

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JUNE 18, 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) PROCLAMATIONS AND PRESENTATIONS

(a) Service Awards

Adam Hunt	Library	06/19/2015	10 years
Russell McEachern	Rain Water Pump Station	06/15/2015	10 years
Chasity Gurka	Administration	06/21/2010	15 years
Ronnie Aven	Waste Water Treatment Plant	06/14/2005	20 years
Edward Munoz	Public Works	06/28/1995	30 years
Landis Cravens	Police	06/26/1995	30 years

(b) Proclaiming June 19, 2025, as Juneteenth.

(5) REPORTS

(a) Collections (Municipal Court)

(b) Wastewater and Sewer (Public Works)

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

- (a) Approve City Commission Minutes for the June 4, 2025 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 2025-061, approving the Subdivision Master Plan for Lago Mar East Subdivision and conditions in the Assignment of and Addendum to the Development Agreement for Lago Mar East Subdivision. (Engineering)
- (c) Consider and take action on Resolution No. 2025-064, authorizing the approval of a contingency fee contract for Collection Services for the collection of delinquent taxes, court fines, and fees with Linebarger Goggan Blair & Sampson, LLP. (Management Services)

(8) REGULAR ITEMS

- (a) Consider and take action on Resolution No. 2025-065, awarding ITB No. 2025-482 Lift Station 10 and 30 Discharge Piping Improvements Project. (Public Works)
- (b) Consider and take action on the first reading of Ordinance No. 2025-12, amending the Code of Ordinance for the City of Texas City, Title IX Entitled "General Regulations", Chapter 94- Health and Sanitation by prohibiting the placement of donation bins or receptacles for clothing or other items on public or private property. (Fire Marshal)
- (c) Consider and take action on Ordinance No. 2025-13, amending the City's fiscal year 2024-2025 budget to transfer funds from the General Fund to the Fire Department's Overtime Pay line item. (Fire)

(9) COMMISSIONERS' COMMENTS

(10) MAYOR'S COMMENTS

(11) ADJOURNMENT

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

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 JUNE 13, 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:** 06/18/2025

June 2025 Service Awards

Submitted For: Jennifer Price, Human Resources**Submitted By:** Susan Sensat, Human Resources**Department:** Human Resources

Information**ACTION REQUEST**

Service Awards

Adam Hunt	Library	06/19/2015	10 years
Russell McEachern	Rain Water Pump Station	06/15/2015	10 years
Chasity Gurka	Administration	06/21/2010	15 years
Ronnie Aven	Waste Water Treatment Plant	06/14/2005	20 years
Edward Munoz	Public Works	06/28/1995	30 years
Landis Cravens	Police	06/26/1995	30 years

BACKGROUND (Brief Summary)

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

RECOMMENDATION

Human Resources recommend approval of the June service awards.

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 06/18/2025

Submitted For: Tammy Odom, Municipal Court **Submitted By:** Rhomari Leigh, City Secretary

Department: Municipal Court

Information

ACTION REQUEST

Collections (Municipal Court)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report



TEXAS CITY MUNICIPAL COURT OF RECORD ANNUAL REPORT 2025 JUNE



Texas City
EST. 1911



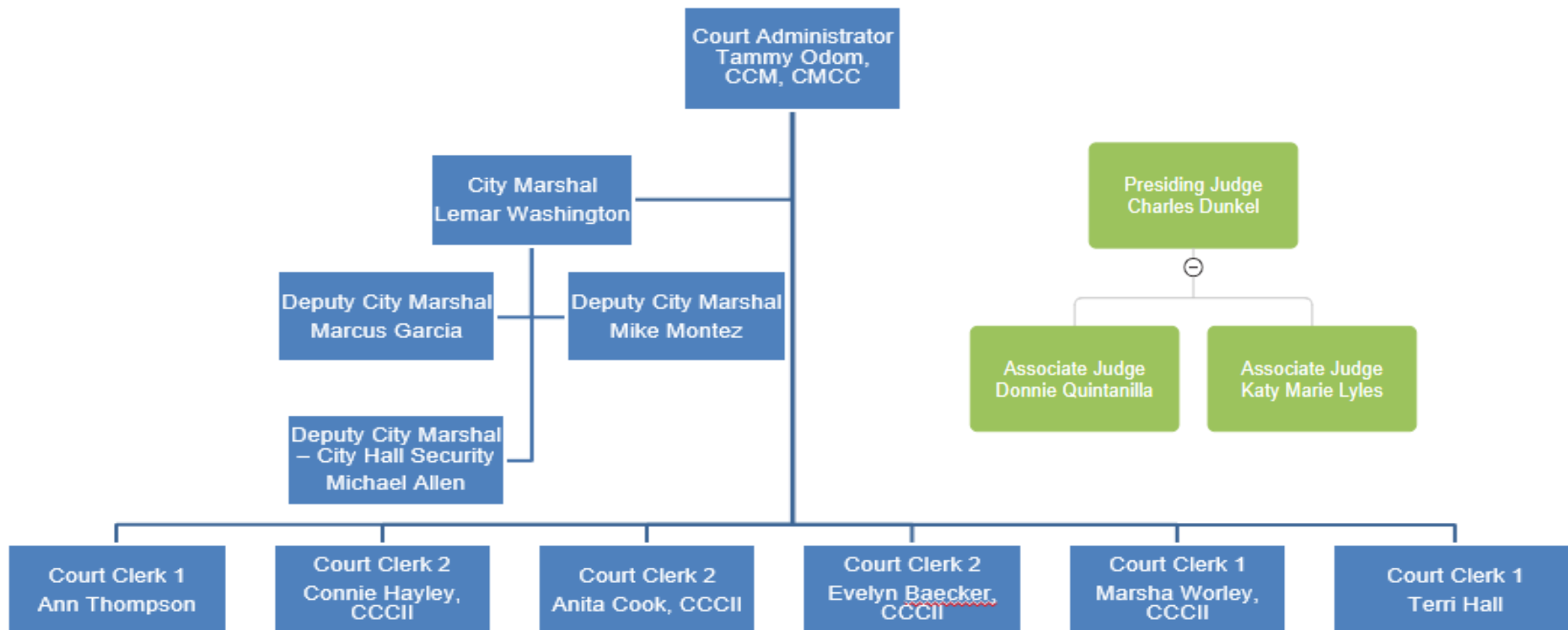
Texas City
EST. 1911

VISION

To be the national model of excellence and innovation in municipal court administration. Leading with proven court management strategies to enhance our commitment to justice, fairness, and due process. We will strive to foster a culture of continuous improvement, collaboration, transparency, and accountability.

MISSION

To provide equitable, efficient, and accessible justice to those we SERVE, while upholding the highest standards of professionalism, integrity, and ethical conduct to promote public trust, confidence, and the dignity of all.



Municipal Court Jurisdiction

Criminal Cases

- Class C Misdemeanors
 - City Ordinances
 - Texas Statutes
 - Federal CMV Offenses

Administrative Cases

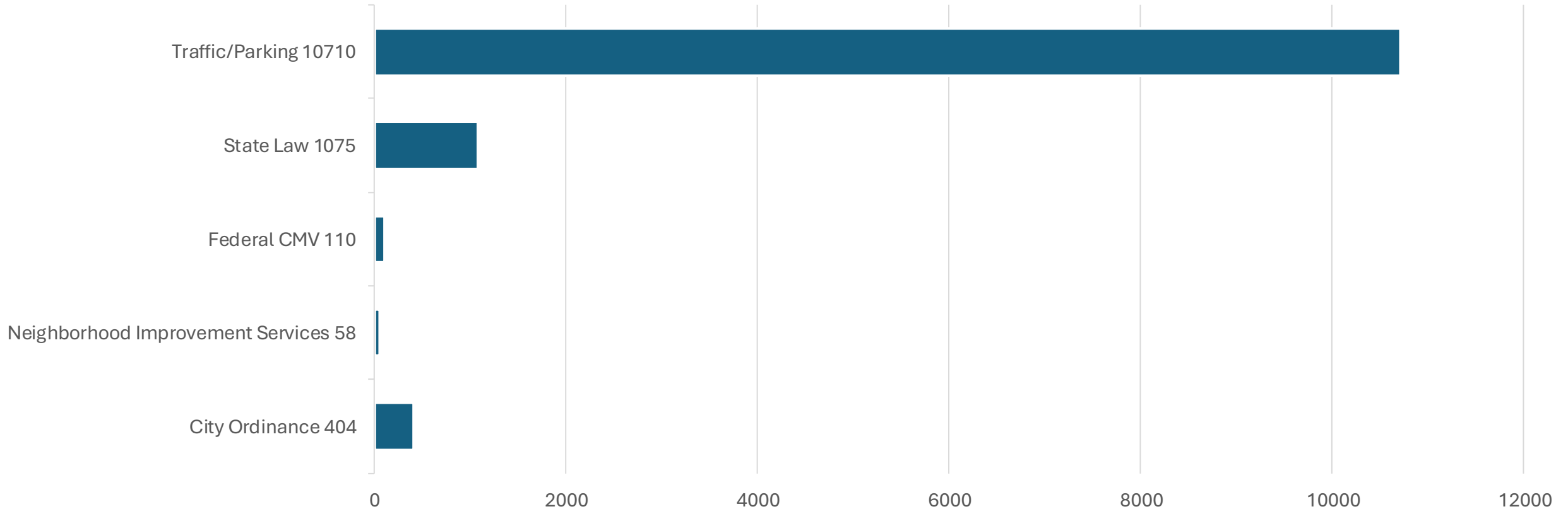
- Substandard Structures
- Junk Vehicles
- High Grass, Weeds, Rubbish
- Expunctions
- Modifications of Magistrates Orders



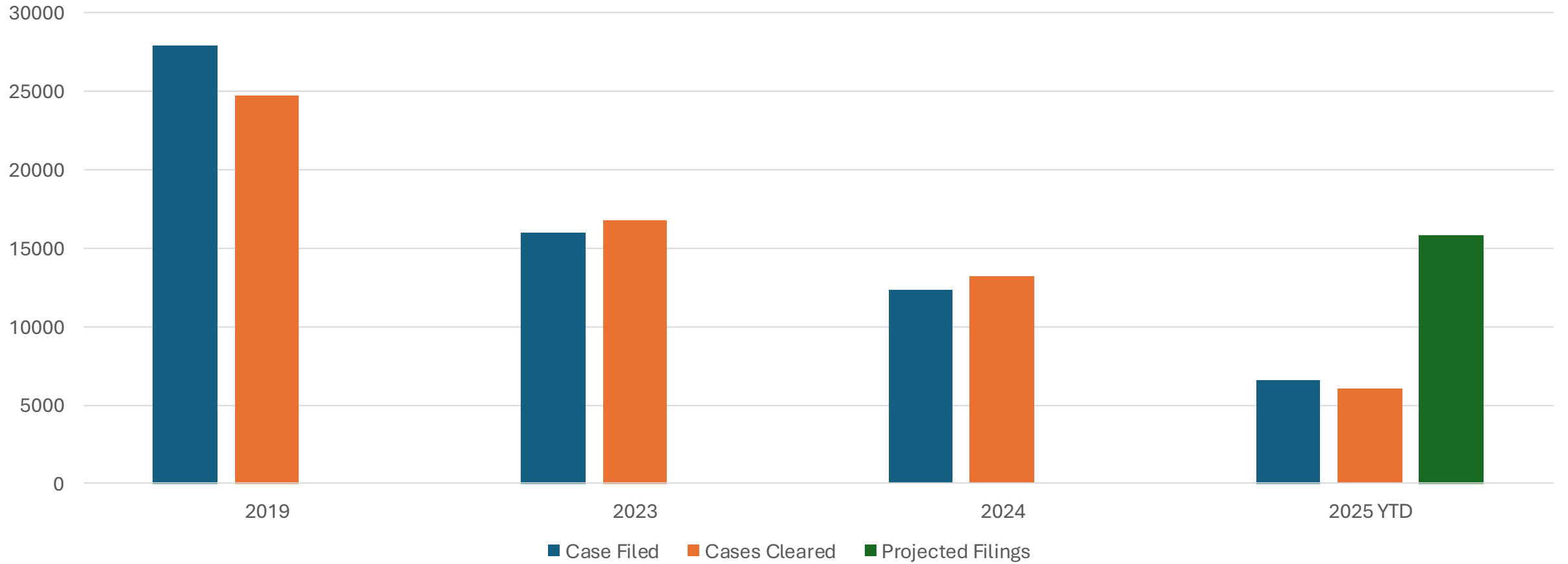
Texas City
EST. 1911



2024 Case by Case Type



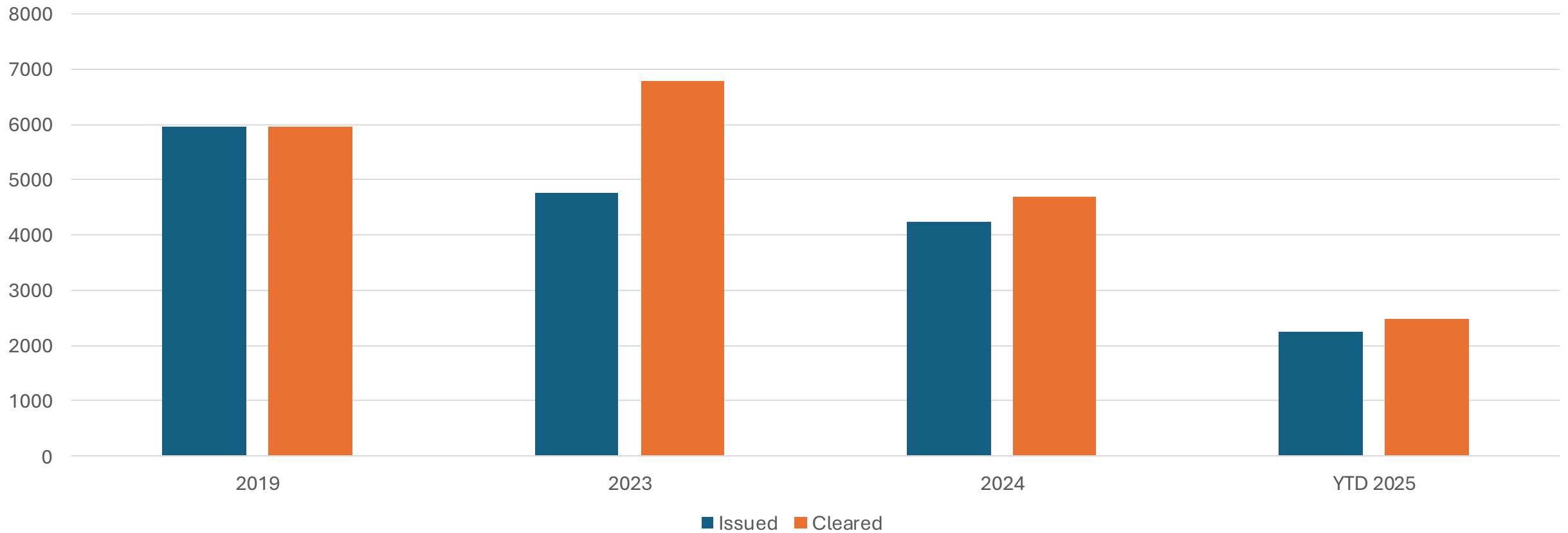
Cases Filed vs Cases Cleared



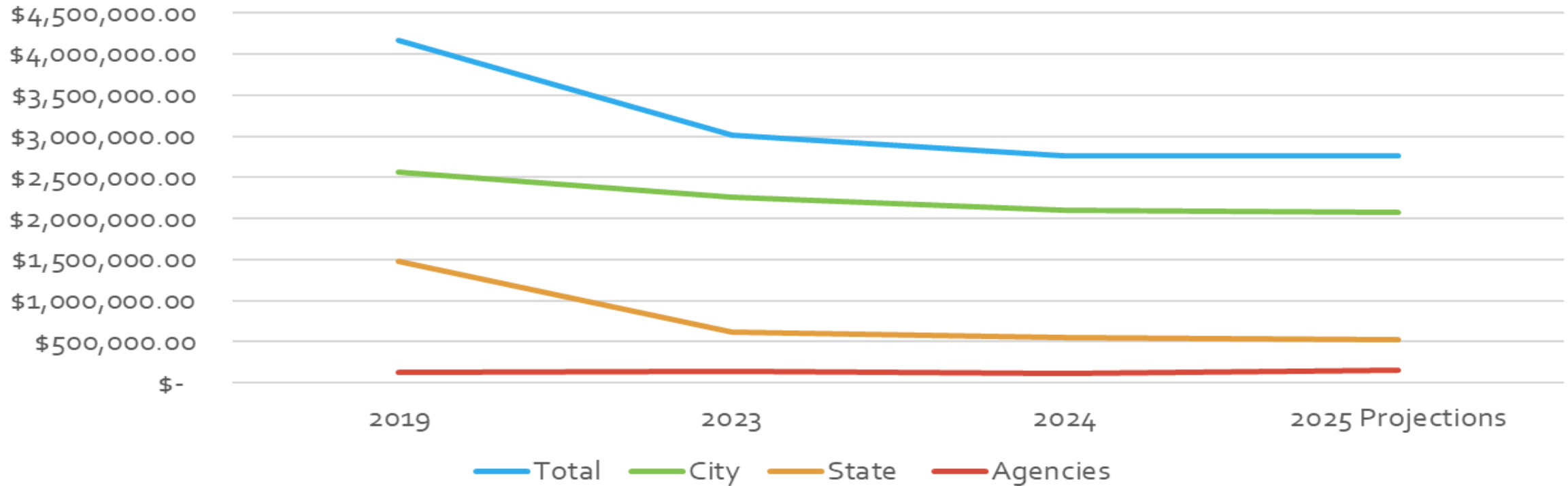
Texas City
EST. 1911



Warrants Issued vs Warrants Cleared



Collections History by Year



Texas City
EST. 1911





Texas City
EST. 1911

Questions?

CITY COMMISSION REGULAR MTG

(5) (b)

Meeting Date: 06/18/2025

Submitted For: Jack Haralson, Public Works

Submitted By: Rhomari Leigh, City
Secretary

Department: Public Works

Information

ACTION REQUEST

Wastewater and Sewer (Public Works)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

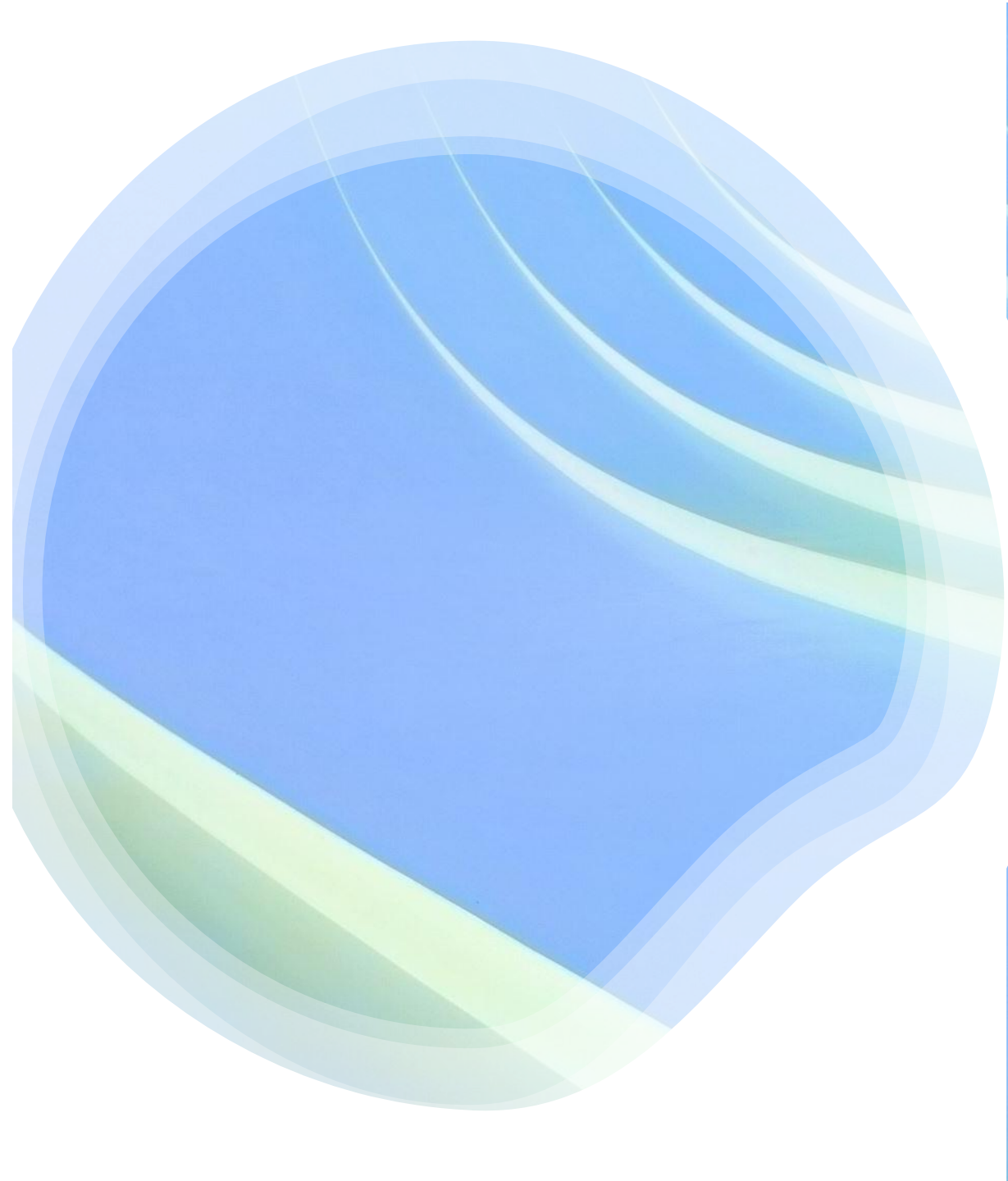
Attachments

Staff Report



Wastewater

- Wallace Knox WWTP, permitted for 12.4 MGD daily annual average with a peak of 42 MGD.
- 51 lift stations, two major that feed directly to wwtp (10 and 30).
- 247.73 miles of gravity sewer mains
- 44.81 miles of force mains
- 4,222 manholes



Wastewater Treatment Plant

Treat 7.682 million gallons per day

Daily permit testing for biochemical oxygen demand (BOD), total suspended solids(TSS), ammonia, dissolved oxygen (DO), chlorine, de-chlorine, enterococci.

Daily and weekly testing for several parameters for process control

Quarterly and semi-annual bio-monitoring

Annual sludge testing.

Produced about 2000 metric tons of sludge, 698 loads.

Lift Station Improvements



- Station 10 and 30 replacement of 20+ year old generators.

Lift Station Improvements



- Complete rebuild of station 25.
- Station 21 had new controls and discharge piping installed.
- Construction has begun on station 7 and 15 rebuild.

Lift Station Improvements

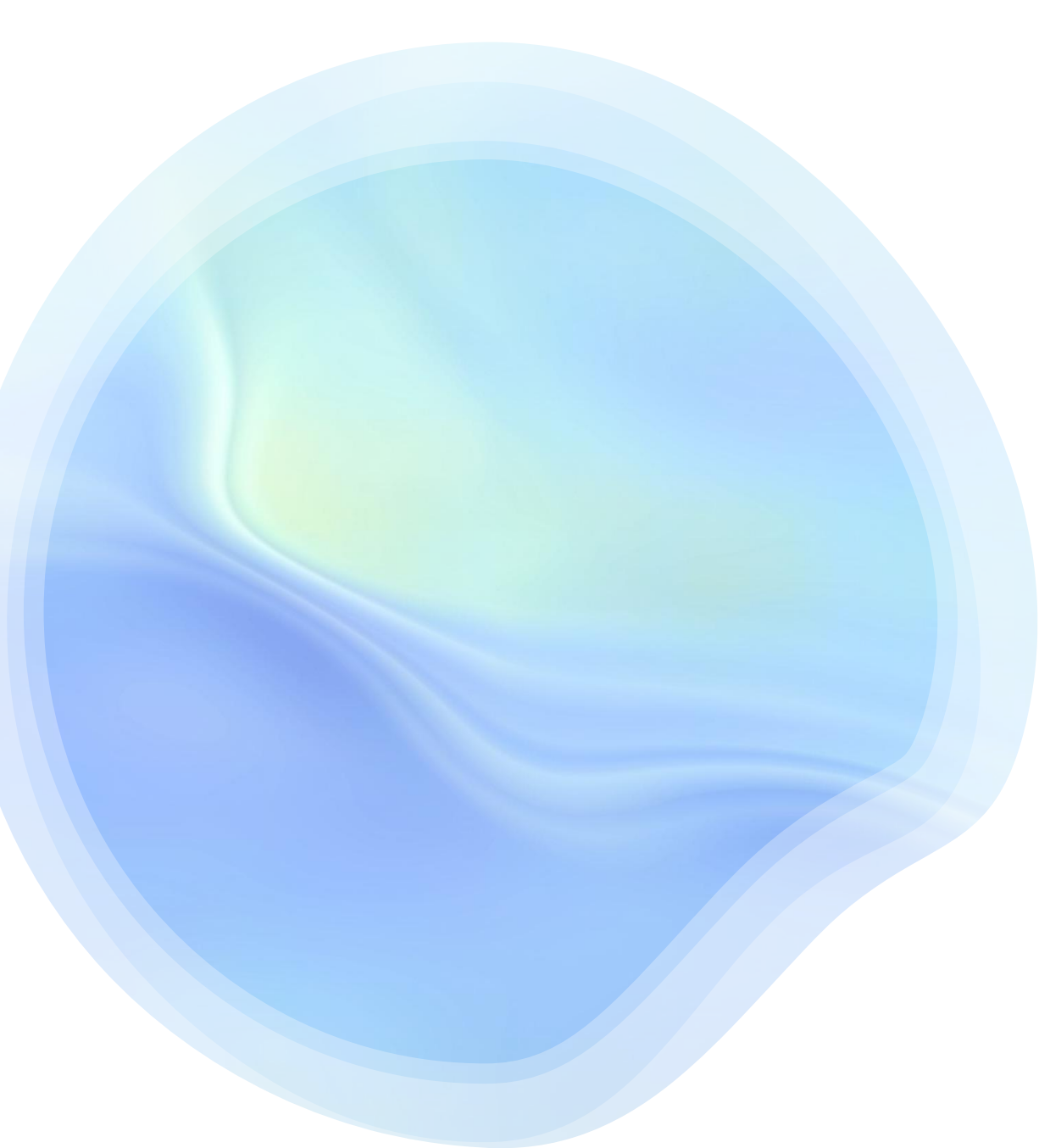
Replaced common pipe header
leaving station 30



Force Main Work



- 36" valve installed
- 48" valve installed



Additional projects

Phase 23 sewer
improvements
completed

Phase 24 sewer
improvement
ongoing

Belt-press
reconditioning
on going

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 06/18/2025

Submitted By: Renee Edgar, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for the June 4, 2025 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

June 4, 2025 Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, JUNE 4, 2025 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, JUNE 4, 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 Walter Lawson from Come and See Friends Church.

3. PLEDGE OF ALLEGIANCE

Led by Jami Clark, Commissioner District 4.

4. REPORTS

a. Texas City Municipal Shooting Range Report (Parks & Recreation)

Andre Roberts, Rangemaster, gave a PowerPoint presentation.

5. PUBLIC HEARING

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

Titilayo Smith, Community Development and Grants Administration Director, gave a PowerPoint presentation.

Barbara White and Jose Boix, both members of the public, inquired about the grant and where to find the information. Their questions were responded to by Titilayo Smith.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 2 Keith Love, to close and gather the presentation.

Vote: 7 - 0 CARRIED

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner District 4 Jami Clark, to close.

Vote: 7 - 0 CARRIED

6. PUBLIC COMMENTS

There was a person who signed up to address the Commission but did not complete the form. They were offered the opportunity to complete the form, but they refused.

7. CONSENT AGENDA

Commissioner District 4, Jami Clark, made a motion to approve Consent Agenda items 7a, b, c, d, f, and g. The motion was seconded by Commissioner District 1, DeAndre' Knoxson. Consent Agenda item 7e was tabled, and no action was taken.

Vote: 7 - 0 CARRIED

- 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

Dedrick D. Johnson, Mayor, acknowledged the Finance intern, Bri'Ana Goodwin, who was in the audience. This is the fourth year of the City's Summer Hire Internship Program (SHIP).

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.

10. ADJOURNMENT

Having no further business, Commissioner At-Large, Abel Garza, Jr., made a MOTION to ADJOURN at 5:33 p.m.; the motion was SECONDED by Commissioner District 3, Chris Sharp. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 06/18/2025

Consider and take action on Resolution No. 2025-061 for the Subdivision Master Plan for Lago Mar East Subdivision and conditions in the Assignment of 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 Subdivision Master Plan and conditions in the Assignment 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 the 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 Subdivision Master Plan at its regular meeting on May 19, 2025, and recommended approval subject to the conditions stated in Exhibit A to the Assignment and Addendum to Development Agreement. Staff have no objection to approval of the Subdivision Master Plan, subject to approval of the Assignment and Addendum to the Development Agreement and conditions contained therein. Staff recommend approval of the Assignment of and Addendum to the Development Agreement for Lago Mar East Subdivision.

Fiscal Impact

Attachments

Master Plan
Staff Report to Planning Board
Vicinity Map
Resolution
Ex A - Assignment & Addendum to DA

A Conceptual Land Use Plan Lago Mar East

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

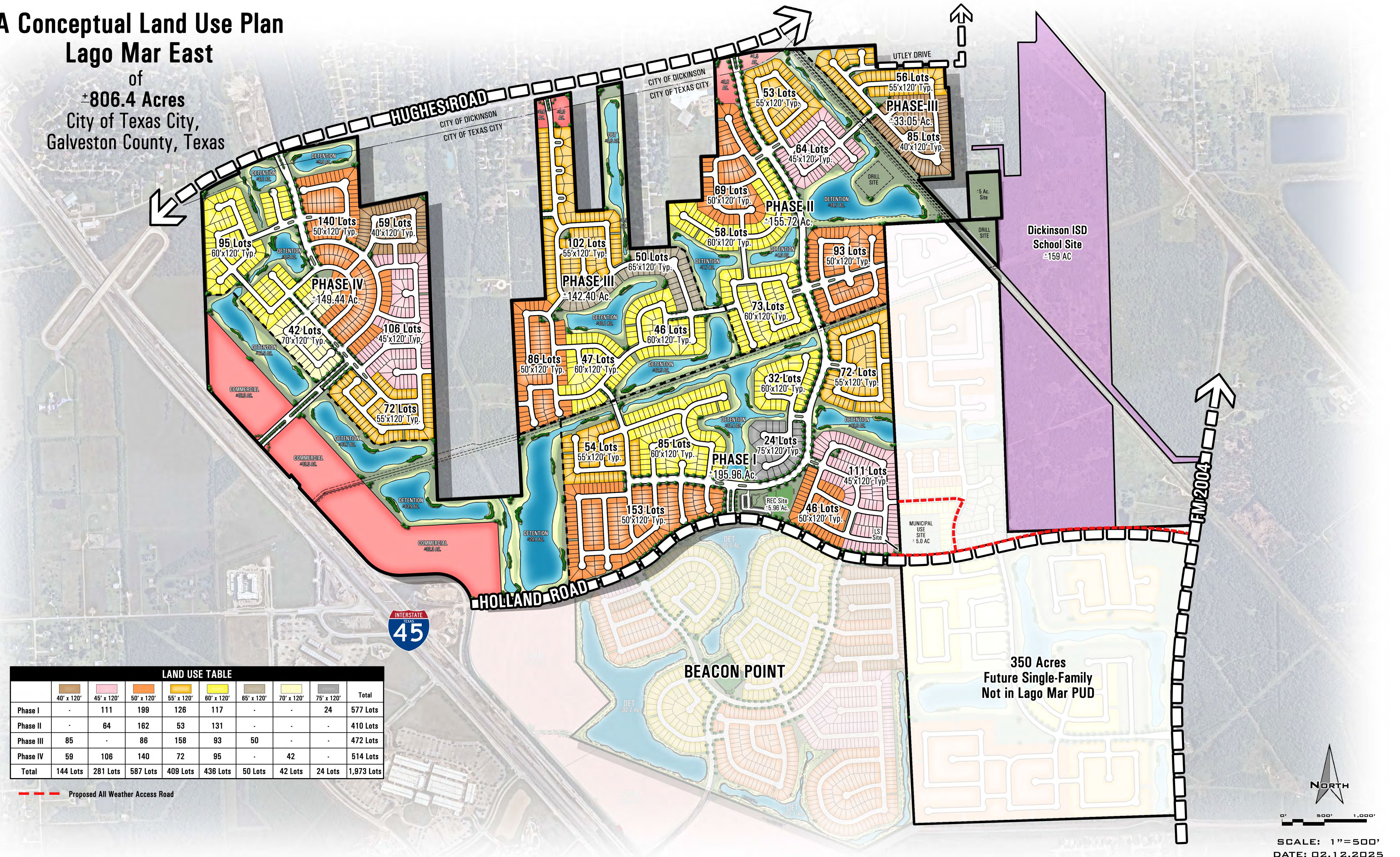
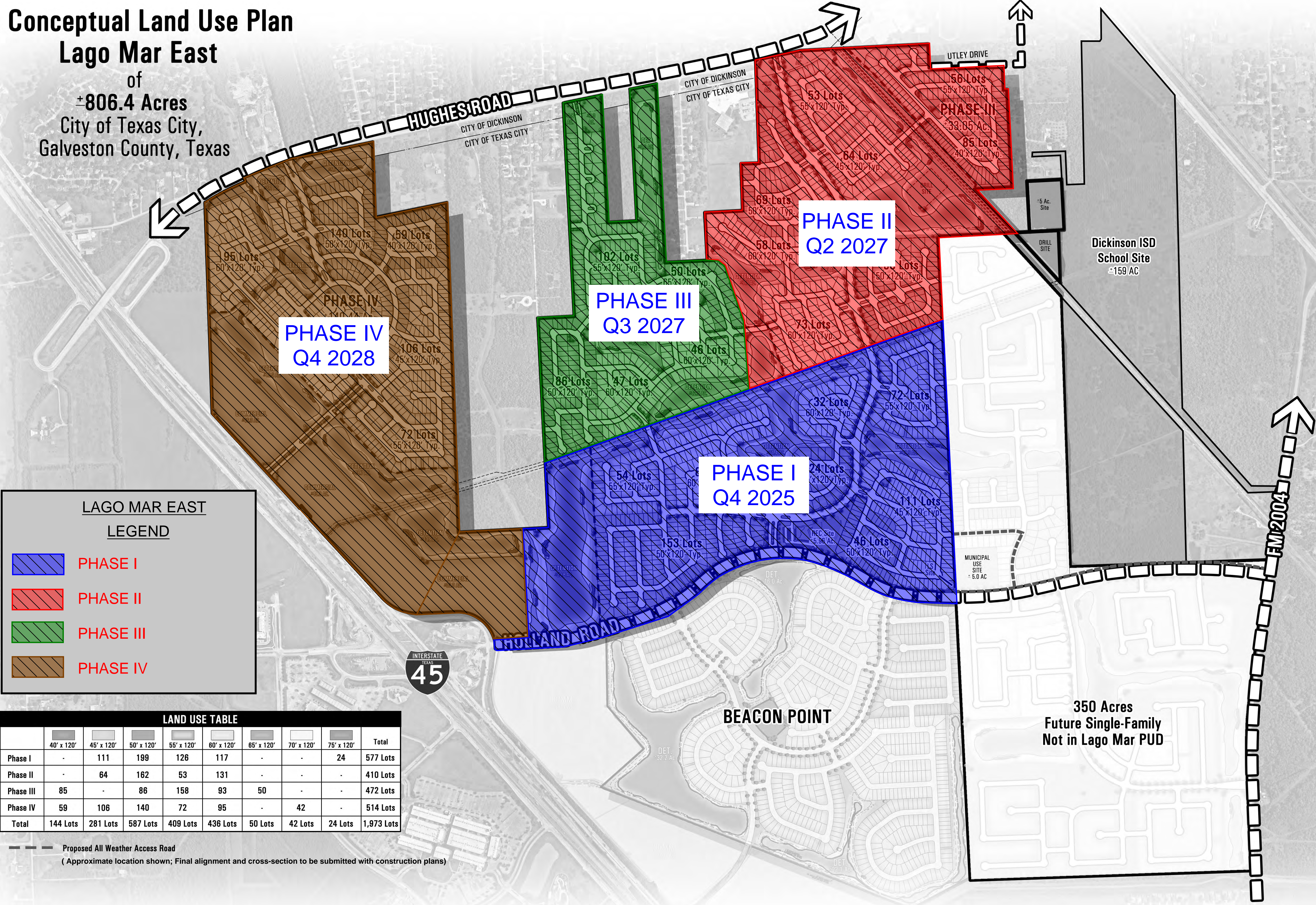


FIGURE 1: CONCEPTUAL LAND USE PLAN

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 NEITHER THE CITY NOR THE COUNTY WARRANTS OR GUARANTEES THE ACCURACY OF THE INFORMATION 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



A Conceptual Land Use Plan Lago Mar East

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

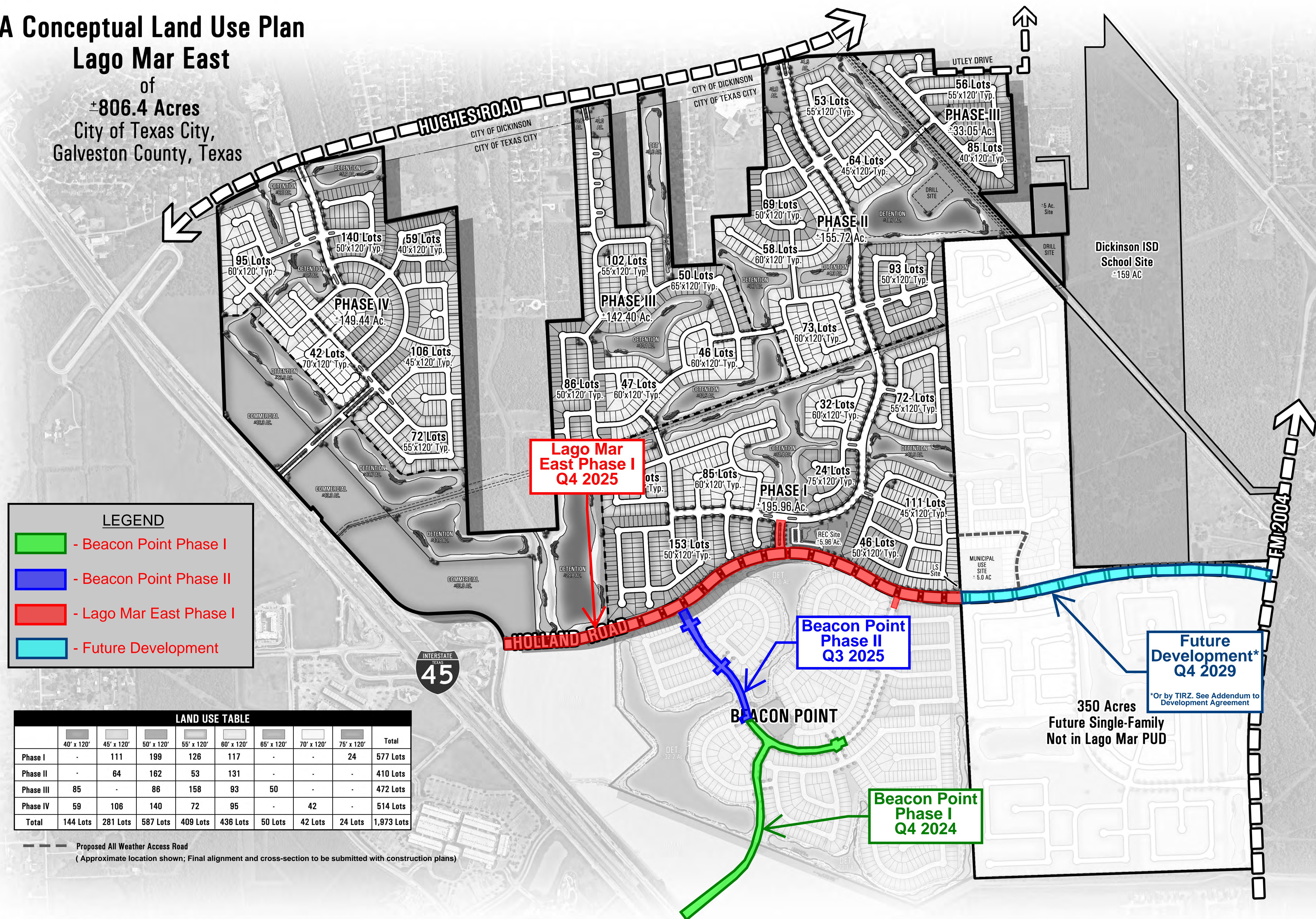
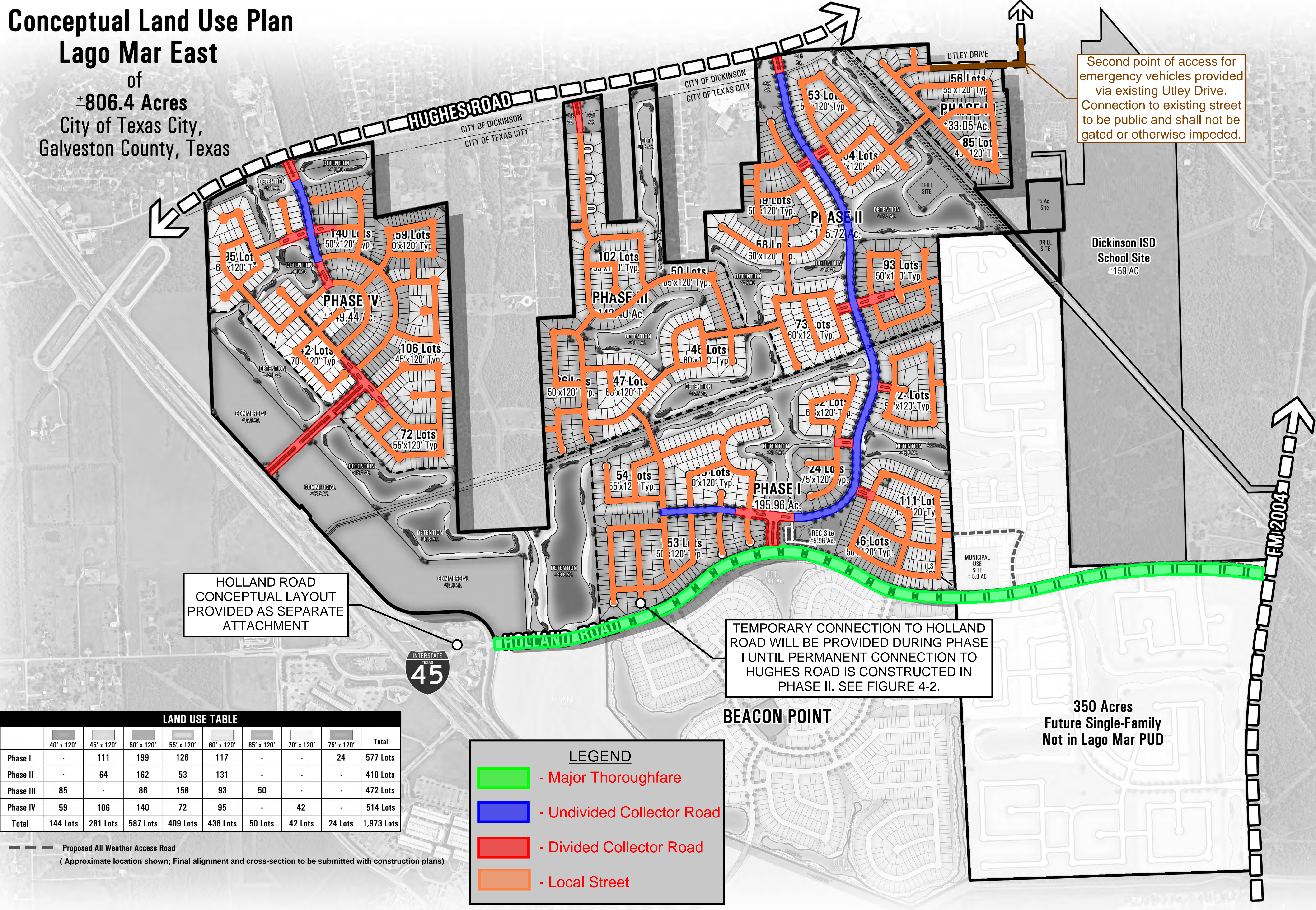


FIGURE 3: ACCESS PHASING

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 THE ACCURACY OF THE INFORMATION. OTHER CHANGES 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.

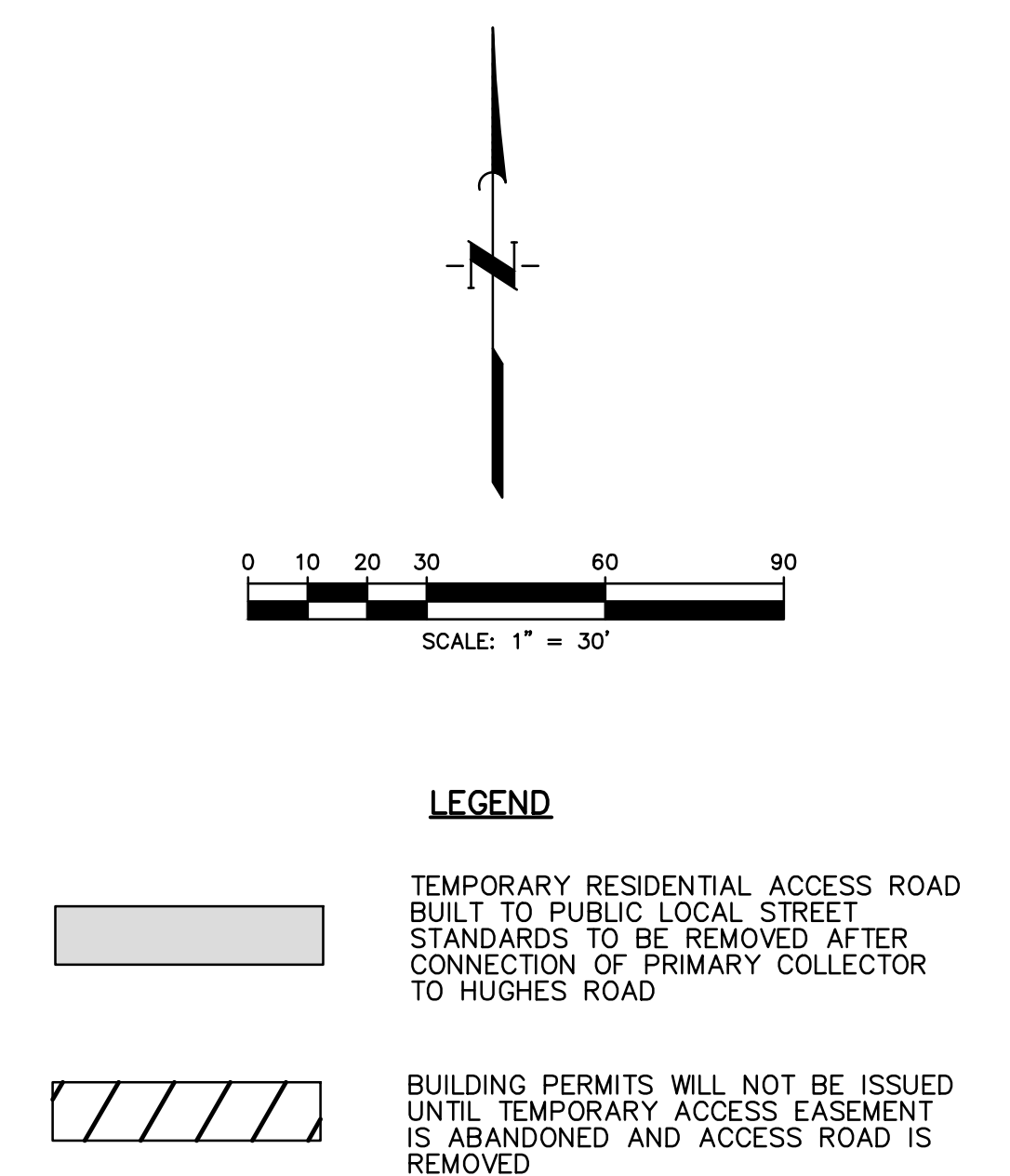
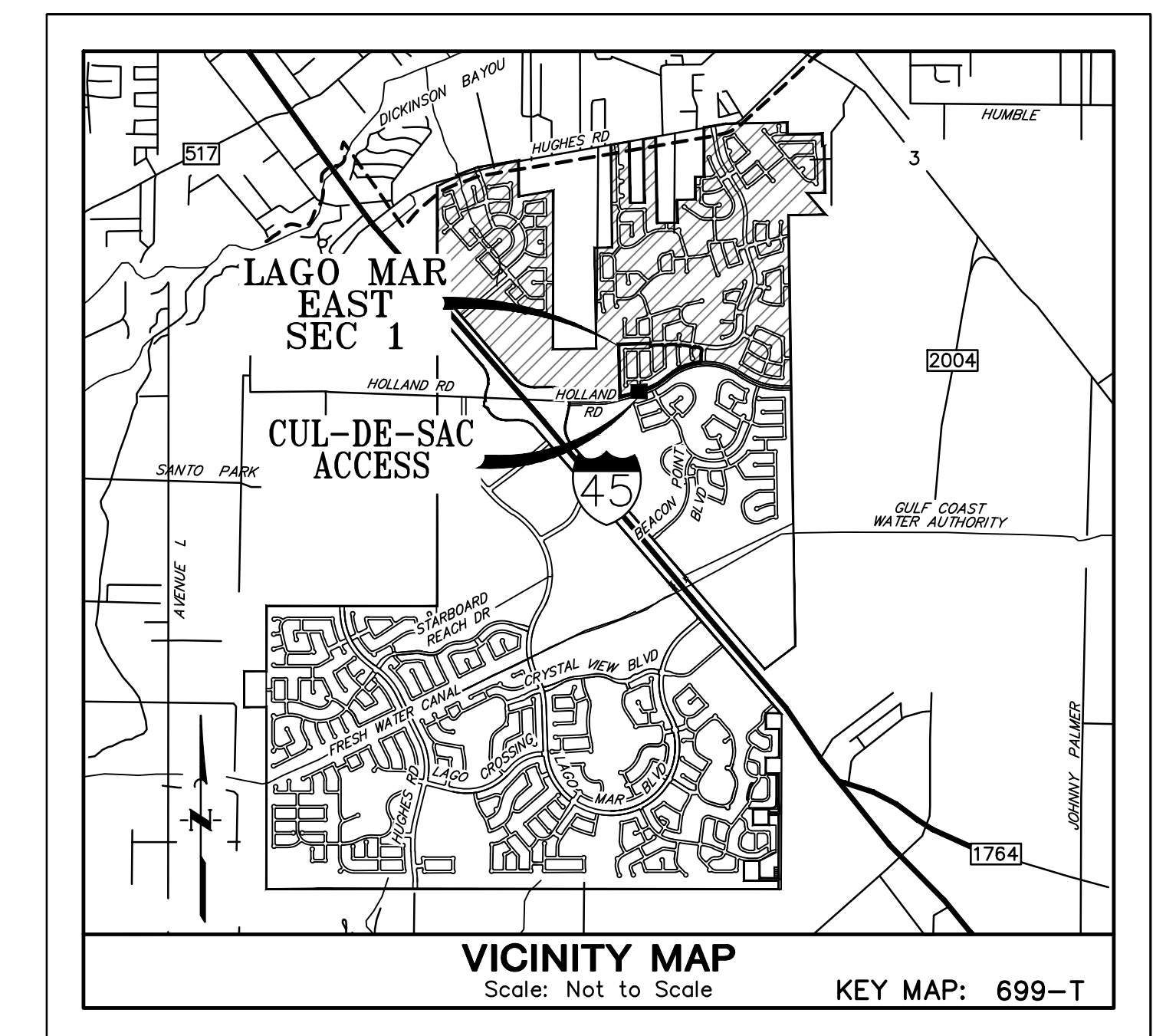
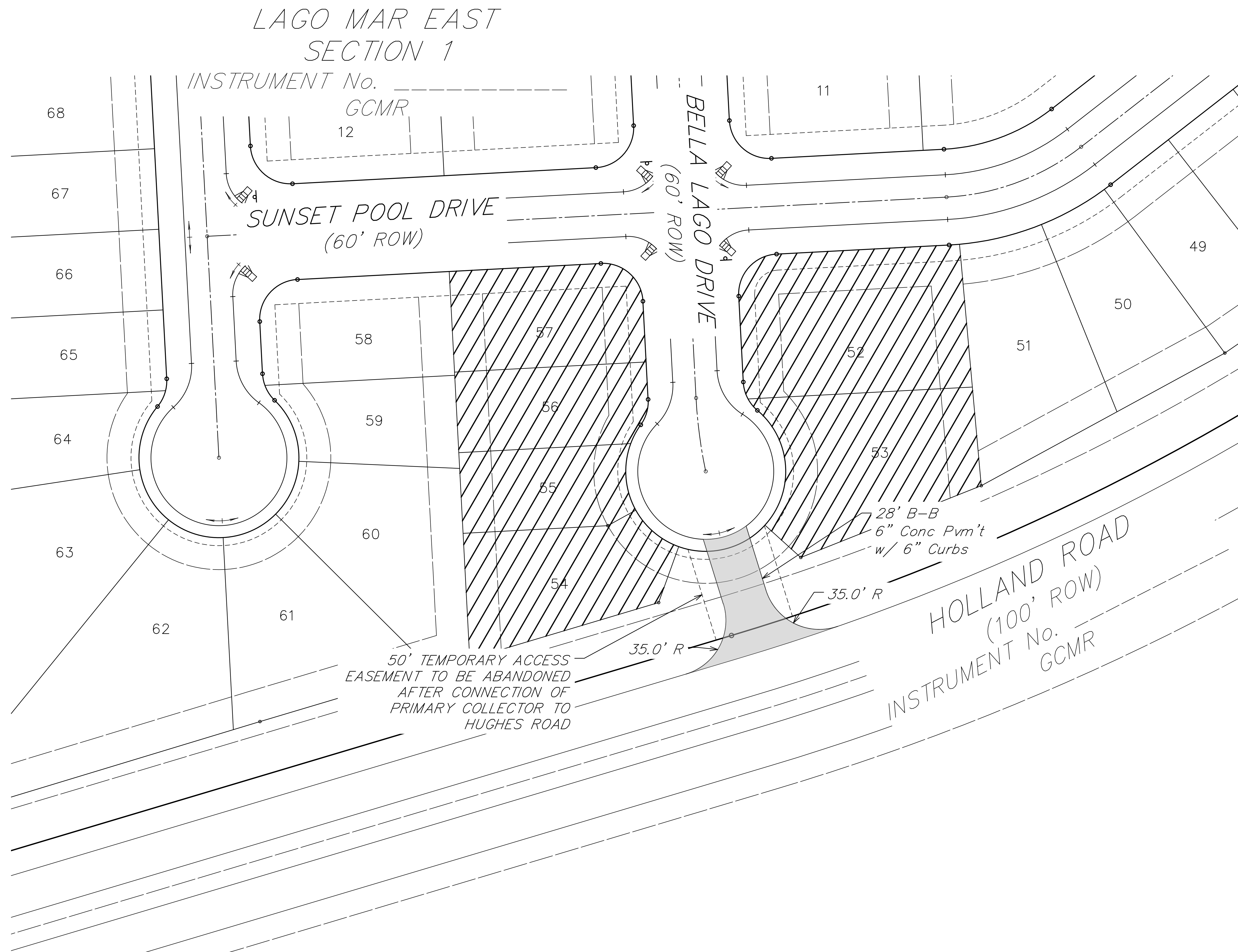


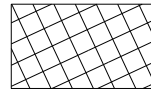
FIGURE 4-2
TEMPORARY
CUL-DE-SAC
ACCESS EXHIBIT
LAGO MAR EAST
PHASE 1

FEBRUARY 2025

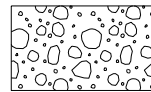


Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

DATE: FILE:

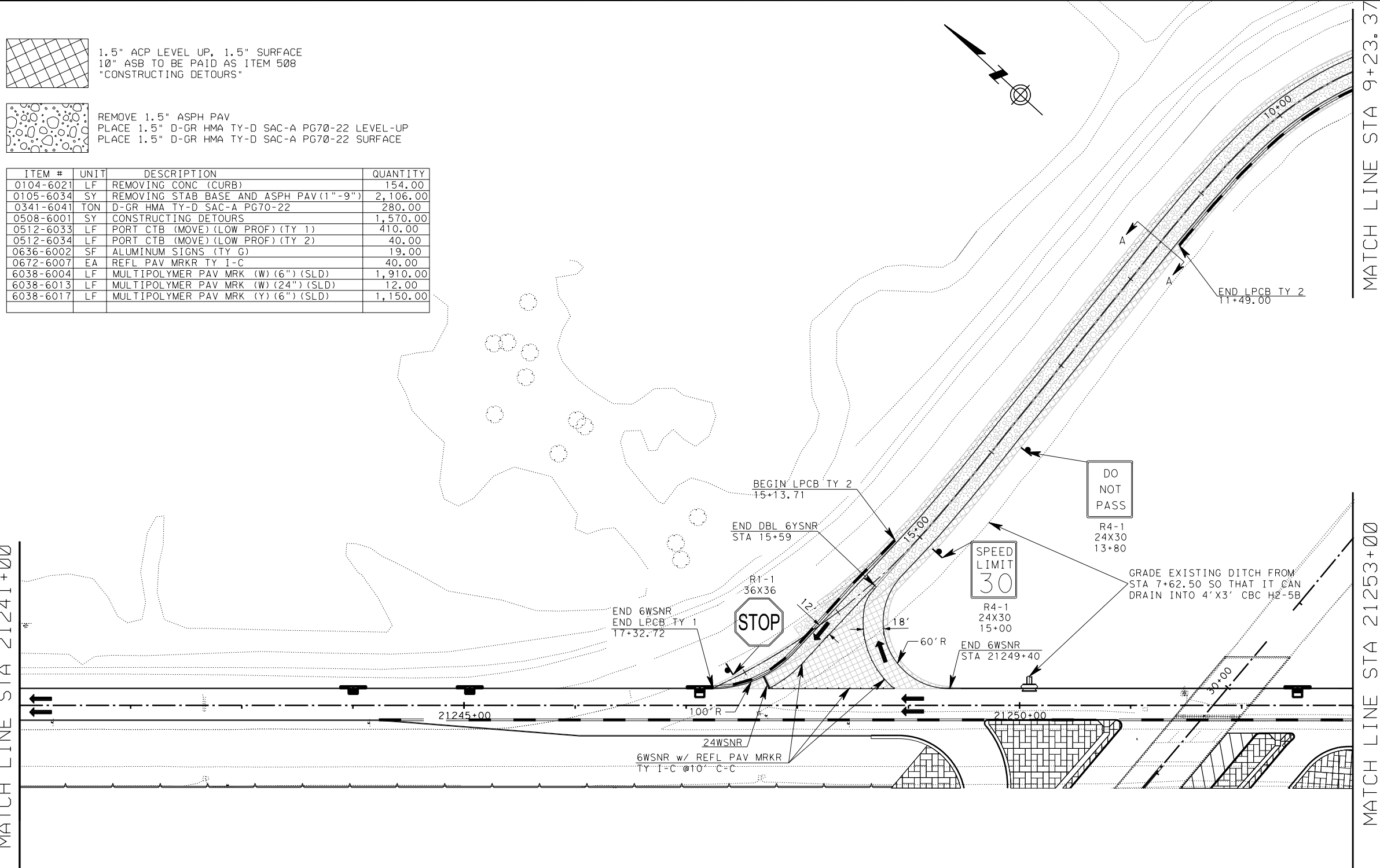


1.5" ACP LEVEL UP, 1.5" SURFACE
10" ASB TO BE PAID AS ITEM 508
"CONSTRUCTING DETOURS"



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



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.

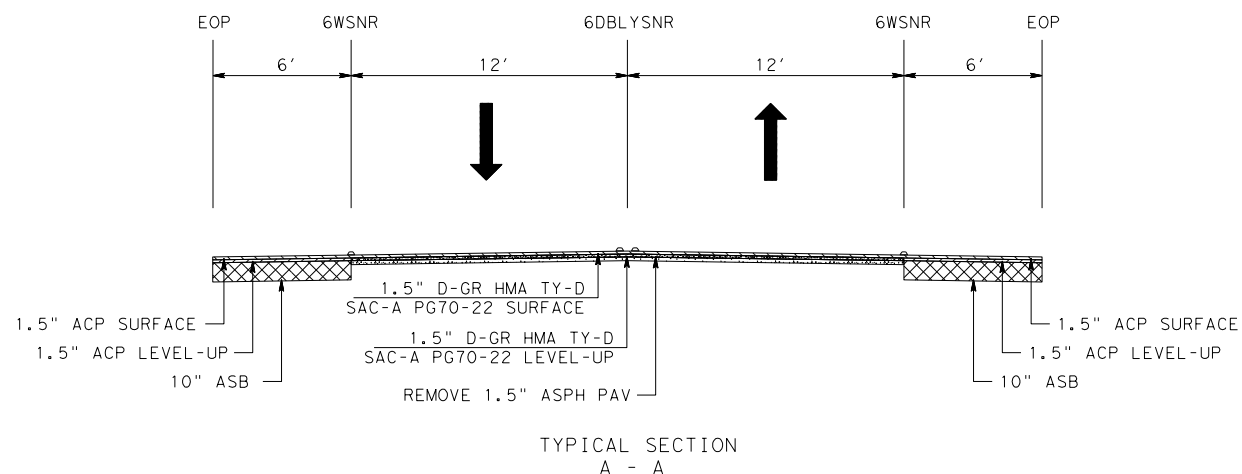
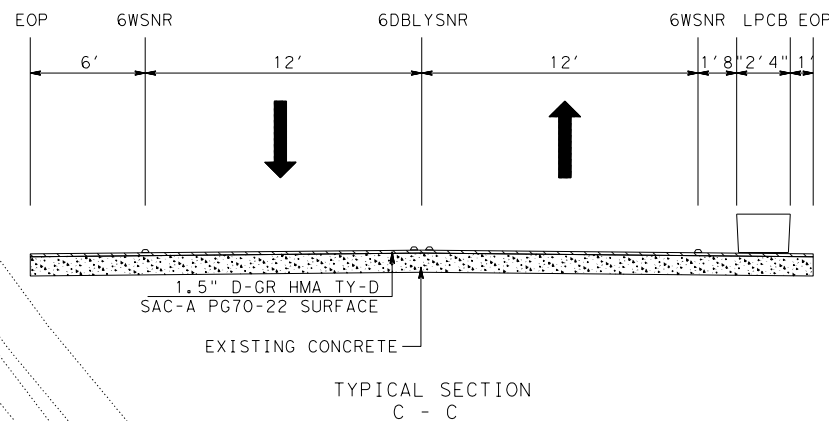
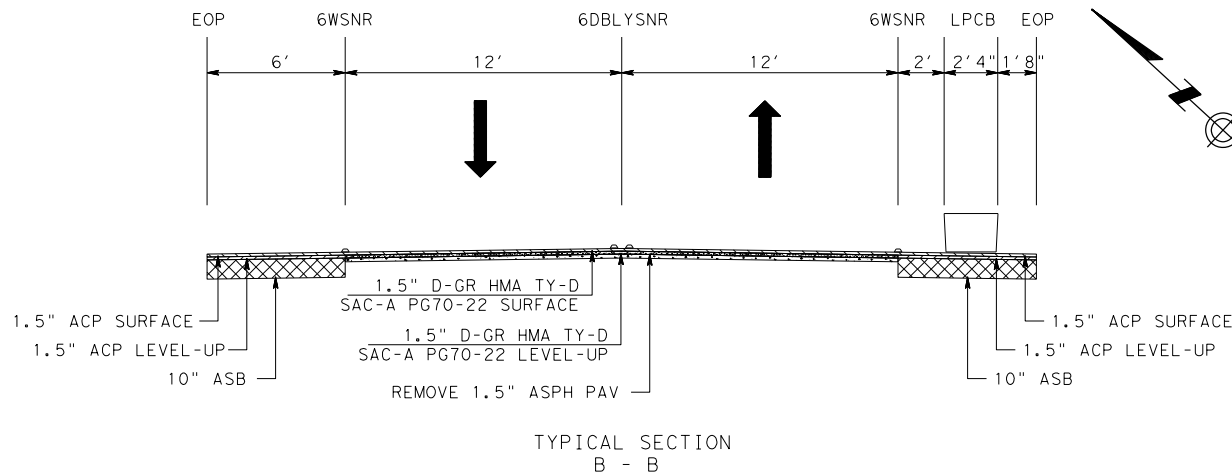
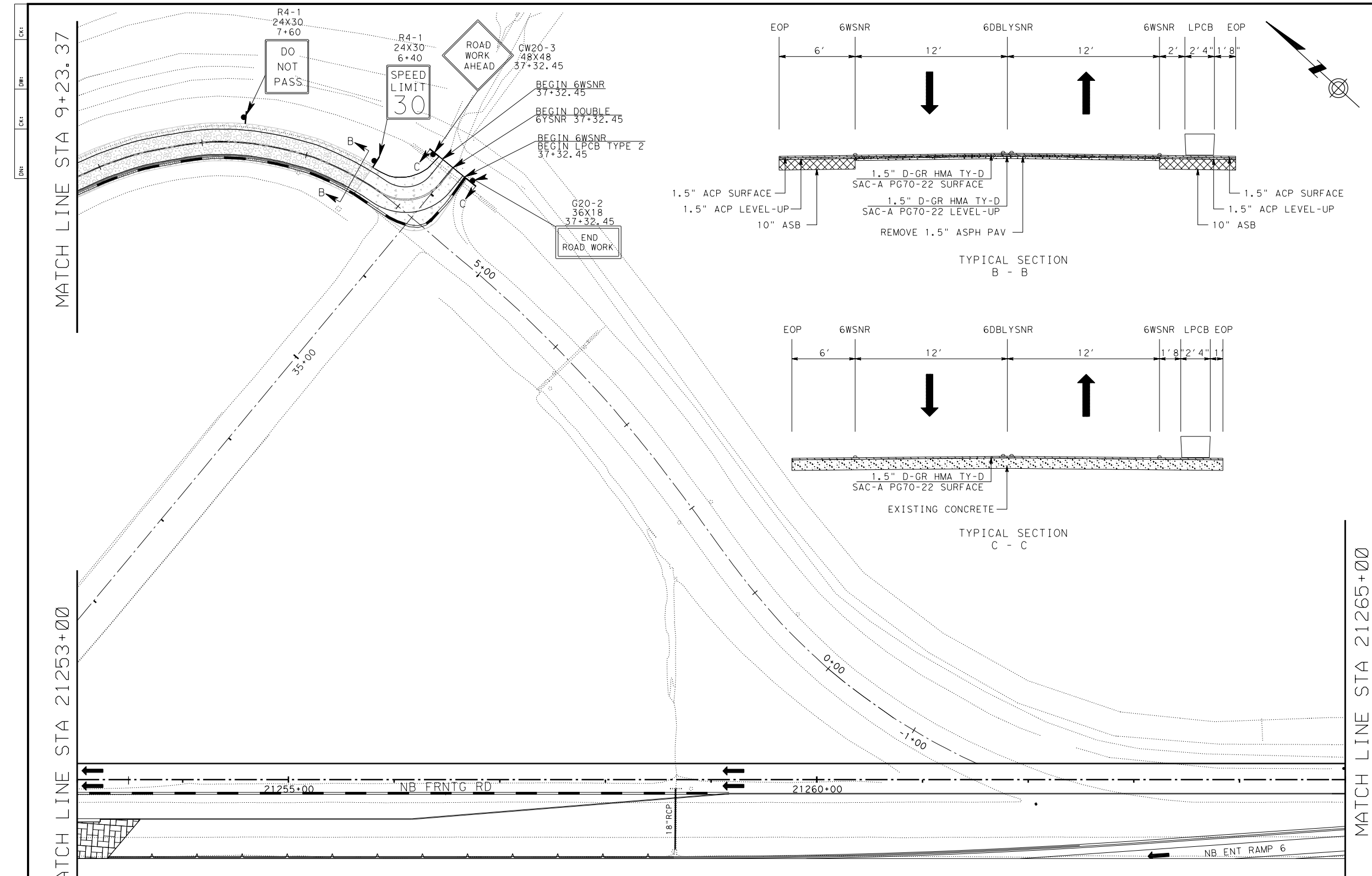


FIGURE 5-1:

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



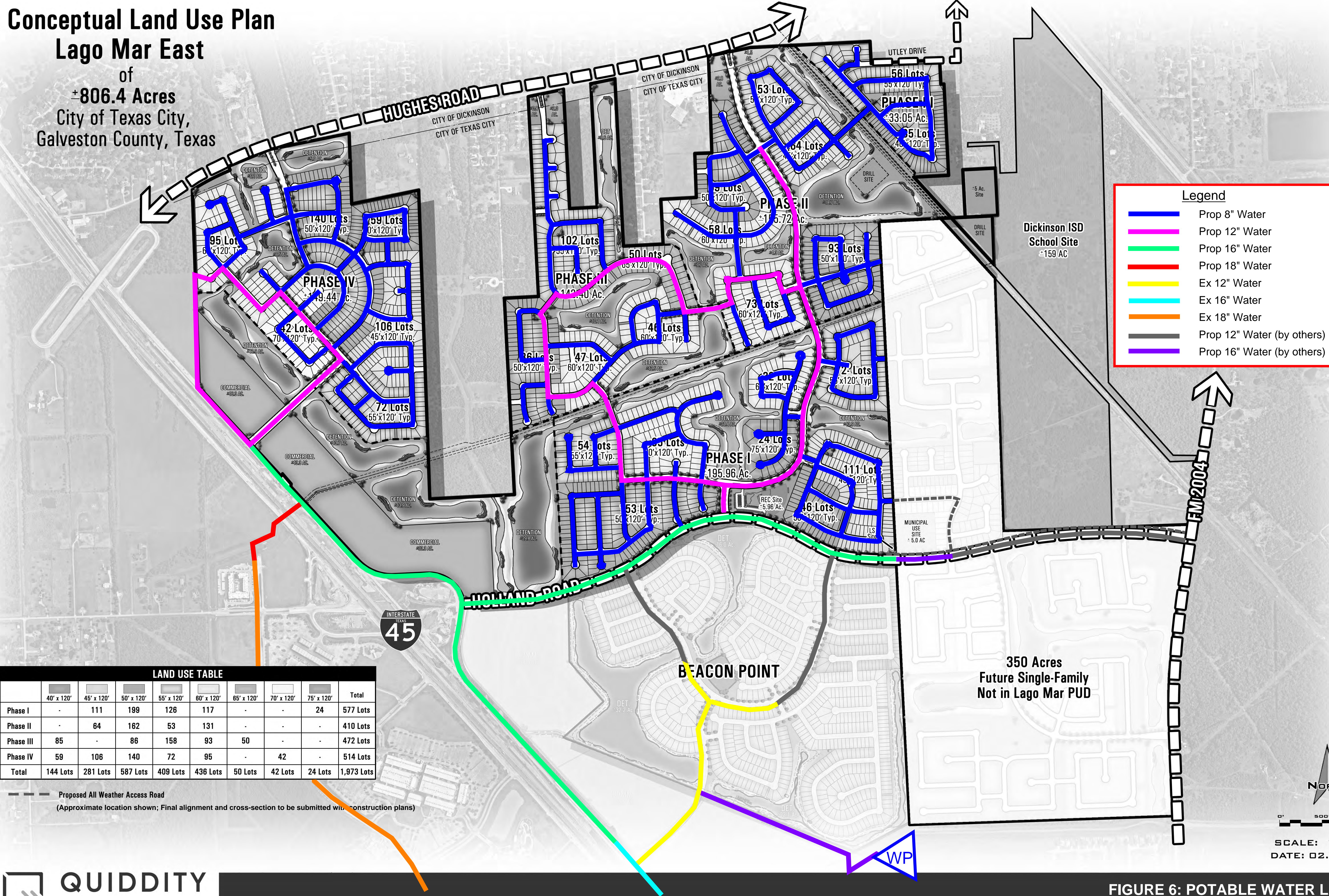
SCALE: 1"=100'

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



A Conceptual Land Use Plan Lago Mar East

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

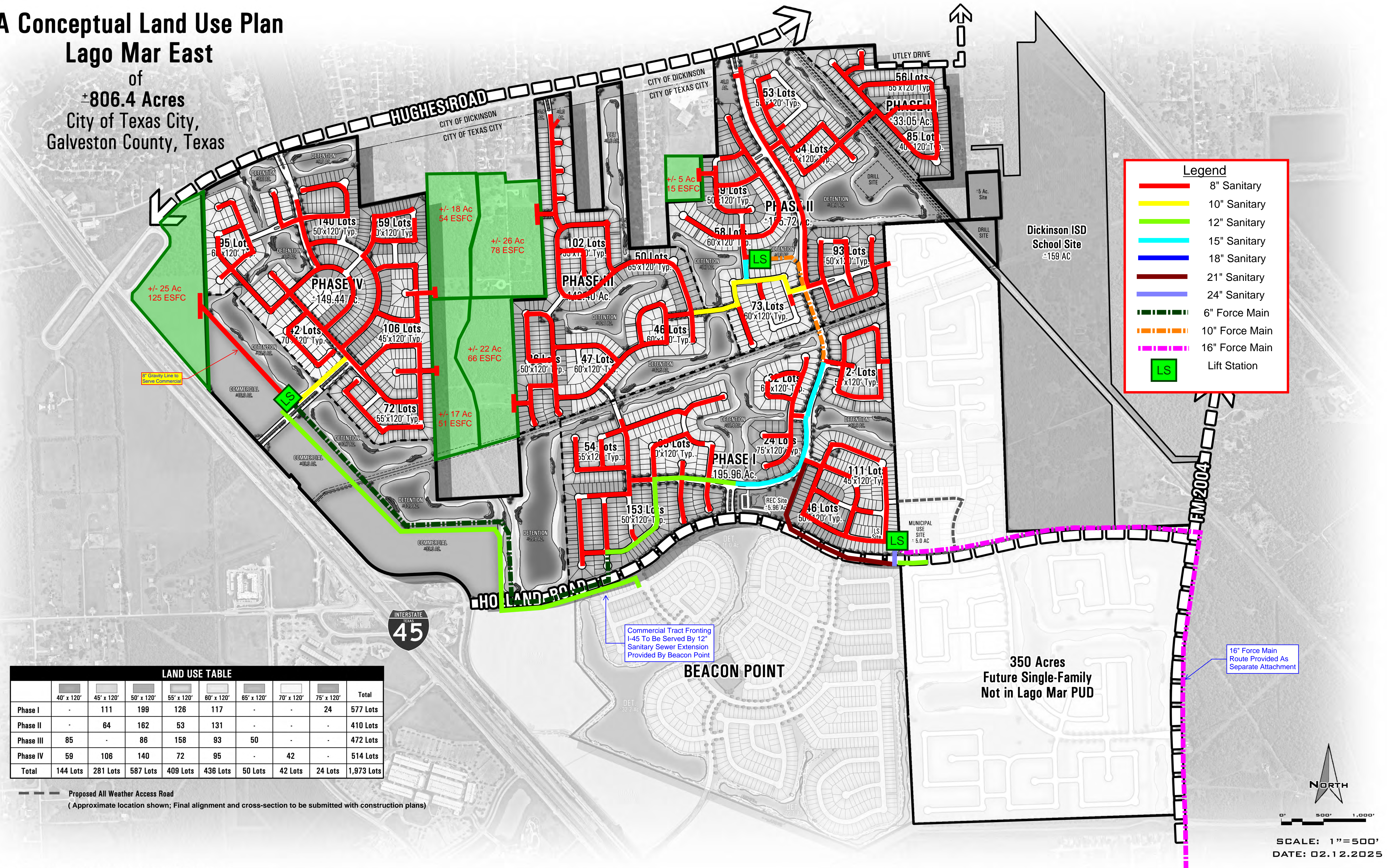
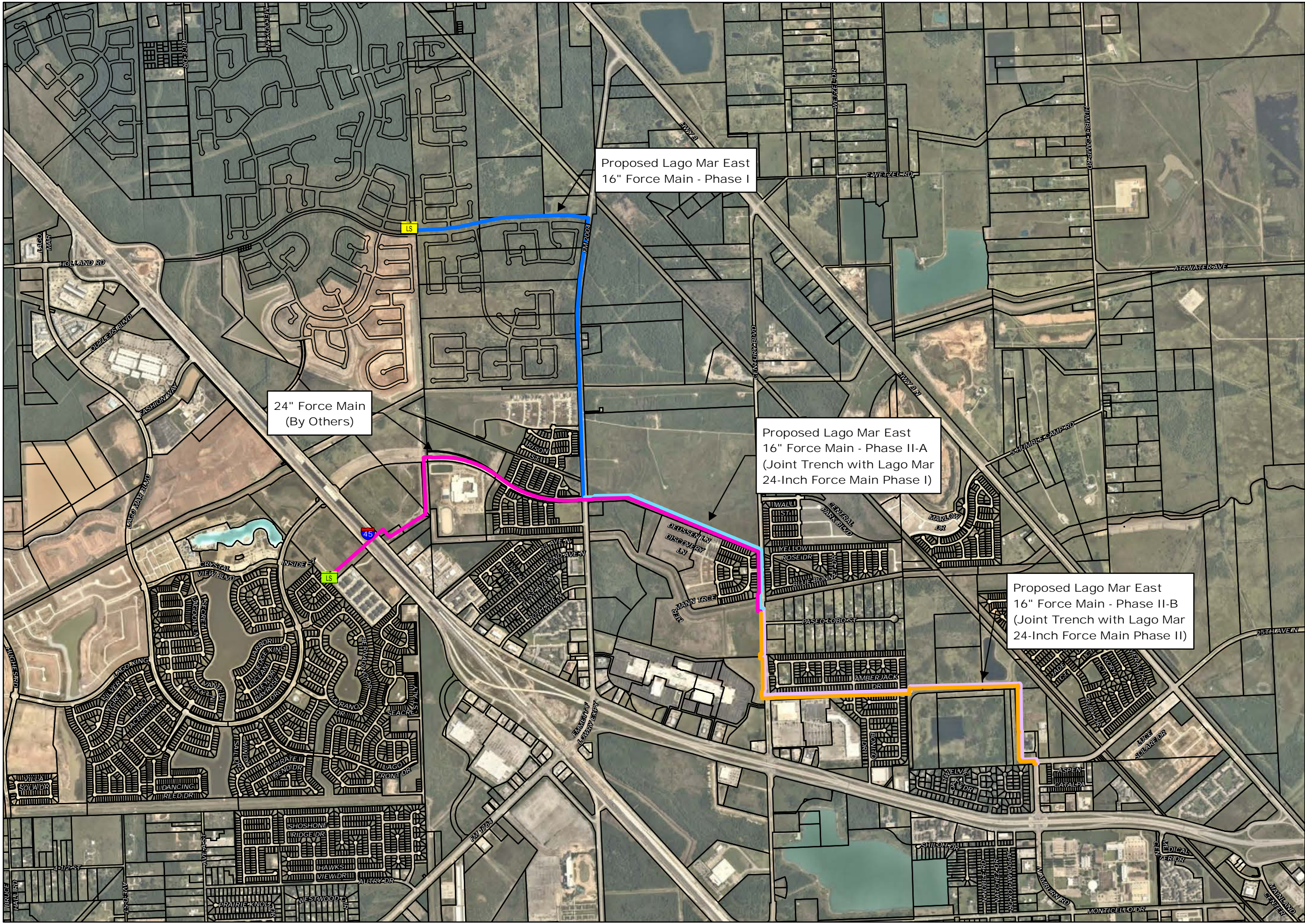


FIGURE 7: SANITARY SEWER LAYOUT



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

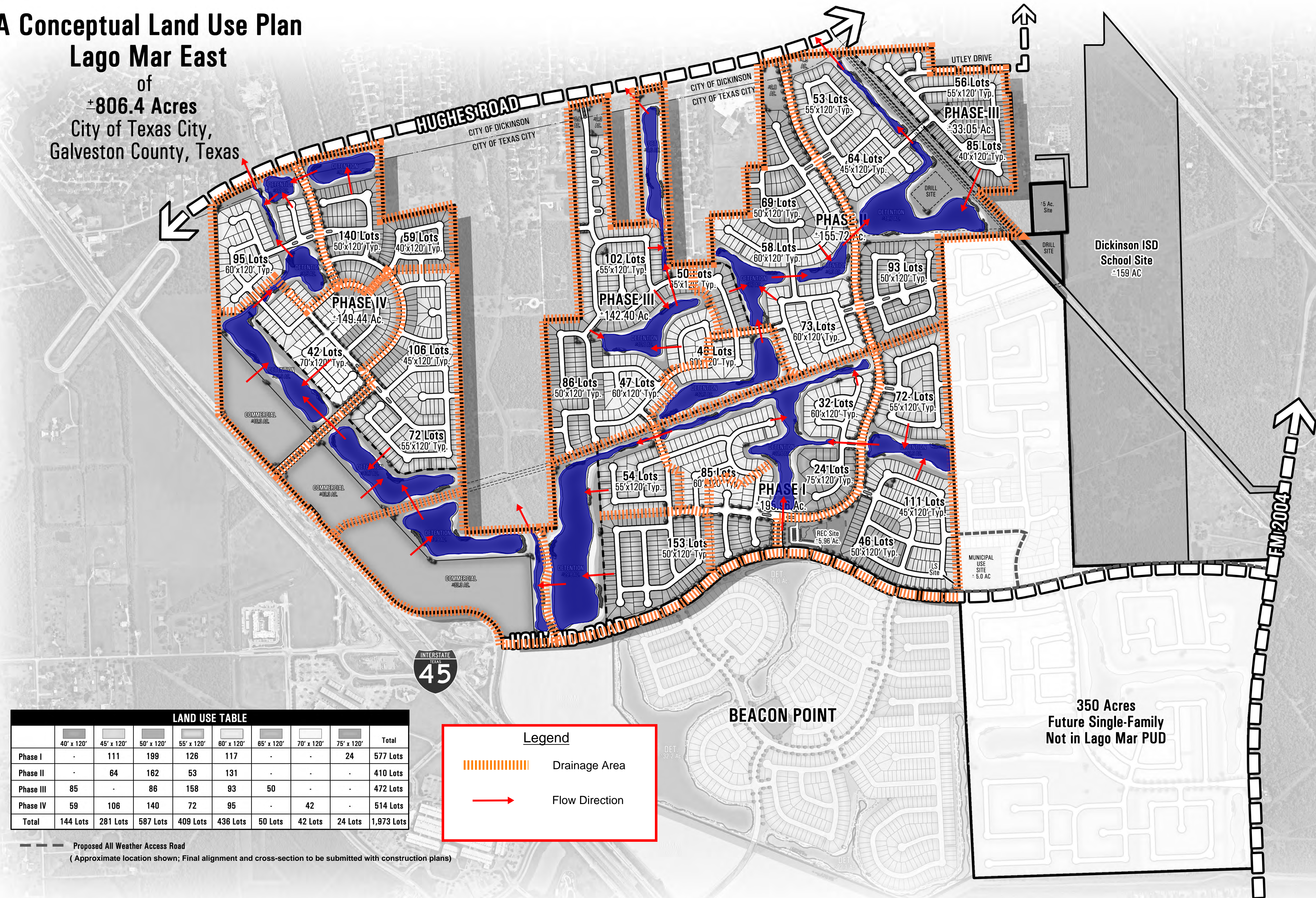


Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political 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



NORTH



0' 500' 1,000'



SCALE: 1"=500'

DATE: 02.12.2025

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 IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS 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

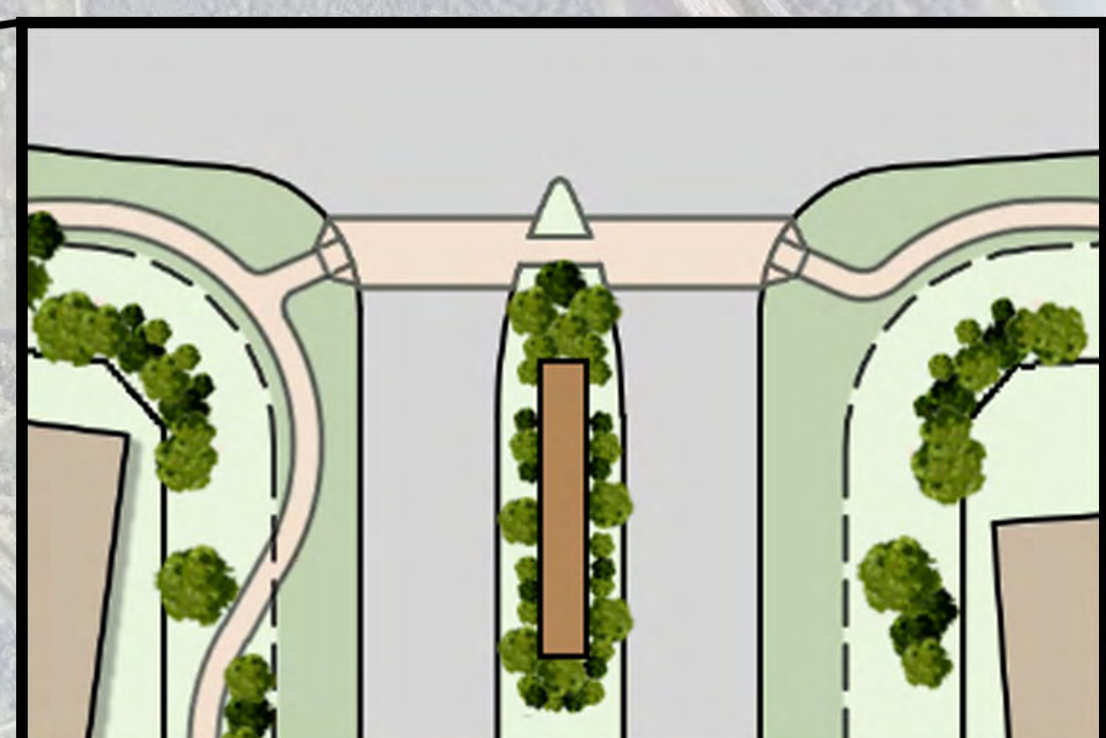
- Entry Monument
- Additional Monument

Neighborhood Village

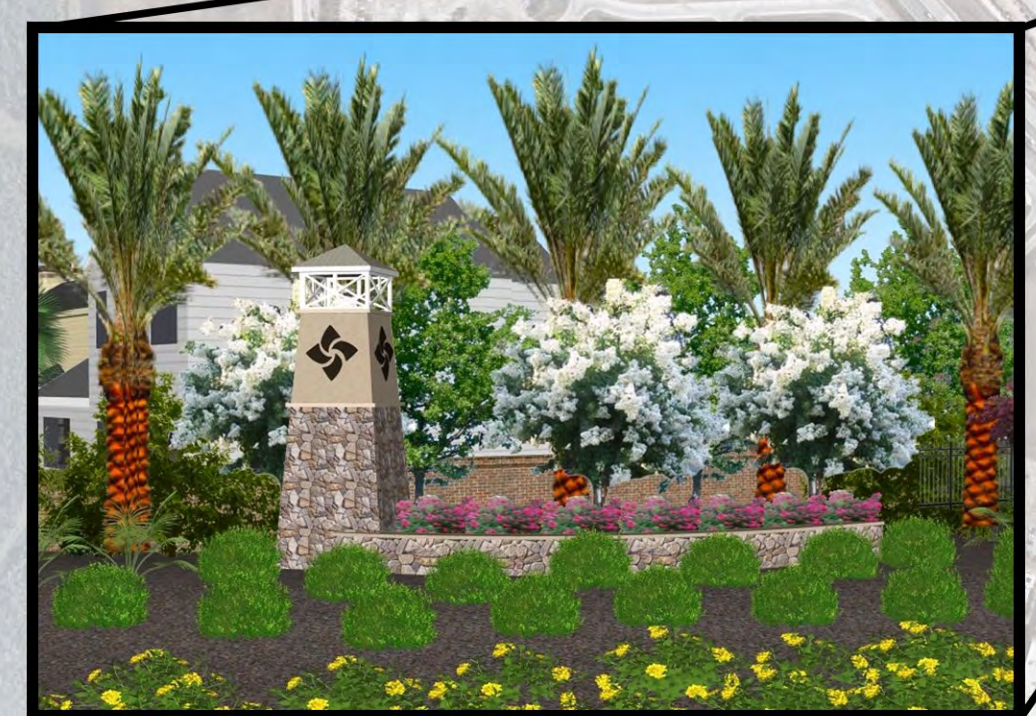
A	Lago Del Sol
B	Lago Crest
C	Lago Grove
D	Lago Manor
E	Lago Palms
F	Lago Oaks
G	Lago Creek
H	Lago Breeze
I	Lago Heights
J	Lago Court
K	Lago Forks
L	Lago Springs



Typical Boulevard Entry



Typical Boulevard Entry/Signs



NORTH

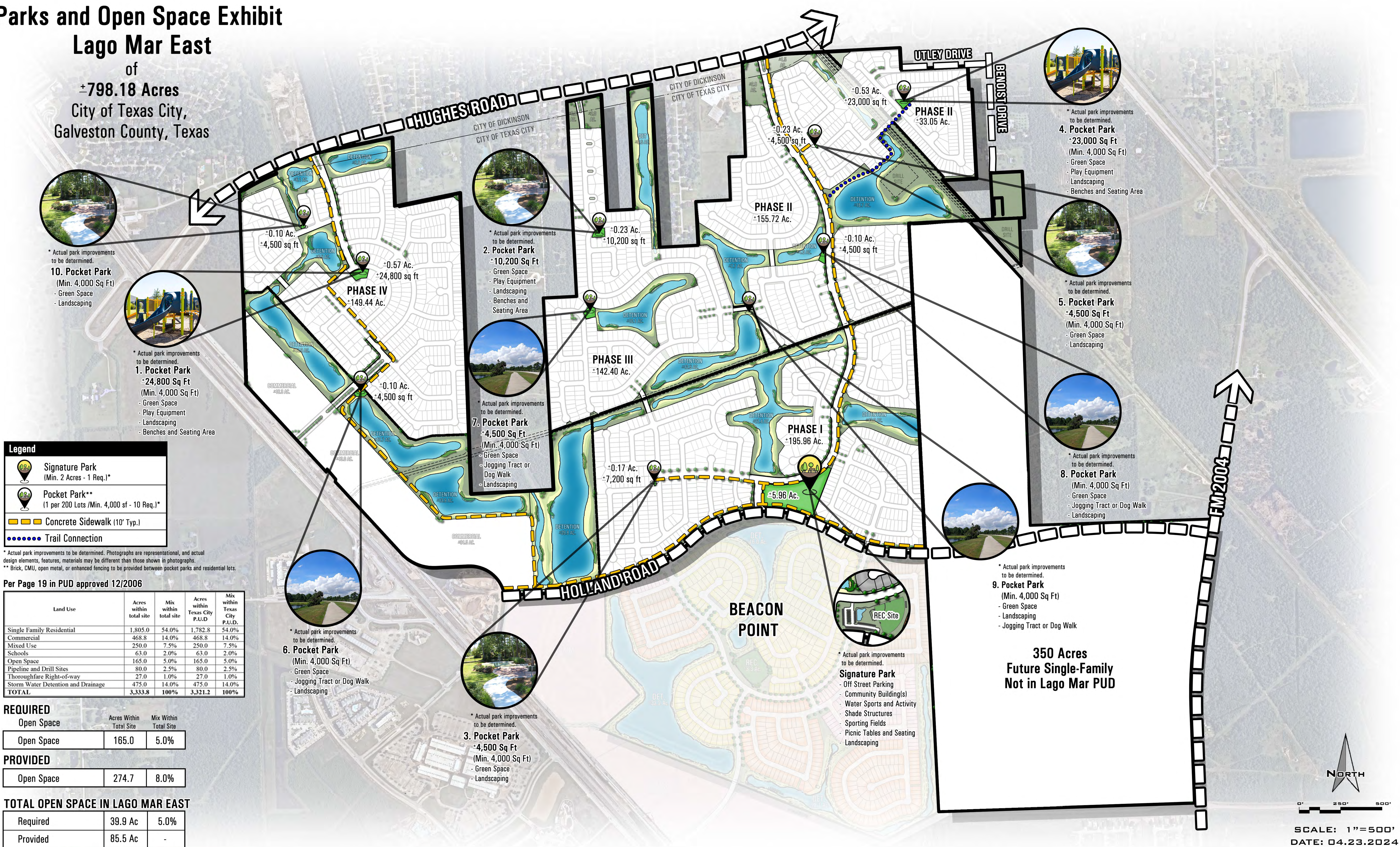
0' 250' 500'

SCALE: 1"=500'

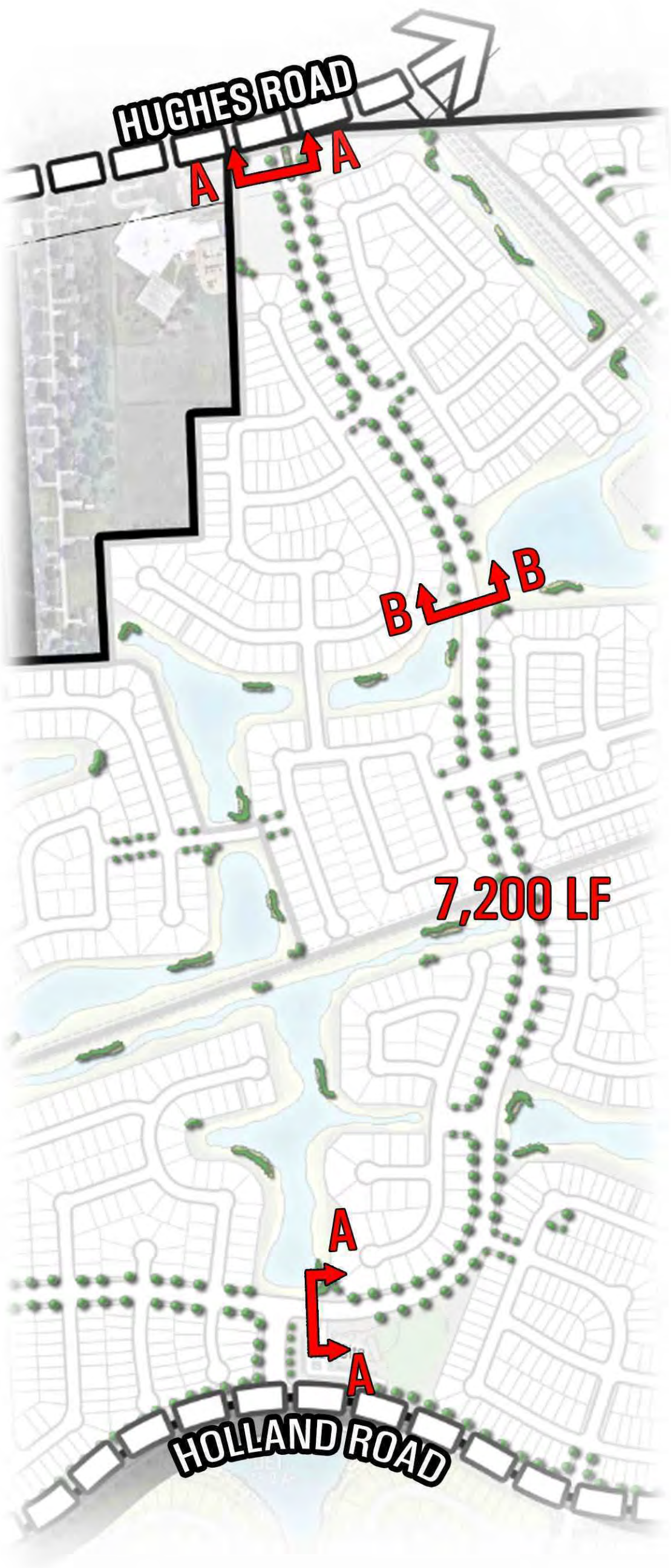
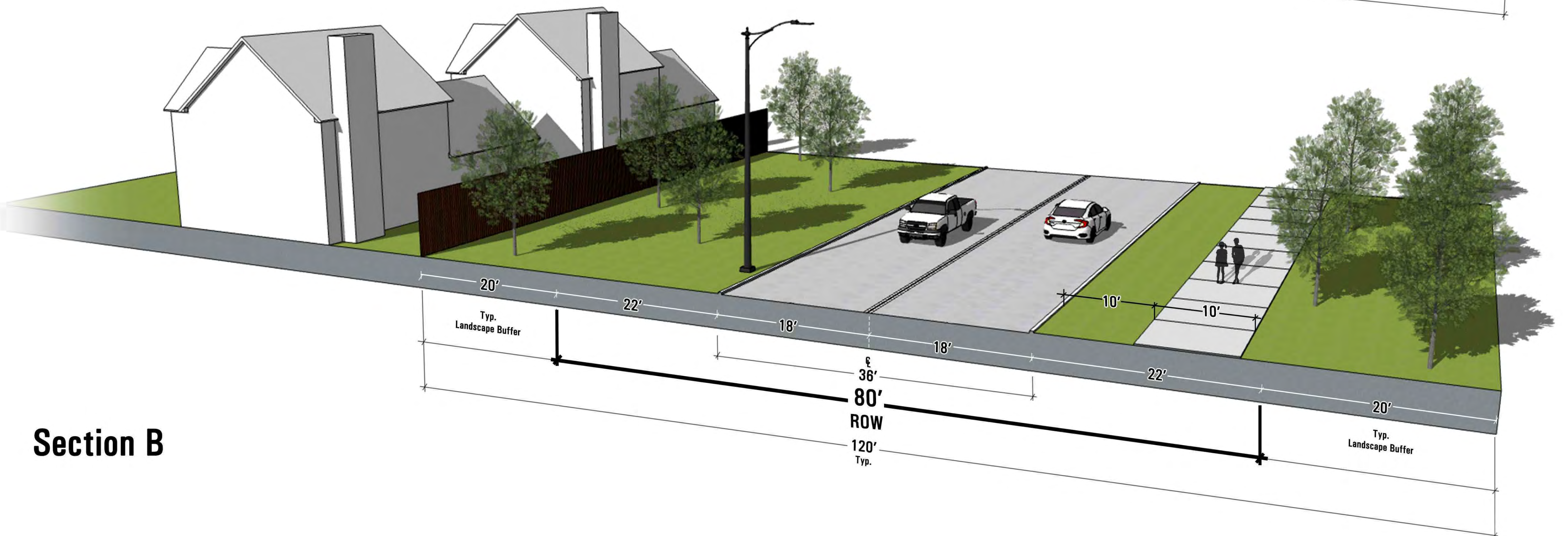
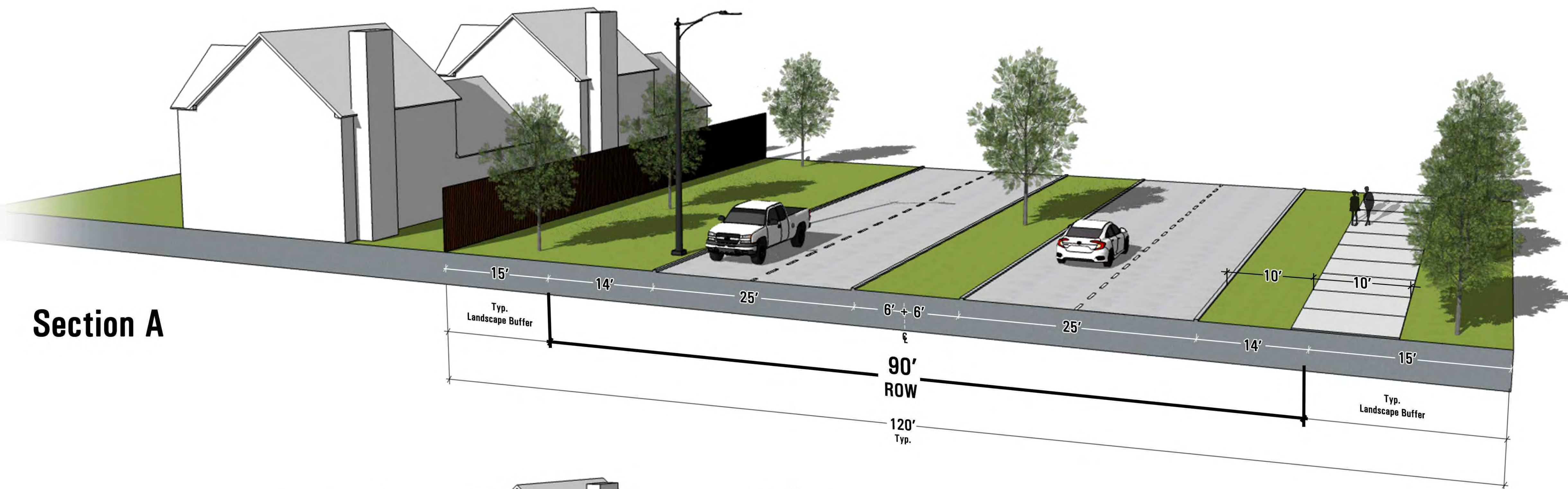
DATE: 02.24.2025

Parks and Open Space Exhibit
Lago Mar East

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



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.

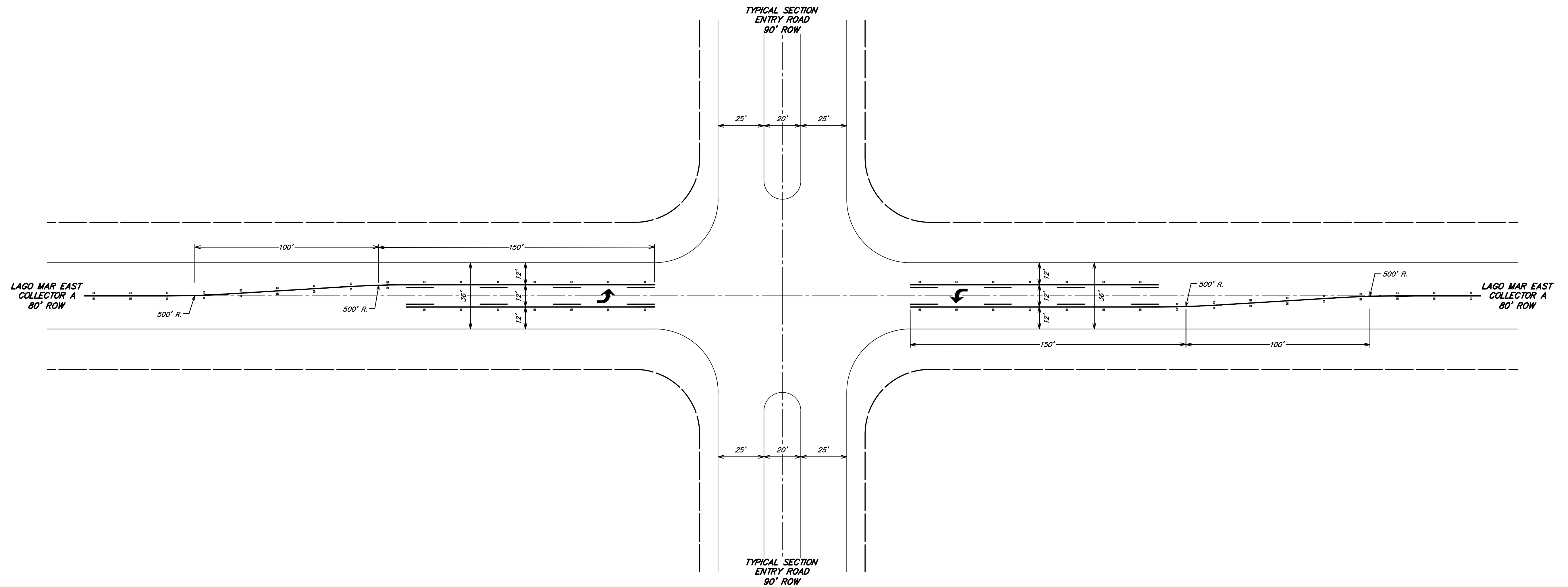
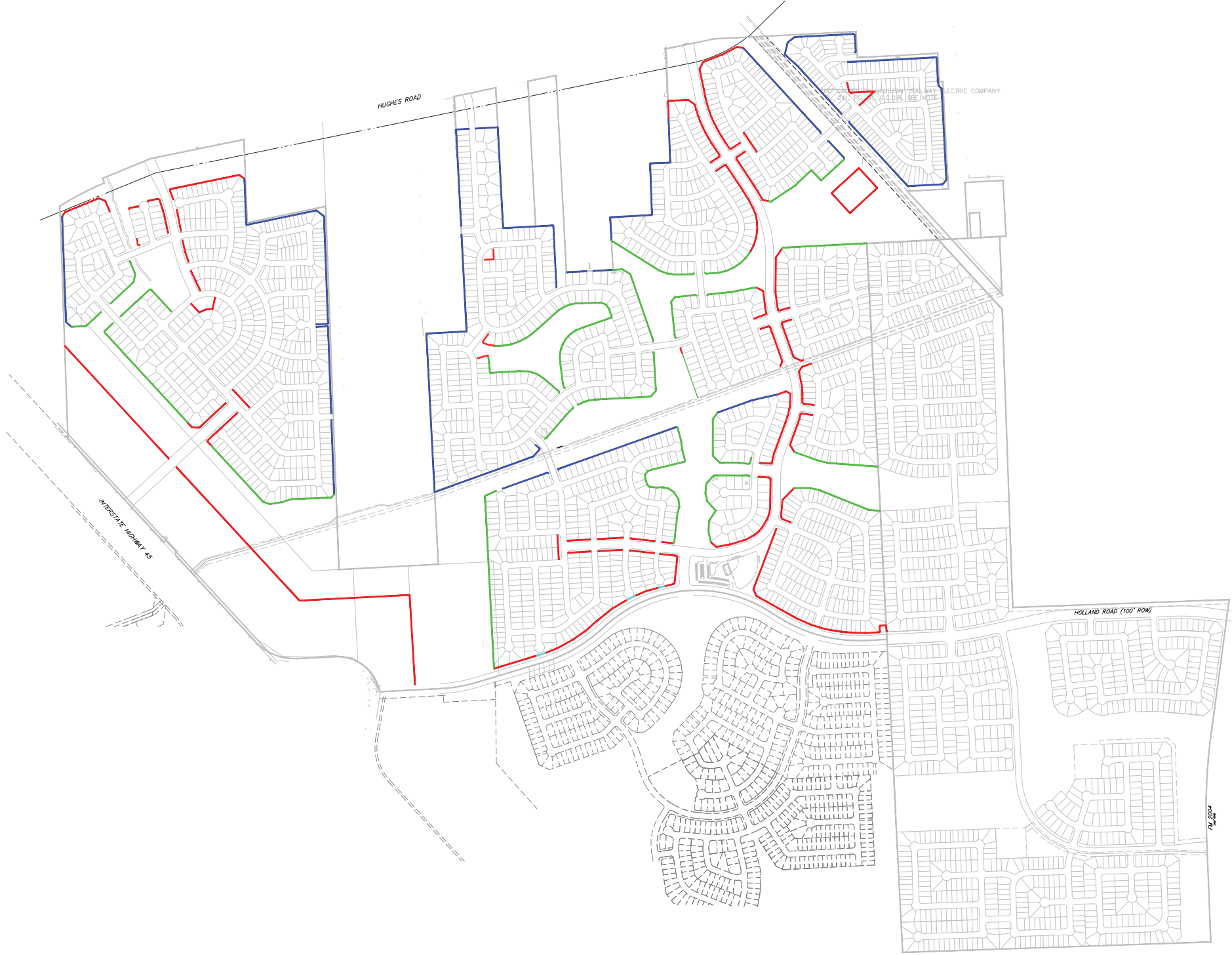


FIGURE 12-2
TYPICAL LEFT-TURN
LANE STRIPING
LAGO MAR EAST COLLECTOR A
TEXAS CITY, GALVESTON COUNTY, TEXAS



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



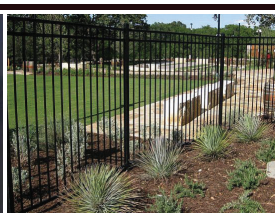

THOROUGHFARES, COLLECTORS, COMMERCIAL TRACTS, AND ALL PARKS

6' TUBULAR STEEL FENCE



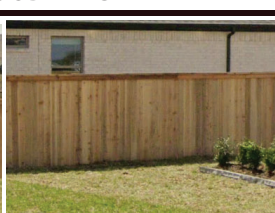
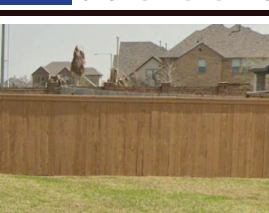
BACK OF LOTS ADJACENT TO DETENTION PONDS (BY BUILDER)

6' TUBULAR STEEL FENCE



AT CUL-DE-SAC AND ROW

6' UPGRADED WOOD FENCE



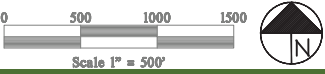


FIGURE 13: FENCING PLAN

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



WASHINGTON PALM



PINDO PALM



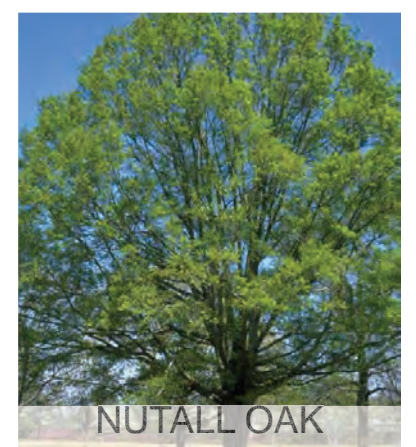
RED MAPLE



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



RUSSELIA



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

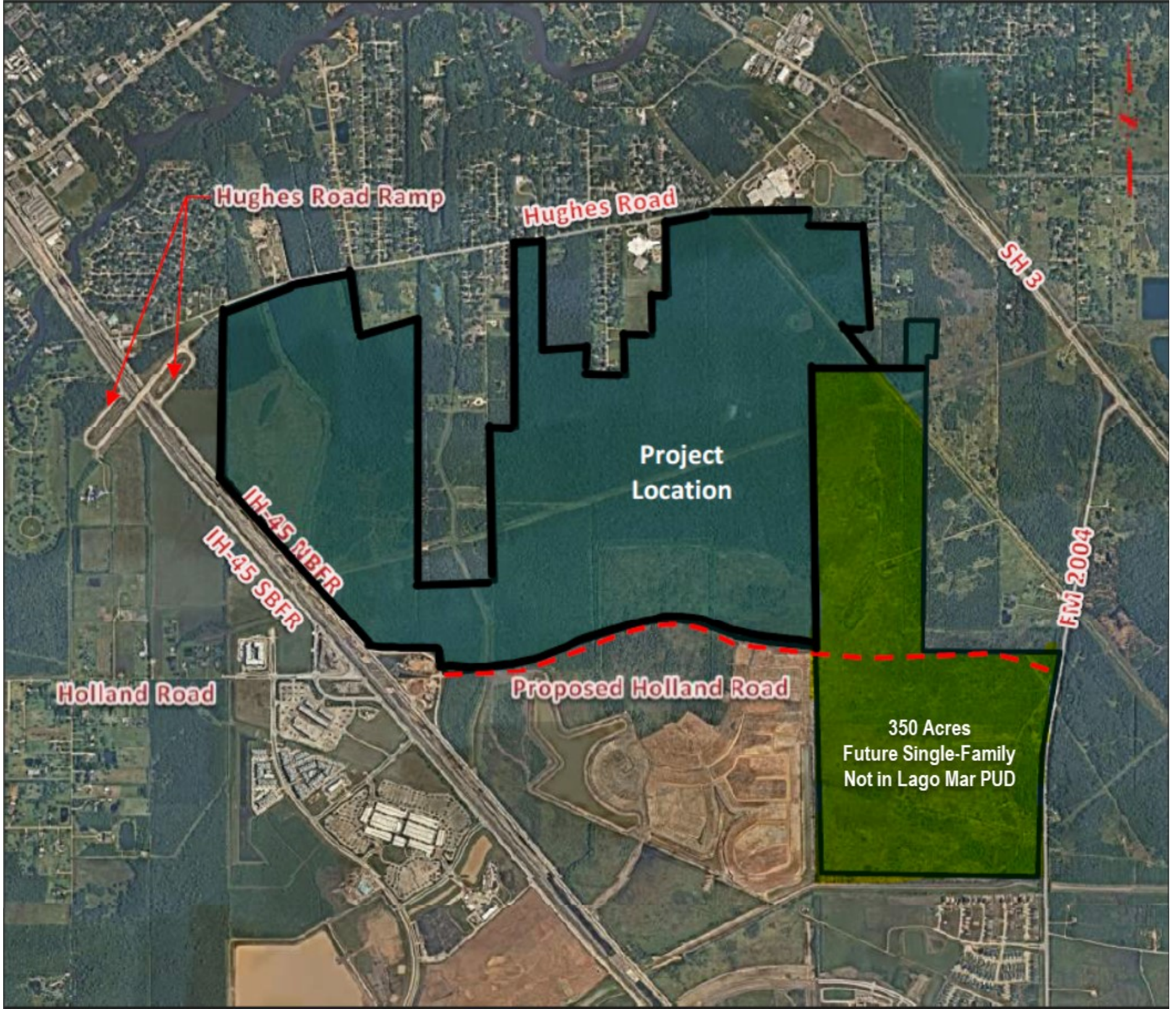
Developer shall be responsible for offsite improvements in accordance with Texas City policies. It is anticipated that some pavement repair and resurfacing will be required.

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.**



Hughes Road Ramp

Hughes Road

SH 3

Project
Location

IH-45 NBFR
IH-45 SBFR

Holland Road

Proposed Holland Road

FM 2004

350 Acres
Future Single-Family
Not in Lago Mar PUD

RESOLUTION NO. 2025-061

A RESOLUTION APPROVING A SUBDIVISION MASTER PLAN WITH CONDITIONS APPROVED IN ASSIGNMENT OF AND ADDENDUM TO THE DEVELOPMENT AGREEMENT WITH 545 LAGO MAR EAST 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 Subdivision Master Plan for Lago Mar East at its regular meeting on May 19, 2025, and recommended approval subject to certain conditions memorialized in Assignment of and Addendum to the Development Agreement. Staff have no objection to approval of the Subdivision Master Plan for Lago Mar East, 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 City Commission of the City of Texas City, Texas, hereby approves the Assignment of and Addendum to Development Agreement with 545 Lago Mar East Development, Ltd and conditions contained therein.

SECTION 3: That the Mayor is authorized to execute such agreements in substantially the same form as attached as **Exhibit “A.”**

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

PASSED AND ADOPTED this 18th 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

Resolution 2025-061

**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:

1. **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: LM EAST DEVELOPMENT, LLC
a TEXAS limited liability company
its general partner

By:  / Melanie Cole / Haroon Butch

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. If Phases II, III and IV are fully developed before the improvements or mitigation measures are fully constructed, such obligation 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 revised 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 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 577 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 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.

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 06/18/2025

Authorize Contract for Collection Services to Linebarger Goggan Blair & Sampson, LLP

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

Information

ACTION REQUEST

Authorize the approval of a contingency fee contract for Collection Services for the collection of delinquent taxes and court fines and fees with Linebarger Goggan Blair & Sampson, LLP.

BACKGROUND (Brief Summary)

It is customary for municipal governments to hire a professional firm to collect delinquent ad valorem taxes owed to the City and also hire a firm to collect delinquent court fines and fees. For the past 21 years, Linebarger Goggan Blair & Sampson, LLP has provided delinquent ad valorem tax collection services for the City and has done an outstanding job of serving the City of Texas City.

Furthermore, for the past 17 years, Linebarger Goggan Blair & Sampson, LLP has also collected the unpaid fines, fees, and court costs for the City and has provided outstanding services for those services as well.

Linebarger Goggan Blair & Sampson is located in Texas City and has provided exemplary service to the City and are recognized as a leader in their industry. By entering into the proposed agreement, delinquent taxes, municipal court unpaid fines, fees and court costs will be collected by well-qualified, competent professionals who perform this specialized legal service to cities throughout the State of Texas.

The term of this proposed agreement is for a five (5) year period ending on June 17, 2030. The fee for these services for Delinquent Tax Collections is fifteen (15) percent of delinquent taxes collected and twenty (20) percent for all attorneys' fees awarded in a delinquent tax suit on behalf of the City. The fee for collection of delinquent Municipal Court fees and fines is thirty (30) percent of all the fines and fees collected.

RECOMMENDATION

Staff recommends the City Commission authorize the Mayor to enter into a contingency fee contract for Collection Services to Linearger Goggan Blair & Sampson, LLP.

Furthermore, please note that a separate legal notice of this action was duly posted in accordance with Texas Government Code 2254.1036. Additionally, the attached Resolution contains certain findings required by state statute. And finally, a Texas Ethics Commission Form 1295 was submitted by the recommended firm as required.

Fiscal Impact**Attachments**

Cover Letter

Contract for Collection Services

Notice of Public Meeting

Resolution

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

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MAILING ADDRESS - P. O. DRAWER 2789, TEXAS CITY, TEXAS 77592-2789

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Emily K. Watkins, Partner
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Direct Line (713) 422-7169

Mark E. Ciavaglia, Managing Partner
Galveston County Office
mark.ciavaglia@lgbs.com
Direct Line (713) 844-3548

June 2, 2025

Mr. Jon Branson
Executive Director of Management Services
City of Texas City
Via email jbranson@texascitytx.gov

Re: Renewal of Contract for Collection Services and Requirements of Texas Law

Dear Mr. Branson:

First, please know that our firm greatly appreciates the opportunity to continue working with the City of Texas City. We value our long-standing relationship with the City of Texas City and are proud of the outstanding collection successes we have attained for the city.

This letter and the attached documents are intended to assist you in adequately preparing for the proposed renewal of our firm's contract with the City. Enclosed please find a proposed contract for your review and consideration by the City Commission.

Associated with this contract are several important actions that the City Commission and administration must undertake in accordance with HB 2826, a bill that was enacted by the Texas Legislature. This bill amended the Texas Government Code and became effective September 1, 2019. As amended, the statute affects certain contingent fee contracts for legal services, including the proposed contract between the City of Texas City and our firm.

It is critical to note, Texas Government Code §2254.110 provides that **failure to comply with the statutory notice and finding requirements will void the contract in its entirety**. In an effort to assist our clients in navigating these requirements, we have compiled a summary of the required actions governmental entities must perform, as set forth below. The following actions must be undertaken in strict accordance with the statute.

- 1) **NOTICE** – Texas Government Code §2254.1036 requires that a governmental entity must provide a very specific separate notice of any meeting during which the governing body will consider entering into a contingent fee contract for legal services. This notice provision affects the proposed contract with our firm.

Enclosed please find a proposed notice form required for the contract governing delinquent ad valorem tax collections and municipal court fee/fine collections. This notice must be separate and apart from the normal agenda or notice posted for the City Commission meeting. This notice must be posted in accordance with the Texas Open Meeting laws, as any other agenda or meeting notices of the governing body are posted.

June 2, 2025

Re: Renewal of Contract for Collection Services and Requirements of Texas Law

Please note that while minor stylistic changes can be made to the notice to meet the specific formatting used by the City of Texas City, the precise language of the notice has been carefully crafted to ensure conformity and compliance with the statute. Therefore, please contact me before any substantive changes are made to the notice.

- 2) **RESOLUTION CONTAINING CERTAIN FINDINGS** – The statute also requires that approval of the contract is only effective if, as part of the deliberation and approval of the contract, City Commission makes certain specific findings that are memorialized in writing. Enclosed please find a draft resolution containing the required findings.

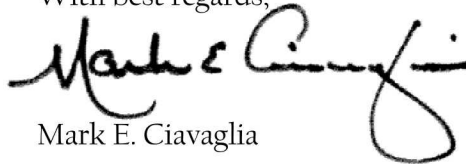
This resolution should be posted as a separate action item on the City Commission meeting agenda. In order to effectuate the contract, City Commission must approve the resolution by motion and affirmative vote of a majority of members present. Once approved, the resolution containing the statutory findings must be signed by the Mayor and made part of the City Commission's minutes.

As with the notice referenced above, the language included in this resolution is specific to the requirements of the statute. Please contact me before any substantive changes are made to these documents.

- 3) **TEXAS ETHICS COMMISSION FORM 1295** - Please also find enclosed a signed Form 1295, which is required by the Texas Ethics Commission. The information associated with this contract has been entered into the portal of the Texas Ethics Commission. Please note that before the expiration of thirty (30) days after the contract becomes effective, an official of the City of Texas City must log onto the Texas Ethics Commission portal and affirm that our firm has provided the Form 1295 Certificate of Interested Parties.

Please contact me if I can provide further information or assistance. Thanks very much for your time, courtesy and professional assistance.

With best regards,



Mark E. Ciavaglia

MEC/mls

Enclosures via email

cc: Mr. Kyle Dickson
Ms. Rhomari Leigh
Ms. Emily Watkins

Contract for Collection Services

This Contract is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the “Firm”) and City of Texas City (hereinafter referred to as the “Client”).

Article 1 – Nature of Relationship

1.01 The parties hereto acknowledge that this Contract creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

1.03 This Contract is entered into pursuant to and as authorized by Texas law, including Texas Tax Code §6.30 and Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2 – Scope of Services

2.01 *Delinquent Property Tax Collections* - The Firm shall take reasonable and necessary actions to enforce collection of delinquent property taxes (which may be described herein collectively as “receivables”) that are owed to the Client and that are subject to this Contract, as hereinafter provided and allowed by law.

2.02 The Client may from time-to-time specify, in writing, additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes and assessments.

2.03 Taxes owed to the Client shall become subject to this Contract upon the following dates, whichever occurs first:

- (a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax and attorney's fees are recovered and paid pursuant to a delinquent tax suit;
- (b) On the date any lawsuit is filed with respect to the recovery of the tax or estimated tax along with attorney's fees awarded and paid pursuant to a lawsuit, in accordance with the Texas Property Tax Code;
- (c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought;
- (d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or
- (e) On July 1 of the year in which the taxes become delinquent.

2.04 *Delinquent Municipal Court Fees and Fines* - The Firm shall take reasonable and necessary actions to enforce the collection of delinquent municipal court fees and fines (which may be described herein collectively as “receivables”). Fees and fines that are subject to this Contract

are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, “more than 60 days past due” has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase “more than 60 days past due” shall, for the term and purposes of this Contract, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.05 *Special Assessment Liens* – The Firm shall take reasonable and necessary actions to enforce the collection of any special assessment liens filed by the Client which may be the subject of a lawsuit for the collection of delinquent taxes and/or assessments.

2.06 The Client may from time-to-time specify in writing additional actions that should be taken by the Firm in connection with the collection of the receivables that are subject to this Contract. Client further constitutes and appoints the Firm as Client’s attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the Client’s claims.

2.07 Such legal services shall include but not be limited to recommendations and legal advice to Client to take legal enforcement action; representing Client in any dispute or legal challenge over authority to collect such receivables; defending Client in litigation or challenges of its collection authority; and representing Client in collection interests in bankruptcy matters as determined by Firm and Client. For the purposes of this Contract, the term ‘representing Client in bankruptcy matters’ shall be defined as filing claims and prosecuting such claims in proceedings in United States Bankruptcy Courts on behalf of Client for delinquent taxes, special assessment liens, utility liens and unpaid utility receivables for which Client has received a bankruptcy notice. Such bankruptcy notices received by Client shall be promptly forwarded to Firm to enable Firm to assert and prosecute any such bankruptcy claim. The bankruptcy services as described will be provided to Client by the Firm at no cost to Client. This Contract supersedes all prior oral and written Contracts between the parties regarding such receivables, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.08 The Client agrees to provide to the Firm data regarding any receivables that are subject to this Contract. The data shall be provided by electronic medium in a file format specified by the Firm. The Client and the Firm may from time-to-time agree in writing to modify this format. The Client shall provide the data to the Firm not less frequently than monthly for delinquent fees and fines.

2.09 The Firm, in all communications seeking the fee and fine receivables subject to the Contract, shall direct all payments for fees and fines directly to the Client at an address designated by the Client. If any receivables are paid to the Firm, said payments shall be expeditiously turned over to the Client.

Article 3 - Compensation

3.01 *Delinquent Tax Collections* - Client agrees to pay the Firm, as compensation for the delinquent tax collection services:

(a) Fifteen percent (15%) of the amount of delinquent taxes, penalty and interest, subject to the terms of this contract as set forth in Paragraph 2.03(a) hereinabove, collected and paid to the collector of taxes during the term of this contract, as and when collected; and

(b) Twenty percent (20%) of the amount of all delinquent taxes, penalty and interest, subject to the terms of this contract as set forth in Paragraph 2.03(b)-(e) hereinabove, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 *Delinquent Municipal Court Fees and Fines* - The Client agrees to pay the Firm thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the Client pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this Contract as set forth in Section 2.04 above that are collected by the Client during the term of this Contract.

3.03 *Special Assessment Liens* – The Firm agrees to pursue collection of special assessment liens filed by the Client in any lawsuit which is filed for the collection of delinquent taxes. There being no provision under Texas law that allows for the addition of a collection fee on a special assessment lien, the Firm agrees that it shall receive no compensation for the collection of special assessment liens collected on behalf of the Client.

3.04 The Client, through its Interlocal Contract with Galveston County for tax collection services, shall pay the Firm compensation owed for tax collection services by the twentieth (20th) day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

3.05 The Client shall pay the Firm by the twentieth day of each month all compensation earned by the Firm for delinquent fees and fines collections and special assessment liens for the previous month as provided in this Article 3. The Client shall provide an accounting showing all collections for the previous month with the remittance. All compensation shall become the property of the Firm at the time payment of the receivable is made to the Client.

Article 4 - Retention of Files and Intellectual Property Rights

4.01 The Firm recognizes and acknowledges that all items contained in the Firm's litigation files related to the Firm's representation of the Client are the property of the Client. The Firm agrees to retain and safeguard such files on behalf of the Client, provided that, the Client agrees that such files may, from time to time, be disposed pursuant to the File Retention Policy attached hereto as Schedule 'A' File Retention.

4.02 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Contract. The Client agrees and hereby grants to the Firm the right to use

and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.03 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5 - Costs

5.01 The Firm and Client recognize that certain costs, *e.g.*, publication costs and title research fees, *etc.*, will be incurred in the process of providing the services contemplated in this Contract. The Firm will either: (i) advance such costs on behalf of the Client, or (ii) arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered from the delinquent taxpayer. All such costs incurred will be wholly advanced by Firm and Firm will seek reimbursement of such advanced costs through legal remedies allowed by law. Client has no liability for any such advanced cost.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

Article 6 - Term and Termination

6.01 The effective date of this Contract is _____, 2025. The Initial Term of this Contract shall expire on _____, _____ 2030, (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to thirty (30) days before the Expiration Date of the Initial Term of this contract, the Client or the Firm notifies the other in writing that it does not wish to continue this Contract beyond its Initial Term, this Contract shall be automatically extended for an additional two (2) year period without the necessity of any further action by either party. Unless prior to thirty (30) days before the expiration of the additional two (2) year renewal period, the Client or the Firm notifies the other in writing that it does not wish to continue this Contract beyond its two (2) year renewal term, this Contract shall renew automatically for additional two (2) year renewal periods in the same manner at the end of each thirty (30) day successive renewal period, without the necessity of any further action by either party.

6.03 If at any time during the initial term of this Contract or any extension hereof, the Client determines that the Firm's performance under this Contract is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty (60) day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Contract effective upon the expiration of ten (10) days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Notwithstanding the foregoing, Client may terminate this Contract at any time, effective upon the expiration of thirty (30) days written notice of such termination.

6.05 Whether this Contract expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six (6) months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six (6) month period.

6.06 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Contract constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six (6) month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7 – Miscellaneous

7.01 *Assignment and Subcontracting.* This Contract is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Mediation and Venue.* Any controversy between the parties to this Contract involving the construction or application of any of the terms, covenants, or conditions of this Contract shall, on the written request of one party served on the other, be submitted to mediation. In the event mediation is unsuccessful, the parties are free to pursue their right in a court of competent jurisdiction. Any legal proceedings relative to this Contract or the obligations thereunder shall be in Galveston County, Texas.

7.03 *Integration.* This Contract contains the entire Contract between the parties hereto and supersedes all previous oral or written Contracts. This Contract may only be modified in a written amendment, executed by both parties.

7.04 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client’s claim.

7.05 *Compliance with Texas Government Code §2270.022.* In compliance with Texas Government Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN CONSIDERATION OF THE TERMS AND COMPENSATION HEREIN STATED, the Firm hereby accepts said employment and undertakes the performance of this Contract as above written. This Contract is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

CITY OF TEXAS CITY

LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP

Dedrick Johnson, Sr., Mayor

Mark E. Ciavaglia, Partner

Date:_____

Date:_____

ATTEST:

City Secretary

SCHEDULE ‘A’ – FILE RETENTION

DELINQUENT TAX SUIT FILES

- (a) Cases in which non-suits are taken, dismissals are granted, or judgments are vacated, may be destroyed upon the expiration of five (5) years following the date of non-suit or dismissal or one (1) year after a judgment is taken on the same property in a subsequent suit, whichever first occurs.
- (b) Cases in which judgments are taken, followed by satisfaction of the judgment by any means other than foreclosure sale, may be destroyed upon the expiration of five (5) years following satisfaction of the judgment.
- (c) Cases in which real property judgments are taken or real property seizures conducted under tax warrant, followed by tax sale, are destroyed upon the expiration of twenty-five (25) years following the date of original tax sale.
- (d) Cases in which judgments are taken for personal property taxes, followed by abstract of judgment, are destroyed upon the expiration of twenty (20) years following the filing of the abstract or one (1) year following satisfaction of the judgment, whichever first occurs.

PERSONAL PROPERTY TAX WARRANT FILES

- (a) Cases in which non-suits are taken, dismissals are granted, or dissolution of warrant occurs prior to a seizure of any property are destroyed upon the expiration of one (1) year following the date of non-suit, dismissal, dissolution.
- (b) Cases in which seizures under a warrant occurs, regardless of whether actual sale of property occurs, are destroyed upon the expiration of four (4) years following the date of seizure.

BANKRUPTCY FILES

- (a) Cases that have been dismissed are destroyed upon the expiration of one (1) year following the date of dismissal.
- (b) “No Asset Chapter 7” cases in which a discharge has been granted to the debtor are destroyed upon the expiration of one (1) year following the date of discharge or final payment, whichever occurs earlier.
- (c) “Chapter 13” cases in which a discharge has been granted to the debtor are destroyed upon the expiration of one (1) year following the date of discharge.
- (d) “Chapter 7 Asset” cases are destroyed upon the expiration of one (1) year following the filing of the Trustee’s Final Report.
- (e) “Chapter 11” cases in which there is a Confirmed Plan are destroyed upon the expiration of eight (8) years following the date of Confirmation, unless the plan has not been completed. In the event payment under the plan is not complete following eight (8) years, then the file shall be destroyed upon the expiration of one (1) year following receipt of the final payment under the plan.

**CITY OF TEXAS CITY
NOTICE OF A PUBLIC MEETING OF CITY COMMISSION**

WEDNESDAY, June 18, 2025 - 5:00 P.M.

**KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590**

Notice is hereby given that a meeting of the City Commission of Texas City, Texas will be held on Wednesday, June 18, 2025 at 5:00 p.m. in the Kenneth T. Nunn Council Room at City Hall, located at 1801 9th Ave N, Texas City, TX 77590, Texas for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect delinquent ad valorem taxes and also to collect unpaid fines, fees and court costs as provided in Texas Code of Criminal Procedure Art. 103.0031 and authorizing the execution of such agreement.

The agreement to be considered is necessary for the delinquent ad valorem taxes owed to the City of Texas City to be collected in the most effective manner. The City desires that such delinquent tax, penalties and interest be collected as provided in the Texas Tax Code and the City further desires that such unpaid fines, fees and court costs be collected as provided in Texas Code of Criminal Procedure Art. 103.0031.

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest delinquent collection law firm in the State of Texas, as well as the United States and having been engaged in this specialized legal service for more than 45 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that the City does not currently possess.

Linebarger Goggan Blair & Sampson, LLP has represented the City of Texas City for the past 21 years with competence and professionalism, in the collection of delinquent property taxes, beginning July 2004.

Linebarger Goggan Blair & Sampson, LLP has represented the City of Texas City for the past 17 years with competence and professionalism, in the collection of unpaid fines, fees and court costs, beginning in December 2008.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of the City due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in-

house attorneys and staff with the level of experience and competence necessary to perform these activities.

For delinquent ad valorem tax collections, Linebarger will be compensated on a contingent fee basis as provided in the Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48. These Texas Tax Code sections specifically provide for an additional penalty on delinquent taxes to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to the City.

For the collection of unpaid fines, fees and court costs, Linebarger will be compensated on a contingent fee basis as provided in Texas Code of Criminal Procedure Art. 103.0031. This Article specifically provides for an additional collection fee in the amount of 30 percent in certain cases to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to the City.

For the collection of unpaid special assessment liens, Linebarger will receive no compensation.

Entering into the proposed agreement is in the best interests of the residents of the City of Texas City because the delinquent taxes and unpaid fines, fees and court costs will be professionally and competently collected without the additional costs to the City of Texas City of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.

CERTIFICATION

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 _____, 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

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.

RESOLUTION NO. 2025-064

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, AUTHORIZING THE APPROVAL OF A CONTRACT FOR COLLECTION SERVICES PROVIDING FOR THE COLLECTION OF DELINQUENT TAXES AND COURT FINES AND FEES WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP; AND MAKING CERTAIN FINDINGS ASSOCIATED WITH TEXAS GOVERNMENT CODE §2254.1032; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT;AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City desires to approve a contract for collection services of delinquent taxes and court fees and fines with Linebarger Goggan Blair & Sampson, LLP;

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

Section 1. After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Contract for Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the Mayor is authorized to execute this Agreement.

After exercising its due diligence, the City of Texas City finds:

Section 2. That there is a substantial need for the legal services to be provided pursuant to the Contract for Collection Services;

Section 3. That these legal services cannot be adequately performed by the attorneys and supporting personnel of the City at a reasonable cost;

Section 4. That these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of these receivables as provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and Texas Code of Criminal Procedure Art. 103.0031 and because the City of Texas City does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;

Section 5. That Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;

Section 6. That Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the City of Texas City in the past and the City of Texas City has been well satisfied with the quality and outcome of the legal services provided.

Section 7. That the contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the City of Texas City and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

Section 8. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this 18th day of June 2025.

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

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Rhomari Leigh, City Secretary
City of Texas City, Texas

Kyle Dickson, City Attorney
City of Texas City, Texas

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 06/18/2025

Lift Station #10 and #30 Discharge Piping Improvements

Submitted For: Dj Hutchinson, Public Works

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

The Utilities Department is seeking approval to enter into a contract for the Lift Station 10 and 30 Discharge Piping Improvements Project for the amount of \$373,000.00. This project will be funded through the Utilities Department Account No. 501706-55685.

BACKGROUND (Brief Summary)

The current discharge piping at Lift Stations 10 and 30 is composed of ductile iron. This piping was last replaced over 12 years ago and, due to the highly corrosive nature of the environment and the large volume of waste pumped at these stations, the piping needs to be replaced. Stainless steel pipe will be utilized for this instead of ductile iron since its life expectancy is two times that of the iron.

On May 14, 2025, eight (8) bids were received for the above-referenced project. This project involves the removal and replacement of the discharge piping for pumps located at Lift Station No. 10 & No. 30 along with re-coating of the above-ground discharge piping for both lift stations.

RECOMMENDATION

It is the recommendation of the Utilities Department and ARKK Engineers that the City Commission approve entering into a contract with Gilleland Smith Construction, Inc., (See Exhibit A for detailed Recommendation information)

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 2025-065

**A RESOLUTION AWARDING ITB 2025-482 LIFT STATION 10 AND 30
DISCHARGE PIPING IMPROVEMENTS PROJECT CONTRACT; AND
PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE
FROM AND AFTER ITS PASSAGE AND ADOPTION.**

WHEREAS, packets were made available to local area vendors for ITB 2025-482 Lift Station 10 and 30 Discharge Piping Improvements Project; and

WHEREAS, eight (8) proposals were opened on May 14, 2025, and the Utilities-Public Works Department and ARKK Engineers recommend that the bid be awarded to Gilleland Smith Construction, Inc., Richmond, Texas, for a total bid amount of \$373,000.00.

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

SECTION 1: That the City Commission awards ITB 2025-482 Lift Station 10 and 30 Discharge Piping Improvements Project to Gilleland Smith Construction, Inc.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with Gilleland Smith Construction, Inc. for the proposal 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 18th 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 OF TEXAS CITY, TEXAS

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



Texas City
EST. 1911

Mayor:
Dedrick Johnson

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

To: Dedrick Johnson Sr., Mayor

From: Gwynetheia Shabazz Pope, Purchasing Coordinator

CC: Jack Haralson, Public Works Director
Corbin Ballast, Utilities Director

Date: June 9, 2025

Re: **ITB 2025-482 Lift Station Discharge Piping Improvements Project-
Lift Station #10 and #30**

Enclosed for your review and approval is the award recommendation for ***ITB 2025-482 Lift Station Discharge Piping Improvements Project-Lift Station #10 and #30***

HISTORY

The objective of the Invitation to Bid was to obtain a qualified firm to handle the removal and replacement of the discharge piping for pumps located at Lift Station No. 10 & No. 30 along with recoating of the above-ground discharge piping for both lift stations. We received solicitation packages from eight (8) qualified agencies.

AWARD RECOMMENDATION

The Purchasing Department recommends awarding the contract to ***Gilleland Smith Construction, Inc.***, as they were the apparent low bidder. Gilleland Smith Construction has performed similar projects for various municipalities in and around the Greater Houston Area.

Gwynetheia Pope

Gwynetheia Shabazz Pope, CTPM, CTCM
Purchasing Coordinator



June 2, 2025

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

Re: **Letter of Recommendation for Lift Station Discharge Piping Improvements Project at Lift Station No. 10 and No. 30**
BID #2025-482
City of Texas City
ARKK Job No. 25-008

Dear Mr. Ballast:

On May 14, 2025, eight (8) bids were received for the above referenced project. This project involves the removal and replacement of the discharge piping for pumps located at Lift Station No. 10 & No. 30 along with recoating of the above-ground discharge piping for both lift stations.

Bid Tabulation Sheet – Eight (8) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities.

Bidder	Total Bid
Gilleland Smith Construction, Inc.	\$373,000.00
B-5 Construction Company, Inc.	\$383,194.00*
Elite Texas Industrial Services, LLC	\$423,870.00
CFG Industries, LLC	\$433,000.00
Persons Services Corp.	\$439,000.00
McDonald Municipal & Industrial	\$527,469.00
Sustanite Support Services, LLC	\$541,000.00
T&G Services	\$638,748.38*

**Mathematical Errors Corrected by Engineer*

Gilleland Smith Construction, Inc. was the lowest bidder for this project, and they submitted a list of qualifications. Based on the information provided, Gilleland Smith Construction, Inc. has performed similar work for several municipalities in and around the Greater Houston area.

ARKK's staff contacted Gilleland Smith Construction, Inc. project manager and was informed that Gilleland Smith Construction, Inc. fully understands the scope of the project and have the

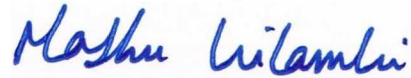
qualified personnel and experience to complete the work successfully within the allocated contract time.

Based on the above, Gilleland Smith Construction, Inc. appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the **Lift Station Discharge Piping Improvements Project at Lift Station No. 10 and No. 30 to Gilleland Smith Construction, Inc. for a total amount of \$373,000.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.
Senior Project Manager

Cc: Mr. Jack Haralson – City of Texas City

CITY COMMISSION REGULAR MTG

(8) (b)

Meeting Date: 06/18/2025

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Ordinance No. 2025-12, amending the Code of Ordinance for the City of Texas City by amending Chapter 94, prohibiting the placement of donation bins or receptacles for clothing or other items on public or private property. (Fire Marshal)

BACKGROUND (Brief Summary)

Photos and complaints have been received about the illegal dumping that takes place in and around these collection boxes. They are not only unsafe, obstructing sidewalks or fire lanes, attracting vermin, and unsightly to the City and Department's beautification efforts, but they may also be operated by commercial organizations that profit from the donations, leading to concerns about deceptive practices.

Several cities have regulations or ordinances regarding donation boxes, some of which may restrict or effectively prohibit them in certain areas. Please look at the City of Seagoville (2016) or the City of Dallas (2023) for research and clarification on the goal of this agenda item.

RECOMMENDATION

Staff recommends consideration and approval of the Ordinance.

Fiscal Impact

Attachments

1

2

3

Ordinance

O'Reilly AUTO PARTS

FURNITURE - APPLIANCES -
ELECTRONICS

CLOTHING DONATION
DROP BOX

CLOTHING DONATION
DROP BOX



WE DONATE TO CHARITY
IF YOU DONATE
TO CHARITY
WE DONATE TO CHARITY
IF YOU DONATE
TO CHARITY
WE DONATE TO CHARITY
IF YOU DONATE
TO CHARITY





**CLOTHING DONATION
DROP BOX**



ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY OF TEXAS CITY, TEXAS, AMENDING CHAPTER 94 PROHIBITING THE PLACEMENT OF DONATION BINS OR RECEPTACLES FOR CLOTHING OR OTHER ITEMS ON PUBLIC OR PRIVATE PROPERTY; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City Commission of the City of Texas City, Texas finds that the unregulated placement of donation bins and receptacles for clothing and other household goods contributes to blight, illegal dumping, and the improper use of property;

WHEREAS, the City of Texas City (“City”) has received complaints regarding the visual appearance, maintenance, and misuse of such bins and receptacles;

WHEREAS, the City Commission seeks to preserve the public health, safety, and welfare of all residents by prohibiting such donation bins and receptacles within the City;

WHEREAS, the City Commission of the City, needs to amend the Code of Ordinance Title IX Entitled “General Regulations”, Chapter 94 – Health and Sanitation to add a section prohibiting donation bins;

WHEREAS, pursuant to TEX. LOCAL GOV'T CODE § 211.001 *et seq.*, the City of Texas City, Texas, is authorized to adopt ordinances for the purpose of promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance

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

Section 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to protect the public health, safety, and quality of life. The City of Texas City’s Code of Ordinances, Chapter 94 – Entitled “Health and Sanitation”, is amended by adding the following:

DONATION BINS OR RECEPTACLES

Sec. 94.080 – Definitions

(A) *Donation Bin or Receptacle.* Donation Bin or Receptacle shall mean any container, box, trailer, or similar device placed outdoors and intended for use by the public to collect clothing, shoes, textiles, household goods or similar items for use by any person or entity for the purpose of donation, resale, recycling, or redistribution.

Sec. 94.081 – Prohibitions

(A) The placement, installation, maintenance, or operation of any donation bin or receptacle is hereby prohibited within the corporate limits of the City of Texas City, Texas.

(B) It shall be unlawful for any person, business, organization, or entity to place or allow the placement of a donation bin or receptacle on either public or private property within the City.

Sec. 94.082 – Enforcement

(A) This Ordinance shall be enforced by the Code Enforcement Officers or any officials for the City.

(B) Any donation bin or receptacle placed in violation of this Ordinance shall be declared a public nuisance and may be removed by the City. All costs associated with removal, storage, or disposal shall be the responsibility of the owner or party responsible for the placement.

Sec. 94.083 – Penalty

(A) Any person, business, organization, or entity who violates this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed One Thousand Dollar (\$1000.00) per offense.

(B) Each day a violation exists shall constitute a separate and distinct offense.

Section 2. This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

Section 3. It is hereby declared to be the intention of the City Commission of the City of Texas City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. All rights and privileges of the City of Texas City are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 5. That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

Section 6. That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City of Texas City, Texas

PASSED ON FIRST READING this 18th day of June 2025.

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

ATTEST:

Rhomari D. Leigh
City Secretary

PASSED ON SECOND READING this 2nd day of July 2025.

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

ATTEST:

Rhomari D. Leigh
City Secretary

PASSED AND FINALLY ADOPTED this 16th day of July 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

(8) (c)

Meeting Date: 06/18/2025

Budget Amendment Request

Submitted For: Dennis Harris, Fire Department

Submitted By: Dennis Harris, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Consider and take action on Ordinance No. 2025-13, amending the City's fiscal year 2024-2025 budget to transfer funds from the General Fund to the Fire Department's Overtime Pay line item in the amount of \$258,000.

BACKGROUND (Brief Summary)

In preparation for the close-out of Fiscal Year 2025 and to ensure continued operations without interruption, I respectfully submit this request for approval.

The account has exceeded the allocated funds and, based on current expenditure rates, will require supplemental funding to remain solvent through the end of the current fiscal year. Moreover, our 2025 overtime projections were significantly underestimated. In comparison, in FY 2024, the department spent \$757,388 on overtime. The current projection for FY 2025 is \$758,000, reflecting virtually no change in the prior years' overtime expenditure. The original budget request and allocation of \$500,000 was insufficient to support the operational demand.

These projections are based on actual expenditures, encumbrances, and forecasted needs throughout the remainder of the fiscal year. Approval of this amendment will ensure the department continues to meet its personnel, operational, training, and emergency response obligations without disruption. To date, approximately \$518,000 has been encumbered within the overtime budget line item.

RECOMMENDATION

I respectfully recommend approval of an ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, APPROVING A BUDGET AMENDMENT TO INCREASE THE FIRE DEPARTMENT'S OVERTIME PAY LINE ITEM BY TRANSFERRING \$258,000 FROM THE GENERAL FUND TO THE FIRE DEPARTMENTS OVERTIME PAY LINE ITEM FOR FISCAL YEAR 2025.

Fiscal Impact

Attachments

Ordinance

Staff Report

ORDINANCE NO. 2025-13

AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET TO TRANSFER FUNDS TO THE TEXAS CITY FIRE DEPARTMENT FOR OVERTIME PAY; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 2024-25, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2024-2025; and

WHEREAS, a budget amendment is needed to address the Texas City Fire Department's overtime pay line item in the amount of \$258,000.00

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

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

SECTION 2: That the budget for Fiscal Year 2024 - 2025 of the City of Texas City, Texas, is hereby amended as follows:

General Fund		(\$258,000.00)
Fire-Overtime Pay	101-202-51030	\$258,000.00

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

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

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

PASSED AND ADOPTED this 18th day of June 2025.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

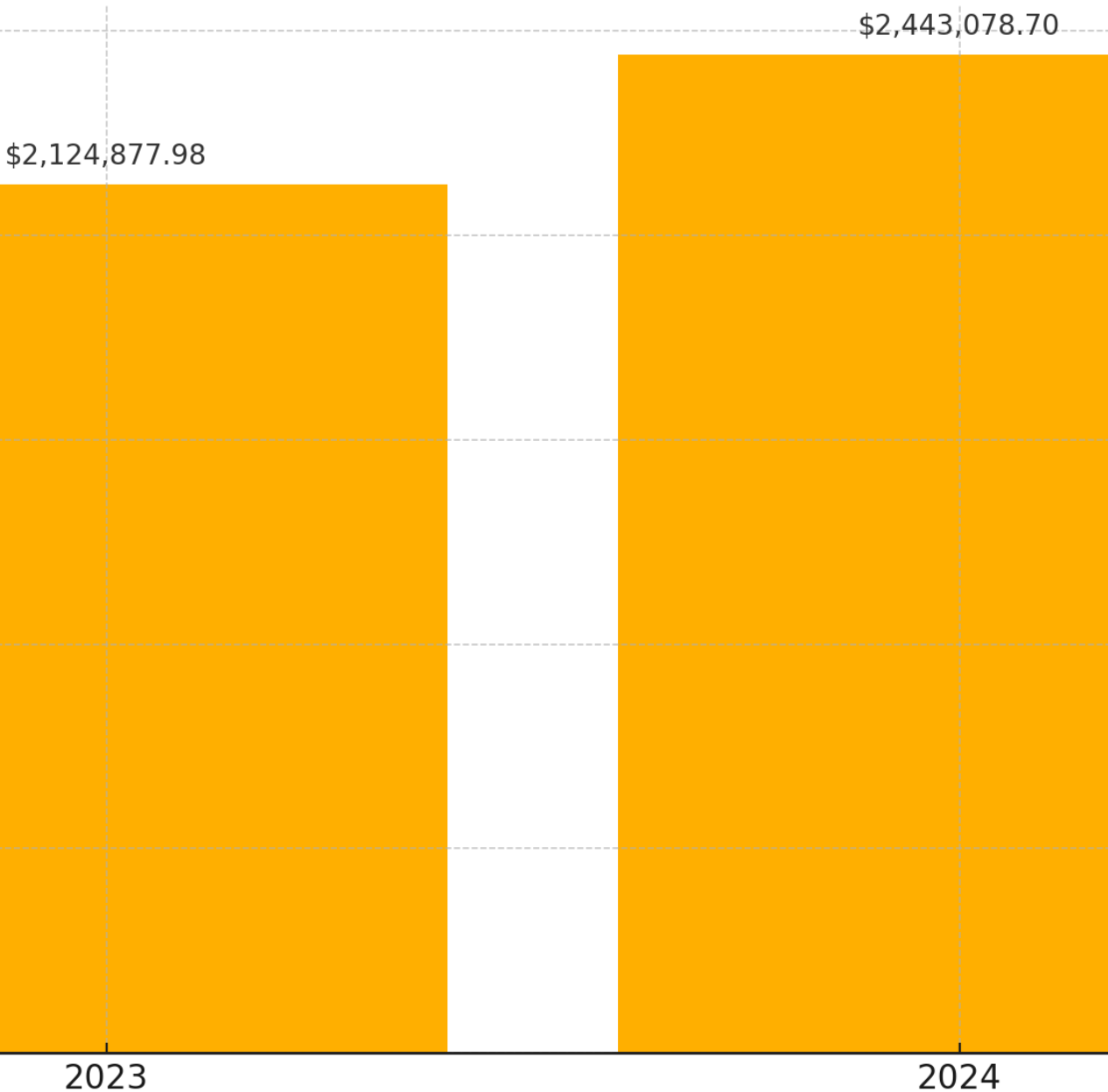
Kyle L. Dickson
City Attorney

FY2025 EMS Performance & Staffing Briefing

Texas City Fire Department




EMS Collections by Year



- Here is a visual chart highlighting the EMS collections/revenue for 2023 and 2024, demonstrating a strong upward trend. The total collected over the last two years is \$4,567,956.68.

A large red circle on the left side of the slide, partially cut off by the edge.

EMS Collection Performance

- 2023: \$2,124,877.98 Collected
 - 2024: \$2,443,078.70 Collected
 - Total (2023–2024):
\$4,567,956.68
 - Through the efforts of our EMS staff providing high quality treatment and timely and effective patient reports, we have had impressive record collection years back to back.
- 
- A series of purple dashed lines in the bottom right corner, forming a curved, abstract shape.

Short Term Staffing Challenges

- Firefighter/Hazmat Technician:(6 to 8 months of training to get state certified)

- Paramedic: (16 to 18 months of training to get state certified)

- Averaging approximately 2 years of training per new staff member currently.

- While in training, operational staffing is filled with overtime personnel

- Minimum Operational Staffing Required



Question of the year! "Why don't we just simply hire more fully certified firefighter-paramedics?"

- There is nationwide shortage of fully certified firefighter-paramedic applicants.



- Looking at our last 26 applicants:

Only 2 paramedic applicants
(neither a certified
Firefighter/Hazmat Tech)

1 Fully certified Firefighter-
Paramedic

Fun Fact:

- During the hiring process the afore mentioned fully certified firefighter paramedic applicant advised that she had decided to take a firefighter paramedic job at a department that is closer to where she currently lives, and to please remove her name from consideration.



Overtime Trends

- FY2024: \$757,388 spent

- FY2025 (projected with amendment): \$772,000

- The amendment represents only a 1.93% funding increase over FY2024

Sick Leave Impact

- FY2025:
~18%
decrease in
sick leave
vs FY2024

- Minimal
impact on
overtime
usage

Funding Request Summary

- Requesting a \$258,000 budget amendment to add funding to our overtime line item to ensure uninterrupted operations and emergency response while maintaining minimum staffing.



Reminder: Record EMS Revenue/Collections Noted



- EMS collections have exceeded \$4.5 million in collections over the last 2 years



- The request is consistent with previous Fiscal Year overtime funding and supports sustaining essential services.



Everyone is invited to a brief EMS demonstration in the lobby after the meeting.