



City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Date February 27, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: Galveston Causeway

Project: Blanket Lighting Maintenance Agreement

Request: Consider Adopting Resolution #25-____ approving a Blanket Lighting Maintenance Agreement with the Texas Department of Transportation (TxDOT) for a Continuous Lighting System Installation project, regarding Installation and Continued Maintenance of a Continuous Lighting Systems in Areas within the City of Galveston; Authorizing the City Manager to execute the Agreement and all other necessary documents upon final approval by the City Attorney; Directing the City Secretary to send a certified copy of this resolution to the Texas Department of Transportation; providing for findings of fact and for an effective date.

Prior Council Action

A. There has been no prior City Council Action on this item.

Background

- A. The City has requested that TxDOT contribute financial aid in the construction, maintenance, and operation of a continuous highway lighting system on freeways and expressways as defined in Section 25.11, Texas Administrative Code.
- B. TxDOT will construct said highway lighting system, conditioned that the city, as provided in Section 25.11, Texas Administrative Code and Article 6673b, Vernon's Texas Civil Statutes, will maintain and operate said lighting system.

Fiscal Impact Report

Operation and maintenance costs of the continuous lighting system will be covered by the appropriate line items in the City's General Fund.



Alternatives

1. Adopt this Resolution authorizing the city to enter into a Blanket Lighting Agreement with the Texas Department of Transportation for maintaining the proposed highway lighting system to be installed by the TxDOT on the Galveston Causeway.
2. Do not Adopt this Resolution and reject the funding opportunity being offered for this project.

Staff Recommendation

Staff recommends adopting Resolution #25-__ approving the city enter into the requested Blanket Lighting Maintenance Agreement.

Respectfully Submitted,



Robert L. Winiecke

Director of Infrastructure & Engineering

Attachments

Resolution #25-__
Blanket Lighting Maintenance Agreement

RESOLUTION NO. 25 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING A BLANKET LIGHTING MAINTENANCE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR A CONTINUOUS LIGHTING SYSTEM INSTALLATION PROJECT, REGARDING INSTALLATION AND CONTINUED MAINTENANCE OF A CONTINUOUS LIGHTING SYSTEM IN AREAS WITHIN THE CITY OF GALVESTON; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston requested, and was granted from the State, contribution of financial aid in the construction, maintenance and operation of a continuous highway lighting system (*herein* “Blanket Lighting” or “Continuous Lighting” System), on freeways and expressways pursuant to Texas Administrative Code (TAC) Section 25.11; and,

WHEREAS, pursuant to TAC 25.11(e), in a 100% method of financing agreement, the Texas Transportation Commission will fund the total cost of designing and installing the continuous lighting system, provided that the local government agrees to assume all of the cost of subsequent operation and maintenance of the lighting system; and,

WHEREAS, a continuous lighting system provides uniform illumination of a continuous section of a segment of the state highway system. The continuous lighting system will be predominately located along the IH45 Causeway between the Mainland and Galveston Island, within the City; and,

WHEREAS, pursuant to TAC 25.11, this Blanket Lighting Maintenance Agreement requires the city to adopt, by Resolution, the understanding and obligations between the parties and submit the same to the Texas Transportation Commission; and,

WHEREAS, the City will be responsible for the subsequent maintenance and operation of the continuous lighting systems per the agreement; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to enter into a Blanket Lighting Maintenance Agreement regarding the construction, maintenance, and operation of continuous highway lighting systems within the city, and to authorize the City Manager to execute those documents as required by the state.

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

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston, Texas hereby approves entering into a Blanket Lighting Maintenance Agreement for a continuous lighting system with the Texas Department of Transportation (TxDot).

SECTION 3. The City Council of the City of Galveston, Texas, hereby authorizes the City Manager to execute the Agreement and all other documents necessary for the City to participate in the Agreement, upon final approval by the City Attorney.

SECTION 4. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to provide a certified copy of this Resolution, to be attached to the Agreement with TxDOT, and as required by the state.

SECTION 5. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
SR. ASSIST. CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on February 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

Secretary for the City Council
of the City of Galveston



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

January 15, 2025

Mr. Brian Maxwell
City Manager, City of Galveston
823 Rosenberg
P.O. Box 779
Galveston, Texas 77553

9489 0090 0027 6427 0528 71

RE: Blanket Lighting Maintenance Agreement

Dear Mr. Maxwell:

We are in receipt of a blanket lighting maintenance agreement sent by your office with only the executed signature.

We will need an ordinance passed by the city which was not included. There are dates missing for passing of city ordinance on the agreement for TxDOT to fully execute. The witness block of this agreement was not filled out.

Please provide an ordinance by the city and fill out the dates on the agreement.

If you have any questions, please contact, Mr. Gaurang Pandit at (713) 802-5856 or via email at Gaurang.Pandit@txdot.gov.

Sincerely,

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

Attachments

CC: Dan Buckley, City of Galveston
Marissa Barnett – City of Galveston
Sylvester E. Onwas, P.E., District Traffic Engineer, HOU, TxDOT
Gaurang S. Pandit, P.E., Transportation Engineer Supervisor, HOU, TxDOT
Mohammadrza Molaei, P.E., Transportation Engineer, HOU, TxDOT



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

March 14, 2023

Mr. Brian Maxwell
City Manager
City of Galveston
823 Rosenberg
P.O. Box 779
Galveston, Texas 77553

RE: Blanket Lighting Maintenance Agreement

Dear Mr. Maxwell:

This pertains to the Lighting System installed and will be installed within the city limits of the City of Galveston. It is necessary that we have an executed agreement with City of Galveston concerning the maintenance of these lighting systems in accordance with the Rule 25.11, Texas Administrative Code. The City of Galveston would be responsible for the maintenance and operation of these lights.

The agreement must be accompanied by an ordinance passed by the city and should be executed as soon as possible. Please submit to us two (2) original copies of the agreement, and we will return to you your counterpart once it is executed by our District Engineer.

If you have questions please contact our Transportation Engineer Supervisor, Mr. Gaurang Pandit, at (713) 802-5856 or our District Traffic Engineer, Mr. Sylvester Onwas, at (713) 802-5831.

Sincerely,

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

Attachments

cc: Dan Buckley- City of Galveston
Marissa Barnett- City of Galveston
Sylvester E. Onwas, P.E.
Gaurang S. Pandit, P.E.
Mohammadza Molaei, P.E.

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**AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING
SYSTEMS WITHIN A MUNICIPALITY
CITY OF GALVESTON**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT, dated this 15 day of JANUARY, 2025, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, acting by and through the Texas Department of Transportation, and the City of Galveston, Galveston County, Texas, acting by and through its duly authorized officers under an ordinance or resolution passed the ___ day of _____, 20___, hereinafter called the "City," party of the second part, is made to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, the City has requested the State to contribute financial aid in the construction, maintenance, and operation of a continuous highway lighting system on freeways and expressways as defined in Section 25.11, Texas Administrative Code. Within the City, said continuous lighting system hereinafter referred to as the "lighting system" is to consist of continuous lighting to be built in sections as financed and designated by the Texas Transportation Commission; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will construct said highway lighting system, conditioned that the City, as provided in Section 25.11, Texas

Administrative Code and Article 6673b, Vernon's Texas Civil Statutes, will maintain and operate said lighting system.

AGREEMENT

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. CONSTRUCTION RESPONSIBILITIES

A. The State will prepare or provide for the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction, and will supervise construction, reconstruction, or betterment work as required by said plans and specifications. As a project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the lighting system prior to awarding the contract, said City consent to be signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of plans containing the following notation:

“Attachment No. _____ to special AGREEMENT FOR
CONSTRUCTION, MAINTENANCE, AND OPERATION OF
CONTINUOUS HIGHWAY LIGHTING SYSTEMS WITHIN
A MUNICIPALITY, dated _____ .

The City-State construction, maintenance and operation
responsibilities shall be as heretofore agreed to, accepted, and
specified in the Agreement to which these plans are made a part.”

B. All costs of constructing the standard lighting system will be borne by the State. Ornamental poles or other amenities as desired by the City, will be furnished by the City for approval by the State. All work, including work to be done by the representatives of the City, will be in accordance with the National Electric Code and State Standard.

2. MAINTENANCE AND OPERATION RESPONSIBILITIES

A. The City hereby agrees to furnish, at its expense, the electrical energy required for proper operation of the lighting system, such electrical energy to be provided at points on the lighting system as designated by the State. The City further agrees to maintain and operate the lighting system in accordance with the National Electric Code and State standard, in an efficient and sightly condition, including the furnishing of all equipment and labor and making any replacements, which may become necessary, without cost to the State.

B. The City shall assume maintenance and operation on a date to correspond with the date construction of the lighting system is completed and accepted by the State. The State will provide written notification to the City of such acceptance. The City hereby agrees to furnish at its expense the electrical energy consumed by the system during the period of trial operation prior to acceptance by the State. If the lighting system is constructed by sections, this provision shall apply to each such separately constructed section.

C. The City shall obtain approval of the Executive Director before making any major changes in the design and/or operation of the lighting system as designed and constructed by the State or before the removal of any part of the installation except for the purpose of replacement where identical or accepted equivalent equipment to that originally installed is used.

3. GENERAL

A. This Agreement shall remain in force for a period of two years from the date that maintenance and operation responsibilities are first assumed by the City and shall be automatically renewed for two-year periods unless modified by mutual agreement of both parties.

B. The State will not incur any financial obligation to the City as a result of this Agreement.

C. This Agreement may be terminated sixty (60) days after the filing of a written notice by either party of a desire for cancellation. The State reserves the right to remove the lighting system upon cancellation of the Agreement.

D. If, at any time, the City does not maintain and operate the lighting system in a satisfactory manner, the State reserves the right to either arrange for maintenance at the expense of the City or to remove the lighting system. Should the lighting system be removed due to lack of maintenance, the City hereby agrees to reimburse the State for the cost of removal.

E. Should disputes arise as to the parties' obligations under this Agreement, the State's decision shall be final and binding.

F. The City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

G. Changes in time frame, character, cost, or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by both parties within the contract period.

H. This Agreement shall bind and shall be for the sole and exclusive benefit of the respective parties and their legal successors. The City shall not assign or transfer its interest in this Agreement without written consent of the State.

I. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

J. This Agreement constitutes the sole and only agreement for lighting at the location described herein of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

4. INDEMNIFICATION

The City acknowledges that it is not an agent, servant, or employee of the State and, thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this Agreement.

IN WITNESS WHEREOF, the parties have thereunto affixed their signatures, the
City of GALVESTON on the ___ day of _____, 20___, and
the Texas Department of Transportation on the 15 day of January, 2025.

ATTEST:

CITY OF: GALVESTON
By: [Signature]
City Manager
(Title of Signing Official)
10/15/24
(Date)

THE STATE OF TEXAS

Executed by and approved for the
Texas Transportation Commission
for the purpose and effect of
activating and/or carrying out the
orders, established policies or work
programs heretofore approved and
authorized by the Texas
Transportation Commission.

APPROVED:
By: [Signature]
District Engineer
Houston District
Date: 1-15-25