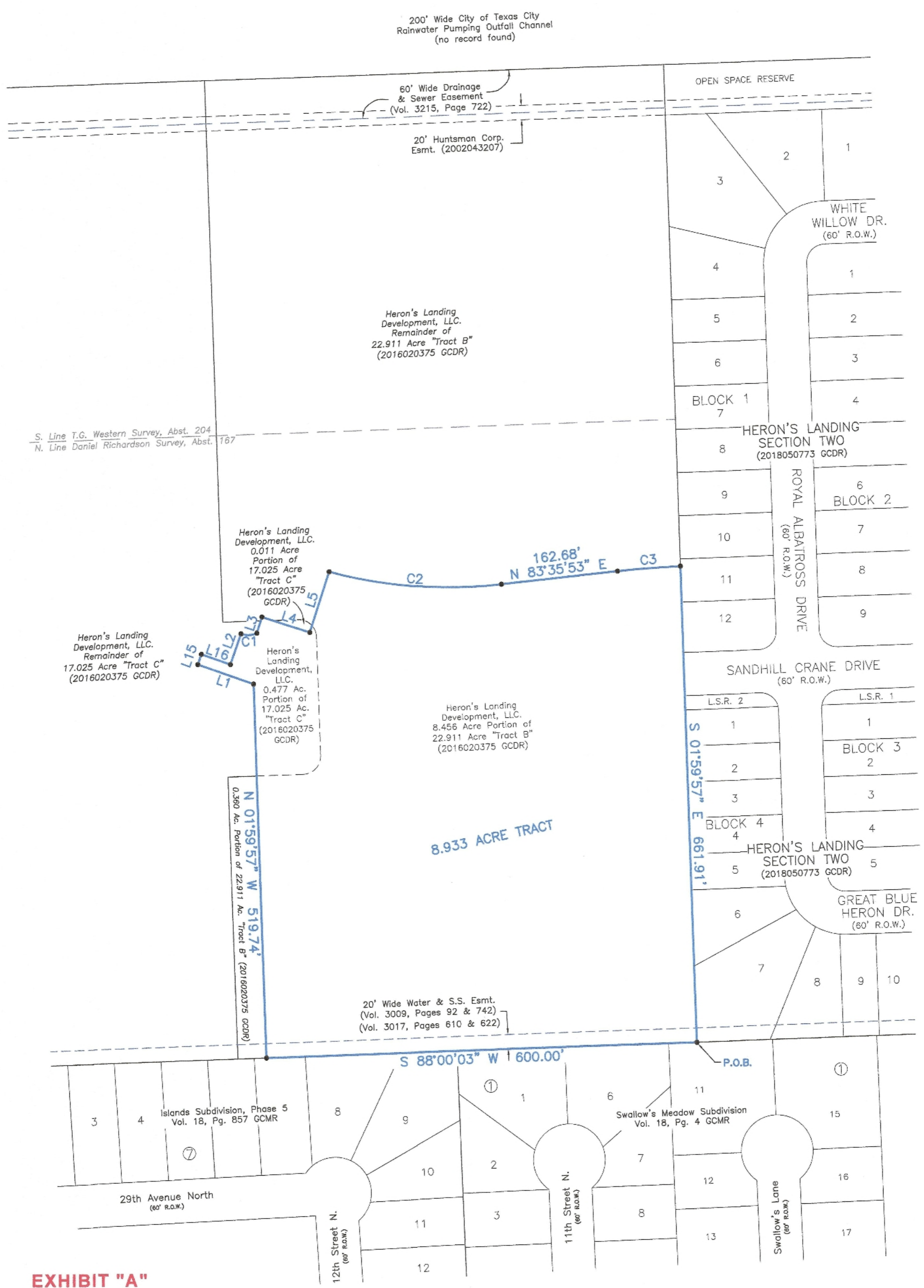


EXHIBIT "A"

Exhibit of a 8.933 acre tract of land out of the Daniel Richardson Survey in Galveston County, Texas, said tract also being part of that certain 22.911 acre "Tract B", together with that certain 17.025 acre "Tract C" conveyed to Heron's Landing Development, LLC., according to deed recorded under File No. 2016020375, in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds on attached Exhibit "B".

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Stephen C. Blaskey
 Stephen C. Blaskey
 Registered Professional
 Land Surveyor No. 5856



LEAGUE CITY OFFICE
 Registration Number: 10193855
 (281) 554-7739 www.hightidelandsurveying.com
 200 HOUSTON AVE, SUITE B | LEAGUE CITY, TX 77573
 Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	22.75'	30.00'	43°26'24"	N 87°30'32" E	22.20'
C2	242.27'	650.00'	21°21'21"	S 85°43'26" E	240.87'
C3	87.97'	1350.00'	3°44'01"	N 85°27'54" E	87.96'

LINE BEARING	DISTANCE
L1 N 70°46'16" W	82.21'
L2 N 19°13'44" E	45.00'
L3 N 17°35'58" E	22.36'
L4 S 73°14'34" E	70.00'
L5 N 17°35'58" E	88.26'
L6 S 83°35'53" W	25.35'
L7 S 83°35'53" W	53.63'
L8 S 83°35'53" W	45.68'
L9 S 01°59'57" E	77.02'
L10 S 10°58'18" E	26.08'
L11 S 10°58'18" E	26.08'
L12 S 10°58'18" E	15.96'
L13 S 01°59'57" E	59.37'
L14 N 70°46'16" W	39.50'
L15 N 19°11'22" E	15.00'
L16 S 70°44'45" E	42.75'

NOTES:

- This property does not lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
- This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company).
- The Bearings and Distances shown are based on the Texas State Coordinate System of 1983, South Central Zone, and are referenced to N.G.S. Monument HGCSO 62 (AW5708). All units are expressed in U.S. Survey Feet.
- Surveyed without benefit of a Title Report.

REVISED: FEBRUARY 12, 2024
 SURVEY DATE: NOVEMBER 9, 2018
 FILE No.: 0204-0167-0000-000
 DRAFTING: JTK
 JOB No.: 18-1002

RESOLUTION NO. 24 - ____

A RESOLUTION OF CONSENT TO THE ANNEXATION OF CERTAIN LAND COMPRISING THE HERON'S LANDING SUBDIVISION SECTION 4 INTO GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 UPON CERTAIN CONDITIONS AND FURTHER PROVIDING THEREWITH.

WHEREAS, the Galveston County Municipal Utility District No. 79 (MUD 79) and Heron's Landing Development, LLC have jointly petitioned the City of Texas City, TX for consent to the annexation of certain land comprising the Brookwater Subdivision into MUD 79, and

WHEREAS, Heron's Landing Development, LLC is the developer of the Heron's Landing Subdivision pursuant to that certain Development Agreement dated October 7, 2015 which was assigned to Heron's Landing Development, LLC on February 12, 2024 and then Amended and Restated by Agreement dated March 20, 2024, for which subdivision the City Commission did preliminarily approve a zoning change to District I – Planned Unit Development and Masterplan on August 19, 2015 and then did preliminarily approve an Amended Planned Unit Development and Updated Masterplan at its meeting on April 3, 2024; and

WHEREAS, the Planning Board of the City of Texas City did approve a preliminary plat and one-line drawings for Section 4 of the Heron's Landing Subdivision in accordance with the approved Master Plan at its meeting on November 6, 2023; and did approve the final plat and construction drawings for Section 4 in accordance with the approved UpDATED Master Plan at its meeting on March 18, 2024.

WHEREAS, staff have reviewed the Petition for Consent to Annex Land and offer no objection to the consent to annexation subject to certain recommended conditions as attached in Exhibit B to the Petition.

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

Section 1. That the Petition for Consent to Annexation of Certain Land into the Galveston County Municipal Utility District No. 79 filed jointly by said MUD and Binnacle Texas City 51, LLC, together with all exhibits thereto is hereby incorporated herein by reference.

Section 2. That the City Commission of the City of Texas City, Texas, hereby consents to the annexation of certain land comprising that certain 14.017 acres of the Heron's Landing Subdivision Section 4 into the Galveston County Municipal District No. 79 upon conditions stated in Exhibit B of the Petition.

PASSED AND ADOPTED this _____ day of March, 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

RESOLUTION NO. 2024 -054

A RESOLUTION OF CONSENT TO THE ANNEXATION OF CERTAIN LAND COMPRISING THE HERON’S LANDING SUBDIVISION SECTION 4 INTO GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 UPON CERTAIN CONDITIONS AND FURTHER PROVIDING THEREWITH; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Galveston County Municipal Utility District No. 79 (MUD 79) and Heron’s Landing Development, LLC have jointly petitioned the City of Texas City, TX for consent to the annexation of certain land comprising the Brookwater Subdivision into MUD 79; and

WHEREAS, Heron’s Landing Development, LLC is the developer of the Heron’s Landing Subdivision pursuant to that certain Development Agreement dated October 7, 2015 which was assigned to Heron’s Landing Development, LLC on February 12, 2024 and then Amended and Restated by Agreement dated March 20, 2024, for which subdivision the City Commission did preliminarily approve a zoning change to District I – Planned Unit Development and Masterplan on August 19, 2015 and then did preliminarily approve an Amended Planned Unit Development and Updated Masterplan at its meeting on April 3, 2024; and

WHEREAS, the Planning Board of the City of Texas City did approve a preliminary plat and one-line drawings for Section 4 of the Heron’s Landing Subdivision in accordance with the approved Master Plan at its meeting on November 6, 2023; and did approve the final plat and construction drawings for Section 4 in accordance with the approved Updated Master Plan at its meeting on March 18, 2024; and

WHEREAS, staff have reviewed the Petition for Consent to Annex Land and offer no objection to the consent to annexation subject to certain recommended conditions as attached in Exhibit B to the Petition.

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

SECTION 1: That the Petition for Consent to Annexation of Certain Land into the Galveston County Municipal Utility District No. 79 filed jointly by said MUD and Binnacle Texas City 51, LLC, together with all exhibits thereto is hereby incorporated herein by reference.

SECTION 2: That the City Commission of the City of Texas City, Texas, hereby consents to the annexation of certain land comprising that certain 14.017 acres of the Heron’s Landing Subdivision Section 4 into the Galveston County Municipal District No. 79 upon conditions stated in Exhibit B of the Petition.

PASSED AND ADOPTED this 3rd day of April 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) (d)

Meeting Date: 04/03/2024

Bid # 2024-453 Sanitary Sewer Rehabilitation Project - Phase 23

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

Department: Public Works

Information

ACTION REQUEST

Approve and award a contract for bid # 2024-453 Sanitary Sewer Rehabilitation Project - Phase 23.

BACKGROUND (Brief Summary)

A notice to bidders was advertised on February 28, 2024 and March 06, 2024. Bid packets were made available to local area vendors via CIVCASTUSA. Bids were received and opened on March 19, 2024 at 11:30 a.m. The lowest responsible bid meeting all specifications was submitted by CZ Construction, LLC., for the total bid amount of \$1,285,216.00. Add alternate No. 1 was not considered for award.

Funds are available via the City of Texas City 2023/2024 Annual Budget 501702-55680-70223.

A letter of recommendation and bid tabulation are attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to award bid # 2024-453 Sanitary Sewer Rehabilitation Project - Phase 23, to CZ Construction, LLC., for the total bid amount of \$1,285,216.00, and that the Mayor be authorized to execute a contract on behalf of the City Commission. It is further recommended that the Mayor be authorized to approve change orders, not to exceed 25% of the total contract price, without taking the matter before the City Commission. Thank you.

Fiscal Impact

Attachments

Exhibit A
Exhibit B
Resolution



March 25, 2024

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

Re: **Letter of Recommendation for Sanitary Sewer Rehabilitation Project – Phase 23
BID #2024-453**
City of Texas City
ARKK Job No. 23-050

Dear Mr. Ballast:

On March 19, 2024, seven (7) bids were received for the above referenced project. This project involves the rehabilitation of existing sanitary sewer lines at locations throughout the City. Following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Seven (7) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The project was bid with a base bid and one (1) Add Alternate. The Add Alternate included rehabilitation of additional sanitary sewer lines in the City.
2. As discussed with the City of Texas City, only the Base Bid was utilized as a basis for award of the contract. **Add Alternate No. 1 was not considered for award.**

The bids for the project (**Base Bid**) are as follows:

<u>Bidder</u>	<u>Total Base Bid</u>
CZ Construction, LLC	\$1,285,216.00
King Solution Services, LLC	\$1,345,351.25
Lopez Utilities Contractor, LLC	\$1,345,855.00
Texas Pride Utilities, LLC	\$1,429,957.50
Ram Rod Utilities, LLC	\$1,461,740.00
T Construction, LLC	\$1,669,803.75
PM Construction & Rehab, LLC	\$1,910,041.70

3. Qualifications and References – CZ Construction, LLC submitted a List of Qualifications, Subcontractors and Major Suppliers for this project. Based on the information provided, CZ Construction, LLC has worked on projects of similar nature in the Greater Houston area.

ARKK's staff met with CZ Construction management personnel to discuss the project requirements and City's expectations. CZ Construction management personnel indicated that they are familiar with the City's requirements and expectations, and are excited with this opportunity. CZ Construction representatives also indicated that they have the qualified personnel and experience to complete the work, and that they will complete the work successfully.

CZ Construction, LLC appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the **Sanitary Sewer Rehabilitation Project – Phase 23 to CZ Construction, LLC for a total amount of \$1,285,216.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.
Senior Project Manager

Cc: Mr. Jack Haralson – City of Texas City

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER				Lopez Utilities Contractor, LLC		Texas Pride Utilities, LLC		Ram Rod Utilities, LLC		T Construction, LLC		PM Construction & Rehab, LLC	
				CZ Construction, LLC		King Solution Services, LLC											
BASE BID ITEMS:																	
1	Pipe burst existing 6" and 8" sanitary sewer with 8.625" O.D. sanitary sewer, all depths, complete in place the sum of:	L.F.	9,820	\$ 26.50	\$ 260,230.00	\$ 30.00	\$ 294,600.00	\$ 32.00	\$ 314,240.00	\$ 30.00	\$ 294,600.00	\$ 38.00	\$ 373,160.00	\$ 42.00	\$ 412,440.00	\$ 62.00	\$ 608,840.00
2	Pipe burst existing 10" sanitary sewer with 10.75" O.D. sanitary sewer, all depths, complete in place the sum of:	L.F.	960	\$ 33.00	\$ 31,680.00	\$ 38.00	\$ 36,480.00	\$ 38.00	\$ 36,480.00	\$ 34.00	\$ 32,640.00	\$ 40.00	\$ 38,400.00	\$ 48.00	\$ 46,080.00	\$ 62.00	\$ 59,520.00
3	Pipe burst existing 12" sanitary sewer with 12.75" O.D. sanitary sewer, all depths, complete in place the sum of:	L.F.	1,395	\$ 42.00	\$ 58,590.00	\$ 44.00	\$ 61,380.00	\$ 45.00	\$ 62,775.00	\$ 42.00	\$ 58,590.00	\$ 46.00	\$ 64,170.00	\$ 68.00	\$ 94,860.00	\$ 84.00	\$ 117,180.00
4	Slip line existing 10" sanitary sewer with 8.625" O.D. sanitary sewer, includes grouting of annular space, all depths, complete in place the sum of:	L.F.	565	\$ 20.00	\$ 11,300.00	\$ 28.00	\$ 15,820.00	\$ 42.00	\$ 23,730.00	\$ 26.00	\$ 14,690.00	\$ 34.00	\$ 19,210.00	\$ 30.00	\$ 16,950.00	\$ 75.00	\$ 42,375.00
5	Slip line existing 12" sanitary sewer with 10.75" O.D. sanitary sewer, includes grouting of annular space, all depths, complete in place the sum of:	L.F.	1015	\$ 23.00	\$ 23,345.00	\$ 33.00	\$ 33,495.00	\$ 45.00	\$ 45,675.00	\$ 30.00	\$ 30,450.00	\$ 38.00	\$ 38,570.00	\$ 35.00	\$ 35,525.00	\$ 69.00	\$ 70,035.00
6	Cured-in-place lining of existing 6" and 8" sanitary sewer, all depths, complete in place the sum of:	L.F.	740	\$ 47.00	\$ 34,780.00	\$ 52.00	\$ 38,480.00	\$ 48.50	\$ 35,890.00	\$ 36.00	\$ 26,640.00	\$ 40.00	\$ 29,600.00	\$ 49.00	\$ 36,260.00	\$ 50.00	\$ 37,000.00
7	Cured-in-place lining of existing 12" sanitary sewer, all depths, complete in place the sum of:	L.F.	810	\$ 60.00	\$ 48,600.00	\$ 73.00	\$ 59,130.00	\$ 78.00	\$ 63,180.00	\$ 48.00	\$ 38,880.00	\$ 61.00	\$ 49,410.00	\$ 62.00	\$ 50,220.00	\$ 59.00	\$ 47,790.00
8	Cured-in-place lining of existing 15" sanitary sewer, all depths, complete in place the sum of:	L.F.	1,465	\$ 75.00	\$ 109,875.00	\$ 92.00	\$ 134,780.00	\$ 92.00	\$ 134,780.00	\$ 84.00	\$ 123,060.00	\$ 71.00	\$ 104,015.00	\$ 80.00	\$ 117,200.00	\$ 67.00	\$ 98,155.00
9	Cured-in-place lining of existing 18" sanitary sewer, all depths, complete in place the sum of:	L.F.	1,865	\$ 87.00	\$ 162,255.00	\$ 112.00	\$ 208,880.00	\$ 115.00	\$ 214,475.00	\$ 120.00	\$ 223,800.00	\$ 87.00	\$ 162,255.00	\$ 95.00	\$ 177,175.00	\$ 90.00	\$ 167,850.00
10	4"/6" service reconnections (by excavation), all depths, includes 8' of service line and cleanout at property line, complete in place the sum of:	EA.	245	\$ 950.00	\$ 232,750.00	\$ 520.00	\$ 127,400.00	\$ 475.00	\$ 116,375.00	\$ 880.00	\$ 215,600.00	\$ 800.00	\$ 196,000.00	\$ 1,135.00	\$ 278,075.00	\$ 1,050.00	\$ 257,250.00
11	Additional length of service line beyond the 8' of service line, all depths, complete in place the sum of:	L.F.	1,400	\$ 28.00	\$ 39,200.00	\$ 28.00	\$ 39,200.00	\$ 29.00	\$ 40,600.00	\$ 48.00	\$ 67,200.00	\$ 15.00	\$ 21,000.00	\$ 30.00	\$ 42,000.00	\$ 25.00	\$ 35,000.00
12	Install 4' diameter precast sanitary sewer manhole with 24" frame and cover (Cap One), up to 8' deep, complete in place the sum of:	EA.	21	\$ 5,300.00	\$ 111,300.00	\$ 5,800.00	\$ 121,800.00	\$ 4,800.00	\$ 100,800.00	\$ 6,400.00	\$ 134,400.00	\$ 7,400.00	\$ 155,400.00	\$ 8,395.00	\$ 176,295.00	\$ 6,207.00	\$ 130,347.00
13	Extra Depth for precast manhole installation over 8' deep, complete in place, the sum of:	V.F.	10	\$ 250.00	\$ 2,500.00	\$ 250.00	\$ 2,500.00	\$ 300.00	\$ 3,000.00	\$ 400.00	\$ 4,000.00	\$ 300.00	\$ 3,000.00	\$ 425.00	\$ 4,250.00	\$ 871.00	\$ 8,710.00
14	End of the line cleanout, complete in place, the sum of:	EA.	4	\$ 2,000.00	\$ 8,000.00	\$ 1,500.00	\$ 6,000.00	\$ 1,800.00	\$ 7,200.00	\$ 2,400.00	\$ 9,600.00	\$ 2,600.00	\$ 10,400.00	\$ 2,895.00	\$ 11,580.00	\$ 1,850.00	\$ 7,400.00
15	Replace manhole ring and cover to grade 24" (Cap One), complete in place the sum of:	EA.	13	\$ 1,300.00	\$ 16,900.00	\$ 1,800.00	\$ 23,400.00	\$ 900.00	\$ 11,700.00	\$ 1,800.00	\$ 23,400.00	\$ 1,500.00	\$ 19,500.00	\$ 2,150.00	\$ 27,950.00	\$ 1,745.00	\$ 22,685.00
16	Reset and regROUT frame and cover, complete in place the sum of:	EA.	1	\$ 300.00	\$ 300.00	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 1,200.00	\$ 1,200.00	\$ 345.00	\$ 345.00
17	Manhole wall liner, 1-inch cementitious, complete in place the sum of:	V.F.	170	\$ 155.00	\$ 26,350.00	\$ 195.00	\$ 33,150.00	\$ 160.00	\$ 27,200.00	\$ 160.00	\$ 27,200.00	\$ 140.00	\$ 23,800.00	\$ 165.00	\$ 28,050.00	\$ 237.00	\$ 40,290.00
18	Manhole wall liner, 1-inch corrosion resistant wall liner, complete in place the sum of:	V.F.	75	\$ 335.00	\$ 25,125.00	\$ 300.00	\$ 22,500.00	\$ 200.00	\$ 15,000.00	\$ 180.00	\$ 13,500.00	\$ 275.00	\$ 20,625.00	\$ 405.00	\$ 30,375.00	\$ 385.00	\$ 28,875.00
19	Abandon existing sanitary sewer manhole, complete in place the sum of:	EA.	3	\$ 2,000.00	\$ 6,000.00	\$ 980.00	\$ 2,940.00	\$ 800.00	\$ 2,400.00	\$ 1,000.00	\$ 3,000.00	\$ 1,200.00	\$ 3,600.00	\$ 1,800.00	\$ 5,400.00	\$ 1,172.00	\$ 3,516.00
20	Cleaning and television inspection of existing 6" thru 10" diameter sanitary sewers, complete in place, the sum of:	L.F.	745	\$ 1.80	\$ 1,341.00	\$ 4.25	\$ 3,166.25	\$ 4.00	\$ 2,980.00	\$ 3.50	\$ 2,607.50	\$ 5.00	\$ 3,725.00	\$ 3.75	\$ 2,793.75	\$ 4.00	\$ 2,980.00
21	Cleaning and television inspection of existing 12" thru 18" diameter sanitary sewers, complete in place, the sum of:	L.F.	50	\$ 2.60	\$ 130.00	\$ 5.00	\$ 250.00	\$ 6.00	\$ 300.00	\$ 6.00	\$ 300.00	\$ 30.00	\$ 1,500.00	\$ 10.00	\$ 500.00	\$ 6.00	\$ 300.00
22	Trench safety system, incl. installation, operation & removal, all types of soil, all depths, complete in place the sum of:	L.F.	1,100	\$ 1.50	\$ 1,650.00	\$ 1.50	\$ 1,650.00	\$ 1.50	\$ 1,650.00	\$ 1.50	\$ 1,650.00	\$ 5.00	\$ 5,500.00	\$ 1.50	\$ 1,650.00	\$ 2.00	\$ 2,200.00
23	Miscellaneous allowance, as approved by Engineer:	L.S.	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL BASE BID ITEMS:					\$ 1,237,201.00		\$ 1,293,201.25		\$ 1,285,930.00		\$ 1,371,807.50		\$ 1,368,640.00		\$ 1,621,828.75		\$ 1,813,643.00
SUPPLEMENTAL BID ITEMS:																	
24	Abandonment of service connection, all depths, complete in place the sum of:	EA.	3	\$ 150.00	\$ 450.00	\$ 150.00	\$ 450.00	\$ 150.00	\$ 450.00	\$ 150.00	\$ 450.00	\$ 500.00	\$ 1,500.00	\$ 150.00	\$ 450.00	\$ 356.00	\$ 1,068.00
25	Well pointing system for manhole construction, complete in place the sum of:	EA.	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00	\$ 12,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
26	Well pointing system for sanitary sewer service reconnections, complete in place the sum of:	EA.	1	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 9,000.00	\$ 9,000.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00
27	Well pointing system for main, all depths, complete in place the sum of:	L.F.	50	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	\$ 100.00	\$ 5,000.00	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00
28	Wet condition bedding for sanitary sewer, all depths, complete in place the sum of:	L.F.	50	\$ 6.00	\$ 300.00	\$ 6.00	\$ 300.00	\$ 6.00	\$ 300.00	\$ 6.00	\$ 300.00	\$ 50.00	\$ 2,500.00	\$ 6.00	\$ 300.00	\$ 8.10	\$ 405.00
29	Wet condition bedding, for manhole construction, complete in place the sum of:	EA.	1	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 1,500.00	\$ 1,500.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00
30	Remove and replace drop connection at manhole or installation of drop connection at existing manhole, including all fittings, bends, associated pipe, (all depths, all pipe sizes and types), complete in place, the sum of:	EA.	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,200.00	\$ 3,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
31	Service Reconnection by remote, all depths, all pipe sizes, complete in place the sum of:	EA.	2	\$ 220.00	\$ 440.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 225.00	\$ 450.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00
32	Obstruction removal (by remote), all depths, the sum of, complete in place the sum of:	EA.	3	\$ 250.00	\$ 750.00	\$ 250.00	\$ 750.00	\$ 250.00	\$ 750.00	\$ 250.00	\$ 750.00	\$ 300.00	\$ 900.00	\$ 250.00	\$ 750.00	\$ 331.00	\$ 993.00
33	Obstruction removal (by excavation), all depths, the sum of, complete in place the sum of:	EA.	8	\$ 850.00	\$ 6,800.00	\$ 850.00	\$ 6,800.00	\$ 1,500.00	\$ 12,000.00	\$ 1,000.00	\$ 8,000.00	\$ 900.00	\$ 7,200.00	\$ 850.00	\$ 6,800.00	\$ 1,865.00	\$ 14,920.00
34	Extra length for obstruction removal (by excavation), all depths, complete in place the sum of:	L.F.	25	\$ 20.00	\$ 500.00	\$ 20.00	\$ 500.00	\$ 20.00	\$ 500.00	\$ 20.00	\$ 500.00	\$ 50.00	\$ 1,250.00	\$ 20.00	\$ 500.00	\$ 154.00	\$ 3,850.00
35	Point repair of 6" thru 12" sanitary sewer, all depths, complete in place, the sum of:	EA.	1	\$ 1,250.00	\$ 1,250.00	\$ 1,800.00	\$ 1,800.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,850.00	\$ 1,850.00	\$ 1,250.00	\$ 1,250.00	\$ 2,191.00	\$ 2,191.00
36	Extra length for point repair of 6" thru 12" sanitary sewer, all depths, complete in place, the sum of:	L.F.	20	\$ 35.00	\$ 700.00	\$ 35.00	\$ 700.00	\$ 35.00	\$ 700.00	\$ 35.00	\$ 700.00	\$ 40.00	\$ 800.00	\$ 35.00	\$ 700.00	\$ 104.00	\$ 2,080.00
37	Point repair of 15" thru 18" sanitary sewer, all depths, complete in place, the sum of:	EA.	1	\$ 3,000.00	\$ 3,000.00	\$ 5,200.00	\$ 5,200.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,800.00	\$ 3,800.00	\$ 3,000.00	\$ 3,000.00	\$ 3,216.00	\$ 3,216.00
38	Extra length for point repair of 15" thru 18" sanitary sewer, all depths, complete in place, the sum of:	L.F.	20	\$ 40.00	\$ 800.00	\$ 55.00	\$ 1,100.00	\$ 40.00	\$ 800.00	\$ 40.00	\$ 800.00	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00	\$ 451.00	\$ 9,020.00
39	Conflict storm sewer manhole with sump, includes steel casing, complete in place the sum of:	EA.	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,400.00	\$ 4,400.00	\$ 3,000.00	\$ 3,000.00	\$ 4,779.00	\$ 4,779.00
40	6" to 12" plug at manhole to abandon existing sanitary sewer line, all depths, complete in place the sum of:	EA.	2	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00
41	Proposed 10" split steel casing in conflict storm manhole as directed by Engineer, complete in place the sum of:	L.F.	20	\$ 45.00	\$ 900.00	\$ 45.00	\$ 900.00	\$ 45.00	\$ 900.00	\$ 90.00	\$ 1,800.00	\$ 100.00	\$ 2,000.00	\$ 45.00	\$ 900.00	\$ 70.11	\$ 1,402.20
42	Proposed 12" split steel casing in conflict storm manhole as directed by Engineer, complete in place the sum of:	L.F.	20	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00	\$ 120.00	\$ 2,400.00	\$ 100.00	\$ 2,000.00	\$ 50.00	\$ 1,000.00	\$ 81.71	\$ 1,634.20
43	Proposed 14" split steel casing in conflict storm manhole as directed by Engineer, complete in place the sum of:	L.F.	10	\$ 55.00	\$ 550.00	\$ 55.00	\$ 550.00	\$ 55.00	\$ 550.00	\$ 160.00	\$ 1,600.00	\$ 225.00	\$ 2,250.00	\$ 55.00	\$ 550.00	\$ 129.03	\$ 1,290.30
44	Remove & replace exist. asphalt pavement, complete in place the sum of:	S.Y.	75	\$ 70.00	\$ 5,250.00	\$ 70.00	\$ 5,250.00	\$ 90.00	\$ 6,750.00	\$ 80.00	\$ 6,000.00	\$ 75.00	\$ 5,625.00	\$ 70.00	\$ 5,250.00	\$ 70.00	\$ 5,250.00
45	Remove & replace exist. concrete pavement, complete in place the sum of:	S.Y.	75	\$ 80.00	\$ 6,000.00	\$ 80.00	\$ 6,000.00	\$ 80.00	\$ 6,000.00	\$ 100.00	\$ 7,500.00	\$ 85.00	\$ 6,375.00	\$ 80.00	\$ 6,000.00	\$ 107.00	\$ 8,025.00
46	Remove and replace wheelchair ramp, in conformance to ADA requirements, including sawcutting, reinforcement and joints, and truncated domes, complete in place the sum of:	S.Y.	25	\$ 85.00	\$ 2,125.00	\$ 85.00	\$ 2,125.00	\$ 85.00	\$ 2,125.00	\$ 120.00	\$ 3,000.00	\$ 85.00	\$ 2,125.00	\$ 85.00	\$ 2,125.00	\$ 205.0	

RESOLUTION NO. 2024-055

A RESOLUTION TO APPROVE AND AWARD A CONTRACT FOR BID NO. 2024-453 SANITARY SEWER REHABILITATION PROJECT - PHASE 23.; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, a notice to bidders was advertised on February 28, 2024, and March 06, 2024. Bid packets were made available to local area vendors via CIVCASTUSA; and

WHEREAS, bids were received and opened on March 19, 2024, at 11:30 a.m. The lowest responsible bid meeting all specifications was submitted by CZ Construction, LLC., for the total bid amount of \$1,285,216.00.

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

SECTION 1: That the City Commission hereby accepts the recommendation of the Public Works Department to select CZ Construction, LLC., for Bid No. 2024-453 Sanitary Sewer Rehabilitation Project - Phase 23.

SECTION 2: That the Mayor is hereby authorized to execute the proposal with CZ Construction, LLC., Bid No. 2024-453 Sanitary Sewer Rehabilitation Project - Phase 23. attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

SECTION 3: That the Mayor is hereby authorized to approve change orders, not to exceed Twenty-Five percent (25.0%) of the total contract amount, without bringing the matter before the City Commission.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 3rd day of April 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) (e)

Meeting Date: 04/03/2024

Consider and take action on a Resolution to approve the Amended and Restated Development Agreement between the City of Texas City and Heron's Landing Development, LLC

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 Resolution to approve the Amended and Restated Development Agreement between the City of Texas City and Heron's Landing Development, LLC

BACKGROUND (Brief Summary)

The Development Agreement is being amended as follows: (1) recognizing Heron's Landing Development LLC as the developer instead of Galveston Bay Investors; (2) changing annexation from GCMUD 31 to GCMUD 79 and providing that consent will be given by section as final plats are approved; (3) changing the requirement to verify the achievement of an average home value of \$200,000 from the 200th building permit to the 135th permit; (4) changing the requirement to provide funding for a traffic signal on 25th Avenue N from the 250th building permit to the 168th building permit; (5) clarifying the Development Covenants to specify residences to consist of masonry on three sides of the first floor of each residence; and (6) updating the names and addresses for receipt of notices.

Heron's Landing Subdivision is a master planned community which received preliminary zoning approval from the City Commission on August 19, 2015, upon recommendation from the Planning Board at its meeting on July 6, 2015. The Zoning Commission held a public hearing on July 21, 2015, on the original application for PUD rezoning and voted 2-1 to recommend approval to the City Commission. The original application as approved by the City Commission proposed to develop 304 lots on 87 acres. The original application proposed a lot mix of 39% 50ft lots, 52% 60ft lots, and 9% 70ft lots. Sections 1 and 2 have been developed in accordance with the original PUD application as approved. These sections produced 72 lots. Sections 1 and 2 are not impacted by the proposed revisions to the PUD and Master Plan: The PUD amendment is updating the original PUD application as follows: (1) recognizing Heron's Landing Development, LLC as the developer instead of Galveston Bay Investors as presented in the original PUD; (2) revising the boundary of the PUD to include only the property in which the developer has a proprietary interest as required by Texas City Ordinances; (3) updating the Master Plan with the overall land plan attached as Exhibit C; (4) clarifying the required amenities as provided in Exhibit D with; and updating the Development Schedule as provided in Exhibit E. The revised application proposes to develop 204 lots on 65.4 acres. The revised Master Plan presents a lot mix which is slightly different but remains consistent with the character of the original PUD and the sections which have already been developed. The revised lot mix is 45% 50ft lots; 44% 60ft lots; 12% 70ft lots. See comparison on Exhibit F. The revised Master Plan is adding a detention pond with green space and a playground with play feature. The original PUD provided for only 1.2710 acres open space

located in the area which is being designated Section 4 of the revised Master Plan. The open space is being reduced to approximate 0.5-acre open space in Section 4, but an additional approximate 10.2 acres of park space is being added to include the detention pond and a few small future reserves. The density of the amended PUD is calculated as 3.1 lots/acre which is less than the density of 3.5 lots/acre in the original PUD.

RECOMMENDATION

The Planning Board voted at its regular meeting on February 19, 2024 (4-0) to recommend approval of the Amendment to the PUD, Master Plan update and amendment to the Development Agreement.

The Zoning Commission held a public hearing and voted at its regular meeting on March 5, 2024 (4-0) to recommend approval of the Amendment to the PUD, Master Plan update and amendment to the Development Agreement to the City Commission.

Staff comments have been addressed and there are no objections presented to the approval of the amendments to the PUD and Development agreement and update of the Master Plan. The amendments to the PUD application and to the Development Agreement are updating both to current conditions and reconciling to the current ordinances. The amendments maintain the character of the PUD as originally approved and remain consistent with the expectations presented to the current residential owners residing in Sections 1 and 2. The amendments are also updating and clarifying the amenities to be provided and scheduled for the same.

Fiscal Impact

Attachments

Amended and Restated Development Agreement - signed
PB 02-19-24 Staff Memo & Exhibits - Herons Landing Amendments
Resolution

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

This **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into as of March 20, 2024, by and between **THE CITY OF TEXAS CITY, TEXAS**, a municipal corporation and home-rule city of the State of Texas (the "City"), and **HERON'S LANDING DEVELOPMENT, LLC**, a Texas limited liability company (the "Developer").

Article I
RECITALS:

1.01. Developer has heretofore acquired that certain approximately 65.4-acre tract of real property located in Galveston County, Texas, more fully described on Exhibit "A" attached hereto and incorporated herein (the "Property"), and the City has approved its application for a planned unit development (the "PUD") for the Property attached on Exhibit 'B'.

1.02. Heron's Landing Development, LLC is the successor in interest to Galveston Bay Investors, LLC, the named Developer in the Original PUD and Development Agreement. The Assignment was for Developer's convenience and is not intended to relieve developer of any obligations of the PUD or Developer Agreement, as originally approved and executed.

1.03. Developer intends to utilize the Property to develop approximately 204 single-family residential lots in accordance with the PUD, the zoning code and all applicable City codes and ordinances.

1.04. The City has determined that agreeing to the terms set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business in the City.

1.05. The terms "City", "Developer", "District", "PUD", and "Property" shall have the meanings provided for them in the Recitals hereinabove.

Article II
AGREEMENT:

NOW, THEREFORE, for good and valuable consideration and the mutual covenants set forth herein, Developer and the City contract and hereby agree as follows:

2.01 Access. The development of the Property requires access from both 9th Street North through a portion of Reserve B of Pelican Harbour Phase 1 ("Reserve B") and from the north end of Pelican Harbour Drive.

2.02 Annexation. The City has heretofore consented to the annexation of Section 1 and Section 2 of the Property into Galveston County Municipal Utility District #31 ("MUD #31") and said Sections have heretofore been annexed into MUD #31. The Developer represents that no

other portion of the Property (other than said Sections 1 and 2) have been annexed into MUD #31. The City will, hereafter, consent to the annexation of the remainder of the Property (i.e., all Sections other than said Sections 1 and 2) into Galveston County Municipal Utility District #79 ("MUD #79") by section as each section receives final plat approval, within 30 days of said approval, and will execute all such documentation and take all such action as may be reasonably requested by Developer or said District in connection therewith. The use and development of said Sections of the Property before and after annexation into MUD #79 shall conform with the PUD and to development standards reasonably necessary to Developer.

2.03 Anti-Drilling. All property within the PUD shall be considered a "residence" for the purposes of City of Texas City, Texas, Code of Ordinances, Sec 120.27.001 for Texas City. No permit may be issued for any oil or gas well to be drilled at any location which is nearer than 600 feet of the PUD. Any well shall be in accordance with State law.

2.04 Infrastructure. The City will reserve sufficient utility capacity to serve all the single-family residences constructed within the PUD. Upon completion of construction of the utilities and streets (the "Infrastructure") per City standards, the City will accept, own, and maintain the Infrastructure.

Article III

OBLIGATIONS OF THE DEVELOPER:

3.01 Maintenance of certain improvements. The Developer agrees to form one or more property owners' association(s), which shall have as one of its/their stated purposes to permanently maintain through assessments all lakes, ponds, and other detention facilities, parks and recreation facilities, landscaping, and monumentation developed as part of the project (the "Non-City Improvements"). The Developer acknowledges and agrees that the Non-City Improvements will be maintained by the property owners' association(s) serving the Property, as appropriate, and the City shall never have the responsibility to own, operate or maintain the Non-City Improvements.

3.02 Dry Utilities. The Developer agrees that all dry utilities, such as electric, gas, telephone, and cable, shall be placed underground throughout the Property; provided, however, that "three-phase" power lines may be elevated and may be placed in easements along the perimeter of the Property to serve the Property. Unless otherwise approved by the City and the Developer and unless no reasonable alternative is available to the power provider for the location of said poles, no elevated three-phase power or larger poles may be placed along any major roads or highways. The Developer agrees that the public street light poles throughout the Project shall be galvanized metal or concrete; provided, however, the Developer may use light poles made out of material that is of a higher quality than concrete, as determined by the Mayor or his designee. Decorative and specialty light poles are acceptable on private property and along private streets; provided, however, that the City shall never be responsible for maintenance of such light poles.

3.03 Property Values. The Developer recognizes that a significant portion of the City's consideration for entering into this Agreement and consenting to the creation of the PUD is the Developer's representations that it would achieve an average home value of \$200,000 (the "Target Value"). Prior to the City approving the permits for construction of the 135th home of the project,

the average single family home value must meet or exceed the Target Value in accordance with the Galveston County Appraisal District rolls, builders' sales contracts, or any other documented means.

3.04 25th Avenue Traffic Control Facilities. The Developer agrees to provide to the City the lesser of (a) \$150,000 or (b) 50% of the total cost for the engineering design and construction of traffic control facilities at the intersection of 25th Avenue and 9th Street (the "Traffic Signal"). The Traffic Signal shall be constructed, owned, operated, and maintained by the City. The City agrees to (i) commence construction of the Traffic Signal within 12 months of receipt of the Traffic Signal funding, and (ii) use its best efforts to complete such construction within an additional 12 months after commencement. The Traffic Signal funding shall be paid to the City upon issuance of the 168th home construction permit for the subdivision.

3.05 Development Covenants. The Developer agrees to adopt deed restrictions and other restrictive covenants, and promulgate the Developer's guidelines regarding development standards, consistent with the PUD, the Zoning Code and any relevant City ordinances and regulations. The restrictive covenants will require that the residences consist of masonry on three (3) sides of the first floor for each residence. The Developer will provide copies of its residential deed restrictions and residential development covenants for each Section of the Property (on a Section-by-Section basis) to the City for review and comment by the Mayor or his designee no later than thirty (30) days prior to the closing on the sale of any lots in such Section to a homebuilder. The Developer agrees to require sub-developers to abide by the Developer's development standards and provide for enforcement mechanisms for restrictive covenants.

3.06 Notice. The Developer agrees to provide notice to the Mayor or his designee of any material proposed changes, amendments or revisions to the PUD, the Property, or the project prior to taking any action on such changes.

Article IV

TERM AND DEFAULT:

4.01 Term This Agreement shall be in effect as of the date set forth on the first page, hereof, and shall terminate 50 years thereafter, unless terminated earlier as specifically provided herein.

4.02 Default.

a. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

b. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged of the failure and shall demand performance. No breach of the

Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of such notice. Upon a breach of this Agreement, the non-defaulting Party shall be entitled to specific performance. Regardless of any other provision, neither Party shall be entitled to recover money damages for breach of this Agreement or a tort related to this Agreement. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

Article V

MISCELLANEOUS PROVISIONS:

5. Miscellaneous.

5.1 Approvals and consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

5.2 Address and notice. Any notice to be given under this Agreement shall be given in writing, addressed to the party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested; by messenger delivery; or by email transmission. Notice deposited by mail shall be effective three days after posting. Notice given in any other manner shall be effective upon receipt by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City Engineer - City of Texas City
7800 Emmett F Lowry Expressway
Texas City, Texas 77591
Attn: Kim Golden
Email: kgolden@texascitytx.gov

With a copy to:

City Attorney - City of Texas City
1801 9th Avenue N
Texas City, Texas 77590
Attn: Kyle Dickson
Email: kdickson@texascitytx.gov

If to the Developer, to:

Heron's Landing Development, LLC
11210 Blume Ave, Suite 200
Houston, TX 77034
Attn: Jerry LeBlanc, Jr.
Email: jleblanc@binnacledevelopment.com

With a copy to:

Hoover Slovacek LLP
5151 Westheimer, Suite 1200
Houston, Texas 77056
Attn: Greg A. Savage
Email: savage@hooverslovacek.com

The parties shall have the right from time to time to change their respective addresses by giving at least 10 days' written notice of such change to the other party.

5.3 *Assignment.* This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Developer shall give notice immediately to the City of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Developer's successors and assigns.

5.4 *Nonwaiver of Rights.* By entering this Agreement, neither Developer nor the City waive any rights granted under any laws, nor do they make any admissions regarding the subject matter of this Agreement. Each party specifically reserves any and all rights to pursue any action or remedy to protect its interests and rights

5.5 *Reservation of rights.* All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

5.6 *Venue.* This Agreement shall be construed in accordance with the

laws of the State of Texas and shall be performable in Galveston County, Texas.

5.7 *Merger.* This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

5.8 *Modification; exhibit.* This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The exhibits attached to this Agreement are incorporated by this reference for all purposes.

5.9 *Captions.* The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

5.10 *Interpretations.* This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.11 *Severability.* If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

5.12 *Parties-in-interest.* This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

5.13 *Counterparts.* This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Telefaxed or scanned-emailed copies of this signed Agreement shall be binding and effective as an original.

5.14 *Authority to Execute.* The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.15 *Incorporation of Recitals.* The Recitals above are incorporated herein as if repeated verbatim.

5.16 *Amendment and Restatement.* This Agreement amends, restates, supersedes and replaces that certain Development Agreement, dated October 7, 2015, between the City and Developer's predecessor-in-interest, Galveston Bay Investors, LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first given above.

CITY OF TEXAS CITY, TEXAS

By: _____
Dedrick D. Johnson, Mayor

HERON'S LANDING DEVELOPMENT, LLC

By: Binnacle Development, LLC,
Managing Member

By: _____
Jerry LeBlanc Jr., Managing Member

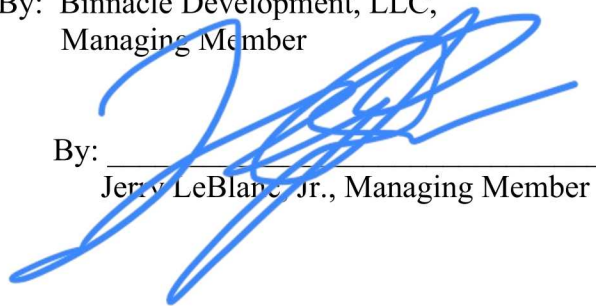
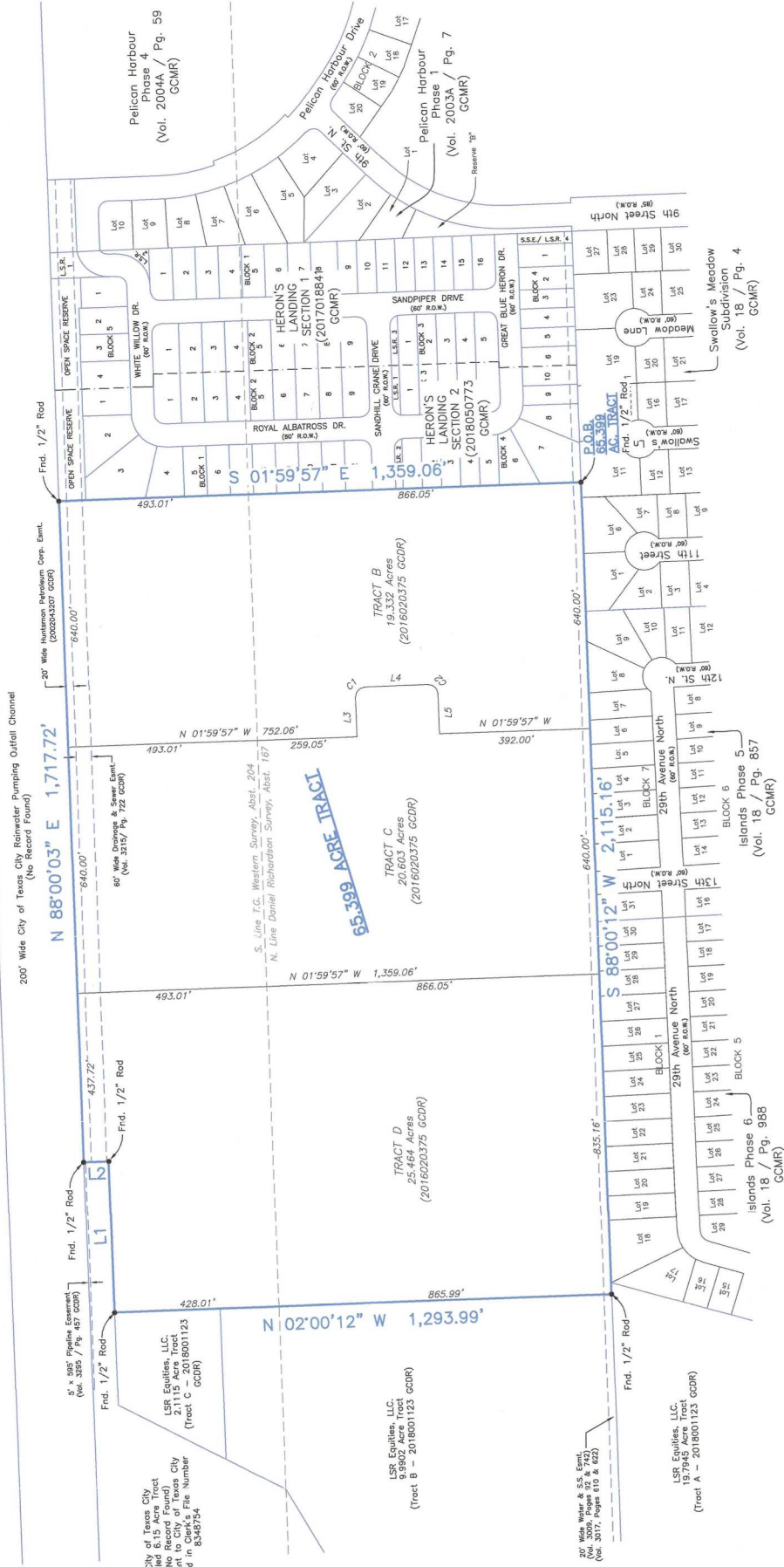


Exhibit "A"

CURVE	BEARING	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TANGENT BEARING	ANGLE
C1	N 25.00° 38.27' E	35.35	35.35	S 42.59° 57.7' E	60.00° 00.0'	
C2	S 25.00° 38.27' W	35.35	35.35	S 43.00° 03.3' W	90.00° 00.0'	

LINE	BEARING	LENGTH
L1	N 88°00'03" E	1,717.72'
L2	N 01°59'57" W	493.01'
L3	N 86°00'03" E	1,055.00'
L4	S 88°00'03" W	1,055.00'



Survey of a 65.399 acre tract of land out of the T.G. Western Survey, Abstract No. 204, and the Daniel Richardson Survey, Abstract No. 167, situated in Galveston County, Texas, and being more particularly described by metes and bounds on attached Exhibit "A".

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Stephen C. Blaskey
 Stephen C. Blaskey
 Registered Professional
 Land Surveyor No. 5856



SURVEY DATE: JANUARY 11, 2024
 DRAWING: 0204-01B-C-000-100
 JOB NO.: 24-0017



LEAGUE CITY OFFICE
 Registration Number: 101926585
 2991 JACOBSON AVE. SUITE 100 LEAGUE CITY, TX 77583
 Mailing: P.O. BOX 16142 GALVESTON, TX 77552



SCALE: 1" = 200'

- NOTES:
- 1) This property does not lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
 - 2) This property is subject to any restrictions of record.
 - 3) Bearings based on Monumentation of North Range of the Daniel Richardson Survey and South line of the T.G. Western Survey.
 - 4) Pipeline Easement to Pan American Gas Company recorded in Volume 911, Page 666.
 - 5) Survey conducted without benefit of a Title Commitment.

Exhibit "B"



SEC 4
 32 LOTS
 (TYP. 60'x120')
 12 LOTS
 (TYP. 70'x120')
 ±13.8 Ac.

SEC 3
 28 LOTS
 (TYP. 50'x120')
 8 LOTS
 (TYP. 60'x120')
 ±9.0 Ac.

FUTURE SECTIONS
 63 LOTS
 (TYP. 50'x120')
 49 LOTS
 (TYP. 60'x120')
 12 LOTS
 (TYP. 70'x120')
 ±31.0 Ac.

LOT SUMMARY

50' x 120'	91 LOTS	4.4%
60' x 120'	89 LOTS	4.4%
70' x 120'	24 LOTS	1.2%
TOTAL 204 LOTS		

a schematic development plan for
HERONS LANDING
 ± 65.4 ACRES OF LAND
 Prepared for
TEJAS ENGINEERING

META
 PLANNING + DESIGN
 24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422
 MTA-1572
 DECEMBER 20, 2023

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR INFORMATION PURPOSES ONLY AND IS NOT FOR CONSTRUCTION OR CONSTRUCTION PURPOSES. THIS DRAWING IS A SCHEMATIC DEVELOPMENT PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE INCLUDING BUT NOT LIMITED TO THE SCOPE OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS PLAN. INTENDED. ADDITIONAL NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
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CITY OF TEXAS CITY, TEXAS

ENGINEERING & PLANNING • OFFICE (409) 643-5936



Mayor:
Dedrick Johnson

Commissioners:
Thelma Bowie
Abel Garza Jr.
DeAndre' Knoxson
Felix Herrera
Dorthea Jones Pointer
Jami Clark

TO: Planning Board – February 19, 2024

FROM: Kim Golden, P.E., City Engineer 

CC: Doug Kneupper, P.E.

DATE: February 15, 2024

RE: Heron's Landing Subdivision – Amendments to PUD Application and to Development Agreement

Background: Heron's Landing Subdivision is a master planned community which received preliminary zoning approval on August 19, 2015, upon recommendation from the Planning Board at its meeting on July 6, 2015. The Zoning Commission held a public hearing on July 21, 2015, on the original application for PUD rezoning and voted 2-1 to recommend approval to the City Commission. The original application as approved by the City Commission proposed to develop 304 lots on 87 acres. The original application proposed a lot mix of 39% 50ft lots, 52% 60ft lots, and 9% 70ft lots.

Sections 1 and 2 have been developed in accordance with the original PUD application as approved. These sections produced 72 lots. Sections 1 and 2 are not impacted by the Amended PUD.

Proposed revisions to the PUD: The amendment is updating the original PUD application as follows: (1) recognizing Heron's Landing Development, LLC as the developer instead of Galveston Bay Investors as presented in the original PUD; (2) revising the boundary of the PUD to include only the property in which the developer has a proprietary interest as required by Texas City Ordinances; (3) updating the Master Plan with the overall land plan attached as Exhibit C; and (4) clarifying the required amenities as provided in Exhibit D with updated Development Schedule in Exhibit E.

The revised application proposes to develop 204 lots on 65.4 acres. The revised Master Plan presents a lot mix which is slightly different but remains consistent with the character of the original PUD and the sections which have already been developed. The revised lot mix is 45% 50ft lots; 44% 60ft lots; 12% 70ft lots. See comparison on Exhibit F.

The revised Master Plan is adding a detention pond with green space and a playground with play feature. The original PUD provided for only 1.2710 acres open space located in the area which is being designated Section 4 of the revised Master Plan. The open space is being reduced to approximate 0.5-acre open space in Section 4, but an

"QPS – Quality Public Service"

additional approximate 10.2 acres of park space is being added to include the detention pond and a few small future reserves. The density of the amended PUD is calculated as 3.1 lots/acre which is less than the density of 3.5 lots/acre in the original PUD.

Proposed revisions to the Development Agreement: The Development Agreement is being amended as follows: (1) recognizing Heron's Landing Development LLC as the developer instead of Galveston Bay Investors; (2) changing annexation from GCMUD 31 to GCMUD 79 and providing that consent will be given as sections are platted; (3) changing the requirement to verify the achievement of an average home value of \$200,000 from the 200th building permit to the 135th permit; (4) changing the requirement to provide funding for a traffic signal on 25th Avenue N from the 250th building permit to the 168th building permit; (5) clarifying the Development Covenants to specify residences to consist of masonry on three sides of the first floor of each residence; and (6) updating the names and addresses for receipt of notices.

Staff analysis and recommendation: The amendments to the PUD application and to the Development Agreement are updating both to current conditions and reconciling to the current ordinances. The amendments are maintaining the character of the PUD as originally approved and remaining consistent with the expectations presented to the current residential owners residing in Sections 1 and 2. The amendments are also updating and clarifying the amenities to be provided and schedule for same. An updated Development Schedule is also provided and incorporated into the PUD as amended.

Staff comments have been addressed and there are no objections presented to the approval of the amendments to the PUD and Development agreement and update of the Master Plan. All should be recommended to the Zoning Commission and the City Commission for approvals.

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

This **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into as of February ___, 2024, by and between **THE CITY OF TEXAS CITY, TEXAS**, a municipal corporation and home-rule city of the State of Texas (the "City"), and **HERON'S LANDING DEVELOPMENT, LLC**, a Texas limited liability company (the "Developer").

Article I
RECITALS:

1.01. Developer has heretofore acquired that certain approximately 65.4-acre tract of real property located in Galveston County, Texas, more fully described on Exhibit "A" attached hereto and incorporated herein (the "Property"), and the City has approved its application for a planned unit development (the "PUD") for the Property attached on Exhibit 'B'.

1.02. Heron's Landing Development, LLC is the successor in interest to Galveston Bay Investors, LLC, the named Developer in the Original PUD and Development Agreement. The Assignment was for Developer's convenience and is not intended to relieve developer of any obligations of the PUD or Developer Agreement, as originally approved and executed.

1.03. Developer intends to utilize the Property to develop approximately 204 single-family residential lots in accordance with the PUD, the zoning code and all applicable City codes and ordinances.

1.04. The City has determined that agreeing to the terms set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business in the City.

1.05. The terms "City", "Developer", "District", "PUD", and "Property" shall have the meanings provided for them in the Recitals hereinabove.

Article II
AGREEMENT:

NOW, THEREFORE, for good and valuable consideration and the mutual covenants set forth herein, Developer and the City contract and hereby agree as follows:

2.01 Access. The development of the Property requires access from both 9th Street North through a portion of Reserve B of Pelican Harbour Phase 1 ("Reserve B") and from the north end of Pelican Harbour Drive.

2.02 Annexation. The City has heretofore consented to the annexation of Section 1 and Section 2 of the Property into Galveston County Municipal Utility District #31 ("MUD #31") and said Sections have heretofore been annexed into MUD #31. The Developer represents that no

other portion of the Property (other than said Sections 1 and 2) have been annexed into MUD #31. The City will, hereafter, consent to the annexation of the remainder of the Property (i.e., all Sections other than said Sections 1 and 2) into Galveston County Municipal Utility District #79 ("MUD #79") by section as each section receives final plat approval, within 30 days of said approval, and will execute all such documentation and take all such action as may be reasonably requested by Developer or said District in connection therewith. The use and development of said Sections of the Property before and after annexation into MUD #79 shall conform with the PUD and to development standards reasonably necessary to Developer.

2.03 Anti-Drilling. All property within the PUD shall be considered a "residence" for the purposes of City of Texas City, Texas, Code of Ordinances, Sec 120.27.001 for Texas City. No permit may be issued for any oil or gas well to be drilled at any location which is nearer than 600 feet of the PUD. Any well shall be in accordance with State law.

2.04 Infrastructure. The City will reserve sufficient utility capacity to serve all the single-family residences constructed within the PUD. Upon completion of construction of the utilities and streets (the "Infrastructure") per City standards, the City will accept, own, and maintain the Infrastructure.

Article III

OBLIGATIONS OF THE DEVELOPER:

3.01 Maintenance of certain improvements. The Developer agrees to form one or more property owners' association(s), which shall have as one of its/their stated purposes to permanently maintain through assessments all lakes, ponds, and other detention facilities, parks and recreation facilities, landscaping, and monumentation developed as part of the project (the "Non-City Improvements"). The Developer acknowledges and agrees that the Non-City Improvements will be maintained by the property owners' association(s) serving the Property, as appropriate, and the City shall never have the responsibility to own, operate or maintain the Non-City Improvements.

3.02 Dry Utilities. The Developer agrees that all dry utilities, such as electric, gas, telephone, and cable, shall be placed underground throughout the Property; provided, however, that "three-phase" power lines may be elevated and may be placed in easements along the perimeter of the Property to serve the Property. Unless otherwise approved by the City and the Developer and unless no reasonable alternative is available to the power provider for the location of said poles, no elevated three-phase power or larger poles may be placed along any major roads or highways. The Developer agrees that the public street light poles throughout the Project shall be galvanized metal or concrete; provided, however, the Developer may use light poles made out of material that is of a higher quality than concrete, as determined by the Mayor or his designee. Decorative and specialty light poles are acceptable on private property and along private streets; provided, however, that the City shall never be responsible for maintenance of such light poles.

3.03 Property Values. The Developer recognizes that a significant portion of the City's consideration for entering into this Agreement and consenting to the creation of the PUD is the Developer's representations that it would achieve an average home value of \$200,000 (the "Target Value"). Prior to the City approving the permits for construction of the 135th home of the project,

the average single family home value must meet or exceed the Target Value in accordance with the Galveston County Appraisal District rolls, builders' sales contracts, or any other documented means.

3.04 25th Avenue Traffic Control Facilities. The Developer agrees to provide to the City the lesser of (a) \$150,000 or (b) 50% of the total cost for the engineering design and construction of traffic control facilities at the intersection of 25th Avenue and 9th Street (the "Traffic Signal"). The Traffic Signal shall be constructed, owned, operated, and maintained by the City. The City agrees to (i) commence construction of the Traffic Signal within 12 months of receipt of the Traffic Signal funding, and (ii) use its best efforts to complete such construction within an additional 12 months after commencement. The Traffic Signal funding shall be paid to the City upon issuance of the 168th home construction permit for the subdivision.

3.05 Development Covenants. The Developer agrees to adopt deed restrictions and other restrictive covenants, and promulgate the Developer's guidelines regarding development standards, consistent with the PUD, the Zoning Code and any relevant City ordinances and regulations. The restrictive covenants will require that the residences consist of masonry on three (3) sides of the first floor for each residence. The Developer will provide copies of its residential deed restrictions and residential development covenants for each Section of the Property (on a Section-by-Section basis) to the City for review and comment by the Mayor or his designee no later than thirty (30) days prior to the closing on the sale of any lots in such Section to a homebuilder. The Developer agrees to require sub-developers to abide by the Developer's development standards and provide for enforcement mechanisms for restrictive covenants.

3.06 Notice. The Developer agrees to provide notice to the Mayor or his designee of any material proposed changes, amendments or revisions to the PUD, the Property, or the project prior to taking any action on such changes.

Article IV

TERM AND DEFAULT:

4.01 Term This Agreement shall be in effect as of the date set forth on the first page, hereof, and shall terminate 50 years thereafter, unless terminated earlier as specifically provided herein.

4.02 Default.

a. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

b. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged of the failure and shall demand performance. No breach of the

Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of such notice. Upon a breach of this Agreement, the non-defaulting Party shall be entitled to specific performance. Regardless of any other provision, neither Party shall be entitled to recover money damages for breach of this Agreement or a tort related to this Agreement. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

Article V

MISCELLANEOUS PROVISIONS:

5. Miscellaneous.

5.1 Approvals and consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

5.2 Address and notice. Any notice to be given under this Agreement shall be given in writing, addressed to the party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested; by messenger delivery; or by email transmission. Notice deposited by mail shall be effective three days after posting. Notice given in any other manner shall be effective upon receipt by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City Engineer - City of Texas City
7800 Emmett F Lowry Expressway
Texas City, Texas 77591
Attn: Kim Golden
Email: kgolden@texascitytx.gov

With a copy to:

City Attorney - City of Texas City
1801 9th Avenue N
Texas City, Texas 77590
Attn: Kyle Dickson
Email: kdickson@texascitytx.gov

If to the Developer, to:

Heron's Landing Development, LLC
11210 Blume Ave, Suite 200
Houston, TX 77034
Attn: Jerry LeBlanc, Jr.
Email: jleblanc@binnacledevelopment.com

With a copy to:

Hoover Slovacek LLP
5151 Westheimer, Suite 1200
Houston, Texas 77056
Attn: Greg A. Savage
Email: savage@hooverslovacek.com

The parties shall have the right from time to time to change their respective addresses by giving at least 10 days' written notice of such change to the other party.

5.3 *Assignment.* This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Developer shall give notice immediately to the City of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Developer's successors and assigns.

5.4 *Nonwaiver of Rights.* By entering this Agreement, neither Developer nor the City waive any rights granted under any laws, nor do they make any admissions regarding the subject matter of this Agreement. Each party specifically reserves any and all rights to pursue any action or remedy to protect its interests and rights

5.5 *Reservation of rights.* All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

5.6 *Venue.* This Agreement shall be construed in accordance with the

laws of the State of Texas and shall be performable in Galveston County, Texas.

5.7 *Merger.* This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

5.8 *Modification; exhibit.* This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The exhibits attached to this Agreement are incorporated by this reference for all purposes.

5.9 *Captions.* The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

5.10 *Interpretations.* This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.11 *Severability.* If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

5.12 *Parties-in-interest.* This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

5.13 *Counterparts.* This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Telefaxed or scanned-emailed copies of this signed Agreement shall be binding and effective as an original.

5.14 *Authority to Execute.* The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.15 *Incorporation of Recitals.* The Recitals above are incorporated herein as if repeated verbatim.

5.16 *Amendment and Restatement.* This Agreement amends, restates, supersedes and replaces that certain Development Agreement, dated October 7, 2015, between the City and Developer's predecessor-in-interest, Galveston Bay Investors, LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first given above.

CITY OF TEXAS CITY, TEXAS

By: _____
Dedrick D. Johnson, Mayor

HERON'S LANDING DEVELOPMENT, LLC

By: Binnacle Development, LLC,
Managing Member

By: _____
Jerry LeBlanc, Jr., Managing Member

HERON'S LANDING

AMENDED PUD APPLICATION

Prepared for:
City of Texas City

February 2024

Prepared by:



10377 Stella Link Road, Houston TX 77025

Ph: 713-942-2700

www.as-engineers.com

Texas Engineering Registration No. F-000802

Texas City Amended PUD Application

The following application is submitted under Section 160.050 District I (PUD), Planned Unit Development. This amendment is being submitted to update the following items from the PUD originally approved in 2015:

1. Reassignment of PUD
2. Revised Boundary Survey
3. Overall Land Plan as shown in Exhibit "C"
4. Amenities as shown in Exhibit "D"

Project

Heron's Landing Development, LLC, (the "Developer"), as the successor to Galveston Bay Investors, LLC, the original applicant of named development, intends to develop an 65.4-acre on 9th Street North in Texas City (the "City"), immediately west of the Pelican Harbour development and north of Swallows Meadow and The Islands. Upon completion, the community will consist of approximately 204 single-family homes ranging in price from the low \$200,000s to over \$300,000, with lot sizes ranging from 50'x120' to 70'x120'. Developer is submitting this application to update the parameters of development for the community and the obligations of the Developer and the City. See Exhibit "F" which compares the land plan changes to the original PUD.

Project Details

1. The site is located west of 9th Street North, south and east of the rainwater canal, and north of Swallows Meadow and The Islands (see attached maps "Exhibit A" and survey "Exhibit B").
2. The development will consist of approximately 204 single family lots, ranging from 6,000 square feet to over 8,400 square feet, upon which will be built homes expected to range from \$200,000 to over \$300,000. Typical lot sizes for interior lots will be 50'x120' and 60'x120' for interior lots, while the lots to the north bordering the rainwater canal will be 60 to 70' wide (see attached land plan "Exhibit C"). The community will include walking/jogging trails through the center of the property, a park with play features, and landscaped entry reserves.
3. The amended PUD proposes approximately 204 lots on 65.4 acres compared to the original PUD, which proposed 304 lots on 87 acres. A comparison of the lot mix is shown on Exhibit "F".

4. There will be no non-residential uses.
5. All home construction will be standard one- and two-story dimensions, not exceeding 36 feet in height.
6. The property has slight elevation changes, all of which will be leveled during the development process. The property will drain to the north, into the rainwater canal.
7. All of the property is above the 100-year floodplain; there are no jurisdictional wetlands within the property boundaries.
8. Heron's Landing Section 3 consists of 36 lots. Section 4 consists of 44 lots. The remaining 124 lots will be developed based upon market conditions. All use will be single-family residential.

Developer Obligations

Upon adoption of the PUD, Developer will commit to the following:

1. At a minimum Developer will provide green space/trails as delineated in "Exhibit D."
2. Before any housing units are constructed, Developer will form a homeowners association ("HOA") covering all residential units in the PUD. The HOA will be responsible for all subdivision and common area maintenance.
3. Developer will commit that development and buildout will follow all Texas City ordinances and regulations.

City Obligations

Upon adoption of the PUD, the City will approve the following:

1. The City will consent to annexation of the remainder of the 65.4 Ac property into Galveston County Municipal Utility District #79 instead of Galveston County Municipal Utility District #31 as provided in the original PUD. Section 1 and Section 2 will remain annexed into Galveston County Municipal Utility District #31. The city will consent to annexation per the conditions set forth by the Development Agreement.
2. The PUD will incorporate provisions to prohibit drilling for any natural resources within the boundaries of the PUD.
3. The City will consent to vehicular and pedestrian access from 9th Street North onto and through the property.

Exhibits Attached & Incorporated into the Amended PUD

- **Exhibit A – Aerial Location Map**
- **Exhibit B – Survey & Metes and Bounds**
- **Exhibit C – Land Plan**
- **Exhibit D – Amenities Plan**
- **Exhibit E – Approximate Development Timeline**
- **Exhibit F – Lot Mix Table**

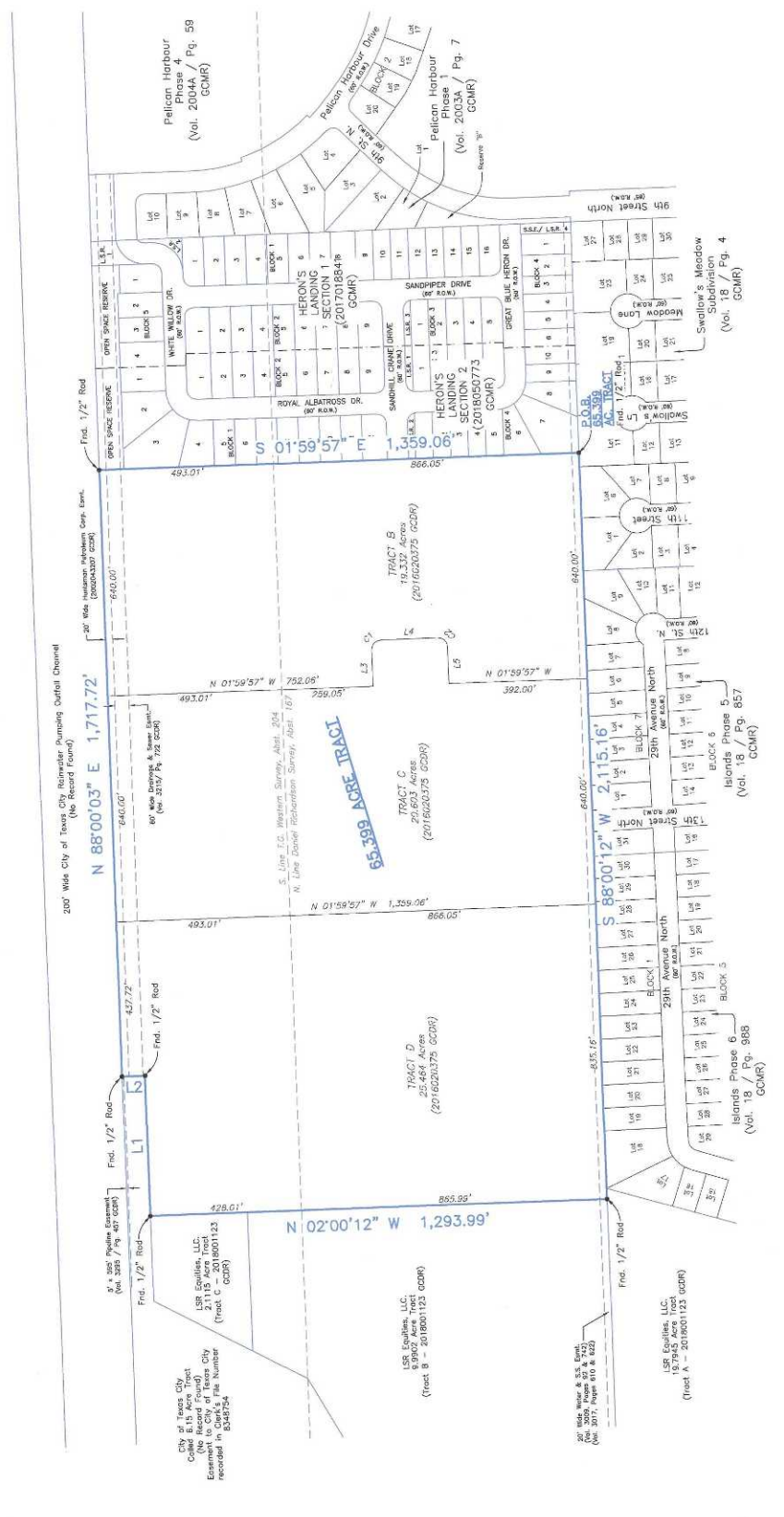
Exhibit A



Heron's Landing Development - 65.399 AC Tract Survey Land Records - As of January 2024

LINE BEARING	DISTANCE	CORNER	PAUL	AN	AS	LENGTH	CLOSED	BEARING	DELTA ANGLE
L1	N 88°00'03" E	1,717.72'	1	2	1	1,717.72'	1	1	0°00'00"
L2	S 88°00'03" W	2,115.16'	2	3	1	2,115.16'	1	1	0°00'00"
L3	N 88°00'03" E	1,717.72'	3	4	1	1,717.72'	1	1	0°00'00"
L4	S 88°00'03" W	2,115.16'	4	5	1	2,115.16'	1	1	0°00'00"
L5	N 88°00'03" E	1,717.72'	5	6	1	1,717.72'	1	1	0°00'00"
L6	S 88°00'03" W	2,115.16'	6	7	1	2,115.16'	1	1	0°00'00"

LINE BEARING	DISTANCE	CORNER	PAUL	AN	AS	LENGTH	CLOSED	BEARING	DELTA ANGLE
L1	N 88°00'03" E	1,717.72'	1	2	1	1,717.72'	1	1	0°00'00"
L2	S 88°00'03" W	2,115.16'	2	3	1	2,115.16'	1	1	0°00'00"
L3	N 88°00'03" E	1,717.72'	3	4	1	1,717.72'	1	1	0°00'00"
L4	S 88°00'03" W	2,115.16'	4	5	1	2,115.16'	1	1	0°00'00"
L5	N 88°00'03" E	1,717.72'	5	6	1	1,717.72'	1	1	0°00'00"
L6	S 88°00'03" W	2,115.16'	6	7	1	2,115.16'	1	1	0°00'00"



Some of e 65,399 acre tract of land out of the T.C. Western Survey, Abstract No. 204, and the Daniel Richardson Survey, Abstract No. 167, situated in Colleton County, Texas, and being more particularly described by metes and bounds on attached Exhibit "A".

I hereby certify that on the above date, the lands described, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Stephen C. Blaskey
 Stephen C. Blaskey
 Registered Professional
 Land Surveyor No. 9566
 SURVEY DATE: JANUARY 11, 2024
 DRAWING NO: 2024-0107-0107-JULY 2024
 JOB NO: 24-0017



LEAGUE CITY OFFICE
 208 HALSTON AVE, SUITE B LEAGUE CITY, TX 77558
 TEL: 281-338-1111
 FAX: 281-338-1112

Exhibit B



- NOTES:
- 1) This property does not lie within the 100 Year Flood Plain as shown on the Federal Emergency Management Agency.
 - 2) This property is subject to any restrictions shown on the plat.
 - 3) Bearings based on Monumentation of North line of the Daniel Richardson Survey and the Daniel Richardson Survey and the Daniel Richardson Survey and the Daniel Richardson Survey.
 - 4) Easement to Pelican Harbour Gas Company recorded in Volume 911, Page 668.
 - 5) Easement to Pelican Harbour Gas Company recorded in Volume 911, Page 668.
 - 6) Easement to Pelican Harbour Gas Company recorded in Volume 911, Page 668.

Exhibit B



LEAGUE CITY OFFICE
Registration Number: 10193855
(281) 554-7739 www.hightidelandsurveying.com
200 HOUSTON AVE, SUITE B | LEAGUE CITY, TX 77573
Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

EXHIBIT "A"

Being a 65.399 acre tract of land out of the T.G. Western Survey, Abstract No. 204, and the Daniel Richardson Survey, Abstract No. 167, situated in Galveston County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of HERON'S LANDING, Section 2, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under Instrument No. 2018050773 in the Office of the County Clerk of Galveston County, Texas, said point also lying in the North line of SWALLOW'S MEADOW, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 4 in the Office of the County Clerk of Galveston County, Texas;

THENCE South 88°00'12" West along the North line of said SWALLOW'S MEADOW Subdivision, a distance of 2,115.16 feet to a point for corner, and a 1/2 inch rod found at the Southeast corner of a 9.9902 acre tract of land conveyed to LSR Equities, LLC. in deed recorded under Instrument No. 2018001123 in the Office of the County Clerk of Galveston County, Texas;

THENCE North 02°00'12" West along the East line of said 9.9902 acre LSR Equities tract, a distance of 1,293.99 feet to a point for corner, and a 1/2 inch rod found in the common line of the subject tract and a called 6.15 acre tract of land conveyed to the City of Texas City (no deed record found);

THENCE North 88°00'03" East along the common line of the subject tract and said 6.15 acre City of Texas City tract, a distance of 397.54 feet to a point for corner, and a 1/2 inch rod found at an interior corner of the subject tract and a Southeast corner of said 6.15 acre City of Texas City tract;

THENCE North 01°59'57" West along the common line of the subject tract and said 6.15 acre City of Texas City tract, a distance of 65.00 feet to a point for corner, and a 1/2 inch rod found in the South line of a tract of land commonly known as a 200 foot wide City of Texas City rainwater pumping outfall channel (no deed record found);

THENCE North 88°00'03" East along the South line of said outfall channel tract, a distance of 1,717.72 feet to a point for corner, and a 1/2 inch rod found at the Northwest corner of said HERON'S LAND, Section 2;

THENCE South 01°59'57" East along the West line of said HERON'S LANDING, Section 2, a distance of 1,359.06 feet to the POINT OF BEGINNING of the herein described tract, and containing 65.399 acres (2,848,818 square feet) of land, more or less.


Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856

SURVEY DATE:	JANUARY 11, 2024
FILE No.:	0204-0167-0000-000
DRAFTING:	JTK/BSH
JOB No.:	24-0017 A



NOTE:

Bearings based on Monumentation of North line of the Daniel Richardson Survey and South line of the T.G. Western Survey.

Exhibit C

METE PLANNING DESIGN
1100 W. UNIVERSITY BLVD.



SEC 4
32 LOTS
(TYP. 60'x120')
12 LOTS
(TYP. 70'x120')
±13.9 AC.

SEC 3
28 LOTS
(TYP. 50'x120')
8 LOTS
(TYP. 60'x120')
±9.0 AC.

FUTURE SECTIONS
63 LOTS
(TYP. 50'x120')
49 LOTS
(TYP. 60'x120')
12 LOTS
(TYP. 70'x120')
±31.0 AC.

a schematic development plan for
HERONS LANDING
 ±65.4 ACRES OF LAND
 prepared for

TEJAS ENGINEERING
 24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422
 METE PLANNING DESIGN
 SCALE: 1"=40'
 DATE: 11/27
 DECEMBER 20, 2023

LOT SUMMARY

Lot Size	Count	Percentage
50' x 120'	91 LOTS	44%
60' x 120'	89 LOTS	44%
70' x 120'	24 LOTS	12%
TOTAL	204 LOTS	

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR CONSTRUCTION. METE PLANNING DESIGN AND TEJAS ENGINEERING WILL PROVIDE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION. NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE. THE PHYSICAL WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
 © 2023 METE PLANNING DESIGN. ALL RIGHTS RESERVED.

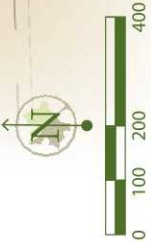
METE PLANNING DESIGN

Exhibit D



LEGEND

- CONCRETE SIDEWALK
- AREA TO BE LANDSCAPED
- PARK WITH PLAY FEATURES
- SEATING AREA



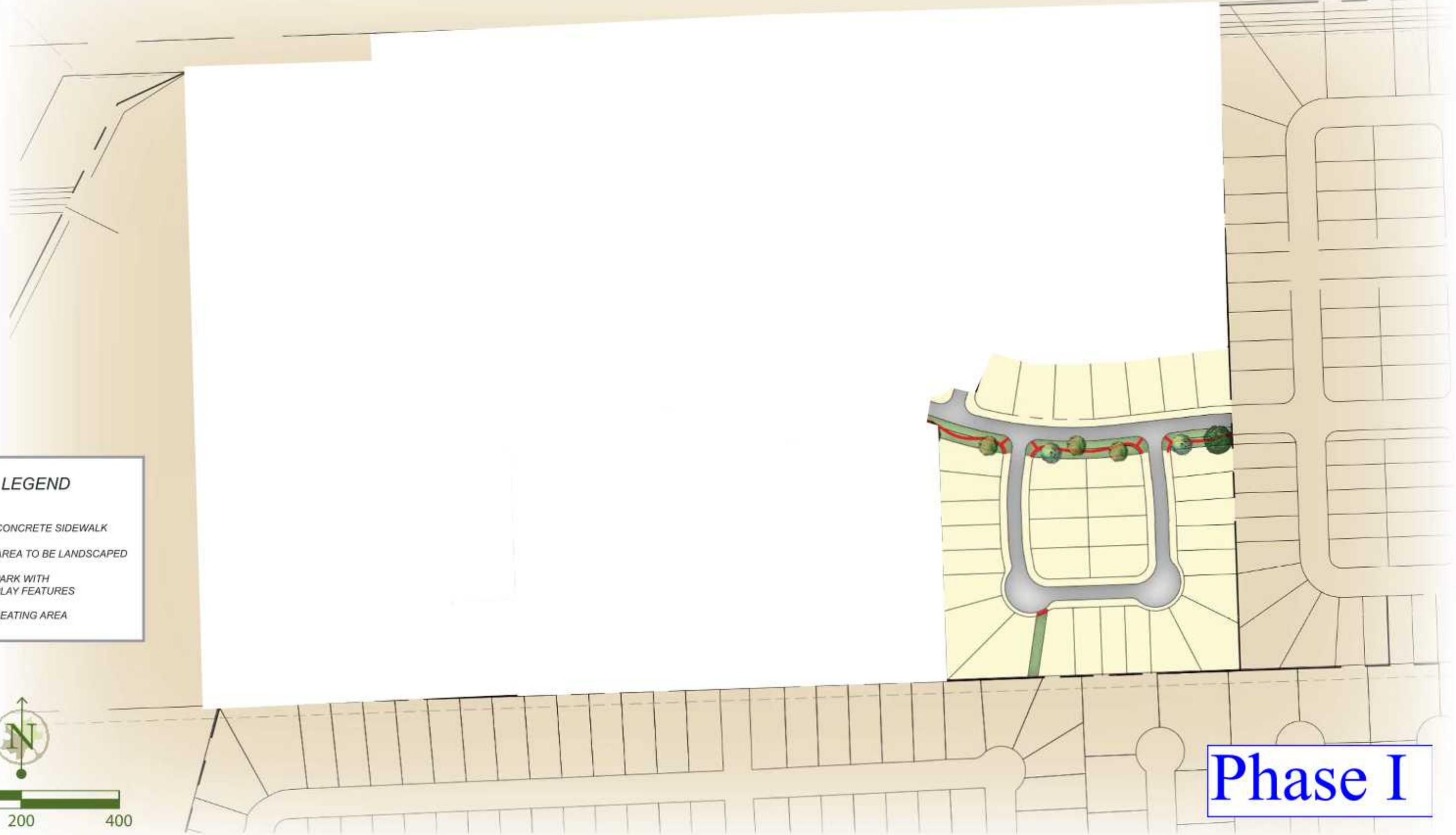
THIS DRAWING DEPICTS CONCEPTUAL LANDSCAPE IMPROVEMENTS FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN SOLUTIONS ARE SUBJECT TO CHANGE.

Example of Park with Play Features



Example of Seating Area





LEGEND

- CONCRETE SIDEWALK
- AREA TO BE LANDSCAPED
- PARK WITH PLAY FEATURES
- SEATING AREA

Phase I



LEGEND

- CONCRETE SIDEWALK
- AREA TO BE LANDSCAPED
- PARK WITH PLAY FEATURES
- SEATING AREA

Phase II





Phase IV

Exhibit E

Approximate Development Timeline

<u>Task</u>	<u>Approximate Completion</u>
PUD Application Submission	Q1 2024
PUD Approval	Q1 2024
Delivery of First 36 Lots (Section 3)	Q1 2024
Section 4 Construction Begins	Q2 2024
Phase I Amenity Construction Begins	Q3 2024 ⁽¹⁾⁽⁴⁾
Delivery of Section 4 Lots	Q4 2024
Future Section(s) Construction Begins	Q4 2025
Phase II Amenity Construction Begins	Q1 2026 ⁽¹⁾⁽⁵⁾
Phase III Amenity Construction Begins	Q3 2026 ⁽¹⁾⁽³⁾⁽⁶⁾
Delivery of Remaining 124 Lots	Q1 2027 ⁽¹⁾⁽²⁾
Phase IV Amenity Construction Begins	Q2 2027 ⁽¹⁾⁽⁵⁾⁽⁷⁾
Buildout of All Homes	Q1 2028 ⁽²⁾

(1) Construction of Amenities as shown on Exhibit D.

(2) These completion dates are subject to market conditions.

(3) Due to the nature of construction of the detention pond, the applicable amenities will not begin construction until detention pond construction is completed with the last section.

(4) Phase I construction plans for the amenities (sidewalks/walking trails and landscaping) will be submitted within 120 days of Section 3 plat recording. The Developer will make a conscious effort to complete construction of Phase I amenities before recordation of the Section 4 plat.

(5) Phases II and IV – Construction plans for the amenities will be submitted with the application for final plat approval for each section with all comments on amenity construction plans to be addressed. The amenity construction plans will be ready for approval before the plat is recorded for the designated section(s). The review and approval of the WSD and Paving Construction plans will proceed independently of the Amenity Construction plan review. The construction of the amenities is to be completed for each section within 120 days from recording of the associated plat.

(6) Phase III amenities – Construction plans for the amenities will be submitted with the application for final plat of the section where it will be platted, with all comments on amenity construction plans to be addressed. The amenity construction plans will be ready for approval before the plat is recorded for the designated section. The review and approval of the WSD and Paving Construction plans will proceed independently of the Amenity Construction plan review. The construction of amenities is to be completed withing 120 days from recording of the associated plat. In addition, construction of the Phase III amenities shall begin on or before the approval of the platting of the 150th residential lot.

(7) Park with Play Feature – Construction plans to be submitted before the final plat is recorded for Section 4. Approved specifications for the Play Features will be required before recordation of the final plat for Section 5. A purchase order with a reasonable delivery date for the Play Feature shall be provided before the final plat will be recorded for the section where the park is located.

Heron's Landing Development - Exhibit "F" Lot Mix Table

Original PUD (87 Acres, 304 Lots)			
	Lot Size		
	50 ft	60 ft	70 ft
Section 1	14	18	4
Section 2	15	16	5
Remaining AC	109	106	17
Total:	138	140	26
Lot Mix (%)	45%	46%	9%

Amended PUD (65.4 AC, 204 Lots)			
	Lot Size		
	50 ft	60 ft	70 ft
Section 3	28	8	0
Section 4	0	32	12
FUTURE SECTIONS	63	49	12
Total:	91	89	24
Lot Mix (%)	45%	44%	12%

Original PUD (87 Acres, 304 Lots)			
	Lot Size		
	50 ft	60 ft	70 ft
Number of Lots	138	140	26
Lot Mix (%)	45%	46%	9%

Amended PUD (65.4 AC, 204 Lots)			
	Lot Size		
	50 ft	60 ft	70 ft
Number of Lots	91	89	24
Lot Mix (%)	45%	44%	12%

(5,6)

Original PUD (87 Acres, 304 Lots)	
	Land Use (AC)
ROW	20.4
Park	0
Lots (304)	62
Open Space/Reserves	4.6

(1)

Density = 3.5 Lots/AC (4)

Amended PUD (65.4 AC, 204 Lots)	
	Land Use (AC)
ROW	12.3
Park	10.7
Lots (204)	37.6
Open Space/Reserves	4.8

(2)

Density = 3.1 Lots/AC (4)

- (1) The original 87 AC land plan did not have any open space dedicated to a Park facility.
- (2) The Land Plan in the Amended PUD Application will reserve land for a Park facility.
- (3) The density calculations include acreage dedicated to open space.
- (4) The 65.4 AC Land Plan proposes a reduction in ROW, increased open space with a park, less 60-ft lots, and more 70-ft lots in order to provide an efficient, appealing development to the future residents. It is notable that the development in itself is less congested and a lower concrete footprint is utilized via reduction of street pattern.
- (5) There is a reduction in the percentage of 60-ft lots.
- (6) There is an increase in the percentage of 70-ft lots.

**ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

This **ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT** ("Assignment") is executed effective as of the ____ day of February, 2024, by and between **GALVESTON BAY INVESTORS, LLC**, a Texas limited liability company ("Assignor"), and **HERON'S LANDING DEVELOPMENT, LLC**, a Texas limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor is the "Developer" defined in that certain Development Agreement ("Development Agreement") by and between Assignor and the **CITY OF TEXAS CITY, TEXAS** ("City"), dated October 7, 2015, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Development Agreement to Assignee; and

WHEREAS, Assignee desires to assume all rights and obligations of Assignor under the Development Agreement.

NOW, THEREFORE, for good and valuable consideration paid to Assignor by Assignee, the receipt and adequacy of which is hereby acknowledged and agreed as follows:

I. Assignment. Assignor hereby grants, sells, assigns and conveys to Assignee, effective as of the date hereof, all of Assignor's rights, titles, interests in, and obligations under, the Development Agreement.

2. Assumption. Assignee hereby accepts, assumes and agrees to pay, perform and discharge in accordance with the thereof, all of the duties, liabilities and obligations of Assignor under the Development Agreement.

3. City Notification. Assignor and Assignee agree to notify the City of this Assignment.

4. Representations. Assignor represents and warrants that the copy of the Development Assignment attached hereto is true, correct and complete, has not been further amended, is in full force and effect, and that Assignor is not currently in default under any of the terms and provisions of the Development Agreement. Assignor further represents and covenants to Assignee that it has full authorization and authority to enter into this Assignment.

5. Mutual Indemnification. Assignor shall indemnify and hold harmless Assignee from and against any liability for all obligations arising prior to the date hereof under the Development Agreement. Assignee shall indemnify and hold harmless Assignor from and against any liability for all obligations arising from and after the date hereof under the Development Agreement.

6. Governing Law and Venue. This Assignment is being executed and delivered, and is intended to be performed, in the State of Texas, and the laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Assignment. This Assignment is performable in, and the exclusive venue for any action brought with respect herein, shall lie in Galveston County, Texas.

7. Change of Address for Developer. As required by Section 5.2 of the Development Agreement, new contact information for the Developer is as follows:

Heron's Landing Development, LLC
11210 Blume Ave, Suite 200
Houston, Texas 77034
Attn: Jerry LeBlanc, Jr.
Email: jleblanc@binnacledevelopment.com

8. Multiple Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. Approvals and Consents. Assignor agrees to reasonably cooperate with Assignee in the execution of any additional documents or instruments that may be reasonably required to evidence the provisions and intent of this Assignment.

***[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]***

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date and year first written above.

ASSIGNOR:

GALVESTON BAY INVESTORS, LLC

By: 

Jerry LeBlanc, Jr., Member

ASSIGNEE:

HERON'S LANDING DEVELOPMENT, LLC

By: Binnacle Development, LLC,
Managing Member

By: 

Jerry LeBlanc, Jr., Managing Member

EXHIBIT "A"

DEVELOPMENT AGREEMENT

RESOLUTION NO. 15-069

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TEXAS CITY AND GALVESTON BAY INVESTORS, LLC; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, City Commission approved the development plan for 85 acres of residential development west of Pelican Harbour, that would include approximately 300 lots; and,

WHEREAS, the development plan is being followed-up with a Development Agreement.

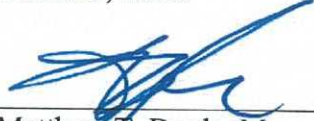
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the Mayor is authorized to enter into a Development Agreement between the City of Texas City and Galveston Bay Investors, LLC, in substantially the same format as attached hereto as **Exhibit "A"**.

SECTION 2: That the Mayor is authorized to execute any documentation necessary to assign the Development Agreement between the City of Texas City and Galveston Bay Investors, LLC.

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

PASSED AND ADOPTED this 7th day of October, 2015.



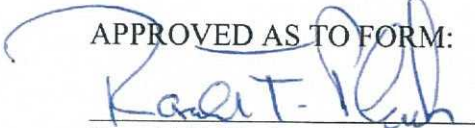
Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:



Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:



Ronald F. Plackemeier
City Attorney

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement"), is made and entered into as of October 7, 2015, by and between **THE CITY OF TEXAS CITY, TEXAS**, a municipal corporation and home-rule city of the State of Texas (the "City"), and **GALVESTON BAY INVESTORS, LLC**, a Texas limited liability company (the "Developer").

Article I RECITALS:

1.01. Developer intends to acquire an approximately 87 acre tract of real property located in Galveston County, Texas, more fully described on Exhibit "A", attached hereto and incorporated herein (the "Property"), and the City has approved its application for a planned unit development (the "PUD") for the Property attached on Exhibit "B".

1.02. Developer intends to utilize the Property to develop approximately 300 single-family residential lots in accordance with PUD, the zoning code and all applicable City codes and ordinances.

1.03. The City has determined that agreeing to the terms set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business in the City.

1.04. The terms "City", "Developer", "District", "PUD", and "Property" shall have the meanings provided for them in the Recitals herein above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in the Agreement shall have the meanings as follows:

Article II AGREEMENT:

NOW, THEREFORE, for good and valuable consideration and the mutual covenants set forth herein, Developer and the City contract and hereby agree as follows:

2.01 **Access.** The development of the Property requires access from both 9th Street North through a portion of Reserve B of Pelican Harbour Phase 1 ("Reserve B") and from the north end of Pelican Harbour Drive. Developer agrees to construct both entrances to the property. If the Developer is unable to acquire the desired access through either location, the City agrees to exercise its power of eminent domain to acquire such easements and/or fee title to provide the necessary pedestrian, automobile, utility, and street paving access; provided, however, that the Developer shall be required to advance funds to acquire such easements including legal fees, court costs and condemnation awards.

2.02 **Annexation.** The City will consent to annexation of the Property into Galveston County Municipal Utility District #31, and will execute all such documentation and take all such action as may be reasonably requested by Developer or said District in connection therewith. The

use and development of the Property before and after annexation shall conform with PUD to development standards reasonably necessary to Developer.

2.03 **Anti-Drilling.** All property within the PUD shall be considered a "residence" for the purposes of City of Texas City, Texas, Code of Ordinances, Sec 120.27.001 for Texas City. No permit may be issued for any oil or gas well to be drilled at any location which is nearer than 600 feet of the PUD. Any well shall be in accordance with State law.

2.04 **Infrastructure.** The City will reserve sufficient utility capacity to serve all the single-family residences constructed within the PUD. Upon completion of construction of the utilities and streets (the "Infrastructure") per City standards, the City will accept, own, and maintain the Infrastructure.

Article III Obligations of the Developer:

3.01 **Maintenance of certain improvements.** The Developer agrees to form one or more property owners association, which shall have as one of their stated purposes to permanently maintain through assessments all lakes, ponds, and other detention facilities, parks and recreation facilities, landscaping, and monumentation developed as part of the Project (the "Non-City Improvements"). The Developer acknowledges and agrees that the Non-City Improvements will be maintained by the property owner's associations serving the Property, as appropriate, and the City shall never have the responsibility to own, operate or maintain the Non-City Improvements.

3.02 **Dry Utilities.** The Developer agrees that all dry utilities, such as electric, gas, telephone, and cable, shall be placed underground throughout the Property; provided, however, that "three-phase" power lines may be elevated and may be placed in easements along the perimeter of the Property to serve the Property. Unless otherwise approved by the City and the Developer and unless no reasonable alternative is available to the power provider for the location of said poles, no elevated three-phase power or larger poles may be placed along any major roads or highways. The Developer agrees that the public street light poles throughout the Project shall be galvanized metal or concrete; provided, however, the Developer may use light poles made out of material that is of a higher quality than concrete, as determined by the Mayor or his designee. Decorative and specialty light poles are acceptable on private property and along private streets; provided, however, that the City shall never be responsible for maintenance of such light poles.

3.03 **Property Values.** The Developer recognizes that a significant portion of the City's consideration for entering into this Agreement and consenting to the creation of the PUD is the Developer's representations that it would achieve an average home value of \$200,000 (the "Target Value"). Prior to the City approving the permits for construction of the 200th home of the project, the average single family home value must meet or exceed the Target Value in accordance with the Galveston County Appraisal District rolls, builders sales contracts, or any

other documented means.

3.04 25th Avenue Traffic Control Facilities The Developer agrees to provide to the City the lesser of (a) \$150,000 or (b) 50% of the total cost for the engineering design and construction of traffic control facilities at the intersection of 25th Avenue and 9th Street (the "Traffic Signal"). The Traffic Signal shall be constructed, owned, operated, and maintained by the City. The City agrees to (i) commence construction of the Traffic Signal within 12 months of receipt of the Traffic Signal funding; and (ii) use its best efforts to complete such construction within an additional 12 months after commencement. The Traffic Signal funding shall be paid to the City upon issuance of the 250th home construction permit for the subdivision.

3.05 Development Covenants. The Developer agrees to adopt deed restrictions and other restrictive covenants, and promulgate the Developer's guidelines regarding development standards, consistent with the PUD, the Zoning Code and any relevant City ordinances and regulations. The Developer will provide copies of its residential deed restrictions and residential development covenants to the City for review and comment by the Mayor or his designee no later than prior to the approval of the first residential development covenants for review and comment no later than prior to the approval of PUD. The Developer agrees to require Sub-developers to abide by the Developer's development standards and provide for enforcement mechanisms for restrictive covenants.

3.06 Notice. Developer agrees to provide notice to the Mayor or his designee of any material proposed changes, amendments or revisions to the PUD, the property, or the Project prior to taking any action on such changes.

Article IV Term and Default

4.01. Term This agreement shall be in effect as of the date set forth on the first page, hereof, and shall terminate 50 years thereafter, unless terminated earlier as specifically provided herein.

4.02 Default.

- a. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.
- b. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged of the failure and shall demand performance. No breach of the Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30

days of such notice. Upon a breach of this Agreement, the non-defaulting Party shall be entitled to specific performance. Regardless of any other provision, neither Party shall be entitled to recover money damages for breach of this Agreement or a tort related to this Agreement. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

Article V Miscellaneous Provisions

5. Miscellaneous.

5.1 Approvals and consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

5.2 Address and notice. Any notice to be given under this Agreement shall be given in writing, addressed to the party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested; by messenger delivery; or by telecopy. Notice deposited by mail shall be effective three days after posting. Notice given in any other manner shall be effective upon receipt by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City Engineer -- City of Texas City
928 5th Ave. N.
Texas City, Texas 77590
Attn: Doug Kneupper
Facsimile: _____
Email: _____

With a copy to:

City Attorney – City of Texas City
928 5th Ave. N.
Texas City, Texas 77590
Attn: Ronald Plackemeier
Facsimile: 409-643-5952
Email: rplackemeier@texas-city-tx.org

If to the Developer, to:

Galveston Bay Investors, LLC
11529 Wincrest
Dickinson, TX 77539
Attn: Jerry LeBlanc, Jr.
Facsimile: _____
Email: bayareainvestors@gmail.com

With a copy to:

Hoover Slovacek LLP
5151 Westheimer, Suite 1200
Houston, Texas 77056
Attn: Greg A. Savage
Facsimile: (713) 977-5395
Email: savage@hooverslovacek.com

The parties shall have the right from time to time to change their respective addressees by giving at least 10 days' written notice of such change to the other party.

5.3 Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Developer shall give notice immediately to the City of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Developer's successors and assigns.

5.4 Nonwaiver of Rights. By entering this Agreement, neither Developer nor the City waive any rights granted under any laws, nor do they make any admissions regarding the subject matter of this Agreement. Each party specifically reserves any and all rights to pursue any action or remedy to protect its interests and rights

5.5 Reservation of rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

5.6. Venue. This Agreement shall be construed in accordance with the laws of the

State of Texas and shall be performable in Galveston County, Texas.

5.7 Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

5.8 Modification; exhibit. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The exhibits attached to this Agreement are incorporated by this reference for all purposes.

5.9 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

5.10 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.11 Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

5.12 Parties in interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

5.13 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Telefaxed or scanned-emailed copies of this signed Agreement shall be binding and effective as an original.

5.14 Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.15 Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first given above.

CITY OF TEXAS CITY, TEXAS

BY: 

NAME: Matthew T. Doyle

TITLE: Mayor, City of Texas City

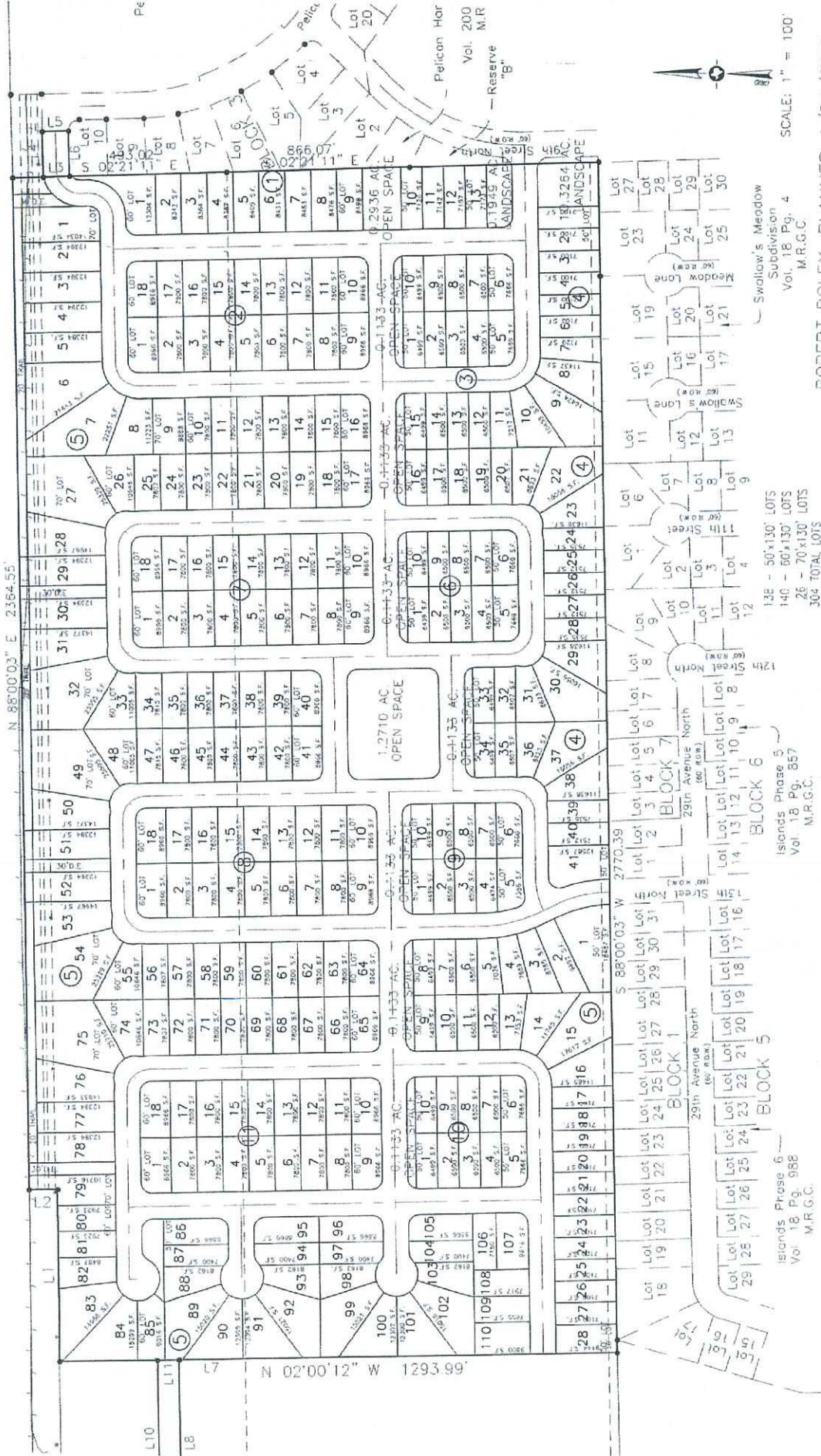
GALVESTON BAY INVESTORS, LLC,

BY: 

NAME: Jerry LeBlanc Jr.

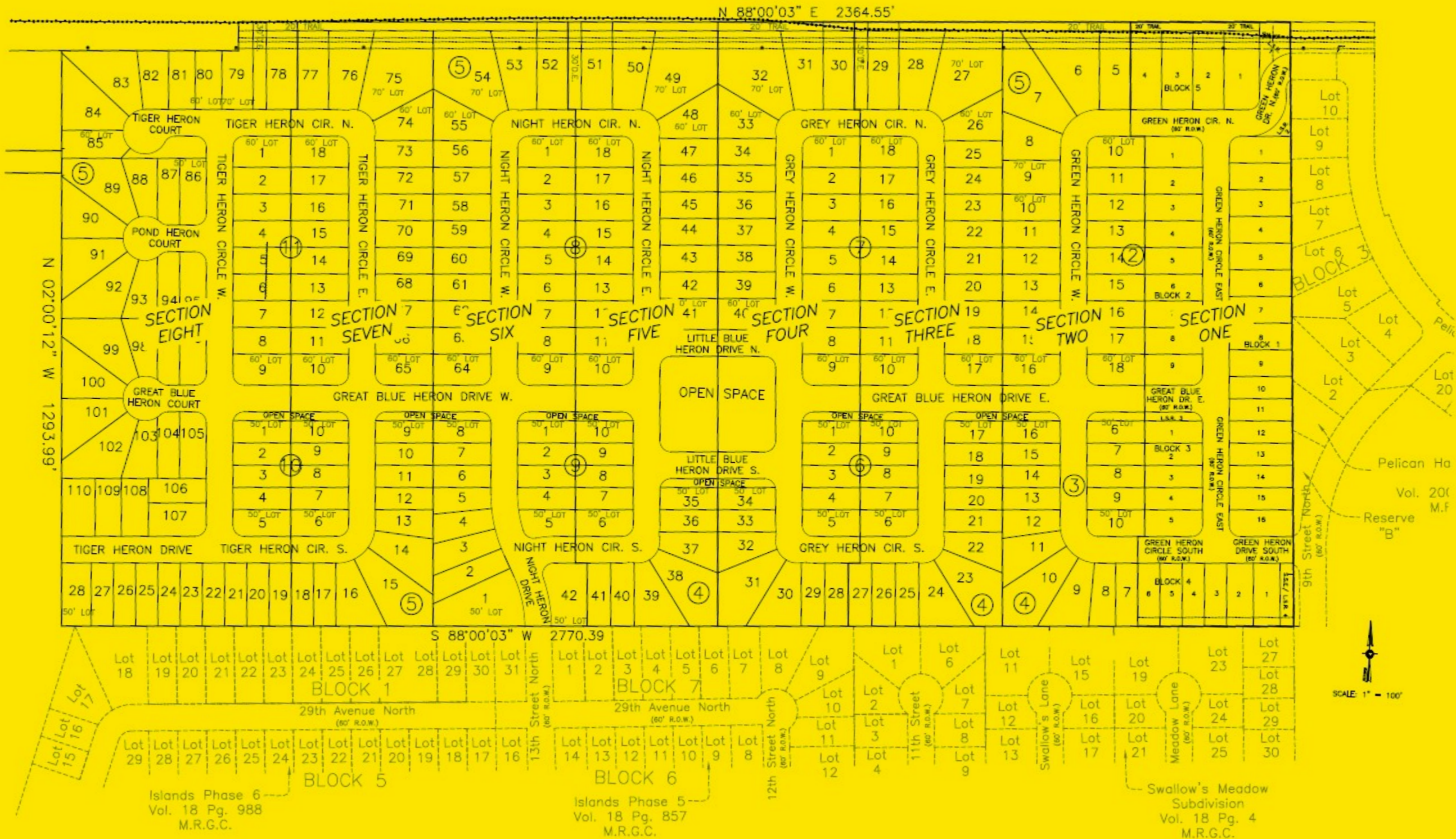
TITLE: Member

EXHIBIT "B"



ROBERT DOLEY, PLANNER 4/24/2015

Original Land Plan (Masterplan) attached to Development Agreement - Dated 03/04/2022



RESOLUTION NO. 2024-056

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TEXAS CITY AND HERON'S LANDING DEVELOPMENT, LLC; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Planning Board voted at its regular meeting on February 19, 2024, (4-0) to recommend approval of the Amendment to the PUD, Master Plan update, and amendment to the Development Agreement; and

WHEREAS, the Zoning Commission held a public hearing and voted at its regular meeting on March 5, 2024 (4-0) to recommend approval of the Amendment to the PUD, Master Plan update, and amendment to the Development Agreement to the City Commission; and

WHEREAS, Staff comments have been addressed and there are no objections presented to the approval of the amendments to the PUD and Development agreement and update of the Master Plan. The amendments to the PUD application and to the Development Agreement are updating both current conditions and reconciling them with the current ordinances. The amendments maintain the character of the PUD as originally approved and remain consistent with the expectations presented to the current residential owners residing in Sections 1 and 2. The amendments also update and clarify the amenities to be provided and scheduled for the same.

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, authorizes the Mayor to approve the Amended and Restated Development Agreement between the City of Texas City and Heron's Landing Development, LLC in substantially the same form as **Exhibit "A"** attached hereto and made a part hereof for all purposes.

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

PASSED AND ADOPTED this 3rd day of April 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) (f)

Meeting Date: 04/03/2024

Bid No. 2024-452 Water Line Replacement Project - Phase 21

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

Department: Public Works

Information

ACTION REQUEST

Approve and award a contract for bid number 2024-452 Water Line Replacement Project - Phase 21

BACKGROUND (Brief Summary)

A notice to bidders was published on February 28, 2024, and again March 06, 2024. Bid packets were made available to local area vendors via CIVCASTUSA. Bids were received and opened on March 19, 2024 at 11:00 a.m. The lowest responsible bidder meeting all specifications is Lopez Utilities Contractor, LLC., from South Houston Texas, for the total amount bid \$1,655,668.00.

Funds are made available via the City of Texas City 2023/2024 Annual Budget 501705-55690-70521.

A letter of recommendation and bid tabulation are attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to award bid number 2024-452 to Lopez Utilities Contractor, LLC., for the total bid amount of \$1,655,668.00, and that the Mayor be authorized to execute a contract on behalf of the City Commission. It is further recommended that the Mayor be authorized to approve change orders, not to exceed 25% of the total contract price, without taking the matter before the City Commission.

Thank you.

Fiscal Impact

Attachments

Exhibit A
Exhibit B
Resolution



March 25, 2024

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

Re: **Letter of Recommendation for Water Line Replacement Project – Phase 21**
BID #2024-452
City of Texas City
ARKK Job No. 23-049

Dear Mr. Ballast:

On March 19, 2024, nine (9) bids were received for the above referenced project. The project involves the replacement of existing water distribution lines with approximately 15,500 L.F. of new water lines in the size ranges of 2" through 8" in diameter, fire hydrants, valves, services, and all labor, equipment, materials, and incidentals required for the project.

The project also includes three (3) Add Alternates.

Add Alternate No. 1 involves approximately 500 L.F. of 6" thru 8" water lines.

Add Alternate No. 2 involves approximately 700 L.F. of 6" thru 8" water lines.

Add Alternate No. 3 involves approximately 2,000 L.F. of 6" thru 8" water lines.

1. Bid Tabulation Sheet – Nine (9) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The project was bid with a base bid and three (3) Add Alternates. Add Alternate No. 1, Add Alternate No. 2, and Add Alternate No. 3 includes additional areas for replacement of existing water lines.

As discussed with the City of Texas City, the Base Bid, Add Alternate No. 1, Add Alternate No. 2, and Add Alternate No. 3 were utilized as a basis for award of the contract. The bids for the project (Total Bid) are as follows:

<u>Bidder</u>	<u>Total Bid</u>
Lopez Utilities Contractor, LLC	\$1,655,668.00
McKinney Construction, Inc.	\$1,806,855.00
Scohil Construction Services, LLC.	\$1,962,305.00
Nerie Brothers Construction, LLC.	\$1,999,710.00
Texkota Enterprises, LLC.	\$2,041,935.00
Branch Construction Group, LLC.	\$2,042,195.00
Bull-G Construction, LLC.	\$2,048,941.00
ISJ Underground Utilities, LLC.	\$2,066,637.50
MetroCity, LLC.	\$2,393,619.00

2. Qualifications and References – Lopez Utilities Contractor, LLC has worked on projects of similar nature in the Greater Houston and Galveston areas. Lopez Utilities’ personnel are familiar with the City of Texas City’s requirements and expectations as they have successfully completed multiple water line replacement projects for the City. Lopez Utilities Contractor, LLC has completed the work in a satisfactory manner. Lopez Utilities Contractor, LLC’s management team has indicated that they have the personnel and experience to complete the Phase 21 water line work and are planning to complete the work successfully.

Lopez Utilities Contractor, LLC appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the **Water Line Replacement Project – Phase 21 to Lopez Utilities Contractor, LLC for a total amount of \$1,655,668.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.
Senior Project Manager

CC: Mr. Jack Haralson – City of Texas City

Main data table containing item descriptions, quantities, and bid amounts from various contractors like Lopez Utilities Contractor, LLC, McKinney Construction, Inc., Scohil Construction Services, LLC, Nerie Brothers Construction LLC, etc.

RESOLUTION NO. 2024-057

A RESOLUTION SELECTING LOPEZ UTILITIES CONTRACTOR, LLC. FOR BID NO. 2024-452 WATER LINE REPLACEMENT PROJECT - PHASE 21; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, a notice to bidders was published on February 28, 2024, and again March 06, 2024. Bid packets were made available to local area vendors via CIVCASTUSA.; and

WHEREAS, Bids were received and opened on March 19, 2024, at 11:00 a.m. The lowest responsible bidder meeting all specifications is Lopez Utilities Contractor, LLC., from South Houston Texas, for the total amount bid \$1,655,668.00.

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

SECTION 1: That the City Commission hereby accepts the recommendation of the Public Works Department to select Lopez Utilities Contractor, LLC., for Bid No. 2024-452 Water Line Replacement Project - Phase 21.

SECTION 2: That the Mayor is hereby authorized to execute the proposal with Lopez Utilities Contractor, LLC., for Bid No. 2024-452 Water Line Replacement Project - Phase 21 attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

SECTION 3: That the Mayor is hereby authorized to approve change orders, not to exceed Twenty-Five percent (25.0%) of the total contract amount, without bringing the matter before the City Commission.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 3rd day of April 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) (g)

Meeting Date: 04/03/2024

Long-term lease at Shoal Point

Submitted For: Kyle Dickson, City Attorney Office

Submitted By: Rhomari Leigh, City Secretary

Department: City Attorney Office

Information

ACTION REQUEST

Resolution authorizing the Mayor to enter into a long-term lease for certain real property commonly known as Shoal Point

BACKGROUND (Brief Summary)

A Request for Proposals #2024-451 was posted on February 13, 2024. On March 7, 2024, the proposals that were received were opened and read aloud. The only proposal that was received was from Galveston LNG Bunker Port LLC. Their proposal met all the requirements of the Request for Proposals for the long-term lease of a portion of real property at Shoal Point.

RECOMMENDATION

Staff recommends the City Commission accept the proposal for a long-term lease that was submitted by Galveston LNG Bunker Port, LLC., and award a long-term lease to Galveston LNG Bunker Port. Furthermore, it is recommended the Mayor be Authorized to enter into the lease for certain real property commonly known as Shoal Point per the terms and conditions as outlined in the Request for Proposal #2024-451.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2024-058

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LONG-TERM LEASE FOR CERTAIN REAL PROPERTY COMMONLY KNOWN AS SHOAL POINT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, a Request for Proposals No. 2024-451 was posted on February 13, 2024. On March 7, 2024, the proposals that were received were opened and read aloud. The only proposal that was received was from Galveston LNG Bunker Port LLC. Their proposal met all the requirements of the Request for Proposals for the long-term lease of a portion of real property at Shoal Point; and

WHEREAS, staff recommends the City Commission accept the proposal for a long-term lease submitted by Galveston LNG Bunker Port, LLC., and award a long-term lease to Galveston LNG Bunker Port. Furthermore, it is recommended the Mayor be authorized to enter into the lease for certain real property commonly known as Shoal Point, per the terms and conditions as outlined in the Request for Proposal No. 2024-451.

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

SECTION 1: That the City Commission hereby accepts awarding Request for Proposal No. 2024-451 to Galveston LNG Bunker Port LLC.

SECTION 2: The Mayor is hereby authorized to enter into a long-term lease for certain real property commonly known as Shoal Point.

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

PASSED AND ADOPTED this 3rd day of April 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) (h)

Meeting Date: 04/03/2024

Bid # 2024-003 Delivered Hot and Warm Mix Asphalt Annual Contract

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

Department: Public Works

Information

ACTION REQUEST

Approve and award a contract for Bid # 2024-004 Delivered Hot and Warm Mix Asphalt Annual Contract.

BACKGROUND (Brief Summary)

On March 13, 2024, and March 20, 2024, the Notice To Bidders was published in the Galveston County Daily News, and bid packets were sent out to local area vendors. Bids were opened on March 27, 2024, at 10 A.M. The lowest responsible bidder meeting all the qualifications was Texas Materials Group, Inc. dba, Gulf Coast in Baytown, Texas. As this is an annual contract for road construction materials, the total quantities listed are for bid comparison only. There are no minimum or maximum quantities guaranteed in this contract. Materials are to be purchased on an "as needed basis".

Funding for this item is included in the FY 2023/2024 Public Works Budget.

A bid tabulation is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to award Bid # 2024-003 Delivered Hot and Warm Mix Asphalt Annual Contract to Texas Materials Group, Inc. dba Gulf Coast, for the prices bid, and that the Mayor be authorized to execute a contract on behalf of the City Commission.

Thank you.

Fiscal Impact

Attachments

Exhibit A

City of Texas City

BID TABULATION

2024-003 DELIVERED HOT AND WARM MIX ASPHALT

Bid Opening: Wednesday, March 27, 2024 at 10 a.m.

<u>BIDDER</u>	Vulcan Materials	Texas Materials Group dba: Gulf Coast
TYPE "D" HOT MIX 2000 tons	\$107.25 \$214,500.00	\$95.00 \$190,000.00
TYPE "D" WARM MIX 2000 tons	\$107.25 \$214,500.00	\$95.00 \$190,000.00
TYPE "A" BLACK BASE 2500 tons	\$103.25 \$258,125.00	\$90.00 \$225,000.00
Totals	\$687,125.00	\$605,000.00

* Totals expressed here are for comparison only. There are no guaranteed minimums or maximums on annual contracts

CITY COMMISSION REGULAR MTG

(9) (i)

Meeting Date: 04/03/2024

Adopt Policies and Procedures Regarding Civil Rights for Federally Assisted Programs & Activities

Submitted For: Dedrick Johnson, Mayor's Office

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Discuss, consider, and adopt this resolution regarding Civil Rights policies and procedures as required when federal funding is received and utilized by the City.

BACKGROUND (Brief Summary)

The City of Texas City, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the federally assisted activity, on the basis of race, color, religion, sex, national origin, age, or disability.

The City of Texas City, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the federally assisted project area.

The City of Texas City, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations.

The City of Texas City, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with Limited English Proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each federally assisted project.

The City of Texas City, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds.

The City of Texas City, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act.

The City of Texas City, must designate an official to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of federally funded contracts.

RECOMMENDATION

It is the recommendation of the Director of Community Development & Grants Administration that the Commission approve this resolution, adopting the following:

1. Citizen Participation Plan-Amended;
2. Section 3 Policy for Federally Assisted Programs and Activities;
3. Excessive Force Policy;
4. Limited English Proficiency (LEP) Standards Plan;
5. Section 504 Policy and Grievance Procedures for Federally Assisted Programs and Activities;
6. Code of Conduct Policy for Federally Assisted Programs and Activities; and
7. Fair Housing Policy.

Fiscal Impact

Attachments

Resolution

Citizen Participation Plan-Amended

Civil Rights Policies & Procedures

Resolution Draft

Updated policy

RESOLUTION NO. 2023-047

A RESOLUTION ADOPTING VARIOUS POLICIES AND PROCEDURES RELATED TO CIVIL RIGHTS AND COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City, Texas, (hereinafter referred to as “City of Texas City”) has been awarded a Community Development Block Grant – Mitigation (CDBG-MIT) from the Texas General Land Office (hereinafter referred to as “GLO”); and

WHEREAS, the City of Texas City, in accordance with Section 109 of Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000.00, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG MIT activity, on the basis of race, color, religion, sex, national origin, age; and

WHEREAS, the City of Texas City, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections; and

WHEREAS, the City of Texas City, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG-MIT project area; and

WHEREAS, the City of Texas City, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations; and

WHEREAS, the City of Texas City, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with Limited English Proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG-MIT project; and

WHEREAS, the City of Texas City, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the City of Texas City, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing; and

WHEREAS, City of Texas City, has designated an overseer and will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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, **ADOPTS THE FOLLOWING:**

1. Citizen Participation Plan and Grievance Procedures.
2. Section 3 Policy.
3. Excessive Force Policy.
4. Limited English Proficiency (LEP) Standards Plan.
5. Section 504 Policy and Grievance Procedures.
6. Code of Conduct Policy.
7. Fair Housing Policy.

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

PASSED AND ADOPTED this 20th day of March 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 OF TEXAS CITY, TX
COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG)
CITIZEN PARTICIPATION PLAN

ADOPTED BY TEXAS CITY COMMISSION ON December 21, 2022

AMENDED APRIL 2021, DECEMBER 2022, MARCH 2024



PURPOSE

Participating Jurisdictions that receive U.S. Department of Housing and Urban Development (HUD) CDBG grant funds must develop a Citizen Participation Plan (CCP). The CCP describes efforts that will be undertaken to encourage citizens to participate in the development of the City's federal reports: Five-Year Consolidated Plan, annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER).

The Citizen Participation Plan is designed to encourage the participation of city residents in the development of the federal reports as listed above, particularly those residents who are predominantly low-and-moderate-income. The CPP also encourages local and regional institutions and other organizations including businesses, developers, and community and faith-based organizations to participate in the process of developing and implementing the Five-Year Consolidated Plan and related reports. The City takes appropriate actions to encourage the participation of persons of minority backgrounds, persons with limited-English proficiency, and persons with disabilities.

The City of Texas City is committed to compliance with Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. The City of Texas City does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs and activities.

The City of Texas City considers it the right of all Texas City residents to have the opportunity to provide input and comment on the use of public funds and the community's needs related to affordable housing and economic development. The citizen participation plan applies to five areas of the planning for the use of affordable housing, community and economic development made possible through HUD funding:

1. The Five-Year Consolidated Plan
2. The Annual Action Plan
3. The Consolidated Annual Performance and Evaluation Report (CAPER)
4. Substantial Amendments to a Five-Year Consolidated Plan and/or annual Action Plan
5. Amendments to the Citizen Participation Plan, itself.

The City of Texas City's program/fiscal year begins October 1 and ends September 30. In order to receive Entitlement grant funding, the U.S. Department of Housing and Urban Development (HUD) requires jurisdictions to submit a Consolidated Plan every five years. This plan is a comprehensive strategic plan for community planning and development activities. The Annual Action Plan serves as the City's application for the HUD grant program. Federal law also requires citizens have opportunities to review and comment on

the local jurisdiction's plans to allocate these funds.

The purpose of programs covered by the Citizen Participation Plan is to improve the Texas City's community by providing decent housing, a suitable living environment, and growing economic opportunities – all principally for low-and moderate- income households.

This document outlines how members of the Texas City community may participate in the five planning areas listed above.

This CPP serves to meet the federal requirements described above concurrently, for the term of the FY 2020 – FY 2024 Consolidated Plan cycle.

HUD PROGRAMS

The City of Texas City receives one of four entitlement grants from the U.S. Department of Housing and Urban Development, to help address the City's affordable housing, community, and economic development needs. The four entitlement grants are:

1. Community Development Block Grant (CDBG)
2. HOME Investment Partnership Program (HOME)
3. Emergency Shelter/Solutions Grant (ESG)
4. Housing Opportunities for Persons with Aids (HOPWA)

The City of Texas City receives only the **Community Development Block Grant (CDBG)**: Title I of the Housing and Community Development Act of 1974 (PL 93-383) created the CDBG program. It was re-authorized in 1990 as part of the Cranston-Gonzalez National Affordable Housing Act.

Federal Objectives: The CDBG program was developed to give local jurisdictions the flexibility to develop their own funding priorities. However, the authorizing statute of the CDBG program requires that each activity funded must meet one of three national objectives. The three national CDBG objections and subcategories:

1. Benefit to low-and moderate-income (LMI) persons. The LMI objective is often referred to as the primary objective because the statute requires the 70 percent of the CDBG funds must be expended to meet the LMI objective, using one of the following subcategories:
 - a) Area Benefit Activities: Project benefits all residents in a particular area, where at least 51 percent are low-and moderate-income residents.
 - b) Limited Clientele Activities: Project beneficiaries include at least 51 percent low-and moderate –

income residents

2. To aid in the prevention or elimination of slums or blight.
3. To meet other urgent community development needs (urgent need as determined by HUD).

The primary objective of the CDBG program is to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic development opportunities for persons of low and moderate income. The City develops locally defined programs and funding priorities for CDBG. The City of Texas City's CDBG program emphasizes activities that directly benefit low- and moderate-income persons and the prevention or elimination of slums and blight.

ROLE, RESPONSIBILITIES, AND CONTACT INFORMATION

The City of Texas City's Community Development Department is designated by the Mayor and City Commissioners as lead agency for the administration of the CDBG grant program. As the lead agency for HUD, the Community Development Department is responsible for developing the Five-Year Consolidated Plan, annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER). The Community Development Department coordinates with the TCISD, TCHA, and other community agencies to develop these plans.

Contact:

Titilayo Smith, Director
City of Texas City
Community Development Department & Grants Administration
928 5th Ave. North
Texas City, TX 77590
tsmith@texascitytx.gov

409-643-5731

PLANNING ACTIVITIES SUBJECT TO CPP

ACTIVITY 1 – FIVE-YEAR CONSOLIDATED PLAN. The City of Texas City's Five-Year Consolidated Plan will be developed through a collaborative process whereby the community establishes a unified vision for Texas City's affordable housing, and community and economic development initiatives.

Citizen Participation is a major component of the planning and development process of the Five – Year Consolidated Plan, including amending the plan as well as reporting on program performance. Consultations, public hearings, community meetings, citizen surveys and opportunities to provide written comment are all

a part of the strategy to obtain citizen input. The City will make special to solicit the views of citizens who reside in the designated CDBG-priority neighborhoods of Texas City, and to encourage the participation of all citizens including minorities, the non-English speaking population, and persons with disabilities. Actions for public participation in the Five-Year Consolidated Plan follow:

- 1. Consultation with other Community Institutions.** In developing the Consolidated Plan, the City will consult with other public and private agencies, both for profit and non-profits that either provide or have direct impact on the broad range of housing, health, and social services needed by Texas City residents. **The City will specifically encourage, in consultation with the Texas City Housing Authority (TCHA), the participation of residents of public and assisted housing developments, in the process of developing and implementing the consolidated plan, along with other low-income residents of targeted revitalization areas in which the developments are located.** Consultations may take place through meetings, by telephone or others means with which to coordinate information and facilitate communication. The purpose of this communication is to gather information and data on the community and economic development needs of the community. The City will seek specific input to identify the needs of persons experiencing homelessness, persons living with HIV/AIDS and their families, persons with disabilities and other special populations.
- 2. Utilize Quantitative Data on Community Needs.** City staff shall review relevant data and conduct necessary evaluation and analysis to provide an accurate assessment of community needs and priorities on which to base strategic recommendations.
- 3. Public Hearings.** There will be a minimum of two public hearings at the beginning stages of the development of the Consolidated Plan to gather information on community needs from citizens and organizations working with the low- and moderate-income populations before making any recommendation to the Mayor and City Commissioners.

The hearings will address housing and community development needs, development of proposed activities, and review of program performance. At least one of the hearings will be held before the proposed consolidated plan is published for comment.

The hearings will be held at times and locations convenient to potential and actual beneficiaries, and with accommodation for persons with disabilities. The hearings will also will accommodate non-English speaking residents with a translator when a significant number of non-English speaking residents will be reasonably expected to participate.

Citizens will receive notice of the hearings at least two weeks in advance via local newspapers, the City website, the City's social media accounts, and flyers in public areas including, but not limited to, City Hall and the main library.

The Cares Act permits the City to hold virtual public hearings when necessary for public health reasons.

4. **Written Comments.** Based on public input and quantitative analysis, staff will prepare a draft Five-Year Consolidated Plan, which also includes proposed allocation of first-year funding. A period of 30 calendar days will be provided to receive written comments on the draft Five-Year Consolidated Plan. The draft will be made available at the public library, the public housing authority and neighborhood centers, at the office of community development, on the city’s web site and the county newspaper.
5. **Final Action on the Consolidated Plan.** All written and oral comments provided will be considered in preparing the final Five-Year Consolidated Plan. A summary of comments received and the City’s reasons for accepting or not accepting will be included in the final document. The Mayor, City Commission and Director of Community Development will consider the comments and the community developments recommendations.

Before the City adopts the consolidated plan, it will make available to the citizens, public agencies, and other interested parties information that includes the amount of assistance the City expects to receive and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate income.

When approved by the Mayor and City Commissioner’s the Five-Year Consolidated Plan will be submitted to HUD, no later than August 15th of the year due.

ACTIVITY 2 – ONE-YEAR ACTION PLAN. Each year the City must submit an annual Action Plan to HUD, reporting on how that year’s funding allocation for CDBG entitlement grant will be to 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 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 after reasonable notice **(at least 2 weeks)** to the public is given.
3. The community development staff will be given the opportunity 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

ACTIVITY 3 – SUBSTANTIAL AMENDMENTS TO CONSOLIDATED/ACTION PLAN. Recognizing that changes

during the year may be necessary to the Five-Year Consolidated Plan and annual Action Plan after approval, the Citizen Participation Plan allows for “substantial amendments” to plans. These “substantial amendments” apply only to changes in CDBG funding allocations and the Citizen Participation Plan defines a substantial amendment as:

1. When program income is received as a result of a CDBG funded activity or project; or
2. When there is a substantial change in the purpose, scope, location, or beneficiaries of a project or activity involving **\$50,000** or more of CDBG funds that are to be transferred to an existing CDBG activity or to a newly created activity.

The amendment will be made available at the public library, at the office of community development, on the city’s web site and the county newspaper.

Per HUD regulations at CFR 91.505, a thirty (30)-day public comment period is required prior to obligations of funds, including local newspaper publication requesting citizen input.

The City will receive written comments on the Cares Act COVID-19 amendment for a period of 5 calendar days.

After the public comment period expires, **the City shall consider any comments or views of citizens received in writing or orally at public hearings, if any, in preparing the substantial amendment. A summary of these comments or views, and a summary of any comments and views not accepted and the reasons shall be attached to the substantial amendment of the consolidated plan.** The budget amendment request must be approved and signed by the Mayor. It will then be submitted to HUD for their approval.

ACTIVITY 4 – CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER). The City is required to submit annually by December 30 a CAPER to HUD that describes the City’s progress in meeting the goals in the Five-year Consolidated Plan.

1. Community Development staff will prepare the draft CAPER.
2. The CAPER will be available for 15 days for written public comment.
3. **The City shall consider any comments or views of citizens received in writing or orally at public hearings, if any, in preparing the CAPER. A summary of these comments or view, and a summary of any comments and views not accepted and the reasons shall be attached to the CAPER.**
4. The final CAPER and public comments will then be submitted to HUD.
5. The CAPER and public comments will be available for citizens’ to review.
- 6.

ACTIVITY 5 – AMENDMENTS TO CITIZEN PARTICIPATION PLAN. In the event that changes to this Citizen

Participation Plan are necessary, the community development staff shall draft them.

1. Community Development staff prepares the draft changes.
2. The amended Citizen Participation Plan is available for 15 days for written public comment on the proposed changes.
3. The Community Development staff will be given the opportunity to make recommendations before the final amended Citizen Participation Plan and public comments are finalized.
4. Upon approval by the Mayor and City Commission, the Substantial Amendment will be posted in the official Commission meeting minutes and be available online and in the City Secretary's Office.

The City will review the Citizen Participation Plan at a minimum of every 5 years for potential enhancements or modification; this review will occur as a component of the Consolidated Planning process.

DISPLACEMENT POLICY

As part of this CPP, the City must maintain a displacement policy. The City will continue to use existing federal and State of Texas relocation guidelines, as applicable, to minimize displacement and to alleviate the problems caused by displacement. Both the federal government and the State of Texas have specific requirements dictating the amount of benefits and assistance that must be provided to low-income persons and households relocated from their homes as a result of displacement. Depending on the funding source, displaced persons may be offered one or more of the following:

- A rent subsidy for another unit
- A cash payment to be used for rent or a down payment on the purchase of a dwelling unit
- Moving and related expenses

AVAILABILITY TO THE PUBLIC

The City of Texas City will make available to the public the consolidated plan as adopted, substantial amendments, and CAPERs via the City's website, at the city's libraries, and at the Texas City Housing Authority. These documents will also be made accessible to persons with disabilities, upon request.

The City will also provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's consolidated plan and its use of assistance under the CDBG during the preceding five years.

TECHNICAL ASSISTANCE

The Community Development Department will provide for technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposal for funding assistance under any of the programs covered by the consolidated plan.

COMPLAINTS

The Community Development Department will provide a written response to every written citizen complaint, within 15 working days, where practicable.

**AMENDMENT
TEXAS GENERAL LAND OFFICE (GLO)
COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) PROGRAM
APRIL 2024**

CDBG-MIT PUBLIC OUTREACH EFFORTS

The City shall provide reasonable public notice, appraisal, examination, and comment on the activities proposed for the use of CDBG-MIT MOD funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low- and moderate-income persons who reside in areas in which CDBG-MIT MOD funds are proposed to be used;
2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-MIT MOD funds;
3. Furnish citizens information, including but not limited to:
 - a. the amount of CDBG-MIT MOD funds expected to be made available
 - b. the range of activities that may be undertaken with the CDBG-MIT MOD funds
 - c. the estimated amount of the CDBG-MIT MOD funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons
 - d. if applicable, the proposed CDBG-MIT MOD activities likely to result in displacement and the entity's anti-displacement and relocation plan
4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and
5. These outreach efforts may be accomplished through one or more of the following methods:
 - a. Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
 - b. Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
 - c. Posting of notice on the local entity website (if available);
 - d. Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
 - Certified mail
 - Electronic mail or fax
 - First-class (regular) mail
 - Personal delivery (e.g., at a Council of Governments [COG] meeting)

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office's Community Development Block Grant – MITIGATION PROGRAM (CDBG-MIT) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at Texas City City Hall Annex, 928 5th Ave N, 77590 or PO Drawer 2608, Texas City, Texas 77592-2608, (Street Address), (409) 643-5731 (Phone) during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-MIT project.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT project(s), whether it is a proposed, ongoing, or completed CDBG-MIT project(s), may during regular business hours submit such complaint or grievance, in writing to the Director of Community Development & Grants Administration at 928 5th Ave N, 77590 or PO Drawer 2608, Texas City, Texas 77592-2608 or may call (409) 643-5731.
2. A copy of the complaint or grievance shall be transmitted to the Mayor, the entity that is the subject of the complaint or grievance, and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Director of Community Development & Grants Administration shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-MIT for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

PUBLIC HEARING PROVISIONS (AS APPLICABLE)

For each public hearing scheduled and conducted by a CDBG-MIT applicant or recipient, the following public hearing provisions shall be observed:

1. Furnish citizens information, including but not limited to:
 - (a) The amount of CDBG-MIT funds available per application for MITIGATION PROGRAM
 - (b) The range of activities that may be undertaken with the CDBG-MIT MITIGATION PROGRAM funds;
 - (c) The estimated amount of the CDBG-MIT MITIGATION PROGRAM funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and
 - (d) The proposed CDBG-MIT activities are likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under 24 CFR 570.488.
2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.
5. City may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

Signature

Dedrick D. Johnson, Sr., Mayor
Name, Title

Date



Section 3 Policy For Federally Assisted Programs And Activities

In accordance with 12 U.S.C. 1701u, (Section 3), City of Texas City agrees to implement the following steps, which, to the greatest extent feasible, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by federal grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in federally funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by the applicable federal entity, or its grantee (if City is sub-grantee) to the Grant Recipient.
- G. Submit reports as required by the applicable federal entity regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Texas City, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Dedrick D. Johnson, Sr., Mayor

Name, Title

Date



Excessive Force Policies For Federally Assisted Programs and Activities

In accordance with 24 CFR 91.325(b)(6), the City of Texas City hereby adopts and will enforce the following policies with respect to the use of force:

1. It is the policy of the City of Texas City to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations.
2. It is also the policy of City of Texas City to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. This policy in no way overrides the Texas City Police Department Use of Force policy but clarifies the General Rules.
4. The City of Texas City will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Texas City, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Dedrick D. Johnson, Sr., Mayor
Name, Title

Date



Limited English Proficiency Plan - 24-065-018-E175

Texas General Land Office

Community Development Block Grant-Disaster Recovery

Grant Subrecipient:	City of Texas City
Community Population:	58,435
LEP Population:	3,496 7.27%
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries	Spanish

Program activities to be accessible to LEP persons:	
<input checked="" type="checkbox"/>	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
<input checked="" type="checkbox"/>	Publications regarding CDBG-MIT application, grievance procedures, <i>complaint procedures</i> , <i>complaint procedures</i> , <i>answers to complaints</i> , <i>notices</i> , <i>notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input checked="" type="checkbox"/>	Other program documents: Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:	
<input checked="" type="checkbox"/>	Translation services: available upon request
<input checked="" type="checkbox"/>	Interpreter services: available upon request with prior notice
	Other resources: _____

Language Assistance to be provided:	
<input checked="" type="checkbox"/>	Translation (oral and/or written) of advertised notices and vital documents for: <u>Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.</u>
<input checked="" type="checkbox"/>	Referrals to community liaisons proficient in the language of LEP persons <u>Spanish-speaking liaisons are available upon request.</u>
<input checked="" type="checkbox"/>	Public meetings conducted in multiple languages: <u>Available upon request with two days advance notice.</u>
<input checked="" type="checkbox"/>	Notices to recipients of the availability of LEP services: <u>Included in translated notices.</u>
	Other services: _____

Signature - Chief Elected Official or Civil Rights Officer

Date

See also: http://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf



Section 504 Policy against Discrimination based on Handicap and Grievance Procedures for Federally Assisted Programs and Activities

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Texas City hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. City of Texas City does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. City of Texas City's recruitment materials or publications shall include a statement of this policy in 1. above.
4. City of Texas City *shall* take continuing steps to notify participants, beneficiaries, applicants, and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-MIT program (or any other federally funded program), the City of Texas City *shall* ensure that they are provided with the information necessary to understand and participate in the program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Texas City to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the Mayor, PO Drawer 2608, Texas City, TX, 77592-2608 or call (409) 643-5731, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow the filing of a complaint. The investigation will be conducted by the Mayor and/or his/her delegate. Informal but thorough investigations will afford all involved persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor and/or his/her delegate, and a copy forwarded to the complainant within fifteen (15) working days after the filing of the complaint where practicable.
 - g. The Section 504 coordinator shall maintain the files and records of the City of Texas City relating to the complaint files.



- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to City of Texas City within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that City of Texas City complies with Section 504 and HUD regulations.

Signature

Dedrick D. Johnson, Sr., Mayor
Name, Title

Date



Code of Conduct Policy of City of Texas City for Federally Assisted Programs and Activities

As a Grant Recipient of a federally assisted contract, the City of Texas City shall avoid, neutralize, or mitigate actual or potential conflicts of interest to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of City of Texas City shall participate in the selection, award, or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer, or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of City of Texas City shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving federal funds, that has any function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the federally funded activity.

The conflict-of-interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a federally funded contract or award, or that is required to complete some or all work under the federally funded contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a federally funded contract or award, or that is required to complete some or all work under the contract in order to meet a National Program Objective, that might potentially receive benefits from said awards may not participate in the selection, award, or administration of a contract supported by federal funding.

Any alleged violations of these standards of conduct shall be referred to the City of Texas City Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Dedrick D. Johnson, Sr., Mayor

Signature

Name, Title

Date



Fair Housing Policy

In accordance with Fair Housing Act, the City of Texas City hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Texas City agrees to affirmatively further fair housing choice for all seven protected classes by:
 - a. Analyzing and eliminating housing discrimination in the jurisdiction,
 - b. Promoting fair housing choice for all persons.
 - c. Providing opportunities for inclusive patterns of housing occupancy regardless of race, color, religion, sex, familial status, disability, and national origin.
 - d. Promoting housing that is structurally accessible to, and usable by, all persons, particularly persons with disabilities.
 - e. Fostering compliance with the nondiscrimination provisions of the Fair Housing Act.
2. The City of Texas City agrees to plan at least one activity during any federally assisted contract term to affirmatively further fair housing.
3. The City of Texas City will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Texas City, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Dedrick D. Johnson, Sr., Mayor

Name, Title

Date

Signature

Titilayo Smith, Fair Housing Administrator

Name, Title

Date

Resolution Regarding Civil Rights Policies & Procedures in Relation to Federally Assisted Programs and Activities

Whereas, City of Texas City, in accordance with Section 109 of Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the federally assisted activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the City of Texas City, in consideration for the receipt and acceptance of federal assistance, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the City of Texas City, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in federally assisted project areas;

Whereas, the City of Texas City, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the City of Texas City, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with Limited English Proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each federally assisted project;

Whereas, the City of Texas City, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the City of Texas City, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing;

Whereas, the City of Texas City, has designated an official that will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE City Commission OF City of Texas City, TEXAS, THAT the City of Texas City ADOPTS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures Amendment;
2. Section 3 Policy for Federally Assisted Programs And Activities;
3. Excessive Force Policy;
4. Limited English Proficiency (LEP) Standards Plan;
5. Section 504 Policy and Grievance Procedures for Federally Assisted Programs And Activities;
6. Code of Conduct Policy for Federally Assisted Programs And Activities; and
7. Fair Housing Policy.



Section 3 Policy For Federally Assisted Programs And Activities

In accordance with 12 U.S.C. 1701u, (Section 3), City of Texas City agrees to implement the following steps, which, to the greatest extent feasible, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by federal grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in federally funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by the applicable federal entity, or its grantee (if City is sub-grantee) to the Grant Recipient.
- G. Submit reports as required by the applicable federal entity regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Texas City, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Dedrick D. Johnson, Sr., Mayor

Name, Title

Date



Excessive Force Policies For Federally Assisted Programs and Activities

In accordance with 24 CFR 91.325(b)(6), the City of Texas City hereby adopts and will enforce the following policies with respect to the use of force:

1. It is the policy of the City of Texas City to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations.
2. It is also the policy of City of Texas City to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. This policy in no way overrides the Texas City Police Department Use of Force policy but clarifies the General Rules.
4. The City of Texas City will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Texas City, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Dedrick D. Johnson, Sr., Mayor
Name, Title

Date



Limited English Proficiency Plan - 24-065-018-E175

Texas General Land Office

Community Development Block Grant-Disaster Recovery

Grant Subrecipient:	City of Texas City
Community Population:	58,435
LEP Population:	3,496 7.27%
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries	Spanish

Program activities to be accessible to LEP persons:	
<input checked="" type="checkbox"/>	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
<input checked="" type="checkbox"/>	Publications regarding CDBG-MIT application, grievance procedures, <i>complaint procedures</i> , <i>complaint procedures</i> , <i>answers to complaints</i> , <i>notices</i> , <i>notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input checked="" type="checkbox"/>	Other program documents: Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:	
<input checked="" type="checkbox"/>	Translation services: available upon request
<input checked="" type="checkbox"/>	Interpreter services: available upon request with prior notice
	Other resources: _____

Language Assistance to be provided:	
<input checked="" type="checkbox"/>	Translation (oral and/or written) of advertised notices and vital documents for: <u>Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.</u>
<input checked="" type="checkbox"/>	Referrals to community liaisons proficient in the language of LEP persons <u>Spanish-speaking liaisons are available upon request.</u>
<input checked="" type="checkbox"/>	Public meetings conducted in multiple languages: <u>Available upon request with two days advance notice.</u>
<input checked="" type="checkbox"/>	Notices to recipients of the availability of LEP services: <u>Included in translated notices.</u>
	Other services: _____

Signature - Chief Elected Official or Civil Rights Officer

Date

See also: http://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf



Section 504 Policy against Discrimination based on Handicap and Grievance Procedures for Federally Assisted Programs and Activities

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Texas City hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. City of Texas City does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. City of Texas City's recruitment materials or publications shall include a statement of this policy in 1. above.
4. City of Texas City *shall* take continuing steps to notify participants, beneficiaries, applicants, and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-MIT program (or any other federally funded program), the City of Texas City *shall* ensure that they are provided with the information necessary to understand and participate in the program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Texas City to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the Mayor, PO Drawer 2608, Texas City, TX, 77592-2608 or call (409) 643-5731, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow the filing of a complaint. The investigation will be conducted by the Mayor and/or his/her delegate. Informal but thorough investigations will afford all involved persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor and/or his/her delegate, and a copy forwarded to the complainant within fifteen (15) working days after the filing of the complaint where practicable.
 - g. The Section 504 coordinator shall maintain the files and records of the City of Texas City relating to the complaint files.



- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to City of Texas City within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that City of Texas City complies with Section 504 and HUD regulations.

Signature

Dedrick D. Johnson, Sr., Mayor
Name, Title

Date



Code of Conduct Policy of City of Texas City for Federally Assisted Programs and Activities

As a Grant Recipient of a federally assisted contract, the City of Texas City shall avoid, neutralize, or mitigate actual or potential conflicts of interest to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of City of Texas City shall participate in the selection, award, or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer, or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of City of Texas City shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving federal funds, that has any function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the federally funded activity.

The conflict-of-interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a federally funded contract or award, or that is required to complete some or all work under the federally funded contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a federally funded contract or award, or that is required to complete some or all work under the contract in order to meet a National Program Objective, that might potentially receive benefits from said awards may not participate in the selection, award, or administration of a contract supported by federal funding.

Any alleged violations of these standards of conduct shall be referred to the City of Texas City Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Dedrick D. Johnson, Sr., Mayor

Signature

Name, Title

Date



Fair Housing Policy

In accordance with Fair Housing Act, the City of Texas City hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Texas City agrees to affirmatively further fair housing choice for all seven protected classes by:
 - a. Analyzing and eliminating housing discrimination in the jurisdiction,
 - b. Promoting fair housing choice for all persons.
 - c. Providing opportunities for inclusive patterns of housing occupancy regardless of race, color, religion, sex, familial status, disability, and national origin.
 - d. Promoting housing that is structurally accessible to, and usable by, all persons, particularly persons with disabilities.
 - e. Fostering compliance with the nondiscrimination provisions of the Fair Housing Act.
2. The City of Texas City agrees to plan at least one activity during any federally assisted contract term to affirmatively further fair housing.
3. The City of Texas City will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Texas City, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Dedrick D. Johnson, Sr., Mayor

Name, Title

Date

Signature

Titilayo Smith, Fair Housing Administrator

Name, Title

Date

CITY COMMISSION REGULAR MTG

(9) (j)

Meeting Date: 04/03/2024

Adopt Waiver Valuation Policy for General Land Office (GLO) grants that require Involuntary Acquisitions

Submitted For: Dedrick Johnson, Mayor's Office

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Consider and adopt a waiver valuation policy for the General Land Office (GLO) grants that requires involuntary property acquisitions.

BACKGROUND (Brief Summary)

When the City determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data, the City can prepare a Waiver Valuation. The City will utilize current tax year valuations as determined by the Galveston Central Appraisal District to prepare Waiver Valuations. The City will utilize said Waiver Valuations to make initial offers to property owners for involuntary acquisitions on grant projects where the estimated value of the acquisition is \$10,000 or less. If the property owner rejects or counter-offers the initial offer, the City can enter negotiations to obtain the necessary property acquisition. The City will follow all HUD guidelines for involuntary acquisitions when using waiver valuations

RECOMMENDATION

It is the recommendation of the Mayor and the Director of Community Development & Grants Administration that said policy be adopted by the Commission.

Fiscal Impact

Attachments

Policy Sample
Resolution

CITY OF TEXAS CITY
WAIVER VALUATION POLICY FOR GRANT RELATED INVOLUNTARY ACQUISITIONS

For General Land Office (GLO) grants that require involuntary acquisitions of property, the City of Texas City will follow the GLO CDBG Implementation Manual Chapter 8 Acquisition & Relocation steps, as well as the HUD guidance for acquisition regarding waiver valuations.

The GLO CDBG Implementation Manual, Chapter 8 Acquisition & Relocation, 8.7 Involuntary Acquisition Process, Step 4, Determine Appraised Value of the Property, provides as follows:

An appraisal of fair market value is required for property acquired under involuntary procedures unless the following (see 49 CFR 24.102(c)(2)):

- If the property valuation is simple and the anticipated value of the proposed acquisition is \$10,000 or less, no formal appraisal is required. The Subrecipient must prepare a waiver valuation and have a reasonable basis for the waiver valuation.
- If the owner is donating the property and releases the acquiring/condemning authority from its obligation to appraise the property, no formal appraisal is required, 49 CFR § 24.102(c)(2);
- If the value of the property exceeds \$10,000, but is less than \$25,000, GLO CDR will consider written requests for waiver of appraisal.

The process of estimating value when an appraisal is determined to be unnecessary is considered a “waiver valuation.”

The Code of Federal Regulations (CFR) provides guidelines for basic acquisition policies in §24.102, which reads in part as follows:

(c) Appraisal, waiver thereof, and invitation to owner.

(1) Before the initiation of negotiations, the real property to be acquired shall be appraised, except as provided in §24.102 (c)(2), and the owner, or the owner's designated representative, shall be given an opportunity to accompany the appraiser during the appraiser's inspection of the property.

(2) An appraisal is not required if:

(i) The owner is donating the property and releases the Agency from its obligation to appraise the property; or

(ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data.

(A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation.

(B) The person performing the waiver valuation must have sufficient understanding of the local real estate market to be qualified to make the waiver valuation.

In accordance with the 49 CFR 24.102, the City of Texas City hereby adopts the following policy with respect to Waiver Valuations:

When the City determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data, the City can prepare a Waiver Valuation. The City will utilize current tax year valuations as determined by the Galveston Central Appraisal District to prepare Waiver Valuations. The City will utilize said Waiver Valuations to make initial offers to property owners for involuntary acquisitions on grant projects where the estimated value of the acquisition is \$10,000 or less. If the property owner rejects or counter-offers the initial offer, the City can enter negotiations to obtain the necessary property acquisition. The City will follow all HUD guidelines for involuntary acquisitions when using waiver valuations

PASSED, APPROVED, and ADOPTED this _____ day of April, 2024.

Mayor

ATTEST:

City Secretary

(SEAL)

RESOLUTION NO. 2024-048

A RESOLUTION ADOPTING A WAIVER VALUATION POLICY FOR GENERAL LAND OFFICE (GLO) GRANTS THAT REQUIRE INVOLUNTARY PROPERTY ACQUISITIONS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, when the City determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000.00 or less, based on a review of available data, the City can prepare a Waiver Valuation; and

WHEREAS, the City will utilize current tax year valuations as determined by the Galveston Central Appraisal District to prepare Waiver Valuations; and

WHEREAS, the City will utilize said Waiver Valuations to make initial offers to property owners for involuntary acquisitions on grant projects where the estimated value of the acquisition is \$10,000.00 or less; and

WHEREAS, if the property owner rejects or counter-offers the initial offer, the City can enter negotiations to obtain the necessary property acquisition. The City will follow all HUD guidelines for involuntary acquisitions when using waiver valuations.

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, approves adopting a waiver valuation policy for General Land Office grants that require involuntary property acquisitions, attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 3rd day of April 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

(10) (a)

Meeting Date: 04/03/2024

Abandonment - the entire 15' wide alley adjacent to Lot 11 and Lots 12 thru 16 of Block 135 of Texas City Second Division

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 request from TCEDC for an ordinance to abandon the entire 15' wide alley adjacent to Lot 11 and Lots 12 thru 16 of Block 135 of Texas City Second Division in Galveston County. Located off of 6th Avenue North between 4th Street North and 5th Street North.

BACKGROUND (Brief Summary)

The applicant is the Texas City Economic Development Corporation (TCEDC) which owns all of the property adjacent to the alley being proposed for abandonment. The entire 15' wide alley is adjacent to Lot 11 and Lots 12 thru 16 of Block 135 of Texas City Second Division in Galveston County and located off of 6th Avenue North between 4th Street North and 5th Street North.

The property is vacant and consists of all of nine (9) undersized lots and parts of two additional undersized and unbuildable lots. The lots owned by TCEDC are adjacent and contiguous to each other and to the alley. The existing lots are considered undersized because they do not meet the current zoning requirements for minimum width, length, or area. TCEDC seeks the abandonment of this section of the alley so the existing vacant lots and alley can be consolidated and re-subdivided by replat into four compliant residential lots for the construction of new single-family residences in accordance with the Texas City Zoning Ordinance. The site is zoned District A – Single Family Residential, which has minimum lot size requirements of 50ft wide, 100ft deep, and 6,000 sq ft in area. The four re-platted lots will meet or exceed these minimum requirements.

The applicant provided letters of no objection from TNMP, CenterPoint, AT&T and Comcast. Texas City Public Works and the Utilities Department reviewed the application for abandonment of the alley and provided letters of no objection. Allowing the abandonment of specific streets and alleys creates the ability to consolidate tracts of land for more favorable development opportunities.

RECOMMENDATION

The Planning Board held a public hearing at its meeting on March 18, 2024, and then voted unanimously (4-0) to recommend approval of the abandonment as requested by TCEDC.

Staff have reviewed the site and the letters of no objection received from the utilities and offer no objection to approval of the abandonment.

Fiscal Impact
Attachments

Staff Report & Exhibits
Ordinance
Exhibit A


CITY OF TEXAS CITY, TEXAS

ENGINEERING & PLANNING DEPARTMENT • OFFICE (409) 643-5936



Mayor:
Dedrick Johnson

Commissioners:
Thelma Bowie
Abel Garza Jr.
DeAndre' Knoxson
Felix Herrera
Dorthea Jones Pointer
Jami Clark

TO: Planning Board – Regular Meeting on March 18, 2024
FROM: Kim Golden, P.E. 
CC: Doug Kneupper, P.E.
DATE: March 8, 2023
RE: Abandonment of alley off 6th Ave N between 4th and 5th Avenues N

Background: Large Portions of Texas City have been subdivided into a grid or network of public streets and alleys. That is the case here in the TEXAS CITY SECOND DIVISION. Most of the streets are paved with either concrete or asphalt. Most of the alleys are utilized for numerous utility services including water, sewer, electric, gas, telephone, cable and fiber. Many of the alleys were utilized for solid water pick-up, but trash receptacles are now picked up from the streets. There are some public streets and alleys that have never been utilized; or no longer need to be utilized for any public service. When abandoned, these streets and alleys that are no longer needed become a usable part of the adjacent property. Allowing the abandonment of specific streets and alleys creates the ability to consolidate tracts of land for more favorable development opportunities.

Procedure: Requests for abandonment are made by application, which can be initiated only by the property owners abutting such right of way. Texas City Ordinance 159.029 requires the Planning Board to hold a public hearing upon notice to abutting property owners and to “consider the impact upon properties that do not physically abut the right-of-way sought to be abandoned, with special consideration being given to the ease and availability of access to such properties in the event the requested abandonment is approved.” The Planning Board will then make a recommendation to the City Commission. If approved by the City Commission, the abandonment of right-of-way shall be by ordinance, which shall be filed following adoption with the County Clerk.

Review and Recommendation: Applicant is the Texas City Economic Development Corporation (TCEDC), which owns all of the property abutting the 15ft alley sought to be abandoned. The abutting property consists of nine (9) undersized lots and parts of two (2) other undersized lots, all of which are adjacent and contiguous. The existing lots are undersized because they do not meet the current zoning requirements for minimum width, length, or area. TCEDC seeks the abandonment of this section of the alley so the existing vacant lots and alley can be consolidated and re-subdivided by replat into four compliant residential lots for the construction of new single-family residences in accordance with the Texas City Zoning Ordinance. The site is zoned District A – Single Family Residential, which has a minimum lots size requirements of 50ft wide, 100ft deep, and 6,000 sq ft in area. The four re-platted lots will meet or exceed these minimum requirements.

"QPS – Quality Public Service"

The applicant provided letters of no objection from TNMP, CenterPoint, AT&T and Comcast. Texas City Public Works and the Utilities Department reviewed the application for abandonment of the alley and provided letters of no objection.

Staff have reviewed the site and the letters from the utilities and offers no objection to approval of the abandonment.



CITY OF TEXAS CITY

Engineering & Planning
7800 E. F. Lowry Expy
Texas City, Texas 77591
409.643.5936

DEVELOPMENT APPLICATION

APPLICATION TYPE PLEASE CHECK APPROPRIATE BOX BELOW

- Zoning Change, Detailed Site Plan, Preliminary Plat, Final Plat, Replat, Minor Plat, Amending Plat, Vacating Plat, Subdivision Master Plan, ROW Abandonment, Sixth Street Revitalization, Mobile Food Unit

See appropriate checklist and fee schedule for minimum submittal requirements for each application

PROPERTY INFORMATION

Project Name: Replat of Block 135 Texas City Second Division Lots 6 thru 16 and 15 ft Alley Way
Project Address or Location: 601 ML King Jr Street Texas City, Tx 77590
Legal Description: N 61.4 ft of Lots 6&7 W13.2 Ft of Lot 7 & all of lots 8 thru 16 blk 135 Texas City 2nd Division
Proposed No. of Lots: 4 Gross Acreage: 0.733
Existing Zoning: A-1 Proposed Zoning: A-1
Existing Use: Vacant Proposed Use: Residential

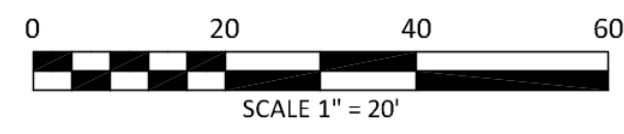
APPLICANT & OWNER INFORMATION

Name of Applicant: Scott Ellis (print or type)
Signature: Company: Ellis Surveying Services
Address: 2805 25th Ave N
City: Texas City State: TX Zip: 77590
E-mail: Scott@ellissurvey.com Ph: 409-938-8700 Fax:

Name of Property Owner: Texas City Economic Development Corp (print or type)
Signature: Company: Texas City Economic Development Corp
Address: 1801 Palmer Hwy
City: Texas City State: TX Zip: 77590
E-mail: Kedwards@texascity.gov Ph: 409-643-5919 Fax:

(The property owner may submit a notarized letter of authorization in lieu of a signed application)

For Department Use Only
Date Received: 12/19/23 Fee Paid: \$ 300.00
Accepted by: [Signature]



METES AND BOUNDS DESCRIPTION

Being a 0.733 acre (31,945 Sq. Ft.) tract of land and being out of Lots 6 and 7 and all of Lots 8, 9, 10, 11, 12, 13, 14, 15 and 16, and 15 foot Alleyway of BLOCK 135 OF TEXAS CITY SECOND DIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 10, Page 33, of the Map Records of Galveston County, Texas, said 0.733 acre tract being more fully described by metes and bounds as follows;

BEGINNING at a 5/8" iron rod found for the northeast corner of said Block 135 being in the west right of way of 4th Street North (100' Right-of-Way) also being in the south line of a 20 foot Alley Way;

THENCE S 87°36'02" W along and with the south right of way line of said 20 foot Alley Way, and the north line of said Block 135 a distance of 275.00 feet to a 3/8" iron rod found for the northeast corner of Lot 5 of said Block 135 OF TEXAS CITY SECOND DIVISION, and being the northwest corner of the herein described tract;

THENCE S 02°23'58" E along and with the east line of said Lot 5, a distance of 61.40 feet to a set 5/8" iron rod with orange cap stamped "SCOTT D ELLIS 6261";

THENCE N 87°36'02" E a distance of 38.20 feet to a set 5/8" iron rod with orange cap stamped "SCOTT D ELLIS 6261";

THENCE S 02°23'58" E a distance of 63.60 feet to a set 5/8" iron rod with orange cap stamped "SCOTT D ELLIS 6261" in the north right of way of 6th Avenue North (80' Right-of-Way);

THENCE N 87°36'02" E along and with said north right of way of 6th Avenue North (80' Right-of-Way) a distance of 236.80 feet to a set 5/8" iron rod with orange cap stamped "SCOTT D ELLIS 6261" in the said east right of way of 4th Street North (100' Right-of-Way) for the southeast corner of the herein described tract;

THENCE N 02°23'58" W along and with the said east right of way line of said 4th Street North (100' Right-of-Way), a distance of 125.00' to the POINT OF BEGINNING of the tract herein described.

Basis of Bearing: Grid North, Texas State Coordinate System NAD83, Texas South Central Zone.

STATE OF TEXAS }
COUNTY OF GALVESTON }

That Texas City Economic Development Corporation a Texas non-profit corporation action herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as Replat of BLOCK 135 TEXAS CITY SECOND DIVISION LOTS 6 THRU 16 AND 15 FT ALLEY WAY, an addition to the City of Texas City, Texas and does hereby dedicate, in fee simple, to the public use forever, the streets, alley, and public use areas, shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the public use forever, said dedications being free and clear of all liens and encumbrances except as shown herein. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the public's and City of Texas City's use thereof. The City of Texas City and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easements. The City of Texas City and any public utility shall at all times have the right of ingress and egress to and from and upon any said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all of part of its respective system without the necessity at any time of procuring the permission of anyone.

Texas City Economic Development Corporation a Texas non-profit corporation does hereby bind itself, its successors and assigns to forever warrant and defend all and singular the above described streets, alleys, easements and rights unto the public against every person whomsoever lawfully claiming or to claim the same or any part thereof. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Texas City.

WITNESS MY HAND THIS _____ DAY OF _____, 20____.

Mark Ciavaglia Chairman
Texas City Economic Development Corporation

Lien Holder

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2023.

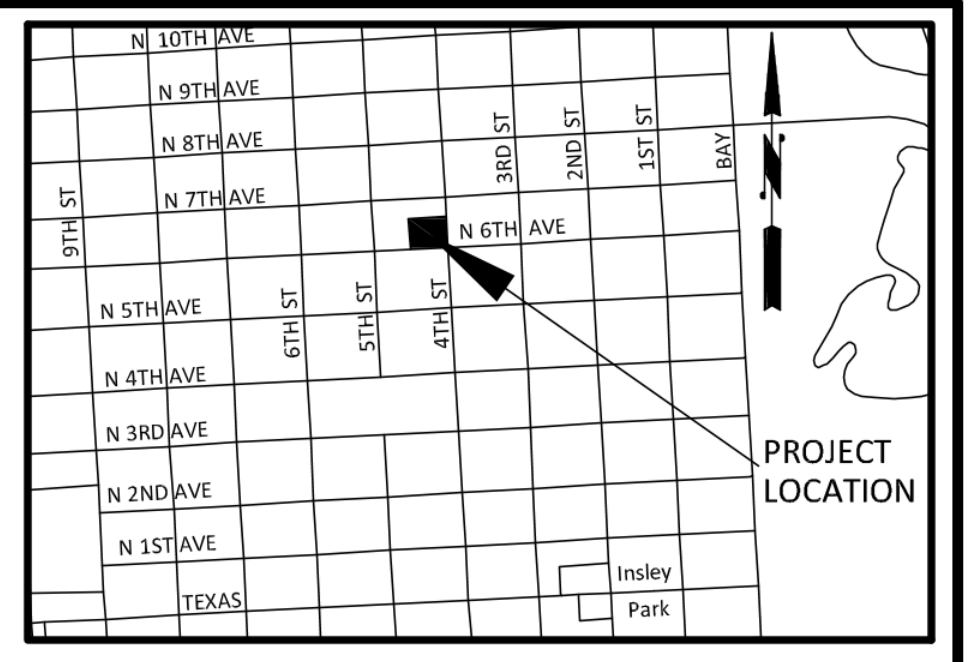
Notary Public for
the State of Texas
My Commission Expires July 27, 2023.

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2023.

Notary Public for
the State of Texas
My Commission Expires July 27, 2023.



VICINITY MAP (NTS)

GENERAL NOTES :

- 1) By graphical plotting only this subdivision lies within Flood Zone Horizontally Hatched Shaded "X", as shown on Flood Insurance Rate Map (FIRM) No. 48167C0269G dated 8-15-2019.
- 2) Purpose of this Replat it to combine 11 lots and 15 foot Alley way into 1 lot.
- 3) By acceptance of this plat the City of Texas City agrees to abandon the North to South 15 foot Alley Way in Block 135 between Lots 11 and 12 thru 16.
- 4) Selling a portion of any lot within this addition by metes and bounds is a violation of state law and city ordinance and is subject to fines and withholding of utilities and building permits.
- 5) The Surveyor did not abstract the property. Easements and other matters of record mentioned or shown hereon are strictly based from the City Planning Letter Issued by American Title Company (Effective Date: June 15, 2023) GF No. 2791023-04187
- 6) Owner of Record, TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation G.C.C.F. No. 2021030128.
- 7) All of the property subdivided in the foregoing plat is within the incorporated boundary of the City of Texas City, Texas

It is understood that if the final plans for (Subdivision Name) are approved by the City Engineer and Planning Board of the City of Texas City, the undersigned will in all things comply with all provisions of such plat and construction plans and will duly perform all construction called for therein, fully and completely. No changes shall be made in construction plans without the consent in writing of the City Engineer being first had and obtained.

Owner _____

Witness: _____

On the _____ of _____, 20____.

- ABBREVIATIONS**
- GCCF - GALVESTON COUNTY CLERK'S FILE
 - GCMR - GALVESTON COUNTY MAP RECORD
 - GCDR - GALVESTON COUNTY DEED RECORD
 - CFR - CLERK'S FILE NUMBER
 - CIR - CAPPED IRON ROD
 - IP - IRON PIPE
 - IR - IRON ROD
 - ROW - RIGHT OF WAY
 - POB - POINT OF BEGINNING

Surveyor
Ellis Surveying Services, LLC.
2805 25th Ave N Texas City, TX 77590
Tel: (409) 938-8700 Fax (866) 678-7685
Texas Firm Reg. No. 100340-00

Owner / Developer:
Texas City Economic Development Corp.
1801 Palmer Hwy.
Texas City, Tx. 77590

On the _____ day of _____, 20____, this plat was duly approved by the Planning Board of the City of Texas City.

Signed: _____
Secretary of the City of Texas City Planning Board

Signed: _____
Chairman of the City of Texas City Planning Board

I, Dwight Sullivan, County Clerk, Galveston County, Texas, do hereby certify that the written instrument was filed for record in my office on _____, 20____, AT _____ O'Clock _____ M., and duly recorded on _____, 20____, AT _____ O'Clock _____ M., under Galveston County Clerk's File No. _____, Galveston County Map Records.

WITNESS my hand and seal of office, at Galveston, Texas, the day and date last above written.

Dwight Sullivan, County Clerk
Galveston County, Texas.

By _____
Deputy

This is to certify that all improvements to Replat of BLOCK 135 TEXAS CITY SECOND DIVISION LOTS 6 THRU 16 AND 15 FT ALLEY WAY Subdivision have been completed and accepted by the City of Texas City, Texas, and this subdivision plat is ready for the City Secretary to file said plat in the County Clerk's office.

Mayor, City of Texas City Texas

KNOW ALL MEN BY THESE PRESENTS: I, the undersigned _____, a Professional Engineer Registered in the State of Texas, hereby certify that proper engineering consideration has been given to these plans and all engineering aspects are in compliance with City and State engineering regulations and laws

Registered Professional Engineer
P.E. Registration No. _____

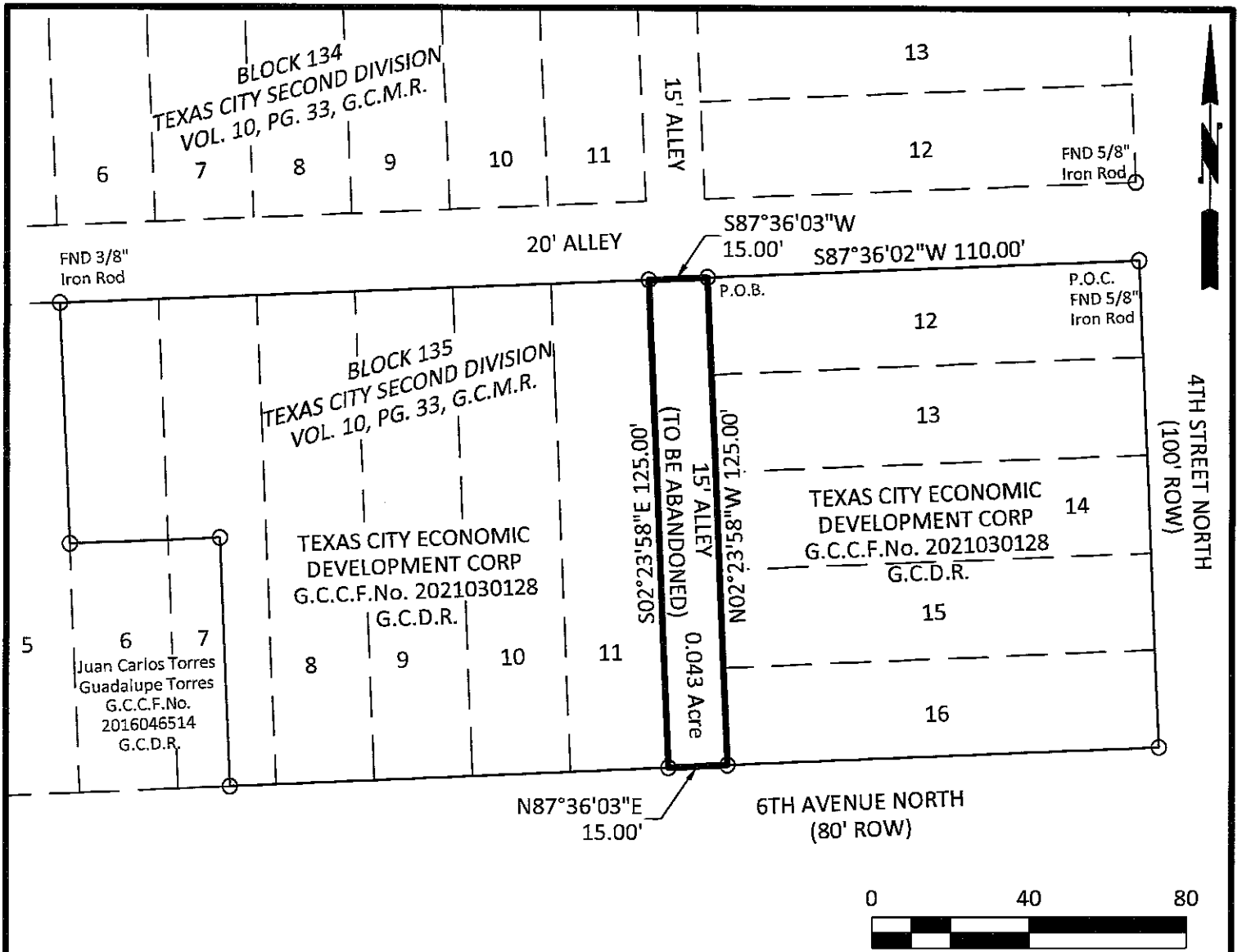
KNOW ALL MEN BY THESE PRESENTS: I, the undersigned Scott D. Ellis, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correctly made under my supervision and in compliance with the City and State regulations and laws and made on the ground and that the corner monuments were property placed under my supervision.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

Scott D. Ellis, RPLS
Tex. Reg. No. 6261



**REPLAT OF
BLOCK 135 TEXAS CITY SECOND DIVISION
LOTS 6 THRU 16 AND 15 FT ALLEY WAY**
CONTAINING
0.733 ACRES (31,945 SQ. FT.)
AND BEING
4 LOTS, 1 BLOCK, 0 RESERVES
LOCATED IN THE
CITY OF TEXAS CITY
GALVESTON COUNTY TEXAS
JUNE 28, 2023



METES AND BOUNDS DESCRIPTION

Being a 0.043 acre (1,875 Sq. Ft.) tract of land and being out of and a part of the North to South 15 foot Alley between Lot 11 and Lots 12 thru 16 of BLOCK 135 OF TEXAS CITY SECOND DIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 10, Page 33, of the Map Records of Galveston County, Texas, said 15 foot Alley being more fully described by metes and bounds as follows;

COMMENCING at a 5/8" iron rod found for the northeast corner of said Lot 12 of Block 135 being in the west right of way of 4th Street North (100' Right-of-Way) also being in the south line of a 20 foot Alley;

THENCE S 87°36'02" W along and with the south right of way line of said 20 foot Alley, and the north line of said Lot 12 of Block 135 a distance of 110.00 feet to a point for corner for the northeast corner of said 15 foot Alley of Block 135 OF TEXAS CITY SECOND DIVISION, and being the POINT OF BEGINNING and the northeast corner of the herein described tract;

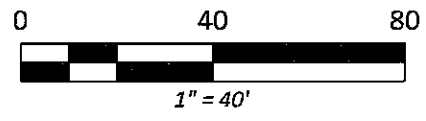
THENCE S 87°36'03 " W along and with the south right of way line of said 20 foot Alley, and the north line of said Block 135 a distance of 15 feet to a point for corner for the northwest corner of said 15 foot Alley, and the northeast corner of said Lot 11;

THENCE S 02°23'58 " E along and with the west line of 15 foot Alley and the east line of said Lot 11 a distance of 125.00 feet to a point for corner for the southwest corner of said 15 foot Alley being in the north right of way of 6th Avenue North (80' Right-of-Way);

THENCE N 87°36'03 " E along and with said north right of way of 6th Avenue North (80' Right-of-Way) a distance of 15 feet to a point for corner for the southeast corner of said 15 foot Alley and southwest corner of said Lot 16;

THENCE N 02°23'58" W along and with the east line of said 15 foot Alley and the west lines of said Lots 16 thru 12 a distance of 125.00' to the POINT OF BEGINNING of the tract herein described.

Basis of Bearing: Grid North, Texas State Coordinate System NAD83, Texas South Central Zone.



ABBREVIATIONS

- GCMR.-GALVESTON COUNTY MAP RECORDS
- GCDR.-GALVESTON COUNTY DEED RECORDS
- CCF NO.-CLERK'S FILE NUMBER
- P.O.C.- POINT OF COMMENCING
- P.O.B.- POINT OF BEGINNING

EXHIBIT "A"

PAGE 1 OF 1

ABANDONMENT OF
 15 FOOT ALLEY
 BLOCK 135
 TEXAS CITY SECOND DIVISION
 VOLUME 10 PAGE 33
 MAP RECORDS GALVESTON COUNTY
 CONTAINING
 0.043 ACRES (1,875 SQ. FT.)
 LOCATED IN THE
 CITY OF TEXAS CITY
 GALVESTON COUNTY TEXAS
 JULY 07, 2023



Ellis Surveying Services, LLC.
 2805 25th Avenue North
 Texas City, TX 77590
 Tel: (409) 938-8700 Fax (866) 678-7685
 Texas Firm Reg. No. 100340-00

Scott D. Ellis



Texas City
EST. 1911


City of Texas City
Engineering & Planning

Letter of 15 foot Alley Abandonment

July 7, 2023

To Whom It May Concern:

We, Texas City Economic Development Corporation intent to submit a Petition to the City of Texas City seeking to vacate the public interest in the 15 foot North to South Alley in Block 135 of Texas City Second Division, recorded in Volume 10 Page 33 of the Map Records of Galveston County, Texas. In order to accomplish the following purpose: To Replat parts of Lots 6 and 7 and all of Lots 8 thru 16 and said 15 foot Alley in Block 135 Texas City Second Division, to create a 4 Lot Subdivision.

Signature:  Date: 7/7/23

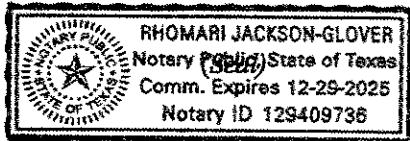
Printed Name: Kristin Edwards Economic Development Director

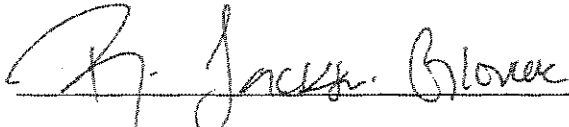
ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Galveston §

BEFORE ME, the undersigned authority, on this day personally appeared Kristin Edwards, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 7th day of JUN 2023.




Notary Public In and For the State of TEXAS
My Commission Expires: 12-29-2025



702 Highway 146 North
Texas City, TX 77590
(409)949-5683

August 30, 2023

Ms. Kristin Edwards
Economic Development Director
City of Texas City
1801 9th Avenue North
Texas City, TX 77590

RE: Proposed 15 foot Alley Abandonment and Replat
15 foot Alley in Block 135 of Texas City Second Division recorded in Volume 10 Page 33
of the Map Records of Galveston County, Texas

Dear Mr. Ellis:

TNMP has reviewed the requests for abandonment of the North to South 15 foot Alley in Block 135 of Texas City Second Division recorded in Volume 10 Page 33 of the Map Records of Galveston County, Texas. TNMP maintains no existing distribution facilities within the referenced North to South 15 foot Alley in Block 135 of Texas City Second Division. TNMP has no objection to the proposed 15 foot alley abandonment.

Please contact me should you have any questions or require additional information at 409.949.5683 or via email at hector.galarza@tnmp.com

CC: Scott Ellis, Ellis Surveying Services, LLC.

Best Regards,

A handwritten signature in black ink that reads "Hector R. Galarza". The signature is written in a cursive style with a large initial "H" and "G".

Hector Galarza, P.E.
Team Manager Gulf Coast
Distribution Engineering
TNMP



September 19, 2023

Attn: Scott Ellis
Ellis Surveying Services
2805 25th Avenue N
Texas City, Texas 77590

Re: Street & Alley Closure – A 15' alleyway in the Texas City Second Division Vol. 10
Pg 3.
R/W File # 188492

To Whom it May Concern:

The City of Texas City has been asked to close and abandon a 15' alleyway as depicted on the Exhibit "A" attached to and made a part hereof.

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that it has no facilities located within the area to be abandoned. Therefore, CenterPoint Energy will interpose no objection to the request as filed.

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street/alley closure has not been completed.

Yours truly,

CenterPoint Energy

A handwritten signature in blue ink, appearing to read "Addison Mitchell".

Addison Mitchell
Associate Right of Way Agent
Surveying & Right of Way
713-207-6388

Enclosures



December 19, 2023

Scott Ellis
Ellis Surveying Services, LLC.
2805 25th Ave N
Texas City, Tx 77590

Dear Mr. Ellis,

RE: Block 135 of Texas City Second Division

This is to inform you that AT&T has reviewed our cable plant records, made a field survey of the proposed preliminary plat and **offers no objection to the plat as presented.** This letter addresses only this plat and AT&T facilities only. This letter is not an agreement to adjust or remove any AT&T facilities.

Please be advised that any future development on the property requiring service from AT&T will require a finalized plat showing any and all new utility easements. This finalized plat will be required prior to any new construction in order to meet service requirements.

Should you have any questions please call me at 409-539-1539.

Sincerely,

Mike Talplacido

Mike Talplacido
Manager-Engineering Design



July 13, 2023

Scott Ellis, R.P.L.S.
Ellis Surveying Services, LLC.
2805 25th Ave N
Texas City, TX 77590

To whom it may concern,

Comcast of Houston LLC grants permission to abandon upon the existing utility easements, which exists along 601 4th Street Texas City, Tx 77590. As long as it does not interfere with or deny access to our existing facilities (Poles, cable, conduits, pedestal, electronics). Three feet of clearance must be maintained around all pedestals.

If you need our facilities to be moved, it can be done at your expense. If any damage is incurred to our facilities due to your encroachment, repairs will be done at your expense. Be sure to contact Blue Stakes to locate all utility services at least 48 hours before digging.

Sincerely,

Annette Harm

Annette Harm
Authorized Representative



Scott Ellis <scott@ellissurvey.com>

Texas City Abandonments

Tim McKay <tmckay@texascitytx.gov>
To: "scott@ellissurvey.com" <scott@ellissurvey.com>

Fri, Oct 20, 2023 at 3:55 PM

Jack asked me to look into your abandonment requests at 601 4th St. N. and 1031 6th St. N. Both areas can be abandoned. **We do not currently have utility lines in either alley.**

He also asked that I pass along the attached aerial. We would like to put a fence along the pink highlighted line out near the water reservoir. We would like to have it marked.

Tim McKay


Public Works

O: 409.643.5812

C: 409.682.6791

TMcKay@TexasCityTX.gov



 ENG-MFP2_20231020_152141.pdf
682K

CITY OF TEXAS CITY, TEXAS

UTILITIES DEPARTMENT • OFFICE (409) 643-5860 • FAX (409) 941-0163

Mayor:
Dedrick Johnson, Sr.



Commissioners:
Thelma Bowie
Abel Garza
DeAndre Knoxson
Felix Herrera
Dorthea Jones Pointer
Jami Clark

July 17, 2023

Mr. Scott Ellis,

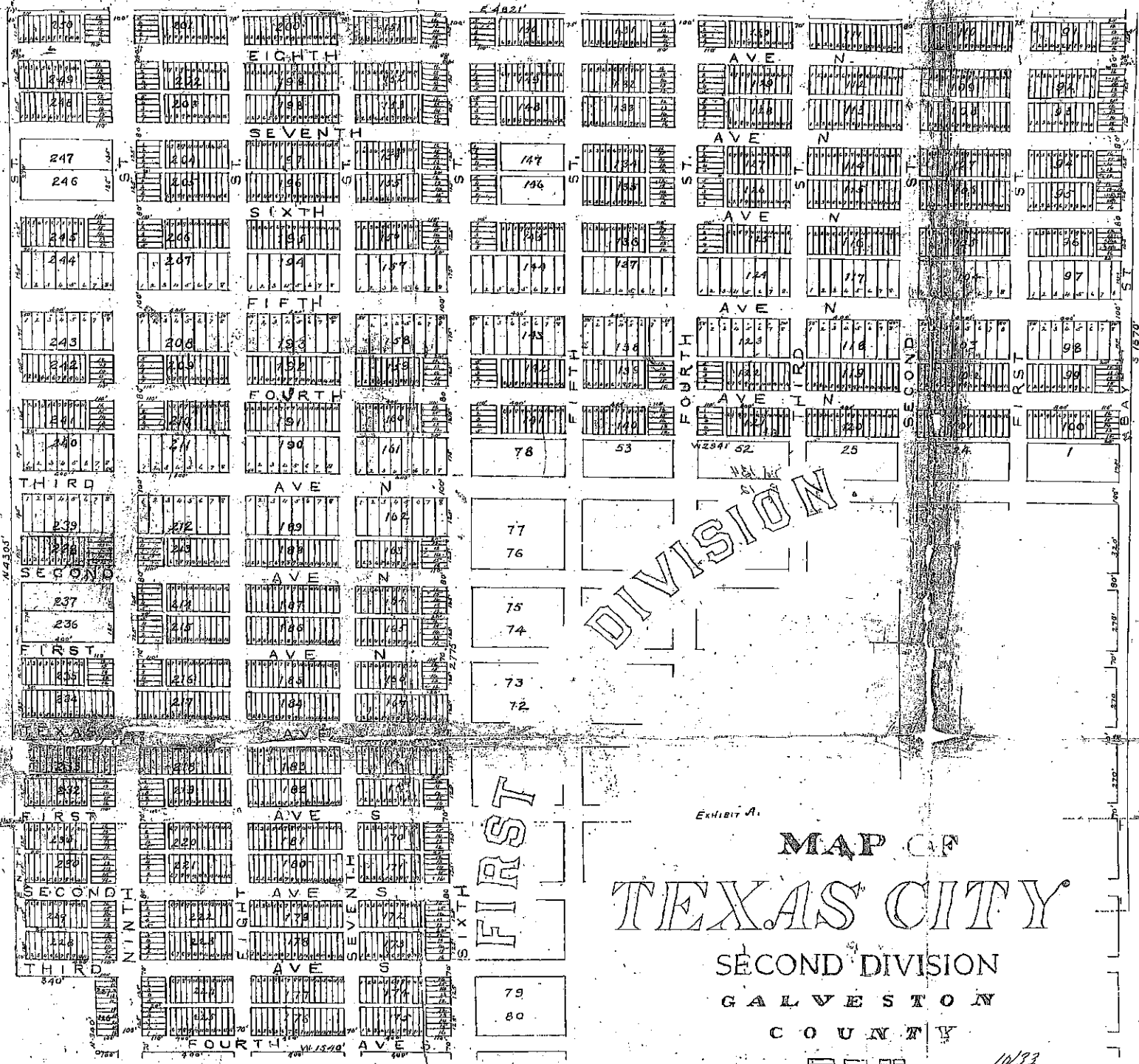
I received your email on July 7, 2023 regarding the requested abandonment of City alley at 601 4th Street, Texas City, Tx. This alley is a 15-foot Alley in Block 135 of Texas City Second Division recorded in Volume 10 Page 33 of the Map Records of Galveston County, Texas. **The Utilities department has no objections to the abandonment or the replat that is indicated in your attachment on the July 7th email.**

Sincerely,

Corbin Ballast
Director of Utilities
City of Texas City
Office 409 643-5863
Cell 409 750-2446

"QPS – Quality Public Service"

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



DIVISION

EXHIBIT A.

MAP OF
TEXAS CITY
 SECOND DIVISION
 GALVESTON
 COUNTY

Scale 2400.
TEX.
JAN. 1896
 R.W. Luttrell
 SURVEYOR

10/22

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning Board will hold a **PUBLIC HEARING** on Monday, March 18, 2024, at 5:00 p.m. in the Conference Room at Engineering & Planning, 7800 Emmett F. Lowry Expy, Texas City, TX. The purpose of the Public Hearing is to hear citizens' opinion in favor of or in opposition to the alley abandonment requests.

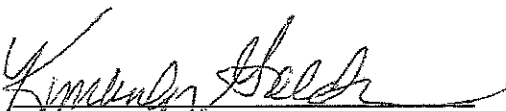
REQUEST BY: Texas City Economic Development Corporation

BEING: A 0.043 acre (1,875 sq. ft.) tract of land and being out of and a part of the North to South 15 foot alley between Lot 11 and Lots 12 thru 16 of **BLOCK 135 OF TEXAS CITY SECOND DIVISION**, a subdivision in Galveston County, TX, according to the map or plat thereof recorded in Volume 10, Page 33, of the Map Records of Galveston County, TX.

The entire 15' wide alley adjacent to Lot 11 and Lots 12 thru 16 of the aforementioned Texas City Second Division, 1,875 sq. ft.

LOCATED: Off of 6th Avenue North between 4th Street N and 5th Street N.

Any citizen wishing to voice his or her opinion in favor of or in opposition to the above change is invited to be present and will be heard. If you are a property owner within 200 feet of the proposed abandonment and you are opposed to this request, you must submit valid reasons for opposition in writing to the Planning Board of Texas City, 7800 Emmett F. Lowry Expy, Texas City, TX 77591. Written comments will be accepted and considered on or before the date of the Public Hearing. After hearing the request, you may withdraw your opposition should your objections be satisfied. Your withdrawal should be in writing to the Planning Board.



Kimberly O. Golden, P.E.
Texas City Planning Board
Secretary

March 1, 2024

Notice mailed to abutting property owner Texas City Economic Development Corporation

c/o Kristen Edwards, Economic Development Director
c/o Jon Branson, Executive Director of Management Services
c/o Mark Ciavaglia, TCEDC Board Chairman

ORDINANCE NO. 2024-12

AN ORDINANCE TO VACATE AND ABANDON THE ENTIRE 15' WIDE ALLEY ADJACENT TO LOT 11 AND LOTS 12 THRU 16 OF BLOCK 135 OF TEXAS CITY SECOND DIVISION IN GALVESTON COUNTY. LOCATED OFF OF 6TH AVENUE NORTH BETWEEN 4TH STREET NORTH AND 5TH STREET NORTH; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the applicant is the Texas City Economic Development Corporation (TCEDC) which owns all of the property adjacent to the alley being proposed for abandonment. The entire 15' wide alley is adjacent to Lot 11 and Lots 12 thru 16 of Block 135 of Texas City Second Division in Galveston County and located off of 6th Avenue North between 4th Street North and 5th Street North; and

WHEREAS, the property is vacant and consists of all of nine (9) undersized lots and parts of two additional undersized and unbuildable lots. The lots owned by TCEDC are adjacent and contiguous to each other and to the alley. The existing lots are considered undersized because they do not meet the current zoning requirements for minimum width, length, or area. TCEDC seeks the abandonment of this section of the alley so the existing vacant lots and alley can be consolidated and re-subdivided by replat into four compliant residential lots for the construction of new single-family residences in accordance with the Texas City Zoning Ordinance. The site is zoned District A – Single Family Residential, which has minimum lot size requirements of 50ft wide, 100ft deep, and 6,000 sq ft in area. The four re-platted lots will meet or exceed these minimum requirements; and

WHEREAS, the applicant provided letters of no objection from TNMP, CenterPoint, AT&T and Comcast. Texas City Public Works and the Utilities Department reviewed the application for abandonment of the alley and provided letters of no objection. Allowing the abandonment of specific streets and alleys creates the ability to consolidate tracts of land for more favorable development opportunities.

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

SECTION 1: That the City Commission of the City of Texas City finds it in the best interest of the City to abandon the entire 15' wide alley adjacent to Lot 11 and Lots 12 thru 16 of Block 135 of Texas City Second Division in Galveston County. Located off of 6th Avenue North between 4th Street North and 5th Street North legally described as:

Being a 0.043 acre (1,875 Sq. Ft.) tract of land and being out of and a part of the North to South 15 foot Alley between Lot 11 and Lots 12 thru 16 of BLOCK 135 OF TEXAS CITY SECOND DIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 10, Page 33, of the Map Records of Galveston County, Texas, said 15 foot Alley being more fully described by metes and

bounds as follows;

COMMENCING at a 5/8" iron rod found for the northeast corner of said Lot 12 of Block 135 being in the west right of way of 4th Street North (100' Right-of-Way) also being in the south line of a 20 foot Alley;

THENCE S 87°36'02" W along and with the south right of way line of said 20 foot Alley, and the north line of said Lot 12 of Block 135 a distance of 110.00 feet to a point for corner for the northeast corner of said 15 foot Alley of Block 135 OF TEXAS CITY

SECOND DIVISION, and being the POINT OF BEGINNING and the northeast corner of the herein described tract;

THENCE S 87°36'03 "W along and with the south right of way line of said 20 foot Alley, and the north line of said Block 135 a

distance of 15 feet to a point for corner for the northwest corner of said 15 foot Alley, and the northeast corner of said Lot 11;

THENCE S 02°23'58" E along and with the west line of 15 foot Alley and the east line of said Lot 11 a distance of 125.00 feet to a point for corner for the southwest corner of said 15 foot Alley being in the north right of way of 6th Avenue North (80'

Right-of-Way);

THENCE N 87°36'03 " E along and with said north right of way of 6th Avenue North (80' Right-of-Way) a distance of 15 feet to a point for corner for the southeast corner of said 15 foot Alley and southwest corner of said Lot 16;

THENCE N 02°23'58" W along and with the east line of said 15 foot Alley and the west lines of said Lots 16 thru 12 a distance of 125.00' to the POINT OF BEGINNING of the tract herein described.

Basis of Bearing: Grid North, Texas State Coordinate System NAD83, Texas South Central Zone.

SECTION 2: That the above-described property is hereby declared abandoned.

SECTION 3: That the City of Texas City hereby retains unto itself any existing public and private utility easements on said property, if any.

SECTION 4: That the Mayor is hereby authorized to execute a Quitclaim Deed, if requested, by any abutting property owners.

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 City Secretary shall cause to be filed a certified copy of this Ordinance in the Real Property Records of Galveston County, Texas and present notification of the abandonment to the Galveston Central Appraisal District.

SECTION 7: That this Ordinance shall be passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 3rd day of April 2024.

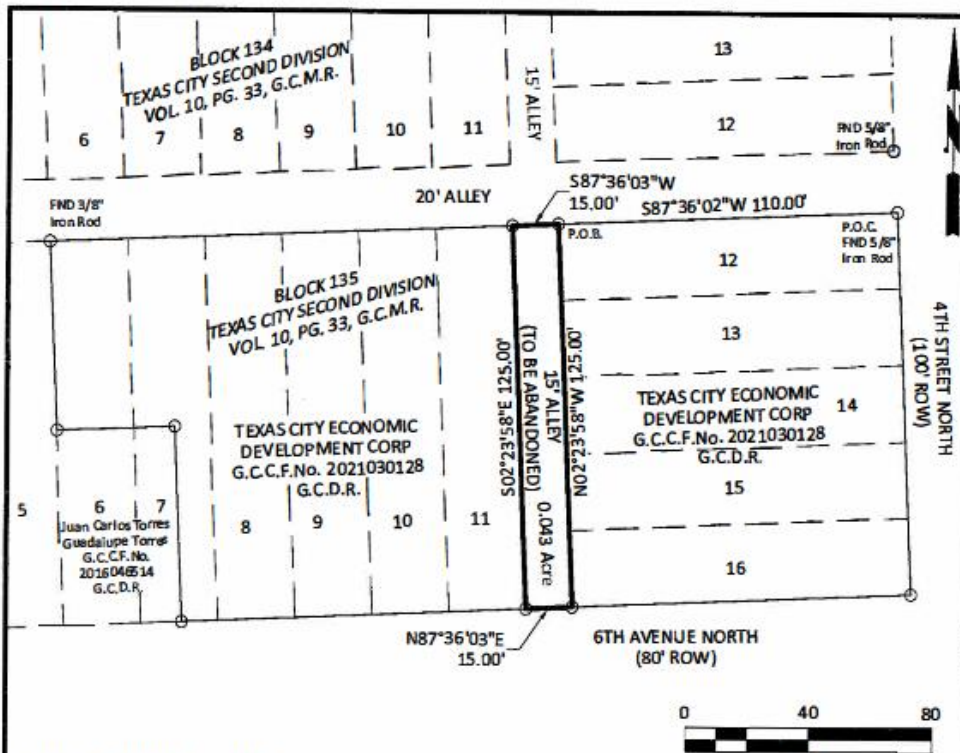
Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



METES AND BOUNDS DESCRIPTION

Being a 0.043 acre (1,875 Sq. Ft.) tract of land and being out of and a part of the North to South 15 foot Alley between Lot 11 and Lots 12 thru 16 of BLOCK 135 OF TEXAS CITY SECOND DIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 10, Page 33, of the Map Records of Galveston County, Texas, said 15 foot Alley being more fully described by metes and bounds as follows;

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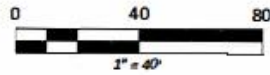
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THENCE S 02°23'58" E along and with the west line of 15 foot Alley and the east line of said Lot 11 a distance of 125.00 feet to a point for corner for the southwest corner of said 15 foot Alley being in the north right of way of 6th Avenue North (80' Right-of-Way);

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THENCE N 02°23'58" W along and with the east line of said 15 foot Alley and the west lines of said Lots 16 thru 12 a distance of 125.00' to the POINT OF BEGINNING of the tract herein described.

Basis of Bearing: Grid North, Texas State Coordinate System NAD83, Texas South Central Zone.



ABBREVIATIONS

GCMR - GALVESTON COUNTY MAP RECORDS
 GCDR - GALVESTON COUNTY DEED RECORDS
 CCF NO. - CLERK'S FILE NUMBER
 P.O.C. - POINT OF COMMENCING
 P.O.B. - POINT OF BEGINNING

EXHIBIT "A"

PAGE 1 OF 1

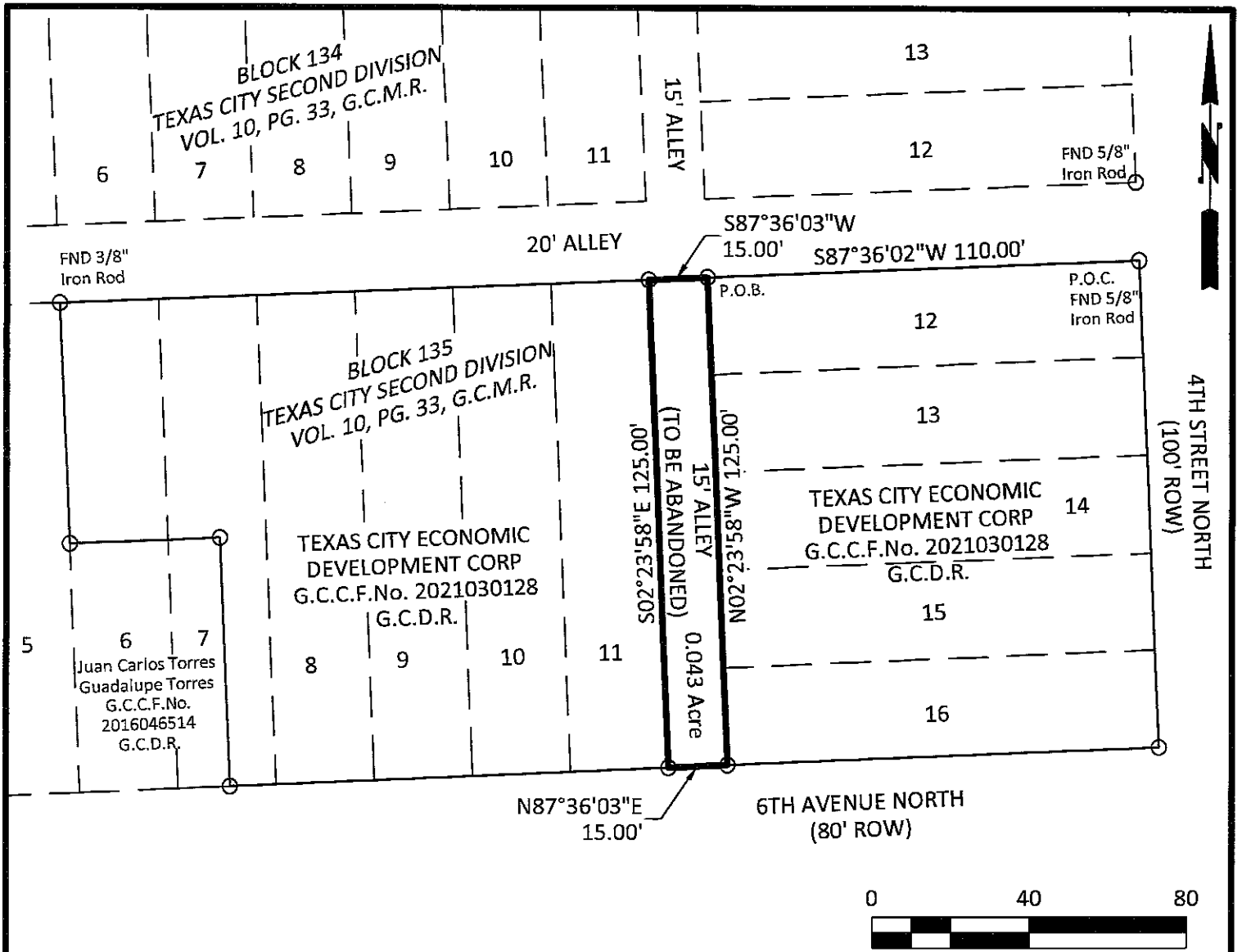
ABANDONMENT OF
 15 FOOT ALLEY
 BLOCK 135
 TEXAS CITY SECOND DIVISION
 VOLUME 10 PAGE 33
 MAP RECORDS GALVESTON COUNTY
 CONTAINING
 0.043 ACRES (1,875 SQ. FT.)
 LOCATED IN THE
 CITY OF TEXAS CITY
 GALVESTON COUNTY TEXAS
 JULY 07, 2023



Scott D. Ellis



Ellis Surveying Services, LLC
 2805 25th Avenue North
 Texas City, TX 77590
 Tel: (409) 938-8700 Fax (866) 678-7685
 Texas Firm Reg. No. 100340-00



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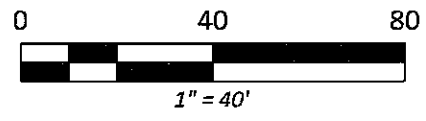
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Basis of Bearing: Grid North, Texas State Coordinate System NAD83, Texas South Central Zone.



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EXHIBIT "A"

PAGE 1 OF 1

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Ellis Surveying Services, LLC.
 2805 25th Avenue North
 Texas City, TX 77590
 Tel: (409) 938-8700 Fax (866) 678-7685
 Texas Firm Reg. No. 100340-00

Scott D. Ellis