

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JUNE 4, 2025 - 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM - CITY HALL  
1801 9th Ave. N.  
Texas City, TX 77590

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

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) REPORTS
  - (a) Texas City Municipal Shooting Range Report (Parks & Recreation)
- (5) PUBLIC HEARING
  - (a) CDBG 2025 Consolidated Plan and Annual Action Plan -1st Public Hearing
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA
  - (a) Approve City Commission Minutes for the May 21, 2025, meeting. (City Secretary)
  - (b) Consider and take action on Resolution No. 2025-058, approval to purchase audio-visual refresh for the Convention Center from DataVox. (Parks & Recreation)



- (c) Consider and take action on Resolution No. 2025-059, approval of designation of authorized signatories for contractual documents and documents for requesting funds pertaining to the entitlement Community Development Block Grant - Program (CDBG). (Community Development)
- (d) Consider and take action on Resolution No. 2025-060, consenting to the annexation of Heron's Landing Section 5 into Galveston County Municipal Utility District No. 79. (Engineering)
- (e) Consider and take action on Resolution No. 2025-061, approving a contract with Land Tejas Companies, LTD., a Texas limited partnership, and 545 Lago Mar East Development, LTD., a Texas limited partnership. (Engineering)
- (f) Consider and take action on Resolution 2025-062, appointing a member to the Texas City Cultural Arts Foundation Board of Directors to fill a vacancy. (City Secretary)
- (g) Consider and take action on Resolution No. 2025-063, awarding a contract extension for Bid No. 2024-003 Delivered Hot and Warm Mix Asphalt Annual Contract. (Public Works)
- (8) COMMISSIONERS' COMMENTS
- (9) MAYOR'S COMMENTS
- (10) ADJOURNMENT

NOTICE OF ANY SUBJECT APPEARING ON THIS AGENDA REGARDLESS OF HOW THE MATTER IS STATED MAY BE ACTED UPON BY THE CITY COMMISSION.

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 MAY 30, 2025, 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:** 06/04/2025

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

---

**Information**

**ACTION REQUEST**

Municipal Shooting Range Report (Recreation & Tourism)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

---

**Fiscal Impact**

**Attachments**

Staff Report

---





*Texas City*  
EST. 1911

# Texas City Municipal Shooting Range

## City of Texas City Commission Report June 4, 2025



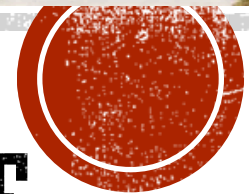


# The Rifle and Pistol Range Amenities

- 28 Rifle Stations with 25-, 50- and 100-Yard Target Settings
- 22 Pistol Stations with 3-7-15- and 25-Yard Settings
- 2 Archery Stations with Portable Target Stands
- Variety of Targets, Ear Protection and Safety Glasses for Purchase.



**TEXAS CITY MUNICIPAL SHOOTING RANGE**  
Rifle/Pistol/Archery Ranges







- Numerous organizations and companies utilize both clay target fields and rifle and pistol areas.
- Texas City High School's FFA shooting team currently has 17 students on their roster.
- Skeet tournaments, including TPCD Sportsmen's tournament, Marathon Sportsmen's tournament, and other local business/company shoots.
- Law enforcement agencies and military branches such as Texas City, Kemah, and Webster police departments, Local FBI, Coast Guard, National Guard, NASA Security, United States Customs, and the Galveston Marine Unit.
- Currently, 8 License to carry instructors use our pistol ranges to qualify their students.



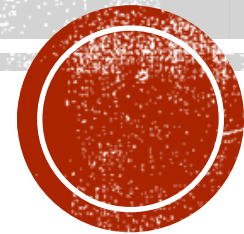


- **The Range offers 2 end table stations for archery.**
- **The targets are mobile and can be placed inside the lane between 25-to-100-yard distances.**



# ARCHERY RANGES

Portable Targets





# SKEET/TRAP AND 5-STAND AMENITIES

- 2 Regulation Skeet Fields
- 1 Trap Field (Inline with East Field)
- 5 Stand Field



*Texas City*  
EST. 1911



- **5 Stand consists of 5 stations where up to 5 shooters stand inside while calling for their targets. After each shooter completes 5 targets inside the current station, they are instructed to unloaded and open to rotate to the next station. The round concludes after each shooter completes 25 targets.**



# **5 Stand Field**

**5 Stations/6 Target Machines in the Field**





# **SKEET/TRAP/5 STAND FIELDS**

Stadium Style Lighting for Night Shoots, FFA Practice Sessions and Tournaments





# COMPETITION-CONSISTENCY-CAMARADERIE

Texas City Municipal Shooting Range





**Thank you**



*Texas City*  
EST. 1911



## CITY COMMISSION REGULAR MTG

(5) (a)

**Meeting Date:** 06/04/2025

CDBG 2025 Consolidated Plan and Annual Action Plan -1st Public Hearing

**Submitted For:** Titilayo Smith, Community Development/ Grant Admin

**Submitted By:** Patricia Mata, Community Development/ Grant Admin

**Department:** Community Development/ Grant Admin

---

### Information

#### ACTION REQUEST

To consider and approve the Community Development Block Grant (CDBG) 2025 Consolidated Plan and Annual Action Plan -1st Public Hearing

#### BACKGROUND (Brief Summary)

The 5-year Consolidated Plan is designed to assist states and local jurisdictions in assessing their affordable housing and community development needs, as well as market conditions, enabling them to make data-driven, place-based investment decisions. The consolidated planning process serves as a framework for a community-wide dialogue to identify housing and community development priorities that focus on funding from the CPD formula block grant programs. Implementation of the Consolidated Plan occurs through Annual Action Plans, which provide a concise summary of the actions, activities, and specific federal and non-federal resources utilized each year to address the priority needs and goals identified by the Consolidated Plan.

A minimum of two public hearings are required to meet the Citizens Participation Plan before finalizing the 2025 Con Plan and Annual Action Plan draft after the 30-day comment period. The draft will be available from June 4, 2025, to July 7, 2025. Copies will be available at the Community Development Department at 928 5<sup>th</sup> Ave. N, Moore Public Library at 1701 9<sup>th</sup> Ave. N, and City Hall at 1801 9<sup>th</sup> Ave. N, Texas City. It will also be available via the City's website at [www.texascitytx.gov](http://www.texascitytx.gov) on the Community Development Department page.

#### RECOMMENDATION

It is the recommendation of the Director of Community Development & Grants Administrator that the Commission allow for a Public Hearing on June 4, 2025.

---

### Fiscal Impact

**Funds Available Y/N:** Y

**Amount Requested:** n/a

**Source of Funds:** Entitlement

**Account #:** 601

**Fiscal Impact:**

There is no fiscal impact at the time, as the request is for a public hearing.

---







**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 06/04/2025

**Submitted By:** Renee Edgar, City Secretary

**Department:** City Secretary

---

**Information**

**ACTION REQUEST**

Approve City Commission Minutes for the May 21, 2025, meeting. (City Secretary)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

---

**Fiscal Impact**

**Attachments**

May 21, 2025 Minutes

---



# REGULAR CALLED CITY COMMISSION MEETING

## MINUTES

WEDNESDAY, MAY 21, 2025 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, MAY 21, 2025, 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  
Keith Love, Commissioner District 2  
Chris Sharp, Commissioner District 3  
Jami Clark, Commissioner District 4

### 2. INVOCATION

Led by Pastor Terry Ray from CrossPoint Community Church.

### 3. PLEDGE OF ALLEGIANCE

Led by Abel Garza, Jr., Commissioner At-Large.

### 4. PROCLAMATIONS AND PRESENTATIONS

#### a. Proclaiming the month of May as Motorcycle Awareness Month

Dedrick D. Johnson, Mayor, presented Warriors Charity Bikers 4 Charity MC with the Proclamation.

#### b. Service Awards

Chris Kelemen	Police	05/21/2015	10 years
Barry Schultz	Public Works	05/21/2015	10 years
Steven Hendershot	Fire	05/17/2010	15 years
James Hawkins	Fire	05/03/2010	15 years
Joeldan Flisowski	Public Works	05/24/2005	20 years
Kenneth Dewitt	Water Distribution	05/10/1995	30 years



- c. Promotion of Engineer Andrew Marcellus to Captain  
Promotion of Firefighter Matthew Simons to Engineer

Dennis Harris, the Fire Chief, promoted Andrew Marcellus to Captain and Matthew Simons to Engineer, they were pinned by a family member.

## 5. REPORTS

- a. Quarterly Investment Report (Finance)

Cynthia Rushing, Chief Financial Officer, gave a PowerPoint presentation.

## 6. PUBLIC HEARING

- a. Courtesy Public Hearing to hear citizens' opinions in favor of or in opposition to the issuance of Certificates of Obligation.

Public Hearing was opened at 5:18 p.m.

Cynthia Rushing, Chief Financial Officer, gave a PowerPoint presentation.

The following members of the public addressed the City Commission in opposition to the issuance of Certificates of Obligation: Roland Dressler, Brian Goetschius, and Robert Clem.

The following members of the public addressed the City Commission in favor of the issuance of Certificates of Obligation: Vanessa McAfee, Kacey Powell-Thorps, Carla Gibson, Hearld Fattig, and Mathew Wyatt.

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 1 DeAndre' Knoxson, to close the Public Hearing.

**Vote: 7 - 0 CARRIED**

## 7. PUBLIC COMMENTS

The following members of the public requested to address the City Commission: Jose Boix, Roland Dressler, and Brian Goetschius.

## 8. CONSENT AGENDA

Commissioner District 1, DeAndre' Knoxson, made a motion to approve Consent Agenda items 8a, b, c, d, e, f, g, and h. The motion was seconded by Commissioner District 4, Jami Clark.

- a. Approve City Commission Minutes for the May 7, 2025 meeting. (City Secretary)

**Vote: 7 - 0 CARRIED**



- b. Consider and take action on Resolution No. 2025-051, supporting Southeast Texas Housing Finance Corporation's (SETH) issuance of bonds for Bay Terrace Apartments, Located in Baytown, Texas. (Legal)

**Vote: 7 - 0 CARRIED**

- c. Consider and take action on Resolution No. 2025-052, supporting the Southeast Texas Housing Finance Corporation's (SETH) issuance of bonds for Wyndham Park Apartments- Baytown, Located In Baytown, Texas (Legal)

**Vote: 7 - 0 CARRIED**

- d. Consider and take action on Resolution No. 2025-053, approval to exceed the annual spend with Titleist. (Recreation & Tourism)

**Vote: 7 - 0 CARRIED**

- e. Consider and take action on Resolution No. 2025-054, awarding RFP 2025-479 Water and Control System Maintenance and Repair Contract. (Public Works)

**Vote: 7 - 0 CARRIED**

- f. Consider and take action on Resolution No. 2025-055, accepting a proposal for the Rehabilitation of the Chlorination Building at Wallace R. Knox Wastewater Treatment Plant. (Public Works).

**Vote: 7 - 0 CARRIED**

- g. Consider and take action on Resolution No. 2025-056, supporting Marathon Petroleum Company LP's Texas Enterprise Zone application to the State of Texas, for the purpose of a concurrent enterprise project. (Economic Development)

**Vote: 7 - 0 CARRIED**

- h. Consider and take action on Resolution No. 2025-057, supporting Marathon Petroleum Company LP's Texas Enterprise Zone application to the State of Texas, for the purpose of a concurrent enterprise project. (Economic Development)

**Vote: 7 - 0 CARRIED**

9. REGULAR ITEMS



- a. Consider and take action on Ordinance No. 2025-11, issuance of the Texas Certificates of Obligation, Series 2025, not to exceed \$75M. (Finance)

Cynthia Rushing, Chief Financial Officer, recommends approving the issuance of certificate of obligation bonds (\$75M) for capital projects: Municipal Complex, Engineering/Public Works Facility Expansion, Library Renovation, and New Fire Station.

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

**Vote: 4 - 3 CARRIED**

10. COMMISSIONERS' COMMENTS

11. MAYOR'S COMMENTS

An audiovisual recording of this meeting is available on the City's website and retained by the CSO for two years after the date of the adoption of the minutes to which the meeting corresponds.

12. ADJOURNMENT

Having no further business, Commissioner At-Large, Abel Garza, Jr., made a MOTION to ADJOURN at 6:14 p.m.; the motion was SECONDED by Commissioner District 1, DeAndre' Knoxson. All present voted AYE. MOTION CARRIED.

---

DEDRICK D. JOHNSON, MAYOR

ATTEST:

---

Rhomari Leigh, City Secretary  
Date Approved:



## CITY COMMISSION REGULAR MTG

(7) (b)

**Meeting Date:** 06/04/2025

Procure Audio-Visual Upgrades for the Doyle Convention Center

**Submitted For:** Nicole Best, Recreation and Tourism

**Submitted By:** Nancy Heredia, Recreation and Tourism

**Department:** Recreation and Tourism

---

### Information

#### ACTION REQUEST

Approval is requested to procure audio-visual upgrades for the Doyle Convention Center.

#### BACKGROUND (Brief Summary)

The Parks, Recreation & Tourism Department is seeking approval to secure funding for upgrades and the installation of new audio-visual equipment. The audio-visual equipment at the Doyle Convention Center is approximately ten years old, and the system is outdated and requires replacement. Given the rapid pace of technological advancement, it is essential to maintain up-to-date equipment to meet modern standards and expectations. Enhancing the current system will significantly improve sound quality and visual capabilities for presentations, videos, and PowerPoint displays.

Key updates include:

- Visible Changes in the Convention Center
- (2) New Projectors
- (2) New Screens
- (4) New Wall Plates
- (4) New Crestron Touch Panels for Controls
- (4) New Microphones
- (4) Desktop Microphones
- (4) Lapel Microphones

Hardware changes

*New Hardware to provide updated technology and better controls/functions*

- New Amp to consolidate the audio
- New Processor for Controls
  - Moving to Crestron software system, a new platform and industry standard
  - All new programming code
  - Supports the new Touch Panels
- New Crestron Touch Panel for Controls
- New Digital Signal Processor to source the inputs and be the digital “mixer”
- New Switcher to control the inputs at the Wall Plates in the rooms

The total cost of this request is \$137,654.54. Funds are available in the FY 2024 – 2025 Hotel Motel Tax Fund Account Number 201-401-53540.



## **RECOMMENDATION**

The Parks, Recreation & Tourism Department recommends approval to procure audio-visual equipment upgrades for the Doyle Convention from DataVax Co-Op TIP Contract #23105 for the total amount of \$137,654.54.

---

### **Fiscal Impact**

### **Attachments**

Data Vox Audio Visual Proposal  
Resolution

---





*Note: This Proposal Is For Budgetary Purposes Only*

# AUDIO VISUAL PROPOSAL

FOR

## Convention Center AV Refresh (TIPS)

### City of Texas City

1801 9th Avenue North  
P.O. Box 2608  
Texas City, TX 77590 United States

**DVXA-15906**    **Revision:**    **2**

**Last Modified:** 4/29/2025

Printed On: 4/29/2025

Valid Until: 5/29/2025



Presented By:

Account Manager : **Dana Landry**  
System Design: **Jon Bryant, CTS**



**TIPS Contract Number:**  
**230105**





*Note: This Proposal Is For Budgetary Purposes Only*

# COMPANY OVERVIEW

Since 1990, DataVox has served the Greater Houston and Dallas-Fort Worth areas by providing advanced business technology solutions. Over the years, we have served customers in and around these markets and are uniquely positioned to handle projects of all sizes and complexity.



**7,000+**

Customers Served  
across Texas



**300+**

Full time employees



**150+**

Partners in industry leading  
manufacturers



**80.00**  
**NPS**

Net promoter score



*This document is confidential and the property of DataVox. Any copy or reuse of this document, its contents, recommendations and/or solutions in whole or part is strictly prohibited without prior written consent of DataVox.*



*Note: This Proposal Is For Budgetary Purposes Only*

# EXECUTIVE BRIEFING CENTER



## **DataVox's Executive Briefing Center**

6650 W Sam Houston Pkwy S

Houston, TX 77072

(713) 881-5300



**EXPERIENCE STATE-OF-THE-ART TECHNOLOGY BROUGHT TO LIFE**



Audio Visual



Smart Building Technology



Cyber Security + Solutions



Managed IT Services



Technology Design Services



Cloud Solutions



Business Phone Systems



Physical Security Solutions + Services



Building Technology Infrastructure



Network Cabling Solutions

Our Technology Briefing Center is available for use throughout the entire design process. We invite team members to visit our facilities and see how valuable it can be for design sessions and technology demonstrations.

*This document is confidential and the property of DataVox. Any copy or reuse of this document, its contents, recommendations and/or solutions in whole or part is strictly prohibited without prior written consent of DataVox.*





*Note: This Proposal Is For Budgetary Purposes Only*

# SCOPE OF WORK

This section describes the standard Audio Visual services that DataVox will provide the Customer. The services are described by typical location or room.

## Scope of Work

DataVox will provide a detailed scope of work upon final revision.

## U.S. Tariff Price Adjustments

The pricing offered as of the date of this Proposal or SOW is based on the current pricing and availability of products. In the event tariffs, duties, surcharges, or similar charges ("Tariffs") are imposed by any manufacturers or suppliers after the date and/or execution of this Proposal or SOW, DataVox agrees to promptly notify Customer and make reasonable efforts to mitigate the impact of any Tariffs and avoid any price increases. If no viable alternatives are found, Customer shall be responsible for the Tariff, provided that DataVox has exhausted all reasonable alternatives, including the sourcing of alternative products. If Customer elects to cancel the Proposal or SOW as a result of the Tariff, Customer may be responsible for a termination fee for any non-refundable prepaid services and non-returnable products ordered, in transit, or held in storage for the benefit of Customer.

## Stored Materials

DataVox shall bill Customer for one hundred percent (100%) of all materials and equipment not incorporated into the work but delivered and suitably stored on- or offsite, and if applicable, a reasonable storage fee, as described in a SOW. Payment for such materials and equipment shall be made in accordance with the payment terms described herein. If requested, DataVox will provide:

- Bill of Sale identifying the materials and equipment as the property of Customer
- Evidence that all materials and equipment are insured for loss of any kind either at the stored location
- Certificate of insurance; and
- Photographic evidence of the stored materials and equipment.

## Equipment Lead Times

Upon execution of an SOW, DataVox will communicate lead times on material and equipment delivery. These lead times are outside of DataVox's control and may impact project schedule and postpone project completion. Such lead times are provided by manufacturers and are subject to change based on product availability. DataVox may replace current product specifications with products of equal or greater functionality to meet Customer's project schedule. The SOW will be revised as appropriate to account for any change in the price quoted in the SOW. If Customer declines to utilize substitute product(s), it shall accept the current lead times provided by DataVox.

## Training

DataVox will provide one hands-on training session as coordinated with the Customer. All users of the system should be present at this training session to learn basic operation and light maintenance. Additional training sessions are available upon request at additional charge.

## Out of Scope Services

The following services are outside the scope of work:

- All conduits, such as high voltage wiring panels, breakers, relays boxes, and receptacles
- Any related electrical work, including but not limited to 110VAC, conduit, core drilling, raceway and boxes
- Concrete saw cutting and core drilling

*This document is confidential and the property of DataVox. Any copy or reuse of this document, its contents, recommendations and/or solutions in whole or part is strictly prohibited without prior written consent of DataVox.*







*Note: This Proposal Is For Budgetary Purposes Only*

- Firewall, ceiling, roof and floor penetration patching, removal or fire stopping
- Any audio visual consulting services to configure existing audio visual devices outside the audio visual devices provided within this SOW and the Audio Visual Proposal.
- Necessary sheet rock replacement and repair
- Necessary ceiling tile or T-bar modifications, replacement and repair
- Any and all millwork (for example, molding and trim). All millwork or modifications to project millwork to accommodate equipment
- Permits (unless specifically provided for in this SOW.)
- HVAC and plumbing relocation
- Rough-in, bracing, framing, or finish trim carpentry for installation
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required
- Any applicable taxes, permits, or bonds related to the project
- Unless specified in this SOW, the warranty provisions in this contract do not cover owner furnished equipment. Additionally, owner furnished equipment will not be controlled unless specifically stated in this SOW







*Note: This Proposal Is For Budgetary Purposes Only*

# LOCATION SUMMARY

\* Location Pricing Excludes all Optional and Alternate Components

Location	Price
Texas City Convention Center	\$137,654.54
Total Price (Excludes Sales Tax):	\$137,654.54
















*Note: This Proposal Is For Budgetary Purposes Only*

# BILL OF MATERIALS

Note: \* Price Includes Accessories  
Note: Installed Price Includes Equipment and Labor

Texas City Convention Center		Installed Price
<b>Projectors &amp; Screens</b>		
	2 <b>Da-lite</b> Tension advantage series 226" diagonal wide 16:10, 120V, Da-Mat	
OFE	2 <b>OFE</b> [OFE] - Owner Furnished and Installed Projector Scissor Lift	
OFE	2 <b>OFE</b> [OFE] - Owner Furnished and Installed Projector Screen	
	2 <b>Panasonic</b> 11,000-Lumen WUXGA Laser 3LCD Projector (White, No Lens)	
	2 <b>Panasonic</b> 1.35-2.11:1 Zoom lens for PT-MZ20K/MZ17K/MZ14K LCD laser projectors	
<b>Projectors &amp; Screens:</b>		<b>\$55,232.90</b>
<b>Audio - Microphones</b>		
	4 <b>Shure</b> [OFE] - Hybrid Bodypack Transmitter with Integrated Omni-Directional Microphone	
	4 <b>Shure</b> [OFE] - Wireless Handheld Transmitter with SM58 Mic Head	
	4 <b>Shure</b> [OFE] - Wireless Desktop Base Transceiver	
<b>Audio - Microphones:</b>		<b>\$690.00</b>
<b>Audio Components</b>		
	1 <b>Biamp Systems</b> Meeting Room DSP With 4 Integrated PoE+ Ports. AVB & Dante, 2X2 Analog I/O, Stereo USB And 16 Channels Of AEC	
	2 <b>C2G</b> 10ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black	
	1 <b>DataVox</b> Programming & Commissioning of Audio Systems and Digital Signal Processors	










*This document is confidential and the property of DataVox. Any copy or reuse of this document, its contents, recommendations and/or solutions in whole or part is strictly prohibited without prior written consent of DataVox.*















*Note: This Proposal Is For Budgetary Purposes Only*

      	1	<b>Biamp Systems</b> Meeting Room DSP With 4 Integrated PoE+ Ports. AVB & Dante, 2X2 Analog I/O, Stereo USB And 16 Channels Of AEC
	2	<b>C2G</b> 10ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black
	1	<b>C2G</b> 3m USB 2.0 A/B Cable - Black (9.8ft)
	1	<b>DataVox</b> Programming & Commissioning of Audio Systems and Digital Signal Processors
    	1	<b>Crestron Electronics</b> 8-Channel Power Amplifier, 150W/Ch., 4/8 Ohm or 70V, North America & Japan, 100-120V
	4	<b>Crestron Electronics</b> DM NAX® Audio-over-IP Wall Plate with 2 XLR Inputs, Black, 1-Gang
	600	<b>Belden</b> CAT6+ (350 MHz), 4-Pair, U/UTP-Unshielded, Plenum-CMP, Premise Horizontal Cable - Blue
  	48	<b>OFE</b> [OFE] - Owner Furnished and Installed In-Ceiling Speaker
	4	<b>Shure</b> [OFE] - 4-Channel Access Point Transceiver

**Audio Components: \$22,795.80**

#### Video Distribution

          	1	<b>Crestron Electronics</b> 4x2 4K60 4:4:4 HDR AV Switcher
	1	<b>C2G</b> 10ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black
	1	<b>C2G</b> 12Ft Premium High Speed HDMI Cable With Ethernet - 4K 60Hz
	2	<b>Crestron Electronics</b> DM Lite – HDMI® over CATx Receiver w/IR & RS-232, Surface Mount
  	2	<b>Crestron Electronics</b> DM Lite® 4K60 4:4:4 Transmitter for HDMI®, RS-232, and IR Signal Extension over CATx Cable, Wall Plate, Black
	300	<b>Belden</b> CAT6+ (350 MHz), 4-Pair, U/UTP-Unshielded, Plenum-CMP, Premise Horizontal Cable - Blue






*This document is confidential and the property of DataVox. Any copy or reuse of this document, its contents, recommendations and/or solutions in whole or part is strictly prohibited without prior written consent of DataVox.*

















*Note: This Proposal Is For Budgetary Purposes Only*

        	2	<b>Monoprice</b> 4K HDBaseT HDMI Extender Kit, 120m, HDR, 18Gbps, 4K@60Hz, YCbCr 4:4:4, HDCP 2.2, PoC, RS-232, Loop Out and Bidirectional IR
	400	<b>Belden</b> CAT5e+ (350MHz), 4-Pair, F/UTP-foil Shielded, Plenum-CMP, Premise Horizontal cable, Blue
	4	<b>C2G</b> 12Ft Premium High Speed HDMI Cable With Ethernet - 4K 60Hz
	4	<b>Crestron Electronics</b> Connector with wire guide for DM-CBL-8G DigitalMedia 8G cable, Single Unit
	2	<b>Monoprice</b> [NB] - 4K HDBaseT HDMI Receiver (For Drawing Purposes)

**Video Distribution: \$5,926.25**

## Control Systems

        	1	<b>Crestron Electronics</b> 4-Series™ Control System
	1	<b>C2G</b> 10ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black
	1	<b>DataVox</b> Programming & Commissioning of Control System and User Interfaces
	1	<b>DataVox</b> Provisioning Services For Setup, Configuration, and Deployment of Crestron XIO Cloud Management
	400	<b>Liberty Cable</b> White Audio And Control 22 AWG 1 Pair Shielded Plenum Cable
        	1	<b>Crestron Electronics</b> 10.1 in. Wall Mount Touch Screen, Black Smooth
	150	<b>Belden</b> CAT6+ (350 MHz), 4-Pair, U/UTP-Unshielded, Plenum-CMP, Premise Horizontal Cable - Blue
	1	<b>Crestron Electronics</b> Rack Mount Kit for TSW-1070 Series
	4	<b>Crestron Electronics</b> 10.1 in. Wall Mount Touch Screen, Black Smooth
	600	<b>Belden</b> CAT6+ (350 MHz), 4-Pair, U/UTP-Unshielded, Plenum-CMP, Premise Horizontal Cable - Blue


*This document is confidential and the property of DataVox. Any copy or reuse of this document, its contents, recommendations and/or solutions in whole or part is strictly prohibited without prior written consent of DataVox.*







*Note: This Proposal Is For Budgetary Purposes Only*

	1	<b>Netgear</b> 24 Port 1GB Managed AV Network Switch - POE+		
			<b>Control Systems:</b>	<b>\$28,476.68</b>


#### Rental Equipment

	1	<b>DataVox</b> Standard Scissor Lift Rental		
			<b>Rental Equipment:</b>	<b>\$600.00</b>


#### Annual Subscriptions

	12	<b>Crestron Electronics</b> XiO Cloud Provisioning and Management Service, XiO Cloud Premium Subscription, 1-year subscription for 100-499 devices, price per device		
			<b>Annual Subscriptions:</b>	<b>\$601.44</b>

#### Additional Services

	1	<b>DataVox</b> Labor To Un-Install Existing Owner Furnished Equipment Note: The Customer is responsible for transportation, storage, and/or disposal of all decommissioned equipment.		
			<b>Additional Services:</b>	<b>\$2,300.00</b>

#### General & Administrative

	1	<b>G&amp;A (PACKAGE 1)</b> General & Administrative Services - Includes Project Management, Design & Engineering, Technical Drawings, Commissioning, Training, Miscellaneous Items, & Shipping		
			<b>General &amp; Administrative:</b>	<b>\$13,700.41</b>

#### Contingency

	1	<b>DataVox</b> Contingency Funds For Potential Price Increases Due To Tariffs		
			<b>Contingency:</b>	<b>\$7,331.06</b>

<b>Texas City Convention Center Total:</b>			<b>\$137,654.54</b>
--	--	--	---------------------

<b>Project Subtotal:</b>			<b>\$137,654.54</b>
--------------------------	--	--	---------------------







*Note: This Proposal Is For Budgetary Purposes Only*

# PROJECT PRICING SUMMARY

Project Subtotal:	\$137,654.54
Sales Tax (Tax Exempt):	\$0.00
<b>Grand Total:</b>	<b>\$137,654.54</b>







*Note: This Proposal Is For Budgetary Purposes Only*

# PURCHASE OPTIONS

☐ **Cash Purchase Terms of Payment:**

<b>Billing Milestones</b>		<b>Amount Due</b>
Deposit - Due on Signature	40.00 %	\$55,061.82
Progress Payments (Multiple - Invoiced Upon Receipt of Goods by DataVox and/or Work Completed)	55.00 %	\$75,710.00
Final Payment - Due on Completion	5.00 %	\$6,882.72
<b>Total Payments (Excluding Sales Tax):</b>		<b>\$137,654.54</b>

**Support Options (Select One):**

<b>Description ( For details see Terms &amp; Conditions Support Agreement Obligations):</b>	<b>Annual Charge</b>
<input type="checkbox"/> Standard Support Agreement (90 days) (90 day warranty on workmanship, manufacture warranties still apply, all other labor billable after 90 days)	Included
<input type="checkbox"/> 3 Year Extended Support Agreement (Years 2-3) (1st year free, Excludes sales tax, Billed annually, Extended support begins 1 year after first substantial use)	\$9,635.82
<input type="checkbox"/> 5 Year Extended Support Agreement (Years 2-5) (1st year free, Excludes sales tax, Billed annually, Extended support begins 1 year after first substantial use)	\$8,259.27

**Technology Payment (Includes Extended Support Agreement) :**

<input type="checkbox"/> 36 Month Lease (FMV):	
* Payment per month	\$4,966.24
* Deposit (2) months	\$9,932.49
* Payment Excludes Sales Tax	
<input type="checkbox"/> 60 Month Lease (FMV):	
* Payment per month	\$3,597.07
* Deposit (2) months	\$7,194.14
* Payment Excludes Sales Tax	







*Note: This Proposal Is For Budgetary Purposes Only*

# TERMS AND CONDITIONS

In addition to the DataVox Standard Terms and Conditions found at <https://www.datavox.net/terms-and-conditions/>, the following Audio Visual specific terms and conditions shall apply.

## 1. Pricing Subject to Product Availability

The pricing offered in this proposal is based on the prevailing price and availability of product and other commodities as of the date of this proposal. Customer agrees that the cost and availability of products may change after the date of this proposal. Any rise in price of product, or other commodities, including products made with copper or other commodities shall result in a corresponding dollar-for-dollar increase in the DataVox proposal for this agreement. If the availability of copper or other commodities which are contemplated to be part of the work is reduced after the date of this proposal, DataVox shall have the option of substituting other equivalent products or terminating this agreement.

## 2. Delay in Shipping and Delivery

If the delivery to DataVox is delayed by a manufacturer or supplier for reasons beyond the control of DataVox, substantial completion deadline will be extended without penalty by at least the duration of the delay.

## 3. Hazardous Material

Customer represents and warrants that the area of work does not contain any "hazardous material" or "hazardous conditions". Hazardous conditions are defined as:

- "Permit confined space," as defined by OSHA
- Risk of infectious disease
- Need for air monitoring, respiratory protection, or other medical risk
- Asbestos, asbestos-containing material or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation, or other structural components of the area of any building.

DataVox shall not be responsible for the removal or disposal of such hazardous materials. Customer shall be responsible for all injury or loss resulting from the presence of any hazardous material or hazardous condition.

## 4. Support Agreement Obligations (Applicable only when a 3 or 5 year support plan is purchased)

DataVox hereby agrees to service and maintain the audiovisual equipment described in the scope of work in accordance with the following provisions:

- Unlimited service support via phone.
- DataVox will respond to a Customer's request during work hours. DataVox will contact the customer within 24 hours of receipt of a request. At the time of contact, DataVox will assess the problem and initiate repairs of equipment, if applicable.
- DataVox will respond to emergencies involving an equipment outage of all or a substantial part of the installed system via phone within two (2) hours of the Customer's request.
- Free loaner equipment when downtime in excess of 5 business days is expected. (Exact model loaner equipment may not be available)
- DataVox will make bi-annual inspection of the equipment to keep it in good working condition, and at such times to provide normal repair and maintenance service, including labor only.
- Up to 4 hours of annual programming changes to control systems
- Manufacture Warranty Assistance DataVox will provide the labor in a Return Material Authorization (RMA) process. DataVox will work with the manufacturer and Customer to return defective equipment. DataVox will troubleshoot, dismount the equipment (when necessary), and install the replacement equipment. The Customer will be responsible for all shipping charges.

*This document is confidential and the property of DataVox. Any copy or reuse of this document, its contents, recommendations and/or solutions in whole or part is strictly prohibited without prior written consent of DataVox.*







*Note: This Proposal Is For Budgetary Purposes Only*

- 10% discount on published labor rates for Moves, Adds, and Changes (MACs).

This agreement does not cover the replacement of parts. Further, maintenance does not include labor and material cost of additions to, rearrangements, relocation, or removal of equipment.

The Customer understands and agrees that the equipment is very sophisticated and complex, and that DataVox has advised that only qualified personnel be permitted to perform service, maintenance or other work on the equipment. Accordingly, the Customer understands that if persons other than DataVox representatives perform service, maintenance, repair or any other work on the equipment, THE SUPPORT AGREEMENT AND WARRANTY PROVIDED HEREUNDER WILL IMMEDIATELY TERMINATE AND BE OF NO FURTHER EFFECT. Thereafter, if DataVox is requested to perform any service, maintenance, repair or any other work on the equipment, INCLUDING EMERGENCY SERVICES, such services will be furnished at the DataVox applicable rates for time and material and shall be subject to regular scheduling. Further, if the Customer requests service outside the scope of the Maintenance Agreement, such repair or services will be furnished at the DataVox applicable rates for time and material and subject to regular scheduling. In addition, any equipment added to the audiovisual system which is connected to the system network must be purchased and installed by DataVox while under contract. This equipment is then added to the warranty as described in paragraph a: *Payment* below.

In the performance of all of these various services, DataVox shall have, and the Customer hereby grants, full and unrestricted access to the premises on which the equipment is located.

a) Payment

The Customer agrees to pay DataVox the annual charges set forth on the Purchase Proposal, plus applicable taxes and any charges incurred by reason of paragraph 23: *Support Agreement Obligations* above. Charges are due upon receipt of invoice.

If any equipment is added to the audiovisual system subsequent to the date of the installation of the equipment described in the scope of work, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added. However, such additional maintenance charge for added equipment will not take effect until the expiration of the warranty period applicable to the equipment.

b) Term, Option to Review

The effective commencement date of the Support Agreement shall be the first day following the expiration of the warranty covering the equipment or date maintenance contract is signed. The Support Agreement shall continue in force for a period agreed upon in the Purchase Proposal. Thereafter DataVox will automatically renew the Support Agreement for an additional one year period during the life of the equipment, or any lease applicable to the equipment, whichever is greater. After the initial agreed upon maintenance term, each party reserves the right to cancel and terminate the Support Agreement by giving sixty (60) day notice thereof to the other.

c) Miscellaneous

In the performance of the Maintenance Agreement, DataVox shall be liable only for the expenses of providing normal repair and maintenance service, but not otherwise for consequential damages, personal injury, or commercial loss. Further, DataVox shall have no liability for any cost, expense, injury, damage or loss, direct or indirect, if the performance of such services is prevented by any event of "force majeure" including, but not limited to, declared government emergencies, civil disturbance, strikes, or other causes beyond the control of DataVox. It is expressly understood and agreed that the term "force majeure" shall include the unavailability or delayed availability of parts, components or services from a manufacturer or other third party unless such unavailability is the sole fault of DataVox. The Support Agreement may not be amended except by written instrument by both parties. The Support Agreement shall bind and benefit both parties hereto including their successors, designers, and assigns.





**RESOLUTION NO. 2025-058**

**A RESOLUTION APPROVING THE PURCHASE OF AUDIO-VISUAL  
REFRESH FOR THE CONVENTION CENTER FROM DATAVOX; AND  
PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE  
FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, the audio-visual equipment at the Doyle Convention Center is approximately ten years old, and the system is outdated and requires replacement; and

**WHEREAS**, enhancing the current system will significantly improve sound quality and visual capabilities for presentations, videos, and PowerPoint displays; and

**WHEREAS**, funds are available in the 2024-2025 FY Budget.

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

**SECTION 1:** That the City Commission authorizes a payment of \$137,654.54 to DataVox, Co-Op TIP Contract No. 23105 from Hotel Motel Tax Fund Account Number 201-401-53540.

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

**PASSED AND ADOPTED this 4th day of June 2025.**

\_\_\_\_\_  
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**

(7) (c)

**Meeting Date:** 06/04/2025

Designate Authorized Signatories and Approvers for CDBG Entitlement

**Submitted For:** Titilayo Smith, Community Development/ Grant Admin

**Submitted By:** Patricia Mata, Community Development/ Grant Admin

**Department:** Community Development/ Grant Admin

---

### **Information**

#### **ACTION REQUEST**

Discuss, consider, and adopt a resolution to designate authorized signatories for the Community Development Block Grant Entitlement for Contractual Documents and approvers for Draw-down requests from HUD.

#### **BACKGROUND (Brief Summary)**

The City of Texas City receives a Community Development Block Grant Entitlement award annually. It is necessary to appoint individuals to execute contractual documents and approve the draw-down of funds from the U.S. Department of Housing and Urban Development (HUD).

#### **RECOMMENDATION**

It is the recommendation of the Director of Community Development & Grants Administration that the Commission authorize the signatories as the Mayor and Director of Community Development & Grants Administration to execute contracts. The Mayor and either the Chief Financial Officer, Controller, or Senior Accountant may request and approve fund draw-downs from HUD's IDIS system. Additionally, the Director of Community Development & Grants Administration, in addition to the Mayor, will serve as a Certifying Officer for HUD-required environmental reviews.

---

### **Fiscal Impact**

**Funds Available Y/N:** Y

**Amount Requested:** n/a

**Source of Funds:** Entitlement

**Account #:** 601

**Fiscal Impact:**

There is no fiscal impact for this request.

---

### **Attachments**

CDBG Template

Resolution

---



**RESOLUTION NO. 2025-**

**A RESOLUTION BY THE CITY COMMISSION OF CITY OF TEXAS  
CITY DESIGNATING AUTHORIZED SIGNATORIES FOR  
CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING  
FUNDS PERTAINING TO THE ENTITLEMENT COMMUNITY  
DEVELOPMENT BLOCK GRANT- PROGRAM (CDBG) \_\_**

**WHEREAS**, the City of Texas City has received a Community Development Block Grant- award from the U.S Department of Housing and Urban Development(HUD); and

**WHEREAS**, it is necessary to appoint persons to execute contractual documents, request and approve Draw Down funds from HUD's Integrated Disbursement and Information System (IDIS); and

**WHEREAS**, the City of Texas City acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.), the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and

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

**SECTION 1:** The Mayor and Director of Community Development & Grants Administration be authorized to execute contractual documents between City of Texas City, awarded contractors, and CDBG beneficiaries.

**SECTION 2:** The Mayor and the Chief Financial Officer, Controller, or Senior Accountant be authorized to request and approve Draw Downs from HUD's IDIS system, documents required for requesting funds approved in the Community Development Block Grant.

**SECTION 3:** The Director of Community Development & Grants Administration, will continue to be the Certifying Officer on Environmental Reviews required by HUD for all Community Development Block Grant (CDBG) funded projects for the City of Texas City in addition to the Mayor.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and adoption.







**RESOLUTION NO. 2025-059**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE ENTITLEMENT COMMUNITY DEVELOPMENT BLOCK GRANT- PROGRAM (CDBG); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the City of Texas City has received a Community Development Block Grant- award from the U.S Department of Housing and Urban Development(HUD); and

**WHEREAS**, it is necessary to appoint persons to execute contractual documents, request and approve Draw Down funds from HUD's Integrated Disbursement and Information System (IDIS); and

**WHEREAS**, the City of Texas City acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.), the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and

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

**SECTION 1:** The Mayor and Director of Community Development & Grants Administration be authorized to execute contractual documents between City of Texas City, awarded contractors, and CDBG beneficiaries.

**SECTION 2:** The Mayor and the Chief Financial Officer, Controllor, or Senior Accountant be authorized to request and approve Draw Downs from HUD's IDIS system, documents required for requesting funds approved in the Community Development Block Grant.

**SECTION 3:** The Director of Community Development & Grants Administration, will continue to be the Certifying Officer on Environmental Reviews required by HUD for all Community Development Block Grant (CDBG) funded projects for the City of Texas City in addition to the Mayor.



**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 4th day of June 2025.**

---

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**

(7) (d)

**Meeting Date:** 06/04/2025

Resolution No. 2025-060, for consent to the annexation of Heron's Landing Section 5 into Galveston County Municipal Utility District No. 79

**Submitted For:** Kim Golden, Transportation and Planning

**Submitted By:** Curt Kelly, Transportation and Planning

**Department:** Transportation and Planning

---

### **Information**

#### **ACTION REQUEST**

Consider and take action on Resolution No. 2025-060, for consent to the annexation of Heron's Landing Section 5 into Galveston County Municipal 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 give preliminary zoning approval to change to District I – Planned Unit Development and Masterplan on August 19, 2015, and approved an Amended Planned Unit Development and Updated Master Plan at its meeting on April 3, 2024.

The Amended and Restated Development Agreement dated March 20, 2024, and 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 5 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 22.375 acres of Section 5 in accordance with the approved UPDATED Master Plan at its meeting on March 24, 2025.

#### **RECOMMENDATION**

Staff advises consent to the annexation of the 22.375 acres of Heron's Landing Section 5 into Galveston County MUD 79 is in order with the Development Agreement because the Planning Board of the City of Texas City did approve the final plat and construction drawings for Section 5 in accordance with the approved UPDATED Master Plan at its meeting on March 24, 2025.

---

### **Fiscal Impact**

### **Attachments**

transmittal letter



Petition  
Certificate  
survey  
Resolution

---





HOUSTON  
3200 Southwest Freeway,  
Suite 2600  
Houston, TX 77027  
(713) 860-6400

**Mai Lynn Womack**  
Legal Assistant  
mwomack@abhr.com  
(713) 800-8061

April 30, 2025

VIA EMAIL

VIA FEDERAL EXPRESS

Ms. Kim Golden, City Engineer, Director  
City of Texas City  
7800 Emmett F. Lowry Expressway  
Texas City, TX 77592

Re: Galveston County Municipal Utility District No. 79 (the "District")

Dear Ms. Golden:

The District and the undernamed entity requests the consent of the City to the annexation of land into the District. Please arrange for this matter to be placed on the next City Commission agenda for consideration. Enclosed are the following documents:

Heron's Landing, Section 5

- (1) Petition for Consent to Annex 22.375 acres of land from the District and Heron's Landing Development, LLC ("Heron's"), together with the Certificate of Authority of Heron's; and
- (2) Survey map of the 22.375-acre tract

If you should have any questions, please contact me or the attorney for the District, Greer Pagan, at (713) 860-6417.

Thank you for your attention to this matter.

Sincerely,

Mai Lynn Womack  
Legal Assistant

CENTRAL TEXAS  
919 Congress Avenue, Suite 1500  
Austin, TX 78701  
(512) 518-2424

NORTH TEXAS  
4514 Cole Avenue, Suite 1450  
Dallas, TX 75205  
(972) 823-0800

abhr.com



Page 2 of 2

Enclosures

Cc/ via email: Ms. Rhomari Leigh, City of Texas City  
Mr. Kyle Dickson, City of Texas City  
Ms. Stephanie E. Tabor, A&S Engineers, Inc.  
Mr. Steve Herrera, A&S Engineers, Inc.  
Mr. Jerry LeBlanc, Binnacle Development  
Mr. Greer Pagan (Firm)  
Ms. Hope Palmer (Firm)



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 22.375-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 Gulf Coast 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.

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 April 23, 2025.

GALVESTON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 79

By: Gretchen Hollas

Name: Gretchen Hollas

Title: Vice President

ATTEST:

By: [Signature]

Name: Osme Reyes

Title: Secretary



THE STATE OF TEXAS

§

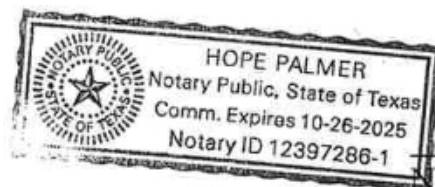
COUNTY OF GALVESTON

§

§

This instrument was acknowledged before me on April 23, 2025,  
by Gretchen Hollas, as Vice President and  
Osme 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.

(Seal)



[Signature]  
Notary Public, State of Texas



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

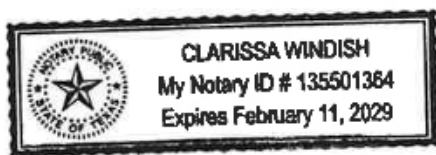
By: Binnacle Development, LLC,  
a Texas limited liability company,  
its Managing Member


By:   
Jerry W. LeBlanc  
Managing Member

THE STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS               §

This instrument was acknowledged before me on APRIL 16, 2025,  
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.

(Seal)



  
Notary Public, State of Texas

**Attachments:**

**Exhibit A:** Description of the Land

**Exhibit B:** Conditions of the City



EXHIBIT A



**Metes and Bounds Description of Heron's Landing Section 5**

Being a tract of land situated in the Daniel Richardson Survey, Abstract No. 167, and the T.G. Western Survey, Abstract No. 204, both in Galveston County, Texas, said tract also being portions of that certain 22.911 acre "Tract B" and 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, together with part of that certain 25.464 acre "Tract D", 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 as follows:

**BEGINNING** at the Southwest corner of HERON'S LANDING, SECTION THREE, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under Instrument No. 2024018387, in the Office of the County Clerk of Galveston County, Texas, said point also lying in the Northerly line of ISLANDS, PHASE 5, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded Volume 18, Page 857, in the Office of the County Clerk of Galveston County, Texas;

**THENCE** South 88°00'03" West along the Northerly line of said ISLANDS, PHASE 5, a distance of 874.16 feet to a point for corner;

**THENCE** over and across said 25.464 acre "Tract D" the following courses and distances:

North 01°59'57" West, a distance of 436.10 feet to a point for corner;

South 88°00'03" West, a distance of 305.00 feet to a point for corner;

North 01°59'57" West, a distance of 71.00 feet to a point for corner;

South 88°00'03" West, a distance of 9.00 feet to a point for corner;

North 01°59'57" West, a distance of 180.00 feet to a point for corner;

North 88°00'03" East, a distance of 400.00 feet to a point for corner;

North 85°43'18" East, a distance of 48.30 feet to a point for corner;



North 70°06'33" East, a distance of 45.44 feet to a point for corner;

North 52°41'06" East, a distance of 45.44 feet to a point for corner;

North 35°15'38" East, a distance of 45.44 feet to a point for corner;

North 19°32'15" East, a distance of 36.62 feet to a point for corner;

North 02°31'28" East, a distance of 58.76 feet to a point for corner;

North 02°26'57" West, a distance of 251.00 feet to a point for corner;

South 88°00'03" West, a distance of 94.28 feet to a point of tangency;

Along a curve to the left, said curve having a radius of 25.00 feet, a chord bearing of  
South 42°00'03" West, a chord length of 35.36 feet and an arc length of  
39.27 feet to a point for corner;

South 88°00'03" West, a distance of 60.00 feet to a point for corner;

Along a curve to the left, said curve having a radius of 25.00 feet, a chord bearing of  
North 46°59'57" West, a chord length of 35.36 feet, and an arc length of  
39.27 feet to a point of tangency;

South 88°00'03" West, a distance of 27.73 feet to a point for corner;

North 02°26'57" West, a distance of 250.00 feet to a point for corner lying in the  
Southerly line of a 200 foot wide City of Texas City rainwater pumping  
outfall channel;

THENCE North 88°00'03" East along the Southerly line of said outfall channel, a distance of  
532.00 feet to a point for corner;

THENCE over and across said 17.025 acre "Tract C" and said 22.911 acre "Tract B", the following  
courses and distances:

South 02°26'57" East, a distance of 533.82 feet to a point for corner;

North 87°59'48" East, a distance of 2.66 feet to a point of curvature;

Along a curve to the right, said curve having a radius of 750.00 feet, a chord bearing  
of South 74°55'07" East, a chord length of 108.49 feet, and an arc length of  
108.58 feet to a point of tangency;



South 70°46'16" East, a distance of 280.33 feet to a point for corner;

South 17°35'58" West, a distance of 89.04 feet to a point of curvature and the most  
Northwesterly corner of said HERON'S LANDING, SECTION THREE;

THENCE along the Westerly line of said HERON'S LANDING, SECTION THREE, the following  
courses and distances:

Along a curve to the right, said curve having a radius of 30.00 feet, a chord bearing of  
South 63°16'18" West, a chord length of 43.13 feet, and an arc length of  
48.12 feet to a point of non-tangency;

South 19°11'22" West, a distance of 60.00 feet to a point for corner;

South 70°46'16" East, a distance of 39.46 feet to a point for corner;

South 01°59'57" East, a distance of 519.74 feet to the POINT OF BEGINNING of the  
herein described tract, and containing 22.375 acres (974,648 square feet)  
of land, more or less.

I hereby certify that this description is based on a survey performed on the ground under my  
direction on October 14, 2024.



Stephen C. Blaskey

Registered Professional Land Surveyor 5856





## 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 April 23, 2025.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on April 23, 2025.

GALVESTON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 79



By: [Signature]  
Secretary, Board of Directors



## CERTIFICATE OF AUTHORITY

I, Jerry W. LeBlanc, hereby certify that:

1. I am the sole officer and 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 16<sup>th</sup> day of April, 2025.

BINNACLE DEVELOPMENT, LLC,  
a Texas limited liability company

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

Jerry W. LeBlanc  
Managing Member







## **RESOLUTION NO. 2025-060**

**A RESOLUTION OF CONSENT TO THE ANNEXATION OF CERTAIN LAND COMPRISING THE HERON'S LANDING SUBDIVISION SECTION 5 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**, Galveston County Municipal Utility District No. 79 (MUD) 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 Master plan on August 19, 2015, and then did preliminarily approve an Amended Planned Unit Development and Updated Master plan 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 5 of the Heron's Landing Subdivision in accordance with the approved Master Plan at its meeting on October 7, 2024; and did approve the final plat and construction drawings for Section 5 at its meeting on March 24, 2025; 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 22.375 acres of the Heron's Landing Subdivision Section 5 into the Galveston County Municipal District No. 79 upon conditions stated in Exhibit B of the Petition.

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



**PASSED AND ADOPTED this 4th day of June 2025.**

---

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**

(7) (e)

**Meeting Date:** 06/04/2025

Resolution No. 2025-061 for the Master Plan and Addendum to the Development Agreement for Lago Mar East Subdivision

**Submitted For:** Kim Golden, Transportation and Planning

**Submitted By:** Curt Kelly, Transportation and Planning

**Department:** Transportation and Planning

---

### **Information**

#### **ACTION REQUEST**

Consider and take action on Resolution No. 2025-061 for the Master Plan and Addendum to the Development Agreement for Lago Mar East Subdivision.

#### **BACKGROUND (Brief Summary)**

Quiddity Engineering as the applicant on behalf of the Owner, Glenmont Development, and the Developer, 545 Lago Mar East Development, Ltd. presents a subdivision master plan for the development in four phases of 806.4 acres as 1,973 single-family lots of mixed sizes and 62.9 acres of commercial/retail development. The project is located in and subject to the Lago Mar PUD and to the Development Agreement dated October 19, 2005, between the City of Texas City, TX, and Land Tejas Companies, Ltd. Land Tejas Companies is the predecessor in interest to the developer, 545 Lago Mar East Development.

The Planning Board recommended conditional approval of the subdivision Master Plan for the Lago Mar East Subdivision at its regular meeting on May 19, 2025 to allow the developer to move forward with the development of Phase I which consists of 577 single family lots on 196 acres. The agreed conditions for approval are stated in Exhibit A to a proposed Assignment and Addendum to the Development Agreement.

The subject location is situated east of the 1-45 Gulf Freeway and adjacent to the frontage road. It is south of Hughes Rd and north of the future projection of the east extension of Holland Road. The construction of the Holland Rd east extension is necessary to provide access to Phase I of the Master Plan.

The subject property is located in the Lago Mar PUD and in the Lago Mar TIRZ. The Lago Mar PUD is a master- planned residential development that will ultimately contain approximately 4,000 lots. This is the second Master Plan presented for approval on the east side of the development, Beacon Point at Lago Mar being the first. A revised Master Plan for the remaining portions of Lago Mar residential was approved by the City on August 19, 2020. Under this zoning designation, a variety of lot sizes can be arranged along with amenities such as landscaped entryways, parks, and open spaces. The proposed Master Plan for Lago Mar East is largely compliant with the requirements of the approved PUD.

The Development Agreement provides for the annexation of Lago Mar East Subdivision into GCMUD 58 upon activation of the MUD and execution of a utility service agreement with Texas City.



## **RECOMMENDATION**

The Planning Commission considered the Master Plan at its regular meeting on May 19, 2025, and recommended approval. Staff have no objection to approval of the Master Plan, subject to approval of the Assignment and Addendum to the Development Agreement and conditions contained therein.

---

### **Fiscal Impact**

### **Attachments**

Master Plan

Staff Report to Planning Board

Assignment and Addendum to DA

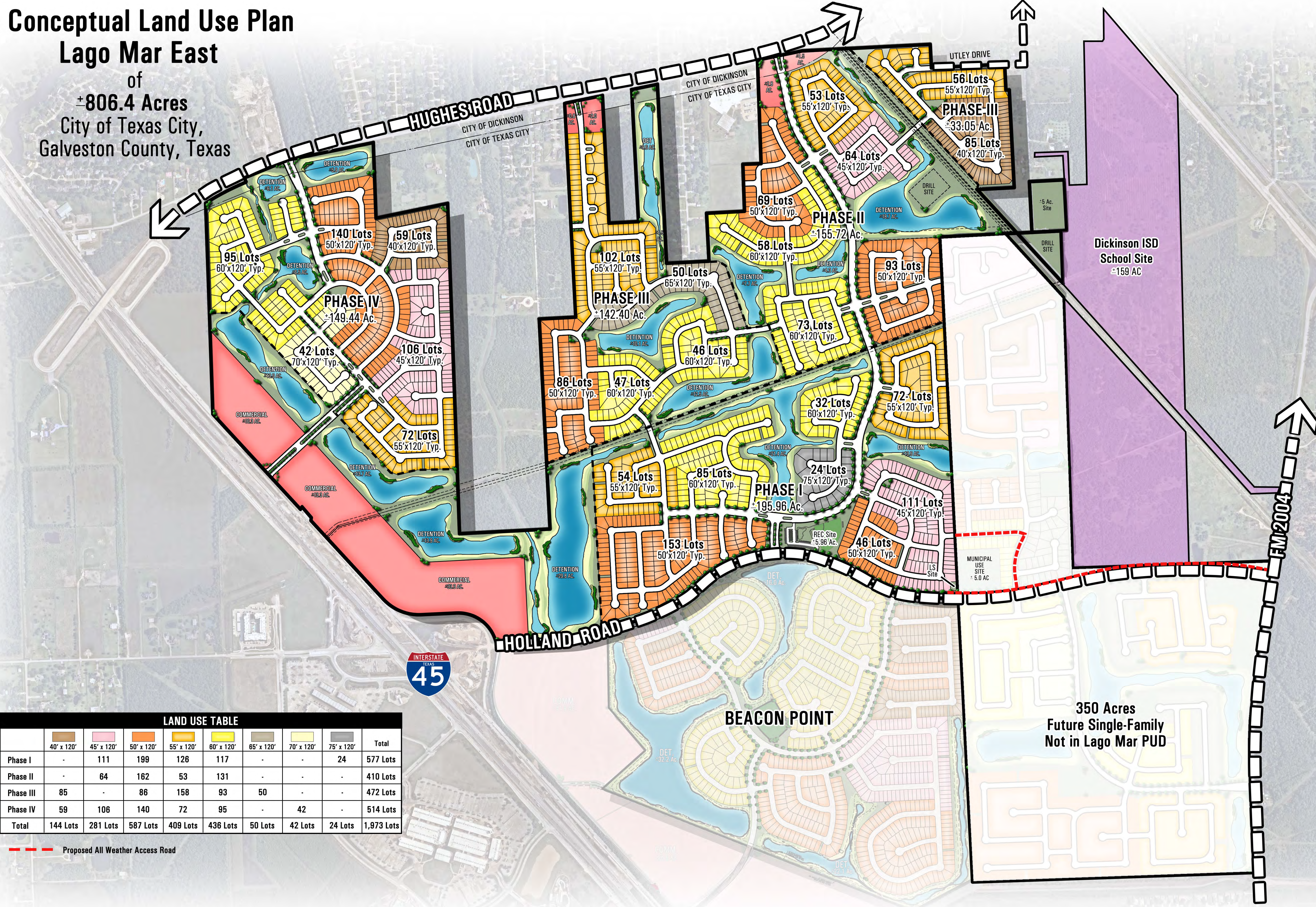
Resolution

---



# A Conceptual Land Use Plan Lago Mar East

of  
±806.4 Acres  
City of Texas City,  
Galveston County, Texas



LAND USE TABLE								
	40' x 120'	45' x 120'	50' x 120'	55' x 120'	60' x 120'	65' x 120'	70' x 120'	75' x 120'
Phase I	-	111	199	126	117	-	-	24
Phase II	-	64	162	53	131	-	-	-
Phase III	85	-	86	158	93	50	-	-
Phase IV	59	106	140	72	95	-	42	-
Total	144 Lots	281 Lots	587 Lots	409 Lots	436 Lots	50 Lots	42 Lots	24 Lots

--- Proposed All Weather Access Road

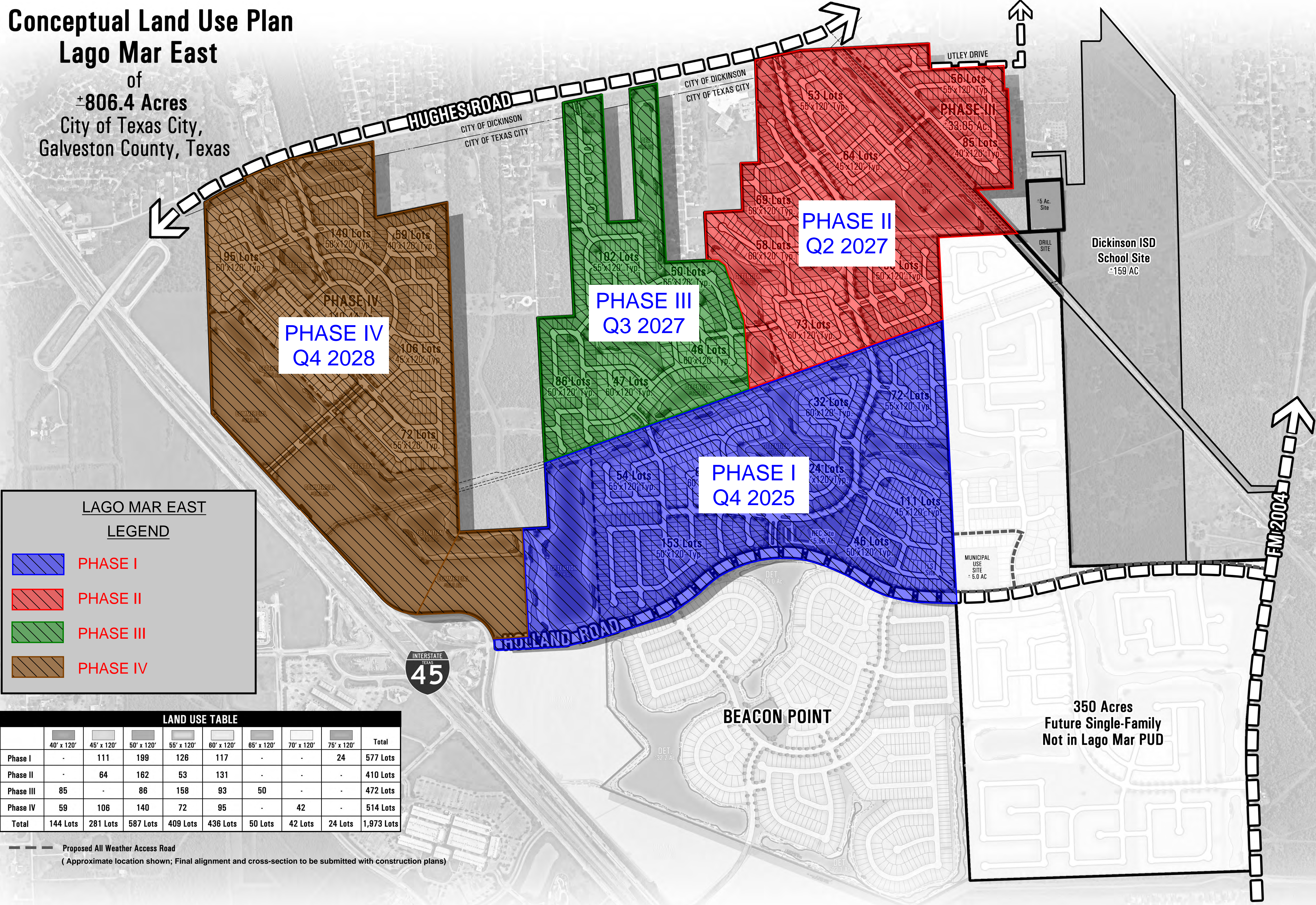


FIGURE 1: CONCEPTUAL LAND USE PLAN

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



A Conceptual Land Use Plan  
Lago Mar East  
of  
±806.4 Acres  
City of Texas City,  
Galveston County, Texas



NORTH

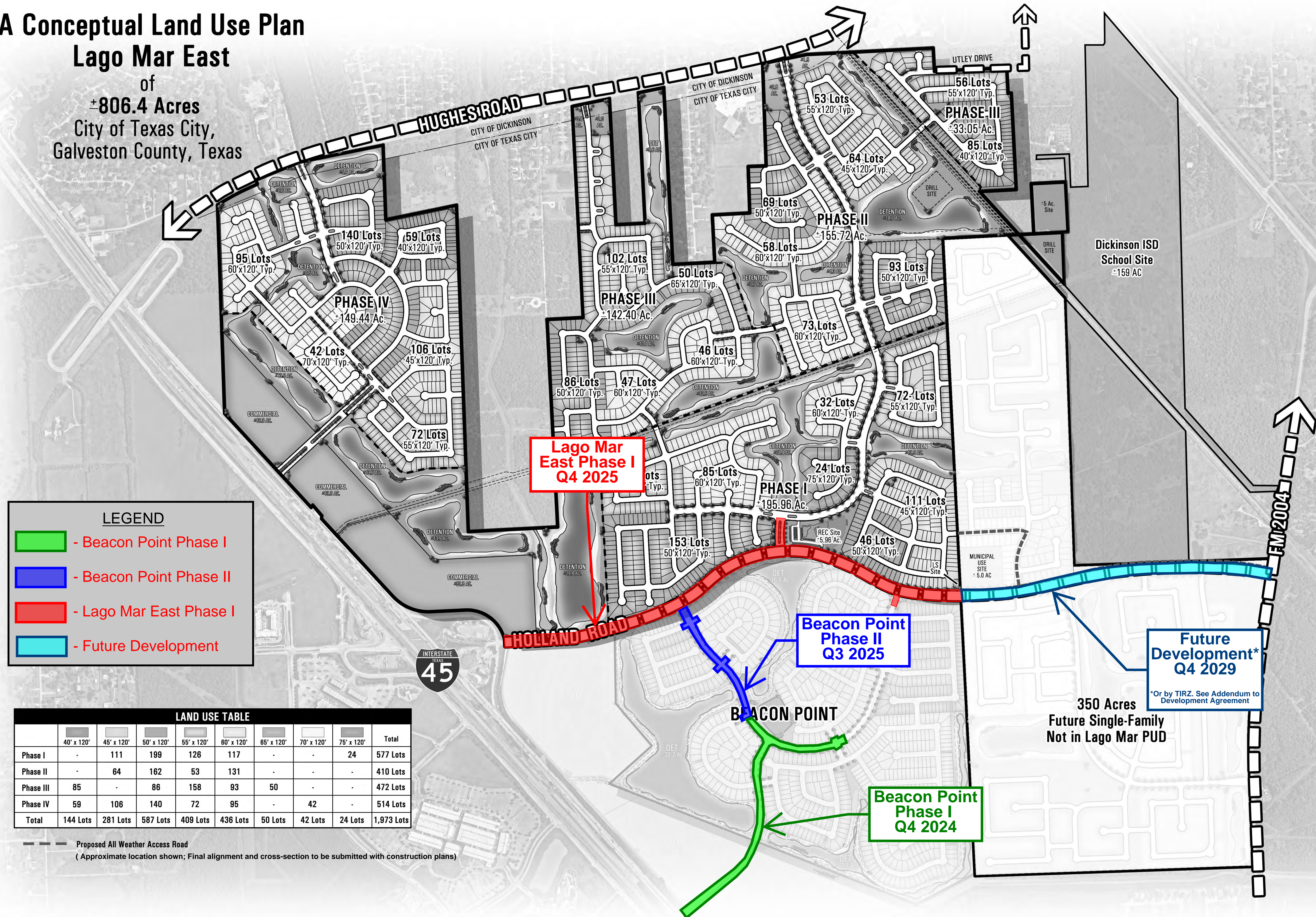
0' 500' 1,000'

SCALE: 1"=500'  
DATE: 02.12.2025



# A Conceptual Land Use Plan Lago Mar East

of  
**+806.4 Acres**  
 City of Texas City,  
 Galveston County, Texas



### FIGURE 3: ACCESS PHASING

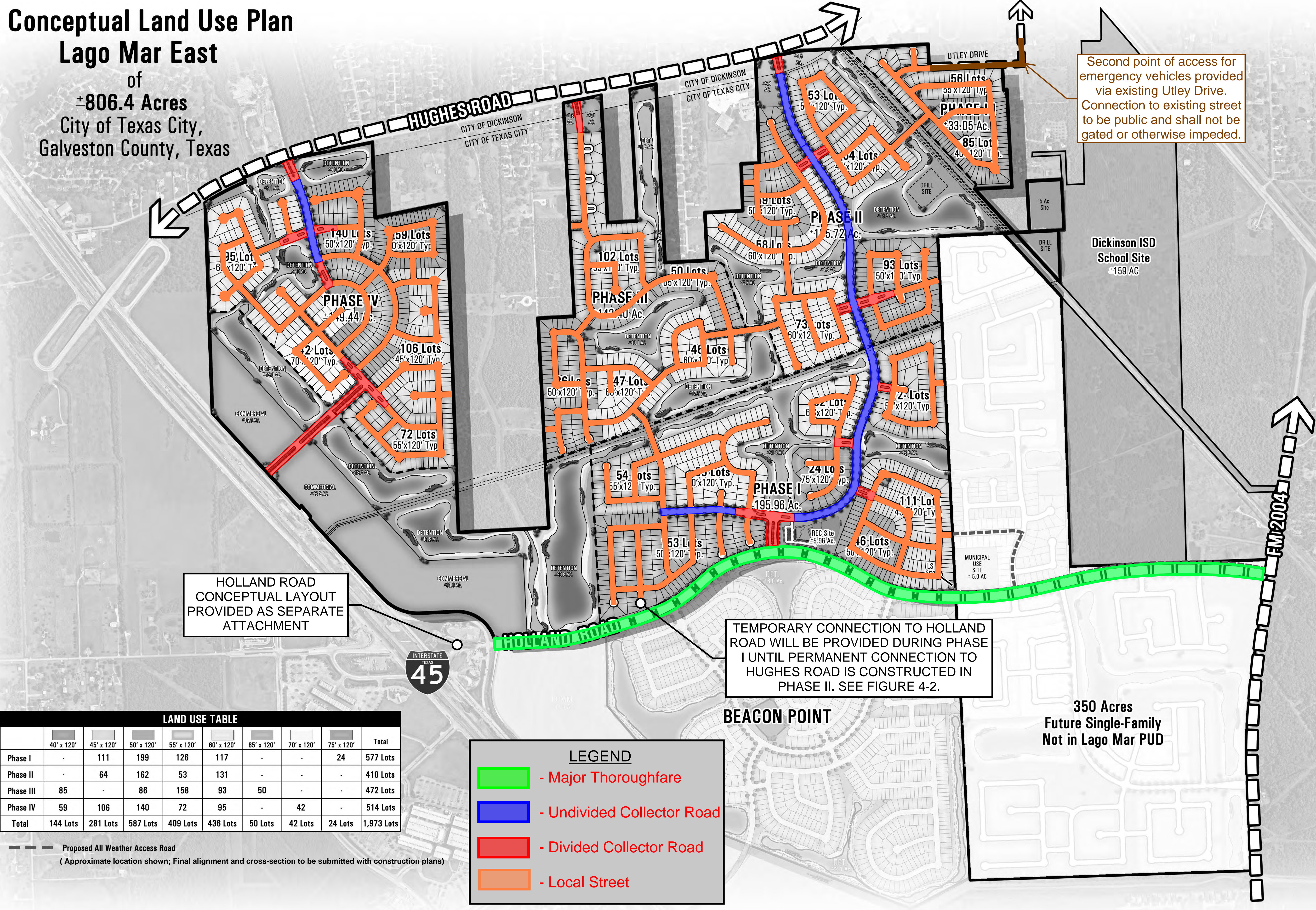
THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND NOT A GUARANTEE OF ACCURACY. NO WARRANTY IS MADE BY THE ENGINEER FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



# A Conceptual Land Use Plan Lago Mar East

of  
±806.4 Acres

City of Texas City,  
Galveston County, Texas



HOLLAND ROAD  
CONCEPTUAL LAYOUT  
PROVIDED AS SEPARATE  
ATTACHMENT

TEMPORARY CONNECTION TO HOLLAND  
ROAD WILL BE PROVIDED DURING PHASE  
I UNTIL PERMANENT CONNECTION TO  
HUGHES ROAD IS CONSTRUCTED IN  
PHASE II. SEE FIGURE 4-2.

Second point of access for  
emergency vehicles provided  
via existing Utley Drive.  
Connection to existing street  
to be public and shall not be  
gated or otherwise impeded.

LAND USE TABLE								
	40' x 120'	45' x 120'	50' x 120'	55' x 120'	60' x 120'	65' x 120'	70' x 120'	75' x 120'
Phase I	-	111	199	126	117	-	-	24
Phase II	-	64	162	53	131	-	-	-
Phase III	85	-	86	158	93	50	-	-
Phase IV	59	106	140	72	95	-	42	-
Total	144 Lots	281 Lots	587 Lots	409 Lots	436 Lots	50 Lots	42 Lots	24 Lots

--- Proposed All Weather Access Road  
(Approximate location shown; Final alignment and cross-section to be submitted with construction plans)

LEGEND

- Major Thoroughfare

- Undivided Collector Road

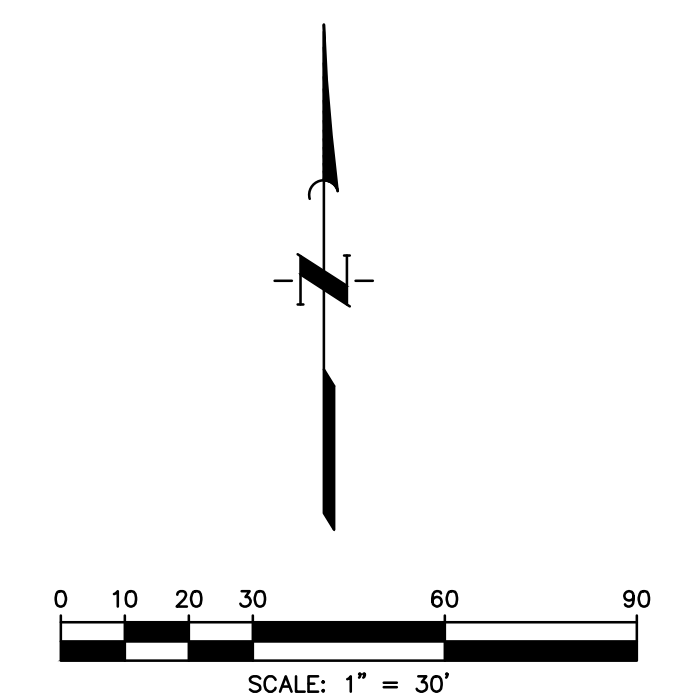
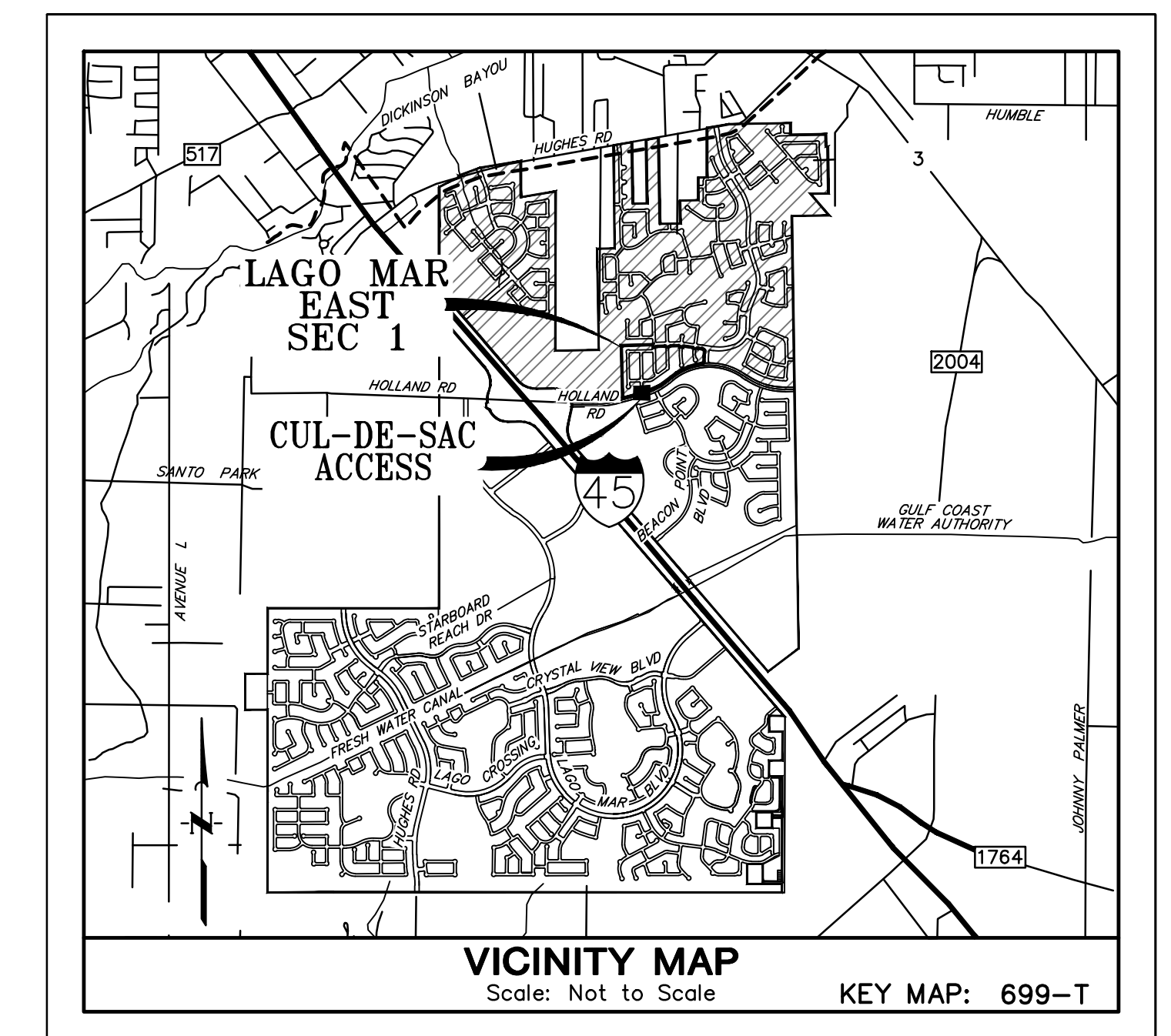
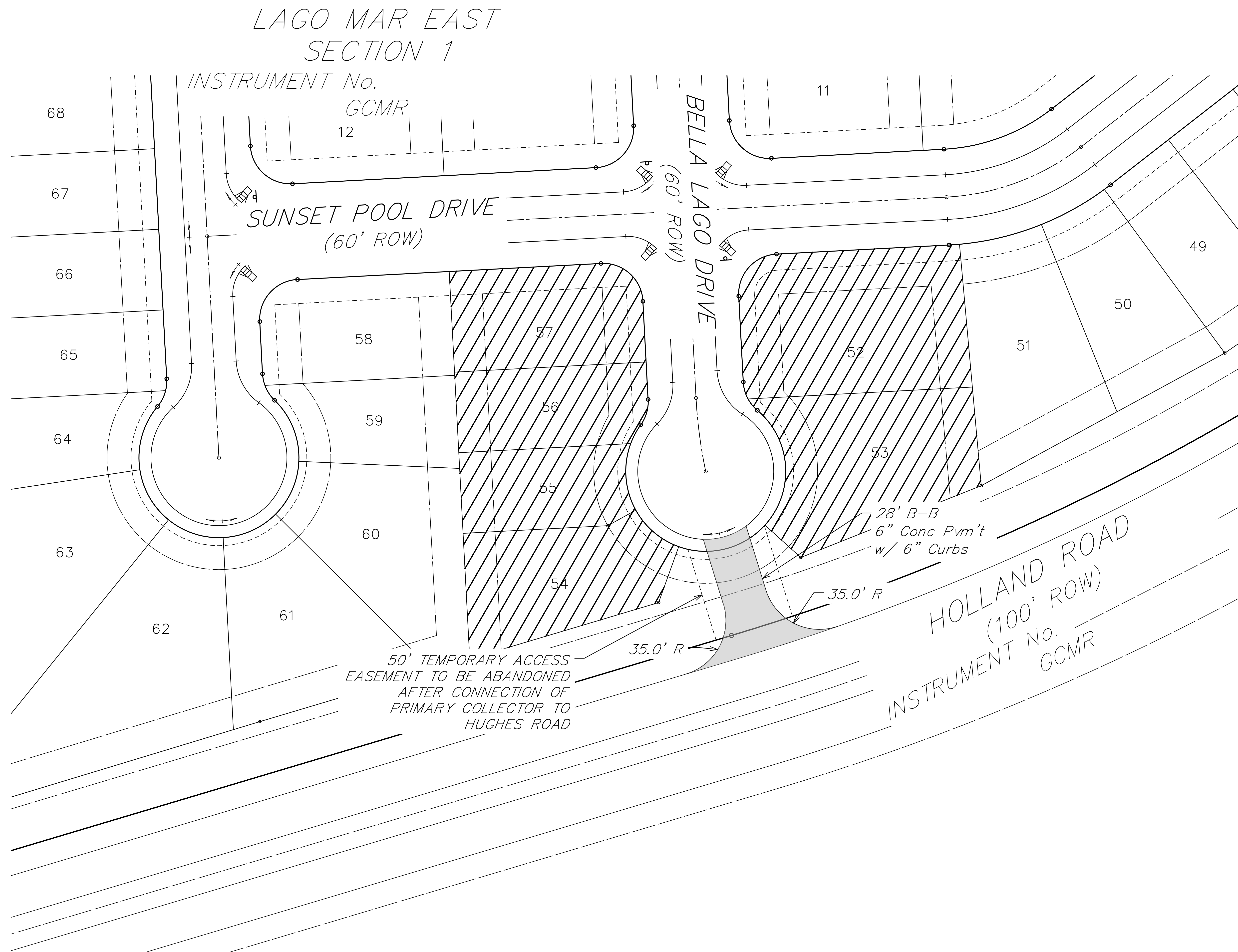
- Divided Collector Road

- Local Street

FIGURE 4-1: ROADWAY LAYOUT

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.





LEGEND

TEMPORARY RESIDENTIAL ACCESS ROAD  
BUILT TO PUBLIC LOCAL STREET  
STANDARDS TO BE REMOVED AFTER  
CONNECTION OF PRIMARY COLLECTOR  
TO HUGHES ROAD

 BUILDING PERMITS WILL NOT BE ISSUED  
UNTIL TEMPORARY ACCESS EASEMENT  
IS ABANDONED AND ACCESS ROAD IS  
REMOVED

FIGURE 4-2  
TEMPORARY  
CUL-DE-SAC  
ACCESS EXHIBIT  
**LAGO MAR EAST**  
PHASE 1

FEBRUARY 2025

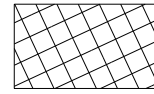


## QUIDDITY

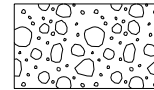
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290  
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337



DATE: FILE:

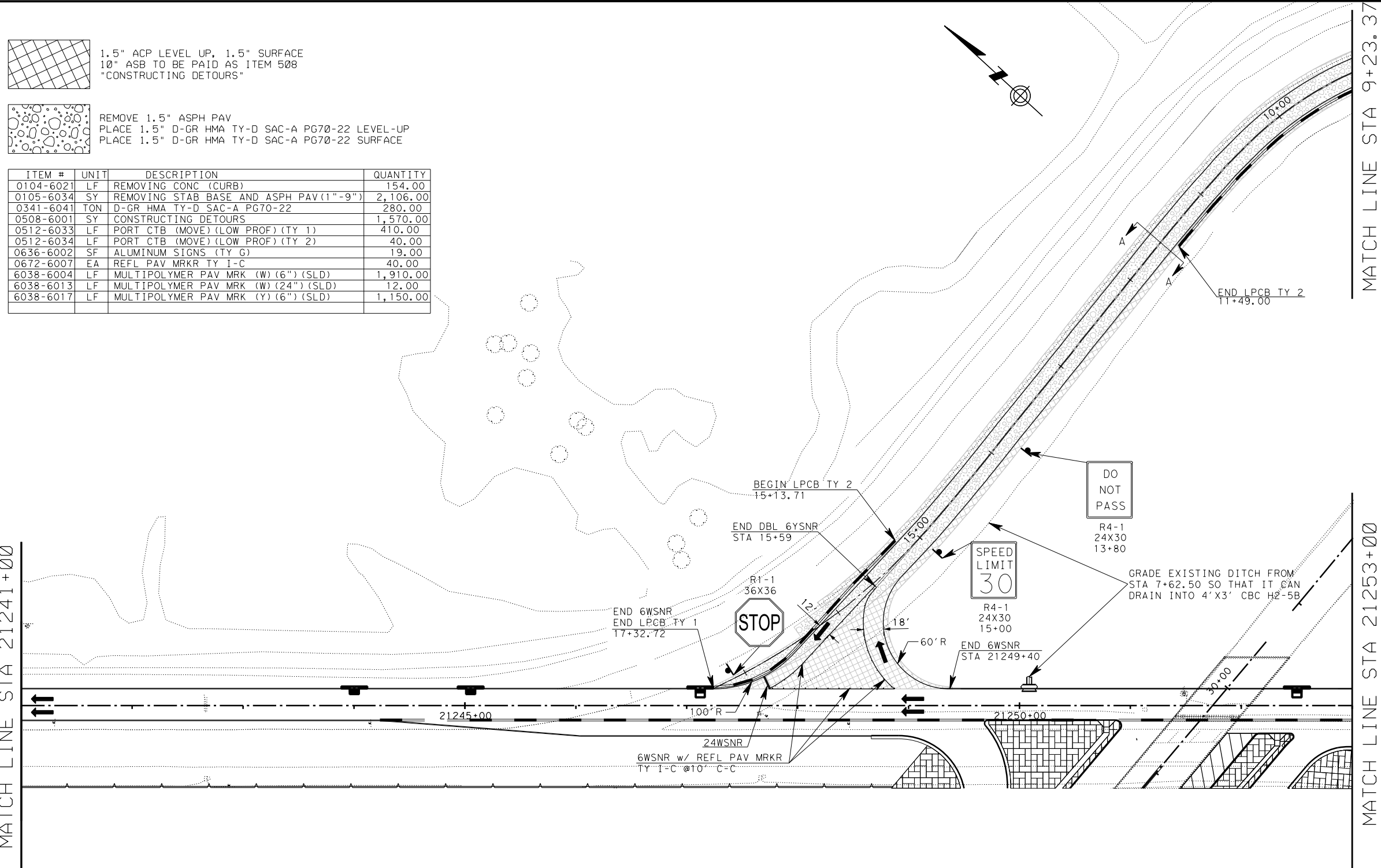


1.5" ACP LEVEL UP, 1.5" SURFACE  
10" ASB TO BE PAID AS ITEM 508  
"CONSTRUCTING DETOURS"



REMOVE 1.5" ASPH PAV  
PLACE 1.5" D-GR HMA TY-D SAC-A PG70-22 LEVEL-UP  
PLACE 1.5" D-GR HMA TY-D SAC-A PG70-22 SURFACE

ITEM #	UNIT	DESCRIPTION	QUANTITY
0104-6021	LF	REMOVING CONC (CURB)	154.00
0105-6034	SY	REMOVING STAB BASE AND ASPH PAV(1"-9")	2,106.00
0341-6041	TON	D-GR HMA TY-D SAC-A PG70-22	280.00
0508-6001	SY	CONSTRUCTING DETOURS	1,570.00
0512-6033	LF	PORT CTB (MOVE) (LOW PROF) (TY 1)	410.00
0512-6034	LF	PORT CTB (MOVE) (LOW PROF) (TY 2)	40.00
0636-6002	SF	ALUMINUM SIGNS (TY G)	19.00
0672-6007	EA	REFL PAV MRKR TY I-C	40.00
6038-6004	LF	MULTIPOLYMER PAV MRK (W) (6") (SLD)	1,910.00
6038-6013	LF	MULTIPOLYMER PAV MRK (W) (24") (SLD)	12.00
6038-6017	LF	MULTIPOLYMER PAV MRK (Y) (6") (SLD)	1,150.00



MATCH LINE STA 9+23.37

MATCH LINE STA 21253+00

NOTES:

- ADVANCE WARNING SIGNS SHALL REMAIN IN PLACE FOR THE SPECIFIED CONSTRUCTION. CONTRACTOR MUST COORDINATE TCP SIGNS WITH ADJACENT PROJECT CONSTRUCTION. SEE SHEET "ADVANCED WARNING SIGNS."
- TEMPORARY RELOCATION AND INSTALLATION OF ROADSIDE SIGNS FOR TRAFFIC CONTROL DURING CONSTRUCTION WILL NOT BE PAID DIRECTLY BUT WILL BE SUBSIDIARY TO VARIOUS PAY ITEMS.
- INSTALLATION, REMOVAL OR BACKFILL OF THE TEMP DRAINAGE PIPE WILL NOT BE PAID DIRECTLY BUT WILL BE SUBSIDIARY TO VARIOUS PAY ITEMS.
- CONTRACTOR SHALL MAINTAIN CONTINUOUS FLOW BETWEEN EXISTING AND PROPOSED DRAINAGE AT ALL TIMES. PROPER MEASURES MUST BE TAKEN TO ENSURE THAT FLOW DOES NOT CAUSE EROSION AROUND CULVERT INSTALLATION.
- DEWATERING MEASURES MUST BE DONE IMMEDIATELY IF WATER FILLS ANY TRENCH OR EXCAVATION.
- MAINTAIN ACCESS TO ALL DRIVEWAYS DURING ALL PHASES OF CONSTRUCTION.
- EXISTING SIGNS WILL REMAIN UNLESS THEY ARE IN CONFLICT WITH SIGN SHOWN IN PLAN OR AS DIRECTED BY ENGINEER.
- EXISTING DRAINAGE TO BE MAINTAINED DURING CONSTRUCTION PHASES UNLESS PROPOSED DRAINAGE MUST BE BUILT IN THAT PHASE. CONTRACTOR TO MAINTAIN PROPER DRAINAGE DURING ALL CONSTRUCTION PHASES.
- PROPOSED DRAINAGE TO BE BUILT WITHIN PAVEMENT AND DITCH AREAS TO BE BUILT WITHIN EACH PHASE AS SHOWN IN TCP PLANS.
- SEE SHEET "TRAFFIC CONTROL PLAN LEGEND" FOR SIGN DETAILS.
- EXISTING TRAFFIC CONTROL PLACED IN A PREVIOUS PHASE.
- TRAFFIC CONTROL MEASURES TO BE PLACED PRIOR TO OPENING RAMP TO TRAFFIC.

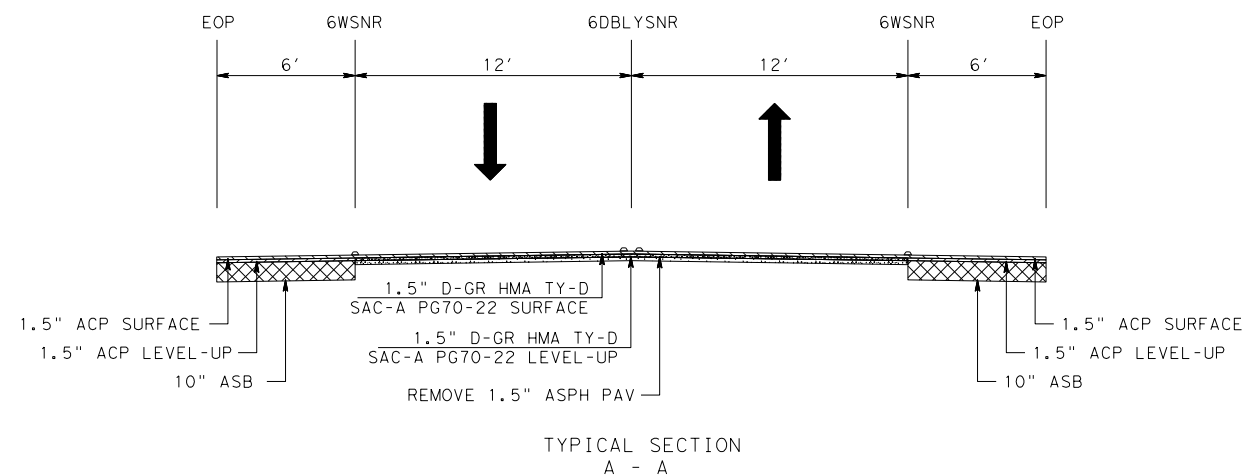


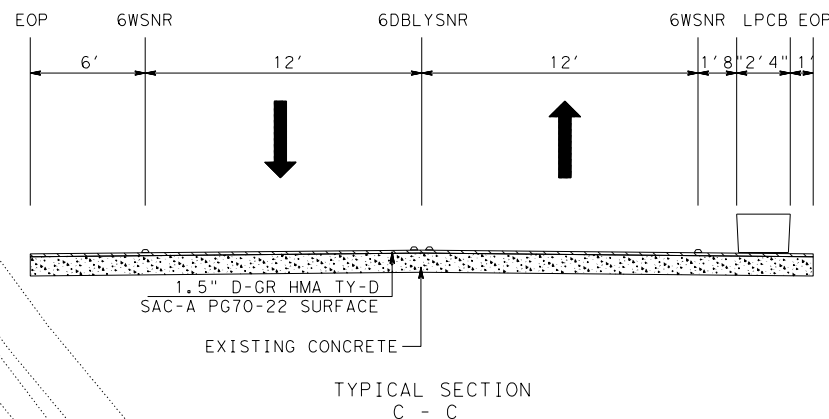
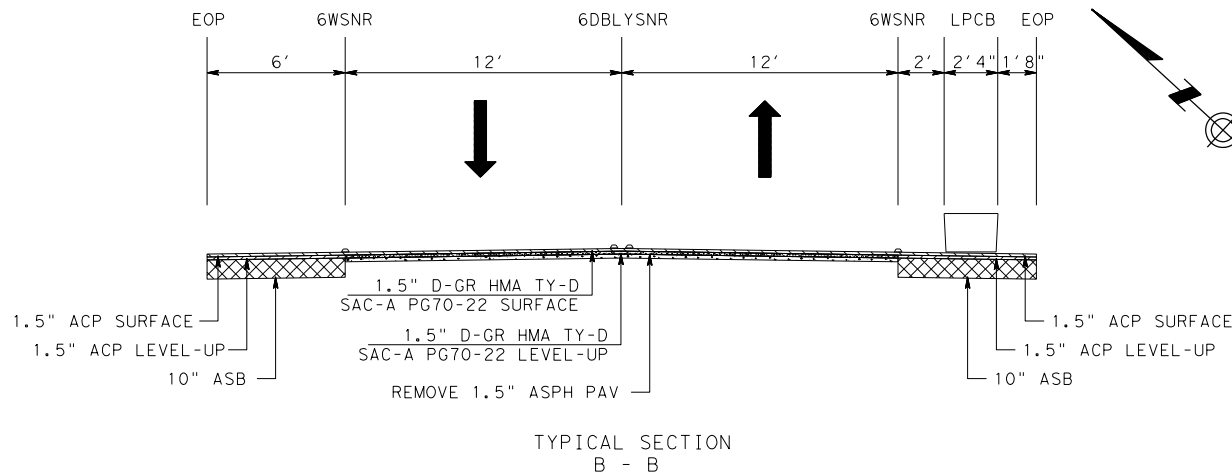
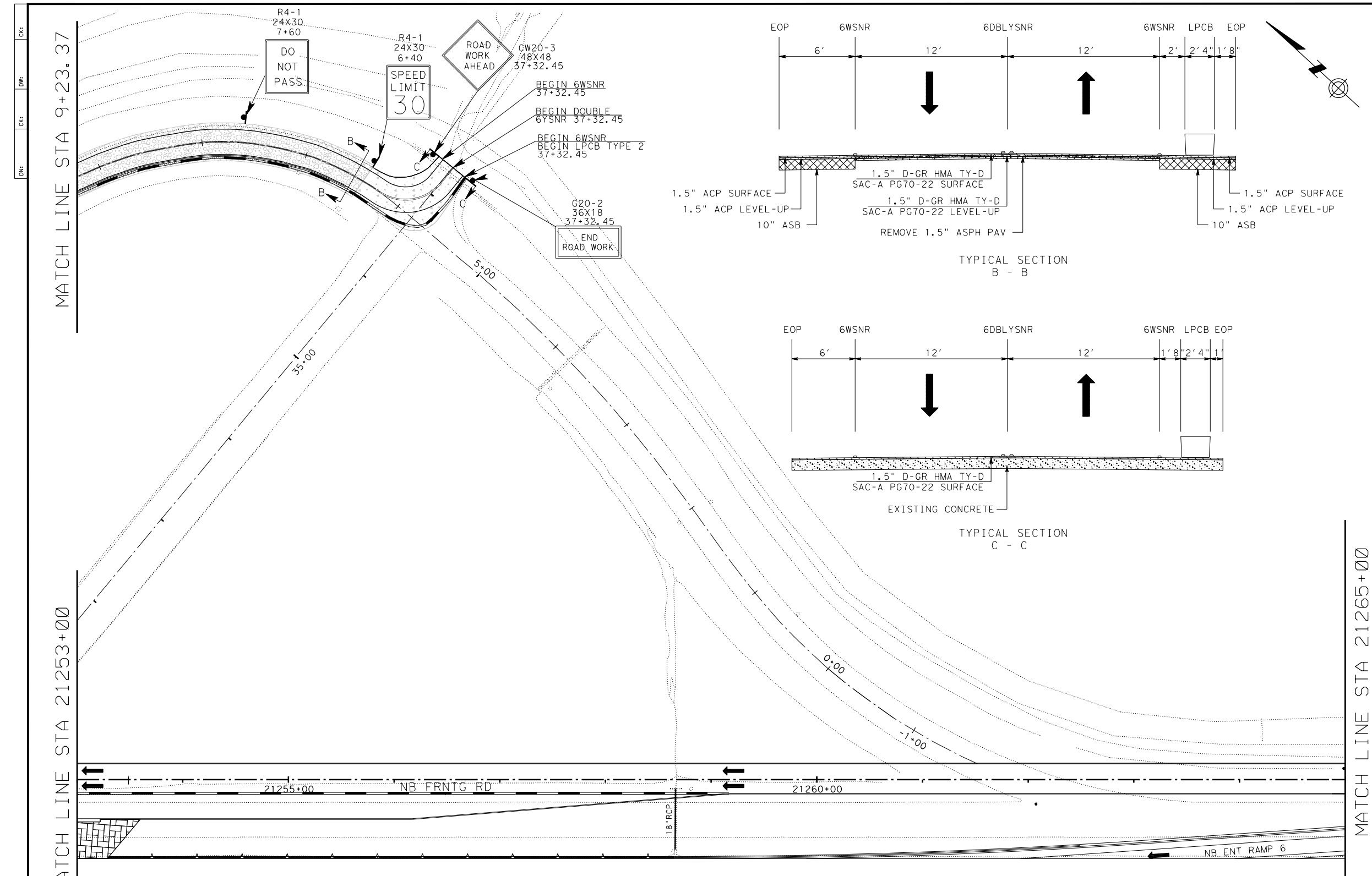
FIGURE 5-1:

IH 45  
HOLLAND RD BELL  
FOR INGRESS/EGRESS  
FOR HOLLAND RD  
EXTENSION



SCALE: 1"=100'		SHEET 1 OF 2	
CONT	SECT	JOB	HIGHWAY
0500	04	106	IH 45
DIST	COUNTY		SHEET NO.
HOU	GALVESTON		2601





- NOTES:
- ADVANCE WARNING SIGNS SHALL REMAIN IN PLACE FOR THE SPECIFIED CONSTRUCTION. CONTRACTOR MUST COORDINATE TCP SIGNS WITH ADJACENT PROJECT CONSTRUCTION. SEE SHEET "ADVANCED WARNING SIGNS."
  - TEMPORARY RELOCATION AND INSTALLATION OF ROADSIDE SIGNS FOR TRAFFIC CONTROL DURING CONSTRUCTION WILL NOT BE PAID DIRECTLY BUT WILL BE SUBSIDIARY TO VARIOUS PAY ITEMS.
  - INSTALLATION, REMOVAL OR BACKFILL OF THE TEMP DRAINAGE PIPE WILL NOT BE PAID DIRECTLY BUT WILL BE SUBSIDIARY TO VARIOUS PAY ITEMS.
  - CONTRACTOR SHALL MAINTAIN CONTINUOUS FLOW BETWEEN EXISTING AND PROPOSED DRAINAGE AT ALL TIMES. PROPER MEASURES MUST BE TAKEN TO ENSURE THAT FLOW DOES NOT CAUSE EROSION AROUND CULVERT INSTALLATION.
  - DEWATERING MEASURES MUST BE DONE IMMEDIATELY IF WATER FILLS ANY TRENCH OR EXCAVATION.
  - MAINTAIN ACCESS TO ALL DRIVEWAYS DURING ALL PHASES OF CONSTRUCTION.
  - EXISTING SIGNS WILL REMAIN UNLESS THEY ARE IN CONFLICT WITH SIGN SHOWN IN PLAN OR AS DIRECTED BY ENGINEER.
  - EXISTING DRAINAGE TO BE MAINTAINED DURING CONSTRUCTION PHASES UNLESS PROPOSED DRAINAGE MUST BE BUILT IN THAT PHASE. CONTRACTOR TO MAINTAIN PROPER DRAINAGE DURING ALL CONSTRUCTION PHASES.
  - PROPOSED DRAINAGE TO BE BUILT WITHIN PAVEMENT AND DITCH AREAS TO BE BUILT WITHIN EACH PHASE AS SHOWN IN TCP PLANS.
  - SEE SHEET "TRAFFIC CONTROL PLAN LEGEND" FOR SIGN DETAILS.
  - EXISTING TRAFFIC CONTROL PLACED IN A PREVIOUS PHASE.
  - TRAFFIC CONTROL MEASURES TO BE PLACED PRIOR TO OPENING RAMP TO TRAFFIC.

1.5" ACP LEVEL UP, 1.5" SURFACE  
10" ASB TO BE PAID AS ITEM 508  
"CONSTRUCTING DETOURS"

REMOVE 1.5" ASPH PAV  
PLACE 1.5" D-GR HMA TY-D SAC-A PG70-22 LEVEL-UP  
PLACE 1.5" D-GR HMA TY-D SAC-A PG70-22 SURFACE

CLEAN EXISTING CONCRETE  
PLACE 1.5" SURFACE

ITEM #	UNIT	DESCRIPTION	QUANTITY
0105-6034	SY	REMOVING STAB BASE AND ASPH PAV (1"-9")	765.00
0341-6041	TON	D-GR HMA TY-D SAC-A PG70-22	140.00
0508-6001	SY	CONSTRUCTING DETOURS	377.00
0512-6033	LF	PORT CTB (MOVE) (LOW PROF) (TY 1)	390.00
0512-6034	LF	PORT CTB (MOVE) (LOW PROF) (TY 2)	20.00
0636-6002	SF	ALUMINUM SIGNS (TY C)	10.00
6038-6004	LF	MULTIPOLYMER PAV MRK (W) (6") (SLD)	770.00
6038-6017	LF	MULTIPOLYMER PAV MRK (Y) (6") (SLD)	770.00

FIGURE 5-2:

IH 45  
HOLLAND RD BELL  
FOR INGRESS/EGRESS  
FOR HOLLAND RD  
EXTENSION



SCALE: 1"=100'

SHEET 2 OF 2

CONT	SECT	JOB	HIGHWAY
0500	04	106	IH 45
DIST	COUNTY		SHEET NO.
HOU	GALVESTON		2602

DATE:  
FILE:



A Conceptual Land Use Plan  
Lago Mar East  
of  
±806.4 Acres  
City of Texas City,  
Galveston County, Texas

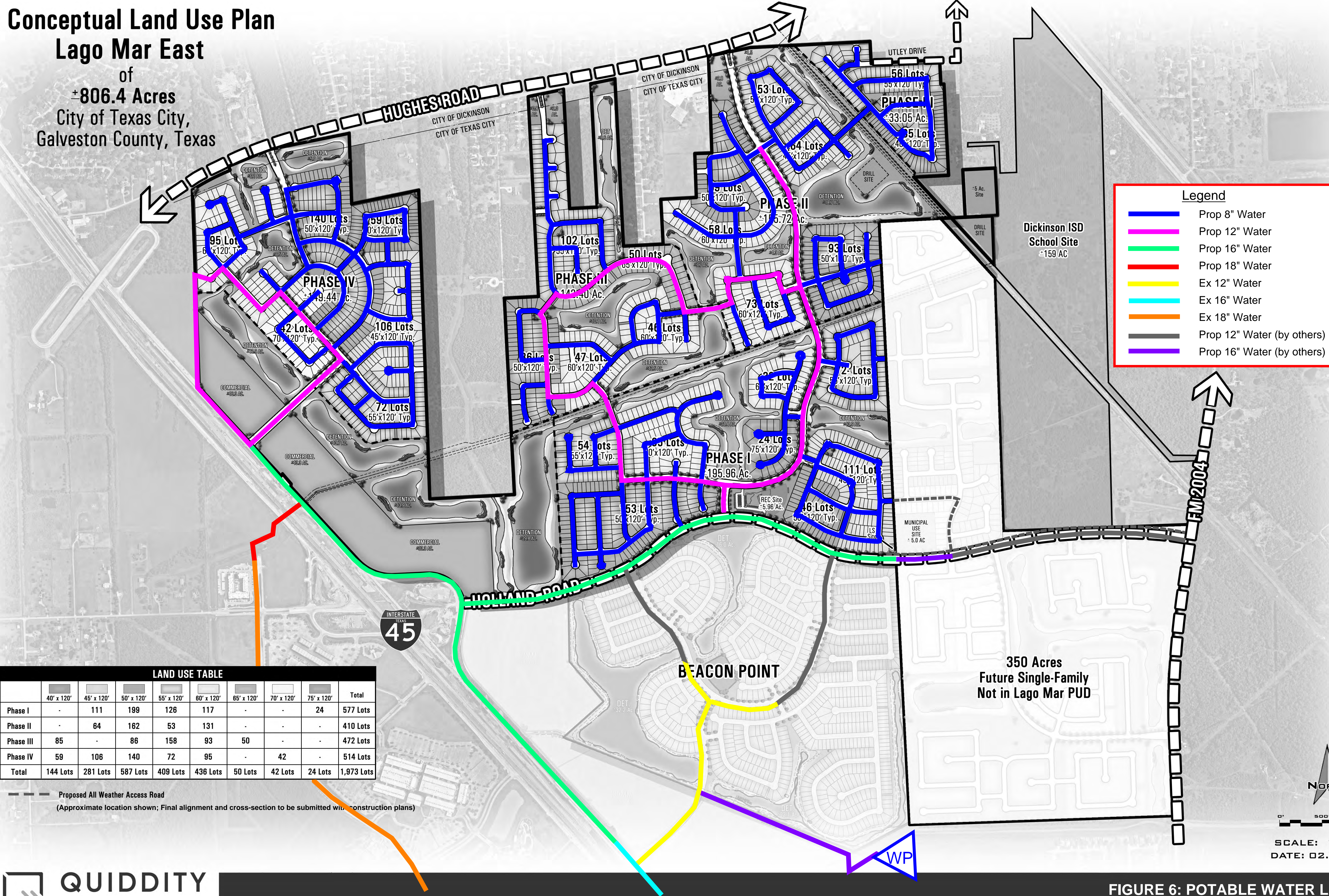


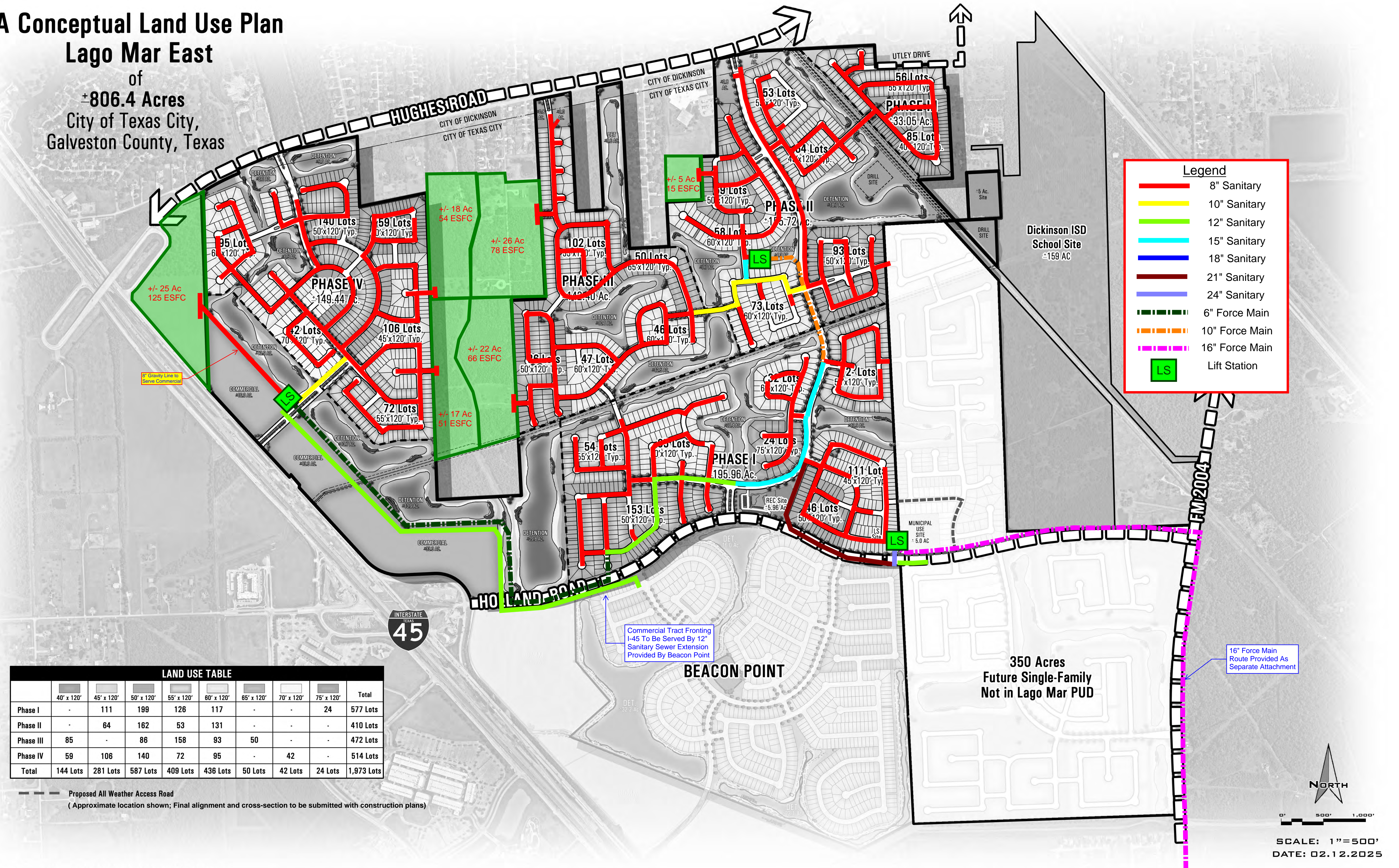
FIGURE 6: POTABLE WATER LAYOUT

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



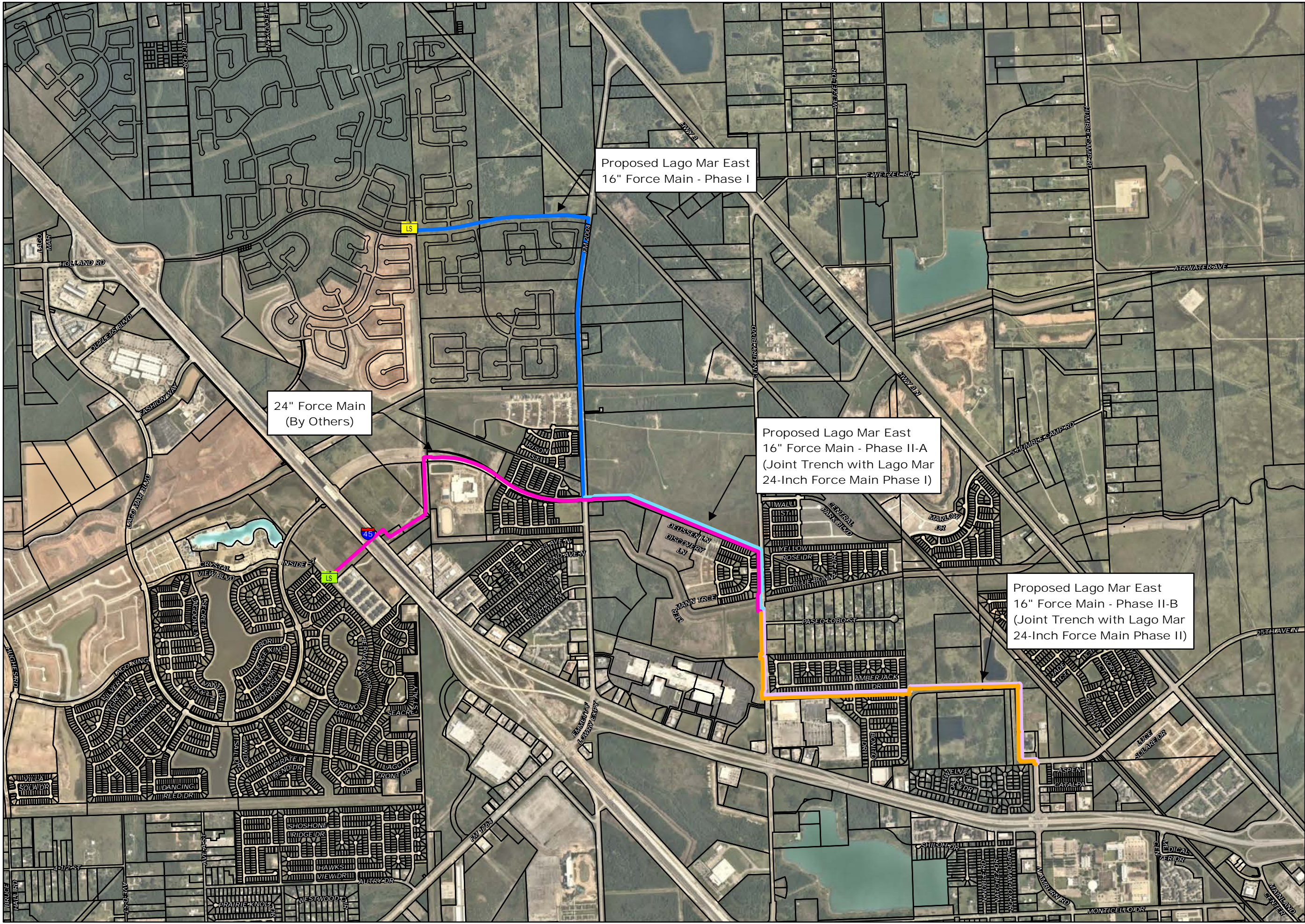
# A Conceptual Land Use Plan Lago Mar East

of  
±806.4 Acres  
City of Texas City,  
Galveston County, Texas



### FIGURE 7: SANITARY SEWER LAYOUT





VICINITY MAP  
1 INCH = 10 MILES

- LEGEND
- Existing Lift Station
  - Proposed Lift Station
  - 24" Force Main - Phase I (By Others)
  - 24" Force Main - Phase II (By Others)
  - 16" Force Main - Phase I
  - 16" Force Main - Phase II-A
  - 16" Force Main - Phase II-B
  - GCAD Parcels

FIGURE 8:  
OVERALL  
FORCE MAIN  
EXHIBIT

LAGO MAR EAST  
GALVESTON COUNTY, TEXAS



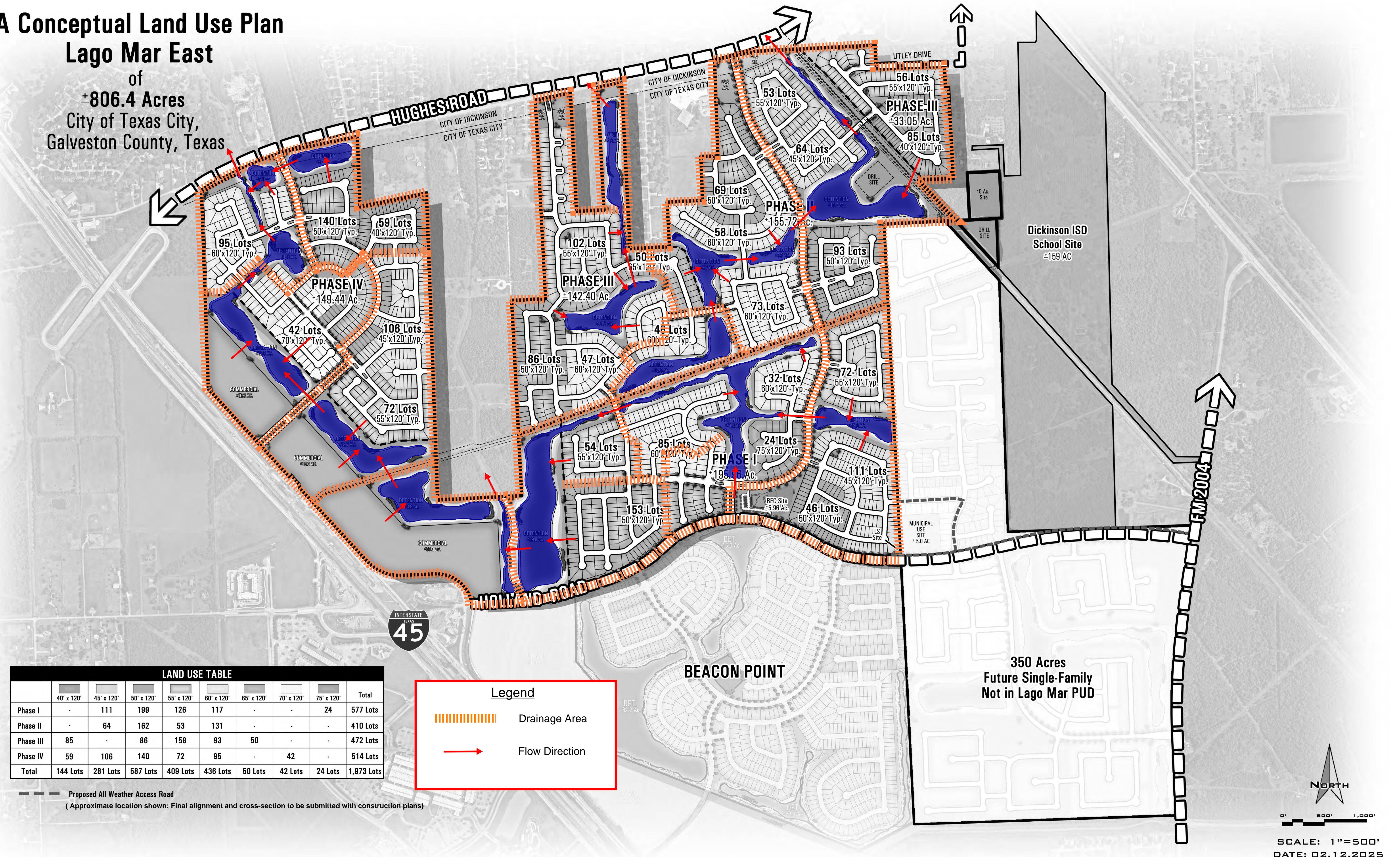
Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Quiddity Engineering concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.





# A Conceptual Land Use Plan Lago Mar East

of  
**+806.4 Acres**  
 City of Texas City,  
 Galveston County, Texas



### FIGURE 9: GENERAL DRAINAGE PLAN

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND NOT A GUARANTEE OF ACCURACY. NO WARRANTIES ARE MADE, EITHER ORAL OR WRITTEN, FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



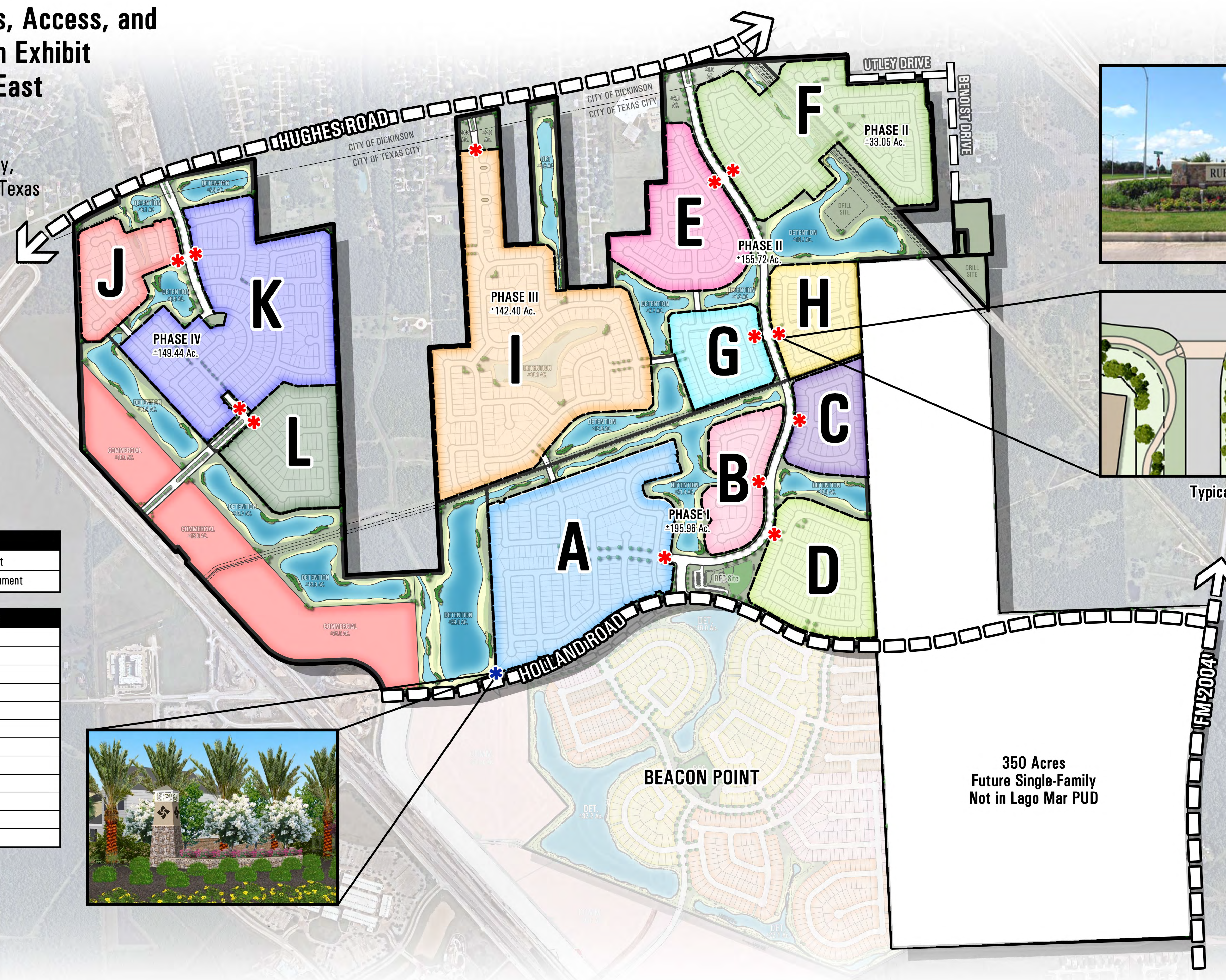
Neighborhood Villages, Access, and Monumentation Exhibit  
Lago Mar East  
of  
±806.4 Acres  
City of Texas City,  
Galveston County, Texas

**Legend**

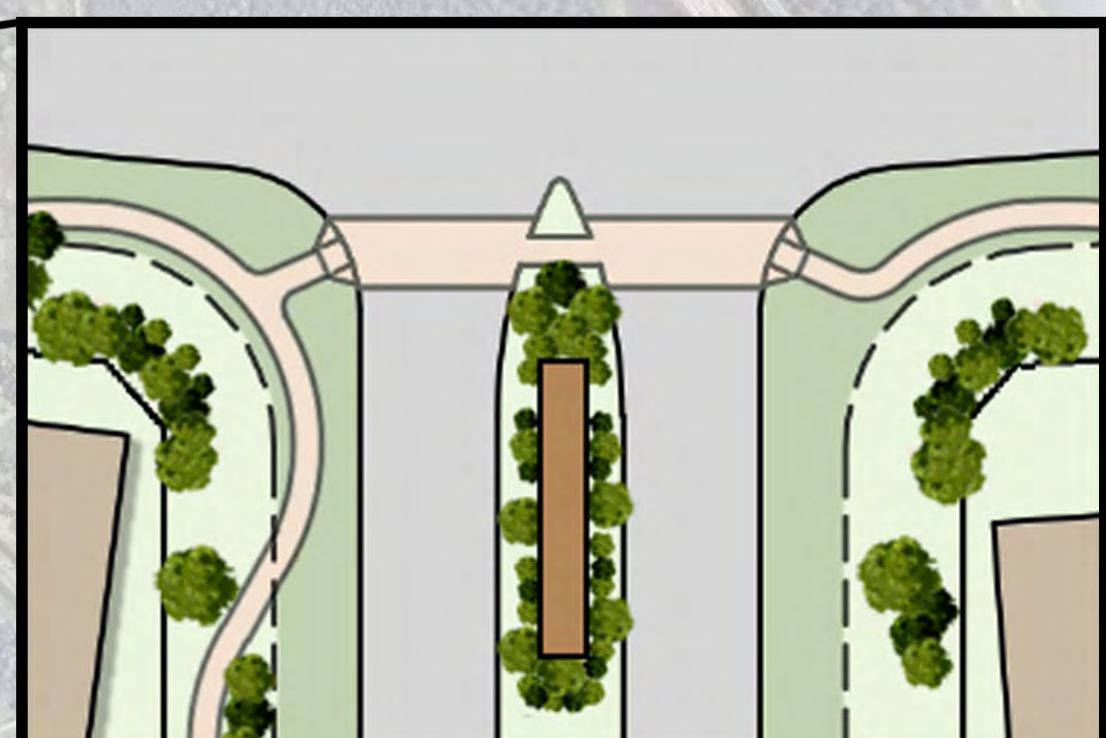
- Entry Monument
- Additional Monument

**Neighborhood Village**

A	Lago Del Sol
B	Lago Crest
C	Lago Grove
D	Lago Manor
E	Lago Palms
F	Lago Oaks
G	Lago Creek
H	Lago Breeze
I	Lago Heights
J	Lago Court
K	Lago Forks
L	Lago Springs



Typical Boulevard Entry



Typical Boulevard Entry/Signs



NORTH

0' 250' 500'

SCALE: 1"=500'

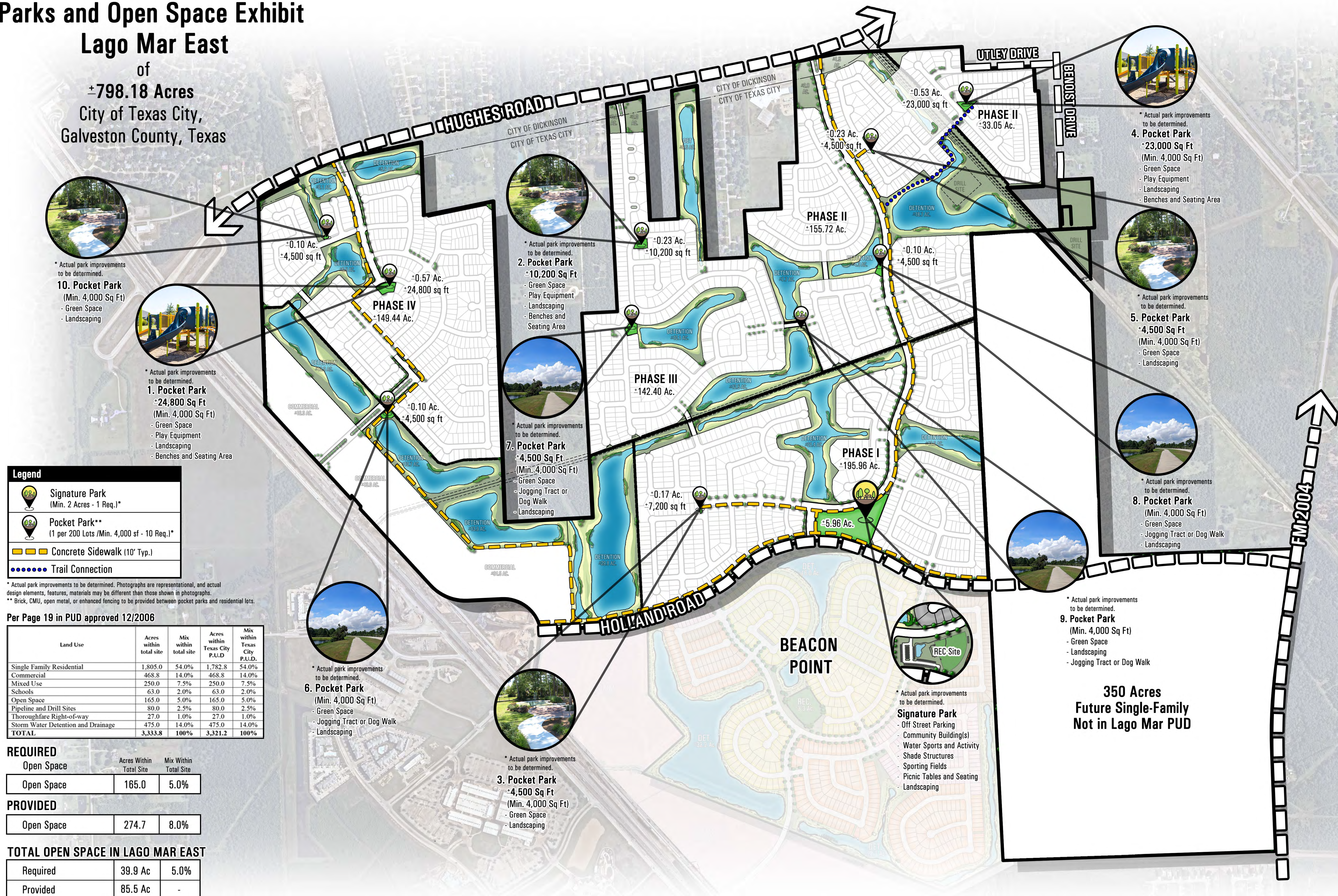
DATE: 02.24.2025



## Parks and Open Space Exhibit

### Lago Mar East

of  
**±798.18 Acres**  
City of Texas City,  
Galveston County, Texas



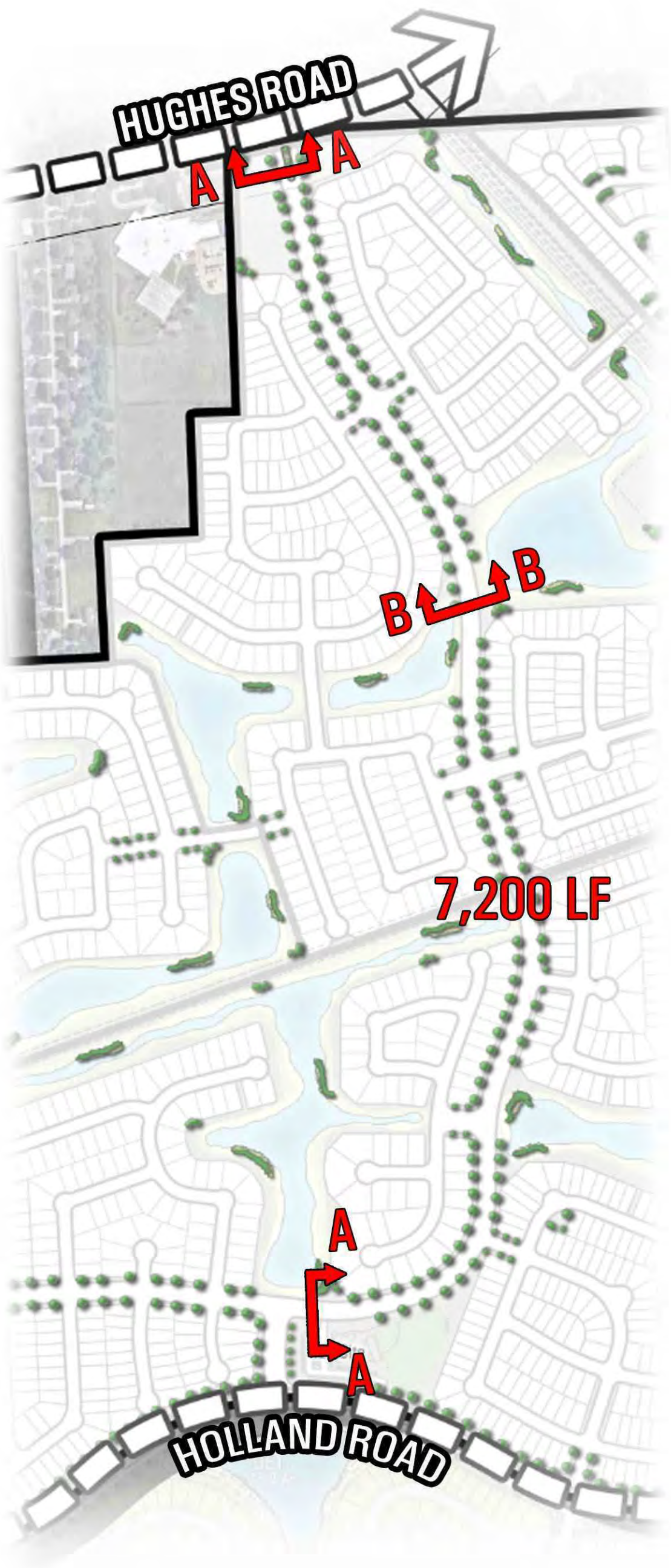
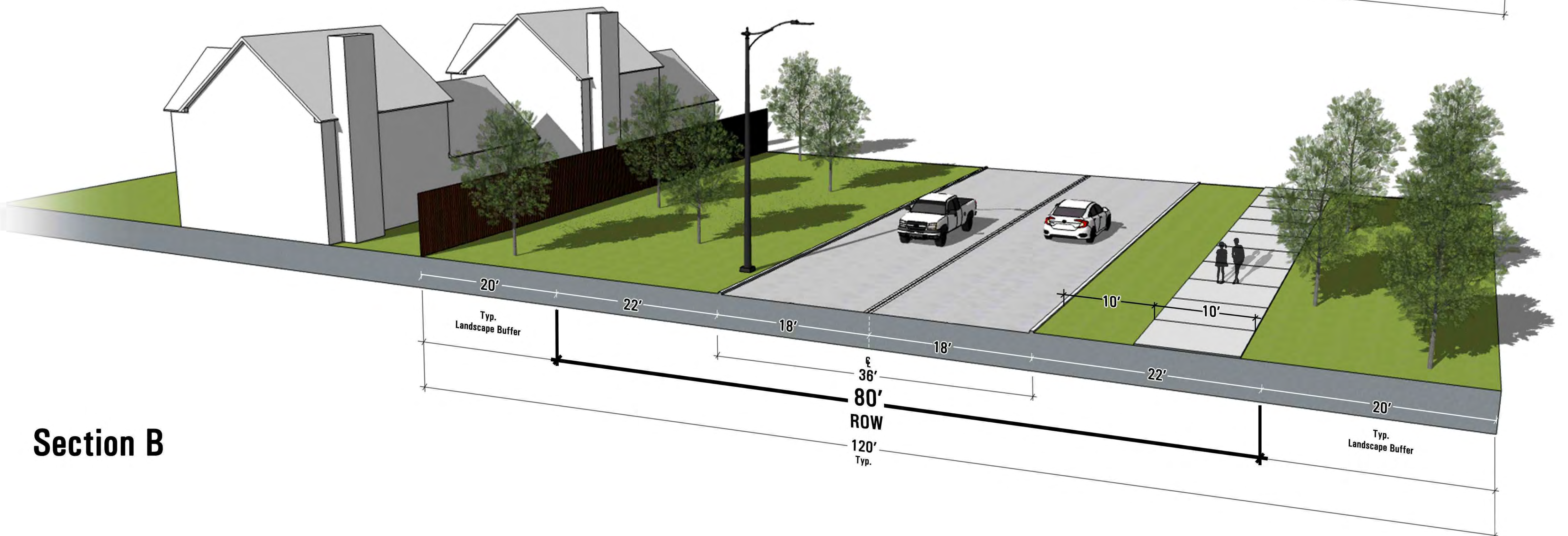
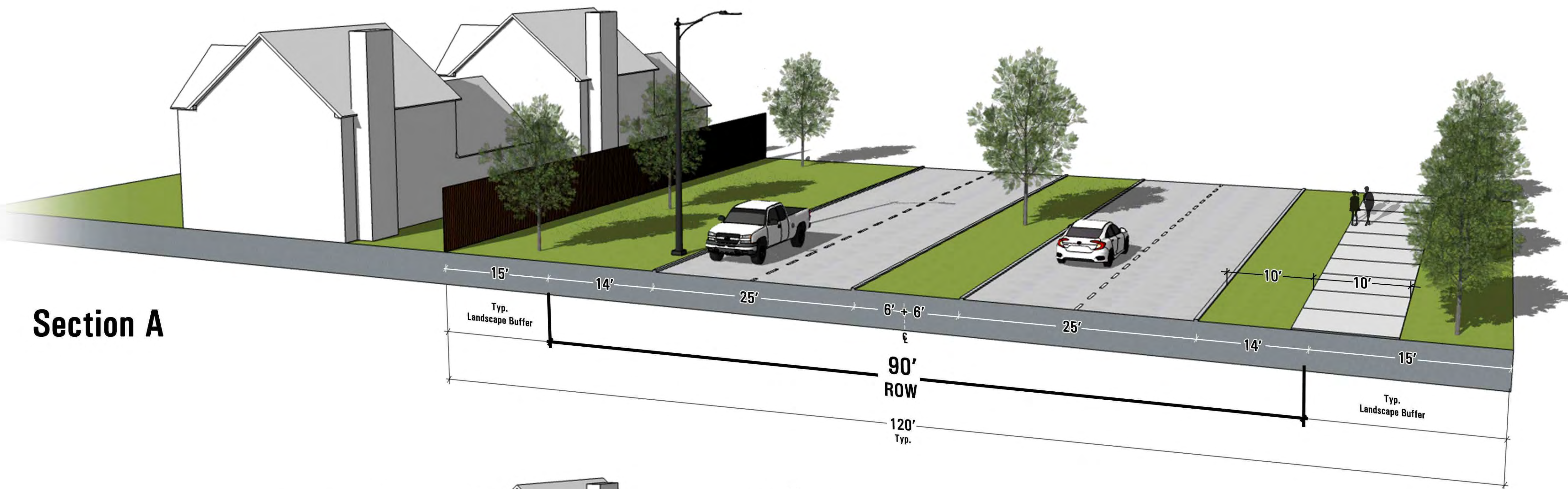
### FIGURE 11: PARKS & OPEN SPACE

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



# Cross Section Alternative

of  
Lago Mar East Collector Street  
City of Texas City,  
Galveston County, Texas

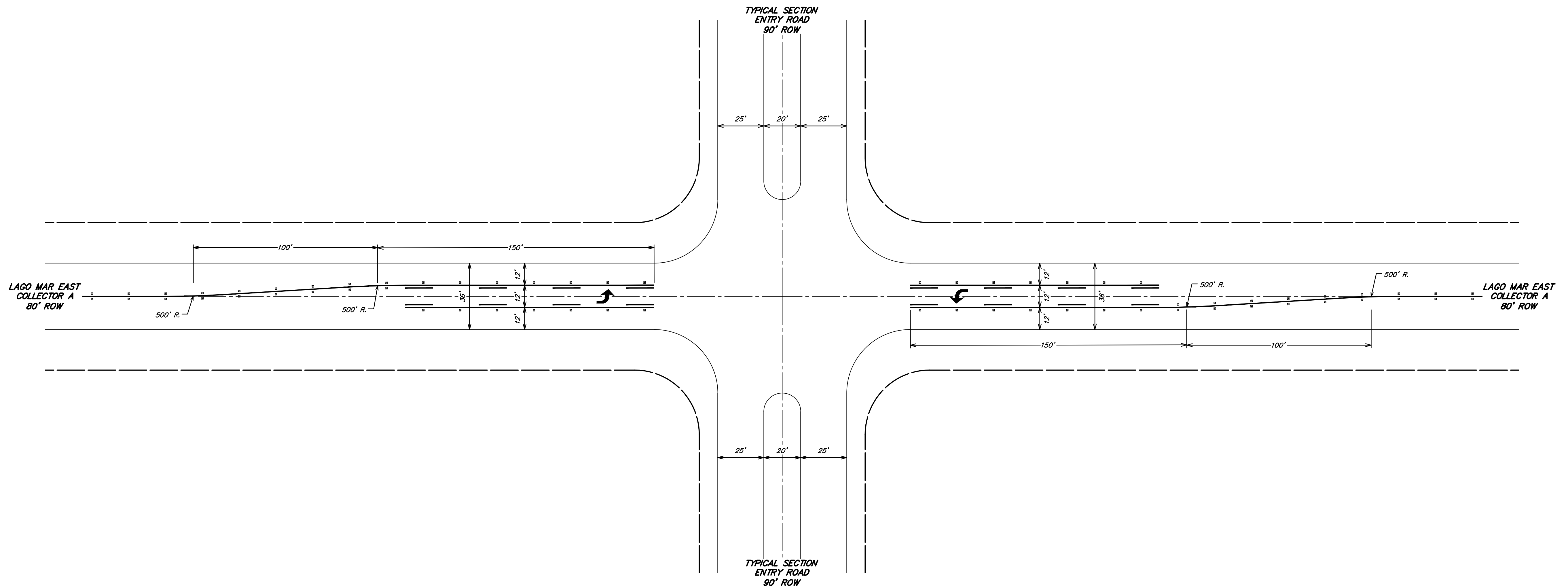


SCALE: NTS  
DATE: 2.11.2025

FIGURE 12-1: COLLECTOR ROAD CROSS SECTION

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.





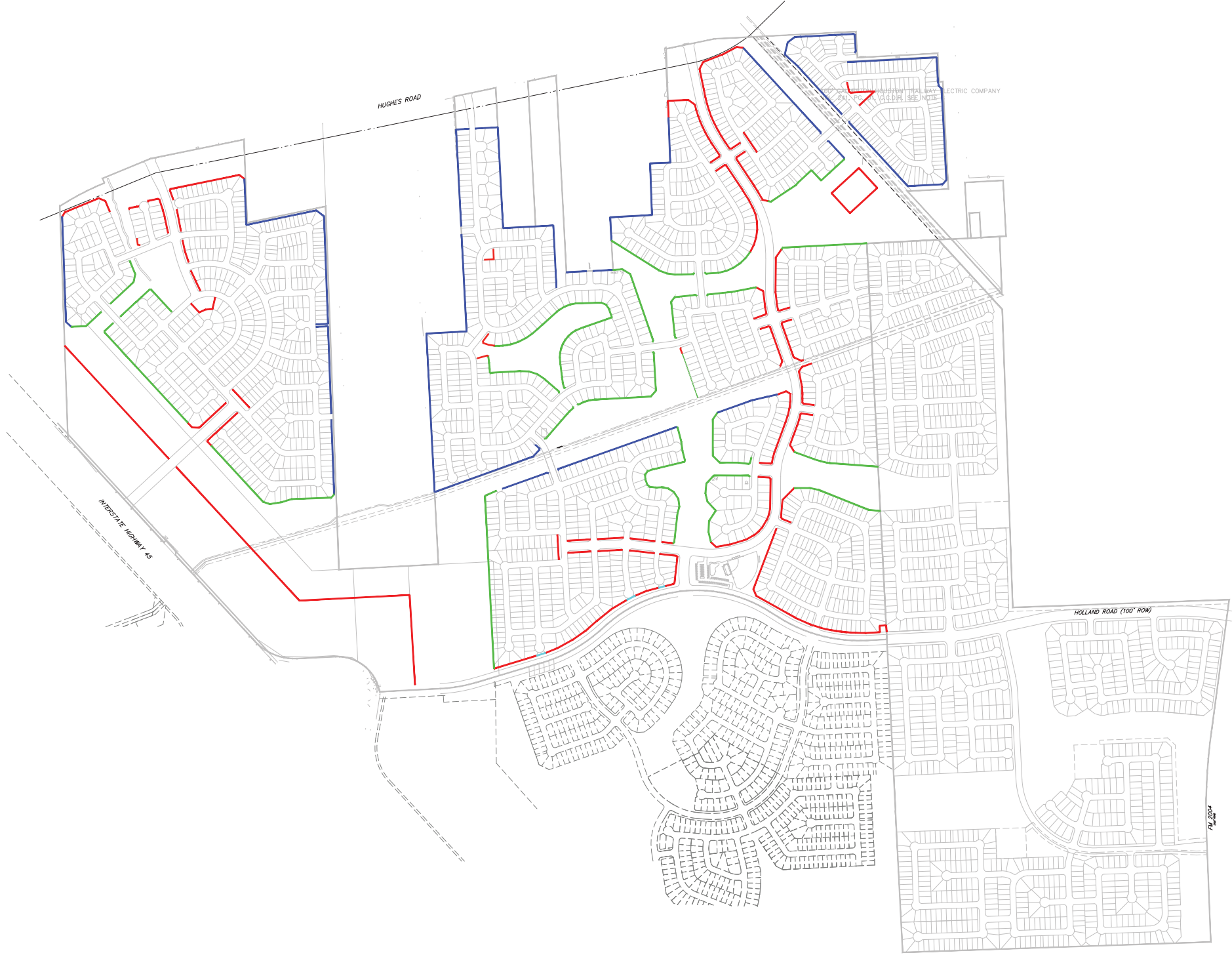
**FIGURE 12-2**  
**TYPICAL LEFT-TURN**  
**LANE STRIPING**  
**LAGO MAR EAST COLLECTOR A**  
**TEXAS CITY, GALVESTON COUNTY, TEXAS**

FEBRUARY 2025





Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290  
 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337




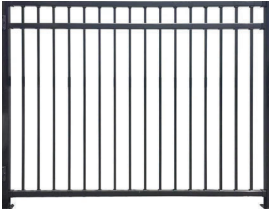


6' BRICK FENCE





THOROUGHFARES, COLLECTORS, COMMERCIAL TRACTS, AND ALL PARKS

6' TUBULAR STEEL FENCE



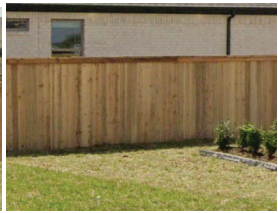

BACK OF LOTS ADJACENT TO DETENTION PONDS (BY BUILDER)

6' TUBULAR STEEL FENCE



AT CUL-DE-SAC AND ROW

6' UPGRADED WOOD FENCE







WASHINGTON PALM



PINDO PALM



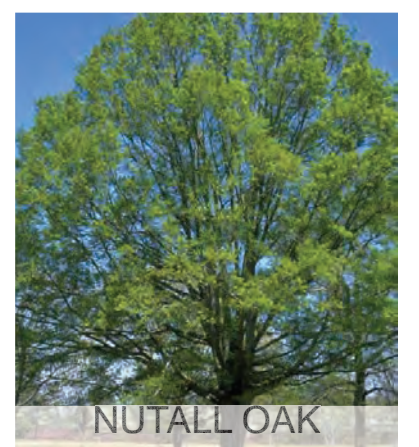
RED MAPLE



LIVE OAK



MEXICAN SYCAMORE



NUTALL OAK



GRAPE MYRTLE



BALD CYPRESS



LACEBARK ELM



WAX MYRTLE



VITEX



NEW GOLD LANTANA

SANDY LEAF FIG



HUMILIS



DWARF PALMETTO



SHELL GINGER



OLEANDER



COPPERTONE



DWARF YAUPON



KNOCKOUT ROSE



RUSSELLIA



DRIFT ROSE



SALVIA



CASSIAN GRASS



PLUMBAGO



SPIDER LILY



VAR. FLAX LILY



FOXTAIL FERN



BUTTERFLY IRIS





FIGURE 15: PARK AMENITY CONCEPTUAL IMAGERY



## STAFF REPORT

TO: Planning Board – Regular Meeting May 19, 2025

From: Kim Golden, P.E., City Engineer

CC: Doug Kneupper, P.E., Consulting Engineer

Date: May 17, 2025

RE: Lago Mar East Subdivision - Master Plan and Addendum to Development Agreement

**Background:** The applicant is Quiddity Engineering on behalf of the Owner, Glenmont Development, and the Developer, 545 Lago Mar East Development, Ltd. The application presents a subdivision master plan for the development of 1,973 single family lots of mixed sizes and 62.9 acres of commercial/retail development. The project is located in and subject to the Lago Mar PUD and to the Development Agreement dated October 19, 2005, between the City of Texas City, TX and Land Tejas Companies, Ltd. Land Tejas Companies is the predecessor in interest to the developer, 545 Lago Mar East Development.

**Requested Action:** Conditional approval of a subdivision master plan for the Lago Mar East Subdivision, a 1,167-acre development which proposes to develop 1,973 single family lots and 62.9 acres of commercial development in four phases. Applicant seeks conditional approval of the Master Plan to allow it to move forward with development of Phase I. The proposed conditions stated in Exhibit A to a proposed Assignment and Addendum to the Development Agreement are acceptable to the Developer, with an understanding that the conditions may be revised with the agreement of Texas City as outstanding concerns and issues are resolved.

**Existing Conditions:** The subject location is situated east of the I-45 Gulf Freeway and adjacent to the frontage road. It is south of Hughes Rd and north of the future projection of the east extension of Holland Road. The construction of Holland Rd east extension is necessary to provide access to Phase I of the master plan.

The subject property is located in the Lago Mar PUD and in the Lago Mar TIRZ. It will be annexed into GCMUD 58 upon activation of the MUD and execution of a utility service agreement with Texas City.

**Staff Analysis:** The project lies within the limits of the Lago Mar PUD, a master-planned residential development that will ultimately contain approximately 4,000 lots. This is the second master plan presented for approval on the east side of the development, Beacon Point at Lago Mar being the first. A revised Master Plan for the remaining portions of Lago Mar residential was approved by the City on August 19, 2020. Under this zoning designation a variety of lot sizes can be arranged along with amenities such as landscaped entryways, parks, and open spaces. The proposed



master plan for Lago Mar East is largely compliant with the requirements of the approved PUD.

The land plan in the Master Plan proposes to develop a variety of lot sizes as shown in the table below. The lot mix for Phase I development is also shown in the table.

Lot width	40ft	45t	50ft	60ft	65ft	70ft	75ft	Totals
Total # of lots	144	281	587	436	50	42	24	1973
% of lots	7.3%	14.2%	29.8%	22.1%	2.5%	2.1%	1.2%	100%
Phase I lots		111	199	126	117		24	577
% of lots		19.2%	34.5%	21.8%	20.3%		4.2%	100%

An important component to a viable residential development is providing parks and meaningful open spaces. The Lago Mar PUD requires "resort quality" park amenities. The parks shown are of adequate size and located somewhat central to the development. The parks should be introduced to the subdivision relatively early, and the features and amenities provided in each park identified with specificity. Park and amenity design and designation should pace the platting and development of the residential lots to ensure timely implementation.

The approved PUD and Development Agreement includes the project location within the boundary of the Homeowner's Association that is responsible for maintenance of parks and common areas throughout the Lago Mar PUD. The HOA document includes strong language regarding the HOA's ability to keep the subdivision clean, attractive, and sustainable by abating nuisance and property maintenance type issues.

Roadway access into the subdivision for Phase I (577 lots) is currently planned to be from the I-45 Gulf Freeway via an east extension of Holland Rd. Development and cost of Holland Rd construction will be at developer's cost and shared with the developer of Beacon Point at Lago Mar through the MUD districts. The MUD boundary line is the centerline of the Holland Rd east extension.

Temporary and permanent connection of the Holland Rd extension to the I-45 Gulf Freeway is being negotiated with TxDOT. The TxDOT contractor for the I-45 Gulf Freeway Expansion Project (Williams Brothers) has exclusive use of the jughandle/bell curve which previously connected to the Holland Rd bridge over the I-45 Gulf Freeway.



The bridge has been removed and replaced with an underpass which connects Holland Rd to the north bound frontage road at a T-intersection. Developer is negotiating temporary access through reconstruction of a portion of the jughandle with TxDOT. Plans have been prepared for the reconstruction and processed through TxDOT approval process. An agreement has not yet been reached for temporary access to the I-45 Gulf Freeway through the jughandle/bell curve. **Reconstruction of the jughandle/bell curve to provide temporary access until a permanent connection to the I-45 Gulf Freeway is a recommended condition to approval of the Master Plan.**

The Gulf Freeway Expansion project does not include the construction of an east approach or connection of Holland Rd to the I-45 Gulf Freeway. Plans have been prepared to add the construction of the east approach to the TxDOT project as a change order. The change order has not yet been approved. A recent change in personnel at the TxDOT Houston District office is impacting the change order process. At this time, it is unknown whether or when TxDOT will add the construction of an east approach for Holland Rd to the Gulf Freeway expansion project. **Construction of such an east approach for Holland Rd to connect to the I-45 Gulf Freeway to provide permanent access is a recommended condition to approval of the Master Plan.**

A second independent point of access will be required for the full build out of the 557 lots in Phase I. Permanent alternatives are the construction of the spine road to connect with Hughes Rd and the east extension of Holland Rd to connect with FM 2004. Developer anticipates those connections will not be made during the Phase I development and has proposed a temporary secondary access point to Holland Rd through the landscape reserve at a proposed cul-de-sac. The temporary access would be removed and built out as a landscape reserve upon completion of one of the proposed permanent connections.

The traffic impact analysis indicates the entry intersection at Holland Rd, and connecting intersections at Hughes Rd and FM 2004 will warrant installation of traffic signals as the area develops. Developer has agreed to provide a pro-rata portion of 25% of the estimated cost at the time of construction based upon the calculated traffic impact of the development. This commitment is one of the conditions to be memorialized in an exhibit to the agreed form for Assignment and Addendum of the Development Agreement. Developer will also provide updates to the TIA as the following connections are made: (1) connection of the spine road to Hughes Rd., (2) connection of Holland Rd to FM 2004, (3) completion of the extension and connection of Holland Rd to the I-45 Gulf Freeway in TxDOT Right of way, and (4) removal of the jughandle as a temporary connection from Holland Rd to the I-45 Gulf Freeway.

Street layout in phases II, III and IV is preliminary and may be adjusted as the roadway designs are finalized. Additional connections for existing roadways such as Utley Drive and Benoist Drive may be required. If such connection is required, the physical conditions of Utley Drive and Benoist Drive will be evaluated at the time and the



Developer shall be responsible for offsite improvements in accordance with Texas City policies. It is anticipated that some pavement repair and resurfacing will be required.

Water and sewer facilities must be extended to serve the project. Water service will extend along and from the I-45 Frontage via the east extension of Holland Rd. Off-site water improvements will include completing loops to connect to the existing water plant near the southeast corner of Beacon Point. Completion of an 18-inch connection under I-45 will also be made to loop with the water supply on the west side of I-45. The extension of sewer facilities will include the construction of at least three lift stations and the extension of force mains as necessary to connect with the existing collection system. Construction of sections of the offsite force main have been coordinated with the city project which is extending the 24-inch force main to serve Lago Mar. Developer has contributed funds to such project for the purpose of including sections of the 16-inch force main offsite improvements. Construction of the primary lift station and force main shall be completed in Phase I with dedication of off-site easements by developer-controlled affiliate.

Galveston County Drainage District No. 1 has reviewed and approved a preliminary drainage study for the purpose of allowing Phase I of the development to proceed. Additional drainage review and planning will be required as a condition for proceeding with the development of Phases II, III and IV. Additionally, an existing temporary syphon in Drainage Ditch 6 requires an upgrade and permanent solution. Developer has agreed to the conditions for the upgrade and permanent solution contained in the Assignment and Addendum to Development Agreement.

**Recommendation:** The Planning Board's role is to review and make a recommendation concerning approval of the proposed Masterplan. The Planning Board's recommendation will be presented to the City Commission which will approve, deny, or approve with modifications. The Masterplan provides the pathway for the developer to move forward with the project and submit preliminary plats, final plats, and construction plans for developing the residential sections.

As noted in the analysis, a number of issues and concerns remain in the process of negotiation and resolution with third parties relating to development of Phases II, III and IV. However, subject to resolution of the access issues with TxDOT, most of the concerns have been resolved as to Phase I. To induce Texas City to allow Phase I development to proceed, Developer has agreed to the conditions enumerated in the Assignment and Addendum to the Development Agreement. **Staff have no objection to approval of the Master Plan subject to approval of the Assignment and Addendum to the Development Agreement and conditions contained therein.**



**ASSIGNMENT OF AND ADDENDUM TO  
DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT OF AND ADDENDUM TO DEVELOPMENT AGREEMENT ("Assignment and Addendum") is executed and effective on \_\_\_\_\_, 2025, by and between LAND TEJAS COMPANIES, LTD., a Texas limited partnership ("Assignor") and 545 LAGO MAR EAST DEVELOPMENT, LTD., a Texas limited partnership ("Assignee"), with the CITY OF TEXAS CITY, TEXAS, joining to agree and acknowledge the additional terms, conditions, rights and obligations set forth herein.

**RECITALS**

A. The CITY OF TEXAS CITY, TEXAS, a home rule municipality located in Galveston County, Texas ("City") and LAND TEJAS COMPANIES, LTD., a Texas limited partnership made and entered into that certain Development Agreement dated October 19, 2005 (the "Development Agreement");

B. The Development Agreement permits the Assignor to assign its rights and responsibilities: (i) to any entity to which substantially all of its assets and its rights to proceed with development of all or a portion of the property are transferred; or (ii) to a Subdeveloper;

C. The Development Agreement defines a "Subdeveloper" to mean a developer within the Property who is developing a portion of the Property other than the Developer (i.e., Assignor);

D. On or about January 9, 2006, Assignee, acquired approximately 545-acres referred to as Lago Mar East (hereinafter the "Property");

E. Assignee has requested and Assignor has agreed to partially assign its rights as set forth in the Development Agreement with respect to and limited to the Property; and

F. Assignee acknowledges that not all of the conditions for approval of the Lago Mar East Master Plan have been met, and that to accommodate its development timeline, Texas City is moving forward with approval of the Lago Mar East Master Plan Phase I upon Developer's representation and commitment that it shall satisfy and complete the conditions enumerated in Exhibit A, and that all Texas City approvals are subject to and conditioned upon completion of said obligations.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:



I. **Assignment and Addendum and Assumption of Agreement.** Assignor hereby partially assigns to Assignee all of its right, title and interest under the Development Agreement with respect to and limited to the Property. Assignees hereby accept such partial assignment and transfer and hereby assumes and agrees to perform all of Assignor's obligations, liabilities and duties under the Development Agreement with respect to the Property and applicable portions thereof.

2. **Special Conditions Addendum.** By executing this Assignment and Addendum, the Developer, 545 LAGO MAR EAST DEVELOPMENT, LTD, hereby agrees to and acknowledges the additional terms, conditions, rights and obligations set forth in the attached **Exhibit A** as the same apply to the development of the Property. Such terms and conditions may be recorded in the real property records of Galveston County, Texas.

3. **Multiple Counterparts.** To facilitate execution, this Assignment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Assignment and Addendum to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

4. **Successors and Assigns.** This Assignment and Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, administrators, successors and assigns.

5. **Further Acts.** Assignor agrees that it will at any time and from time to time do, execute, acknowledge and deliver any and all such further acts, bills of sale, transfers, assignments, assurances, documents, instruments and agreements as the Assignees shall reasonably request to effect the assignment, transfer and assurance unto the Assignees of the Assignor's rights in and to the Development Agreement with respect to the assigned Property.

6. **Governing Law.** This Assignment and Addendum and the rights of the Assignor and Assignees hereunder shall be governed by and construed in accordance with the laws of the State of Texas.

7. **Modification; Entire Agreement.** This Assignment and Addendum shall not be modified, except in writing executed by both parties hereto. This Assignment and



Addendum and the exhibits attached thereto shall constitute the entire agreement of the parties hereto with respect to the Assignment and Addendum and supersedes all prior and contemporaneous conflicting understandings and agreements between the parties with respect to the Development Agreement. Unless specifically modified herein, all other terms and conditions of the Development Agreement remain in full force and effect.

*[Signature pages follow.]*



IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Addendum in multiple copies, each of equal dignity, as of the date first provided above.

**ASSIGNOR:**

**LAND TEJAS COMPANIES, LTD.**

a Texas limited partnership

By: Land Tejas Corporation  
a Texas corporation  
as its general partner

By: \_\_\_\_\_  
Al Brende, President

**ASSIGNEE:**

**545 LAGO MAR EAST**

**DEVELOPMENT, LTD.,**

a Texas limited partnership

By: \_\_\_\_\_  
a \_\_\_\_\_  
its general partner

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



AGREED TO AND ACKNOWLEDGED for purposes of the Assignment and Addendum and the Exhibit A thereto this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF TEXAS CITY**

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

ATTEST:

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

(SEAL)



## Exhibit A

545 Lago Mar East Development, Ltd (Developer) stipulates and agrees that not all of the Texas City conditions for approval of the Lago Mar East Master Plan Phases I, II, III and IV (the Development) have been met. To induce Texas City to accommodate Developer's development timeline, Developer has requested approval and release to move forward with Phase I of the Lago Mar East Master Plan based upon the representations and commitments from 545 Lago Mar East Development, Ltd (Developer) contained in this Exhibit A. Developer covenants to undertake and satisfy all of the conditions enumerated in this Exhibit A. It is agreed Exhibit A shall be binding upon Developer's successors and assigns, including Galveston County Municipal Utility District No. 58 ("GCMUD 58"), and that all Texas City approvals are subject to and conditioned upon completion of said obligations:

- 1) **Jurisdictional consents** - Prior to commencing development of any parts of Phases II, III or IV of the Master Plan, Developer shall obtain concurrence, consent and/or letters of no objection as follows:
  - a) City of Dickinson – connection of the proposed spine road and two other roadway extensions to Hughes Rd and the drainage system connections presented in the Master Plan.
  - b) TxDOT – concurrence in the Traffic Impact Analysis (the "TIA") and recommended improvements or mitigation measures, which improvements or mitigation measures shall be made at Developer's expense. ~~or as~~ If Phases II, III and IV are fully developed before the improvements or mitigation measures are fully constructed, such obligation ~~is~~ may be assigned to GCMUD 58 with written notice to Texas City.
  - c) Galveston County Drainage District No. 1 (GCDD#1) – approval of final drainage improvement plans for Phases II, III and IV.
  - d) In the event any such required consent or concurrence is not given, the Developer shall resubmit a revised Master Plan depicting no proposed improvements within the jurisdiction(s) denying such consent together with a revise TIA and revised DIA based upon such revised Master Plan layout to Texas City for review and approval and processing as an amendment to the Master Plan.
- 2) **Traffic mitigation measures** - Developer shall contribute 25% of the estimated costs for the off-site traffic mitigation measures recommended by the TIA. Such payment shall be made at the time Texas City determines it is necessary to proceed with implementation of the improvements; provided, however, that if Phases II, III



and IV are fully developed before the improvements or mitigation measures are fully constructed the Developer may assign this funding obligation to GCMUD 58 upon written notice to Texas City. Contribution amount and payment shall be based upon updated cost estimate at time of implementation and shall be due within sixty (60) days from written request by Texas City.

- 3) **TIA Updates** - Developer shall update, or, if Phases II, III and IV are fully developed before the improvements or mitigation measures are fully constructed cause GCMUD 58 to update, the Traffic Impact Analysis upon completion of development milestones at the request of Texas City, which updates shall include at least the following: (1) connection of the spine road to Hughes Rd., (2) connection of Holland Rd to FM 2004, (3) completion of the extension and connection of Holland Rd to the I-45 Gulf Freeway in TxDOT Right of way, (4) removal of the jughandle as a temporary connection from Holland Rd to the I-45 Gulf Freeway.
- 4) **Jughandle access and extension of Holland Rd through TxDOT right of way to I45 Gulf Freeway** – Developer acknowledges and stipulates that at the time of execution of this Exhibit A, the site is landlocked and Phase I does not have access to a public street as required by Texas City ordinances except through a TxDOT construction site which is controlled by the TxDOT contractor. Developer is in negotiating with TxDOT to obtain temporary access through the contractor controlled construction site via reconstruction of a previously existing “jughandle” bell curve. Developer is also negotiating with TxDOT to obtain permanent access through construction of a TxDOT approved extension from the I-45 Gulf Freeway through existing TxDOT right of way to connect with the east extension of Holland Rd as shown on the Lago Mar East Master Plan.
  - a. Developer has funded the design of the jughandle access to TxDOT standards. Developer shall be solely responsible for any cost contribution required by TxDOT for construction of the jughandle. Developer acknowledges and accepts the actual construction and acceptance of the jughandle by TxDOT and Texas City is a condition precedent for the final approval of any plats, for the recording of any plats and for the issuance of any building permits in Phase I of the Lago Mar East Subdivision.
  - b. Developer acknowledges access to Holland Rd through the “jughandle” in TxDOT right of way is temporary pending extension and direct connection of Holland Rd to the Gulf Freeway by TxDOT as part of the Gulf Freeway expansion project. The Texas City Economic Development Corporation has funded the design of the direct connection of Holland Rd to TxDOT standards. Complete construction plans have been provided to TxDOT for incorporation by change order into the I45 Gulf Freeway expansion project.



The timing for the TxDOT extension is controlled by the location of the contractor's batch plant. Also, neither TxDOT nor Texas City have confirmed any obligation to fund the construction cost. To induce Texas City to move forward with approval of the Lago Mar East Master Plan and the development of Phase I, Developer hereby agrees to be solely responsible for any cost contribution required by TxDOT for construction of the permanent connection of Holland Rd east extension to the I45 Gulf Freeway. This obligation to fund the cost of the improvements and all connections to infrastructure including water, sewer, drainage and detention in the I45 Gulf Freeway right of way may be assigned to one or more active MUDs provided such districts can be shown to have the financial capacity necessary to make the funding contributions directly to TxDOT.

- c. Developer acknowledges the jughandle is not adequate for the entire buildout of any phase of the Lago Mar East Master Plan. The parties will continue to monitor TxDOT progress and make adjustments as access conditions improve.
  - d. Developer stipulates it will not object to closing and/or removal of the jughandle upon completion and connection of the extension of Holland Rd as an east approach to the I45 Gulf Freeway by TxDOT.
- 5) **Second independent point of access for Phase I** – The 557 lots of Phase I require a second independent point of access. The extension of the Holland Rd thoroughfare to FM 2004 is intended to be one of the alternate independent points of access for the Master Plan, as well as the un-named spine road connection from Holland Rd to Hughes Rd. It is anticipated that neither of these connections will be completed as part of Phase I. For purposes of proceeding with Phase I of the Master Plan, a second independent point of access will be provided by a temporary connection to Holland Rd through a planned cul-de-sac located west of the primary entrance into the Development. This connection will be used as a secondary access until the spine road is connected from Holland Rd to Hughes Rd during construction of Phase II. The temporary connection will be located in a temporary access easement through a planned landscape reserve adjacent to Holland Rd. It is understood that this temporary connection will have the same design requirements as any other local street in the Development and will be dedicated to the public for use as a street. Building permits will not be requested or released for any lots immediately adjacent to the temporary connection until the temporary connection is no longer required as an independent point of access. When the temporary connection is no longer required, the connection to Holland Rd will be removed by Developer and the temporary access easement will be abandoned and



a permanent cul-de-sac installed per approved plans. Building permits will be released for lots adjacent to the permanent cul-de-sac after it is installed, inspected and accepted by the City. The Developer will complete the extension of the spine road from Holland Rd to Hughes Road with the commencement of Phase II.

- 6) **Dedication of right of way and extension of Holland Road to FM 2004** – Developer shall facilitate the dedication of right of way for the extension of the Holland Rd thoroughfare from the east boundary of Lago Mar East to FM 2004 as an independent access for the development of Phases II, III and IV. Timing for Developer’s construction of the thoroughfare extension may be coordinated with the development of Phases II, III and IV and the development of the 350-acre adjacent tract. Neither the obligation to dedicate the right of way nor the obligation to build the connector shall be conditioned upon annexation of the 350-acre adjacent tract into the Lago Mar PUD.
- 7) **Lift station and offsite force main** - Primary lift station and force main to be completed in Phase I with dedication of offsite easement by developer-controlled affiliate.
- 8) **Roadway layout - Spine Rd collector** - The agreed cross section for the spine road collector shall be 120 ft comprised of an 80ft right of way with a 20ft landscape reserve on each side and 10ft wide concrete multiuse path to be constructed within the right of way. The multiuse path shall connect to the signature park. Developer may elect for the constructed cross section may to be an undivided collector with 36ft minimum pavement width to include striped left turn lanes at intersections with cross streets. The cross streets shall have divided boulevard entries with identifying signage for each neighborhood/village. The spine road may be constructed in two phases with a paved turnaround to be installed and maintained by Developer at the north terminus of the first phase. The spine road shall be constructed and connected through to Hughes Rd no later than the completion of development of Phase II of the approved Master Plan.
- 9) **Roadway layout – connection and offsite improvements to Utley Drive and Benoist Drive** – The 141 proposed lots in the northeast corner of Phase II will require a second access point which may be satisfied by connection with Utley Drive. If such connection is required, the physical conditions of Utley Drive and Benoist Drive will be evaluated at the time and the Developer shall be responsible for offsite improvements in accordance with Texas City policies. It is anticipated that some pavement repair and resurfacing will be required.
- 10) **Existing temporary syphon on Ditch 12** – Galveston County Drainage District No. 1 (“GCDD#1”) and Galveston County Municipal Utility District No. 54 (“GCMUD 54”)



have entered into that certain Interlocal Agreement dated June 1, 2014, governing improvements to Ditch 12 adjacent to the boundaries of Phase 1. The Developer acknowledges that, under the Interlocal Agreement, the existing temporary syphon located on GCDD#1 Ditch 12 will be required to be upgraded to a permanent solution. Developer further acknowledges such upgrade is a necessary offsite improvement for the development of Lago Mar East Subdivision because the area being developed is the first to be impacted by any failure or inadequate capacity of the temporary syphon. Pending such permanent solution, and as a condition for Phase I approval, the Developer agrees to advance funds to GCMUD 54, on behalf of GCMUD 58, to pay for GCMUD 58's proportionate share of the maintenance costs of the syphon to keep it in a fully functioning condition, including the cost of any emergency maintenance, cleaning or repairs and any protective measures. The Developer also agrees to advance funds to GCMUD 54, on behalf of GCMUD 58, for its proportionate share of the permanent solution deemed necessary by GCDD#1 and approved the City of Texas City to reduce flood risks. This commitment for funding maintenance and operations, including emergency and protective measures, shall be assigned to GCMUD 58 in a future Utility Services Agreement to be executed with GCMUD 58. Notwithstanding these funding commitments to MUD 58, and to induce Texas City to approve the Lago Mar East Master Plan and to move forward with development of Phase I without an approved permanent solution and design for the upgrade of the temporary syphon, Developer agrees to advance full funding as necessary, subject to reimbursement from the applicable MUDs, to assure the timely maintenance of the temporary syphon and construction of a permanent solution for the upgrade of the temporary syphon in Ditch 12.

- 11) **Subdivision Monumentation** - The PUD Ordinance Plan establishes a comprehensive land use plan to ensure the character and quality of the community as it develops through land use controls, design standards and quality planning. The identity and place making features of the PUD master plan are an essential tool for accomplishing this goal. Developer affirms subdivision monumentation shall be installed at a location on Holland Rd close to the Gulf Freeway as soon the conditions of the TxDOT Gulf Freeway construction project are resolved enough for the installation to be useful in the branding and wayfinding to the subdivision.
- 12) **Parks & Open space** – The Master Plan includes a signature park which the PUD requires to have resort quality amenities. The Developer has not yet presented a plan for the resort quality amenities or other aspects of the park. The General Conditions of the PUD state the signature parks will include resort style amenities, off street parking, significant structures and community buildings, water sports and activity, shade structures, sporting fields, picnic tables and seating areas, and



landscaping. The General Conditions also provide the signature parks may be used by all residents of Lago Mar. Conditional approval of the Master Plan is not waiving these requirements of the PUD, and the Developer hereby affirms its understanding and agreement to comply with said requirements. It is further stipulated that homeowner access to the Crystal Lagoon by contractual agreement does not satisfy this requirement of the PUD because the Crystal Lagoon is owned and controlled by a separate entity. However, because the LME amenities and the amenities being developed for Beason Point at Lago Mar will be available to all residents of Lago Mar per the PUD, the totality of the quality and character of the combined amenities at both park sites may be considered in evaluating Developer's compliance with this requirement.



**RESOLUTION NO. 2025-061**

**A RESOLUTION AUTHORIZING A MASTER PLAN AND ADDENDUM  
TO THE DEVELOPMENT AGREEMENT WITH LAND TEJAS  
COMPANIES, LTD. AND 545 LAGO MAR EST DEVELOPMENT, LTD.;  
AND PROVIDING THAT THIS RESOLUTION SHALL BECOME  
EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the project is located in and subject to the Lago Mar PUD and to the Development Agreement dated October 19, 2005, between the City of Texas City, TX, and Land Tejas Companies, Ltd. Land Tejas Companies is the predecessor in interest to the developer, 545 Lago Mar East Development; and

**WHEREAS**, a revised Master Plan for the remaining portions of Lago Mar residential was approved by the City on August 19, 2020. Under this zoning designation, various lot sizes can be arranged along with amenities such as landscaped entryways, parks, and open spaces. The proposed Master Plan for Lago Mar East is largely compliant with the requirements of the approved PUD; and

**WHEREAS**, the Planning Commission considered the Master Plan at its regular meeting on May 19, 2025, and recommended approval. Staff have no objection to approval of the Master Plan, subject to approval of the Assignment and Addendum to the Development Agreement and conditions contained therein.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves the Master Plan, subject to approval of the Assignment and Addendum to the Development Agreement and conditions contained therein.

**SECTION 2:** That the Mayor is authorized to execute such agreements in substantially the same form as attached as Exhibit “A”.

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

**PASSED AND ADOPTED this 4th day of June 2025.**

---

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****(7) (f)****Meeting Date:** 06/04/2025

Appointment of a new member to Cultural Arts

**Submitted For:** Rhomari Leigh, City Secretary**Submitted By:** Rhomari Leigh, City Secretary**Department:** City Secretary

---

**Information****ACTION REQUEST**

To appoint an individual to the Cultural Arts Foundation Corporation.

**BACKGROUND (Brief Summary)**

On May 6th, Dayna Perren resigned from her 12+ years of service with the Cultural Arts Foundation. Her many years of service are to be commended! As a result, there is currently a vacancy on the Board. Staff have reviewed the applications and are recommending Christina Lewis to be appointed to fill the vacancy on the Board.

The proposed action has no fiscal impact on the budget.

**RECOMMENDATION**

Staff recommends that Christina Lewis be appointed to fill this vacancy.

---

**Fiscal Impact****Attachments**

Application

Resolution

---





# Texas City

EST. 1911

## CITY OF TEXAS CITY

### APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

Thank you for your interest in volunteering your time and talents to the City of Texas City. Please fill out the below application (required) and attach an updated resume' (optional). As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Texas City Commission. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 40% of called meetings in any twelve consecutive months, for other than medical reasons, may be removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Texas City unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: May 14<sup>th</sup>, 2025

Name: Christina Lewis

Phone: (cell)

Address: [REDACTED]

Phone: (409) 762-6816 (Home)

City/State/Zip Texas City, TX 77590

Cell: [REDACTED]

Email: C.annlewis@yahoo.com

I have lived in Texas City 4 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation: Buyer and manager for a boutique for 20 years.

Professional and/or Community Activities relative to your desired Board appointment:

Active member at the Galveston Arts Center and the Museum of Fine Arts Houston.

Active volunteer at Galveston's Own Farmers Market.

Additional Pertinent Information/References:

John Bramstetter ([REDACTED])

Roxann Glover-O'Day ([REDACTED])

Christina Weaver ([REDACTED])



**Applications for the following Commission-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (409-643-5916) for two years.**

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- ☐ Planning & Zoning Commission
- ☐ Library Board
- ☐ TC Economic Development Board
- ☒ TC Cultural Arts Foundation
- ☐ TC Public Facilities Development
- ☐ TC Harbour Foreign Trade Zone
- ☐ TC Historical Preservation Corporation
- ☐ TC Industrial Development
- ☐ TC Housing Finance Corporation
- ☐ Civil Service
- ☐ Recreation and Tourism Board
- ☐ Board of Adjustments- Building & Structure

Meeting Information

As called in accordance with the Board, Commission, or Advisory Committee's By-laws.

Advisory Committees

- ☐ Bayou Golf Course Advisory Board
- ☐ Housing Authority
- ☐ CDBG Citizen's Advisory Committee
- ☐ Keep Texas City Beautiful

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.**



Signature of Applicant

**RECEIVED**

**By R. Leigh at 5:19 pm, May 14, 2025**

Please return this application to:

City Secretary  
City of Texas City  
1801 9th Ave. N.  
Texas City, TX 77590

or

[rleigh@texascitytx.gov](mailto:rleigh@texascitytx.gov)





## Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

**(Please strike through any information that you do not wish to be made accessible to the public)**

Please complete the information below and return  
to the City Secretary's Office within fourteen days of receipt.

☒ I **DO** elect public access to my: (please indicate items you would like available, if any)

☐ home address

☒ home telephone number

☒ personal email address

☐ cell or pager numbers not paid for by the City

☐ emergency contact information

☐ information that reveals whether I have family members.

☐ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

\_\_\_\_\_  
Board Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Member's Printed Name



**RESOLUTION NO. 2025-062**

**A RESOLUTION TO APPOINT CHRISTINA LEWIS TO THE CULTURAL ARTS FOUNDATION CORPORATION AS RECOMMENDED TO FILL A VACANCY; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, in order to continue the uninterrupted and efficient operation of the Texas City Cultural Arts Foundation, it is necessary for the Mayor of the City of Texas City to appoint a member to fill the remainder of the term for the vacated position; and

**WHEREAS**, it is recommended that Christina Lewis replace Dayna Perren as a Board Member.

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

**SECTION 1:** That the City Commission of the City of Texas City hereby appoints Christina Lewis to fill the position vacated by Dayna Perren.

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

**PASSED AND ADOPTED this 4th day of June 2025.**

\_\_\_\_\_  
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**

**(7) (g)**

**Meeting Date:** 06/04/2025

2024-003 Delivered Hot and Warm Mix Asphalt Annual Contract Extensions

**Submitted For:** Dj Hutchinson, Public Works

**Submitted By:** Dj Hutchinson, Public Works

**Department:** Public Works

---

**Information**

**ACTION REQUEST**

The Public Works Department is seeking Commission approval for the first of two 12-month annual contract extensions that were previously stated and included in the "Contract Terms" (Item 10) of the Special Conditions section in Bid# 2024-003, Delivered Hot and Warm Mix Asphalt Annual Contract. That contract was passed and adopted under Resolution 2024-059 on April 3rd, 2024.

**BACKGROUND (Brief Summary)**

For detailed information of Bid No. 2024-003, (please see Exhibit A).

Signed Resolution (please see Exhibit B)

Signed Purchase Agreement for first year of Annual Contract (please see Exhibit C)

Signed Purchase Agreement for first (12-month) extension of Annual Contract (please see Exhibit D)

**RECOMMENDATION**

It is the Public Works Department's recommendation to approve the first of two (12-month) extensions as stated and shown in the original contract that was passed and adopted in Resolution 2024-059 on April 3rd, 2024.

---

**Fiscal Impact**

**Attachments**

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Resolution

---





## **NOTICE TO BIDDERS**

The City of Texas City is requesting bids for Delivered Hot and Warm Mix Asphalt Annual Contract.

Bids must be sealed, marked "**BID # 2024-003 – DELIVERED HOT AND WARM MIX ASPHALT ANNUAL CONTRACT**" and delivered to:

**The City of Texas City  
Public Works Department  
7800 Emmett F Lowry Expressway  
Texas City, Texas 77591**

Sealed bids will be received until **10:00 a.m.**, Central Standard Time, **Wednesday, March 27, 2024** and will be publicly opened and read aloud in the Public Works Department Conference Room after that time.

Bid documents can be secured by visiting the Texas City Public Works Department 7800 Emmett F Lowry Expressway, Texas City, Texas, by emailing: [mmckinley@texascitytx.gov](mailto:mmckinley@texascitytx.gov), or by calling (409)643-5810. No taxes are to be included in the bid as the City of Texas City is exempt from the payment thereof.

The City of Texas City reserves the right to waive any minor informality or irregularity, and to reject any or all bids and to accept the bid(s), which, in its opinion, is most advantageous to the City.

Mike McKinley  
Public Works Purchasing Clerk

Dated: March 11, 2024

**CITY OF TEXAS CITY, TEXAS  
PUBLIC WORKS DEPARTMENT • OFFICE (409) 643-5810 • FAX (409) 945-0856  
7800 EMMETT F LOWRY EXPRESSWAY, TEXAS CITY, TX 77591  
P. O. BOX 2608, TEXAS CITY, TX 77592-2608**



**CITY OF TEXAS CITY**

**BID DOCUMENTS**

ANNUAL CONTRACT  
FOR THE  
PURCHASE AND DELIVERY  
OF  
HOT AND WARM MIX ASPHALT

**BID #2024-003**

March 2024



## **INSTRUCTIONS TO BIDDERS**

### **1. BIDS, PREPARATION AND SUBMITTAL**

Bids will be submitted upon the standard Bid Form, without modification or provisions, and each proposal submitted must be completely filled out.

The bids which are due by 10:00 a.m., Wednesday, March 27, 2024 will be submitted in a sealed envelope addressed to:

City of Texas City  
Public Works Department  
7800 Emmett F Lowry Expressway  
Texas City, Texas 77591

and marked: **"BID #2024-003 DELIVERED HOT AND WARM MIX ASPHALT ANNUAL CONTRACT"**

To be opened publicly in the Public Works Conference Room at 7800 Emmett F Lowry Expressway, **10:00 a.m., Wednesday, March 27, 2024.**

Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract.

All figures must be written in ink or typewriter. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Notice to Bidders, Instructions to Bidders, Special Conditions, Specifications, Addenda (if any), and Bid Form contained herein are considered as part of the bid and take precedent over the Purchase Form Agreement.

### **2. INTENT OF BID DOCUMENTS**

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omissions from, or other documents or should he be in doubt as to their meaning and intent he should notify the Owner at once and obtain clarification prior to submitting a bid. The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of materials to be furnished.

### **3. INTENT OF SPECIFICATIONS**

It is the intent of the specifications to describe delivered Hot and Warm Mix Asphalt, for twelve (12) months, in sufficient detail to secure bids on comparable products which meet or exceed the minimum standards set forth by the specifications.



#### **4. DELIVERY OF BIDS**

Bids received prior to the time of opening will be kept securely unopened. Bids received after 10:00 a.m. of the bid opening date, are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified. Oral, faxed or emailed bids will not be considered.

#### **5. WITHDRAWAL OF BIDS**

Bids may be withdrawn by written or emailed requests dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

#### **6. IRREGULAR PROPOSALS**

Proposals will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The Owner reserves the right to waive any irregularities and to make the award in his best interest.

#### **7. DISQUALIFICATION OF BIDDERS**

The bidders may be disqualified and their proposals not considered for any of the following reasons:

- A. Reason for believing collusion exists between the bidders;
- B. The bidder being interested in any litigation against the Owner;
- C. The bidder being in arrears on any existing contract or having defaulted on a previous contract;
- D. Lack of competency as revealed by financial statement, experience and equipment, questionnaires, etc;
- E. Lack of signature by an authorized representative on the bid form;
- F. Failure to use the bid form furnished by the Owner and failure to properly complete the bid form;
- G. Failure to acknowledge on the Bid Form receipt of an Addendum.

#### **8. TAXES**

The City of Texas City is exempt from the State Limited Sales and Use Tax. The price bid must be net exclusive of the above mentioned tax, and will be so construed.



**9. BASIS OF AWARD**

It is the intent of the Owner to award the contract to the bidder submitting the lowest, responsible total bid, meeting all of these specifications.

The City Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

**10. AWARD OF CONTRACT**

The Notice of Award of Contract shall be given to the bidder(s) within sixty (60) days following the date of opening of bids. The Owner reserves the right to award this contract on the basis of lowest and best bid, in the opinion of the Owner, is in accordance with the laws of the State of Texas, to waive any formality or irregularity, and to reject any or all bids.

**11. INQUIRIES**

Inquiries concerning the Bid Documents can be addressed to:  
Mike McKinley, Public Works Purchasing Clerk, (409) 643-5869.

**12. ADDENDA**

The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by the City employees. If it becomes necessary to revise any part of the bid documents, the Owner will issue a written notice to all bidders in the form of an Addendum.

Addenda to the Specifications issued to bidders prior to the receipt of bids shall be considered part of the contract Documents. Bid Forms that are not acknowledged are not acceptable and will not be considered.

**13. BROCHURE REQUIREMENTS – TO BE SUBMITTED WITH BID FORM**

Bidder must attach two copies of the Material Safety Data Sheet, if applicable, and specifications for the type of material bid.

Under the "Hazardous Communications Act", commonly known as the "Texas Right to Know Act", a Supplier must provide to the department with each delivery, Material Safety Data Sheets for the hazardous substance defined in the Act. Failure of the Supplier to furnish this documentation will be cause to reject any bid applying thereto.

**14. PATENT RIGHTS**

The vendor agrees to indemnify and hold the Owner harmless from any claim involving patent right infringement or copyrights on goods supplied.



**15. DISCREPANCIES IN PRICES**

Discrepancies between the multiplication of units of material required and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

**16. PAYMENTS**

Payments shall be made by Accounting for material and services delivered and meeting specifications within thirty (30) days of receipt and approval of an invoice from the department.

**17. BIDDERS QUALIFICATIONS**

Attach a list of references, minimum of three (3), from companies in relation to this bid. After bids have been opened and prior to making an award, the Owner reserves the right to require the lowest bidder to furnish a statement of financial resources, experience, organization and staff to carry out the contract.

The right is reserved to reject any bid where an investigation of the evidence or information submitted by a bidder does not satisfy the Owner that the bidder is qualified to properly carry out the terms of this contract.

In determining the lowest responsible bidder, the following elements shall be considered:

- (a) maintains a permanent place of business
- (b) had adequate plant equipment to carry out the contract properly and expeditiously;
- (c) has a suitable financial status to meet obligations;
- (d) has appropriate technical experience;
- (e) has a satisfactory past performance record;
- (f) has a satisfactory safety record.

**18. HOLD HARMLESS AGREEMENT**

The successful bidder shall indemnify and hold the Owner harmless from all claims for personal injury, death and/or property damage resulting directly from contractor's performance. The successful bidder shall procure and maintain appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly from services performed under terms of this bid.

**19. SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared

that such remaining portion would have been included in these requirements and the



specifications as though the invalid portion had been omitted.

**20. TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to the Owner until the Owner actually receives and takes possession of the goods.

**21. ASSIGNMENT**

The successful bidder may not assign, sell or otherwise transfer this contract without written permission of the City Commission.

**22. PROOF OF INSURANCE**

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance including vehicle coverage issued by a casualty company authorized to do business in the State of Texas, and in standard for approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount of recovery shall be in limits of not less than the following sums:

- A. For damages arising out of bodily injury to or death to one person in any one accident – Five Hundred Thousand and no/100 \$500,000
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident – Five Hundred Thousand and no/100 \$500,000
- C. For any injury to or destruction of property in any one accident – Five Hundred Thousand and no/100 \$500,000

The Supplier shall procure and maintain at his own expense, during the contract time, in accordance with the provisions of the laws of the State of Texas, Workers' Compensation Insurance, for all of his employees; and in case any work is sublet, the successful bidder shall require such subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the beginning of the contract. These certificates shall state policy types, amounts, class of operations covered, effective dates, dates of operation, and shall contain a provision that coverage afforded under the policies will not be canceled or materially altered except after thirty (30) days prior written notice has been received by the Owner.

The City of Texas City shall be named additional insured on the General Liability, Automobile Liability and Workers Compensation policies.



23. **CONFLICT OF INTEREST QUESTIONNAIRE**

This questionnaire, included in the bid documents, must be filed in accordance with Chapter 176 of the Local Government Code by a person doing business with a governmental entity. The form must be returned to the City of Texas City regardless if a bid is submitted.

A person commits an offense if the person violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.

24. **H.B. 89**

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

25. **TEXAS ETHICS COMMISSION FORM HB1295**

Effective January 1, 2016, pursuant to Texas Government code 2252.908 ("the Interested Party Disclosure Act" or the "Act"), a contract cannot be awarded unless the bidder has provided to the City a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through TEC's website (<https://www.ethics.state.tx.us/tec1295-Info.htm>), assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295, may accompany the bid or may be submitted separately, but it must be provide to the City prior to the award of the contract.

Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.



## **SPECIAL CONDITIONS**

### **1. DEFINITION OF TERMS**

- A. Owner – Wherever the term “Owner” is used, it is understood to refer to the City of Texas City.
- B. Supplier – Wherever the term “Supplier” is used, it is understood to refer to the Company who has agreed to provide products embraced in this contract, or his or their authorized representative.

### **2. SCOPE OF WORK**

The scope of work under this contract shall include all materials, labor, equipment, supervision, and incidentals to furnish and deliver Hot and Warm Mix Asphalt to the Owner at fixed unit prices for the contract term.

### **3. CONTRACT TERM**

The contract term will be for a twelve (12) month period beginning with the issuance of an award letter from the Purchasing Department. Extension of this contract for two additional twelve (12) month periods beyond the contract term may be negotiated with the successful bidder when services have been conducted to mutual satisfaction, and prices and conditions remain acceptable to both parties.

### **4. QUANTITIES**

The Owner will order materials in varying quantities on “as needed, when needed basis”. The Owner does not guarantee any minimum purchase amount and will pay only for material that is ordered and delivered.

### **5. USAGE AMOUNTS**

The quantities listed in the bid documents are estimated annual requirements and are not to be construed as a guaranteed quantity of volume to be purchased under the terms of the contract.

### **6. UNIT PRICE**

Bidder's unit price shall include all incidental costs such as delivery, unloading, demurrage, fuel costs, fuel surcharge, insurance, environmental fees, etc.



**7. TESTING**

Representative samples may be taken from any delivery by the City and tested for compliance with the specifications.

If the material so tested complies with the specifications, the expense of such test shall be borne by the City. If the materials so tested do not comply with the specifications, the Supplier will be required to remove said materials within twenty-four (24) hours after notification and replace it with a suitable product. Also, the Supplier will bear the cost of testing materials if such material fails to comply with the City specifications

**8. DELIVERY**

All prices quoted on the Bid Form shall include delivery within the city limits of Texas City.

Supplier shall deliver materials covered in this proposal, to the location stated at the time the order is placed, within twenty-four (24) hours after the Owner places an order.

In the event that the Delivery is not made within this specified time, the Owner reserves the right to purchase said material in the open market.

In the event that the Supplier is unable to make Delivery at the scheduled time, the Owner should be contacted in advance of that scheduled Delivery time. A new Delivery schedule can then be arranged.

**9. TERMINATION OF AGREEMENT**

This contract may be terminated by the Owner at its option upon thirty (30) days notice in writing, if the material furnished does not conform to the standards set forth herein; or if the delivering and servicing of this agreement does not conform to the requirements detailed herein.

In the event the Supplier is unable to deliver the material within twenty-four (24) hours, the Owner reserved the right to cancel the contract and award said contract to the next low bidder.



## **SPECIFICATIONS**

It is the intent of the specifications to describe hot mix asphalt in sufficient detail to secure bids on comparable products. Bids proposed must meet or exceed the following minimum specifications.

Description of Material:

Mixture of natural (limestone) aggregate and asphalt cement mixed hot in a mixing plant in conformance with Texas Department of Transportation 2013 Specification Item 340/341 for:

Type "A" course graded base course (black base)

– And –

Type "D" fine graded surface course (both HMA and WMA)



# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H B 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

Name of person who has a business relationship with local governmental entity.

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

Name of local government officer with whom filer has employment or business relationship

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A., 8, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



**BID FORM**

**PROPOSAL IDENTIFICATION:**

**Bid #2024-003**  
**Delivered Hot and Warm Mix Asphalt**  
**Annual Contract**

**THIS BID IS SUBMITTED TO:**

The City of Texas City  
Public Works Department  
7800 Emmett F Lowry Expressway  
Texas City, TX 77591

1. The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish the product as specified or indicated in the Contract Documents for the Contract Price(s) indicated in this bid and in accordance with the other terms and conditions of the Bid Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, Instructions to Bidders, Conditions, and Specifications. This Bid will remain subject to acceptance for sixty (60) days after the day of the bid opening. Successful bidder will be issued a Purchase Order after the bid is awarded and the contract and Insurance Certificates are received.
3. In submitting this bid, Bidder represents, as more fully set in forth in the Agreement, that:
  - (a) Bidder has examined copies of the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged);

**Date**

**Addenda Number**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, and all local conditions and Laws and Regulations that in any manner affect cost, of fulfilling the terms of the Agreement.

Bidder \_\_\_\_\_

Date \_\_\_\_\_



- (c) Bidder has given Owner written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Owner is acceptable to Bidder.
- (d) This bid is genuine and not made in the interest of or on behalf of any disclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.
4. It is understood that the Owner reserves the right to reject any and all bids and to waive any informality in bids received.
5. Communications concerning this bid shall be addressed to:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
6. Bidder will supply and deliver hot mix asphalt, for the duration of the contract, for the following:

Item	Approx. QTY	UNIT PRICE In figures	UNIT PRICE In Words	EXTENSION Unit Price X QTY
Type D Hot Mix	2000 Tons	\$ _____	_____ Dollars _____ Cents	\$ _____
Type D Warm Mix	2000 Tons	\$ _____	_____ Dollars _____ Cents	\$ _____
Type A Black Base	2500 Tons	\$ _____	_____ Dollars _____ Cents	\$ _____
<b>TOTAL BID AMOUNT</b>			_____ Dollars _____ Cents	\$ _____

Bidder \_\_\_\_\_ Date \_\_\_\_\_



7. The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with another Bidder, and that the contents of this bid as to prices, terms, conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other person engaged in this type of business prior to official opening of this bid.

Fill in applicable information:

A Corporation, chartered in the State of \_\_\_\_\_, authorized to do business in the State of Texas.

A Partnership, composed of: \_\_\_\_\_

An Individual, operating under the name of: \_\_\_\_\_

Respectfully Submitted,

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Position with Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Phone # for Placing Orders

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Mailing Address – if Different from Street Address

\_\_\_\_\_  
County

\_\_\_\_\_  
City/State/Zip



**RESOLUTION NO. 2024-059**

**A RESOLUTION AWARDING BID NUMBER 2024-004 AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR THE DELIVERY OF HOT AND WARM MIX ASPHALT ANNUAL CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, 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 for Bid No. 2024-003 Delivery of Hot and Warm Mix Asphalt Annual Contract; and

**WHEREAS**, 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..

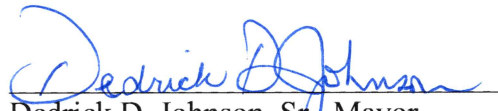
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission hereby accepts the contract by Texas Materials Group, Inc. dba Gulf Coast for Bid No. 2024-003 Delivery of Hot and Warm Mix Asphalt Annual Contract.

**SECTION 2:** That the Mayor is hereby authorized to enter into a contract with Texas Materials Group, Inc. dba Gulf Coast for the unit prices bid attached hereto as **Exhibit "A"**.

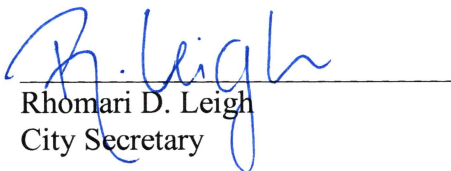
**SECTION 3:** That this Resolution shall be in full force and effect from and after its passage and adoption.


**PASSED AND ADOPTED this 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





*Texas City*  
EST. 1911

**PURCHASE AGREEMENT**

STATE OF TEXAS §

COUNTY OF GALVESTON §

THIS AGREEMENT MADE AND ENTERED INTO THIS 1<sup>st</sup> DAY OF APRIL A.D., 2024, by and between the CITY OF TEXAS CITY (OWNER), a municipality in Galveston County, Texas, and TEXAS MATERIALS GROUP, INC./dba GULF COAST (SUPPLIER), of the City of Baytown, County of Chambers, and the State of Texas.

**DESCRIPTION**

WITNESSETH: In consideration of the payments and agreements hereinafter mentioned, to be made and performed by OWNER, SUPPLIER agrees to furnish and deliver Hot and Warm Mix Asphalt, for the unit prices bid as described in:

**BID # 2024-003  
DELIVERED HOT AND WARM MIX ASPHALT  
ANNUAL CONTRACT**

The SUPPLIER agrees to furnish and deliver Hot and Warm Mix Asphalt, for the unit prices bid, in complete accordance with the OWNER'S specifications, conditions and prices stated in the Bid Form dated March 25, 2024.

**AGREEMENT**

This Agreement shall consist of the Purchase Agreement, Notice to Bidders, Instructions to Bidders, Conflict of Interest, Special Conditions, Specifications and the Bid Form. These items shall form the Agreement and are as fully a part of the Agreement as if attached to the Agreement.

This contract represents the entire and integrated agreement between the OWNER and the SUPPLIER and supersedes all prior negotiations, representations or agreements, whether written or oral.

The SUPPLIER agrees to furnish and deliver to the OWNER Hot and Warm Mix Asphalt, for the unit prices bid, as stated on the Bid Form for the duration of the contract.

**CITY OF TEXAS CITY, TEXAS  
PUBLIC WORKS DEPARTMENT • OFFICE (409) 643-5810 • FAX (409) 945-0856  
7800 EMMETT F LOWRY EXPRESSWAY, TEXAS CITY, TX 77591  
P. O. BOX 2608, TEXAS CITY, TX 77592-2608**





*Texas City*  
EST. 1911

**TERM**

The SUPPLIER shall furnish and deliver Hot and Warm Mix Asphalt, on an "as needed" basis, for the unit prices bid, for a twelve (12) month period beginning April 1, 2024 and continuing through March 31, 2025.

Extension of the contract for two (2) additional twelve (12) month periods beyond the contract term may be negotiated when prices and conditions remain acceptable to both parties.


**PAYMENT**

The OWNER agrees to make payments in the full amount of the invoice within thirty (30) days following receipt of an invoice.

The amounts to be paid are based on the SUPPLIER'S Bid Form attached hereto and subject to the conditions, which are described in the contract documents.

In WITNESS THEREOF, the parties of these presents have executed this agreement in triplicate in the year and day first above written.

**TEXAS MATERIALS GROUP, INC.**  
**dba - GULF COAST**  
**SUPPLIER**

  
Typed Name: Danny Schnyder  
Position: Commercial Sales Manager

5/15/2024


DATE

SEAL

ATTEST: \_\_\_\_\_

**CITY OF TEXAS CITY**

**OWNER**

  
Dedrick Johnson  
MAYOR

6/7/2024  
DATE

SEAL

  
ATTEST: \_\_\_\_\_  
Ryan McClellan  
Finance

**CITY OF TEXAS CITY, TEXAS**  
**PUBLIC WORKS DEPARTMENT • OFFICE (409) 643-5810 • FAX (409) 945-0856**  
**7800 EMMETT F LOWRY EXPRESSWAY, TEXAS CITY, TX 77591**  
**P. O. BOX 2608, TEXAS CITY, TX 77592-2608**



## CITY OF TEXAS CITY, TEXAS

PURCHASING DEPARTMENT • OFFICE: (409) 643-5950 • FAX: (409) 942-1073



Mayor:  
Dedrick Johnson, Sr.

Commissioners:  
Thelma Bowie  
Abel Garza, Jr.  
DeAndre' Knoxson  
Keith Love  
Chris Sharp  
Jami Clark

April 8, 2025

Texas Materials Group  
Attn: Danny Schnyder  
3003 Kilgore Parkway  
Baytown, Texas 77523

Re: Contract Renewal- Delivered Hot and Warm Mix Asphalt

Dear:

City of Texas City would like to renew the above mentioned contract pending your agreement to honor the **delivery Warm and Hot Mix Asphalt for year two (2) of the three (3) year agreement**. The details of the contract terms should remain in accordance to the original agreement. Please review page 2 of this document, check either agree or disagree and return the signed document to:

City of Texas City  
Attn: Purchasing Division  
1801 9<sup>th</sup> Ave N.  
Texas City, TX 77590

Should you have any questions regarding this renewal proposal, you may contact purchasing at via email at [purchasing@texascitytx.gov](mailto:purchasing@texascitytx.gov) or via telephone at 409.643-5950.

Thank you for partnering with the City of Texas City.

Respectfully,

Gwynetheia V. Shabazz-Pope, CTPM, CTCM  
Purchasing Coordinator



# CITY OF TEXAS CITY, TEXAS

PURCHASING DEPARTMENT • OFFICE: (409) 643-5950 • FAX: (409) 942-1073



Mayor:  
Dedrick Johnson, Sr.

Commissioners:  
Thelma Bowle  
Abel Garza, Jr.  
DeAndre' Knoxson  
Keith Love  
Chris Sharp  
Jami Clark

## Texas Materials Group

### Contract Renewal-Delivery of Warm and Hot Mix Asphalt

Original Contract Period: 04/1/2024 to 3/31/2025

Proposed Contract Renewal Period: 4/1/2025 to 3/31/2026

- ☒ I agree to renew my contract at the previous contracted prices not to exceed \$190,000.00
- ☐ I disagree (if so, please give brief explanation)

Danny Schnyder  
Printed Name

281-421-5721  
Telephone No

Signature

4-8-2025  
Date

**Must be signed by a person having authority to bind the firm in a contract.**

*"QPS - Quality Public Service"*



**RESOLUTION NO. 2025-063**

**A RESOLUTION AWARDING A CONTRACT EXTENSION FOR BID NUMBER 2024-004 DELIVERY OF HOT AND WARM MIX ASPHALT ANNUAL CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, it is the Public Works Department's recommendation to approve the first of two (12-month) extensions as stated and shown in the original contract that was passed and adopted in Resolution 2024-059 on April 3rd, 2024; and

**WHEREAS**, services will continue to be provided by Texas Materials Group, Inc. dba, Gulf Coast, Baytown, Texas.

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

**SECTION 1:** That the City Commission hereby approves a contract extension for Texas Materials Group, Inc. dba Gulf Coast, for Bid No. 2024-003 Delivery of Hot and Warm Mix Asphalt Annual Contract.

**SECTION 2:** That the Mayor or his designee is hereby authorized to extend the current contract with Texas Materials Group, Inc., dba Gulf Coast, for the unit prices bid attached hereto as **Exhibit “D.”**

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

**PASSED AND ADOPTED this 4th day of June 2025.**

---

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