CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JULY 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 are limited to posted agenda items only and are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a) Service Awards

Tomas Gomez	Public Works	07/01/2010	15 years

(b) Presentation of a Certificate of Recognition to Desiree Haddock

(5) REPORTS

(a) Moore Memorial Library Report (Library)

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

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

(b) Consider and take action on Resolution No. 2025-071, approving and awarding Commission Grant funds in the amount of $5,000 to the Texas City Stingrays Youth Football & Cheer Organization. (Mayor Dedrick Johnson)

(c) Consider and take action on Resolution No. 2025-072, awarding Bid No. 2025-484 and entering into a contract to remove and dispose of all sand, solids, trash and debris from upper and lower levels of the bioreactors, and other tanks, including head-works effluent receiving tank, located at the Wastewater Treatment Plant. (Public Works)

(8) REGULAR ITEMS

(a) Consider and take action on the second reading of Ordinance 2025-06, amending the Texas City Code of Ordinances by creating Chapter 162 entitled “Battery Energy Storage Systems” and amending the Code of Ordinances Title XV entitled "Land Usage", Chapter 160 entitled "Zoning" to designate Section 160.051 District S-P (Site Plan) as the zoning designation for Battery Energy Storage Systems and similar projects. (City Engineer)

(b) Consider and take action on the third and final reading of Ordinance No. 2025-12, amending the Code of Ordinance for the City of Texas City, Title IX Entitled “General Regulations”, Chapter 94- Health and Sanitation by prohibiting the placement of outdoor donation bins or receptacles for clothing or other items on public or private property. (Fire Marshal)

(c) Consider and take action on Resolution No. 2025-073, awarding Bid No. 2025-487 and entering into a contract for the 34th Street Ditch Improvements Project. (Public Works)

(d) Consider and take action on Resolution No. 2025-074, approving the City of Texas City's participation in the TexStar and LOGIC investment pool. (Finance)

(e) Consider and take action on Resolution No. 2025-075, approving the purchase of a Ford F-350 Diesel, from Sterling McCall Ford in the amount of $75,000.00, and the purchase of a remount service for one (1) existing medical unit (Modular Box) X-1665 onto the newly purchased chassis from Frazer, LTD in the amount of $175,000.00, for a total project cost of $250,000.00. (Fire)

(f) Consider and take action on Resolution No. 2025-076, awarding ITB 2025-481 and entering into a contract for Code Compliance Abatement & Lawn Care Maintenance. (Fire- NIS)

(g) Consider and take action on Ordinance No. 2025-14, establishing the Commission Rules of Procedure/Order of Business. (Management Services)

(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 JULY 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) (a)**

Meeting Date: 07/16/2025

July 2025 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST

Service Awards

Tomas Gomez	Public Works	07/01/2010	15 years

BACKGROUND (Brief Summary)

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

RECOMMENDATION

Human Resources recommend approval of the July service Awards.

Fiscal Impact

CITY COMMISSION REGULAR MTG **(4) (b)**

Meeting Date: 07/16/2025

recognize and honor Desiree Haddock

Submitted For: Nicole Best, Recreation and Tourism

Submitted By: Rhomari Leigh, City Secretary

Department: Recreation and Tourism

Information

ACTION REQUEST

The Parks and Recreation Department respectfully requests the City Commission recognize and honor Desiree Haddock, who is retiring after 25 years of dedicated service as our Youth Art Instructor.

BACKGROUND (Brief Summary)

Desiree has been a cornerstone of our youth arts programming, consistently inspiring creativity and passion in generations of young artists. Each school year, she has led our Youth Art Classes, providing a nurturing and educational environment for students of all ages and skill levels.

Beyond the classroom, Desiree has played a vital role in many of our community events. Served as a Featured Artist and led the Youth Art Workshop, fostering engagement and artistic expression among children and families. Under her guidance, many of her students have received awards for their artwork— which reflects her skill as both an educator and mentor. Regular participant and volunteer at major Parks and Recreation events, including the Halloween Festival, Christmas Parade, and Art Walks. Always ready to lend a hand, Desiree brings enthusiasm, warmth, and professionalism to every event she supports.

Desiree is known not only for her artistic talent and teaching ability but also for the joy and positivity she brings to every interaction. Her ever-present smile and willingness to go above and beyond have made her a beloved figure in the department and community.

RECOMMENDATION

It is recommended that the City Commission formally recognize and thank Desiree Haddock for her 25 years of outstanding service and invaluable contributions to our youth, our arts programs, and the community as a whole.

Fiscal Impact

CITY COMMISSION REGULAR MTG **(5) (a)**

Meeting Date: 07/16/2025

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Moore Memorial Library Report (Library)

BACKGROUND (Brief Summary)

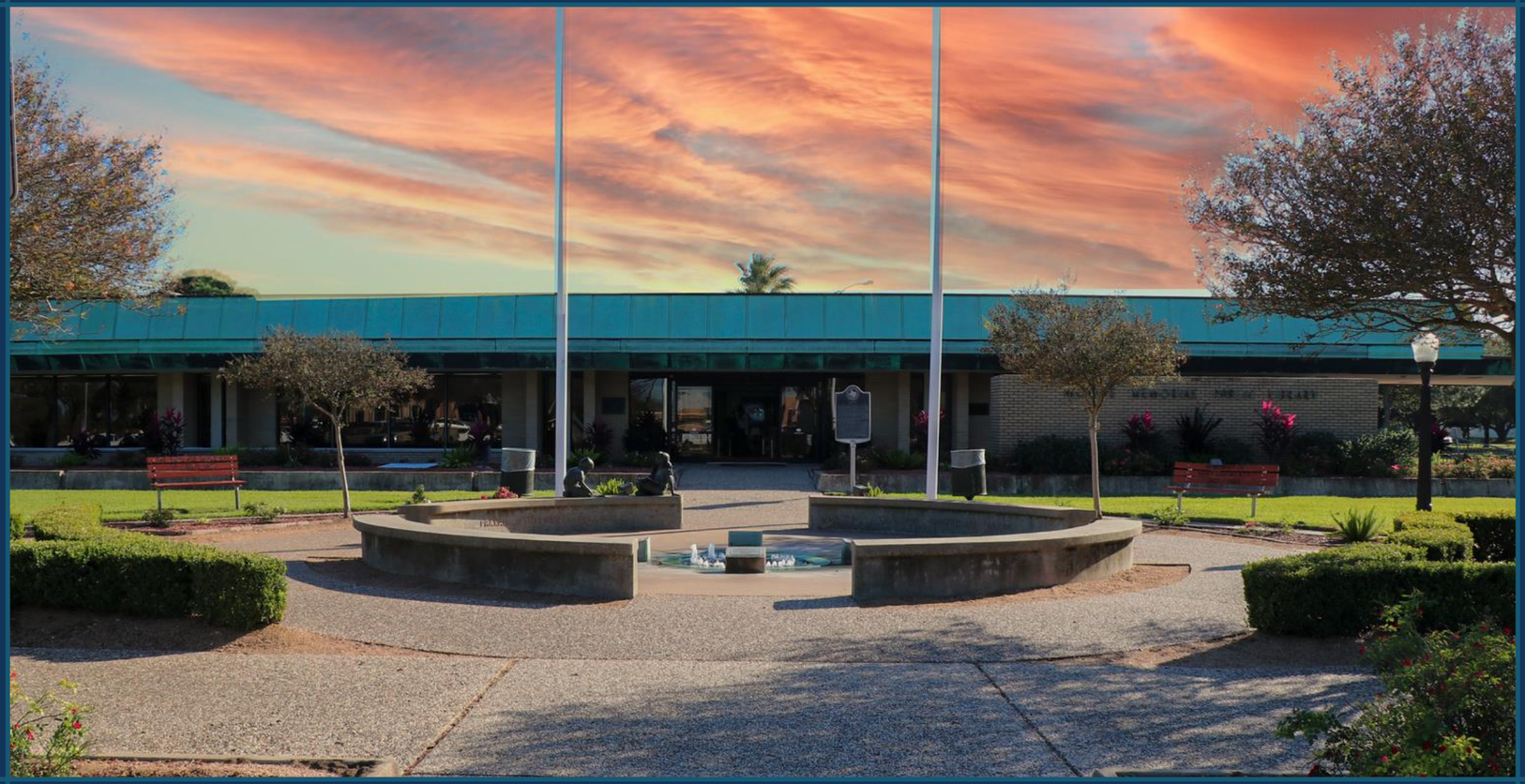
RECOMMENDATION

Fiscal Impact

Attachments

Staff Report

Moore Memorial Public Library



ACHIEVEMENT OF EXCELLENCE
2024
IN LIBRARIES AWARD

MOORE MEMORIAL PUBLIC LIBRARY

SEAL OF THE CITY 1911 TEXAS CITY, TEXAS

Texas City

EST. 1911



Our Mission

The mission of the library is to create a community of life-long learners in which all citizens share equally in the opportunities to increase skills, knowledge and understanding in all fields, regardless of wealth, race, age or cultural background.



MOORE MEMORIAL PUBLIC LIBRARY

Texas City
EST. 1911

Vision Statement

Our library is a welcoming place for all, supporting learning, creativity, and connection while contributing to the community's economic, social, and cultural well-being.

MOORE MEMORIAL PUBLIC LIBRARY

Texas City
EST. 1911



By The Numbers

	FY 24	FY 25 TO DATE
LIBRARY VISITS	93,764	67,043
NEW USERS	1,462	1,001
TOTAL CIRCULATION	96,086	71,452
PROGRAM ATTENDEES	5,609	4,261
COMPUTER SESSIONS	22,565	16,646
REFERENCE QUESTIONS	17,383	12,914

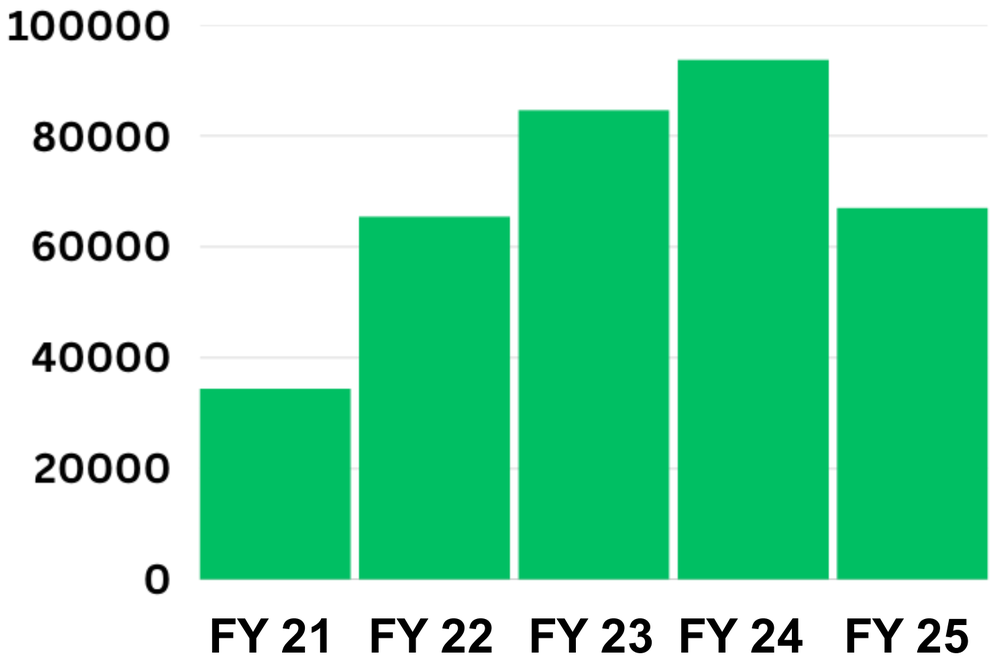


Texas City
EST. 1911



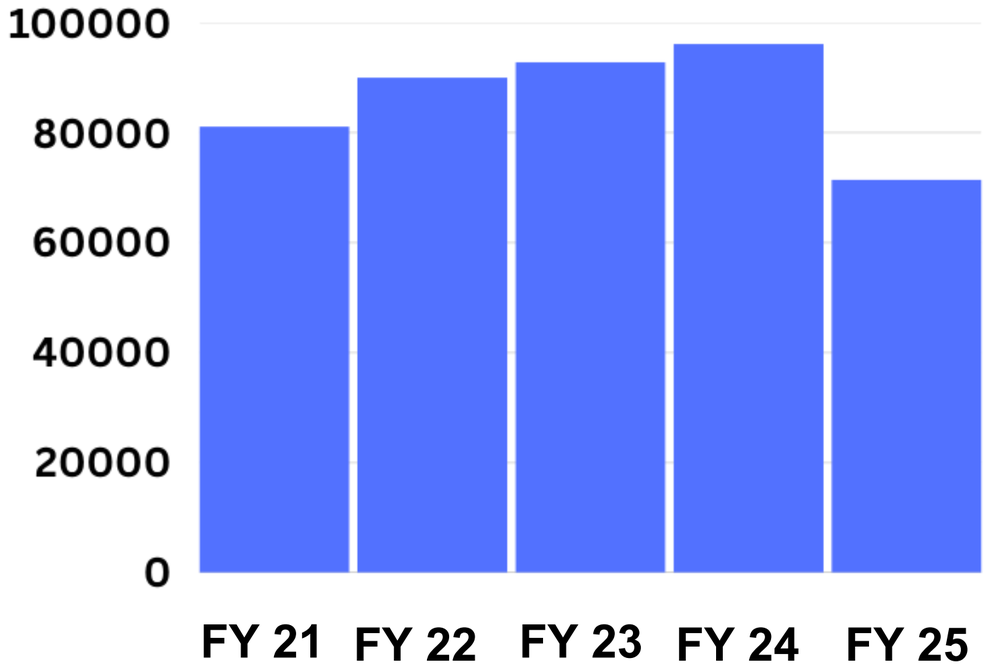
By The Numbers

Library Visits

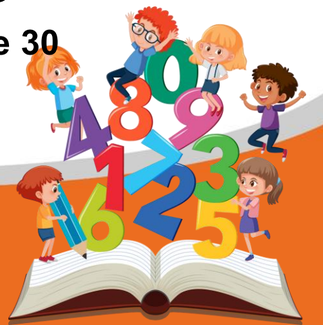


as of June 30

Circulation



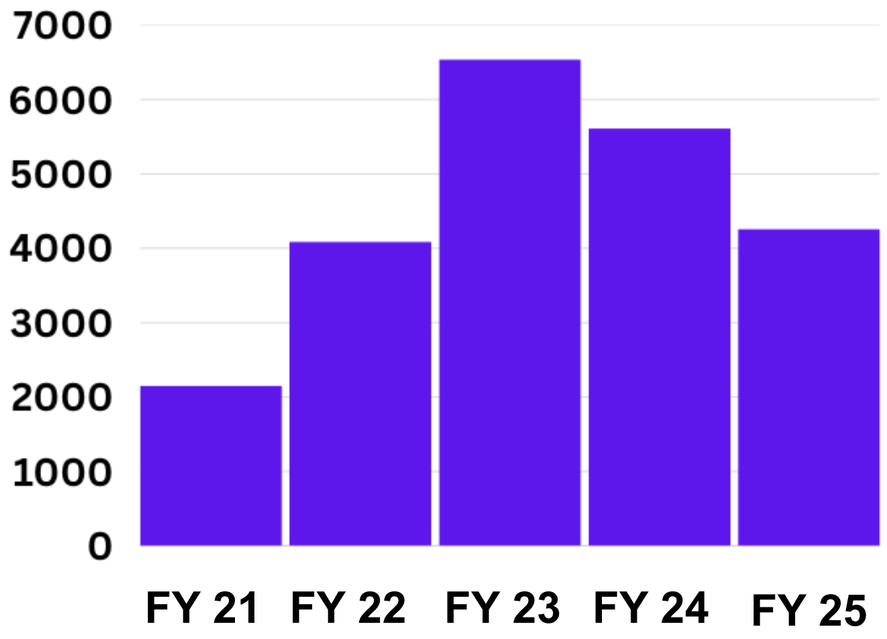
as of June 30



Texas City
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By The Numbers

Program Attendance



as of June 30

Computer Sessions

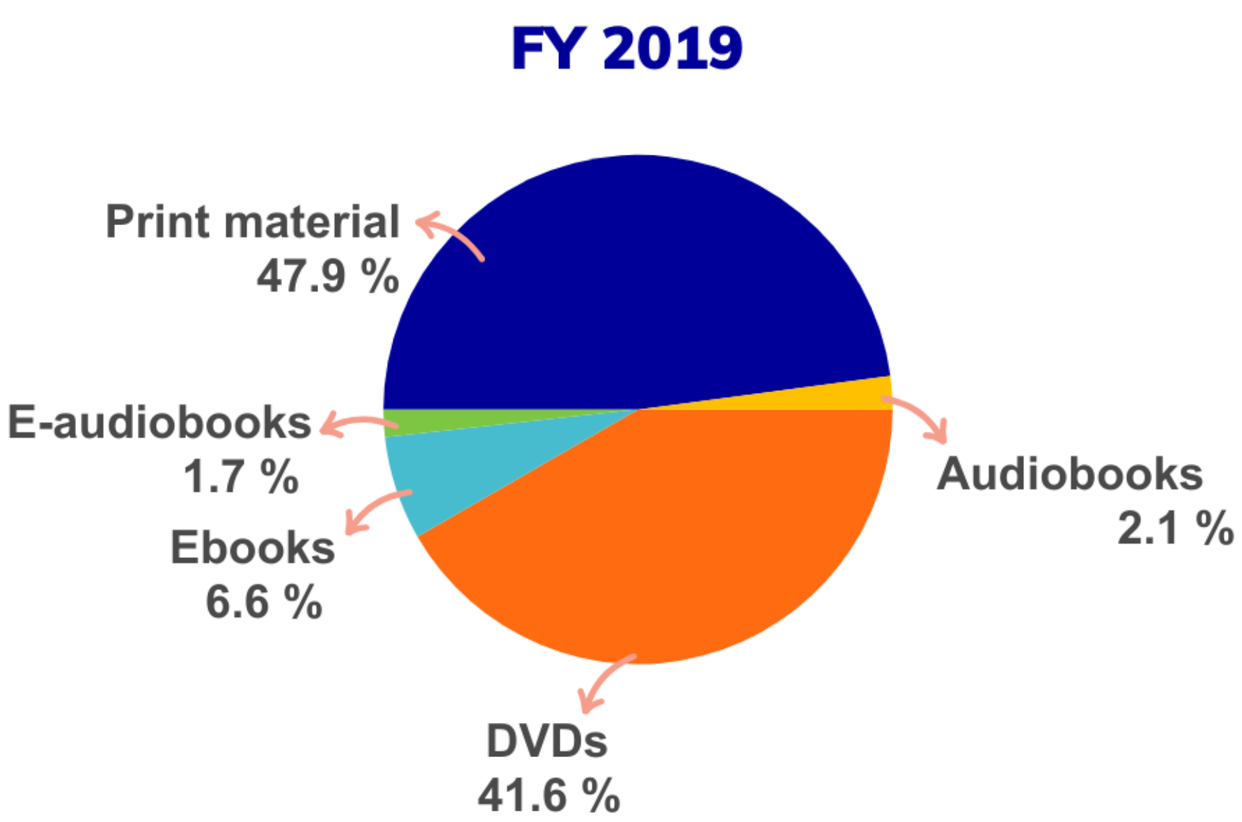


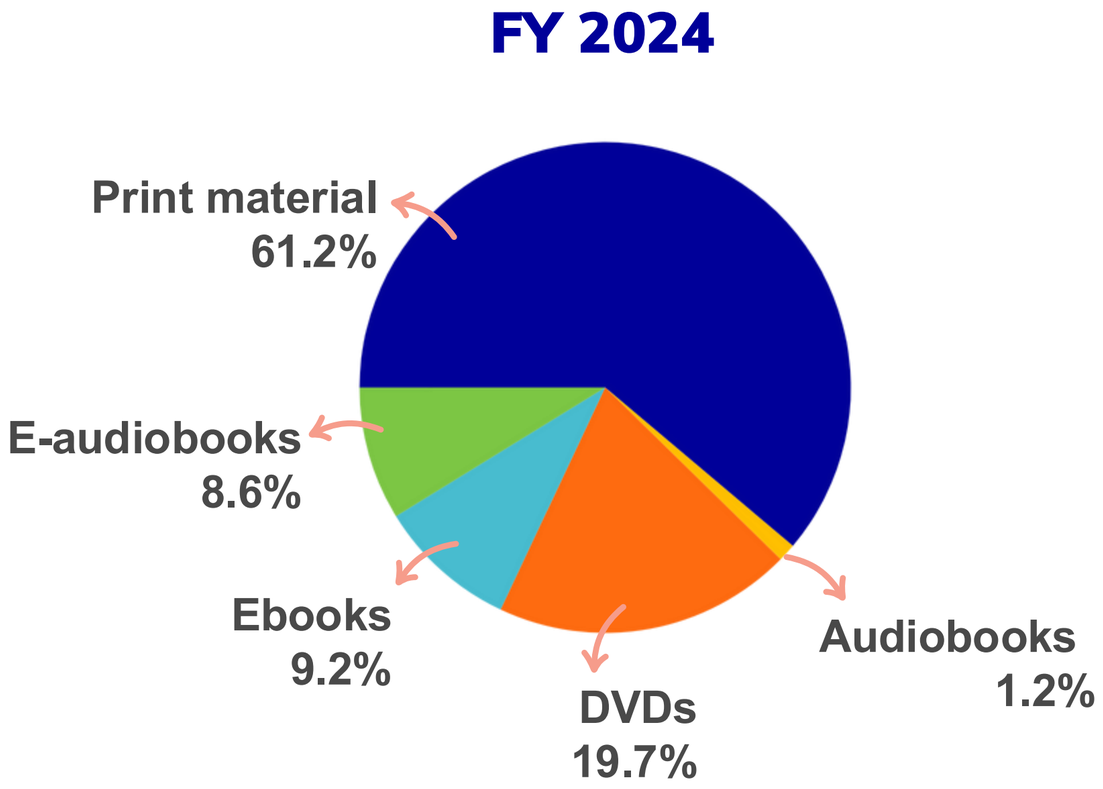
as of June 30

Texas City
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By The Numbers

Circulation by Format





Texas City
EST. 1911

Summer Reading Program



Statistics for June

# of Programs (children,teens)	31
Attendance	612
Hours Read (Children)	457
Hours read (teens/adults)	1,388
Total Hours read	1,845

Texas City
EST. 1911

New This Year

- Added digital magazines to our eBook Collection
  - over 4,000 titles available through the Libby app



- Added BlueCareer database

BLUE CAREER
Powered by BlueRecruit

Texas City
EST. 1911

New This Year

- Joined the eRead Texas program
  - free access to approximately 20,000 eBooks and eAudiobooks through the Boundless app

- Installed a new workstation in the Chidren’s Department



Texas City
EST. 1911

New This Year

- Held our first annual Winter Open house
  - Sponsored by Friends of the Library
  - 195 people attended
  - cookies and hot chocolate
  - games and prizes
  - crafts







Outreach

Visits to Seniors' Residential Facilities

- Nessler Senior Center
- Independance Village
- Phoenix Post Accute
- Bayou Pines
- Sodalis





Play&Learn Workshops

February 14 - March 14

Week 1: Early Literacy/General Parenting

Week 2: Speech, Hearing, Language Development

Week 3: Child Development

Week 4: Nutrition

Week 5: Music and Movement



Next series begins August 22

Grants

30 YEARS OF CELEBRATING READING
Texas Book Festival



2024 Collection Enhancement Grant

$2500 for the purchase of 172 new Spanish language books



Texas City
EST. 1911

TexTreasures Grant

Funded by the U.S. Institute of Museum and Library Services through a grant to the Texas State Library and Archives Commission

Our project: the Digitization of the Texas City Sun. The newspapers can be accessed for free at the Portal to Texas History website.



Grants

TexTreasures Grant

Year 1 (FY 2025)

- **$50,000**
- **48,000 pages**
- **covers the years 1934-1959**



Rosenberg Library Coop

AMBURN BROS.
For Texas City Real Estate

TEXAS CITY SUN

SHOULD YOU SUFFER FIRE LOSS COULD YOU REBUILD WITHOUT
Halstead Insurance Agency

The Only Paper on the Mainland in Galveston County

Volume 20, Number 41 — Texas City, Texas, Friday, May 4, 1934 — $2.00 Per Year in Advance

WITT TO DELIVER COMMUNITY ADDRESS

FORMS RURAL COMMITTEE ON FARM PROGRAM

To Be Undertaken By The State Relief Organization

According to O. L. Tullis, county relief administrator, a county rural advisory committee has been formed in connection with the farm re-

Peter J. Axe Called By Death Tuesday

Funeral services for P. J. Axe (Peter), 69, who died at 3:00 o'clock Tuesday afternoon in St. Mary's Infirmary after a short illness, were held Wednesday afternoon at 4:00 o'clock in the Ruken Funeral Chapel with Mr. W. F. Lee of the Community Church in Galveston officiating. Interment was in the La Marque Cemetery.

Mr. Axe was a native of Sweden and a resident of Texas City for the last 40 years. He came to the United States 50 years ago from Lenkoeping, Sweden, where he was born, and while residing in this vicinity was employed as lever man on practically all of the dredges which came here.

TRUSTEES OF CITY'S SCHOOLS HOLD MEETING

Convenes in Special Session With All Members Present

The Trustees of the Texas City Independent School District convened in special session on April 27, with all members present:

T. C. Garden Club to Hold Flower Show

The Texas City Garden Club will hold its Spring Flower Show Wednesday, May 9, at the City Auditorium from one until nine o'clock in the afternoon.

The classifications are as follows: roses, flowers from bulbs, annuals, perennials, various arrangements of flowers, pot plants and wild flower exhibits.

All exhibitors must have grown all material they enter in their own gardens.

Members are urged to have their exhibits at the auditorium by 11:00 o'clock Wednesday morning as the flowers are to be judged before one o'clock, the opening hour. Mr. S.

STOCK DECLINE GREAT HARVEST FOR SWINDLERS

KPRC Pays Tribute to Sun for Stand Taken to Protect Public

Texas City people and others who were induced to send margin money to fake stock brokers in Houston, Dallas and elsewhere for the pur-

Rainbow Girls Hold Election of Officers

The Texas City Order of the Rainbow for Girls No. 82 had an election of officers Tuesday night at which time the following officers were elected:

Worthy Advisor—Miss Lily Busch; Worthy Associate Advisor — Miss Doris West; Sister of Charity—Miss Geraldine Vestal; Sister of Faith—Miss Julia Moore; Sister of Hope—Miss Agnes Hunter; Chaplain—Miss Betty Coleman; Drill Leader—Miss Ethel McClintock; Musician—Miss Helena Jacobsen; Outer Observer—Miss Mary Ella Davison; Confidential Observer—Miss Mary Hobbs Bohanon; Red—Miss Gladys Rothborn; Orange—Miss Rosalie Voorhees; Yellow—Miss Clara Stafford;

SUNDAY IS DAY SET FOR OPENING CHURCH SERVICE

Non - Secterian and Non-Denominational In Character

All arrangements are completed for Lieutenant Governor Edgar E. Witt to deliver the initial address at

Year 2 (FY 2026)

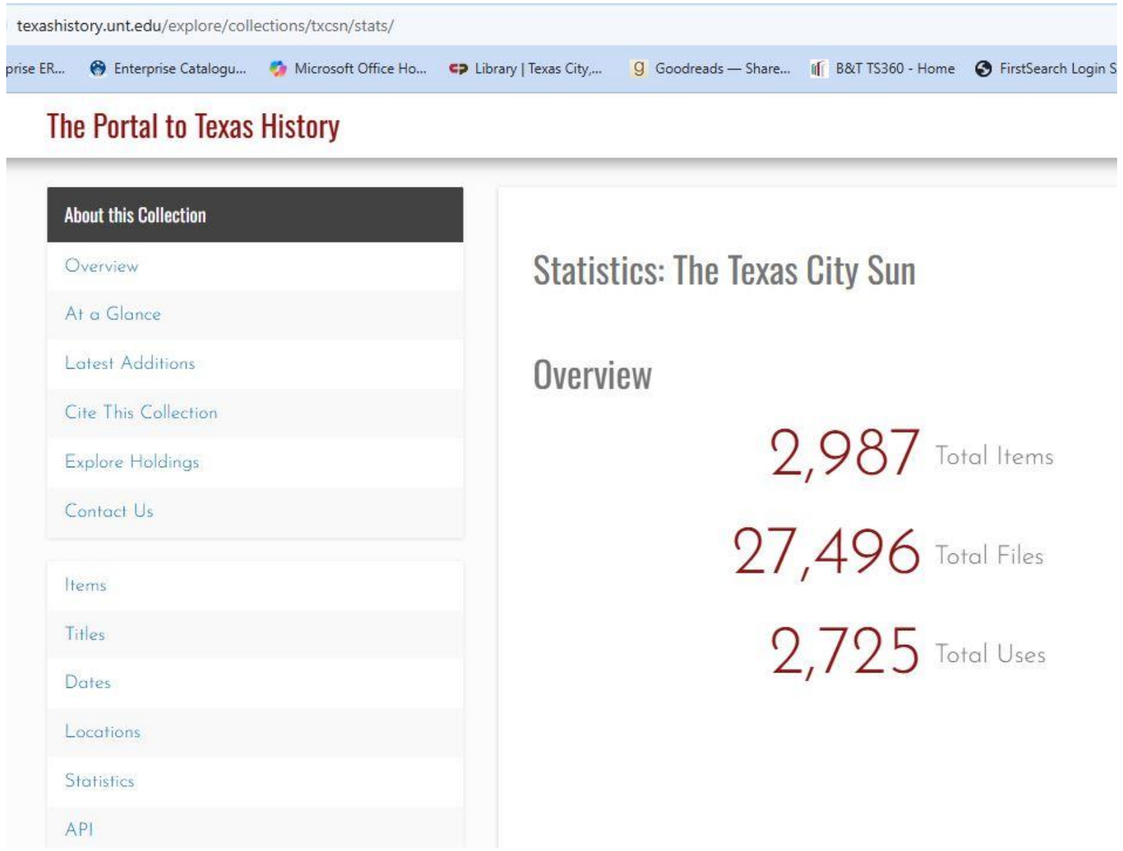
- **$50,000**
- **48,000 pages**
- **will cover the years 1960-1971**



Texas City
EST. 1911

Grants

TexTreasures Grant







Texas City
EST. 1911

CommunityPartners

Texas City
ECONOMIC DEVELOPMENT CORPORATION

TEXAS MASTER GARDENER
TEXAS A&M AGRILIFE EXTENSION
Galveston County

AMERICA'S SBDC
SMALL BUSINESS DEVELOPMENT CENTER
TEXAS GULF COAST NETWORK
UNIVERSITY OF HOUSTON | BAUER
GALVESTON COUNTY

DePelchin
CHILDREN'S CENTER

Galveston County FOOD BANK
houstonfoodbank Partner

TEXAS Master Naturalist
GALVESTON BAY AREA

GALVESTON COUNTY HEALTH DISTRICT

COM
College of the Mainland

The Chamber
Texas City-La Marque

Workforce Solutions

Gulf Coast Regional Blood Center

GULF COAST CENTER

Texas City
EST. 1911





Questions ?



MOORE MEMORIAL PUBLIC LIBRARY

Texas City
EST. 1911

CITY COMMISSION REGULAR MTG **(7) (a)**

Meeting Date: 07/16/2025

Submitted By: Renee Edgar, City Secretary

Department: City Secretary

Information

ACTION REQUEST

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

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

July 2, 2025 Minutes

REGULAR CALLED CITY COMMISSION MEETING

M I N U T E S

WEDNESDAY, JULY 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, JULY 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

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 David Buckley, Jr., Pastor of Sanford's Temple Church of God in Trust.

3. PLEDGE OF ALLEGIANCE

Led by Jami Clark, Commissioner District 4

Chris Sharp, Commissioner District 3, came into the meeting at 5:02 p.m.

4. REPORTS

a. Texas City Museum (Recreation and Tourism)

Shelby Rodwell, Museum Curator, gave a PowerPoint presentation.

5. PUBLIC COMMENTS

The following members of the public requested to address the City Commission: Jose Boix.

6. CONSENT AGENDA

Commissioner District 4, Jamie Clark, made a motion to approve Consent Agenda items 6a and c. The motion was seconded by Commissioner District 2, Keith Love. Able Garza pulled Consent Agenda item 6b for more discussion and was voted on separately.

a. Approve City Commission Minutes for June 18, 2025 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

b. Consider and take action on Resolution No. 2025-067, approving and awarding Commission Grant funds in the amount of $2,500 to Craving for a Change Foundation. (Commissioner DeAndre Knoxson)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Commissioner District 1 DeAndre' Knoxson abstained due to a conflict of interest on file.

Vote: 4 - 2 CARRIED

c. Consider and take action on Resolution No. 2025-068, designating a representative, alternate, and proxy to the Gulf Coast Transit District. (City Secretary)

Vote: 7 - 0 CARRIED

7. REGULAR ITEMS

a. Consider and take action on Resolution No. 2025-066, approving Extension 1 for Bid No. 2024-004 Reinforced Concrete Pipe, Curb Inlets, Catch Basins, and Joint Sealer Annual Contract. (Public Works)

Jack Haralson, Public Works Director, recommends the approval of Extension 1 of the Reinforced Concrete Pipe, Curb Inlet, Catch Basin, and Joint Sealer Annual Contract to South Houston Concrete Pipe Company as stated in the Extension 1 Purchase Agreement.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 4 Jami Clark

Vote: 7 - 0 CARRIED

b. Consider and take action on the second reading of Ordinance No. 2025-12, amending the Code of Ordinance for the City of Texas City, Title IX Entitled “General Regulations”, Chapter 94- Health and Sanitation by prohibiting the placement of outdoor donation bins or receptacles for clothing or other items on public or private property. (Fire Marshal)

Ian Chase, Assistant Fire Marshal, recommends consideration and approval of the Ordinance.

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 3 Chris Sharp

Vote: 7 - 0 CARRIED

c. Consider and take action on Resolution No. 2025-069, accepting the fee proposal and approving entering into a contract for architectural services with PGAL for the New Municipal Complex. (Public Works)

Jack Haralson, Public Works Director, recommends acceptance of the fee proposal and approval of a contract for architectural services with PGAL for the New Municipal Complex.

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

Vote: 6 - 1 CARRIED

d. Consider and take action on Resolution No. 2025-070, accepting the fee proposal and approving entering into a contract for architectural services with Joiner Architects for the New Fire Station No. 5. (Public Works)

Jack Haralson, Public Works Director, recommends acceptance of the fee proposal and approval of entering into a contract for architectural services with Joiner Architects for the New Fire Station No. 5.

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

Vote: 7 - 0 CARRIED

e. Consider and take action on the first reading of Ordinance 2025-06, amending the Texas City Code of Ordinances by creating Chapter 162 entitled “Battery Energy Storage Systems” and amending the Code of Ordinances Title XV entitled "Land Usage", Chapter 160 entitled "Zoning" to designate Section 160.051 District S-P (Site Plan) as the zoning designation for Battery Energy Storage Systems and similar projects. (City Engineer)

Kim Golden, City Engineer, recommends approval of Ordinance 2025-06 to create Chapter 162 entitled "Battery Energy Storage Systems" and to amend the Zoning Ordinance Section 160.051 to designate District S-P Site Plan as the zoning district for Battery Energy Storage Systems and similar projects.

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 3 Chris Sharp

Vote: 7 - 0 CARRIED

8. COMMISSIONERS' COMMENTS

9. MAYOR'S COMMENTS

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

10. ADJOURNMENT

Having no further business, Commissioner At-Large Abel Garza, Jr., made a MOTION to ADJOURN at 5:41 p.m.; the motion was SECONDED by Commissioner District 2 Keith Love. 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: 07/16/2025

Award Commissioners' Community Grant to Texas City Stings Youth Football and Cheer Organization

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Patricia Mata, Community Development/ Grant Admin

Department: Community Development/ Grant Admin

Information

ACTION REQUEST

Consider and approve the award of the Commission Community Grant of $5,000 to the Texas City Stingrays Youth Football & Cheer Organization for the MVP Sponsorship, recommended by Mayor Dedrick Johnson.

BACKGROUND (Brief Summary)

At the heart of the Texas City Stingrays Youth & Cheer Organization is a commitment to rebuilding and growing our organization to benefit the kids in our community. We strive to provide a supportive environment where young athletes can develop their skills, build confidence, and form lasting friendships. By fostering a sense of teamwork and community spirit, we aim to positively impact the lives of our youth and the broader Texas City area.

The Texas City Stingrays Youth Football & Cheer Organization holds a current 501(c)(3) status and is requesting sponsorship support for the upcoming season. Funds will help cover field maintenance, referee fees, equipment, and uniforms.

RECOMMENDATION

The Department of Community Development and Grants Administration recommends approval of this grant award.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: 5,000

Source of Funds: Commissioners Community Grant Fund

Account #: 220101-54901-00012

Fiscal Impact:

The funds are available through the Commissioner's Community Grand Fund.

Attachments

IRS 501c3

Application Letter

Sponsor Letter

TCS Sponsor Packages

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

TEXAS CITY STINGS YOUTH FOOTBALL AND
CHEER ORGANIZATION
3628 AVENUE N1 2
GALVESTON, TX 77550

Date:
10/03/2022
Employer ID number:
88-1677854
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
April 08, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053671004432

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

July 8, 2025
Texas City Stingarees Youth Football and Cheer
Texas City, TX
409-737-0024

EIN-88-1677854

Dear City of Texas City Council,

The Texas City Stingrays, a proud part of this community for over 20 years, are reaching out to respectfully request financial assistance to support our 2025 season.

As a long-standing youth sports organization, our mission has always been to provide a positive and enriching environment for young athletes in Texas City. This year, we are seeking funds to help cover the cost of new equipment, field and light usage, and to support players who may not have the financial means to participate.

We would also like to extend our sincere thanks for your generous donation in 2022. That support made a significant difference, and we would be happy to share the impact it had on our athletes and operations at your request.

Your continued support helps us shape not just athletes, but future leaders of our community.

Warm regards,

Texas City Stingarees

TEXAS CITY STINGRAYS

YOUTH FOOTBALL & CHEER ORGANIZATION

April 24, 2025

Texas City Stings Youth Football and Cheer
P.O. Box 16
Texas City, TX 77592
tcstingrays0@gmail.com
(281) 909-7510

EIN: 88-1677854

Dear Future Sponsor,

I hope this letter finds you well. My name is Vera Robinson, and I am the Treasurer of the Texas City Stings Youth Football and Cheer Team. We are reaching out to request your support in the form of sponsorship for our team as we prepare for the upcoming season.

Texas City Stings Youth Football and Cheer is more than just a team; we are a dedicated group of athletes committed to sportsmanship, teamwork, and excellence both on and off the field. However, as with any competitive sport, the costs associated with uniforms, equipment, travel expenses, and training resources can be significant. To continue providing our players with the best opportunities to succeed, we rely on the generosity of sponsors like you.

We believe that partnering with your Company/Organization would be mutually beneficial. As a sponsor, your business will gain exposure to a wide audience, including local families, sports fans, and community members who attend our games and events. Depending on the sponsorship level, benefits can include:

- Your company's logo featured on banners and promotional materials.
- Recognition on our social media pages and website.
- Public acknowledgment at games and special events.
- Opportunities for direct engagement with our team and supporters.

We offer various sponsorship packages and would be happy to discuss a customized plan that aligns with your marketing goals and budget. Enclosed, you will find more details about our sponsorship opportunities.

Your support will make a significant difference in helping our athletes achieve their dreams while also reinforcing the strong connection between your company and our community. If you have any questions or would like to discuss sponsorship options further, please feel free to contact me at tcstingrays0@gmail.com or (281) 909-7510.

Thank you for considering this opportunity to support Texas City Stings Youth Football and Cheer. We look forward to the possibility of partnering with you and building a lasting relationship.

Sincerely,

Vera Robinson
Treasurer
Texas City Stings Youth Football and Cheer

SPONSOR PACKAGES

1ST DOWN SPONSOR

$500 & up

- Business name on banner at field on game days
- 6x8 plaque of appreciation
- Your business will be mentioned in all our ads & games
- Team Hat
- Table at our banquet

TOUCHDOWN SPONSOR

$1000 & up

- Business name on banner at field on game days
- You will receive a signed football from the Board Members
- 6x8 plaque of appreciation
- A free Dry-fit shirt of the league signed from the Board Members
- Team Hat
- Table at our banquet

ALL STAR SPONSOR

$2500 & up

- Business name on banner at field on game days
- You will receive a signed foothall from the Board Members
- 6x8 plaque of appreciation
- A free Dry-fit shirt of the league signed from the Board Members
- Your business will be mentioned in all our ads
- Team Hat
- Table at our banquet

MVP SPONSOR

$5000 & up

- Business name on banner at field on game days
- Business name on flyers
- Social media posts to promote your company/business
- A Dry-fit shirt of the league signed from Board Members
- You will receive a signed foothall from the Board Members
- Your business weblink on our website
- Your business will be mentioned in all our ads and home games
- Team Hat
- 6x8 plaque of appreciation
- Table at our banquet

tcstingrays0@gmail.com 281-909-7510 www.tcstingrays.com

RESOLUTION NO. 2025-071

A RESOLUTION APPROVING THE RELEASE OF COMMISSION GRANT FUNDS AVAILABLE ON BEHALF OF MAYOR DEDRICK JOHNSON, IN THE AMOUNT OF $5,000.00 TO TEXAS CITY STRINGS YOUTH FOOTBALL AND CHEER ORGANIZATION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Mayor Dedrick Johnson has requested that $5,000.00 of his Fiscal Year 2025 grant funds be awarded to a local nonprofit, Texas City Stings Youth Football and Cheer Organization. The funds will be used to provide a supportive environment where Texas City young athletes can develop their skills, build confidence, and form lasting friendships.

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, approves the release of Commission Grant funds in the amount of $5,000.00 to be awarded to Texas City Stings Youth Football and Cheer Organization.

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

PASSED AND ADOPTED this 16th day of July 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

Texas City Commission
Community Grant Fund Application

*This grant application is to be completed and submitted to the Mayor by a member of the Texas City Commission.

Mayor Dedrick D. Johnson, Sr. — At-Large
Name of Sponsoring Commission Member — District

Texas City Stings Youth Football & Cheer
Name of Benefitting Organization

EIN-88-1677854
Tax Exempt / 501c3 Nonprofit Status Number

Amount Requested: $5,000 Date: 7/8/25

Statement of Purpose and benefit to the Citizens of Texas City: Funds will be used to assist the organization with costs associated with uniforms, equipment, field maintenance, referrees, etc.

Other Sources of Funding This Organization is Currently Receiving: Registration, Possible Sponsorships, Fundraising

*Please note that the submission of this application does not guarantee an allocation of funds. The awarding of this grant is contingent upon several factors, including, but not limited to those it being a qualifying organization, funds availability, purpose of funds requested, and final commission approval.

☑ Dedrick D Johnson

CITY COMMISSION REGULAR MTG **(7) (c)**

Meeting Date: 07/16/2025

Debris Removal from Waste Water Treatment Plant

Submitted For: Dj Hutchinson, Public Works **Submitted By:** Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

The Utilities Department is seeking approval to enter into a contract with Magna Flow Environmental to remove debris from waste water treatment plant tanks and head-works. This contract term is for three years with no price increases and the option for two additional 12-month extensions with a maximum of a 4% increase with each additional extension. The cost is estimated up to $245,000.00/yr, which is based on an estimated volume of 700 cu/yds at $350.00/yd.

Account No. 501703 53440 will be used for this expenditure.

Please see EXHIBIT A for detailed bid information.

BACKGROUND (Brief Summary)

Bid 2025-484 was opened on June 18, 2025. Only one bid was received, and it was from Magna Flow Environmental Inc. to remove and dispose of all sand, solids, trash and debris from upper and lower levels of the bioreactors, and other tanks, including head-works effluent receiving tank, located at the Wastewater Treatment Plant.

RECOMMENDATION

Due to the City of Texas City's ongoing relationship with Magna-Flow Environmental, it is the recommendation of the Utilities Department and Public Works Department that we use Magna-Flow Environmental Inc. for debris removal from the WWTP.

Fiscal Impact

Attachments

Exhibit A

Resolution

City of Texas City

Invitation To Bid

Bid Number: 2025-484

Project Title: Debris Removal from Wastewater Treatment Plant

Bid Closing Date: 10:00 A.M.(CST), June 18, 2025

No Bids submitted after the above deadline will be accepted.

COPY

KEY EVENTS SCHEDULE

PROJECT NAME:	**Debris Removal from Wastewater Treatment Plant**
ISSUANCE OF ITB	**Monday, June 2, 2025**
DEADLINE FOR QUESTIONS:	**10:00 A.M., (CST); Friday, June 13, 2025** All questions will be answered in the form of an addendum. All questions related to this Bid are to be directed to the following email: **(purchasing@texascitytx.gov)**
PRE-BID CONFERENCE:	**A pre-bid conference will be held; 10:00 a.m. Wednesday, June 11, 2025, 3901 Bay Street Extension, Texas City**
SUBMITTAL DEADLINE:	**10:00 A.M., (CST); Wednesday, June 18, 2025**
SUBMITAL REQUIRENMENT:	**One (1) Marked Original; Three (3) Marked Duplicates; one (1) USB drive** **MAIL TO:** **City of Texas City Purchasing Department** **Attn: Gwynetheia Shabazz Pope, CTPM, CTCM** **1801 9th Avenue North** **Texas City, Texas 77590**
CITY OF TEXAS CITY COMMISSION AWARD:	A final determination will be made at a future City of Texas City Commission meeting. City of Texas City reserves the right to reject any and all Bids and waive any and all formalities and conditions.
TERM OF SERVICE/PROJECT:	An agreement shall be effective upon execution by the CoTC for three (3) years, and the City of Texas City has the right to renew for a maximum of two (2) additional one (1) year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date.

INVITATION TO BID

ITB 2025-484

TABLE OF CONTENTS

SECTION 1: INTRODUCTION

SECTION 2: SCOPE OF WORK

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SECTION 4: APPENDICES

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SECTION 6: SUBMISSION OF BIDS

SECTION 1

INTRODUCTION

1.1 Description of City of Texas City

The City of Texas City (**"CoTC"**) is a community with 32-miles of coastline and historic architecture that more than 50,000 residents call home. We are home to a port, a major medical complex, and two universities. CoTC employs more than 800 people to provide essential services to our residents.

CoTC located in Texas is a home rule city, and is governed through a Mayor lead form of government.

CoTC web page is located at https://www.texascitytx.gov

1.2 Objective of this Invitation to Bid

The City of Texas City ("**CoTC**") is soliciting bids in response to this Invitation to Bid, **ITB 2025-484** (this "**ITB**"), from qualified vendors to provide all materials, labor, equipment, supervision, incidentals, landfill fees required to remove and dispose of all sand, solids, trash and debris from upper and lower levels of the bioreactors, and other tanks including head-works effluent receiving tank, located at the Wastewater Treatment Plant**, 3901 Bay Street Extension**, Texas City, Texas, properly manifest all loads and disposed of at a TCEQ approved disposal facility (i.e.; landfill). The Texas City's Wastewater plant is profiled for the landfill located at **FM 1764 in Santa Fe, Texas**. The Services are more specifically described in **Section 2** (Scope of Work) of this ITB.

CoTC reserves the right to award multiple Agreements as a result of this ITB if deemed in the best interest of CoTC. CoTC makes no representations of any kind that an award will be made as a result of this ITB.

CoTC is soliciting competitive sealed submissions from vendors having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this ITB. This ITB provides sufficient information for interested parties to prepare and provide submissions for consideration by CoTC.

1.3 Public Information

Bidder is hereby notified that CoTC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

CoTC strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the Agreement award. If the Bidder has notified CoTC, in writing, that the bid Document contains trade secrets or confidential information, CoTC will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall CoTC be liable for disclosure of such information by CoTC in response to a request, regardless of CoTC's failure to take any such reasonable steps, even if CoTC is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the company or vendor agrees that the agreement can be terminated if the company or vendor knowingly or intentionally fails to comply with a requirement of that chapter. Vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

1.4 Type of Agreement

All Bidders are hereby put on notice that if the Bidder is awarded an agreement for procurement of goods or services, CoTC is entering into that agreement in its governmental capacity, and not a proprietary capacity.

An award of an agreement to a bidder(s) does not guarantee the bidders(s) that CoTC shall issue any Purchase Order(s) for the Bidder's goods or services, or guarantee any particular volume use, number, or sales.

Bidder will be required to enter into an agreement with CoTC in a form substantially similar to the Proposed Sample Agreement between CoTC and Bidder (the "**Agreement**") attached to this ITB in Section 7 and incorporated for all purposes.

Bidders should be aware that the contents of the successful bid will become a part of the subsequent contractual documents. Failure of the Bidder to accept this obligation may result in the cancellation of any award.

By submitting a bid, Bidder further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this ITB. The failure or omission of Bidder to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her bid and any ensuing agreement.

Each Bidder acknowledges that CoTC has made a reasonable attempt to provide the Bidder with relevant data. The Bidder, therefore, waives any right of voidance of the agreement based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

1.5 Clarifications and Interpretations

Bidders shall promptly notify the CoTC of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. CoTC shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

CoTC may, in its sole discretion, respond in writing to written inquiries concerning this ITB. Only CoTC's responses that are made by formal written Addenda will be binding on CoTC. Any verbal responses, written interpretations or clarifications other than Addenda to this ITB will be without legal effect. All Addenda issued by CoTC prior to the Submittal Deadline will be and are hereby incorporated as a part of this ITB for all purposes.

Bidders are required to acknowledge receipt of each Addendum as specified in this Section. The Bidder must acknowledge all Addenda by completing, signing and returning the Addenda Checklist. The Addenda Checklist must accompany the Bidder's bid.

Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to CoTC website. All such addenda issued by CoTC prior to the submittal deadline shall be considered part of the ITB. CoTC shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

1.6 Bid Evaluation Process

An award of an agreement to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 252 of the Texas Local Government Code and with the CoTC's purchasing policy. All bids submitted by the Submittal Deadline, accompanied by the number of completed and signed originals that are required by this ITB, will be opened publicly. Any bids that are not submitted by the Submittal Date, or that are not accompanied by the number of completed and signed originals by this ITB, will be rejected by CoTC as non-responsive due to material failure to comply with advertised specifications.

If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, CoTC alone will determine whether the variance is so significant as to render the Bid non-responsive.

Discussions may not be initiated by bidders. These discussions will be limited to issues and topics brought forth by the CoTC. Any attempt by bidder at deviating from the issues and topics to discuss other issues and topics concerning the Bid brought forth by the CoTC shall be grounds for disqualification. Bidders shall not contact any CoTC personnel during the bid process without the express permission from the CoTC's Purchasing Coordinator.

A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. CoTC reserves the right to determine which Bid provides CoTC with the best value and which will be in CoTC's best interest. CoTC Commission shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):

i. the purchase price;
ii. the reputation of the bidder's goods or services;
iii. the quality of the bidder's goods or services;
iv. the extent to which the goods or services meet the municipality's needs;
v. the bidder's past relationship with the municipality;
vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and
viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.

All correspondence relating to this bid, from advertisement to award, shall be sent to the CoTC's Purchasing Division. All presentations and/or meetings between CoTC and the bidder relating to this bid shall be coordinated by CoTC Purchasing Division. CoTC reserves the right to determine which bid provides CoTC with the best value and which will be in the CoTC's best interest.

CoTC reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this ITB with one or more Bidders, (b) reject any and all bids and re-solicit bids, or (c) reject any and all bids and temporarily or permanently abandon this selection process, if deemed to be in the best interests of CoTC. Bidder is hereby notified that CoTC will maintain in its files concerning this ITB a written record of the basis upon which a selection, if any, is made by CoTC.

1.7 City of Texas City's Reservation of Rights

CoTC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this ITB for any project, service and/or good and no such representation is intended or should be construed by the issuance of this ITB. Acceptance of a bid for consideration does not waive this reservation of rights, nor does it imply any obligation by CoTC.

CoTC reserves the right to award one agreement for some or all the requirements proposed or award multiple agreements for various portions of the requirements to different Bidders.

1.8 System for Award Management (SAM.GOV)

All bidders contracting with CoTC may be required to register or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by CoTC Council. Registering online is accomplished on the SAM website here: https://sam.gov/content/home

1.9 No Reimbursement for Costs

Bidder acknowledges and accepts that any costs incurred from the Bidder's participation in this ITB shall be at the sole risk and responsibility of the Bidder. Bidder understands and agrees that (1) this ITB is a solicitation for bids and CoTC has made no representation written or oral that one or more agreements with CoTC will be awarded under this ITB; (2) CoTC issues this ITB predicated on CoTC's anticipated requirements for the Services and/or goods, and CoTC has made no representation, written or oral, that any particular scope of services will actually be required by CoTC; and (3) Bidder will bear, as its sole risk and responsibility, any cost that arises from bidder's preparation of a bid in response to this ITB.

1.10 ITB Withdrawals and/or Amendments

City of Texas City reserves the right to withdraw this ITB for any reason. CoTC reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline.

1.11 Tax Exempt Status

City of Texas City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the bid. CoTC will furnish Excise Tax Exemption Certificate upon request.

1.12 Compliance with House Bills 13, 19, 89 and Texas Government Code Chapter 2252, Section 2252.152 and Section 2252.152.

City of Texas City Requires bidder to verify that they are in-compliance with House Bills and Texas Government Codes. Refer to **Section 5** for these documents

1.13 Bid Validity Period

Once the submittal deadline has passed, any bid Document shall constitute an irrevocable bid to provide the goods and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until an agreement has been awarded by the CoTC.

1.14 Equal Opportunity Employer

CoTC is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. CoTC requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.15 Conflict of Interest Questionnaire (Form CIQ)

A person or business, and their agents, who seek to contract or enter into an agreement with City of Texas City, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in **Section 5**. The form must be filed with the CoTC Secretary no later than seven (7) days after the date the person or business begins agreement discussions or negotiations with CoTC, or submits an application, response to a request for Bids or bids, correspondence, or other writing related to any potential agreement with CoTC. If no conflict exists the bidder must mark the form Not Applicable or NA and return with the bid packet.

1.16 Disclosure of Interested Parties Form 1295

A person or business, who enters into an agreement with CoTC, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is an agreement between the bidder and the CoTC. Do not submit this form unless you receive an award letter from CoTC.**
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.17 Protest Procedure

Any actual or prospective bidder who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the CoTC's Purchasing Division within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Division will promptly issue a decision in writing, via electronic mail, to the protesting person.

ix. All protest lodged by potential or actual bidders, contractors or bidders must be made in writing, via electronic mail, and contain the following information:
   a. Name, address and telephone number of the protestor.
   b. Identification of the solicitation or agreement number and time.
   c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
   d. Identification of the issue(s) to be resolved and statement of what relief is requested.
   e. Arguments and authorities in support of the protest.
   f. A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.

x. In the case of request for proposals, the CoTC Purchasing Coordinator shall ask the protester deliver, via electronic mail, the protest to relevant parties.

xi. The CoTC's Mayor has the authority to render the final determination regarding the protest. Any determination rendered by the CoTC's Mayor will be final.

1.18 Pursuant to Sec. 2-341 of the CoTC Code – Declaration of Policy

A. It is the policy of CoTC to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all CoTC contracts. The purpose and objectives of this article are to:

i. Increase the capacity of local M/WBE's to provide products and services.
ii. Increase the opportunities for local M/WBE's to expand their business with CoTC and other public and private sector business entities.

B. Provided, however, nothing herein shall require CoTC to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Bidder and otherwise qualified unless CoTC may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Bidder.

1.19 BID Bond – Public Works Contracts

Each bidder will be required to furnish with their bid a Cashier's or Certified Check from any bank within the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the City of Texas City. The certified check or Bid Bond will be returned to the unsuccessful bidder(s) and to the successful bidder on the completion of all contract documents and the furnishing of any necessary payment bonds and insurance certificates.

The bid bond or check will be forfeited to the City as liquidated damages should the successful bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said City within thirty (30) days after receiving notice of acceptance of its bid.

1.20 Performance and Payment Bond(s) – Public Works Contracts

V.T.C.A., Government Code Chapter 2253, requires a Performance Bond (for contracts in the excess of $100,000) and a Payment Bond (for contracts in excess of $25,000) to be provided by the Contractor. Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company. The bond(s) will remain in full force and effect until final completion and acceptance of the work.

The bond(s) are to be made payable to the City of Texas City. They shall be written on forms provided by the surety for public works projects in Texas. A surety licensed to do business in the State of Texas must execute the bond.

Bidders should familiarize themselves with the entire provisions of V.T.C.A., Chapter 2253 and the penalties provided for its violation before submitting their bid.

1.21 Statement of Bidder's Qualifications

After bids have been opened and prior to making an award, the City reserves the right to require the lowest bidder to furnish a statement of the bidder's financial resources, his experience, organization and staff for the work contemplated.

The City shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the City that the bidder is qualified to properly carry out the terms of this Contract.

In determining the lowest responsible bidder, the following elements shall be considered:

a) Maintains a permanent place of business;
b) Has adequate plant equipment to do the work properly and expeditiously;
c) Has a suitable financial status to meet obligations incidental to the work;
d) Has appropriate technical experience;
e) Has a satisfactory past performance record;
f) Has a satisfactory safety record.

Upon request, the contractor shall furnish safety information for the last three years, to include: experience modification rating, OSHA recordable incidence rates, and OSHA lost day incident rates.

SECTION 2
SCOPE OF WORK

2.1 Project Title: Debris Removal from Wastewater Treatment Plant

2.2 Specifications

It is the intent of the specifications to describe the Debris Removal from Wastewater Treatment Plant in sufficient detail to secure comparable bids. Bids received must meet or exceed the Scope of Work in Section 3.4.

2.3 Quantities

The quantities listed in this bid are estimated requirements and are not to be construed as a guaranteed quantity of volume under the terms of the contract. The estimated quantity is 700 cubic yards. This could vary in either direction.

SECTION 3

BID PRICING

3.1 Bid Pricing for Services Offered

3.1.1 See below CoTC Pricing Bid (Ref. 3.5). It must be filled out completely and returned with this Pricing Bid.

3.2 CoTC's Payment Terms

CoTC's standard payment terms for services are "Net 30 days."

3.3 Price Increases Upon Extension

Any contract resulting from this ITB shall be effective for three (3) years upon execution by the City of Texas City. Proposed pricing referenced in 3.5 Pricing Sheet shall be firm for three (3) years.

It is agreed that City will have the option to extend the contract for up to two (2) additional years in one (1) year intervals. Upon option to extend, if approved by the CoTC, the Bidder shall modify the rates charged by the Bidder to reflect any changes shown in the comparative statement delivered to CoTC. The maximum increase allowed under this provision shall be four percent (4%) per year. CoTC will not accept, or agree, to any escalation clause higher than four percent (4%) per year. If an escalation clause of greater than the maximum allowed by CoTC, as stated previously, is inserted in the blanks below, CoTC will consider that the amount of escalation is 0%. CoTC shall have authority, in its reasonable discretion, to determine the validity of any change in Bidder's rates. CoTC cannot exercise the Option to Extend with any price increases unless the Bidder completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by CoTC's Fiscal Year which begins in October and ends the following September. (example: FY 2025 October 1, 2025 – September 30, 2026).

Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

FIRST ADDITIONAL YEAR (FY 2029) ESCALATION ..... 4 %
SECOND ADDITIONAL YEAR (FY 2030) ESCALATION..... 4 %

Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the manufacturer.

3.4 Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with CoTC may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than CoTC, will be billed directly to and paid by that governmental entity. CoTC will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, CoTC will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with CoTC.

[ ] Yes, Others can purchase **[X] No, Only the CoTC can purchase.**

3.5 Scope of Work

Bidder will furnish debris removal for wastewater treatment plant as well as dispose of the solids at the Galveston County Landfill TX, LP #1149, Alta Loma, TX 77510 for the following unit price:

UNIT PRICE PER CUBIC YARD (In Figures)	**TOTAL BID AMOUNT Unit price X 700 cubic yards** (In Words)	**TOTAL BID AMOUNT Unit price X 700 cubic yards** (In Figures)	**TOTAL BID AMOUNT** Disposal of Solids at Alta Loma landfill
$ 350.00	Two Hundred Forty-Five Dollars Zero Cents	$ 245,000.00	$ 245,000.00

SECTION 4

APPENDIES

Appendix A – Bid Document

Appendix B – Conflict of Interest

Appendix C – House Bills 13, 19, 89

Appendix D – Property Tax Statement

Appendix E – Nepotism Statement

Appendix F – Non-Collusion Statement

Appendix G – Certification Regarding Debarment

Appendix A – Bid Document

Submittal Checklist: (To determine validity of Bid)

X **Appendix A must be included in the submittal.**

X **Appendix B – G all forms must be complete and included in the submittal.**

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- [X] Appendix B – Conflict of Interest
- [X] Appendix C – House Bill 13, 19, 89 Verification
- [X] Appendix D – Property Tax Statement
- [X] Appendix E – Nepotism Statement
- [X] Appendix F – Non-Collusion Statement
- [X] Appendix G – Certification Regarding Debarment

All Bids delivered to the City of Texas City shall include this page with the submittal.			
ITB Number:	**2025-484**		
Project Title:	**Debris Removal - Wastewater Treatment Plant**		
Submittal Deadline:	**Wednesday, June 18, 2025, at 10:00 a.m.**		
Bidder Information:			
Bidder's Legal Name:	Magna Flow Environmental Inc.		
Address:	14915 Highway 59 North		
City, State & Zip	Humble, TX. 77396		
Federal Employers Identification Number #	76-0367859		
Phone Number:	281-448-8585	**Fax Number:**	281-397-7195
E-Mail Address:	corey.bostick@magna-flow.com		

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into an agreement on behalf of the Bidder.

Printed Name and Position of Authorized Representative: Corey Bostick

Signature of Authorized Representative: Corey R Bostick

Signed this 17th (day) of June (month), 2025 (year)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for bid for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City C Members;
2. Board and Commission members and appointed members by the Mayor and City Commission;
3. Directors of 4A and 4B development corporations;
4. The executive directors or managers of 4A and 4B development corporations; and
5. Directors of the City of Texas City who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a bid or proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict-of-Interest Questionnaire.

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

No Interested Parties

2. ☐Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐Yes ☒No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐Yes ☒No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐Yes ☒No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

_____
Signature of person doing business with the governmental entity

Date June 17, 2025

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of $100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of $100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Corey Bostick (Person name), the undersigned representative of (Company or Business Name) Magna Flow Environmental Inc. (hereinafter referred to as Company)
being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

June 17, 2025
DATE

Corey R Bostick
SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The City of Texas City, Texas has adopted the following policy:

The City of Texas City will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

__X__ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

_____

_____

Corey Bostick
Bidder's Printed or Typed Name

Corey R Bostick
Bidder's Signature

June 17, 2025
Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Bidder or any officer, if the Bidder or Bidder is other than an individual, shall state whether Bidder or Bidder has a relationship, either by blood or marriage, with any official or employee of the City of Texas City by completing the following:

If the Bidder or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Texas City

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Texas City

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Bidder is **NOT** an individual:

__X__ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Texas City.

_____ The officers of the company submitting this bid or proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Texas City.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

BIDDER Magna Flow Environmental Inc.

ADDRESS 14915 Highway 59 North, Humble, TX. 77396

PHONE 281-448-8585

FAX 281-397-7195

BIDDER (SIGNATURE)
Corey R Bostick

BIDDER (PRINTED NAME)
Corey Bostick

POSITION WITH COMPANY
Sales Manager

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID

COMPANY OFFICIAL (PRINTED NAME) Victor Sanchez

OFFICIAL POSITION President

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE

Appendix G – Document 00435
The City of Texas City, Texas

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this bid that Bidder will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Corey Bostick
(Printed or typed Name of Signatory)

Corey R Bostick
(Signature)

June 17, 2025
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE

SECTION 5

REFERENCES

References – This section is required.

Bidder shall provide four (4) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Texas City, or any of its employees.

Reference #1:

Client / Company Name: City of Baytown	
Contact Name: Jerry Lecompte	Contact Title: Operations Manager
Phone: 832-262-1235	Email: jlecpompte@baytown.gov
Date and Scope of Services Provided: WWTP Cleaning and Lift Station Cleaning / 15 years	

Reference #2:

Client / Company Name: City of Humble	
Contact Name: Tommy Hosler	Contact Title: Wastewater Supertindent
Phone: 281-831-1426	Email: hosler@cityofhumble.org
Date and Scope of Services Provided: WWTP Cleaning and Lift Station Cleaning / 15 years	

Reference #3:

Client / Company Name: San Jacinto River Authority	
Contact Name: Steve McKeon	Contact Title: Operation Manager
Phone: 832-381-4295	Email: smckeon@sjra.net
Date and Scope of Services Provided: WWTP Cleaning and Lift Station Cleaning / 15 years	

Reference #4:

Client / Company Name: Kaluza Inc.	
Contact Name: Llarance Turner	Contact Title: R.P.L.S.
Phone: 281-341-0808	Email: lturner@kaluzainc.com
Date and Scope of Services Provided: WWTP Cleaning, CCTV, and Smoke Testing / 6 years	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1325642

Date Filed:
06/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Magna Flow Environmental Inc
Humble, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025-484
Debris Removal from Wastewater Treatment Plant

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Corey Bostick, and my date of birth is March 23, 1977.

My address is 14915 Highway 59 North (street), Humble (city), TX (state), 77396 (zip code), U.S. (country).

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

Executed in Harris County, State of Texas, on the 17th day of June (month), 2025 (year).

Corey R Bostick
Signature of authorized agent of contracting business entity
(Declarant)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Magna Flow Environmental** as Principal, hereinafter called the Principal, and **Philadelphia Indemnity Insurance Company** a corporation duly organized under the laws of the State of **Pennsylvania** as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Texas City

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Greatest Amount Bid**

Dollars (**$5% of G.A.B.**),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Debris Removal from Wastewater Treatment Plant

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **18th** day of **June, 2025.**

Magna Flow Environmental
(Principal) *(Seal)*

Witness

Authorized Agent

Philadelphia Indemnity Insurance Company
(Surety) *(Seal)*

Derick Harrison, *Account Manager* *(Witness)*

Kelly J. Brooks, *Attorney-In-Fact*

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kenneth L. Meyer and/or Kelly J. Brooks with Southern American Insurance Agency, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nora Howard, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Jan. 8, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Notary Public: Nora Howard

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of June, 2025.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

SECTION 6

SUBMISSION OF BID

A. Submittal Packet – How to submit: All Bids must be submitted by mail or hand delivery. Bids submitted electronically will be marked non-responsive.

B. Submittal Packet – Required Contents: All items in this Bid are considered part of the Bid package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Bids not including all of the above will be considered non-responsive. Bidders must submit their Bids on the forms provided herein, otherwise, it will be marked non-responsive.

C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the page of the Bid and on page of **Appendix A-Bid Document.** It is the Bidder's responsibility to have the Bid Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Bidders will be accepted.

D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office, shall be the official time of receipt. CoTC is not responsible for late submission regardless of the reason. Late bids will not be considered under any circumstances.

E. Alterations or Withdrawals of Bid Document: Any submitted bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.

F. Bid Document Format: All bid documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. ***The package must be in the order required in the Scope of Services.*** The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature, anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the bid. Only hand delivered or mailed submittals will be considered

G. Questions and Responses: Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by CoTC Commission will disqualify a vendor from being considered for award.

H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in the **Key Events Schedule.**

6.1 Bid Submittal Order

Bidder is instructed to complete, sign, and return the following documents in the following order as a part of its bid. If Bidder fails to return each of the following items with its bid, then the City may consider this as non-responsive and reject the bid:

6.1.1 Signed and Completed Appendix A – Bid Document **(Section 4)**
6.1.2 Signed and Completed Appendix B – Form CIQ **(Section 4)**
6.1.3 Signed and Completed Appendix C – House Bills 13, 19, 89 Verifications **(Section 4)**
6.1.4 Signed and Completed Appendix D – Property Tax Statement **(Section 4)**
6.1.5 Signed and Completed Appendix E – Nepotism Statement **(Section 4)**
6.1.6 Signed and Completed Appendix F – Non-Collusion Statement **(Section 4)**
6.1.7 Signed and Completed Appendix G – Certification Regarding Debarment **(Section 4)**
6.1.8 Completed References **(Section 5)**
6.1.9 Signed and Completed Appendix I– Federal Clauses **(Section 4) (if applicable)**
6.1.10 Signed and Completed Bid Pricing **(Section 3)**
6.1.11 Signed and Completed Addenda Checklist (if applicable)

Note: It is the bidder's responsibility to make sure they have obtained all addenda.

RESOLUTION NO. 2025-072

A RESOLUTION AWARDING BID NO. 2025-484 DEBRIS REMOVAL FROM WASTE WATER TREATMENT PLANT CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, packets were made available to local area vendors for BID NO. 2025-484 Debris Removal from Waste Water Treatment Plant Contract; and

WHEREAS, proposals were opened on June 18, 2025, and it is the recommendation of the Public Works Department that the proposal be awarded to Magna Flow Environmental Inc., for the service prices proposed.

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

SECTION 1: That the City Commission awards BID NO. 2025-484 Debris Removal from Waste Water Treatment Plant Contract to Magna Flow Environmental.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with Magna Flow Environmental for the proposal attached hereto as **Exhibit "A."**

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

PASSED AND ADOPTED this 16th day of July 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 **(8) (a)**

Meeting Date: 07/16/2025

Consider and take action on 2nd reading of Ordinance 2025-06 to amend the Texas City Code of Ordinances by creating Chapter 162 entitled "Battery Energy Storage Systems" and amending the Code of Ordinances Title XV entitled "Land Usage", Chapter 160 entitled "Zoning" to designate Section 160.051 District S-P (Site Plan) as the zoning designation for Battery Energy Storage Systems and similar 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 the FIRST reading of Ordinance 2025-06, amending the Texas City Code of Ordinances by creating Chapter 162 entitled “Battery Energy Storage Systems” and amending the Code of Ordinances Title XV entitled "Land Usage", Chapter 160 entitled "Zoning" to designate Section 160.051 District S-P (Site Plan) as the zoning designation for Battery Energy Storage Systems and similar projects. (City Engineer)

BACKGROUND (Brief Summary)

Battery Electrical Storage Systems (BESS) are installations of large containers of batteries which are usually located close to an electrical power substation. The batteries charge during periods of low demand and then supplement the electric grid during periods of high demand. Locations close to an existing substation are essential for most of the projects. Texas City has two existing BESS installations at 505 34th Street N and 430 SH 146 N, and two approved sites on SH 146 (410 Hwy 146 N and 701 SH 146). All four locations are south of Palmer Hwy and in or near areas of existing industrial uses. In 2020 and 2021, respectively, these installations were found to be most comparable to the District F-1 Outdoor Industrial zoning classification. Since 2022 and 2023 the applications have been processed for rezoning to District S-P as specific uses which are not normally found in zoning districts. Numerous pre-development inquiries have been received for sites located in various other zoning districts throughout the city, including several in close proximity to existing residential uses or zoning districts. Some of the proposed projects include energy generation as a component of the projects. During reviews of the various applications and presentations to the Planning Board and Zoning Commission, concerns have been expressed regarding risk of battery fire, contamination from site runoff, contamination of air and water byproducts of fire suppression in the event of catastrophic failure, and the ultimate cost of decommissioning. The BESS installations are characterized by their developers as temporary installations. The review procedures of the District SP - Site Plan process were found to be the most thorough for evaluating the proposed projects in the various locations and zoning districts when presented. To provide for consistency and uniformity of review, the Zoning Commission is recommending District SP as the exclusive zoning classification for the BESS and similar projects. Staff are also recommending the adoption of Chapter 162 Battery Energy Storage Systems to establish criteria for review of applications as well as requirements and limitations for screening, setbacks, landscaping, maximum impervious area, and other provisions etc. Adoption of Chapter 162 will provide guidance for potential applicants and developers and assist the Planning Board members, Zoning Commissioners and staff with standards for the consistent administration and application of the zoning and land use regulations to BESS and

similar projects.

RECOMMENDATION

On March 25, 2025, the Zoning Commission voted to recommend the amendment to Section 160.051 to designate District SP Site Plan as the zoning district for Battery Energy Storage Systems and similar projects. Staff recommends approval of Ordinance 2025-06 to create Chapter 162 entitled "Battery Energy Storage Systems" and to amend the Zoning Ordinance Section 160.051 to designate District S-P Site Plan as the zoning district for Battery Energy Storage Systems and similar projects. The Texas City Fire Marshal, Emergency Manager, Chief Building Official and City Attorney have assisted with the drafting and review of Chapter 162 Battery Energy Storage Systems and offer no objection to its adoption.

Fiscal Impact

Attachments

Final Draft Ordinance - 6.25.2025

Minutes

ORDINANCE NO. 2025-06

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, AMENDING THE TEXAS CITY CODE OF ORDINANCES BY CREATING CHAPTER 162 ENTITLED "BATTERY ENERGY STORAGE SYSTEMS" AND AMENDING THE CODE OF ORDINANCES TITLE XV ENTITLED "LAND USAGE", CHAPTER 160 ENTITLED "ZONING" AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE

WHEREAS, the City of Texas City, Texas, is authorized to regulate ordinances pursuant to the Texas Local Government Code;

WHEREAS, the City Commission of the city of Texas City, Texas, needs to amend the Texas City Code of Ordinance Title XV Entitled "Land Usage," to CREATE Chapter 162 entitled "Battery Energy Storage Systems" and to AMEND Chapter 160 – Zoning to add Battery Energy Storage Systems (BESS) and similar uses as a Use restricted to the District S-P Site Plan zoning classification;;

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

WHEREAS, the City's Zoning Commission have reviewed and recommended the amendment to Chapter 160 – Zoning to add Battery Energy Storage Systems (BESS) and similar uses as a Use restricted to the District S-P Site Plan zoning classification at a meeting held on March 25, 2025; and

WHEREAS, the City Commission determines that creating Title XV, Chapter 162 entitled "Battery Energy Storage Systems" and amending Title XV, Chapter 160, "Zoning" to restrict Battery Energy Storage Systems and similar uses to the District S-P Site Plan zoning classification will promote the health, safety and welfare of the City;

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

Section 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Commission hereby further finds and determines that this ordinance's rules, regulations, terms, conditions, provisions, and requirements are reasonable and necessary to protect public health, safety, and quality of life.

Section 2. That City of Texas City's Code of Ordinances Chapter 162 – Entitled " Battery Energy Storage Systems" is hereby created and established in Title XV Land Usage as indicated in Exhibit A, which is attached and incorporated into this ordinance.

Section 3. The City of Texas City's Code of Ordinances, Chapter 160 - Entitled "Zoning,"

Sec. 160.051. District S-P, Site Plan is amended to add the following:

Sec. 160.051 District S-P, Site Plan

(C) Uses.

(1) Uses and reasons for classification. The following uses are included under District S-P due to the following reasons:

(b) Uses restricted to District S-P

(14) Battery energy storage systems (BESS) and similar projects.

a. Basic zoning district most closely comparable to this requested principal use is District F – Light Industrial. However, due to the unique characteristics of these projects, potential hazards, environmental concerns, changing technologies and long-term impacts, the site-specific review required for District SP is warranted and required in all districts, including District F. Planning Board and Zoning Commission and City Commission shall each have broad discretion to consider any and all aspects of the development and its intended use and operation in the interest of promoting the public health, safety, order, convenience, prosperity and general welfare; to protect and conserve the value of land and buildings in the area; and, to minimize conflicts among the uses of land and buildings.

b. Location in, near, or adjacent to existing residential uses or districts is not favored and shall be avoided.

c. BESS projects shall be located at least one half mile from any existing or planned use for vulnerable populations such as schools, daycare centers, assisted living and nursing homes, hospitals, elderly or supportive housing. This distance may be increased or reduced by the City Commission upon recommendation from the Planning Board and Zoning Commission.

d. Site Plans shall comply with the requirements of Chapter 162 Battery Energy Storage Systems.

Section 4. This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

Section 5. It is hereby declared to be the intention of the City Commission of the City of Texas City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction,

such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6. All rights and privileges of the City of Texas City are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 7. That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

Section 8. That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City of Texas City, Texas.

PASSED ON FIRST READING this 2nd day of July, 2025.

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

ATTEST:

_____
Rhomari D. Leigh
City Secretary

PASSED ON SECOND READING this 16th day of July 2025.

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

ATTEST:

_____
Rhomari D. Leigh
City Secretary

PASSED AND FINALLY ADOPTED this 6th day of August 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

Exhibit A to Ordinance 2025-XX

Texas City Code of Ordinances

Title XV Land Usage

Chapter 162 Battery Energy Storage Systems

Final Draft 6.25.2025

Battery Energy Storage Systems

a. Purpose. The purpose of this Chapter is to establish regulations for Battery Energy Storage System (BESS) and similar project sites with the following objectives:

1. Ensure the health, safety, and welfare of the community.
2. Provide a regulatory scheme for the designation of properties suitable for the location, construction, and operation of BESS sites.
3. Mitigate any negative impacts of BESS sites.
4. Provide regulations for proposed, current and existing BESS sites.

b. Definitions.

1. ***Battery Energy Storage System (BESS)*** means one or more devices (i.e. group of batteries), assembled together capable of storing energy in order to supply electrical energy at a future time. BESS facilities charge from the electrical grid or other generating source, typically when there is excess low cost electrical power available, store it in a series of batteries and then discharge when demand is high or supply is low. The rate paid for providing the power back to the grid during the periods of high demand/low supply will typically be more than the rate paid for the power used to charge the batteries.

2. ***Energy Management System (EMS)*** *means a software solution designed to interact with the grid and manage the actions and performance of the BESS. EMS also provides remote oversight via SCADA of the project, including monitoring and status of alarms and provides analytics on the state of health and condition of the battery systems. The EMS includes a Battery Management System (BMS).*

3. ***Battery Analytics Software*** means a cloud-based software solution using energy storage system (ESS) raw data collected by the Battery Management System (BMS) and applies

physics-based algorithms to offer immediate and some predictive detection, of thermal runaway and its associated root causes.

4. ***Similar projects*** means data centers and similar high energy demand installations which may or may not return energy to the grid. Applicability of this Chapter shall be determined by the Director of Engineering & Planning at the time of application.

c. Use Classification

1. BESS facilities and similar uses shall be restricted to locations zoned in accordance with Chapter 160 – "Zoning," Sec. 160.051, District S-P – Site Plan.

2. Installations shall be unmanned – to avoid the mixing of incompatible uses onsite office or shop facilities shall be prohibited. This prohibition is not intended to limit necessary ancillary uses such as equipment storage and maintenance or service related facilities which are not permanently attended or the occasional intermittent temporary access by personnel with knowledge and training about the hazards as necessary for the maintenance of the installations.

d. BESS Development Plan Application Requirements.

1. *Application Fee:* A $5,000 fee is due at time of application submittal in addition to any other fees for zoning change, platting, building permits, or certificates of occupancy.

2. *BESS Development Plan requirements.* An application for a BESS site shall be submitted to the Engineering & Planning Department in the form of a BESS Development Plan. The regulations required for a BESS Development Plan are in addition to and are not in lieu of, permits required by any other provision of the Texas City Code of Ordinances or other governmental agency.

   a. The BESS Development Plan application for a BESS site shall include the following information:

      1. Site Plan indicating the distance between battery containers and distance from all adjacent property lines and structures.
      2. Landscaping and Screening Plan
      3. Elevations and Renderings/Illustrations
      4. Preliminary plume study based upon general design standards and prevailing winds if requested by the Planning Board, Zoning Commission or City Commission as necessary to evaluate a site plan due to particular conditions of the site or surrounding areas. A final plume study based upon the actual design of the BESS may be required during the permitting process.
      6. Reimbursement Agreement for the payment of the City's third party expert and deposit in amount determined by the Director of Engineering &

Planning.

7. Applicants shall provide contact information and the operational experience for each of the following: the developer/operator, equipment manufacturer, Engineer, system operator, insurance, and on-site operations and maintenance. Operational experience shall include any record of fire incidents with installations similar in type or kind to the project being proposed in the application.

8. Such other information as the City deems reasonably necessary to administer this Chapter.

e. Setbacks and Location and Area Regulations

1. BESS Systems shall meet the minimum setback requirements established in their respective zoning district.

2. A BESS site shall be no closer than 1,500 feet perpendicular in any direction from another BESS site measured at the perimeter fence. This distance may be increased or reduced by the City Commission upon recommendation from the Planning Board and Zoning Commission.

3. The setback requirement for a BESS site perimeter fence shall be the greater of either:

   a. A minimum of 200 feet from the nearest property zoned for single-family uses or school; or

   b. A setback distance required based on Plume modeling and testing data.

   c. A distance set by the City Commission upon recommendation from the Planning Board and Zoning Commission.

4. Additional setbacks may be considered based on proximity to underground pipelines, railroad tracks, and overhead utilities.

5. Increased setbacks may be recommended by the Planning Board or Zoning Commission to the City Commission on a case-by-case or site-by-site basis.

6. Spacing of on-site containers shall be a minimum of 15ft when submitted for the Development Plan approval and/or any zoning change. At the time of building permitting, on-site container spacing may be determined by a Hazard Mitigation Analysis relying on data produced by the UL 9540A Fire Testing upon recommendation of the City's third party expert with the approval of the Fire Marshal and Chief Building Official.

7. All driveways, driving areas, and any area subject to vehicle movement shall be paved. Parking areas and laydown yards shall be paved as necessary to provide access, avoid rutting, and prevent noxious dust from affecting adjacent and nearby areas. Consideration shall be given to maintaining the quality and value of the area for future development of adjacent and nearby properties.

8. Containment of runoff shall be in accordance with state and local regulations and shall protect the public surface water supply and drainage system from the runoff of any contaminants into the water supply or drainage system.

9. Preference will be given to sites that are not adjacent to or within 300 feet of a roadway classified as an arterial or higher.

10. ***Flood Risks.*** BESS shall not be installed in a FEMA designated Special Flood Hazard Area or other site with known history of flooding or drainage issues.

11. For sites located in remote currently undeveloped areas which do not have direct access to a paved public street but can provide paved access satisfactory to the Fire Marshal by recorded easement in form satisfactory to the City Engineer and City Attorney, the platting requirements of Section 159.050(D)(Street Frontage), Section 159.053 (Water System) and 159.054 (Sanitary Sewer) may be deferred by the City Commission, upon recommendation from the Planning Board and Zoning Commission until such time as other development commences in the area. This deferral shall not operate as a precedent for the waiver of these requirements for the BESS project or for any other purpose except the sole installation of an unmanned BESS. The deferral period may be ended by the City Commission based upon subsequent development and platting in the area. Upon such ending of the deferral period, the BESS owner shall satisfy the deferred requirements in a timely manner as determined by the City Commission upon no less than six (6) months written notice. Failure to satisfy the deferred requirements in an acceptable timeframe may result in revocation or non-renewal of the Certificate of Occupancy for the site.

f. Fire and life safety. BESS sites are required to meet, but are not limited to, the following applicable codes and standards as adopted by Texas City, including amendments and updates:

1. IFC and the listed NFPA references within the IFC including any and all local amendments.

2. NFPA 855 Standard for the Installation of Stationary Energy Storage Systems. The most current version adopted by the City shall apply.

3. Provide a environmental site plan that includes significant environmental features such as floodplain and watercourses and general description of proposed protective and firefighting water containment measures.

4. There shall be an enclosure-level air monitoring system for vapor detection to the satisfaction of the Fire Chief and Fire Marshal.

5. Make provision for fire protection and fire fighting water satisfactory to the Fire Marshal and TCFD Fire Chief. When connecting to public water supply, provide a water fire flow analysis at the permitting phase to ensure the existing water infrastructure including any improvements required to be made by Applicant can support the anticipated firefighting demands.

6. Provide the Fire Department with any requested or recommended equipment needed to monitor and test the air and water for any hazards at these sites during emergencies. All monitoring equipment satisfactory to the Fire Marshal and TCFD Fire Chief shall be provided to the Fire Department by the BESS owner prior to the delivery of the first BESS unit to the site and at any time thereafter when a need is reasonably identified by the Fire Department.

7. Provide annual training to the Fire Department and mutual aid agencies for hazards and responses related to the BESS systems.

8. Furnish all necessary firefighting equipment, related to the proposed BESS site, as requested by the Fire Marshal to the City's Fire Department prior to the delivery of the first BESS unit to the site and at any time thereafter when a need is reasonably identified by the Fire Department.

9. The fire command center and water supply should be situated at a safe distance from the closest BESS enclosure, based on deflagration data and satisfactory to the Fire Marshal.. At minimum, the distance should be 100 feet, as per NFPA requirements, unless approved otherwise by the Fire Marshal.

10. The fire service command center shall be sheltered from the weather and have an overhang to reduce glare on the command center and allow emergency personnel to work under and review all emergency response plans and information needed to bring the incident under control.

11. All BESS sites shall adhere to any additional requirements and/or safety items set forth by the most current version of NFPA and IFC, specifically addressing ESS sites if 25% or more batteries are replaced or added to the site/containers.

12. Any incidents that exceed a 12-hour working period shall require a third-party hazardous materials team to respond to help control/monitor them for the duration of the event.

13. The City's Public Works approved water meters shall be installed on-site to monitor how much water is used during emergency responses to BESS sites.

14. A documented plan if an exhaust fan fails to work during an emergency.

g. Landscaping and Screening. The BESS site shall comply with the following landscaping and screening requirements. Additional requirements may be imposed by the City Commission upon recommendation from the Planning Board and Zoning Commission.

1. The BESS installations shall be fully screened from visibility on any and all gateway or thoroughfare and/or adjacent streets and shall have and maintain substantial landscaping of at least 15% or more as recommended by the Planning Board.

2. A masonry wall, at least the height of the containers, shall be installed around the perimeter of the facility. Where adjacent to surrounding communities, the screening wall shall match existing walls in style and material to the greatest extent possible.

3. The masonry wall shall be designed to withstand a blast door from a BESS container striking it unless the containers are shown to be compliant with the blast containment requirements of applicable codes and satisfactory to the Fire Marshal.

4. For projects visible from any public right of way which is not gateway, thoroughfare or public street, a continuous hedge shall be installed adjacent to the masonry wall. Planning Board may consider the minimum landscaping requirement to be at least one large shrub capable of reaching a minimum height of four feet for each eight linear feet of required screening fence and one street tree for each 50 feet of required screening fence, provided that, not less than one street tree and three large shrubs are provided for each site. The Planning Board may apply a greater standard as it finds appropriate based on the location and characteristics of

the particular site.

5. At least 50% of the site shall be pervious. All pervious areas shall be landscaped and maintained in accordance with Section 160.088 of this chapter. The Planning Board may recommend approval conditioned upon a site-specific higher standard.

6. For sites located in currently undeveloped areas which are not visible from a gateway, thoroughfare, public street or public right of way, the City Commission, upon recommendation from the Planning Board and Zoning Commission may defer implementation of the requirement for landscaping until such time as development commences in the area. This deferral shall not operate as a precedent for the waiver of the landscaping requirements which may otherwise be applicable to development in the area. The deferral period may be ended by the Planning Board based upon development and platting in the area. Upon such ending of the deferral period, the BESS owner shall have six (6) months upon written notice to install the requisite landscaping. Failure to install the required landscaping may result in revocation or non-renewal of the Certificate of Occupancy for the site.

h. BESS Building Permit Application Requiremes:

1. Building Permit Application Fee: Building permit fee to be assessed as Commercial Electric based upon valuation in accordance with fee schedule approved by City Commission.

2. *Building Permit Application Requirements:* The Chief Building Official with consultation from the Fire Marshall shall establish forms and guidelines for the BESS Building Permit Application. The Building Permit Application for a BESS site shall include the following information at minimum:

   i. Final Site Plan Drawing
   ii. Hazard Mitigation Analysis based on specific BESS equipment to be installed
   iii. Emergency Response Plan
   iv. Sound modeling, if required: (1) by the Planning Board, Zoning Commission or City Commission as a condition for approval of a Development Plan approval; or (2) by the Chief Building Official for a BESS site located within 500 feet of a property zoned or used for single-family use
   v. Plume Study, if required: (1) by the Planning Board, Zoning Commission or City Commission as a condition for approval of a Development Plan approval; or (2) by the Chief Building Official for a BESS site located within 500 feet of a property zoned or used for single-family use
   vi. Contact information and the operational experience for each of the following: the developer/operator, equipment manufacturer, Engineer of record, system operator, insurance, and operations and maintenance.

i. Emergency Response Plan. A copy of the approved Emergency Response Plan shall be given to the system owner, the Fire Department, mutual aid agencies, and the Emergency Management Department. The Emergency Response Plan shall be approved by the TCFD, TCPD, Fire Marshal and Emergency Manager any others as may be required by the City prior to the BESS being installed on the site. The Emergency Response Plan shall at a minimum include the following:

1. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.

2. Procedures for inspection and testing of smoke, heat, gas and other alarms, interlocks, and controls.

3. Procedures to be followed in response to notifications from the Battery Energy Storage Management System, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure.

4. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.

5. Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment.

6. Identify a process to manage BESS equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged battery energy storage system equipment from the facility.

7. Other procedures as determined necessary by the Fire Chief and Fire Marshal to ensure the safety of occupants, neighboring properties, and emergency responders.

8. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

9. A mitigation plan indicating actions for post-event response and clean-up. Should an event occur, preventative action must be completed (with corrective action report) to prevent reoccurrence.

10. Provide a list of emergency contacts that shall be updated annually or when significant changes are made, whichever is earlier.

11. A documented plan for natural disasters and/or extreme environmental conditions such as high ambient temperatures and/or humidity, including how flooding or brackish water would affect the BESS devices if compromised and emergency procedures for mitigating the negative effects of such scenarios. How does the site ensure in the event of an emergency that the BESS site is not contaminating the ground or source water?

j. ***Noise.*** If a BESS site is located within 500 feet of a property zoned for single-family use, a noise study indicating that noise level shall not exceed an ambient level measured at the single-family property line may be required by the Planning Board, Zoning Commission or City Commission.

k. ***Plume Modeling.*** To determine the potential toxic risk to those in proximity to the BESS, including responding firefighters, a plume analysis may be required during the permitting process by the City based upon existing conditions at the site or surrounding area. When required by the City, the plume analysis shall utilize appropriate modeling to evaluate worst-case scenarios with varying weather conditions and toxic gas release rates. The plume study shall address toxicity hazards based on toxic gases expected to be released based on gas composition measurements from the cell and module level testing pursuant to UL9540A or other testing. The plume analysis shall include battery failures with both flaming and non-flaming scenarios. These scenarios should be based on results from relevant tests such as UL 9540A tests and include modeling of a full

propagation event involving an entire BESS enclosure. The modeling of multiple BESS enclosure failures shall not be required except where testing or analysis indicates that this is to be reasonably expected. Model assumptions, techniques, results, and a summary document shall be provided in a report. The plume study shall be conducted by a qualified firm with experience in plume modeling for battery energy storage systems. The city shall commission the plume model and all costs incurred by the City shall be fully reimbursed by the BESS applicant. The City may in its discretion allow the BESS owner to commission the plume study required by this section.

l. Remote Monitoring. All BESS sites shall have a redundant 24/7 site monitoring system (approved supervising station) to detect and prevent thermal runaway. The system shall be subject to the following requirements:

1. The system shall have detectors for temperature, gases, and smoke installed.

2. System alerts and detection warnings of a potential thermal runaway, smoke detector activation, or gas detector activation or any other critical nature shall be sent to local emergency services (Fire and Police Departments), site and remote operators, and owners.

3. Alerts and detections of a potential thermal runaway, smoke detector activation, or gas detector activation shall trigger BESS unit shutdown and exhaust fan initiation at a minimum.

4. All critical safety systems and remote monitoring systems shall have a secondary source of power in the event of a power failure.

5. A plan shall be provided showing the capability of providing battery backup power for as long as it takes for a permanent (generator) power source to be put in place. The company shall send its backup power plan to the Fire Marshal's office at time of permitting for review. The plan shall explain how they will sustain emergency backup power until normal power is restored, especially during a natural disaster.

6. For additional safety and redundancy of a commercial energy storage system (ESS) installation, a Battery Analytics software system shall be required to monitor the data produced by the Battery Management System (BMS). Indications of a

potential failure shall be immediately transmitted to the energy storage system operator and to the fire department.

m. Listing and Testing of Site. The following standards are applicable to the listing and full-scale testing of stationary energy storage systems. The City may accept battery systems listed and tested to later editions of these standards when necessary to address evolving standards applicable to a rapidly developing technology.

1. Listing. All stationary energy storage systems shall be tested and listed by a nationally recognized testing laboratory to the following standards:

   a. Underwriters Laboratories (UL) Standard 1741, entitled "Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;"

   b. Underwriters Laboratories (UL) Standard 1973, entitled "Batteries for Use in Light Electric Rail (LER) Applications and Stationary Applications," and

   c. Underwriters Laboratories (UL) Standard 9540, entitled "Energy Storage Systems and Equipment."

   d. Underwriters Laboratories (UL) Standard 1642, entitled "Standard for Lithium Batteries."

2. Full-scale testing. Stationary energy storage systems shall be tested to Underwriters Laboratories (UL) Test Method 9540A, entitled "Safety Test Method for Evaluating Thermal Runaway Fire Propagation in Battery Energy Storage Systems," or other approved standard or test data; and shall be subjected to a large- scale destructive fire test of a complete BESS.

n. Supervision of Site. A stationary energy storage system shall be operated and maintained under the general supervision of a technical expert held to the following standards:

1. Be trained and knowledgeable in the installation, maintenance, and operation of the battery system, such as a person engaged in the design or installation of such systems;

2. Possess the manufacturer's installation, specifications, ratings, listing, and operating specifications for each battery system and any associated fire protection systems;

3. Immediately report any emergency condition affecting a battery system to the Fire Department; and

3. Provide technical assistance about the stationary energy storage system installation to the Fire Department and, in coordination with the BESS owner and/or energy storage management system monitoring facility, identify a subject matter expert (such as a representative of the manufacturer) who can provide technical assistance about the battery's design and performance in the event of an emergency condition affecting the battery system.

o Site Reviews and Inspections

1. The City will contract with a qualified 3rd party expert with relevant knowledge and experience to review all BESS sites for compliance with applicable life/safety requirements. The 3rd party expert shall provide the following deliverables for each site:

    a. General Safety Analysis of the proposed site.

    b. Review to confirm compliance with IFC and NFPA regulations.

    c. Review of building permit.

    d. Inspections are conducted during construction, and a final inspection is performed prior to operations commencing.

    e. Any other matters requested by the City.

2. The Applicant proposing the BESS site shall execute a reimbursement agreement with the City at the time of Development Plan application for all costs incurred by the third-party expert for reviews and consultation with the City regarding the application. The Applicant shall provide a deposit in an amount determined by the Director of Engineering & Planning. The Applicant shall maintain a positive

balance of funds on deposit for the reimbursement of the third-party expert fees. Any unexpended funds remaining on deposit six (6) months after the site receives an unconditional Certificate of Occupancy shall be refunded to the Applicant. Any funds expended for reimbursement to the City for third party services may be applied as a credit or pre-payment against the building permit fee when the permit fee is collected by the Building Official.

3. The City's Fire Marshal's office will be involved in all plan reviews, construction, and inspections to ensure compliance with Fire Department requirements.

p. Event Response. If City employees respond to an incident at the site; the operator of the BESS site shall adhere to the following requirements:

1. A technical expert with knowledge of the BESS operations must be on-site within one hour of any remote monitoring alert of a critical nature.

2. All City costs associated with the incident must be reimbursed at a rate specified by the City.

3. Any third-party response requested by the City or TCFD to provide for the health, safety and protection of the public will be at the cost of the BESS owner or and/or operator and/or property owner. (Hazardous materials company, Specialized fire equipment, encapsulating agent, air monitoring, or other city assets).

. *Insurance.* The operator of the BESS site shall provide and maintain, as current, a certificate of liability insurance in form and content satisfactory to the City Engineer and City Attorney. The City shall be named as an Additional Insured.

r. On-site Signage. The operator of the BESS site shall post in a conspicuous location at the entrance to the facility a sign subject to the following regulations:

1. The sign shall be reflective and weatherproof and shall be placed at all entrance gates to the facility, as well as on the entrance to any buildings that may house any components of the BESS.

2. Lettering shall be a minimum letter height of 3/8" permanently affixed.

3. The sign shall display the following information:

a. 24/7 Contact Information.

b. Types of technology associated with the BESS.

c. Any special hazards associated with the BESS.

d. Type of suppression system installed.

e. Disconnect and other emergency shutoff information.

f. Command Center location.

4. The sign shall be inspected annually by the BESS operator and by the City to ensure its structural integrity and legible to the satisfaction of the City and to determine if any additional information is required by the City.

s. Decommissioning.

1. Upon the ceasing of operations or the end of life of the facility, whichever comes first, the site shall be decommissioned based on the following criteria:

a. The owner shall notify the city, the Fire Chief, and the Fire Marshal before any work is started.

b. All above and below ground features (i.e. containers, underground utilities, foundations, gravel, etc.) shall be removed from the site with the exception of the drainage improvements and access road. The site shall be returned to its natural pre-construction ground state.

c. All material removed from the site shall be disposed, reused, and recycled in accordance with state and federal requirements.

d. Any adverse substances that may have entered the ground during the course of operations shall be removed from the property and properly disposed of.

2. Prior to issuance of the Certificate of Occupancy or any authorization to operate the facility, the Applicant shall:

a. Provide a Decommissioning Bond, with the Applicant as the Principal and the instrument shall run to the City, as obligee, and shall become effective on or before the beginning of operations at the site and shall remain in force until the property is fully decommissioned. The amount shall be based on a Professional Engineer's signed and sealed estimate of current costs to decommission the site, at build-out, with an adjusted inflation rate based on the average CPI over the last 10 years from the U.S. Bureau of Labor Statistics.

b. If approved by the Mayor on a case by case basis, a bond, letter of credit or other financial security in the amount specified hereinabove in a form acceptable to the City Attorney and the City Engineer may be provided in lieu of a Decommissioning Bond.

c. The bond or other security shall remain fully enforceable and in effect so long as the BESS system exists at the site, without regard to whether it is operating or operational.

t. Agreement for Payment in Lieu of Taxes. Prior to the issuance of a building permit, the applicant shall enter into a Payment in Lieu of Taxes Agreement or similar agreement with the City to compensate the local taxing authorities for the loss in tax revenue attributable to depreciation and/or other factors. The agreement shall provide that if the value per square foot of the BESS project site set by the Galveston County Appraisal District is less than the average per square foot value of all commercial property located in Texas City, the BESS owner will make a payment in lieu of taxes to Texas City equal to the amount necessary to equal the ad valorem tax due to Texas City based upon a value equal to a fixed factor set by the Mayor multiplied by the average value per square foot of all commercial property located in Texas City multiplied by the square footage of the BESS project. The fixed factor set by the Mayor shall be stated in the PILOT Agreement and shall not be more than 1.25 or less than 1.0.

u. Transfer of Ownership. The Applicant shall provide written notification to the Engineering & Planning Department at least thirty (30) days prior to any change in ownership of a BESS. A change in ownership includes any kind of assignment, sale, lease, transfer, or other conveyance of 20% or more of ownership or operating control of the applicant, the BESS owner or the BESS operator, or any portion thereof. The Applicant or successors-in-interest or assignees shall remain liable for compliance with all conditions, restrictions and obligations contained in the approved Development Plan, the provisions of this Ordinance, and applicable City, state, and federal laws.

EXCERPT FROM ZONING COMMISSION MEETING HELD ON MARCH 25, 2025

The Zoning Commission of the City of Texas City met in a regular meeting on Tuesday, March 25, 2025, at 5:00 p.m. Zoning Commission members present were: Chairman Perry O'Brien, Co-Chairman Aric Owens, Commissioner Thelma Bowie, Alternate Lisa Salinas and Alternate David Zacherl. Staff members present were: Kim Golden (Secretary), Casey Bennett (Chief Building Official), David Kinchen (Deputy Building Official), Curt Kelly (Engineering & Planning Administrator), Veronica Carreon (Planning & Zoning Technician), Jason Brown (Fire Marshal). Guests were: Ron Stone, Jr., Patrick Tarpey, Bobbie Tarpey, Don Tarpey, Dennis Irby and Henry Gomez.

Chairman Perry O'Brien indicated a quorum was present and called the meeting to order.

* * * * * * * * *

(6) REGULAR ITEMS

a. Consider and make recommendation regarding an amendment to the zoning ordinance to designate Battery Energy Storage Systems (BESS) and similar projects as a use restricted to Section 160.051 District "S-P" (Site Plan) and further providing therewith.

Ms. Golden stated this matter is being presented again because the City Commission meeting held on January 8th, 2025 was null and void. The actions that occurred there were held to be null and void which included the appointment of Alternate Member David Zacherl. Zacherl attended the February 18, 2025 Zoning Commission meeting as an alternate member and was a vote in favor. To avoid any issue with the validity of the Zoning Commission action, the matter is being brought back to the Zoning Commission again. No changes have been made to the proposed amendment to the Zoning Ordinance. Ms. Golden reiterated this was exactly the same thing that was presented at the meeting in February.

She stated they are talking with the representatives of projects that have presented concerns to the Commission and with BESS industry officials for additional input and tweaking to Chapter 162. There have been not objections made to the amendment to the Zoning Ordinance to make it a requirement for the BESS projects to be in District "S-P".

The Zoning Commission is required to make a recommendation about the proposed change to the zoning ordinance. Staff's recommendation is that the Zoning Commission recommend this change in the zoning ordinance to the City Commission to make the BESS and similar projects, exclusive to the District "S-P" (Site Plan).

This change will make it necessary for all of the BESS projects to go through the full process of review by the Planning Board, the Zoning Commission, and the City Commission, which will include at least two public hearings for opportunity to get site specific input from the public about each project as it is considered.

This change in the zoning ordinance would apply to any applications for BESS projects that are presented to the City after the ordinance is changed. This change to the ordinance is basically codifying the practice has been used for BESS projects for the last two years because under District "S-P", we have discretion when there are unique projects or new types of projects to handle them through District "S-P".

The Zoning Commission has in its agenda packets the minutes from the February 18th meeting which included the comments that were received at that previous public hearing from the projects and the industry representatives. Ms. Golden stated that if the Commission wanted her

to respond to any of those comments she would, but basically none of the comments were directed toward the change in the zoning ordinance.

Ms. Golden advised that in conversations with the project representatives after the February meeting, none of them had any issues with the proposed change to the zoning ordinance. There is some edits to consider in Chapter 162, for some clarification. Some provisions that are going to make it clear the City Commission has discretion to consider a number of factors when deciding about the zonign change, which is what the BESS projects have requested.

Ms. Golden stated one thing that she forgot to mention last time, when she was telling you all the folks they had talked to and who had helped them prepare this ordinance, staff consulted with TNMP about BESS projects in general. Staff confirmed directly from TNMP the benefit of these projects to the grid and now have a better understanding about how a project here in Texas City is of some benefit to Texas City. It does, in fact, support the entire system, but because of the way things are laid out, there is an enhancement and benefit to Texas City for the projects to be located in Texas City.

Co-Chairman Aric Owens stated that he sat in on the Community Action Committee. He understands the Spearmint project on Attwater Avenue is currently zoned heavy industrial. He asked to help him understand how they go from heavy industrial to site plan. He asked if this is still the same zoning change process?

Ms. Golden responded yes and again, it affords you the visibility about the project. Every project will be looked at like that.

Chairman O'Brien added that District "S-P" has been used for a variety of different things

Co-Chairman Owens replied this one is just very specific and when he looked at this, he just wants to make sure that these guys aren't spending as much money doing a site review for trying to find a place that they can't confirm to their desired use. He just wants to make sure he understood that was the process in using site plan.

Chairman O'Brien asked if that facility should go away what does that revert back to?

Ms. Golden responded the zoning designation would remain "S-P" but if the next person wanted to do anything different from the exact same project, they would have to come in and go through the process to rezone the site to whatever designation fit the next proposed use.

Co-Chairman Owens then stated he had another question. So, we have these decommissioned bonds that were required in this step - how do those work? Is it in the sense that they pre-fund that and it sits in an escrow account, or do they pay that annually? He doesn't know enough about these. For example, if he has a life insurance policy and he stops paying on it, does that policy go away? If these developers run into a situation where they're not making money and they become insolvent, but we've still got these assets on the ground, and they had a decommissioning bond at one point ,do they keep funding that or do they fund that up front and then it is held in escrow? After that period when they get ready to vacate, either the city will have to cash that bond in to clean up the site, or they clean up and the city refunds or that bond goes away. How is that handled?

Ms. Golden responded there are ordinances which require similar conditions of surety. Pipeline permits require it. Oil and gas drilling permits require it. So, the fact that we're requiring a surety bond is not new. We're doing it already. Some other site plan development agreements, such as for sandpits have a requirement for surety. They can do it with a bond, but the city has also accepted cash deposits and letters of credit. The type of surety can be right sized to the situation.

Co-Chairman Owens asked what would the BESS ordinance require. Ms. Golden replied as

written the type of security would be worked out on a case-by-case basis. It will be worked out similar to the way the provisions in a development agreement are worked out. We currently do that with subdivisions. It's not an unusual process for cities to do that. And again, what the Zoning Commission is doing is balancing the interest of supporting the project with being sure that the interest of the city is protected, too. And you're wanting to right-size that rather than set in place, hard and fast one size fits all rule. As proposed, the ordinance will allow the City the flexibility to right-size these requirements to each project.

Spearmint in particular is pushing back on having to provide all the required submittals all at once at the beginning before they know if they can use the site. The intent and purpose of the ordinance is to align the submittal requirements with the pace of the project development so that as the applicants are developing their project, the information they have to develop to go to the next step aligns with what the city is requiring. So there will be the development plan stage, the building permit stage, and the certificate of occupancy stage. There will be submittal requirements at each one of those stages which the projects will already have based on the progression of the project.

Commissioner Bowie stated when the motion is read there are actually two recommendations. Can they be combined or do we need to make separate recommendations to vote on?

Ms. Golden referred to the staff report and clarified that the Zoning Commission is recommending approval of the specific text to be included as an amendment to the Zoning Ordinance which is the text that will be advertised in the newspaper.

As she mentioned last time, and as a reminder, because Mr. Owens wasn't in attendance - the only thing the Zoning Commission is voting on is the amendment to the zoning ordinance which is printed in the staff report. It will read that this will be handled as a District “S-P”. It gives a few criteria in there. The Chapter 162 information, which has all the other requirements, the decommissioning and all that, is for the City Commission to consider. Chapter 162 is not a part of the Zoning Ordinance.

Chairman O’Brien asked if there were any other questions.

Ms. Golden wanted to note that the ordinance is coming to the Zoning Commission as a recommendation from her and from the city attorney, the Fire Marshal, the Building Officials and Emergency Management. The City’s our third-party subject matter experts and outside legal counsel also participated in writing and recommending the ordinance. There was a lot of input obtained from industry including TNMP.

Chairman O’Brien added it is a tool that staff are recommending with a lot of effort and study going into its development. He asked what would be the other option without the tool.

Ms. Golden replied they would keep use the optional District SP process, but it would be on an ad-hoc basis and might not be as consistent from one administration to the next or as personnel changed. As volunteers on these boards they have asked for clarity from the City Commission about some of these things. This ordinance is the way the City Commission clear communicates to the boards and to staff that it wants the BESS projects to be handled as District “S-P”. And then there's no question for the boards about how to proceed.

Co-Chairman Owens stated he had one more question. Do we look at them as size? As he recalled, the first BESS project approved was maybe four or five containers and now we've got this large project by the water plant. Does the city or the ordinance have a maximum of megawatts? Are they tiered? Are there some criteria to use as a guide?

Ms. Golden replied that staff have looked at ordinances that have been adopted by other cities in other states. There haven't been a lot, but there have been some. Some of the other places

that have been doing this for a while do have separate criteria based on the size. Texas City doesn't really have a need to parse it out like that at this time. Because it's in District "S-P" you have the flexibility to right-size it to whatever size project. So, if you've got 10 megawatts coming in then you can handle the requirements for that. If you've got 200 or 300 megawatts, then we can all look at it.

Co-Chairman Owens asked if it would be restricted based on the size of the property because they have to be spaced so far apart.

Ms. Golden replied that it would be looked at through the review process.

Chairman O'Brien asked what everyone thought. There were not further questions or comments.

A motion was made by Commissioner Thelma Bowie/Alternate David Zacherl to recommend an amendment to the zoning ordinance to designate Battery Energy Storage Systems (BESS) and similar projects as a use restricted to Section 160.051 District "S-P" (Site Plan) and further providing therewith. All other members present voted aye.

Chairman O'Brien asked if this recommendation to the City Commission would come in the form of a letter.

Ms. Golden replied that it would be presented in the minutes from this meeting and referenced in the staff report to the City Commission.

DRAFT

CITY COMMISSION REGULAR MTG **(8) (b)**

Meeting Date: 07/16/2025

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

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

BACKGROUND (Brief Summary)

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

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

* The only change from the first meeting was the addition of the word "outdoor" to the title and description of the proposed Ordinance to better explain the location of the receptacles and bins in question. (6/20/2025)

RECOMMENDATION

Staff recommends consideration and approval of the Ordinance.

Fiscal Impact

Attachments

1

2

3

Ordinance


O'Reilly
AUTO PARTS
FURNITURE + APPLIANCES +
ELECTRONICS
CLOTHING DONATION
DROP BOX


ALDI
DOLLAR TREE
DRESS FOR LESS
cricket
SALLY
susan g. komen

CLOTHING DONATION
DROP BOX

ORDINANCE NO. 2025-12

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

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

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

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

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

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

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

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

DONATION BINS OR RECEPTACLES

Sec. 94.080 – Definitions

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

Sec. 94.081 – Prohibitions

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

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

Sec. 94.082 – Enforcement

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

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

Sec. 94.083 – Penalty

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

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

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

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

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

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

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

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

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

ATTEST:

_____
Rhomari D. Leigh
City Secretary

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

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

ATTEST:

_____
Rhomari D. Leigh
City Secretary

PASSED AND FINALLY ADOPTED this 16h day of July 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 **(8) (c)**

Meeting Date: 07/16/2025

34th Street Ditch Improvements Project

Submitted For: Dj Hutchinson, Public Works **Submitted By:** Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

The Public Works Department and ARKK Engineer are seeking Commission approval to enter into a contract with Carlson McClain Construction Company LLC for the 34th Street Drainage Improvements Project CDBG DR-GLO Contract No. 22-085-017-D253 in the amount of $3,285,288.00.

BACKGROUND (Brief Summary)

On July 2, 2025, the City of Texas City received three (3) bids for the above-referenced project. The project involves the erosion repair of the existing 34th Street Ditch around the Palmer Highway ditch crossing and the Magnolia Avenue ditch crossing, including the removal and replacement of the existing concrete slope paving, installation of retaining walls, and ditch regrading. Please see Bid Tabulation (EXHIBIT A)

RECOMMENDATION

Carlson McClain Construction Company, LLC., provided a list of qualifications and references for this project and just recently completed the Sheet Pile Replacement at Pump Stations A and B for the COTC. This project was completed in a satisfactory manner and City Staff is pleased with the results. ARKK Engineers and City staff met with Carlson McClain's management team to discuss this project, along with the City's expectations and feel confident that Carlson McClain will successfully complete the work within the allocated contract time. We recommend that the City of Texas City award the 34th Street Drainage Improvements Project to Carlson McClain Construction Company, LLC., for a total amount of $3,285,288.00. Please see Letter of Recommendation (EXHIBIT B).

Fiscal Impact

Attachments

Exhibit A

Exhibit B

Resolution

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER: CARLSON MCCLAIN CONSTRUCTION COMPANY, LLC.		LUCAS CONSTRUCTION COMPANY, INC		CE BARKER, LTD.	
(A) GENERAL CONSTRUCTION ITEMS									
1	Mobilization (Not to Exceed 3% of Total Bid), Complete in Place, the Sum of:	LS	1	$ 90,000.00	$ 90,000.00	$ 126,000.00	$ 126,000.00	$ 79,706.56	$ 79,706.56
2	Critical Locate Utilities and Pipelines, Including Hydro-Excavation, Complete in Place, the Sum of:	LS	1	$ 40,000.00	$ 40,000.00	$ 5,000.00	$ 5,000.00	$ 1,912.96	$ 1,912.96
3	Storm Water Pollution Prevention Plan (SWPPP), Complete in Place, the Sum of:	LS	1	$ 4,300.00	$ 4,300.00	$ 20,000.00	$ 20,000.00	$ 1,275.31	$ 1,275.31
4	Installation, Maintenance, and Removal of Coffer Dam, Complete in Place, the Sum of:	LS	1	$ 450,000.00	$ 450,000.00	$ 109,000.00	$ 109,000.00	$ 1,996,649.39	$ 1,996,649.39
5	Project Sign, Complete in Place, the Sum of:	EA.	2	$ 5,000.00	$ 10,000.00	$ 2,000.00	$ 4,000.00	$ 1,912.96	$ 3,825.92
6	Solid Block Sodding, Complete in Place, the Sum of:	SY	3,700	$ 17.00	$ 62,900.00	$ 9.00	$ 33,300.00	$ 8.29	$ 30,673.00
7	Hydromulch Seeding for Disturbed Areas Outside the Limits of the Proposed Block Sodding, Complete in Place, the Sum of:	Acre	3	$ 4,300.00	$ 10,750.00	$ 4,000.00	$ 10,000.00	$ 1,912.96	$ 4,782.40
	(A) SUB-TOTAL GENERAL CONSTRUCTION ITEMS:			**$**	**667,950.00**	**$**	**307,300.00**	**$**	**2,118,825.54**
(B) DITCH IMPROVEMENTS ITEMS:									
8	Remove and Dispose Existing Slope Paving, Complete in Place, the Sum of:	SY	1,130	$ 67.00	$ 75,710.00	$ 34.00	$ 38,420.00	$ 21.68	$ 24,498.40
9	Remove and Dispose Existing Concrete Retaining Wall, Complete in Place, the Sum of:	LF	350	$ 184.00	$ 64,400.00	$ 77.00	$ 26,950.00	$ 25.51	$ 8,928.50
10	Fill to be Placed from Wall to High Bank, Complete in Place, the Sum of:	CY	150	$ 340.00	$ 51,000.00	$ 68.00	$ 10,200.00	$ 26.14	$ 3,921.00
11	Channel Excavation, All Materials, Complete in Place, the Sum of:	CY	440	$ 60.00	$ 26,400.00	$ 68.00	$ 29,920.00	$ 19.77	$ 8,698.80
12	Manipulation of On-Site Soils to Obtain Grade with Slopes Along Channel as Specified in the Cross Section Sheets, Complete in Place, the Sum of:	CY	360	$ 140.00	$ 50,400.00	$ 68.00	$ 24,480.00	$ 13.39	$ 4,820.40
13	Proposed 5" Thick Slope Paving, Complete in Place, the Sum of:	SY	3,900	$ 140.00	$ 546,000.00	$ 113.00	$ 440,700.00	$ 92.27	$ 359,853.00
14	Proposed Grade #1 18" Thick Rock Rip Rap, Complete in Place, the Sum of:	SY	200	$ 150.00	$ 30,000.00	$ 79.00	$ 15,800.00	$ 149.85	$ 29,970.00
15	Proposed 7.4' High Retaining Wall (Measured From Top of Wall to Top of Footer) STA 1+62 to STA 3+38.60 (W3), Including Installation of Footer and Connection to Slope Paving, All Depths, Complete in Place, the Sum of:	LF	173	$ 730.00	$ 126,290.00	$ 990.00	$ 171,270.00	$ 271.17	$ 46,912.41
16	Proposed 6.7' High Retaining Wall (Measured From Top of Wall to Top of Footer) STA 13+65.6 to STA 17+74.70 (W2), Including Installation of Footer and Connection to Slope Paving, All	LF	418	$ 525.00	$ 219,450.00	$ 835.00	$ 349,030.00	$ 248.02	$ 103,672.36
17	Proposed 5.8' High Retaining Wall (Measured From Top of Wall to Top of Footer) STA 5+09.70 to STA 13+47.60 (W2), Including Installation of Footer, All Depths, Complete in Place, the Sum	LF	859	$ 490.00	$ 420,910.00	$ 805.00	$ 691,495.00	$ 240.80	$ 206,847.20
18	Proposed 5' High Retaining Wall (Measured From Top of Wall to Top of Footer) STA 18+60.7 to STA 22+45.90 (W1), Including Installation of Footer and Connection to Slope Paving, All	LF	365	$ 378.00	$ 137,970.00	$ 890.00	$ 324,850.00	$ 211.26	$ 77,109.90
19	Proposed 4.5' High Retaining Wall (Measured From Top of Wall to Top of Footer) STA 13+47.6 to STA 17+51.41 (W1), Including Installation of Footer and Connection to Slope Paving, All	LF	382	$ 360.00	$ 137,520.00	$ 890.00	$ 339,980.00	$ 219.67	$ 83,913.94
20	Proposed 4.25' High Retaining Wall (Measured From Top of Wall to Top of Footer) STA 18+96 to STA 22+38.60 (W1), Including Installation of Footer and Connection to Slope Paving, All	LF	364	$ 350.00	$ 127,400.00	$ 870.00	$ 316,680.00	$ 217.66	$ 79,228.24
21	Proposed 4.4' High to 7.4' High Sloped Retaining Wall (Measured From Top of Wall to Top of Footer) STA 1+41.5 to STA 1+62.00 (W3), Including Installation of Footer and Connection to	LF	21	$ 670.00	$ 14,070.00	$ 890.00	$ 18,690.00	$ 236.43	$ 4,965.03
22	Proposed 3.25' High to 7.4' High Sloped Retaining Wall (Measured From Top of Wall to Top of Footer) STA 3+38.60 to STA 4+16 (W3), Including Installation of Footer and Connection to	LF	78	$ 670.00	$ 52,260.00	$ 890.00	$ 69,420.00	$ 245.11	$ 19,118.58
23	Proposed 3.58' High to 5.8' High Sloped Retaining Wall (Measured From Top of Wall to Top of Footer) STA 4+91.8 to STA 5+09.70 (W2), Including Installation of Footer, All Depths, Complete	LF	18	$ 460.00	$ 8,280.00	$ 890.00	$ 16,020.00	$ 212.38	$ 3,822.84
24	Proposed 5.8' High to 6.7' High Sloped Retaining Wall (Measured From Top of Wall to Top of Footer) STA 13+47.6 to STA 13+65.60 (W2), Including Installation of Footer and Connection to	LF	18	$ 517.00	$ 9,306.00	$ 890.00	$ 16,020.00	$ 201.78	$ 3,632.04
25	Proposed 4.5' High to 5.8' High Sloped Retaining Wall (Measured From Top of Wall to Top of Footer) STA 13+47.6 to STA 13+71 (W2), Including Installation of Footer and Connection to	LF	24	$ 478.00	$ 11,472.00	$ 890.00	$ 21,360.00	$ 205.18	$ 4,924.32
26	Seal Slab for Retaining Wall Footer, 4" Thick Unreinforced Concrete, Complete in Place, the Sum of:	SY	2,300	$ 61.00	$ 140,300.00	$ 40.00	$ 92,000.00	$ 30.40	$ 69,920.00
27	Ditch Side Slope Regrading for Reestablishment of Grade, Including Manipulation of Soil and Soil Compaction, Complete in Place, the Sum of:	LF	870	$ 50.00	$ 43,500.00	$ 19.00	$ 16,530.00	$ 8.37	$ 7,281.90
28	Remove and Dispose Existing 18" Reinforced Concrete Pipe, All Depths, Complete in Place, the Sum of: Removal 18" RCP	LF	26	$ 100.00	$ 2,600.00	$ 50.00	$ 1,300.00	$ 33.48	$ 870.48
29	18" Reinforced Concrete Pipe, (Rubber Gasket Joints), All Depths, Complete in Place, the Sum of:	LF	27	$ 300.00	$ 8,100.00	$ 198.00	$ 5,346.00	$ 186.96	$ 5,047.92
30	4' Diameter Storm Manhole, Complete in Place, the Sum of:	EA	1	$ 10,000.00	$ 10,000.00	$ 8,000.00	$ 8,000.00	$ 11,158.92	$ 11,158.92
31	Remove and Replace 8 LF of 12" RCP, Including Installation of 12" Concrete Collar and Cutting the Proposed RCP Flush with the Slope Paving, All Depths, Complete in Place, the Sum of:	LS	1	$ 13,500.00	$ 13,500.00	$ 5,000.00	$ 5,000.00	$ 6,976.53	$ 6,976.53
32	Remove and Replace 8 LF of 15" RCP, Including Installation of 15" Concrete Collar and Cutting the Proposed RCP Flush with the Slope Paving, All Depths, Complete in Place, the Sum of:	LS	1	$ 15,000.00	$ 15,000.00	$ 5,000.00	$ 5,000.00	$ 6,992.45	$ 6,992.45
33	Remove 8 LF of Existing 15" Corrugated Plastic Culvert with 8 LF of 15" RCP, Including Connection of Dissimilar Pipes with MarMac Coupler and Cutting the Proposed RCP Flush with	LS	1	$ 12,000.00	$ 12,000.00	$ 6,000.00	$ 6,000.00	$ 7,630.10	$ 7,630.10
34	Remove 16 LF of Existing 18" Corrugated Plastic Culvert with 16 LF of 18" RCP, Including Connection of Dissimilar Pipes with MarMac Coupler and Cutting the Proposed RCP Flush with	LS	1	$ 15,000.00	$ 15,000.00	$ 6,000.00	$ 6,000.00	$ 7,714.98	$ 7,714.98
35	Concrete Outfall Structure, Including the Removal of Existing (7'x4' RCB) and Replacement with New RCB and Concrete Collar, All Depths, Complete in Place, the Sum of:	LS	1	$ 47,000.00	$ 47,000.00	$ 29,000.00	$ 29,000.00	$ 24,218.04	$ 24,218.04
	(B) SUB-TOTAL DITCH IMPROVEMENTS ITEMS:			**$**	**2,415,838.00**	**$**	**3,095,461.00**	**$**	**1,222,648.28**
(C) SUPPLEMENTAL ITEMS:									
36	6" PVC C-900, Class 235 (DR 18) Waterline by Primarily Trenchless Construction, All Depths, Complete in Place, the Sum of:	LF	110	$ 35.00	$ 3,850.00	$ 200.00	$ 22,000.00	$ 131.24	$ 14,436.40
37	6" Resilient Seated Gate Valve & Box, Complete in Place, the Sum of:	EA	2	$ 1,750.00	$ 3,500.00	$ 1,750.00	$ 3,500.00	$ 2,319.15	$ 4,638.30
38	6" Inserta Valve, All Depths, Complete in Place, the Sum of:	EA	1	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 16,738.38	$ 16,738.38
39	6" Wet Connection, Including Coupling and Appurtenances, Complete in Place, the Sum of:	EA	2	$ 1,750.00	$ 3,500.00	$ 2,900.00	$ 5,800.00	$ 1,462.99	$ 2,925.98
40	6" Cut, Plug and Abandon Existing Waterline, Complete in Place, the Sum of:	EA	2	$ 750.00	$ 1,500.00	$ 750.00	$ 1,500.00	$ 862.48	$ 1,724.96
41	Remove and Replace Existing Wooden Fence at 3315 Palm Ave, Complete in Place, the Sum of:	LF	90	$ 35.00	$ 3,150.00	$ 60.00	$ 5,400.00	$ 191.30	$ 17,217.00
42	Wet Condition Bedding for Retaining Wall Installation, All Depths, Complete in Place, the Sum of:	LF	2,000	$ 20.00	$ 40,000.00	$ 20.00	$ 40,000.00	$ 84.17	$ 168,340.00
43	Installation and Removal of Piezometers, Complete in Place, the Sum of:	EA	2	$ 2,000.00	$ 4,000.00	$ 100.00	200.00	$ 2,550.61	$ 5,101.22
44	Install Extra Cement Stabilized Sand Backfill, Complete in Place, the Sum of:	CY	100	$ 25.00	$ 2,500.00	$ 50.00	$ 5,000.00	$ 82.89	$ 8,289.00
45	Install Extra Bank Sand Backfill, Complete in Place, the Sum of:	CY	100	$ 20.00	$ 2,000.00	$ 20.00	$ 2,000.00	$ 70.14	$ 7,014.00
46	Solid Sheet Shoring Ordered Left in Place, Complete in Place, the Sum of:	LF	100	$ 500.00	$ 50,000.00	$ 20.00	$ 2,000.00	$ 446.36	$ 44,636.00
47	Well Pointing for Retaining Wall Installation, All Sizes, All Depths, Complete in Place, the Sum of:	LF	2,000	$ 40.00	$ 80,000.00	$ 30.00	$ 60,000.00	$ 30.61	$ 61,220.00
	(C) SUB-TOTAL SUPPLEMENTAL ITEMS:			**$**	**201,500.00**	**$**	**154,900.00**	**$**	**352,281.24**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER CARLSON MCCLAIN CONSTRUCTION COMPANY, LLC.		LUCAS CONSTRUCTION COMPANY, INC		CE BARKER, LTD.	
(D) ADD ALTERNATE NO. 1 ITEMS:									
48	Proposed 5" Thick Slope Paving, Complete in Place, the Sum of:	SY	60	$ 140.00	$ 8,400.00	$ 120.00	$ 7,200.00	$ 92.27	$ 5,536.20
49	Proposed 5.8' High Retaining Wall (Measured From Top of Wall to Top of Footer) STA 5+10 to STA 13+47.60 (W2), Including Installation of Footer, All Depths, Complete in Place, the Sum of:	LF	825	$ 490.00	$ 404,250.00	$ 805.00	$ 664,125.00	$ 234.43	$ 193,404.75
50	Proposed 3.67' High to 5.8' High Sloped Retaining Wall (Measured From Top of Wall to Top of Footer) STA 4+92.10 to STA 5+10 (W2), Including Installation of Footer, All Depths, Complete	LF	20	$ 460.00	$ 9,200.00	$ 890.00	$ 17,800.00	$ 206.00	$ 4,120.00
51	Remove 24 LF of Existing 42" Corrugated Plastic Culvert with 24 LF of 42" RCP, Including Connection of Dissimilar Pipes with MarMac Coupler and Cutting the Proposed RCP Flush with	LS	1	$ 22,000.00	$ 22,000.00	$ 12,000.00	$ 12,000.00	$ 17,465.15	$ 17,465.15
52	Remove 16 LF of Existing 14" Metal Pipe and Replace with 16 LF of 15" RCP, Including Connection of Dissimilar Pipes with MarMac Coupler and Cutting the Proposed RCP Flush with	LS	1	$ 15,000.00	$ 15,000.00	$ 6,000.00	$ 6,000.00	$ 13,984.89	$ 13,984.89
53	Seal Slab for Retaining Wall Footer, 4" Thick Unreinforced Concrete, Complete in Place, the Sum of:	SY	800	$ 60.00	$ 48,000.00	$ 40.00	$ 32,000.00	$ 30.73	$ 24,584.00
54	Ditch Side Slope Regrading for Reestablishment of Grade, Including Manipulation of Soil and Soil Compaction, Complete in Place, the Sum of:	LF	820	$ 50.00	$ 41,000.00	$ 19.00	$ 15,580.00	$ 8.37	$ 6,863.40
55	Solid Block Sodding, Complete in Place, the Sum of:	SY	1,700	$ 17.00	$ 28,900.00	$ 9.00	$ 15,300.00	$ 8.29	$ 14,093.00
	(D) SUB-TOTAL ADD ALTERNATE NO. 1 ITEMS:			**$**	**576,750.00**	**$**	**770,005.00**	**$**	**280,051.39**
	TOTAL BASE BID ITEMS (A + B + C):				**$ 3,285,288.00**		**$ 3,557,661.00**		**$ 3,693,755.06**
	TOTAL ADD ALTERNATE NO. 1 ITEMS (D):				**$ 576,750.00**		**$ 770,005.00**		**$ 280,051.39**
	RECOMMENDATION: TOTAL BASE BID (A + B + C):				**$ 3,285,288.00**		**$ 3,557,661.00**		**$ 3,693,755.06**
	MATHEMATICAL ERROR CORRECTED BY ENGINEER								

July 7, 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 the 34th Street Drainage Improvements Project**
CDBG DR – GLO Contract No. 22-085-017-D253
BID #2025-487
City of Texas City
ARKK Job No. 22-024

Dear Mr. Haralson:

On July 2, 2025, the City of Texas City received three (3) bids for the above referenced project. The project involves the erosion repair of the existing 34th Street Ditch around the Palmer Highway ditch crossing and the Magnolia Avenue ditch crossing, including the removal and replacement of the existing concrete slope paving, installation of retaining walls, and ditch regrading.

Bid Tabulation Sheet – Three (3) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. As discussed with City Staff, the Base Bid was considered as the basis for the award.

Bidder	Total Amount
Carlson McClain Construction Company, LLC.	$3,285,288.00
Lucas Construction Company, Inc.	$3,557,661.00
CE Barker, LTD.	$3,693,755.06

Carlson McClain Construction Company, LLC. was the apparent low bidder, and they provided a list of qualifications and references for this project. Based on the information provided, Carlson McClain Construction Company was established in June of 2022 by Mr. Logan Carlson. Mr. Logan Carlson has performed several projects of similar nature while working as a Project Manager for Orion Marine Group. Carlson McClain Construction has also recently completed the **Sheet Pile Replacement Project at Pump Stations 'A' & 'B' (GLO Contract No. 22-085-017-D253**) for the City of Texas City. Carlson McClain Construction has completed the work satisfactorily and City Staff is pleased with the work. This project is currently in the close-out phase.

ARKK Engineers and City staff met with Carlson McClain's management team to discuss this project and City's expectations. Carlson McClain's management team have indicated that they fully understand the project's scope, as well as the expectations and requirements outlined in the contract. They have expressed confidence in their qualified personnel and relevant experience to successfully complete the work within the allocated contract time.

Based on the above, **Carlson McClain Construction Company, LLC.** 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 **34th Street Drainage Improvements Project to Carlson McClain Construction Company, LLC. for a total amount of $3,285,288.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



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

RESOLUTION NO. 2025-073

A RESOLUTION AWARDING BID NO. 2025-487 34TH STREET DRAINAGE IMPROVEMENTS PROJECT CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, packets were made available to local area vendors for Bid No. 2025-487 34th Street Drainage Improvements Project CDBG DR-GLO Contract; and

WHEREAS, proposals were opened on July 2, 2025, and it is the recommendation of the Public Works Department that the proposal be awarded to Carlson McClain Construction Company, LLC, for the service prices proposed.

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

SECTION 1: That the City Commission awards Bid No. 2025-487 34th Street Drainage Improvements Project CDBG DR-GLO Contract to Carlson McClain Construction Company, LLC.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with Carlson McClain Construction Company, LLC., for the proposal attached hereto as **Exhibit "A."**

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

PASSED AND ADOPTED this 16th day of July 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 **(8) (d)**

Meeting Date: 07/16/2025

Consider and take action to authorize participation in the TexStar and LOGIC Investment Pool.

Submitted For: Cynthia Rushing, Finance **Submitted By:** Cynthia Rushing, Finance

Department: Finance

Information

ACTION REQUEST

Approve the City's participation in the TexStar and LOGIC investment pool.

BACKGROUND (Brief Summary)

The City of Texas City seeks to enhance the diversification, safety, and yield of its available funds by participating in a qualified local government investment pool, as permitted under the Texas Public Funds Investment Act. TexStar and LOGIC Investment Pool, authorized under the Act, provide public entities with a professionally managed and secure investment option for idle funds.

The City recently received $74 million in Certificate of Obligation bond proceeds, which will be drawn for construction and project-related expenses over time. Participation in TexStar and LOGIC will enable the City to maximize interest earnings on these proceeds while maintaining 100% liquidity throughout the drawdown period.

RECOMMENDATION

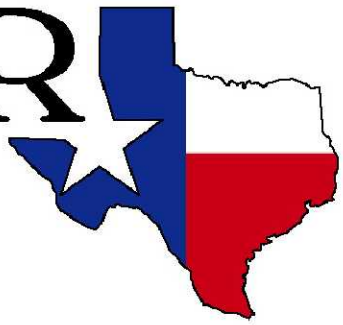
Approve the City's participation in the TexStar and LOGIC investment pool.

Fiscal Impact

Attachments

TexSTAR
LOGIC
Policy
Resolution

TexSTAR



INFORMATION STATEMENT
(CASH RESERVE FUND)

Investment Service
for Texas Local Governments

Table of Contents

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No person or entity has been authorized to provide or communicate any information or to make any representations other than those contained in this Information Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by TEXSTAR, its Board of Directors, the program administrators or any agent of the foregoing. The attachments are part of this Information Statement. The information contained in this document is subject to change without prior notice.

The Units in TexSTAR have not been registered under the Securities Act of 1933, as amended, or any state securities law. The Securities and Exchange Commission ("SEC") has not passed upon the accuracy or adequacy of this Information State or approved Units in TexSTAR for sale.

The TexSTAR Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, charges and expenses associated with this or any security prior to investing. Investments in TexSTAR are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency and although TexSTAR seeks to preserve the value of the investment at a fixed price, it is possible to lose money by investing in the fund. For further information, contact TexSTAR Participant Services at (800) 839-7827.

TexSTAR is distributed by Hilltop Securities Inc., a registered broker dealer, member FINRA/SIPC. If you have any questions regarding this material, please contact:

TEXSTAR Participant Services
c/o Hilltop Securities Inc.
717 N. Harwood Street, Suite 3400
Dallas, Texas 75201
www.texstar.org

1-800-TEXSTAR (1-800-839-7827) • (214) 953-8890 • Fax (214) 953-8878
Email: texstar@hilltopsecurities.com

Organization and Structure

Texas Short Term Asset Reserve Program ("*TEXSTAR*") has been organized in conformity with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Public Funds Investment Act, Chapter 2256 of the Texas Government Code (the *"PFIA"*). These two acts provide for the creation of public funds investment pools (including TEXSTAR) and authorize eligible governmental entities ("*Participants*") to invest their public funds and funds under their control through the investment pools. TexSTAR is governed by a board of directors (the *"Board"*).

The Board may establish separate Funds within TEXSTAR from time to time. Participants choose the Funds in which their deposits are invested. Participants' assets in the Funds are represented by units of beneficial interest ("*units*"). The Board may issue an unlimited number of units in each Fund.

This Information Statement provides information relating to investments in the TexSTAR Cash Reserve Fund (the *"Fund"*).

Public Funds Investment Act Disclosure Items

Section 2256.016 of the PFIA requires investment pools to provide an information statement to the investment officer or other authorized representative of an investing entity. This section provides the required information for TEXSTAR.

1. **Objectives of TEXSTAR.** The primary objectives of TEXSTAR are, in order of priority, preservation and protection of principal, maintenance of sufficient liquidity to meet Participants' needs, and yield. There is no sales charge and no investment minimum. TEXSTAR will invest only in instruments authorized under both the Public Funds Investment Act and the current TEXSTAR Investment Policy. See Item 2 of this section for a description of authorized TEXSTAR investments.

   As a secondary objective to safety and liquidity, the Fund will be directed toward achieving a competitive rate of return for Participants. Efforts will be made to minimize market and credit risk through investment diversification.

2. **Types of Investments Authorized for TEXSTAR Cash Reserve Fund.** The investment policies and composition guidelines for the TEXSTAR Cash Reserve Fund are summarized below. The TEXSTAR Investment Policy restricts investment of the Fund portfolio as follows:

Authorized Investments:

A. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, and obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the United States or its agencies or instrumentalities, including

obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, except as prohibited by the PFIA;

B. Fully collateralized repurchase agreements with a defined termination date not to exceed 95 calendar days and reverse repurchase agreements with a defined termination date not to exceed 90 days (unless the repurchase agreement has a put option that allows the fund to liquidate the position at principal plus accrued interest with no more than 7 days notice to the counterparty) and secured by cash or any obligations, including letters of credit, of the United States or its agencies or instrumentalities, including the Federal Home Loan Banks. The repurchase and reverse repurchase agreements must be placed with primary government securities dealers and/or financial institutions doing business in the State of Texas.

C. No-load money market mutual funds which meet the requirements of the PFIA and which (1) are registered with and regulated by the United States Securities and Exchange Commission (SEC), (2) provide a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940, (3) comply with SEC Rule 2a-7, (4) include in their investment objectives the maintenance of a stable net asset value of $1 per share, and (5) invest only in obligations of the United States, its agencies and/or instrumentalities or repurchase agreements collateralized by obligations of the United States, its agencies and/or instrumentalities.

Prohibited Investments:

The TEXSTAR Cash Reserve Fund *will not* invest in:

A. Derivatives, which include instruments which have embedded features that alter their character or income stream or allow holders to hedge or speculate on a market or spreads between markets that are external to the issuer or are not correlated on a one-on-one basis to the associated index or market.

B. Commercial paper.

C. Certificates of deposit.

Diversification Guidelines:

Specific Fund diversification limitations govern investments of the TEXSTAR Cash Reserve Fund portfolio, applied at the time of purchase.

A. 100% of the Fund may be invested in obligations of, unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or its agencies or instrumentalities, including the Federal Home Loan Banks.

B. 100% of the Fund may be invested in repurchase agreements. Not more than 25% of the Fund may be invested in term repurchase agreements.

C. Reverse repurchase agreements will be used primarily to enhance Fund return and may not total more than one-third (1/3) of the total Fund assets.

D. A maximum of 10% of the Fund may be invested in any one money market mutual fund, and the Fund's investment in any one money market mutual fund may not exceed 10% of the total assets of that money market mutual fund.

E. A maximum of 60 percent (60%) of the Fund may be invested in eligible variable rate notes.

3. **Maximum Average Dollar-Weighted Maturity**. The dollar weighted average maturity of the TEXSTAR Cash Reserve Fund portfolio may not exceed (1) sixty (60) days calculated utilizing the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made, and may utilize the interest rate reset date for variable or floating rate securities; or (2) one hundred twenty (120) days calculated taking into account the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made.

4. **Maximum Stated Maturity Date**. The maximum stated maturity for any securities that are obligations of or guaranteed or insured by the United States, its agencies or instrumentalities in the TEXSTAR Cash Reserve Fund portfolio is limited to 397 days for fixed rate securities and 25 months for variable rate notes.

5. **Size of the Pool**. As of March 31, 2023, the TexSTAR Cash Reserve Fund had total assets of $11,085,761,996. The current size of the TexSTAR Cash Reserve Fund is provided in the TEXSTAR monthly newsletter on the TexSTAR website at www.texstar.org or by contacting TEXSTAR Participant Services. A copy of the most recent newsletter may be obtained in connection with and in addition to this Information Statement.

6. **Custodian and Transfer Agent for TEXSTAR**. Custodial, fund accounting and depository services for TexSTAR are provided by JPMorgan Chase Bank, N.A. and/or its subsidiary J.P. Morgan Investor Services Co. JPMorgan Chase Bank, N.A. is the principal banking affiliate of JPMorgan Chase & Co. Transfer agency services are provided by DST Asset Manager Solutions, Inc. (DST). DST and JPMorgan Chase Bank, N.A. may provide certain services, including those described herein, through the use of subcontractors or delegates. DST will receive and disburse all Participant deposits and withdrawals and JPMorgan Chase Bank, N.A. or a subcustodian will settle all Fund trades, safekeep securities, and collect all income or any other payments due in connection with purchased securities for TEXSTAR.

7. **Net Asset Value.** The TEXSTAR Cash Reserve Fund seeks to maintain a net asset value of $1.00 per unit (rounded to the nearest whole cent) and is designed to be used by Participants for investment of funds that require daily liquidity availability.

8. **Source of Payment.** The only source of payment to Participants is the market value of the assets of the TEXSTAR Fund in which they invest and the income and profits

derived from those assets. There is no secondary source of payment such as insurance or guarantees.

9. **Independent Auditor.** TEXSTAR is subject to annual review by an independent auditor consistent with the Public Funds Investment Act. PricewaterhouseCoopers LLP has been retained to provide independent auditing services for TEXSTAR. Its address is 2121 North Pearl Street Suite 2000, Dallas, Texas 75201.

10. **Operating Procedures.** Deposits and withdrawals may be made by wire transfer or automated clearinghouse (ACH) transfer according to established operating procedures. The requirements for TEXSTAR deposits and withdrawals, deadlines, and other operating procedures are summarized under the section entitled "Summary of Operating Procedures" later in this Information Statement.

11. **Performance History.** The performance history, including yield, weighted average maturity, expense ratios and average balance for the TEXSTAR Cash Reserve Fund are available on the TEXSTAR website at www.texstar.org.

12. **Policy on Holding Deposits in Cash**. To respond to unusual market conditions in a prudent manner, TexSTAR may be required to hold all or most of its total assets in cash, including for the purpose of assuring sufficient liquidity or due to the lack of eligible securities, among other circumstances. This may result in a lower yield and prevent the Fund portfolio from meeting all its investment objectives.

13. **Administrators**. J.P. Morgan Investment Management Inc. (JPMIM), Hilltop Securities Inc. (HTS), and Hilltop Securities Asset Management, LLC (HSAM) serve as Administrators for TexSTAR under a contract that may be extended periodically to a term of two years or less. JPMIM provides investment management services, HTS provides marketing and distribution, and HSAM provides participant and administrative services for TexSTAR. JPMIM is an investment adviser registered under the Investment Advisers Act of 1940, as amended, and a subsidiary of JPMorgan Chase & Co. HTS is a registered broker dealer, member of the Financial Industry Regulatory Authority ("FINRA"), Municipal Securities Rulemaking Board ("MSRB") and Securities Investor Protection Corporation ("SIPC"). The parent company of HTS and HSAM is Hilltop Holdings Inc.

    The Administrators may be replaced by the Board for cause and they may resign. Unless their replacements are affiliates, any replacements must be approved by Participants owning two-thirds of the units in TexSTAR.

    JPMIM and HTS may provide certain services, including those described herein, through the use of subcontractors or delegates.

Understanding the Risks Associated with Investing in TEXSTAR

The Cash Reserve Fund is subject to various risks, including those listed below, any of which may adversely affect the Fund's performance and ability to meet its investment objectives. Each Participant must determine the amount of credit risk and interest rate risk that it wishes to take. Then it can determine whether the Cash Reserve Fund is appropriate for specific funds. The Cash Reserve Fund by itself does not represent a fully-balanced investment plan.

Unlike money market mutual funds which are registered with the Securities and Exchange Commission, TexSTAR operates in compliance with the PFIA and not with Rule 2a-7 of the Investment Company of 1940.

Interest Rate Risk. The prices of debt securities in which the Cash Reserve Fund will invest, including bonds and debt securities issued by the U.S. Government, its agencies and instrumentalities, will change in value, that is, market price based on changes in interest rates. If rates increase, the value of these investments generally declines. Interest rate changes have a greater effect on the price of fixed income securities with longer maturities. The Cash Reserve Fund may invest in variable and floating rate securities. Although these instruments are generally less sensitive to interest rate changes than fixed rate instruments, the value of floating rate and variable securities may decline if their interest rates do not rise as quickly, or as much, as general interest rates.

During periods when interest rates are low or there are negative interest rates, the Fund's yield (and total return) also may be low or the Fund may be unable to maintain positive returns.

Credit Risk. Credit risk is the possibility that an issuer of a fixed income security held by the Cash Reserve Fund will default on the security by failing to pay principal or interest when due. Any class of investment is subject to this risk. Remedies against a defaulting issuer of securities are limited, and the Cash Reserve Fund may not be successful in securing repayment. A deterioration in credit quality or perceived credit quality of an investment held by the Cash Reserve Fund could reduce the market price at which the Cash Reserve Fund could sell the investment. The Investment Manager assesses the credit quality of the investments made for the Cash Reserve Fund.

The Fund may invest in obligations of the United States, its agencies and instrumentalities, and other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the United States. U.S. Treasury securities are backed by the full faith and credit of the U.S. government, meaning that the U.S. government is required to repay the principal when due. Other types of securities issued or guaranteed by federal agencies and U.S. government sponsored instrumentalities may not be backed by the full faith and credit of the U.S. Government. In this case, payment is due from the agency or instrumentality only.

The Fund enters into repurchase agreements collateralized by cash or securities with approved counterparties. The Fund may be affected in the event a repurchase agreement counterparty fails to make payment or defaults completely. The Cash Reserve Fund should be able to take possession of and sell the securities securing the counterparty's obligations; however, a loss may be realized on the sale of the underlying securities to the extent that the proceeds from the sale are less than the resale price provided in the repurchase agreement. Should a counterparty declare bankruptcy or become insolvent, the Cash Reserve Fund may incur delays and costs in selling the underlying securities. The Fund may transfer uninvested cash into joint accounts which are utilized by multiple funds managed by the investment manager or its affiliates and used to purchase repurchase agreements. Under these joint accounts, the Fund has a pro rata interest in the repurchase agreements with the other participants in the joint account pursuant to joint allocation procedures approved by all the participants. In this case any losses from a default by a counterparty or its insolvency or bankruptcy would be allocated on a pro rata basis among the participants in the joint account.

SEC registered money market funds, another permitted investment by the Cash Reserve Fund, may invest in obligations of the United States, its agencies and/or instrumentalities or

repurchase agreements collateralized by obligations of the United States, its agencies and/or instrumentalities. The SEC establishes diversification and credit quality requirements for such funds.

An investment in the Cash Reserve Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Nor is an investment in the Cash Reserve Fund secured by an insurance policy or other secondary guarantee.

Market Risk. The market price of securities owned by the Cash Reserve Fund may rapidly or unpredictably decline due to factors affecting securities markets generally or particular industries. Global events that may affect the market price of securities include war, terrorism, environmental disasters, natural disasters or events, country instability and infectious disease epidemics or pandemics. Geopolitical events that may affect the price of securities include inflation, deflation, debt crises and downgrades, embargoes, tariffs, and other governmental trade or market control programs. The U.S. government and other issuers of securities do not guarantee the market price of their securities.

Management Risk. The Cash Reserve Fund is subject to management risk and it may not achieve its objective if the Investment Manager's expectations regarding particular instruments or interest rates are not met.

Stable Net Asset Value Risk. The Cash Reserve Fund seeks to preserve the net asset value (NAV) of the Participants' investment at $1.00 per unit. The Administrators have policies and procedures in place to monitor the Fund's NAV and to take action to minimize market risk; however, the Fund cannot guarantee a $1.00 NAV. The value of the Fund portfolio is dependent on timely receipt of the amounts due on the obligations in the Fund. Any delays or failures in receipt of payments may adversely affect the NAV of the Fund and may cause a loss of principal and interest to the Participants.

Transactions Risk. The Cash Reserve Fund could experience a loss and its liquidity may be negatively impacted when selling securities to meet withdrawal requests by Participants. The risk of loss increases if the withdrawal requests are unusually large or frequent or occur in times of overall market turmoil or declining prices. Similarly, large deposits may adversely affect the Cash Reserve Fund's performance to the extent that the Cash Reserve Fund is delayed in investing new cash and is required to maintain a larger cash position than it ordinarily would.

Cybersecurity Risk. Use of technology to conduct business could subject the Fund and its third-party service providers (including the Administrators) to risks associated with cybersecurity. If a cybersecurity attack is successful, an unauthorized person could misappropriate assets or sensitive information, corrupt data, or cause operational disruption. The Administrators have developed technological safeguards and business continuity plans to prevent or reduce the impact of potential cybersecurity incidents. Despite these measures, a cybersecurity incident still has the potential to cause harm to the Fund and its Participants.

Administration of TexSTAR

- **TexSTAR Board.** By executing and submitting an application to open an account, a Participant designates the Board as its agent for investing deposited funds. The Board

holds legal title to all money, investments, and assets and has the authority to employ personnel, contract for services, and engage in other administrative activities necessary or convenient to accomplish the objectives of TEXSTAR.

The business and affairs of TEXSTAR are managed by the Board in accordance with its bylaws (the "*Bylaws*"). The Bylaws set forth procedures governing the selection of, and action taken by, the Board. Board oversight of TEXSTAR is maintained through various reporting requirements.

The Bylaws provide for a five-member Board consisting of three representatives of Participants and one member employed by JPMIM or an affiliate and one member employed by HTS, HSAM or an affiliate. Board members serve for staggered three-year terms. Replacement Board members (other than the Administrator representatives) are appointed by the Board or may be elected by the Participants in accordance with the Bylaws. Board members serve without compensation but are entitled to reimbursement of reasonable out-of-pocket expenses incurred in the performance of Board duties. The names, terms, and affiliations of Board members are listed on the TEXSTAR website.

The Board consists of the following individuals:

Name	Board Position and Term	Affiliation
Monte Mercer	President April 2026	North Central Texas Council of Governments
David Pate	Vice President April 2027	Richardson Independent School District
David Medanich	Secretary April 2026	Hilltop Securities Inc. and Hilltop Asset Management, LLC
Andrew Linton	Director April 2026	J.P. Morgan Investment Management Inc.

Mr. Medanich is a director and officer of Hilltop Securities Inc. and Hilltop Securities Asset Management, LLC. Hilltop Securities Inc. has contracted with the Pool to serve as Administrator to provide distribution and marketing services. Hilltop Asset Management, LLC has contracted with the Pool to serve as Administrator to provide administrative and Participant services. He has no voting powers.

Mr. Linton is an executive director for J.P. Morgan Asset Management Inc. J.P. Morgan Investment Management Inc. has contracted with the Pool to serve as Administrator to provide services including investment management, transfer agency, fund accounting and custodial services. He has no voting powers.

Advisory Board. The Board appoints an Advisory Board consisting of individuals who are Participant employees, officers or elected officials and individuals who do not have a business relationship with the Pool and are qualified to advise it. The Board consists of the following individuals:

Name	Term	Affiliation
Sandra Newby	April 2025	Tarrant Regional Water District
Bret Starr	April 2026	City of Irving, Texas
Ron Whitehead	April 2026	Retired, Finance Director

- **Investment Management.** TEXSTAR's Board has adopted (and will review and revise at least annually) a list of brokers that are authorized to engage in investment transactions with TEXSTAR.

  A qualified representative of TexSTAR's investment manager must certify that the investment manager has received and reviewed the TexSTAR Investment Policy and the investment manager has implemented reasonable procedures and controls in an effort to preclude investment transactions that are not authorized by the TexSTAR Investment Policy, except to the extent that this authorization requires interpretation of subjective investment standards.

  The investment manager may dispose of securities without regard to the time they have been held when such actions, for defensive or other fund management reasons, appear advisable. Investments may be sold by one fund to another fund at prevailing market prices.

  Settlement of all transactions shall be conducted on a delivery versus payment (DVP) basis to the custodian bank for TexSTAR. All book entry securities, whether purchased outright or under repurchase agreements, shall be held in a custodial account at the Federal Reserve Bank. All securities not held in book entry form shall be held by the Custodian or its agent. Third party institutions must issue original safekeeping receipts to the Custodian. The Custodian shall keep accurate records reflecting TexSTAR's ownership of the securities. Money market fund accounts must be in the name of TexSTAR.

- **Ratings.** In compliance with Section 2256.016(h) of the Public Funds Investment Act, TEXSTAR will operate to maintain a AAA, AAA-m or equivalent rating for the Fund from at least one nationally recognized rating agency. As of the date hereof, the Fund was rated AAAm by Standard and Poor's Rating Service. An explanation of the significance of such rating may be obtained from Standard & Poor's at 1221 Avenue of the Americas, New York, New York 10020. Promptly upon notice, TEXSTAR will post on its website any change to the Fund's rating.

- **Determination of Net Income and Net Asset Values.** The net interest income of the Fund shall be determined each business day, and consists of (i) the sum of (a) interest accrued, (b) discount earned (including both original issue and market discount), and (c) realized capital gains (amortized over a period not to exceed 30 days) less (ii) the sum of (a) amortization of premium, (b) the estimated expenses of the Fund applicable to that distribution period, and (c) realized capital losses (amortized over a period not to exceed 30 days). All net income of the Fund so determined is declared as earnings

to Participants each day. Earnings accrue throughout the month and are distributed as of the close of business on the last business day of the month. On the first business day of the following month, the earnings are reinvested as additional Units at the current Net Asset Value (expected to be $1.00), unless the Participant has elected to have them paid out. If the entire balance in an account is withdrawn during the month, the accrued distributions will be paid on or before the first business day of the following month.

The Net Asset Value per Unit of the Fund is calculated each business day by adding the amortized book value of the Fund's securities and other assets, deducting accrued expenses and arrearages, and dividing by the number of Units outstanding. The result of this computation will be rounded to the nearest whole cent.

- **Valuation of TEXSTAR Assets.** The objective of the TexSTAR Cash Reserve Fund is to maintain a stable value of $1.00 per unit (rounded to the nearest whole cent). Although all securities in the Fund are marked to market daily using the fair value method, amortized cost, which generally approximates the market value of securities, is utilized. The Board, in its discretion, may elect to cease utilizing amortized accounting and to commence utilizing the fair value method at any time. To the extent that the Board elects to utilize a net asset value per share determined by using available market quotations in lieu of amortized accounting, the Fund will reflect market fluctuations and any unrealized gains and losses resulting from those fluctuations on a daily basis.

  If, upon a daily calculation, the investment manager finds that the deviation between the amortized cost and market-determined values or the deviation between market-determined values and $1.00 per unit of the Fund's assets exceeds $0.0030, it shall promptly notify the Board. In the event that the deviation of market-determined values from amortized cost or $1.00 per unit exceeds $0.0040, the Board shall direct the investment manager to take such action, if any, as it determines is necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing Participants. Notwithstanding the foregoing, absent contrary instructions from the Board, the investment manager shall cause the subject investments to be sold promptly to attempt to bring the deviation back within the desired value band. However, the $1.00 per unit value is not guaranteed or insured by TexSTAR or the Administrators. There can be no assurance that the Fund will maintain a stable net asset value of $1.00.

- **Ethics and Conflicts of Interest.** Each Administrator is required to maintain a code of ethics which requires its employees working with TexSTAR to place the interests of TexSTAR before their personal interests and to avoid any actual or potential conflicts of interest. Each Administrator must promptly report any material non-compliance with such requirements to the Board.

  JPMIM acts as a fiduciary when providing investment management services to TexSTAR. JPMIM may order the purchase of investments from either itself, HTS, or their affiliates only on terms and conditions approved by a majority of the Participant members of the Board.

  JPMIM has provided the following disclosures concerning its practices:

JPMIM and/or its affiliates ("JPMorgan Chase") perform investment services, including rendering investment advice, to varied clients. JPMIM, JPMorgan Chase and its or their directors, officers, agents, and/or employees may render similar or differing investment advisory services to clients and may give advice or exercise investment responsibility and take such other action with respect to any of their other clients that differs from the advice given or the timing or nature of action taken with respect to another client or group of clients. It is JPMIM's policy, to the extent practicable, to allocate, within its reasonable discretion, investment opportunities among clients over a period of time on a fair and equitable basis. One or more of JPMIM's other client accounts may at any time hold, acquire, increase, decrease, dispose, or otherwise deal with positions in investments in which another client account may have an interest from time-to-time.

JPMIM, JPMorgan Chase, and any of its or their directors, partners, officers, agents or employees, may also buy, sell, or trade securities for their own accounts or the proprietary accounts of JPMIM and/or JPMorgan Chase. JPMIM and/or JPMorgan Chase, within their discretion, may make different investment decisions and other actions with respect to their own proprietary accounts than those made for client accounts, including the timing or nature of such investment decisions or actions. Further, JPMIM is not required to purchase or sell for any client account securities that it, JPMorgan Chase, and any of its or their employees, principals, or agents may purchase or sell for their own accounts or the proprietary accounts of JPMIM, or JPMorgan Chase or its clients.

JPMIM and its related persons may recommend securities to clients that JPMIM and its related persons may also purchase or sell. As a result, positions taken by JPMIM and its related persons may be the same as or different from, or made contemporaneously or at different times than, positions taken for clients of JPMIM. As these situations may involve potential conflicts of interest, JPMIM has adopted policies and procedures relating to personal securities transactions, insider trading and other ethical considerations. These policies and procedures are intended to identify and mitigate actual and perceived conflicts of interest with clients and to resolve such conflicts appropriately if they do occur. The policies and procedures contain provisions regarding preclearance of employee trading, reporting requirements and supervisory procedures that are designed to address potential conflicts of interest with respect to the activities and relationships of related persons that might interfere or appear to interfere with making decisions in the best interest of clients, including the prevention of front-running. In addition, JPMIM has implemented monitoring systems designed to ensure compliance with these policies and procedures.

HTS and HSAM have provided the following disclosures concerning their practices:

Certain employees of HTS and HSAM may also serve as officials of TexSTAR. Employees of HTS and HSAM who are also officials of TexSTAR must still abide by the code of ethics required of each Administrator.

- **Fees and Expenses.** In return for contracted service, TEXSTAR has agreed to pay service fees to the Administrators and custodian totaling twelve (12) basis points per year, calculated daily on the total fund balances. The Administrators may (but are not obligated to) waive all or a portion of their fees from time to time. The service fees cover all normal services provided to the Board by the Administrators, the custodian

and the transfer agent. Additional expenses required to attain TEXSTAR objectives and conduct on-going operations will be incurred by TEXSTAR. These include expenses for independent auditors, legal representation, liability insurance, board meeting attendance, and ratings.

The TEXSTAR service fee and other expenses are deducted from the gross interest earnings daily and charged monthly. There is no direct reduction to the Participant's principal account related to the payment of fees and expenses, but only the remaining net income after deduction of the applicable fees and expenses is credited to the Participant's account. All TEXSTAR rates are quoted net of fees and expenses. There are no hidden costs or additional reductions to Participants' accounts. In the event a Fund does not earn adequate interest income and profits to cover allocable expenses and fees for a given month or period, the deficit will be carried over to future months or periods when adequate income and profits have been received.

- **Liability.** TEXSTAR directors and officers will not be liable for (and TEXSTAR earnings may be applied to indemnify them against) loss and liability that may arise from or in connection with any of their acts or omissions, including acts and omissions caused by their negligence, to the extent permitted by law.

Participation in TEXSTAR

Participation in TEXSTAR is limited to eligible governmental entities that have authorized, executed, and submitted an application to participate in TEXSTAR.

- **Eligibility to Invest.** Only eligible local governments and agencies of the State of Texas may become Participants. Eligible local governments include any municipality, school district, county, special district, junior college district, or other legally constituted political subdivision of the State or a combination of political subdivisions (e.g., a combination by means of an interlocal agreement). Eligible state agencies generally include any office, department, commission, board or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities.

- **Establishment of Accounts**. To participate in TEXSTAR, an eligible local government or state agency must duly authorize, complete, execute, and submit an application for participation. By executing and submitting an application, a Participant agrees to the terms and conditions governing TEXSTAR as well as its Bylaws, Investment Policy, and Operating Procedures. Application forms (including forms of authorizing resolutions) may be obtained from TEXSTAR Participant Services. In their applications, Participants must designate authorized representatives who have authority to transfer funds for investment, to withdraw funds, to issue letters of instructions, and to take all other actions necessary or appropriate for the investment of funds in TEXSTAR. A Participant must also provide a separate bank information sheet for each account and sub-account, signed by two authorized Participant representatives unless otherwise permitted by the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of account(s), deposits to and withdrawals from TEXSTAR, and related information. A copy of the Operating Procedures may be obtained from TEXSTAR Participant Services.

- **Amendments.** The Board may amend the TEXSTAR terms and conditions, Bylaws, Investment Policy, and Operating Procedures. It must give Participants at least 30 days advance notice of each amendment. Participants are deemed to have accepted the amendments unless they withdraw from TEXSTAR before the amendments are effective.

Summary of Operating Procedures

Deposits to and withdrawals from TEXSTAR may be made by wire transfer or automated clearinghouse (ACH) transfer according to established operating procedures. Excerpts from the current Operating Procedures are provided below.

- **Wire Transfers.** Wire transfer requests will be executed on the same day as initiated if requested in accordance with the daily transaction deadlines for the pool. TEXSTAR must be notified of any wire transaction requests by **4:00 p.m. CST** if using the pool's internet transaction system or by **3:30 p.m. CST** when contacting a Participant Services Representative. All incoming wire deposits must be received by **4:00 p.m. CST,** to earn interest for that day. In addition, any wire deposits received after **4:00 p.m. CST** will not be invested until the following business day. Outgoing wire transfers from TEXSTAR received by the transfer agent by 10:30 a.m. are typically sent for processing between 12:00 noon and 12:30 p.m. central time. Some delay may occur, depending on unforeseen circumstances, including, but not limited to, delays or failures unrelated to TEXSTAR.

  TEXSTAR reserves the right to suspend the right of withdrawal or to postpone the date of payment in the event that the Federal Reserve is closed other than for customary weekend and holiday closings, in the event of a general suspension of trading in any securities market which affects TEXSTAR operations, or if, in the opinion of the Board, an emergency exists so that the disposal of TEXSTAR's securities or determination of its net asset value is not reasonably practical.

  TEXSTAR will process deposits and withdrawal requests only on the days the Federal Reserve is open for business. TEXSTAR may also be closed or have limited trading hours on any Friday preceding or Monday following a weekend, which includes a national holiday provided that notice has been given to Participants at least 30 days prior to such a day, or whenever The Bond Market Association recommends that markets for fixed income securities close.

- **Automated Clearing House ("ACH") Transfers.** ACH transaction requests will be executed on the business day following the date the transaction was initiated if requested in accordance with the daily transaction deadlines for the pool. TEXSTAR must be notified of any next day ACH transaction requests by **4:00 p.m. CST** if using the pool's internet transaction system or by **3:30 p.m. CST** when contacting a Participant Services Representative for all ACH transfer activity, one day prior to the actual settlement of the funds. ACH transfer withdrawals are sent in accordance with the prearranged Participant information as provided on the bank information sheet corresponding to that specific TEXSTAR account or subaccount. In the event of an ACH rejection, TEXSTAR will contact the Participant to confirm the rejection. TEXSTAR will credit/debit the Participant's account accordingly.

- **Account to Account Transfers.** Funds may be transferred between TexSTAR accounts in the same Fund without transferring the money to the Participant's local bank. Transactions transferring funds between accounts will be executed as of the close of business on the same day as initiated, if received by the deadline. TexSTAR must be notified of any same day interaccount transaction activity by **4:00 p.m. CST** if using the pool's internet transaction system or by **3:30 p.m. CST** when contacting a Participant Services Representative.

- **Methods of Notification.** Participants may notify TEXSTAR of wire transfer or ACH activity by:

  a. Internet access system; or

  b. Verbal notification to a TEXSTAR Participant Services representative followed by a fax confirmation.

- **Reports.** A Participant's monthly statement will be mailed within the first five (5) business days of the respective succeeding month. The monthly statement will include a detailed listing of the balance in the Participant's accounts as of the date of the statement; all account activity for the previous month, including deposits and withdrawals; daily and monthly yield information; and any special fees and expenses charged to the Participant. Additionally, copies of the Participant's reports will be maintained and made available for a minimum of three prior TEXSTAR fiscal years in either physical or electronic form.

A complete copy of the TEXSTAR Operating Procedures may be obtained by contacting TEXSTAR Participant Services.



LOCAL GOVERNMENT INVESTMENT COOPERATIVE

A TEXAS PUBLIC FUNDS INVESTMENT POOL AND TEXAS TRUST

INFORMATION STATEMENT

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No person or entity has been authorized to give any information or to make any representations other than those contained in this Information Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by LOGIC, its Board of Trustees, the Investment Manager, the Administrators, or any agent of LOGIC.

The Units in LOGIC have not been registered under the Securities Act of 1933, as amended, or any state securities law. The Securities and Exchange Commission ("SEC") has not passed upon the accuracy or adequacy of this Information Statement or approved Units in LOGIC for sale.

The LOGIC Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, charges and expenses associated with this or any security prior to investing. Investments in LOGIC are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency and although LOGIC seeks to preserve the value of the investment at a fixed price, it is possible to lose money by investing in the fund. For further information, contact LOGIC Participant Services c/o Hilltop Asset Management, LLC, at (800) 895-6442. LOGIC is distributed by Hilltop Securities Inc., a registered broker dealer, member FINRA/SIPC.

INTRODUCTION

Local Government Investment Cooperative (LOGIC) (the "Pool") was organized in conformity with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, and operates as a public funds investment pool under the Public Funds Investment Act. LOGIC is organized and existing as a business trust under the laws of the State of Texas with all Participant funds and all investment assets held and managed in trust by a Board of Trustees for the benefit of the Participants. The Board of Trustees is LOGIC's governing body and is comprised of employees, officers or elected officials of Participant Government Entities. A maximum of two ex officio board members represent the Administrators of the Pool. The Board of Trustees appoints an Advisory Board comprised of employees, officers or elected officials of Participant Government Entities and individuals who do not have a business relationship with the Pool and are qualified to advise the Pool.

Currently, the Board has authorized one Portfolio: "LOGIC I," and Units of LOGIC I are currently available to Participants.

Investment Objectives. The Pool will invest only in authorized investments under the Public Funds Investment Act. Its general investment objectives are safety of principal, liquidity in accordance with the operating requirements of the Participants, and a competitive rate of return.

Rating. In order to comply with the Public Funds Investment Act, all Portfolios will maintain a AAAm or equivalent rating from at least one nationally recognized rating agency. Units of LOGIC I are currently rated "AAAm" by Standard & Poor's.

No Sales Commissions or Investment Minimum. There is no investment minimum and no sales charge.

Deposits, Withdrawals, and Transactions. Deposits and withdrawals may be made by automated clearinghouse ("ACH") or wire transfer through the Federal Reserve Bank System ("wire transfer"). Transaction requests will be by telephone, internet transaction system or by contacting a LOGIC representative.

Investment Management. The Portfolio will be managed by J.P. Morgan Investment Management Inc. (the "Investment Manager").

Administrators. Day to day administration of the Pool will be performed by Hilltop Securities Inc., Hilltop Asset Management, LLC and J.P. Morgan Investment Management Inc. (the "Administrators"). Hilltop Securities Inc. will provide marketing and distribution services. Hilltop Securities Asset Management, LLC will provide participant and administrative services, and J.P. Morgan Investment Management Inc. will provide investment management, custody and fund accounting services. Transfer agency services will be provided by DST Asset Manager Solutions, Inc. ("DST" or the "Transfer Agent"). DST and each of the Administrators or their affiliates may provide certain services, including those described herein, through the use of subcontractors or delegates.

Further Information. Further information is available from LOGIC Participant Services, c/o Hilltop Asset Management, LLC, 717 N. Harwood Street, Suite 3400, Dallas, Texas 75201, telephone 1-800-895-6442, fax 214-953-8877. The LOGIC website is www.logic.org. Certain terms used in this Information Statement are found in the Glossary attached to this Information Statement. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the LOGIC investment policies ("Investment Policies").

This Information Statement provides detailed information about the Pool and its policies. Please read it carefully and retain it for future reference.

ORGANIZATION

The Pool was established pursuant to an Interlocal Agreement, which was subsequently amended and is now entitled Participation Agreement and Trust Instrument (the "Agreement") between participating Government Entities. Participation in the Pool is limited to those eligible Government Entities which have become parties to the Agreement ("Participants").

Participants' assets in the Pool are represented by units of beneficial interest ("Units"), which are issued in discrete series (each a "Portfolio"), as authorized from time to time by the Board. Assets invested in any Portfolio will be managed separately, and segregated from, the assets of every other Portfolio.

Assets in each Portfolio will be invested in accordance with such investment objectives, limitations and other policies established for that Portfolio by the Board.

The complete Investment Policies adopted by the Board, from time to time, are summarized in this Information Statement. Any Participant may obtain a copy of such Investment Policies from the LOGIC website at www.logic.org or by contacting LOGIC Participant Services at 1-800-895-6442.

The Board has authorized one Portfolio of the Pool at the present time: "LOGIC I". The Investment Policies and strategies with respect to the Portfolio of the Pool are summarized below. Following the summary is an analysis of the Portfolio which each Government Entity should review to determine if the Portfolio meets its needs.

LOGIC I PORTFOLIO

Investment Objectives and Strategy. The Investment Objectives of the LOGIC I Portfolio are to seek preservation of principal, liquidity, and current income through investment in a diversified portfolio of short-term marketable securities. The Portfolio's maximum final stated maturity is 397 days for fixed rate securities and 25 months for variable rate notes. The Portfolio will maintain a dollar-weighted average portfolio maturity that does not exceed 60 days (or fewer days if required to maintain its rating). The Portfolio seeks to maintain a net asset value of $1.00 per Unit and is designed to be used for investment of funds which may be needed at any time.

Investments in the Portfolio are neither insured nor guaranteed by the U.S. Government, the Pool, its Board, the Administrators, their agents or any governmental or other entity and there can be no assurance that the Portfolio will maintain a stable net asset value of $1.00.

Investment Policies. LOGIC I will have the following investment policies:

1. LOGIC I may invest in the following securities:

   a. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

   b Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the United States;

   c Fully collateralized repurchase agreements and reverse repurchase agreements with a defined termination date not to exceed 95 calendar days with respect to repurchase agreements and 90 days with respect to reverse repurchase agreements (unless the repurchase agreement has a put option that allows the fund to liquidate the position at principal plus accrued interest with no more than 7

days notice to the counterparty) and secured by cash or any obligation, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or its agencies or its instrumentalities, including mortgage-backed securities and obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation. The repurchase and reverse repurchase agreements must be placed with primary government securities dealers and/or financial institutions doing business in the State of Texas;

d SEC registered money market funds authorized by the Public Funds Investment Act and rated in the highest rating category by at least one nationally recognized rating agency; and

e Commercial paper that has a stated maturity of 365 days or fewer from the date of its issuance that is rated A-1 or P-1 or equivalent by two nationally recognized rating agencies or that is rated A-1 or P-1 or equivalent by one nationally recognized rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

2. The Portfolio will not invest in United States Government securities representing ownership in mortgage pools or collateralized mortgage obligations. The Portfolio will not invest in Bankers' Acceptances.

3. The Portfolio will seek to maintain a stable net asset value of $1.00 per Unit to preserve the principal of all Participants.

4. The Portfolio's maximum final stated maturity is 397 days for fixed rate securities and 25 months for variable rate notes. The dollar-weighted average maturity of the Portfolio (calculated taking into account the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made and may utilize the interest rate reset date for variable rate notes or floating rate securities) will not exceed 60 days (or less, if required to maintain a rating in the highest rating category by the nationally recognized rating agency currently rating the Portfolio). The dollar-weighted average final maturity of the Portfolio (calculated taking into account the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made) will not exceed 90 days. So long as required by the Public Funds Investment Act, the Pool will disclose to Participants the calculations of dollar-weighted average maturity and dollar-weighted average final maturity of the Portfolio.

5. Withdrawals from the Portfolio and transfers to another Portfolio may be made on any business day with deadlines and provisions as more fully described in the Operating Policies.

6. To provide additional liquidity, incremental income, or enhanced yield, the Portfolio may engage in reverse repurchase agreements with reinvestment of proceeds limited to the term of the Reverse Repurchase Agreement, which shall in no event exceed 90 days.

7. The Portfolio may not borrow money or incur indebtedness, except that it may incur and pay operating expenses.

8. The Portfolio may not lend its money, except to the extent that the Portfolio may make authorized investments and it may lend its securities pursuant to a Reverse Repurchase Agreement.

9. Fully collateralized Repurchase Agreements must (i) have defined termination dates, (ii) be secured by cash or obligations, the principal and interest of which are unconditionally

guaranteed or insured by, or backed by the full faith and credit of, the United States or its agencies or instrumentalities, including mortgage-backed securities and obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, (iii) require purchased securities to be pledged to the investing entity or a third party, and (iv) be placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. The market value of such collateral will be determined (marked to market) at least daily. All Repurchase Agreements will be documented through use of the Master Repurchase Agreement promulgated by the Securities Industry and Financial Markets Association.

10. The Portfolio may engage in portfolio trading in an attempt to maximize the total return on assets.

11. The Portfolio will not invest in the aggregate more than 20% of its monthly average balance in SEC registered money market funds or invest its funds in any one SEC registered money market fund in an amount that exceeds 5% of its total assets.

12. In order to provide and emphasize diversification within the Portfolio, the following limitations will be applied by comparing the amortized cost of the Portfolio's investments at the time of purchase:

a 100% of the Portfolio may be in United States Treasury bills, notes or bonds;

b 100% of the Portfolio may be in United States agency or instrumentality obligations;

c 100% of the Portfolio may be invested in direct Repurchase Agreements;

d. No more than 25% of the Portfolio may be invested in term Repurchase Agreements;

e. No more than 5% of the Portfolio may be invested in the Commercial Paper of any entity (including affiliates).

f. No more than 25% of the Portfolio may be invested in a single industry or business sector, provided that this limitation does not apply to securities issued or guaranteed by companies in the financial services industry.

13. The maximum maturity of Repurchase Agreements may not exceed 95 days unless the Repurchase Agreement has a put option that allows the fund to liquidate the position at par (principal plus accrued interest) with no more than 7 (seven) days notice to the counterparty.

14. Diversification of Repurchase Agreement counterparties will be emphasized.

15. The Portfolio shall only invest in money market funds which are in compliance with the diversification requirements of Rule 2a7.

16. For liquidity and to respond to unusual market conditions, the Portfolio may hold all or most of its total assets in cash for temporary defensive purposes. This may result in a lower yield and prevent the Portfolio from meeting its investment objectives.

How Yields and Net Asset Value Are Determined in LOGIC I. The net interest income of the Portfolio is determined each business day, and consists of (i) the sum of (a) interest accrued, (b) discount earned (including both original issue and market discount), and (c) realized capital gains (generally amortized over a period of 30 days or less) less (ii) the sum of (a) amortization of premium, (b) the estimated expenses of the Portfolio applicable to that distribution period, and (c) realized capital losses (generally

amortized over a period of 30 days or less). All net income of the Portfolio so determined is declared as earnings to Participants each day. Earnings accrue throughout the month and are distributed as of the close of business on the last business day of the month. On the first business day of the following month, the earnings are reinvested as additional Units at the current net asset value (expected to be $1.00), unless the Participant has elected to have them paid out. If the entire balance in an account is withdrawn during the month, the accrued distributions will be paid on or before the first business day of the following month.

The net asset value per Unit of the Portfolio is calculated each business day by adding the amortized book value of all Portfolio securities and other assets, deducting accrued expenses and arrearages, and dividing by the number of Units outstanding. The result of this computation will be rounded to the nearest whole cent. As previously noted, it is the intention of the Portfolio to maintain a net asset value per Unit of $1.00. To the extent that the Board elects to utilize a net asset value per Unit determined by using available market quotations in lieu of amortized accounting, the Portfolio will reflect market fluctuations and any unrealized gains and losses resulting from those fluctuations on a daily basis.

Portfolio assets are valued on the basis of the amortized cost valuation technique. This involves valuing an instrument at its cost and thereafter assuming a constant amortization to maturity of discount or premium, regardless of the impact of fluctuating interest rates on the market value of the instrument. While this method provides certainty of valuation, it may result in periods during which value, as determined by amortized cost, is higher or lower than the price the Portfolio would receive if it sold the instrument. Although the Portfolio values its instruments on the basis of their amortized cost, certain occasions may arise on which the Portfolio sells some Portfolio holdings prior to maturity. The proceeds realized by such a sale may be higher or lower than the original cost, thus resulting in a capital gain or loss.

The Board has determined, in good faith, that it is in the best interests of the Portfolio and the Unitholders to maintain a stable net asset value of $1.00 per Unit, by virtue of utilization of the amortized cost method which generally approximates the market value of the assets and has been deemed to be a proxy for fair value. The Portfolio will continue to use such method only so long as the Board believes that it fairly reflects the market-based net asset value per Unit.

If at any time, pursuant to its daily calculation, the deviation between the amortized cost and market-determined values of the Portfolio's assets or the deviation between market-determined values and $1.00 per Unit exceeds $0.0030 per Unit, the Administrators shall promptly notify the Board and continue to keep the Board apprised of the daily calculations. In the event that the deviation between the amortized cost and market-determined values or the deviation between market-determined values and $1.00 per Unit exceeds $0.0040, the Administrators shall promptly notify the Board and follow any directions of the Board. However, absent contrary instructions, the Administrators shall promptly sell portfolio holdings, or will take such other action as the Board, or its delegates, may direct to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing Unitholders.

Monitoring Market Price of Investments and Ratings. The market price of all investments in the Portfolio is monitored daily by the Investment Manager. An independent or affiliated commercial pricing services or third party broker-dealers may be utilized to determine market value. The pricing services or broker-dealers use multiple valuation techniques to determine fair value. In instances where sufficient market activity exists, the pricing services or broker-dealers may utiize a market-based approach through which quotes from market makers are used to determine fair value. In instances where sufficient market activity may not exist or is limited, the pricing services or broker-dealers also utilize proprietary valuation models which may consider market transactions in comparable securities and the various relationships between securities in determining value and/or market charateristics. Overnight Repurchase Agreements shall be valued at par. Collateral securing Repurchase Agreements shall be monitored daily by the custodian for the collateral and reviewed by the Investment Manager. An independent or affiliated commercial pricing services or third party broker-dealers may be utilized to determine market price. The Investment Manager will periodically monitor the credit ratings of the investments in which the Portfolio invests and, to the extent required under the Public Funds Investment Act, will take all prudent measures to liquidate any investments that fail to meet any minimum rating requirement for such investments set forth in the Public Funds Investment Act.

Financial Reporting. LOGIC has been using fair value reporting for financial statement presentation since the 2011 fiscal year because it allows for the most accurate reflection of the economic condition of the investments.

Size and Performance History. The Portfolio received its first funds in May, 1994, when assets under management were $25,265,557 with three Participants. Since then, the amount invested in the Portfolio and the number of Participants has varied. As of July 31, 2024, the assets were approximately $12.289 billion with 710 participants.

More detail on the performance history of the Portfolio and the most current information on the size and performance of the Portfolio, including yield, weighted average maturity and the expense ratio, is included in an Addendum to this Information Statement being distributed with each Information Statement. The history of the operating expenses of the Portfolio is found under "Operating Expenses."

UNDERSTANDING RISKS ASSOCIATED WITH THE LOGIC I PORTFOLIO

The LOGIC I Portfolio is subject to various risks, including those listed below, any of which may adversely affect the Portfolio's performance and ability to meet its investment objectives. Each Participant must determine the amount of credit risk and interest rate risk that it wishes to take. Then it can determine whether the LOGIC I Portfolio is appropriate for specific funds. LOGIC I by itself does not represent a fully-balanced investment plan.

Unlike money market mutual funds which are registered with the Securities and Exchange Commission, LOGIC I operates in compliance with the Public Funds Investment Act ("PFIA") and not with the Investment Company Act of 1940 and Rule 2a-7 thereunder.

Credit Risk. Credit risk is the possibility that an issuer of a fixed income security held by the LOGIC I Portfolio will default on the security by failing to pay principal or interest when due. Any class of investment is subject to this risk. Remedies against a defaulting issuer of securities are limited, and the LOGIC I Portfolio may not be successful in securing repayment. A deterioration in credit quality or perceived credit quality of an investment held by the LOGIC I Portfolio could reduce the market price at which the LOGIC I Portfolio could sell the investment. The Investment Manager assesses the credit quality of the investments made for the LOGIC I Portfolio.

The LOGIC I Portfolio will invest in high quality commercial paper, as defined in the Investment Policies. Commercial paper refers to short-term unsecured promissory notes issued by business entities to finance short-term credit needs. Issuers of commercial paper could fail to make payments when due or default completely. Many issuers of commercial paper expect to repay commercial paper obligations at maturity from the proceeds of issuance of new commercial paper. As a result, investment in commercial paper is subject to the risk the issuer cannot issue enough new commercial paper to satisfy its outstanding commercial paper payment obligations, also known as rollover risk.

The LOGIC I Portfolio enters into repurchase agreements collateralized by cash or securities with approved counterparties. The Portfolio may be affected in the event a repurchase agreement counterparty fails to make payment or defaults completely. The LOGIC I Portfolio should be able to take possession of and sell the collateral securing the counterparty's obligations; however, a loss may be realized on the sale of the underlying securities to the extent that the proceeds from the sale are less than the resale price provided in the repurchase agreement. Should a counterparty declare bankruptcy or become insolvent, the LOGIC I Portfolio may incur delays and costs in selling the underlying securities. The Portfolio may transfer uninvested cash into joint accounts which are utilized by multiple funds managed by the investment manager or its affiliates and used to enter into repurchase agreements. Under these joint accounts, the Portfolio has a pro rata interest in the repurchase agreements with the other participants in the joint account pursuant to joint allocation procedures approved by all the participants. In this case, any losses from a default by a counterparty or its insolvency or bankruptcy would be allocated on a pro rata basis among the participants in the joint account.

The Portfolio may invest in obligations of the United States, its agencies and instrumentalities, and other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the United States. U.S. Treasury securities are backed by the full faith and credit of the U.S. government, meaning that the U.S. government is required to repay the principal when due. Other types of securities issued or guaranteed by federal agencies and U.S. government sponsored instrumentalities may not be backed by the full faith and credit of the U.S. Government In this case, payment is due from the agency or instrumentality only.

SEC registered money market funds, another permitted investment by LOGIC I, may invest in a variety of obligations, including U.S. Government obligations, bank obligations, including banker's acceptances, Commercial Paper, Repurchase Agreements, and obligations of state and local governments. The SEC establishes diversification and credit quality requirements for such funds. The Portfolio's investment policy also requires that they be rated in the highest rating category by at least one nationally recognized rating agency.

The LOGIC I Portfolio is not secured by an insurance policy, federal deposit insurance, or other secondary guarantee.

Interest Rate Risk. The prices of debt securities in which the LOGIC I Portfolio will invest, including bonds and debt securities issued by the U.S. Government, its agencies and instrumentalities, will change in value, that is, market price based on changes in interest rates. If rates increase, the value of these investments generally declines. Interest rate changes have a greater effect on the price of fixed income securities with longer maturities. The LOGIC I Portfolio may invest in variable and floating rate securities. Although these instruments are generally less sensitive to interest rate changes than fixed rate instruments, the value of floating rate and variable securities may decline if their interest rates do not rise as quickly, or as much, as general interest rates.

During periods when interest rates are low or there are negative interest rates, the Portfolio's yield (and total return) also may be low or the Portfolio may be unable to maintain positive returns.

Stable Net Asset Value Risk. The LOGIC I Portfolio seeks to preserve the net asset value (NAV) of the Participants' investment at $1.00 per unit. The Administrators have policies and procedures in place to monitor the Portfolio's NAV and to take action to minimize market risk; however, the Portfolio cannot guarantee a $1.00 NAV. The value of the Portfolio is dependent on timely receipt of the amounts due on the obligations in the Portfolio. Any delays or failures in receipt of payments or periods of low interest or negative interest rates may adversely affect the NAV of the Portfolio. Units in the LOGIC I Portfolio are subject to investment risks, including possible loss of principal amount invested.

Market Risk. The market price of securities owned by the LOGIC I Portfolio may rapidly or unpredictably decline due to factors affecting securities markets generally or particular industries. Global events that may affect the market price of securities include war, terrorism, environmental disasters, natural disasters or events, country instability and infectious disease epidemics or pandemics, such as COVID-19. Geopolitical events that may affect the price of securities include inflation, deflation, debt crises and downgrades, embargoes, tariffs, and other governmental trade or market control programs. The U.S. government and other issuers of securities do not guarantee the market price of their securities.

Management Risk. The LOGIC I Portfolio is subject to management risk and it may not achieve its objective if the Investment Manager's expectations regarding particular instruments or interest rates are not met.

Concentration Risk. Because the LOGIC I Portfolio will, under ordinary circumstances, invest a significant portion of its assets in securities of companies in the banking industry, developments affecting the banking industry may have a disproportionate impact on the Portfolio. These risks generally include interest rate risk, credit risk and risk associated with regulatory changes in the banking industry. The profitability of banks depends largely on the availability and cost of funds, which can change depending on economic conditions**.**

Non-U.S. Issuers of Commercial Paper. All commercial paper in the LOGIC I Portfolio is denominated in U.S. dollars; however, some of the entities issuing the commercial paper are headquartered outside of the U.S. and subject to the laws of jurisdictions where economic or political conditions may be less favorable than those in the United States. Risks include capital controls and the imposition of foreign withholding taxes. The investment manager will perform a credit analysis on all commercial paper purchased into the portfolio and any commercial paper issued by non-U.S. entities will have at least the same financial strength as the domestic issuers approved for the Portfolio.

Liquidity Risk. Trading opportunities are more limited for fixed income securities that are not widely held. These features make it more difficult to sell or buy securities at a favorable price or time. Consequently, the LOGIC I Portfolio may have to accept a lower price to sell a security, sell other securities to raise cash or give up on an investment opportunity, any of which could have a negative impact on the Portfolio's performance.

Transactions Risk. The LOGIC I Portfolio could experience a loss and its liquidity may be negatively impacted when selling securities to meet withdrawal requests by Participants. The risk of loss increases if the withdrawal requests are unusually large or frequent or occur in times of overall market turmoil or declining prices. Similarly, large deposits may adversely affect the LOGIC I Portfolio's performance to the extent that the LOGIC I Portfolio is delayed in investing new cash and is required to maintain a larger cash position than it ordinarily would.

Cybersecurity Risk. Use of technology to conduct business could subject the Portfolio and its third-party service providers (including the Administrators) to risks associated with cybersecurity. If a cybersecurity attack is successful, an unauthorized person could misappropriate assets or sensitive information, corrupt data, or cause operational disruption. The Administrators have developed technological safeguards and business continuity plans to prevent or reduce the impact of potential cybersecurity incidents. Despite these measures, a cybersecurity incident still has the potential to cause harm to the Portfolio and its Participants.

RATINGS

In compliance with the Public Funds Investment Act, all portfolios will maintain a AAAm or equivalent rating from at least one nationally recognized rating agency. Units of the LOGIC I Portfolio have been assigned a rating of "AAAm" by Standard & Poor's. An explanation of the significance of such ratings may be obtained from Standard & Poor's, 1221 Avenue of the Americas, New York, NY 10041.

ELIGIBILITY TO INVEST

The Public Funds Investment Act sets out the entities which may invest in LOGIC, each of which is defined in this document as a "Government Entity". According to the Public Funds Investment Act, a local government, a state agency, or a nonprofit corporation acting on behalf of a local government or a state agency may invest in a local government investment pool, like LOGIC. A local government is defined as a municipality, a county, a school district, a district or authority created under Section 52(b)(1) or (2), Article III, or Section 59, Article XVI, Texas Constitution (such as a municipal utility district, water control and improvement district, or navigation district), a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, and any nonprofit corporation acting on behalf of any of those entities. A state agency is defined as an office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities.

ADMINISTRATION OF THE POOL

The Pool Structure. By entering into the Agreement, Participants establish a public funds investment pool and trust entitled Local Government Investment Cooperative (LOGIC) and designate the Board of Trustees of the Pool as an agency and instrumentality of the Participants and agree that it will be

the governing body of the Pool and trustee of the Participant funds deposited into the Pool for the benefit of the Partcipants. The Pool holds legal title to all money, investments and other assets of the Pool and, through the Board, has the authority to employ personnel, engage in other administrative activities and provide other administrative services necessary to accomplish the objectives of the Pool.

The Board and the Bylaws. Pursuant to the Agreement, the business and affairs of the Pool are required to be managed by the Board, and the Board is authorized to adopt and maintain bylaws (the "Bylaws"). The Bylaws set forth procedures governing the selection of, and action taken by, the members of the Board. The Bylaws provide for a five-member Board consisting of individuals who are Participant employees or officers or elected officials. A maximum of two ex officio board members are representatives of the Administrators of the Pool.

The Board may remove any trustee if (a) a trustee who was an appointed or elected official or employee of a Participant at the time he or she became a trustee, ceases to be an elected or appointed official or employee of the Participant, (b) the trustee files personal bankruptcy or is adjudicated an incompetent, or (c) the Participant for which the trustee is an elected or appointed official or an employee ceases to be a Participant. The Board will fill any vacancy resulting thereby or otherwise in accordance with the Bylaws. Trustees will have three-year terms. Board members serve without compensation but are entitled to reimbursement of reasonable out-of-pocket expenses incurred in the performance of Board duties.

The Board consists of the following individuals:

Name	Board Position and Term	Affiliation
Sandra Newby	President - 12/31/2027	Tarrant Regional Water District
Greg Jordan	Vice President/2nd Investment Officer - 12/31/2027	Fort Worth Transportation Authority
Darla Moss	Treasurer/Investment Officer - 12/31/2026	Arlington Independent School District
Jeanne Chipperfield	Secretary - 12/31/25	North Texas Municipal Water District
David Medanich	Ex Officio Trustee	Hilltop Securities Inc. and Hilltop Asset Management, LLC
Andrew Linton	Ex Officio Trustee	J.P. Morgan Investment Management Inc.

Mr. Medanich is a director and officer of Hilltop Securities Inc. and Hilltop Securities Asset Management, LLC. Hilltop Securities Inc. has contracted with the Pool to serve as Administrator to provide distribution and marketing services. Hilltop Asset Management, LLC has contracted with the Pool to serve as Administrator to provide administrative and Participant services. He has no voting powers.

Mr. Linton is an executive director for J.P. Morgan Asset Management Inc. J.P. Morgan Investment Management Inc. has contracted with the Pool to serve as Administrator to provide services including investment management, transfer agency, fund accounting and custodial services. He has no voting powers.

Primary duties of the Board include, but are not limited to, adoption of the Investment Policies, Operating Policies, and the Bylaws, appointing officers, and employing the Administrators and other service providers. The meetings of the Board are open to the public.

Advisory Board. The Board appoints an Advisory Board of Participant employees, officers or elected officials and individuals who do not have a business relationship with the Pool and are qualified to advise it. The Board consists of the following individuals:

Name	Term	Affiliation
Rene Barajas	9/30/27	Northside Independent School District
Monte Mercer	9/30/27	North Central Texas Council of Governments
Kelvin Bryant	9/30/27	City of McKinney

Administrators. The Board has entered into a contract with Hilltop Securities Inc., Hilltop Securities Asset Management, LLC and J.P. Morgan Investment Management Inc. to provide distribution, marketing, administrative and Participant, investment management, fund accounting, and transfer agency services for the Pool (the "Agreement"). These duties also include receiving Pool applications, providing a record-keeping system for the Pool, processing deposits, withdrawals and other requests, preparing monthly reports to the Board and Participants on the performance of the Portfolios and the net asset value per Unit, and providing day to day contact with Participants. DST Asset Manager Solutions, Inc. ("DTS") has subcontracted to provide transfer agency services. DTS and each of the Administrators or its affiliates may provide certain services, including those described herein, through the use of subcontractors or delegates.

Custodian. JPMorgan Chase Bank, N.A. is the custodian for the Pool. The Custodian will receive and disburse all Participant deposits and withdrawals, settle all portfolio trades, safekeep certain securities, and collect all income or any other payment due in connection with purchased securities. The Custodian or its affiliates may provide certain services, including those described herein, through the use of subcontractors or delegates.

LIABILITY LIMITATIONS

None of the Board, the Investment Officers selected by the Board, or the officers and employees of the Board will be held liable for any action or omission to act on behalf of the Pool or the Participants unless caused by such person's fraud, willful malfeasance, or bad faith. To the fullest extent permitted by law, any obligation of LOGIC shall be payable solely from the assets held by LOGIC, and none of the Unitholders, whether past, present, or future, shall be personally liable therefor.

The Administrators have agreed to indemnify and hold harmless the Pool and the Board from any loss, liability or cost (including reasonable attorney's fees) which is not covered by insurance proceeds and which the Pool and the Board may sustain, incur or assume as a result of claims resulting from or arising out of the negligence of the Administrators in connection with the provision of Administrator services under the Agreement, unless such claims result from gross negligence, fraud or willful misconduct of the Pool or the Board. To the extent that a Administrator delegates all or a part of its responsibilities under the Agreement, the Administrator will be responsible for compliance with the terms of the Agreement to the same extent as if such Administrator itself had acted or failed to act instead of the delegate.

None of the Administrators guarantees the performance of the assets of the Pool or any specific level of performance, that the Pool will maintain a net asset value per Unit of $1.00, the success of any investment decision or strategy that the Administrators may use, or the success of the Administrators' overall management of the Pool. Investment decisions made for the Pool by the Administrators are subject to various market, currency, economic, political and business risks, and that those investment decisions may not always be profitable.

PORTFOLIO TRANSACTIONS

The Investment Manager has no obligation to deal with any dealer or group of dealers in the

execution of transactions in portfolio securities of the Pool. The securities in which the Portfolios will be invested are normally purchased directly from the issuer or from a dealer in such securities. Where possible, the Investment Manager deals directly with the dealers who make a market in the securities involved except in those circumstances where better prices and execution are available elsewhere. It is the policy of the Pool to obtain the best net results in conducting portfolio transactions, taking into account such factors as price, the size, type and difficulty of the transactions involved, the firm's general execution and operations facilities, and the provision of supplemental investment research by the firm. The Portfolio securities of the Pool are traded on a net basis and do not involve either brokerage commissions or transfer taxes.

The Investment Manager may dispose of securities without regard to the time they have been held when such actions, for defensive or other portfolio management reasons, appear advisable. High portfolio turnover involves correspondingly greater transaction costs, which are borne directly by the Pool.

Portfolio investments will not be purchased from or sold to the Administrators or any affiliate of any Administrator. Investments may be sold by one Portfolio to another Portfolio at the prevailing market prices.

Settlement of all transactions shall be conducted on a delivery versus payment (DVP) basis.

OPERATING EXPENSES

The Administrators' fee hereunder for LOGIC I shall be accrued daily and paid monthly at an annual rate of 9.75 basis points (0.0975%), based on the total of all Participants' balances in LOGIC I at the end of each day. This fee includes other operating expenses including, but are not limited to, expenses of the Board, including directors and officers liability insurance, legal, audit and accounting expenses, the costs of safekeeping, settlement, cash movement and banking services provided by the Custodian, rating agency fees, non-recurring expenses, deferred organizational expenses, and expenses of preparing, printing and mailing Information Statements, reports, notices and proxy materials to Participants.

ANNUAL AUDIT

The financial statements of the Pool will be examined and a certification issued by an independent certified public accounting firm, following the close of each fiscal year. The examination will include reconciliation of securities held by the Custodian and a review of the Pool's internal controls over financial reporting as a basis for designing auditing procedures for the purpose of expressing an opinion on the financial statements. An annual report including the auditor's opinion, following its completion, is available upon request to each Participant of record as of the close of the Pool's fiscal year, which ends August 31 ("Annual Report"). The Board has retained PriceWaterhouseCoopers, LLP, 2121 North Pearl Street, Suite 2000, Dallas, Texas 75201, to audit its financial statements for fiscal year ending August 31, 2023.

PARTICIPATING IN THE POOL

New Accounts. To become a Participant in the Pool, a Government Entity's governing body (e.g., board of trustees, city council, etc.) must adopt a resolution approving an Application for Participation in LOGIC and authorizing specified officers of the Government Entity to execute the Application. The Application for Participation contains the Government Entity's agreement with other LOGIC Participants and the LOGIC Board of Trustees to the terms and conditions in the LOGIC Participation Agreement and Trust Instrument. The Application also designates Authorized Representataives to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, and to designate other Authorized Representatives.

Following adoption of the resolution, the Government Entity must complete and send the completed LOGIC application form with a certified copy of the resolution. A Government Entity may become a Participant and open an account with the Pool without being obligated to deposit any money or otherwise actively participate in the Pool.

The Pool will request a Government Entity to provide its investment policy for review under the Public Funds Investment Act. The Government Entity will receive confirmation from the Pool that it has reviewed the policy and has implemented reasonable procedures and controls in an effort to preclude investment activities between the Pool and the Government Entity that are not authorized by the Government Entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Government Entity's entire portfolio or requires an interpretation of subjective investment standards.

Deposits. Deposits (including new accounts) are required to be made by either Automated Clearing House electronic funds transfer ("ACH") or wire transfer through the Federal Reserve Bank System ("Wire Transfer"). Deposits will be accepted by the Pool on any business day.

In the case of a Wire Transfer deposit, the Participant must notify LOGIC of any wire deposit transaction requests by 4:00 p.m. CST if using the internet transaction system or by 3:30 p.m. CST when contacting a Participant Services Representative.

In addition to notifying LOGIC, the Participant must instruct its local bank to wire funds to LOGIC by 4:00 p.m. CST. All incoming wire deposits must be received by 4:00 p.m. CST, to earn interest for that day. Any wire deposits received after 4:00 p.m. CST will not be invested until the following business day.

ACH transaction requests will be executed on the business day following the date the transaction was initiated if requested in accordance with the daily transaction deadlines for the pool. In the case of an ACH deposit, the Participant must notify LOGIC by 4:00 p.m. CST one business day prior to the settlement date when using the internet transaction system or by 3:30 p.m. CST one business day prior to the settlement date when contacting a Participant Services Representative. ACH transactions are processed in accordance with the prearranged Participant information as provided on the bank information sheet corresponding to that specific LOGIC account or subaccount. In the event of an ACH rejection, LOGIC will contact the Participant to confirm the rejection. LOGIC will credit/debit the Participant's account accordingly.

Transfers. Participants may transfer funds from one of their LOGIC sub-accounts to another of their LOGIC sub-accounts. In the case of an internal transfer, the participant must notify LOGIC of any internal transfer transaction requests by 4:00 p.m. CST if using the internet transaction system or by 3:30 p.m. CST when contacting a Participant Services Representative.

The procedures for transfers are described in the Operating Policies.

Business Days. The Pool will determine on an annual basis the business days on which it will conduct operations.

WITHDRAWALS

Withdrawals are required to be made by either Automated Clearing House electronic funds transfer ("ACH") or wire transfer through the Federal Reserve Bank System ("Wire Transfer"). Withdrawals will be processed from the LOGIC I Portfolio on any business day (or in the event such day is not a business day, on the next preceding business day).

Wire transfer withdrawal transaction requests will be executed on the same day as initiated. In the case of a Wire Transfer withdrawal, the Participant must notify LOGIC either by 4:00 p.m. CST using the internet transaction system or by 3:30 p.m. CST by contacting a Participant Services Representative.

ACH transaction requests will be executed on the business day following the date the transaction was initiated if requested in accordance with the daily transaction deadlines for the pool. In the case of an ACH withdrawal, the Participant must notify LOGIC by 4:00 p.m. CST one business day prior to the settlement date using the internet transaction system or by 3:30 p.m. CST one business day prior to the

settlement date when contacting a Participant Services Representative. ACH transfer withdrawals are sent in accordance with the prearranged Participant information as provided on the bank information sheet corresponding to that specific LOGIC account or subaccount. In the event of an ACH rejection, LOGIC will contact the Participant to confirm the rejection. LOGIC will credit/debit the Participant's account accordingly.

In all cases, the Participant must provide the following information: name, identifying access code, Pool account number and the amount to be withdrawn. The amount requested to be withdrawn cannot exceed the net asset value of the Participant's account on the date such notice is given.

LOGIC reserves the right to suspend the right of withdrawal or to postpone the date of payment in the event that the Federal Reserve is closed other than for customary weekend and holiday closings, in the event of a general suspension of trading in any securities market which affects LOGIC operations, or if, in the opinion of the Board, an emergency exists so that the disposal of LOGIC's securities or determination of its net asset value is not reasonably practical.

PARTICIPANT FEES AND EXPENSES

A Participant's account will be directly charged for the cost of any special services rendered at the request of the Participant. A Participant's account will also be charged with all actual costs and expenses associated with extraordinary events affecting such account including, but not limited to, losses of investment income to the Pool associated with ACH returns or by failure to timely transmit a wire transfer for deposit, unless such failure was beyond the control of the Participant.

REPORTS TO THE PARTICIPANTS

Participants receive a transaction confirmation detailing each deposit, withdrawal, transfer, and exchange. Each Participant also receives a monthly statement of its account showing the current balance in its account and all activity since the prior monthly report. The Pool will issue an Annual Report containing financial statements audited by the Pool's independent auditors.

AMENDMENT OF POOL DOCUMENTS

The Investment Policies, the Operating Procedures, and the Bylaws may be amended by the Board, provided that notice of any such amendment which the Board determines materially affects the Participants is sent to all affected Participants at least 30 days prior to the effective date thereof. Amendments to the Agreement by the Board require that notice be sent to Participants at least 60 days prior to the effective date thereof. Copies of the Agreement, Investment Policies, Operating Procedures, and the Bylaws can be obtained from the Administrators.

GLOSSARY

Some of the terms used in this Information Statement are described below:

"Bankers' Acceptances" are negotiable obligations of a bank to pay a draft which has been drawn on it by a customer. These obligations are backed by large banks and usually by goods in international trade, as well. The Public Funds Investment Act requires that a bankers' acceptance authorized for investment by Government Entities have a stated maturity of 270 days or fewer from the date of its issuance, be, in accordance with its terms, liquidated in full at maturity, be eligible for collateral for borrowing from a Federal Reserve Bank, and be accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

"Commercial Paper" consists of short-term promissory notes of corporations and other business

entities issued to finance their current operations. The Public Funds Investment Act requires that commercial paper authorized for investment by Government Entities have a stated maturity of 270 days or fewer from the date of its issuance and be rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies, or be rated A-1 or P-1 or an equivalent rating by one nationally recognized rating agency and be fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

"Dollar-weighted average portfolio maturity" or "WAM" is calculated by taking an average of the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made, weighted by the book value of each security, except that Floating Rate Securities and Variable Rate Securities are considered to have the maturities as set forth below. A government Floating Rate Security or any Floating Rate Security, the principal amount of which must unconditionally be paid in 397 calendar days or less, is deemed to have a maturity of one day. A Variable Rate Security, the principal amount of which must unconditionally be paid in 397 calendar days or less, is deemed to have a maturity equal to the earlier of the period remaining until the next interest rate adjustment or the period remaining until the principal amount can be recovered through demand.

"Floating Rate Security" means a security the terms of which provide for the adjustment of its interest rate whenever a specified interest rate changes and that, at any time until the final maturity of the instrument or the period remaining until the principal amount can be recovered through demand, can reasonably be expected to have a market value that approximates its amortized cost.

"Fully Collateralized" in the case of a repurchase agreement means that:

(i) The value of the securities collateralizing the repurchase agreement (reduced by the transaction costs (including loss of interest) that the Pool reasonably could expect to incur if the seller defaults) is, and during the entire term of the repurchase agreement remains, at least equal to 102% of the Resale Price provided in the agreement;

(ii) Either the Pool or its custodian has actual physical possession of the collateral or, in the case of a security registered on a book entry system, the book entry is maintained in the name of the Pool or its custodian;

(iii) The collateral consists entirely of cash items or Government securities; and

(iv) Upon an event of insolvency with respect to the seller, the repurchase agreement would qualify under a provision of applicable insolvency law providing an exclusion from any automatic stay of creditors' rights against the seller.

"Repurchase Agreements" are transactions by which the Pool purchases a security and simultaneously commits to resell that security to the seller at an agreed upon Resale Price on an agreed upon date within a number of days from the date of purchase. The Resale Price reflects the purchase price plus an agreed upon market rate of interest which is unrelated to the coupon rate or maturity of the purchased security. A repurchase agreement involves the obligation of the seller to pay the agreed upon price, which obligation is in effect secured by the value of the underlying security.

"Resale Price" means the acquisition price paid to the seller of securities plus the accrued resale premium on such acquisition price. The accrued resale premium shall be the amount specified in the repurchase agreement or the daily amortization of the difference between the acquisition price and the resale price specified in the repurchase agreement.

"Reverse Repurchase Agreements" are transactions by which the Pool sells a security to another party, such as a bank or broker-dealer, in return for cash and agrees to repurchase the instrument at a particular price and time. The Pool must invest the cash it receives. If the Pool reinvests the cash at a rate

higher than the cost of the agreement, it may earn additional income. Under the Public Funds Investment Act, a reverse repurchase agreement may not have a term greater than 90 days.

"Rule 2a7" refers to Rule 2a-7 of the Investment Company Act of 1940, 17 C.F.R. § 270.2a-7, as may be amended from time to time.

"SEC Registered Money Market Fund" is an investment that pools shareholders' money, is described in a prospectus filed with the Securities and Exchange Commission, and meets the regulations of the SEC applicable to a money market mutual fund, including a requirement that the fund have an effective dollar-weighted average portfolio maturity of 60 days or less and that it have as an investment objective the maintenance of a stable net asset value of $1 for each share.

"United States Government Obligations" are debt securities (including bills, certificates of indebtedness, notes, and bonds) issued by the United States Treasury or by an agency or instrumentality of the United States Government which is established under the authority of an act of Congress. Although all obligations of agencies and instrumentalities are not direct obligations of the United States Treasury, payment of the interest and principal on these obligations generally is backed directly or indirectly by the United States Government. This support can range from backing of the full faith and credit of the United States (United States Treasury securities), to United States Government guarantees, or to the backing solely of the issuing instrumentality itself.

"Variable Rate Security" or "Variable Rate Note" means a security the terms of which provide for the adjustment of its interest rate on set dates (such as the last day of a month or calendar quarter) and that, upon each adjustment until the final maturity of the instrument or the period remaining until the principal amount can be recovered through demand, can reasonably be expected to have a market value that approximates its amortized cost.

August 16, 2024

City of Texas City, Texas

Investment Policy

Amended March 15, 2017

via City Commission Ordinance

City of Texas City, Texas
Investment Policy
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INVESTMENT STRATEGY

The investment strategy, of the City of Texas City, Texas, is adopted to provide investment guidelines that will minimize the risk of loss, whereby the City of Texas City, Texas will pursue a passive investment strategy. In order to make effective use of the City's resources, all monies shall be pooled into one fund, except for those monies required to be accounted for in other accounts as stipulated by applicable laws, bond covenants, contracts or City policy. Investments will be purchased with the intent of holding to maturity and will only be sold early under exceptional circumstances. In purchasing investments, the Investment Officer will attempt to follow a ladder strategy to ensure that the portfolio will meet the City's liquidity needs. Investment priorities, in order of priority, are as follows:

1. **Suitability** – Any investment allowed by the Investment Policy is suitable.

2. **Preservation and Safety of Principal** – Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

3. **Liquidity** – The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operational requirements that might reasonably be anticipated.

4. **Marketability** – Investments should have an active and efficient secondary market to enable the City to liquidate investments prior to the maturity if the need should arise.

5. **Diversification** – The Investment Officer will attempt to maintain a diversified portfolio with regard to security type, financial institution providing the security, and maturity.

6. **Yield** – The City's investment portfolio shall be designed with the objective of attaining the maximum rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow characteristics of the portfolio.

City of Texas City, Texas
Investment Policy

The Public Funds Investment Act, Chapter 2256, Texas Government Code, as Amended ("PFIA" herein), requires each city to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of the City of Texas City funds.

I. POLICY

It is the policy of the City of Texas City, Texas ("City") to invest public funds in a manner that will ensure the preservation of capital, conform to all applicable State and Local statutes governing the investment of public funds and provide reasonable investment returns. The City shall invest all funds deemed in excess of current needs. "Current needs" are hereby defined as expenditures to be required within a given ninety- (90) - day period

II. SCOPE

The investment policy applies to all the financial assets and funds held by the City, except for the Firemen's Relief and Retirement Fund. These funds are defined in the City of Texas City's Comprehensive Annual Financial Report and include:

Funds

1. General Funds
2. Special Revenue Funds
3. Capital Projects Funds
4. Enterprise Funds
5. Internal Service Funds
6. Debt Service Funds
7. Trust and Agency Funds

Any new funds created by the City will be subject to this policy unless specifically exempted by the City Council. To maximize the effective investment of assets, all funds mentioned above will pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

III. INVESTMENT OBJECTIVES

The City of Texas City shall manage and invest its cash with three (3) primary objectives, listed in order of priority: **safety, liquidity, and yield**. The safety of principal invested always remains the primary objective.

Safety

Safety of principal is the foremost objective of the City. Investment of City funds shall be undertaken in a manner that seeks to ensure the preservation of capital and the protection of investment principal in the overall portfolio.

Liquidity

The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated disbursement schedules of the City.

Yield

The City's investment portfolio shall be designed with the objectives of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow of the portfolio. Return on investment is of least importance compared to the safety and liquidity objectives described above. "Market rate of return" may be defined as the average yield of the current three-month U.S. Treasury Bill or such other index that closely matches the average maturity of the portfolio.

IV. STANDARDS OF CARE

Delegation of Investment Authority

Article 11, Section 1 of the Charter of the City of Texas City designates the Director of Finance. The Director of Finance, acting on behalf of the City Commission, is designated as the Investment Officer of the City and is responsible for investment management decisions and activities. The Director of Finance may appoint an Investment Officer whose responsibility shall be to invest the funds on behalf of the City in accordance with this investment policy. The City Commission is also responsible for considering the quality and capability of staff, investment advisors, and consultants involved in investment management and procedures. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program, which are consistent with this investment policy. Procedures will include reference to safekeeping, require and include PSA

Delegation of Investment Authority (continued)

master repurchase agreements, wire transfer agreements; banking services contracts, and other investment related activities.

The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Investment Officer shall designate a staff person as a liaison/deputy in the event circumstances require timely action and the Investment Officer is not available.

No officer or designee may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer and approved by the Director of Finance.

Investment Training

The Chief Financial Officer and all designated Investment Officers of the City shall:

(1) Attend at least one training session, from an independent source approved by the City Commission and containing at least 10 hours of instruction relating to the responsibilities under this policy within 12 months after taking office or assuming duties; and

(2) Attend an investment training session not less than once in a two-year period and receive not less than 8 hours of instruction relating to investment responsibilities.

Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act.

Standard of Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose to the Mayor any personal business relationship in financial institutions with which they conduct business. An employee or officer has a personal business relationship with a business organization if:

1. The employee or officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;

Standard of Ethics and Conflicts of Interest (continued)

2. Funds received by the employee or officer from the business organization exceed 10 percent of the employee's gross income for the previous year; or

3. The employee or officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the employee or officer.

They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio including an individual who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity. Disclosure under this section shall be accomplished by filing a statement with the Texas Ethics Commission and the City Commission.

Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit or market price changes provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Cash Flow Forecasting

Cash flow forecasting is designed to protect and sustain cash flow requirements of the City. Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes. Cash flow will include historical researching and monitoring of specific cash flow items, payables and receivables as well as overall cash position and patterns.

Internal Controls/Annual Compliance Audit

The Investment Officer shall establish a system of written internal controls which shall be designed to prevent loss of public funds due to fraud, employee error, mis-representation by third parties, unanticipated market changes, or imprudent actions by employees of the City. In conjunction with the City's annual financial audit, a compliance audit shall be performed of management controls on investments and adherence to the City's established investment policies.

V. SUITABLE AND AUTHORIZED INVESTMENTS

Acceptable investments under this policy shall be limited to the instruments as described by the Texas Government Code; Chapter 2256, Sections 2256.09 through 2256.011 and Sections 2256.013 through 2256.016 of the Public Funds Investment Act. Investment of funds in any instrument or security not authorized for investment under the Act is prohibited.

Authorized

1. Direct Obligations of the United States Government: U.S. Treasury Bills, U.S. Treasury Notes, and U.S. Treasury Bonds as well as Bonds or other interest bearing obligations for which the principal and interest are guaranteed by the full faith and credit of the United States government. Federal Agencies and instrumentalities including but not limited to, discount notes, callables and debentures of the Federal National Mortgage Association (FNMA), the Federal Home Loan Bank (FHLB), the Federal Farm Credit Bank (FFCB), and the Federal Home Loan Mortgage Corporation (FHLMC).

2. Time Certificates of Deposit, insured by the Federal Deposit Insurance Corporation (FDIC) or its successor, in state or national banks. Any deposits exceeding FDIC insurance limits shall be collateralized at 102% of the face amount of the Certificate of Deposit by securities listed in 1 above and held by the City's custodial bank. Bids for Certificates of Deposit may be solicited orally, in writing, electronically or using any combination of these methods.

3. Repurchase Agreements with a defined termination date of 90 days or less collateralized by securities listed in 1 above. Collateral must have a minimum market value of 102% of the repurchase agreement, and must be held by the custodian bank or other independent third-party custodian contracted by the City. Bond proceeds may be invested in flexible repurchase agreements with maturity dates not exceeding the expected final project expenditure if a formal bidding process is followed and properly documented for IRS purposes.

Authorized (continued)

4. AAA-rated Investment Pools organized under the Texas Inter-local Cooperation Act that follow the requirements in the Public Funds Investment Act and which have been specifically approved by the City Commission.

5. Commercial Paper maturing within 180 days carrying a minimum rating of A-1, P-1 or F-1.

6. AAA-rated Money Market Mutual Funds registered with the Securities and Exchange Commission that invests exclusively in investments described in this section.

Not Authorized

The following security types are not permitted:

1. Interest-Only Strips (IO's): Obligations whose payments represent the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no principal.

2. Principal-Only Strips (PO's): Obligations whose payments represent the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

3. Collateralized Mortgage Obligations (CMO's): Obligations that have a stated final maturity date of greater than 10 years.

4. Any security, the interest rate of which is determined by an index that adjusts opposite to the changes in the Market Index (inverse floaters).

VI. FINANCIAL DEALERS AND INSTITUTIONS

Authorized Brokers/Dealers

The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list shall also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state laws.

Authorized Brokers/Dealers (continued)

All financial institutions and brokers/dealers who desire to become a qualified bidder for investment transactions must supply the Investment Officer with a completed Broker/Dealer Questionnaire and Certification, which shall include the following:

1. An audited financial statement for the most recent period.

2. Proof of certification by the Financial Industry Regulatory Authority (FINRA).

3. Proof of current registration with the State Securities Commission.

Financial institutions eligible to transact investment business with the City shall be presented a written copy of this Investment Policy.

Additionally, the registered principal of the business organization seeking to transact investment business shall execute a written instrument substantially to the effect that the registered principal has received and reviewed this Investment Policy, and acknowledge that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City.

The City Commission shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

The City may appoint one or more Investment Advisors to assist the City's financial staff in the management of the City's funds. The Investment Advisor must be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and with the State Securities Board. To be eligible for consideration, an Investment Advisor shall demonstrate knowledge of and experience in the management of public funds. The Investment Advisors qualifications will be checked by all appropriate means, including reference checks with the Advisor's other clients, the State Securities Board and the Securities and Exchange Commission. An appointed Investment Advisor shall act within the guidelines of this Investment Policy while transacting business on behalf of the City.

1. Appointment of an Investment Advisor shall otherwise be according to the City's normal purchasing procedures for selecting professional services. Appointment may not exceed a term of two years. A renewal or extension of the contract must be made by City Commission resolution.

2. The City may not purchase any securities from the Investment Advisor, or a parent or other affiliated company of the Investment Advisor.

3. The Investment Advisor is prohibited from making soft-dollar arrangements of any kind.

Authorized Brokers/Dealers (continued)

4. All contracted Investment Advisors shall report book value and market value of investment holdings, the total investment return, and such other information requested by the Director of Finance as often as requested by the Director.

Depository

At least every five (5) years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

1. The ability to qualify as a depository for public funds in accordance with state and local laws.

2. The ability to provide requested information or financial statements for the period specified.

3. The ability to meet all requirements in the banking RFP.

4. Complete response to all required items on the bid form.

5. Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.

6. The credit worthiness and financial stability of the bank.

The bank depository contract is subject to City Commission approval.

Competitive Bids

Investment transactions will normally be conducted based on comparison of a minimum of three (3) quotes obtained from any of the approved brokers with attention to yield as well as diversification with regard to issuing entity and broker/dealer. Limitations of time and supply may provide otherwise. Security transactions that may be purchased without competitive offers include: a) transactions with money market mutual funds; b) local government investment pools and c) new securities still in syndicate priced at par.

Delivery vs. Payment

All security transactions, including collateral for repurchase agreements *but excluding investment pool and mutual funds*, entered into by the City, shall be conducted on a delivery versus payment (DVP) basis.

VII. SAFEKEEPING AND CUSTODY

Safekeeping Agreement

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits.

Safekeeping and Custody

Safekeeping and custody of securities and collateral shall be in accordance with state law. Securities and collateral will be held by a third party custodian designated by the Investment Officer and held in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Original safekeeping receipts shall be obtained.

Collateralization

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all investments and funds on deposit with a depository bank, other than investments, which are obligations of the U.S. Government, its agencies and instrumentalities, and government sponsored enterprises. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on deposits or investments less than an amount insured by the FDIC.

Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

The right of collateral substitution is granted.

VIII. INVESTMENT PARAMETERS

Maximum Maturities

To the extent possible, the City of Texas City, will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of purchase. Additionally, the City will maintain a dollar-weighted average maturity of two (2) years or less.

Diversification

It is the intent of the City to diversify the investment instruments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should be flexible depending on the outlook for the economy and securities market. If conditions warrant, the guidelines below may be exceeded by approval of the Mayor.

1. U.S. Treasury Securities 100%
2. Agencies and Instrumentalities 75%
3. Certificates of Deposit 100%
4. Money Market Mutual Funds 30%
5. Repurchase Agreements 20%
6. Commercial Paper 20%
7. Authorized Pools 70%

IX. REPORTING

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer should prepare and submit to the City Commission a written report of the investment transactions for all funds of the City for the preceding reporting period. The report must:

1. Describe in detail the investment position of the City on the date of the report.
2. Contain a summary statement of each pooled fund group that states the beginning market value for the reporting period and additions and changes to the market value for the period.
3. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested.
4. State the maturity date of each separately invested asset that has a maturity date.

5. State the pooled group fund in the City for which each individual investment was acquired.

6. The quarterly report will be prepared jointly by all investment officers and be signed by all investment officers.

7. State all accrued interest payable.

8. State the compliance of the investment portfolio as it relates to this policy and the Public Funds Investment Act (PFIA).

Marking to Market

The market values of the City's investments shall be obtained from a reliable outside source, which has access to investment market values.

X. PERFORMANCE STANDARDS

Performance Standards

The investment policy shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs.

Performance Benchmark

The City of Texas City, Texas investment strategy is passive. Given this strategy, the benchmark to be used by the Investment Officer to determine whether market yields are being achieved shall be the average closing yield during the reporting period comparable to the portfolios dollar-weighted average maturity in days.

XI. POLICY ADOPTION

Annual Review and Adoption of Investment Policy

The City Commission shall adopt the City's investment policy. The Director of Finance and City Commission shall review the policy and investment strategies on an annual basis. The City Commission must approve any changes.

GLOSSARY

-A-

Accrued Interest – The accumulated interest due on a bond as of the last interest payment made by the issuer.

Agency – A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Amortization – The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

Asked – The price at which securities are offered.

Average Life – The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund features is expected to be outstanding.

-B-

Basis Point – A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., “1/4” of 1 percent is equal to 25 basis points.

Bid – The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value – The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security’s current value in the market.

Broker – A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

-C-

Callable Bond – A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

-C- (continued)

Call Price – The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

Call Risk – The risk to a bondholder that a bond may be redeemed prior to maturity.

Cash Sale/Purchase – A transaction that calls for delivery and payment of securities on the same day the transaction is initiated.

Certificate of Deposit (CD) – A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typical negotiable.

Collateralization – Process by which a borrower pledges securities, property, or other deposits for the purposes of securing the repayment of a loan and/or security.

Commercial Paper – An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Comprehensive Annual Financial Report (CAFR) – The official annual report for the City of Texas City. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

Convexity – A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Coupon Rate – The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. It is also known as the interest rate.

Credit Quality – The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Risk – The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

-D-

Dealer – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP) – A type of security transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

Derivative Security – Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Discount – The amount by which the par value of a security exceeds the price paid for the security.

Discount Securities – Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

Diversification – A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration – A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

-F-

Fair Value – The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Funds (Fed Funds) – Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered immediately available funds.

Federal Funds Rate – Interest rate charged by one institution lending federal funds to the other.

Federal Credit Agencies – Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC) – A federal agency that insures bank deposits, currently up to $250,000 per depository account.

Federal Home Loan Banks (FHLB) – The institutions that regulates and lend to savings and loans associations. The Federal Home Loan Banks play a role similar to that played by the Federal Reserve Banks versus member commercial banks.

Federal National Mortgage Association (FNMA) – FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC) – Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System – The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

Financial Industry Regulatory Authority (FINRA) – A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

-G-

Government Securities – An obligation of the U.S. Government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See “Treasury Bills, Notes, and Bonds”.

-I-

Interest Rate – See “Coupon Rate”.

Interest Rate Risk – The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

Internal Controls – An internal control structure designated to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

- **Control of collusion** – Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- **Separation of transaction authority from accounting and record keeping** – By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- **Custodial safekeeping** – Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

Inverted Yield Curve – A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

Investment Company Act of 1940 – Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Policy – A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

-I- (continued)

Investment-grade Obligations – An investment instrument suitable for purchase by institutional investors under the prudent person rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

-L-

Liquidity – A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value.

Local Government Investment Pool (LGIP) – An investment by local governments in which their money is pooled as a method for managing local funds.

-M-

Mark-to-Market – The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk – The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value – Current market price of a security.

Maturity – The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity".

Money Market – The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

Money Market Mutual Fund – Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury Bills, commercial paper, bankers' acceptances, repos and federal funds).

Mutual Fund – An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940.

-N-

Net Asset Value – The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets that includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below). [(Total assets)-(Liabilities)]/(Number of shares outstanding)

No Load Fund – A mutual fund that does not levy a sales charge on the purchase of its shares.

Nominal Yield – The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon", "coupon rate", or "interest rate".

-O-

Offer – An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price".

-P-

Par – Face value or principal value of a bond, typically $1,000 per bond.

Portfolio – Collection of securities held by an investor.

Positive Yield Curve – A chart formation that illustrates short-term securities having lower yields than long-term securities.

Premium – The amount by which the price paid for a security exceeds the security's par value.

Prime Rate – A preferred interest rate change charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

Principal – The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prospectus – A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain financial statements.

-P- (continued)

Prudent Person Rule – An investment standard outlining the fiduciary responsibilities of public investors relating to investment practices.

-Q-

Qualified Public Depositories – A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

-R-

Rate Of Return – The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

Reinvestment Risk – The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

Repurchase Agreement (repo or RP) – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse repo) – An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Rule 2a-7 of the Investment Company Act – Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13-month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

-S-

Safekeeping – Holding of assets (e.g., securities) by a financial institution.

Secondary Market – A market made for the purchase and sale of outstanding issues following the initial distribution.

-S- (continued)

Securities & Exchange Commission – Agency created by Congress to protect investors in securities transactions by administering securities legislation.
Serial Bond – A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

Sinking Fund – Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

Swap – Trading one asset for another.

-T-

Term Bond – Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

Total Return – The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. (Price Appreciation) + (Dividends paid) + (Capital gains) = Total Return

Treasury Bills – Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000. Auctions of three and six month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Bonds – Marketable, fixed-interest U.S. government debt securities with maturities of more than ten years and issued in minimum denominations of $1,000. Treasury bonds make interest payments semi-annually and the income that holders receive is only taxed at the federal level.

Treasury Notes – Marketable, U.S. government debt securities with fixed interest rates and maturities between 1 to 10 years. Treasury notes can be bought either directly from the U.S. government or through banks.

-U-

Uniform Net Capital Rule – SEC Rule 15C3-1 – Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ration of indebtedness to liquid capital of 15 to 1: also called net capital rule and net capital ratio. Indebtedness covers all money owned to a firm, including margin loans and commitments to purchase securities. This is one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

-V-

Volatility – A degree of fluctuation in the price and valuation of securities.

Volatility Risk Rating – A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns ("aaa" by S&P; "V-1" by Fitch) to those that are highly sensitive with currently identifiable market volatility risk ("ccc" by S&P; "V-10" by Fitch).

-W-

Weighted Average Maturity (WAM) – The average maturity of all the securities that comprise a portfolio. According the SEC Rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

When Issued (WI) – A conditional transaction in which an authorized new security has not been issued. All "when issued" transactions are settled when the actual security is issued.

-Y-

Yield – The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield-to-call (YTC) – The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

Yield Curve – A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

-Y- (continued)

Yield-to-maturity – The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

-Z-

Zero-coupon Securities – Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of gradual accretion of the principal of the security and is payable at par upon maturity.

ATTACHMENT A

CITY OF TEXAS CITY, TEXAS

BROKER/DEALER QUESTIONNAIRE AND CERTIFICATION

Name of Firm: _____

Address: _____

_____

Telephone: _____

Fax: _____

Years Established: _____

Number of Employees: _____

_____

PRIMARY REPRESENTATIVE/MANAGER/PARTNER-IN-CHARGE:

Primary Representative(s):

Name: _____ Name: _____

Title: _____ Title: _____

Telephone: _____ Telephone: _____

Fax: _____ Fax: _____

Email: _____ Email: _____

Manager/Partner-in-Charge:

Name: _____ Name: _____

Title: _____ Title: _____

Telephone: _____ Telephone: _____

Fax: _____ Fax: _____

Email: _____ Email: _____

Note: If a question does not apply to your organization, please place an "N/A" as your answer, so that it is not left blank.

1. Are you a primary dealer in U.S. Government Securities? ☐ Yes ☐ No

   If yes, for how long has your firm been a primary dealer? _____ Years

2. What was your firm's total volume in U.S. Government and Agency Securities last year?

   Firm Wide $_____ # Transactions _____
   (Securities purchase and sold only)

   Local Office $_____ # Transactions _____
   (Including repurchase Agreements)

3. Which instruments are offered regularly by your local desk?

☐T-Bills	☐S and L CDs	☐Instrumentality's
☐Treasury	☐BAs (Domestic)	☐Commercial Paper
☐Notes/Bonds	☐BAs (Foreign)	☐Other (Specify)
☐Agencies (Specify)	☐Bank CDs	

4. Identify the personnel who will be trading with or quoting securities to our government's employees. (Please attach resumes for each person)

   Name: _____ Name: _____

   Title: _____ Title: _____

   Telephone: _____ Telephone: _____

   Fax: _____ Fax: _____

   CRD Number: _____ CRD Number: _____

   Number of Years with Firm: _____ Number of Years with Firm: _____

   Email: _____ Email: _____

5. Have any or your clients ever sustained a loss on a securities transaction arising from a misunderstanding or misrepresentation of the risk characteristics of the instrument?

   ☐Yes ☐No

   If yes, please explain below:

6. Has your firm or any of your employees ever been subject to a regulator or state/federal agency investigation for alleged improper, fraudulent, disputable or unfair activities related to the sale of securities?

   ☐Yes ☐No

   If yes, please explain below:

7. How many and what percentage of your transactions failed:

   Last Month? _____ _____ %

   Last Year? _____ _____ %

8. Please explain your normal custody and delivery process. Who audits these fiduciary systems?

9. Will you provide a faxed and/or electronic copy of the trade ticket, no later than one business day after the trade is made?

   ☐Yes ☐No

   The following information needs to be included:

   a. Security Type and Cusip Number
   b. Issue Date, Maturity Date, Settlement Date, Trade Date, Call Date, Pay Date
   c. Risk Class, Risk Factor
   d. Rating
   e. Coupon Rate
   f. Par Value and Price

10. Does your firm consistently comply with the Federal Reserve Bank's capital adequacy guideline?

    ☐Yes ☐No

    By what factor (1.5x, 2x, etc.) does your firm presently exceed the capital adequacy guidelines measure of risk?

    INCLUDE certified documentation of your capital adequacy as measured by Federal Reserve standards.

11. Please provide audited financial statements for the most current year and other indicators regarding your firm's capitalization. Audited Financial Statements enclosed?

    ☐Yes ☐No

12. Please provide the following: (Note: Do not answer with "see financial report" as that will be construed as an unanswered question.)

    a. Debt/Equity
    b. Assets (in Millions)
    c. Net Capital (in Millions)
    d. Volume of Security Transactions (in Millions)
    e. Total Liabilities (in Millions)
    f. Total Stockholders' Equity (in Millions)

13. Are you representing a parent corporation or a subsidiary of another corporation?

    ☐Yes ☐No

    If yes, please furnish audited financial statements on your parent corporation as well as your subsidiary. Audited financial statements enclosed?

    ☐Yes ☐No

14. Describe the precautions taken by your firm to protect the interest of the public when dealing with government agencies as investors.

15. Provide a description of the Capital line and trading limits that support/limit the office that would conduct business with our government.

16. ATTACH a copy of your National Association of Securities Dealers Registration.

17. ATTACH a copy of your State of Texas Securities Commission Registration.

18. Do you participate in the Securities Investors Protection Corporation (S.I.P.C.)?

☐Yes ☐No

If no, please explain below:

19. Enclose a complete schedule of fees and charges for various transactions. Schedule of fees and charges enclosed?

☐Yes ☐No

20. Do you give perfected security interest in securities under repurchase agreements?

☐Yes ☐No

21. Please identify (at least five for each trader you include in this questionnaire and certification) your most directly comparable public sector clients preferably in our geographical area.

Trader Name:

	Entity	Contact Person	Telephone	Client Since
1.				
2.				
3.				
4.				
5.				

Trader Name:

	Entity	Contact Person	Telephone	Client Since
1.				
2.				
3.				
4.				
5.				

Broker/Dealers are evaluated by the answers given on this questionnaire. Be sure to complete each question to your fullest ability and return the request by the due date in order for your company to be considered.

The City's Investment Policy has been included in the packet. The representative assigned to the account must acknowledge that they have received, read and understand the Policy by signing the Texas Public Funds Investment Act Certification by Dealer Form included in the packet.

Checklist:

☐ Certified documentation of your capital adequacy enclosed.

☐ Audited financial statement enclosed.

☐ Copy of your National Association of Securities Dealer Registration enclosed.

☐ Copy of your State of Texas Securities Commission Registration enclosed.

☐ Schedule of fees and charges enclosed.

ATTACHMENT B

City of Texas City, Texas
Texas Public Funds Investment Act
Certification by Dealer

This certification is executed on behalf of_____
(the Investor) and _____(the Dealer) pursuant to the Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act) in connection with investment transactions conducted between the Investor and Dealer.

The undersigned Qualified Representative of the Dealer hereby certifies on behalf of the Dealer that:

1. The Dealer Qualified Representative is duly authorized to execute this Certification on behalf of the Dealer, and

2. The Dealer Qualified Representative has received and reviewed the Investment Policy furnished by the Investor, and

3. The Dealer has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Dealer and the Investor that are not authorized by the entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

Dealer Qualified Representative

_____
Signature

_____
Name (Printed)

_____
Title

_____
Date

Attachment C

RECOMMENDED SPONSORS OF INVESTMENT TRAINING

- Government Finance Officers Association of Texas (GFOAT)
- Government Treasurers Association of Texas (GTOT)
- Texas Municipal League (TML)
- University of North Texas (UNT)
- State of Texas

ATTACHMENT D

CITY OF TEXAS CITY, TEXAS

QUALIFIED BROKERS/DEALERS

Hilltop Securities
A Hilltop Holdings Company
3 Riverway, Suite 1400
Houston, TX 77056
Phone: 832-681-4601
Stuart Ford
Erle Hoppe

Merrill Lynch
2100 Ross Avenue, Suite 1100
Dallas, Texas 75201
Phone: 800-574-1610

Wells Fargo Advisors
2700 Post Oak Blvd., Ste. 800
Houston, Texas 77056
Phone: 713-599-6700

SWBC Investment Services, LLC
15106 Cranbourne
Houston, Texas 77062
Phone: 281-851-6508
Paul Grover

RESOLUTION NO. 2025-074

A RESOLUTION APPROVING THE CITY OF TEXAS CITY'S PARTICIPATION IN THE TEXASTAR AND LOGIC INVESTMENT POOL; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City seeks to enhance the diversification, safety, and yield of its available funds by participating in a qualified local government investment pool, as permitted under the Texas Public Funds Investment Act; and

WHEREAS, TexStar and LOGIC Investment Pool, authorized under the Act, provide public entities with a professionally managed and secure investment option for idle funds. Participation in TexStar and LOGIC will enable the City to maximize interest earnings while maintaining 100% liquidity throughout the period; and

WHEREAS, the Chief Financial Officer recommends approval of the investment participation.

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

SECTION 1: That the City Commission of the City of Texas City hereby approves the City's Investment Policy amended and first adopted on March 15, 2017, attached hereto as **Exhibit "A,"** and made a part hereof.

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

PASSED AND ADOPTED this 16th day of July 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 **(8) (e)**

Meeting Date: 07/16/2025

Authorization to Remount an Ambulance Rear Box Unit onto a New Ford Chassis

Submitted For: Mathew Wyatt, Fire Department

Submitted By: Mathew Wyatt, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Consider and authorize the purchase of a Ford F-350 Diesel, from Sterling McCall Ford in the amount of $75,000.00, and the purchase of a remount service for one (1) existing medical unit (Modular Box) X-1665 onto the newly purchased chassis from Frazer, LTD in the amount of $175,000.00, for a total project cost of $250,000.00.

BACKGROUND (Brief Summary)

Medic Unit M-15, originally placed into service in 2012, is now 13 years old and experiencing increasing mechanical issues and downtime, resulting in intermittent service interruptions. In accordance with the department's modular replacement plan, the modular (box) portion of the unit will be preserved and remounted onto a new chassis to extend its operational life.
The purchase will be executed in two phases:

Phase One: Purchase of the Ford F-350 Diesel chassis from Sterling McCall Ford, as outlined in Invoice SED64172, under the agreement dated October 22, 2024, for $75,000.00.

Phase Two: Upon completion of the remount, a final payment of $175,000.00 will be made to Frazer, LTD for the remounting service.
This approach supports cost-effective fleet management while maintaining operational readiness and minimizing service gaps.
This project will be completed through the HGAC Cooperative Purchasing Program.

RECOMMENDATION

The Fire Chief recommends authorizing the purchase of a Ford F-350 Diesel, from Sterling McCall Ford in the amount of $75,000.00, and the purchase of a remount service for one (1) existing medical unit (Modular Box) X-1665 onto the newly purchased chassis from Frazer, LTD in the amount of $175,000.00.

Fiscal Impact

Funds Available Y/N:

Amount Requested: 250000.00

Source of Funds: Capital Equipment Replacement Fund

Account #: 60220255020

Fiscal Impact:

Attachments

M-15 Remount Docs
1295
Resolution

Customer Name
FAN/FIN#

Purchase Agreement

This PURCHASE AGREEMENT made this 21 day of October , 2024 between ("Vendor") Sterling McCall Ford located at 6445 Southwest Freeway Houston, TX 77074 - and Texas City Fire Department located at 1725 25th St. North Texas City, TX 77590 ("Customer"). WHEREAS, Vendor desires to sell and Customer desires to purchase certain products, and/or services more specifically described in Q4488-0001 dated 10/21/2024 for the total amount of $250,000.00 (hereafter "Products"),

Chassis details

- **Chassis Make: Ford**
- **Chassis Model: F-350 Diesel**
- **Qty ordered: 1**
- **Quoted chassis price (each): $ 70,000.00000**

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. Vendor agrees to sell and schedule pickup/delivery as described in Q4488-0001 dated 10/21/2024 and Customer shall purchase from Vendor, the Products for the prices as set forth in detail on Q4488-0001 dated 10/21/2024 .

2. The sale of the Products is governed by the terms and conditions set forth on Exhibit A, which is attached hereto and made a part hereof.

3. The Term of this Agreement shall commence on 10/21/2024 and expire 1 year from execution date or upon unit completion and acceptance, whichever is later.

4. If the parties have entered into any additional covenants, promises, terms and conditions not otherwise specified herein or in any schedule or Exhibit hereto, said special provisions shall be set forth in Exhibit A. If there shall be any conflict within the provisions of this Agreement, the following order of priority shall apply: this PURCHASE AGREEMENT, Exhibit A, Customer's purchase order, Vendor's invoice.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written.

Title Information
Enter Exactly as it needs to appear

Owner		**Lien Holder** *(If Applicable)*	
Name:	City of Texas City	Name:	
Address:	1801 9th Ave N Texas City, TX 77590	Address:	

Customer Name
FAN/FIN#

Purchase Agreement Signature Page

Insert Customer Name

Sign: _____

Print: Dennis Harris

Title: Fire Chief

Date: 10/22/2024

Insert Vendor Name (if applicable)

Sign: _____

Print: _____

Title: _____

Date: _____

Frazer, Ltd.

Sign: _____

Print: Adam Fischer

Title: Vice President, Sales & Marketing

Date: _____

Customer Name
FAN/FIN#

LIST OF EXHIBITS:
EXHIBIT A: Standard Terms and Conditions
EXHIBIT A

Standard Terms and Conditions

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

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

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

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is canceled within the 120 day window, a fee of 25% of the total purchase order price will apply.

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

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

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

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

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

to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

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

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

Customer Initials: DMG

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

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

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

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

Customer Name
FAN/FIN#

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

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

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

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

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

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

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

Micah Simons

From: Tony Vale <tvale@frazerbilt.com>
Sent: Monday, October 21, 2024 10:15 AM
To: David Zacherl
Cc: Dennis Harris; Micah Simons
Subject: Re: Texas City Fire

****EXTERNAL EMAIL****

Hey Chief,

I'm wrapping up the purchase agreements for these orders. To confirm are these budget numbers hard do not exceed amounts, or ballpark budget numbers for those years? This way I know what language to use in the agreement.

I should also have the House Bill paperwork back to you here shortly.

Best,
Tony Vale

On Tue, Oct 15, 2024 at 3:43 PM David Zacherl <dzacherl@texascitytx.gov> wrote:

Projected numbers:

FY 25/26	$250,000.00	X-1665
FY 26/27	$265,000.00	
FY 27/28	$281,000.00	

From: Tony Vale <tvale@frazerbilt.com>
Sent: Tuesday, October 15, 2024 3:10 PM
To: David Zacherl <dzacherl@texascitytx.gov>
Cc: Dennis Harris <dharris@texascitytx.gov>; Micah Simons <msimons@texascitytx.gov>
Subject: Re: Texas City Fire

****EXTERNAL EMAIL****

Hey Chief,

If you can send me the budget amounts allocated for each FY I can get these finished up.

Best,

Tony Vale

On Tue, Oct 15, 2024 at 11:49 AM David Zacherl <dzacherl@texascitytx.gov> wrote:

Hello Tony, Please see attached letter requesting to schedule remounts. Please let me now if you have any questions and what you need to get this done. Thanks for all your help. David

Texas City
EST. 1911

David B. Zacherl
Texas City Fire Department

Fire Chief

City of Texas City
1725 25th St. North

Texas City, TX 77590

Office: 409-643-5700

Cell: 409.750-1330

www.texascitytx.gov

Business Hours:

Houston, TX - Monday - Thursday, 7 am to 4:30 pm and Friday, 7 am to 11 am

Marianna, FL Service Center - Monday - Friday, 8 am to 4:30 pm

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STERLING McCALL Ford

Invoice

Bill To:

Texas City Fire Department
1801 9th Avenue N
Texas City, TX 77590

Invoice #	Invoice Date
SED64172	6/24/2025

P.O. #	Terms	Ship	Via	Frazer Unit #
Purchase Agreement	Due upon receipt			X-1665

Item Description	Qty	Unit Price	Total Price
Ford F-350 Diesel	1	$75,000.00	$75,000.00

Notes:
Estimate #: Q4488-0001
VIN: 1FDRF3GT4SED64172

Subtotal	**$75,000.00**
Tax	**$0.00**
Payments/Credits	**$0.00**
Amount to be invoiced separately	**$0.00**
Balance Due	**$75,000.00**

Please contact us for ACH or wire transfer instructions.

If paying by ACH/Wire Transfer, please have a remittance advice sent to remit@frazerbilt.com

If paying by mail, remit to:

Sterling McCall Ford
Attn: Amanda Myers or Priscilla Cortez
6445 Southwest Freeway
Houston, TX 77074

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1207744

Date Filed:
08/29/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Frazer LTD
Houston, TX United States

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

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

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

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Melvin L West, and my date of birth is 8-31-75

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

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

Executed in Harris County, State of TX, on the 29 day of Aug (month), 20 24 (year).

Melvin L West
Signature of authorized agent of contracting business entity
(Declarant)

RESOLUTION NO. 2025-075

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF A FORD F350 TRUCK FROM STERLING MCCALL FORD AND APPROVING THE REMOUNT SERVICE FOR ONE (1) EXISTING MEDICAL UNIT (MOUDULAR BOX) X-1665 ONTO THE NEWLY PURCHASED CHASSIS FROM FRAZER, LTD.; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Medic Unit M-15, originally placed into service in 2012, is now 13 years old and experiencing increasing mechanical issues and downtime, resulting in intermittent service interruptions. In accordance with the department's modular replacement plan, the modular (box) portion of the unit will be preserved and remounted onto a new chassis to extend its operational life; and

WHEREAS, the purchase of a Ford F-350 Diesel chassis from Sterling McCall Ford is quoted for $75,000.00, and upon completion of the remount, a final payment of $175,000.00 will be made to Frazer, LTD for the remounting service; and

WHEREAS, this project will be completed through the HGAC Cooperative Purchasing Program; and

WHEREAS, the truck will be utilized by the Fire Department.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of a Ford F-350 Diesel chassis from Sterling McCall Ford is quoted for $75,000.00, and upon completion of the remount, a final payment of $175,000.00 will be made to Frazer, LTD, as set out on the pricing summary attached hereto as **Exhibit "A"** and **Exhibit "B."**

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

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

PASSED AND ADOPTED this 16th day of July 2025.

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

ATTEST:

APPROVED AS TO FORM:

_____

Rhomari D. Leigh
City Secretary

_____

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG **(8) (f)**

Meeting Date: 07/16/2025

Recommendation of Award: ITB 2025-481 Code Compliance Abatement & Lawn Care Maintenance

Submitted For: Dennis Harris, Fire Department

Submitted By: Dennis Harris, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Consider and take action granting a resolution authorizing the Mayor to enter into an agreement with Greenscapes Six and HILD Foundation to provide mowing services for all established grasses, vegetation, and general property clean-up as requested by Neighborhood Improvement Services and the Director of Municipal Services.

BACKGROUND (Brief Summary)

We received sealed bid solicitation packages from four (4) qualified respondents on Wednesday, June 4, 2025, at 10:00 a.m. for mowing services related to Code Enforcement nuisance abatement. The current agreement has expired, and a new contract is required.

After careful review and thorough vetting, we have selected the two (2) lowest bidders—Greenscapes Six and HILD Foundation—for the award. Both vendors submitted complete and compliant bid packages, offered competitive and comparable pricing, and provided verifiable references.
The proposed contract term is three (3) years, with the option for two (2) additional one (1) year renewals, subject to performance and need.

RECOMMENDATION

Approving a resolution authorizing the Mayor to into an agreement with Greenscapes Six and HILD Foundation to provide mowing services for all established grasses, vegetation, and general property clean-up as requested by Neighborhood Improvement Services and the Director of Municipal Services.

Fiscal Impact

Attachments

Recommendation of Award-GVP

Resolution

To:	Dedrick Johnson Sr., Mayor
From:	Gwynetheia Shabazz Pope, Purchasing Coordinator
CC:	Dennis Harris, Fire Chief George Fuller, Director of Municipal Services
Date:	06/24/2025
Re:	Recommendation of Award: ITB 2025-481 Code Compliance Abatement & Lawn Care Maintenance

Enclosed for your review is the award recommendation for ITB 2025-481 Code Compliance Abatement and Lawn Care Maintenance. Attached you will find the **BID Tabulation Sheet**, and a summary of the **Reference Questionnaire** that were completed on the lowest 3 respondents.

HISTORY

The objective of this solicitation was to obtain a qualified firm to handle the mowing of all established grasses, vegetations and property clean-up as requested by Code Enforcement and the Director of Municipal Services. We received solicitation packages from four (4) qualified respondents on Wednesday June 4, 2025, at 10:00 am CST.

- GREENSCAPE SIX
- HILD FOUNDATION
- TEXAS RANCH MAINTENANCE
- LAWN BOY

AWARD RECOMMENDATION

After careful consideration and thorough vetting, it is the determination of the Purchasing Department that the CoTC awards the contract to both Greenscapes Six and HILD Foundation, as both respondents submitted fully complete packets, fairly comparable pricing and verifiable references. This contract is for a term of three (3) years, with two (2) additional one (1) year renewal options.

Gwynetheia Shabazz Pope

Gwynetheia Shabazz Pope, CTPM, CTCM
Purchasing Coordinator

Bid Number 2025-481 **Bid Title: Code Compliance Abatement for Lawn Care & Maintenance**
Day and Date: Wednesday 6.4.2025 @ 10am
Bids Opened By: Gwynetheia Shabazz Pope **Witnessed By: S. D. DENNIS**

Bidder	Received: date/time	Original & 3 Copies & Media Source	Appendices A-G	quarter acre property w/ structure (<=10,890 - <=21,780 sq. ft) 12-24in	quarter acre vacant parcel w/o structure (<=10,890 - <=21,780 sq. ft) 12-24in	quarter acre property up to half-acre property w/structure on (<=10,890 - <=21,780 sq. ft) 12-24in	quarter acre vacant parcel up to half-acre vacant parcel w/o structure (<=10,890 - <=21,780 sq. ft) 12-24in	quarter acre property w/ structure (<=10,890 sq. ft) 24-36in	quarter acre vacant parcel w/o structure (<=10,890 sq. ft) 24-36in	quarter acre property up to half-acre property w/structure (<=10,890 - <=21,780 sq. ft) 24-36in	quarter acre vacant parcel up to half-acre vacant parcel w/o structure (<=10,890 - <=21,780 sq. ft) 24-36in	Price to abate up to a quarter acre property with a structure on it (<=10,890 sq. ft) 36in+	quarter acre vacant parcel w/o structure (<=10,890 sq. ft) 36in+	quarter acre property up to half-acre property w/structure (<=10,890 - <=21,780 sq. ft) 36in+	quarter acre vacant parcel up to half-acre vacant parcel w/o structure (<=10,890 - <=21,780 sq. ft) 36in+	TOTAL PRICE:
1. Texas Ranch Maintenance	5/29/25 @ 1:10 p.m	YES	YES	$55.00	$55.00	$90.00	$90.00	$80.00	$90.00	$170.00	$180.00	$175.00	$175.00	$320.00	$340.00	$1,820.00
2. HILD Foundation	6/3/25 @ 1:22 p.m.	YES	YES	$46.00	$51.45	$95.01	$105.90	$75.95	$86.84	$154.90	$176.68	$154.90	$165.79	$312.81	$334.59	$1,760.82
3. Chris Jennings Lawn Boy	6/4/25 @ 8:45 am	YES	YES	$150.00	$150.00	$200.00	$200.00	$250.00	$250.00	$275.00	$300.00	$350.00	$350.00	$375.00	$400.00	$3,250.00
4. GreenScape Six, LLC	6/4/25 @ 9:56 am	YES	YES	$65.00	$65.00	$95.00	$95.00	$75.00	$75.00	$100.00	$100.00	$90.00	$90.00	$110.00	$110.00	$1,070.00
5																
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REFERENCE QUESTIONNAIRE
ITB 2025-481
CODE COMPLIANCE ABATEMENT & LAWN CARE MAINTENANCE

GreenScape Six Texas

1. When was the most recent lawn care, maintenance and abatement project performed by prospective vendor? Were you satisfied with the final results?

    - **Parrot:** Doing project at a golf course in Chambers County and they are satisfied
    - **Astros Foundation:** The GreenScape Six company was an Astros vendor in 2023. I am new to the role of Director as the previous Director retired who handled that service contract. We are currently not in a service contract with GreenScape Six and am not in the best position to answer those questions accurately.
    - **Barbers Hill ISD:** No Response
    - **Christopher Rupp (Deer Park ISD):** Vendor leveled field as well as grass/turf/ sod replacement that was damaged and cut ridges/cut grass on the baseball field. When asked if the vendor had performed tasks included tall grass, vendor stated "can do other things aside of baseball fields and was very satisfied with their work."

2. On average, how many mowing jobs were assigned to this vendor within a 90-day period? Were they completed in a timely manner?

    - **Parrot**: Chambers County has not had them for mowing jobs
    - **Astros Foundation**: Statement Listed Above
    - **Barbers Hill ISD**: No Response
    - **Christopher Rupp (Deer Park ISD)**: Statement Listed Above

3. Did these jobs consist of extremely tall grass?

    - **Parrot**: "Not for Chambers County; I know they do it but not for us"
    - **Astros Foundation**: Statement Listed Above
    - **Barbers Hill ISD**: No Response
    - **Christopher Rupp (Deer Park ISD)**: Statement Listed Above
    -

4. Were these jobs commercial properties consisting of weeds/grass in excess of 12 inches in height?

    - **Parrot**: No; only done golf course, just the one job.
    - **Astros Foundation**: Statement Listed Above
    - **Barbers Hill ISD**: No Response
    - **Christopher Rupp (Deer Park ISD)**: Statement Listed Above

5. Were the jobs performed by prospective vendor completed on mowing ungraded lots or steep slopes?
    - **Parrot**: not for us only completing golf course
    - **Astros Foundation**: Statement Listed Above
    - **Barbers Hill ISD**: No Response
    - **Christopher Rupp (Deer Park ISD)**: Statement Listed Above

REFERENCE QUESTIONNAIRE
ITB 2025-481
CODE COMPLIANCE ABATEMENT FOR LAWN CARE AND MAINTENANCE

HILD Foundation

1. When was the most recent lawn care, maintenance and abatement project performed by prospective vendor? Were you satisfied with the final results?

    - **Davidson*:*** It was recent, within the last 3 months; satisfied with final result
    - **Corder*:*** The last project was west Friendswood/Pearland; clears property when he is building new home, goes in and clears grass so they can level the ground or put in driveway
    - **Sims:** No Response
    - **Alford:** No Response

2. On average, how many mowing jobs were assigned to this vendor within a 90-day period? Were they completed in a timely manner?

    - **Davidson:** Has done a lot of work, at least 20; work completed in a timely manner
    - **Corder:** Roughly 4-5 a month depending on the city
    - **Sims:** No Response
    - **Alford:** No Response

3. Did these jobs consist of extremely tall grass?

    - **Davidson:** Yes; that and clean up
    - **Corder:** Yes, they did and unleveled dirt
    - **Sims:** No Response
    - **Alford:** No Response

4. Were these jobs commercial properties consisting of weeds/grass in excess of 12 inches in height?

    - **Davidson:** Yes. Commercial and residential
    - **Corder:** Yes, it was
    - **Sims:** No Response
    - **Alford:** No Response

5. Were the jobs performed by prospective vendor completed on mowing ungraded lots or steep slopes?

    - **Davidson:** Yes, they did.
    - **Corder:** Yes, they were
    - **Sims:** No Response
    - **Alford:** No Response

REFERENCE QUESTIONNAIRE
ITB 2025-481
CODE COMPLIANCE ABATEMENT FOR LAWN CARE AND MAINTENANCE

Texas Ranch Maintenance

1. When was the most recent lawn care, maintenance and abatement project performed by prospective vendor? Were you satisfied with the final results?

    - **Mull (City of Friendswood): "**TRM is our current mowing contractor for all FEMA buyout lot properties (Approximately 150 locations). We just finished the 3rd year of the contract and I renewed it for 1 additional year before I have to submit an RFP again. Mark and Dusty have done a fabulous job working with me and are very prompt when I need something taken care of. I use TRM for all brush clearing and underbrush removal. I have been very satisfied with the work and would highly recommend them for any mowing and brush work. **They do not do any abatement work for the City of Friendswood."**
    - **Trigo (Brazos River Authority):** "Texas Ranch performs lawn care for our wastewater treatment plants in Sugarland Texas; we are satisfied with their performance. The lawncare varies from weed eating, tree trimming, edging, mowing etc. there are 4 WWTP's in Sugarland and 1 tertiary treatment facility."
    - **Johnston:** No Response
    - **Vavrecka:** No Response

2. On average, how many mowing jobs were assigned to this vendor within a 90-day period? Were they completed in a timely manner?

    - **Mull (City of Friendswood):** 90% of the work is weekly or monthly mowing cycle. When completing any work asked of them outside the contract, they are probably the most prompt vendor I work with. The work is completed in a timely manner and great communication about when it was completed or any concerns.
    - **Trigo (Brazos River Authority):** See Statement Above
    - **Johnston:** No Response
    - **Vavrecka:** No Response

3. Did these jobs consist of extremely tall grass?

    - **Mull (City of Friendswood):** Yes. There are many different types of work they perform for us. Weekly manicured mowing, monthly mowing, quarterly mowing, yearly mowing, high brush cutter, and slope mowing.
    - **Trigo (Brazos River Authority):** See Statement Above
    - **Johnston:** No Response
    - **Vavrecka:** No Response

4. Were these jobs commercial properties consisting of weeds/grass in excess of 12 inches in height?

    - **Mull (City of Friendswood):** No. All mowing is done on City Property, but many locations are over 12 inches every time they mow. TRM makes sure all clippings are mulched up, curbs, edged, and blowing is completed.
    - **Trigo (Brazos River Authority):** See Statement Above
    - **Johnston:** No Response
    - **Vavrecka:** No Response

5. Were the jobs performed by prospective vendor completed on mowing ungraded lots or steep slopes?

    - **Mull (City of Friendswood):** Most locations are ungraded they maintain for us. They maintain our lake bank which is very steep and has many detention/retention locations.
    - **Trigo (Brazos River Authority:** See Statement Above
    - **Johnston:** No Response
    - **Vavrecka:** No Response

Statement from Kaylub Mull (City of Friendswood): "I worked in Texas City for around 12 years in Parks and am very familiar with the mowing and abatement work George and Byron and his crew do. I have no doubt that Texas Ranch Management would be able to serve your needs with very minimal concerns or supervision. Mark and Dusty are both great to deal with and have a great work crew behind them. I have had many mowing crews over my 24 years with City of Texas City and City of Friendswood, and Texas Ranch is right there at the top. Below are my comments on your questions and hopefully it works out for you. Let me know if you need anything else. Thanks"

RESOLUTION NO. 2025-076

A RESOLUTION AWARDING BID NO. 2025-481 34TH CODE COMPLIANCE ABATEMENT & LAWN CARE MAINTENANCE CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, packets were made available to local area vendors for Bid No. 2025-481 to provide mowing services for all established grasses, vegetation, and general property clean-up, for Code Compliance Abatement & Lawn Care Maintenance Contract; and

WHEREAS, proposals were opened on June 4, 2025, and it is the recommendation of Neighborhood Improvement Services and the Director of Municipal Services that the proposal be awarded to Greenscapes Six and HILD Foundation for the service prices proposed.

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

SECTION 1: That the City Commission awards Bid No. 2025-481 to provide mowing services for all established grasses, vegetation, and general property clean-up, for Code Compliance Abatement & Lawn Care Maintenance Contract to Greenscapes Six and HILD Foundation.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with Greenscapes Six and HILD Foundation, for the proposal attached hereto as **Exhibit "A."**

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

PASSED AND ADOPTED this 16th day of July 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 **(8) (g)**

Meeting Date: 07/16/2025

Consider and take action on Ordinance 2025-14 establishing the Commission Rules of Procedure/Order of Business

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

Information

ACTION REQUEST

Consideration and possible action regarding adoption by ordinance, the Commission Rules of Procedure/Order of Business.

BACKGROUND (Brief Summary)

In accordance with the Texas City Charter, Article III, titled PROCEDURES OF THE COMMISSION; Legislation, Sec.1., Meeting of the Commission, the Commission shall, by Ordinance, determine its own rules of procedure.

Currently, there are no known rules and order of business that have been adopted by this or any previous Commission. Therefore, at the direction of Mayor Johnson, a workshop of the Commission was conducted on April 21, 2025, to begin the dialogue of developing the Commission Rules of Procedure/Order of Business to comply with the City Charter.

Prior to the workshop, staff gathered rules of procedure from other cities in the area to develop a framework for the Commission to begin the discussion. At the workshop, the Commission discussed and debated a draft set of rules of procedure.

Following the workshop, Mayor Johnson emailed the Commission on May 30, 2025, requesting them to individually provide any additional input or suggestions beyond what was shared at the workshop and submit them to him by Friday, June 27th for consideration by the Commission on July 16, 2025.

As a result of the comments provided and consultation with staff, please note the attached Commission Rules of Procedure/Order of Business for consideration.

RECOMMENDATION

Staff recommends the City Commission consider the attached Commission Rules of Procedure/Order of Business.

Fiscal Impact

Attachments

Commission Rules of Procedures

CITY OF TEXAS CITY

COMMISSION RULES OF PROCEDURE / ORDER OF BUSINESS

1. ORGANIZATION

The governing body of the City shall consist of the Mayor and six (6) Commissioners.

The Mayor is elected in the City at large, and four (4) Commissioners of the Commission are elected by District. District 1, District 2, District 3 and District 4. The other remaining two (2) Commissioners are elected At-Large.

The Mayor shall be the presiding officer for all Commission meetings and pursuant the City's Charter, may vote on all matters of the City. These Commission Rules of Procedure and Order of Business serve as guidelines for the organization and conduct of the Commission to ensure that the City is governed in an orderly and consistent manner.

2. REGULAR MEETINGS

The Commission shall schedule no less than two regular meetings per month in accordance with the City Charter. Regular meetings shall be held at dates and times adopted by City Commission Resolution and shall generally be on the first (1st) and third (3rd) Wednesday of each month at 5:00 P.M. unless designated otherwise, meetings of the Commission shall take place in the Commission Chambers of City Hall, and the public is invited to attend the meetings. If the Commission meets at a place or time other than its regular meeting place, then public notice to such effect shall be posted in accordance with the Texas Open Meetings Act.

3. SPECIAL MEETINGS

The Charter allows Special Meetings to be called by a majority of the Commission. The procedure to present such a call is as follows:

1) The call shall be presented as separate written requests from at least four (4) Commissioners filed with the City Secretary.
2) As required by the Charter, the written requests shall state the subjects to be considered at the Special Meeting. Each subject to be considered must be requested by at least four (4) Commissioners.
3) The Mayor is not precluded from placing additional items on the Agenda for a Special Meeting.
4) Special meetings shall be set for regular business days to commence no later than 6:00pm.
5) Special meeting requests must be fully submitted by noon at least one calendar week prior to the date stated for the meeting.
6) Agendas for the Special Meeting must be prepared and posted by the City Secretary in accordance with the Texas Open Meetings Act and all applicable policies or procedures of the regularly scheduled meetings of the Commission.

4. JOINT MEETINGS/WORKSHOPS

The Commission may, for specific reasons to be stated in the notice posted for the meetings hold Joint Meetings or joint workshops with various Boards, Commissions, and/or various governmental entities that share a community interest with the City. Such meetings shall be scheduled for a specific purpose or goal, agreed to by the City and the other board or entity prior to the meeting and posted in accordance with the Texas Open Meetings Act.

5. EXECUTIVE SESSIONS

Pursuant to the Texas Open Meetings Act, the Commission may conduct closed meetings that are not open to the public when the following matters are considered:

A. Consultation with an attorney regarding pending or contemplated litigation; a settlement offers; or to receive advice on legal matters not associated with litigation.

B. Deliberations associated with the sale, purchase or exchange of real property.

C. Personnel matters.

D. Deliberations regarding security matters.

E. Deliberations regarding economic development negotiations.

The purpose of an executive session shall be stated in the motion to call the closed session. Any action taken on a matter discussed in executive session shall occur in an open meeting following the deliberation in closed session.

6. AGENDA

An agenda is a document that informs the public about the specific topics to be discussed and acted upon during a meeting which shall include a resolution or ordinance.

The City Secretary, with consultation and approval of the Mayor, shall prepare an agenda for business to be considered at each Regular Commission Meeting. It shall be the practice of the City to include on any Regular Commission Meeting agendas, all items that are deemed appropriate by the Mayor.

Two (2) Commissioners may submit proposed items for inclusion on the meeting agenda. In accordance with the Mayor's role as the City's chief executive officer, all proposed items shall be subject to mayoral review and approval to ensure consistency with operational priorities, legal compliance, and effective coordination of municipal affairs. The request shall be in writing separately by two (2) Commissioners and shall be filed with the City Secretary no later than Noon on the Monday before the week of the regular meeting at which it is requested for consideration. Agenda items requested by the Commissioners shall be placed in the Regular Agenda Items section of the agenda. If the filing is later than noon on the Monday before the week of the regular meeting, the item shall be placed on the next regular meeting agenda or a later date.

The Agenda for the City Commission Regular Meetings shall be developed by the City Secretary and published by the City Secretary in the manner generally prescribed as follows:

(1) Roll Call
(2) Invocation
(3) Pledge of Allegiance
(4) Proclamations and Presentations
(5) Reports
(6) Public Hearing if needed
(7) Public Comments
(8) Consent Agenda*
(9) Regular Items
(10) Executive Session if needed
(11) Commissioners' Comments
(12) Mayor's comments
(13) Staff Updates
(14) Adjournment

*Budgeted expenditures equal to, or less than, $400,000.00 may be placed on the Consent Agenda

7. PUBLIC COMMENT RULES

A. All members of the audience addressing the Commission ("Speaker") shall direct their remarks to the Commission.

B. No Speaker shall address the Commission unless recognized by the Mayor/Chair for that purpose.

C. Remarks are to be limited to those pertaining to matters for action before the City Commission according to Texas Local Government Code (551.007).

D. Profane, vulgar or abusive language or personal attacks will not be tolerated.

E. No Speaker shall continue to address the Commission after being informed by the Mayor/Chair that the Speaker's time for addressing the Commission has expired.

F. The Speaker shall be limited to 3 minutes to address the Commission. The Mayor/Chair has the authority to grant additional time, if requested by a Speaker, for just cause.

G. Commissioners shall not respond to Speakers; however, the Mayor/Chair may respond to a matter of fact.

H. Those wishing to speak must present official identification to designated staff for identification purposes and shall thoroughly fill out the Request to Address the Commission Form (answering all questions) and identify which item(s) they wish to speak on from the agenda.

8. QUORUM

Unless otherwise provided by law, four (4) qualified members of the Commission shall constitute a quorum for conducting business, provided at least one of the members present is the Mayor or Mayor Pro Tem.

9. VOTING

A. The vote on all ordinances and resolutions shall be taken by the Commission's verbal response and entered into the City's official record to reflect each Commissioner's vote. When voting on the adoption of the Tax Rate and/or Budget, the Commission must take a Record Vote.

B. It is the duty of each Commissioner who has an opinion on an item presented for consideration to express it by a vote to approve or deny the item. Any Commission Member may express related opinions during the discussion portion before the vote is taken. A Commission Member may abstain from voting in accordance with City Charter guidelines (Article III, Section 5).

10. DEBATE AND DECORUM

Robert's Rules of Order Newly Revised shall, to the extent feasible, govern the proceedings of the Commission. The City Attorney shall act as Parliamentarian for Commission meetings.

11. **ETHICAL STANDARDS** It is the official policy of the City that:

A. City officials shall be independent, impartial, and responsible to the citizens of the City;

B. City officials shall not have a financial interest, and shall not engage in any business, transaction, or professional activity, or incur any obligation that conflicts with the proper discharge of their duties for the city in the public interest;

C. The principles of personal conduct and ethical behavior that should guide the behavior of City officials include: (1) A commitment to public welfare; (2) Respect for the value and dignity of all individuals; (3) Accountability to the citizens of the City; (4) Truthfulness; and (5) Fairness.

D. Under such principles of conduct and ethical behavior, City officials should: (1) Conduct business with integrity and in a manner that merits the trust and support of the public; (2) Be responsible stewards of the taxpayers' resources; and (3) Take no official actions that would result in personal benefit in conflict with the best interests of the city.

E. To implement the purpose and principles described herein, the Commission will adopt a policy of ethical conduct to govern City officials by City Ordinance. It is the purpose and intent of City Commission to ensure a fair opportunity for the public to participate in government, to follow standards of disclosure and transparency in government, and to promote public trust in government (To be developed at a later date).

12. COMMISSION REQUESTS FOR INFORMATION

Commissioners may direct questions to the appropriate department head. Routine requests for information or reports that can be completed within 15 minutes may be submitted to a member of the Executive Committee, who will respond at their earliest convenience. For non-routine requests or those requiring significant time or effort, the request should be directed to the Mayor.

(Routine requests: information or new research that can be answered in under 15 minutes)

13. NEW COMMISSION MEMBER ORIENTATION

Each new Commission member shall, upon taking the oath of office, be provided with various forms of vital information which shall include, but not be limited to, the following:

A. City Charter
B. Comprehensive Plan
C. Current Budget
D. Comprehensive Annual Financial Report for the last Fiscal Year
E. Commission Rules of Procedure
F. Public Information Act and Open Meetings Act Training
G. Conflicts of Interest Training

Each new member of Commission shall be offered an opportunity by the Mayor or his/her designee, to tour various City facilities (i.e., City Hall, Police/Fire stations, Park facilities, Public works facilities, etc.).