

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, OCTOBER 2, 2024 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

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

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) REPORTS
 - (a) Aquatic Program (Parks, Rec & Tourism)
 - (b) Fire Services (Fire Department)
- (5) PUBLIC COMMENTS
- (6) CONSENT AGENDA
 - (a) Approve City Commission Minutes for September 18, 2024, and September 26, 2024, meetings. (City Secretary)
 - (b) Consider and take action on Resolution No. 2024-112, authorizing the remounting of one (1) medic unit modular on a new chassis from Frazer, LTD through the HGAC Cooperative Purchasing Program. (Fire)
 - (c) Consider and take action on Resolution No. 2024-113, authorizing the purchase of one (1) replacement ancillary unit from Silsbee Ford through the TIPS USA Interlocal Purchasing System. (Fire)

- (d) Consider and take action on Resolution No. 2024-114, authorizing the purchase of one (1) Staff Unit for Neighborhood Improvement Services from Silsbee Ford through the TIPS USA Interlocal Purchasing System. (Fire)
- (e) Consider and take action on Resolution No. 2024-115, authorizing the Mayor to execute an agreement for specialized services with Axon Enterprise, Inc. utilizing Omnia Partners Group Purchasing Contract to provide portable digital media recorder services to the Fire Department. (Fire)
- (f) Consider and take action on Resolution No. 2024-116, authorizing the Mayor to enter into a contract with SNF Polydyne. (Public Works)
- (g) Consider and take action on Resolution No. 2024-117, awarding and authorizing the Mayor to enter into a contract for Bid No. 2024-460 Lift Stations 7 and 15 Rehabilitation Project. (Public Works)
- (h) Consider and take action on Resolution No. 2024-118, authorizing the Mayor to execute a one-year agreement between the County of Galveston and the City of Texas City for the provision of mutual aid to the unincorporated areas of Galveston County. (Fire Department)
- (i) Consider and take action on Resolution No. 2024-119, approving a Development Agreement with Shoppes at Lago Mar SWC, LLC. (City Engineer)
- (7) REGULAR ITEMS
 - (a) Consider and take action on the second reading of Ordinance No. 2024-23 for recommended speed zones for Loop 197 as recommended by TxDOT on the basis of an engineering and traffic investigation. (City Engineer)
 - (b) Consider and take action on the second reading of Ordinance No. 2024-24 for recommended speed zones for FM 3436 as recommended by TxDOT on the basis of an engineering and traffic investigation. (City Engineer)
- (8) COMMISSIONERS' COMMENTS
- (9) MAYOR'S COMMENTS
- (10) ADJOURNMENT

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

NOTICE: The City of Texas City will furnish free transportation to handicapped individuals via a 4-door sedan for anyone wishing to attend the City Commission meetings. Call 948-3111, City Secretary's Office before noon on Monday preceding the meeting to make arrangements.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON SEPTEMBER 27, 2024, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 10/02/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Aquatic Program (Parks, Rec & Tourism)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report



Texas City
EST. 1911



City of Texas City

City Commission

October 2, 2024

2024 Aquatics Programs



78 Total Operating Days

Operating Days

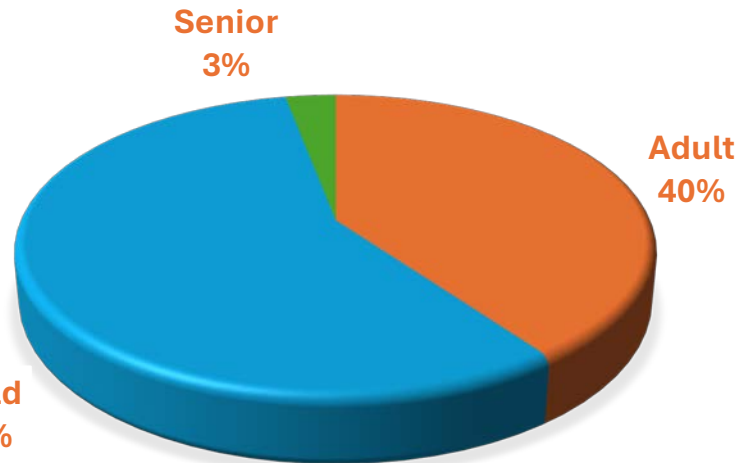
- May 4th – May 26th
(Weekends)
- May 27th – August 4th (Daily)
- August 10th – September 2nd
(Weekends)

Closures

- Mondays for deep cleaning
and in-service training

2024 Daily Admissions/Attendance Statistics

AGE STATISTICS

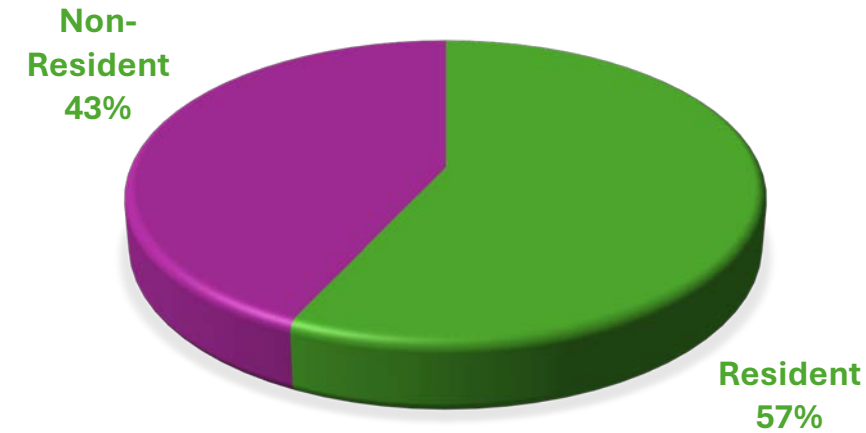


Age Statistics

Adult: 40%
Child: 57%
Senior: 3%

**Total Admissions:
21,050**

GEOGRAPHIC



Geographic Statistics

Resident: 57%
Non-Resident: 43%



2024 Private Pool Party Reservations

Total of 38 Reservations

- **100% Reservation Rate**
- **1 Cancellation**

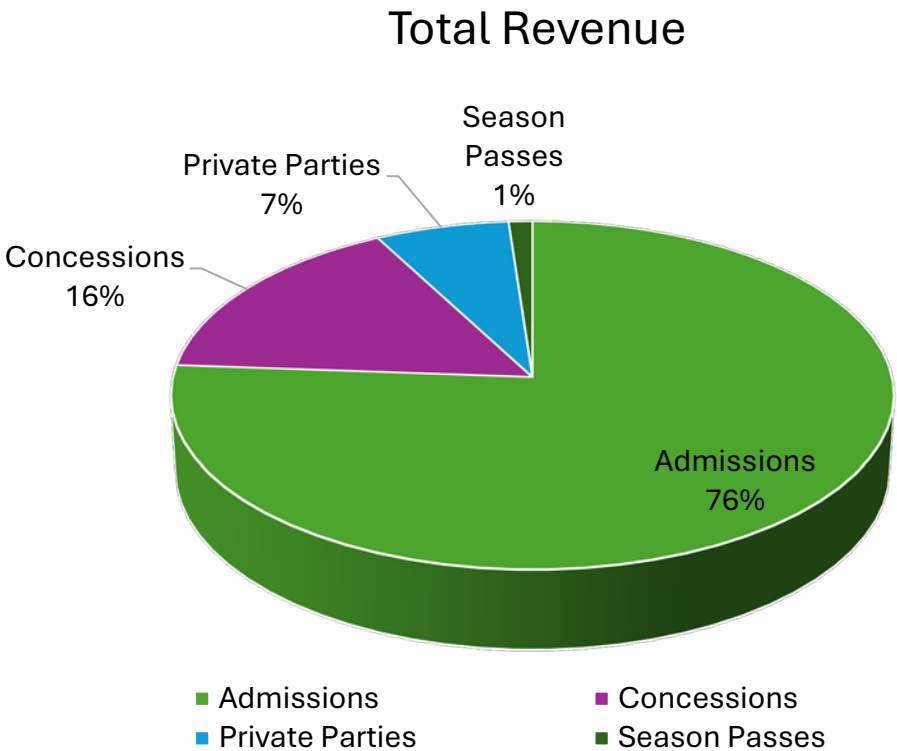
Reservation Revenue

- **Resident: \$11,100**
- **Non-Resident: \$400**
- **Total: \$11,500**



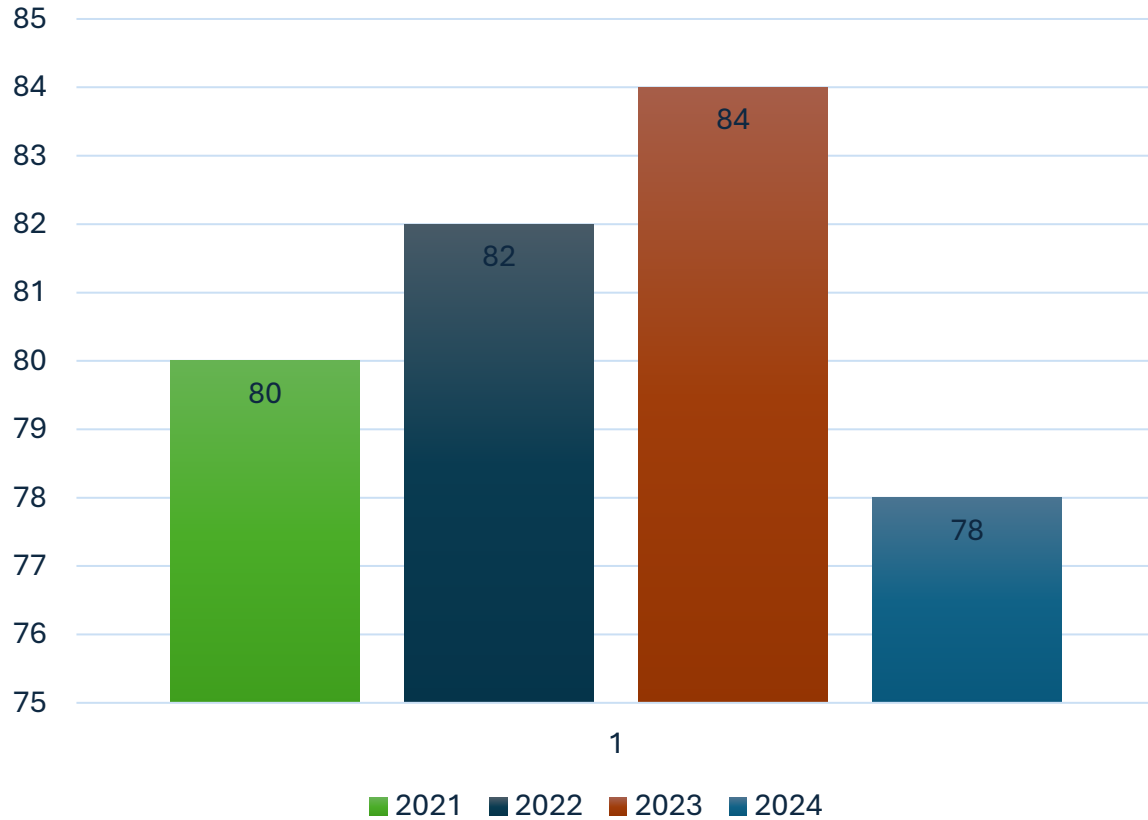
Nessler Family Aquatic Center 2024 Total Revenue

| | |
|------------------------------|--------------------------|
| Daily Admission Revenue: | \$ 132,498 |
| Daily Concession Revenue: | \$ 28,037 |
| Season Pass Revenue: | \$ 2,040 |
| Private Reservation Revenue: | \$ 11,500 |
| <u>Total Revenue:</u> | <u>\$ 174,075</u> |

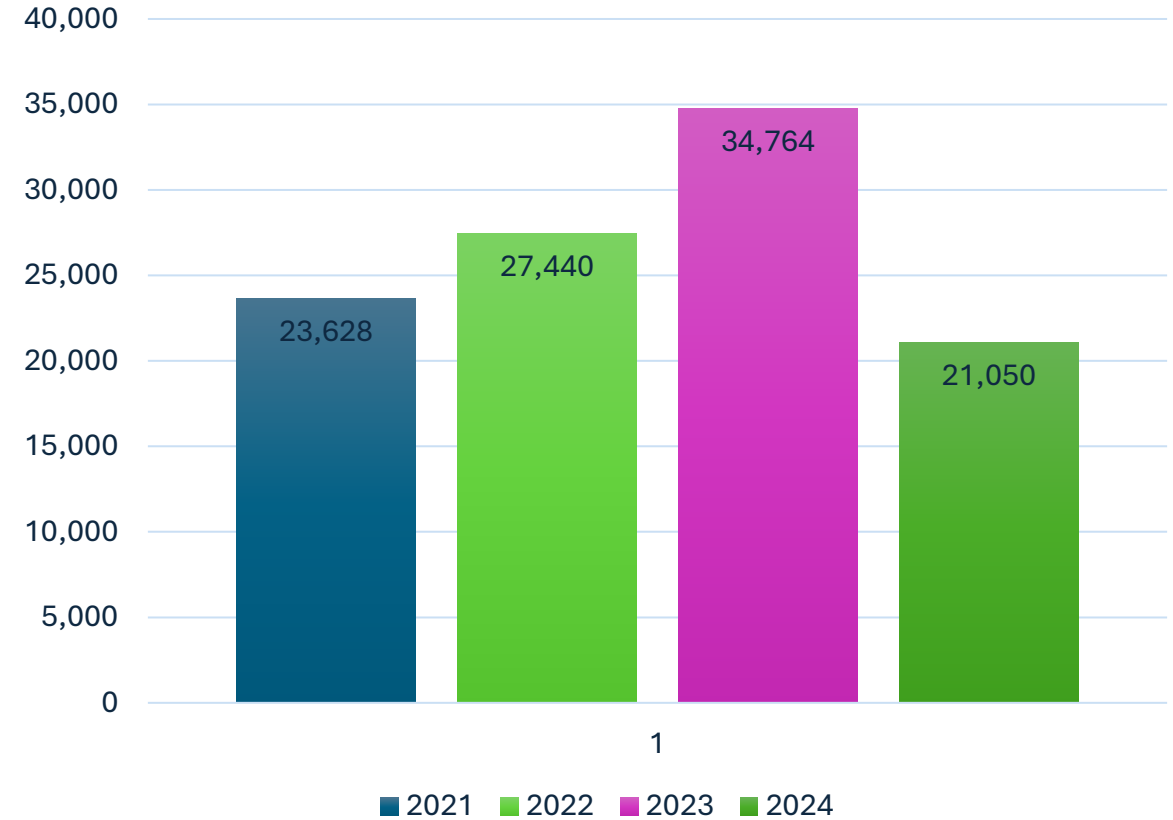




Operating Days



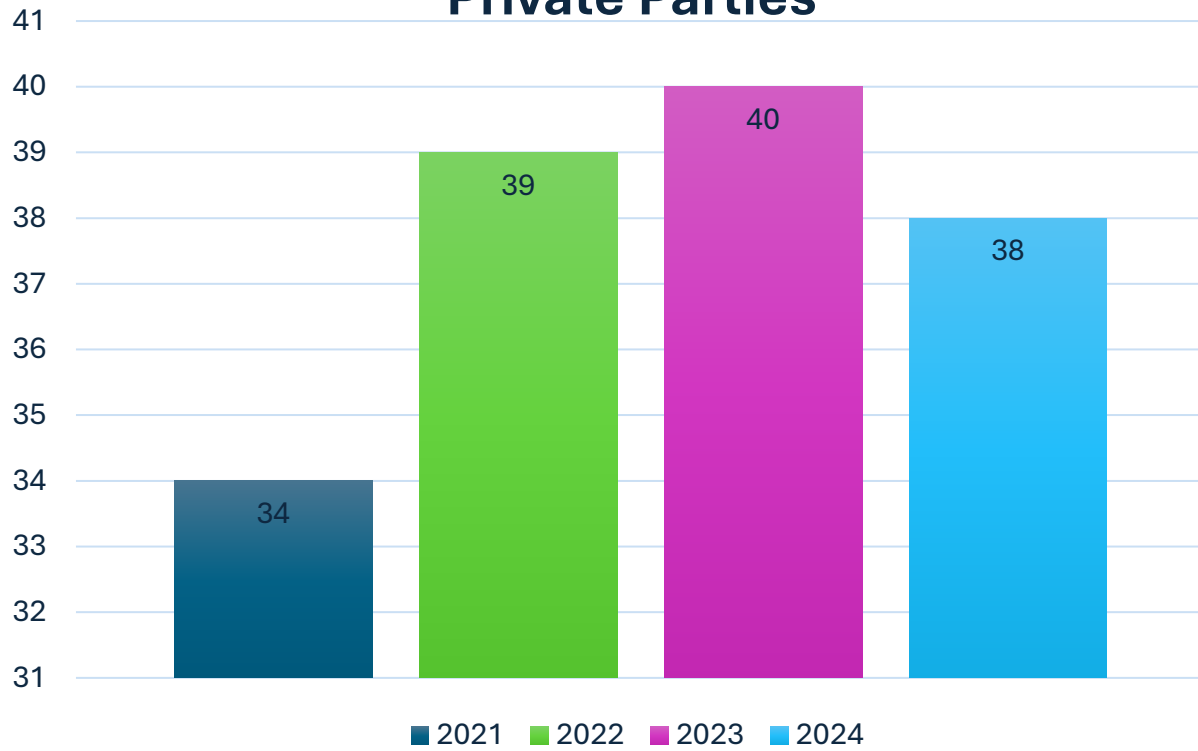
Total Attendance



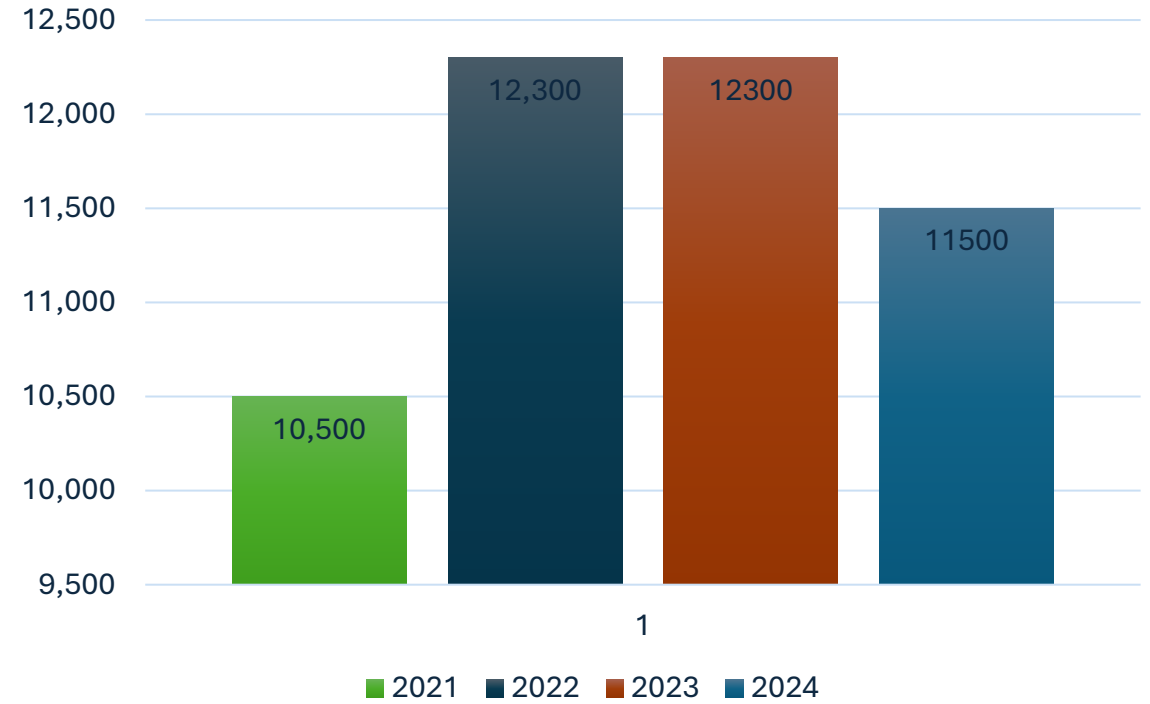
Nessler Park Family Aquatic Center 4 Year Comparison

Nessler Park Family Aquatic Center 4 Year Comparison

Private Parties



Private Party Revenues



SWIM LESSONS

Spring

34 Participants

2 Sessions

Pre-School 4:30-5p

Level 1 6:30-7:15p

Level 2 6:30-7:15p

Adult 7:15-8p

Summer

99 Participants

3 Sessions

Water Babies 4:30-5p

Pre-School 4:30-5p

Level 1 12:30-1:15p

6:30-7:15p

Level 2 12:30-1:15p

6:30-7:15p

Fall

**31 Participants
(Currently)**

3 Sessions

**Pre-School 4:30-
5p**

Level 1 6:30-7:15p

Level 2 6:30-7:15p

Adult 7:15-8p



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NATATORIUM ACTIVITIES

- TEXAS CITY HIGH SCHOOL SWIM TEAM
- DICKINSON HIGH SCHOOL SWIM TEAM (WINTER MONTHS)
- VARIOUS SCUBA ORGANIZATIONS
- CCSL CHAMP SERIES SWIM MEET



CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 10/02/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Fire Services (Fire Department)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report



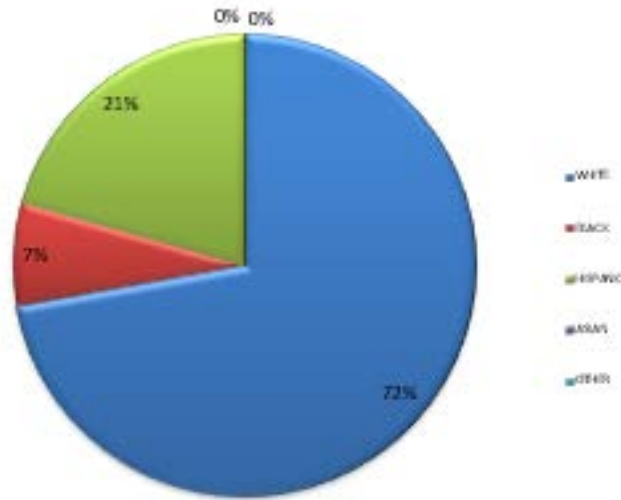
State Of The Texas City Fire Department 2024

98 of 99 Authorized Positions Filled

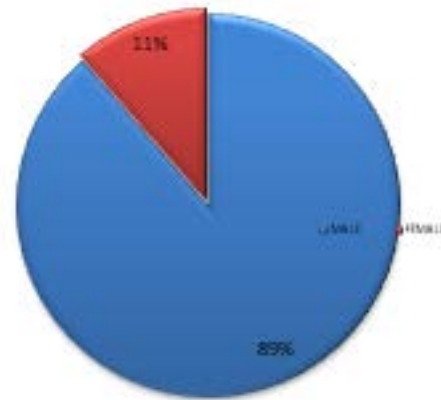


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Ethnicity



Gender





- Emergency Response: Fire, EMS, Industrial Response, Water Rescue, Haz/Mat, Confined Space, and
- Plans review, annual commercial inspections, Pre-Fire planning, Public Events, and
- Neighborhood Improvement Services,

and

- Station maintenance
- Apparatus maintenance
- Equipment maintenance

and

- We mow the yard &
- We wash the Trucks



Texas City All Fire/EMS Mutual Aid

| | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> |
|-------|-------------|-------------|-------------|-------------|
| FIRE | 63 | 140 | 108 | 87* |
| EMS | 182 | 216 | 203 | 162 |
| Total | 245 | 356 | 311 | 249 |

\$48,371.27 = 30% reduction from last year

* 58 Cancelled in Route

* July 15, 2023 to July 14, 2024

Mutual Aid is assistance that is dispatched, upon request, by the responding fire department.

Policy: If we have units available, we send them. If not, we send them as soon as possible.

Works well and has since 1949.

Automatic Aid is assistance that is dispatched automatically by a reciprocal contractual agreement between two fire departments, communities or fire districts.

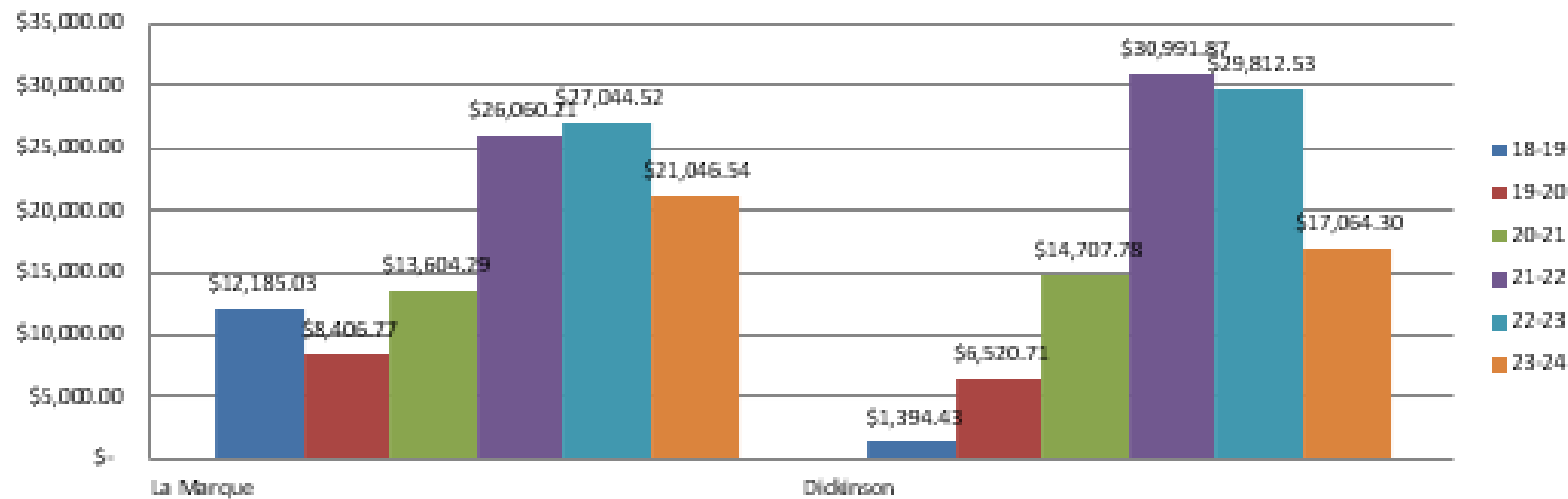
A unit is dispatched regardless of local circumstance(s).





Mutual Aid / Automatic Aid

Mutual Aid Cost Per HR 2018-2024 La Marque Dickinson



EMS Collections

- **Three Sources of Revenue:**
- **Billing:** Fire Recovery USA
- **Collections:** Linebarger, Goggan, Blair & Sampson
- **Supplemental: Texas Ambulance Supplemental Pay Program** – Contracted with Public Consultants Group



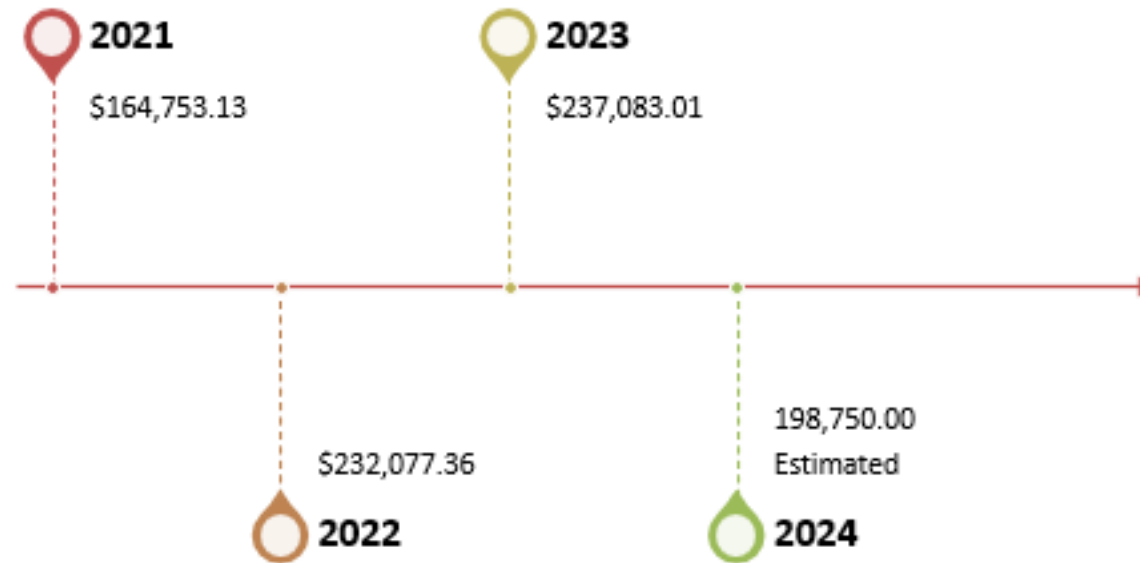
EMS Billing

- **Billing:**
 - 5-year average: \$1,636,069.51 (+ 7.86% from previous year) (+28.8% since 2020)
 - FY18/19: \$1,481,250.00 32.64%
 - FY19/20: \$1,463,728.00 33.5%
 - FY20/21: \$1,464,329.35 32.71%
 - FY21/22: \$1,716,340.35 35.25%
 - FY22/23: \$2,054,700.03 36.48%
 - FY23/24: \$2,046,874.46 *35.82%
 - Goal: 35% up from 33%
 - Current: 35.82% through August 2024





Ambulance Supplemental Pay Program





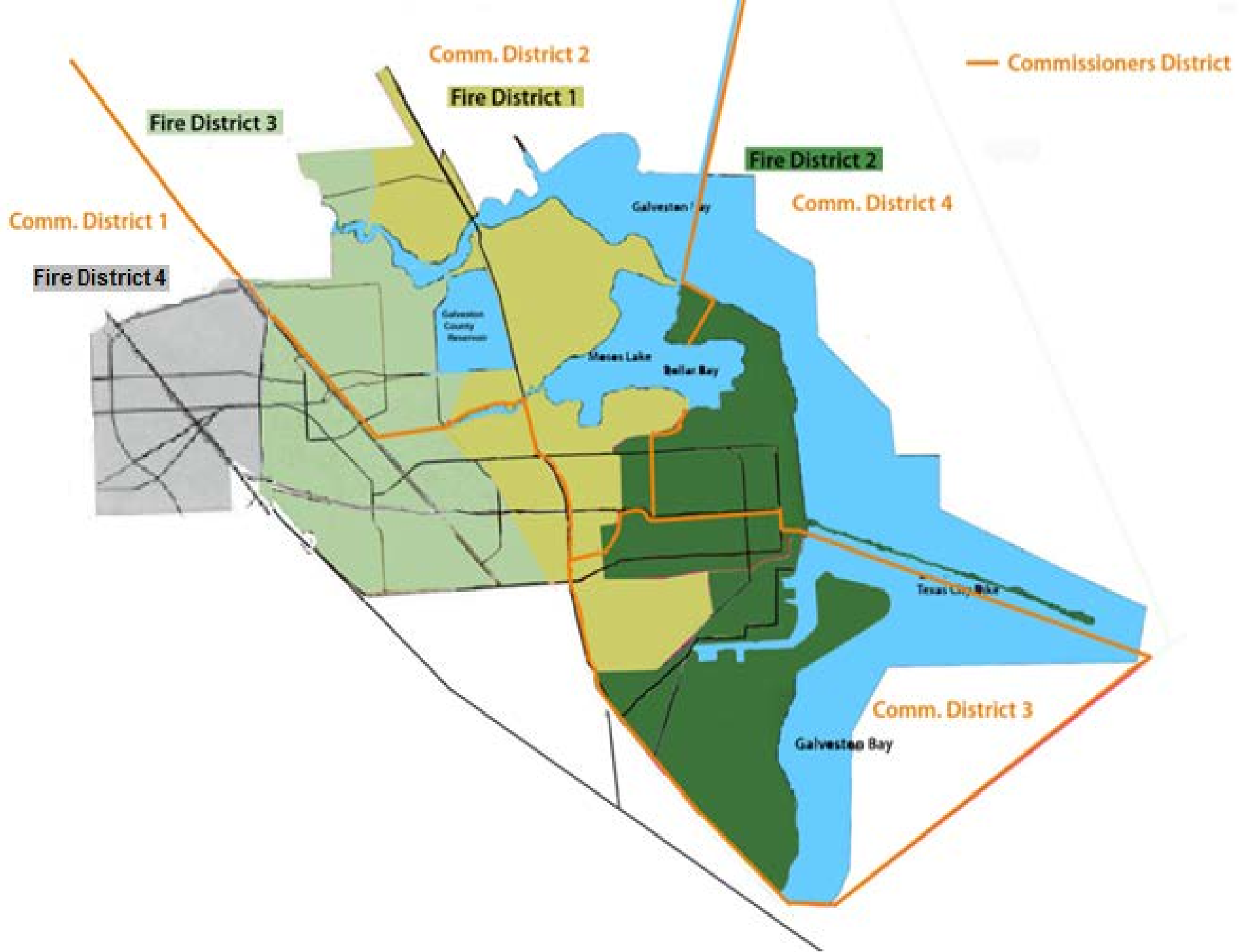
NIS at a Glance

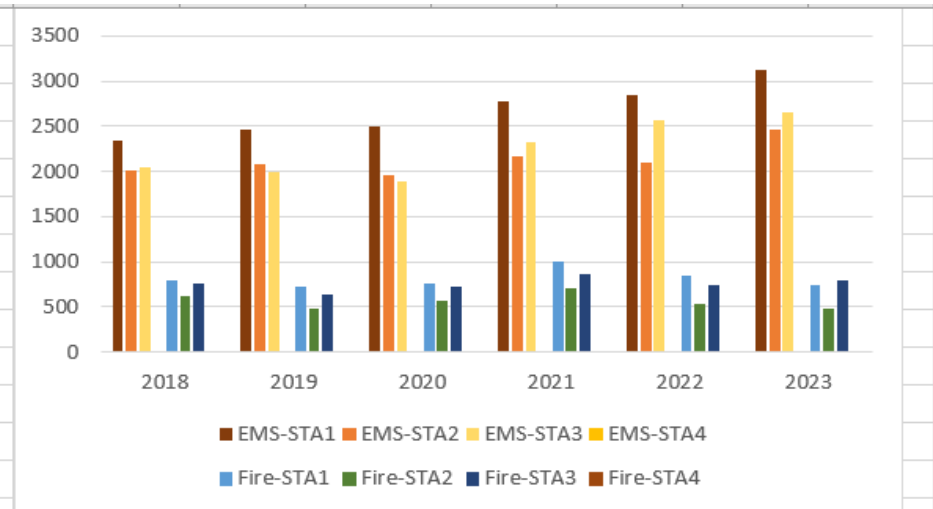
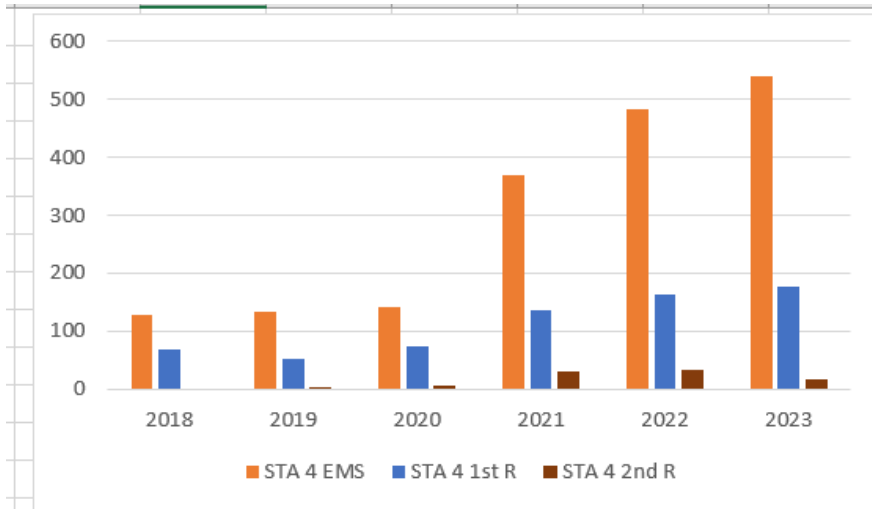
- Sub. Structures – 27
 - 7 remodeled
- Junk Vehicles – 133
- High Grass – 726
 - 40% Vol. Compliance
- Junk & Debris – 63
 - 63% Vol. Compliance



TCISD Magnet Program

- Started second Freshman Class this year
 - First year – Introduction to Fire Service
 - Second Year – Introduction to EMS
 - Third Year – Firefighter I
 - Fourth Year – Firefighter II & EMT-Basic
- GOAL – Graduate with a certificate or eligible to test in both disciplines with college credit hours.

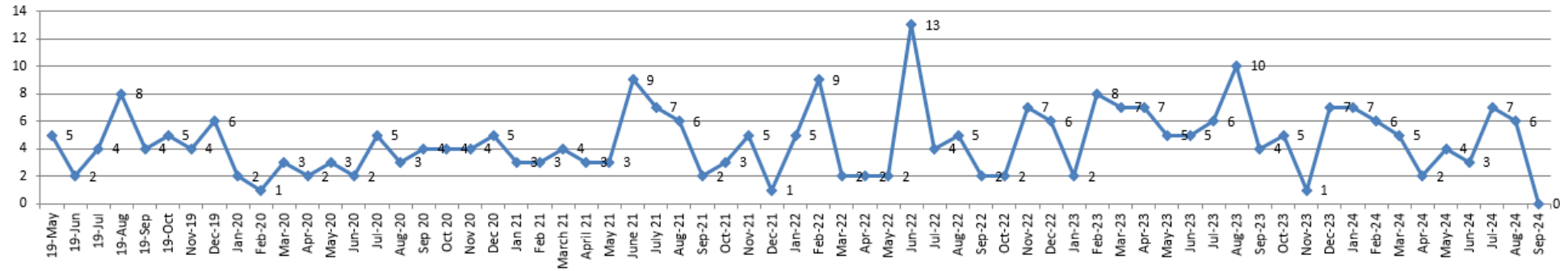




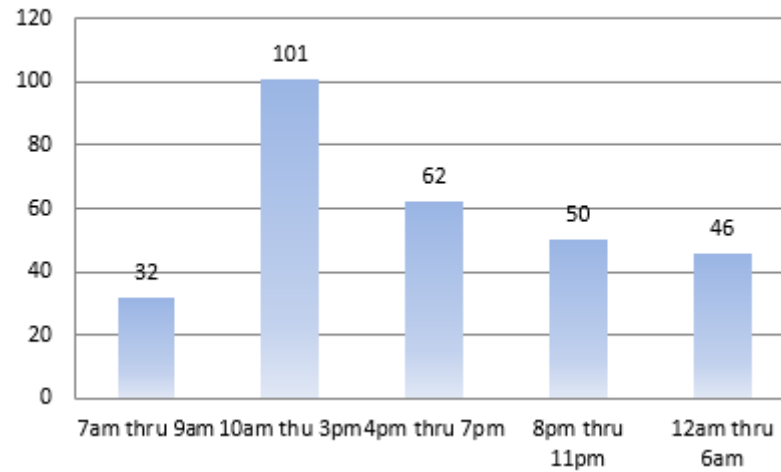
| | | | | | | | | | | | | | |
|-------------------------|------|------|------|------|------|------|-----------|------|------|------|------|------|-------|
| Run Count for Station 4 | | | | | | | Total | 8551 | 8370 | 8375 | 9826 | 9629 | 10251 |
| STA 4 EMS | 129 | 133 | 141 | 368 | 483 | 540 | Fire-STA1 | 786 | 728 | 758 | 998 | 853 | 742 |
| STA 4 1st F | 69 | 53 | 75 | 135 | 163 | 178 | EMS-STA1 | 2338 | 2455 | 2491 | 2775 | 2840 | 3116 |
| STA 4 2nd | 0 | 1 | 6 | 30 | 34 | 18 | Total | 3124 | 3183 | 3249 | 3773 | 3693 | 3858 |
| Total | 198 | 187 | 222 | 533 | 680 | 736 | Fire-STA2 | 615 | 479 | 565 | 700 | 540 | 485 |
| Year | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | EMS-STA2 | 2014 | 2081 | 1951 | 2175 | 2089 | 2461 |
| | | | | | | | Total | 2629 | 2560 | 2516 | 2875 | 2629 | 2946 |
| | | | | | | | Fire-STA3 | 753 | 630 | 720 | 856 | 747 | 792 |
| | | | | | | | EMS-STA3 | 2045 | 1997 | 1890 | 2322 | 2560 | 2645 |
| | | | | | | | Total | 2798 | 2627 | 2610 | 3178 | 3307 | 3437 |
| | | | | | | | Fire-STA4 | | | | | | 3 |
| | | | | | | | EMS-STA4 | | | | | | 7 |
| | | | | | | | Total | | | | | | 10 |
| | | | | | | | Year | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |

Station 4: West of FM 2004 & Hwy. 3
965+ responses since opening late last November

Vehicle Incidents per Month



Incidents in Time Zones





Texas City
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Texas City
EST. 1911





Texas City
EST. 1911





Texas City
EST. 1911





Texas City
EST. 1911





Texas City
EST. 1911



Questions?

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 10/02/2024

Minutes for September 18, 2024, and September 26, 2024, meetings.

Submitted For: Renee Edgar, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for September 18, 2024, and September 26, 2024, meetings. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

September 18, 2024 Minutes

September 26, 2024 Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, SEPTEMBER 18, 2024 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, SEPTEMBER 18, 2024, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

Present: Mayor Dedrick D. Johnson
Commissioner At-Large, Mayor Pro Tem Thelma Bowie
Commissioner At-Large Abel Garza, Jr.
Commissioner District 1 DeAndre' Knoxson
Commissioner District 2 Keith Love
Commissioner District 3 Chris Sharp
Commissioner District 4 Jami Clark

2. INVOCATION

Led by Mayor Dedrick D. Johnson.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 2 Keith Love.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

| | | | |
|-----------------|--------------|------------|----------|
| Andrea Rivera | Water | 09/29/2014 | 10 years |
| Joseph Guillory | Public Works | 09/28/2009 | 15 years |
| Juan Reyes | Public Works | 09/28/2009 | 15 years |

b. Proclaiming September 17-23, 2024, as "Constitution Week" to be received by the George Washington Chapter of Daughters of the American Revolution.

5. REPORTS

a. Economic Development Report (Economic Development)

Kristin Edward, Economic Development Director, gave a PowerPoint presentation.

6. PUBLIC HEARING

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 3 Chris Sharp, to close the Public Hearing.

Vote: 7 - 0 CARRIED

- a. Public hearing in support of or opposition to the City of Texas City's proposed 2024/2025 Fiscal Year Budget.

Cynthia Rushing, Finance Director, provided background information about 2024/2025 Fiscal Year Budget.

One individual spoke about the budget.
See the recording for public comments.

7. PUBLIC COMMENTS

The following members of the public requested to address the City Commission: Lowry News Network, Barbara White, and Rebecca Plascencia.

8. CONSENT AGENDA

Commissioner District 1, DeAndre' Knoxson, made a motion to approve Consent Agenda items 8a, b, and d. The motion was seconded by Commissioner District 2, Keith Love.

- a. Approve City Commission Minutes for September 4, 2024 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2024-108, approving the annual Appointments and Re-appointments for various boards, commissions, and committees. (City Secretary)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2024-109, casting the City of Texas City Ballot for TML Places 11 - 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. (City Secretary)

This item was pulled by Commissioner District 3 Chris Sharp.

Commissioner Sharp questioned whether each Commissioner would receive a ballot to cast or if the City Commission would cast a ballot as a whole. Mayor Johnson answered that one ballot is cast for the City of Texas City.

Motion by Commissioner District 3 Chris Sharp, Seconded by Commissioner District 4 Jami Clark, to approve Consent Agenda item 8c.

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 2024-110, providing approval to acquire rights of way for certain sanitary sewer and drainage projects. (City Engineer)

Vote: 7 - 0 CARRIED

9. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 2024-23, approving the recommended speed zones for Loop 197 as recommended by TxDOT on the basis of an engineering and traffic investigation. (City Engineer)

Kim Golden, City Engineer, recommends approval of the TxDOT recommended speed limits indicated for vehicles traveling upon the names streets and highways.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

Vote: 7 - 0 CARRIED

- b. Consider and take action on Ordinance No. 2024-24, approving the recommended speed zones for FM 3436 as suggested by the Texas League of Municipalities. (City Engineer)

Kim Golden, City Engineer, recommends approval of the TxDOT recommended speed limits indicated for vehicles traveling upon the names streets and highways.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 3 Chris Sharp

Vote: 7 - 0 CARRIED

10. COMMISSIONERS' COMMENTS

11. MAYOR'S COMMENTS

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

12. ADJOURNMENT

Having no further business, Commissioner At-Large, Abel Garza, Jr. made a MOTION to ADJOURN at 5:57 p.m.; the motion was SECONDED by Commissioner District 1 DeAndre' Knoxson. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY OF TEXAS CITY
SPECIAL CALLED CITY COMMISSION MEETING

MINUTES

THURSDAY, SEPTEMBER 26, 2024 - 5:00 P.M.

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

1. ROLL CALL

Present: Mayor Dedrick D. Johnson
Commissioner At-Large, Mayor Pro Tem Thelma Bowie
Commissioner At-Large Abel Garza, Jr.
Commissioner District 1 DeAndre' Knoxson
Commissioner District 2 Keith Love
Commissioner District 3 Chris Sharp
Commissioner District 4 Jami Clark

2. INVOCATION

Led by Terry Melancon of Come and See Friends Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 3 Chris Sharp.

4. PUBLIC HEARING

- a. Public hearing in support of or opposition to the City of Texas City's proposed 2024/2025 Fiscal Year Budget.

Cynthia Rushing, Finance Director, gave a PowerPoint presentation.

One individual spoke in favor of the project.
See the recording for public comments.

DeAndre' Knoxson came in at 5:06 p.m.

Motion By Commissioner District 4 Jami Clark, Second By Commissioner At-Large,
Mayor Pro Tem Thelma Bowie, to close public hearing.

Vote: 7 - 0 CARRIED

5. REGULAR ITEMS

- a. Consider and take action on Resolution No. 2024-111, accepting and approving the 2024 Certified Tax Roll. (Finance)

Cynthia Rushing, Finance Director, provided background information on 2024 Certified Tax Roll.

Motion By Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Second By Commissioner District 3 Chris Sharp

Vote: 7 - 0 CARRIED

- b. Consider and take action, by record vote, on Ordinance No. 2024-25, to adopt the City of Texas City's 2024-2025 Fiscal Year Budget. (Finance)

Cynthia Rushing, Finance Director, provided background information on adopting the City of Texas City's 2024-2025 Fiscal Year Budget.

The record vote to approve the adoption of the City of Texas City's 2024-2025 Fiscal Year Budget was as follows:

Dedrick D. Johnson, Mayor --- aye
Thelma Bowie, Mayor Pro Tem, and Commissioner At-Large ---aye
Abel Garza, Jr., Commissioner At-Large --- aye
DeAndre' Knoxson, Commissioner District 1 --- aye
Keith Love, Commissioner District 2 --- aye
Chris Sharp, Commissioner District 3 --- aye
Jami Clark, Commissioner District 4 --- aye

6. PUBLIC COMMENTS

7. COMMISSIONERS' COMMENTS

8. MAYOR'S COMMENTS

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

9. ADJOURNMENT

Having no further business, Commissioner At-Large Abel Garza, Jr., made a MOTION to ADJOURN at 5:25 p.m.; the motion was SECONDED by Commissioner Keith Love. All present voted AYE. MOTION CARRIED.

CITY COMMISSION REGULAR MTG

(6) (b)

Meeting Date: 10/02/2024

Remount Medic Unit

Submitted For: David Zacherl, Fire Department

Submitted By: David Zacherl, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Authorize the remounting of one (1) medic unit modular on a new chassis from Frazer, LTD in keeping with the initial purchase strategy of re-mounting the modular units. Cost to remount the modular is \$163,700.00 utilizing the HGAC Cooperative Purchasing Program.

BACKGROUND (Brief Summary)

Replacement chassis is approaching 9 years of age with over 245,000 miles on the unit and has catastrophic internal engine damage. Funds were approved in the FY 24-25 Fire Capital Equipment Replacement Fund and are available to fund this purchase.

RECOMMENDATION

The Fire Chief recommends replacement of the chassis at this time. At 9 years of age with over 245,000 miles and a bad motor, it is more cost-effective to replace the chassis now rather than replacing the motor and then request chassis replacement at 10 years of age as scheduled. The chassis has been purchased, and this request is for funding the remounting of the modular unit (patient compartment) on to the new chassis.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: \$157,000.00

Source of Funds: Capital Equipment Replacement Fund

Account #: 60220255020

Fiscal Impact:

Attachments

1295 Form

Resolution

Exhibit A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Frazer LTD
Houston, TX United States

Certificate Number:
2024-1207744

Date Filed:
08/29/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Texas City Fire Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Q4066-0001 Type I 12' Remount on a 2024 Ford F-350 4x2 Diesel Chassis

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

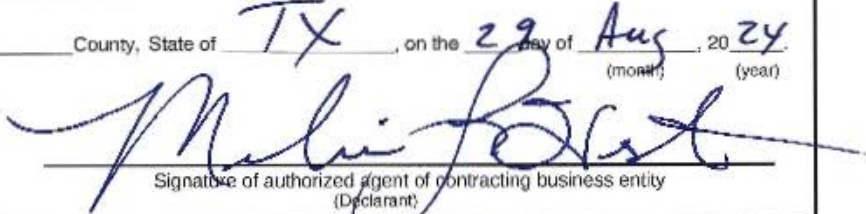
6 UNSWORN DECLARATION

My name is Melvin J West, and my date of birth is 3-31-75

My address is 7219 Rampart St. Houston TX 77081 usa
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TX, on the 29 day of Aug, 2024
(month) (year)


 Signature of authorized agent of contracting business entity
(Declarant)

RESOLUTION NO. 2024-112

A RESOLUTION APPROVING THE PURCHASE OF ONE MEDIC UNIT REMOUNT FROM FRAZER LTD, THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) BUY PROGRAM, FOR THE FIRE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Fire Department desires to remount one (1) Medic Unit through the Houston Galveston Area Council (H-GAC) Buy Program from Sterling McCall Ford/Frazer; and

WHEREAS, funds have been made available for this purchase from the FY 24/25 Annual Budget; and

WHEREAS, the chassis has been previously purchased from Sterling McCall, and

WHEREAS, this purchase is intended to cover the cost of remounting the medic module from a 2016 Ford chassis on to a new Ford chassis.

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 purchase of remounting one (1) Medic Unit module for \$163,700.00, through the Houston-Galveston Area Council (H-GAC) Buy Program from Frazer LTD in substantially the same form attached hereto as Exhibit "A".

SECTION 2: That this equipment is to be utilized by the Fire Department.

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

PASSED AND ADOPTED this 2nd day of October 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

Customer Quote



9/16/2024 9:00:54 PM

Estimate No: Q4066-0001
 Quote Date: 9/16/2024
 Expiration Date: 10/31/2024
 Salesperson: TV
 Payment Terms: Net 30

Invoice To: 10885
 Micah Simons
 Texas City Fire Department
 City of Texas City
 1725 25th St. North
 Texas City TX 77590
 US

Deliver To:
 Micah Simons
 Texas City Fire Department
 City of Texas City
 1725 25th St. North
 Texas City TX 77590
 US

Order Instructions:

PAYMENT TERMS: A progress payment for the chassis portion will be invoiced and is due within 30 days of the chassis arriving at the dealership. The remaining balance will be invoiced 30 days prior to completion and is to be settled at the time of inspection and acceptance of the fully completed unit.

| No. | Item | Qty | U/M: | | Unit Price | | Net Amount |
|-----|------------------------------------|------|------|----|------------|----|------------|
| 1 | MODULE-EMS-X Type I 12' Remount | 1.00 | EA | \$ | 163,700.00 | \$ | 163,700.00 |

Unit History: E-925 / X376 / X737

| | | | | | | | |
|---|---------------------------------------|------|----|----|-----------|----|-----------|
| 2 | CHASSIS 2024 Ford F-350 4x2 Diesel | 1.00 | EA | \$ | 70,750.00 | \$ | 70,750.00 |
|---|---------------------------------------|------|----|----|-----------|----|-----------|

This chassis price is derived from the latest information provided by Ford. The exact pricing details will not be available until the chassis physically arrives at the dealership, at which juncture adjustments to this price may be made. In the event of any price adjustment, you will receive written notification detailing the changes.

| | | | | | | | |
|---|---|------|---|----|------|----|------|
| 3 | DELIVERY Customer Pick-Up - FOB Frazer | 1.00 | M | \$ | 0.00 | \$ | 0.00 |
|---|---|------|---|----|------|----|------|

| | | | | | | | |
|---|----------------------------------|------|----|----|--------|----|--------|
| 4 | HGAC-RMT Contract No. AM10-23 | 1.00 | EA | \$ | 600.00 | \$ | 600.00 |
|---|----------------------------------|------|----|----|--------|----|--------|

| | | | | | | | |
|---|--|------|----|----|------|----|------|
| 5 | SpecDoc Configurable item to create the SpecDoc | 1.00 | EA | \$ | 0.00 | \$ | 0.00 |
|---|--|------|----|----|------|----|------|

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote



9/16/2024 9:00:54 PM

Estimate No: Q4066-0001
Quote Date: 9/16/2024
Expiration Date: 10/31/2024
Salesperson: TV
Payment Terms: Net 30

Order Instructions:

| No. | Item | Qty | U/M: | Unit Price | Net Amount |
|-----|------|-----|------|------------|------------|
|-----|------|-----|------|------------|------------|

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount: 235,050.00
Order Disc(0.0000%): 0.00
Surcharge: N/A
Sales Tax: 0.00
Misc Charges: 0.00
Total Amount: 235,050.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :



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For your convenience, all module pricing has been itemized below per quote Q4066-0001 for Texas City Fire Department :

| | |
|---------------------|----------------------|
| Base Module | \$ 30,825.00 |
| Chassis Exterior | \$ 30,750.00 |
| Module Exterior | \$ 73,700.00 |
| Chassis Interior | \$ 2,900.00 |
| Module Interior | \$ 25,525.00 |
| Module Total | \$ 163,700.00 |

Items included in above totals:

- 1. Old Chassis: Customer Will Pick Up - Make Road Ready \$ incl
- 2. Type I 12' Module \$ incl

Chassis Exterior:

- 3. Heat Shielding for Diesel Chassis \$ 2,225.00
- 4. Chassis Paint Layout: Paint All One Color - Red \$ 7,300.00
- 5. Chassis : 2024 Ford F-350, Diesel, 4x2, Regular Cab, 84" Cab to Axle, Z1 - Oxford White \$ incl
- 6. Suspension: LiquidSpring \$ 17,050.00
- 7. Camera System: Ford OEM Back-up Camera System \$ 775.00
- 8. Wheel type: Factory Aluminum \$ incl
- 9. Road Force Elite tire and wheel balancing \$ incl
- 10. Chassis Steps: Nerf Bars - Black \$ 700.00
- 11. Grille Guard: Grille Guard with Wraparounds \$ incl
- 12. 10" and 12" Air Horns \$ 1,600.00
- 13. Compressor Type: Standard \$ 950.00
- 14. Air Horn Switching Options: Momentary \$ 150.00
- 15. Passenger's side Grille Light: Whelen M4 Red Light \$ incl
- 16. Driver's side Grille Light: Whelen M4 Red Light \$ incl
- 17. Passenger's side Intersect Light: Whelen M4 Red Light \$ incl
- 18. Driver's side Intersect Light: Whelen M4 Red Light \$ incl
- 19. UNOC 3340 - "Furnish back-up camera for installation on module rear wall, that will be connected to in-dash monitor (not ordered with chassis) \$ incl
<OEM back-up camera system must be selected in CPQ to use this UNOC>"

Chassis Exterior Subtotal \$ 30,750.00



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Module Exterior:

| | | |
|--|----|-----------|
| 20. Remove old Onan power source and ship loose | \$ | incl |
| 21. New Power Source: Onan 5.5kW Generator | \$ | 10,950.00 |
| 22. Locking Gas Cap | \$ | incl |
| 23. Remove the wrap currently on the module | \$ | 1,675.00 |
| 24. New Corner Trim | \$ | incl |
| 25. New Corner Caps | \$ | incl |
| 26. 15 hour(s) of Body Work | \$ | 1,875.00 |
| 27. Module Paint Layout: Non-White One Tone - Red | \$ | 24,025.00 |
| 28. No Design Package | \$ | incl |
| 29. Frazer Provided Tier 2 - Standard Graphics | \$ | 6,200.00 |
| 30. Existing GTT Opticom | \$ | incl |
| 31. Opticom Switching: On/Off Switch and Cut-off with door | \$ | 425.00 |
| 32. Shore Power: Dual 20/30 Amp Kussmaul Auto Eject w/ Red covers | \$ | 2,025.00 |
| 33. Pigtail/Plug Option: Pigtail | \$ | incl |
| 34. Front Wall Light Layout: Lower 5 Lights | \$ | incl |
| 35. Front Wall Light #1: Whelen M6 Red Light | \$ | 325.00 |
| 36. Front Wall Light #2: Whelen M6 Blue Light | \$ | 325.00 |
| 37. Front Wall Light #3: Whelen M6 Clear Light | \$ | 325.00 |
| 38. Front Wall Light #4: Whelen M6 Amber Light | \$ | 325.00 |
| 39. Front Wall Light #5: Whelen M6 Red Light | \$ | 325.00 |
| 40. Front Wall Driver Side Box Light: Whelen M6 Red Light | \$ | 325.00 |
| 41. Front Wall Passenger Box Light: Whelen M6 Red Light | \$ | 325.00 |
| 42. Driver Wall Front Box Light: Whelen M6 Red Light | \$ | 325.00 |
| 43. Driver Wall Rear Box Light: Whelen M6 Red Light | \$ | 325.00 |
| 44. Driver Wheel Well Light: Whelen M6 Red Light | \$ | 325.00 |
| 45. Converter Flanges For Wheel Well Lights | \$ | 250.00 |
| 46. Side Scene Lights: Whelen Pioneer Plus Dual Panel LED (Recessed) | \$ | 6,325.00 |
| 47. New O2 Rollers for an H Cylinder | \$ | 850.00 |
| 48. New Battery Charger | \$ | 625.00 |
| 49. Old A/C Unit: Save & Ship Loose | \$ | incl |
| 50. New Dometic A/C with Exhaust Fan | \$ | 8,775.00 |
| 51. All Cladding/Treadbrite: New | \$ | 1,350.00 |



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|---|-----------|------------------|
| 52. Module Window Option: Sliding Window | \$ | incl |
| 53. Upper Rear Wall Light Layout: 3 Across | \$ | incl |
| 54. Upper Light #1: Whelen M6 Load Light | \$ | 500.00 |
| 55. Upper Light #2: Whelen M6 Amber Light | \$ | 325.00 |
| 56. Upper Light #3: Whelen M6 Load Light | \$ | 500.00 |
| 57. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light | \$ | 250.00 |
| 58. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light | \$ | 250.00 |
| 59. Lower Light #3: Whelen M6 Amber Light | \$ | 325.00 |
| 60. Lower Light #4: Whelen M6 Amber Light | \$ | 325.00 |
| 61. Rear Wall Driver Box Light: Whelen M6 Red Light | \$ | 325.00 |
| 62. Rear Wall Passenger Box Light: Whelen M6 Red Light | \$ | 325.00 |
| 63. Converter Flanges For Box Lights | \$ | 1,000.00 |
| 64. Lower BTTs: 2 Grote Lights on each side | \$ | incl |
| 65. New Door Grabbers | \$ | incl |
| 66. New Cast License Plate Light | \$ | incl |
| 67. Passenger Wall Front Box Light: Whelen M6 Red Light | \$ | 325.00 |
| 68. Passenger Wall Rear Box Light: Whelen M6 Red Light | \$ | 325.00 |
| 69. Passenger Wheel Well Light: Whelen M6 Red Light | \$ | 325.00 |
| 70. Replace Gas Hold-Open at Side Entry | \$ | incl |
| Module Exterior Subtotal | \$ | 73,700.00 |

Chassis Interior:

| | | |
|---|----|--------|
| 71. Siren Speakers: Whelen SA 315 Speakers | \$ | incl |
| 72. Tap-2 on Primary Siren | \$ | incl |
| 73. Siren Option: Whelen C9 Siren in Console | \$ | incl |
| 74. Mic 1 on passenger's side slot 1 | \$ | incl |
| 75. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub | \$ | incl |
| 76. Slot 1: Radio Plate: 6.7 L X 2 W opening dims Item ID 2399 | \$ | incl |
| 77. Slot 2: Double Slot Switch Panel | \$ | incl |
| 78. Slot 3: Joined with 2 | \$ | incl |
| 79. Slot 4: Siren 1 | \$ | incl |
| 80. Slot 5: Double Blank Insert | \$ | 275.00 |
| 81. Slot 6: Joined with 5 | \$ | incl |



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| | | |
|--|-----------|-----------------|
| 82. Kussmaul USB/USB-C at Console | \$ | 350.00 |
| 83. Console Switch Layout : Primary - Secondary - Opticom - Blank - Kussmaul USB/USB-C - Blank - Air Horn - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Start/Stop Genset - | \$ | incl |
| 84. New Armrest | \$ | 350.00 |
| 85. Console Layout: 6-Slot Console | \$ | incl |
| 86. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder | \$ | 275.00 |
| 87. Rear of Console: Single Mapholder | \$ | 350.00 |
| 88. Chassis Rear Wall: 3 High Glove Box Holder | \$ | 350.00 |
| 89. Secure-Idle Anti-Theft System | \$ | 950.00 |
| Chassis Interior Subtotal | \$ | 2,900.00 |

Module Interior:

| | | |
|--|----|----------|
| 90. New Ceiling Lasco, including New Padded Ceiling Raceways and New IV Hangers | \$ | 2,950.00 |
| 91. New Wall Lasco, including New Head Knockers and New Corner Knockers | \$ | 5,100.00 |
| 92. New Cobalt Blue Interior Trim | \$ | 550.00 |
| 93. New Ceiling Raceways and Corner Knockers | \$ | incl |
| 94. New Protek Cushions at the CPR Seat and Squad Bench | \$ | 2,025.00 |
| 95. Stainless Steel Side and Rear Entry Door Grab Rails (price covered under new Module Paint) | \$ | incl |
| 96. Stainless Steel Side and Rear Wall Grab Rail (price covered under new Wall Lasco) | \$ | incl |
| 97. 8 Grote Interior Lights and Light Bar Under AW Cabinet | \$ | 3,975.00 |
| 98. Netting at the Front Corner Area | \$ | 500.00 |
| 99. New Driver Side Stainless and New Stainless Steel Countertops | \$ | 1,350.00 |
| 100. Action Wall Switch Layout : Interior Lights; Existing Switch (TBD); Existing Switch (Suction); Ventilation Fan; | \$ | incl |
| 101. Keep Existing Action Wall Acrylic Holder | \$ | incl |
| 102. New Lap Belt at the CPR Seat | \$ | 200.00 |
| 103. Acrylic Holder Aft CPR Seat | \$ | 550.00 |
| 104. Genset Start/Stop Switch at Rear Doors | \$ | incl |
| 105. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Dump/Bypass (Suspension); Rear Load; | \$ | incl |
| 106. Two Seating Positions at the Squad Bench - 1 and 2 | \$ | incl |
| 107. Harness Type for Seat Position 1: New 6pt Harness | \$ | 775.00 |



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| | | |
|---|-----------|------------------|
| 108. Harness Type for Seat Position 2: New 6pt Harness | \$ | 775.00 |
| 109. 22 Pocket Acrylic Holder | \$ | 950.00 |
| 110. Keep Existing Glove Box & Handrail | \$ | incl |
| 111. Keep Existing Single O2 Outlet at the Squad Bench Wall | \$ | incl |
| 112. Standard Side Entry Headknocker | \$ | incl |
| 113. IV Hanger on Ceiling Raceway | \$ | incl |
| 114. Driver Side Stainless Steel Ceiling Grab Rail for 12' Unit (price covered under new Ceiling Lasco) | \$ | incl |
| 115. Replace Existing Squad Bench IV Hanger with New | \$ | incl |
| 116. Rear Headknocker Options: No Clocks or Speakers | \$ | incl |
| 117. Stryker antler and bar (including cot tower) | \$ | 1,225.00 |
| 118. Stryker 175-3 Single Position Mount | \$ | incl |
| 119. New Loncoin II Sapphire Floor | \$ | 4,600.00 |
| Module Interior Subtotal | \$ | 25,525.00 |



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Last edited by tvale on September 16 2024

Email this quote along with your PO
to Tony Vale at tvale@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Sterling McCall Ford.

Sterling McCall Ford
6445 Southwest Freeway
Houston, TX 77074

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be submitted in writing to sales@frazerbilt.com at least 120 days before the projected production start date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

CHASSIS PAYMENT CONSIDERATION: Please note that payment for the chassis may have been issued prior to the 120-day cancellation window. Therefore, cancellation requests or refunds pertaining to the chassis will be at the discretion of the respective dealerships.



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DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.



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INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.



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TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.



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INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

CITY COMMISSION REGULAR MTG

(6) (c)

Meeting Date: 10/02/2024

Water Rescue Vehicle

Submitted For: David Zacherl, Fire Department

Submitted By: David Zacherl, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Authorize the purchase of One (1) replacement ancillary unit for the fire department water rescue program from Silsbee Ford in the amount of \$66,866.50 through the TIPS USA Interlocal Purchasing System.

BACKGROUND (Brief Summary)

Funds were approved in the FY 24-25 Fire Capital Equipment Replacement Fund and are available to fund this purchase.

Along with a large industrial port, Texas City also enjoys the longest fishing pier in the world. Texas City is a popular sport fishing and beach area that attracts thousands each year that come to enjoy the Bay. Texas City Fire provides water rescue services that enhance the quality of life for citizens and visitors alike. The program is very successful, and continuation is recommended.

The old rescue unit appears fine from a general observation. However, the 25 years of saltwater exposure has taken its toll on the frame, undercarriage, and suspension components. Maintaining the pre-planned, scheduled replacement of this unit is recommended at this time.

All contracts available to members of TIPS USA Interlocal Purchasing System have been awarded by virtue of a public competitive procurement process compliant with state statutes.

RECOMMENDATION

The Fire Chief recommends maintaining the pre-planned, scheduled replacement of this 25-year-old unit at this time.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: \$66,866.50

Source of Funds: Capital Equipment Replacement Fund

Account #: 60220255020

Fiscal Impact:

Attachments

Agenda Item

Resolution

Exhibit A

Commission Agenda Item

Oct 20th City Commission Meeting

Consent Agenda

Consider approval of **Resolution No. 24-** __ authorizing the purchase of one (1) replacement ancillary unit to be utilized by fire department as the tow vehicle for the water rescue program. (Fire Dept.)

ACTION REQUEST

Authorize the purchase of One (1) replacement ancillary unit for the fire department water rescue program from Silsbee Ford in the amount of \$66,866.50 through the TIPS USA Interlocal Purchasing System.

BACKGROUND

Funds were approved in the FY 24-25 Fire Capital Equipment Replacement Fund and available to fund this purchase.

ANALYSIS

Along with a large industrial port, Texas City also enjoys the longest fishing pier in the world. Texas City is a popular sport fishing and beach area that attracts thousands each year that come to enjoy the Bay. Texas City Fire provides water rescue services that enhance the quality of life for citizens and visitors alike. The program is very successful, and continuation is recommended.

The old rescue unit appears fine from a general observation. However, the 25 years of saltwater exposure has taken its toll on the frame, undercarriage, and suspension components. Maintaining the pre-planned, scheduled replacement of this unit is recommended at this time.

All contracts available to members of TIPS USA Interlocal Purchasing System have been awarded by virtue of a public competitive procurement process compliant with state statutes.

ALTERNATIVES CONSIDERED

Purchase through the HGAC Buy Program

RESOLUTION 24-

A RESOLUTION APPROVING THE PURCHASE OF ONE ANCILLARY UNIT, FROM SILSBEE FORD THROUGH THE TIPS INTERLOCAL PURCHASING SYSTEM, FOR USE IN THE FIRE DEPARTMENT WATER RESCUE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the fire department desires to purchase one (1) Ancillary Unit from Silsbee Ford through the TIPS Interlocal Purchasing System; and

WHEREAS, funds are available in the FY 24-25 Fire Capital Equipment Replacement Fund budget; and

WHEREAS, this purchase is intended for deployment and use in the fire department water rescue program.

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 purchase of one (1) Ancillary Unit for \$66,866.50 from Silsbee Ford through the TIPS Interlocal Purchasing System in substantially the same form attached hereto as Exhibit "A" and made part thereof.

SECTION 2: That this unit is to be utilized by the fire department for the water rescue program.

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

PASSED AND ADOPTED this 2nd day of October, 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari Leigh
City Secretary

Kyle L Dickson
City Attorney

PRODUCT PRICING SUMMARY
 TIPS USA 210907 TRANSPORTATION VEHICLES
 VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TEXAS CITY
 Contact: DAVID ZACHERL

Prepared by JARROD RUNNELS
 Phone: 409-895-3858 / 409-749-9556

| |
|-----------------------------|
| Email: |
| Product Description: |

A. Bid Item: W3A A. Base Price: 50535

B.

Code [Bid Price](#)

Description Bid Price

| | | | |
|-----------------------------|-----|-----------------------------|-------|
| 512 SPARE TIRE | 0 | NEW CAB 4X4 January 0, 1900 | |
| 18B RUNNING BOARDS | 445 | SHORT BED | |
| X3H ELECTRONIC LOCKING AXLE | 430 | POWER WII | |
| TBM ALL TERRAIN TIRES | 165 | 6.7; HIGH OUTPUT | 10995 |
| | | 10 SPD AUTO TRANS | |

| 4S | CLOTH 40/CONSOLE/40 | 615 | | BLUETOOTH | |
|-------------|---|-----------|---------|--------------------------------|--------------|
| | | | | FRONT TOW HOOKS | |
| | REAR CAMERA | \$ - | E4 | VERMILLION RED CLOTH 40/CNSL/4 | \$ 660.00 |
| | | | | Total of B. Published Options: | \$ 13,310.00 |
| | | | | Published Option Discount (5%) | \$ (665.50) |
| C. | Unpublished Options [not to exceed 25%] | | | \$= | % |
| Description | | Bid Price | Options | | Bid Price |

4X4 UPGRADE 3232

| | | Total of C. Unpublished Options: | \$ 3,232.00 |
|----|--|----------------------------------|-------------|
| D. | | | \$ - |
| E. | | | \$ - |

F. Contract Price Adjustment: \$ -

G. Additional Delivery Charge: 100 miles \$ 455.00

H. Subtotal: \$ 66,866.50

I. Quantity Ordered 1 x H = \$ 66,866.50

J. Trade in: \$ -

K. Total Purchase Price \$ 66,866.50

CITY COMMISSION REGULAR MTG

(6) (d)

Meeting Date: 10/02/2024

NIS Staff Vehicle

Submitted For: David Zacherl, Fire Department

Submitted By: David Zacherl, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Authorize the purchase of One (1) Staff Unit for Neighborhood Improvement Services from Silsbee Ford in the amount of \$53,597.25 through the TIPS USA Interlocal Purchasing System.

BACKGROUND (Brief Summary)

The position of NIS Officer requires traveling throughout the city performing duties related to neighborhood improvement: field operations, complaint site visits, and other tasks associated with NIS duties in an independent and self-directed environment, i.e., junk & debris cleanup, follow-up inspections and self-initiated projects. The ability to travel freely through the city is an essential function of the position that requires reliable, dependable transportation to meet the needs of the user’s job duties and responsibilities.

Funds were approved in the FY 24-25 Fire Capital Equipment Replacement Fund and are available to fund this new purchase.

All contracts available to members of TIPS USA Interlocal Purchasing System have been awarded by virtue of a public competitive procurement process compliant with state statutes.

RECOMMENDATION

The Fire Chief has recommended the acquisition of a new vehicle for Neighborhood Improvement Services (NIS) activities, alongside an expansion of staff personnel from two to three authorized positions, as approved in the FY 24/25 operating budget.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: \$53,597.25

Source of Funds: Capital Equipment Replacement Fund

Account #: 60220255020

Fiscal Impact:

Attachments

Agenda Item

Resolution

Commission Agenda Item 7403

Oct 20th City Commission Meeting

Consent Agenda

Consider approval of **Resolution No. 24-__** authorizing the purchase of one (1) new Staff Unit to be utilized by Neighborhood Improvement Services. (Fire Dept.)

ACTION REQUEST

Authorize the purchase of One (1) Staff Unit for Neighborhood Improvement Services from Silsbee Ford in the amount of \$53,597.25 through the TIPS USA Interlocal Purchasing System.

BACKGROUND

Funds were approved in the FY 24-25 Fire Capital Equipment Replacement Fund and available to fund this new purchase.

ANALYSIS

The position of NIS Officer requires traveling throughout the city performing duties related to the neighborhood improvement: field operations, complaint site visits, and other tasks associated with NIS duties in an independent and self-directed environment. i.e., junk & debris cleanup, follow-up inspections and self-initiated projects. The ability to travel freely through the city is an essential function of the position that requires reliable, dependable transportation to meet the needs of the user's job duties and responsibilities.

All contracts available to members of TIPS USA Interlocal Purchasing System have been awarded by virtue of a public competitive procurement process compliant with state statutes.

ALTERNATIVES CONSIDERED

Purchase through the HGAC Buy Program

RESOLUTION 24-

A RESOLUTION APPROVING THE PURCHASE OF ONE NEW STAFF UNIT, FROM SILSBEE FORD THROUGH THE TIPS INTERLOCAL PURCHASING SYSTEM, FOR USE IN NEIGHBORHOOD IMPROVEMENT SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the fire department desires to purchase one (1) new Staff Unit from Silsbee Ford through the TIPS Interlocal Purchasing System; and

WHEREAS, funds are available in the FY 24-25 Fire Capital Equipment Replacement Fund budget; and

WHEREAS, this purchase is intended for deployment and use in Neighborhood Improvement Services.

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 purchase of one (1) Staff Unit for \$53,597.25 from Silsbee Ford through the TIPS Interlocal Purchasing System in substantially the same form attached hereto as Exhibit "A" and made part thereof.

SECTION 2: That this unit is to be utilized by Neighborhood Improvement Services.

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

PASSED AND ADOPTED this 2nd day of October, 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari Leigh
City Secretary

Kyle L Dickson
City Attorney

PRODUCT PRICING SUMMARY
 TIPS USA 210907 TRANSPORTATION VEHICLES
 VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TEXAS CITY MEMBER#999240
 Contact: DAVID ZACHERL

Prepared by JARROD RUNNELS
 Phone: 409-895-3858/ 409-749-9556

| |
|-----------------------------|
| Email: |
| Product Description: |

A. Bid Item: W1C A. Base Price: 43995

B. _____
 Code Bid Price _____ Description Bid Price _____

| | | | |
|-----|-------------------------|---|---|
| | 0 | | |
| 18B | PLATFORM RUNNING BOARDS | 0 | 2025 FORD F150 CREW CAB 4X2 |
| 50S | CRUISE CONTROL | 0 | 5.0L V8 GAS I \$ 1,570.00 |
| 85A | POWER WINDOWS/LOCKS/MIR | 0 | 10 SPD TRANS OXFORD WHITE |

| | | | | |
|-----|-----------------------------|-----|--------------------------------|-------------|
| 53T | TRAILER TOWING WITH TB CONT | 785 | OTH BUCKET SEATS WITH CONSC | |
| | | | CARPTEED FLOORING | \$ - |
| | | | 5 1/2' BED | |
| | | | Total of B. Published Options: | \$ 2,355.00 |
| | | | Published Option Discount (5%) | \$ (117.75) |

| | | | | |
|-------------|----------------------------------|-----------|---------|-----------|
| C. | Unpublished Options | | | |
| Description | | Bid Price | Options | Bid Price |
| | 68L TAILGATE STEP | 635 | | |
| | REVERSE SENSING | | | |
| | 50M MOBILE OFFICE WITH FOLD FLAT | 1045 | | |
| | REQ WITH CONSOLE | | | |
| | W3K FORD XLT EQUIPMENT GROUP | 5510 | | |

| | | | | |
|----|--|--|----------------------------------|-------------|
| | | | | |
| | | | | |
| | | | | |
| | | | Total of C. Unpublished Options: | \$ 7,190.00 |
| D. | | | | \$ - |
| E. | | | | \$ - |

F. Contract Price Adjustment: \$ -

G. Additional Delivery Charge: 100 miles \$ 175.00

H. Subtotal: \$ 53,597.25

I. Quantity Ordered $1 \times H =$ \$ 53,597.25

J. Trade in: \$ -

K. Total Purchase Price \$ 53,597.25

CITY COMMISSION REGULAR MTG

(6) (e)

Meeting Date: 10/02/2024

2024-2029 Axon Enterprise Contract

Submitted For: David Zacherl, Fire Department

Submitted By: David Zacherl, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Authorization for the Mayor to execute an agreement for specialized services with Axon Enterprise, Inc. utilizing Omnia Partners Group Purchasing Contract to provide portable digital media recorder services to the Fire Department.

BACKGROUND (Brief Summary)

Portable digital media recorder services encompasses camera hardware, data management, secure storage, live video streaming and technical support. Video recording enhances report documentation, assists in training, and improves accountability and transparency. It also provides an excellent record of an event and is an important defense tool that can help avoid protracted and costly litigation.

Personnel responding to emergency and non-emergency incidents will be equipped with video/audio recording equipment to enhance the department's transparency, assist in EMS quality assessment and improvement, fire tactical evaluation and post incident critique/training to improve crew safety.

This agreement is for a five (5) year period beginning November 2024 for an annual rate of \$36,825.72 and a total contract value of \$184,128.60. This is an extension of an existing program that is already in place and funding for the continuation of the agreement is provided in the fire dept. annual operating budget.

RECOMMENDATION

This has proven to be a valuable program and the Fire Chief recommends approval and continuation of the agreement with Axon Enterprise.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: \$184,128.60

Source of Funds: Fire Annual Operating Budget

Account #: 10120253560

Fiscal Impact:

This is a 5-year agreement at #36,825.72 per year beginning November 2024.

Attachments

Resolution

Exhibit A

Staff Report

RESOLUTION NO. 2024-115

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC THROUGH OMNIA PARTNERS GROUP PURCHASING CONTRACT FOR SPECIALIZED SERVICES RELATED TO THE ADMINISTRATION AND OPERATION OF PORTABLE DIGITAL MEDIA SERVICES TO THE FIRE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the fire department desires to continue the use of portable digital media recorder devices to enhance report documentation, assist in training, and improve accountability and transparency, and

WHEREAS, CONTRACTOR possesses the professional skills and abilities that can assist CITY with data management, secure storage, live video streaming and technical support, and

WHEREAS, CITY has previously engaged CONTRACTOR to perform these certain professional services within the fire and police department; and

WHEREAS, funding for the continuation of this program is provided in the 2024-2025 Fire Department Annual Operating Budget.

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

SECTION 1: That the City Commission of the City of Texas City hereby authorizes the Mayor to execute an Agreement with Axon Enterprise, Inc. utilizing OMNIA Group Partners Purchasing Contract in substantially the same form attached hereto as Exhibit "A" and made part thereof.

PASSED AND ADOPTED this 2nd day of October 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-609458-45558.781TM

Issued: 09/23/2024



Quote Expiration:

Estimated Contract Start Date: 12/01/2024

Account Number: [REDACTED]

Payment Terms:

Delivery Method:

| SHIP TO | BILL TO |
|---|--|
| Texas City Fire Department TX 1801 9th Ave N Texas City, TX 77590-5472 USA | Texas City Fire Department - TX 1801 9th Ave N Texas City TX 77590-5472 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|--|
| Tyler McArthur Phone: Email: tmcArthur@axon.com Fax: | Dennis Harris Phone: (409) 948-3111 Email: dharris@texascitytx.gov Fax: |

Quote Summary

| | |
|-------------------------------|---------------------|
| Program Length | 60 Months |
| TOTAL COST | \$184,128.60 |
| ESTIMATED TOTAL W/ TAX | \$184,128.60 |

Discount Summary

| | |
|--------------------------|-----------------|
| Average Savings Per Year | \$28.20 |
| TOTAL SAVINGS | \$141.00 |

Payment Summary

| Date | Subtotal | Tax | Total |
|--------------|---------------------|---------------|---------------------|
| Nov 2024 | \$36,825.72 | \$0.00 | \$36,825.72 |
| Nov 2025 | \$36,825.72 | \$0.00 | \$36,825.72 |
| Nov 2026 | \$36,825.72 | \$0.00 | \$36,825.72 |
| Nov 2027 | \$36,825.72 | \$0.00 | \$36,825.72 |
| Nov 2028 | \$36,825.72 | \$0.00 | \$36,825.72 |
| Total | \$184,128.60 | \$0.00 | \$184,128.60 |

| | |
|------------------------|--------------|
| Quote Unbundled Price: | \$184,269.60 |
| Quote List Price: | \$184,269.60 |
| Quote Subtotal: | \$184,128.60 |

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|----------------------------|---|-----|------|-----------|------------|-----------|---------------------|---------------|---------------------|
| A la Carte Software | | | | | | | | | |
| 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 500 | 60 | | \$0.65 | \$0.65 | \$19,500.00 | \$0.00 | \$19,500.00 |
| 73680 | AXON RESPOND PLUS - LICENSE | 42 | 60 | | \$21.48 | \$21.48 | \$54,129.60 | \$0.00 | \$54,129.60 |
| ProLicense | Pro License Bundle | 5 | 60 | | \$43.40 | \$43.33 | \$12,999.00 | \$0.00 | \$12,999.00 |
| BasicLicense | Basic License Bundle | 100 | 60 | | \$16.27 | \$16.25 | \$97,500.00 | \$0.00 | \$97,500.00 |
| Total | | | | | | | \$184,128.60 | \$0.00 | \$184,128.60 |

Delivery Schedule

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|----------------------|-------|---|-----|----------------------|--------------------|
| Basic License Bundle | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 100 | 12/01/2024 | 11/30/2029 |
| Basic License Bundle | 73840 | AXON EVIDENCE - ECOM LICENSE - BASIC | 100 | 12/01/2024 | 11/30/2029 |
| Pro License Bundle | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 15 | 12/01/2024 | 11/30/2029 |
| Pro License Bundle | 73746 | AXON EVIDENCE - ECOM LICENSE - PRO | 5 | 12/01/2024 | 11/30/2029 |
| A la Carte | 73680 | AXON RESPOND PLUS - LICENSE | 42 | 12/01/2024 | 11/30/2029 |
| A la Carte | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 500 | 12/01/2024 | 11/30/2029 |

Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|-----------------|----------------|------------|-------|------------|---------|
| 1 | 1801 9th Ave N | Texas City | TX | 77590-5472 | USA |

Payment Details

| Nov 2024 | | | | | | |
|--------------|--------------|---|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 1 | 73680 | AXON RESPOND PLUS - LICENSE | 42 | \$10,825.92 | \$0.00 | \$10,825.92 |
| Year 1 | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 500 | \$3,900.00 | \$0.00 | \$3,900.00 |
| Year 1 | BasicLicense | Basic License Bundle | 100 | \$19,500.00 | \$0.00 | \$19,500.00 |
| Year 1 | ProLicense | Pro License Bundle | 5 | \$2,599.80 | \$0.00 | \$2,599.80 |
| Total | | | | \$36,825.72 | \$0.00 | \$36,825.72 |

| Nov 2025 | | | | | | |
|--------------|--------------|---|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 2 | 73680 | AXON RESPOND PLUS - LICENSE | 42 | \$10,825.92 | \$0.00 | \$10,825.92 |
| Year 2 | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 500 | \$3,900.00 | \$0.00 | \$3,900.00 |
| Year 2 | BasicLicense | Basic License Bundle | 100 | \$19,500.00 | \$0.00 | \$19,500.00 |
| Year 2 | ProLicense | Pro License Bundle | 5 | \$2,599.80 | \$0.00 | \$2,599.80 |
| Total | | | | \$36,825.72 | \$0.00 | \$36,825.72 |

| Nov 2026 | | | | | | |
|--------------|--------------|---|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 3 | 73680 | AXON RESPOND PLUS - LICENSE | 42 | \$10,825.92 | \$0.00 | \$10,825.92 |
| Year 3 | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 500 | \$3,900.00 | \$0.00 | \$3,900.00 |
| Year 3 | BasicLicense | Basic License Bundle | 100 | \$19,500.00 | \$0.00 | \$19,500.00 |
| Year 3 | ProLicense | Pro License Bundle | 5 | \$2,599.80 | \$0.00 | \$2,599.80 |
| Total | | | | \$36,825.72 | \$0.00 | \$36,825.72 |

| Nov 2027 | | | | | | |
|--------------|--------------|---|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 4 | 73680 | AXON RESPOND PLUS - LICENSE | 42 | \$10,825.92 | \$0.00 | \$10,825.92 |
| Year 4 | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 500 | \$3,900.00 | \$0.00 | \$3,900.00 |
| Year 4 | BasicLicense | Basic License Bundle | 100 | \$19,500.00 | \$0.00 | \$19,500.00 |
| Year 4 | ProLicense | Pro License Bundle | 5 | \$2,599.80 | \$0.00 | \$2,599.80 |
| Total | | | | \$36,825.72 | \$0.00 | \$36,825.72 |

| Nov 2028 | | | | | | |
|--------------|--------------|---|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 5 | 73680 | AXON RESPOND PLUS - LICENSE | 42 | \$10,825.92 | \$0.00 | \$10,825.92 |
| Year 5 | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 500 | \$3,900.00 | \$0.00 | \$3,900.00 |
| Year 5 | BasicLicense | Basic License Bundle | 100 | \$19,500.00 | \$0.00 | \$19,500.00 |
| Year 5 | ProLicense | Pro License Bundle | 5 | \$2,599.80 | \$0.00 | \$2,599.80 |
| Total | | | | \$36,825.72 | \$0.00 | \$36,825.72 |

Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Omnia Contract 3544-21-4615 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-318324, Q-472482, Q-485756, Q-522720, Q-532862

Agency is renewing those contracts effective 12/1/2024. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

Signature

9/23/2024

Date Signed



2024-2029 Axon Enterprise Contract

CITY COMMISSION AGENDA No. 7404

Date: 10/02/2024

Department: Fire

Agenda Area: Consent

Consider approval of Resolution __ authorizing the Mayor to execute an agreement for **specialized** services with Axon Enterprise, Inc. **utilizing Omnia Partners Group Purchasing Contract** to provide portable digital media recorder services to the Fire Department

ACTION REQUEST:

Authorization for the Mayor to execute an agreement for **specialized** services with Axon Enterprise, Inc. **utilizing Omnia Partners Group Purchasing Contract** to provide portable digital media recorder services to the Fire Department.

BACKGROUND:

Portable digital media recorder services encompasses camera hardware, data management, secure storage, live video streaming and technical support. Video recording enhances report documentation, assists in training, and improves accountability and transparency. It also provides an excellent record of an event and is an important defense tool that can help avoid protracted and costly litigation.

ANALYSIS:

Personnel responding to emergency and non-emergency incidents will be equipped with video/audio recording equipment to enhance the department's transparency, assist in EMS quality assessment and improvement, fire tactical evaluation and post incident critique/training to improve crew safety.

This agreement is for a five (5) year period beginning November 2024 for an annual rate of \$36,825.72 and a total contract value of \$184,128.60. This is an extension of an existing program that is already in place and funding for the continuation of the agreement is provided in the fire dept. annual operating budget.

ALTERNATIVES CONSIDERED:

None

CITY COMMISSION REGULAR MTG

(6) (f)

Meeting Date: 10/02/2024

SNF Polydyne Sole Source Contract

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST

Approve a sole source contract with SNF Polydyne.

BACKGROUND (Brief Summary)

SNF Polydyne is the sole manufacturer of the polymer CLARIFLOC CE-847, a biodegradable coagulant used for de-watering sludge at the wastewater treatment plant. We have used this polymer for many years with great success. The term of the contract is one (1) year beginning October 1, 2024 and ending September 30, 2025 at \$1.77/lb. and five (5) one year extensions as long as prices remain acceptable to both parties.

Our current use is approximately 2300 pounds per month at \$1.77 per pound. Including freight, our yearly expense is approximately \$50,561.82

A copy of the sole source letter is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department that the City Commission approve a sole source contract for one (1) year and up to 5 extensions with SNF Polydyne. It is further requested that the Mayor be authorized to execute this contract on behalf of the City Commission.

Thank you

Fiscal Impact

Attachments

Exhibit A
Resolution



September 17, 2024

Mike McKinley
City of Texas City
3901 Bay Street Ext.
Texas City, TX 77592

SUBJECT: Sole Source Declaration and Price Quotation

Dear Mr. McKinley:

We trust this letter will serve your needs in defining Polydyne Inc. as the sole source manufacturer and supplier of the following products supplied to the City of Texas City:

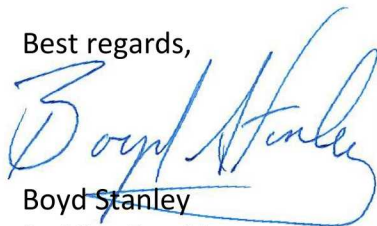
CLARIFLOC CE-847

This product is not substitutable or “off the shelf.” It’s molecular structure, molecular weight, and particular raw material components are unique to Polydyne’s CLARIFLOC product line. CLARIFLOC is Polydyne’s trademark, and no other vendor is authorized to supply these products.

Polydyne Inc. is pleased to continue to supply CLARIFLOC™ CE-847 in 2300 lb. Totes at the current unit price of \$1.77/lb. The aforementioned unit price does not include any applicable tax or surcharge.

Thank you for your business! If you have any questions, please feel free to contact Marcus Ortiz, Technical Sales Representative, at (281) 633-6086 or by e-mail at mortiz@polydyneinc.com.

Best regards,



Boyd Stanley
Sr. Vice-President

RESOLUTION NO. 2024-116

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR ONE (1) YEAR, AND UP TO FIVE (5) EXTENSIONS, WITH SNF POLYDYNE, A SOLE-SOURCE PROVIDER; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, it is the recommendation of the Public Works Department that the City Commission approve a sole source contract for one (1) year and up to 5 extensions with SNF Polydyne. It is further requested that the Mayor be authorized to execute this contract on behalf of the City Commission.

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, approve a sole source contract for one (1) year and up to 5 extensions with SNF Polydyne.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with SNF Polydyne as noted in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 2nd day of October 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (g)

Meeting Date: 10/02/2024

Bid No. 2024-460 Lift Stations 7 and 15 Rehabilitation Project

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

Department: Public Works

Information

ACTION REQUEST

Approve and award a contract for Bid No. 2024-460 Lift Stations 7 and 15 Rehabilitation Project.

BACKGROUND (Brief Summary)

On August 15th & 22th, 2024, a notice to bidders was advertised in the local paper and bid packets were made available to local businesses through CivCastUSA and ARKK Engineers, LLC. On September 13th, 2024 @ 11:00 a.m. bids were opened and read aloud. The lowest responsible bidder meeting all the requirements was Matula & Matula Construction, Inc., in Lake Jackson, Texas, for the total amount of \$1,121,992.00.

Funds are made available via account number 501706-55685 in the City of Texas City 2023 -2024 Annual budget.

A bid tabulation with letter of recommendation is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department that the City Commission award the contract for this project to Matula & Matula Construction, Inc., for the total bid amount of \$1,121,992.00 and that the Mayor be authorized to execute a contract on behalf of the City Commission. The Public Works Department further recommends that the Mayor be authorized to approve any change orders, not to exceed 25% of the total contract amount, without bringing the matter before the City Commission.

Thank you.

Fiscal Impact

Attachments

Exhibit A
Resolution



September 16, 2024

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 7 and 15 Rehabilitation Project**
BID #2024-460
City of Texas City
ARKK Job No. 23-051

Dear Mr. Ballast:

On September 13, 2024, four (4) bids were received for the above referenced project. This project involves the following:

- **Lift Station 7:** Rehabilitate the lift station, while keeping the existing wet well basin intact. All new submersible pumps, hardware, piping, and slabs will be installed and a new electric service by Texas New Mexico Power (TNMP) will be provided. The new electric service at Lift Station No. 7 will also include the necessary switchgear to meet service standards including a manual transfer switch for connection to a portable generator, if necessary. The existing fence will be replaced and the interior of the lift station site will be paved.
- **Lift Station 15:** Rehabilitate the lift station, while keeping the existing wet well basin intact. All new submersible pumps, control panel, hardware, piping, and fencing will be installed. The interior of the lift station site will be paved and a new automatic transfer switch will be installed to be used with the existing generator on site.

Bid Tabulation Sheet – Four (4) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities.

| Bidder | Total Bid |
|------------------------------------|------------------|
| Matula & Matula Construction, Inc. | \$1,121,992.00 |
| CFG Industries, LLC. | \$1,367,110.00 |
| Sustanite Support Services, LLC | \$1,385,000.00 |
| R&B Group, Inc. | \$1,631,738.00 |

Matula & Matula Construction, Inc. was the lowest bidder for this project, and they submitted a list of qualifications. Based on the information provided, Matula & Matula Construction, Inc. has performed similar work for several municipalities in and around the Greater Houston area. ARKK Engineers has also previously been involved in projects which Matula & Matula Construction, Inc. was the Contractor, and the work was completed satisfactorily.

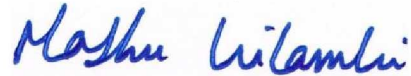
ARKK's staff contacted Matula & Matula Construction, Inc. project manager and was informed that Matula & Matula fully understands the scope of the project and have the qualified personnel and experience to complete the work successfully within the allocated contract time.

Based on the above, Matula & Matula 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 7 and 15 Rehabilitation Project to Matula & Matula Construction, Inc. for a total amount of \$1,121,992.00.**

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

Lift Station 7 and 15 Rehabilitation Project
Bid No. 2024-460

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUAN. | LOW BIDDER | | | |
|---|---|------|-------|------------------------------------|---------------|------------------------|---------------|
| | | | | Matula & Matula Construction, Inc. | | CFG Industries, LLC | |
| (A) GENERAL ITEMS | | | | | | | |
| 1 | Mobilization (Not to Exceed 3% of Total Bid), complete in place, the sum of: | LS | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ 39,800.00 | \$ 39,800.00 |
| 2 | Miscellaneous Allowance, as Approved by the Engineer, Complete in Place, the Sum of: | AL | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| 3 | Materials Testing Allowance, as Directed by the Engineer: | AL | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| 4 | Implementation and maintenance of a stormwater pollution prevention plan for a small construction site, including but not limited to: filter fabric fence and inlet protection barriers, complete in place, the sum of: | LS | 1 | \$ 2,500.00 | \$ 2,500.00 | \$ 4,500.00 | \$ 4,500.00 |
| 5 | Traffic Control and Regulation, Complete in Place, the Sum of: | LS | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ 6,500.00 | \$ 6,500.00 |
| 6 | Hydromulch Seeding of Non-Paved Disturbed Site Areas, complete in place, the Sum of: | LS | 1 | \$ 6,545.00 | \$ 6,545.00 | \$ 3,500.00 | \$ 3,500.00 |
| (A) SUB-TOTAL GENERAL ITEMS: | | | | \$ 41,045.00 | | \$ 74,300.00 | |
| (B) LIFT STATION 7 ITEMS: | | | | | | | |
| 7 | Site Paving (4" Thick Reinforced Concrete Pavement, Reinforcement and Joints, Includes 4" Thick Recycled Crushed Concrete Subgrade, Compacting and Curing), Complete in Place, the Sum of: | SY | 15 | \$ 764.00 | \$ 11,460.00 | \$ 250.00 | \$ 3,750.00 |
| 8 | Demolition and Abandonment of Existing Lift Station No. 7 Structure, Including Removal of Existing Top Slab, Removal of Existing 30" Ash Tree, Cut, Plug and Abandonment of 8" Force Main at Dry Well, and Salvaging of Existing Equipment and Piping, Complete in Place, the Sum of: | LS | 1 | \$ 36,718.00 | \$ 36,718.00 | \$ 38,000.00 | \$ 38,000.00 |
| 9 | Fill Existing Dry Well and Basin with Cement Stabilized Sand, Per Plans and Specifications, Complete in Place, the Sum of: | CY | 50 | \$ 159.90 | \$ 7,995.00 | \$ 150.00 | \$ 7,500.00 |
| 10 | Bypass pumping, including all piping, valves, temporary plugs, connections, electrical, instrumentation, controls, and fencing to provide temporary wastewater bypassing operations, complete in place, the sum of: | LS | 1 | \$ 38,376.00 | \$ 38,376.00 | \$ 45,000.00 | \$ 45,000.00 |
| 11 | Lift Station No. 7 Construction, all Work Shown on Plans and Described in Specifications Including as Follows, but not limited to: 4" Bollard, Lift Station Top Slab, Discharge Piping, Installation of pumps, Including all Piping, Fittings, Guide Rails, Lift Chains, Vent, Hatches, Valves, bollards, Electrical Modifications, Lighting and Receptacles; electrical equipment installation including, but not limited to, lift station control panel, terminal boxes, floodlight, service structure, main breaker, manual transfer switch, conduit, wire, and all ancillary devices as shown on construction drawings Necessary to Complete the Work for a Complete and Operating System, Complete in Place, the Sum of: | LS | 1 | \$ 356,689.00 | \$ 356,689.00 | \$ 430,000.00 | \$ 430,000.00 |
| 12 | Lift Station Wall Liner, 100% Calcium Aluminate, 1" Thickness, (Walls and Interior Roof), includes cleaning and debris removal, Complete in Place, the Sum of: | SF | 450 | \$ 41.50 | \$ 18,675.00 | \$ 90.00 | \$ 40,500.00 |
| 13 | Electric Service Allowance for electric service by the local Electric Service Provider. Exact amount will be reimbursed to Contractor upon submittal of invoice from Electric Service Provider: | AL | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| 14 | Arc Flash Hazard Analysis Allowance and coordination per Section 16015, completed by Baird Gilroy & Dixon, LLC. | AL | 1 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 |
| 15 | Allowance for K2 Services program/SCADA for Lift Station 7, Complete in Place, the Sum of: | AL | 1 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 |
| 16 | 8" PVC C-900 Sanitary Sewer Force Main (Green Color), all Depths, Complete in Place, the Sum of: | LF | 16 | \$ 450.50 | \$ 7,208.00 | \$ 250.00 | \$ 4,000.00 |
| 17 | Trench Safety System for Sanitary Sewer Force Main Construction, for Depths Greater than 5-ft, Complete in Place, the Sum of: | LF | 16 | \$ 156.25 | \$ 2,500.00 | \$ 50.00 | \$ 800.00 |
| 18 | Proposed Backflow Preventer, 3/4" Schedule 40 Piping, 3/4" Water Meter, and Non-Freeze Hose Bib, Complete in Place, the Sum of: | LS | 1 | \$ 11,000.00 | \$ 11,000.00 | \$ 4,500.00 | \$ 4,500.00 |
| 19 | Remove and Replace 6-ft Total Height Wood Fencing, Per Details, Complete in place, the Sum of: | LF | 25 | \$ 138.00 | \$ 3,450.00 | \$ 100.00 | \$ 2,500.00 |
| 20 | Remove and Replace 7-ft total height Chain Link Fencing, Per Details, Complete in place, the Sum of: | LF | 70 | \$ 50.00 | \$ 3,500.00 | \$ 100.00 | \$ 7,000.00 |
| 21 | Remove and Replace 12-ft Clear Opening Double Swing Chain Link Gate, Per Details, Complete in Place, the Sum of: | LS | 1 | \$ 1,750.00 | \$ 1,750.00 | \$ 4,500.00 | \$ 4,500.00 |
| (B) SUB-TOTAL LIFT STATION 7 ITEMS: | | | | \$ 517,321.00 | | \$ 606,050.00 | |
| (C) LIFT STATION 15 ITEMS: | | | | | | | |
| 22 | Site Paving (6" Thick Reinforced Concrete Pavement, Reinforcement and Joints, Includes 6" Thick Recycled Crushed Concrete Subgrade, Compacting and Curing), Complete in Place, the Sum of: | SY | 120 | \$ 132.40 | \$ 15,888.00 | \$ 300.00 | \$ 36,000.00 |
| 23 | Demolition and Abandonment of Existing Lift Station No. 15 Structure, Including Salvaging of Existing Equipment and Piping, Demolition of Existing Wood Shed and Concrete Slab, Removal of Existing Barbed Wire Fencing and Brush, and Cut, Plug and Abandonment of Existing 8" Force Main, Complete in Place, the Sum of: | LS | 1 | \$ 42,189.00 | \$ 42,189.00 | \$ 38,000.00 | \$ 38,000.00 |
| 24 | Bypass pumping, including all piping, valves, temporary plugs, connections, electrical, instrumentation, controls, and fencing to provide temporary wastewater bypassing operations, complete in place, the sum of: | LS | 1 | \$ 38,376.00 | \$ 38,376.00 | \$ 45,000.00 | \$ 45,000.00 |
| 25 | Lift Station No. 15 Construction, all Work Shown on Plans and Described in Specifications Including as Follows, but not limited to: Lift Station Discharge Piping, Lift Station Top Slab, Installation of pumps, Piping, Fittings, Guide Rails, Lift Chains, Vent, Hatches, Valves, Electrical Modifications, Lighting and Receptacles; electrical equipment installation including, but not limited to, lift station control panel, terminal boxes, floodlight, service structure, main breaker, Automatic transfer switch, conduit, wire, and all ancillary devices as shown on construction drawings Necessary to Complete the Work for a Complete and Operating System, Complete in Place, the Sum of: | LS | 1 | \$ 414,000.00 | \$ 414,000.00 | \$ 490,000.00 | \$ 490,000.00 |
| 26 | Lift Station Wall Liner, 100% Calcium Aluminate, 0.5" Thickness, (Walls and Interior Roof), includes cleaning and debris removal, Complete in Place, the Sum of: | S.F. | 188 | \$ 41.50 | \$ 7,802.00 | \$ 120.00 | \$ 22,560.00 |
| 27 | Electric Service Allowance for electric service by the local Electric Service Provider. Exact amount will be reimbursed to Contractor upon submittal of invoice from Electric Service Provider: | AL | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| 28 | Arc Flash Hazard Analysis Allowance and coordination per Section 16015, completed by Baird Gilroy & Dixon, LLC. | AL | 1 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 |
| 29 | Allowance for K2 Services program/SCADA for Lift Station 15, Complete in Place, the Sum of: | AL | 1 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 |
| 30 | 8" PVC C-900 Sanitary Sewer Force Main (Green Color), all Depths, Complete in Place, the Sum of: | LF | 30 | \$ 315.70 | \$ 9,471.00 | \$ 250.00 | \$ 7,500.00 |
| 31 | Trench Safety System for Sanitary Sewer Force Main Construction, for Depths Greater than 5-ft, Complete in Place, the Sum of: | LF | 30 | \$ 116.00 | \$ 3,480.00 | \$ 50.00 | \$ 1,500.00 |
| 32 | Remove and Replace 7-ft Total Height Chain Link Fencing, Including Removal of Existing Brush, Per Plans and Details, Complete in place, the Sum of: | LF | 140 | \$ 58.00 | \$ 8,120.00 | \$ 80.00 | \$ 11,200.00 |
| 33 | Remove and Replace 12-ft Clear Opening Double Swing Gate, Per Details, Complete in Place, the Sum of: | LS | 1 | \$ 1,750.00 | \$ 1,750.00 | \$ 4,500.00 | \$ 4,500.00 |
| (C) SUB-TOTAL LIFT STATION 15 ITEMS: | | | | \$ 559,076.00 | | \$ 674,260.00 | |
| (D) SUPPLEMENTAL ITEMS: | | | | | | | |
| 34 | Extra cement stabilized sand, complete in place, the sum of: | CY | 50 | \$ 31.00 | \$ 1,550.00 | \$ 150.00 | \$ 7,500.00 |
| 35 | Extra concrete, all classes, complete in place, the sum of: | CY | 10 | \$ 150.00 | \$ 1,500.00 | \$ 200.00 | \$ 2,000.00 |
| 36 | Brace, Support and Protect Utility Structures as per Utility Company's Requirements, Complete in Place, the Sum of: | EA | 2 | \$ 750.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 3,000.00 |
| (D) SUB-TOTAL SUPPLEMENTAL ITEMS: | | | | \$ 4,550.00 | | \$ 12,500.00 | |
| TOTAL BASE BID ITEMS (GENERAL + LIFT STATION 7 + LIFT STATION 15 ITEMS) | | | | \$ 1,117,442.00 | | \$ 1,354,610.00 | |
| TOTAL (D) SUPPLEMENTAL ITEMS | | | | \$ 4,550.00 | | \$ 12,500.00 | |
| TOTAL AMOUNT BID (GENERAL + LIFT STATION 7 + LIFT STATION 15 + SUPPLEMENTAL ITEMS) | | | | \$ 1,121,992.00 | | \$ 1,367,110.00 | |

MATHEMATICAL ERROR CORRECTED BY ENGINEER

Lift Station 7 and 15 Rehabilitation Project
Bid No. 2024-460

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUAN. | Sustanite Support Services, LLC | | R&B Group, Inc. | |
|---|---|------|-------|---------------------------------|------------------------|-----------------|------------------------|
| (A) GENERAL ITEMS | | | | | | | |
| 1 | Mobilization (Not to Exceed 3% of Total Bid), complete in place, the sum of: | LS | 1 | \$ 41,550.00 | \$ 41,550.00 | \$ 30,000.00 | \$ 30,000.00 |
| 2 | Miscellaneous Allowance, as Approved by the Engineer, Complete in Place, the Sum of: | AL | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| 3 | Materials Testing Allowance, as Directed by the Engineer: | AL | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| 4 | Implementation and maintenance of a stormwater pollution prevention plan for a small construction site, including but not limited to: filter fabric fence and inlet protection barriers, complete in place, the sum of: | LS | 1 | \$ 1,000.00 | \$ 1,000.00 | \$ 20,000.00 | \$ 20,000.00 |
| 5 | Traffic Control and Regulation, Complete in Place, the Sum of: | LS | 1 | \$ 4,000.00 | \$ 4,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| 6 | Hydromulch Seeding of Non-Paved Disturbed Site Areas, complete in place, the Sum of: | LS | 1 | \$ 1,000.00 | \$ 1,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| (A) SUB-TOTAL GENERAL ITEMS: | | | | | \$ 67,550.00 | | \$ 86,000.00 |
| (B) LIFT STATION 7 ITEMS: | | | | | | | |
| 7 | Site Paving (4" Thick Reinforced Concrete Pavement, Reinforcement and Joints, Includes 4" Thick Recycled Crushed Concrete Subgrade, Compacting and Curing), Complete in Place, the Sum of: | SY | 15 | \$ 200.00 | \$ 3,000.00 | \$ 200.00 | \$ 3,000.00 |
| 8 | Demolition and Abandonment of Existing Lift Station No. 7 Structure, Including Removal of Existing Top Slab, Removal of Existing 30" Ash Tree, Cut, Plug and Abandonment of 8" Force Main at Dry Well, and Salvaging of Existing Equipment and Piping, Complete in Place, the Sum of: | LS | 1 | \$ 40,000.00 | \$ 40,000.00 | \$ 60,000.00 | \$ 60,000.00 |
| 9 | Fill Existing Dry Well and Basin with Cement Stabilized Sand, Per Plans and Specifications, Complete in Place, the Sum of: | CY | 50 | \$ 100.00 | \$ 5,000.00 | \$ 10.00 | \$ 500.00 |
| 10 | Bypass pumping, including all piping, valves, temporary plugs, connections, electrical, instrumentation, controls, and fencing to provide temporary wastewater bypassing operations, complete in place, the sum of: | LS | 1 | \$ 40,000.00 | \$ 40,000.00 | \$ 100,000.00 | \$ 100,000.00 |
| 11 | Lift Station No. 7 Construction, all Work Shown on Plans and Described in Specifications Including as Follows, but not limited to: 4" Bollard, Lift Station Top Slab, Discharge Piping, Installation of pumps, Including all Piping, Fittings, Guide Rails, Lift Chains, Vent, Hatches, Valves, bollards, Electrical Modifications, Lighting and Receptacles; electrical equipment installation including, but not limited to, lift station control panel, terminal boxes, floodlight, service structure, main breaker, manual transfer switch, conduit, wire, and all ancillary devices as shown on construction drawings Necessary to Complete the Work for a Complete and Operating System, Complete in Place, the Sum of: | LS | 1 | \$ 518,068.00 | \$ 518,068.00 | \$ 520,000.00 | \$ 520,000.00 |
| 12 | Lift Station Wall Liner, 100% Calcium Aluminate, 1" Thickness, (Walls and Interior Roof), includes cleaning and debris removal, Complete in Place, the Sum of: | SF | 450 | \$ 34.00 | \$ 15,300.00 | \$ 34.00 | \$ 15,300.00 |
| 13 | Electric Service Allowance for electric service by the local Electric Service Provider. Exact amount will be reimbursed to Contractor upon submittal of invoice from Electric Service Provider: | AL | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| 14 | Arc Flash Hazard Analysis Allowance and coordination per Section 16015, completed by Baird Gilroy & Dixon, LLC. | AL | 1 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 |
| 15 | Allowance for K2 Services program/SCADA for Lift Station 7, Complete in Place, the Sum of: | AL | 1 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 |
| 16 | 8" PVC C-900 Sanitary Sewer Force Main (Green Color), all Depths, Complete in Place, the Sum of: | LF | 16 | \$ 300.00 | \$ 4,800.00 | \$ 500.00 | \$ 8,000.00 |
| 17 | Trench Safety System for Sanitary Sewer Force Main Construction, for Depths Greater than 5-ft, Complete in Place, the Sum of: | LF | 16 | \$ 50.00 | \$ 800.00 | \$ 1.00 | \$ 16.00 |
| 18 | Proposed Backflow Preventer, 3/4" Schedule 40 Piping, 3/4" Water Meter, and Non-Freeze Hose Bib, Complete in Place, the Sum of: | LS | 1 | \$ 5,000.00 | \$ 5,000.00 | \$ 2,500.00 | \$ 2,500.00 |
| 19 | Remove and Replace 6-ft Total Height Wood Fencing, Per Details, Complete in place, the Sum of: | LF | 25 | \$ 200.00 | \$ 5,000.00 | \$ 100.00 | \$ 2,500.00 |
| 20 | Remove and Replace 7-ft total height Chain Link Fencing, Per Details, Complete in place, the Sum of: | LF | 70 | \$ 57.00 | \$ 3,990.00 | \$ 50.00 | \$ 3,500.00 |
| 21 | Remove and Replace 12-ft Clear Opening Double Swing Chain Link Gate, Per Details, Complete in Place, the Sum of: | LS | 1 | \$ 3,000.00 | \$ 3,000.00 | \$ 1,000.00 | \$ 1,000.00 |
| (B) SUB-TOTAL LIFT STATION 7 ITEMS: | | | | | \$ 661,958.00 | | \$ 734,316.00 |
| (C) LIFT STATION 15 ITEMS: | | | | | | | |
| 22 | Site Paving (6" Thick Reinforced Concrete Pavement, Reinforcement and Joints, Includes 6" Thick Recycled Crushed Concrete Subgrade, Compacting and Curing), Complete in Place, the Sum of: | SY | 120 | \$ 300.00 | \$ 36,000.00 | \$ 150.00 | \$ 18,000.00 |
| 23 | Demolition and Abandonment of Existing Lift Station No. 15 Structure, Including Salvaging of Existing Equipment and Piping, Demolition of Existing Wood Shed and Concrete Slab, Removal of Existing Barbed Wire Fencing and Brush, and Cut, Plug and Abandonment of Existing 8" Force Main, Complete in Place, the Sum of: | LS | 1 | \$ 40,000.00 | \$ 40,000.00 | \$ 60,000.00 | \$ 60,000.00 |
| 24 | Bypass pumping, including all piping, valves, temporary plugs, connections, electrical, instrumentation, controls, and fencing to provide temporary wastewater bypassing operations, complete in place, the sum of: | LS | 1 | \$ 45,000.00 | \$ 45,000.00 | \$ 100,000.00 | \$ 100,000.00 |
| 25 | Lift Station No. 15 Construction, all Work Shown on Plans and Described in Specifications Including as Follows, but not limited to: Lift Station Discharge Piping, Lift Station Top Slab, Installation of pumps, Piping, Fittings, Guide Rails, Lift Chains, Vent, Hatches, Valves, Electrical Modifications, Lighting and Receptacles; electrical equipment installation including, but not limited to, lift station control panel, terminal boxes, floodlight, service structure, main breaker, Automatic transfer switch, conduit, wire, and all ancillary devices as shown on construction drawings Necessary to Complete the Work for a Complete and Operating System, Complete in Place, the Sum of: | LS | 1 | \$ 480,000.00 | \$ 480,000.00 | \$ 580,000.00 | \$ 580,000.00 |
| 26 | Lift Station Wall Liner, 100% Calcium Aluminate, 0.5" Thickness, (Walls and Interior Roof), includes cleaning and debris removal, Complete in Place, the Sum of: | S.F. | 188 | \$ 34.00 | \$ 6,392.00 | \$ 34.00 | \$ 6,392.00 |
| 27 | Electric Service Allowance for electric service by the local Electric Service Provider. Exact amount will be reimbursed to Contractor upon submittal of invoice from Electric Service Provider: | AL | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| 28 | Arc Flash Hazard Analysis Allowance and coordination per Section 16015, completed by Baird Gilroy & Dixon, LLC. | AL | 1 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 |
| 29 | Allowance for K2 Services program/SCADA for Lift Station 15, Complete in Place, the Sum of: | AL | 1 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 |
| 30 | 8" PVC C-900 Sanitary Sewer Force Main (Green Color), all Depths, Complete in Place, the Sum of: | LF | 30 | \$ 300.00 | \$ 9,000.00 | \$ 500.00 | \$ 15,000.00 |
| 31 | Trench Safety System for Sanitary Sewer Force Main Construction, for Depths Greater than 5-ft, Complete in Place, the Sum of: | LF | 30 | \$ 50.00 | \$ 1,500.00 | \$ 1.00 | \$ 30.00 |
| 32 | Remove and Replace 7-ft Total Height Chain Link Fencing, Including Removal of Existing Brush, Per Plans and Details, Complete in place, the Sum of: | LF | 140 | \$ 65.00 | \$ 9,100.00 | \$ 50.00 | \$ 7,000.00 |
| 33 | Remove and Replace 12-ft Clear Opening Double Swing Gate, Per Details, Complete in Place, the Sum of: | LS | 1 | \$ 3,000.00 | \$ 3,000.00 | \$ 1,000.00 | \$ 1,000.00 |
| (C) SUB-TOTAL LIFT STATION 15 ITEMS: | | | | | \$ 647,992.00 | | \$ 805,422.00 |
| (D) SUPPLEMENTAL ITEMS: | | | | | | | |
| 34 | Extra cement stabilized sand, complete in place, the sum of: | CY | 50 | \$ 40.00 | \$ 2,000.00 | \$ 20.00 | \$ 1,000.00 |
| 35 | Extra concrete, all classes, complete in place, the sum of: | CY | 10 | \$ 350.00 | \$ 3,500.00 | \$ 100.00 | \$ 1,000.00 |
| 36 | Brace, Support and Protect Utility Structures as per Utility Company's Requirements, Complete in Place, the Sum of: | EA | 2 | \$ 1,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 4,000.00 |
| (D) SUB-TOTAL SUPPLEMENTAL ITEMS: | | | | | \$ 7,500.00 | | \$ 6,000.00 |
| TOTAL BASE BID ITEMS (GENERAL + LIFT STATION 7 + LIFT STATION 15 ITEMS) | | | | | \$ 1,377,500.00 | | \$ 1,625,738.00 |
| TOTAL (D) SUPPLEMENTAL ITEMS | | | | | \$ 7,500.00 | | \$ 6,000.00 |
| TOTAL AMOUNT BID (GENERAL + LIFT STATION 7 + LIFT STATION 15 + SUPPLEMENTAL ITEMS) | | | | | \$ 1,385,000.00 | | \$ 1,631,738.00 |

MATHEMATICAL ERROR CORRECTED BY ENGINEER

RESOLUTION NO. 2024-117

A RESOLUTION AWARDDING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR BID NO. 2024-460 LIFT STATIONS 7 AND 15 REHABILITATION PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on August 15, 2024, and August 22, 2024, a notice to bidders was advertised in the local paper, and bid packets were made available to local businesses through CivCastUSA and ARKK Engineers, LLC.; and

WHEREAS, on September 13th, 2024, at 11:00 a.m., bids were opened and read aloud. The lowest responsible bidder meeting all the requirements was Matula & Matula Construction, Inc., of Lake Jackson, Texas, for the total amount of \$1,121,992.00; and

WHEREAS, funds are made available via account number 501706-55685 in the City of Texas City 2023-2024 annual budget.

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

SECTION 1: That the City Commission hereby accepts the proposal by Matula & Matula Construction, Inc., for the Texas City's Bid No. 2024-460 Lift Stations 7 and 15 Rehabilitation Project.

SECTION 2: That the Mayor is hereby authorized to execute the Agreement for Services with Matula & Matula Construction, Inc., in the form attached hereto as **Exhibit "A,"** and made a part hereof for all intents and purposes, and that the Mayor be authorized to execute change orders, not to exceed 25% of the total amount of the initial agreement, without going before the Commission.

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

PASSED AND ADOPTED this 2nd day of October 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (h)

Meeting Date: 10/02/2024

Galveston County FY 24/25 Mutual Aid Agreement

Submitted For: David Zacherl, Fire Department

Submitted By: David Zacherl, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Consider and take action authorizing the Mayor to execute a one-year agreement between the County of Galveston and the City of Texas City for the provision of mutual aid to the unincorporated areas of Galveston County.

BACKGROUND (Brief Summary)

Texas City Fire to provide mutual aid to unincorporated areas of Galveston County for \$22,500.00 from the Commissioners Court. This would be a request for the continuation of the annual agreement and will replace the 2023/24 Mutual Aid Agreement between the parties.

RECOMMENDATION

The Fire Chief recommends the continuation of the existing mutual aid agreement for another year with the County of Galveston to provide mutual aid to the unincorporated areas of Galveston County.

Fiscal Impact

Funds Available Y/N: No

Amount Requested:

Source of Funds:

Account #:

Fiscal Impact:

There is no negative fiscal impact of this agreement. The City is to receive \$22,500.00 from Galveston County upon execution of the agreement by both parties.

Attachments

Resolution

Exhibit A

RESOLUTION 24-

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

WHEREAS, the City of Texas City, Texas, wishes to formalize a FY24/25 Mutual Aid Agreement between the County of Galveston and the City of Texas City, for mutual aid; and

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

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

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

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

SECTION 1: That the City Commission of the City of Texas City, Texas hereby approves the FY24/25 Mutual Aid Agreement between the County of Galveston and the City of Texas City, and the Mayor is authorized to execute the FY24/25 Mutual Aid Agreement, in the same or similar format attached hereto as Exhibit “A” and made a part hereof.

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

PASSED AND ADOPTED this 2nd day of October 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari Leigh
City Secretary

Kyle L. Dickson
City Attorney

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

CONTRACT

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

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

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

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

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

1. To assist the various communities located in the unincorporated areas surrounding the City's city limits, the County agrees to pay the City to be on call and make fire protection runs into the unincorporated areas of Galveston County the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 (\$22,500.00). Payment of this sum shall be made following the acceptance and execution of this Contract by both parties.
2. City agrees to make reasonable efforts to respond to requests for fire protection services in the unincorporated areas of the County surrounding the City's city limits, regardless of the source of the request.
3. City agrees to keep a record of any runs made in response to an area in the

unincorporated portions of the County, and to submit, not later than July 21, of each subsequent renewal year a report to the County Commissioners' Court advising the Court of the runs made to unincorporated areas of the County during the period of July 15, of the prior year to July 14, of the subsequent renewal year. For each run, the City will report the date and time of the run, the distance travelled, the number of personnel who responded, and all expenses incurred by the City as determined by the most recent City financial audit in making the reported runs. The County and City acknowledge that the City's run expenses will not impact the amount payable under this Contract.

4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the City and its members in the performance of their services. The City shall totally decide and be responsible for the manner, means and methods by which they operate.
5. It is further agreed and understood between the parties that in accordance with §352.004 of the Local Government Code, V.T.C.A., the acts of any person who, in the act of carrying out the County's authority to provide fire protection under this agreement, furnishes fire protection to a county resident who lives outside the municipalities in the County, including the act of person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.
6. It is further agreed that the City is not liable for the acts of its employee in fighting fires outside the City under this Contract. However, it is acknowledged that the City will continue any responsibilities it may have to provide workers' compensation, to any employees who provide firefighting services under this Contract.
7. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.
8. To the extent permitted by the Constitution and laws of the State of Texas, City agrees to indemnify and save harmless the County of Galveston, its agents, Commissioners, Boards, Officers and employees from any and all suits, actions, or claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained by any person or persons arising out

of or occasioned by the acts of the Fire Department, its members, deputies, agents or employees.

9. During the term of this Contract, the City agrees to:
 - a) Maintain membership in the Galveston County Firefighters Association,
 - b) Comply with the Texas Commission on Fire Protection (TCFP) and any other applicable Federal and State regulatory agency, and submit an annual letter stating such compliance to the Galveston County Fire Fighters Association.
10. Equal Employment Opportunity - The City agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.
11. Drug-Free Workplace - the City shall comply with the applicable provisions of the Drug- Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.
12. Americans With Disabilities Act - the City shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.
13. Nondiscrimination-the City acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

Title VI of the Civil Rights Act of 1964
Title IX of the Education Amendments of 1972
The Rehabilitation Act of 1973, Section 503
The Rehabilitation Act of 1973, Section 504
The Age Discrimination Act of 1975
The Drug Abuse Office and Treatment Act of 1972
The Drug-Free Workplace Act of 1988

14. This Contract shall begin effective upon the execution of this document by both parties. The term of this contract expires on September 30, 2028, and provides for a term of one (1) year, with automatic renewal annually, for three (3) consecutive one (1) year terms, unless sooner terminated in accordance with terms herein.
15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The City disclaims any reliance on representations by the County that are not expressly set out in this Contract.
16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.
17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.
18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.
19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.
20. This Agreement is being executed by both parties.

GALVESTON COUNTY, TEXAS

CITY OF TEXAS CITY, TEXAS

By: _____
Mark Henry
County Judge

By: _____
Dedrick Johnson, Sr.
Mayor

Date: _____

Date: _____

Attest:

Attest:

By: _____
Dwight D. Sullivan
County Clerk

By: _____
Rhomari Leigh
City Secretary

CITY COMMISSION REGULAR MTG

(6) (i)

Meeting Date: 10/02/2024

Consider and take action regarding a Development Agreement with Shoppes at Lago Mar SWC, LLC

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

To approve a development agreement with Shoppes at Lago Mar SWC, LLC which sets up a process to allow the recording of a final plat for the Lago Mar Commercial Replat No. 3 and deferral of the construction of the extension of Crystal View Blvd and certain public infrastructure for up to three years.

BACKGROUND (Brief Summary)

The Lago Mar Crystal Lagoon District contains several unrestricted commercial reserves adjacent to the I45 south bound frontage road which have not yet been platted. Shoppes at Lago Mar SWC, LLC, an affiliate of First Hartford, has been established to develop several sections of the commercial reserves. First Hartford advises a sale has been negotiated with a branded grocery store which requires the recording of a final plat for the 14.30 acre Lago Mar Commercial Replat No. 3 as a condition for closing of the sale. The sale has a closing date which is imminent. For the Lago Mar Commercial Replat No. 3 to obtain a building permit, certain public infrastructure must be constructed, including an extension of the Crystal View Blvd and certain public infrastructure including the extension of water, sewer and storm drainage facilities. The Texas City Code of Ordinances requires all of the public infrastructure improvements necessary to build upon a lot to be constructed, inspected, tested and accepted before a final plat can be recorded. Staff advises it is not possible to construct the extension of Crystal View Blvd or the related water, sewer and drainage improvements in time to allow the recording of the final plat before the closing date. To induce Texas City to record the final plat before the extension of Crystal View Blvd and all related public infrastructure are constructed, inspected, tested and accepted, Shoppes at Lago Mar SWC, LLC has agreed to the terms of the Development Agreement presented for consideration and action by the City Commission. The terms include among other provisions the posting of a completion bond to guarantee the construction of the necessary improvements within three years from the date of recording of the final plat and the delivery of a two-year warranty and maintenance bond to cover the improvements upon completion. The agreement also provides that under no circumstances is the City of Texas City required to issue a Building Permit or a Certificate of Occupancy until the public improvements required by Texas City ordinances are constructed, inspected, tested and accepted. If approved, the Development Agreement will apply only to the plat which is identified in the Development Agreement and described in the exhibits attached to it. The Development Agreement does not change the requirements of the Texas Code of Ordinances as to any other property.

RECOMMENDATION

The construction of a name branded grocery store at the location of the Lago Mar Commercial Replat No. 3 will benefit Texas City and its residents and support the further development of the other commercial areas in the Lago Mar planned unit development. The terms of the Development Agreement provide for the construction of the necessary public improvements and protect Texas City from any requirement to issue building permits or a certificate of occupancy unless and until the necessary public improvements are constructed, inspected, tested and accepted in accordance with applicable Texas City ordinances.

Staff recommend approval of the Development Agreement.

Fiscal Impact

Attachments

Resolution

Shoppes at Lago Mar SWC LLC - Development Agreement

Shoppes at Lago Mar SWC LLC - Memorandum of Agreement

RESOLUTION NO. 2024-119

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH SHOPPES AT LAGO MAR SWC, LLC.; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Lago Mar Crystal Lagoon District contains several unrestricted commercial reserves adjacent to the I45 south bound frontage road which have not yet been platted. Shoppes at Lago Mar SWC, LLC, an affiliate of First Hartford; and

WHEREAS, Shoppes at Lago Mar SWC, LLC has agreed to the terms of the Development Agreement presented for consideration and action by the City Commission. The terms include, among other provisions, the posting of a completion bond to guarantee the construction of the necessary improvements within three years from the date of recording of the final plat and the delivery of a two-year warranty and maintenance bond to cover the improvements upon completion.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, authorizes the Mayor to negotiate and execute a Development Agreement with Lago Mar Crystal Lagoon District in substantially the same form as **Exhibit “A”** attached hereto and made a part hereof for all purposes.

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

PASSED AND ADOPTED this 2nd day of October 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of _____, 2024 (the “Effective Date”) by and between the **CITY OF TEXAS CITY, TEXAS**, a home rule municipality located in Galveston County, Texas (the “City”), and **SHOPPES AT LAGO MAR SWC, LLC**, a Texas limited liability company (the “Developer”).

RECITALS

The Developer has entered into an earnest money contract for the acquisition of approximately 14.30-acres within the corporate limits of the City, as further described in **Exhibit A** hereto (the “Property”), which Property is expected to be further transferred to a third-party end user (the “End User”) for the construction and operation of a full-sized, branded grocery store (the “Project”).

The construction of the Project is a material inducement to the City in entering into this Development Agreement.

The Developer intends to design and install that segment of Crystal View Drive, together with a water line, a sanitary sewer line, and a storm water drainage line located within the road right-of-way, from Lago Mar Boulevard to the IH-45 frontage road, as illustrated on **Exhibit B** attached hereto (the “Road Improvements”).

The Developer also intends to dedicate an easement for and to design and install that segment of storm sewer pipeline extending from Crystal View Drive to the existing storm sewer line located at Seacrest Lane, as illustrated on **Exhibit B** attached hereto (the “Storm Sewer” and together with the Road Improvements, the “Public Improvements”).

The Developer seeks to enter into this agreement to provide the terms and conditions that would govern the recording of a subdivision plat for the Property prior to the completion of the Public Improvements.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT FOR DEVELOPMENT AND USE OF THE PROPERTY AND CONSTRUCTION OF THE IMPROVEMENTS

Recital Incorporated. The representations, covenants and recitations set forth in the Recitals are material to this Agreement and are hereby found and agreed to be true and correct and are incorporated into and made a part of this Agreement as though fully set forth herein.

Construction of Public Improvements: Developer shall construct the Public Improvements at its own expense subject to reimbursement as may apply from existing financing districts. This Development Agreement is not intended to amend or modify an such existing or to be formed agreements.

Conditions for Plat Recordation. Upon approval and recordation of the easement for the Storm Sewer, the Developer may request that the installation of the Public Improvements be deferred until after the recording of a final subdivision plat for the Property. Recordation of the final subdivision plat for the Property and deferral of the obligation to install the Public Improvements is hereby approved and authorized by the City Commission subject to the following terms and conditions:

1. The final plat is subject to review and final approval by the Planning Board and the City Engineer in accordance with applicable ordinances. Upon such approval, the final approved plat will be held in escrow and recorded immediately (i) upon closing of the transfer of the Property to the End User, as provided for in an instruction letter addressed to the closing title company by separate instrument, and (ii) subject to the terms and conditions of this Agreement.
2. The Developer covenants and agrees that the Public Improvements will be installed to substantial completion within three years of the date of the plat recordation in accordance with plans approved by the City Engineer.
3. The Developer agrees to cause the contractor to warranty the Public Improvements for a period of two years following final completion of the Improvements. For purposes of this paragraph, final completion will not be achieved unless and until all governmental entities with jurisdiction have accepted the work. The Developer agrees to cause the contractor for the Public Improvements to provide a maintenance bond in the amount of 100% of the contract price for the Public improvements for such two-year period. The Developer shall require the contractor to include the City as a beneficiary to any maintenance, payment and performance bonds.
4. Prior to recordation of the final plat, the Developer shall provide a completion bond satisfactory to the City in an amount equal to 125% of the estimated cost to complete the Public Improvements at the time of plat recordation, as shown on an estimate of probable construction cost signed, sealed and dated by a licensed professional engineer based on final plans approved for bids. Such completion bond will expire according to its own terms upon acceptance by the City or the relevant governmental entity of the Public Improvements.
5. The City shall not be required under any conditions to issue any building permits and/or certificates of occupancy unless and until the Public Improvements are inspected, tested and accepted in accordance with applicable City ordinances, standards and procedures.

6. Should Developer sell or assign any portion of the Property, other than to the End User, prior to recordation of the final plat, the provisions of this Agreement shall automatically become null and void and shall not be applicable to such purchaser or assignee. The Developer's obligations under this Agreement shall survive transfer of the Property to the End User.
7. Prior to the City's recording of a plat for the Property, and prior to conveyance of the Property to the End User, the Developer shall record a notice in the real property records a (i) giving notice of the Developer's obligations under this Agreement, including but not limited to the covenants listed above as No. 2 – 3 and (ii) giving notice of the land use restrictions contained in the Crystal Lagoon District Lago Mar Plan Unit Development, as amended by Partial Amendment No. 1.

Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed or sent by rapid transmission confirmed by mailing written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party at the following addresses:

If to the City:

Mayor
City of Texas City
P.O. Box 2608
Texas City, Texas 77592-2608

with a copy to:

City Engineer
7800 Emmett F. Lowry Expressway
Texas City, Texas 77591

If to the Developer:

Shoppes at Lago Mar SWC, LLC
c/o First Hartford, Attn. Jonathan Bellock

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, an authorized officer of the City or the Developer, as the case may be.

No waiver of City standards. Except as provided in this Agreement, the City does not waive or grant any exemption to the Property or the Developer with respect to City regulations or ordinances, including without limitation platting, permitting or similar provisions.

Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Interpretation. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

[Execution pages follow.]

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

CITY OF TEXAS CITY

By: _____
Mayor

ATTEST:

City Secretary

(SEAL)

APPROVED AS TO FORM

City Attorney

SHOPPES AT LAGO MAR SWC,LLC

By: _____

Name:

Title:

SURVEYOR'S NOTES:

- Benchmark #1 is a mag nail with a washer stamped "JPH BENCHMARK" found in concrete approximately 65' northeast from the west corner of subject site. Benchmark Elevation = 23.47' (NAVD88). See Vicinity map for general location.
- Benchmark #2 is a mag nail with a washer stamped "JPH BENCHMARK" found in concrete approximately 244' northwest from the south corner of subject site. Benchmark Elevation = 24.29' (NAVD88). See Vicinity map for general location.
- Benchmark #3 is a mag nail with a washer stamped "JPH BENCHMARK" found in concrete approximately 138' southeast from the south corner of subject site. Benchmark Elevation = 23.73' (NAVD88). See Vicinity map for general location.
- Selling a portion of any lot within this addition by metes and bounds is a violation of state law and city ordinance and is subject to fines and withholding of utilities and building permits.
- Unobstructed aerial easements (AE) shall extend horizontally an additional five (5) feet and will begin at a plane twenty (20) feet above the ground and extend upward, located adjacent to and adjoining said utility easement.
- This Plat is located in Zone G-2.
- This Plat was prepared on June 19, 2024.

| Line Data Table | | |
|-----------------|-------------|----------|
| Line # | Bearing | Distance |
| L1 | S42°40'24"E | 43.33' |
| L2 | N90°00'00"E | 56.82' |
| L3 | N47°19'44"E | 56.04' |

Approval of this Preliminary Plat by the Planning Board and City Commission shall be deemed an expression of approval of the layout submitted on the preliminary plat as a guide to the final engineering of streets, water, sewer and other required improvements and utilities and to the preparation of the final plat. Approval of this preliminary plat shall not constitute automatic approval of the final plat, nor be considered authorization to begin construction or sell lots. Approval of the preliminary plat shall not constitute a guarantee or warranty, either implied or otherwise that all other applicable codes and ordinances of the City of Texas City have been complied with. It shall be the responsibility of the subdivider to ensure that all applicable requirements of the City of Texas City relative to the subdividing and development of property have been met.

On the _____ day of _____, 20____, this preliminary plat was duly approved by the Planning Board of the City of Texas City.

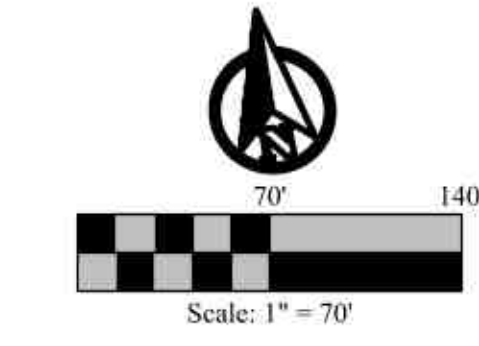
Secretary of the City of Texas City Planning Board

Chairperson of the City of Texas City Planning Board

FLOOD ZONE CLASSIFICATION
This property lies within ZONE(S) X (UNSHADED) of the Flood Insurance Rate Map for Galveston County, Texas and Incorporated Areas, map no. 48167C0245G, dated 2019/08/15, via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>.

MONUMENTS / DATUMS / BEARING BASIS
Monuments are found if not marked MNS or CRS.
CRS ○ 1/2" rebar stamped "LANGAN" set
JPH ○ 1/2" rebar stamped "JPH Land Surveying" found
TBM ○ Site benchmark (see vicinity map for general location)
○ "x" cut in concrete
○ Vertex or common point (not a monument)
Coordinate values, if shown, are US S/F/TXCS/83/SCZ.
Elevations, if shown, are NAVD88 (Geoid 18)
Bearings are based on the TXCS/83/SCZ
Distances & areas shown are represented in surface values
TYPE I ○ TxDOT Right of Way tapered concrete monument.
TYPE II ○ TxDOT Right of Way bronze cap in concrete.
TYPE III ○ TxDOT Right of Way aluminum cap.

LEGEND OF ABBREVIATIONS
US.Sy.Ft. United States Survey Feet
TxCS/83/SCZ Texas Coordinate System of 1983, South Central Zone
NAVD88 North American Vertical Datum of 1988
M.R.G.C.T. Map Records of Galveston County, Texas
O.P.R.G.C.T. Official Public Records of Galveston County, Texas
D.R.G.C.T. Deed Records of Galveston County, Texas
VOL/PAGE/INST# Volume/Page/Instrument Number
POB/POC Point of Beginning/Point of Commencing
ESMT/BL Easement/Building Line
PVC/RCP Polyvinyl Chloride Pipe/Reinforced Concrete Pipe



SURVEYOR:
Langan Engineering and Environmental Services, LLC
Contact: Jewel Chadd
17220 Katy Fwy., Ste. 125
Houston, Texas 77094
jchadd@langan.com
(817) 917-3054

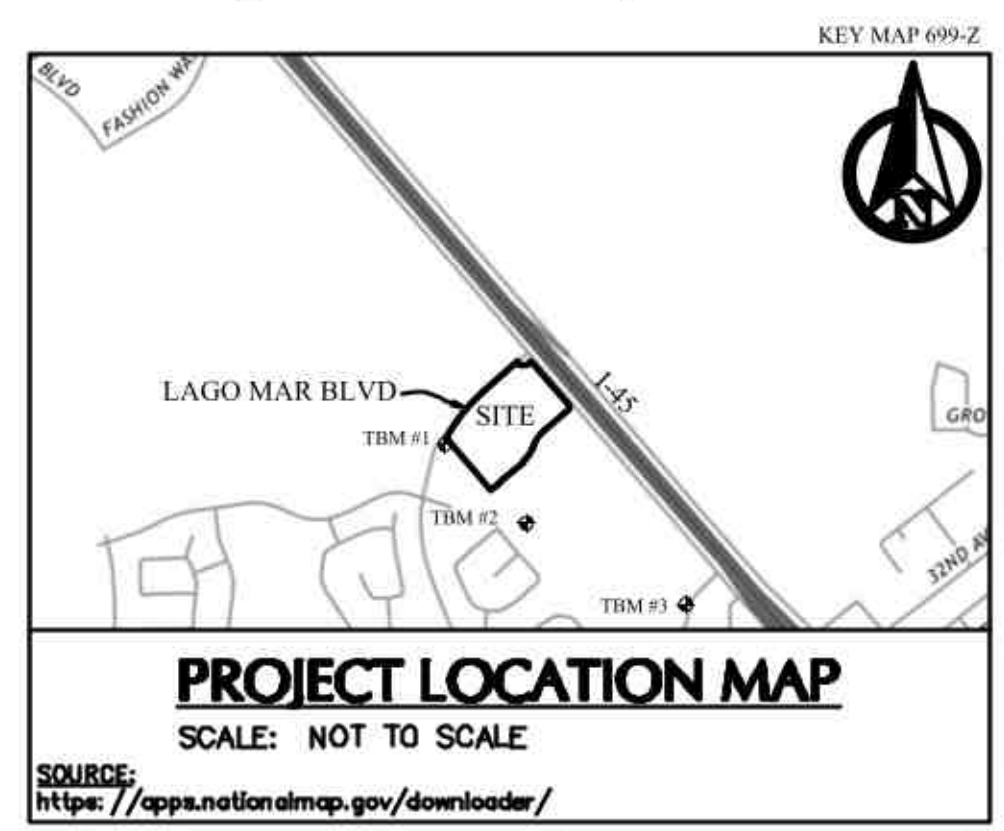
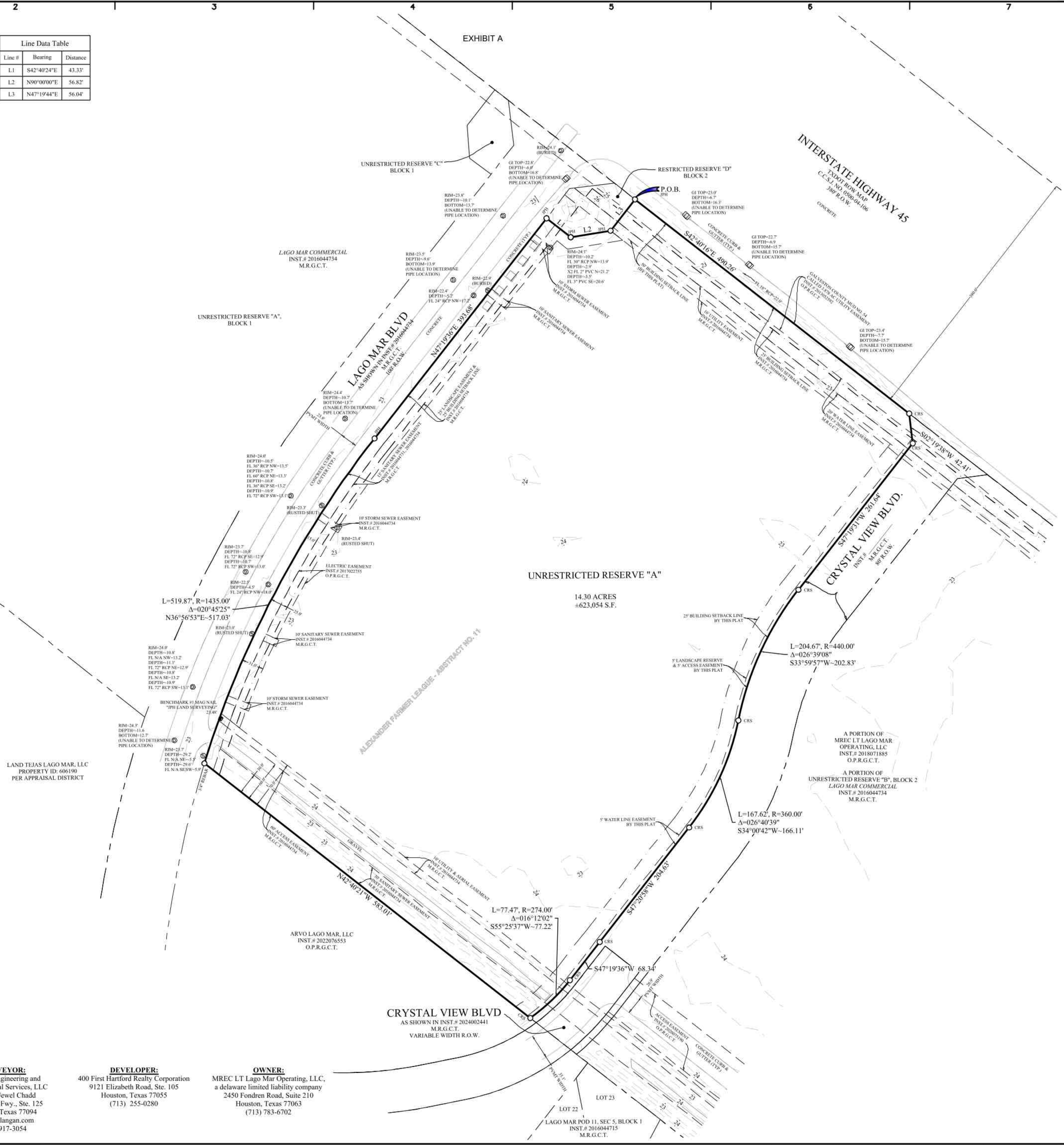
DEVELOPER:
400 First Hartford Realty Corporation
9121 Elizabeth Road, Ste. 105
Houston, Texas 77055
(713) 255-0280

OWNER:
MREC LT Lago Mar Operating, LLC,
a delaware limited liability company
2450 Fondren Road, Suite 210
Houston, Texas 77063
(713) 783-6702

LAND TEJAS LAGO MAR, LLC
PROPERTY ID: 606190
PER APPRAISAL DISTRICT

ARVO LAGO MAR, LLC
INST # 2022076553
O.P.R.G.C.T.

A PORTION OF MREC LT LAGO MAR OPERATING, LLC
INST # 2018071885
O.P.R.G.C.T.
A PORTION OF UNRESTRICTED RESERVE "B", BLOCK 2 LAGO MAR COMMERCIAL
INST # 2016044734
M.R.G.C.T.



- LEGEND OF SYMBOLS**
- air conditioner
 - borehole
 - cable tv
 - electric meter
 - fence or handrail
 - fire dept. connection
 - fire hydrant
 - fire lane
 - guard rail
 - groesse trap
 - bollard
 - grate inlet
 - gas meter
 - gas line
 - utility pole anchor
 - irrigation valve
 - landscape or tree line
 - landscape electric box
 - landscape light
 - light pole
 - mailbox
 - monitoring well
 - overhead utility lines
 - pool equipment
 - road sign
 - roof drain
 - silt fence
 - spot elevation
 - sanitary sewer manhole
 - sanitary sewer pipe
 - storm water manhole
 - storm water pipe
 - telephone manhole
 - tank fill lid
 - telephone riser
 - traffic signal pole
 - unknown manhole
 - utility clean out
 - utility cabinet
 - utility vault
 - utility pole
 - utility pole with riser
 - utility sign
 - water shutoff
 - water valve
 - water manhole
 - water meter
 - well
 - water line
 - one-foot contour lines
 - tree trunk (with canopy)
 - caliper inches at breast height
 - ornamental tree
 - multiple trunks
 - Google 360 Hyperlink

LANGAN
Langan Engineering and Environmental Services, LLC
17220 Katy Freeway, Suite 125
Houston, TX 77094
TBPELS Firm #10194888
T: 281.675.7900 F: 281.675.7901 www.langan.com

Project **FINAL PLAT**
LAGO MAR COMMERCIAL REPLAT NO. 3
14.30 ACRES
A PORTION OF UNRESTRICTED RESERVE "B", BLOCK 2, LAGO MAR COMMERCIAL, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER INSTRUMENT NUMBER 2016044734, MAP RECORDS OF GALVESTON COUNTY, TEXAS
SITuated IN THE ALEXANDER FARMER LEAGUE, ABSTRACT NO. 11, GALVESTON COUNTY, TEXAS
REASON FOR REPLAT IS TO CREATE 1 UNRESTRICTED RESERVE CITY OF TEXAS CITY

GALVESTON COUNTY TEXAS
Drawing Title
510088901 3511 GULF FWY, LA MARQUE, GALVESTON CO., TX-PRELIM PLAT 1.DWG

| | |
|-------------|--------------|
| Project No. | Drawing No. |
| 510088901 | |
| Date | |
| 2024-09-10 | |
| Drawn By | |
| BET | |
| Checked By | |
| JC | Sheet 1 of 2 |

STATE OF TEXAS §
COUNTY OF GALVESTON §

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That MREC LT LAGO MAR OPERATING, LLC, a Delaware limited liability company action herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as a LAGO MAR COMMERCIAL REPLAT NO. 3, an addition to the City of Texas City, Texas and does hereby dedicate, in fee simple to the public use forever, the streets, alley, and public use areas, shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the public use forever, said dedications being free and clear of all liens and encumbrances except as shown herein. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the public's and City of Texas City's use thereof. The City of Texas City and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easements. The City of Texas City and any public utility shall at all times have the right of ingress and egress to and from and upon any said easement for the purpose of using, constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all of part of its respective system without the necessity at any time of procuring the permission of anyone.

MREC LT LAGO MAR OPERATING, LLC, a Delaware limited liability company does hereby bind itself, its successors and assigns to forever warrant and defend all and singular the above described streets, alleys, easements and rights unto the public against every person whomsoever lawfully claiming or to claim the same or any part thereof. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Texas City.

WITNESS MY HAND THIS _____ DAY OF _____, 20__.

By: MREC LT LAGO MAR OPERATING, LLC

Manager

STATE OF TEXAS §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned notary public, State of Texas, on this day personally appeared _____, manager, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he/she executed the same for the purposes and considerations expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS _____ DAY OF _____, 20__.

Notary Public, State of Texas

Print Name _____
My Commission Expires _____

I, Jewel Chadd, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than half (1/2) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.

Jewel Chadd
Registered Professional
Land Surveyor No. 5754
jchadd@langan.com
Date: TBD

KNOW ALL MEN BY THESE PRESENTS: I, the undersigned, _____, a Professional Engineer Registered in the State of Texas, hereby certify that proper engineering consideration has been given to these plans and all engineering aspects are in compliance with City and State engineering regulations and laws.

Registered Professional Engineer

P.E. Registration No. _____

STATE OF TEXAS §
COUNTY OF GALVESTON §

On the _____ day of _____, 20__ this plat was duly approved by the Planning Board of the City of Texas City.

Secretary of the City of Texas City Planning Board

Chairperson of the City of Texas City Planning Board

It is understood that if the final plans for LAGO MAR COMMERCIAL REPLAT NO. 3 are approved by the City Engineer and Planning Board of the City of Texas City, the undersigned will in all things comply with all provisions of such plat and construction plans and will duly perform all construction called for therein, fully and completely. No changes shall be made in construction plans without the consent in writing of the City Engineer being first had and obtained.

MREC LT LAGO MAR OPERATING, LLC, a Delaware limited liability company

By: _____

Witness: _____

Witness: _____

On the _____ of _____, 20__.

This is to certify that all improvements to LAGO MAR COMMERCIAL REPLAT NO. 3 Subdivision have been completed and accepted by the City of Texas City, Texas, and this subdivision plat is ready for the City Secretary to file said plat in the County Clerk's office.

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

STATE OF TEXAS §
COUNTY OF GALVESTON §

I, Dwight D. Sullivan, County Clerk of Galveston County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 20__ at _____ o'clock _____M., and duly recorded on _____, 20__ at _____ o'clock _____M., and at Instrument Number _____ of the Official Public Records of Galveston County, Texas.

Witness my hand and seal of office, at Galveston County, Texas the day and date last above written.

Dwight D. Sullivan
County Clerk
Galveston County, Texas

RECORDED DESCRIPTION:

UNRESTRICTED RESERVE "B", BLOCK 2, LAGO MAR COMMERCIAL, AN ADDITION IN THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, AS SHOWN BY THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 2016044734, MAP RECORDS OF GALVESTON COUNTY, TEXAS.

SURVEYED DESCRIPTION:

FIELD NOTES TO THAT CERTAIN TRACT IN THE ALEXANDER FARMER LEAGUE, ABSTRACT NO. 11, GALVESTON COUNTY, TEXAS, BEING A PORTION OF UNRESTRICTED RESERVE "B", BLOCK 2, LAGO MAR COMMERCIAL, AN ADDITION ON THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, AS SHOWN BY THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 2016044734, MAP RECORDS OF GALVESTON COUNTY, TEXAS (M.R.G.C.T.), AS DESCRIBED IN SPECIAL WARRANTY DEED TO MREC LT LAGO MAR OPERATING, LLC, RECORDED IN INSTRUMENT NO. 2018071885, OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS (O.P.R.G.C.T.). THE SUBJECT TRACT, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE):

BEGINNING AT A 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" FOUND AT THE COMMON CORNER OF SAID UNRESTRICTED RESERVE "B" AND RESTRICTED RESERVE "D" OF SAID LAGO MAR COMMERCIAL, SAME BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 45 (A 380-FOOT WIDE RIGHT-OF-WAY AS SHOWN IN THE TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP C.C.S.J. NO. 0500-04-106);

THENCE S 42°40'16" E, ALONG THE NORTHEAST LINE OF SAID UNRESTRICTED RESERVE "B" AND THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 45, A DISTANCE OF 490.26 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET AT THE NORTHWEST CORNER OF CRYSTAL VIEW BLVD., EXTENSION TO I-45, AS RECORDED IN INSTRUMENT NUMBER _____, M.R.G.C.T.;

THENCE ALONG THE WEST LINE OF SAID CRYSTAL VIEW BLVD. EXTENSION TO I-45, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- S 02°19'38" W, A DISTANCE OF 42.41 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET;
- S 47°19'31" W, A DISTANCE OF 261.64 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET AT THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST (CURVE TO THE LEFT);
- ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 440.00 FEET, AN ARC LENGTH OF 204.67 FEET, AND HAVING A CHORD BEARING AND DISTANCE OF S 33°59'57" W-202.83 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET AT THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST (CURVE TO THE RIGHT);

- ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 360.00 FEET, AN ARC LENGTH OF 167.62 FEET, AND HAVING A CHORD BEARING AND DISTANCE OF S 34°00'42" W-166.11 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET;
- S 47°20'58" W, A DISTANCE OF 204.63 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET;
- S 47°19'36" W, A DISTANCE OF 68.34 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET AT THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST (CURVE TO THE RIGHT);

THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 274.00 FEET, AN ARC LENGTH OF 77.47 FEET, AND A CHORD BEARING AND DISTANCE OF S 55°25'37" W-77.22 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET ON THE SOUTHWEST LINE OF SAID UNRESTRICTED RESERVE "B", SAME BEING THE SOUTHWEST CORNER OF SAID CRYSTAL VIEW BLVD., EXTENSION TO I-45;

THENCE N 42°40'21" W, ALONG THE SOUTHWEST LINE OF SAID UNRESTRICTED RESERVE "B", A DISTANCE OF 583.01 FEET TO A FOUND 3/4 INCH REBAR ON THE SOUTHEAST RIGHT-OF-WAY LINE OF LAGO MAR BOULEVARD (100-FOOT WIDE RIGHT-OF-WAY), SAME BEING AT THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST (CURVE TO THE RIGHT);

THENCE ALONG THE ARC OF SAID CURVE AND THE COMMON LINE OF SAID UNRESTRICTED RESERVE "B" AND SAID LAGO MAR BOULEVARD, HAVING A RADIUS OF 1,435.00 FEET, AN ARC LENGTH OF 519.87 FEET, AND A CHORD BEARING AND DISTANCE OF N 36°56'53" E-517.03 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" FOUND;

THENCE N 47°19'36" E, CONTINUING ALONG THE COMMON LINE OF SAID UNRESTRICTED RESERVE "B" AND SAID LAGO MAR BOULEVARD, A DISTANCE OF 393.68 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" FOUND AT THE WEST CORNER OF SAID RESTRICTED RESERVE "D";

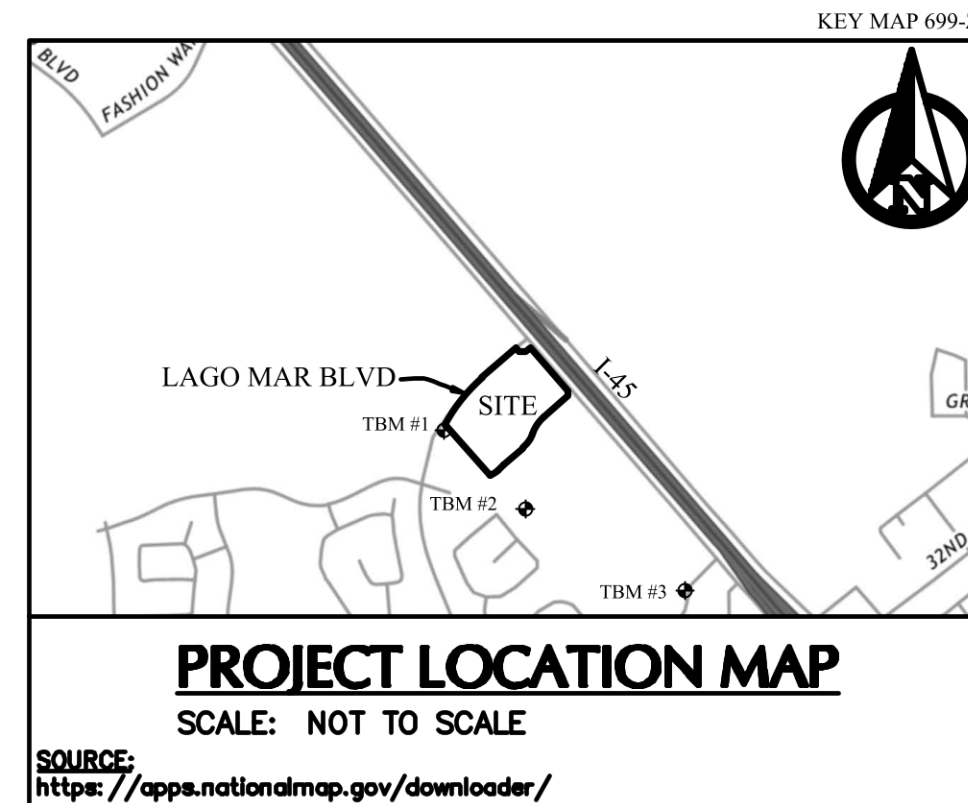
THENCE S 42°40'24" E, ALONG THE COMMON LINE OF SAID UNRESTRICTED RESERVE "B" AND SAID RESTRICTED RESERVE "D", A DISTANCE OF 43.33 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" FOUND;

THENCE S 90°00'00" E, CONTINUING ALONG THE COMMON LINE OF SAID UNRESTRICTED RESERVE "B" AND SAID RESTRICTED RESERVE "D", A DISTANCE OF 56.82 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" FOUND;

THENCE N 47°19'44" E, CONTINUING ALONG THE COMMON LINE OF SAID UNRESTRICTED RESERVE "B" AND SAID RESTRICTED RESERVE "D", A DISTANCE OF 56.04 FEET TO THE POINT OF BEGINNING, ENCLOSING 14.30 ACRES (±623,054 SQUARE FEET).

SURVEYOR'S NOTES:

- Benchmark #1 is a mag nail with a washer stamped "JPH BENCHMARK" found in concrete approximately 65' northeast from the west corner of subject site. Benchmark Elevation = 23.47 (NAVD88). See Vicinity map for general location.
Benchmark #2 is a mag nail with a washer stamped "JPH BENCHMARK" found in concrete approximately 244' northwest from the south corner of subject site. Benchmark Elevation = 24.29 (NAVD88). See Vicinity map for general location.
Benchmark #3 is a mag nail with a washer stamped "JPH BENCHMARK" found in concrete approximately 138' southeast from the south corner of subject site. Benchmark Elevation = 23.73 (NAVD88). See Vicinity map for general location.
- Selling a portion of any lot within this addition by metes and bounds is a violation of state law and city ordinance and is subject to fines and withholding of utilities and building permits.
- Unobstructed aerial easements (AE) shall extend horizontally an additional five (5) feet and will begin at a plane twenty (20) feet above the ground and extend upward, located adjacent to and adjoining said utility easement.
- This Plat is located in Zone G-2.
- This Plat was prepared on June 19, 2024.



LANGAN

Langan Engineering and Environmental Services, LLC
17220 Katy Freeway, Suite 125
Houston, TX 77094
TBPELS Firm #10194888
T: 281.675.7900 F: 281.675.7901 www.langan.com

Project **FINAL PLAT**
LAGO MAR COMMERCIAL REPLAT NO. 3
14.30 ACRES
A PORTION OF UNRESTRICTED RESERVE "B", BLOCK 2, LAGO MAR COMMERCIAL,
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER INSTRUMENT NUMBER 2016044734, MAP RECORDS OF GALVESTON COUNTY, TEXAS
SITUATED IN THE ALEXANDER FARMER LEAGUE, ABSTRACT NO. 11, CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS
REASON FOR REPLAT IS TO CREATE 1 UNRESTRICTED RESERVE CITY OF TEXAS CITY

GALVESTON COUNTY TEXAS

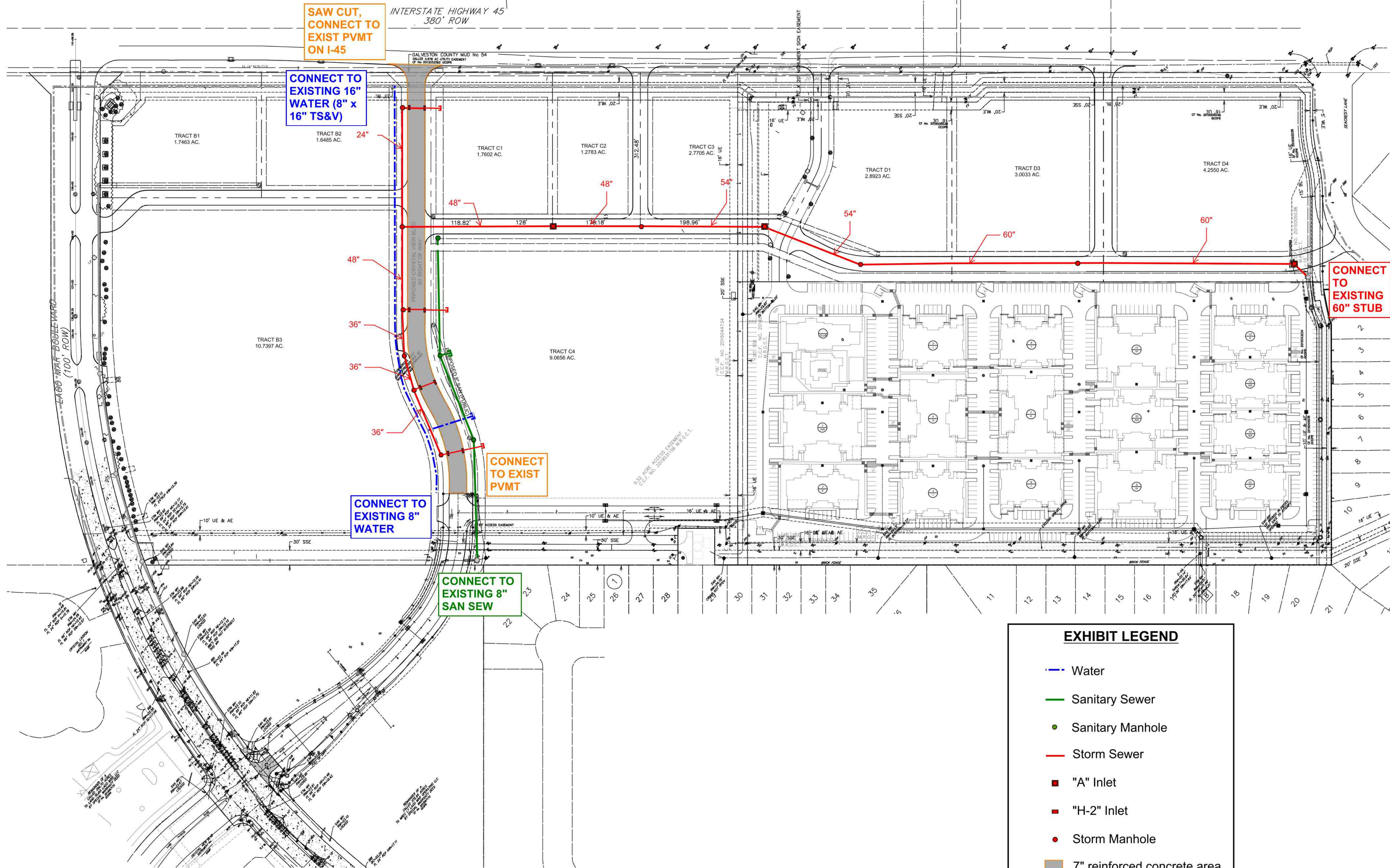
Drawing Title

510088901 3511 GULF FWY, LA MARQUE, GALVESTON CO., TX-PRELIM PLAT 1.DWG

| | |
|---------------------------------|-------------|
| Project No. 510088901 | Drawing No. |
| Date 2024-09-10 | |
| Drawn By BET | |
| Checked By JC | |
| Sheet 2 of 2 | |

EXHIBIT B

CRYSTAL VIEW EXTENSION COST ESTIMATE 9/05/2024



NOTE
Separate analysis may be required for waterline.

1 CONCEPTUAL SITE PLAN
1" = 100'-0" (22 x 34) OR 1" = 200' (11 x 17)

| EXHIBIT LEGEND | |
|---|-----------------------------|
| — | Water |
| — | Sanitary Sewer |
| ● | Sanitary Manhole |
| — | Storm Sewer |
| ■ | "A" Inlet |
| ■ | "H-2" Inlet |
| ● | Storm Manhole |
| | 7" reinforced concrete area |

**DEVELOPMENT SERVICES
INCORPORATED**
 900 Town & Country Lane Suite 220 Houston, Texas 77024 (713) 647-9211

PROPOSED DEVELOPMENT
I-45N & LAGO MAR BLVD
TEXAS CITY, TEXAS

| | | |
|-----|--------|-------|
| NO: | ISSUE: | DATE: |
| | | |

| | |
|---|------------------------|
| DRAWN | SWG |
| CHECKED | SWG |
| DATE | 08/17/23 |
| SHEET TITLE | SW CORNER SITE PLAN |
| <small>ALL DRAWN AND WRITTEN INFORMATION APPEARING HEREIN SHALL NOT BE DUPLICATED, DISCLOSED, OR OTHERWISE USED WITHOUT THE WRITTEN CONSENT OF DEVELOPMENT SERVICES, INC.</small> | |

SHEET
SP-1T

MEMORANDUM OF AGREEMENT

THE STATE OF TEXAS §
§ **KNOW EVERYONE BY THESE PRESENTS:**
COUNTY OF HARRIS §

A Development Agreement (the “Agreement”) was made and entered into as of _____, 2024, by and among the City of Texas City, Texas (“City”) and Shoppes at Lago Mar SWC, LLC, (“Developer”).

The purpose of the Agreement to provide the terms and conditions that would govern the recording of a subdivision plat for 14.30-acres of land within the corporate limits of the City, which property is further described in **Exhibit A** hereto (the “Property”). The Agreement contains obligations of the Developer including but not limited to:

1. Installation of roadway paving, and a water line, a sanitary sewer line, and a storm water drainage line located within the road right-of-way, from Lago Mar Boulevard to the IH-45 frontage road.
2. Provision by the contractor of a maintenance bond in the amount equal to 100% of the contract price for a two-year period for the above-referenced improvements.
3. Provision by the Developer of a completion bond in the amount equal to 125% of the estimated costs of the above-referenced improvements.
4. This Memorandum of Agreement is intended to act only as notice of the existence of the Agreement and its general terms.

A copy of the Agreement, all exhibits and supplements or amendments thereto may be obtained from City of Texas City, 7800 Emmett F. Lowry Expressway, Texas City, Texas 77592 Attn. Kim Golden.

The Property is also subject to certain land use restrictions found in the Crystal Lagoon District Lago Mar Plan Unity Development, as amended by Partial Amendment No. 1.

EXECUTED in multiple counterparts, each of which shall be deemed to be an original, as of the Effective Date.

[EXECUTION PAGES FOLLOW]

CITY OF TEXAS CITY, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____, of the City of Texas City, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

SHOPPES AT LAGO MAR SWC, LLC

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____, of Shoppes at Lago Mar SWC, LLC, a Texas limited liability company.

(NOTARY SEAL)

Notary Public, State of Texas

SURVEYOR'S NOTES:

- Benchmark #1 is a mag nail with a washer stamped "JPH BENCHMARK" found in concrete approximately 65' northeast from the west corner of subject site. Benchmark Elevation = 23.47' (NAVD88). See Vicinity map for general location.
- Benchmark #2 is a mag nail with a washer stamped "JPH BENCHMARK" found in concrete approximately 244' northwest from the south corner of subject site. Benchmark Elevation = 24.29' (NAVD88). See Vicinity map for general location.
- Benchmark #3 is a mag nail with a washer stamped "JPH BENCHMARK" found in concrete approximately 138' southeast from the south corner of subject site. Benchmark Elevation = 23.73' (NAVD88). See Vicinity map for general location.
- Selling a portion of any lot within this addition by metes and bounds is a violation of state law and city ordinance and is subject to fines and withholding of utilities and building permits.
- Unobstructed aerial easements (AE) shall extend horizontally an additional five (5) feet and will begin at a plane twenty (20) feet above the ground and extend upward, located adjacent to and adjoining said utility easement.
- This Plat is located in Zone G-2.
- This Plat was prepared on June 19, 2024.

| Line # | Bearing | Distance |
|--------|-------------|----------|
| L1 | S42°40'24"E | 43.33' |
| L2 | N90°00'00"E | 56.82' |
| L3 | N47°19'44"E | 56.04' |

Approval of this Preliminary Plat by the Planning Board and City Commission shall be deemed an expression of approval of the layout submitted on the preliminary plat as a guide to the final engineering of streets, water, sewer and other required improvements and utilities and to the preparation of the final plat. Approval of this preliminary plat shall not constitute automatic approval of the final plat, nor be considered authorization to begin construction or sell lots. Approval of the preliminary plat shall not constitute a guarantee or warranty, either implied or otherwise that all other applicable codes and ordinances of the City of Texas City have been complied with. It shall be the responsibility of the subdivider to ensure that all applicable requirements of the City of Texas City relative to the subdividing and development of property have been met.

On the _____ day of _____, 20____, this preliminary plat was duly approved by the Planning Board of the City of Texas City.

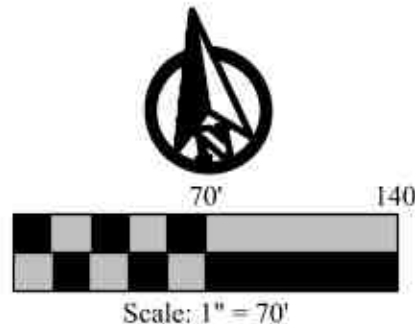
Secretary of the City of Texas City Planning Board

Chairperson of the City of Texas City Planning Board

FLOOD ZONE CLASSIFICATION
This property lies within ZONE(S) X (UNSHADED) of the Flood Insurance Rate Map for Galveston County, Texas and Incorporated Areas, map no. 48167C0245G, dated 2019/08/15, via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>.

MONUMENTS / DATUMS / BEARING BASIS
Monuments are found if not marked MNS or CRS.
CRS ○ 1/2" rebar stamped "LANGAN" set
JPH ○ 1/2" rebar stamped "JPH Land Surveying" found
TBM ○ Site benchmark (see vicinity map for general location)
○ "x" cut in concrete
○ Vertex or common point (not a monument)
Coordinate values, if shown, are US S/F/TXCS/83,SCZ.
Elevations, if shown, are NAVD88 (Geoid 18)
Bearings are based on the TXCS/83,SCZ
Distances & areas shown are represented in surface values
TYPE I ○ TxDOT Right of Way tapered concrete monument.
TYPE II ○ TxDOT Right of Way bronze cap in concrete.
TYPE III ○ TxDOT Right of Way aluminum cap.

LEGEND OF ABBREVIATIONS
US.Sy.Ft. United States Survey Feet
TxCS/83,SCZ Texas Coordinate System of 1983, South Central Zone
NAVD88 North American Vertical Datum of 1988
M.R.G.C.T. Map Records of Galveston County, Texas
O.P.R.G.C.T. Official Public Records of Galveston County, Texas
D.R.G.C.T. Deed Records of Galveston County, Texas
VOL/PAGE/INST# Volume/Page/Instrument Number
POB/POC Point of Beginning/Point of Commencing
ESMT/BL Easement/Building Line
PVC/RCP Polyvinyl Chloride Pipe/Reinforced Concrete Pipe



SURVEYOR:
Langan Engineering and Environmental Services, LLC
Contact: Jewel Chadd
17220 Katy Fwy., Ste. 125
Houston, Texas 77094
jchadd@langan.com
(817) 917-3054

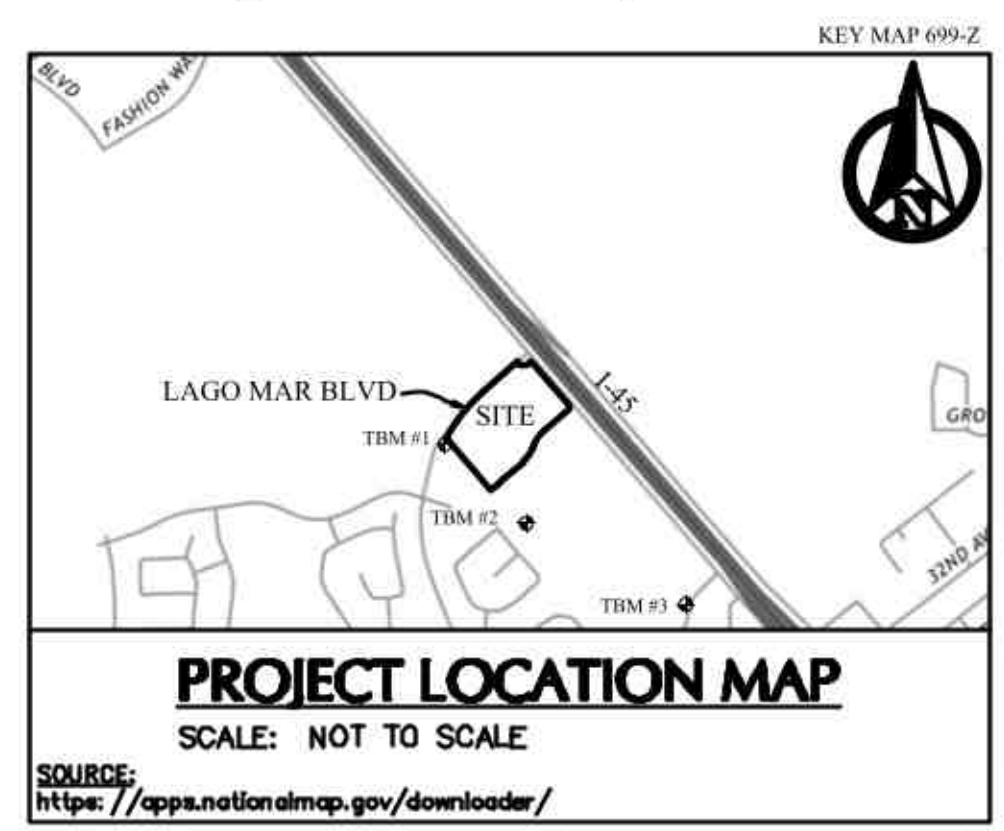
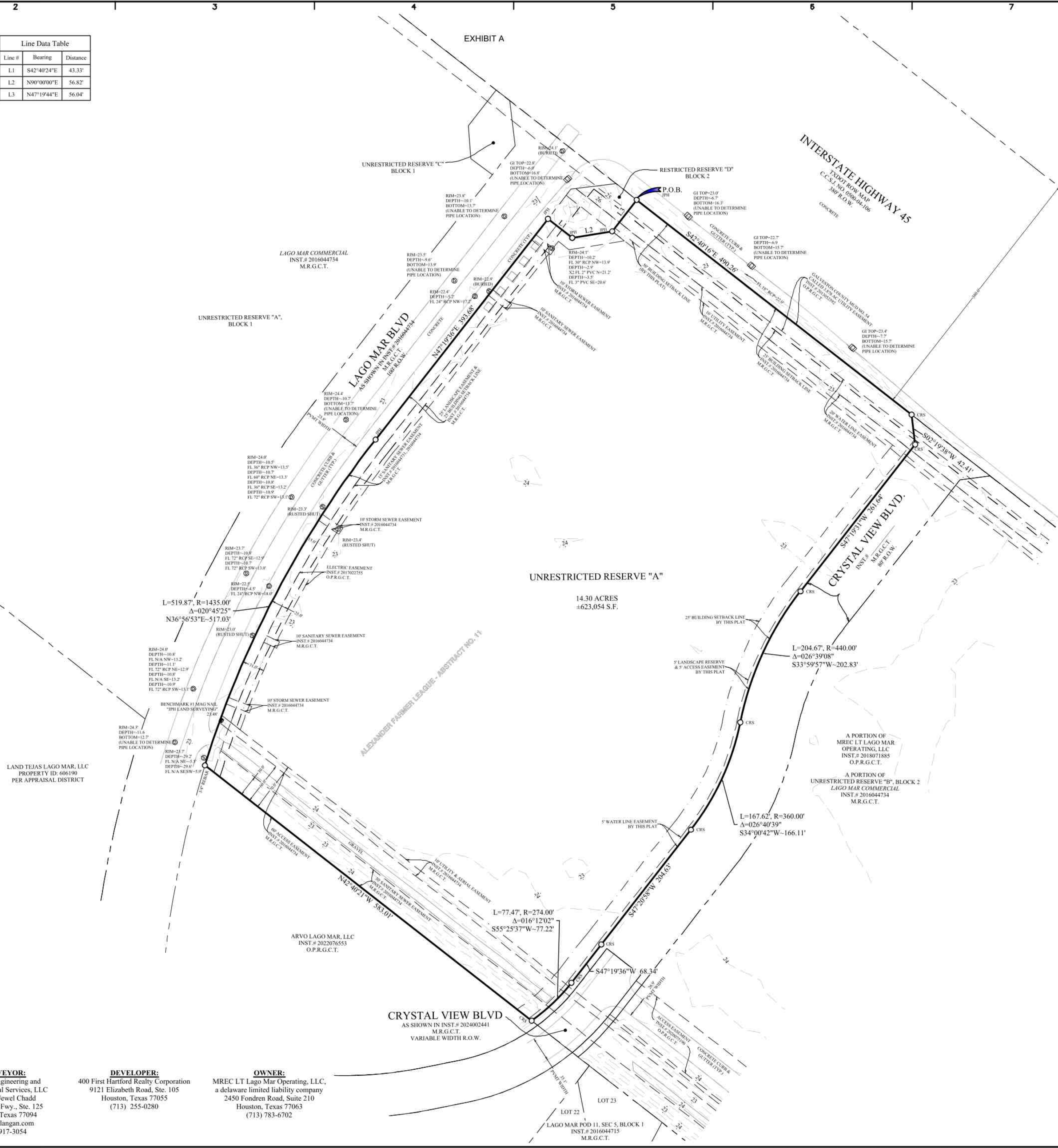
DEVELOPER:
400 First Hartford Realty Corporation
9121 Elizabeth Road, Ste. 105
Houston, Texas 77055
(713) 255-0280

OWNER:
MREC LT Lago Mar Operating, LLC,
a delaware limited liability company
2450 Fondren Road, Suite 210
Houston, Texas 77063
(713) 783-6702

LAND TEJAS LAGO MAR, LLC
PROPERTY ID: 606190
PER APPRAISAL DISTRICT

ARVO LAGO MAR, LLC
INST # 2022076553
O.P.R.G.C.T.

A PORTION OF
MREC LT LAGO MAR
OPERATING, LLC
INST # 2018071885
O.P.R.G.C.T.
A PORTION OF
UNRESTRICTED RESERVE "B", BLOCK 2
LAGO MAR COMMERCIAL
INST # 2016044734
M.R.G.C.T.



- LEGEND OF SYMBOLS**
- air conditioner
 - borehole
 - cable tv
 - electric meter
 - fence or handrail
 - fire dept. connection
 - fire hydrant
 - fire lane
 - guard rail
 - groesse trap
 - bollard
 - grate inlet
 - gas meter
 - gas line
 - utility pole anchor
 - irrigation valve
 - landscape or tree line
 - landscape electric box
 - landscape light
 - light pole
 - mailbox
 - monitoring well
 - overhead utility lines
 - pool equipment
 - road sign
 - roof drain
 - silt fence
 - spot elevation
 - sanitary sewer manhole
 - sanitary sewer pipe
 - storm water manhole
 - storm water pipe
 - telephone manhole
 - tank fill lid
 - telephone riser
 - traffic signal pole
 - unknown manhole
 - utility clean out
 - utility cabinet
 - utility vault
 - utility pole
 - utility pole with riser
 - utility sign
 - water shutoff
 - water valve
 - water manhole
 - water meter
 - well
 - water line
 - one-foot contour lines
 - tree trunk (with canopy)
 - caliper inches at breast height
 - ornamental tree
 - multiple trunks
 - Google 360 Hyperlink

LANGAN
Langan Engineering and Environmental Services, LLC
17220 Katy Freeway, Suite 125
Houston, TX 77094
TBPELS Firm #10194888
T: 281.675.7900 F: 281.675.7901 www.langan.com

Project **FINAL PLAT**
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REASON FOR REPLAT IS TO CREATE 1 UNRESTRICTED RESERVE CITY OF TEXAS CITY

GALVESTON COUNTY TEXAS
Drawing Title
510088901 3511 GULF FWY, LA MARQUE, GALVESTON CO., TX-PRELIM PLAT 1.DWG

| | |
|-------------|--------------|
| Project No. | Drawing No. |
| 510088901 | |
| Date | |
| 2024-09-10 | |
| Drawn By | |
| BET | |
| Checked By | |
| JC | Sheet 1 of 2 |

STATE OF TEXAS §
COUNTY OF GALVESTON §

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That MREC LT LAGO MAR OPERATING, LLC, a Delaware limited liability company action herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as a LAGO MAR COMMERCIAL REPLAT NO. 3, an addition to the City of Texas City, Texas and does hereby dedicate, in fee simple to the public use forever, the streets, alley, and public use areas, shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the public use forever, said dedications being free and clear of all liens and encumbrances except as shown herein. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the public's and City of Texas City's use thereof. The City of Texas City and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easements. The City of Texas City and any public utility shall at all times have the right of ingress and egress to and from and upon any said easement for the purpose of using, constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all of part of its respective system without the necessity at any time of procuring the permission of anyone.

MREC LT LAGO MAR OPERATING, LLC, a Delaware limited liability company does hereby bind itself, its successors and assigns to forever warrant and defend all and singular the above described streets, alleys, easements and rights unto the public against every person whomsoever lawfully claiming or to claim the same or any part thereof. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Texas City.

WITNESS MY HAND THIS _____ DAY OF _____, 20__.

By: MREC LT LAGO MAR OPERATING, LLC

Manager

STATE OF TEXAS §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned notary public, State of Texas, on this day personally appeared _____, manager, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he/she executed the same for the purposes and considerations expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS _____ DAY OF _____, 20__.

Notary Public, State of Texas

Print Name _____
My Commission Expires _____

I, Jewel Chadd, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than half (1/2) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.

Jewel Chadd
Registered Professional
Land Surveyor No. 5754
jchadd@langan.com
Date: TBD

KNOW ALL MEN BY THESE PRESENTS: I, the undersigned, _____, a Professional Engineer Registered in the State of Texas, hereby certify that proper engineering consideration has been given to these plans and all engineering aspects are in compliance with City and State engineering regulations and laws.

Registered Professional Engineer

P.E. Registration No. _____

STATE OF TEXAS §
COUNTY OF GALVESTON §

On the _____ day of _____, 20__ this plat was duly approved by the Planning Board of the City of Texas City.

Secretary of the City of Texas City Planning Board

Chairperson of the City of Texas City Planning Board

It is understood that if the final plans for LAGO MAR COMMERCIAL REPLAT NO. 3 are approved by the City Engineer and Planning Board of the City of Texas City, the undersigned will in all things comply with all provisions of such plat and construction plans and will duly perform all construction called for therein, fully and completely. No changes shall be made in construction plans without the consent in writing of the City Engineer being first had and obtained.

MREC LT LAGO MAR OPERATING, LLC, a Delaware limited liability company

By: _____

Witness: _____

Witness: _____

On the _____ of _____, 20__.

This is to certify that all improvements to LAGO MAR COMMERCIAL REPLAT NO. 3 Subdivision have been completed and accepted by the City of Texas City, Texas, and this subdivision plat is ready for the City Secretary to file said plat in the County Clerk's office.

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

STATE OF TEXAS §
COUNTY OF GALVESTON §

I, Dwight D. Sullivan, County Clerk of Galveston County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 20__ at _____ o'clock ____M., and duly recorded on _____, 20__ at _____ o'clock ____M., and at Instrument Number _____ of the Official Public Records of Galveston County, Texas.

Witness my hand and seal of office, at Galveston County, Texas the day and date last above written.

Dwight D. Sullivan
County Clerk
Galveston County, Texas

RECORDED DESCRIPTION:

UNRESTRICTED RESERVE "B", BLOCK 2, LAGO MAR COMMERCIAL, AN ADDITION IN THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, AS SHOWN BY THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 2016044734, MAP RECORDS OF GALVESTON COUNTY, TEXAS.

SURVEYED DESCRIPTION:

FIELD NOTES TO THAT CERTAIN TRACT IN THE ALEXANDER FARMER LEAGUE, ABSTRACT NO. 11, GALVESTON COUNTY, TEXAS, BEING A PORTION OF UNRESTRICTED RESERVE "B", BLOCK 2, LAGO MAR COMMERCIAL, AN ADDITION ON THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, AS SHOWN BY THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 2016044734, MAP RECORDS OF GALVESTON COUNTY, TEXAS (M.R.G.C.T.), AS DESCRIBED IN SPECIAL WARRANTY DEED TO MREC LT LAGO MAR OPERATING, LLC, RECORDED IN INSTRUMENT NO. 2018071885, OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS (O.P.R.G.C.T.). THE SUBJECT TRACT, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE):

BEGINNING AT A 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" FOUND AT THE COMMON CORNER OF SAID UNRESTRICTED RESERVE "B" AND RESTRICTED RESERVE "D" OF SAID LAGO MAR COMMERCIAL, SAME BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 45 (A 380-FOOT WIDE RIGHT-OF-WAY AS SHOWN IN THE TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP C.C.S.J. NO. 0500-04-106);

THENCE S 42°40'16" E, ALONG THE NORTHEAST LINE OF SAID UNRESTRICTED RESERVE "B" AND THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 45, A DISTANCE OF 490.26 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET AT THE NORTHWEST CORNER OF CRYSTAL VIEW BLVD., EXTENSION TO I-45, AS RECORDED IN INSTRUMENT NUMBER _____, M.R.G.C.T.;

THENCE ALONG THE WEST LINE OF SAID CRYSTAL VIEW BLVD. EXTENSION TO I-45, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1. S 02°19'38" W, A DISTANCE OF 42.41 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET;
2. S 47°19'31" W, A DISTANCE OF 261.64 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET AT THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST (CURVE TO THE LEFT);
3. ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 440.00 FEET, AN ARC LENGTH OF 204.67 FEET, AND HAVING A CHORD BEARING AND DISTANCE OF S 33°59'57" W-202.83 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET AT THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST (CURVE TO THE RIGHT);

4. ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 360.00 FEET, AN ARC LENGTH OF 167.62 FEET, AND HAVING A CHORD BEARING AND DISTANCE OF S 34°00'42" W-166.11 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET;
5. S 47°20'58" W, A DISTANCE OF 204.63 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET;
6. S 47°19'36" W, A DISTANCE OF 68.34 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET AT THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST (CURVE TO THE RIGHT);
7. ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 274.00 FEET, AN ARC LENGTH OF 77.47 FEET, AND A CHORD BEARING AND DISTANCE OF S 55°25'37" W-77.22 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "LANGAN" SET ON THE SOUTHWEST LINE OF SAID UNRESTRICTED RESERVE "B", SAME BEING THE SOUTHWEST CORNER OF SAID CRYSTAL VIEW BLVD., EXTENSION TO I-45;

THENCE N 42°40'21" W, ALONG THE SOUTHWEST LINE OF SAID UNRESTRICTED RESERVE "B", A DISTANCE OF 583.01 FEET TO A FOUND 3/4 INCH REBAR ON THE SOUTHEAST RIGHT-OF-WAY LINE OF LAGO MAR BOULEVARD (100-FOOT WIDE RIGHT-OF-WAY), SAME BEING AT THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST (CURVE TO THE RIGHT);

THENCE ALONG THE ARC OF SAID CURVE AND THE COMMON LINE OF SAID UNRESTRICTED RESERVE "B" AND SAID LAGO MAR BOULEVARD, HAVING A RADIUS OF 1,435.00 FEET, AN ARC LENGTH OF 519.87 FEET, AND A CHORD BEARING AND DISTANCE OF N 36°56'53" E-517.03 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" FOUND;

THENCE N 47°19'36" E, CONTINUING ALONG THE COMMON LINE OF SAID UNRESTRICTED RESERVE "B" AND SAID LAGO MAR BOULEVARD, A DISTANCE OF 393.68 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" FOUND AT THE WEST CORNER OF SAID RESTRICTED RESERVE "D";

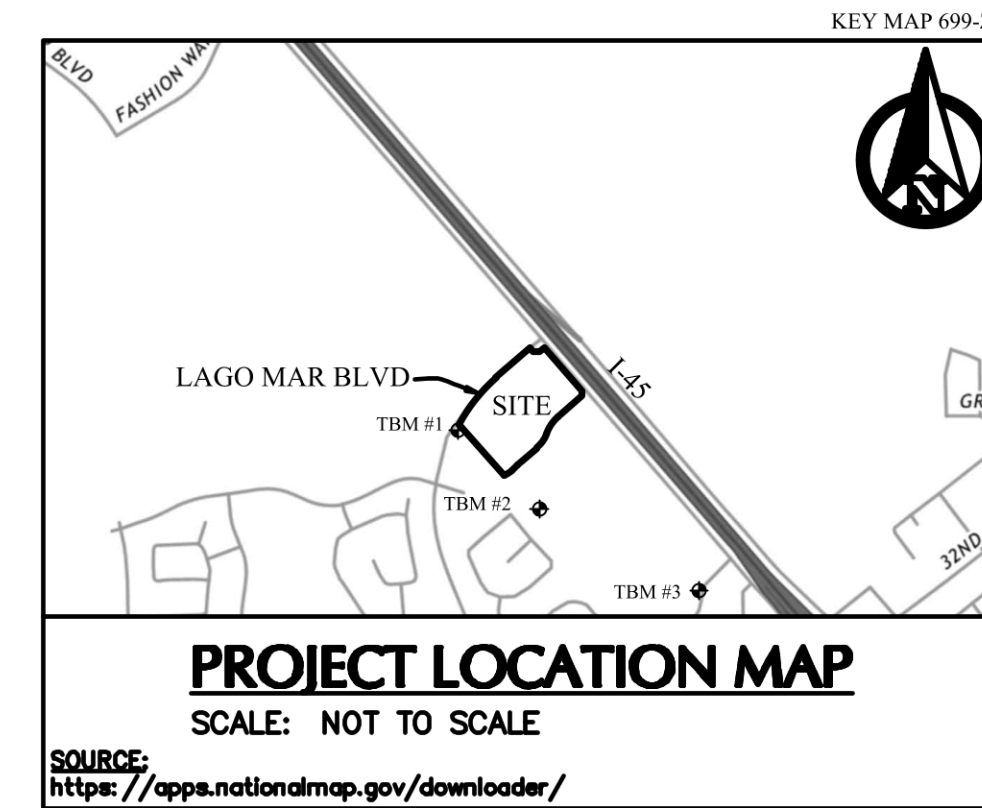
THENCE S 42°40'24" E, ALONG THE COMMON LINE OF SAID UNRESTRICTED RESERVE "B" AND SAID RESTRICTED RESERVE "D", A DISTANCE OF 43.33 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" FOUND;

THENCE S 90°00'00" E, CONTINUING ALONG THE COMMON LINE OF SAID UNRESTRICTED RESERVE "B" AND SAID RESTRICTED RESERVE "D", A DISTANCE OF 56.82 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" FOUND;

THENCE N 47°19'44" E, CONTINUING ALONG THE COMMON LINE OF SAID UNRESTRICTED RESERVE "B" AND SAID RESTRICTED RESERVE "D", A DISTANCE OF 56.04 FEET TO THE POINT OF BEGINNING, ENCLOSING 14.30 ACRES (±623,054 SQUARE FEET).

SURVEYOR'S NOTES:

1. Benchmark #1 is a mag nail with a washer stamped "JPH BENCHMARK" found in concrete approximately 65' northeast from the west corner of subject site. Benchmark Elevation = 23.47 (NAVD88). See Vicinity map for general location.
Benchmark #2 is a mag nail with a washer stamped "JPH BENCHMARK" found in concrete approximately 244' northwest from the south corner of subject site. Benchmark Elevation = 24.29 (NAVD88). See Vicinity map for general location.
Benchmark #3 is a mag nail with a washer stamped "JPH BENCHMARK" found in concrete approximately 138' southeast from the south corner of subject site. Benchmark Elevation = 23.73 (NAVD88). See Vicinity map for general location.
2. Selling a portion of any lot within this addition by metes and bounds is a violation of state law and city ordinance and is subject to fines and withholding of utilities and building permits.
3. Unobstructed aerial easements (AE) shall extend horizontally an additional five (5) feet and will begin at a plane twenty (20) feet above the ground and extend upward, located adjacent to and adjoining said utility easement.
4. This Plat is located in Zone G-2.
5. This Plat was prepared on June 19, 2024.



LANGAN

Langan Engineering and Environmental Services, LLC
17220 Katy Freeway, Suite 125
Houston, TX 77094
TBPELS Firm #10194888
T: 281.675.7900 F: 281.675.7901 www.langan.com

Project **FINAL PLAT**
LAGO MAR COMMERCIAL REPLAT NO. 3
14.30 ACRES
A PORTION OF UNRESTRICTED RESERVE "B", BLOCK 2, LAGO MAR COMMERCIAL,
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER INSTRUMENT NUMBER 2016044734, MAP RECORDS OF GALVESTON COUNTY, TEXAS
SITUATED IN THE ALEXANDER FARMER LEAGUE, ABSTRACT NO. 11, CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS
REASON FOR REPLAT IS TO CREATE 1 UNRESTRICTED RESERVE CITY OF TEXAS CITY

GALVESTON COUNTY TEXAS

Drawing Title

510088901 3511 GULF FWY, LA MARQUE, GALVESTON CO., TX-PRELIM PLAT 1.DWG

| | |
|---------------------------------|-------------|
| Project No. 510088901 | Drawing No. |
| Date 2024-09-10 | |
| Drawn By BET | |
| Checked By JC | |
| Sheet 2 of 2 | |

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 10/02/2024

Second Reading - Consider and take action on Ordinance No. 2024-23 for recommended speed zones for Loop 197 as recommended by TxDOT on the basis of an engineering and traffic investigation

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on Ordinance No. 2024-023 for recommended speed zones for Loop 197 as recommended by TxDOT on the basis of an engineering and traffic investigation

BACKGROUND (Brief Summary)

On the basis of an engineering and traffic investigation, TxDOT recommends the following speed limits be fixed by ordinance for vehicles traveling on the named streets and highways, to wit:

- (1) Along LOOP 197 from the 200 feet north of 19th Avenue North to the 4th Avenue South a distance of approximately 1.637 miles, the speed limit shall be 30 miles per hour.
- (2) Along LOOP 197 from the 4th Avenue South to the 3437 feet south of FM 519 a distance of approximately 2.178 miles, the speed limit shall be 40 miles per hour.
- (3) Along LOOP 197 from the 3437 feet south of FM 519 to the 2312 feet north of Galveston, Houston and Henderson Railroad a distance approximately 0.952 mile, the speed limit shall be 55 miles per hour.
- (4) Along LOOP 197 from the 2312 feet north of Galveston, Houston and Henderson (GHH) Railroad to the GHH Railroad a distance of approximately 0.428 mile, the speed limit shall be 50 miles per hour.

RECOMMENDATION

Upon review of the engineering and traffic investigation by an independent professional traffic operations engineer (P.T.O.E.), the City Engineer recommends approval of the TxDOT recommended speed limits indicated for vehicles traveling upon the named streets and highways.

Fiscal Impact

Attachments

Request for Speed Zone Ordinance - Loop 197
Ordinance 2024-23



P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

May 19, 2023

Ms. Rhomari Leigh
City Secretary
City of Texas City
1801 9th Avenue N.
Texas City, Texas 77590

Via Certified Mail: 9489 0090 0027 6427 0525 74

RE: Second Request for City Speed Zone Ordinance – LP 197 – Galveston County

Dear Secretary Leigh:

In reviewing our records, we noticed that we have not received response from your office concerning the above-mentioned subject.

I am wondering if my correspondence failed to reach you, so I am enclosing a copy of the original letter.

Should you have questions, you may contact Mr. Roberto Lewis at (713) 802-5046.

Sincerely,

Kim Straughter
Administrative Assistant
to the Director of Transportation Operations
Houston District

Attachment

cc: Roberto V. Lewis, MBA



Texas Department of Transportation

P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | (713) 802-5000 | WWW.TXDOT.GOV

June 25, 2018

The Honorable Matthew T. Doyle
Mayor
City of Texas
1801 9th Ave. N.
Texas City, Texas 77592

RE: Request for City Ordinance Speed Zone - Loop 197 - Galveston County

Dear Mayor Doyle:

Our office has completed a Speed Zone Study along Loop 197 within the City of Texas City. Attached you will find a Speed Zone Strip Maps numbered 5371 A through 5371 B and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along Loop 197. If you concur with the recommended zone please furnish this office with a copy of your executed ordinance.

Should you have questions please contact Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856 or Rogelio Rubico at (713) 802-5182.

Sincerely,

Ugonna U. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: James Hartshorn - City of Texas City
Gaurang S. Pandit, P.E.
Rogelio R. Rubico, P.E.

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

SPEED ZONE ORDINANCE # _____

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF § 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF TEXAS, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, § 545.356, Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along **Loop 197** from the 200 feet north of 19th Avenue North to the 4th Avenue South a distance of approximately 1.637 miles, the speed limit shall be 30 miles per hour.

Along **Loop 197** from the 4th Avenue South to the 3437 feet south of FM 519 a distance of approximately 2.178 miles, the speed limit shall be 40 miles per hour.

Along **Loop 197** from the 3437 feet south of FM 519 to the 2312 feet north of Galveston, Houston and Henderson Railroad a distance of approximately 0.952 mile, the speed limit shall be 55 miles per hour.

Along **Loop 197** from the 2312 feet north of Galveston, Houston and Henderson (GHH) Railroad to the GHH Railroad a distance of approximately 0.428 mile, the speed limit shall be 50 miles per hour.

Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

PASSED AND APPROVED THIS _____ day of _____, 2018.

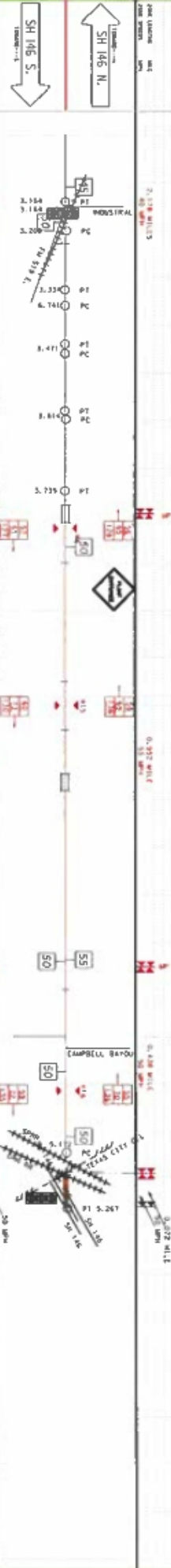
ATTEST:

APPROVED:

City Secretary

Mayor

SECTION 10.000
 DISTRICT 10.000
 COUNTY OF TARRANT
 TEXAS
 PROJECT NO. 10.000
 SHEET NO. 10.000



| SECTION NO. | SECTION NAME | SECTION TYPE | SECTION CODE | SECTION DESCRIPTION | SECTION LENGTH (STATIONING) | SECTION DATE | SECTION STATUS |
|-------------|----------------|----------------|----------------|---------------------|-----------------------------|----------------|----------------|
| 10.000 | SECTION 10.000 | SECTION 10.000 | SECTION 10.000 | SECTION 10.000 | SECTION 10.000 | SECTION 10.000 | SECTION 10.000 |

DATE: 6/27/2018
 TIME: 2:54:02 PM
 PROJECT: 10.000
 SHEET: 10.000
 DRAWN BY: 10.000
 CHECKED BY: 10.000
 APPROVED BY: 10.000

SPEED ZONE
 TEXAS DEPARTMENT OF TRANSPORTATION
 STRIP MAP 5371 B

ORDINANCE NO. 2024-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTIONS 545.356 AND 545.353 OF THE TEXAS TRANSPORTATION CODE, ON CERTAIN STREETS AND HIGHWAYS OR PARTS THEREOF WITHIN THE CORPORATE LIMITS OF THE CITY OF TEXAS CITY, AS SET OUT IN THIS ORDINANCE, TO WIT: SPEED ZONES FOR LOOP 197 AS RECOMMENDED BY TXDOT ON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION; PROVIDING A PENALTY NOT TO EXCEED \$200.00 FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, Section 545.356, Texas Transportation Code, provides that whenever the governing body of the City shall determine, upon the basis of an engineering and traffic investigation, that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

WHEREAS, the Texas Department of Transportation conducted a speed zone study and recommends speed limits to be altered along Loop 197 as outlined on Exhibit “A”, Aerial Map, attached hereto and made a part hereof for all intents and purposes; and,

WHEREAS, the City Commission of the City of Texas City agrees it is in the best interest of the citizens of Texas City to determine and declare such designated areas as suggested by the Texas Department of Transportation as outlined in Exhibit A.

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

SECTION 1: Upon the basis of the Texas Department of Transportation speed zone study made as authorized by the provisions of section 545.356 of the Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

- (1) Along LOOP 197 from the 200 feet north of 19th Avenue North to the 4th Avenue South a distance of approximately 1.637 miles, the speed limit shall be 30 miles per hour.

(2) Along LOOP 197 from the 4th Avenue South to the 3437 feet south of FM 519, a distance of approximately 2.178 miles, the speed limit shall be 40 miles per hour.

(3) Along LOOP 197 from the 3437 feet south of FM 519 to the 2312 feet north of Galveston, Houston, and Henderson Railroad, a distance of approximately 0.952 miles, the speed limit shall be 55 miles per hour.

(4) Along LOOP 197 from the 2312 feet north of Galveston, Houston, and Henderson (GHH) Railroad to the GHH Railroad, a distance of approximately 0.428 miles, the speed limit shall be 50 miles per hour.

SECTION 2: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in a sum not more than Two Hundred Dollars (\$200.00).

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. In the event any section, clause, sentence, paragraph, or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

SECTION 4: That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

SECTION 5: 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.

PASSED ON FIRST READING this 18th day of September 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

PASSED ON SECOND READING this 2nd day of October 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

PASSED AND FINALLY ADOPTED this 16th day of October 2024.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 10/02/2024

Second Reading - Consider and take action on Ordinance No. 2024-24 for recommended speed zones for FM 3436 as recommended by TxDOT on the basis of an engineering and traffic investigation.

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on Ordinance No. 2024-24 for recommended speed zones for FM 3436 as recommended by TxDOT on the basis of an engineering and traffic investigation.

BACKGROUND (Brief Summary)

On the basis of an engineering and traffic investigation, TxDOT recommends the following speed limits be fixed by ordinance for vehicles traveling on the named streets and highways, to wit:

- (1) Along FM 3436 from the North City Limit of the City of Texas City to the Centerline of FM 517, a distance of approximately 1.597 miles, the speed limit shall be 55 miles per hour.
- (2) Along FM 3436 a school zone, from a point 3775 feet north of Morelock Lane to the point 2085 feet north of Morelock Lane, a distance of approximately 0.320 miles, the speed limit shall be 35 miles per hour when flashing.

RECOMMENDATION

Upon review of the engineering and traffic investigation by an independent professional traffic operations engineer (P.T.O.E) the City Engineer recommends approval of the TxDOT recommended speed limits indicated for vehicles traveling upon the named streets and highways.

Fiscal Impact

Attachments

Request for Speed Zone Ordinance - FM 3436



P.O. BOX 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

July 14, 2023

The Honorable Dedrick Johnson, Sr.
Mayor
City of Texas City
1801 9th Avenue North
Texas City, Texas 77590

RE: Request City Ordinance for School/Speed Zone – FM 3436– Galveston County

Dear Mayor Johnson:

Our office has completed a School/Speed Zone Study along FM 3436 within the city limits of the City of Texas City.

Attached you will find Speed Zone Strip Map numbered 5736 A and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along FM 3436. If you concur with the recommended school/speed zones, please furnish this office with a copy of your executed ordinance.

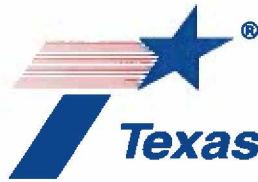
Should you have questions please contact Mr. Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856.

Sincerely,

Ugonna J. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: Rhomari Leigh – City Secretary – City of Texas City
David R. Lazaro, P.E.
Gaurang S. Pandit, P.E.



P.O. BOX 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

July 14, 2023

The Honorable Dedrick Johnson, Sr.
Mayor
City of Texas City
1801 9th Avenue North
Texas City, Texas 77590

RE: Request City Ordinance for School/Speed Zone – FM 3436– Galveston County

Dear Mayor Johnson:

Our office has completed a School/Speed Zone Study along FM 3436 within the city limits of the City of Texas City.

Attached you will find Speed Zone Strip Map numbered 5736 A and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along FM 3436. If you concur with the recommended school/speed zones, please furnish this office with a copy of your executed ordinance.

Should you have questions please contact Mr. Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856.

Sincerely,

Ugonna U. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: Rhomari Leigh – City Secretary – City of Texas City
David R. Lazaro, P.E.
Gaurang S. Pandit, P.E.
bc: Sylvester E. Onwas, P.E.
Roberto Lewis
Igor Ginzburg

SPEED ZONE ORDINANCE # _____

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF § 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF TEXAS, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, § 545.356, Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along FM 3436 from the North City limit of the City of Texas City to the centerline of FM 517, a distance of approximately 1.597 miles, the speed limit shall be 55 MPH.

Along FM 3436 a school zone, from a point 3775 feet north of MORELOCK LANE to the point 2085 feet north of MORELOCK LANE, a distance of approximately 0.320 mile, the speed limit shall be 35 MPH when flashing

Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

PASSED AND APPROVED THIS _____ day of _____, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

COPY

ORDINANCE NO. 01-52

FM 3436

AN ORDINANCE ALTERING VARIOUS PRIMA FACIE SPEED LIMITS ON FM 3436 FROM NORTH CITY LIMIT LINE TO FM 517; PROVIDING FOR A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE READING OF THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.

WHEREAS, section 545.356 of the Texas Transportation Code provides that the governing body of a municipality may alter, by ordinance, a prima facie speed limit on an officially designated or marked highway of the state highway system within the municipality, in accordance with the results of an engineering and traffic investigation; and

WHEREAS, the City of Texas City has determined, upon the basis of engineering and traffic investigations, that the prima facie speeds for the locations set forth in this ordinance are greater or less than is reasonable or safe under the conditions found to currently exist at these locations, taking into consideration the width and condition of the pavements and other circumstances on such portion of these streets or highways, as well as the usual traffic thereon;

WHEREAS, the City Commission of the City of Texas City agrees it is in the best interest of the citizens of Texas City to determine and declare that 55 MPH is the reasonable and safe prima facie speed limit for the location that is the subject of section 1(A) of this ordinance; and

WHEREAS, the City Commission of the City of Texas City agrees it is in the best interest of the citizens of Texas City to determine and declare that 50 MPH is the reasonable and safe prima facie speed limit for the location that is the subject of section 1(B) of this ordinance; and

WHEREAS, alteration of the speed limits at these locations shall be effective after the adoption of this ordinance and when appropriate signs giving notice of the new limits are placed on the affected portions of the streets or highways;

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

SECTION 1: Upon the basis of an engineering and traffic investigation made as authorized by the provisions of section 545.356 of the Texas Transportation Code, the following prima facie speed limit hereafter indicated for vehicles is hereby determined and declared to be reasonable and safe; and such speed limit is hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

(A) Along FM 3436 from the Northern City limit of the City of Texas City to 2274 feet South of the Northern City limit of the City of Texas City, Texas, a distance of approximately 0.430 miles, the speed limit shall be "55 MPH".

(B) Along FM 3436 from 2274 feet South of the Northern City limit of the City of Texas City, Texas, to the centerline of FM 517, a distance of approximately 0.300 miles, the speed limit shall be "50 MPH".


SECTION 2: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. In the event any section, clause, sentence, paragraph, or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.


SECTION 4: That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

SECTION 5: 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.


PASSED ON FIRST READING this 7th day of November, 2001


Carlos Garza, Mayor
City of Texas City, Texas

ATTEST:



Pamela A. Lawrence
City Secretary

PASSED ON SECOND READING this 14th day of November, 2001.




Carlos Garza, Mayor
City of Texas City, Texas

ATTEST:




Pamela A. Lawrence
City Secretary

PASSED AND FINALLY ADOPTED this 5th day of December, 2001.



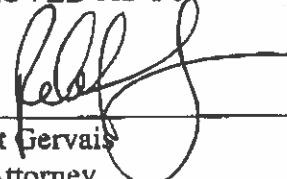
Carlos Garza, Mayor
City of Texas City, Texas

ATTEST:

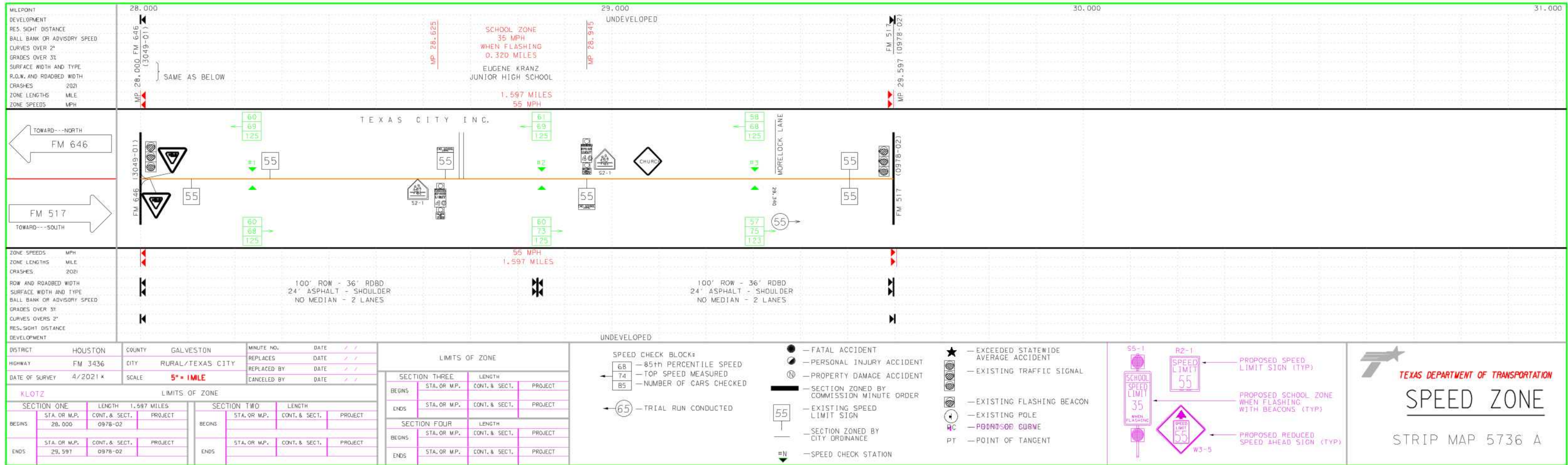


Pamela A. Lawrence
City Secretary

APPROVED AS TO FORM:



Robert Gervais
City Attorney



\$FILE\$

\$DATE\$

\$TIME\$

TEXAS DEPARTMENT OF TRANSPORTATION

SPEED ZONE

STRIP MAP 5736 A

SPEED CHECK BLOCKS

- 68 - 85th PERCENTILE SPEED
- 74 - TOP SPEED MEASURED
- 85 - NUMBER OF CARS CHECKED

65 - TRIAL RUN CONDUCTED

ACCIDENTS

- FATAL ACCIDENT
- PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT

TRAFFIC SIGNALS

- EXISTING TRAFFIC SIGNAL
- EXISTING FLASHING BEACON

EXISTING SPEED LIMIT SIGNS

- EXISTING SPEED LIMIT SIGN
- SECTION ZONED BY COMMISSION MINUTE ORDER
- SECTION ZONED BY CITY ORDINANCE
- SPEED CHECK STATION

PROPOSED SIGNS

- PROPOSED SPEED LIMIT SIGN (TYP)
- PROPOSED SCHOOL ZONE WHEN FLASHING WITH BEACONS (TYP)
- PROPOSED REDUCED SPEED AHEAD SIGN (TYP)

OTHER SYMBOLS

- EXCEEDED STATEWIDE AVERAGE ACCIDENT
- EXISTING POLE
- POINT OF CURVE
- POINT OF TANGENT