

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, APRIL 16, 2025 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

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

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) PROCLAMATIONS AND PRESENTATIONS
 - (a) Proclaiming April 2025 as Sexual Assault Awareness Month
 - (b) Proclaiming April 2025 as Records and Information Management Month.
 - (c) Service Awards

Michael Kelemen	Police	04/18/2015	10 years
Nickolaus Flanagan	Public Works	04/06/2015	10 years
Jose Ramos	Bayou Golf	04/11/2005	20 years
- (5) REPORTS
 - (a) Community Development Annual Report
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA

- (a) Approve City Commission Minutes for April 2, 2025 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 2025-036, approving a contract with Traff Data & Associates, Inc. for professional engineering services for traffic signal projects. (City Engineer)
- (c) Consider and take action on Resolution No. 2025-037, approving the City of Texas City to enter into an Interlocal Agreement with Galveston County for cooperative procurement on Generator Maintenance. (Purchasing)
- (d) Consider and take action on Resolution No. 2025-038, approving the purchase of a 3-year annual subscription and the implementation of Zoom for Government for a secure and compliant platform for virtual meetings and telecommunications. (Finance)

(8) REGULAR ITEMS

- (a) Consider and take action on the second reading of Ordinance No. 2025-08, adopting recommended speed zones for FM 517 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. 2025-09, adopting recommended speed zones for FM 519 as recommended by TxDOT on the basis of an engineering and traffic investigation. (City Engineer)
- (c) Consider and take action on Resolution No. 2025-039, approving a Bioaugmentation Proposal for three (3) year proposal and three (3) additional one-year proposal extensions with IN-PIPE Technologies, LLC. (Public Works)
- (d) Consider and take action on Ordinance No. 2025-10, authorizing the correction of a spelling error by renaming Harbour Point Drive to Harbor Drive to Harbor Point Drive. (City Engineer)
- (e) Consider and take action on Resolution No. 2025-040, approving the City of Texas City to enter into a contract with Lucas Construction Inc. for the 19th Avenue/16th Street Culvert Replacement Project. (Public Works)

(9) COMMISSIONERS' COMMENTS

(10) MAYOR'S COMMENTS

(11) ADJOURNMENT

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

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

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON APRIL 11, 2025, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG**(4) (b)****Meeting Date:** 04/16/2025

RIM Month April 2025

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

Information**ACTION REQUEST**

Records and Information Management Month – April 2025

BACKGROUND (Brief Summary)

Every April, Records and Information Management Month (RIMM) is observed around the world to highlight the importance of records management in enterprises. The goal is to emphasize the significance and relevance of organizing and maintaining records and data to manage information efficiently and effectively.

Through the actions of members of ARMA (the Association of Records Managers and Administrators), RIMM was first recognized in 1995 as National Records and Information Management Day. The goal was to draw attention to the importance of renewing the US Paperwork Reduction Act. ARMA International organized a luncheon in Washington, D.C. as part of the celebrations, with members of Congress and the executive branch in attendance. The observance grew in scope over time, spanning a week in 1997 and a month in 2003, and now reaches beyond US borders to many other countries. Records and Information Management Month is essentially a deep cleaning for all of your records! Considering records are so vital, keeping them organized and safe should always be a top concern, and this month is the ideal time to get started.

RECOMMENDATION

Fiscal Impact

CITY COMMISSION REGULAR MTG**(4) (c)****Meeting Date:** 04/16/2025

April 2025 Service Awards

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

Information**ACTION REQUEST**

Service Awards

Michael Kelemen	Police	04/18/2015	10 years
Nickolaus Flanagan	Public Works	04/06/2015	10 years
Jose Ramos	Bayou Golf	04/11/2005	20 years

BACKGROUND (Brief Summary)

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

RECOMMENDATION

Human Resources recommend approval of the April service awards.

Fiscal Impact

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 04/16/2025

Submitted By: Renee Edgar, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for April 2, 2025 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

April 2, 2025 Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, APRIL 2, 2025 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, APRIL 2, 2025, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

Chris Sharp, Commissioner District 3, came into the meeting at 5:03 P.M.

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

2. INVOCATION

Led by Jeremy Jackson, Associate Pastor of Mt. Zion Baptist Church.

3. PLEDGE OF ALLEGIANCE

Led by Jami Clark, Commissioner District 4.

4. PROCLAMATIONS AND PRESENTATIONS

a. Proclaiming April Ninth as "409 Day" in Texas City

Dedrick D. Johnson, Mayor, presented the proclamation to the commission.

b. Proclaim April 2025 as Fair Housing Month

Dedrick D. Johnson, Mayor, presented the proclamation to the commission and Jon Branson, Executive Director of Management Services.

5. REPORTS

a. Recreation Programs (Recreation & Tourism)

Dasia Moore, Special Events Program Coordinator, gave a PowerPoint presentation.

- b. Community Development Annual Report (Community Development)

Pulled to be placed in a future meeting.

6. PUBLIC COMMENTS

The following member of the public requested to address the City Commission: Henry Gomez.

7. CONSENT AGENDA

Commissioner District 4, Jami Clark, made a motion to approve Consent Agenda items 7a, b, and c. The motion was seconded by Commission At-Large, Abel Garza, Jr.

- a. Approve City Commission Minutes for the March 19, 2025 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2025-033, appointing a member to the Texas City Economic Development Corporation. (City Secretary)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2025-035, approving and awarding Commission Grant funds in the amount of \$2,500 to assist Every Ribbon Tells A Story. (Commissioner At-Large/ Mayor Pro Tem Thelma Bowie)

Vote: 7 - 0 CARRIED

8. REGULAR ITEMS

- a. Consider and take action on the first reading of Ordinance No. 2025-08, adopting recommended speed zones for FM 517 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 named 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 the first reading of Ordinance No. 2025-09, adopting recommended speed zones for FM 519 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 named streets and highways.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 3 Chris Sharp

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2025-034, awarding RFP 2025-471 Replacement of Indoor Shooting Range Target System for the Texas City Police Department. (Police)

Sergeant Jeff Winstead recommended awarding InVeris Training Solutions, Inc., to replace the Indoor Shooting Range Target System for the TCPD.

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner At-Large Abel Garza, Jr.

Vote: 7 - 0 CARRIED

9. COMMISSIONERS' COMMENTS

Thelma Bowie, Commissioner At-Large Mayor Pro Tem, thanked the TCPD for their assistance with the streetlight initiative. With the TCPD's help, they received over 700 reports. The commissioner also asked for the public's help to name this initiative.

Abel Garza, Jr., Commissioner At-Large, acknowledged the 4B Disaster Response Network for completing their headquarters warehouse in Texas City.

Jami Clark, Commissioner District 4, announced the TCISD Youthfest & Duck Derby is this Saturday, April 5, 2025, at Carlos Garza Sports Park and will be held at 11 am - 4 pm. Texas City Art Festival is from April 5th - 9th at the Doyle Convention Center.

10. MAYOR'S COMMENTS

Dedrick D. Johnson, Mayor, spoke about SHIP, the city's eight-week internship program, which allows students to gain hands-on, real-world experience in their chosen field. Upon successful completion, students can earn \$5,000. Mayor Johnson also spoke about the Mayor's Initiative, Movement is Medicine, and the next event will be a biking event—more information to follow.

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.

11. ADJOURNMENT

Having no further business, DeAndre' Knoxson, Commissioner District 1, made a MOTION to ADJOURN at 5:40 p.m.; the motion was SECONDED by Abel Garza, Jr., Commissioner At-Large. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 04/16/2025

Resolution No. 2025-036 approving a contract with Traff Data & Associates, Inc. for professional engineering services for traffic signal projects

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Curt Kelly, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on Resolution No. 2025-036 approving a contract with Traff Data & Associates, Inc. for professional engineering services for traffic signal projects at two intersections: (1) New signal to replace four-way stop at 9th Ave N and Sixth Street N, (2) New signal to replace flashing beacon at Loop 197 (25th Ave N) and 9th Street N.

BACKGROUND (Brief Summary)

Comprehensive traffic analysis has been conducted at the intersections of 9th Avenue with 6th Street, as well as Loop 197 (also known as 25th Avenue N) at 9th Street. These studies indicate that the installation of traffic signals at these locations is warranted based upon traffic counts and observed traffic patterns and safety considerations.

Traff Data & Associates, Inc. (TDAI), as consultant for the City of Texas City, conducted an in-depth field investigation at these critical intersections. This investigation will include traffic counts and traffic analysis and field observations.

The professional engineering services will include traffic signal design, signal timing, and construction management services for the two projects. The designs will improve traffic flow and safety and adhere to the design standards of the Texas Manual of Uniform Traffic Control Devices (MUTCD) and applicable TxDOT standards.

Funds for the design services were included in the approved FY 2024-2025 budget. Funding for construction of the intersection signals will be proposed in the FY 2025-2026 budget. Survey and design for the traffic signal projects will begin at once upon approval and execution of the contract for design services.

RECOMMENDATION

Staff recommend approval to proceed with a contract for professional services with Traff Data & Associates, Inc. for traffic signal projects at two intersections: (1) New signal to replace four-way stop at 9th Ave N and Sixth Street N, (2) New signal to replace flashing beacon at Loop 197 (25th Ave N) and 9th Street N.

Fiscal Impact

Attachments

2025 Texas City professional-services-agreement
Resolution

PROFESSIONAL SERVICES AGREEMENT

This **Professional Services Agreement** ("Traffic Signal Design), effective as of ("April 8, 2025") by and between Traff Data & Associates, Inc having its main address at 9894 Bissonnet, Suite 640, Houston, Texas, 77036 ("TDAI"), and [City of Texas City] having its main address at [7800 Emmett F. Lowry Expy, Texas city 77591] ("City of Texas City"), each being a "Party," and together are hereby referred to as the "Parties" to this Agreement.

WHEREAS, City of Texas is in need of Traff Data & Associates, Inc services described in **Section 2: Scope of Services**; and

WHEREAS, Traff Data & Associates has agreed to provide such services; and

WHEREAS, Traff Data & Associates, Inc represents and warrants that it will perform the services covered by this contract in a fully professional manner and in accordance with the Traff Data & Associates, Inc reputation; and

WHEREAS there exists within the budget of the originating department funds that are available and rightly applicable for this use.

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations, and agreements made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Term of Agreement. This Agreement shall commence on the Effective Date set forth above and shall remain in effect until [April 8, 2025], unless mutually extended by agreement, or unless otherwise terminated in accordance with Paragraph 5 below.

2. Scope of Services. City of Texas City hereby engages Traff Data & Associates, Inc, and Traff Data & Associates, Inc hereby accepts the engagement with City of Texas City, to provide the services ("Services") for City of Texas City described in sum as follows: [See attached proposal].

3. Performance of Duties. Traff Data & Associates, Inc will provide the Services to the City of Texas City from time to time on dates and times mutually agreed upon by the Parties. Traff Data & Associates, Inc will discharge its duties pursuant to this Agreement competently, carefully, loyally, in good faith and to the best of its abilities. In performance of its duties, Traff Data & Associates, Inc will comply with any and all applicable local, state and federal laws, rules, regulations, statutes, ordinances and other provisions of law.

4. Compensation/Payment for Services. In consideration for the Services to be provided by Traff Data & Associates, Inc to City of Texas City, City of Texas City will compensate Traff Data & Associates, Inc as follows:

a. Service Fees. [Attached proposal]

b. Billing/Invoicing. Traff Data & Associates, Inc shall invoice the City of Texas city on a monthly basis for all Service Fees accrued during the preceding month, and the amounts due under such invoice shall be payable within thirty (30) days after the City of Texas City receipt of such invoice.

c. General.

1. Payments made by the City of Texas City will be payable and mailed to: [Traff Data & Associates, Inc, 9894 Bissonnet, Suite 640, Houston, Texas 77036]

2. Traff Data & Associates, Inc is solely responsible for paying any wages or compensation to any employee or contractor assisting Traff Data & Associates, Inc in the performance of duties under this Agreement. Traff Data & Associates agrees to indemnify and defend the City of Texas city for any claim by an employee, contractor, for the payment of wages, compensation, benefits, or any other remuneration for work

performed for Traff Data & Associates, Inc.

5. Termination. This Agreement may be terminated by City of Texas City without cause with fourteen (14) days prior written notice to Traff Data & Associates, Inc. This Agreement may be terminated by Traff Data & Associates, Inc with or without cause with fourteen (14) days prior written notice to the City of Texas City. This Agreement may also be terminated at any time immediately by Rowan for cause which, for the purposes of this Agreement, shall mean the City of Texas City's good faith determination that Traff Data & Associates, Inc has been deficient in the performance of Traff Data & Associates, Inc duties, that Traff Data & Associates, Inc has breached any provisions of this Agreement, or that Traff Data & Associates, Inc has been unable to perform required duties for a period of five (5) consecutive days. Upon termination of this Agreement, neither Party shall have any further obligation to the other except for obligations accruing prior to the date of termination and obligations, promises, or covenants in this Agreement that are expressly made to extend beyond the term of this Agreement.

6. Independent Contractor Relationship.

a. Traff Data & Associates, Inc relationship with the City of Texas City, as well as any individual working for Traff Data & Associates, Inc, shall be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agency or employment relationship between the Parties. Traff Data & Associates, Inc is not the agent of City of Texas City and is not authorized and shall not have any authority to make any representation, contract or commitment on behalf of the City of Texas City or otherwise bind the City of Texas City in any respect whatsoever.

7. Insurance Requirements.

a. Traff Data & Associates, Inc shall carry appropriate levels of insurance and shall provide written proof of such insurance to the City of Texas City upon request.

b. *Professional Liability Insurance:* Comprehensive Professional Liability Insurance with a minimum:

1. \$1,000,000 each occurrence; and

2. the City of Texas City the City of Texas City must be named as additional insured and a certificate stating such must be produced upon execution.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Agreement as of the day and year stated above.

The City of Texas City

Traff Data & Associates Inc

By: _____

By: I Ukaegbu
I. Samson Ukaegbu, P.E.

Title:

Title: [Principal

TDAI *Traff Data & Associates. Inc.*

a
Traffic Engineering Advocacy Group

(713) 446-8167

April 8, 2025.

Kimberly O. Golden, P.E.
Engineering & Planning
City Engineer, Director
City of Texas City
7800 Emmett F Lowry Expy
Texas City, Texas 77591

Re: Traffic Signal Design, Construction management and Signal Timing.

Dear M/s Golden:

Traff Data & Associates appreciates the opportunity to submit a proposal for Traffic Signal Design, Construction Management and Signal Timing at the intersections of 9th Avenue at 6th Street and Loop 197 (25th Street) at 9th Street in the City of Texas City, Texas.

Scope of Services:

- Coordination with the city of Texas City, Texas.
- TDAI will perform a comprehensive field investigation of the site location and survey of the area during the critical AM and PM peak period.
- TDAI will provide a detailed design of the traffic to enable construction of the proposed traffic signal in accordance to city of Texas City and TxDOT design standards.
- TDAI will provide the pavement and signage at the intersection in accordance to TxDOT MUTCD.
- TDAI will provide signal timing and construction management of the project.

This will include the following:

1. Preparation of quantities for bidding and award of contract to reputable

TDAI *Traff Data & Associates. Inc.*

a
Traffic Engineering Advocacy Group

(713) 446-8167

signal contractors.

Schedule:

The time required for completion of the signal design is follows:

- Surveying 30 calendar days
- Complete signal design of the two intersections 90 calendar days.
- Biding and award of contract for signal installation 30 days.
- Typical signal installation after award of contract six months pending delivery of signal poles.

Compensation:

The total lump sum cost for the services is set as follows:

- Surveying of both intersections..... \$24,400.00
- Complete design plans for 9th Avenue at 6th Street..... \$28,500.00
- Complete design plans for Loop 197(25th St) at 9th Street..... \$20,500.00
- Signal Timing at both intersections..... \$8,000.00
- Construction management/Biding and contract award..... \$8000.00
- Total.....\$89,400.00**

Thank you for considering Traff Data and Associates, Inc. for this project and as always, I can assure you of our personal service and timely response. We look forward to being of continued service to the City of Texas City. In the event of questions or if clarification is required, please advise.

Respectfully Submitted

Traff Data and Associates, Inc.



I. Samson Ukaegbu, P.E.
Principal

9894 Bissonnet, Suite 640, Houston, Texas 77036
P.O.BOX 963 . Sugar Land, Texas 77487

RESOLUTION NO. 2025-036

A RESOLUTION APPROVING A CONTRACT WITH TRAFF DATA & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR TRAFFIC SIGNAL PROJECTS AT TWO INTERSECTIONS: (1) NEW SIGNAL TO REPLACE FOUR-WAY STOP AT 9TH AVE N AND SIXTH STREET N, (2) NEW SIGNAL TO REPLACE FLASHING BEACON AT LOOP 197 (25TH AVE N) AND 9TH STREET NORTH; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, a comprehensive traffic analysis has been conducted at the intersections of 9th Avenue with 6th Street, as well as Loop 197 (also known as 25th Avenue N) at 9th Street. These studies indicate that the installation of traffic signals at these locations is warranted based on traffic counts, observed traffic patterns, and safety considerations; and

WHEREAS, the professional engineering services for the two projects will include traffic signal design, signal timing, and construction management services. The designs will improve traffic flow and safety, adhere to the design standards of the Texas Manual of Uniform Traffic Control Devices (MUTCD), and be applicable to TxDOT standards.

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

SECTION 1: That the City Commission hereby approves a contract with Traff Data & Associates, Inc. for professional engineering services for traffic signal projects at two intersections: (1) New signal to replace four-way stop at 9th Ave N and Sixth Street N, (2) New signal to replace flashing beacon at Loop 197 (25th Ave N) and 9th Street N.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Traff Data & Associates, Inc. for the price bid in **Exhibit “A”**, as attached hereto and incorporated herein 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 16th day of April 2025.

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

ATTEST:

Rhomari D. Leigh
City Secretary

APPROVED AS TO FORM:

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 04/16/2025

INTERLOCAL PURCHASE AGREEMENT

Submitted For: Gwynetheia Pope, Purchasing **Submitted By:** Gwynetheia Pope,
Purchasing

Department: Purchasing

Information

ACTION REQUEST

Consideration for approval, entering into an Interlocal Agreement with Galveston County for cooperative procurement on Generator Maintenance submitted by the Purchasing Coordinator

BACKGROUND (Brief Summary)

The Purchasing Department is requesting to utilize the Interlocal Cooperation Act, as designed in Texas Gov't Code §§ 791.001 – 791.030, to piggyback on an agreement with Land and Sea on Generator Maintenance for a term of 36 months. Galveston County released an RFP (B242015) for this service in May of 2024. The agreement will expire June 3, 2027.

RECOMMENDATION

It is the recommendation of the Purchasing Department that the City of Texas City enters into this Interlocal Agreement with Galveston County on Generator Maintenance for a term of 36 months.

Fiscal Impact

Attachments

INTERLOCAL AGREEMENT
Resolution

INTERLOCAL AGREEMENT BETWEEN GALVESTON COUNTY AND CITY OF TEXAS CITY, TEXAS

This Interlocal Agreement (the “Agreement”) is made and entered by and between Galveston County, Texas (“Galveston County”), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and the City of Texas City, Texas (the “City”), and pursuant to the Interlocal Cooperation Act, TEX. GOV’T CODE §§ 791.001 – 791.030. Galveston County and the City are referred to herein collectively as “Parties” and individually as a “Party.”

Recitals

The City desires Galveston County’s assistance in maintaining its generator(s). Galveston County desires the City’s assistance in maintaining its generator(s).

Galveston County and the City currently purchase these services from various businesses (“Vendors”) under executed Galveston County and City of Texas City, Texas contracts.

Galveston County agrees to allow the City to utilize its current contracts, and the City agrees to allow Galveston County to utilize its current contracts in order to increase the efficiency and effectiveness of government.

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and

WHEREAS, a local government that purchases materials, supplies, goods, services, or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services, or equipment; and

WHEREAS, the Parties desire to enter into a cooperative purchasing program that will allow Parties to purchase materials, supplies, goods, services, or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Parties, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies; and

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE I - TERM

1. The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date") and shall renew annually. This Agreement shall remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE II - TERMINATION

2. A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Party. However, termination of this Agreement by a Party shall not terminate an existing contract between a Party and a vendor, although the terms of the existing contract may not be revised once the withdrawal has occurred.

ARTICLE III - PURCHASING

3. Each Party will designate a person to act on their behalf in all matters relating to the cooperative purchasing program. All purchases will be affected by a purchase order from the purchasing party and directed to the vendor(s). The Parties will make payments directly to vendors under the contracts made under Chapter 271, Subchapter F, Texas Local Government Code. The purchasing Party shall be responsible for its own ordering, inspections, and acceptance of goods and services. The purchasing Party will be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery. The originating contracting Party is not responsible or liable for the performance of any vendor used by the purchasing Party as a result of this Agreement.

ARTICLE IV - CURRENT REVENUE

4. The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that this Agreement creates no debt and that any debt created through a purchase shall be the sole obligation of the Purchasing Party and no obligation or Interlocal Purchase Agreement Between Texas City Independent School District and the City of Texas City liability for such debt shall be a liability or obligation of the other Party.

ARTICLE V - FISCAL FUNDING

5. The financial obligations of the Parties, if any, under this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this

Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VI - MISCELLANEOUS

6A. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

6B. Amendment: This Agreement may be amended by the mutual written agreement of the Parties.

6C. Severability: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

6D. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Galveston County, Texas.

6E. Entire Agreement: This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

6F. Recitals: The recitals to this Agreement are incorporated herein.

6G. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

6H. No Assignment: The Parties may not assign or transfer their rights under this Agreement.

6I. Compliance with Law: Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

6J. No Waiver of Rights: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

Terms

1. Each Party agrees to supply the other Party with information concerning contracts each Party currently utilizes or will utilize in the future with various Vendors. This Agreement shall apply only to those materials, goods, or services for which the Party currently has, or will have in the future, under an executed contract with a Vendor. Nothing herein shall obligate a Party to purchase any materials, goods, or services from any particular Vendor. A Party shall not, under any circumstances, be obligated to procure any materials, goods, or services for the other Party nor to include the other Party in any procurement effort. Each Party reserves the right, in its sole discretion, to terminate any or all of its contracts with any Vendor(s) without the prior written notice or approval of the other Party. Neither Party owes the other Party any obligation whatsoever for the use of its contracts. Neither Party owes compensation to the other Party for the use of its current executed contracts. Neither Party shall enter into any contract allowing any third party including, but not limited to other municipalities, agencies, departments, counties, cooperative purchasing organizations or other governmental entities, the use of the other Party's contracts through the utilization of this Agreement.

2. Each Party requesting Vendor to supply materials, goods, or services (the "Requesting Party") under an executed contract from the other Party ("Contracting Party") will enter into a contract with the Vendor. Each Vendor, in its own discretion, must agree to allow the Requesting Party to purchase materials, goods, or services under the contract between the Vendor and the Contracting Party. The following language shall be included in each contract the Requesting Party enters into with a Vendor.

The materials, goods, or services subject to this contract are being procured using an executed contract between Vendor and Galveston County, subject to the following.

Vendor has the right to refuse the City of Texas City request to use the Galveston County executed contract;

If Vendor agrees to contract with City of Texas City using its executed contract with Galveston County then all materials, goods, or services purchased under the Agreement between City of Texas City and Vendor shall be in accordance with the current terms and conditions of the Galveston County executed contract;

City of Texas City shall have no authority whatsoever to change any terms, conditions, or pricing in any Galveston County contract;

In the event that the contract was procured using a Request For Proposals or any other procurement process that allows for negotiation, the City of Texas City may negotiate pricing and terms that would apply to City of Texas City only;

Vendor shall bill City of Texas City directly for any and all materials, goods, or services purchased by City of Texas City under the Galveston County executed contract;

Vendor shall look only to City of Texas City for any and all compensation owed for purchases made by City of Texas City utilizing the executed Galveston County contract; and

Vendor shall settle any and all disputes with City of Texas City concerning any purchases made by City of Texas City. Galveston County shall not be a party to any dispute between Vendor and City of Texas City nor be responsible in any way for the acts or omissions of City of Texas City

3. Each Party understands that all the materials, goods, or services procured using the other Party's executed contracts shall be procured by the Party in accordance with all applicable federal, state, and local laws, rules, regulations, or ordinances, including but not limited to the County Purchasing Act TEX. LOC. GOV'T CODE §§ 262.021, *et. seq* as amended and the Purchasing and Contracting Authority of Municipalities TEX. LOC. GOV'T CODE §§ 252.001, *et. seq.*, as amended.

4. Each Party shall be responsible to a Vendor only for the materials, goods, or services ordered and received by the Party and shall not, by the execution of this Agreement, assume any liability or waive any rights under the applicable contract or as provided by law. Any and all disputes arising between Vendor and the Requesting Party shall be handled between the Requesting Party and Vendor. Vendors shall bill the Requesting Party directly for all materials, goods, or services ordered by it. The Requesting Party understands and agrees it shall make all payments to Vendors in accordance with all applicable laws including, but not limited to Tex. Gov't Code Ann. §§ 101.021, *et. seq.*, as amended.

5. EACH PARTY SHALL BE RESPONSIBLE FOR ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE PARTY'S EMPLOYEES, OFFICIALS, AGENTS OR SUBCONTRACTORS ARISING OUT OF OR UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A VENDOR; COMMITTED BY THE PARTY OR ITS EMPLOYEES, OFFICIALS, AGENTS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH IT EXERCISES CONTROL.

6. This Agreement is subject to the federal, state, and local laws, orders, rules, ordinances, and regulations relating to the Agreement and funded by state or federal funds, or of applicable conditions of participation in Medicaid or Medicare program(s). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.

7. This Agreement is governed by the laws of the State of Texas. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Galveston County, Texas.

13 Any provision of this Agreement that by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, including without limitation the indemnification provisions herein, shall survive such expiration or earlier termination. If an ambiguity exists as to survival of any provision, the provision shall be deemed to survive.

EXECUTION. Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

This Interlocal Agreement is executed to be effective on the date of the last party to sign.

CITY OF TEXAS CITY, TEXAS

GALVESTON COUNTY

By: _____
Dedrick D. Johnson, Jr., Mayor

By: _____

RESOLUTION NO. 2025-037

A RESOLUTION APPROVING ENTERING INTO AN INTERLOCAL AGREEMENT WITH GALVESTON COUNTY FOR COOPERATIVE PROCUREMENT ON GENERATOR MAINTENANCE SUBMITTED BY PURCHASING; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Purchasing Department is requesting to utilize the Interlocal Cooperation Act, as designed in Texas Gov't Code §§ 791.001 – 791.030, to piggyback on an agreement with Land and Sea on Generator Maintenance for a term of 36 months; and

WHEREAS, Galveston County released an RFP (B242015) for this service in May of 2024. The agreement will expire June 3, 2027.

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

SECTION 1: That the City Commission hereby approves entering into an Interlocal Agreement with Galveston County for cooperative procurement on Generator Maintenance.

SECTION 2: That the Mayor is hereby authorized to enter into an interlocal agreement with Galveston County for the price bid in Exhibit “A”, as attached hereto and incorporated herein 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 16th day of May 2025.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (d)

Meeting Date: 04/16/2025

Zoom for Government

Submitted For: Cynthia Rushing, Finance

Submitted By: Cynthia Rushing, Finance

Department: Finance

Information

ACTION REQUEST

Consideration of and action on the City of Texas City Resolution No. 2025-038: A Resolution Authorizing the purchase of a 3-year annual subscription and implementation of a secure and compliant platform for virtual meetings and telecommunications by Zoom for Government for \$213,995.60 and a one-time implementation of \$25,000.

BACKGROUND (Brief Summary)

The City currently uses Zoom for virtual meetings and telecommunication. However, moving to Zoom for Government will be an upgrade to ensure secure and dedicated infrastructure and, most importantly, to comply with US Government requirements.

	YEAR 1	YEAR 2	YEAR 3	TOTAL
SUBSCRIPTION	\$ 71,331.88	\$ 71,331.88	\$ 71,331.88	\$ 213,995.64
ONE-TIME FEE	\$ 25,000.00			\$ 25,000.00
TOTAL	\$ 96,331.88	\$ 71,331.88	\$ 71,331.88	\$ 238,995.64

This is not a FY25 budgeted item and may be subject to a Budget Amendment near year-end if no cost savings are found to cover the expense.

RECOMMENDATION

The CFO recommends upgrading to Zoom for Government to ensure compliance with US Government requirements.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2025-038

A RESOLUTION AUTHORIZING THE PURCHASE OF A 3-YEAR ANNUAL SUBSCRIPTION AND IMPLEMENTATION FOR A SECURE AND COMPLIANT PLATFORM FOR VIRTUAL MEETINGS AND TELECOMMUNICATIONS BY ZOOM FOR GOVERNMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City currently uses Zoom for virtual meetings and telecommunication. However, moving to Zoom for Government will be an upgrade to ensure secure and dedicated infrastructure and, most importantly, to comply with US Government requirements; and

WHEREAS, the cost for Zoom for Government will be \$213,995.60 and a one-time implementation of \$25,000.

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

SECTION 1: That the City Commission hereby approves the purchase of a 3-year annual subscription and implementation for a secure and compliant platform for virtual meetings and telecommunications by Zoom for Government.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Zoom for Government for the price bid in **Exhibit “A”**, as attached hereto and incorporated herein 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 16th day of April 2025.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 04/16/2025

Second reading of Ordinance No. 2025-08 to set speed zones for FM 517 as recommended by TxDOT on the basis of an engineering and traffic investigation.

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Curt Kelly, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on the second reading of Ordinance No. 2025-08 to set speed zones for FM 517 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:

Along FM 517 from the west City limit of the City of Texas City to the intersection of SH 146, a distance of approximately 2.284 miles, the speed limit shall be 50 mph.

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

Speed Limit Change for - FM 517
Ordinance

TDAI *Traff Data & Associates. Inc.*

a
Traffic Engineering Advocacy Group

(713) 446-8167

February 28, 2025

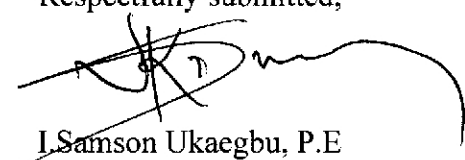
Kim Golden, P.E.
City Engineer
City of Texas City, Texas
7800 Emmett F Lowry Expy.
Texas City, Texas 77591

Re: Speed Zone Study along FM 517 within the City of Texas.

Dear Ms Golden,

Traff Data and Associates, Inc have completed a review and investigation of the speed zone study as presented by the Texas Department of Transportation (TXDOT) along FM 517 within the City of Texas City. This review and investigation indicates that we are in concurrence with the Zone Strip Maps number 5682A and 5682B as presented by TxDOT.

Respectfully submitted,



I. Samson Ukaegbu, P.E
Principal
Traff Data & Associate, Inc.
9894 Bissonnet, Suite 640
Houston, Texas 77036

9894 Bissonnet, Suite 640, Houston, Texas 77036
P.O.BOX 963 . Sugar Land, Texas 77487



P.O. Box 1386 | Houston, Texas 77251-1386
713.802.5000
txdot.gov

January 16, 2025

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

9489 0090 0027 6427 0529 25

**RE: Second Request for City Speed Zone Ordinance
City of Texas City
Galveston County
FM 517**

Dear Mayor Johnson:

In reviewing our records, we noticed that we have not received response from your office concerning the above-mentioned subject. I am wondering if our correspondence failed to reach you, so I am enclosing copies of the original correspondence.

TxDOT is required to make every effort to secure the cooperation of the city so that the zones will be set by city ordinance. If you concur with the recommended speed zone, please furnish this office with a copy of your executed ordinance in a timely manner.

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

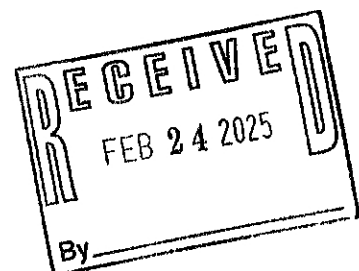
Sincerely,

Signed by:
A handwritten signature in black ink that reads "Sylvester Onwas".
595B7F3D54D54A0...

Sylvester E. Onwas, P.E.
District Traffic Engineer
Houston District

Attachments

CC: Roberto V. Lewis, MBA – Transportation Specialist IV, Houston District, TxDOT





P.O. BOX 1386, HOUSTON, TEXAS 77007-1386 | 713.802.5000 | WWW.TXDOT.GOV

December 20, 2023

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

RE: Request City Ordinance: Speed Zone – FM 517 – Galveston County

Dear Mayor Johnson:

Our office has completed a Speed Zone Study along FM 517 within the City of Texas City.

Attached you will find Speed Zone Strip Map numbered 5682 A, 5682 B, and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along FM 517.

If you concur with the recommended zone, 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
Gaurang S. Pandit, P.E.

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 517 from the West City limit of City of Texas to the intersection of SH 146, a distance of approximately 2.284 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).

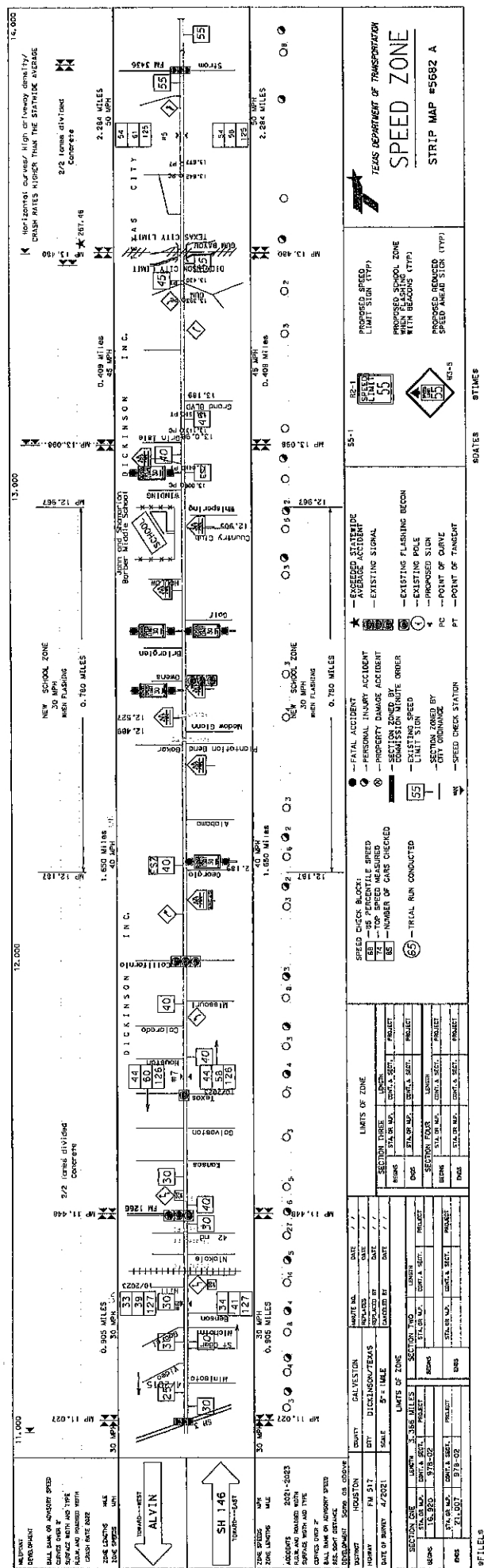
PASSED AND APPROVED THIS _____ day of _____, 2024.

ATTEST:

APPROVED:

City Secretary

Mayor



ORDINANCE NO. 2025-08

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 FM 517 AS RECOMMENDED BY TXDOT ON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION; PROVIDING A PENALTY NOT TO EXCEED \$1000.00 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 FM 517 from the west City limit of the City of Texas City to the intersection of SH 146, a distance of approximately 2.284 miles; 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 FM 517 from the west City limit of the City of Texas City to the intersection of SH 146, a distance of approximately 2.284 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 a sum not more than One Thousands Dollars (\$1000.00).

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 2nd day of April 2025

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 _____ day of _____ 2025.

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 _____ day of _____ 2025.

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

(8) (b)

Meeting Date: 04/16/2025

Second reading of Ordinance No. 2025-09 to set speed zones for FM 519 as recommended by TxDOT on the basis of an engineering and traffic investigation.

Submitted For: Curt Kelly, Transportation and Planning

Submitted By: Curt Kelly, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on the second reading of Ordinance No. 2025-09 to set speed zones for FM 519 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:

Along FM 519 from the west City limit of the City of Texas City to the intersection of Grant Ave, a distance of approximately 0.431 miles, the speed limit shall be 45 mph.

Along FM 519 from the intersection of Grant Ave. to 1895 feet west of the intersection of Loop 197, a distance of approximately 1.014 miles, the speed limit shall be 50 mph.

Along FM 519 from the 1895 feet west of the intersection of Loop 197 to the intersection of Loop 197, a distance of approximately 0.359 miles, the speed limit shall be 45 mph.

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 Limit Change - FM 519
Ordinance

TDAI *Traff Data & Associates. Inc.*

a
Traffic Engineering Advocacy Group

(713) 446-8167

February 28, 2025

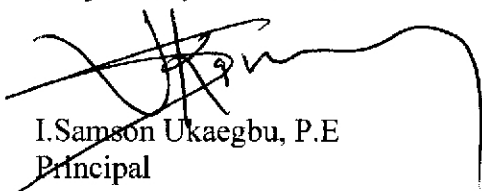
Kim Golden, P.E.
City Engineer
City of Texas City, Texas
7800 Emmett F Lowry Expy.
Texas City, Texas 77591

Re: Speed Zone Study along FM 519 within the City of Texas.

Dear Ms Golden,

Traff Data and Associates, Inc have completed a review and investigation of the speed zone study as presented by the Texas Department of Transportation (TXDOT) along FM 519 within the City of Texas City. This review and investigation indicates that we are in concurrence with the Zone Strip Maps number 5702 as presented by TxDOT.

Respectfully submitted,



I. Samson Ukaegbu, P.E.
Principal
Traff Data & Associate, Inc.
9894 Bissonnet, Suite 640
Houston, Texas 77036

9894 Bissonnet, Suite 640, Houston, Texas 77036
P.O.BOX 963 . Sugar Land, Texas 77487



P.O. Box 1386 | Houston, Texas 77251-1386
713.802.5000
txdot.gov

January 16, 2025

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

9489 0090 0027 6427 0529 25

**RE: Second Request for City Speed Zone Ordinance
City of Texas City
Galveston County
FM 519**

Dear Mayor Johnson:

In reviewing our records, we noticed that we have not received response from your office concerning the above-mentioned subject. I am wondering if our correspondence failed to reach you, so I am enclosing copies of the original correspondence.

TxDOT is required to make every effort to secure the cooperation of the city so that the zones will be set by city ordinance. If you concur with the recommended speed zone, please furnish this office with a copy of your executed ordinance in a timely manner.

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

Sincerely,

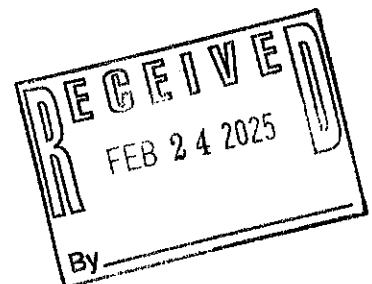
Signed by:

Sylvester Onwas

Sylvester E. Onwas, P.E.
District Traffic Engineer
Houston District

Attachments

CC: Roberto V. Lewis, MBA – Transportation Specialist IV, Houston District, TxDOT





P.O. BOX 1386, HOUSTON, TEXAS 77007-1386 | 713.802.5000 | WWW.TXDOT.GOV

December 18, 2023

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

RE: Request City Speed Zone Ordinance- FM 519 - Galveston County

Dear Mayor Johnson:

Our office has completed a Speed Zone Study along FM 519 within the city limits of Texas City.

Attached you will find Speed Zone Strip Map numbered 5702 C and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along FM 519. If you concur with the recommended zone, 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
Gaurang S. Pandit, P.E.
bc: Sylvester E. Onwas, P.E.
Roberto Lewis
Igor Ginzburg

OUR VALUES: People • Accountability • Trust • Honesty
OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer

Mailed 12/18/2023
Kme

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 CITY, 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 519 from the West city limit of the City of Texas City to the intersection of Grant Ave, a distance of approximately 0.431 miles, the speed limit shall be 45 MPH.

Along FM 519 from the intersection of Grant Ave. to 1895 feet west of the intersection of Loop 197, a distance of approximately 1.014 miles, the speed limit shall be 50 MPH.

Along FM 519 from the 1895 feet west of the intersection of Loop 197 to the intersection of Loop 197, a distance of approximately 0.359 miles, the speed limit shall be 45 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).

PASSED AND APPROVED THIS _____ day of _____, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

ORDINANCE NO. 2025-09

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 FM 519 AS RECOMMENDED BY TXDOT ON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION; PROVIDING A PENALTY NOT TO EXCEED \$1000.00 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 FM 519 from the west City limit of the City of Texas City to the intersection of Grant Ave. to 1895 feet west of the the intersection of Loop 197; 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 FM 519 from the west City limit of the City of Texas City to the intersection of Grant Ave., a distance of approximately 0.431 miles, the speed limit shall be 45 mph.

- (2) Along FM 519 from the intersection of Grant Ave. to 1895 feet west of the intersection of Loop 197, a distance of approximately 1.014 miles, the speed limit shall be 50 mph.
- (3) Along FM 519 from the 1895 feet west of the intersection of Loop 197 to the Intersection of Loop 197, a distance of approximately 0.359 miles, the speed limit shall be 45 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 a sum not more than One Thousands Dollars (\$1000.00).

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 2nd day of April 2025

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 _____ day of _____ 2025.

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 _____ day of _____ 2025.

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

(8) (c)

Meeting Date: 04/16/2025

City of Texas City Bioaugmentation Contract

Submitted For: Dj Hutchinson, Public Works

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

Approve a three (3) year proposal and three (3) additional one-year proposal extensions with IN-PIPE Technologies, LLC. Bioaugmentation Proposal. Funded with **Utilities Account No. 501703 52775 (Corrosion and Odor Control)**

BACKGROUND (Brief Summary)

This process has effectively been able to comply with the Sanitary Sewer Overflow Initiative entered into by the City of Texas with TCEQ to reduce sewer overflows by dosing the sanitary sewer system with chemical treatments at multiple locations city-wide. These treatments initiate the breakdown of solids along with the benefit of de-odorizing sanitary waste while making its lengthy voyage to the WWTP. This is a three-year contract **(April 2025 to April 2028) at the cost of \$21,000.00/ month for 36 months for the amount of \$774,000.00.**

The contract also allows for three one-year extensions:

EXT 1 (April 2028 to April 2029) at \$22,145.00/ month for 12 months for the amount of \$265,740.00.

EXT 2 (April 2029 to April 2030) at \$22,809.00/ month for 12 months for the amount of \$273,708.00.

EXT 3 (April 2030 to April 2031) at \$23,494.00/ month for 12 months for the amount of \$281,928.00.

A copy of the current contract, extensions, and the Sole Source letter are attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department that the Mayor and City Commission approve the Proposal 2025-WA by IN-PIPE LLC., dated March 19, 2025, for the next three years and to also include the three 12 month extensions for the dates and amounts shown in Exhibit A.

Fiscal Impact

Attachments

Exhibit A

Exhibit B



PROPOSAL TO:

City of Texas City
Bioaugmentation



Date: March 19, 2025

Proposal Number: 2025-WA152



March 19, 2025

Mr. Calvin Bremer
Wastewater Treatment Plant Superintendent
City of Texas City
1809 9th Avenue
Texas City, TX 77590

**Re: IN-PIPE Technology – Texas City
Renewal**

Dear Mr. Bremer,

On behalf of IN-PIPE Technology (IPT) we are pleased to submit our Quote to the City of Texas City for your consideration. This quotation keeps the price of our service the same for first three years and includes three (3) optional one-year extensions with nominal price increases.

Thank you for the opportunity to continue to serve the City. Should you have any questions, or if I can be of further assistance, please do not hesitate to call.

Sincerely,

Douglas G. Fagans
Chief Commercial Officer
630-509-2488 ext. 227

Introduction

Thank you allowing IN-PIPE Technology (IPT) the opportunity to present this quotation for renewal of our services utilizing our patented microbiological treatment to improve wastewater treatment operations. Please review this quotation in detail, if you have any questions, please do not hesitate to contact us.

Summary of Scope

- The supply, and installation of Microbial Dosing Units. These units remain the property of IPT.
- A monthly service of MDUs, including repair and parts replacement as required, as well as the supply of Bacteria required for continuous 24/7/365 dosing.



Because Efficiency Counts

Purchasing Quote

Proposal Number: **2025-WA152 Renewal for
April 2025-April 2028**
Date: March 18, 2025
Reference: Texas City, TX
Availability: 4-6 ARO
Validity: Proposal valid for 30 Days

To:
City of Texas City
1801 9th Avenue
Texas City, TX 77590
Phone: (863) 834-6571
E-mail: cbremer@texascitytx.gov
Attn: Calvin Bremer
Wastewater Treatment Superintendent

From:
In-Pipe Technology
725 N. Central Ave.
Wood Dale, IL 60191
Phone: (630) 509-2488
E-mail: dfagans@in-pipe.com
Attn: Douglas Fagans
Chief Commercial Officer

<u>Item</u>	<u>Qty</u>	<u>Item Code #</u>	<u>Description</u>	<u>Price</u>
1	36	IPT-S1	Monthly Service	\$21,500/month
Total for 12 Months				\$258,000/year
Total for all 36 Months				\$774,000



Purchasing Quote

Proposal Number: **2025-WA152 Renewal for
April 2025-April 2028**
Date: March 18, 2025
Reference: Texas City, TX
Availability: 4-6 ARO
Validity: Proposal valid for 30 Days

Terms

Refer to attached IPT standard Terms and Conditions.

Thank you for your consideration. We look forward to reviewing the proposal with you.

OFFERED BY:

IN-PIPE TECHNOLOGY

Douglas G. Fagans
Chief Commercial Officer

ACCEPTED BY:

City of Texas City

Signature: _____

Name & Title: _____

Date: _____

Purchase Order No: _____



1st Optional 1-year Extension

Year: **2025-WA152 Extension for
April 2028-April 2029**
Reference: Texas City, TX

To:
City of Texas City
1801 9th Avenue
Texas City, TX 77590
Phone: (863) 834-6571
E-mail: cbremer@texascitytx.gov
Attn: Calvin Bremer
Wastewater Treatment Superintendent

From:
In-Pipe Technology
725 N. Central Ave.
Wood Dale, IL 60191
Phone: (630) 509-2488
E-mail: dfagans@in-pipe.com
Attn: Douglas Fagans
Chief Commercial Officer

<u>Item</u>	<u>Qty</u>	<u>Item Code #</u>	<u>Description</u>	<u>Price</u>
1	12	IPT-S1	Monthly Service for 12 Months	\$22,145
TOTAL for all 12 Months				\$265,740

OFFERED BY:

IN-PIPE TECHNOLOGY COMPANY

Douglas G. Fagans
Chief Commercial Officer

ACCEPTED BY:

City of Texas City

Signature: _____

Name & Title: _____

Date: _____

Purchase Order No: _____



Because Efficiency Counts

2nd Optional 1-year Extension

Year:

2025-WA152 Extension for

April 2029-April 2030

Reference:

Texas City, TX

To:
City of Texas City
1801 9th Avenue
Texas City, TX 77590
Phone: (863) 834-6571
E-mail: cbremer@texascitytx.gov
Attn: Calvin Bremer
Wastewater Treatment Superintendent

From:
In-Pipe Technology
725 N. Central Ave.
Wood Dale, IL 60191
Phone: (630) 509-2488
E-mail: dfagans@in-pipe.com
Attn: Douglas Fagans
Chief Commercial Officer

<u>Item</u>	<u>Qty</u>	<u>Item Code #</u>	<u>Description</u>	<u>Price</u>
1	12	IPT-S1	Monthly Service for 12 Months	\$22,809
TOTAL for all 12 Months				\$273,708

OFFERED BY:

IN-PIPE TECHNOLOGY

Douglas G. Fagans
Chief Commercial Officer

ACCEPTED BY:

City of Texas City

Signature: _____

Name & Title: _____

Date: _____

Purchase Order No: _____



3rd Optional 1-year Extension

Year: **2025-WA152 Extension for
April 2030-April 2031**
Reference: Texas City, TX

To:
City of Texas City
1801 9th Avenue
Texas City, TX 77590
Phone: (863) 834-6571
E-mail: cbremer@texascitytx.gov
Attn: Calvin Bremer
Wastewater Treatment Superintendent

From:
In-Pipe Technology
725 N. Central Ave.
Wood Dale, IL 60191
Phone: (630) 509-2488
E-mail: dfagans@in-pipe.com
Attn: Douglas Fagans
Chief Commercial Officer

<u>Item</u>	<u>Qty</u>	<u>Item Code #</u>	<u>Description</u>	<u>Price</u>
1	12	IPT-S1	Monthly Service for 12 Months	\$23,494
TOTAL for all 12 Months				\$281,928

OFFERED BY:

IN-PIPE TECHNOLOGY

Douglas G. Fagans
Chief Commercial Officer

ACCEPTED BY:

City of Texas City

Signature: _____

Name & Title: _____

Date: _____

Purchase Order No: _____

March 25, 2025

Mr. Calvin Bremer
Wastewater Treatment Superintendent
City of Texas City
3901 Bay Street
Texas City, TX 77590

Dear Mr. Bremer,

This letter is to confirm that the proprietary collection system microbial dosing method used by In-Pipe Technology is a sole source service, provided exclusively by In-Pipe Technology. We are not aware of any other company that provides comprehensive, turn-key microbial dosing of the entire collection system in substantially the same manner. This service must be purchased directly by the City from In-Pipe Technology. There are no agents or dealers authorized to resell this service in the State of Texas.

We are not aware of any similar or like service available to the City of Texas City that would serve the same purpose or function.

If you desire additional information, don't hesitate to contact me at (630) 509-2488 at any time or visit our website at www.in-pipe.com. Thank you for your interest in our products and services.

Sincerely,



Douglas G Fagans
Chief Commercial Officer
630-509-2488

CITY COMMISSION REGULAR MTG

(8) (d)

Meeting Date: 04/16/2025

Ordinance No. 2025-10 to correct a spelling error by renaming Harbour Point Drive to Harbor Drive to Harbor Point Drive

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Curt Kelly, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on Ordinance No. 2025-10 to correct a spelling error by renaming Harbour Point Drive to **Harbor Point Drive** from a point east of Golden Isle Drive to a point west of Mariner Island Drive in Lago Mar Pod 2 Section 1

BACKGROUND (Brief Summary)

The final plat for Lago Mar Pod 2, Section 1 was recorded with the Galveston County Clerk's Office on August 7, 2023, Document No. 2023042847 with an error in the spelling of a street name.

A section of the street east of Golden Isle Drive and west of Mariner Island Drive shows the street name incorrectly spelled as Harbour Point Drive. The street name should be spelled as **Harbor Point Drive**.

RECOMMENDATION

That the spelling of the street name be corrected and street name changed to **Harbor Point Drive**.

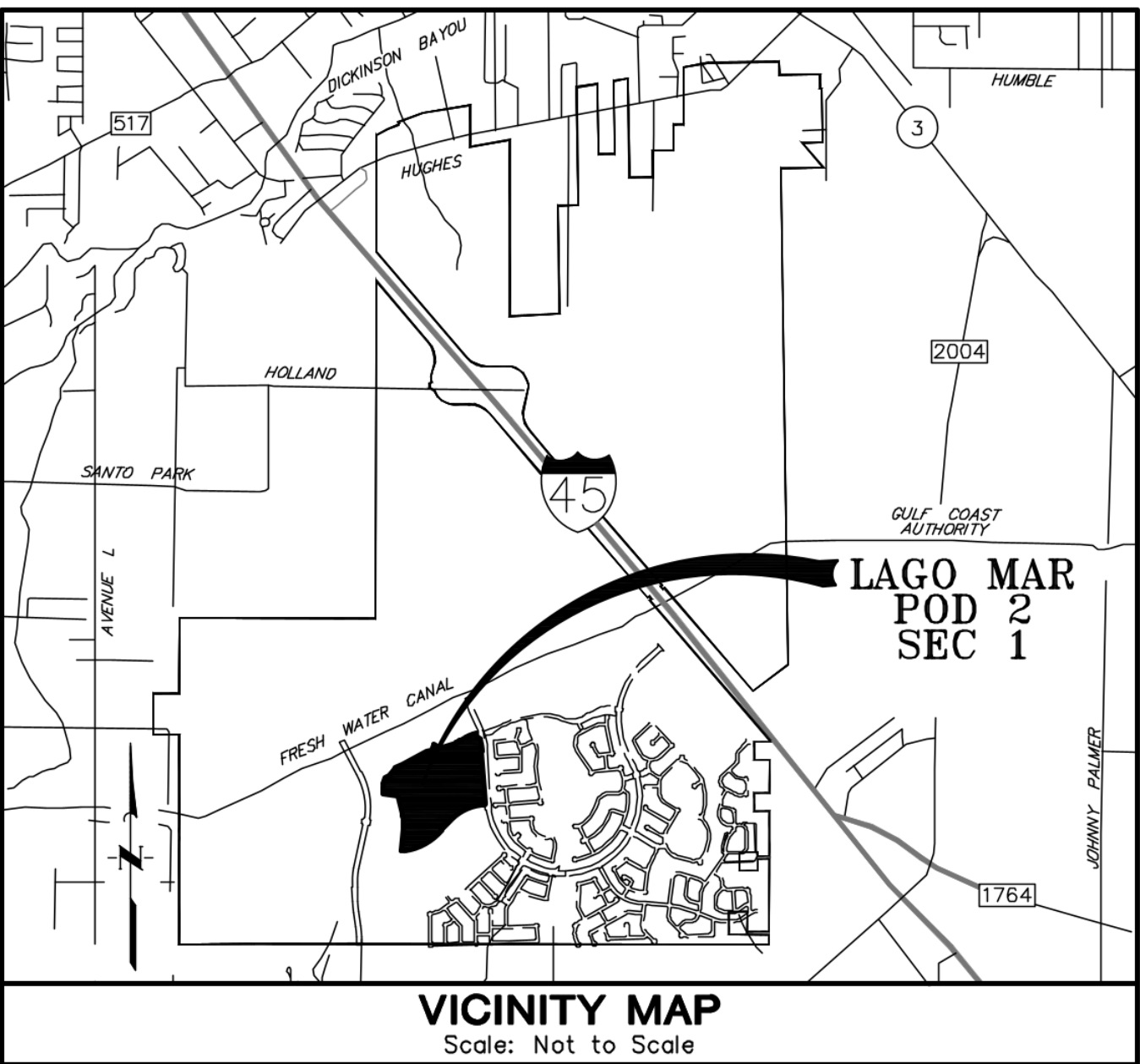
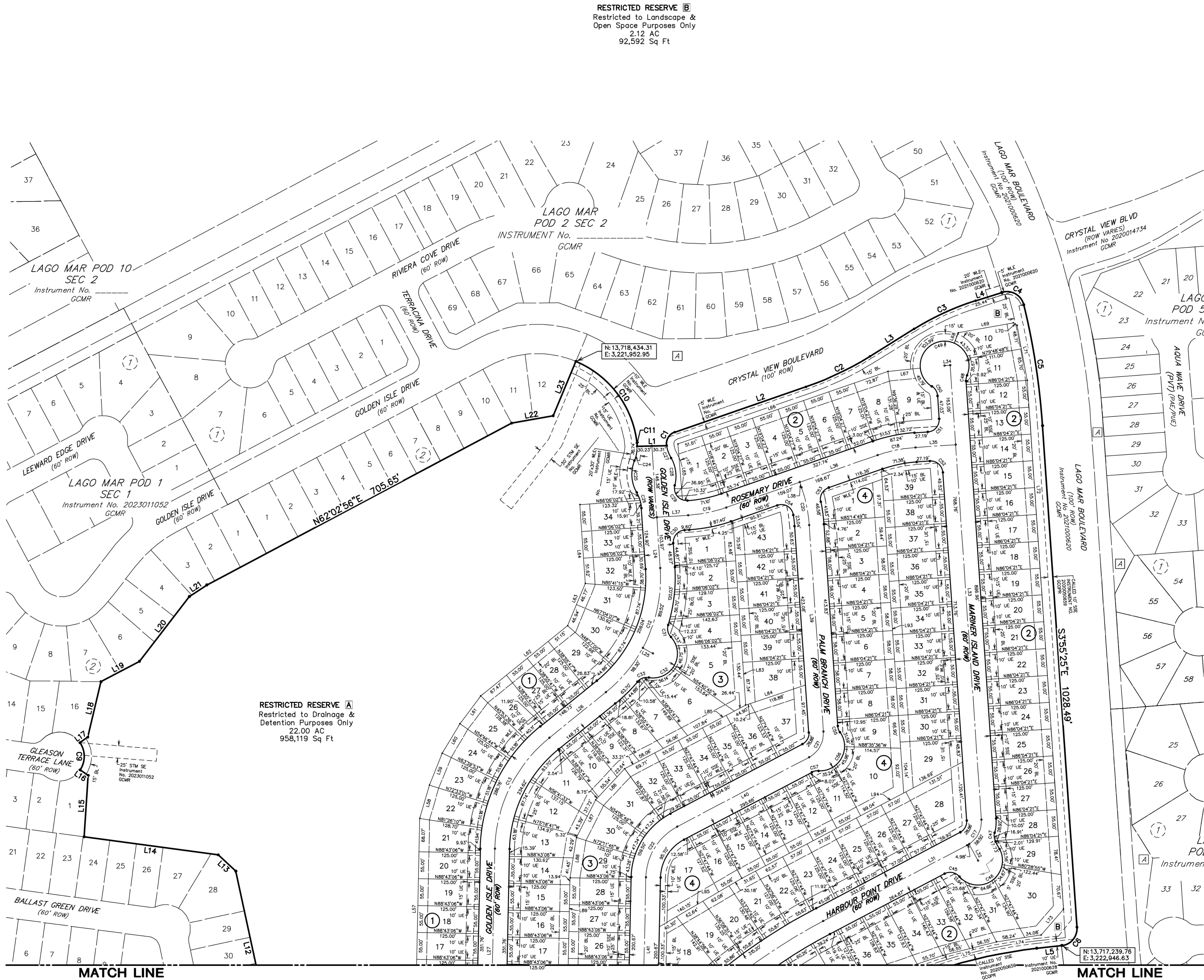
Fiscal Impact

Attachments

Plat_Pod 2 Sec 1-Public Streets

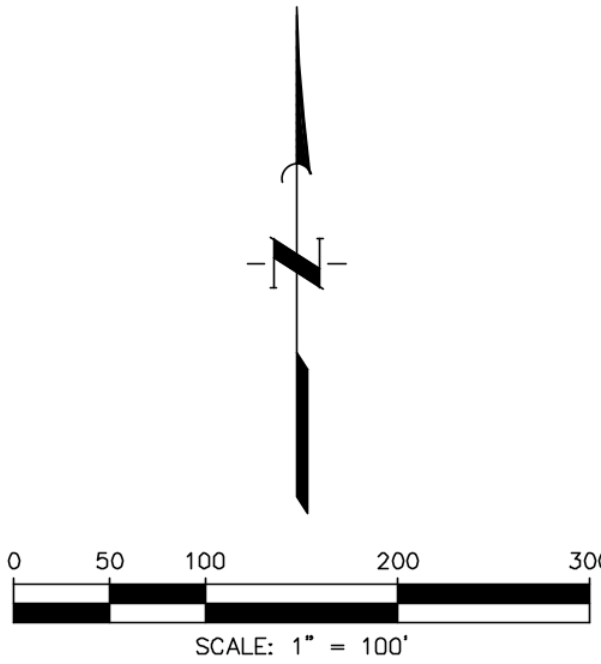
Ordinance

Resolution



- General Notes:
- AC "Acres"
 - BL "Building Line"
 - CF "Clerk's File"
 - Emt "Easement"
 - FF "Found 3/4-inch Iron Rod (With Cap Stamped 'Jones/Carter Property Corner')"
 - GCCR "Galveston County Deed Records"
 - GCMR "Galveston County Map Records"
 - GCOPR "Galveston County Official Public Records"
 - No "Number"
 - ROW "Right-of-Way"
 - SSE "Sanitary Sewer Easement"
 - Sq Ft "Square Feet"
 - Stm SE "Storm Sewer Easement"
 - UE "Utility Easement"
 - Vol . . Pg "Volume and Page"
 - WLE "Waterline Easement"
 - ① "Block Number"
 - Set 3/4-inch Iron Rod (With Cap Stamped "Quiddity Eng. Property Corner")
 - "Street Name Break"

- Each lot is restricted to single-family residential uses only.
- Each lot shall provide a minimum of two off-site parking spaces per unit. In those instances where a secondary unit is provided only one additional space shall be provided.
- The lots in this subdivision are governed by a Homeowners Association requiring the payments of fees. Failure to pay such fees subjects you to attachment of a lien on your property by the association.
- As of the date of the survey, according to the FEMA Map No. 4816702240C, dated August 15, 2019 the subject tract is situated within unshaded Zone X as areas determined to be outside the 0.2% annual chance flood.
- The coordinates shown hereon are Texas Coordinate System of 1983, South Central Zone No. 4204, and may be converted by applying the combined scale factor 0.99986706.
- All bearings shown hereon are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations. All distances are surface values.
- 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.
- All of the property subdivided in the foregoing plot is within the incorporated boundaries of the City of Texas City, Texas.
- All lots will have a 5 ft Utility Easement (UE) for all above ground facilities adjacent to each side lot line. Above ground facilities to include electrical, gas, cable, water, and sanitary.
- A one-foot reserve (1' reserve) has been dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the title fee thereto shall revert to and revert in the dedicator, his heirs, assigns or successors.




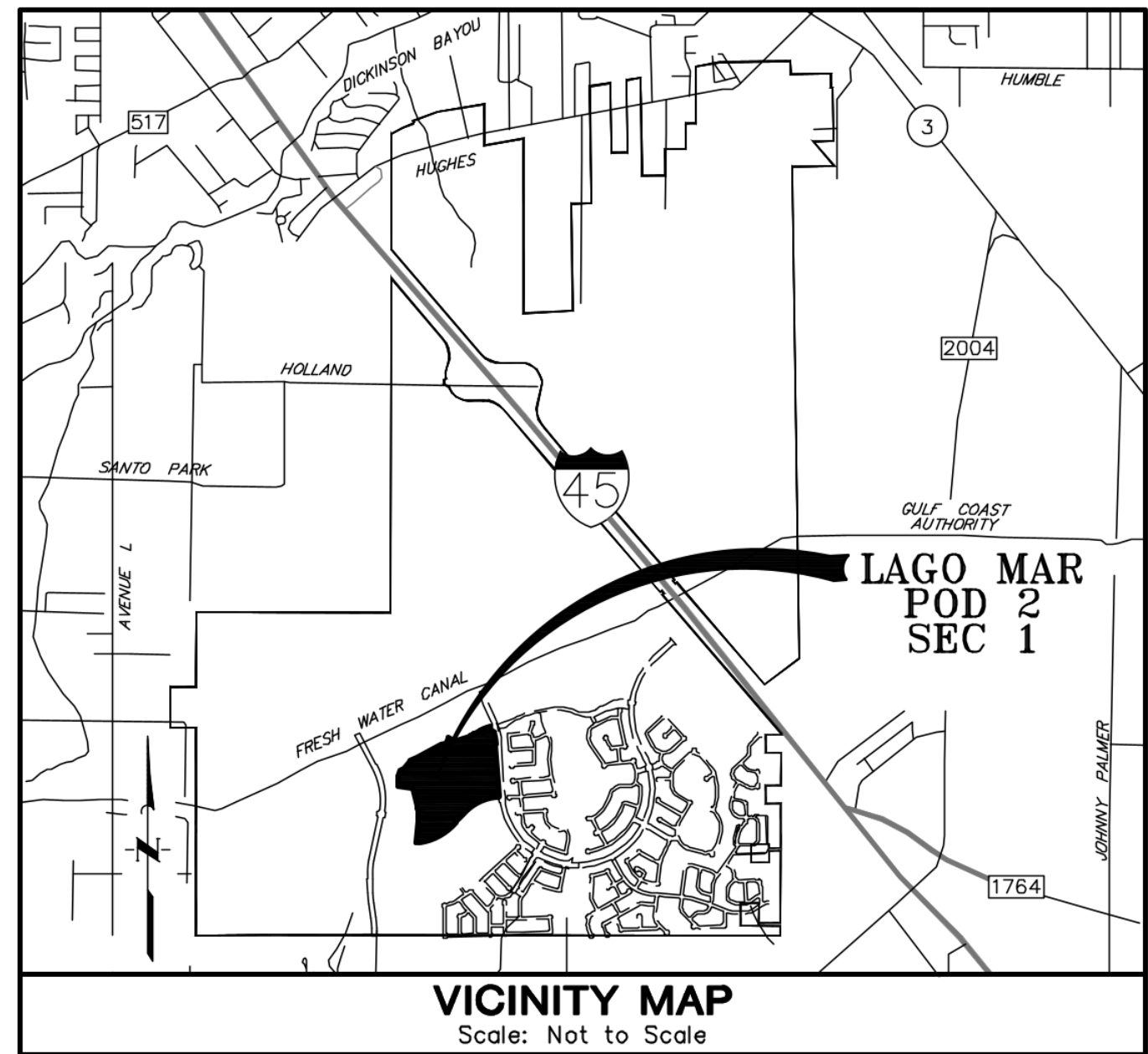
LAGO MAR

POD 2 SEC 1

A SUBDIVISION OF 61.77 ACRES OF LAND
OUT OF THE
ALEXANDER FARMER LEAGUE, A-11
TEXAS CITY, GALVESTON COUNTY, TEXAS
163 LOTS 2 RESERVES 4 BLOCKS
JUNE 2023

OWNER
ASTRO LAGO MAR LP
a Delaware limited partnership
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713) 783-6702

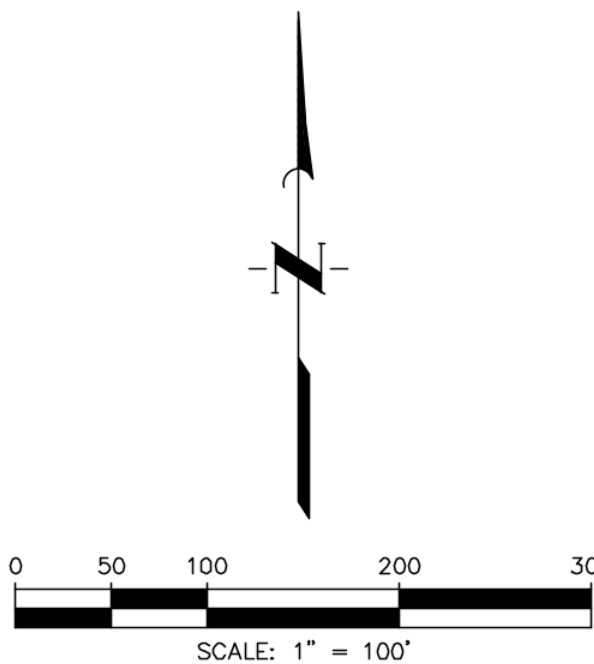
ENGINEER/SURVEYOR/PLANNER:
 **QUIDDITY**
6330 West Loop South, Suite 500 • Bellaire, TX 77401 • (713) 777-5337



AC	.....	"Acres"
BL	.....	"Building Line"
CF	.....	"Clerk's File"
Emst	.....	"Easement"
	.....	"Found 3/4-inch Iron Rod (With Cap Stamped "Jones[Carter Property Corner]")"
GCDR	.....	"Galveston County Deed Records"
GCMR	.....	"Galveston County Map Records"
GCOPR	.....	"Galveston County Official Public Records"
No	.....	"Number"
ROW	.....	"Right-of-Way"
SSE	.....	"Sanitary Sewer Easement"
Sq Ft	.....	"Square Feet"
Stm SE	.....	"Storm Sewer Easement"
UE	.....	"Utility Easement"
Vol	..... Pg	"Volume and Page"
WE	.....	"Waterline Easement"
①	.....	"Block Number"
●	.....	"Set 3/4-inch Iron Rod (With Cap Stamped "Quiddity Eng. Property Corner)"
●	.....	"Street Name Break"

- (2) Each lot is restricted to single-family residential uses only.
- (3) Each lot shall provide a minimum of two off-site parking spaces per unit. In those instances where a secondary parking lot is provided only one additional parking space shall be provided.
- (4) The lots in this subdivision are governed by a Homeowners Association requiring the payments of fees. Failure to pay such fees subjects you to attachment of a lien on your property by the association.
- (5) As of the date of the survey, according to the FEMA map No. 48167C0240C, dated August 15, 2019 the subject property is situated within the 100 year flood zone. The subject property is outside the 1.25% annual chance flood zone.
- (6) The coordinates shown herein are Texas Coordinate System 1983, South Central Zone No. 4204, and may be converted by applying the combined scale factor 0.99986706.
- (7) All bearings shown herein are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations. All distances are as measured.
- (8) 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.
- (9) Use of the property subdivided in the foregoing plat is within the incorporated boundaries of the City of Texas City, Texas.
- (10) All lots will have a 5 ft Utility Easement (UE) for all above ground facilities adjacent to each side lot line. Above ground facilities to include electrical, gas, cable, water, and sanitary.
- (11) The 100 year flood zone is shown on the FEMA map No. 48167C0240C, dated August 15, 2019. The flood zone is shown at or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall revert to the donor of the dedication for the purposes and the title fee thereto shall revert to the donor of the dedication and the interest in the dedication, his heirs, assigns or successors.

Curve Table						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C31	25.00'	59°38'13"	26.02'	S12°52'38"E	24.86'	14.33'
C32	50.00'	142°20'37"	124.22'	N28°28'34"E	94.65'	146.64'
C33	25.00'	59°38'13"	26.02'	S69°49'46"W	24.86'	14.33'
C34	25.00'	89°58'11"	39.26'	N86°08'21"E	35.35'	24.99'
C35	25.00'	94°35'08"	41.27'	N01°34'59"W	36.74'	27.09'
C36	25.00'	59°12'15"	25.83'	N87°52'09"E	24.70'	14.20'
C37	50.00'	258°21'16"	225.46'	S11°42'21"E	77.52'	61.36'
C38	25.00'	21°18'48"	9.30'	S49°46'25"W	9.25'	4.70'
C39	25.00'	85°53'37"	37.48'	S88°10'39"W	34.07'	23.27'
C40	35.00'	94°17'06"	57.60'	N01°44'00"W	51.31'	37.00'
C41	35.00'	90°00'00"	54.98'	N86°07'27"E	49.50'	35.72'
C42	25.00'	90°01'49"	39.28'	S03°51'39"E	35.36'	25.00'
C43	25.00'	87°29'18"	38.17'	N01°14'44"W	34.57'	23.93'
C44	25.00'	87°29'18"	38.17'	S88°44'02"E	34.57'	23.93'
C45	25.00'	77°06'05"	33.64'	N79°14'41"W	31.16'	19.92'
C46	50.00'	167°06'05"	145.82'	N55°45'19"E	99.37'	442.34'
C47	25.00'	43°21'40"	18.92'	S06°06'54"E	18.47'	9.94'
C48	25.00'	27°41'41"	12.08'	S09°55'12"W	11.97'	6.16'
C49	50.00'	262°09'27"	228.78'	S72°41'19"W	75.38'	57.36'
C50	25.00'	54°27'34"	23.76'	N31°09'32"W	22.88'	12.87'
C51	25.00'	90°00'00"	39.27'	N41°04'21"E	35.36'	25.00'
C52	25.00'	90°00'00"	39.27'	N48°55'39"W	35.36'	25.00'
C53	25.00'	82°58'28"	36.19'	S29°27'19"W	33.11'	22.10'
C54	25.00'	100°15'26"	43.75'	N58°56'44"W	38.37'	29.93'
C55	25.00'	31°33'32"	13.77'	S19°42'25"E	13.60'	7.06'
C56	50.00'	129°15'00"	112.79'	N29°08'19"E	90.35'	105.42'
C57	25.00'	31°33'32"	13.77'	S77°59'02"W	13.60'	7.06'




LAGO MAR
POD 2 SEC 1

**A SUBDIVISION OF 61.77 ACRES OF LAND
OUT OF THE
ALEXANDER FARMER LEAGUE, A-11**

TEXAS CITY, GALVESTON COUNTY, TEXAS

163 LOTS 2 RESERVES 4 BLOCKS
JUNE 2023

OWNER
ASTRO LAGO MAR LP
a Delaware limited partnership
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713) 783-6702

ENGINEER/SURVEYOR/PLANNER:
 **QUIDDITY**
 Texas Board of Professional Engineers and Land Surveyors Registration No. E-21200 & 10046100
 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337
 SHEET 2 OF 3

STATE OF TEXAS §
COUNTY OF GALVESTON §
That ASTRO LAGO MAR LP, a Delaware limited partnership, by Astro Lago Mar GP LLC a Delaware limited liability company, its General Partner, by Melanie Ohi, Authorized Signer, acting herein by and through their duly authorized officers, does hereby adopt this plat designating the herein above described property as LAGO MAR POD 2 SEC 1, 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 plot. 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.
ASTRO LAGO MAR LP, a Delaware limited partnership does hereby bind themselves, 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 _____, 2023.

ASTRO LAGO MAR LP
a Delaware limited partnership
By: Astro Lago Mar GP LLC
a Delaware limited liability company
its General Partner
By: Melanie Ohi, Authorized Signer

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the said County and State on this day personally appeared Melanie Ohi, Authorized Signer of Astro Lago Mar GP LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2023.

Notary Public in and for the State of Texas

Print Name

My commission expires: _____

On the _____, day of _____, 2023, this plat was duly approved by the Planning Board of the City of Texas City.

Signed: _____
Secretary of the City of Texas City Planning Board

Signed: _____
Chairman of the City of Texas City Planning Board

It is understood that if the final plans for LAGO MAR POD 2 SEC 1 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.

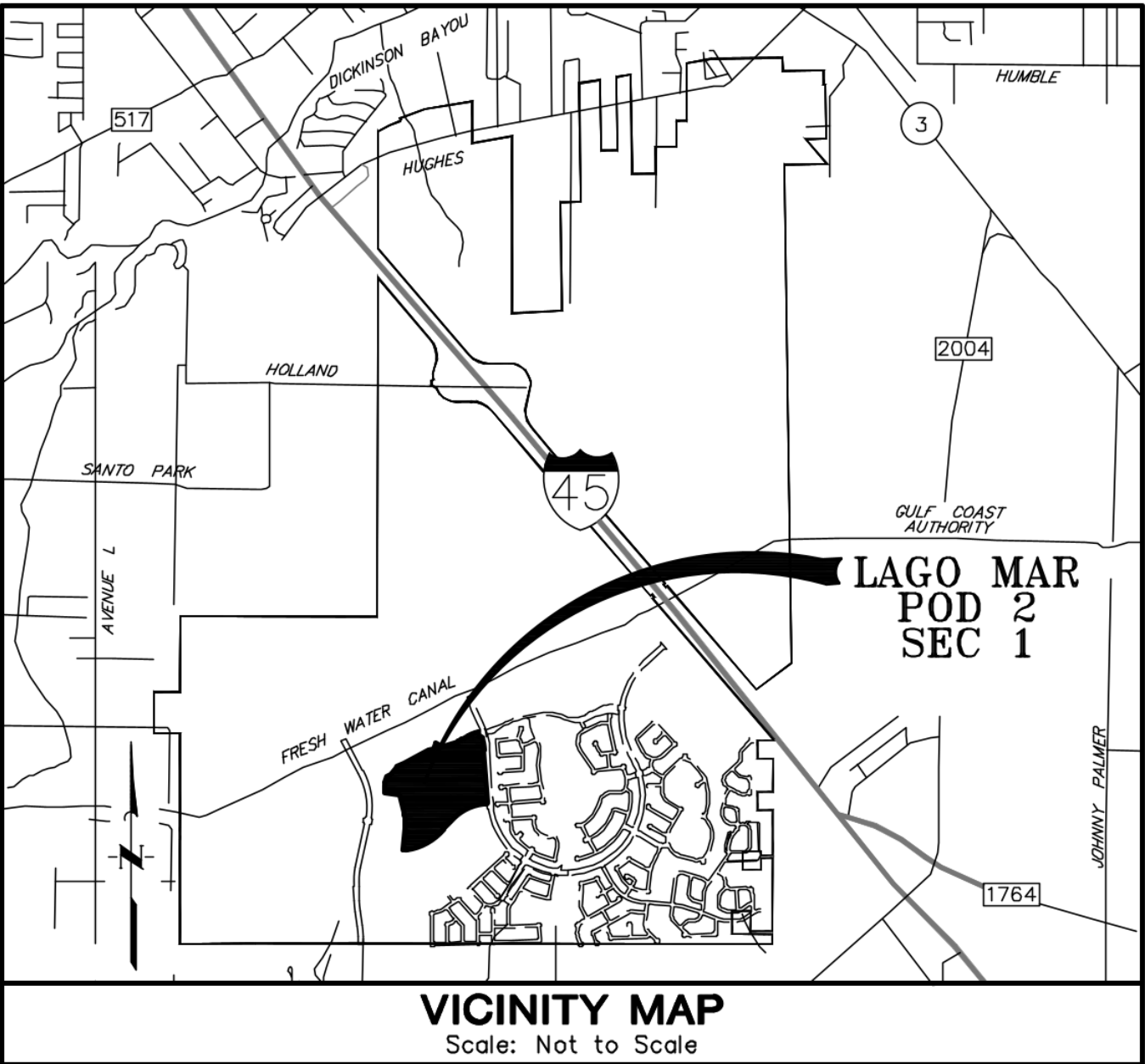
ASTRO LAGO MAR LP,
a Delaware limited partnership
By: Astro Lago Mar GP LLC
a Delaware limited liability company
its General Partner
By: Melanie Ohi, Authorized Signer

Witnesses:

On the _____ of _____, 2023.

This is to certify that all improvements to LAGO MAR POD 2 SEC 1 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, Galveston County Texas, do hereby certify that the written instrument was filed for record in my office on _____, 20____, at _____ O'clock, _____m, and duly recorded on _____, 20____, at _____ O'clock, _____m, in Instrument # _____, Galveston County Map Records.
Witness my hand and seal of office, at Galveston County, Texas the day and date last above written.

Dwight D. Sullivan
Galveston County, Texas

By _____ Deputy


LAGO MAR POD 2 SEC 1

A SUBDIVISION OF 61.77 ACRES OF LAND
OUT OF THE
ALEXANDER FARMER LEAGUE, A-11

TEXAS CITY, GALVESTON COUNTY, TEXAS

163 LOTS 2 RESERVES 4 BLOCKS
JUNE 2023

OWNER
ASTRO LAGO MAR LP
a Delaware limited partnership
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713) 783-6702

ENGINEER/SURVEYOR/PLANNER:
 **QUIDDITY**
The Board of Professional Engineers in Texas is hereby certified that the undersigned is a duly licensed Professional Engineer in the State of Texas, License No. 13775337.
6330 West Loop South, Suite 500 • Bellaire, TX 77401 • (713) 777-5337

SHEET 3 OF 3

KNOWN ALL MEN BY THESE PRESENTS: I, the undersigned Martin G. Hicks, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correctly made under my supervision and in compliance with City and State survey regulations and laws and made on the ground and that the corner monuments were properly placed under my supervision.

Martin G. Hicks
Registered Professional Land Surveyor
Texas Registration No. 4387

ORDINANCE NO. 2025-10

AN ORDINANCE CORRECTING A SPELLING ERROR BY RENAMING HARBOUR POINT DRIVE TO HARBOR POINT DRIVE FROM A POINT EAST OF GOLDEN ISLE DRIVE TO A POINT WEST OF MARINER ISLAND DRIVE IN LAGO MAR POD 2 SECTION 1; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the final plat for Lago Mar Pod 2, Section 1 was recorded with the Galveston County Clerk's Office on August 7, 2023, Document No. 2023042847 with an error in the spelling of a street name; and

WHEREAS, a section of the street east of Golden Isle Drive and west of Mariner Island Drive shows the street name incorrectly spelled as Harbour Point Drive. The street name should be spelled Harbor Point Drive.

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 renaming Harbour Point Drive to Harbor Point Drive from a point east of Golden Isle Drive to a point west of Mariner Island Drive in Lago Mar Pod 2 Section 1.

SECTION 2: 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 3: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of the City Commission.

SECTION 4: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 16th day of April 2025.

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

ATTEST:

Rhomari D. Leigh
City Secretary

APPROVED AS TO FORM:

Kyle L. Dickson
City Attorney

RESOLUTION NO. 2025-039

A RESOLUTION APPROVING A THREE (3) YEAR PROPOSAL AND THREE (3) ADDITIONAL ONE-YEAR PROPOSAL EXTENSIONS WITH IN-PIPE TECHNOLOGIES, LLC. BIOAUGMENTATION PROPOSAL; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, this process has effectively been able to comply with the Sanitary Sewer Overflow Initiative entered into by the City of Texas with TCEQ to reduce sewer overflows by dosing the sanitary sewer system with chemical treatments at multiple locations city-wide; and

WHEREAS, these treatments initiate the breakdown of solids along with the benefit of de-odorizing sanitary waste while making its lengthy voyage to the WWTP.

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

SECTION 1: That the City Commission hereby approves a three (3) year proposal and three (3) additional one-year proposal extensions with IN-PIPE Technologies, LLC. Bioaugmentation Proposal.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with IN-PIPE Technologies, LLC. for the price bid in **Exhibit “A”**, as attached hereto and incorporated herein 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 16th day of April 2025.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (e)

Meeting Date: 04/16/2025

Contract Award for 19th Avenue/16th Street Culvert Replacement

Submitted For: Dj Hutchinson, Public Works

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

The Public Works Department is seeking approval for the City of Texas City to enter into contract with Lucas Construction Inc. for the 19th Avenue/16th Street Culvert Replacement Project. This project is being funded with grant money from the American Rescue Plan Act.

BACKGROUND (Brief Summary)

On March 19, 2025, the City of Texas City received five (5) bids for this project. This project involves the removal and replacement of the existing culvert crossing on 19th Avenue at 16th Street that is showing signs of failure. ARKK performed a review of the qualifications of the lowest three bidders. The lowest price for the project was provided by the firm *Wilson Building Services for the amount of \$747,024.00*. Upon further research of their experience and qualifications in regard to bridge construction, this firm, in ARKK's opinion, did not meet the minimum qualifications required to successfully complete the work identified for this project. ARKK's recommendation was to go with the next lowest bidder, *Lucas Construction Company, Inc., in the amount of \$797,926.00*, since they have successfully completed projects that are similar in scope and size to this project, as is required by the bid documents. Lucas Construction Company, Inc. has previously completed several projects for municipalities in Galveston County, including the recently completed paving improvements in Texas City that include Brown Drive, West Annex Facility Parking Lot, Biosphere Parking Lots, and the Texas City Fire Station No. 4 Access Road Project. The work related to these projects was completed in a timely manner and to the City's satisfaction.

For more information, please see the attached Letter of Recommendation and Bid Tabulation

RECOMMENDATION

The Public Works Department and ARKK Engineers recommend that the Mayor and City Commission approve awarding this project to Lucas Construction, Inc. for the reasons previously stated.

Fiscal Impact

Attachments

Letter of Recommendation

Bid Tab

Resolution



April 4, 2025

Mr. Jack Haralson
Director of Public Works
City of Texas City
7800 Emmett F. Lowry Expressway
Texas City, Texas 77591

Re: **Letter of Recommendation for 19th Avenue & 16th Street Culvert Replacement Project
BID #2025-476**
City of Texas City
ARKK Job No. 24-046

Dear Mr. Haralson:

On March 19, 2025, the City of Texas City received five (5) bids for the above referenced project. This project involves the removal and replacement of the existing culvert crossing on 19th Avenue at 16th Street, installation of four (4) 50 linear feet 9' x 5' reinforced concrete boxes with a 46' x 5' junction box, approximately 500 SY of concrete roadway replacement with cement stabilized sand subgrade, installation of new headwalls, wingwalls, water line adjustments, and approximately 250 SY of channel lining and slope paving.

ARKK performed a review of the qualifications of the lowest three bidders. The lowest price for the project was provided by the firm Wilson Building Services, Inc. Upon our research of their experience and qualifications with regards to bridge construction, this firm in our opinion did not meet the minimum qualifications required to successfully complete the work identified for this project. Therefore, we recommend that the City of Texas City award the bid to the next lowest bidder, **Lucas Construction Company, Inc.** The bids received for this project are as follows:

<u>BIDDER</u>	<u>TOTAL AMOUNT</u>
<i>WILSON BUILDING SERVICES, INC.</i>	<i>\$747,024.00</i>
LUCAS CONSTRUCTION COMPANY, INC.	\$797,926.00
CARTER CONSTRUCTION, LLC.	\$860,406.00
MAR-CON SERVICES, LLC.	\$874,694.70
NERIE CONSTRUCTION, LLC.	\$1,141,073.00

Lucas Construction, Inc., provided a list of qualifications for this project. ARKK's staff reviewed the list of qualifications and determined that this firm has successfully completed projects that are similar in scope and size to this project, as is required by the bid documents. Lucas Construction Company, Inc. has previously completed several projects for municipalities in Galveston County including the recently completed paving improvements in Texas City that include; Brown Drive, West Annex Facility Parking Lot, Biosphere Parking Lots, and the Texas City Fire Station No. 4 Access Road Project. The work related to these projects was completed in a timely manner and to the City's satisfaction.

Based on the above, **Lucas Construction Company, Inc.**, appears to be a responsible firm that can perform the specified work in a satisfactory manner. We recommend that the City of Texas City award the **19th Avenue & 16th Street Culvert Replacement Project to Lucas Construction Company, Inc. for a total amount of \$797,926.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.

Senior Project Manager

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER		LUCAS CONSTRUCTION COMPANY, INC.		CARTER CONSTRUCTION, LLC.		MAR-CON SERVICES, LLC.		NERIE CONSTRUCTION, LLC.	
				WILSON BUILDING SERVICES, INC.									
(A) GENERAL ITEMS:													
1	Mobilization (Not to Exceed 3% of Total Bid), Complete in Place, the Sum of:	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 23,000.00	\$ 23,000.00	\$ 45,000.00	\$ 45,000.00	\$ 23,363.40	\$ 23,363.40	\$ 36,000.00	\$ 36,000.00
2	Miscellaneous Allowance for use by City for General Construction Items as directed by the Engineer:	AL	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3	Materials Testing Allowance, as Directed by the Engineer:	AL	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
4	Traffic Control and Regulation for Bay Street Bridge, Complete in Place, the Sum of:	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 68,097.30	\$ 68,097.30	\$ 25,000.00	\$ 25,000.00
5	Critical Locates, Utilities & Pipelines, Including Hydro-Excavation, Complete in Place, the Sum of:	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,800.00	\$ 2,800.00	\$ 7,289.90	\$ 7,289.90	\$ 15,000.00	\$ 15,000.00
6	Storm Water Flow Diversion, Including the use of Cofferdams or Weir Walls and Temporary Drain Pipe or Pumping System, Complete in Place, the Sum of:	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 28,264.10	\$ 28,264.10	\$ 45,000.00	\$ 45,000.00
7	Site Restoration, Including Solid Block Sodding, Complete in Place, the Sum of:	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 2,760.00	\$ 2,760.00	\$ 15,000.00	\$ 15,000.00
8	Reinforced Filter Fabric Fence, Complete in Place, the Sum of:	LF	170	\$ 3.00	\$ 510.00	\$ 5.00	\$ 850.00	\$ 3.00	\$ 510.00	\$ 5.60	\$ 952.00	\$ 10.00	\$ 1,700.00
9	Inlet Protection Barrier for Erosion Control, Complete in Place, the Sum of:	EA	4	\$ 50.00	\$ 200.00	\$ 200.00	\$ 800.00	\$ 175.00	\$ 700.00	\$ 115.00	\$ 460.00	\$ 80.00	\$ 320.00
10	Rock Berm Dam, Complete in Place, the Sum of:	EA	1	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,003.00	\$ 6,003.00	\$ 9,500.00	\$ 9,500.00
11	Remove and Dispose Existing Wood Fence, Complete in Place, the Sum of:	LF	122	\$ 15.00	\$ 1,830.00	\$ 10.00	\$ 1,220.00	\$ 5.00	\$ 610.00	\$ 13.80	\$ 1,683.60	\$ 20.00	\$ 2,440.00
12	1-1/2" Steel Pedestrian Handrail (Galvanized) per Details, complete in place the sum of:	LF	67	\$ 150.00	\$ 10,050.00	\$ 150.00	\$ 10,050.00	\$ 125.00	\$ 8,375.00	\$ 103.60	\$ 6,941.20	\$ 200.00	\$ 13,400.00
13	Type I Reflective Pavement Markings, (Thermoplastic, per TxDOT Item 666), Double Solid Divider Line, 4" Yellow, Including Surface Preparation and Priming , Complete in Place, the Sum of:	LF	82	\$ 3.00	\$ 246.00	\$ 3.00	\$ 246.00	\$ 5.00	\$ 410.00	\$ 4.70	\$ 385.40	\$ 10.00	\$ 820.00
14	Type I Reflective Pavement Markings, (Thermoplastic, per TxDOT Item 666), Solid, 6" White, Including Surface Preparation and Priming , Complete in Place, the Sum of:	LF	164	\$ 3.00	\$ 492.00	\$ 6.00	\$ 984.00	\$ 3.00	\$ 492.00	\$ 4.60	\$ 754.40	\$ 12.00	\$ 1,968.00
15	Type I Reflective Pavement Markings, (Thermoplastic, per TxDOT Item 666), Solid, 24" White, Including Surface Preparation and Priming , Complete in Place, the Sum of:	LF	18	\$ 12.00	\$ 216.00	\$ 30.00	\$ 540.00	\$ 18.00	\$ 324.00	\$ 21.30	\$ 383.40	\$ 265.00	\$ 4,770.00
16	Project Identification Sign, Complete in Place, the Sum of:	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,400.00	\$ 1,400.00	\$ 1,495.00	\$ 1,495.00	\$ 5,000.00	\$ 5,000.00
SUB-TOTAL (A) GENERAL ITEMS:				\$ 135,044.00		\$ 119,690.00		\$ 124,121.00		\$ 188,832.70		\$ 215,918.00	
(B) 19TH AVENUE & 16TH STREET CULVERT CROSSING ITEMS:													
17	Remove and Dispose Existing Cast-In-Place Culvert Crossing, Complete in Place, the Sum of:	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00	\$ 36,000.00	\$ 36,000.00	\$ 34,410.30	\$ 34,410.30	\$ 25,000.00	\$ 25,000.00
18	Remove and Dispose Existing Concrete Pavement Roadway, Including Base Material, Complete in Place, the Sum of:	SY	490	\$ 15.00	\$ 7,350.00	\$ 15.00	\$ 7,350.00	\$ 12.00	\$ 5,880.00	\$ 7.50	\$ 3,675.00	\$ 45.00	\$ 22,050.00
19	Remove Existing Channel Lining, Complete in Place, the Sum of:	SY	250	\$ 20.00	\$ 5,000.00	\$ 20.00	\$ 5,000.00	\$ 12.00	\$ 3,000.00	\$ 23.30	\$ 5,825.00	\$ 25.00	\$ 6,250.00
20	Remove Existing Slope Paving, Complete in Place, the Sum of:	SY	100	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 12.00	\$ 1,200.00	\$ 15.20	\$ 1,520.00	\$ 20.00	\$ 2,000.00
21	Cement Stabilized Sand Subgrade (8"), Complete in Place, the Sum of:	SY	540	\$ 20.00	\$ 10,800.00	\$ 35.00	\$ 18,900.00	\$ 18.00	\$ 9,720.00	\$ 22.60	\$ 12,204.00	\$ 35.00	\$ 18,900.00
22	Reinforced Concrete Pavement (6"), Complete in Place, the Sum of:	SY	490	\$ 75.00	\$ 36,750.00	\$ 70.00	\$ 34,300.00	\$ 135.00	\$ 66,150.00	\$ 68.60	\$ 33,614.00	\$ 110.00	\$ 53,900.00
23	Concrete Channel Lining, 5" Thick Bottom Slab, Complete in Place, the Sum of:	SY	250	\$ 125.00	\$ 31,250.00	\$ 100.00	\$ 25,000.00	\$ 125.00	\$ 31,250.00	\$ 124.00	\$ 31,000.00	\$ 110.00	\$ 27,500.00
24	5" Concrete Slope Paving, Complete in Place, the Sum of:	SY	125	\$ 125.00	\$ 15,625.00	\$ 100.00	\$ 12,500.00	\$ 125.00	\$ 15,625.00	\$ 107.50	\$ 13,437.50	\$ 125.00	\$ 15,625.00
25	Concrete Curb (6"), Complete in Place, the Sum of:	LF	225	\$ 5.00	\$ 1,125.00	\$ 6.00	\$ 1,350.00	\$ 10.00	\$ 2,250.00	\$ 7.40	\$ 1,665.00	\$ 45.00	\$ 10,125.00
26	Reinforced Concrete Sidewalk (4"), Complete in Place, the Sum of:	SY	90	\$ 75.00	\$ 6,750.00	\$ 90.00	\$ 8,100.00	\$ 95.00	\$ 8,550.00	\$ 72.50	\$ 6,525.00	\$ 95.00	\$ 8,550.00
27	Wheelchair Ramps per ADA Requirements, Includes Removal of Existing Ramp, Complete in Place , the Sum of:	EA	2	\$ 4,500.00	\$ 9,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,800.00	\$ 3,600.00	\$ 1,360.90	\$ 2,721.80	\$ 2,500.00	\$ 5,000.00
28	(6" to 1') Concrete Retaining Wall on Proposed Sidewalk per Details, Complete in Place, the Sum of:	LF	122	\$ 50.00	\$ 6,100.00	\$ 58.00	\$ 7,076.00	\$ 150.00	\$ 18,300.00	\$ 56.70	\$ 6,917.40	\$ 220.00	\$ 26,840.00
29	Concrete Paving Header at Existing Concrete Pavement, Complete in Place, the Sum of:	LF	130	\$ 10.00	\$ 1,300.00	\$ 10.00	\$ 1,300.00	\$ 21.00	\$ 2,730.00	\$ 18.40	\$ 2,392.00	\$ 55.00	\$ 7,150.00
30	Seal Slab, 4" Thick Unreinforced Concrete, Complete in Place, the Sum of:	SY	600	\$ 35.00	\$ 21,000.00	\$ 60.00	\$ 36,000.00	\$ 54.00	\$ 32,400.00	\$ 28.10	\$ 16,860.00	\$ 75.00	\$ 45,000.00
31	Concrete Headwall for the 9'x5' Box Culverts Crossing, Complete in Place, the Sum of:	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 54,000.00	\$ 54,000.00	\$ 50,211.10	\$ 50,211.10	\$ 10,000.00	\$ 10,000.00
32	Remove and Replace Concrete Headwall, Located Northwest of the Culverts Crossing, Including 36" to 42" RCP Outfall Connections, Complete in Place, the Sum of:	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 16,000.00	\$ 16,000.00	\$ 23,000.00	\$ 23,000.00	\$ 19,673.80	\$ 19,673.80	\$ 35,000.00	\$ 35,000.00
33	Remove and Replace Concrete Wingwall, Located Northeast of the Culverts Crossing, Including Connection to 36" RCP Outfall, Complete in Place, the Sum of:	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 14,000.00	\$ 14,000.00	\$ 10,280.80	\$ 10,280.80	\$ 15,000.00	\$ 15,000.00
34	Remove Existing Inlet or Manhole, Complete in Place, the Sum of:	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 531.90	\$ 1,063.80	\$ 1,100.00	\$ 2,200.00
35	Remove Existing Storm Sewer and Culverts, 36" thru 42" Diameter (All Materials), Complete in Place, the Sum of:	LF	24	\$ 100.00	\$ 2,400.00	\$ 40.00	\$ 960.00	\$ 25.00	\$ 600.00	\$ 22.40	\$ 537.60	\$ 75.00	\$ 1,800.00
36	Reinforced Concrete Pipe (36"), Complete in Place, the Sum of:	LF	16	\$ 250.00	\$ 4,000.00	\$ 300.00	\$ 4,800.00	\$ 240.00	\$ 3,840.00	\$ 229.50	\$ 3,672.00	\$ 205.00	\$ 3,280.00
37	Reinforced Concrete Pipe (42"), Complete in Place, the Sum of:	LF	16	\$ 280.00	\$ 4,480.00	\$ 350.00	\$ 5,600.00	\$ 310.00	\$ 4,960.00	\$ 280.80	\$ 4,492.80	\$ 255.00	\$ 4,080.00
38	Reinforced Concrete Box (9'x5'), Complete in Place, the Sum of:	LF	200	\$ 900.00	\$ 180,000.00	\$ 1,255.00	\$ 251,000.00	\$ 1,225.00	\$ 245,000.00	\$ 1,202.60	\$ 240,520.00	\$ 1,800.00	\$ 360,000.00

ITEM	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER		LUCAS CONSTRUCTION COMPANY, INC.		CARTER CONSTRUCTION, LLC.		MAR-CON SERVICES, LLC.		NERIE CONSTRUCTION, LLC.	
NO.				WILSON BUILDING SERVICES, INC.		INC.							
39	Inlet (Type BB), Complete In Place, the Sum of:	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00	\$ 5,200.00	\$ 5,200.00	\$ 5,751.80	\$ 5,751.80	\$ 4,500.00	\$ 4,500.00
40	Inlet (Type C), Complete in Place, the Sum of:	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00	\$ 4,164.80	\$ 4,164.80	\$ 2,800.00	\$ 2,800.00
41	Cast-In-Place Storm Junction Box A - 46'x5', Complete in Place, the Sum of:	EA	1	\$ 75,000.00	\$ 75,000.00	\$ 68,500.00	\$ 68,500.00	\$ 75,000.00	\$ 75,000.00	\$ 109,826.60	\$ 109,826.60	\$ 150,000.00	\$ 150,000.00
42	36" Concrete Collar, Complete in Place, the Sum of:	EA	3	\$ 2,500.00	\$ 7,500.00	\$ 1,000.00	\$ 3,000.00	\$ 1,600.00	\$ 4,800.00	\$ 1,127.80	\$ 3,383.40	\$ 1,300.00	\$ 3,900.00
43	42" Concrete Collar, Complete in Place, the Sum of:	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,800.00	\$ 3,600.00	\$ 1,156.60	\$ 2,313.20	\$ 1,800.00	\$ 3,600.00
44	6" PVC C-900, Class 150 Waterline, Complete in Place, the Sum of:	LF	32	\$ 150.00	\$ 4,800.00	\$ 100.00	\$ 3,200.00	\$ 115.00	\$ 3,680.00	\$ 91.50	\$ 2,928.00	\$ 65.00	\$ 2,080.00
45	8" PVC C-900, Class 150 Waterline, Complete in Place, the Sum of:	LF	65	\$ 150.00	\$ 9,750.00	\$ 120.00	\$ 7,800.00	\$ 130.00	\$ 8,450.00	\$ 107.80	\$ 7,007.00	\$ 75.00	\$ 4,875.00
46	8" Gate Valve, Complete in Place, the Sum of:	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,400.00	\$ 2,400.00	\$ 2,881.30	\$ 2,881.30	\$ 2,850.00	\$ 2,850.00
47	6" Wet Connection, Complete in Place, the Sum of:	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 2,000.00	\$ 4,000.00	\$ 3,000.00	\$ 6,000.00	\$ 1,023.90	\$ 2,047.80	\$ 1,500.00	\$ 3,000.00
48	6" Cut and Plug, Complete in Place, the Sum of:	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 550.00	\$ 1,100.00	\$ 822.10	\$ 1,644.20	\$ 900.00	\$ 1,800.00
SUB-TOTAL (B) 19TH AVENUE & 16TH STREET CULVERT CROSSING ITEMS:				\$ 574,480.00		\$ 640,736.00		\$ 698,785.00		\$ 645,167.00		\$ 884,655.00	
(C) SUPPLEMENTAL ITEMS:													
49	Well Pointing for Reinforced Concrete Box (9' Span x 8' Rise) Installation, Complete in Place, the Sum of:	LF	300	\$ 50.00	\$ 15,000.00	\$ 50.00	\$ 15,000.00	\$ 50.00	\$ 15,000.00	\$ 50.00	\$ 15,000.00	\$ 50.00	\$ 15,000.00
50	Wet Condition Bedding for Reinforced Concrete Box (9' Span x 8' Rise) Storm Sewer Installation, All depths, Compelte in Place, the Sum of:	LF	200	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00
51	Wet Condition Bedding for Cast-In-Place Junction Box A - 46'x5', All Depths, Complete in Place, the Sum of:	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
52	Install Extra Cement Stabilized Sand Backfill, Complete in Place, the Sum of:	CY	100	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00	\$ 35.00	\$ 3,500.00
53	Install Bank Sand Backfill, Complete in Place, the Sum of:	CY	100	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00	\$ 25.00	\$ 2,500.00
54	Extra Concrete, Complete in Place, the Sum of:	CY	100	\$ 60.00	\$ 6,000.00	\$ 60.00	\$ 6,000.00	\$ 60.00	\$ 6,000.00	\$ 60.00	\$ 6,000.00	\$ 60.00	\$ 6,000.00
55	6" Inserta Valve, Complete in Place, the Sum of:	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 10,695.00	\$ 10,695.00	\$ 7,500.00	\$ 7,500.00
SUB-TOTAL (C) SUPPLEMENTAL ITEMS:				\$ 37,500.00		\$ 37,500.00		\$ 37,500.00		\$ 40,695.00		\$ 40,500.00	
TOTAL BASE BID ITEMS (A + B + C):				\$ 747,024.00		\$ 797,926.00		\$ 860,406.00		\$ 874,694.70		\$ 1,141,073.00	
RECOMMENDATION: TOTAL AMOUNT BID (A + B + C):				\$ 747,024.00		\$ 797,926.00		\$ 860,406.00		\$ 874,694.70		\$ 1,141,073.00	
MATHEMATICAL ERROR CORRECTED BY ENGINEER													

RESOLUTION NO. 2025-040

A RESOLUTION APPROVING ENTERING INTO CONTRACT WITH LUCAS CONSTRUCTION INC. FOR THE 19TH AVENUE/16TH STREET CULVERT REPLACEMENT PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, On March 19, 2025, the City of Texas City received five (5) bids for this project. This project involves the removal and replacement of the existing culvert crossing on 19th Avenue at 16th Street, which is showing signs of failure. ARKK performed a review of the qualifications of the lowest three bidders. The lowest price for the project was provided by the firm Wilson Building Services for \$747,024.00. Upon further research of their experience and qualifications in regard to bridge construction, this firm, in ARKK's opinion, did not meet the minimum qualifications required to complete the work identified for this project successfully; and

WHEREAS, ARKK's recommendation was to go with the next lowest bidder, Lucas Construction Company, Inc., in the amount of \$797,926.00, since they have successfully completed projects that are similar in scope and size to this project, as is required by the bid documents. Lucas Construction Company, Inc. has previously completed several projects for municipalities in Galveston County, including the recently completed paving improvements in Texas City that include Brown Drive, West Annex Facility Parking Lot, Biosphere Parking Lots, and the Texas City Fire Station No. 4 Access Road Project. The work related to these projects was completed in a timely manner and to the City's satisfaction.

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

SECTION 1: That the City Commission hereby approves entering into a contract with Lucas Construction Inc. for the 19th Avenue/16th Street Culvert Replacement Project.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Lucas Construction Inc., for the price bid in **Exhibit "A"**, as attached hereto and incorporated herein 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 16th day of April 2025.

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

ATTEST:

Rhomari D. Leigh
City Secretary

APPROVED AS TO FORM:

Kyle L. Dickson
City Attorney