

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, OCTOBER 15, 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

Andrew Blue	Fire	10/26/2015	10 years
Brandon Shives	Police	10/19/2015	10 years
Leon Joubert	Sanitation	10/19/2015	10 years
Aubrey Scott	Parks & Recreation	10/04/2010	15 years
Raul Gonzalez	Sanitation	10/11/2005	20 years
Shelia Montgomery-Dixon	Police	10/30/2000	25 years
Anete Martinez	Administration	10/23/1995	30 years

Retirement

Anita Cook	Municipal Court	16 years
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(b) Proclaiming October as Domestic Violence Awareness Month.

(5) REPORTS

(a) Fire Services (Fire Department)

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

- (a) Approve City Commission Minutes for October 1, 2025, and Special Called September 30, 2025, Meeting (City Secretary)
- (b) Consider and take action on Resolution No. 2025-107, affirm the Independent Contractor Agreement between the City of Texas City and Douglas Kneupper, P.E. (former City Engineer) to provide consulting services as needed in support of the Engineering & Planning Department for FY 2025-2026. (City Engineer)
- (c) Consider and take action on Resolution No. 2025-108, approving the Court Administrator to administratively close all cases older than September 30, 2013, that meet certain criteria. (Municipal Court)
- (d) Consider and take action on Resolution No. 2025-109, approving the assignment of the Cost Share Agreement for Water Plant Improvements related to the Lakeside Bayou Subdivision upon certain terms and conditions. (City Engineer)
- (e) Consider and take action on Resolution No. 2025-110, approving assignment of the Preliminary Zoning Approval for the Lakeside Bayou Subdivision located west of FM 3436, south of FM 646 and north of FM 517 as extended through August 18, 2026, by the City Commission. (City Engineer)
- (f) Consider and take action on Resolution No. 2025-111, authorizing HVAC repairs to Moore Memorial Library by Gowan-Garrett Inc. through Choice Partners 22/049MF-10. (Utilities-Public Works)
- (g) Consider and take action on Resolution No. 2025-112, authorizing the purchase of odor control units for lift station 10 from In-Pipe Technologies using TIPS contract 250503. (Utilities- Public Works)
- (h) Consider and take action on Resolution No. 2025-113, amending the Historical Preservation bylaws. (City Secretary)
- (i) Consider and take action on Resolution No. 2025-116, amending the Community Development Block Grant Citizen Advisory Committee By-Laws. (Community Development)
- (j) Consider and take action on Resolution No. 2025-117, approving revisions to the Safety Policy. (Human Resources)
- (k) Consider and take action on Resolution No. 2025-118, accepting a proposal from Generocity Services to do necessary renovations in the leased space that will be the temporary location of City Hall through Choice Partners Contract #23/016MR-17. (Public Works)

(8) REGULAR ITEMS

- (a) Consider and take action on Resolution No. 2025-114, authorizing the Mayor to enter into a contract with the Water Company of America to examine the utility billing, distribution, and collection systems for accuracy in metering, billing, and collection. (Finance)
- (b) Consider and take action on Resolution No. 2025-115, approval of a blanket purchase order to GCWA in the amount \$5,700,000 for the purchase of drinking water for FY26. (Utilities-Public Works)
- (c) Consider and take action on Resolution No. 2025-120, authorizing a Lease Agreement with Mainland Children's Partnership for Temporary Office Space. (Management Services)
- (d) Consider and take action on Resolution No. 2025-121, authorizing the Texas City Fire Department to enter into a contract with WESTNET/FIRST-IN Alerting to install Alerting Smart Station Systems at the fire stations. (Fire)

(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 OCTOBER 9, 2025, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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RHOMARI LEIGH  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

(4) (a)

**Meeting Date:** 10/15/2025

October 2025 Service Awards

**Submitted For:** Susan Sensat, Human Resources

**Submitted By:** Susan Sensat, Human Resources

**Department:** Human Resources

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**Information**

**ACTION REQUEST**

Service Awards

Andrew Blue	Fire	10/26/2015 10 years
Brandon Shives	Police	10/19/2015 10 years
Leon Joubert	Sanitation	10/19/2015 10 years
Aubrey Scott	Parks & Recreation	10/04/2010 15 years
Raul Gonzalez	Sanitation	10/11/2005 20 years
Shelia Montgomery-Dixon	Police	10/30/2000 25 years
Anete Martinez	Administration	10/23/1995 30 years

Retirement

Anita Cook	Municipal Court	16 years
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**BACKGROUND (Brief Summary)**

Service Award(s) for the following individual(s) for the month of October is based on their years of service with the City as well as acknowledging an employee who is retiring with the City.

**RECOMMENDATION**

Human Resources recommend approval of the October service awards.

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(4) (b)**

**Meeting Date:** 10/15/2025

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Proclaiming October as Domestic Violence Awareness Month.

**BACKGROUND (Brief Summary)**

The Resource & Crisis Center of Galveston County, Inc. provides critical services including 24-hour crisis intervention, safe shelter, advocacy, prevention education, and resources to survivors of domestic violence in Texas City and throughout Galveston County.

October is recognized nationwide as Domestic Violence Awareness Month, a time to raise awareness, honor survivors, and remember those lost to domestic violence.

**RECOMMENDATION**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 10/15/2025

**Submitted By:** Renee Edgar, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Approve City Commission Minutes for October 1, 2025, and Special Called September 30, 2025, Meeting (City Secretary)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

October 1, 2025 Minutes

September 30, 2025 Minutes

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## REGULAR CALLED CITY COMMISSION MEETING

### MINUTES

WEDNESDAY, OCTOBER 1, 2025 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, OCTOBER 1, 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 Detric D. Johnson.

#### 1. ROLL CALL

Present: Detric 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 Matthew Brockman, Pastor at Peace Lutheran Church.

#### 3. PLEDGE OF ALLEGIANCE

Led by Keith Love, Commissioner, District 2.

#### 4. REPORTS

##### a. Aquatic Program (Parks, Rec & Tour)

Marcell Favalora, Aquatics Coordinator, 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 4, Jami Clark, made a motion to approve Consent Agenda items 6a, b, and c. The motion was seconded by Commissioner 2, Keith Love. DeAndre' Knoxson, Commissioner District 1, pulled Consent Agenda item 6d for more discussion and voted on it separately.

##### a. Approve City Commission Minutes for the September 17, 2025, meeting. (City Secretary)

**Vote: 7 - 0 CARRIED**

- b. Consider and take action on Resolution No. 2025-102, casting the City of Texas City Ballot for TML Region 14 Board Director. (Mayor's Office)

**Vote: 7 - 0 CARRIED**

- c. Consider and take action on Resolution No. 2025-103, authorizing the City to formally accept the award of FEMA Public Assistance Grant 4798 for eligible response, recovery, and restoration costs related to Hurricane Beryl damages, and approve the execution of all necessary documents to administer the grant. (Community Development & Emergency Management)

**Vote: 7 - 0 CARRIED**

- d. Consider and take action on Resolution No. 2025-105, appointments and re-appointments of various Boards, Commissions, Committees, etc. (City Secretary)

Rhomari Leigh, the City Secretary, discussed the appointments and re-appointments included in this Consent Agenda item, as well as the City's initiative to provide more citizens with the opportunity to serve on Boards, Commissions, Committees, etc.

Motion by Commissioner District 3 Chris Sharp, Seconded by Commissioner District 1 DeAndre' Knoxson

**Vote: 7 - 0 CARRIED**

## 7. REGULAR ITEMS

- a. Consider and take action on Resolution No. 2025-104, entering into a three (3) year contract with Stryker Sales, LLC for the service, replacement, and upgrade of certain ambulance and EMS equipment, including Lifepak monitors, LUCAS devices, power load stretchers, and related items. (Fire)

Dennis Harris, Fire Chief, recommends that the City Commission approve a three (3) year contract with Stryker Sales, LLC. Steven Hendershot, EMS Administrator, spoke of the money-saving benefits of having a contract with a company like Stryker Sales, LLC.

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

**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 District 1, DeAndre' Knoxson made a MOTION to ADJOURN at 5:33 p.m.; the motion was SECONDED by Commissioner At-Large, Abel Garza. All present voted AYE. MOTION CARRIED.

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DEDRICK D. JOHNSON, MAYOR

ATTEST:

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Rhomari Leigh, City Secretary  
Date Approved:

CITY OF TEXAS CITY  
SPECIAL CALLED CITY COMMISSION MEETING

MINUTES

TUESDAY, SEPTEMBER 30, 2025 - 5:00 P.M.

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

1. ROLL CALL

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

2. INVOCATION

Led by Dedrick D. Johnson, Mayor.

3. PLEDGE OF ALLEGIANCE

Led by Abel Garza, Jr., Commissioner At-Large.

4. PUBLIC COMMENTS

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

5. REGULAR ITEMS

TAXPAYER IMPACT STATEMENT SUMMARY

ASSUMING A MEDIAN HOME VALUE IN TEXAS CITY OF \$226,783 AND A 20% HOMESTEAD EXEMPTION:

DESCRIPTION	AMOUNT
APPRAISED VALUE	\$ 226,783
HOMESTEAD EXEMPTION (20%)	\$ (45,357)
TAXABLE VALUE	\$ 181,426
CITY OF TEXAS CITY TAX RATE (2024)	\$ 0.488635
CURRENT TAX BILL	\$ <b>886.51</b>
CITY OF TEXAS CITY NNR TAX RATE (2025)	\$ 0.478433
ESTIMATED TAX BILL	\$ <b>868.00</b>
CITY OF TEXAS CITY <b>PROPOSED</b> TAX RATE (2025)	\$ 0.478433
ESTIMATED TAX BILL	\$ <b>868.00</b>
<b>TEXAS CITY PROPERTY TAX SAVINGS</b>	<b>\$ 18.51</b>

- a. Consider and take action on Resolution No. 2025-101, accepting and approving the 2025 Certified Tax Roll.

Cynthia Rushing, Chief Financial Officer, gave a PowerPoint presentation.

Motion By Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Second By Commissioner District 1 DeAndre' Knoxson

**Vote: 7 - 0 CARRIED**

- b. Consider and take action on Ordinance No. 2025-16, levying an ad valorem tax for the year 2025 for the City of Texas City.

Cynthia Rushing, Chief Financial Officer, gave a PowerPoint presentation. Management is recommending the adoption of the NNR tax rate of \$0.478433 per \$100 of property value.

Motion By Commissioner District 4 Jami Clark, Second By Commissioner District 1 DeAndre' Knoxson

**Vote: 7 - 0 CARRIED**

- c. Consider and take action, by record vote, on Ordinance No. 2025-17, to adopt the City of Texas City's 2025-2026 Fiscal Year Budget.

Cynthia Rushing, Chief Financial Officer, gave a PowerPoint presentation.

Dedrick D. Johnson, Mayor --- aye  
Thelma Bowie, Mayor Pro Tern, and Commissioner At-Large ---aye  
Abel Garza, Jr., Commissioner At-Large --- aye

DeAndre' Knoxson, Commissioner District 1 --- aye  
Keith Love, Commissioner District 2 --- aye  
Chris Sharp, Commissioner District 3 --- aye  
Jami Clark, Commissioner District 4 --- aye

Motion By Commissioner District 1 DeAndre' Knoxson, Second By Commissioner District 4 Jami Clark

**Vote:** 7 - 0 CARRIED

6. 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.

7. COMMISSIONERS' COMMENTS

8. ADJOURNMENT

Having no further business, Commissioner District 1 DeAndre' Knoxson, made a MOTION to ADJOURN at 5:25 p.m.; the motion was SECONDED by Mayor Dedrick D. Johnson. All present voted AYE. MOTION CARRIED

**CITY COMMISSION REGULAR MTG**

(7) (b)

**Meeting Date:** 10/15/2025

FY 2025-2026 the Agreement for Professional Engineering Services with Douglas Kneupper, P.E.

**Submitted For:** Kim Golden, Transportation and Planning

**Submitted By:** Curt Kelly, Transportation and Planning

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST**

Consider and take action to affirm the Independent Contractor Agreement between the City of Texas City and Douglas Kneupper, P.E. (former City Engineer) to provide consulting services as needed in support of the Engineering & Planning Department for FY 2025-2026.

**BACKGROUND (Brief Summary)**

The Independent Contractor Agreement between the City of Texas City and Doug Kneupper, P.E., authorized on June 3, 2021, is perpetual but requires annual authorization to satisfy the requirements of the purchasing policy. The consulting services provided by Mr. Kneupper support the routine operations of the Engineering & Planning department with plan reviews, project coordination and general consultation. Funding for these services was included in the FY 2025-2026 budget approved by the City Commission at its meeting on September 30, 2025.

**RECOMMENDATION**

City Engineer recommends approval of the resolution affirming the agreement for professional engineering services for FY 2025-2026.

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**Fiscal Impact**

**Funds Available Y/N:** Yes

**Amount Requested:** \$75,000

**Source of Funds:** Professional Fees

**Account #:** 101-104 - 53680

**Fiscal Impact:**

This is an annual agreement to provide supportive services for routine operations of the Engineering & Planning department with plan reviews, project coordination, and general consultation.

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**Attachments**

Independent Contractor Agreement - Doug Kneupper

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## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is by and between the City of Texas City, Texas, a home-rule municipality, (“City”) and Doug Kneuppper an individual residing at 1424 Coleman Boylan, League City, Texas 77573 (“Consultant”) referred to collectively as the “Parties.”

**WHEREAS**, the Consultant desires to provide certain Consultant services set out in this Agreement, and the City desires to retain the Consultant to provide such services.

**IN CONSIDERATION** of the mutual promises made in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

**1. Scope of Work.** The City engages the Consultant to furnish the work described in Exhibit “A” attached to this Agreement (the “Work”) at the times specified in Exhibit “A” and the Consultant agrees to furnish the Work as specified.

**2. Price and Payment.** The City agrees to pay the Consultant in accordance with the terms set out in Exhibit “A”, and the Consultant agrees to accept such amounts as full payment for all work performed for the City, and to sign affidavits and/or receipts as the City may request in order to acknowledge payment.

**3. Consultant Relationship.** The Consultant is a consultant and is not an employee, servant, agent, partner or joint venturer of the City. The City shall determine the Work to be done by the Consultant, but the Consultant shall determine the legal means by which the Work is accomplished. The Consultant agrees to comply with all applicable laws, statutes, and regulations relating to providing the Work, including but not limited to environmental laws, employment laws, safety regulations, and any other applicable laws, statutes, or regulations.

**4. Taxes and Benefits.** The Consultant shall be responsible to pay all taxes as required by law. The City is not responsible to withhold, and shall not withhold, taxes of any kind from any payments due to the Consultant. Neither the Consultant (nor the Consultant’s employees, if any) shall be entitled to receive any benefits from the City, including but not limited to worker’s compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing or Social Security.

**5. Risk.** The Consultant shall perform the Work at Consultant’s own risk.

**6. Assignment.** The Consultant may assign any or all of its rights or duties under this Agreement at any time without the advance written consent of the City.

**7. Term and Termination.** This Agreement is effective on the date the Agreement is signed by the City (unless an Effective Date is specified in Exhibit “A”) and shall continue in effect until terminated by either Party upon written notice to the other. Either party must give at least fifteen (15) days’ notice of termination to the other. Any such termination shall not affect the City’s obligation to pay the Consultant for Work performed before the date of termination.

**8. Entire Agreement.** This Agreement is the entire agreement between the Parties, and supercedes all prior negotiations, discussions or communications regarding the subject matter of the Agreement. Neither Party is relying on any representation or promise not expressly stated in this Agreement. This Agreement may not be supplemented, amended or revised unless in writing and signed by the Parties.

**9. Severability.** If any part of this Agreement is determined to be unenforceable by a court or tribunal of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

**10. Choice of Law.** This Agreement is made and shall be enforced under the laws of the State of Texas, without regard to its provisions concerning choice of law.

**11. Attorney's Fees.** If any legal action arises under this Agreement or by reason of any alleged breach of it, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees incurred in enforcing or attempting to enforce any of the terms, covenants, or conditions, including costs incurred prior to commencement of legal action, and all costs and expenses, including reasonable attorney's fees, incurred in any appeal from an action brought to enforce any of the terms, covenants, or conditions. For purposes of this section, "Prevailing party" includes without limitation a party who agrees to dismiss a suit or proceeding upon the other's payment or performance of substantially the relief sought.

**12. Notices.** All notices permitted or required under this Agreement shall be sent by electronic mail or Certified Mail to the addresses set forth in Agreement. Either Party may change the address for notice to that Party by providing written notice of such change in accordance with this paragraph.

**13. Indemnity.** Consultant hereby agrees to defend, release, indemnify, and hold harmless City, from all losses, costs, expenses and causes of action (including attorney's fees and court costs) for loss or for damage to property, and for injuries or illness to persons and death arising out of, incident to, or in connection with, any and all operations and activities under this agreement and which are asserted by or arise in favor of consultant, whether or not such losses, costs, expenses, injuries, death, or causes of action are caused or contributed to by the negligence, omission, strict liability or contractual liability, or fault of any member of the client group and whether or not caused by a pre-existing condition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf as of the day of the year first above written.

City of Texas City, Texas

Doug Kneuppper

By: Dedrick D Johnson  
Dedrick Johnson, Sr., Mayor

Doug Kneuppper  
Date: 6-3-2021

Date: 6-3-2021

**EXHIBIT "A"**

<b>Scope of Work:</b>	1. Consultant shall provide:  Professional services commensurate with those Consultant provided to the City during his employment prior to the Effective Date Consultant shall the same access as a regular employee of the City (laptop, emails, etc.) and will be reimbursed any mileage at the current IRS rate.  Consultant shall serve at the direction of the Mayor.
<b>Price:</b>	1. The City shall pay the Consultant as follows for Work performed under this Agreement as follows:  \$120.00 per hour not to exceed 30 hours per week unless approved in advance by the Mayor.  *Invoices should be submitted to Laura Boyd monthly for approval and payment processing.
<b>Effective Date:</b>	June 1, 2021

**CITY COMMISSION REGULAR MTG**

**(7) (c)**

**Meeting Date:** 10/15/2025

**MUNICIPAL COURT ADMINISTRATIVE CLOSURES**

**Submitted For:** Tammy Odom, Municipal Court    **Submitted By:** Tammy Odom, Municipal Court

**Department:** Municipal Court

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**Information**

**ACTION REQUEST**

Consider and take action on Resolution No. 2025-108, approving the Court Administrator to administratively close all cases older than September 30, 2013, that meet certain criteria.

**BACKGROUND (Brief Summary)**

The municipal court is requesting permission from the Commission to administratively close cases with a violation date prior to **September 30, 2013**. These are cases the court has determined are uncollectible based on the age of the case, lack of identifying information on the defendant, current age of the defendant, and/or absence of the original case file. The total value of these cases is \$434,197.97. Of which, the fine portion is \$172,232.50. The remaining balance of \$306,976.50 is for administrative fees, collection agency fees, and state court costs.

**RECOMMENDATION**

The Municipal Court Administrator is recommending the administrative closure of cases with a violation date prior to, **September 30, 2013**, that have been determined by court staff and/or marshals to be uncollectible.

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**Fiscal Impact**

**Funds Available Y/N:** N

**Amount Requested:** 0

**Source of Funds:** 0

**Account #:** 0

**Fiscal Impact:**

No fiscal impact due to these violations being deemed uncollectible.

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**Attachments**

Resolution

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**RESOLUTION NO. 2025-108**

**A RESOLUTION AUTHORIZING THE COURT ADMINISTRATOR TO ADMINISTRATIVELY CLOSE ALL CASES OLDER THAN SEPTEMBER 30, 2013; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, the Municipal Court is requesting permission to administratively close cases with a violation date prior to September 30, 2013, which have been deemed uncollectable; and

**WHEREAS**, the total value of the cases \$434,197.97 with a fine amount of \$172,232.50 and administrative fees and court cost of \$306,976.50. The purging of these fines will eliminate files that have skewed information.

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

**SECTION 1:** That the Municipal Court is approved to administratively close all cases with a violation date older than September 30, 2013, which have been deemed uncollectable.

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

**PASSED AND ADOPTED this 15th day of October 2025.**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

\_\_\_\_\_  
Kyle L. Dickson  
City Attorney

## **CITY COMMISSION REGULAR MTG**

(7) (d)

**Meeting Date:** 10/15/2025

approving the assignment of the Cost Share Agreement for Water Plant Improvements related to the Lakeside Bayou Subdivision upon certain terms and conditions.

**Submitted For:** Kim Golden, Transportation and Planning

**Submitted By:** Curt Kelly, Transportation and Planning

**Department:** Transportation and Planning

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### **Information**

#### **ACTION REQUEST**

Consider and take action on Resolution No. 2025-109, approving the assignment of the Cost Share Agreement for Water Plant Improvements related to the Lakeside Bayou Subdivision upon certain terms and conditions.

#### **BACKGROUND (Brief Summary)**

Lakeside Bayou, LLC, the City of Texas City, and Galveston County Municipal Utility District No. 53 entered into a certain Cost Sharing Agreement for Water Plant Improvements dated March 20, 2024. Lakeside Bayou, LLC is currently under contract with Land Strategies Management, LLC dba Starwood Land to purchase and sell the entirety of the Lakeside Bayou development project to a To Be Formed Single Purpose Entity affiliate of Starwood Land to move forward with construction of the project on an expedited timeline. Starwood Land anticipates breaking ground on Phase I of the development in January 2026 with Phase I development to be completed by November 2026. Phase I consists of Sections 1, 3 and 4 of the approved master plan and will develop approximately 231 lots.

The City and Lakeside Bayou LLC entered into the Cost Share Agreement because anticipated growth within the service area supports having certain components of the water system improvements, being specifically the water well and the ground storage tank, designed and constructed for full built out capacity which exceeds the capacity required for the development of the Lakeside Bayou Subdivision. The cost share agreement facilitates the build of the excess capacity.

To facilitate the transaction of the sale of the Lakeside Bayou Subdivision project to the TBF-SPE affiliate of Starwood Land, Lakeside Bayou LLC and Starwood Land request approval of the assignment of the Cost Share Agreement. Section 4.04 of the Cost Share Agreement allows assignment upon written consent by the City, which consent may be withheld, delayed or conditioned in the sole and absolute discretion of the City.

#### **RECOMMENDATION**

Staff recommend approval of Resolution NO. 2025-109, authorizing execution of an assignment of the Cost Share Agreement upon acceptable terms and conditions and subject to the closing of the purchase and sale agreement between Lakeside Bayou, LLC and the TBF-SPE of Starwood Land.

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### **Fiscal Impact**

**Funds Available Y/N:** N/A

**Amount Requested:** N/A

**Source of Funds:** N/A

**Account #:** N/A

**Fiscal Impact:**

No financial impact

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### **Attachments**

Cost Share Agreement

Presentation

Draft-Agreement

Resolution

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**COST SHARING AGREEMENT FOR WATER PLANT IMPROVEMENTS  
BY AND AMONG  
THE CITY OF TEXAS CITY, TEXAS;  
GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 53; AND  
LAKESIDE BAYOU, LLC**

THE STATE OF TEXAS

COUNTY OF GALVESTON

THIS COST SHARING AGREEMENT FOR WATER PLANT IMPROVEMENTS (the "*Agreement*") is entered into as of MARCH 20, 2024, by and among **THE CITY OF TEXAS CITY, TEXAS** (the "*City*"), a home rule municipality located in Galveston County, Texas, **GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 53** (the "*District*"), a conservation and reclamation district, a body politic and corporate and political subdivision of the State of Texas, created under Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended, and **LAKESIDE BAYOU, LLC** (the "*Developer*"), a Texas limited liability company.

RECITALS:

WHEREAS, the City and 418 Southlake, Ltd. ("*418*") entered into that certain Development Agreement dated August 18, 2021 (the "*DA*"), and the City, 418 and the District entered into that certain Utility Services Agreement dated August 18, 2021 (the "*USA*"), related to and concerning the development of and provision of water and wastewater utility services to an approximately 423.68-acre tract of land (the "*Property*") comprising the District and within the corporate boundaries of the City (the *DA* and the *USA* referred to collectively herein as the "*2021 Agreements*"); and

WHEREAS, the Developer assumed all of 418's rights, duties and obligations under the 2021 Agreements by that certain Assignment and Assumption of Development Agreement dated December 21, 2022, and that certain Assignment and Assumption of Utility Services Agreement dated December 21, 2022; and

WHEREAS, the 2021 Agreements commit to and reserve for the Property water capacity and wastewater capacity sufficient to serve 1,200 equivalent single-family connections ("*ESFCs*"), subject to the terms thereof; and

WHEREAS, the 2021 Agreements require certain water system improvements to be constructed at the existing City water plant, and provide that the Developer or the District may fund and construct said improvements pursuant to plans and specification approved by the City in accordance with Consent Conditions; and

WHEREAS, based upon the growth anticipated within the service area of the water plant, the City desires certain components of the water system improvement, being

specifically the water well and the ground storage tank, to be designed to provide for additional regional capacity in excess of the capacity required to serve the Property; and

WHEREAS, the scope and cost of the water system improvements with the water well and ground storage water tank designed to provide additional regional capacity ("the Project) exceeds the cost of the water system improvements necessary to meet the capacity reserved for the Property in the 2021 Agreement, and

WHEREAS, to provide for this additional regional capacity the City has agreed to share in the construction cost of the Project on a pro-rata basis, up to the amount of \$1,500,000, upon the terms and conditions outlined in this Agreement; and

WHEREAS, the City, the District and the Developer have agreed to a phasing plan for construction of the Project, and desire to proceed with its design and construction through the District; and

WHEREAS, the Developer will fund the District's share of the Project pursuant to that certain Amended and Restated Facilities and Operating Costs Reimbursement Agreement by and between the Developer and the District dated September 26, 2023; and

WHEREAS, the Parties hereto have determined that it is in their mutual best interests to proceed with the Project, and wish to enter into this Agreement to provide for the allocation of costs associated therewith, as estimated on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the City, the District and the Developer agree as follows:

## ARTICLE I

### DEFINITIONS

"*Project Costs*" shall mean the actual costs directly related to the Project, including but not limited to:

- a. construction contract amounts, including approved change orders;
- b. engineering fees charged by the Engineer (hereinafter defined) attributable to the design and construction of the Project including approved design change orders also known as Additional Service Requests ('ASR's); and
- c. all soil tests, topographic studies and other tests, studies or services necessary to design and construct the Project.

A preliminary construction budget (excluding design) was prepared in approximately December of 2022 for the Project is attached hereto for reference as Exhibit A.

“*Engineer*” shall mean ARKK Engineers, LLC, 7322 Southwest Freeway, Houston, Texas 77074.

“*Governmental Requirements*” shall mean all applicable federal, state and municipal laws, ordinances, rules and regulations, and all requirements of any and all governmental entities with jurisdiction over or relating to the performance of the Project.

## ARTICLE II

### CONSTRUCTION OF THE PROJECT

Section 2.01. Engagement of Engineer. The City shall engage the Engineer to design the Project on behalf of the City, the District and the Developer.

Section 2.02. Project Phasing. The Parties have agreed to phase design and construction of the Project as detailed in Exhibit B attached hereto. As delineated in the 2021 Agreements, the capacity funded by the Developer in each phase of the Project shall be reserved by the City for the benefit of the Developer and the Property, and in no event shall the City or the District allocate such reserved capacity to any other developer or landowner, or for the benefit of land other than the Property, unless expressly agreed upon by the Developer in writing. The Parties further agree that any third party seeking capacity in the Project will be required to bear its pro-rata share of the Project construction costs, based upon the capacity allocated and agreed to by all parties by written amendment, to this Agreement.

Section 2.03. Design. The Engineer will prepare the plans and specifications for the construction of each phase of the Project. The Engineer will secure approvals from all regulatory bodies having jurisdiction over the Project, all in accordance with all Governmental Requirements. During Engineer’s design of each phase, the Engineer shall conduct bi-weekly meetings with the City, the District and the Developer. Upon completion, the City, the District and the Developer will review the plans for each phase of the Project and provide comments. The City shall approve the design for construction in accordance with the USA.

Section 2.04. Bid Award and Contracts. The District shall advertise for bids, award, construct and convey each applicable phase of the Project in accordance with Section 2.1 of the USA. The District will send written notice to the City and the Developer of its recommendation of award for each phase of the Project within seven (7) business days of the bid opening for concurrence. The Board of Directors of the District (the “*Board*”) shall award a contract to the lowest responsive responsible bidder (each a “*Contract*”).

Section 2.05. Allocation of Project Costs. The Parties hereby agree to pay for the Project Costs in the following proportions:

a. Design Costs:

- i. **The City** - **60.0%**
- ii. **The Developer/District** - **40.0%**

b. Construction Costs:

- iii. **The City** - **48.0% (not to exceed \$1.5 million)**
- iv. **The Developer/District** - **52.0%**

Section 2.06. Payment of Project Costs.

- a. Design Costs. The City shall provide to the District and the Developer a copy of each invoice from the Engineer immediately upon receipt, but in no event later than five (5) business days after the City's receipt of same. The District, or the Developer on behalf of the District, shall review and approve or provide comments/questions about the invoice no later than five (5) business days after receipt. Upon concurrence by the District or Developer on behalf of the District, the City shall pay the invoice in full and then invoice the District or Developer on behalf of the District for its pro-rata share of each such invoice to ARKK. The District or Developer on behalf of the District shall pay the City's invoice within thirty (30) days of receipt from the City.
- b. Construction Costs. The Engineer shall provide to the City, the District and the Developer a copy of each Contract pay application received. The City shall pay its pro-rata share of each such pay application to the District within thirty (30) days. The Board of the District, upon recommendation of the Engineer, shall remit payment of each pay application to the contractor. Notwithstanding the foregoing, the City, the District and the Developer acknowledge and agree that the City's pro-rata share of the construction costs shall not exceed \$1,500,000 (the "**City Cap**"). To the extent the construction costs exceed the City Cap, the District, or the Developer on behalf of the District, as applicable, shall be solely responsible for such excess costs.

Section 2.07. Ownership and Maintenance of the Project. The Project shall be owned, operated, and maintained by the City pursuant to the terms of the 2021 Agreements.

Section 2.08. Insurance and Indemnification. In addition to all applicable insurance and indemnification requirements within each Contract, it is an express condition to this Agreement and each such Contract that (i) the City, the District, the Developer and the

Engineer shall be named as an additional insured by the contractor; (ii) the contractor waive subrogation in favor of the City, the District, the Developer and the Engineer; (iii) the contractor provide a Certificate of Insurance, as described in the Contract, to each of the City, the District, the Developer and the Engineer; and (iv) each of the City, the District, the Developer and the Engineer, as well as their officers, consultants, employees, agents and representatives, be named as indemnified parties in each and every instance for which the Contract provides for indemnification or other limitation of liability.

### ARTICLE III

#### GENERAL PROVISIONS

Section 3.01. Credit of Impact Fees. As described in Section 2.8 of the USA, the Developer and/or the District, as appropriate, shall be entitled to a dollar for dollar credit against City water or wastewater impact fees to the extent of the funds advanced by the Developer or the District for the Project. Further, To the extent allowed by law and the Impact Fee Schedule, any City water or wastewater impact fee *in excess of \$1,500,000.00* generated from *the Project* by development in the City outside of the Property and within the service area served by *the Project* financed by the Developer or the District, may be used to reimburse the Developer or the District for funds advanced for the Project to the extent that the Developer or District advanced funds in excess of the total amount of City water or wastewater impact fees owed for the Property, promptly as such funds are available to the City.

Section 3.02. Representations and Warranties by the City and the District. The City and the District represent, warrants and covenant that:

- a. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by their respective entities, boards and/or councils;
- b. This Agreement, and the representations and covenants contained herein, and the consummation of the transaction contemplated herein, will not violate or constitute a breach of any contract or other agreement to which the City or the District is a party;
- c. The Project is included in the current CIP and the City Commission of the City has approved funds related to the payment of its pro-rata share for the Project, up to the City Cap;
- d. The City represents and covenants that it has the legal authority to enter into this Agreement by the Constitution and laws of the State of Texas; and
- e. The District represents and covenants that it has the legal authority to enter into this Agreement by the Constitution and laws of the State of Texas; and

Section 3.03. Representations and Warranties by the Developer. The Developer represents, warrants and covenants that:

- a. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized as provided in its Company Agreement;
- b. This Agreement, and the representations and covenants contained herein, and the consummation of the transaction contemplated herein, will not violate or constitute a breach of any contract or other agreement to which the Developer is a party;
- c. The appropriate officers of the Developer have approved the Project, and the Developer has funds on hand sufficient to pay the District's pro-rata share of the Project Costs as contemplated herein; and
- d. The Developer has the legal authority to enter into this Agreement.

Section 3.04. Survival of Representations. All representations and warranties of the City, the District and the Developer shall survive completion of the Project.

Section 3.05. Remedies. In the event of default under this Agreement by the City, the District or the Developer, which default is not cured within thirty (30) days after receipt of written notice by such defaulting party, the non-defaulting party(ies) shall have the option to: (a) pursue all remedies provided by law; and (2) to proceed with the construction of the Project. Any non-defaulting party hereto may employ attorneys to pursue its legal rights hereunder, and the defaulting party shall be obligated to pay all damages, costs and expenses in connection therewith incurred by the non-defaulting parties, including reasonable attorneys' fees.

Section 3.06. Expiration of Agreement. Notwithstanding any other provision in this Agreement, if construction of the Project does not commence within three (3) years from the date of this Agreement, this Agreement shall expire unless extended in writing by the parties.

#### ARTICLE IV

#### MISCELLANEOUS

Section 4.01. Recitals Incorporated. The recitals of this Agreement are hereby found and declared to be true and correct and are hereby incorporated into the body of this Agreement as if copied in their entirety, and shall be considered part of the mutual covenants, consideration and promises that bind the City, the District and the Developer.

Section 4.02. Addresses and Notices. Unless otherwise provided in this Agreement, any notice herein provided or permitted to be given, made, or accepted by any party must be in writing. Any notice shall be either (a) personally delivered to the address set forth below, in which case it shall be deemed delivered on the date of delivery to the addressee; or (b) sent by registered or certified mail/return receipt requested, in which case it shall be deemed delivered the date upon which it is deposited in the U.S. Mail; or (c) sent by a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier for next day delivery. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be shown below. The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as to its address any other address by at least fifteen (15) days' written notice to the other parties.

If to the City, to:

City of Texas City, Texas  
Attn: Mayor  
1801 9<sup>th</sup> Avenue N  
Texas City, Texas 77590  
If to the District, to:

Galveston County Municipal Utility District No. 53  
Sanford Kuhl Hagan Kugle Parker Kahn LLP  
Attn: Joshua J. Kahn  
1980 Post Oak Boulevard, Suite 1380  
Houston, Texas 77056  
Phone: 713-850-9000  
Email: kahn@sklaw.us

If to the Developer, to:

Lakeside Bayou, LLC  
Attn: Becky Collins  
2201 W. Royal Lane, Suite 240  
Irving, Texas 75063  
Email: bcollins@star-plex.com

Section 4.02. Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the parties hereto.

Section 4.03. Term. Except as otherwise provided herein, this Agreement shall be in force and effect from the date hereof until the Project is constructed, accepted and the one-year maintenance period has ended.

Section 4.04. Assignability.

This Agreement is not assignable without prior written consent by the City, which consent may be withheld, delayed or conditioned in the sole and absolute discretion of the City.

Section 4.05. Construction and Interpretation. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. The titles assigned to the various Sections and Articles of this Agreement are for convenience of reference only and shall not be restrictive of the subject matter of any such Section or Article or otherwise affect the meaning, construction, or effect of any part hereof.

Section 4.06. Severability. If any provision or application of this Agreement shall be held illegal, invalid, or unenforceable by any court, the invalidity of such provision or application shall not affect or impair any of the remaining provisions and applications hereof.

Section 4.07. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall never be construed for any benefit for any other party.

Section 4.08. Authorization.

- a. The City Commission of the City authorized this Agreement at an open meeting, properly posted and held, as reflected in the meeting minutes thereto. The City further authorized the execution of this Agreement on its behalf.
- b. The Board of Directors of the District authorized this Agreement at an open meeting, properly posted and held, as reflected in the meeting minutes thereto. The District further authorized the president of the Board of Directors to execute this Agreement on its behalf.

Section 4.09. Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart from and executed by each party hereto in proving this Agreement.

Section 4.10. Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

Section 4.11. Conflicts. This Agreement is intended to be a stand-alone agreement which is separate from and supplemental to the 2021 Agreements; and, intended to be interpreted and applied consistently with the 2021 Agreements existing at the time of its execution for the purpose of accomplishing the Project. To the extent of any unintended

and otherwise irreconcilable conflict between this Agreement and the 2021 Agreements, this Agreement shall control.

**[Signature Page Follows]**


IN WITNESS WHEREOF, the parties hereto have executed this Cost Sharing Agreement as of the date and year first written herein.

**THE CITY:**

CITY OF TEXAS CITY, TEXAS

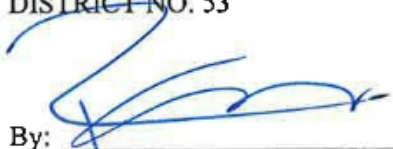
By:   
Dedrick D. Johnson, Sr, Mayor

ATTEST:

By:   
Rhonari Leigh, City Secretary

**THE DISTRICT:**

GALVESTON COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 53



By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

  
Secretary, Board of Directors

(SEAL)




**THE DEVELOPER:**

LAKESIDE BAYOU, LLC,  
a Texas limited liability company

By: United Development Funding, L.P.,  
a Delaware limited partnership  
Its: Managing Member

By: United Development Funding, Inc.,  
a Delaware Corporation  
Its: General Partner

By:   
Name: Jim Kenney  
Title: Vice President

**EXHIBIT "A"**  
**ESTIMATED PROJECT COSTS**

ITEM NO FROM ARKX COST ESTIMATE	ITEM DESCRIPTION	Lakeside Beyond Capacity Calculations	City of Texas (City Balance of Capacity)	UNIT	QUAN.	EST. UNIT PRICE	TOTAL AMOUNT
<b>PHASE 2A (Well + Appurtenances)</b>							
2	700 GPM Water Well			LS	1	\$2,000,000	\$2,000,000
3	Chlorine & Ahrimobus Chemical Injection	33.33%	48.00%	LS	2	\$25,000	\$25,000
4	Phase 2 Yard Piping			LS	1	\$25,000	\$25,000
8	Aux Generator for Water Well			LS	2	\$150,000	\$150,000
	<b>Total Cost</b>						<b>\$2,210,000</b>
<b>PHASE 2A (Tank)</b>							
5	20,000 Gallon Hydro-pneumatic Tank	52.00%	48.00%	LS	1	\$200,000	\$200,000
	<b>Total Cost</b>						<b>\$200,000</b>
1	Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond	50.00%	48.00%	LS	1	\$74,300	\$74,300
9	Misc. Project Items	52.00%	48.00%	LS	1	\$34,350	\$34,350
	<b>Total Cost</b>						<b>\$108,650</b>
	<b>Phase 2A Engineering</b>	<b>40.00%</b>	<b>60.00%</b>				<b>\$426,184</b>
	<b>Allocation</b>	<b>\$ 170,474</b>	<b>\$ 255,710</b>				
	<b>Total Hard Cost Phase 2A Incl. Contingency (15%)</b>	<b>32.00%</b>	<b>48.00%</b>				<b>\$2,806,448</b>
	<b>Allocation</b>	<b>\$ 1,508,153</b>	<b>\$ 1,300,295</b>				
	<b>Total 2A Hard Cost</b>						<b>\$2,806,448</b>
	<b>Total 2A Engineering Allocation (not incl. in Cap)</b>	<b>\$ 170,474</b>	<b>\$ 255,710</b>				
	<b>Total 2A Hard Cost Allocation</b>	<b>\$ 1,508,153</b>	<b>\$ 1,300,295</b>				
	<b>Total 2A Cost Allocation after CAP</b>	<b>\$ 1,678,628</b>	<b>\$ 1,556,005</b>				

ITEM NO FROM ARKX COST ESTIMATE	ITEM DESCRIPTION	Lakeside Beyond Capacity Calculations	City of Texas (City Balance of Capacity)	UNIT	QUAN.	EST. UNIT PRICE	TOTAL AMOUNT
<b>PHASE 2B (Ground Storage Tank &amp; Booster Pump)</b>							
6	350,000 Gallon Ground Storage Tank	52.00%	48.00%	LS	1	\$275,000	\$275,000
7	Improvements to Booster Pump Station	52.00%	48.00%	LS	1	\$150,000	\$150,000
	<b>Total Cost</b>						<b>\$1,075,000</b>
1	Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond (3% of Construction Costs)	52.00%	48.00%	LS	1	\$30,900	\$30,900
9	Misc. Project Items	52.00%	48.00%	LS	1	\$34,350	\$34,350
	<b>Total Cost</b>						<b>\$66,250</b>
	<b>Phase 2B Engineering</b>	<b>40.00%</b>	<b>60.00%</b>				<b>\$187,110</b>
	<b>Allocation</b>	<b>\$ 74,844</b>	<b>\$ 112,266</b>				
	<b>Total Hard Cost Phase 2B Incl. Contingency (15%)</b>						<b>\$1,251,788</b>
	<b>Total Allocation</b>	<b>\$ 651,978</b>	<b>\$ 601,818</b>				
	<b>Total 2B Hard Cost</b>						<b>\$1,251,788</b>
	<b>Total Engineering Allocation (not incl. in Cap)</b>	<b>\$ 74,844</b>	<b>\$ 112,266</b>				
	<b>Total 2A Hard Cost Allocation</b>	<b>\$ 1,144,082</b>	<b>\$ 109,705</b>				
	<b>Total 2A Cost Allocation after CAP</b>	<b>\$ 1,218,926</b>	<b>\$ 711,971</b>				
	<b>Total Project Hard Cost Allocation</b>	<b>\$ 2,660,215</b>	<b>\$ 1,500,000</b>				<b>\$4,160,215</b>
	<b>Total Engineering Fee Allocation</b>	<b>\$ 245,318</b>	<b>\$ 267,970</b>				<b>\$ 513,288</b>
	<b>Total Project Allocation</b>	<b>\$ 2,895,533</b>	<b>\$ 1,767,970</b>				<b>\$4,663,503</b>

**EXHIBIT "B"**  
**PROJECT PHASES – FM 517 WATER PLANT**

**Phase 1** is the existing water plant which consists of the following:

- A surface water meter station which supports full buildout of the service area. This installation is fully complete
- A ground storage tank that is 67,500 gallons which supports 337 total connections.
- A 5,000 gallon hydropneumatics tank that supports approximately 250 connections
- A booster pump station that supports 418 total connections.

Phase 1 is completely constructed and operational. It is owned and operated by the City of Texas City, TX.

Phase 1 is not included in the Project which is the subject of this Agreement.

**Phase 2** - The Project which is the subject of this Agreement consists of Phase 2A and 2B as follows:

**Phase 2A** includes the following :

- Well and appurtenances: rated 700 gpm well with chlorine & ammonia chemical injection, piping, auxiliary generator – this water well will provide backup water supply at a rate of 0.35gpm to 2,000 connections.
- Tank: 20,000 gal Hydropneumatic pressurized water tank – this tank will provide for 1,000 total water connections. This tank may replace the existing 5,000 gal or operate in conjunction with the existing tank, at the option of the City.
- Miscellaneous costs: Mobilization, performance & payment bonds, one year maintenance bonds

**Phase 2B** includes the following:

- 350,000gal Ground Storage Water Tank – this tank in conjunction with the existing tank would provide storage for a total of 2,087 connections.
- Expansion of Booster Station – addition of two booster pumps at 500 gpm each – in conjunction with the existing pumps would provide capacity for 1046 connections.
- Miscellaneous costs: Mobilization, performance & payment bonds, one year maintenance bonds

Phase 2A and 2B shall be designed together as a cohesive expansion of the existing water plant, but may be issued for bids and/or constructed either separately or together as decided by the City, the Developer and the District.

**Phase 3** – A future Phase 3 will be necessary to build out the water plant to provide for the ultimate projected buildout of 1,986 total connections in its service area. Phase 3 for ultimate buildout would include at least one additional 20,000 gal hydropneumatic pressurized water tank and an upgrade to the booster station. Phase 3 is not included in the Project which is the subject of this Agreement.



*Texas City*



EST. 1911



## Starwood Land – Developer Highlights



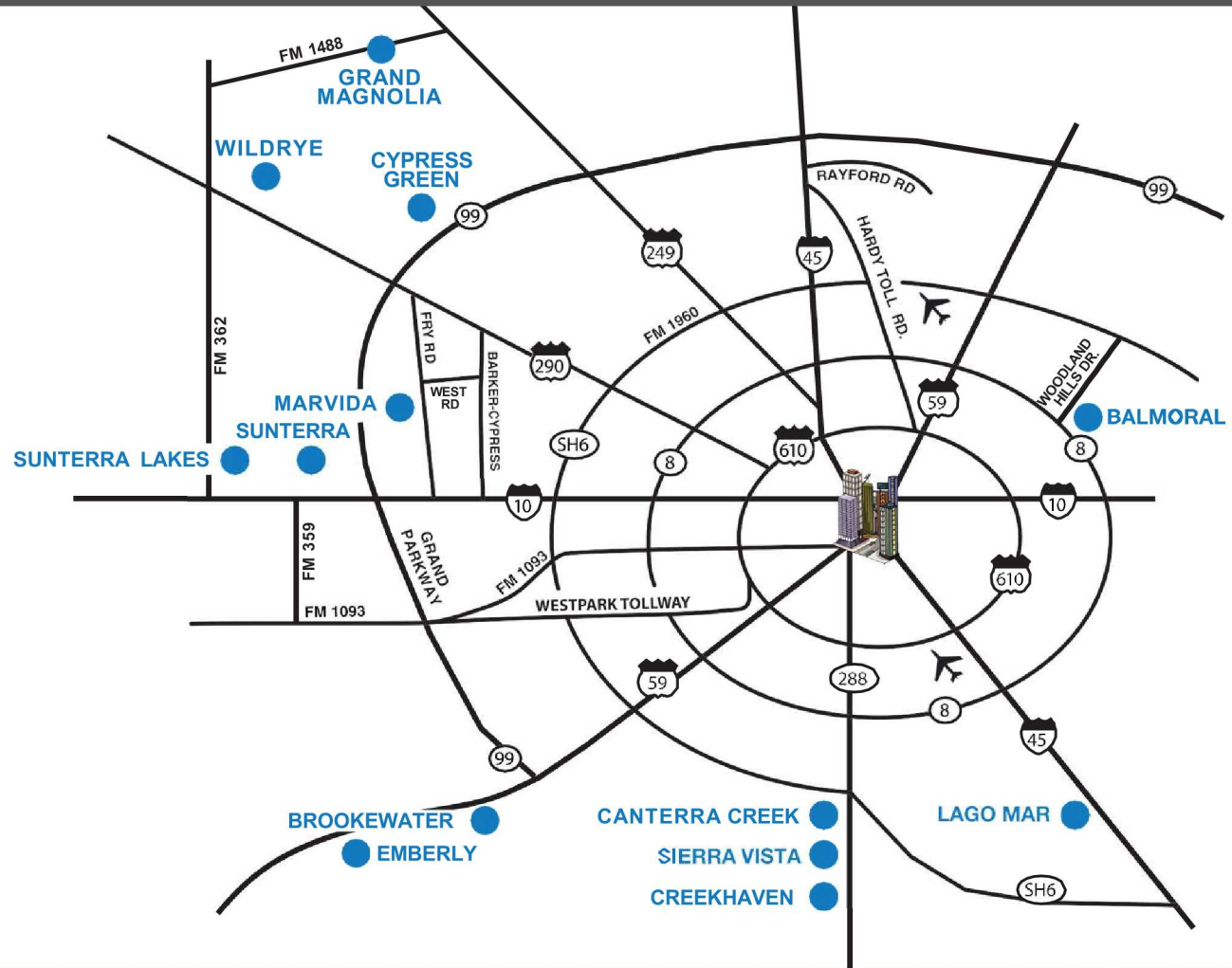
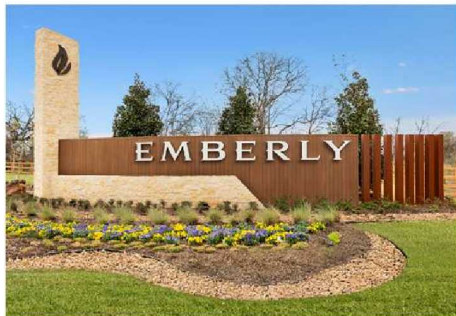
### Developer Highlights

- National developer - Florida, Texas, California
- Almost \$4 billion in residential land sales since 2007
- 50,000+ lots sold in over 100 communities in 11 states
- Developer of Sunterra, #1 selling master planned community in Texas for 3 years
- Investment focus is on the acquisition of large residential master-planned communities, mixed-use projects, land entitlement, and development



\*Photos shown are prior communities developed in various states

# Starwood Land – Houston Experience



# Starwood Land in Texas City – Lago Mar



\*Amenities shown is representative only. Not actual plan for Lakeside Bayou. No lagoon to be constructed at Lakeside Bayou due to proximity .

## Starwood Land in Texas City – Lago Mar

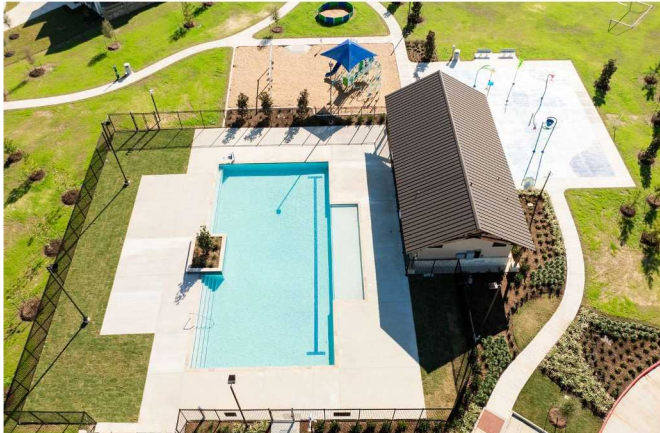


# LAGO MAR

- Home to the largest Crystal Lagoon in Texas
- Blue Lagoon Bar and Grill, Buc-ee's, Tanger Outlet mall, H-E-B coming soon
- 17 of Nation's Top Homebuilders
- Homes from the \$200s - \$500s
- Community Information Center open 7 days a week
- On-site elementary under construction



# Starwood Land Case Study – Canterra Creek



\*Amenities shown is representative only. Not actual plan for Lakeside Bayou. Canterra Creek is a project similar in size and scale to Lakeside Bayou

# Starwood Land / Texas City



\*Home Builder Photography is representative only. Subject to change.

<b>Preliminary Development Schedule - Lakeside Bayou</b>	
<b>Task Name</b>	<b>Date</b>
Phase 1 Breakground	Jan-26
Phase 1 Detention Start	Feb-26
Projected Water Plant Start	Feb-26
Phase 1 Detention Finish	Nov-26
Phase 1 Substantial Completion	Nov-26



**ASSIGNMENT AND ASSUMPTION OF  
COST SHARING AGREEMENT FOR WATER PLANT IMPROVEMENTS**

THE STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF GALVESTON           §

This **ASSIGNMENT AND ASSUMPTION OF COST SHARING AGREEMENT FOR WATER PLANT IMPROVEMENTS** (the “*Assignment*”) is executed effective as of the \_\_\_\_ day of November, 2025, by and between **LAKESIDE BAYOU, LLC**, a Texas limited liability company (the “*Assignor*”), and **[NAME OF STARWOOD LAND SPE TO BE INSERTED]** (the “*Assignee*”).

RECITALS

WHEREAS, Assignor, the City of Texas City, Texas (“*City*”), and Galveston County Municipal Utility District No. 53 (the “*District*”) entered into that certain Cost Sharing Agreement for Water Plant Improvements dated March 20, 2024 (the “*Cost Sharing Agreement*”), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, Assignor is the “Developer” under the Cost Sharing Agreement, and desires to assign all of its rights and obligations under the Cost Sharing Agreement to Assignee; and

WHEREAS, Assignee desires to assume all rights and obligations of Assignor under the Cost Sharing Agreement.

NOW, THEREFORE, for good and valuable consideration paid to Assignor by Assignee, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Assignor hereby grants, sells, assigns and conveys to Assignee, effective as of the date hereof, all of Assignor’s rights, titles, interests in, and obligations under the Cost Sharing Agreement.
2. **Assumption.** Assignee hereby accepts, assumes and agrees to pay, perform and discharge in accordance with the terms thereof, all of the duties, liabilities and obligations of Assignor under the Cost Sharing Agreement.
3. **Representations.** Assignor represents and warrants that the copy of the Cost Sharing Agreement attached hereto is true, correct and complete, has not been further amended, is in full force and effect, and that Assignor is not currently in default under any of the terms and provisions of the Cost Sharing Agreement. Assignor further represents and covenants to Assignee that it has full authorization and authority to enter into this Assignment.

4. Mutual Indemnification. Assignor shall indemnify, defend, and hold harmless Assignee from and against any liability for all obligations arising prior to the date hereof under the Cost Sharing Agreement. Assignee shall indemnify, defend, and hold harmless Assignor from and against any liability for all obligations arising from and after the date hereof under the Cost Sharing Agreement.

5. Governing Law and Venue. This Assignment is being executed and delivered, and is intended to be performed, in the State of Texas, and the laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Assignment. This Assignment is performable in, and the exclusive venue for any action brought with respect hereto, shall lie in Galveston County, Texas.

6. Change of Address for Developer. As required by Section 6.02 of the Cost Sharing Agreement, new contact information for the Developer is as follows:

[REDACTED]  
[REDACTED]  
[REDACTED]  
Attn: [REDACTED]  
Email: [REDACTED]

7. Multiple Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8. Approvals and Consents. Assignor agrees to reasonably cooperate with Assignee in the execution of any additional documents or instruments that may be reasonably required to evidence the provisions and intent of this Assignment.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date and year first written above.

**ASSIGNOR:**

LAKESIDE BAYOU, LLC,  
a Texas limited liability company

By: United Development Funding, L.P.,  
a Delaware limited partnership  
Its: Managing Member

By: United Development Funding, Inc.,  
a Delaware corporation  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**

[STARWOOD LAND SPE TO BE INSERTED]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONSENT OF CITY**

The undersigned, being the "City" pursuant to the Agreement, does hereby join in the execution hereof for the purpose of providing its written consent to this Assignment pursuant to the terms of Section 4.04 of the Agreement.

**THE CITY:**

CITY OF TEXAS CITY, TEXAS.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

**EXHIBIT A**

*Cost Sharing Agreement*

See attached.

**RESOLUTION NO. 2025-109**

**A RESOLUTION APPROVING THE ASSIGNMENT OF THE COST SHARE AGREEMENT BETWEEN LAKESIDE BAYOU, LLC, GCMUD 53 AND THE CITY OF TEXAS CITY TO THE TBF-SPE AFFILIATE OF LAND STRATEGIES MANAGEMENT, LLC D/B/A STARWOOD LAND UPON CERTAIN CONDITIONS AND FURTHER PROVIDING THEREWITH.**

---

**WHEREAS**, the Lakeside Bayou Subdivision, f/k/a Southlake Subdivision, received preliminary zoning approval from the City Commission on August 18, 2021 following all required public hearings and notices, which preliminary zoning approval has been extended by the City Commission until August 18, 2026; and

**WHEREAS**, the developer, Lakeside Bayou LLC, of the Lakeside Bayou Subdivision, and Land Strategies Management, LLC, d/b/a Starwood Land, are parties to an agreement for the purchase of the totality of the Lakeside Bayou Subdivision by a To Be Form Single Purpose Entity (TBF-SPE) affiliate of Starwood Land whereby Starwood Land would promptly undertake the construction of the Lakeside Bayou Subdivision in accordance with all existing approvals by the Planning Board, Zoning Commission and City Commission and in accordance with all approved construction plans; and

**WHEREAS**, the purchaser, Land Strategies Management, LLC d/b/a Starwood Land is well known to Texas City and experienced with development in Texas City through the development of the Lago Mar Subdivision as a planned community in accordance with Texas City ordinances, policies and procedures; and

**WHEREAS**, the purchaser, Starwood Land, has indicated an intent to break ground and begin construction of infrastructure improvements for Phase I of the Lakeside Bayou Subdivision in accordance with all existing approvals on or before January 2026 and estimates completion of construction of said Phase I by November 2026; and

**WHEREAS**, the seller, Lakeside Bayou LLC, is party to that certain Cost Share Agreement dated March 20, 2024 with GCMUD 53 and the City of Texas City for the construction of an expansion to the FM 517 Water Plant, which expansion is necessary to serve Phase II and following of the Lakeside Subdivision; and

**WHEREAS**, the buyer, Starwood Land, desires to replace Lakeside Bayou, LLC by assignment of the cost share agreement; and

**WHEREAS**, the assignment of the cost share agreement is a condition for the closing of the sale from Lakeside Bayou, LLC to the TBF-SPE affiliate of Starwood Land; and

**WHEREAS**, staff offer no objection to the assignment subject to the actual closing of the sale from Lakeside Bayou, LLC to a TBF-SPE affiliate of Starwood Land, upon verification of the capacity and worthiness of said affiliate to perform the obligations of the Cost Share Agreement.

**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 authorizes assignment of that certain Cost Share Agreement dated March 20, 2024 with Lakeside Bayou, LLC and GCMUD 53 and the City of Texas City for the construction of an expansion to the FM 517 Water Plant to the TBF-SPE affiliate of Starwood Land subject to the actual closing of the sale from Lakeside Bayou LLC to the TBF-SPE affiliate of Starwood Land and upon verification of the capacity and worthiness of the affiliate to perform the obligations of the Cost Share Agreement.

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

**PASSED AND ADOPTED this 15th day of October 2025.**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

\_\_\_\_\_  
Kyle L. Dickson  
City Attorney

## CITY COMMISSION REGULAR MTG

(7) (e)

**Meeting Date:** 10/15/2025

approving assignment of the Preliminary Zoning Approval for the Lakeside Bayou Subdivision upon certain terms and conditions.

**Submitted For:** Kim Golden, Transportation and Planning

**Submitted By:** Curt Kelly, Transportation and Planning

**Department:** Transportation and Planning

---

### Information

#### ACTION REQUEST

Consider and take action on Resolution No. 2025-110, approving assignment of the Preliminary Zoning Approval for the Lakeside Bayou Subdivision located west of FM 3436, south of FM646 and north of FM 517 as extended through August 18, 2026 by City Commission.

#### BACKGROUND (Brief Summary)

The Applicants, Lakeside Bayou, LLC and Land Strategies Management, LLC d/b/a Starwood Land, are parties to an agreement whereby Lakeside Bayou, LLC will sell to a to be formed single purpose entity (TBF-SPE) affiliate of Land Strategies Management, LLC d/b/a Starwood Land the totality of the Lakeside Bayou Subdivision for build out in accordance with the approved master plan, preliminary zoning approval, plats and construction plans previously approved by the Planning Board, Zoning Commission and City Commission as applicable. The co-applicants anticipate closing of the purchase and sale transaction in November 2025. Land Strategies Management, LLC d/b/a Starwood Land indicates it intends to proceed with construction of the infrastructure improvements for Phase I in January 2026.

Lakeside Bayou Subdivision is part of a master-planned mixed-use development located south of FM 646 and west of FM 3436. It is approved to develop approximately 438 acres into 1,200 single family lots and approximately 15 acres adjacent to FM 3436 and FM 517 for commercial development. Lakeside Bayou Subdivision was formerly known as and approved as Southlake Subdivision. The City Commission approved the name change by resolution on August 3, 2022.

The City Commission approved the Master Plan and preliminarily approved the rezoning to District I as a Planned Unit Development for Southlake Subdivision on August 18, 2021. The preliminary zoning approval has been extended by the City Commission until August 18, 2026.

The co-applicant, Land Strategies Management, LLC d/b/a Starwood Land, is well known to Texas City. It acquired an interest in Land Tejas in approximately 2022 and has completed most of the buildout of the west side of the Lago Mar planned community since that time. Per the information provided in the agenda packet, Land Strategies Management, LLC d/b/a Starwood Land is a national developer, with projects in Florida, Texas and California, and a focus on the acquisition of large residential master-planned communities. It has almost \$4 billion in residential land sales since 2007, with more than 50,000 lots sold in over 100 communities in 11 states. In addition to the residential build out of Lago Mar, Land Strategies Management, LLC d/b/a Starwood Land is also the developer of Sunterra, which was the No. 1 selling master planned community in Texas for 3 years.

As co-applicant, Land Strategies Management, LLC d/b/a Starwood Land advises it is prepared to move forward immediately with the buildout of the shovel ready project, as is and with no changes to the approved land plan, plats or construction drawings. It anticipates breaking ground on Phase I in January 2026 and completing Phase I by November 2026.

**RECOMMENDATION**

Staff recommends approval of the assignment of the preliminary zoning approval of Lakeside Bayou Subdivision as extended through August 18, 2026 to the TBF-SPE affiliate of Starwood Land subject to closing of the purchase and sale agreement with Lakeside Bayou, LLC.

---

**Fiscal Impact**

**Funds Available Y/N:** N/A

**Amount Requested:** N/A

**Source of Funds:** N/A

**Account #:** N/A

**Fiscal Impact:**

No fiscal impact at this time

---

**Attachments**

Master Plan

Southlake PUD

Southlake PUD Exhibits

Presentation

Letter

Resolution

---



**SOUTHLAKE  
PLANNED UNIT DEVELOPMENT**

**+ 438.3 Acres**

**Prepared For:  
418 Southlake, LTD.**

**PREPARED BY:**

**META**  
PLANNING + DESIGN

24275 Katy Freeway, Suite 200  
Katy, TX 77494

APPROVED: XXXXX, 2021

## TABLE OF CONTENTS

1.	INTRODUCTION	3
2.	PROJECT DESCRIPTION	3
	Project Overview	3
	Existing Conditions	3
	Area Mobility	4
3.	ROADWAYS & CIRCULATION	4
	Neighborhood Collector	4
	Local Streets	4
	Development Agreement	4
	Director Qualifying Lots	5
4.	PROPOSED LAND USE	5
	Table 1: Composition of Land Usage	5
	Open Space/Parkland	6
	Land Uses	6
	Table 2: Land use Zones – Area Calculations	6
	Zoning	7
	Proposed Zoning	7
	Residential	7
	Commercial	7
5.	Utilities	7
	Water & Wastewater	7
	Detention	7
	Storm Drainage	7
	Flood Levels & Potential Flooding	7
6.	Exhibits	
	A. Area Map	
	B. Conceptual Land Plan	
	C. Parks & Open Space Plan	
	D. Parks & Open Space Character	

## **1. INTRODUCTION**

### **Purpose**

This application has been prepared on behalf of 418 Southlake, LTD., pursuant to the City of Texas City's ordinances related to a Planned Unit Development (PUD). The purpose of the PUD is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive development. This PUD will establish development regulations and standards that will ensure a quality development, consistent with the intent of the Texas City Subdivision and Zoning Ordinances.

## **2. PROJECT DESCRIPTION**

### **Project Overview**

Southlake is a ± 438.3 acre Master Planned Community within the City of Texas City, between FM 646 and FM 517 and west of FM 3436. The development will create a unique neighborhood with a strong sense of community. Southlake will boast serene views and ample recreational opportunity for residents with a large lake developed in the southwestern portion of the property along with various parks within the community. The project will be largely composed of residential development along with commercial sites fronting FM 517 and FM 3436 to provide an opportunity for neighborhood retail developments and/or similar commercial uses. This PUD will establish a comprehensive overview of the intended development of the project, including the necessary roadways, drainage and storm water detention improvements. These elements all work together to ensure harmonization of the functional needs of the community (storm water detention along with pedestrian and vehicular circulation) with neighborhood amenities (lakes, trails, parks, community gathering areas) and transportation opportunities (trails and roadways) for residents.

### **Existing Conditions**

As previously addressed, Southlake is located north of FM 517, south of FM 646 and west of FM 3436. Gum Bayou (an extension of the Dickinson Bayou) runs along the southwestern boundary of the property and creates a natural buffer from the existing and future development of neighboring tracts. See Location Plan Exhibit A

A CenterPoint Energy Easement runs east/west along the northern boundary of the site, but no other significant utility corridors traverse the site.

With the exception of Kranz Jr High School on FM 3436 and limited commercial uses along FM 646, the majority of the land immediately surrounding the project is either residential or undeveloped. Therefore, the proposed development is compatible with the surrounding land uses.

## **Area Mobility**

FM 646 and FM 517 provide east/west circulation to the area around Southlake, while FM 3436 provides north/south circulation.

In addition to the surrounding thoroughfares, a neighborhood collector road will be developed within the property to provide circulation in and through the development. The neighborhood collector will connect from FM 646 to FM 3436 as seen on the Southlake Conceptual Land Plan attached as Exhibit B. This road will be built in phases as the project develops over several years.

### **3. ROADWAYS & CIRCULATION**

A Traffic Impact Analysis has been completed and approved by City of Texas City and Texas Department of Transportation for Southlake. This analysis takes into account the traffic generated from the project on the surrounding roadways based on the circulation shown in the Conceptual Land Plan, Exhibit B.

#### **Neighborhood Collector**

A Neighborhood Collector road will extend from FM 646 in the north to FM 3436 along the eastern boundary. This will be a 70' wide right of way with a 37' paving section, and either a 4' wide sidewalk on both sides of the roadway, or an 8' wide multi-use path on one side of the roadway. This roadway will be built in two phases with initial access from FM 646. No single-family residential lot will access directly from this roadway. Block lengths do not apply to the Neighborhood Collector. This Neighborhood Collector will be dedicated to the City of Texas City.

Where homes are adjacent to the Neighborhood Collector, they will have a masonry fence.

#### **Local Streets**

There will be Local Streets that are internal roadways providing access to residential lots. Local Streets will have a 60' right of way with a 37' paving section. Sidewalks shall be installed by the homebuilder at the time each home is constructed. Block lengths will not be less than 300' or more than 1,200 feet. Local Streets will be dedicated to Texas City.

Within the Local Streets there may be cul de sacs. Cul de sac streets in excess of 600' in length will be limited to local traffic only and limited to a maximum of 30 lots.

#### **Development Agreement**

It is acknowledged that the land within the PUD is subject to an existing Development Agreement dated March 15, 2006 with the City (the "Initial Development Agreement"). The City and Developer confirm and agree that as of the effective date of this PUD the Initial Development Agreement is void and of no further effect. A new Development Agreement will be entered into between City and 418 Southlake, LTD, concurrent with this PUD.

## Director Qualifying Lots

The conveyance of property within the PUD to any person for the purpose of qualifying such person to be a member of the board of directors of the MUD shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City of Texas City; provided, however, no structure (except for two (2) HUD-certified manufactured homes which may be temporarily located within the PUD for the purpose of qualifying voters or directors of the MUD) shall be constructed on any property conveyed for such purpose unless and until a plat of such portion has been approved by the City.

## 4. PROPOSED LAND USE

The proposed Conceptual Land Plan for the Southlake development, as illustrated on Exhibit B, shows the preliminary location of all residential, commercial and open space/recreational areas. Density in the project based on 1200 units at full buildout would be 2.74 units per acre.

Primary access to the site will be the Neighborhood Collector road which will be built in phases as development progresses through the community. Upon completion, this new road will connect FM 646 to FM 3436 as well as provide the necessary circulation within the community. In planning for growth of this project and surrounding communities, the developer has planned for commercial sites along FM 3436 and FM 517.

The largest of the storm water detention/lake improvements will be located in the southwest portion of the tract, adjacent to Gum Bayou. The proposed infrastructure will create on-site storm water detention utilizing a permanent lake or lakes that will also be recreational amenities and open space features. A community recreation center is preliminary planned along the Neighborhood Collector road and will be easily accessible to all residents of Southlake.

In conjunction with the standards established within the PUD, the developer intends to create a quality development with cohesive design standards and deed restrictions that will result in a strong sense of community and consistent architectural theme within the project.

Table 1 below illustrates the composition of land uses proposed for the development.

**Table 1: Composition of Land Usage**

<b>Land Use</b>	<b>Total Acres (approximate)</b>	<b>Percentage (approximate)</b>
Single Family Residential	239.7	55%
Commercial	15.3	3%
Drainage and Storm Water Detention	157.5	36%
Stream	4.4	1%
Parks/Landscape/Open Space	8.3	2%
Collector Right-of-way	13.1	3%
<b>TOTAL</b>	<b>438.3</b>	<b>100%</b>

## Open Space/ Parkland Dedication

Significant recreational space, landscape and open space will be included within the Southlake PUD. In total, over 40 percent of the overall community is planned to be developed into lakes, storm water detention, parks and/or other open spaces. This includes, as preliminarily planned, an approximately 130-acre lake that provides storm water detention along Gum Bayou in the southwestern portion of the community. The recreation center, with proximity to the lake, will create an oasis for residents to relax and enjoy time with family and neighbors. Smaller pocket parks are proposed for various locations within the residential areas with convenient access for residents as shown on Exhibit C and Exhibit D.

The City of Texas City parks and open space requirement states that one half acre for every 200 proposed dwelling units to be dedicated to the City for the use of parks. Based on the estimated number of single-family residences, the project will be required to provide 4.8 acres of park land. Compliance with the parks and open space requirements for land dedication will be accomplished by constructing numerous parks throughout the community including linear parks, and neighborhood parks. There will also be a private recreational center for the residents of the community. This private facility will start construction no later than with the 300<sup>th</sup> home and be completed no later than the completion of 500<sup>th</sup> home. Neighborhood (pocket parks) will have sidewalks and planted open space areas suitable for impromptu games. Trails and linear parks are planned to have pathways, seating areas, and an exercise circuit track. See Exhibit D.

Other neighborhood amenities will consist of entry monumentation at both FM 646 and FM 3436. Wet bottomed amenity/detention ponds with aeration to prevent stagnant water. Recreational opportunities at the large lake at the southwestern end of the project.

Pipeline easements, drainage easements and other areas not already included as open space will, when possible, be incorporated into the community open space plan for use as pedestrian corridors and greenbelts. These areas will then be maintained by the Home Owner's Association or the District.

## Land Uses

The Southlake PUD will be divided into two land use zones.

1. Residential
2. Commercial

Table 2 below illustrates the total areas within each zone.

**Table 2: Land Use Zones – Area Calculations**

Land Use	Total Acres	Percentage
Residential	239.7	55%
Commercial	15.3	4%

## Zoning

The existing zoning district for the subject property is Single Family Residential A-1 and Open Space. The surrounding undeveloped property is currently also zoned as Single Family Residential A-1 and Open Space.

**Proposed Zoning**

Each of the proposed land uses have been assigned zoning district categories consistent with the current Texas City Zoning Ordinance regulations as of the date of this document.

**Residential**

The following is the percentage breakdown of the Residential Lots within Southlake:

Lot Size (Zoning Designation)	% of Total Residential Lots
45' x 120' (A-2)	10%
50' x 120' (A)	40%
60' x 120' (A)	40%
70' x 120' (A-1)	10%

All one-story homes shall be 3 sides masonry (includes brick, stone and stucco). For two-story homes, the requirement will be 3 sides masonry on the first floor with a minimum of 60% masonry overall.

Homes adjacent to the lake detention area will have open decorative fencing in lieu of standard good neighbor fencing.

**Commercial**

There will also be 15.3 acres of Commercial land. This land will conform to District E General Business (this includes any permitted use in O-P, D, D-1) along with the following uses from E-3, E-4, and LGBD as follows: plant nursery and greenhouses, lumber yards, miniwarehouses, convenience stores/gas stations.

Zoning districts shall be regulated on the basis of the total gross acreage of the project. The zoning district and/or land uses may be altered increased or decreased by up to five percent (5%) by the developers without further approval from the Planning and Zoning Commission or City Commission. This increase shall be applied to the 1200 single family residential lot count and the 15.3 acres of commercial land. The percentage land use area change is required to ensure the success of the development by maintaining the flexibility to modify land use sizes in response to changes in economic and market conditions. This ability to vary the percentage of land use will allow the project to remain competitive in the real estate market over the life of the project and the ability to adjust to market needs in a timely manner.

Land uses may be relocated within the boundaries of the PUD provided they conform to the Texas City requirements for such changes as outlined in this document.

## **5. UTILITIES**

### **Water & Wastewater**

All water and sewer utilities for the development will be provided by the City of Texas City. The City has adequate wastewater collection and treatment capacity for the project. Any upgrades and/or improvements will be addressed in the Development Agreement or the Utility Services Agreement entered into between Developer, City and District as applicable, for the project to be approved concurrently with this PUD.

### **Detention**

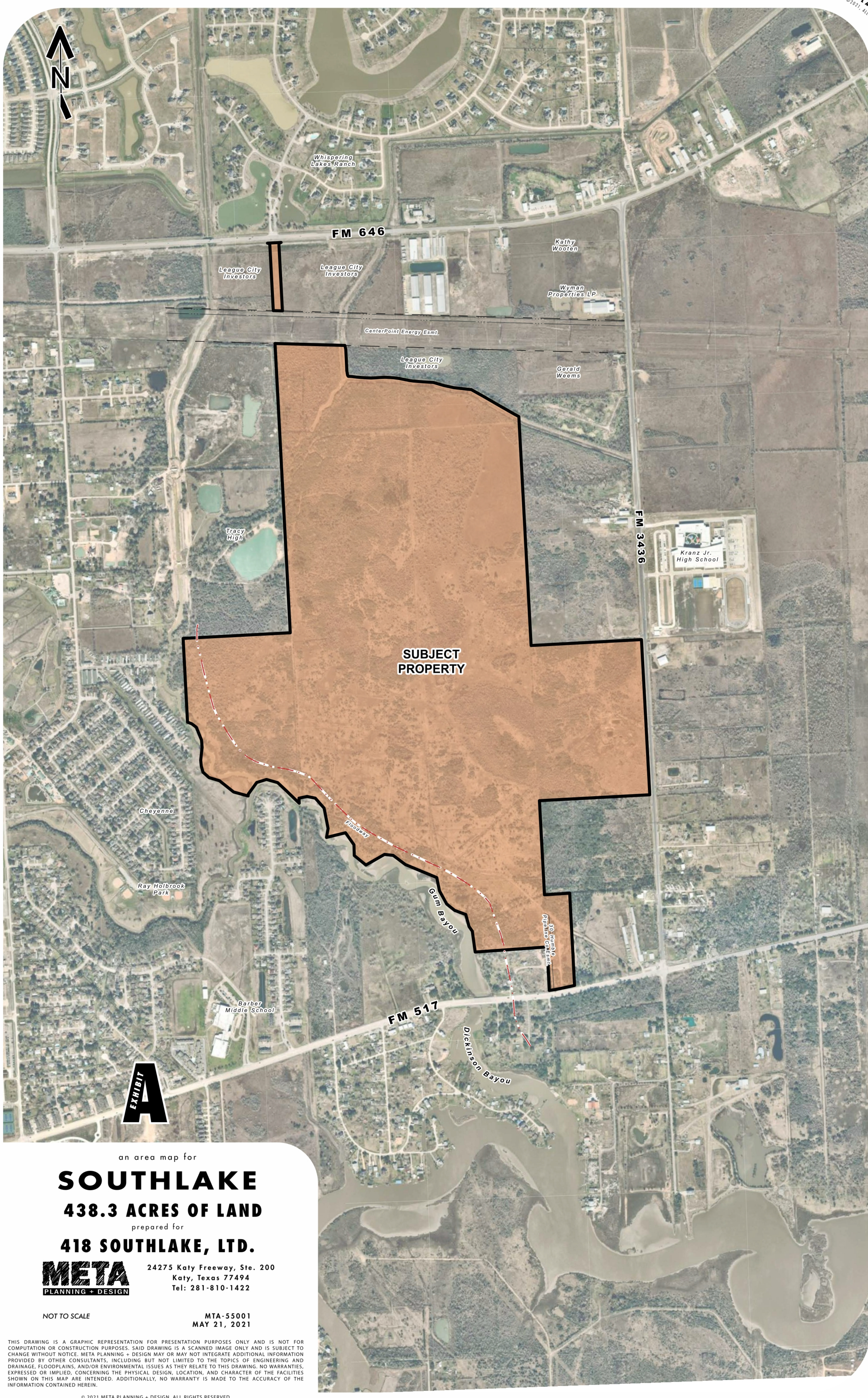
It is contemplated that on-site storm water detention will be provided throughout the project utilizing permanent lakes. One or more of these lakes may be conveyed to the City of League City, Galveston County or other regional entity in fee simple for the purposes of implementing post-Hurricane Harvey regional drainage and detention improvements. Any such conveyance shall require written consent from the City of Texas City. Galveston County Municipal Utility District No. 53 shall maintain the detention areas and may enter into a maintenance cost-sharing agreement with the appropriate entity for their portion of the maintenance expenses.

### **Storm Drainage**

The project will utilize a number of detention basins along with a large lake to detain storm water runoff for the project. There will be a series of swales, culverts, and roadway conveyance systems that will move storm water runoff to these basins. The storm water will discharge into Gum Bayou and ultimately drain into Galveston Bay. A drainage study for the project has been completed and approved by the City of Texas City.

### **Flood Levels and Potential Flooding**

The tract is entirely located within zone AE based on the FEMA Flood Insurance Rate Map number 48167C0235G. Development located within zone AE will be raised above the base flood elevations.



**SUBJECT  
PROPERTY**

**EXHIBIT  
A**

an area map for  
**SOUTHLAKE**  
**438.3 ACRES OF LAND**  
prepared for  
**418 SOUTHLAKE, LTD.**

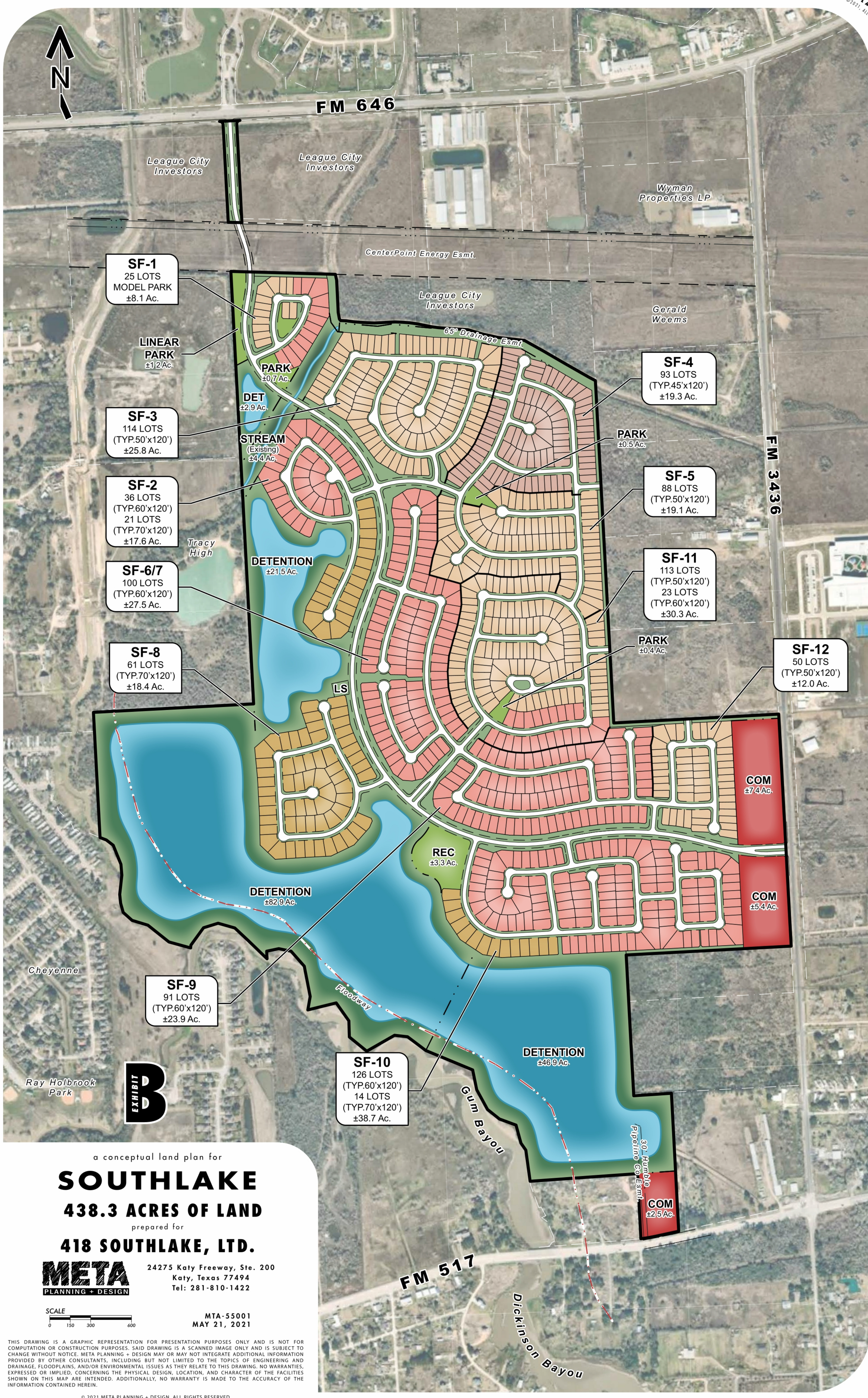
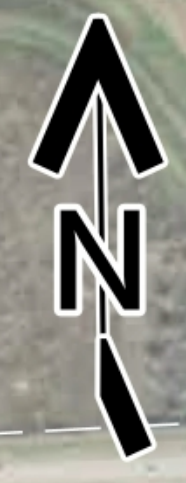


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Tel: 281-810-1422

NOT TO SCALE

MTA-55001  
MAY 21, 2021

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**SF-1**  
25 LOTS  
MODEL PARK  
±8.1 Ac.

**LINEAR PARK**  
±1.2 Ac.

**SF-3**  
114 LOTS  
(TYP.50'x120')  
±25.8 Ac.

**SF-2**  
36 LOTS  
(TYP.60'x120')  
21 LOTS  
(TYP.70'x120')  
±17.6 Ac.

**SF-6/7**  
100 LOTS  
(TYP.60'x120')  
±27.5 Ac.

**SF-8**  
61 LOTS  
(TYP.70'x120')  
±18.4 Ac.

**SF-9**  
91 LOTS  
(TYP.60'x120')  
±23.9 Ac.

**SF-10**  
126 LOTS  
(TYP.60'x120')  
14 LOTS  
(TYP.70'x120')  
±38.7 Ac.

**SF-4**  
93 LOTS  
(TYP.45'x120')  
±19.3 Ac.

**SF-5**  
88 LOTS  
(TYP.50'x120')  
±19.1 Ac.

**SF-11**  
113 LOTS  
(TYP.50'x120')  
23 LOTS  
(TYP.60'x120')  
±30.3 Ac.

**SF-12**  
50 LOTS  
(TYP.50'x120')  
±12.0 Ac.

**COM**  
±7.4 Ac.

**COM**  
±5.4 Ac.

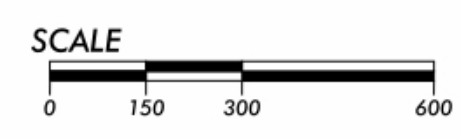
**COM**  
±2.5 Ac.

**EXHIBIT B**

a conceptual land plan for  
**SOUTHLAKE**  
**438.3 ACRES OF LAND**  
prepared for  
**418 SOUTHLAKE, LTD.**

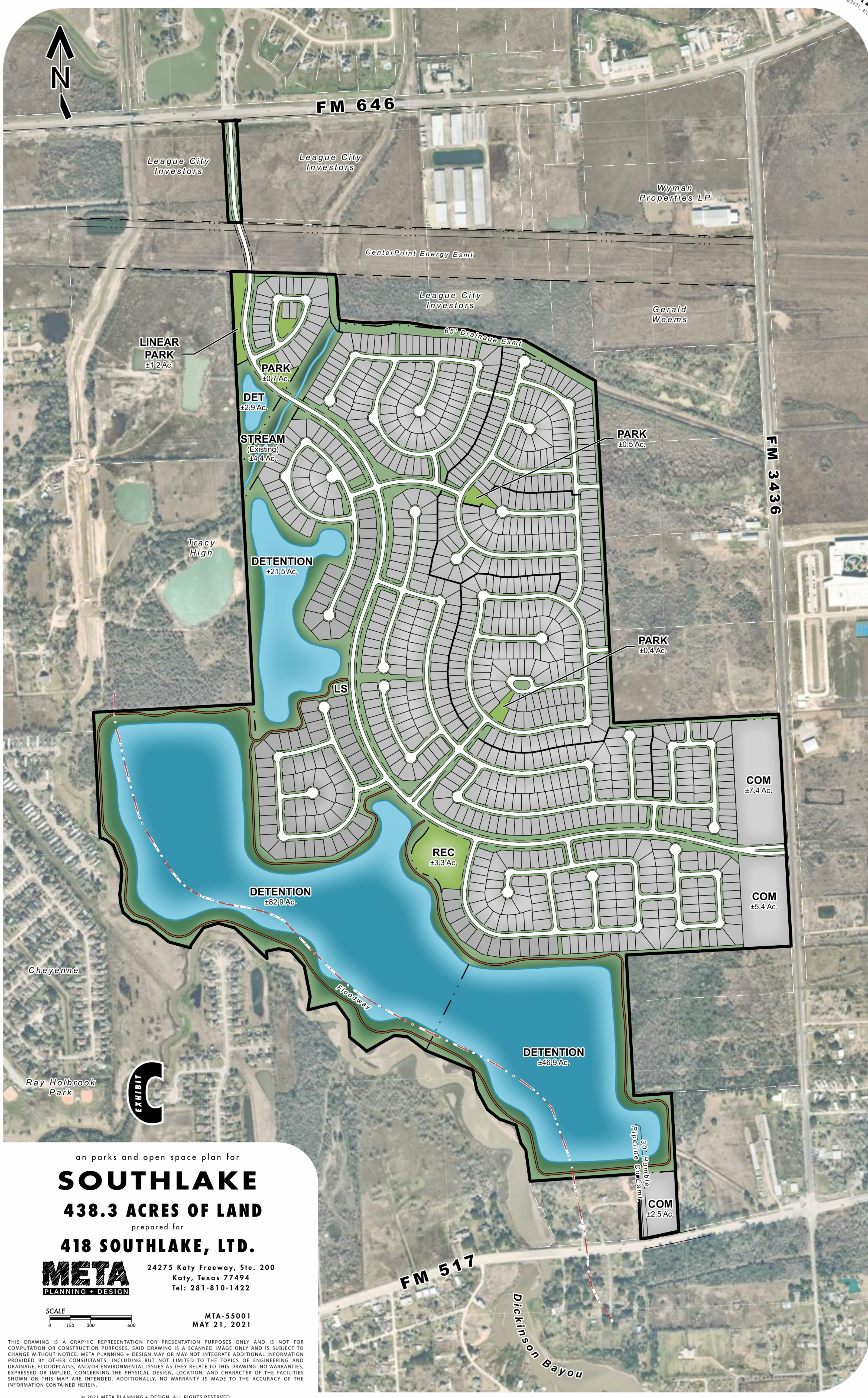
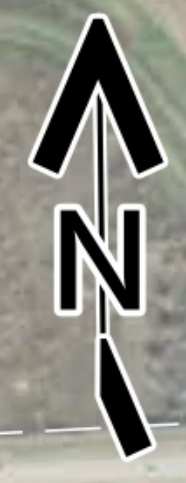


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MAY 21, 2021

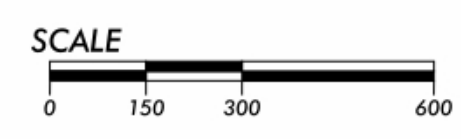
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an parks and open space plan for  
**SOUTHLAKE**  
**438.3 ACRES OF LAND**  
prepared for  
**418 SOUTHLAKE, LTD.**



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Katy, Texas 77494  
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MTA-55001  
MAY 21, 2021

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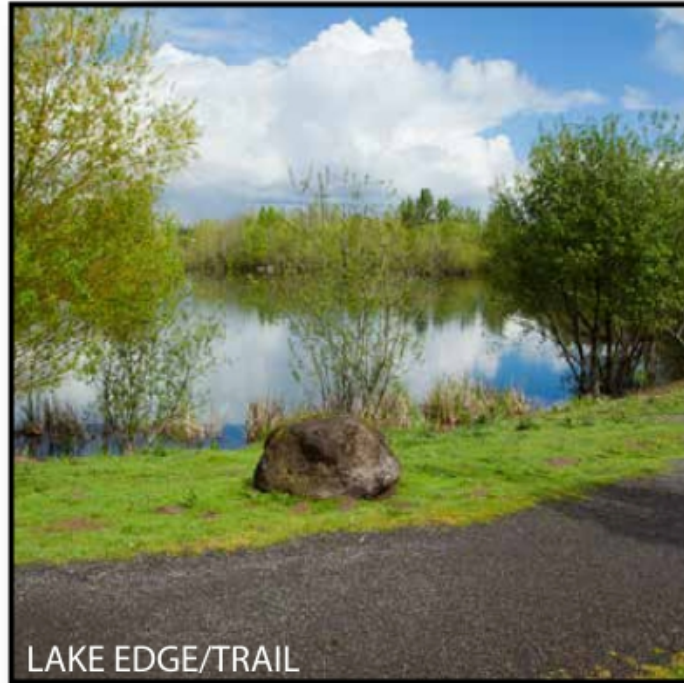
NEIGHBORHOOD GARDEN



LITTLE FREE LIBRARY



LAKE EDGE/TRAIL



LAKE EDGE/TRAIL



FIELDS



PLAYGROUND



LAKE EDGE



FITNESS CIRCUIT

a park and openspace character for  
**SOUTHLAKE**  
**438.3 ACRES OF LAND**  
prepared for  
**418 SOUTHLAKE, LTD.**

**EXHIBIT D**

**META**  
PLANNING + DESIGN

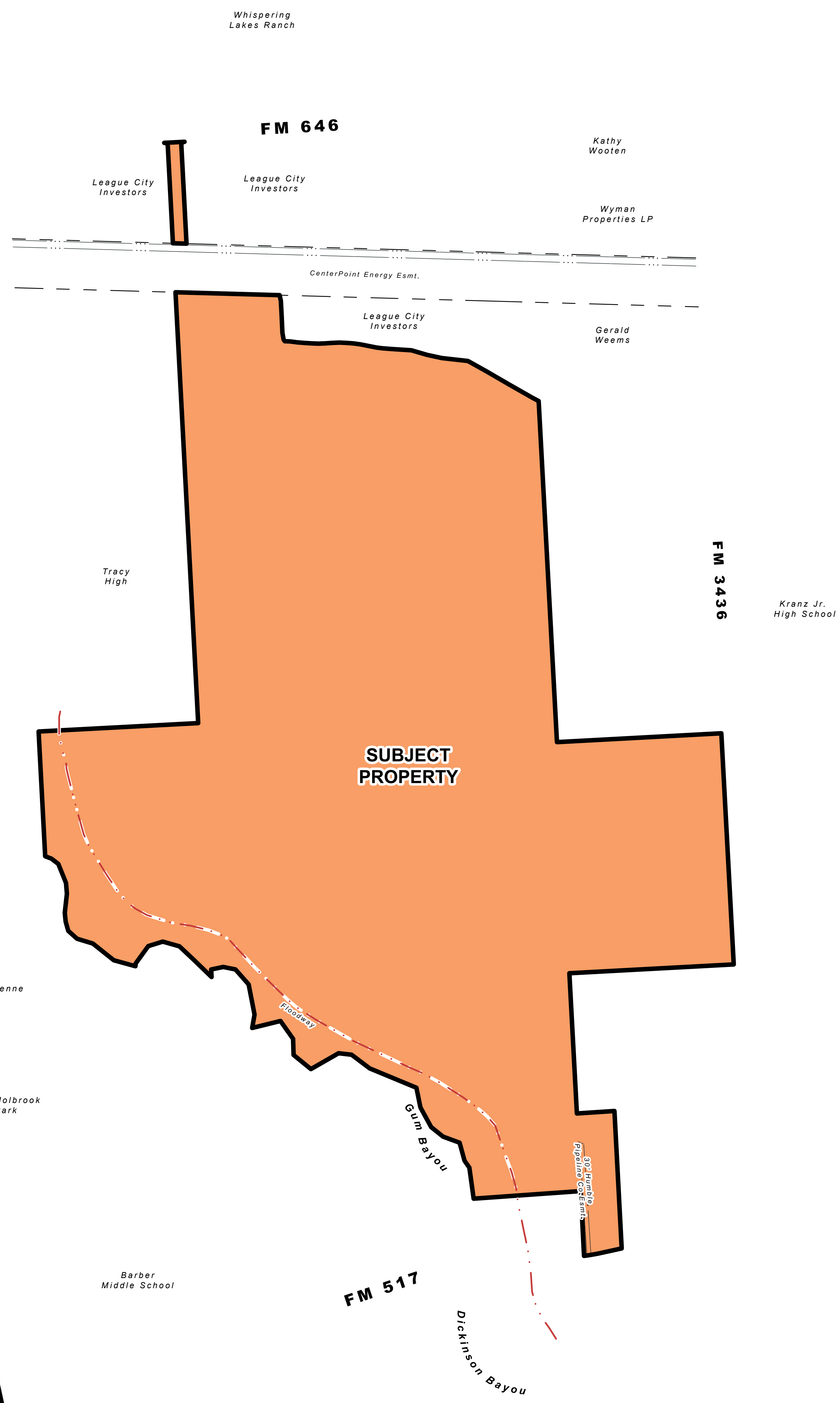
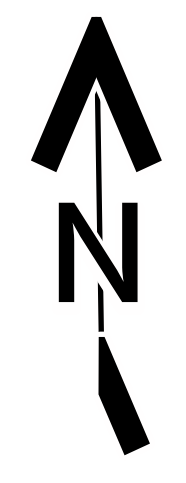
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SCALE: NTS

MTA-55001  
JUNE 01, 2021

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# EXHIBIT A

an area map for  
**SOUTHLAKE**  
**4438.3 ACRES OF LAND**  
 prepared for  
**418 SOUTHLAKE, LTD.**

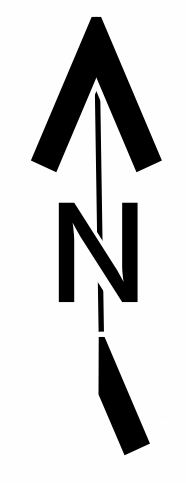


24275 Katy Freeway, Ste. 200  
 Katy, Texas 77494  
 Tel: 281-810-1422

NOT TO SCALE

MTA-55001  
 MAY 21, 2021

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FM 646

League City Investors

League City Investors

Wyman Properties LP

CenterPoint Energy Esmt.

**SF-1**  
25 LOTS  
MODEL PARK  
±8.1 Ac.

**LINEAR PARK**  
±1.2 Ac.

**SF-3**  
114 LOTS  
(TYP.50'x120')  
±25.8 Ac.

**SF-2**  
36 LOTS  
(TYP.60'x120')  
21 LOTS  
(TYP.70'x120')  
±17.6 Ac.

**SF-6/7**  
100 LOTS  
(TYP.60'x120')  
±27.5 Ac.

**SF-8**  
61 LOTS  
(TYP.70'x120')  
±18.4 Ac.

**SF-9**  
91 LOTS  
(TYP.60'x120')  
±23.9 Ac.

**SF-10**  
126 LOTS  
(TYP.60'x120')  
14 LOTS  
(TYP.70'x120')  
±38.7 Ac.

**SF-4**  
93 LOTS  
(TYP.45'x120')  
±19.3 Ac.

**PARK**  
±0.5 Ac.

**SF-5**  
88 LOTS  
(TYP.50'x120')  
±19.1 Ac.

**SF-11**  
113 LOTS  
(TYP.50'x120')  
23 LOTS  
(TYP.60'x120')  
±30.3 Ac.

**PARK**  
±0.4 Ac.

**SF-12**  
50 LOTS  
(TYP.50'x120')  
±12.0 Ac.

FM 3436

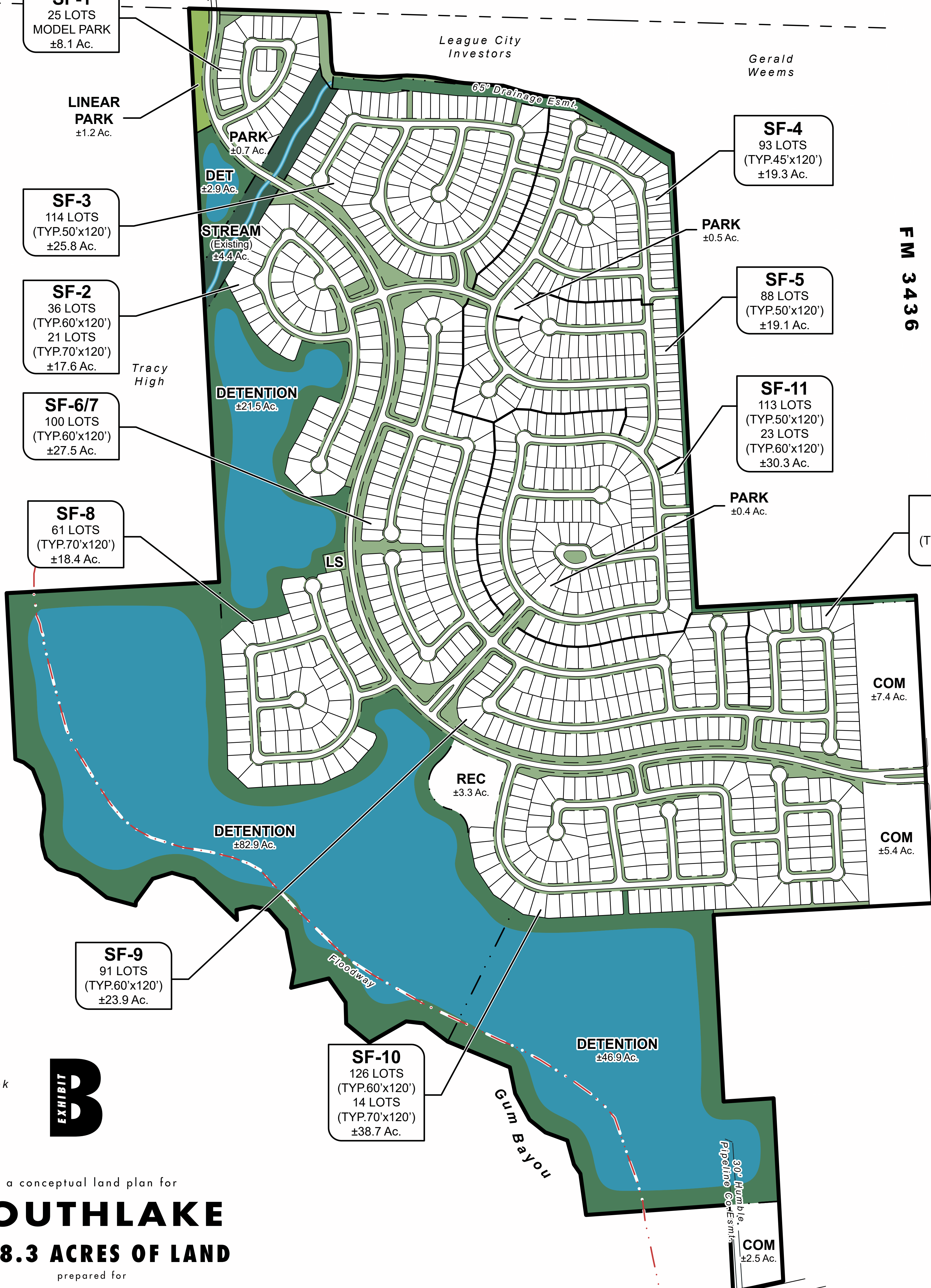
**COM**  
±7.4 Ac.

**COM**  
±5.4 Ac.

**COM**  
±2.5 Ac.

FM 517

Dickinson Bayou



Cheyenne

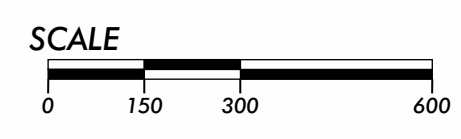
Ray Holbrook Park

**EXHIBIT B**

a conceptual land plan for  
**SOUTHLAKE**  
**4438.3 ACRES OF LAND**  
prepared for  
**418 SOUTHLAKE, LTD.**

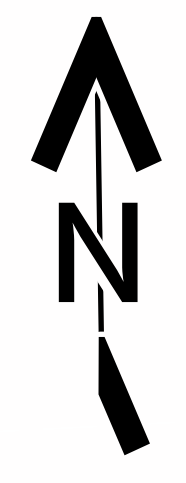


24275 Katy Freeway, Ste. 200  
Katy, Texas 77494  
Tel: 281-810-1422



MTA-55001  
MAY 21, 2021

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FM 646

League City Investors

League City Investors

Wyman Properties LP

CenterPoint Energy Esmt.

League City Investors

Gerald Weems

65' Drainage Esmt.

LINEAR PARK  
±1.2 Ac.

PARK  
±0.7 Ac.

DET  
±2.9 Ac.

STREAM  
(Existing)  
±4.4 Ac.

PARK  
±0.5 Ac.

FM 3436

Tracy High

DETENTION  
±21.5 Ac.

PARK  
±0.4 Ac.

COM  
±7.4 Ac.

REC  
±3.3 Ac.

COM  
±5.4 Ac.

Cheyenne

DETENTION  
±82.9 Ac.

DETENTION  
±46.9 Ac.

30" Humble  
Pipeline Co-estm't

COM  
±2.5 Ac.

Ray Holbrook Park



an parks and open space plan for

# SOUTHLAKE

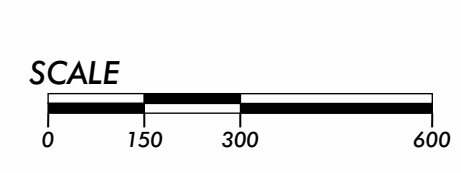
## 4438.3 ACRES OF LAND

prepared for

### 418 SOUTHLAKE, LTD.



24275 Katy Freeway, Ste. 200  
Katy, Texas 77494  
Tel: 281-810-1422



MTA-55001  
MAY 21, 2021

FM 517

Dickinson Bayou

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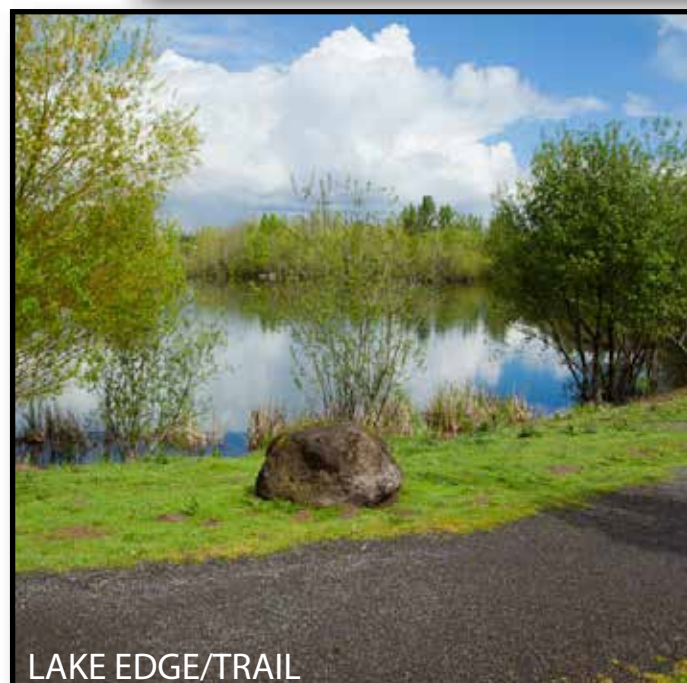
NEIGHBORHOOD GARDEN



LITTLE FREE LIBRARY



LAKE EDGE/TRAIL



LAKE EDGE/TRAIL



FIELDS



PLAYGROUND



LAKE EDGE



FITNESS CIRCUIT

a park and openspace character for  
**SOUTHLAKE**  
**4438.3 ACRES OF LAND**  
prepared for  
**418 SOUTHLAKE, LTD.**

EXHIBIT **D**

**META**  
PLANNING + DESIGN

24275 Katy Freeway, Ste. 200  
Katy, Texas 77494  
Tel: 281-810-1422

SCALE: NTS

MTA-55001  
JUNE 01, 2021

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*Texas City*



EST. 1911



## Starwood Land – Developer Highlights



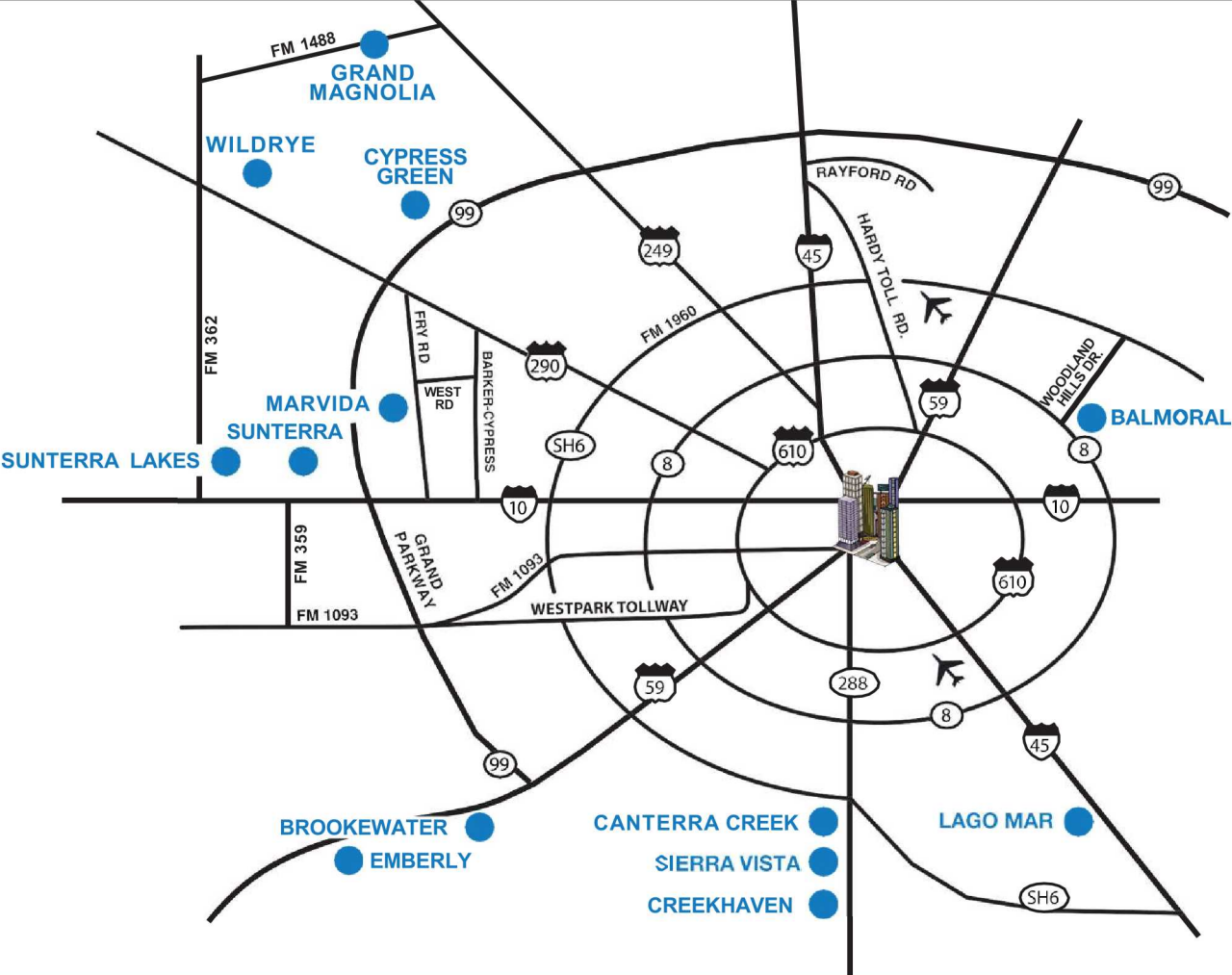
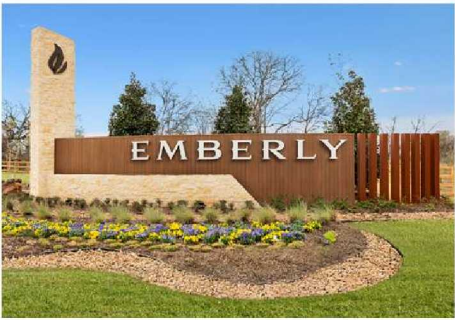
### Developer Highlights

- National developer - Florida, Texas, California
- Almost \$4 billion in residential land sales since 2007
- 50,000+ lots sold in over 100 communities in 11 states
- Developer of Sunterra, #1 selling master planned community in Texas for 3 years
- Investment focus is on the acquisition of large residential master-planned communities, mixed-use projects, land entitlement, and development



\*Photos shown are prior communities developed in various states

# Starwood Land – Houston Experience



# Starwood Land in Texas City – Lago Mar



\*Amenities shown is representative only. Not actual plan for Lakeside Bayou. No lagoon to be constructed at Lakeside Bayou due to proximity .

## Starwood Land in Texas City – Lago Mar

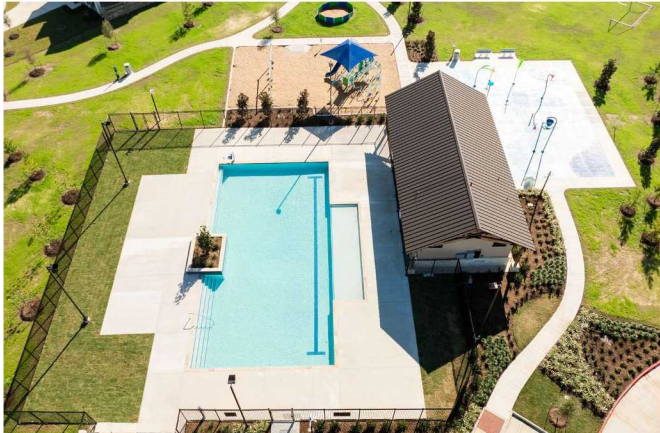


# LAGO MAR

- Home to the largest Crystal Lagoon in Texas
- Blue Lagoon Bar and Grill, Buc-ee's, Tanger Outlet mall, H-E-B coming soon
- 17 of Nation's Top Homebuilders
- Homes from the \$200s - \$500s
- Community Information Center open 7 days a week
- On-site elementary under construction



# Starwood Land Case Study – Canterra Creek



\*Amenities shown is representative only. Not actual plan for Lakeside Bayou. Canterra Creek is a project similar in size and scale to Lakeside Bayou

# Starwood Land / Texas City



\*Home Builder Photography is representative only. Subject to change.

<b>Preliminary Development Schedule - Lakeside Bayou</b>	
<b>Task Name</b>	<b>Date</b>
Phase 1 Breakground	Jan-26
Phase 1 Detention Start	Feb-26
Projected Water Plant Start	Feb-26
Phase 1 Detention Finish	Nov-26
Phase 1 Substantial Completion	Nov-26



LAKESIDE BAYOU  
&  
LAND STRATEGIES MANAGEMENT d/b/a STARWOOD LAND

October 3, 2025

Ms. Kim Golden, City Engineer  
Texas City  
7800 Emmet F Lowry Expy.  
Texas City, TX 77591

Re: Lakeside Bayou Request for Assignment and Assumption of Preliminary Zoning Approval,  
and Cost Sharing Agreement for Water Plant Improvements

Ms. Golden,

Lakeside Bayou, LL C and Starwood Land are writing this letter to jointly respectfully request  
action from the City Commission related to two of the project approvals received as follows:

Preliminary Zoning Approval received on August 18, 2021 and extended through August  
18, 2026 by City Commission on August 6, 2025.

Cost Sharing Agreement For Water Plant Improvements approved by City Council  
February 21, 2024 and executed on March 20, 2024.

We are currently under contract with Land Strategies Management, LLC dba Starwood Land to  
purchase the entirety of the Lakeside Bayou project, who will be acquiring the project thru a special  
purpose entity controlled by them (such entity is referred to herein as “Purchaser”). As part of that  
transaction, we are requesting both the Preliminary Zoning Approval and Cost Sharing Agreement  
be assigned to Purchaser, who will acknowledge the assumption of same. This assignment and  
assumption will only be effective upon the closing of the acquisition of the property by Purchaser.  
For reference in connection with your review of this request, please see the Schedule 1 attached  
hereto for background information on the progress of this project to date. In the event that the  
closing does not occur prior to January 30, 2026, the agreements and responsibilities will remain  
with Lakeside Bayou, LLC.

Signature page follows

LAKESIDE BAYOU  
&  
LAND STRATEGIES MANAGEMENT d/b/a STARWOOD LAND

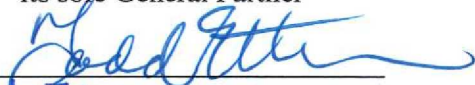
Respectfully Submitted,

LAKESIDE BAYOU, LLC  
A Texas limited liability company


By: LD Equity Three, LLC  
a Texas limited liability company  
its Managing Member

By: United Development Funding III, L.P.  
a Delaware Limited Partnership  
its Managing Member

By: UMTH Land Development, L.P.  
a Delaware limited partnership  
its sole General Partner

By:   
Name: Todd Etter  
Its: CEO

Land Strategies Management, LLC  
A Florida limited liability company

By:   
Name: Carson Nunnally  
Its: Authorized Signatory

LAKESIDE BAYOU  
&  
LAND STRATEGIES MANAGEMENT d/b/a STARWOOD LAND

SCHEDULE 1

In support of the request to assign the Preliminary Zoning Approval and the Cost Sharing Agreement For Water Plant Improvements, we wanted to confirm for your reference all of the hard work that has been done to date on this project from a planning and design perspective, all of which will be assigned at closing to Purchaser for their development of the project:

Planned Unit Development

Utility Services Agreement (with all amendments)

Development Agreement

Plats:

- Lakeside Bayou Street Dedication No. 2
- Lakeside Bayou Section 1
- Lakeside Bayou Section 3
- Lakeside Bayou Section 4
- Lakeside Bayou Detention Reserves No.1

Construction Plans:

- Lakeside Bayou Lift Station No. 1 – Phase 1 to Serve Galveston County MUD 53
- Lakeside Bayou Offsite Force Main
- Lakeside Phase 1 Detention Facilities and Mass Grading
- Lakeside Bayou Collector
- Lakeside Bayou Section 1 (Water, Sanitary Sewer and Drainage Facilities & Paving and Appurtenances)
- Lakeside Bayou Section 3 (Water, Sanitary Sewer and Drainage Facilities & Paving and Appurtenances)
- Lakeside Bayou Section 4 (Water, Sanitary Sewer and Drainage Facilities & Paving and Appurtenances)

**RESOLUTION NO. 2025-110**

**A RESOLUTION APPROVING THE ASSIGNMENT OF PRELIMINARY ZONING APPROVAL OF THE LAKESIDE BAYOU SUBDIVISION ZONING CHANGE FROM DISTRICT A SINGLE FAMILY RESIDENTIAL TO DISTRICT I PLANNED UNIT DEVELOPMENT AS EXTENDED BY THE CITY COMMISSION THROUGH AUGUST 18, 2026 UPON CERTAIN CONDITIONS AND FURTHER PROVIDING THEREWITH.**

---

**WHEREAS**, the Lakeside Bayou Subdivision, f/k/a Southlake Subdivision, received preliminary zoning approval from the City Commission on August 18, 2021 following all required public hearings and notices, which preliminary zoning approval has been extended by the City Commission until August 18, 2026; and

**WHEREAS**, the developer, Lakeside Bayou LLC, of the Lakeside Bayou Subdivision, and Land Strategies Management, LLC, d/b/a Starwood Land, are parties to an agreement for the purchase of the totality of the Lakeside Bayou Subdivision by a To Be Form Single Purpose Entity (TBF-SPE) affiliate of Starwood Land whereby Starwood Land would promptly undertake the construction of the Lakeside Bayou Subdivision in accordance with all existing approvals by the Planning Board, Zoning Commission and City Commission and in accordance with all approved construction plans; and

**WHEREAS**, the purchaser, Land Strategies Management, LLC d/b/a Starwood Land is well known to Texas City and experienced with development in Texas City through the development of the Lago Mar Subdivision as a planned community in accordance with Texas City ordinances, policies and procedures; and

**WHEREAS**, the purchaser, Starwood Land, has indicate an intent to break ground and begin construction of infrastructure improvements for Phase I of the Lakeside Bayou Subdivision in accordance with all existing approvals on or before January 2026 and estimates completion of construction of said Phase I by November 2026; and

**WHEREAS**, the assignment of the Preliminary Zoning Approval is a condition for the closing of the sale from Lakeside Bayou, LLC to the TBF-SPE affiliate of Starwood Land; and

**WHEREAS**, staff have reviewed the requested assignment and offer no objection to the assignment subject to the actual closing of the sale from Lakeside Bayou, LLC to a TBF-SPE affiliate of Starwood Land, which conditions is acceptable to the parties.

**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 assignment from Lakeside Bayou Subdivision to the TBF-SPE affiliate of Starwood Land of the preliminary zoning approval of the Lakeside Bayou Subdivision from District A Single Family Residential to District I Planned Unit Development, which preliminary zoning approval has been extended by the City Commission until August 18, 2026, subject to the actual

closing of the sale from Lakeside Bayou LLC to the TBF-SPE affiliate of Starwood Land.

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

**PASSED AND ADOPTED this 15th day of October 2025.**

---

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

ATTEST:

APPROVED AS TO FORM:

---

Rhomari D. Leigh  
City Secretary

---

Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(7) (f)**

**Meeting Date:** 10/15/2025

Library Underground Condenser Line, Expansion and Air Separator Tank Replacement

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

**Department:** Public Works

---

**Information**

**ACTION REQUEST**

Commission approval to make necessary repairs to the HVAC system at the Moore Memorial Library by Gowan-Garrett Inc. for the amount of \$56,235.00. This proposal was priced through Choice Partners 22/049MF-10 and will be funded through Account No. 412402 55010. See Exhibit A for the proposal details.

**BACKGROUND (Brief Summary)**

Moore Memorial Library utilizes a liquid cooled condenser system for the air-conditioning portion of the HVAC system. This is the original system that was installed in the library back in 1964. Currently, the system has started having frequent failures and has reached the end of its useful life and these repairs need to be completed soon.

**RECOMMENDATION**

The Public Works Department recommends Commission approval of these repairs by Gowan-Garrett Inc.

---

**Fiscal Impact**

**Funds Available Y/N:** Yes

**Amount Requested:** \$56,235.00

**Source of Funds:** Certificate of Obligation Bond Funds

**Account #:** 412402 55010

**Fiscal Impact:**

---

**Attachments**

Exhibit A

---

Gowan/Garrett, Inc.  
Nfize1@gowaninc.com  
5550 Airline Dr.  
Houston, TX 77076-4998  
Cell: 713-542-6426  
Office: 713-696-5404  
Fax: 713.237.9208  
TACLA141636C, MPL 44964



**GOWAN-GARRETT INC.** (AN EMCOR CO.)  
MECHANICAL | PLUMBING

Date: September 11, 2025

**TO: City of Texas City  
Moore Memorial Library  
1701 9<sup>th</sup> Ave N  
Texas City, Texas 77590**

**Quote SER-00626**

**ATTENTION: Richard Chacon**

**Choice Partners 22/049MF-10**

**REFERENCE: Replace Underground Condenser Lines, Expansion Tank and Air Separator Tank**

Gowan will supply the labor, tools, equipment and supervision to replace the underground condenser supply and return water lines. New pipe to be schedule 80 PVC. Replace 4 shut off valves, 2 check valves, expansion tank and air separator tank with new auto air bleeder. Gowan to provide ground excavation. Please feel free to reach out to me if you have any questions

**Scope:**

1. Remove existing piping
2. Excavate trench from tower to building
3. Install new SCH80 PVC pipe and required fittings
4. Repair any insulation that needs to be removed for installation
5. Fill in excavation trench
6. Replace 4 shut off valves
7. Replace 2 check valves
8. Replace expansion tank
9. Replace air separator tank and auto air bleeders

**Base Price: \$56,235.00 Plus tax if applicable**

**NOTES: Trench to be 2-3ft deep  
Existing pipe to be left in place**

**Exclusions**  
(if checked)

- Insulation beyond point listed
- Detail Construction Drawings
- Patching, Painting, & Signage
- Electrical
- Any work not outlined above
- Other, Overtime Labor

With the signature below we hereby authorize **Gowan, Inc.** to proceed with the above described work.  
**The price is firm and will remain in effect for 30 days**

**GOWAN/GARRETT**

*Nathan Fize1*

TITLE: \_\_\_\_\_

Nathan Fize1  
Account Executive

Gowan, Inc.  
Payment Terms and Conditions of Sale

1. **PAYMENT AND TAXES**-Payment shall be made 45 days from date of invoice. Gowan reserves the right to require cash payment or other alternative method of payment prior to completion of work if Gowan determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 45 days payment term, in addition to the Agreement price, the Customer shall pay Gowan any applicable taxes or government charges that may be required in connection with the service or material furnished under this Agreement.
2. **WORKING HOURS**- All services performed under this Agreement including major repairs to be provided during Gowan's normal working hours unless otherwise agreed.
3. **ADDITIONAL SERVICE**- Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Gowan's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
4. **EXCLUSIONS**- Gowan is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Gowan is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/ electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew or bacteria, damage caused by power reductions or failures or any other cause beyond Gowan's control.

Gowan is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances or mold, fungi, mildew or bacteria. In the event that Gowan encounters any asbestos product or any hazardous material in the course of performing its work, Gowan may suspend its work and remove its employees from the project until such product or material, and any hazards connected with it, are abated. Gowan shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Gowan shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Gowan, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Gowan shall not be required to repair or replace equipment that has not been properly maintained.

5. **WARRANTY**-Gowan warrants that all service provided under this Agreement shall be performed in a workmanlike manor. Gowan also warrants all Gowan parts or components supplied hereunder to be free from defects in materials and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Gowan shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Gowan shall not be liable for repairs required as a consequence of faulty installation by persons other than Gowan, misapplication, abuse, improper servicing, unauthorized alteration or improper operation by persons other than Gowan. Any claim for defective workmanship must be provided to Gowan in writing. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Gowan's obligations to repair, replace or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.
6. **PROPRIETARY RIGHTS**- During the term of this Agreement and in combination with certain services, Gowan may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Gowan. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
7. **DELAYS**- Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
8. **CUSTOMER RESPONSIBILITIES**- Customer shall:
  - ❖ Provide safe and reasonable equipment access and a safe work environment
  - ❖ Permit access to Customer's site, and use of building services including but not limited to water, elevators, receiving dock facilities, electrical, service and local telephone service.
  - ❖ Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
  - ❖ Provide adequate water treatment.
  - ❖ Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
  - ❖ Where Gowan's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
  - ❖ Operate the equipment properly and in accordance with instructions.
  - ❖ Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
9. **EQUIPMENT CONDITION and RECOMMENDED SERVICE**- Upon the initial scheduled operating and/ or initial stop inspection, should Gowan determine the need for repairs or replacement, Gowan will provide Customer in writing an equipment condition report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event that Gowan recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Gowan shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Gowan at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

10. CUSTOMER TERMINATION- Customer shall have the right to terminate this Agreement for Gowan's non-performance provided Gowan fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Gowan shall have free access to enter Customer locations to disconnect and remove any Gowan personal proprietary property or devices as well as remove any and all Gowan-owned parts, tools and personal property. Additionally, Customer agrees to pay Gowan for all incurred but unamortized service costs performed by Gowan including overheads and a reasonable profit.
11. GOWAN TERMINATION- Gowan reserves the right to discontinue its service at any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Gowan.
12. LIMITATION OF LIABILITY- Under no circumstances shall Gowan be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Gowan shall be liable for damage to property other than the equipment provided under this Agreement, and to persons, to the extent that Gowan's negligent acts or omissions directly contributed to such injury or property damage. Gowan's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Gowan under this Agreement.
13. WASTE DISPOSAL- Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
14. CLAIMS- Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise shall be brought within one (1) year from the date the claim arose.
15. GOVERNMENT PROCUREMENTS- Gowan offers standard Commercial items that may not comply with Government specifications. Gowan does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR), except for FAR part 12. In no event shall Gowan provide any Cost or Pricing data in connection with this Agreement or subsequent modifications.
16. SUPERSEDEDURE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Gowan's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

**CITY COMMISSION REGULAR MTG**

(7) (g)

**Meeting Date:** 10/15/2025

Odor Control Units for Lift Station 10

**Submitted For:** Corbin Ballast, Utilities

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

**Department:** Public Works

---

**Information**

**ACTION REQUEST**

Commission approval for purchase of odor control units for lift station 10 for the amount of \$140,000.00 from In-Pipe Technologies using TIPS contract 250503 and funded with Account No. 501706 55685

**BACKGROUND (Brief Summary)**

About 70% of the City's sewer passes through this lift station en route to the wastewater treatment plant. In some instances, it may take a few days to reach this station and by the time this happens, the sewer is producing hydrogen sulfide gas which has a highly objectionable pungent odor. The Utilities Department has looked at several methods to deal with this problem and has decided the units from In-Pipe Technology to be the best fit. It is recommended that we purchase and install these units. For a detailed explanation of this process. See Exhibit A

**RECOMMENDATION**

Public Works and the Utilities Department recommend City Commission approval of this purchase.

---

**Fiscal Impact**

**Funds Available Y/N:** Yes

**Amount Requested:** \$140,000.00

**Source of Funds:** FY26 Budget

**Account #:** 501706 550685

**Fiscal Impact:**

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**Attachments**

Exhibit A

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PROPOSAL TO:

City of Texas City



*Texas City*  
EST. 1911

Advanced Oxidation Process (AOP-16)  
Odor Control – Lift Station 10

Date: October 2, 2025

Proposal Number: 2025-WA191

TIPS: Vendor #11969, Contract 250503

## Lift Station Odor Control

In-Pipe Technology (IPT) is pleased to present this proposal to The City of Texas City for the capital purchase of 4 AOP-16 Lift Station Odor Control units and associated Piping and Bracketry to be installed at Lift Station #10 in Texas City, TX. The units use photohydroionization (PHI) to produce safe, environmentally friendly hydroxide ions that are very efficient at oxidizing hydrogen sulfide ( $H_2S$ ) to reduce odor problems from lift station wet wells. Via the venturi effect created by an airflow eductor, negative pressure is created in the headspace of the wet well to slowly draw hazardous gases from the wet well and oxidize them inside of the unit itself.

Please see the attached equipment cut sheet and specification for details on the units' benefits and operation. In general, an average of 80-95% reduction in  $H_2S$  gases can be achieved. For stricter control of  $H_2S$  emissions requiring either 100% removal or less than 5 parts per million (ppm), small amounts of activated carbon can be added to the exhaust of the AOP-16 as a polishing step.

The cost of the units is detailed in our pre-negotiated pricing with TIPS, less associated discounts.

The AOP-16 is meant for continuous operation. Maintenance of the AOP-16 should be performed every 10,000 hours or every 14 months. In general, maintenance involves replacing the (6) PHI (UV) light cells, and ensuring other components are operating as intended (and replaced as needed). If the unit is left installed and not operational, there is a significant risk of damage and corrosion to the internal PHI mechanisms from exposure to  $H_2S$ . Please see below for a schedule of maintenance options available.



## Summary of Scope

- The supply of four (4) AOP-16s at Lift Station #10, including all required piping and bracketry connecting the units together for parallel operation.
- Installation of the units to the lift station exhaust valve. The exhaust valve must be detached of any other equipment prior to installation.
- **Electrical hookup to each unit** at 110v MUST be performed by the City or a City-approved licensed contractor.
- Sufficient space on a concrete pad must be provided by the Contractor or the City.

## Available Maintenance Services

Maintenance can be performed by City personnel (maintenance manual to be provided upon installation). Alternately IPT can perform the following services (**prices are per unit**):

- **Full Service - \$500/month.** This includes a full replacement of all parts (as identified on our parts list) every 10,000 hours, monthly inspection on the unit and the monthly replacement of any optional additional carbon as required.
- **Full Service Plus \$1,500/month.** We will continuously monitor via H2S Acrulog (which remains our property) and fully replace the parts (as identified on our parts list) every 10,000 hours. Includes a monthly inspection on the unit, monthly replacement of carbon filters (if selected), and monthly reporting of H2S levels at the exhaust of the unit.
- **Monthly Inspection and Carbon Filter Replacement if needed - \$300/month.** We will inspect the unit monthly and notify the customer if/when the unit requires maintenance – we also will replace the carbon (if using) monthly.
- **One Time Service (recommended every 10,000 hours/14 months of operation) -\$4,000.** We will replace all 6 PHI cells and any other parts as necessary (provided the unit has not corroded due to H2S gasses allowed in due to the unit being inoperative) and ensure the unit is ready for an additional 10,000 hours of operation.
- **Replacement Activated Carbon and filter bags- \$500/50lb box.**
- **Complete replacement of internal PHI unit - \$7,500** (e.g. if unit is left installed inoperative and is corroded due to exposure to H<sub>2</sub>S gasses for a prolonged period of time)



Because Efficiency Counts

**Purchasing Quote**

Proposal Number: 2025-WA191  
 Date: October 2, 2025  
 Reference: LS10 AOP-GZ  
 Availability: 6-8 weeks ARO  
 Delivery: Included  
 Validity: Proposal valid for 30 Days

---

To:  
 Quiddity Engineering  
 6330 West Loop South, Suite 150  
 Bellaire, TX. 77401  
 Phone: (979) 307-6183  
 E-mail: [dolf@quiddity.com](mailto:dolf@quiddity.com)  
 Attn: David A. Olf, PE  
 Project Engineer

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

<u>Item</u>	<u>Qty</u>	<u>Item Code #</u>	<u>Description</u>	<u>Price per each</u>
1	4	IPT-AOP-16	Purchase of AOP-16 (including delivery and installation)	\$35,000
			TIPS Discount of 10% per unit	(\$3,500)
2	1	IPT-AOP-ACCS	Piping and Bracketry for parallel operation	\$14,000
<b>Total Amount</b>				<b>\$140,000</b>

*\*Please add any selected maintenance services to the total Purchase Order amount*



Because Efficiency Counts

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**Purchasing Quote**

Proposal Number: 2025-WA191  
Date: October 2, 2025  
Reference: LS10 AOP-GZ  
Availability: 6-8 Weeks ARO  
Delivery: Included  
Validity: Proposal valid for 30 Days

---

**Terms**

Refer to attached IPT standard Terms and Conditions.

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

**OFFERED BY:**

IN-PIPE TECHNOLOGY, LLC

A handwritten signature in blue ink that reads "Douglas G. Fagans".

Douglas G. Fagans  
Chief Operating Officer

**TIPS Information:**

Vendor Number: 11696

Contract Number 250503 MRO (*Maintenance, Repair and Operations of Facilities and Grounds*) *Supplies, Equipment, Tool Rental, Sales and Services*

## In-Pipe Technology Odor Control Unit (IPT-AOP-16) Advanced Oxidation Process System for Wastewater



**THE LOW COST IPT-AOP-16 ODOR CONTROL SYSTEM OF ADVANCED OXIDATION GAS PRODUCTION IS DESIGNED TO PROVIDE ODOR DESTRUCTION**

IPT-AOP-16 Odor Control Unit produces advanced oxidation gases

High intensity UV light produces Advanced Oxidation gases (Ozone, Hydroperoxides, Super Oxide Ions, Hydroxides and Ozonide Ions)

Destroys odor molecules, bacteria, and organic pollutants

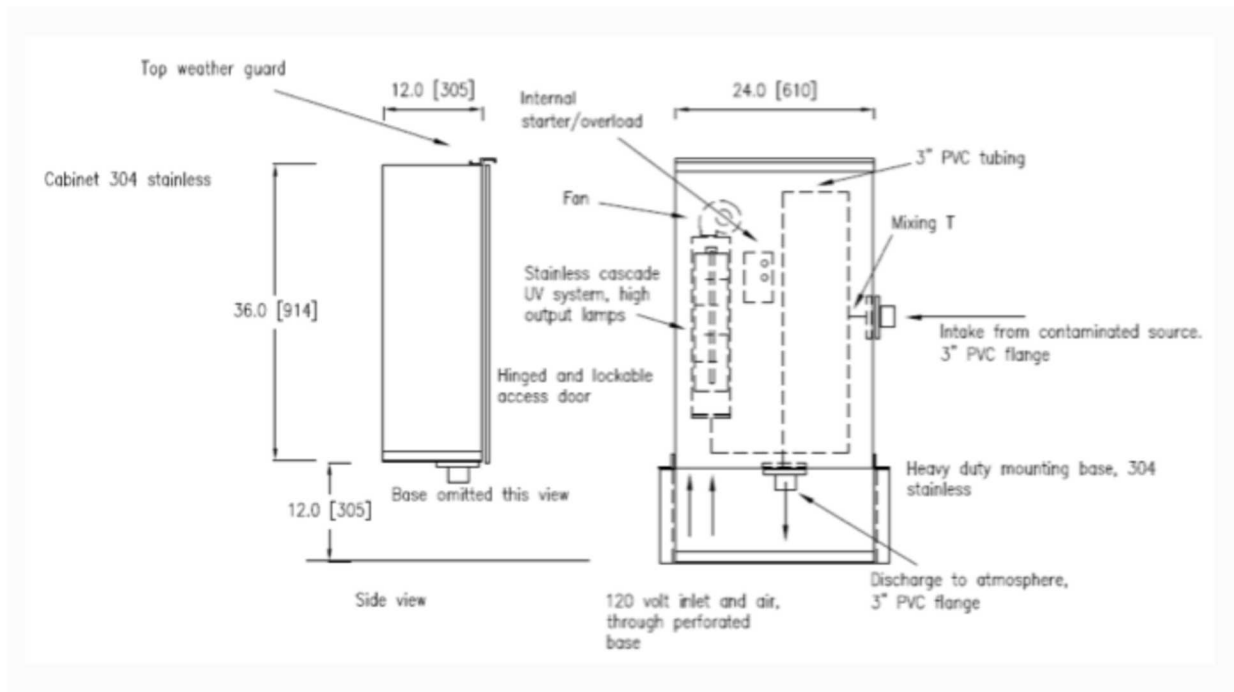
### Highlights

10,000 hours average cell life	All stainless steel
Plug and play, fully automatic, system	Easy to use and install, versatile and portable
No costly and complicated chemicals	Leaves no residue
Automatic Unattended Operation	Environmentally friendly
Low Maintenance	Low power consumption, 110V or 220V
Safety Service Cut Off Switch	On off indicator light
High-Capacity Blower	Eliminates odors

## Specification Table

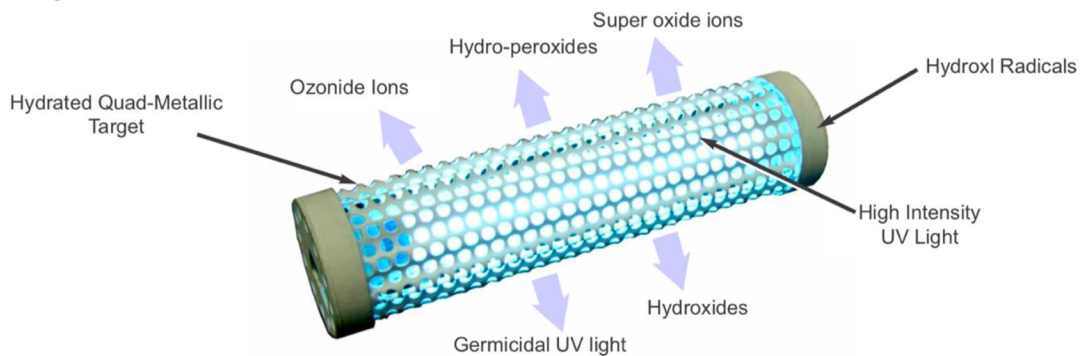
<b>Model</b>	IPT-AOP-16
<b>Design Criteria</b>	One IPT-AOP-16 unit for approximate 4,000 ft <sup>3</sup> of foul air
<b>Voltage</b>	110V, 60Hz, Low:1.36 A, High: 2.17A 220V, 50/60 Hz, Low: 0.68A, High: 1.09A
<b>Weight</b>	Approximate 250 lbs
<b>Material</b>	Stainless steel
<b>Color</b>	Green
<b>Dimensions</b>	30" x 48" x 24"
<b>Enclosure/shade for outdoor installations</b>	Recommend a simple structure like a lean-to for shade
<b>Inlet/Outlet</b>	3" PVC Flange
<b>Controls</b>	On/off, High/low (Six cells on high setting - three cells on low setting)
<b>Fan volume</b>	100 CFM
<b>Number of Phi cells</b>	Six (6)
<b>Phi cell</b>	Life approx. 10000 hours
<b>Oxidation gases</b>	Hydro peroxides, Ozone, Super oxide ions, Ozonide ions

## Internal Piping Schematic and Clearances



## Mechanism

The IPT-AOP-16 Odor Control Unit utilizes a high intensity UV light technology which when targeted on a hydrated Quad-Metallic target in a Ozone atmosphere creates Ozone, Hydroperoxides, Super Oxide Ions, Hydroxides and Ozonide Ions. The Ozone produced is a safe low concentration, produced by a targeted high intensity UV light technology. This method is far safer than the traditional ozone generators. Targeted UV ozone generators do not produce nitric oxide gas or nitric acid and they have a very high efficiency rating. The additional oxidizers provide a broader range of applications and redundant oxidation gases. All gases are very aggressive friendly gaseous oxidizers. The gaseous oxidizers produced revert back to oxygen and hydrogen after they oxidize the organics, bacteria, odor or gases.



## Lab results



Figure 1. Before and after bacteria samples application of IPT-AOP-16 Odor Control Unit

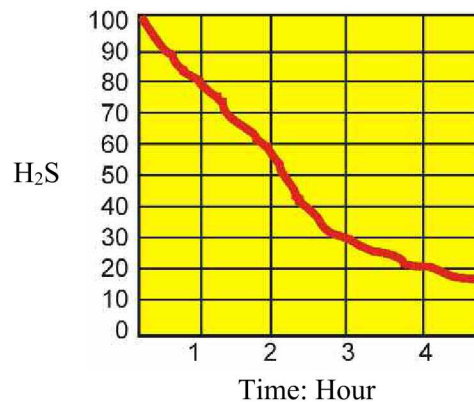


Figure 2. H<sub>2</sub>S concentration changes plot as a function of time



# TIPS Vendor Purchase Order Processing Procedure

1. When completing a TIPS purchase, the TIPS Vendor must provide a **TIPS Quote** to the TIPS Member with the **TIPS Contract Number referenced**.
2. If the Member decides to proceed with the purchase, the Member must submit the **TIPS Quote & PO (payable to the awarded TIPS Vendor), both referencing the TIPS Contract Number**, to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) unless you are an "Automated Vendor."
3. If you are **not** an "**Automated Vendor**" and you receive a PO directly from the TIPS Member, either immediately submit, or direct the Member to immediately submit, the TIPS Quote & PO, **both referencing the TIPS Contract Number**, to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) as "Confirmation Only."
4. **Member payment** will be made directly to the Vendor by the Member as agreed by the parties.
5. Vendor will submit **Vendor Administrative Fee** to TIPS upon receipt of payment by the Member. Administrative fees are paid for products or services only.

**Need Assistance? 866-839-8477**

**SAR191211**

**CITY COMMISSION REGULAR MTG**

(7) (h)

**Meeting Date:** 10/15/2025

amending the Historical Preservation bylaws

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

**Department:** City Secretary

**Information**

**ACTION REQUEST**

Consider and take action on Resolution No. 2025-113, amending the Historical Preservation bylaws. (City Secretary)

**BACKGROUND (Brief Summary)**

Upon the inception of the Historical Preservation Committee in 2005, the Commission approved a 5-member board, consistent with other boards, commissions, and advisory bodies of the City.

In 2006, the Heritage Committee disbanded, and the City Commission approved increasing the Board from five to seven to add some members from the Heritage Committee and assume those duties.

The amended by-laws of 2012 did not include the assumed duties of the Heritage Committee.

Changing the members from seven to five will bring this Corporation into alignment with the other 4 Corps of the City of Texas City.

**RECOMMENDATION**

It is the recommendation of the Staff to amend the Historical Preservation By-laws.

**Fiscal Impact**

**Funds Available Y/N:**

**Amount Requested:**

**Source of Funds:**

**Account #:**

**Fiscal Impact:**

N/A

**Attachments**

attachment

attachment

Resolution 05-048



RESOLUTION NO. 06-36

ORIGINAL

**A RESOLUTION APPROVING THE AMENDMENT TO ARTICLE IX OF THE ARTICLES OF INCORPORATION AND ARTICLE II OF THE BYLAWS FOR THE TEXAS CITY HISTORICAL PRESERVATION CORPORATION EXPANDING THE NUMBER OF BOARD MEMBERS FROM FIVE TO SEVEN; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, on April 20, 2005, the City Commission adopted Resolution 05-48 creating the Texas City Historical Preservation Corporation, along with its Articles of Incorporation and Bylaws; and,

**WHEREAS**, any amendments of said Articles of Incorporation and/or Bylaws must be approved by the City Commission; and,

**WHEREAS**, the Texas City Historical Preservation Corporation wishes to amend Article IX of the Articles of Incorporation and Article II of the Bylaws to expand the number of board members from five (5) to seven (7); and,

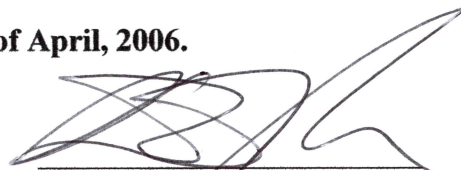
**WHEREAS**, the Texas City Historical Preservation Corporation wishes to fill a vacancy and appoint two new board members.

**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 amendment to Article IX of the Articles of Incorporation and Article II of the Bylaws of the Texas City Historical Preservation expanding the number of board members from five (5) to seven (7).

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

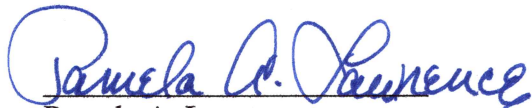
**PASSED AND ADOPTED this 5<sup>th</sup> day of April, 2006.**



---

Matthew T. Doyle, Mayor  
City of Texas City, Texas

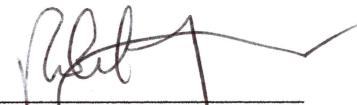
ATTEST:



---

Pamela A. Lawrence  
City Secretary

APPROVED AS TO FORM:



---

Robert Gervais  
City Attorney

**AMENDED AND RESTATED BYLAWS**  
**OF**  
**TEXAS CITY HISTORICAL PRESERVATION CORPORATION**

A Texas Non-Profit Corporation  
(Created on behalf of the City of Texas City)

Date of Adoption by Texas City Historical Preservation Corporation: October 15, 2012  
Date of Adoption by City Commission: October 17, 2012.

## TABLE OF CONTENTS

ARTICLE I	PURPOSES.....	1
ARTICLE II	BOARD OF DIRECTORS.....	1
	Section 1. Appointment, Classes, Powers, Number, and Term of Office.....	1
	Section 2. Meeting of Directors.....	1
	Section 3. Annual Meetings.....	2
	Section 4. Regular Meetings.....	2
	Section 5. Special and Emergency Meetings.....	2
	Section 6. Quorum.....	2
	Section 7. Conduct of Business.....	2
	Section 8. Executive Committee, Other Committee.....	2
	Section 9. Compensation of Directors.....	2
	Section 10. Alternate Directors.....	2
	Section 11. Director's Reliance on Consultation Information.....	2
ARTICLE III	OFFICERS.....	2
	Section 1. Titles and Term of Office.....	2
	Section 2. Powers and Duties of the Chairperson.....	3
	Section 3. Powers and Duties of the Vice Chairperson.....	3
	Section 4. Powers and Duties of the General Manager.....	3
	Section 5. Powers and Duties of the Treasurer.....	3
	Section 6. Powers and Duties of the Secretary.....	3
	Section 7. Compensation.....	3
	Section 8. Officer's Reliance on Consultant Information.....	3
ARTICLE IV	MISCELLANEOUS PROVISIONS.....	4
	Section 1. Fiscal Year.....	8
	Section 2. Seal.....	3
	Section 3. Notice and Waiver of Notice.....	3
	Section 4. Resignation.....	3
	Section 5. Gender.....	3
	Section 6. Appropriations and Grants.....	3
ARTICLE V	INDEMNIFICATION OF DIRECTORS AND OFFICERS.....	9
	Section 1. Right to Indemnification.....	1
	Section 2. Advance Payment.....	1
	Section 3. Indemnification of Employees and Agents.....	2
	Section 4. Appearance as a Witness.....	2
	Section 5. Non-exclusivity of Rights.....	2
	Section 6. Insurance.....	2
	Section 7. Notification.....	2
	Section 8. Savings Clause.....	2

ARTICLE VI	RESERVED.....	1
ARTICLE VII	CODE OF ETHICS .....	1
Section 1.	Policy and Purposes .....	1
Section 2.	Conflicts of Interest.....	1
Section 3.	Acceptance of Gifts.....	2
Section 4.	Bribery .....	2
Section 5.	Nepotism.....	2
ARTICLE VIII	AMENDMENTS.....	1

**AMENDED AND RESTATED BYLAWS**  
**OF**  
**TEXAS CITY HISTORICAL PRESERVATION CORPORATION**

**ARTICLE I**  
**PURPOSES**

The Texas City Historical Preservation Corporation (the “Corporation”) is organized and will be operated exclusively for one or more charitable purposes, within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”). The Corporation is organized for the purpose of to assist, and act on behalf of the City in the performance of its governmental functions to develop the Texas City Museum Master Plan through formulating policies, procedures and financial managements that govern the Museum’s daily operations, and to perform the other purposes described in the Articles of Incorporation.

**ARTICLE II**  
**BOARD OF DIRECTORS**

*Section 1. Appointment, Classes, Powers, Number, and Term of Office.* All powers of the Corporation shall be vested in the Board of Directors (the “Board”). The Board shall consist of seven (7) persons. Directors of the Corporation (“Director” or “Directors”) shall be appointed by position to the Board by the Mayor of the City with the consent and approval of the City Commission of the City. The Mayor and Finance Director of the City shall serve as Ex-Officio Directors.

Each Director shall serve for a three-year term, and shall hold office until his or her successor is appointed by the City unless such Director has been appointed to fill an unexpired term in which case the term of the Director shall expire on the expiration date of the term of Director whose position he or she was appointed to fill. Terms shall be staggered. Any director may be removed from office at any time, with or without cause, by the Mayor of the City with the consent and approval of the City Commission. The number of Directors may only be increased or decreased by an amendment to the Bylaws with the consent of the Mayor of the City with the consent and approval of the City Commission.

*Section 2. Meeting of Directors.* The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Corporation in the State of Texas.

The Board shall meet in accordance with and file notice of each meeting, of the Board for the same length of time and in the same manner and location as is required of a City under Chapter 551, Texas Government Code (the “Open Records Act”).

The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the “Open Records Act”).

*Section 3. Annual Meetings.* The annual meeting of the Board shall be held at the time and at the location designated by the Board for the purposes of transacting such business as may be brought before the meeting.

*Section 4. Regular Meetings.* Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board.

*Section 5. Special and Emergency Meetings.* Special and emergency meetings of the Board shall be held whenever called by the Chairperson of the Board or the Secretary or by a majority of the Directors who are serving duly appointed terms of office at the time the meeting is called.

The Secretary shall give notice of each special meeting in person, by telephone, facsimile, mail or telegraph at least three (3) days before the meeting to each Director and to the public in compliance with the Open Meetings Act. Notice of each emergency meeting shall also be given in the manner required of the City under Section 51.045 of the Open Meetings Act. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special or emergency meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon to the extent allowed by the Open Meetings Act.

*Section 6. Quorum.* A majority of the Board then appointed and serving shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless his dissent or abstention shall be entered in the minutes of the meeting or unless he shall file his written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent or abstention by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of the action.

*Section 7. Conduct of Business.* At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the Chairperson shall preside, and in the absence of the Chairperson, the Vice Chairperson shall preside. In the absence of the Chairperson and the Vice Chairperson, a chairperson shall be chosen by the Board from among the Directors present.

The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

*Section 8. Executive Committee, Other Committees.* The Board may, by resolution passed by a majority of the Directors, designate three (3) or more Directors to constitute an executive committee or other type of committee. To the extent provided in the authorizing resolution, a committee shall have and may exercise all of the Corporation of the Board in the managements of the Corporation, except where action of the Board is specified by statute. A committee shall act in the manner provided in the authorizing resolution. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Corporation, and shall report the same to the Board from time to time. Committees authorized to exercise the powers of the Board shall give notice of any meeting in the manner required for a meeting of the Board.

*Section 9. Compensation of Directors.* Directors, as such, shall not receive any salary or compensation for their services as Directors; provided, that nothing contained herein shall be construed to preclude any Director from receiving compensation which is not excessive and which is at commercially reasonable rates for personal services (rendered in other than a "Director" capacity) which are reasonable and necessary in carrying out the Corporation's purposes.

*Section 10. Alternate Directors.* The Mayor, with approval of City Commission, may appoint Alternate Directors, with the authority to vote, at the discretion of the Chairperson/Vice Chairperson, in the absence of a regular Board member.

*Section 11. Director's Reliance on Consultant Information.* A Director shall not be liable if while acting in good faith and with ordinary care, he relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation;
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or
- (c) a committee of the Board of which the Director is not a member.

## ARTICLE III OFFICERS

*Section 1. Titles and Term of Office.* The officers of the Corporation, shall be elected annually at the annual meeting, and shall be a chairperson of the Board, one vice chairperson of the Board and such other officers as the Board may from time to time elect or appoint. The following officers will be City employees: general manager, treasurer, and secretary. One person may hold more than one office, except that the Chairperson of the Board shall not hold the office of Secretary. The term of office for each officer shall be one year commencing with the date of the meeting of the Board at which each such officer is elected, or until the Board Member's term on the Board expires, whichever occurs first.

All officers, including the Chairperson, shall be subject to removal, with or without cause, at any time by a vote of a majority of the whole Board.

The Board shall fill a vacancy in the office of any officer, including the Chairperson.

*Section 2. Powers and Duties of the Chairperson.* The Chairperson shall be a member of the Board and shall preside at all meetings of the Board. The Chairperson shall be elected by the Board. He or she shall have such duties as are assigned by the Board. The Chairperson may call special or emergency meetings of the Board.

*Section 3. Powers and Duties of the Vice-Chairperson.* The Vice-Chairperson shall be a member of the Board. The Vice-Chairperson shall perform the duties and exercise the powers of the Chairperson upon the Chairperson's death, absence, disability, or resignation, or upon the Chairperson's inability to perform the duties of the office. Any action taken by the Vice-Chairperson in the performance of the duties of the Chairperson shall be conclusive evidence of the absence or inability to act of the Chairperson at the time such action was taken.

*Section 4. Powers and Duties of General Manager.* The general manager, who shall be an employee of the City, shall not be a voting member of the Board. The general manager shall have and exercise general charge and supervision of the affairs of the Corporation and shall do and perform such other duties as may be assigned to the general manager by the Board of Directors.

*Section 5. Powers and Duties of the Treasurer.* The Director of Finance for the City shall serve as the Board Treasurer and shall not be a voting member of the Board. The Treasurer shall have custody of all the funds and securities of the Corporation which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Corporation, for collections, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; he or she may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board; whenever required by the Board, he or she shall render a statement of his or her case account; he or she shall enter or cause to be entered regularly in the books of the Corporation to be kept by him or her for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation; he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board; and he

or she shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require.

*Section 6. Powers and Duties of the Secretary.* The City Secretary for the City, or his or her designee, shall serve as Board Secretary and shall not be a voting member of the Board. The Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, he or she may sign with the Chairperson/Vice Chairperson, in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; he or she shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Corporation during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

*Section 7. Compensation.* Officers may be entitled to receive such salary or compensation for personal services which are necessary and reasonable in carrying out the Corporation's purposes as the Board may from time to time determine, provided, that in no event shall the salary or compensation be excessive. Board members, even in their capacity as officers, are not entitled to compensation except as otherwise provided in Article II, Section 9.

*Section 8. Officer's Reliance on Consultant Information.* In the discharge of a duty imposed or power conferred on an officer of the Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation, including members of the Board; or
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

#### ARTICLE IV MISCELLANEOUS PROVISIONS

*Section 1. Fiscal Year.* The fiscal year of the Corporation shall begin October 1 of each year.

*Section 2. Seal.* The seal of the Corporation shall be such as from time to time may be approved by the Board.

*Section 3. Notice and Waiver of Notice.* Whenever any notice whatever, other than public notice of a meeting given to comply with the Open Meetings Act, is required to be given

under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

*Section 4. Resignations.* Any Director, officer or Alternate Director may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by Chairperson or Vice Chairperson. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided the resignation.

*Section 5. Gender.* References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

*Section 6. Appropriations and Grants.* The Corporation shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

## ARTICLE V INDEMNIFICATION OF DIRECTORS AND OFFICERS

*Section 1. Right to Indemnification.* Subject to the limitations and conditions as provided in this Article V and the Articles of Incorporation, each person who was or is made a party or is threatened to be made a part to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrate or investigative (hereinafter a “proceeding”), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Corporation or while a Director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys fees) actually incurred by such person in connection with such proceeding, and indemnification under the Article V shall continue as to person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal of this Article V shall have the effect of limiting or denying any

such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability.

*Section 2. Advance Payment.* The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 1 who was, is or is threatened to be named a defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

*Section 3. Indemnification of Employees and Agents.* The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V; and the Corporation may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Corporation but who are or were serving at the request of the Corporation as a Director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article V.

*Section 4. Appearance as a Witness.* Notwithstanding any other provision of this Article V, the Corporation may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

*Section 5. Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 3 of this Article V may have or hereafter acquire under any law (common or statutory), provision of the Articles of Incorporation or these Bylaws, agreement, vote of shareholders or disinterested Directors or otherwise.

*Section 6. Insurance.* The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other

enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article V.

*Section 7. Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

*Section 8. Savings Clause.* If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

## ARTICLE VI RESERVED

## ARTICLE VII CODE OF ETHICS

### *Section 1. Policy and Purposes.*

(a) It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

(b) This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

### *Section 2. Conflicts of Interest.*

(a) Except as provided in subsection (c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefited by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of \$15,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. An interest of a person related in the second degree by affinity or the third degree by consanguinity to a Director or officer is considered a substantial interest.

(b) If a Director or a person related to a Director in the first or second degree by affinity or the first, second, or third degree by consanguinity has a substantial interest in a business entity or real property that would be pecuniarily affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

(c) A director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the Corporation will receive a similar pecuniary benefit.

(d) An employee of a public entity may serve on the Board.

*Section 3. Acceptance of Gifts.* No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, "benefit" does not include:

(a) a fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a Director or officer;

(b) a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer;

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:

(1) not more than one honorarium is received from the same person in a calendar year;

(2) not more than one honorarium is received for the same service; and

(3) the value of the honorarium does not exceed \$250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services;

(d) a benefit consisting of food, lodging, transportation, or entertainment accepted as a guest is reported as may be required by law.

*Section 4. Bribery.* A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

(a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer;

(b) any benefit as consideration for the Director's or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or

(c) any benefit as consideration for a violation of a duty imposed by law on the Director or officer.

*Section 5. Nepotism.* No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity (marriage relationship) or within the third degree of consanguinity (blood relationship) to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

## ARTICLE VIII AMENDMENTS

A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board then appointed and serving at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by the City Commission of the City to be effective.

## RESOLUTION NO. 05-48

**A RESOLUTION APPROVING THE CREATION OF THE TEXAS CITY HISTORICAL PRESERVATION CORPORATION; APPROVING THE ARTICLES OF INCORPORATION AND THE BYLAWS THEREOF; CONFIRMING THE APPOINTMENT OF THE INITIAL DIRECTORS; AND CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the City desires that a corporation be created to assist the city with development of the Texas City Museum Master Plan through formulating policies, procedures and financial management that govern the Museum's daily operations; and,

**WHEREAS**, the City Commission desires to grant the application to incorporate the Texas City Historical Preservation Corporation, authorize its Articles of Incorporation, approve its Bylaws, appoint the board of directors to the Corporation, and take other action with respect to the said Corporation;

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

**SECTION 1:** The City Commission hereby City consents to the creation of the Texas City Historical Preservation Corporation to assist the city with development of the Texas City Museum Master Plan through formulating policies, procedures and financial management that govern the Museum's daily operations. The City approves of the current Texas City Museum Board dissolving and conveying all assets and liabilities of the Texas City Museum Board to the Texas City Historical Preservation Corporation.

**SECTION 2:** The City Commission hereby approves the Articles of Incorporation of the Texas City Historical Preservation Corporation in substantially the form attached hereto as Exhibit "A" and authorizes the incorporators of the Corporation to file such Articles of Incorporation with the Secretary of State of the State of Texas in the manner provided by law.

**SECTION 3:** The City Commission hereby approves the Bylaws of the Texas City Historical Preservation Corporation in substantially the form attached hereto as Exhibit "B".

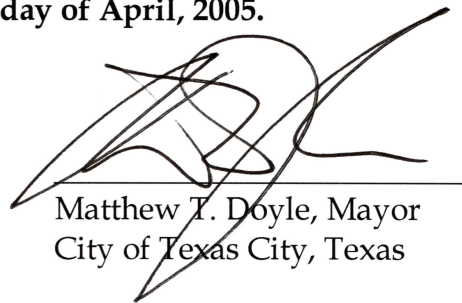
**SECTION 4:** The City Commission hereby confirms the appointment of the directors listed in the Articles of Incorporation attached hereto. The Chairperson and officers shall be elected as provided for by the Bylaws.

1. Jose Boix
2. Terri O'Brien
3. Irma Moreno
4. Liz Amato
5. Deneen Mickens

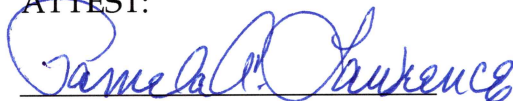
**SECTION 5:** The City Commission hereby finds, determines, recites, and declares that any notes, bonds, loans, debts or other obligations of the Texas City Historical Preservation Corporation shall not be deemed an indebtedness, liability, general or moral obligation or pledge of the faith or credit of the State of Texas, the City of Texas City, or any other political subdivision or governmental unit, nor shall any such notes, bonds, loans, debts or other obligations constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction or an agreement, obligation, or indebtedness of the City or of the State of Texas within the meaning of the City Charter or of any constitutional or statutory provision whatsoever.

**SECTION 6:** That this Resolution shall be in full force and effect from and after its passage and adoption.

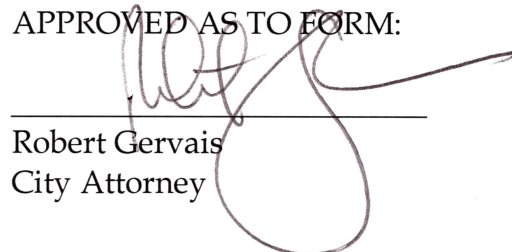
**PASSED AND ADOPTED this 20<sup>th</sup> day of April, 2005.**

  
Matthew T. Doyle, Mayor  
City of Texas City, Texas

ATTEST:

  
Pamela A. Lawrence  
City Secretary

APPROVED AS TO FORM:

  
Robert Gervais  
City Attorney

**ARTICLES OF INCORPORATION  
OF  
TEXAS CITY HISTORICAL PRESERVATION CORPORATION**

We, the undersigned natural persons over the age of eighteen (18) years, acting as incorporators, adopt the following Articles of Incorporation for Texas City Historical Preservation Corporation (hereinafter referred to as the "Corporation") under the Texas Non-Profit Corporation Act (hereinafter referred to as the "Act").

ARTICLE ONE  
NAME

The name of the corporation is Texas City Historical Preservation Corporation.

ARTICLE TWO  
NON-PROFIT CORPORATION

The Corporation is a nonprofit corporation.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributed to the members, directors, officers, incorporators, or other private persons except that the corporation shall have the power to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes for which the corporation is organized.

ARTICLE THREE  
DURATION

The period of duration of the Corporation is perpetual.

ARTICLE FOUR  
PURPOSES

The Corporation is organized exclusively for educational and charitable purposes, within the meaning of Internal Revenue Code 501(c)(3) and Texas Tax Code 11.18(c). Specifically, the

corporation is organized to protect, preserve and enhance historical structures and articles in Texas City, Texas and the surrounding communities.

ARTICLE FIVE  
POWERS

Except as otherwise provided by these Articles, the Corporation shall have all the powers provided in the Act.

ARTICLE SIX  
RESTRICTIONS AND REQUIREMENTS

The Corporation shall have no power to take any action which would be inconsistent with:

1. the requirements for a tax exemption under Section 501(c)(3) of the Internal Revenue Code, or
2. the requirements for receiving tax-deductible charitable contributions under Section 170(c)(2) of the Internal Revenue Code.

The Corporation shall not participate, directly or indirectly, in any political campaign on behalf of any candidate for public office. The Corporation shall not devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise, except as permitted by the Internal Revenue Code.

ARTICLE SEVEN  
MEMBERSHIP

The Corporation shall have one or more classes of members as provided in the bylaws of the Corporation.

ARTICLE EIGHT  
INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation is 1801-9<sup>th</sup> Avenue North, Texas City, Texas 77590.

The name of the initial registered agent at this office is Douglas Hoover.

ARTICLE NINE  
BOARD OF DIRECTORS

The qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors shall be provided in the bylaws. This initial Board of Directors shall consist of five (5) persons. The number of directors may be increased or decreased by adoption or amendment of the bylaws.

The initial Board of Directors shall consist of the following persons at the following addresses:

<u>POS. NO.</u>	<u>NAME</u>	<u>ADDRESS</u>
1	Jose Boix	_____
2	Terri O'Brien	_____
3	Irma Moreno	_____
4	Liz Amato	_____
5	Deneen Mickens	_____

ARTICLE TEN  
INCORPORATORS

The names and addresses of the incorporators are:

1. Jose Boix \_\_\_\_\_
2. Terri O'Brien \_\_\_\_\_
3. Irma Moreno \_\_\_\_\_

ARTICLE ELEVEN  
DISSOLUTION

Upon dissolution or liquidation of the Corporation, the Board of Directors shall, after paying all of the liabilities of the Corporation, distribute all remaining assets to an organization with similar purposes to the Corporation and exempt from taxes under Internal Revenue Code Section 501(c)(3).

The City Commission may, at any time, consider and approve an ordinance directing the Board to proceed with the dissolution of the Corporation, at which time the Board shall proceed with the dissolution of the Corporation in accordance with applicable state law. The failure of the Board to proceed with the dissolution of the Corporation in accordance with this Section shall be deemed a cause for the removal from office of any or all of the Directors as permitted by these Articles of Incorporation.

ARTICLE TWELVE  
AMENDMENT

Resolution No. 05-48 approving the form of these Articles of Incorporation was adopted by the City Commission of the City on April 20, 2005. These Articles may not be changed or amended unless approved by the City Commission of the City.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of April, 2005.

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON       §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of April, 2005.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON       §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of April, 2005.

---

Notary Public in and for  
The State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON       §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of April, 2005.

---

Notary Public in and for  
The State of Texas

(NOTARY SEAL)

**BYLAWS**

**OF**

**TEXAS CITY HISTORICAL PRESERVATION CORPORATION**

A Texas Non-Profit Corporation  
(Created on behalf of the City of Texas City)

Date of Adoption: \_\_\_\_\_, 2005

## TABLE OF CONTENTS

ARTICLE I PURPOSES.....	3
ARTICLE II BOARD OF DIRECTORS.....	3
<i>Section 1. Appointment, Classes, Powers, Number, and Term of Office</i> .....	3
<i>Section 2. Meetings of Directors</i> .....	4
<i>Section 3. Annual Meetings</i> .....	4
<i>Section 4. Regular Meetings</i> .....	4
<i>Section 5. Special and Emergency Meetings</i> .....	4
<i>Section 6. Quorum</i> .....	5
<i>Section 7. Conduct of Business</i> .....	5
<i>Section 8. Executive Committee, Other Committees</i> .....	5
<i>Section 9. Compensation of Directors</i> .....	6
<i>Section 10. Board of Advisory Directors</i> .....	6
<i>Section 11. Director's Reliance on Consultant Information</i> .....	6
ARTICLE III OFFICERS .....	7
<i>Section 1. Titles and Term of Office</i> .....	7
<i>Section 2. Powers and Duties of the Chairperson</i> .....	7
<i>Section 3. Powers and Duties of the Vice Chairperson</i> .....	7
<i>Section 4. Powers and Duties of the President</i> .....	7
<i>Section 5. Vice Presidents</i> .....	8
<i>Section 6. Treasurer</i> .....	8
<i>Section 7. Secretary</i> .....	8
<i>Section 8. Compensation</i> .....	8
<i>Section 9. Officer's Reliance on Consultant Information</i> .....	9
ARTICLE IV MISCELLANEOUS PROVISIONS .....	9
<i>Section 1. Fiscal Year</i> .....	9
<i>Section 2. Seal</i> .....	9
<i>Section 3. Notice and Waiver of Notice</i> .....	9
<i>Section 4. Resignations</i> .....	9
<i>Section 5. Gender</i> .....	9
<i>Section 6. Appropriations and Grants</i> .....	10
ARTICLE V INDEMNIFICATION OF DIRECTORS AND OFFICERS .....	10
<i>Section 1. Right to Indemnification</i> .....	10
<i>Section 2. Advance Payment</i> .....	10
<i>Section 3. Indemnification of Employees and Agents</i> .....	11
<i>Section 4. Appearance as a Witness</i> .....	11
<i>Section 5. Non-exclusivity of Rights</i> .....	11
<i>Section 6. Insurance</i> .....	11
<i>Section 7. Notification</i> .....	12
<i>Section 8. Savings Clause</i> .....	12
ARTICLE VI RESERVED .....	12
ARTICLE VII CODE OF ETHICS.....	12
<i>Section 1. Policy and Purposes</i> .....	12
<i>Section 2. Conflicts of Interest</i> .....	12
<i>Section 3. Acceptance of Gifts</i> .....	13

<i>Section 4. Bribery</i> .....	14
<i>Section 5. Nepotism</i> .....	14
ARTICLE VIII AMENDMENTS .....	15

**BYLAWS**  
**OF**  
**TEXAS CITY HISTORICAL PRESERVATION CORPORATION**

**ARTICLE I**  
**PURPOSES**

The Texas City Historical Preservation Corporation (the "Corporation") is organized and will be operated exclusively for one or more charitable purposes, within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). The Corporation is organized for the purpose of to assist, and act on behalf of the City in the performance of its governmental functions to develop the Texas City Museum Master Plan through formulating policies, procedures and financial management that govern the Museum's daily operations, and to perform the other purposes described in the Articles of Incorporation.

The Corporation shall have and exercise all of the rights, powers, privileges, Corporation, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, Article 1396, Vernon's Texas Civil Statutes.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created, provided that the Corporation shall not issue bonds without the consent of the City Commission of the City.

**ARTICLE II**  
**BOARD OF DIRECTORS**

*Section 1. Appointment, Classes, Powers, Number, and Term of Office.* All powers of the Corporation shall be vested in the Board of Directors (the "Board"). The Board shall initially consist of five (5) persons. Directors of the Corporation ("Director" or Directors") shall be appointed by position to the Board by the Mayor of the City with the consent and approval of the City Commission of the City.

Each Director shall serve for a term which expires on the date set forth below for the position to which such person was appointed, or until his or her successor is appointed by the City unless such Director has been appointed to fill an unexpired term in which case the term of the Director shall expire on the expiration date of the term of the Director whose position he or she was appointed to fill. Any Director may be removed from office at any time, with or without cause, by the Mayor of the City with the consent and approval of the City Commission. The number of Directors may only be increased or decreased by an amendment to the Bylaws with the consent of the Mayor of the City with the consent and approval of the City Commission.

*Section 2. Meetings of Directors.* The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Corporation in the State of Texas.

The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required of a City under Chapter 551, Texas Government Code (the "Open Meetings Act").

The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the "Open Records Act").

*Section 3. Annual Meetings.* The annual meeting of the Board shall be held at the time and at the location designated by the resolution of the Board for the purposes of transacting such business as may be brought before the meeting.

*Section 4. Regular Meetings.* Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board.

*Section 5. Special and Emergency Meetings.* Special and emergency meetings of the Board shall be held whenever called by the Chairperson of the Board or the Secretary or by a majority of the Directors who are serving duly appointed terms of office at the time the meeting is called.

The Secretary shall give notice of each special meeting in person, by telephone, facsimile, mail or telegraph at least three (3) days before the meeting to each Director and to the public in compliance with the Open Meetings Act. Notice of each emergency meeting shall also be given in the manner required of the City under Section 551.045 of the Open Meetings Act. Unless otherwise indicated in the notice thereof, any and all

matters pertaining to the purposes of the Corporation may be considered and acted upon at a special or emergency meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon to the extent allowed by the Open Meetings Act.

*Section 6. Quorum.* A majority of the Board then appointed and serving shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless his dissent or abstention shall be entered in the minutes of the meeting or unless he shall file his written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent or abstention by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of the action.

*Section 7. Conduct of Business.* At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the Chairperson shall preside, and in the absence of the Chairperson, the Vice Chairperson shall preside. In the absence of the Chairperson and the Vice Chairperson, a chairperson shall be chosen by the Board from among the Directors present.

The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

*Section 8. Executive Committee, Other Committees.* The Board may, by resolution passed by a majority of the Directors, designate three (3) or more Directors to constitute an executive committee or other type of committee. To the extent provided in the authorizing resolution, a committee shall have and may exercise all of the Corporation of the Board in the management of the Corporation, except where action of the Board is specified by statute. A committee shall act in the manner provided in the authorizing resolution. Each committee so designated shall keep regular minutes of the

transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Corporation, and shall report the same to the Board from time to time. Committees authorized to exercise the powers of the Board shall give notice of any meeting in the manner required for a meeting of the Board.

*Section 9. Compensation of Directors.* Directors, as such, shall not receive any salary or compensation for their services as Directors; provided, that nothing contained herein shall be construed to preclude any Director from receiving compensation which is not excessive and which is at commercially reasonable rates for personal services (rendered in other than a "Director" capacity) which are reasonable and necessary in carrying out the Corporation's purposes.

*Section 10. Board of Advisory Directors.* The Board may establish a Board of Advisory Directors composed of members who are, in the judgment of the Board, qualified to advise with respect to the activities of the Corporation. Members of the Board of Advisory Directors shall serve for a term of one (1) year or such longer term as may be fixed by the Board, not to exceed four (4) years. Advisory Directors may be removed by the Board at any time with or without cause. The number of members of the Board of Advisory Directors shall be fixed from time to time by the Board. The officers and Directors of the Corporation may consult with the Board of Advisory Directors from time to time with respect to the activities of the Corporation but the Board of Advisory Directors shall in no way restrict the powers of the Board nor limit its responsibilities or obligations. The Board of Advisory Directors shall have no responsibility for the management of the affairs of the Corporation. Advisory Directors shall not receive any salary or compensation for their services as Advisory Directors; provided, that nothing contained herein shall be construed to preclude any Advisory Director from receiving compensation which is not excessive and which is at commercially reasonable rates for personal services (rendered in other than an "Advisory Director" capacity) which are reasonable and necessary in carrying out the Corporation's purposes.

*Section 11. Director's Reliance on Consultant Information.* A Director shall not be liable if while acting in good faith and with ordinary care, he relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation;
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or
- (c) a committee of the Board of which the Director is not a member.

## ARTICLE III OFFICERS

*Section 1. Titles and Term of Office.* The officers of the Corporation shall be a chairperson of the Board, one or more vice chairpersons of the Board, a president, one or more vice presidents, a secretary, a treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that neither the Chairperson of the Board nor the President shall hold the office of Secretary. The term of office for each officer (other than the Chairperson) shall commence on the date of such officer's election and terminate on the earlier of: two (2) years; the date that the officer is replaced by the board; or, if the officer is a member of the Board, the date that the officer is no longer a member of the Board. The Chairperson shall serve for the term designated by the Mayor of the City.

All officers (other than the Chairperson) shall be subject to removal, with or without cause, at any time by a vote of a majority of the whole Board then appointed and serving.

A vacancy in the office of any officer (other than the Chairperson) shall be filled by the Board.

*Section 2. Powers and Duties of the Chairperson.* The Chairperson shall be a member of the Board and shall preside at all meetings of the Board. The Chairperson shall be elected by the Board. He or she shall have such duties as are assigned by the Board. The Chairperson may call special or emergency meetings of the Board.

*Section 3. Powers and Duties of the Vice Chairperson.* The Vice Chairperson shall be a member of the Board. The Vice Chairperson shall perform the duties and exercise the powers of the Chairperson upon the Chairperson's death, absence, disability, or resignation, or upon the Chairperson's inability to perform the duties of his or her office. Any action taken by the Vice Chairperson in the performance of the duties of the Chairperson shall be conclusive evidence of the absence or inability to act of the Chairperson at the time such action was taken.

*Section 4. Powers and Duties of the President.* The President shall be the principal executive officer of the Corporation and, subject to the Board, he or she shall be in general charge of the properties and affairs of the Corporation. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, the President, Chairperson, or Vice Chairperson may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Corporation.

*Section 5. Vice Presidents.* A Vice President shall have such powers and duties as may be assigned to him or her by the Board or the President, including the performance of the duties of the President upon the death, absence, disability, or resignation of the President, or upon the President's inability to perform the duties of his or her office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

*Section 6. Treasurer.* The Treasurer shall have custody of all the funds and securities of the Corporation which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; he or she may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board; whenever required by the Board, he or she shall render a statement of his or her case account; he or she shall enter or cause to be entered regularly in the books of the Corporation to be kept by him or her for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation; he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board; and he or she shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require.

*Section 7. Secretary.* The Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, he or she may sign with the President in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; he or she shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Corporation during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

*Section 8. Compensation.* Officers may be entitled to receive such salary or compensation for personal services which are necessary and reasonable in carrying out the Corporation's purposes as the Board may from time to time determine, provided, that in no event shall the salary or compensation be excessive. Board members, even in their capacity as officers, are not entitled to compensation except as otherwise provided in Article II, Section 9.

*Section 9. Officer's Reliance on Consultant Information.* In the discharge of a duty imposed or power conferred on an officer of the Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

(a) one or more other officers or employees of the Corporation, including members of the Board; or

(b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

#### ARTICLE IV MISCELLANEOUS PROVISIONS

*Section 1. Fiscal Year.* The fiscal year of the Corporation shall begin October 1 of each year.

*Section 2. Seal.* The seal of the Corporation shall be such as from time to time may be approved by the Board.

*Section 3. Notice and Waiver of Notice.* Whenever any notice whatever, other than public notice of a meeting given to comply with the Open Meetings Act, is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

*Section 4. Resignations.* Any Director, officer or Advisory Director may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

*Section 5. Gender.* References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

*Section 6. Appropriations and Grants.* The Corporation shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

## ARTICLE V INDEMNIFICATION OF DIRECTORS AND OFFICERS

*Section 1. Right to Indemnification.* Subject to the limitations and conditions as provided in this Article V and the Articles of Incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Corporation or while a Director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability.

*Section 2. Advance Payment.* The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 1 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification;

provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

*Section 3. Indemnification of Employees and Agents.* The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V; and the Corporation may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Corporation but who are or were serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article V.

*Section 4. Appearance as a Witness.* Notwithstanding any other provision of this Article V, the Corporation may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

*Section 5. Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 3 of this Article V may have or hereafter acquire under any law (common or statutory), provision of the Articles of Incorporation of the Corporation or these Bylaws, agreement, vote of shareholders or disinterested Directors or otherwise.

*Section 6. Insurance.* The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article V.

*Section 7. Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

*Section 8. Savings Clause.* If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

## ARTICLE VI RESERVED

## ARTICLE VII CODE OF ETHICS

### *Section 1. Policy and Purposes.*

(a) It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

(b) This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

### *Section 2. Conflicts of Interest.*

(a) Except as provided in subsection (c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is

foreseeable that the business entity or real property will be economically benefited by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of \$15,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. An interest of a person related in the second degree by affinity or the third degree by consanguinity to a Director or officer is considered a substantial interest.

(b) If a Director or a person related to a Director in the first or second degree by affinity or the first, second, or third degree by consanguinity has a substantial interest in a business entity or real property that would be pecuniarily affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

(c) A Director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the Corporation will receive a similar pecuniary benefit.

(d) An employee of a public entity may serve on the Board.

*Section 3. Acceptance of Gifts.* No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, "benefit" does not include:

(a) a fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a Director or officer;

(b) a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer;

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:

- (1) not more than one honorarium is received from the same person in a calendar year;
- (2) not more than one honorarium is received for the same service; and
- (3) the value of the honorarium does not exceed \$250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services;

(d) a benefit consisting of food, lodging, transportation, or entertainment accepted as a guest is reported as may be required by law.

*Section 4. Bribery.* A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

(a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer;

(b) any benefit as consideration for the Director's or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or

(c) any benefit as consideration for a violation of a duty imposed by law on the Director or officer.

*Section 5. Nepotism.* No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity (marriage relationship) or within the third degree of consanguinity (blood relationship) to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE VIII  
AMENDMENTS

A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board then appointed and serving at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by the City Commission of the City to be effective.

**CITY COMMISSION REGULAR MTG**

(7) (i)

**Meeting Date:** 10/15/2025

Community Development Block Grant Citizen Advisory Committee By-Laws

**Submitted For:** Patricia Mata, Community Development/ Grant Admin

**Submitted By:** Patricia Mata, Community Development/ Grant Admin

**Department:** Community Development/ Grant Admin

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**Information**

**ACTION REQUEST**

Consider and accept the Community Development Block Grant Citizen Advisory Committee Bylaws update.

**BACKGROUND (Brief Summary)**

Upon review of the City of Texas City's Charter, the Community Development Department made the necessary changes to the Community Development Block Grant (CDBG) Citizen Advisory Committee Bylaws to mirror other Texas City boards and commissions bylaws. The updates included reducing the number of members from eight to five, specifying age and term limits, and clarifying the Department's actions taken for vacancies, resignations, and terminations.

**RECOMMENDATION**

Staff recommends accepting and adopting the updated CDBG Citizen Advisory Committee bylaws.

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**Fiscal Impact**

**Funds Available Y/N:**

**Amount Requested:**

**Source of Funds:**

**Account #:**

**Fiscal Impact:**

There is no fiscal impact for this item.

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**Attachments**

CAC Bylaws.10.15.2025

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**The City of Texas City**  
**Community Development Block Grant (CDBG)**  
**Citizen Advisory Committee**  
Bylaws

### Statement of Purpose

The primary purpose and objective of the Citizen Advisory Committee is to administer the citizen participation requirements of the Housing and Community Development Act of 1974 and to monitor the progress of all funded programs and make recommendations to the Mayor and Commissioners regarding the implementation of the CDBG funded programs. The CAC is also a body officially charged by the City of Texas City Community Development Department to act as the medium for citizen advice and comment concerning CDBG planning and performance.

### Committee Governance and Responsibilities

The committee shall be limited to 5 committee members including the Chair and Vice-Chair, with one serving as the presiding officer. An annual organizational meeting for electing officers shall be conducted each January. Each committee member, including the Chair and Vice-Chair, shall serve two-year terms and may be reappointed.

The Citizen Advisory Committee (CAC) is comprised of Texas City residents of at least 21 years of age and is responsible for encouraging citizen participation, as required by the Citizen Participation Plan. The CAC shall participate in the preparation of the Consolidated Annual Performance and Evaluation Report.

### Chair

The committee shall elect a Chair to preside over its activities and serve as its primary representative to the Texas City Community Development Department (TCCDD). The Chair shall be elected by committee members via popular vote following the first official meeting. In the event of a tie vote, the TCCDD shall appoint a Chair from the individuals with a tied vote count. Each Chair shall remain in the position for no more than 2 years.

### Vice-Chair

The committee shall elect a Vice-Chair to assist the Chair in presiding over its activities and serve as its secondary representative to the TCCDD. The Vice-Chair shall be elected by committee members via popular vote following the first official meeting. In the event of a tie vote, the TCCDD shall appoint a Vice-Chair from the individuals with a tied vote count. Each Vice-Chair shall remain in the position for no more than 2 years.

### Quorum

A simple majority of all the members of the CAC shall constitute a quorum to do business.

### Vacancies, Resignations, and Terminations

If a member, including the Chair and Vice Chair, of the committee is absent for three (3) consecutive, regular meetings without an explanation acceptable to a majority of the committee, the seat of that committee member shall be declared vacant at the next regular CAC meeting.

Should committee members resign before the end of their term, TCCDD will report their resignation to the City Secretary's office.

**The City of Texas City**  
**Community Development Block Grant (CDBG)**  
**Citizen Advisory Committee**  
Bylaws

Should the Chair or Vice-Chair resign from their position or the committee, the TCCDD shall organize a special election to replace the Chair or Vice-Chair within two weeks of the Chair's resignation. The special election may take place electronically (via email, SurveyMonkey, etc.) should a meeting not be scheduled within two weeks of the Chair's or Vice Chair's resignation.

Any member may be removed from office for cause and a vote of at least two-thirds (2/3) of the current members of the CAC.

### Special Elections

Should the Chair or Vice-Chair resign from their position or the committee, the TCCDD shall organize a special election to replace the Chair or Vice-Chair within two weeks of the Chair's resignation. The special election may take place electronically (via email, SurveyMonkey, etc.) should a meeting not be scheduled within two weeks of the Chair's or Vice Chair's resignation.

### Member Appointment and Replacement

The need for other members will be reviewed annually by the chief executive officer, and appropriate recommendation for their continuance made to the city commission.

### Meetings and Logistics

The CDBG Federal Register notice requires each committee to meet biannually but may meet up to four times per year at a time and place proposed by the committee and agreed upon by the TCCDD. The TCCDD shall coordinate meeting locations and find a venue. All meetings of the CAC shall be conducted in an open manner, with freedom of access to all interested persons. Dates, times and locations of all meetings shall be posted in a manner consistent with the Texas Open Meetings Act.

Translation services for written materials may be available via the TCCDD upon request. In order to accommodate those unable to travel, the committee shall use technology solutions such as teleconferencing software to facilitate meetings and solicit feedback as necessary.

The office of the CAC shall be with the Community Development Department

### Program Updates

In order to routinely update the committee, the TCCDD shall provide a report to the committee via the Chair no later than two weeks before each planned committee meeting. The report shall include, at a minimum, the following information:

- General CDBG program updates;
- Project information and statuses upon request if applicable; and
- Action plan amendments and/or relevant legislative changes, if any.

### Compensation

Committee members cannot be compensated for their time but can be reimbursed for expenses related to service on committee, which is permissible under CDBG based programs.

**CITY COMMISSION REGULAR MTG**

(7) (j)

**Meeting Date:** 10/15/2025

Safety Policy Revisions

**Submitted For:** Jennifer Price, Human Resources

**Submitted By:** Susan Sensat, Human Resources

**Department:** Human Resources

**Information**

**ACTION REQUEST**

Consider and take action on Resolution No. 2025-117, approving revisions to the Safety Policy.

**BACKGROUND (Brief Summary)**

The requested updates to the Safety Policy include:

1. Table of Contents updated to reflect updated form attachments.

Section I: Organization and Responsibility – update to remove a Department named Traffic which does not exist in the current City structure.

Section X: Reporting Procedures – • Updated Sub-section A with verbiage to specify that ALL injuries or accidents MUST be reported IMMEDIATELY.

• Added Sub-section D to notify staff that a failure to follow these reporting procedures may results in disciplinary measures.

Updated safety forms attached, including: • Vehicle Inspection Form • Employee’s Report of Injury/Illness • Supervisor’s Accident/Loss Investigation Report • Employee’s Material Handling/Property Damage Report • Supervisor’s Material Handling/Property Damage Report • Departmental Safety Meeting Documentation Form, AND • General Safety Inspection Checklist.

Page Numbers in Table of Contents to be updated upon adaptation to this version of policy.

**RECOMMENDATION**

It is recommended to adopt these revisions to the Safety Policy.

**Fiscal Impact**

**Funds Available Y/N:**

**Amount Requested:**

**Source of Funds:**

**Account #:**

**Fiscal Impact:**

N/a

**Attachments**

SAFETY POLICY- REDLINED  
NEW FORMS- SAFETY POLICY  
SAFETY POLICY- COMPLETED  
SUMMARY OF CHANGES

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# **CITY OF TEXAS CITY**



# **SAFETY POLICY**

**S.A.T.T.-Safety Accomplished Through Thinking**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>SUBJECT</b>	<b>PAGE</b>
	Purpose and Objectives	3
I	Organization and Responsibility	4
II	General Rules	7
III	Office Safety	7
IV	Work Site Inspections & Safety Meetings	9
V	Operations of Vehicles & Equipment	9
VI	Personal Protection	10
VII	Handling & Storage	10
VIII	Confined Spaces	11
IX	Trenching & Shoring	12
X	Reporting Procedures	12
XI	Accident Review Procedures	13
	Approval Signatures	14

**ATTACHMENTS**

<u>1</u>	Potential Safety Hazard Report Form	15
<u>2</u>	<u>Vehicle Inspection Form</u>	
<u>3</u>	<u>Employee's Report of Injury/Illness</u>	
<u>4</u>	<u>Supervisor's Accident/Loss Investigation Report</u>	
<u>5</u>	<u>Employee's Material Handling/Property Damage Report</u>	
<u>6</u>	<u>Supervisor's Material Handling/Property Damage Report</u>	

7 Departmental Safety Meeting Documentation Form

8 General Safety Inspection Checklist

49

2 Safety Meeting Documentation Form 16

3 Accident Report Form 17

4 Accident Investigation Form 18

5 Self Inspection Checklist 18

## **S.A.T.T.-Safety Accomplished Through Thinking**

### **PURPOSE AND OBJECTIVES**

City employees have a right to expect a proper place in which to work. If we utilize to the fullest the talents of our management team, we will be certain our efforts to achieve accident free operations will be successful. We will maintain a safety and healthy program that conforms to the best practices of municipal organizations. No job is so important and no service so urgent that we cannot take time to perform our work safely. Department heads, foremen, superintendents, and supervisors must understand that accident prevention is as much their responsibility as their normal, day-to-day work. Each supervisor will be held responsible for safety within the area of their supervision. Accident prevention and efficient operations go hand in hand. A good safety record is a clear sign of good management.

The Goal of every employee is to be able to return home safely to his or her family at the end of the workday. To that end, each employee has a personal responsibility in accident prevention. Each has a responsibility to their family, their fellow employees, and their employer. Therefore, each employee is expected to observe safe practice rules. It is each employee's responsibility to work in a safe, sensible manner and not take unnecessary chances.

It is the policy of the City of Texas City to conduct its operations with the utmost regard for the safety of its employees, its customers and the public. Therefore, these instructions are for the protections of all employees and are to be considered at all times by the various department heads, division heads, supervisors, lead personnel and all employees.

It is the firm and continuing policy of the management of this City that accidents will be reduced or eliminated by the use of every reasonable precaution and by the aggressive promotion of safe practices within the workplace. We will comply with all safety regulations and procedures to this end.

We pledge to strive to maintain an accident-free workplace and a leadership position in the protection of the environment and the health and safety of our employees and contractors. By maintaining a safe work environment, we will be better capable of serving the citizens of Texas City to the best of our abilities.

Many accidents are due to unsafe conditions and can be minimized with periodic inspections and preventive loss control.

The safety rules in this manual represent minimum requirements and are only intended to cover average conditions. Since it is not practical to cover all conditions and emergencies, It is the duty of management and employees alike to assure that all assignments are clearly understood and that all safety rules are observed.

**DISCLAIMER:** The Provisions of the Local Government Code, Chapter 143, and/or the provisions contained in the Collective Bargaining Agreements established pursuant to Article 515c V.A.T.S., shall take precedence over this policy whenever the provisions of this policy are in conflict therewith.

I. ORGANIZATION AND RESPONSIBILITY

- A. Employee Safety Committee
- B. The basic functions of the Employee Safety Committee is to help create and maintain all employees' active interest in safety. To achieve this there must be a spirit of cooperation and commitment to safety as a shared responsibility between top management and the employees. The proper safety attitude of the members will have a positive influence on others. The more they become involved, the more they will involve other employees and the community they serve.
  - 1. The committee will establish policies and procedures regarding the overall safety program for the City of Texas City. Individual members will be responsible to their department head for implementation and promotion of the safety program within their department.
  - 2. Purposes of the Safety Committee:
    - a) Arouse and maintain the interest of directors, superintendents, middle management, and frontline supervisors and keep them informed on safety matters.
    - b) Stimulate and maintain employee interest and show them that their cooperation is needed to minimize accidents.
    - c) Make safety activities a function of the agency's operation and an integral part of operating procedures and methods.
    - d) Provide an opportunity for free discussion of occupational hazards or potential problems and preventive measures.
    - e) Help the operating manager evaluate safety suggestions.
    - f) Maintain the full backing of management; so that the safety committee may perform it purpose efficiently.
  - 3. Employee Safety Committee will consist of:
    - a) Coordinator of Emergency Management & Safety
    - b) Personnel Director
    - c) Fire Department Training Officer
    - d) Police Department Training Officer
    - e) Representatives from:
      - (1) Street & Bridge
      - (2) Sanitation
      - (3) Public Works Shop
      - (4) Building Maintenance
      - (5) Rainwater Pump Station
      - ~~(6)~~ Traffic
      - ~~(7)~~(6) Water & Sewer
      - ~~(8)~~(7) Wastewater Treatment Plant
      - ~~(9)~~(8) Inspection
      - ~~(10)~~(9) Parks & Recreation
      - ~~(11)~~(10) Golf Course
      - ~~(12)~~(11) Library
      - ~~(13)~~(12) Administration
      - ~~(14)~~(13) Community Development
      - ~~(15)~~(14) Animal Control
  - 4. Specific Functions of Employee Safety Committee

- a) Discuss safety policies and recommend their adoption by management.
  - b) Evaluate reported unsafe conditions and practices.
  - c) Review and analyze accident summaries or logs.
  - d) Inform management of current program status regarding goals, experience, training, equipment needs, etc.
  - e) Review and analyze accident prevention inspection reports.
  - f) Serve as a means of safety communications.
    - (1) Create and maintain an active interest in safety.
    - (2) Encourage employees to share in the activities of accident prevention.
  - g) Familiarize key staff members with safety procedures, techniques, etc.
  - h) Bring together various viewpoints for discussion.
  - i) Promote interest in and cooperation for safety among the committee members.
5. Responsibilities of the Employee Safety Committee
- a) Conduct periodic safety inspections.
  - b) Review the circumstances and causes of accidents and suggest recommendations for corrective measures.
  - c) Offer suggestions to management for improvement of the safety program.
  - d) Increase the knowledge and understanding of safety for all personnel by promoting educational activities such as films, talk, etc.
  - e) Observe unsafe conditions and work practices and report them to supervisors.
  - f) Listen to suggestions by employees, report them to the committee, and make appropriate recommendations to management.
  - g) Assist departments in establishing safety standards, goals, and awards programs.
- C. Coordinator of Emergency Management & Safety shall:
- 1. Promote and coordinate a safety program for all employees of the City and maintain the records of the program.
  - 2. Review all City employee accident forms.
  - 3. Conduct new employee safety orientation.
  - 4. Appoint an individual to investigate all accidents involving the general public on City-owned property and review the results of such investigation.
  - 5. Review all accidents involving City vehicles or equipment.
  - 6. Investigate any report of unsafe working conditions or safety hazards.
  - 7. Report unsafe work practices or safety hazards to the appropriate Department Head.
  - 8. Provide information, ideas, training assistance, and materials to Department Heads and employees.
  - 9. Conduct and chair employee safety committee meetings.

10. Provide the Mayor's office with a report of all accidents, investigations, safety recommendations, and progress of the total safety program.
- D. Management Shall:
1. Provide means to accomplish this policy.
  2. Enforce this policy and take disciplinary action, consistent with personnel policies, against employee's willfully disregarding said policy.
  3. Encourage contractors of City Departments to abide by this policy.
  4. Conduct safety inspections regularly and file reports.
  5. Establish and provide safety training for personnel.
  6. Establish and maintain an employee safety and recognition program.
- E. Department Heads Shall:
1. Promote and direct a safety program within their department.
  2. Take action on unsafe conditions and unsafe work practices.
  3. Investigate all accidents within their department, to both personnel and equipment, to include vehicles.
  4. Appoint a department or section safety coordinator.
  5. Report all safety violations, unsafe work practices, hazardous conditions, and injuries to the Coordinator of Emergency Management & Safety immediately.
  6. Review accident reports and forward to the Office of the Personnel and the Coordinator of Emergency Management & Safety.
  7. Establish a Safety Goals and Awards program for their department.
- F. Line Supervisors shall:
1. Be responsible for the safety and well-being of all employees under their supervision.
  2. Instruct their employees on safe practices and conditions.
  3. Direct and provide safety training and information to their employees.
  4. Enforce safety regulations in their area of responsibility and, when necessary, take disciplinary action, consistent with personnel policies, to maintain a safe working environment.
  5. Inspect all job sites for unsafe conditions. Take immediate action to prevent any accident and eliminate any unsafe condition.
  6. Report all safety violations, unsafe work practices, and hazardous conditions to their department head immediately.
  7. Make available the necessary personal protective equipment, safety materials and first aid kits.
  8. Ensure appropriate safety equipment, devices, and clothing are used at all times.
  9. Report all employee injuries to the department head immediately and file a written accident report as soon as practicable, but no later than the next working day.
  10. Delegate and train subordinate personnel in safety and loss prevention.
- G. Employees Shall:
1. Adhere to this safety policy and work according to good safety practices, as posted, instructed, and discussed.
  2. Refrain from any unsafe act that might endanger them, their fellow employees, or members of the public.
  3. Use all safety devices available for the safe performance of their assigned duties.
  4. Exercise personal safety to protect themselves and other employees.

5. Report all accidents and injuries to their supervisors immediately.
6. Report any unsafe condition or act to their immediate supervisor immediately.
7. Maintain good housekeeping and a clean and orderly workplace.
8. Attend and participate in safety meetings and training.
9. Use proper personal protective equipment.

## II. GENERAL RULES

- A. At no time is an employee to be under the influence of alcohol or drugs prior to or during work hours.
- B. Employees must inform their immediate supervisor prior to working when taking prescriptions or over-the-counter medication that could affect their ability to operate a vehicle or machinery, or could impair their judgment.
- C. Supervisors must carry first aid kits in their vehicles and be trained in first aid. Employees who drive City vehicles must ensure that an accident information card and proper insurance coverage documents are carried in each City vehicle.
- D. Employees must report all injuries and vehicle accidents; however slight, to their immediate supervisor as soon as possible. Any motor vehicle accident involving a City owned vehicle must be reported immediately to the appropriate law enforcement agency.
- E. Employees must wear seat belts when driving or riding in City vehicles.
- F. Employees must dress safe for the performance of their assigned duties.
- G. Personal protective equipment provided by the City must be utilized by processes or environment. Reflective outerwear must be worn by any employee working in or near vehicular traffic.
- H. All employees, except firefighters, must attend "Right to Know" training as required under the City's Hazard Communications Program.
- I. All employees are to become familiar with the location of Material Safety Data Sheets (MSDS), fire extinguishers, eye washers, first aid stations, chemical showers, emergency telephone numbers, and escape routes.
- J. All employees must attend "Protect Your Back" training.
- K. Smoking is not permitted in City buildings or vehicles.
- L. All employees must wear a nametag or badge.
- M. Horseplay and willful misconduct is prohibited.

## III. OFFICE SAFETY

- A. Falling and Tripping:
  1. Extension cords should not be used as a substitute for permanent wiring. Extension cords are permitted only with portable equipment. While in immediate use:
    - a. Each extension cord should be plugged in directly into an approved receptacle and should, except for approved multiplying extension cords, serve only one piece of equipment.
    - b. The current capacity of the cord should not be less than the rated capacity of the equipment.
    - c. The extension cord should be maintained in good condition without splices, deterioration or damage.
    - d. The extension cord should be of the grounded type when servicing grounded equipment.
    - e. Extension cords and flexible cords should not be affixed to structures, extended through walls, ceilings, floors, under

furniture, doors or floor coverings, nor be subject to environmental damaging physical impact.

2. Equipment cords should not cross a traffic aisle.
  3. Before entering any area, be sure to have adequate lighting.
  4. Floor surfaces are constantly being wiped or waxed, always use caution when walking.
  5. Loose throw rugs will not be acceptable on any floor.
  6. Loose or frayed carpeting must be reported immediately.
  7. All floors must be free of pens, pencils, paper clips and other items that could create a hazard.
  8. Never run on stairways, use handrails and never carry more than you can carry in one hand and maintain good visibility.
  9. Never use office furniture as a ladder, and report all defective furniture immediately.
- B. Office Furniture:
1. Desks, cabinets and general work areas must be clean and orderly at all times.
  2. All file cabinets, desks and table drawers should be kept closed when not being used.
  3. Do not overload the top drawer on any file cabinet.
  4. Paper cutters always require caution. Be sure the guard is in place, and when finished, the cutting arm must be down and locked.
  5. Most office equipment is electronically operated, including typewriters, calculators, pencil sharpeners, etc. Employees should be alert for frayed wiring, loose connections and sparks. These occurrences shall be reported to the department head immediately.
  6. Employees working in mailrooms and opening cartons must always use caution.
    - a. Avoid the use of a razor blade under any circumstances.
    - b. Use only a commercially approved cutter. Always cut away from should be closed and stored properly.
  7. Staplers can be dangerous items when used improperly.
    - a. Use only for its intended purpose.
    - b. When cleaning a jam, do not use sharp instruments such as letter openers or knives.
    - c. When removing staples, never use fingernails. Use the proper staple remover.
- C. General Traffic:
1. When walking in aisles, stairways and corridors always walk on the right side.
  2. When approaching corners, slow down before turning.
  3. Never carry pointed articles in front of you when you are in traffic (i.e., pencils, rulers, scissors etc.)
  4. Use extreme caution when approaching doorways, especially if they do not have two-way windows. Also, be aware that doors may open towards you.

#### IV. WORK SITE INSPECTIONS AND SAFETY MEETINGS

- A. It shall be the primary responsibility of each and every employee, regardless of position, to constantly remain alert for any unsafe condition on a daily basis, and to correct or report them immediately.

- B. The Coordinator of Emergency Management & Safety along with insurance officials and other designated personnel will conduct on-site safety inspections, with or without notice, to detect unsafe conditions. Any such conditions shall be reported to the department head for correction.
- C. Work sites will complete applicable facility safety checklist on a quarterly basis and submit same to the department head and Office of Emergency Management & Safety. Attachment 5 contains the available checklists from which worksites will pull those pertinent to the work, tasks, or safety issues of the job site.
- D. Workplace safety meetings will be scheduled on a regular basis and it will be the responsibility of management to have their employees attend and participate.
- E. Employees having good knowledge of a specific area may participate or assist in conducting workplace safety meetings upon submitting a short outline to their safety representative.

**V. OPERATION OF VEHICLES AND EQUIPMENT**

- A. No employee is to drive or operate a vehicle or piece of equipment until they have been fully trained in the areas listed below:
  1. Knowledge of Texas driving laws.
  2. Knowledge of vehicle or equipment and pre-trip checks.
  3. Passage of written and/or operational tests, when applicable.
  4. Employees who operate City vehicles must have a valid Texas Driver license for the class vehicle they are operating and must notify their supervisor immediately should the license be suspended or revoked.
  5. Upon conviction, employees shall assume financial responsibility for traffic violations other than those involving equipment or mechanical failure.
  6. Responsibility for citations received for traffic violations of Texas Law.
  7. Awareness of correct backing procedures, proper use of traffic cones, barricade placement and traffic control.
  8. Awareness of correct signals from operator to ground crews in all operations of all divisions.
  9. Responsibility for a clean vehicle interior at all times.
  10. Supervisors must carry first aid kits in their vehicles must ensure that a Vehicle Accident Reporting Kit and proper insurance coverage documents are carried in the City vehicle they operate.
  11. When fueling, properly shut off engine, extinguish cigarettes and log correct information on gas logs.
  12. When a vehicle or piece of equipment breaks down, authorized maintenance personnel only will attempt to repair, push or tow the disabled unit.
  13. All units in the field must be equipped with safety lights, cones, flags, safety vest and fire extinguishers. Police vehicles will be equipped as required by the Police Chief. Fire vehicles will be equipped as required by the Fire Chief.
  14. Remember, children play outside every day of the year, always remain alert in driving practices.
  15. Employees who abuse or negligently use City owned vehicles or equipment will be subject to disciplinary actions consistent with personnel policies.
  16. Seatbelts must be worn according to state law. All factory installed seatbelts on special equipment must be utilized.

17. Back-up alarms must be installed on vehicles of one ton or larger in size and on all motorized equipment.

## VI. PERSONAL PROTECTION

- A. Eye and Face:  
Employees must use provided suitable eye and face protection where injury may occur from flying objects, glare, liquid splashes, weed eaters, edges, chemicals, grinding and sand blasting.
- B. Welding:  
Goggles or transparent face shields must be worn during all welding procedures by the welder and all other personnel in the immediate area.
- C. Respiratory Protection:  
Proper respiratory protective gear must be worn in confined spaces, (i.e., tanks, dangerous air contamination, liquid chlorine, gases, vapors, fumes, dust and other areas as instructed).
- D. Hand, Arm and Body:  
Protective gloves must be worn when handling toxic materials and potentially hazardous operations (i.e., acids, welding, sand blasting, sanitation operations and other work operations which may require aprons and hard hats where applicable).
- E. Footwear:  
Employees must wear suitable footwear protection at all times in the performance of their duties. Where slippery, explosive, or toxic solvents are present, employees must wear rubber boots. Wearing of sandals, thongs, sneakers, loafers or other similar footwear will not be acceptable during work hours for employees serving in laborer, maintenance, construction, or inspection positions.
- F. High Visibility Gear:  
Employees must wear provided high visibility vests when:
  1. Working early or late hours where there is not enough natural light to work by.
  2. Exposed to vehicular traffic in streets and alleys.
  3. Directing traffic as required.
- G. Lifelines:  
Employees must wear required lifeline and lanyards when working in overhead positions, trenches, and sewer lines.

## VII. HANDLING AND STORAGE

- A. Lifting and Carrying:
  1. All employees must attend "Protect Your Back" training.
  2. Know your lifting and carrying abilities and boundaries and stay within them.
  3. Size up the item and only lift what you can handle easily. When possible, face in the direction you plan to go before lifting.
  4. Get as close as possible and squat down while keeping the back straight.
  5. Use smooth motion, do not jerk, and with a firm grip, stand up.
  6. Bring load close to the body, and proceed in normal steps
  7. Do not overextend yourself. Stop and rest if necessary.

8. Do not overload, get help and divide the load or obtain the proper equipment to move heavy materials.
  9. Immediately report to your supervisor any pain or other symptoms, however slight.
- B. Stacking Material:
1. Keep piles neat, firm, straight, and level.
  2. Keep aisles, stairways and exits free and clear at all times.
  3. Use proper protective gear when handling sharp or rough objects.
  4. All plastic containers, cans or drums, which have a useable product in them, must be sealed and properly labeled with correct information required by law. Avoid the mixing and transfer of products when possible.
  5. Maintain good housekeeping and do not allow rubbish, oily rags or other combustible materials to accumulate.
  6. Do not stack combustible or flammable materials next to heat generating machinery.
- C. Hazardous Materials
1. Hazardous material can be found virtually in every workplace. It may vary from a few ounces in aerosol cans to several thousand gallons in bulk storage tanks. All employees, except fire fighters, must attend "Right to Know" training as required under the City's Hazard Communications Program.
  2. Employees assigned to working with these materials must always:
    - a. Be up to date on all handling procedures.
    - b. Be constantly aware of all potential dangers.
    - c. Be licensed as required.
  3. Each and every container, regardless of size or substance must be sealed and properly labeled at all times as required by law. Never mix or transfer toxic chemicals.
  4. Storage site areas are never to be left open, unlocked or unattended.
  5. Whenever in doubt, never assume. It might be fatal.
  6. All employees are to become familiar with the location of Materials Safety Data Sheets (MSDS), fire extinguishers, eye washers, first aid stations, chemical showers, emergency telephone numbers and escape routes.

#### VIII. **CONFINED SPACES**

- A. Employees and supervisors who work in confined spaces must attend Confined Space Safety training.
- B. Some examples of confined spaces are tanks, manholes, sewers, excavations, casings, smoke filled rooms, etc. Confined spaces can be very dangerous and caution should be exercised when working in these areas.
- C. Planning and Preparation:
1. Safety entry into confined spaces begins with proper planning and preparation. Each employee involved should share in the planning step by step.
  2. Prepare the space for entry and review all work to be done in the confined area. Organize any tools and equipment. Use only safe, grounded, explosion-proof items.
  3. Define and review all safety equipment, respirators, goggles, gloves, helmets, lifelines, ample lighting and communication at the worksite, (i.e., rescue procedures).

4. Use lockouts and tags to prevent accidental startup of equipment while someone is working in the confined space. Cut off steam, water, gas or power lines that enter the confined space.
  5. Before entering confined area and during work procedures, test the air quality of the space from top to bottom for oxygen, combustibility, and toxicity. Ventilate the space if necessary to maintain an oxygen level of at least 19.5 percent.
  6. Proper respiratory protective gear must be worn in confined spaces, (i.e., tanks, dangerous air contamination, liquid chlorine, gases, vapors, fumes, dust and other areas as instructed).
  7. At no time shall an employee enter a confined space without a back-up partner.
- D. Back Up:  
In spite of these precautions, emergencies can still occur with someone inside a confined space. The safety of the employee usually depends on quick rescue. Consequently, personnel involved in entering confined spaces should be familiar with rescue procedures. Safety precautions shall include the following:
- a. Not only a safe entry, but a safe exit.
  - b. An emergency plan if a person becomes injured or loses consciousness.
  - c. Wrist or full harness with a safety line attached.
  - d. Another employee standing by.

**IX. TRENCHING AND SHORING**

- A. Supervisors of excavation operations must attend excavation training, be knowledgeable about the soils and rock formations that might be encountered during excavation operations and be familiar with OSHA Excavation Standards (29CFR, Part 1926, Subpart P).
- B. Trenches of four feet or more in depth will always be protected. Trenches less than four feet deep must be protected when examination by a competent person indicates that ground movement might be expected.
- C. Trenches four feet or more in depth must be shored, sheeted, braced, sloped, or otherwise supported by means strong enough to protect the employee.
- D. All materials used in support systems must be in good serviceable condition and of proper dimensions.
- E. Constant examinations are required based on such factors as variation in water content, exposure to air, sun, rain, loading and unloading operations on-site vibrations from equipment or traffic and the type of soil, sand, or gravel being used.

**X. REPORTING PROCEDURES**

- A. ~~All accidents~~ **Any work-related accident or injury, minor or major, involving employees, vehicles, and equipment will must be reported immediately to the supervisor in charge of that particular operation or department.** The supervisor will be responsible for notifying the department head who in turn will notify the Personnel Department and the Coordinator of Emergency Management & Safety. A written report of the accident will be forwarded to the department head who will in turn forward it to the Personnel Office and the Coordinator of Emergency Management & Safety. Drug and/or alcohol analysis as detailed in the City's Drug & Alcohol Policy may be required for employees involved in accidents involving City vehicles.
- B. Any near miss that does not result in an injury to anyone, but could have resulted

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In a major injury, or causes damages to any property, shall be reported to the

Personnel Office and the Coordinator of Emergency Management & Safety within 48 hours via an Accident Report/Investigation Form by the supervisor involved.

C. Accident Involving City Employees:

1. Employees are to report the nature of the accident to their supervisor first, Unless immediate medical attention is needed.
2. Seek medical attention, either first-aid or doctor's care. Call for an ambulance if needed.
3. In the case of a death, line supervisors should immediately notify the Department Head, Mayor's Office, Personnel Office, Coordinator of Emergency Management & Safety, and Police Department.

3.D. Failure to follow REPORTING PROCEDURES as outlined above may result in disciplinary action up to and including termination of employment.

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D.E. Accidents Involving City Vehicles

1. Stop at once.
2. Take steps to prevent further accidents, park safely, and set out warning devices if practicable.
3. Send for or call the police.
4. If anyone is injured take care of him first. Call for medical assistance as required.
5. Notify the first line supervisor who will in turn notify the department head.
6. Do not discuss the accident with anyone other than the investigating police officer(s), your supervisor, your department head and/or the Coordinator of Emergency Management & Safety.
7. The driver of the vehicle may be required to undergo a drug and/or alcohol analysis as detailed in the City's Drug & Alcohol Policy.

E.F. Reporting Hazardous Conditions

1. All employees are charged with identifying and reporting any hazardous conditions that may exist in city facilities, equipment, vehicles, job sites, and job tasks.
2. Employees will notify their immediate supervisor who will in turn notify their department head who will turn notify the Coordinator of Emergency Management & Safety.
3. Employees will notify their immediate supervisor who will in turn notify their department head who will notify the Coordinator of Emergency Management & Safety.

XI. ACCIDENT REVIEW PROCEDURES

A. Accident Investigation

1. All accidents involving City employees, vehicles, equipment, and property will be investigated by the supervisor of the individual involved.
2. The purpose or goal of each accident investigation is to determine what can be done to prevent it from happening again.
3. Determining the root cause of an accident is essential to accident prevention. Use the accident investigation form (see Attachment 4) to gather the following information.
  - a. What happened?
  - b. Why did it happen?
  - c. What was involved?
  - e. Where did it happen?

- f. When did It happen?
- g. Who was involved?

- B. The Employee Safety Committee will meet on a quarterly basis to review all Accident Report and/or Investigation Forms submitted and will conduct any appropriate investigation in order to prevent future incidents.
- C. The Employee Safety Committee will prepare a written response to the appropriate Department Head, reviewing the accident and making any recommendations. A copy of this memorandum will be forwarded to the Chief Elected Official and Personnel Director.

Sharon A Nalls, Coordinator ( <b>Signed</b> )	
Emergency Management & Safety	1-26-96
Charles T. Doyle ( <b>Signed</b> )	
Mayor	1-26-96

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**ATTACHMENT 1**  
**POTENTIAL SAFETY HAZARD REPORT**  
(Turn in to Safety Representative when completed)

Date Reported _____	Reported by _____
<b>LOCATION OR PROCEDURE CONCERNED</b>	
<b>DETAILED DESCRIPTION OF THE PROBLEM (use back if necessary)</b>	
<b>SUGGESTED CORRECTIVE MEASSURES (use back if necessary)</b>	
<b>DATE RECEIVED: _____ SAFETY REP'S COMMENTS OR SUGGESTIONS</b>	

**ATTACHMENT 2  
SAFETY MEETING DOCUMENTATION FORM**

**Commented [AS1]:** Updated form to be attached

<b>THINK SAFETY</b>	<b>SAFETY MEETING DOCUMENTATION</b> DATE: _____ TIME: _____ DEPARTMENT/SECTION: _____ FACILITATED BY: _____
-------------------------	---

EMPLOYEES PRESENT		ABSENT
1.	16.	1.
2.	17.	2.
3.	18.	3.
4.	19.	4.
5.	20.	5.
6.	21.	6.
7.	22.	7.
8.	23.	8.
9.	24.	9.
10.	25.	10.
11.	26.	11.
12.	27.	12.
13.	28.	13.
14.	29.	14.
15.	30.	15.
TOPICS COVERED		
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

**ATTACHMENT 3-  
ACCIDENT REPORT FORM**

**City of Texas City  
Accident Report**

Employee Name: \_\_\_\_\_ Department: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Job Title: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Marital Status:  Married  Widowed  Separated  Single  Divorced  
Number of Dependent Children: \_\_\_\_\_ Spouse's Name: \_\_\_\_\_  
Date of Accident/Injury: \_\_\_\_\_ Time: \_\_\_\_\_  
Medical Attention Sought:  Yes  No Name of Doctor: \_\_\_\_\_  
Hospital/Clinic: \_\_\_\_\_

**Where Did Accident Occur?**

Was Employee doing his/her regular job?  Yes  No

Lost time accident?  Yes  No If yes, number of days out: \_\_\_\_\_

Returned to work: (Date) \_\_\_\_\_

Part of body injured: \_\_\_\_\_

Nature of Injury: \_\_\_\_\_ (bruise, cut, laceration, strain, fracture, exposure, etc.)

**How and why accident/Injury occurred:**

Was safety equipment being used?  Yes  No

Employee's immediate Supervisor: \_\_\_\_\_

Witnesses: \_\_\_\_\_

**Please note: False statements on this form is cause for disciplinary action, up to and including termination.**

Date: \_\_\_\_\_ Employee Signature: \_\_\_\_\_

**Supervisor:**

When was the injury reported to you? \_\_\_\_\_

Additional Comments: \_\_\_\_\_

Date: \_\_\_\_\_ Supervisor's Signature: \_\_\_\_\_

**This form must be completed the day of the injury by the employee and the supervisor, forwarded to the personnel director that day or hand delivered the following morning by 10:00 AM. The supervisor is responsible to have the employee drug tested the day the accident if required by City policy.**

Routing: Original to Personnel  
Copy to Safety Director and Department Head

**ATTACHMENT 4  
ACCIDENT INVESTIGATION FORM**

**SUPERVISOR'S  
ACCIDENT INVESTIGATION  
REPORT**

**Accidents and near-accidents whether resulting in injury or not should be investigated to determine cause and means of preventing recurrences.**

PERSON INJURED			
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**Reviewed By: — Date:**  
**Unit/Department:**



## **Employee Acknowledgment City of Texas City**

### **Safety Policy**

I have received the Safety Policy, and I understand that it is my responsibility to read and comply with the policy and any revisions made.

---

Employee Signature

---

Date

---

Print Employee Name

---

*"the place where COMMUNITY MATTERS"*

## VEHICLE INSPECTION FORM

**Department** \_\_\_\_\_  
**Vehicle #** \_\_\_\_\_  
**Inspection Expiration Date** \_\_\_\_\_  
**Engine Oil Mileage** \_\_\_\_\_

**Date of Vehicle Inspection** \_\_\_\_\_  
**License Plate#** \_\_\_\_\_  
**Registration Expiration Date** \_\_\_\_\_  
**Next Engine Oil Change Due** \_\_\_\_\_

Item	Satisfactory	Unsatisfactory	Item	Satisfactory	Unsatisfactory
HORN	_____	_____	TAIL LIGHTS	_____	_____
MIRRORS	_____	_____	BRAKE LIGHTS	_____	_____
GLASS	_____	_____	REVERSE LIGHTS	_____	_____
BATTERY WATER/CABLE	_____	_____	BRAKES/BRAKE FLUID	_____	_____
ENGINE	_____	_____	SLACK IN STEERING	_____	_____
WIPERS / FLUID	_____	_____	EXHAUST SYSTEM	_____	_____
POWER STEERING / FLUID	_____	_____	TIRES / SPARE TIRE	_____	_____
TURN INDICATORS	_____	_____	DOORS	_____	_____
EMERGENCY FLASHERS	_____	_____	BUMPERS	_____	_____
SEAT BELTS	_____	_____	HOOD MECHANISM	_____	_____
HEAD LIGHTS	_____	_____	CAB / BED	_____	_____
PARKING LIGHTS	_____	_____	TRANSMISSION / OIL	_____	_____
DEFROSTER	_____	_____	COOLANT	_____	_____
GRILL/FENDERS	_____	_____	SAFETY EQUIPMENT	_____	_____

Explain all items shown as unsatisfactory: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Corrective actions for unsatisfactory items reported to supervisor? \_\_\_\_\_

Supervisors name \_\_\_\_\_

What corrective action was made to unsatisfactory item: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Inspection performed by: \_\_\_\_\_  
Employee's (Driver's) Signature

**CITY OF TEXAS CITY  
EMPLOYEE'S REPORT OF INJURY/ILLNESS**

To be completed by the employee the day of the injury/illness and given to supervisor for processing.  
The completed form must be received by the Human Resource Department by 10:00 am the morning following the injury/illness. The supervisor is responsible for having the employee drug tested the day of the accident, if required by City policy.

**Check One**  
 Near Miss Report  
 Exposure Report  
 Accident Report

Employee Name: _____		Date of Injury/Illness: _____	
Department: _____		Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM	
Division: _____		Location where injury/illness occurred: _____	
Job Title: _____			
Immediate Supervisor's Name: _____			
Home Address: _____		Marital Status: _____	
Home Phone: _____		<input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Separated	
		Spouses Name: _____	
		No of children: _____	

Did the injury/illness occur in the course of doing your regular job?  Yes  NO

Described how injury/illness occurred: (Include, What, How, and Object/Equipment or Substance Involved):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Was Safety Equipment being used?  Yes  No      If yes, describe: \_\_\_\_\_

Medical Attention Sought:  Yes  No

Return to Regular Job:  Yes  No

Return to Light Duty Job:  Yes  No

Lost Time Accident:  Yes  No

Name of Doctor: \_\_\_\_\_

Hospital/Clinic: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

<b>Part of Body Injured:</b> <input type="checkbox"/> Eye (L <input type="checkbox"/> R <input type="checkbox"/> ) <input type="checkbox"/> Head <input type="checkbox"/> Chest <input type="checkbox"/> Back      Upper <input type="checkbox"/> Lower <input type="checkbox"/> <input type="checkbox"/> Abdomen <input type="checkbox"/> Arm (L or R) (L <input type="checkbox"/> R <input type="checkbox"/> ) <input type="checkbox"/> Hand/Finger (L <input type="checkbox"/> R <input type="checkbox"/> ) <input type="checkbox"/> Leg (L or R) (L <input type="checkbox"/> R <input type="checkbox"/> ) <input type="checkbox"/> Foot - Toe (L <input type="checkbox"/> R <input type="checkbox"/> ) <input type="checkbox"/> Respiratory System <input type="checkbox"/> Other _____	<b>Type of Injury:</b> <input type="checkbox"/> Laceration <input type="checkbox"/> Abrasion <input type="checkbox"/> Puncture <input type="checkbox"/> Burn <input type="checkbox"/> Fracture <input type="checkbox"/> Strain-Sprain <input type="checkbox"/> Amputation <input type="checkbox"/> Foreign Body <input type="checkbox"/> Hernia <input type="checkbox"/> Contusion <input type="checkbox"/> Other _____
--	--

*Note: False statements on this form is cause for disciplinary action, up to and including termination.*

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For Supervisor's Use**

When was this injury/illness reported to you? (Date and Time): \_\_\_\_\_

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Reviewed by Department Head**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR PERSONNEL DIRECTOR'S USE ONLY**

Employee # \_\_\_\_\_ TWCC Report Submitted:  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF TEXAS CITY  
ACCIDENT/LOSS INVESTIGATION REPORT

TO BE COMPLETED BY SUPERVISOR OR DEPARTMENT HEAD WITHIN 3 DAYS OF INCIDENT OCCURRENCE

Department:	Division:	Date Reported:
Exact Location:	On Employer's Premises: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date of Occurrence:	Time: <input type="checkbox"/> AM <input type="checkbox"/> PM	
<b>Personal Injury or Illness</b>		<b>Property Damage</b>
Name:		Property Damaged:
Job Title:	Estimated Costs:	Actual Costs:
Nature of Injury or Illness:	Nature of Damage:	
Object/Equipment/Substance Causing Injury or Illness	Object/Equipment/Substance Causing Damage:	
Person with Most Control of Object/Equipment/Substance:	Person with Most Control of Object/Equipment/Substance:	

<b>DESCRIPTION</b>	Describe clearly how the accident occurred.
	Did Injured Leave Work: <input type="checkbox"/> YES <input type="checkbox"/> NO      Date: _____ Time: <input type="checkbox"/> AM <input type="checkbox"/> PM
	Did Injured Go to the Doctor: <input type="checkbox"/> YES <input type="checkbox"/> NO      To Hospital <input type="checkbox"/> YES <input type="checkbox"/> NO
	Name of Physician or Hospital:
	Expected Date of Return to Work:

<b>ANALYSIS</b>	What acts, failures to act and/or conditions contribute most directly to this accident: (Immediate Cause)							
	What are the basic or fundamental reasons for the existence of these acts and/or conditions? (Fundamental Cause)							
	<p><i>For Material Handling Property Damage Accidents, Complete Additional Information on Reverse Side.</i></p> <table style="width: 100%;"> <tr> <td style="width: 50%;">LOSS SEVERITY POTENTIAL</td> <td style="width: 50%;">PROBABLE RECURRENCE RATE</td> </tr> <tr> <td><input type="checkbox"/> High (Major)</td> <td><input type="checkbox"/> High (Frequent)</td> </tr> <tr> <td><input type="checkbox"/> Medium (Serious)</td> <td><input type="checkbox"/> Medium (Occasional)</td> </tr> <tr> <td><input type="checkbox"/> Low (Minor)</td> <td><input type="checkbox"/> Low (Rare)</td> </tr> </table>	LOSS SEVERITY POTENTIAL	PROBABLE RECURRENCE RATE	<input type="checkbox"/> High (Major)	<input type="checkbox"/> High (Frequent)	<input type="checkbox"/> Medium (Serious)	<input type="checkbox"/> Medium (Occasional)	<input type="checkbox"/> Low (Minor)
LOSS SEVERITY POTENTIAL	PROBABLE RECURRENCE RATE							
<input type="checkbox"/> High (Major)	<input type="checkbox"/> High (Frequent)							
<input type="checkbox"/> Medium (Serious)	<input type="checkbox"/> Medium (Occasional)							
<input type="checkbox"/> Low (Minor)	<input type="checkbox"/> Low (Rare)							

<b>PREVENTION</b>	What action is to be taken to prevent recurrence?
	What action has already been taken to prevent recurrence?

Supervisors Signature: _____	Date: _____
Department Head's Signature: _____	Date: _____





# Departmental Safety Meeting Documentation Form



Date: \_\_\_\_\_ Time: \_\_\_\_\_

Facilitated By: \_\_\_\_\_

Department: \_\_\_\_\_

Division: \_\_\_\_\_

Name of Safety Video: \_\_\_\_\_

## EMPLOYEE ATTENDANCE LIST

1.	16.
2.	17.
3.	18.
4.	19.
5.	20.
6.	21.
7.	22.
8.	23.
9.	24.
10.	25.
11.	26.
12.	27.
13.	28.
14.	29.
15.	30.

## Topics Covered

1.
2.
3.
4.

City of Texas City  
GENERAL SAFETY INSPECTION CHECKLIST

DEPARTMENT \_\_\_\_\_ FACILITY \_\_\_\_\_

PERSON CONDUCTING INSPECTION \_\_\_\_\_ DATE OF INSPECTION \_\_\_\_\_

*Instructions: Check each item below as "Satisfactory" or "Unsatisfactory." Add any pertinent comments and the location of hazards in the space provided for each item checked "Unsatisfactory." **If the item does not apply to the facility or grounds please check "N/A."***

	Satisfactory	Unsatisfactory	N/A	Comment / Location
<p><b>General Safety</b></p> <p>Aisles and walkways clear</p> <p>Area free of falling hazards</p> <p>First Aid kit available &amp; supplies are maintained</p> <p>Emergency Lighting functioning</p> <p>Lighting adequate</p> <p>Ladders in adequate condition</p> <p>Safety signs posted</p> <p>Emergency numbers posted</p> <p>Emergency exits posted</p> <p>Access to emergency equipment</p> <p>Hurricane supply buckets are adequate</p>	-----	-----	-----	
<p><b>Housekeeping / Common Hazard</b></p> <p>Materials properly stored</p> <p>Work areas neat and clean</p> <p>Floors clean and dry</p> <p>Excess paper &amp; trash removed</p> <p>Floors free from protrusions, loose tiles, etc.</p> <p>Carpets and rugs secure</p> <p>Handrails are secure/in good repair</p> <p>Desk, cabinets &amp; doors in good repair</p> <p>Proper lifting procedures are practiced</p> <p>Safety signs posted where needed</p>	-----	-----	-----	
<p><b>Fire Safety</b></p> <p>Fire extinguishers and other fire equipment maintained and checked regularly</p> <p>Fire extinguishers mounted, visible, and accessible</p> <p>Employees trained to use fire extinguishers</p> <p>Fire alarms and smoke detectors maintained</p> <p>Sprinkler system in good working condition</p> <p>Evacuation plan posted</p> <p>Emergency exits properly marked</p> <p>Flammable materials properly stored / ventilated</p> <p>Rubbish and used chemicals disposed of properly</p>	-----	-----	-----	

<b>Grounds and Buildings</b>	Satisfactory	Unsatisfactory	N/A	Comment / Location
Grounds free of unusual hazards such as holes, protrusions, other obstacles.	-----	-----	-----	
Trees are free of loose branches or protruding roots	-----	-----	-----	
Fences are structurally sound & free of holes	-----	-----	-----	
Sidewalks, entrances, steps and lawns properly maintained	-----	-----	-----	
Walkways and paved areas free of cracks and loose pavement	-----	-----	-----	
All doors and windows in working condition	-----	-----	-----	
Outside lighting sufficient around pedestrian traffic area	-----	-----	-----	
Ceilings free of cracks	-----	-----	-----	
Restrooms free of water hazards & sanitized	-----	-----	-----	
Handrails in stairways in good condition	-----	-----	-----	
Stairway and all area lighting is adequate	-----	-----	-----	
Floors in good repair, free of protruding nails, slippery surfaces, loose boards, etc	-----	-----	-----	
Opening in floors covered and marked	-----	-----	-----	
Aisles and passageways have adequate width and are unobstructed	-----	-----	-----	
Electrical outlets or cords adequate for intended load	-----	-----	-----	
Coffee pots or heat producing products away from flammable materials	-----	-----	-----	
Electrical wiring in good condition	-----	-----	-----	
Circuit breaker panels clearly marked with "caution" warning	-----	-----	-----	
Breaker and control box covers closed	-----	-----	-----	
Employee lunch areas pose no exposure to health hazards	-----	-----	-----	
Drop boxes in adequate condition	-----	-----	-----	
Drinking fountains working properly	-----	-----	-----	
<b>Machinery / Tools / Equipment</b>				
Machinery and equipment is maintained properly	-----	-----	-----	
Belts, gears, chains, clutches and shafting properly guarded	-----	-----	-----	
Effective points-of-operation guards are in place	-----	-----	-----	
Equipment and facilities free of oil & grease spills	-----	-----	-----	
Visible electrical equipment used appropriately and in good condition	-----	-----	-----	
Tampering or unauthorized use of any machinery or equipment is prohibited	-----	-----	-----	
Tools and machines are free of split or loose handles	-----	-----	-----	
Electrical tools, switch boxes and fixtures are properly grounded	-----	-----	-----	
Extension cords free of frays and breaks	-----	-----	-----	
Ladders, scaffolds, and saw horses in good condition	-----	-----	-----	
Ladders are only placed on stable surfaces	-----	-----	-----	

<b>Machinery / Tools / Equipment Continued</b>	Satisfactory	Unsatisfactory	N/A	Comment/Location
Metal ladders not being used around electrical wiring	-----	-----	-----	
Rung ladders are equipped with nonslip safety feet	-----	-----	-----	
Compressed gas cylinders capped properly	-----	-----	-----	
Compressed gas cylinders free of defects, dents, cracks, deep rusting, cracks in view glass, warped gauges or leakage	-----	-----	-----	
Compressed gas cylinders properly labeled	-----	-----	-----	
Compressed gas cylinders properly secured	-----	-----	-----	
Compressed gas cylinders protected from heat and shock	-----	-----	-----	
Compressed gas cylinders stored upright in designated areas	-----	-----	-----	
Dates current ( expiration, hydrostat test, etc)	-----	-----	-----	
Empty cylinders appropriately marked and/or the valve closed	-----	-----	-----	
Care taken in the handling and storing of cylinders	-----	-----	-----	
Welding cables and hoses in good condition	-----	-----	-----	
Hand and power tools in good condition and used only with guards in place	-----	-----	-----	
Hoist, chains, slings and ropes in good condition	-----	-----	-----	
Power motor blade sharp and discharge guards properly installed and maintained	-----	-----	-----	
Shoring boxes in good condition	-----	-----	-----	
<b>Hazardous / Flammable / Combustible Liquids</b>				
Flammable and combustible liquids stored in approved safety cans	-----	-----	-----	
Containers of flammable or combustible liquids labeled	-----	-----	-----	
Containers inspected periodically for corrosion and damage	-----	-----	-----	
Smoking is prohibited	-----	-----	-----	
Inventory list of I hazardous chemicals and materials is used in the workplace and updated periodically	-----	-----	-----	
Materials safety data sheet available on all hazardous chemicals and materials	-----	-----	-----	
Employees trained on how to use hazardous chemicals and materials	-----	-----	-----	
Emergency phones numbers are posted	-----	-----	-----	
Pesticide mixing and loading away from water sources	-----	-----	-----	

	Satisfactory	Unsatisfactory	N/A	Comment/Location
<b>Personal Protective Equipment (PPE) &amp; Safety</b>				
Active safety & health program in operation for the department (safety meetings)	-----	-----	-----	
An employee is designated for activities in department safety meetings?	-----	-----	-----	
Personal protective equipment readily available	-----	-----	-----	
Use of personal protective equipment enforced	-----	-----	-----	
Safety rules enforced	-----	-----	-----	
Adequate space to perform work tasks safely	-----	-----	-----	
Personal protective equipment maintained in a sanitary condition and ready for use	-----	-----	-----	
Procedures in place for disposal of/ or decontaminating personal protective equipment	-----	-----	-----	
Injuries reported immediately to supervisor	-----	-----	-----	
Accident & injury reports reviewed by supervisors	-----	-----	-----	
Accidents & injuries discussed with employees	-----	-----	-----	
Equipment & machinery maintained & used properly	-----	-----	-----	
Materials loaded and unloaded safely	-----	-----	-----	
Lifting done in proper manner	-----	-----	-----	
Assistance available to lift or move heavy objects safely	-----	-----	-----	
Safety devices used	-----	-----	-----	
Vehicles operated in a safe manner at all times	-----	-----	-----	
Traffic cones, warning flags and barriers used with construction traffic control standards	-----	-----	-----	
Access to all first aid supplies adequate	-----	-----	-----	
Safety signs posted	-----	-----	-----	
Fall hazards addressed	-----	-----	-----	
Employees receive training on the proper operation of all machinery at the work site	-----	-----	-----	
Assigned operators qualified to operate machinery	-----	-----	-----	
Emergency showers and eyewash stations properly located, maintained and sanitized	-----	-----	-----	
Breakrooms and food consumption areas adequately segregated from work areas	-----	-----	-----	

	Satisfactory	Unsatisfactory	N/A	
<b>Office Safety</b>				
Adequate lighting	-----	-----	-----	
Ventilation adequate	-----	-----	-----	
Office furniture in good working order & free of defects	-----	-----	-----	
File cabinets & book case drawers closed when not in use	-----	-----	-----	
Weight distributed in file cabinets to avoid top-heavy condition	-----	-----	-----	
Paper cutting blades in locked position when not in use	-----	-----	-----	
Ergonomic conditions adequate for workstations, keyboards, posture, and repetitive motion	-----	-----	-----	
Employees advised on proper lifting techniques	-----	-----	-----	
Electrical outlets or cords adequate for intended load	-----	-----	-----	
Automatic & Access doors in good repair	-----	-----	-----	
Lock up procedures in place and adequately followed	-----	-----	-----	
Public seating in good repair	-----	-----	-----	
Entrances, exits, hallways clear for passage.	-----	-----	-----	

# **CITY OF TEXAS CITY**



# **SAFETY POLICY**

## **TABLE OF CONTENTS**

<b>SECTION</b>	<b>SUBJECT</b>	<b>PAGE</b>
	Purpose and Objectives	3
I	Organization and Responsibility	4
II	General Rules	7
III	Office Safety	7
IV	Work Site Inspections & Safety Meetings	9
V	Operations of Vehicles & Equipment	9
VI	Personal Protection	10
VII	Handling & Storage	10
VIII	Confined Spaces	11
IX	Trenching & Shoring	12
X	Reporting Procedures	12
XI	Accident Review Procedures	13

## **ATTACHMENTS**

1	Potential Safety Hazard Report Form	15
2	Vehicle Inspection Form	16
3	Employee's Report of Injury/Illness	17
4	Supervisor's Accident/Loss Report	18
5	Employee's Damage Report	19
6	Supervisor's Damage Report	20
7	Departmental Safety Meeting Form	21
8	General Safety Inspection Checklist	22

## **S.A.T.T.-Safety Accomplished Through Thinking**

### **PURPOSE AND OBJECTIVES**

City employees have a right to expect a proper place in which to work. If we utilize to the fullest the talents of our management team, we will be certain our efforts to achieve accident free operations will be successful. We will maintain a safety and healthy program that conforms to the best practices of municipal organizations. No job is so important and no service so urgent that we cannot take time to perform our work safely. Department heads, foremen, superintendents, and supervisors must understand that accident prevention is as much their responsibility as their normal, day-to-day work. Each supervisor will be held responsible for safety within the area of their supervision. Accident prevention and efficient operations go hand in hand. A good safety record is a clear sign of good management.

The Goal of every employee is to be able to return home safely to his or her family at the end of the workday. To that end, each employee has a personal responsibility in accident prevention. Each has a responsibility to their family, their fellow employees, and their employer. Therefore, each employee is expected to observe safe practice rules. It is each employee's responsibility to work in a safe, sensible manner and not take unnecessary chances.

It is the policy of the City of Texas City to conduct its operations with the utmost regard for the safety of its employees, its customers and the public. Therefore, these instructions are for the protections of all employees and are to be considered at all times by the various department heads, division heads, supervisors, lead personnel and all employees.

It is the firm and continuing policy of the management of this City that accidents will be reduced or eliminated by the use of every reasonable precaution and by the aggressive promotion of safe practices within the workplace. We will comply with all safety regulations and procedures to this end.

We pledge to strive to maintain an accident-free workplace and a leadership position in the protection of the environment and the health and safety of our employees and contractors. By maintaining a safe work environment, we will be better capable of serving the citizens of Texas City to the best of our abilities.

Many accidents are due to unsafe conditions and can be minimized with periodic inspections and preventive loss control.

The safety rules in this manual represent minimum requirements and are only intended to cover average conditions. Since it is not practical to cover all conditions and emergencies, it is the duty of management and employees alike to assure that all assignments are clearly understood and that all safety rules are observed.

**DISCLAIMER:** The Provisions of the Local Government Code, Chapter 143, and/or the provisions contained in the Collective Bargaining Agreements established pursuant to Article 515c V.A.T.S., shall take precedence over this policy whenever the provisions of this policy are in conflict therewith.

## I. ORGANIZATION AND RESPONSIBILITY

- A. Employee Safety Committee
- B. The basic functions of the Employee Safety Committee is to help create and maintain all employees' active interest in safety. To achieve this there must be a spirit of cooperation and commitment to safety as a shared responsibility between top management and the employees. The proper safety attitude of the members will have a positive influence on others. The more they become involved, the more they will involve other employees and the community they serve.
  - 1. The committee will establish policies and procedures regarding the overall safety program for the City of Texas City. Individual members will be responsible to their department head for implementation and promotion of the safety program within their department.
  - 2. Purposes of the Safety Committee:
    - a) Arouse and maintain the interest of directors, superintendents, middle management, and frontline supervisors and keep them informed on safety matters.
    - b) Stimulate and maintain employee interest and show them that their cooperation is needed to minimize accidents.
    - c) Make safety activities a function of the agency's operation and an integral part of operating procedures and methods.
    - d) Provide an opportunity for free discussion of occupational hazards or potential problems and preventive measures.
    - e) Help the operating manager evaluate safety suggestions.
    - f) Maintain the full backing of management; so that the safety committee may perform it purpose efficiently.
  - 3. Employee Safety Committee will consist of:
    - a) Coordinator of Emergency Management & Safety
    - b) Personnel Director
    - c) Fire Department Training Officer
    - d) Police Department Training Officer
    - e) Representatives from:
      - a. Street & Bridge
      - b. Sanitation
      - c. Public Works Shop
      - d. Building Maintenance
      - e. Rainwater Pump Station
      - f. Water & Sewer
      - g. Wastewater Treatment Plant
      - h. Inspection
      - i. Parks & Recreation
      - j. Golf Course
      - k. Library
      - l. Administration
      - m. Community Development
      - n. Animal Control
  - 4. Specific Functions of Employee Safety Committee

- a) Discuss safety policies and recommend their adoption by management.
  - b) Evaluate reported unsafe conditions and practices.
  - c) Review and analyze accident summaries or logs.
  - d) Inform management of current program status regarding goals, experience, training, equipment needs, etc.
  - e) Review and analyze accident prevention inspection reports.
  - f) Serve as a means of safety communications.
    - a. Create and maintain an active interest in safety.
    - b. Encourage employees to share in the activities of accident prevention.
  - g) Familiarize key staff members with safety procedures, techniques, etc.
  - h) Bring together various viewpoints for discussion.
  - i) Promote interest in and cooperation for safety among the committee members.
5. Responsibilities of the Employee Safety Committee
- a) Conduct periodic safety inspections.
  - b) Review the circumstances and causes of accidents and suggest recommendations for corrective measures.
  - c) Offer suggestions to management for improvement of the safety program.
  - d) Increase the knowledge and understanding of safety for all personnel by promoting educational activities such as films, talk, etc.
  - e) Observe unsafe conditions and work practices and report them to supervisors.
  - f) Listen to suggestions by employees, report them to the committee, and make appropriate recommendations to management.
  - g) Assist departments in establishing safety standards, goals, and awards programs.
- C. Coordinator of Emergency Management & Safety shall:
- 1. Promote and coordinate a safety program for all employees of the City and maintain the records of the program.
  - 2. Review all City employee accident forms.
  - 3. Conduct new employee safety orientation.
  - 4. Appoint an individual to investigate all accidents involving the general public on City-owned property and review the results of such investigation.
  - 5. Review all accidents involving City vehicles or equipment.
  - 6. Investigate any report of unsafe working conditions or safety hazards.
  - 7. Report unsafe work practices or safety hazards to the appropriate Department Head.
  - 8. Provide information, ideas, training assistance, and materials to Department Heads and employees.
  - 9. Conduct and chair employee safety committee meetings.

10. Provide the Mayor's office with a report of all accidents, investigations, safety recommendations, and progress of the total safety program.
- D. Management Shall:
1. Provide means to accomplish this policy.
  2. Enforce this policy and take disciplinary action, consistent with personnel policies, against employee's willfully disregarding said policy.
  3. Encourage contractors of City Departments to abide by this policy.
  4. Conduct safety inspections regularly and file reports.
  5. Establish and provide safety training for personnel.
  6. Establish and maintain an employee safety and recognition program.
- E. Department Heads Shall:
1. Promote and direct a safety program within their department.
  2. Take action on unsafe conditions and unsafe work practices.
  3. Investigate all accidents within their department, to both personnel and equipment, to include vehicles.
  4. Appoint a department or section safety coordinator.
  5. Report all safety violations, unsafe work practices, hazardous conditions, and injuries to the Coordinator of Emergency Management & Safety immediately.
  6. Review accident reports and forward to the Office of the Personnel and the Coordinator of Emergency Management & Safety.
  7. Establish a Safety Goals and Awards program for their department.
- F. Line Supervisors shall:
1. Be responsible for the safety and well-being of all employees under their supervision.
  2. Instruct their employees on safe practices and conditions.
  3. Direct and provide safety training and information to their employees.
  4. Enforce safety regulations in their area of responsibility and, when necessary, take disciplinary action, consistent with personnel policies, to maintain a safe working environment.
  5. Inspect all job sites for unsafe conditions. Take immediate action to prevent any accident and eliminate any unsafe condition.
  6. Report all safety violations, unsafe work practices, and hazardous conditions to their department head immediately.
  7. Make available the necessary personal protective equipment, safety materials and first aid kits.
  8. Ensure appropriate safety equipment, devices, and clothing are used at all times.
  9. Report all employee injuries to the department head immediately and file a written accident report as soon as practicable, but no later than the next working day.
  10. Delegate and train subordinate personnel in safety and loss prevention.
- G. Employees Shall:
1. Adhere to this safety policy and work according to good safety practices, as posted, instructed, and discussed.
  2. Refrain from any unsafe act that might endanger them, their fellow employees, or members of the public.
  3. Use all safety devices available for the safe performance of their assigned duties.
  4. Exercise personal safety to protect themselves and other employees.

5. Report all accidents and injuries to their supervisors immediately.
6. Report any unsafe condition or act to their immediate supervisor immediately.
7. Maintain good housekeeping and a clean and orderly workplace.
8. Attend and participate in safety meetings and training.
9. Use proper personal protective equipment.

## **II. GENERAL RULES**

- A. At no time is an employee to be under the influence of alcohol or drugs prior to or during work hours.
- B. Employees must inform their immediate supervisor prior to working when taking prescriptions or over-the-counter medication that could affect their ability to operate a vehicle or machinery, or could impair their judgment.
- C. Supervisors must carry first aid kits in their vehicles and be trained in first aid. Employees who drive City vehicles must ensure that an accident information card and proper insurance coverage documents are carried in each City vehicle.
- D. Employees must report all injuries and vehicle accidents; however slight, to their immediate supervisor as soon as possible. Any motor vehicle accident involving a City owned vehicle must be reported immediately to the appropriate law enforcement agency.
- E. Employees must wear seat belts when driving or riding in City vehicles.
- F. Employees must dress safe for the performance of their assigned duties.
- G. Personal protective equipment provided by the City must be utilized by processes or environment. Reflective outerwear must be worn by any employee working in or near vehicular traffic.
- H. All employees, except firefighters, must attend "Right to Know" training as required under the City's Hazard Communications Program.
- I. All employees are to become familiar with the location of Material Safety Data Sheets (MSDS), fire extinguishers, eye washers, first aid stations, chemical showers, emergency telephone numbers, and escape routes.
- J. All employees must attend "Protect Your Back" training.
- K. Smoking is not permitted in City buildings or vehicles.
- L. All employees must wear a nametag or badge.
- M. Horseplay and willful misconduct is prohibited.

## **III. OFFICE SAFETY**

- A. Falling and Tripping:
  1. Extension cords should not be used as a substitute for permanent wiring. Extension cords are permitted only with portable equipment. While in immediate use:
    - a. Each extension cord should be plugged in directly into an approved receptacle and should, except for approved multiplying extension cords, serve only one piece of equipment.
    - b. The current capacity of the cord should not be less than the rated capacity of the equipment.
    - c. The extension cord should be maintained in good condition without splices, deterioration or damage.
    - d. The extension cord should be of the grounded type when servicing grounded equipment.
    - e. Extension cords and flexible cords should not be affixed to structures, extended through walls, ceilings, floors, under

furniture, doors or floor coverings, nor be subject to environmental damaging physical impact.

2. Equipment cords should not cross a traffic aisle.
3. Before entering any area, be sure to have adequate lighting.
4. Floor surfaces are constantly being wiped or waxed, always use caution when walking.
5. Loose throw rugs will not be acceptable on any floor.
6. Loose or frayed carpeting must be reported immediately.
7. All floors must be free of pens, pencils, paper clips and other items that could create a hazard.
8. Never run on stairways, use handrails and never carry more than you can carry in one hand and maintain good visibility.
9. Never use office furniture as a ladder, and report all defective furniture immediately.

**B. Office Furniture:**

1. Desks, cabinets and general work areas must be clean and orderly at all times.
2. All file cabinets, desks and table drawers should be kept closed when not being used.
3. Do not overload the top drawer on any file cabinet.
4. Paper cutters always require caution. Be sure the guard is in place, and when finished, the cutting arm must be down and locked.
5. Most office equipment is electronically operated, including typewriters, calculators, pencil sharpeners, etc. Employees should be alert for frayed wiring, loose connections and sparks. These occurrences shall be reported to the department head immediately.
6. Employees working in mailrooms and opening cartons must always use caution.
  - a. Avoid the use of a razor blade under any circumstances.
  - b. Use only a commercially approved cutter. Always cut away from should be closed and stored properly.
7. Staplers can be dangerous items when used improperly.
  - a. Use only for its intended purpose.
  - b. When cleaning a jam, do not use sharp instruments such as letter openers or knives.
  - c. When removing staples, never use fingernails. Use the proper staple remover.

**C. General Traffic:**

1. When walking in aisles, stairways and corridors always walk on the right side.
2. When approaching corners, slow down before turning.
3. Never carry pointed articles in front of you when you are in traffic (i.e., pencils, rulers, scissors etc.)
4. Use extreme caution when approaching doorways, especially if they do not have two-way windows. Also, be aware that doors may open towards you.

**IV. WORK SITE INSPECTIONS AND SAFETY MEETINGS**

- A. It shall be the primary responsibility of each and every employee, regardless of position, to constantly remain alert for any unsafe condition on a daily basis, and to correct or report them immediately.

- B. The Coordinator of Emergency Management & Safety along with insurance officials and other designated personnel will conduct on-site safety inspections, with or without notice, to detect unsafe conditions. Any such conditions shall be reported to the department head for correction.
- C. Work sites will complete applicable facility safety checklist on a quarterly basis and submit same to the department head and Office of Emergency Management & Safety. Attachment 5 contains the available checklists from which worksites will pull those pertinent to the work, tasks, or safety issues of the job site.
- D. Workplace safety meetings will be scheduled on a regular basis and it will be the responsibility of management to have their employees attend and participate.
- E. Employees having good knowledge of a specific area may participate or assist in conducting workplace safety meetings upon submitting a short outline to their safety representative.

**V. OPERATION OF VEHICLES AND EQUIPMENT**

- A. No employee is to drive or operate a vehicle or piece of equipment until they have been fully trained in the areas listed below:
  1. Knowledge of Texas driving laws.
  2. Knowledge of vehicle or equipment and pre-trip checks.
  3. Passage of written and/or operational tests, when applicable.
  4. Employees who operate City vehicles must have a valid Texas Driver license for the class vehicle they are operating and must notify their supervisor immediately should the license be suspended or revoked.
  5. Upon conviction, employees shall assume financial responsibility for traffic violations other than those involving equipment or mechanical failure.
  6. Responsibility for citations received for traffic violations of Texas Law.
  7. Awareness of correct backing procedures, proper use of traffic cones, barricade placement and traffic control.
  8. Awareness of correct signals from operator to ground crews in all operations of all divisions.
  9. Responsibility for a clean vehicle interior at all times.
  10. Supervisors must carry first aid kits in their vehicles must ensure that a Vehicle Accident Reporting Kit and proper insurance coverage documents are carried in the City vehicle they operate.
  11. When fueling, properly shut off engine, extinguish cigarettes and log correct information on gas logs.
  12. When a vehicle or piece of equipment breaks down, authorized maintenance personnel only will attempt to repair, push or tow the disabled unit.
  13. All units in the field must be equipped with safety lights, cones, flags, safety vest and fire extinguishers. Police vehicles will be equipped as required by the Police Chief. Fire vehicles will be equipped as required by the Fire Chief.
  14. Remember, children play outside every day of the year, always remain alert in driving practices.
  15. Employees who abuse or negligently use City owned vehicles or equipment will be subject to disciplinary actions consistent with personnel policies.
  16. Seatbelts must be worn according to state law. All factory installed seatbelts on special equipment must be utilized.

17. Back-up alarms must be installed on vehicles of one ton or larger in size and on all motorized equipment.

## **VI. PERSONAL PROTECTION**

- A. Eye and Face:  
Employees must use provided suitable eye and face protection where injury may occur from flying objects, glare, liquid splashes, weed eaters, edges, chemicals, grinding and sand blasting.
- B. Welding:  
Goggles or transparent face shields must be worn during all welding procedures by the welder and all other personnel in the immediate area.
- C. Respiratory Protection:  
Proper respiratory protective gear must be worn in confined spaces, (i.e., tanks, dangerous air contamination, liquid chlorine, gases, vapors, fumes, dust and other areas as instructed).
- D. Hand, Arm and Body:  
Protective gloves must be worn when handling toxic materials and potentially hazardous operations (i.e., acids, welding, sand blasting, sanitation operations and other work operations which may require aprons and hard hats where applicable).
- E. Footwear:  
Employees must wear suitable footwear protection at all times in the performance of their duties. Where slippery, explosive, or toxic solvents are present, employees must wear rubber boots. Wearing of sandals, thongs, sneakers, loafers or other similar footwear will not be acceptable during work hours for employees serving in laborer, maintenance, construction, or inspection positions.
- F. High Visibility Gear:  
Employees must wear provided high visibility vests when:
  1. Working early or late hours where there is not enough natural light to work by.
  2. Exposed to vehicular traffic in streets and alleys.
  3. Directing traffic as required.
- G. Lifelines:  
Employees must wear required lifeline and lanyards when working in overhead positions, trenches, and sewer lines.

## **VII. HANDLING AND STORAGE**

- A. Lifting and Carrying:
  1. All employees must attend "Protect Your Back" training.
  2. Know your lifting and carrying abilities and boundaries and stay within them.
  3. Size up the item and only lift what you can handle easily. When possible, face in the direction you plan to go before lifting.
  4. Get as close as possible and squat down while keeping the back straight.
  5. Use smooth motion, do not jerk, and with a firm grip, stand up.
  6. Bring load close to the body, and proceed in normal steps
  7. Do not overextend yourself. Stop and rest if necessary.

8. Do not overload, get help and divide the load or obtain the proper equipment to move heavy materials.
  9. Immediately report to your supervisor any pain or other symptoms, however slight.
- B. Stacking Material:
1. Keep piles neat, firm, straight, and level.
  2. Keep aisles, stairways and exits free and clear at all times.
  3. Use proper protective gear when handling sharp or rough objects.
  4. All plastic containers, cans or drums, which have a useable product in them, must be sealed and properly labeled with correct information required by law. Avoid the mixing and transferal of products when possible.
  5. Maintain good housekeeping and do not allow rubbish, oily rags or other combustible materials to accumulate.
  6. Do not stack combustible or flammable materials next to heat generating machinery.
- C. Hazardous Materials
1. Hazardous material can be found virtually in every workplace. It may vary from a few ounces in aerosol cans to several thousand gallons in bulk storage tanks. All employees, except fire fighters, must attend "Right to Know" training as required under the City's Hazard Communications Program.
  2. Employees assigned to working with these materials must always:
    - a. Be up to date on all handling procedures.
    - b. Be constantly aware of all potential dangers.
    - c. Be licensed as required.
  3. Each and every container, regardless of size or substance must be sealed and properly labeled at all times as required by law. Never mix or transfer toxic chemicals.
  4. Storage site areas are never to be left open, unlocked or unattended.
  5. Whenever in doubt, never assume. It might be fatal.
  6. All employees are to become familiar with the location of Materials Safety Data Sheets (MSDS), fire extinguishers, eye washers, first aid stations, chemical showers, emergency telephone numbers and escape routes.

## **VIII. CONFINED SPACES**

- A. Employees and supervisors who work in confined spaces must attend Confined Space Safety training.
- B. Some examples of confined spaces are tanks, manholes, sewers, excavations, casings, smoke filled rooms, etc. Confined spaces can be very dangerous and caution should be exercised when working in these areas.
- C. Planning and Preparation:
  1. Safety entry into confined spaces begins with proper planning and preparation. Each employee involved should share in the planning step by step.
  2. Prepare the space for entry and review all work to be done in the confined area. Organize any tools and equipment. Use only safe, grounded, explosion-proof items.
  3. Define and review all safety equipment, respirators, goggles, gloves, helmets, lifelines, ample lighting and communication at the worksite, (i.e., rescue procedures).

4. Use lockouts and tags to prevent accidental startup of equipment while someone is working in the confined space. Cut off steam, water, gas or power lines that enter the confined space.
  5. Before entering confined area and during work procedures, test the air quality of the space from top to bottom for oxygen, combustibility, and toxicity. Ventilate the space if necessary to maintain an oxygen level of at least 19.5 percent.
  6. Proper respiratory protective gear must be worn in confined spaces, (i.e., tanks, dangerous air contamination, liquid chlorine, gases, vapors, fumes, dust and other areas as instructed).
  7. At no time shall an employee enter a confined space without a back-up partner.
- D. Back Up:  
In spite of these precautions, emergencies can still occur with someone inside a confined space. The safety of the employee usually depends on quick rescue. Consequently, personnel involved in entering confined spaces should be familiar with rescue procedures. Safety precautions shall include the following:
- a. Not only a safe entry, but a safe exit.
  - b. An emergency plan if a person becomes injured or loses consciousness.
  - c. Wrist or full harness with a safety line attached.
  - d. Another employee standing by.

#### **IX. TRENCHING AND SHORING**

- A. Supervisors of excavation operations must attend excavation training, be knowledgeable about the soils and rock formations that might be encountered during excavation operations and be familiar with OSHA Excavation Standards (29CFR, Part 1926, Subpart P).
- B. Trenches of four feet or more in depth will always be protected. Trenches less than four feet deep must be protected when examination by a competent person indicates that ground movement might be expected.
- C. Trenches four feet or more in depth must be shored, sheeted, braced, sloped, or otherwise supported by means strong enough to protect the employee.
- D. All materials used in support systems must be in good serviceable condition and of proper dimensions.
- E. Constant examinations are required based on such factors as variation in water content, exposure to air, sun, rain, loading and unloading operations on-site vibrations from equipment or traffic and the type of soil, sand, or gravel being used.

#### **X. REPORTING PROCEDURES**

- A. **Any work-related accident or injury, minor or major, involving employees, vehicles, and equipment must be reported immediately to the supervisor in charge of that particular operation or department.** The supervisor will be responsible for notifying the department head who in turn will notify the Personnel Department and the Coordinator of Emergency Management & Safety. A written report of the accident will be forwarded to the department head who will in turn forward it to the Personnel Office and the Coordinator of Emergency Management & Safety. Drug and/or alcohol analysis as detailed in the City's Drug & Alcohol Policy may be required for employees involved in accidents involving City vehicles.
- B. Any near miss that does not result in an injury to anyone, but could have resulted

in a major injury, or causes damages to any property, shall be reported to the Personnel Office and the Coordinator of Emergency Management & Safety within 48 hours via an Accident Report/Investigation Form by the supervisor involved.

- C. Accident Involving City Employees:
  - 1. Employees are to report the nature of the accident to their supervisor first, Unless immediate medical attention is needed.
  - 2. Seek medical attention, either first-aid or doctor's care. Call for an ambulance if needed.
  - 3. In the case of a death, line supervisors should immediately notify the Department Head, Mayor's Office, Personnel Office, Coordinator of Emergency Management & Safety, and Police Department.
- D. Failure to follow REPORTING PROCEDURES as outlined above may result in disciplinary action up to and including termination of employment.
- E. Accidents Involving City Vehicles
  - 1. Stop at once.
  - 2. Take steps to prevent further accidents, park safely, and set out warning devices if practicable.
  - 3. Send for or call the police.
  - 4. If anyone is injured take care of him first. Call for medical assistance as required.
  - 5. Notify the first line supervisor who will in turn notify the department head.
  - 6. Do not discuss the accident with anyone other than the investigating police officer(s), your supervisor, your department head and/or the Coordinator of Emergency Management & Safety.
  - 7. The driver of the vehicle may be required to undergo a drug and/or alcohol analysis as detailed in the City's Drug & Alcohol Policy.
- F. Reporting Hazardous Conditions
  - 1. All employees are charged with identifying and reporting any hazardous conditions that may exist in city facilities, equipment, vehicles, job sites, and job tasks.
  - 2. Employees will notify their immediate supervisor who will in turn notify their department head who will turn notify the Coordinator of Emergency Management & Safety.
  - 3. Employees will notify their immediate supervisor who will in turn notify their department head who will notify the Coordinator of Emergency Management & Safety.

## **XI. ACCIDENT REVIEW PROCEDURES**

- A. Accident Investigation
  - 1. All accidents involving City employees, vehicles, equipment, and property will be investigated by the supervisor of the individual involved.
  - 2. The purpose or goal of each accident investigation is to determine what can be done to prevent it from happening again.
  - 3. Determining the root cause of an accident is essential to accident prevention. Use the accident investigation form (see Attachment 4) to gather the following information.
    - a. What happened and why?
    - b. What was involved?
    - c. Where did it happen?
    - d. When did it happen?
    - e. Who was involved?

- B. The Employee Safety Committee will meet on a quarterly basis to review all Accident Report and/or Investigation Forms submitted and will conduct any appropriate investigation in order to prevent future incidents.
  - C. The Employee Safety Committee will prepare a written response to the appropriate Department Head, reviewing the accident and making any recommendations. A copy of this memorandum will be forwarded to the Chief Elected Official and Personnel Director.
-

**ATTACHMENT 1**  
**POTENTIAL SAFETY HAZARD REPORT**  
(Turn in to Safety Representative when completed)

Date Reported _____ Reported by _____
<b>LOCATION OR PROCEDURE CONCERNED</b>
<b>DETAILED DESCRIPTION OF THE PROBLEM (use back if necessary)</b>
<b>SUGGESTED CORRECTIVE MEASSURES (use back if necessary)</b>
<b>DATE RECEIVED: _____ SAFETY REP'S COMMENTS OR SUGGESTIONS</b>

## VEHICLE INSPECTION FORM

**Department** \_\_\_\_\_  
**Vehicle #** \_\_\_\_\_  
**Inspection Expiration Date** \_\_\_\_\_  
**Engine Oil Mileage** \_\_\_\_\_

**Date of Vehicle Inspection** \_\_\_\_\_  
**License Plate#** \_\_\_\_\_  
**Registration Expiration Date** \_\_\_\_\_  
**Next Engine Oil Change Due** \_\_\_\_\_

Item	Satisfactory	Unsatisfactory	Item	Satisfactory	Unsatisfactory
HORN	_____	_____	TAIL LIGHTS	_____	_____
MIRRORS	_____	_____	BRAKE LIGHTS	_____	_____
GLASS	_____	_____	REVERSE LIGHTS	_____	_____
BATTERY WATER/CABLE	_____	_____	BRAKES/BRAKE FLUID	_____	_____
ENGINE	_____	_____	SLACK IN STEERING	_____	_____
WIPERS / FLUID	_____	_____	EXHAUST SYSTEM	_____	_____
POWER STEERING / FLUID	_____	_____	TIRES / SPARE TIRE	_____	_____
TURN INDICATORS	_____	_____	DOORS	_____	_____
EMERGENCY FLASHERS	_____	_____	BUMPERS	_____	_____
SEAT BELTS	_____	_____	HOOD MECHANISM	_____	_____
HEAD LIGHTS	_____	_____	CAB / BED	_____	_____
PARKING LIGHTS	_____	_____	TRANSMISSION / OIL	_____	_____
DEFROSTER	_____	_____	COOLANT	_____	_____
GRILL/FENDERS	_____	_____	SAFETY EQUIPMENT	_____	_____

Explain all items shown as unsatisfactory: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Corrective actions for unsatisfactory items reported to supervisor? \_\_\_\_\_

Supervisors name \_\_\_\_\_

What corrective action was made to unsatisfactory item: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Inspection performed by: \_\_\_\_\_  
Employee's (Driver's) Signature

**CITY OF TEXAS CITY  
EMPLOYEE'S REPORT OF INJURY/ILLNESS**

To be completed by the employee the day of the injury/illness and given to supervisor for processing.  
The completed form must be received by the Human Resource Department by 10:00 am the morning following the injury/illness. The supervisor is responsible for having the employee drug tested the day of the accident, if required by City policy.

**Check One**  
 Near Miss Report  
 Exposure Report  
 Accident Report

Employee Name: _____	Date of Injury/Illness: _____
Department: _____	Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM
Division: _____	Location where injury/illness occurred: _____
Job Title: _____	_____
Immediate Supervisor's Name: _____	_____

Home Address: _____	Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Separated	Spouses Name: _____
Home Phone: _____		No of children: _____

Did the injury/illness occur in the course of doing your regular job?     Yes     NO  
 Described how injury/illness occurred: (Include, What, How, and Object/Equipment or Substance Involved):

Was Safety Equipment being used?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, describe: _____
Medical Attention Sought:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Return to Regular Job:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Return to Light Duty Job:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Lost Time Accident:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Name of Doctor: \_\_\_\_\_  
 Hospital/Clinic: \_\_\_\_\_  
 Name of Witness: \_\_\_\_\_

<b>Part of Body Injured:</b> <input type="checkbox"/> Eye (L <input type="checkbox"/> R <input type="checkbox"/> ) <input type="checkbox"/> Head <input type="checkbox"/> Chest <input type="checkbox"/> Back      Upper <input type="checkbox"/> Lower <input type="checkbox"/> <input type="checkbox"/> Abdomen <input type="checkbox"/> Arm (L or R) (L <input type="checkbox"/> R <input type="checkbox"/> ) <input type="checkbox"/> Hand/Finger (L <input type="checkbox"/> R <input type="checkbox"/> ) <input type="checkbox"/> Leg (L or R) (L <input type="checkbox"/> R <input type="checkbox"/> ) <input type="checkbox"/> Foot - Toe (L <input type="checkbox"/> R <input type="checkbox"/> ) <input type="checkbox"/> Respiratory System <input type="checkbox"/> Other _____	<b>Type of Injury:</b> <input type="checkbox"/> Laceration <input type="checkbox"/> Abrasion <input type="checkbox"/> Puncture <input type="checkbox"/> Burn <input type="checkbox"/> Fracture <input type="checkbox"/> Strain-Sprain <input type="checkbox"/> Amputation <input type="checkbox"/> Foreign Body <input type="checkbox"/> Hernia <input type="checkbox"/> Contusion <input type="checkbox"/> Other _____
--	--

*Note: False statements on this form is cause for disciplinary action, up to and including termination.*

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For Supervisor's Use**

When was this injury/illness reported to you? (Date and Time): \_\_\_\_\_  
 Additional Comments: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Reviewed by Department Head**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR PERSONNEL DIRECTOR'S USE ONLY**

Employee # \_\_\_\_\_ TWCC Report Submitted:     Yes     No  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF TEXAS CITY  
ACCIDENT/LOSS INVESTIGATION REPORT

TO BE COMPLETED BY SUPERVISOR OR DEPARTMENT HEAD WITHIN 3 DAYS OF INCIDENT OCCURRENCE

Department:	Division:	Date Reported:
Exact Location:	On Employer's Premises: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date of Occurrence:	Time: <input type="checkbox"/> AM <input type="checkbox"/> PM	
<b>Personal Injury or Illness</b>		<b>Property Damage</b>
Name:		Property Damaged:
Job Title:	Estimated Costs:	Actual Costs:
Nature of Injury or Illness:	Nature of Damage:	
Object/Equipment/Substance Causing Injury or Illness	Object/Equipment/Substance Causing Damage:	
Person with Most Control of Object/Equipment/Substance:	Person with Most Control of Object/Equipment/Substance:	

<b>DESCRIPTION</b>	Describe clearly how the accident occurred.
	Did Injured Leave Work: <input type="checkbox"/> YES <input type="checkbox"/> NO      Date: _____ Time: <input type="checkbox"/> AM <input type="checkbox"/> PM
	Did Injured Go to the Doctor: <input type="checkbox"/> YES <input type="checkbox"/> NO      To Hospital <input type="checkbox"/> YES <input type="checkbox"/> NO
	Name of Physician or Hospital: _____
	Expected Date of Return to Work: _____

<b>ANALYSIS</b>	What acts, failures to act and/or conditions contribute most directly to this accident: (Immediate Cause)							
	What are the basic or fundamental reasons for the existence of these acts and/or conditions? (Fundamental Cause)							
	<p><i>For Material Handling Property Damage Accidents, Complete Additional Information on Reverse Side.</i></p> <table style="width: 100%;"> <tr> <td style="width: 50%;">LOSS SEVERITY POTENTIAL</td> <td style="width: 50%;">PROBABLE RECURRENCE RATE</td> </tr> <tr> <td><input type="checkbox"/> High (Major)</td> <td><input type="checkbox"/> High (Frequent)</td> </tr> <tr> <td><input type="checkbox"/> Medium (Serious)</td> <td><input type="checkbox"/> Medium (Occasional)</td> </tr> <tr> <td><input type="checkbox"/> Low (Minor)</td> <td><input type="checkbox"/> Low (Rare)</td> </tr> </table>	LOSS SEVERITY POTENTIAL	PROBABLE RECURRENCE RATE	<input type="checkbox"/> High (Major)	<input type="checkbox"/> High (Frequent)	<input type="checkbox"/> Medium (Serious)	<input type="checkbox"/> Medium (Occasional)	<input type="checkbox"/> Low (Minor)
LOSS SEVERITY POTENTIAL	PROBABLE RECURRENCE RATE							
<input type="checkbox"/> High (Major)	<input type="checkbox"/> High (Frequent)							
<input type="checkbox"/> Medium (Serious)	<input type="checkbox"/> Medium (Occasional)							
<input type="checkbox"/> Low (Minor)	<input type="checkbox"/> Low (Rare)							

<b>PREVENTION</b>	What action is to be taken to prevent recurrence?
	What action has already been taken to prevent recurrence?

Supervisors Signature: _____	Date: _____
Department Head's Signature: _____	Date: _____





# Departmental Safety Meeting Documentation Form



Date: \_\_\_\_\_ Time: \_\_\_\_\_

Facilitated By: \_\_\_\_\_

Department: \_\_\_\_\_

Division: \_\_\_\_\_

Name of Safety Video: \_\_\_\_\_

## EMPLOYEE ATTENDANCE LIST

1.	16.
2.	17.
3.	18.
4.	19.
5.	20.
6.	21.
7.	22.
8.	23.
9.	24.
10.	25.
11.	26.
12.	27.
13.	28.
14.	29.
15.	30.

## Topics Covered

1.
2.
3.
4.

City of Texas City  
GENERAL SAFETY INSPECTION CHECKLIST

DEPARTMENT \_\_\_\_\_ FACILITY \_\_\_\_\_

PERSON CONDUCTING INSPECTION \_\_\_\_\_ DATE OF INSPECTION \_\_\_\_\_

*Instructions: Check each item below as "Satisfactory" or "Unsatisfactory." Add any pertinent comments and the location of hazards in the space provided for each item checked "Unsatisfactory." **If the item does not apply to the facility or grounds please check "N/A."***

	Satisfactory	Unsatisfactory	N/A	Comment / Location
<p><b>General Safety</b></p> <p>Aisles and walkways clear</p> <p>Area free of falling hazards</p> <p>First Aid kit available &amp; supplies are maintained</p> <p>Emergency Lighting functioning</p> <p>Lighting adequate</p> <p>Ladders in adequate condition</p> <p>Safety signs posted</p> <p>Emergency numbers posted</p> <p>Emergency exits posted</p> <p>Access to emergency equipment</p> <p>Hurricane supply buckets are adequate</p>	-----	-----	-----	
<p><b>Housekeeping / Common Hazard</b></p> <p>Materials properly stored</p> <p>Work areas neat and clean</p> <p>Floors clean and dry</p> <p>Excess paper &amp; trash removed</p> <p>Floors free from protrusions, loose tiles, etc.</p> <p>Carpets and rugs secure</p> <p>Handrails are secure/in good repair</p> <p>Desk, cabinets &amp; doors in good repair</p> <p>Proper lifting procedures are practiced</p> <p>Safety signs posted where needed</p>	-----	-----	-----	
<p><b>Fire Safety</b></p> <p>Fire extinguishers and other fire equipment maintained and checked regularly</p> <p>Fire extinguishers mounted, visible, and accessible</p> <p>Employees trained to use fire extinguishers</p> <p>Fire alarms and smoke detectors maintained</p> <p>Sprinkler system in good working condition</p> <p>Evacuation plan posted</p> <p>Emergency exits properly marked</p> <p>Flammable materials properly stored / ventilated</p> <p>Rubbish and used chemicals disposed of properly</p>	-----	-----	-----	

<b>Grounds and Buildings</b>	Satisfactory	Unsatisfactory	N/A	Comment / Location
Grounds free of unusual hazards such as holes, protrusions, other obstacles.	-----	-----	-----	
Trees are free of loose branches or protruding roots	-----	-----	-----	
Fences are structurally sound & free of holes	-----	-----	-----	
Sidewalks, entrances, steps and lawns properly maintained	-----	-----	-----	
Walkways and paved areas free of cracks and loose pavement	-----	-----	-----	
All doors and windows in working condition	-----	-----	-----	
Outside lighting sufficient around pedestrian traffic area	-----	-----	-----	
Ceilings free of cracks	-----	-----	-----	
Restrooms free of water hazards & sanitized	-----	-----	-----	
Handrails in stairways in good condition	-----	-----	-----	
Stairway and all area lighting is adequate	-----	-----	-----	
Floors in good repair, free of protruding nails, slippery surfaces, loose boards, etc	-----	-----	-----	
Opening in floors covered and marked	-----	-----	-----	
Aisles and passageways have adequate width and are unobstructed	-----	-----	-----	
Electrical outlets or cords adequate for intended load	-----	-----	-----	
Coffee pots or heat producing products away from flammable materials	-----	-----	-----	
Electrical wiring in good condition	-----	-----	-----	
Circuit breaker panels clearly marked with "caution" warning	-----	-----	-----	
Breaker and control box covers closed	-----	-----	-----	
Employee lunch areas pose no exposure to health hazards	-----	-----	-----	
Drop boxes in adequate condition	-----	-----	-----	
Drinking fountains working properly	-----	-----	-----	
<b>Machinery / Tools / Equipment</b>				
Machinery and equipment is maintained properly	-----	-----	-----	
Belts, gears, chains, clutches and shafting properly guarded	-----	-----	-----	
Effective points-of-operation guards are in place	-----	-----	-----	
Equipment and facilities free of oil & grease spills	-----	-----	-----	
Visible electrical equipment used appropriately and in good condition	-----	-----	-----	
Tampering or unauthorized use of any machinery or equipment is prohibited	-----	-----	-----	
Tools and machines are free of split or loose handles	-----	-----	-----	
Electrical tools, switch boxes and fixtures are properly grounded	-----	-----	-----	
Extension cords free of frays and breaks	-----	-----	-----	
Ladders, scaffolds, and saw horses in good condition	-----	-----	-----	
Ladders are only placed on stable surfaces	-----	-----	-----	

<b>Machinery / Tools / Equipment Continued</b>	Satisfactory	Unsatisfactory	N/A	Comment/Location
Metal ladders not being used around electrical wiring	-----	-----	-----	
Rung ladders are equipped with nonslip safety feet	-----	-----	-----	
Compressed gas cylinders capped properly	-----	-----	-----	
Compressed gas cylinders free of defects, dents, cracks, deep rusting, cracks in view glass, warped gauges or leakage	-----	-----	-----	
Compressed gas cylinders properly labeled	-----	-----	-----	
Compressed gas cylinders properly secured	-----	-----	-----	
Compressed gas cylinders protected from heat and shock	-----	-----	-----	
Compressed gas cylinders stored upright in designated areas	-----	-----	-----	
Dates current ( expiration, hydrostat test, etc)	-----	-----	-----	
Empty cylinders appropriately marked and/or the valve closed	-----	-----	-----	
Care taken in the handling and storing of cylinders	-----	-----	-----	
Welding cables and hoses in good condition	-----	-----	-----	
Hand and power tools in good condition and used only with guards in place	-----	-----	-----	
Hoist, chains, slings and ropes in good condition	-----	-----	-----	
Power motor blade sharp and discharge guards properly installed and maintained	-----	-----	-----	
Shoring boxes in good condition	-----	-----	-----	
<b>Hazardous / Flammable / Combustible Liquids</b>				
Flammable and combustible liquids stored in approved safety cans	-----	-----	-----	
Containers of flammable or combustible liquids labeled	-----	-----	-----	
Containers inspected periodically for corrosion and damage	-----	-----	-----	
Smoking is prohibited	-----	-----	-----	
Inventory list of I hazardous chemicals and materials is used in the workplace and updated periodically	-----	-----	-----	
Materials safety data sheet available on all hazardous chemicals and materials	-----	-----	-----	
Employees trained on how to use hazardous chemicals and materials	-----	-----	-----	
Emergency phones numbers are posted	-----	-----	-----	
Pesticide mixing and loading away from water sources	-----	-----	-----	

	Satisfactory	Unsatisfactory	N/A	Comment/Location
<b>Personal Protective Equipment (PPE) &amp; Safety</b>				
Active safety & health program in operation for the department (safety meetings)	-----	-----	-----	
An employee is designated for activities in department safety meetings?	-----	-----	-----	
Personal protective equipment readily available	-----	-----	-----	
Use of personal protective equipment enforced	-----	-----	-----	
Safety rules enforced	-----	-----	-----	
Adequate space to perform work tasks safely	-----	-----	-----	
Personal protective equipment maintained in a sanitary condition and ready for use	-----	-----	-----	
Procedures in place for disposal of/ or decontaminating personal protective equipment	-----	-----	-----	
Injuries reported immediately to supervisor	-----	-----	-----	
Accident & injury reports reviewed by supervisors	-----	-----	-----	
Accidents & injuries discussed with employees	-----	-----	-----	
Equipment & machinery maintained & used properly	-----	-----	-----	
Materials loaded and unloaded safely	-----	-----	-----	
Lifting done in proper manner	-----	-----	-----	
Assistance available to lift or move heavy objects safely	-----	-----	-----	
Safety devices used	-----	-----	-----	
Vehicles operated in a safe manner at all times	-----	-----	-----	
Traffic cones, warning flags and barriers used with construction traffic control standards	-----	-----	-----	
Access to all first aid supplies adequate	-----	-----	-----	
Safety signs posted	-----	-----	-----	
Fall hazards addressed	-----	-----	-----	
Employees receive training on the proper operation of all machinery at the work site	-----	-----	-----	
Assigned operators qualified to operate machinery	-----	-----	-----	
Emergency showers and eyewash stations properly located, maintained and sanitized	-----	-----	-----	
Breakrooms and food consumption areas adequately segregated from work areas	-----	-----	-----	

	Satisfactory	Unsatisfactory	N/A	
<b>Office Safety</b>				
Adequate lighting	-----	-----	-----	
Ventilation adequate	-----	-----	-----	
Office furniture in good working order & free of defects	-----	-----	-----	
File cabinets & book case drawers closed when not in use	-----	-----	-----	
Weight distributed in file cabinets to avoid top-heavy condition	-----	-----	-----	
Paper cutting blades in locked position when not in use	-----	-----	-----	
Ergonomic conditions adequate for workstations, keyboards, posture, and repetitive motion	-----	-----	-----	
Employees advised on proper lifting techniques	-----	-----	-----	
Electrical outlets or cords adequate for intended load	-----	-----	-----	
Automatic & Access doors in good repair	-----	-----	-----	
Lock up procedures in place and adequately followed	-----	-----	-----	
Public seating in good repair	-----	-----	-----	
Entrances, exits, hallways clear for passage.	-----	-----	-----	

CITY COMMISSION REGULAR MTG

**Meeting Date:** 10/15/2025

**Title:** Approving revisions to the Safety Policy

**Submitted For:** Jennifer Price

**Submitted By:** Audrey Solomon, Human Resources

**Department:** Human Resources

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## Information

### ACTION REQUEST

Consider and take action on Resolution No. 25-\_\_\_, approving revisions to the Safety Policy. (Human Resources)

### BACKGROUND (Brief Summary)

The requested updates to the Safety Policy include:

- **Table of Contents** updated to reflect updated form attachments.
- **Section I: Organization and Responsibility** – update to remove a Department named Traffic which does not exist in the current City structure.
- **Section X: Reporting Procedures** –
  - Updated **Sub-section A** with verbiage to specify that ALL injuries or accidents MUST be reported IMMEDIATELY.
  - Added **Sub-section D** to notify staff that a failure to follow these reporting procedures may results in disciplinary measures.
- **Updated safety forms** attached, including:
  - Vehicle Inspection Form
  - Employee’s Report of Injury/Illness
  - Supervisor’s Accident/Loss Investigation Report
  - Employee’s Material Handling/Property Damage Report
  - Supervisor’s Material Handling/Property Damage Report
  - Departmental Safety Meeting Documentation Form, AND
  - General Safety Inspection Checklist.

- Page Numbers in Table of Contents to be updated upon adaptation to this version of policy.

## **RECOMMENDATION**

It is recommended to adopt these revisions to the Safety Policy.

**CITY COMMISSION REGULAR MTG**

**(7) (k)**

**Meeting Date:** 10/15/2025

Renovations to Temporary City Hall Office Space

**Submitted For:** Jack Haralson, Public Works

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

**Department:** Public Works

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**Information**

**ACTION REQUEST**

Consider Commission approval of proposal for Generocity Services to do necessary renovations in the leased space that will be the temporary location of City Hall for the amount \$139,976.00 via Choice Partners Contract #23/016MR-17. This work will be funded through Bond proceeds.

**BACKGROUND (Brief Summary)**

During construction of the new City Hall Complex, we have secured a location to move City Hall personnel and operations. Generocity Services provided us with a proposal to perform the necessary renovations and modifications necessary to transition everyone into this temporary office space. Their proposal includes the following scope: Repairing walls and painting of the entire space, floor repairs/polishing, new acoustic ceiling tiles, adding two wall partitions with doors and frames, two new Utilities Billing walk-up transaction windows with laminate countertops, modifications to mill-work for customer service representative duties, and a total cleaning of the entire space to be move-in ready. For a detailed explanation of the proposal please see Exhibit "A".

**RECOMMENDATION**

The Public Works Department recommends approval of the Generocity Services proposal, so we can begin the process of preparing this space for occupancy.

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**Fiscal Impact**

**Funds Available Y/N:** Yes

**Amount Requested:** \$139,936.00

**Source of Funds:** Bond Proceeds

**Account #:** TBD

**Fiscal Impact:**

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**Attachments**

Exhibit A

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**Generocity Services, Inc.**

1212 Winding Way Drive • Friendswood, TX 77546 • Phone: (281) 482-8881

Texas City - DJ Hutchinson  
 Job Address:  
 2000 Texas Avenue North  
 Texas City, Tx 77590

**Print Date:** 10-6-2025

## Proposal for City of Texas City Temp City Hall Reno Rev 10-6-25

Dear Mr. Hutchinson

Generocity Services Inc. is pleased to present our preliminary proposal for the above referenced project. This project is priced in accordance with our CHOICE PARTNERS Contract #23/016MR-17 and excludes proprietary vendor and owner's separate contractor pricing.

### PRELIMINARY DESIGN SPECIFICATION WAIVER

All designs and specifications presented herewith are preliminary and are subject to change after review of changes due to customer requests. Any costs associated with preliminary design and scope changes will be added to the final cost of the project.

### SCOPE OF WORK

Provide materials, labor, equipment, and supervision to complete the following:

#### **Scope:**

- Mobilize all equipment, tools, and materials onsite
- Build (1) new wall 16'x8' tall using 3 5/8" 20-gauge metal studs and 5/8" type x drywall
- Provide and install (1) new 3/0 7/0 hollow metal frame, p-lam door, and hardware to match existing
- Remove all items hung on walls as noted by client
- Tape, float, and paint all walls in existing work space owner provided color approx 30,000 sft
- Provide and install approx 240 lft of rubber cove base to match existing
- Remove and replace existing ceiling tile with USG Radar 2'x2' Ceiling Tile (approx 10,250 sft)
- Clean all HVAC grilles
- Modify 6 lf of existing millwork to accommodate new work space
- Provide and install 11 lf of new laminate countertop to create new work space
- Modify existing walls to accept new windows
- Provide and install (1) 4'x6' window, (1) 30"x4' window, and (1) 3'x4' window
- Provide and install 12 lf of new transaction laminate bar top
- Tape, float, and paint 3 existing walls that received windows
- Tape, float, and paint 2 existing rooms, approximately 10'x10' each

#### **Excludes:**

**Demo, millwork, painting of millwork, new ceiling grid or painting of existing grid, or any work outside of this proposal**

**FLOORING:**

REPLACE DAMAGED VCT, SCRUB FLOOR & APPLY 3 COATS OF FLOOR FINISH TO THE EXISTING VCT FLOORING.

SCRUB VCT & APPLY NEW FLOOR FINISH - (THIS SCOPE OF WORK APPLIES TO THE EXISTING VCT & THE NEW VCT THAT IS BEING PATCHED)

5650 SQFT

VCT SUPPLIED AND INSTALLED-(THIS IS NOT AN EXACT MATCH)  
 WORLD INDUSTRIES, INC. EXCELON - IMPERIAL TEXTURE VCT 12"X12"  
 COLOR: TAUPE 51901  
 765 SQFT

RUBBER TRIM SUPPLIED & INSTALLED-(TO BE INSTALLED WHERE EXISTING CERAMIC FLOOR TILE MEETS THE VCT IN 3 BATHROOM DOORS)  
 ROPPE® CORPORATION  
 COLOR: BROWN 110  
 9 LFT

**NOTE:**

**THE EXISTING CONCRETE SLAB HAS A HIGH MOISTURE CONTENT. THE DAMAGED VCT FLOORING THAT IS BEING REPLACED IS NOT WARRANTIED AGAINST HIGH MOISTURE.  
 ALL WORK TO BE PERFORMED DURING NORMAL BUSINESS HOURS**

**Buildertrend Default**

Items	Description	Price
Temporary City Hall Interior Renovation	Total Cost	\$139,976.00

**Unassigned**

Items	Description	Price
RS Means		\$0.00
Houston CCI .846		\$0.00
Choice Partners .89		\$0.00

**Total Price: \$139,976.00**

### **PRECEDENCE**

We have established a project-specific order of precedence for the inquiry documents -- not only to help establish a baseline for our pricing, but also to maintain technical continuity, to confirm the intent and priorities for the project, and to provide the basis for solving discrepancies within the inquiry and construction documents. Our order of precedence is as follows:

- a. Generocity Services Proposal.
- b. Addenda issued by Client.
- c. Scope of Work issued by Client within the Invitation to Bid.
- d. Directives and work scope specifically and graphically issued within the Construction Drawings prepared by Client.
- e. Manufacturer's recommendations and installation instructions.
- f. Directives, regarding project work scope, specifically within the Project Specifications prepared by the Client.
- g. All Project Specifications prepared by Client that are specifically applicable to the project scope of work and project drawings.
- h. Owner's Engineering Facility Standards that are specifically referred to within this inquiry, and that have been issued as part of the inquiry.
- i. Balance of applicable project bid documents.

### **SERVICES & MATERIALS PROVIDED BY CLIENT/OWNER**

1. Testing and abatement of asbestos and other potentially hazardous materials.
2. Pre-design testing, investigation of soils and other existing structures for engineering purposes.
3. Probing of existing grade in effort to detect subsurface obstructions, obstacles, or hazardous material.
4. Material strength and performance testing and other quality control testing.
5. Document preparation for permit; coordinating or making application for permit; procuring any building permits or any other permits or fees that may be applicable to this project unless otherwise noted.
6. Provisions of temporary toilet facilities for construction work force.
7. Provisions of temporary electrical power supply for construction purposes.
8. Provisions of temporary water supply for construction purposes.
9. Move, relocate, modify, repair, demolish, or otherwise alter existing facilities, material equipment, appliances, furnishings, installations, utilities, and/or structures that are not specifically noted within this scope of work. This includes hidden or latent conditions, undocumented structures, inconsistent soil condition, asbestos, and other hazardous materials in order for Generocity Services to perform the required scope of work.

### **TECHNICAL CLARIFICATIONS**

1. Components and activities specifically exclude from this proposal:
  - a. Design and/or constructions of permanent site storm water detention or drainage structures.
  - b. Testing of existing concrete slabs for moisture, alkali, and other contamination. Generocity Services will not be responsible for poor performance of adhered floor coverings on moisture-laden or contaminated floor slabs.
  - c. Subsurface de-watering, of the pumping of facility leaks and spills.
2. Our proposal includes the cost of providing materials and equipment called out by model numbers within the inquiry documents. When final engineering, calculation, shop drawings, or other documentation do not support the item physical characteristics, size, shape, operational requirements, etc. required by the Client, then changes may require additional costs.
3. If any code interpretation, that may be issued by the Client, his agents, the Municipals Plan Checking Department, Code Enforcement, or Inspections Department, or Inspection Department results in additional more stringent project requirements than those shown graphically on the inquire drawings, or that is specifically named or directed within the inquiry specifications (as they relate to the drawings), the additional cost shall be assessed and passed on to the Client.

### **EXCLUSIONS**

1. Plans, architectural, engineering, geotechnical reports, materials testing laboratories.
2. On/off-site detention are not included.
3. SWPPP of containment of storm water, storm water pollution prevention planning, permitting, installations or observation.
4. Generocity Services, Inc. has not included cost for landscaping, traffic control, traffic barricades or signage, overtime or holiday work, trench drains, containments, equipment/foundations, house-keeping pads/foundations, vibrating equipment, unforeseen underground obstructions, sumps of pits.

**COMMERCIAL TERMS & CONDITIONS**

1. Validation Period: This proposal is valid for a period of 30 calendar days after the "DATE" indicated above.
2. Material Cost Escalation: Due to the volatile and unpredictable global material marketing pricing, Generocity Services, Inc. can not guarantee project-specific pricing for the validation period stated above. If material orders and requisite shipments are made at current pricing, we will honor the material cost. If the cost of the materials increases before shipment, then the change in price will be passed on to the Client/Owner.
3. Generocity Services, Inc. will not perform work changes unless authorized in writing by the Client before the work begins. All cost assessments will include the cost of tangible items and the additional cost associated with schedule delays and extensions.
4. When materials and permanent equipment that are purchased for this project are stored either on or off site as a result of delays by Client (or Owner), or the contractors, or agents of the same, progress pay requests will include these materials and equipment items for Client approval and payment within the contract pay period.
5. Generocity Services, Inc. will not be held responsible for damages to any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cable, grounding, underground utilities and other obstacles.
6. Generocity Services, Inc. will not be held responsible for personal injury from accidents resulting from encounters with any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cables, grounding, and other obstacles.
7. Downtime or delays caused by Owner and/or Client during the field construction operations shall be assessed by Generocity Services, Inc. and reimbursements by Owner and/or Client.
8. Repair cost and touch-up costs made necessary by damage caused by Owner's and /or Client's personnel will be assessed by Generocity Services, Inc. and passed on to the Client.
9. Our pricing is based on a 40-hour workweek. We have not included the cost of holiday or overtime work hours.

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,  
 Joel Mueller  
 Director of Business Development  
 Generocity Services, Inc.

I confirm that my action here represents my electronic signature and is binding.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**CITY COMMISSION REGULAR MTG**

**(8) (a)**

**Meeting Date:** 10/15/2025

**WATER COMPANY OF AMERICA (WCA) REVENUE SHARING AGREEMENT**

**Submitted For:** Cynthia Rushing, Finance

**Submitted By:** Cynthia Rushing, Finance

**Department:** Finance

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**Information**

**ACTION REQUEST**

Consider authorizing the Mayor to enter into a contract with the Water Company of America to examine the utility billing, distribution and collection systems for accuracy in metering, billing, and collection.

**BACKGROUND (Brief Summary)**

Water Company of America, through consultation with the Department staff, will examine the utility billing system and the distribution and collection systems in the field for accuracy in metering, billing, and collection.

The financial impact to the City of Texas City will be revenue sharing with the Water Company of America on recovered revenue for 48 months. After 48 months, 100% of the recovered revenue will belong to the city.

**RECOMMENDATION**

The CFO is recommending the Commission to authorize the Mayor to enter into a contract with the Water Company of America to examine the utility billing, distribution, and collection systems for accuracy in metering, billing, and collection.

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**Fiscal Impact**

**Funds Available Y/N:** n

**Amount Requested:**

**Source of Funds:**

**Account #:**

**Fiscal Impact:**

The financial impact to the City of Texas City will be revenue sharing with the Water Company of America on recovered revenue for 48 months. After 48 months, 100% of the recovered revenue will belong to the city.

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**CITY COMMISSION REGULAR MTG**

**(8) (b)**

**Meeting Date:** 10/15/2025

Annual Purchase of Drinking Water

**Submitted For:** Corbin Ballast, Utilities

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

**Department:** Public Works

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**Information**

**ACTION REQUEST**

Commission Approval for blanket purchase order to GCWA in the amount \$5,700,000 for purchase of drinking water for FY26. Account: 501701 52450 (\$6,100,000 available). For quantities and pricing (See Exhibit A)

**BACKGROUND (Brief Summary)**

Annual purchase of drinking water for residents and businesses in Texas City.

**RECOMMENDATION**

The Public Works Department and Utilities Department recommend approval of drinking water purchase.

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**Fiscal Impact**

**Funds Available Y/N:** Yes

**Amount Requested:** \$5,700,000.00

**Source of Funds:** FY26 Budget

**Account #:** 501701 52450

**Fiscal Impact:**

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**Attachments**

Exhibit A

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CITY OF TEXAS CITY

SAMPLE FY2025-2026 BUDGET

	FY2025-2026				FY2024-2025
	Quantity (KG/Day)	Rate (\$/KG)	Monthly Avg. (\$)	Annual (\$)	With True-up Annual (\$)
TMWTP RAW WATER CONVEYANCE	11,505	0.36800	128,778.29	1,545,339.48	1,540,377.67
TMWTP CAPITAL	11,505	0.16853	58,976.69	707,720.29	702,227.85
TMWTP O&M	7,501	1.09094	248,918.30	2,987,019.64	3,104,474.10
<i>TOTAL TMWTP COST</i>			\$ 436,673.28	\$ 5,240,079.41	\$ 5,347,079.62
NORTH TRANSMISSION SYSTEM	11,505		14,015.63	168,187.54	209,251.08
BAYSHORE TRANSMISSION SYSTEM	300		330.92	3,971.02	4,230.04
<b>TOTAL</b>			<b>\$ 451,019.83</b>	<b>\$ 5,412,237.97</b>	<b>\$ 5,560,560.74</b>
Annual Decrease					-2.67% \$ (148,322.78)

## **CITY COMMISSION REGULAR MTG**

**(8) (c)**

**Meeting Date:** 10/15/2025

Authorize Lease Agreement with Mainland Children's Partnership for Temporary Office Space

**Submitted For:** Jon Branson, Management Services

**Submitted By:** Jon Branson, Management Services

**Department:** Management Services

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### **Information**

#### **ACTION REQUEST**

Approve Resolution No. 2025 - 120 authorizing the Mayor to enter into a lease agreement with Mainland Children's Partnership for temporary office space for City Hall employees while the existing City Hall complex is being demolished and the new Municipal Complex is being constructed. This process is likely to take up to two years once construction begins on the new Municipal Complex. Approximately 40 individuals will occupy the leased space.

#### **BACKGROUND (Brief Summary)**

With the construction of the new Municipal Complex, staff located at the current City Hall will need to be housed at another location during the demolition of the existing City Hall and the construction of the new Municipal Complex. Alternatives included leasing other office space in the community and renting portable buildings. Leasing other available office space in Texas City proved to be much more expensive, when considering the price per square foot of rental space and the cost of utilities. Staff also looked into leasing portable buildings. However, that option was also more costly than the renting of office space at Mainland Children's Partnership.

The proposed lease is for a two-year time period beginning November 1, 2025, with the ability to extend the lease for two consecutive six (6) month time periods if needed. The extension would only be exercised if construction of the new municipal complex runs longer than the two-year estimated construction time. The cost of the lease for 10,358 Sq. Ft., of office space would be \$2.00 per Sq. Ft., per month and/or a total of \$20,716 per month for the duration of the lease. This lease rate includes electricity, gas, water/sewer, and trash collection.

In order to move into the facility, some minor renovations will be required. A quote from Generosit Services to make the facility ready to occupy totals \$139,976. This is a separate agenda item for consideration and that work includes, but is not limited to, replacing all ceiling tiles and cove base; patching all holes and painting all the interior walls; replacing all broken floor tiles, adding two new utility billing windows; one new interior door, and adding 16 ft., of wall space. It is anticipated this work will take approximately thirty (30) days to complete once reconstruction begins.

Funding for the lease will come from Bond proceeds for the Municipal Complex.

#### **RECOMMENDATION**

Consider approval of the lease with Mainland Children's Partnership and authorize the Mayor to execute the lease agreement.

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**Fiscal Impact**

**Attachments**

Lease Agreement

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## Lease

THIS LEASE AGREEMENT (“the Lease”), made and entered into by and between MAINLAND CHILDREN’S PARTNERSHIP, INC., a Texas non-profit corporation (Lessor), and CITY OF TEXAS CITY, a home-rule municipality (Lessor).

### WITNESSETH

I. **THE PREMISES:** Lessor, in consideration of the premises, covenant and agreements, herein undertaken to be kept and performed by the Lessee, has GRANTED, DEMISED and LEASED, and by these presents does GRANT, DEMISE and LEASE, unto the said Lessee that certain portion of the premises at 2000 Texas Avenue, Texas City, Texas (the “Premises”), more particularly described as 10,358 Sq. Ft located in Suites 200, 300 and 350.

II. **CHARACTER OF OCCUPANCY:** The Premises is leased for providing office space to Lessee’s employees and only for such purposes. The Premises shall not be used in any manner that shall constitute a nuisance, either public or private, affecting either the public or private person or property. Neither shall the Premises be used in a manner that duplicates the services provided by other building tenants.

III. **RULES AND REGULATIONS:** Lessee shall comply with reasonable rules and regulations imposed by Lessor as described in Exhibit B. attached hereto. Lessor reserves the right, from time to time, to amend the rules for operations and management of the building and surrounding grounds. The Lessor agrees to not interfere unreasonably with Lessee’s ability to operate the Premises for the purpose for which it was leased under Provision II. of the Lease.

IV. **TERM OF LEASE:** The term of this Lease shall commence on November 1, 2025, and shall end on October 31, 2027, renewable successive six (6) month terms. A ninety (90) day advance notice must be given to Lessor by Lessee for each option to renew. Successive terms will be at the same rate set forth in V.a. below. Any holdover without notice shall be considered tenancy-at-will and shall be for the rate of one hundred fifty percent (150%) of the rent in effect during the term just expired.

V. **RENT:** Lessee and Lessor agree that the rent will be charged to Lessee at the rate of \$2.00 per square foot per month for the first term herein described inclusive of all charges related to occupancy of the said Premises outlined in Exhibit A. To this end, the Lessee agrees to perform all of the following under this agreement:

- a. Lessee shall pay to Lessor the amount of \$20,716.00 each month for rent, payable within ten (10) days of the first day of each month of occupancy.
- b. Lessee agrees that time is of the essence under this Lease.

All rents and other monies due to the Lessor hereunder, shall be payable at the address for the

Lessee, which is 2000 Texas Avenue, Suite 601, Texas City, Texas 77590 or at any other such place as the Lessor may from time to time designate in writing.

VI. PUBLIC UTILITY CHARGES: Lessor agrees to pay for all charges for utilities including, but not limited to charges for electricity, gas, water/sewer, rubbish or trash collection during the Lessee's business hours determined upon signing the Lease. Lessee may incur penalties when business practices violate common sense practices for utility efficiency. Lessor will, before issuing any such penalties, notify Lessee of its observation of such violations and issue written notice of intent to charge for utility efficiency violations. Penalties will be charged as follows: twenty-five dollars (\$25.00) for the first offense, fifty dollars (\$50.00) for the second offense, and one hundred dollars (\$100.00) for the third offense.

VII. LATE PAYMENT OF RENT: All rents are due and payable on the first day of each month during the full term of this Lease. Unless waived in writing by Lessor, Lessee shall pay in addition to the monthly rental, a late charge for and with any rent payment received by the Lessor after the tenth (10<sup>th</sup>) day of the month for which the rent is due. Such late charges shall be equal to twenty-five Dollars (\$25.00) if the rent is paid prior to the twentieth (20<sup>th</sup>) day of the month for which the rent is due.

VIII. MAINTENANCE OF PREMISES: The Lessor shall, at Lessor's sole cost and expense, be responsible for the maintenance, repair, and replacement of all parts of the Premises (with the exception of repair and refurbishment to be performed by Lessee), including but not limited to structural components, plumbing, electrical systems, heating, ventilation, air conditioning, roofing, flooring, and any common areas. The Landlord shall promptly address any required repairs or replacement to keep the Premises in good, safe, and habitable condition, and shall bear all costs, fees, and expenses associated with such maintenance.

Lessor will provide maintenance services for all Leased and common areas of the facility and shall maintain records of all maintenance services performed. Lessee will provide paper products and hand soap for restrooms and breakrooms within the Suites. Day porter services may be arranged at additional expense to Lessee.

Lessee shall, at its expense, pay for the remodeling prior to the beginning of the Lease and repair of damage to interior walls, flooring and fixtures resulting from behavior of personnel or clientele utilizing the Leased Premises, normal wear and tear excepted. Lessee shall maintain in good repair all fixtures and equipment.

Lessee covenants and agrees that it will at all times keep the Premises in a clean, neat, and sanitary condition, and that it will comply with all laws, ordinances, rules, and regulations made by any governmental authority applicable to the occupancy or use of the Premises including all laws, rules, and regulations respecting fire and fire hazards. Lessee further covenants that it will cooperate with Lessor in completion of all such inspections required from time to time to maintain said compliance.

Lessor and its agents may enter upon and inspect the Premises at any time during the term of this Lease.

IX. ALTERATIONS AND IMPROVEMENTS: Lessee covenants and agrees that it will make no structural alterations, materials changes, or additions in or to the Leased Premises without written consent of Lessor. Any alterations and changes approved by Lessor shall be at Lessee's expense including exterior signs, additional interior lighting, or changes to existing lighting, wall and floor coverings, shelving or interior signage and unique key systems. Four keys to any lock system must be provided to Lessor. All permanent improvements installed by the Lessee shall become and remain the property of Lessor, unless otherwise agreed in writing. All fixtures installed by the Lessee shall be new or completely reconditioned. All trade fixtures installed by Lessee and removable without structural injury to the building may be removed by Lessor before or at the expiration of the Lease, provided that Lessee shall repair any damage done to the building in removing such trade fixtures.

Lessee is responsible, for providing specifications in writing regarding any modifications as may be requested or required to maintain compliance with any funding or monitoring agencies. If any modifications or alterations to the Leased space are necessary during the term of this Lease, Lessee shall, at its sole expense construct all such improvements to the Premises it shall require, and shall, during the Term thereof, maintain in good order all such improvements and fixtures in the Premises.

X. INSURANCE: Lessee shall, at its own expense, maintain at all times the following minimum coverages or such insurance coverage as provided by all State laws or local ordinances where Lessee is an agency of a governmental body:

- a. Workers Compensation Employee Liability Insurance or such other forms of insurance Lessee may be required by law to carry for employee protection.
- b. Comprehensive General Liability coverage with aggregate limits of not less than \$1,000,000.00.

Lessee shall provide to Lessor certificates evidencing all insurance coverage and shall cooperate with Lessor in all claims on any policies. All such coverages shall name Lessor as additional insured where appropriate and shall require thirty (30) days' written notice be given Lessor of cancellation of any such policies. Lessee shall be responsible for coverages it deems necessary for personal property.

XI. LIABILITY OF LESSEE: Lessor shall not be liable for any damages, loss, or injury to the person, property, or effects of Lessee or any agent, servant, employee or patron of Lessee suffered on, in, or about Leased Premises, and Lessee agrees to indemnify, protect, and save harmless the Lessor to the allowed by applicable law, against any and all damage, loss or injury to the person, property or effects of Lessor or any agent, servant, employee or patron of Lessor arising out of negligence or intentional acts of Lessee, its agents, servants or employees.

XII. BANKRUPTCY: In the event of bankruptcy on the part of Lessee, or in case of receiver being appointed to take charge of the Leased Premises, or any portion of the Premises of Lessee in or upon the property hereby leased due to Lessee's inability to meet its financial obligations, Lessor may, at its option, declare the Lease terminated and forfeited by Lessee.

Lessor shall be entitled in such event to immediate possession of the Premises, and no receiver or trustee in bankruptcy shall acquire, in any such case, any of the rights of Lessee hereunder.

XIII. FORFEITURE AND REENTRY: If Lessee shall fail to pay monthly rent due to Lessor within ten (10) days after the due date thereof, or in the event Lessee shall fail to perform any covenant agreed by Lessee to be performed within fifteen (15) days after receiving notice from Lessor, the Lessor may declare the Lease terminated. Written "Notice" of decision by Lessor to exercise its option will be provided to Lessee and the Lease shall terminate completely as of expired by laps of time. Lessee shall thereupon surrender and deliver said Premises to Lessor, and all rights and claims of Lessee in and to the use and enjoyment of the Premises shall cease.

If Lessee fails to surrender the Leased Premises, Lessor may enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel, or remove Lessee and any other person(s) who may be occupying any part of the Leased Premises, without being liable for any claim for damages and re-let the same for the best price obtainable. Lessee shall be liable to Lessor for the rent payable hereunder for the remainder of such term, less the amount received by Lessor on account for such re-letting, less necessary costs and expenses, including the expense of renovating, advertising incurred in connection with such re-letting of the Premises.

XIV. NO WAIVER OR DEFAULT: No acceptance of rent, with or without the aforesaid charges for late payments of rent, by Lessor or delay in enforcing any obligation shall be construed as a waiver of default then therefore, or thereafter existing in the performance of any obligation undertaken by the Lessee. No forfeiture of this Lease shall release Lessee from responsibility or liability to Lessor for rents theretofore due and unpaid or from the performance of any of the covenants, agreements, or stipulations herein by Lessee undertaken to be kept or performed.

XV. INTEREST ON DEFAULT: If default be made in the payment of any installment of rent, such installment shall bear interest at the rate of ten percent (10%) per annum from maturity until paid. In like manner, all other monies due to the Lessee which may become due to the Lessor from the Lessee under the terms hereof, shall bear interest at the rate of ten percent (10%) per annum from the due date until paid.

XVI. SUBLETTING: Lessee may neither assign this Lease nor sublet all or any part of the Premises without the prior written consent of Lessor. It is further agreed that the Lessor or its assigns shall not reasonably withhold its timely written consent of such requests.

XVII. INCOMPATIBLE LEASES: Lessor hereby covenants and agrees that Lessor will not rent, lease, or otherwise furnish space in this or adjacent buildings to any enterprise whereby the operation of Premises by Lessee would be interfered with by noise, odors, or other conditions.

XVIII. ADVERTISING DISPLAY: All signs and advertising displayed in or about the premises shall advertise only the business conducted by the Lessee. No sign shall be placed on the improvements, which will, in any manner, cause a structural injury to the building. Signs must be

approved in advance by the Lessor and be placed in locations designated by the same. For uniformity in appearance, signs must be purchased from vendors approved by Lessor. Lessee is responsible for payment for signs for Lessee's business or service, and for signage that may be required by funding agencies or other entities responsible for Lessee's compliance with funding agencies.

**XIX. USE OF ADDITIONAL AREAS:** The use and occupation by Lessee of the Leased Premises shall include the license to use in common with others now and hereafter entitled thereto common areas, employee's parking areas, service roads, loading facilities, sidewalks and customer parking areas and interior corridors of the building in accordance with the policies and procedures set forth from time to time by the Lessor.

**XX. CONDEMNATION:** If during the term thereof, all of the building of which the Premises are a part, shall be taken for public or quasi-public purposes, this Lease shall thereupon terminate, and the rent shall be pro-rated to the date of termination. All of the damages awarded for the diminution in value of the leasehold shall be of the Lessor. Lessee shall be entitled to any award made for loss of or damage to Lessee's trade fixtures and removable personal property.

**XXI. RIGHTS OF ASSIGNEE:** Lessee shall not sublet, transfer or assign this Lease or any other interest in the Premises without prior written consent of Lessor. Any assignment, exchange or transfer of this lease must all conditions, covenants and agreements herein contained, and each amendment hereto, shall be binding upon and ensure to the benefit of the respective successors of Lessor and Lessee. Lessee agrees that in connection with any assignment, transfer, or exchange, the Premises shall be used solely for the purpose outlined in paragraph II.

**XXII. SEVERABILITY:** Wherever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law. But if any provision of this Lease shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition, invalidity or effectiveness solely, without invalidating the remainder of such provision or the remaining provisions of the Lease.

**XXIII. ATTORNEY'S FEES:** If Lessor is required to resort to any legal proceedings, or to incur expenses of any kind or nature in the enforcement of its rights hereunder, Lessor shall be entitled to receive damages, including all reasonable attorneys' fees and court costs, as shall be fixed by the court.

**XXIV. TAXES:** Lessor shall be responsible for and pay ad valorem taxes on the Premises. Lessee shall pay any taxes due on personal property located on the Premise and shall provide to Lessor copies of receipts showing such taxes paid.

**XXV. NOTICES:** Whenever by the provision hereof notice is required to be given by either party therein, it shall be given in writing by depositing the same in the United States mail in a sealed envelope, postage prepaid, addressed to such other party and sent by Certified or Registered mail or such notice may be delivered personally. Lessor shall obtain signature of receipt of such notice delivered in person for permanent record. Notice shall be given to Lessor at 2000 Texas Avenue, Suite 601, Texas City, Texas 77590, and to Lessee at 2000 Texas Avenue,

Suite \_\_\_\_\_ Texas City, Texas 77590

XXVI. OPTION TO RENEW: Lessor grants to Lessee the option to renew and extend this Lease two times for a period of six (6) months, under the same terms and conditions provided under this Lease. Intent of Lessee to exercise the option to renew shall be submitted in writing three (3) months prior to the date of termination of this Lease. Acceptance by Lessor must be confirmed in writing to Lessee no less than sixty (60) days prior to the termination date of this Lease.

XXVII. SURRENDER OF PREMISES: Lessee covenants and agrees that it will at termination of this Lease, in whatever manner such termination occurs, promptly surrender the Premises and building front door keys and deliver the same to Lessor thoroughly cleaned and in good condition, ordinary wear and tear excepted.

XXVIII. SECURITY DEPOSIT: Lessee has deposited with Lessor simultaneously with the signing of this Lease, the sum of NONE, to secure the faithful performance by Lessee of all terms, covenants, and conditions of this Lease (Deposit). If Lessee fails to pay any rent or other charges as provided for in this Lease when due or fails to perform or violates any term or condition of the Lease, Lessor at its sole discretion and option, may apply the Security Deposit to any sums due or unpaid, or to any damages suffered as a result of Lessee's default.

EXECUTED in duplicate originals on the date set forth opposite the signatures below:

Lessor:

**Mainland Children's Partnership, Inc.**

By: \_\_\_\_\_

Lynda J. Perez

Date: \_\_\_\_\_

Lessee:

**City of Texas City**

By: \_\_\_\_\_

Dedrick Johnson

Date: \_\_\_\_\_

**CITY COMMISSION REGULAR MTG**

**(8) (d)**

**Meeting Date:** 10/15/2025

Fire Station Alerting System Contract

**Submitted For:** Dennis Harris, Fire Department

**Submitted By:** Dennis Harris, Fire Department

**Department:** Fire Department

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**Information**

**ACTION REQUEST**

A resolution approving the Texas City Fire Department to enter into a contract with WESTNET/FIRST-IN Alerting to install Alerting Smart Station Systems at the fire stations.

**BACKGROUND (Brief Summary)**

The agreement with WESTNET/FIRST-IN will replace the current 30-year-old Zetron alerting systems in use at the Firestations. The existing Zetron alerting system is outdated to the point that it can not be installed or supported at Station 4.

This means Station 4 currently has no functioning alerting system, relying instead on radios. The contract provides for the replacement of the unserviceable Zetron alerting system that is no longer actively supported.

- Key terms of the agreement include: (HGAC contract# EC07-23)
- Installation and service contract totaling \$494,742.15
- Funds are available in the current FY 2026 Fire Department Budget to complete this project.
- Sole source HGAC vendor
- The First-In Smart Alerting System is a modern, network-based station alerting system that provides faster, more reliable notifications to firefighters through automated voice, lighting, and visual alerts.
- It improves response times, reduces stress on personnel, and integrates directly with dispatch to enhance overall safety and efficiency.

**RECOMMENDATION**

It is the recommendation of the Fire Department that the City Commission approve entering into a contract with Westnet/First-In Alerting for the installation of Smart Station Alerting Systems at all fire stations, replacing the obsolete Zetron alerting system to improve dispatch reliability.

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**Fiscal Impact**

**Funds Available Y/N:** Y

**Amount Requested:** \$494,742.15

**Source of Funds:** Fire Department FY26 Budget

**Account #:** 60220252200

**Fiscal Impact:**

Funds for this project are included in the original FY26 Fire Department budget.

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**Attachments**

Contract Agreement

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# 494,742.13



**WESTNET**

15542 Chemical Lane  
Huntington Beach, CA 92649  
Phone: 714-548-3500 Fax: 714-901-5610  
\*\*\*.FirstInAlerting.com



## Quote: Texas City Fire Department Fire Station #1 First-In Alerting Smart Station System

To: Texas City Fire Department

From: Todd Lambert

Texas City Fire Department

1725 25th ST N

Texas City, 77590

Contact:

### Summary

Total Amount: **\$94,349.09** Quote ID: Q-10641-G8R2

Shipping Method: Ground Date: 7/3/2025

Payment Terms: Net 30 Effective To: 10/3/2025

Description: This quote is for Texas City Fire Department Fire Station #1 First-In Alerting Smart Station System including installation and technical support.

Clarifying Comments: This quote is based upon installation occurring in 1 trip. If the station is not ready and additional trips are required, customer agrees to pay additional fees. Customer is responsible for all network connectivity between dispatch and station, as well as the CAD interface if network activation is desired. Customer is responsible for having the radio, network equipment and power within 6 feet of the Master Control Unit. Quote does not include conduit of more than 20 feet, if required. Customer to provide VPN access to Westnet for remote adjustments and support.

The quote does not include sales or use tax; the customer is responsible for paying sales or use taxes if applicable. If tax-exempt, please email the tax-exempt form to [accounting@westnetpublicsafety.com](mailto:accounting@westnetpublicsafety.com). The quote does not include Davis Bacon, union, or prevailing wage rates, customer is responsible if applicable. Payment terms are net 30 with payment milestones. The quote does not include permits or bonds.

### Shipping Information

Ship To:

Bill To:

### Details

Product ID	Product	QTY	Price	Sub Total
2U-SLT-SH-KIT	2U Slotted Shelf - Kit	2.00	\$80.75	\$161.50
DLSP	MCU Data Line Surge Protector	1.00	\$90.25	\$90.25
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1.00	\$603.25	\$603.25
FIN-Eth-T10	Ethernet Data Activated First-In Type 10 MCU	1.00	\$9,021.15	\$9,021.15
FINISO4P	Radio Isolation Unit - Four Channel	1.00	\$789.45	\$789.45
FIS-EP-32	First-In Alerting Endpoint w/ 32" Monitor	1.00	\$2,018.94	\$2,018.94
FIS-EP-43	First-In Alerting Endpoint w/ 43" Monitor	1.00	\$2,600.00	\$2,600.00
FRMKIT-Dual	MCU and Radio Rack Mount Kit	1.00	\$184.25	\$184.25
HPA-200	High Power Paging Audio Module (includes one speaker)	1.00	\$1,781.25	\$1,781.25
HPA-200-OMNI-800D	High Power Audio Module with 2 - 8" White Omnidirectional Speaker and Hanging Kit	3.00	\$1,750.00	\$5,250.00
RK-WM-1U	Wire Management - 1 Unit - Kit	2.00	\$61.75	\$123.50
SDBS1	Doorbell Button	1.00	\$213.75	\$213.75
SDRM38V-FM	Dorm Remote - Flush Mount Kit also required	2.00	\$853.34	\$1,706.68
SDRMKIT-TBD	Dorm Remote Mounting Kit - TBD	2.00	\$207.34	\$414.68

Product ID	Product	QTY	Price	Sub Total
SPC28-HS-1K2PS	Power Module w/ Hub & Spoke Controller, UPS & Dual Power Supplies (Black)	1.00	\$2,255.99	\$2,255.99
SPC28-HSL-1K2PS	Power Module w/ Dual Mode, UPS & Dual Power Supplies (Blue)	1.00	\$1,873.40	\$1,873.40
SS-AST-LF	Alerting Strobe Light Fixture	1.00	\$213.75	\$213.75
SSAT	Satellight (driven off Satellight Controller)	8.00	\$280.25	\$2,242.00
SSATKIT-TBD	Satellight Mounting Kit - TBD	20.00	\$45.60	\$912.00
SSAT-M	Satellight Controller	12.00	\$569.98	\$6,839.76
SSETS	Emergency Button	2.00	\$213.75	\$427.50
SS-OSA	Outside Speaker Audio Module (includes one speaker)	1.00	\$569.98	\$569.98
SSRS	Appliance Reset Switch	1.00	\$213.75	\$213.75
SS-SAIU-10-1RB	Appliance and Systems Interface Unit (Comes with 1 Reset Button)	1.00	\$1,828.75	\$1,828.75
SS-SLA-4L	Alerting Strobe Light Adaptor	1.00	\$90.25	\$90.25
SS-TTMR-MDC	Turnout Timer - Dual Color (Medium-17.37 inch)	2.00	\$783.75	\$1,567.50
SVC-LIFT-FEE	Lift Service Fee	1.00	\$1,250.00	\$1,250.00

**NOTES:**

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$45,243.28
Install Supplies	\$1,980.00
Total Tax (0.000 %)	\$0.00
Shipping and Handling	\$2,420.29
Station Equipment Install	\$36,469.16
FiAP Install, Commissioning, and Testing	\$0.00
FiAP Training	\$0.00
One Year Toll Free Technical Support	\$4,766.36
Project Coordination	\$2,220.00
Special Engineering Services	\$1,250.00
<b>Total Amount</b>	<b>\$94,349.09</b>

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

***If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.***



**WESTNET**

15542 Chemical Lane  
Huntington Beach, CA 92649  
Phone: 714-548-3500 Fax: 714-901-5610  
\*\*\*.FirstInAlerting.com



## Quote: Texas City Fire Department Fire Station #2 First-In Alerting Smart Station System

To: Texas City Fire Department

From: Todd Lambert

Texas City Fire Department

1725 25th ST N

Texas City, 77590

Contact:

### Summary

Total Amount:	<b>\$80,229.85</b>	Quote ID:	Q-10642-W2Y6
Shipping Method:	Ground	Date:	7/3/2025
Payment Terms:	Net 30	Effective To:	10/3/2025

Description: This quote is for Texas City Fire Department Fire Station #2 First-In Alerting Smart Station System including installation and technical support.

Clarifying Comments: This quote is based upon installation occurring in 1 trip. If the station is not ready and additional trips are required, customer agrees to pay additional fees. Customer is responsible for all network connectivity between dispatch and station, as well as the CAD interface if network activation is desired. Customer is responsible for having the radio, network equipment and power within 6 feet of the Master Control Unit. Quote does not include conduit of more than 20 feet, if required. Customer to provide VPN access to Westnet for remote adjustments and support.

The quote does not include sales or use tax; the customer is responsible for paying sales or use taxes if applicable. If tax-exempt, please email the tax-exempt form to [accounting@westnetpublicsafety.com](mailto:accounting@westnetpublicsafety.com). The quote does not include Davis Bacon, union, or prevailing wage rates, customer is responsible if applicable. Payment terms are net 30 with payment milestones. The quote does not include permits or bonds.

### Shipping Information

Ship To:

Bill To:

### Details

Product ID	Product	QTY	Price	Sub Total
2U-SLT-SH-KIT	2U Slotted Shelf - Kit	2.00	\$80.75	\$161.50
DLSP	MCU Data Line Surge Protector	1.00	\$90.25	\$90.25
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1.00	\$603.25	\$603.25
FIN-Eth-T10	Ethernet Data Activated First-In Type 10 MCU	1.00	\$9,021.15	\$9,021.15
FINISO4P	Radio Isolation Unit - Four Channel	1.00	\$789.45	\$789.45
FIS-EP-32	First-In Alerting Endpoint w/ 32" Monitor	1.00	\$2,018.94	\$2,018.94
FIS-EP-43	First-In Alerting Endpoint w/ 43" Monitor	1.00	\$2,600.00	\$2,600.00
FRMKit-Dual	MCU and Radio Rack Mount Kit	1.00	\$184.25	\$184.25
HPA-200	High Power Paging Audio Module (includes one speaker)	1.00	\$1,781.25	\$1,781.25
HPA-200-OMNI-800D	High Power Audio Module with 2 - 8" White Omnidirectional Speaker and Hanging Kit	1.00	\$1,750.00	\$1,750.00
RK-WM-1U	Wire Management - 1 Unit - Kit	2.00	\$61.75	\$123.50
SDBS1	Doorbell Button	1.00	\$213.75	\$213.75
SDRM38V-FM	Dorm Remote - Flush Mount Kit also required	1.00	\$853.34	\$853.34
SDRMKIT-TBD	Dorm Remote Mounting Kit - TBD	1.00	\$207.34	\$207.34

Product ID	Product	QTY	Price	Sub Total
SPC28-HS-1K2PS	Power Module w/ Hub & Spoke Controller, UPS & Dual Power Supplies (Black)	1.00	\$2,255.99	\$2,255.99
SPC28-HSL-1K2PS	Power Module w/ Dual Mode, UPS & Dual Power Supplies (Blue)	1.00	\$1,873.40	\$1,873.40
SS-AST-LF	Alerting Strobe Light Fixture	1.00	\$213.75	\$213.75
SSAT	Satellight (driven off Satellight Controller)	7.00	\$280.25	\$1,961.75
SSATKIT-TBD	Satellight Mounting Kit - TBD	16.00	\$45.60	\$729.60
SSAT-M	Satellight Controller	9.00	\$569.98	\$5,129.82
SSETS	Emergency Button	2.00	\$213.75	\$427.50
SS-OSA	Outside Speaker Audio Module (includes one speaker)	1.00	\$569.98	\$569.98
SSRS	Appliance Reset Switch	1.00	\$213.75	\$213.75
SS-SAIU-10-1RB	Appliance and Systems Interface Unit (Comes with 1 Reset Button)	1.00	\$1,828.75	\$1,828.75
SS-SLA-4L	Alerting Strobe Light Adaptor	1.00	\$90.25	\$90.25
SS-TTMR-MDC	Turnout Timer - Dual Color (Medium-17.37 inch)	1.00	\$783.75	\$783.75
SVC-LIFT-FEE	Lift Service Fee	1.00	\$1,250.00	\$1,250.00

**NOTES:**

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$37,726.26
Install Supplies	\$1,665.00
Total Tax (0.000 %)	\$0.00
Shipping and Handling	\$1,697.68
Station Equipment Install	\$31,728.52
FiAP Install, Commissioning, and Testing	\$0.00
FiAP Training	\$0.00
One Year Toll Free Technical Support	\$3,942.39
Project Coordination	\$2,220.00
Special Engineering Services	\$1,250.00
<b>Total Amount</b>	<b>\$80,229.85</b>

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

***If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.***



**WESTNET**

15542 Chemical Lane  
Huntington Beach, CA 92649  
Phone: 714-548-3500 Fax: 714-901-5610  
\*\*\*.FirstInAlerting.com



## Quote: Texas City Fire Department Fire Station #3 First-In Alerting Smart Station System

To: Texas City Fire Department

From: Todd Lambert

Texas City Fire Department

1725 25th ST N

Texas City, 77590

Contact:

### Summary

Total Amount:	<b>\$84,745.38</b>	Quote ID:	Q-10643-R8G5
Shipping Method:	Ground	Date:	7/3/2025
Payment Terms:	Net 30	Effective To:	10/3/2025

Description: This quote is for Texas City Fire Department Fire Station #3 First-In Alerting Smart Station System including installation and technical support.

Clarifying Comments: This quote is based upon installation occurring in 1 trip. If the station is not ready and additional trips are required, customer agrees to pay additional fees. Customer is responsible for all network connectivity between dispatch and station, as well as the CAD interface if network activation is desired. Customer is responsible for having the radio, network equipment and power within 6 feet of the Master Control Unit. Quote does not include conduit of more than 20 feet, if required. Customer to provide VPN access to Westnet for remote adjustments and support.

The quote does not include sales or use tax; the customer is responsible for paying sales or use taxes if applicable. If tax-exempt, please email the tax-exempt form to [accounting@westnetpublicsafety.com](mailto:accounting@westnetpublicsafety.com). The quote does not include Davis Bacon, union, or prevailing wage rates, customer is responsible if applicable. Payment terms are net 30 with payment milestones. The quote does not include permits or bonds.

### Shipping Information

Ship To:

Bill To:

### Details

Product ID	Product	QTY	Price	Sub Total
2U-SLT-SH-KIT	2U Slotted Shelf - Kit	2.00	\$80.75	\$161.50
DLSP	MCU Data Line Surge Protector	1.00	\$90.25	\$90.25
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1.00	\$603.25	\$603.25
FIN-Eth-T10	Ethernet Data Activated First-In Type 10 MCU	1.00	\$9,021.15	\$9,021.15
FINISO4P	Radio Isolation Unit - Four Channel	1.00	\$789.45	\$789.45
FIS-EP-32	First-In Alerting Endpoint w/ 32" Monitor	1.00	\$2,018.94	\$2,018.94
FIS-EP-43	First-In Alerting Endpoint w/ 43" Monitor	1.00	\$2,600.00	\$2,600.00
FRMKIT-Dual	MCU and Radio Rack Mount Kit	1.00	\$184.25	\$184.25
HPA-200	High Power Paging Audio Module (includes one speaker)	2.00	\$1,781.25	\$3,562.50
HPA-200-OMNI-800D	High Power Audio Module with 2 - 8" White Omnidirectional Speaker and Hanging Kit	1.00	\$1,750.00	\$1,750.00
RK-WM-1U	Wire Management - 1 Unit - Kit	2.00	\$61.75	\$123.50
SDBS1	Doorbell Button	1.00	\$213.75	\$213.75
SDRM38V-FM	Dorm Remote - Flush Mount Kit also required	1.00	\$853.34	\$853.34
SDRMKIT-TBD	Dorm Remote Mounting Kit - TBD	1.00	\$207.34	\$207.34

Product ID	Product	QTY	Price	Sub Total
SPC28-HS-1K2PS	Power Module w/ Hub & Spoke Controller, UPS & Dual Power Supplies (Black)	1.00	\$2,255.99	\$2,255.99
SPC28-HSL-1K2PS	Power Module w/ Dual Mode, UPS & Dual Power Supplies (Blue)	1.00	\$1,873.40	\$1,873.40
SS-AST-LF	Alerting Strobe Light Fixture	1.00	\$213.75	\$213.75
SSAT	Satellight (driven off Satelight Controller)	10.00	\$280.25	\$2,802.50
SSATKIT-TBD	Satelight Mounting Kit - TBD	19.00	\$45.60	\$866.40
SSAT-M	Satelight Controller	9.00	\$569.98	\$5,129.82
SSETS	Emergency Button	2.00	\$213.75	\$427.50
SS-OSA	Outside Speaker Audio Module (includes one speaker)	1.00	\$569.98	\$569.98
SSRS	Appliance Reset Switch	1.00	\$213.75	\$213.75
SS-SAIU-10-1RB	Appliance and Systems Interface Unit (Comes with 1 Reset Button)	1.00	\$1,828.75	\$1,828.75
SS-SLA-4L	Alerting Strobe Light Adaptor	1.00	\$90.25	\$90.25
SS-TTMR-MDC	Turnout Timer - Dual Color (Medium-17.37 inch)	1.00	\$783.75	\$783.75
SVC-LIFT-FEE	Lift Service Fee	1.00	\$1,250.00	\$1,250.00

**NOTES:**

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$40,485.06
Install Supplies	\$1,800.00
Total Tax (0.000 %)	\$0.00
Shipping and Handling	\$1,821.83
Station Equipment Install	\$32,937.80
FiAP Install, Commissioning, and Testing	\$0.00
FiAP Training	\$0.00
One Year Toll Free Technical Support	\$4,230.69
Project Coordination	\$2,220.00
Special Engineering Services	\$1,250.00
<b>Total Amount</b>	<b>\$84,745.38</b>

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

***If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.***



**WESTNET**

15542 Chemical Lane  
Huntington Beach, CA 92649  
Phone: 714-548-3500 Fax: 714-901-5610  
\*\*\*.FirstInAlerting.com



## Quote: Texas City Fire Department Fire Station #4 First-In Alerting Smart Station System

To: Texas City Fire Department

From: Todd Lambert

Texas City Fire Department

1725 25th ST N

Texas City, 77590

Contact:

### Summary

Total Amount:	<b>\$98,821.95</b>	Quote ID:	Q-10644-G0P1
Shipping Method:	Ground	Date:	7/3/2025
Payment Terms:	Net 30	Effective To:	10/3/2025

Description: This quote is for Texas City Fire Department Fire Station #4 First-In Alerting Smart Station System including installation and technical support.

Clarifying Comments: This quote is based upon installation occurring in 1 trip. If the station is not ready and additional trips are required, customer agrees to pay additional fees. Customer is responsible for all network connectivity between dispatch and station, as well as the CAD interface if network activation is desired. Customer is responsible for having the radio, network equipment and power within 6 feet of the Master Control Unit. Quote does not include conduit of more than 20 feet, if required. Customer to provide VPN access to Westnet for remote adjustments and support.

The quote does not include sales or use tax; the customer is responsible for paying sales or use taxes if applicable. If tax-exempt, please email the tax-exempt form to [accounting@westnetpublicsafety.com](mailto:accounting@westnetpublicsafety.com). The quote does not include Davis Bacon, union, or prevailing wage rates, customer is responsible if applicable. Payment terms are net 30 with payment milestones. The quote does not include permits or bonds.

### Shipping Information

Ship To:

Bill To:

### Details

Product ID	Product	QTY	Price	Sub Total
2U-SLT-SH-KIT	2U Slotted Shelf - Kit	2.00	\$80.75	\$161.50
DLSP	MCU Data Line Surge Protector	1.00	\$90.25	\$90.25
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1.00	\$603.25	\$603.25
FIN-Eth-T10	Ethernet Data Activated First-In Type 10 MCU	1.00	\$9,021.15	\$9,021.15
FINISO4P	Radio Isolation Unit - Four Channel	1.00	\$789.45	\$789.45
FIS-EP-32	First-In Alerting Endpoint w/ 32" Monitor	1.00	\$2,018.94	\$2,018.94
FIS-EP-43	First-In Alerting Endpoint w/ 43" Monitor	1.00	\$2,600.00	\$2,600.00
FRMKit-Dual	MCU and Radio Rack Mount Kit	1.00	\$184.25	\$184.25
HPA-200	High Power Paging Audio Module (includes one speaker)	1.00	\$1,781.25	\$1,781.25
HPA-200-OMNI-800D	High Power Audio Module with 2 - 8" White Omnidirectional Speaker and Hanging Kit	2.00	\$1,750.00	\$3,500.00
RK-WM-1U	Wire Management - 1 Unit - Kit	2.00	\$61.75	\$123.50
SDBS1	Doorbell Button	1.00	\$213.75	\$213.75
SDRM38V-FM	Dorm Remote - Flush Mount Kit also required	8.00	\$853.34	\$6,826.72
SDRMKIT-TBD	Dorm Remote Mounting Kit - TBD	8.00	\$207.34	\$1,658.72

Product ID	Product	QTY	Price	Sub Total
SPC28-HS-1K2PS	Power Module w/ Hub & Spoke Controller, UPS & Dual Power Supplies (Black)	1.00	\$2,255.99	\$2,255.99
SPC28-HSL-1K2PS	Power Module w/ Dual Mode, UPS & Dual Power Supplies (Blue)	1.00	\$1,873.40	\$1,873.40
SS-AST-LF	Alerting Strobe Light Fixture	1.00	\$213.75	\$213.75
SSAT	Satellight (driven off Satelight Controller)	14.00	\$280.25	\$3,923.50
SSATKIT-TBD	Satellight Mounting Kit - TBD	22.00	\$45.60	\$1,003.20
SSAT-M	Satellight Controller	8.00	\$569.98	\$4,559.84
SSETS	Emergency Button	2.00	\$213.75	\$427.50
SS-OSA	Outside Speaker Audio Module (includes one speaker)	1.00	\$569.98	\$569.98
SSRS	Appliance Reset Switch	1.00	\$213.75	\$213.75
SS-SAIU-10-1RB	Appliance and Systems Interface Unit (Comes with 1 Reset Button)	1.00	\$1,828.75	\$1,828.75
SS-SLA-4L	Alerting Strobe Light Adaptor	1.00	\$90.25	\$90.25
SS-TTMR-MDC	Turnout Timer - Dual Color (Medium-17.37 inch)	2.00	\$783.75	\$1,567.50
SVC-LIFT-FEE	Lift Service Fee	1.00	\$1,250.00	\$1,250.00

**NOTES:**

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$49,350.14
Install Supplies	\$2,295.00
Total Tax (0.000 %)	\$0.00
Shipping and Handling	\$2,420.29
Station Equipment Install	\$37,136.36
FiAP Install, Commissioning, and Testing	\$0.00
FiAP Training	\$0.00
One Year Toll Free Technical Support	\$4,150.16
Project Coordination	\$2,220.00
Special Engineering Services	\$1,250.00
<b>Total Amount</b>	<b>\$98,821.95</b>

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

***If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.***



**WESTNET**

15542 Chemical Lane  
Huntington Beach, CA 92649  
Phone: 714-548-3500 Fax: 714-901-5610  
\*\*\*.FirstInAlerting.com



## Quote: Texas City Fire Department First-In Alerting Dispatch System With AVD

**To: Texas City Fire Department**

**From: Todd Lambert**

Texas City Fire Department

1725 25th ST N

Texas City, 77590

Contact:

### Summary

Total Amount:	<b>\$136,595.88</b>	Quote ID:	Q-10645-T9M8
Shipping Method:	Ground	Date:	7/3/2025
Payment Terms:	Net 30	Effective To:	

Description: This quote is for Texas City Fire Department First-In Alerting Dispatch System With AVD including installation and one year of technical support. Quote includes the Radio Interface Controller (Lite) with 2 Keypads, 3 additional Key Pads (total of 5), 1 Key Pad Extender, 5 client workstations, Automated Voice Dispatch (AVD) & Editor, & server.

The First-In Voice Dispatch (FIAVD) feature of the First-In Fire Station Alerting System provides the fire/rescue department and the dispatch center a quick, consistent means of providing automated, complete dispatch information to the responding emergency personnel. Management of FIAVD is performed by dispatch center personnel utilizing the First-In Voice Editor software. This software allows City personnel to edit the cadence and pronunciation of a particular word.

Clarifying Comments: This quote is based upon installation occurring in 1 trip. If the station is not ready and additional trips are required, the customer agrees to pay additional fees. The customer is responsible for all network connectivity between dispatch and station, as well as the CAD interface if network activation is desired. Customer to provide VPN access to Westnet for remote adjustments and support. The First-In Voice Dispatch (FIAVD) feature of the First-In Fire Station Alerting System provides the fire/rescue department and the dispatch center a quick, consistent means of providing automated, complete dispatch information to the responding emergency personnel. Management of FIAVD is performed by dispatch center personnel utilizing the First-In Voice Editor software. This software allows City personnel to edit the cadence and pronunciation of a particular word.

The customer is responsible for all other integration and VPN access for Westnet. The client will need to provide a dedicated radio for the First-In Radio Interface Controller, and the installed radio will need an outside antenna with proper grounding. Client to supply and program any radio needed to control traffic lights, warning lights or other interfaces necessary.

Quote does not include Davis Bacon, union, or prevailing wage rates, customer is responsible if applicable. The quote does not include sales or use tax; the customer is responsible for paying sales or use taxes if applicable. If tax-exempt, please email the tax-exempt form to [accounting@westnetpublicsafety.com](mailto:accounting@westnetpublicsafety.com). Payment terms are net 30 with payment milestones. Quote does not include permits or bonds.

### Shipping Information

**Ship To:**

**Bill To:**

### Details

Product ID	Product	QTY	Price	Sub Total
2U-SLT-SH-KIT	2U Slotted Shelf - Kit	1.00	\$85.00	\$85.00
FIAP-AVD	First-In Automated Voice Dispatch System	1.00	\$28,500.00	\$28,500.00
FIAP-AVD-EDT	First-In Automated Voice Dispatch Word Editor	1.00	\$3,521.00	\$3,521.00
FIAP-CLIENT-WS	First-In Alerting Workstation with Client Software	5.00	\$2,009.00	\$10,045.00

Product ID	Product	QTY	Price	Sub Total
FIAP-CORE-5S-PKG	First-In Alerting Platform Core Station Alerting Software with up to 5 Station License Package	1.00	\$13,943.00	\$13,943.00
FIAP-CORE-SVR-SD	First-In Alerting Platform Standard Server	1.00	\$6,900.00	\$6,900.00
FRIC-LT	Radio Interface Controller (Lite) with 2 Keypads	1.00	\$16,500.00	\$16,500.00
RIC-KP	Radio Interface Controller Keypad	3.00	\$1,250.00	\$3,750.00
RIC-KP-EX	Radio Interface Controller Keypad Extender	1.00	\$3,250.00	\$3,250.00
TR-IM	Trunked Radio Interface Module	1.00	\$2,833.00	\$2,833.00

**NOTES:**

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$89,327.00
Quote Discount (%)	0.00%
Install Supplies	\$315.00
Total Tax ( %)	\$0.00
Shipping and Handling	\$2,667.53
Station Equipment Install	\$0.00
FIAP Install, Commissioning, and Testing	\$24,975.00
FIAP Training	\$3,700.00
One Year Toll Free Technical Support	\$11,911.35
Project Coordination	\$3,700.00
<b>Total Amount</b>	<b>\$136,595.88</b>

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

***If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.***