



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

SPECIAL MEETING

AGENDA

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Mark Henry
County Judge

Darrell Apffel
Commissioner, Precinct 1

Joe Giusti
Commissioner, Precinct 2

Hank Dugie
Commissioner, Precinct 3

Robin Armstrong, MD
Commissioner, Precinct 4

Friday, September 19, 2025

10:00 AM

CALDER MEETING LOCATION

174 Calder Rd., Room 100
League City, Texas 77573
SPECIAL MEETING

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

Call to Order

Public Comment

Action Agenda

General Counsel

a. Break into Executive Session:

b. Executive Session:

Texas Government Code, Section 551.072, Deliberation Regarding Real Property: the Commissioners Court will enter into executive session as permitted under the Open Meetings Act, Chapter 551 of the Texas Government Code, pursuant to Section 551.072 of the Texas Government Code, Deliberation Regarding Real Property: to deliberate the purchase, exchange, lease or value of real property because deliberation in an open meeting would have a detrimental effect on the position of Galveston County in negotiations with a third person relating to the following item:

b.1. 13.9 acres of land located at 54th St. and Broadway Blvd., Galveston, Texas

c. Reconvene into Special Meeting

c.2. Consideration of authorizing amendment to the contract for sale of real property with Julie Barry, Trustee for the sale of approximately 13.9 acres of land located at 54th St., and Broadway Blvd., Galveston, TX, to extend the feasibility period until October 24, 2025, submitted by Legal Services Manager

Adjourn

Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

Executive Sessions

The Galveston County Commissioners Court may recess into closed meeting (Executive Session) on any item listed on this agenda if the Executive Session is authorized under the Open Meetings Act pursuant to one or more the following exceptions: Tex. Gov't Code §§ 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding a prospective gift or donation), 551.074 (personnel matters), 551.0745 (personnel matters affecting County advisory body), 551.076 (deliberation regarding security devices or security audits), and/or 551.087 (deliberations regarding economic development negotiations). The Presiding Officer of the Commissioners Court shall announce the basis for the Executive Session prior to recessing into Executive Session. However, the Commissioners Court may only enter into the Executive Session on any agenda item for which a separate Executive Session has not been separately posted if, prior to conducting the Executive Session, a majority of the Commissioners Court votes to go into Executive Session. This motion requirement does not apply to any agenda item that has been previously noticed to constitute or include an Executive Session.



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b.1.

13.9 acres of land located at 54th St. and Broadway Blvd., Galveston, Texas

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/12/25 10:30 am



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

c.2.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of authorizing amendment to the contract for sale of real property with Julie Barry, Trustee for the sale of approximately 13.9 acres of land located at 54th St., and Broadway Blvd., Galveston, TX, to extend the feasibility period until October 24, 2025, submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/12/25 10:35 am



COMMERCIAL CONTRACT AMENDMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

13.9 Acres of Land along Broadway, Galveston, Texas

Effective September 8, 2025, Seller and Buyer amend the contract as follows: *(Check all applicable boxes.)*

☐ A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:

Cash portion payable by Buyer at closing. \$ _____

Sum of all financing described in the contract \$ _____

Sales price (sum of cash portion and sum of all financing). \$ _____

☐ B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to the legal description described on the attached Exhibit _____ or as follows:

☐ C. Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

☒ D. Extension of Feasibility Period: Prior to the expiration of the feasibility period, Buyer may extend the feasibility period until 11:59 p.m. on October 24, 2025 (date) by delivering \$ 25,000.00 to the title company as additional earnest money.

(1) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph D, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(2) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(a) The additional independent consideration.

(b) *(Check no boxes or only one box.)*

☐ all or ☐ \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under the contract.

If no dollar amount is stated in this Paragraph D as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

(TXR-1932) 07-08-22 Initialed for Identification by Seller _____, _____ and Buyer  _____

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Amendment to Commercial Contract concerning _____

- ☐ E. Extension of Financing Deadline: The deadline for Buyer to give notice of inability to obtain the:
- ☐ (1) Third party loan(s) described in Subparagraph A(2) of the Commercial Contract Financing Addendum is extended until _____ (date).
- ☐ (2) Assumption approval described in Subparagraph B(6) of the Commercial Contract Financing Addendum is extended until _____ (date).
- ☐ (3) Buyer has paid Seller additional consideration of \$_____ for the extension financing deadline. This additional consideration ☐ will ☐ will not be credited to the sales price upon the closing of the sale.
- ☐ F. Closing: The closing date in Paragraph 10A of the contract is changed to _____.
- ☐ G. Expenses: At closing Seller will pay the first \$_____ of Buyer's expenses under Paragraph 13 of the contract.
- ☐ H. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.
- ☐ I. Counterparts: If this amendment is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- ☐ J. Other Modifications:

Seller: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Buyer: Julie Barry, Trustee

By: _____

By (signature): J. Barry

Printed Name: _____

Title: Trustee

By: _____

By (signature): _____

Printed Name: _____

Title: _____