

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, FEBRUARY 18, 2026 - 5:00 P.M.
DOYLE CONVENTION CENTER
2010 5th 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

Laura Neely	Police	02/25/2016	10 years
Devin McDearmon	Bayou Golf	02/16/2016	10 years
Donald Spry	Parks & Recreation	02/03/2016	10 years
Michael Arthur	Public Works	02/28/2011	15 years
Christopher Martinez	Fire	02/22/2006	20 years
 - (b) Certificate of Recognition presented to Moore Memorial Public Library
- (5) REPORTS
 - (a) Racial Profiling Report (Marshal's Office)
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA

- (a) Approve City Commission Minutes for the February 4, 2026, meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 2026-017, authorizing the purchase of contractual services and maintenance for TLC and Visual Edge printers/copiers. (Innovation Technology)
- (c) Consider and take action on Resolution No. 2026-018, authorizing the City to enter into an annual contract with In-Pipes Technology for 12-month bioaugmentation services through TIPS Contract: (Vendor No. 11696 - Contract 250503) (Public Works- Utilities)
- (d) Consider and take action on Resolution No. 2026-019, approving the expense for repairs to the FM 2004 Emergency Water Well to be completed by Crescent Electric using Buy Board Contract No. 733-24. (Public Works- Utilities)
- (e) Consider and take action on Resolution No. 2026-020, authorizing the expense for complete preparation and repainting of the historic homes and gazebo at Heritage Square Park by Generocity Services Inc. (Choice Partners Contract #23/016MR-17). (Parks, Rec & Tourism)
- (f) Consider and take action on Resolution No. 2026-023, naming Well Now as the official facility for conducting the Fire Department physicals in accordance with Texas Professional Service Requirements, and authorizing annual expenses. (Fire)
- (g) Consider and take action on Resolution No. 2026-024, approving the annual Galveston County Mosquito Control Program to service Texas City, Texas. (City Secretary)
- (8) REGULAR ITEMS
 - (a) Consider and take action on Resolution No. 2026-021, approving the purchase of seventy-seven Yamaha Drive EFI golf carts for the Bayou Golf Course through BuyBoard Contract No. 706-23. (Parks, Rec & Tourism)
 - (b) Consider and take action on Ordinance No. 2026-02, amending the 2025-2026 fiscal year budget to appropriate funds for lead removal from berms at the Texas City Municipal Shooting Range. (Parks, Rec & Tourism)
 - (c) Consider and take action on Ordinance No. 2026-03, amending the 2025-2026 fiscal year budget to allocate funds due to an increase in the Galveston County Animal Services Agreement. (Police)
 - (d) Consider and take action on Resolution No. 2026-022, awarding Bid No. 2026-005 and entering into a contract with TuCon Construction for the expansion of the Public Works and Engineering Building. (Public Works)
- (9) COMMISSIONERS' COMMENTS

- (10) MAYOR'S COMMENTS
- (11) STAFF ANNOUNCEMENTS
- (12) 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 INTIRIM CITY HALL, 2000 TEXAS AVENUE, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON FEBRUARY 12, 2026, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 02/18/2026

February 2026 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST

Service Awards

Laura Neely	Police	02/25/2016	10 years
Devin McDearmon	Bayou Golf	02/16/2016	10 years
Donald Spry	Parks & Recreation	02/03/2016	10 years
Michael Arthur	Public Works	02/28/2011	15 years
Christopher Martinez	Fire	02/22/2006	20 years

BACKGROUND (Brief Summary)

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

RECOMMENDATION

Human Resources recommend approval of the February service award(s).

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: \$325.00

Source of Funds: Employee Service Program in HR Budget

Account #: 101-106-52715

Fiscal Impact:

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 02/18/2026

Submitted By: Rhomari Leigh, City Secretary

Department: Mayor's Office

Information

ACTION REQUEST

2025 Achievement of Excellence in Libraries Award

BACKGROUND (Brief Summary)

Moore Memorial Public Library has been awarded the 2025 Achievement of Excellence in Libraries Award. This award is conferred annually by the Texas Municipal Library Directors Association to libraries that demonstrate consistent excellence and outstanding contributions to public library services within their communities. To receive this award a library must submit an application that shows they exhibit excellence in 10 service areas. Of the 516 public library systems in Texas, Moore Memorial Public Library is one of only 101 who have earned this year's award. With this honor, our library is now in the top 20% of all public libraries in the state.

RECOMMENDATION

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 02/18/2026

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Racial Profiling Report (Marshal's Office)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report
attachment



Texas City Marshals Office

2025 Racial Profiling Report



US Census Population Estimates

July 1, 2021

54,247

Asian/Pacific Islander 1%

1%

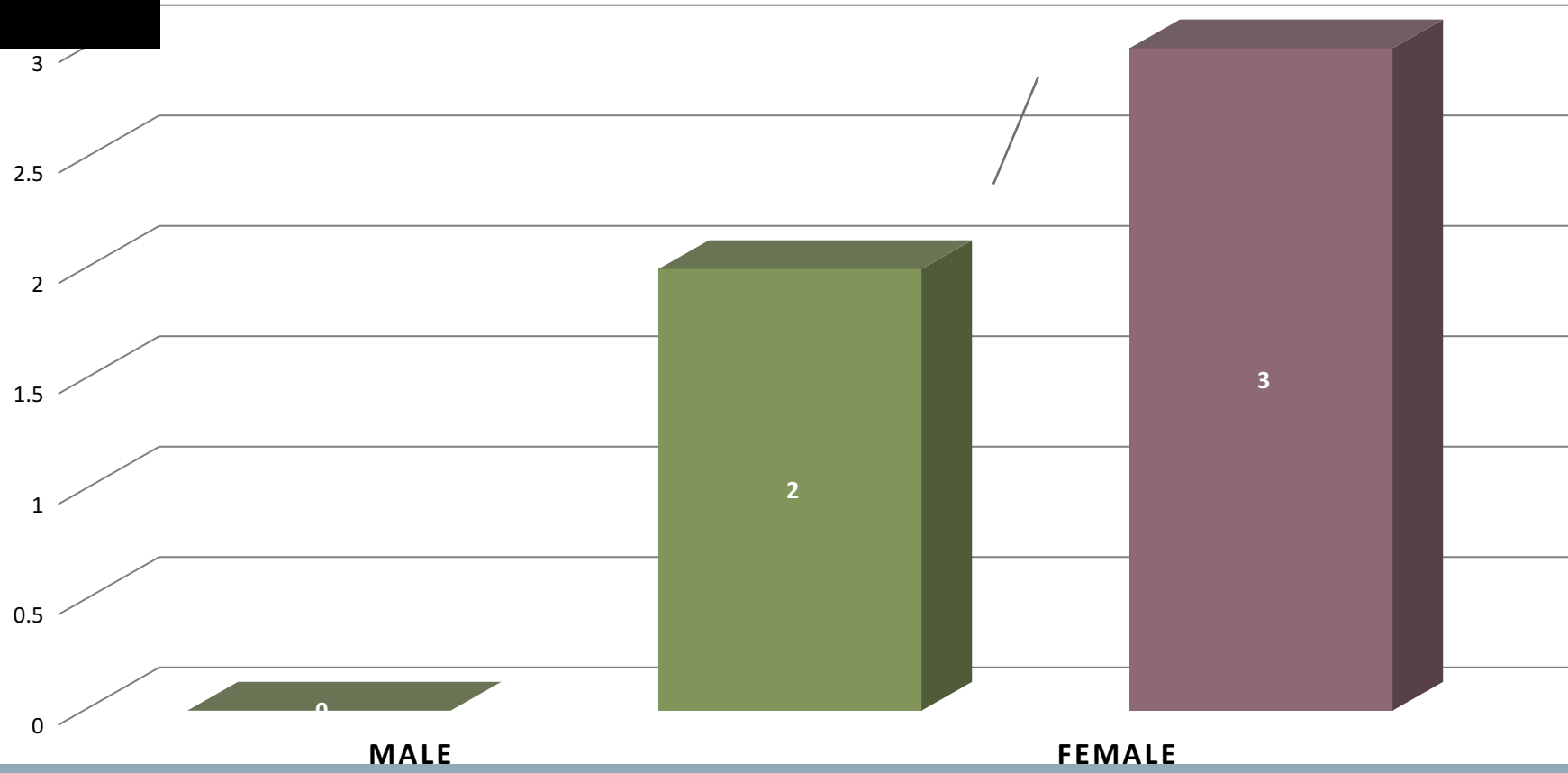
Hispanic 29%

White 38.0%

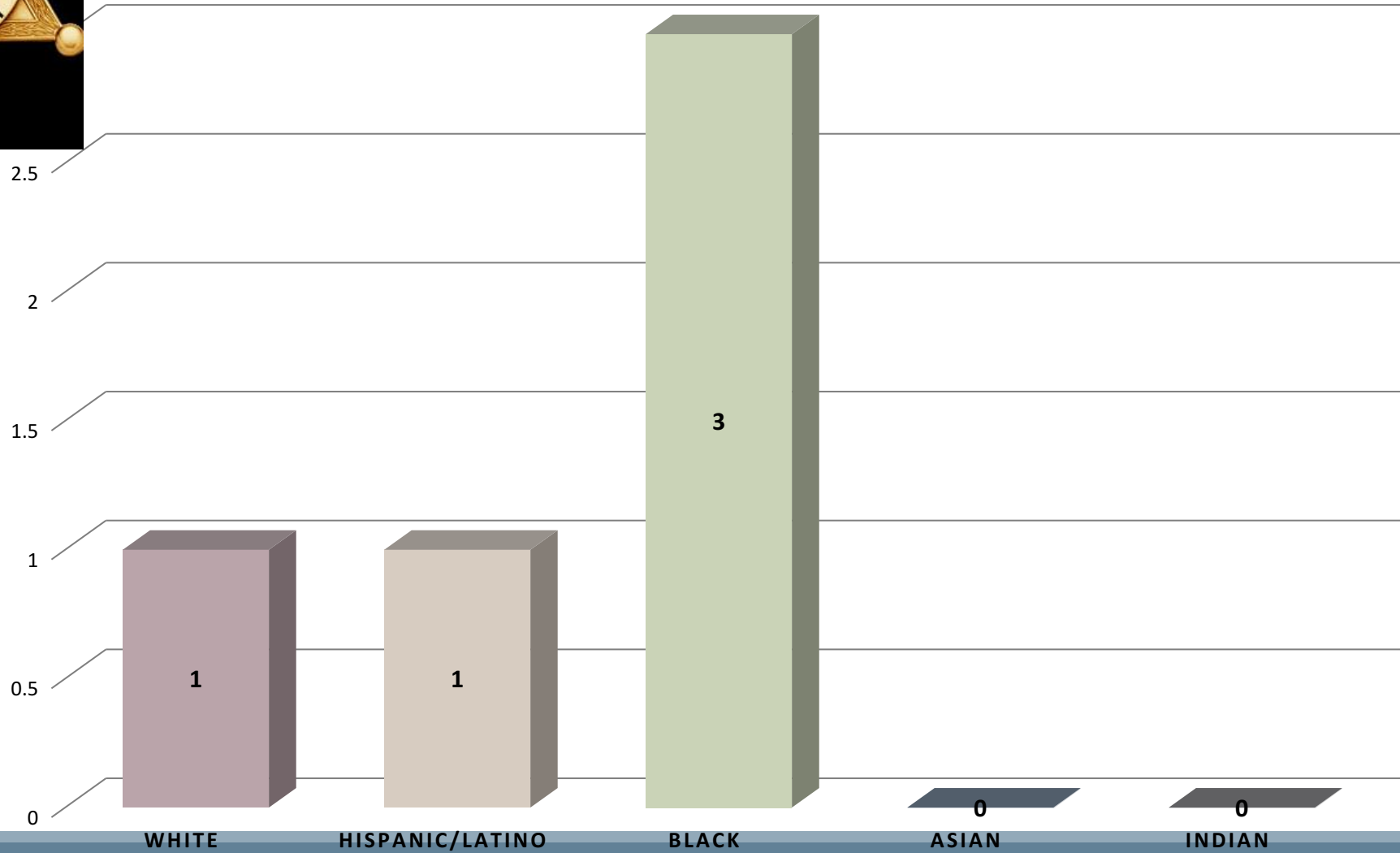
Black 28.5%



2025 Total Stops: 5

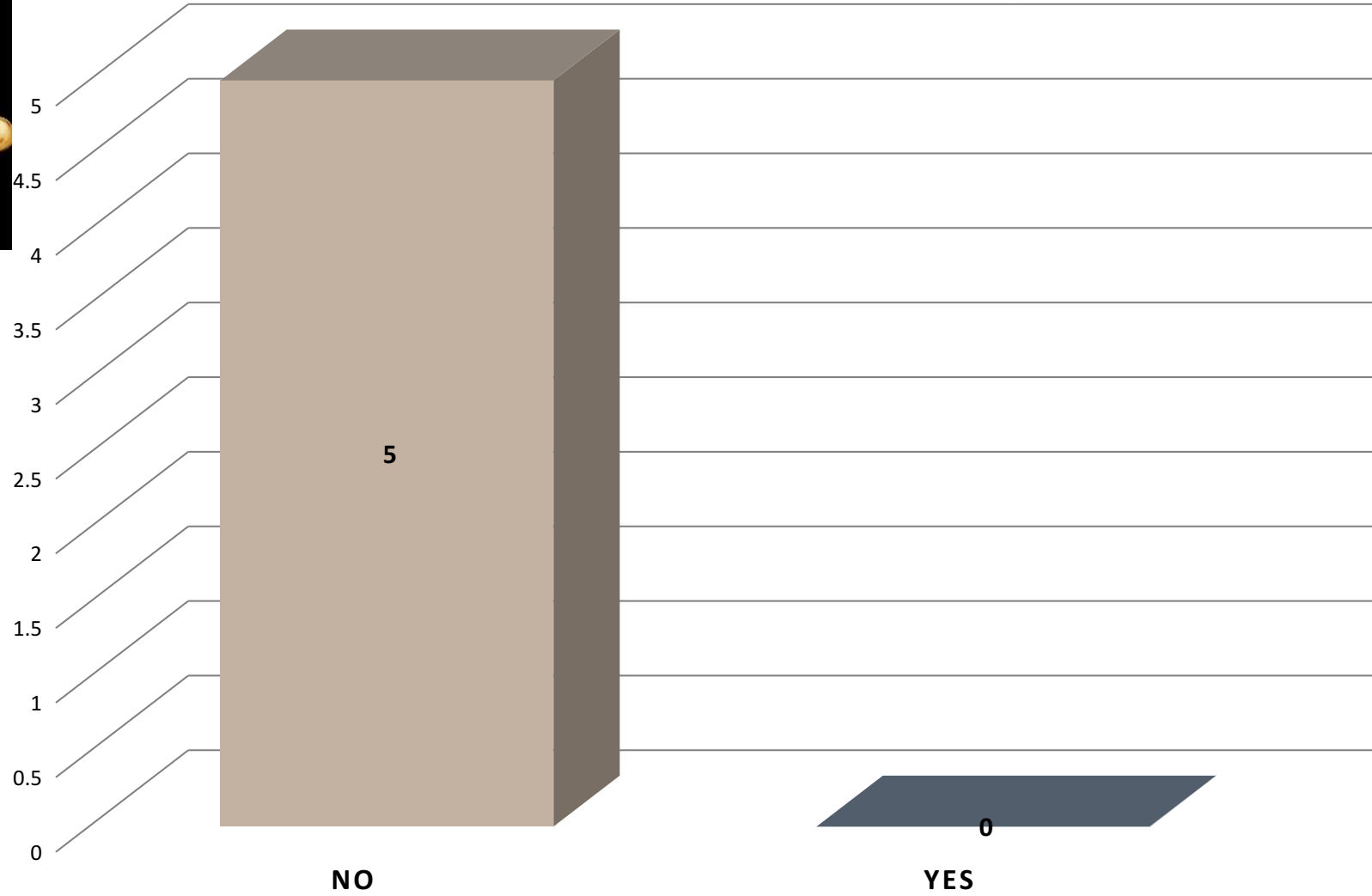


Race or Ethnicity of People Stopped



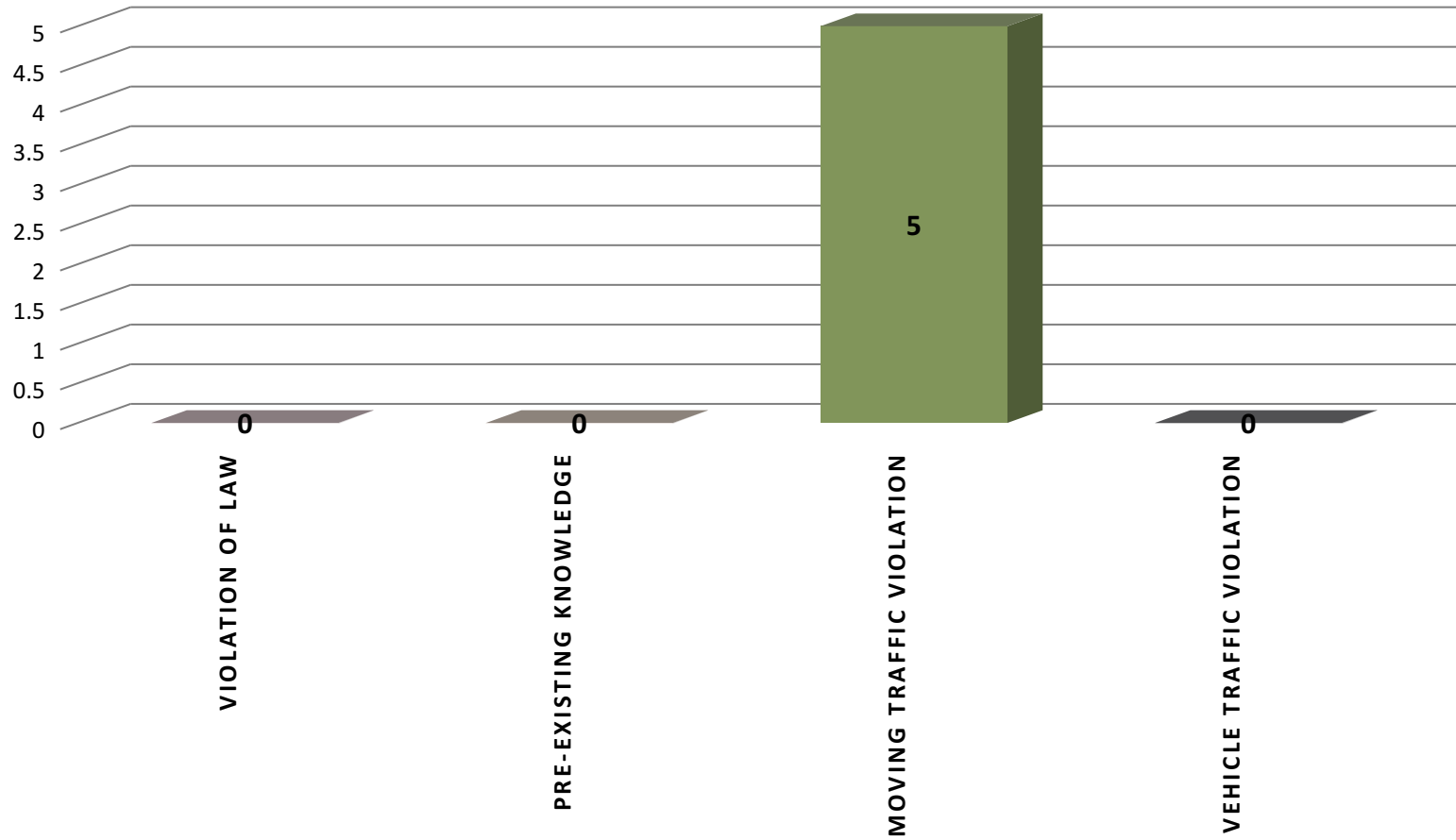


Was race or ethnicity known prior to stop?



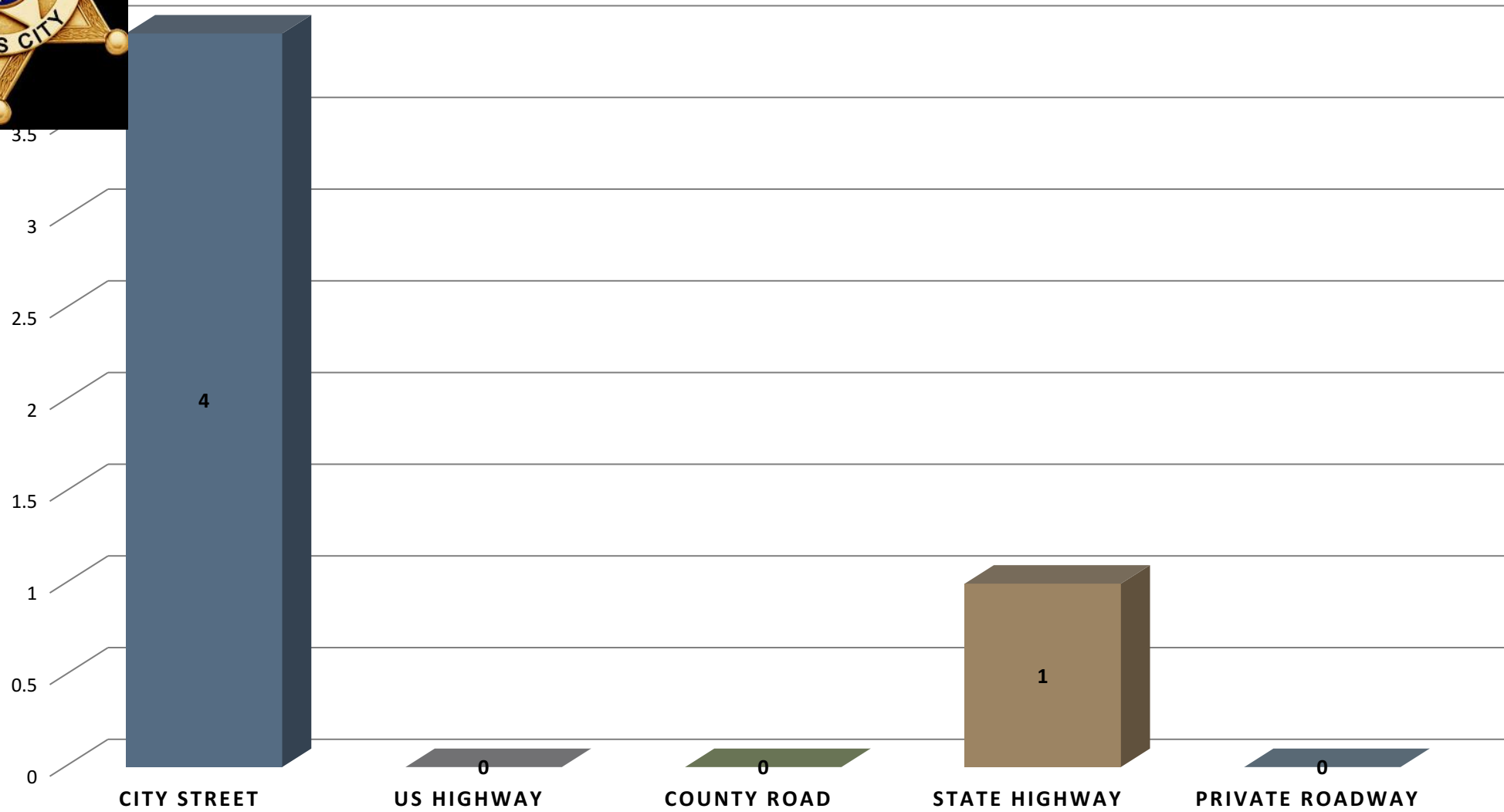


Reason for Stop



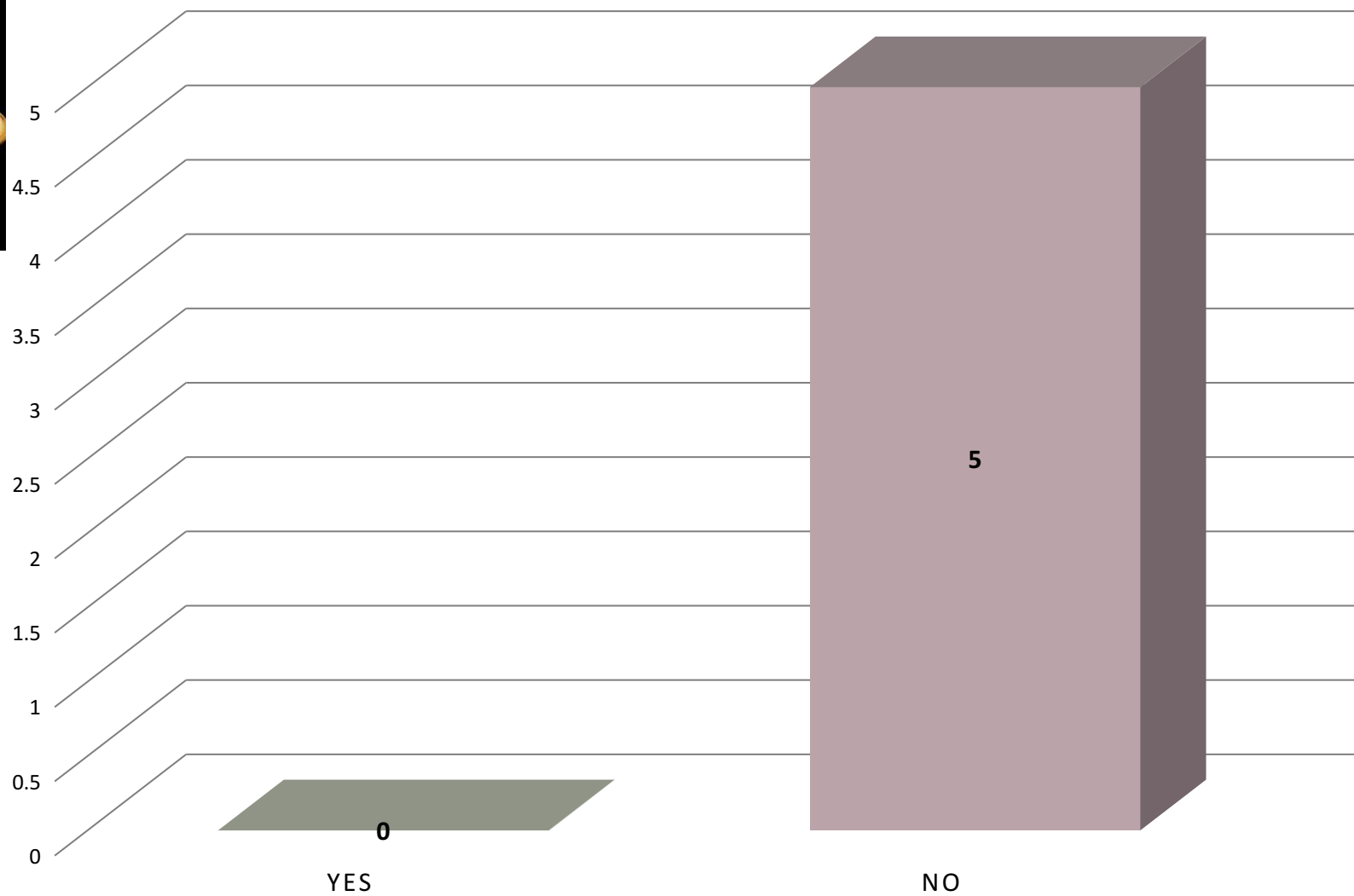


Location of the Stops





Was a Search Conducted?



Searches Conducted by Race



0
BLACK

0
WHITE

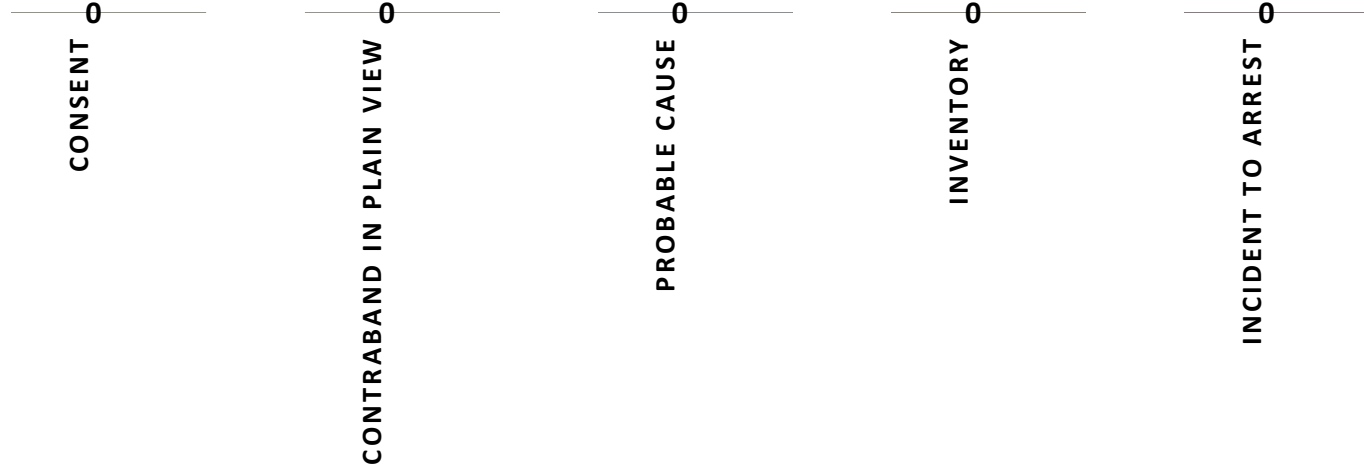
0
HISPANIC

0
ASIAN

0
INDIAN



Reason for Search



Contraband Discovered



0
YES

0
NO

Description of Contraband



0
DRUGS

0
CURRENCY

0
WEAPONS

0
ALCOHOL

0
STOLEN PROPERTY

0
OTHER

Contraband Hits by Race



0
BLACK

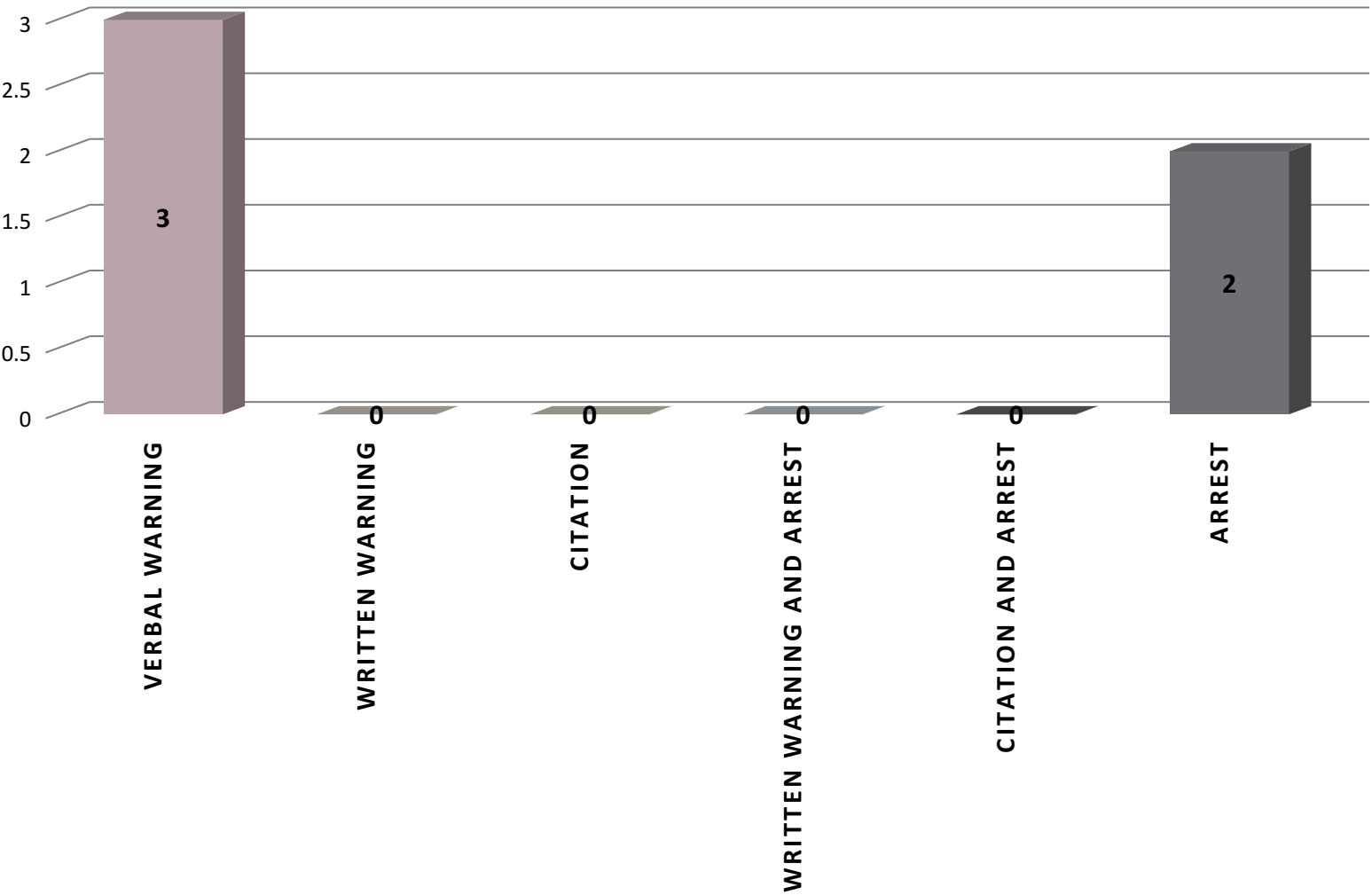
0
WHITE

0
HISPANIC

0
ASIAN

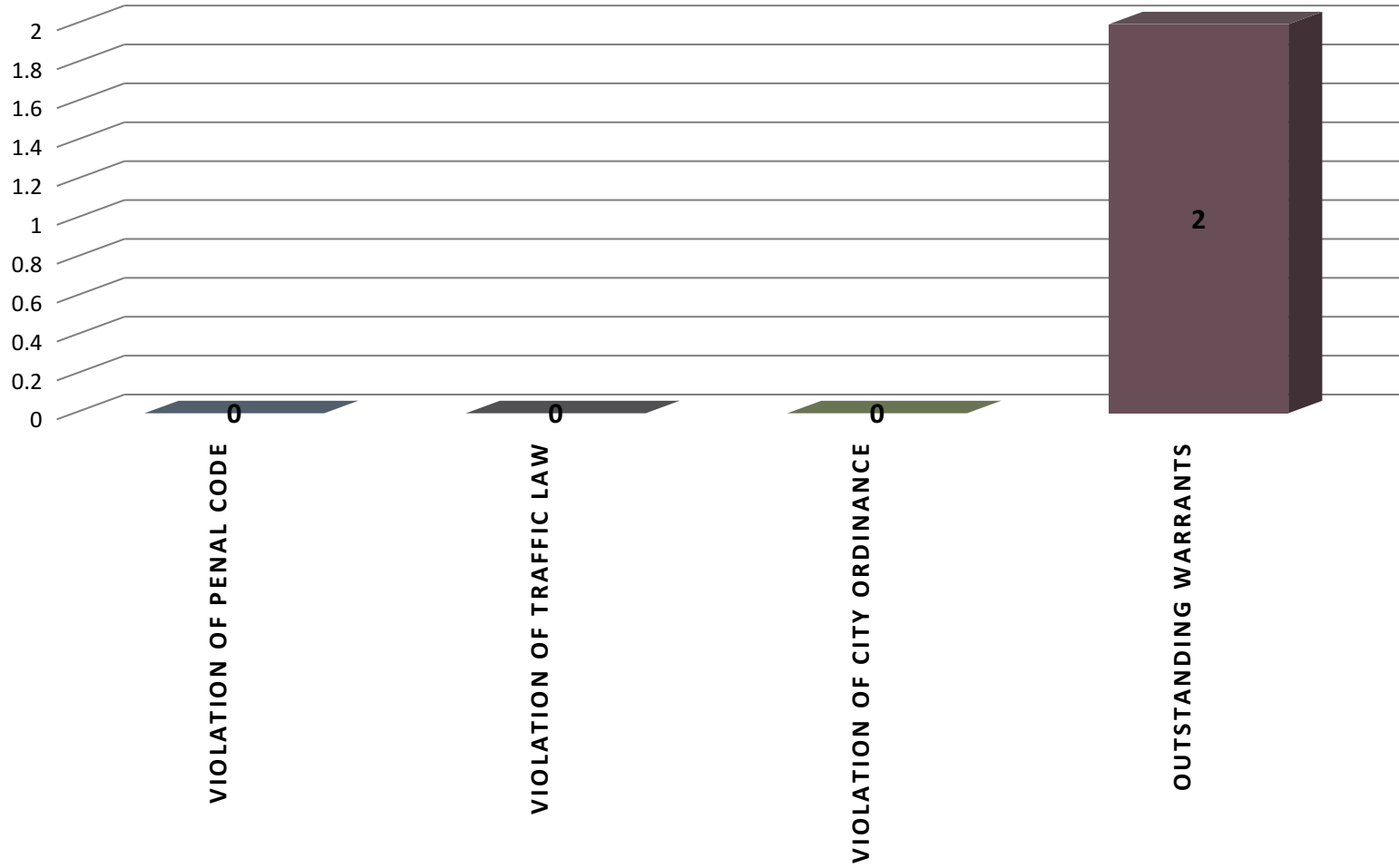


Result of Stop



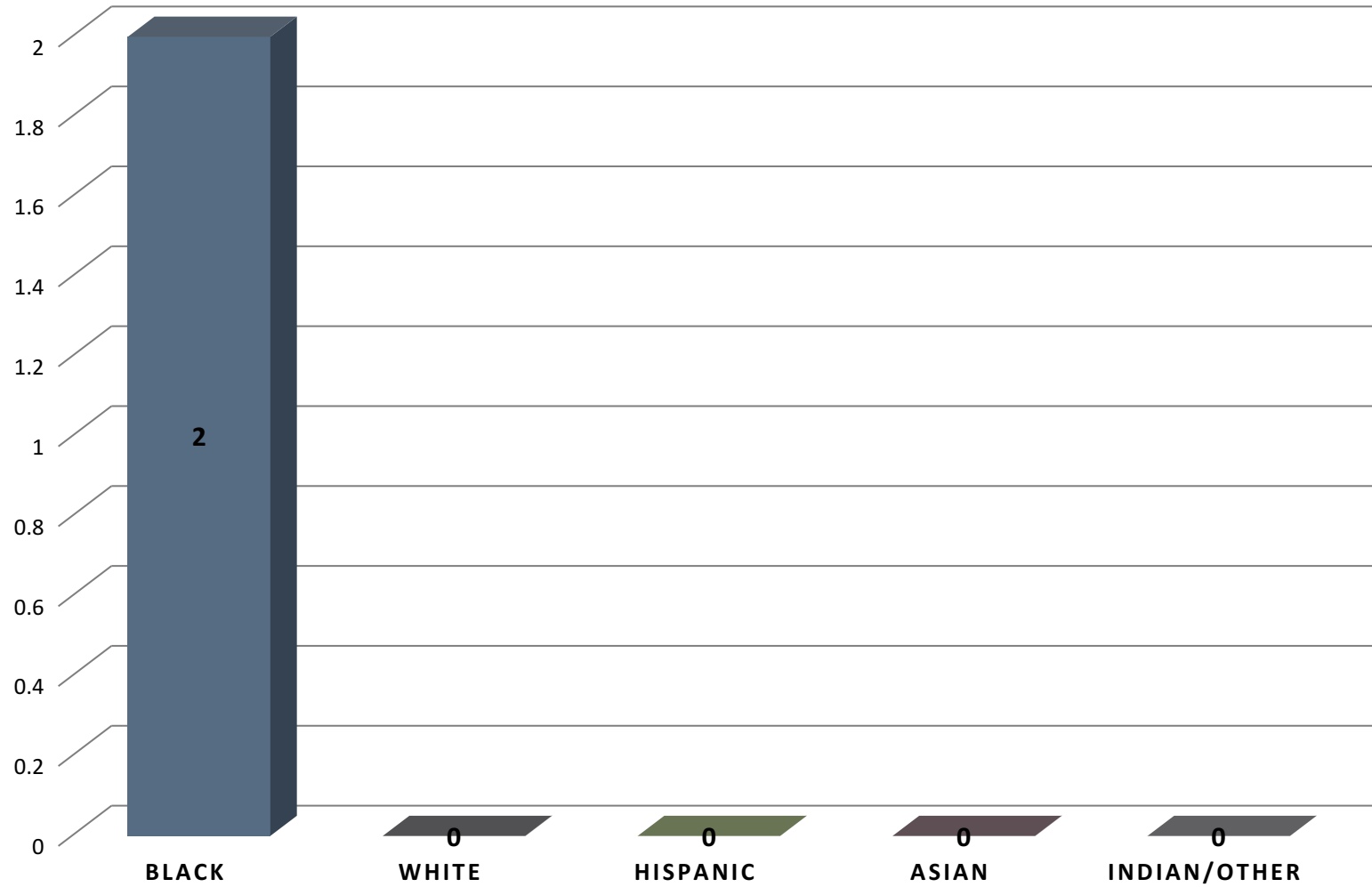


2 Total Arrests



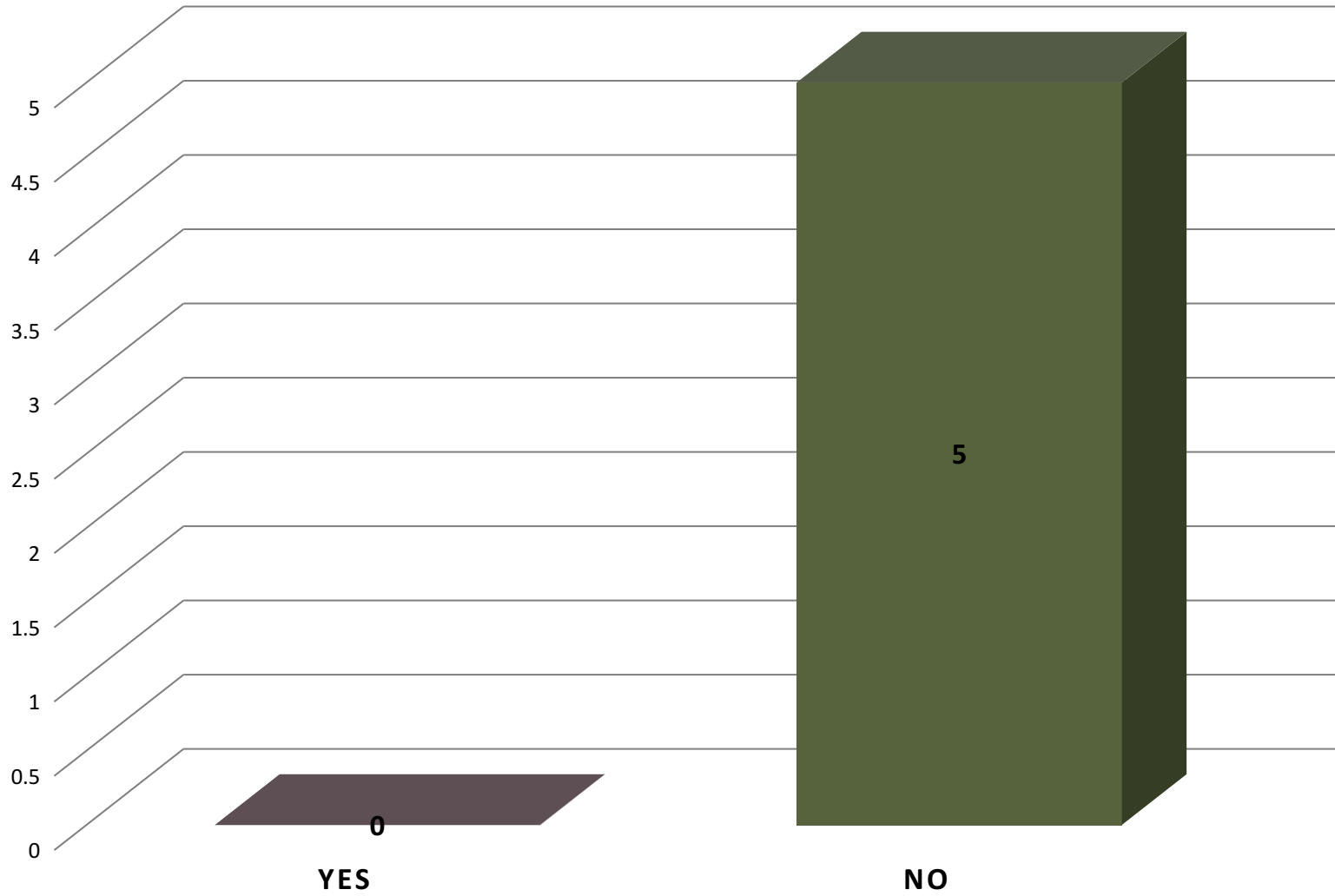


Arrests by Race





Physical Force Used During Stop





Racial Profiling Complaints Received

TCMO received no complaints alleging racial or bias based profiling during this reporting period.

Questions

lwashington@texascitytx.gov

409-643-5841



Texas City Marshal's Office



- 2025 Annual Report
- February 18, 2026

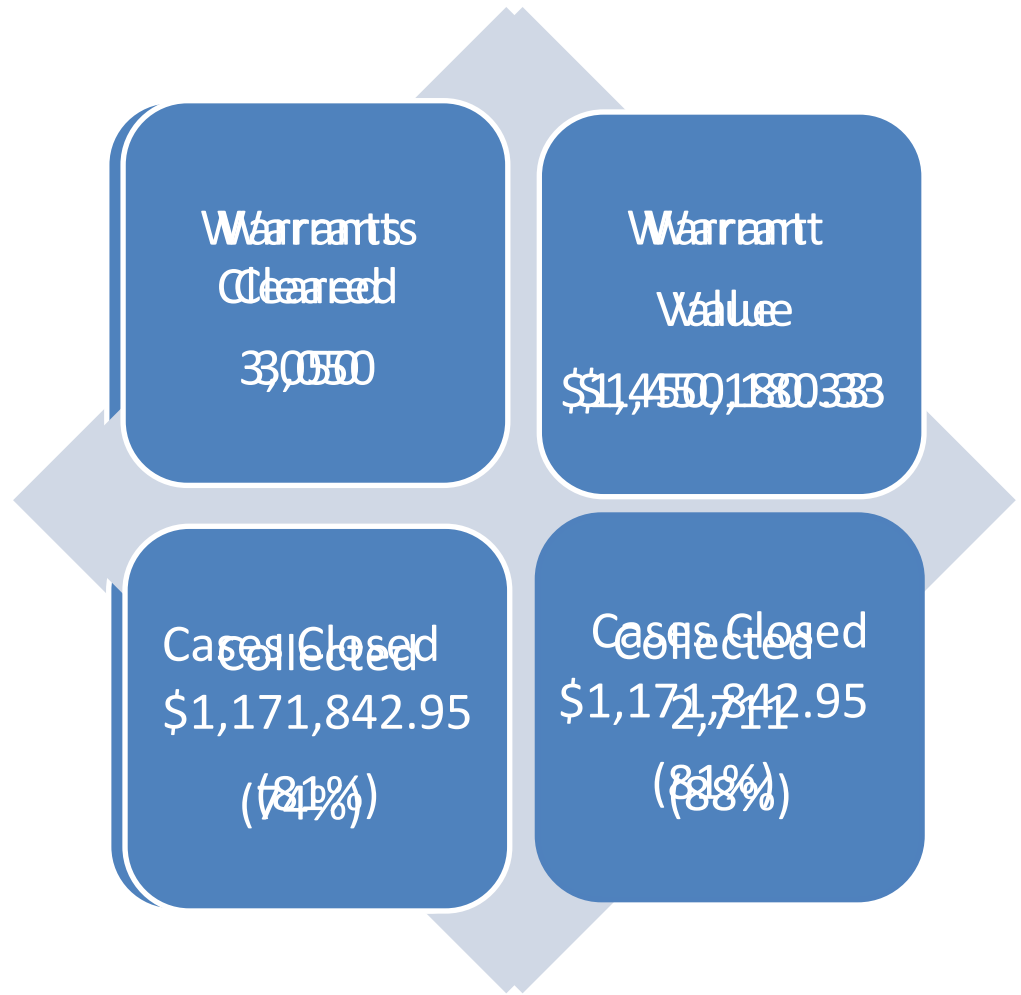
Duties of TCMO

- **Locate Wanted Individuals**
- **Assist the Texas City Municipal Court in:**
 - **Gaining Compliance to Judge's Orders**
 - **Reducing the Number of Outstanding Warrants**
 - **Increase the Number of Closed Cases**
- **Provide Security for Municipal Court and City Hall**





2025 TCMO Warrant Stats





Questions?

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 02/18/2026

Submitted By: Renee Edgar, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for the February 4, 2026, meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, FEBRUARY 4, 2026 – 5:00 P.M.
DOYLE CONVENTION CENTER

A Regular Called Meeting of the City Commission was held on Wednesday, FEBRUARY 4, 2026, at 5:00 P.M. in the Doyle Convention Center, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

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

2. INVOCATION

Led by Matthew Brockman, Pastor at Peace Lutheran Church.

DeAndre' Knoxson, Commissioner District 1, came in at the end of the Roll Call at 5:01.

3. PLEDGE OF ALLEGIANCE

Led by Thelma Bowie, Commission At-Large, Mayor Pro Tem.

4. REPORTS

a. Racial Profiling Report for Calendar Year 2025 (Police)

Landis Cravens, Police Chief, gave a PowerPoint presentation.

b. Crime Statistics for Calendar Year 2025 (Police)

Landis Cravens, Police Chief, gave a PowerPoint presentation.

c. Quarterly Investment Report (Finance)

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

Scott McIntyre from Hilltop Securities also spoke about the PowerPoint presentation and expectations for the year.

5. PRELIMINARY ZONING APPROVAL

- a. Consider and take action on the request for extension of time to Preliminary Zoning Approval for Willow Wood Subdivision to change from District A Single Family Residential to District I Planned Unit Development. (Engineering)

Kim Golden, City Engineer, stated the Engineering Department has reviewed the request for an extension of time and recommend approval to the Planning Board and to the City Commission of the requested extension of the preliminary zoning approval from District A — Single Family Residential to District I - Planned Unit Development to allow Castlerock Communities additional time to complete construction of the infrastructure in Sections 1 and 2.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

Vote: 7 - 0 CARRIED

6. PUBLIC COMMENTS

There were none.

7. CONSENT AGENDA

Commissioner At-Large, Mayor Pro Tem, Thelma Bowie, made a motion to approve Consent Agenda items 7a, b, c, d, e, f, and g. The motion was seconded by Commissioner District 4, Jami Clark.

- a. Approve City Commission Minutes for January 21, 2026 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2026-011, approve the Consolidated Annual Performance Evaluation Report (CAPER) for the City's CDBG activities for PY 2024, submission to the U.S. Department of Housing and Urban Development. (Community Development)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2026-012, authorizing the purchase of treated wastewater effluent between the City of Texas City and Valero Refining-Texas, L.P. (Engineering)

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 2026-013, authorizing the Director of Library Services to remove delinquent fees and fines that are attached to library patron accounts that expired prior to January 1, 2019. (Library)

Vote: 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 2026-014, authorizing renewal of the subscription to Brightly Work Order System through Sourcewell Contract No. 090320-SDI. (Public Works)

Vote: 7 - 0 CARRIED

- f. Consider and take action on Resolution No. 2026-015, awarding ITP No. 2026-012 to Valero Refining-Texas, L.P., and authorizing the Mayor to enter into a long-term lease for certain real property commonly known as "City Connection Point." (Engineering)

Vote: 7 - 0 CARRIED

- g. Consider and take action on Resolution No. 2026-016, approval of Accurate Meter and Supply to provide materials and services for the water system. (Public Works- Utilities)

Vote: 7 - 0 CARRIED

8. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 2026-01, amending the fiscal year 2025-2026 budget to replace items of theft and prevent recurrence at the City Emergency Back-Up Water Well Site. (Public Works)

Jack Haralson, Public Works Director, stated that funding is critical to restoring essential municipal infrastructure and implementing robust security measures to prevent future theft.

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

Vote: 7 - 0 CARRIED

9. COMMISSIONERS' COMMENTS

10. 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.

11. STAFF ANNOUNCEMENTS

12. ADJOURNMENT

Having no further business, Commissioner At-Large, Abel Garza, made a MOTION to ADJOURN at 5:50 p.m.; the motion was SECONDED by Commissioner District 4 Jami Clark. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 02/18/2026

Purchas of TLC & Visual Edge Maintenance & Services

Submitted For: Innovation Technology, Information Technology

Submitted By: Patricia Mata, Community Development/ Grant Admin

Department: Information Technology

Information

ACTION REQUEST

Commission to authorize the purchase of contractual services and maintenance for TLC and Visual Edge printers/copiers.

BACKGROUND (Brief Summary)

This item requests approval to expend \$84,000 with Visual Edge / TLC for City-wide multifunctional printers and copiers, covering existing lease agreements and monthly maintenance costs based on usage. For full transparency, interim purchase orders were previously issued—\$49,000 to TLC and \$37,000 to Visual Edge—to allow payment of outstanding invoices while this item was scheduled for Commission consideration.

The City currently operates 31 multifunctional printers, which are utilized across departments for printing, scanning, emailing documents, and supporting required fax services. Visual Edge (formerly TLC) has served as a City vendor for more than 12 years. These costs are already budgeted within multiple departmental accounts and represent the City’s annual copier lease and maintenance obligations.

RECOMMENDATION

It is the recommendation of the Innovation Technology Department that the Commission approve the purchase of services and maintenance for TLC & Visual Edge printers/copiers.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: 84,000.00

Source of Funds: Multiple Department Funds

Account #: 101105-52670

Fiscal Impact:

These costs are already budgeted within multiple departmental accounts and represent the City’s annual copier lease and maintenance obligations.

Attachments

Texas City Breakout November 2025 MFP Contracts
Resolution



Dept	Lease	Maintenance	Total	Current Spend	EOT Renewal
Engineering & Planning	\$285.70	\$259.30	\$545.00	\$605.33	M2M
Rec & Tour	\$1,556.95	\$433.05	\$1,900.00	\$2,263.30	ANNUAL 60-120 DAY NOTICE
Command Trailer	\$149.30	\$50.70	\$200.00	\$250.00	M2M
IT	\$287.78	\$32.22	\$320.00	\$330.00	M2M
Utilites	\$301.70	\$63.30	\$365.00	\$380.50	M2M
Water Customer Service	\$310.75	\$214.30	\$525.00	\$586.72	ANNUAL 60-120 DAY NOTICE
Parks (Byron)	\$215.58	\$40.42	\$256.00	\$294.00	M2M
Museum	\$217.78	\$32.22	\$250.00	\$265.00	M2M
Bayou Golf Course	\$152.95	\$22.05	\$175.00	\$178.00	M2M
Library Customer Printer	\$155.91	\$194.09	\$350.00	\$482.78	ANNUAL 60-120 DAY NOTICE
Human Resources	\$434.97	\$160.30	\$595.00	\$661.35	ANNUAL 60-120 DAY NOTICE
Legal & City Secretary	\$386.24	\$148.76	\$535.00	\$581.55	ANNUAL 60-120 DAY NOTICE
community Development	\$241.90	\$152.10	\$394.00	\$355.74	M2M
Jail And Dispatch	\$604.40	\$148.60	\$753.00	\$332.37	M2M

RESOLUTION NO. 2026-017

A RESOLUTION AUTHORIZING THE PURCHASE OF CONTRACTUAL SERVICES AND MAINTENANCE FOR TLC AND VISUAL EDGE PRINTERS AND COPIERS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, this item requests approval to expend \$84,000 with Visual Edge / TLC for City-wide multifunctional printers and copiers, covering existing lease agreements and monthly maintenance costs based on usage; and

WHEREAS, funds for this purchase are available through the 2025/2026 Fiscal Year Budget; and

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 expense for 31 multifunctional printers, which are utilized across departments for printing, scanning, emailing documents, and supporting required fax services, for an approximate price of \$84,000.00.

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

PASSED AND ADOPTED this 18th day of February 2026.

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) (c)

Meeting Date: 02/18/2026

Utilities Department Bioaugmentation Contract (Corrosion and Odor Control)

Submitted For: Corbin Ballast, Utilities

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

Commission approval for entering into an annual contract with In-Pipes Technology for 12-month bioaugmentation services for the amount of \$272,340.00 through TIPS Contract: (Vendor No. 11696 - Contract 250503) See Exhibit A for detailed description of proposal.

BACKGROUND (Brief Summary)

Since 2013, the City has utilized this specific product as a cornerstone of its strategy to meet the requirements of the Sanitary Sewer Overflow (SSO) Initiative, a voluntary compliance program established by the Texas Commission on Environmental Quality (TCEQ). This ongoing city-wide effort is designed to proactively reduce unauthorized discharges and protect the surrounding environment.

The process involves the strategic application of chemical treatments at multiple key locations within the sanitary sewer infrastructure. These treatments offer several critical operational benefits:

- **Solids Breakdown:** The chemicals initiate the early decomposition of organic matter while in transit, helping to prevent the buildup of solids that often lead to pipe blockages and subsequent overflows.
- **Odor Neutralization:** By targeting and oxidizing odorous compounds—such as hydrogen sulfide (H₂S)—at their source, the treatments effectively de-odorize sanitary waste before it can become an airborne nuisance in the community.
- **Transit Stabilization:** Treating the waste during its lengthy journey ensures it remains stable and manageable, improving overall efficiency when it ultimately reaches the Wastewater Treatment Plant (WWTP).

Through over a decade of consistent implementation, this proactive approach has allowed the City to maintain regulatory standing and improve the long-term health of its collection system.

RECOMMENDATION

It is the recommendation of the Utilities Department to approve the contract with In-Pipe for Bioaugmentation Services for 12 months.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: \$272,340.00

Source of Funds: FY26 Budget

Account #: 501703 52775

Fiscal Impact:

TIPS Contract 250503. \$272,340.00 for 12 Months

Attachments

Exhibit A
Resolution



PROPOSAL TO:

City of Texas City
Bioaugmentation



Date: January 27, 2026

Proposal Number: 2026-WA208

TIPS: Vendor #11969, Contract 250503



January 27 2026

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

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

Dear Mr. Bremer,

On behalf of IN-PIPE Technology (IPT) we are pleased to submit our Quote to the City of Texas City for your consideration. This quotation offers our services at a significant discount to the price contractually negotiated for under the contract awarded to us by The Interlocal Purchasing System (“TIPS”).

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

Sincerely,

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

Introduction

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

Summary of Scope and Pricing

- The supply, and installation of Microbial Dosing Units. These units remain the property of IPT.
- A monthly service of MDUs, including repair and parts replacement as required, as well as the supply of Bacteria required for continuous 24/7/365 dosing.
- TIPS members receive a minimum 15% discount to our list price of \$600/month/per treated location (sewer manhole), which is \$510/month/location.
- Texas City receives service in 89 locations every two months:
 - **Monthly service:** 89 locations x \$510 = \$43,590/month
 - **Every other month service:** (with a 60-day supply of microbes, continuous monitoring and maintenance of dosing units, and a report after each round of service) = \$22,695/month billed monthly
- This discount is valid for three years after receipt of Purchase Order. The City always has the option of electing monthly service for the discounted price of \$510/month/location



Purchasing Quote

Proposal Number: **2026-WA208**
Date: January 27, 2026
Reference: Texas City, TX
Availability: 4-6 ARO
Validity: Proposal valid for 30 Days

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

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

<u>Item</u>	<u>Qty</u>	<u>Item Code #</u>	<u>Description</u>	<u>Price</u>
1	12	IPT-S1	Bioaugmentation service	\$53,400/month
			TIP Discount of 57.5%	(\$30,705)
			Total Monthly Service	\$22,695
			Total for 12 Months	\$272,340/year



Because Efficiency Counts

Purchasing Quote

Proposal Number:	2026-WA208 Renewal
Date:	January 27, 2026
Reference:	Texas City, TX
Availability:	4-6 ARO
Validity:	Proposal valid for 30 Days

Terms

Refer to attached IPT standard Terms and Conditions.

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

OFFERED BY:

IN-PIPE TECHNOLOGY

Douglas G. Fagans
Chief Commercial Officer

TIPS Information:

Vendor Number: 11696
Contract Number 250503 MRO (*Maintenance, Repair and Operations of Facilities and Grounds*) *Supplies, Equipment, Tool Rental, Sales and Services*

ACCEPTED BY:

City of Texas City

Signature: _____

Name & Title: _____

Date: _____

Purchase Order No: _____

RESOLUTION NO. 2026-018

A RESOLUTION APPROVING A ONE (1) YEAR CONTRACT WITH IN-PIPE TECHNOLOGIES, LLC. FOR BIOAUGMENTATION SERVICES THROUGH TIPS CONTRACT: (VENDOR NO. 11696 - CONTRACT 250503); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

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

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

SECTION 1: That the City Commission hereby approves a one (1) year contract with IN-PIPE Technologies, LLC. for bioaugmentation services through TIPS Contract: (Vendor No. 11696 - Contract 250503).

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

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

PASSED AND ADOPTED this 18th day of February 2026.

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: 02/18/2026

FM 2004 Water Well Wiring and Electrical Repairs

Submitted For: Corbin Ballast, Utilities

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

Commission approval for necessary repairs to the FM 2004 Emergency Water Well in the amount of \$325,000.00 to be completed by Crescent Electric using Buy Board contract 733-24.

BACKGROUND (Brief Summary)

The facility sustained significant operational damage following a series of break-ins in October 2025. These incidents resulted in compromised electrical systems and physical damage that requires specialized repairs to restore the site to full service. During the previous City Commission meeting held on February 4, 2026, the Commission approved a budget amendment specifically to allocate the necessary funds for these repairs.

RECOMMENDATION

It is the recommendation that the Commission formally engage Crescent Electric to perform essential electrical and infrastructure repairs at the FM 2004 Emergency Water Well.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: \$325,000.00

Source of Funds: FY26 Budget

Account #: 501705 55050

Fiscal Impact:

During the previous City Commission meeting held on February 4, 2026, the Commission approved a budget amendment specifically to allocate the necessary funds for these remedial works.

Attachments

Exhibit A
Resolution

Quality Work by Qualified Workers

Date: 1/12/26

Customer: City of Texas City

Location: 2004 Water Well

Thank you for the opportunity to quote the following scope of work:

1. Remove and replace damaged bus and weather head that feeds underground service.
2. Rewire affected conductors and connections impacted by vandalism and theft.
3. Refurbish MCC as required to restore safe and reliable operation.
4. Furnish and install a new 1200 Amp main breaker to replace the damaged unit.
5. Replace wire to generator.
6. Inspect, test, and verify proper operation of all replaced and refurbished components.
7. Energize and test operations.

The price for this scope is \$325,000. Tax not included. This work will be performed using the Buy Board contract number 733-24.

Thank you,

Grady Mack

This price is guaranteed for thirty days unless otherwise noted.

P O Box 36, 1319 First Street, La Marque, TX 77568 Phone 409-935-2416 Fax 409-935-2428

RESOLUTION NO. 2026-019

A RESOLUTION APPROVING REPAIRS TO THE FM 2004 EMERGENCY WATER WELL; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the FM 2004 Emergency Water Well facility sustained significant operational damage following a series of break-ins in October 2025; and

WHEREAS, Crescent Electric, using BuyBoard Contract No. 733-24, has submitted an Agreement for services for the total sum of \$325,000.00. This includes the removal and replacement of damaged bus and weather head, rewire affected conductors and connections, refurbish MCC, furnish, and replace wire to the generator; and

WHEREAS, funds for this project are made available in the 2025/2026 Fiscal Year Budget.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby accepts the agreement for services for the FM 2004 Emergency Water Well from Crescent Electric using Buy Board Contract No. 733-24.

SECTION 2: That the Mayor is hereby authorized to enter into an agreement with Crescent Electric using Buy Board Contract No. 733-24, for the price in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes, and authorizing the Mayor to approve change orders, not to exceed 25% of the total contract price, without taking the matter before the City Commission.

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

PASSED AND ADOPTED this 18th day of February 2026.

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: 02/18/2026

Repainting of Historic Homes and Gazebo at Heritage Square Park

Submitted For: Nicole Best, Recreation and Tourism

Submitted By: Nancy Heredia, Recreation and Tourism

Department: Recreation and Tourism

Information

ACTION REQUEST

Seeking approval to engage Generocity Services Inc. to prepare and repaint the exterior of the historic homes and gazebo at Heritage Square Park for a total cost of \$72,993.13. This project is part of the FY26 Capital Improvement Plan (CIP) and was previously approved in the FY26 budget.

BACKGROUND (Brief Summary)

The historic properties at Heritage Square, including the Davison House, Engineers House, William Moore House, and the gazebo, are due for exterior repainting. Prior to painting, the City of Texas City will complete all necessary structural and wood repairs to the homes and gazebo. Once repairs are finalized, Generocity Services Inc. will perform surface preparation and repaint the exteriors of these structures. Regular maintenance of these historic properties is critical to preserving their integrity and appearance. The homes currently exhibit signs of deterioration, including peeling paint and areas of wood requiring repair.

RECOMMENDATION

It is recommended that the City Commission approve engaging Generocity Services Inc. (Choice Partners Contract #23/016MR-17) to complete the preparation and repainting of the historic homes and gazebo at Heritage Square Park for \$72,993.13.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: \$72,993.13

Source of Funds: FY26 Budget

Account #: 201-401-55650

Fiscal Impact:

Funds for this project are available in Account #201-401-55650 as part of the approved FY26 CIP.

Attachments

Heritage Square Painting Proposal

COOP Contract
Resolution



Generocity Services, Inc.

1212 Winding Way Drive • Friendswood, TX 77546 • Phone: (281) 482-8881

Glenn Riske
Job Address:
109 3rd Avenue
Texas City, Tx 77590

Print Date: 2-2-2026

Proposal for City of Texas City Heritage Square Painting

Dear Mr. Riske

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:

Prep and repaint the exterior of the Historic Homes in Heritage Square Park. There are three homes and one gazebo at this location.

Prior to painting, all homes and gazebo are to be power washed to remove all dirt and debris.

All loose and flaking paint is to be scraped free and then sanded to help feather the edges.

All new and bare wood to be primed, all cracks to be caulked and nail heads to be puttied.

All areas to receive two coats of Sherwin Williams Exterior Super paint satin, owners' choice of colors to be applied.

Note: The City of Texas City will perform all repairs to the homes and gazebo prior to painting.

Davidson House:	\$26,233.13
Engineers House:	\$17,745.00
William Moore House:	\$19,355.00
Gazebo:	\$9,660.00

Items	Description	Price
RS Means		\$96,148.60
Houston CCI .853		-\$14,133.85
Choice Partners .89		-\$9,021.62

Total Price: \$72,993.13

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: _____

Costs based on RSMeans data

Estimate Name: B26-01-31-2026D City of Texas City Historic Homes and Gazebo Painting

ESTIMATE INFORMATION

Client Name: City of Texas City
Estimate Address: Texas

Notes:

Quantity	LineNumber	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Total O&P	Notes
1.00	013113200200	Field personnel, project manager, average	Week	\$ -	\$ 3,749.00	\$ 3,749.00	
1.50	013113200260	Field personnel, superintendent, average	Week	\$ -	\$ 5,587.50	\$ 5,587.50	
0.50	024119190950	Selective demolition, rubbish handling, dumpster, alternate pricing method, disposal fee per ton, average for all sizes, cost to be added to demolition cost	Ton	\$ 48.50	\$ -	\$ 48.50	
2.00	024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	C.Y.	\$ -	\$ 104.00	\$ 104.00	
5495.00	040120520420	Cleaning masonry, high pressure wash, average soil, biological staining, water only, excludes scaffolding	S.F.	\$ -	\$ 9,561.30	\$ 11,429.60	
8000.00	090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	\$ 1,200.00	\$ 6,800.00	\$ 8,000.00	
24900.00	099123721670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	S.F.	\$ 14,940.00	\$ 52,290.00	\$ 67,230.00	

R S Means Estimate	\$ 96,148.60
Houston CCI .853	\$ (14,133.84)
Choice Partners .89	\$ (9,021.62)
Sub Total	\$ 72,993.13
Bond	
Grand Total	\$ 72,993.13

Generocity Services, Inc.

Contract Category:

Contract Number: 23/016MR-17

Contract Terms:

Initial Award Date: February 24, 2023

1st Renewal Start Date: February 24, 2024

2nd Renewal Start Date: February 24, 2025

3rd Renewal Start Date: February 24, 2026

Current Expiration Date: February 23, 2027

Renewals Remaining: 0

CP Contract Manager:

Michael Robles

Michael@choicepartners.org

713-316-4254

Contract Partner: Generocity Services, Inc.



Contract Partner Web Site:

<http://www.generocityservices.com>

Approved Market Area: TX

Texas Regional Centers: Region 4 Primary

APPROVED PRODUCT OR SERVICE:

Construction-JOC (JOC-IDIQ)

MWBE/HUB Status: Not Certified

ABOUT THIS PARTNER:

The Full Service Construction Company – General Contractor Specializing in Commercial Construction and Remodeling.

GSI can provide you with all the general construction, and design/build services you'll need for your commercial projects. Our years of construction expertise give us the ability to engineer large or small, complex or simple projects. Whether you need new construction services or improvements, we can complete your project at prices you can afford. At **Generocity Services Inc.**, our promise is to provide you with quality materials &

workmanship, courteous service and timely delivery. **We are a member of Choice Partners.** Please contact us for a no-obligation estimate.

RESOLUTION NO. 2026-020

A RESOLUTION APPROVING THE COMPLETE PREPARATION AND REPAINTING OF THE HISTORIC HOMES AND GAZEBO AT HERITAGE SQUARE PARK BY GENEROCITY SERVICES INC. THROUGH CHOICE PARTNERS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Recreation and Tourism Department requests the approval of the complete preparation and repainting of the historic homes and gazebo at Heritage Square Park; and

WHEREAS, funds for this purchase are available through the 2025/2026 Fiscal Year Budget; and

WHEREAS, it is the recommendation of the Recreation and Tourism Department to award the above-mentioned item through Choice Partners (Contract No. 23/016MR-17) Generocity Services Inc., for the approximate purchase price of \$72,993.13.

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 complete preparation and repainting of the historic homes and gazebo at Heritage Square Park through Choice Partners (Contract No. 23/016MR-17) Generocity Services Inc., for an approximate price of \$72,99.13, as set out on the quote attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 18th day of February 2026.

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: 02/18/2026

Well Now Occupational Medical exam

Submitted For: Mathew Wyatt, Fire Department

Submitted By: Mathew Wyatt, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Approve Well Now as the official facility for conducting the Fire Department physicals in accordance with Texas Professional Service Requirements, and authorizing annual expenses estimated at ninety-two thousand three hundred and ninety-eight from the Fire Department's annual operating budget.

BACKGROUND (Brief Summary)

Well Now has the medical staff to complete the needed NFPA physical, Cardiac stress tests, a protein synthesis blood draw for early detection of seven major cancers seen in the fire service, and a coronary ultrasound that is an early indicator of stroke. The Occupational Safety and Health Administration requires medical surveillance and annual medical physicals of employees engaged in hazardous materials emergency response.

RECOMMENDATION

Fire Administration recommends approval of this request as a preventive occupational medical program has shown to be beneficial to the fire department and our employees.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: 92398.00

Source of Funds: Fire Department's operating budget

Account #: 10120254220

Fiscal Impact:

Attachments

Annual Medical Examination
Well Now Health physical proposal
Resolution



TEXAS CITY FIRE DEPARTMENT STANDARD OPERATING GUIDELINES

Name	Annual Medical Examination								
Volume	2	Chapter	2-7-2	Page	1 of 37	Written	1-31-18	Revised	5-13-24

Introduction

The following SOG contains the procedures to be followed for the scheduling, conducting, and follow-up of the annual medical examination. This SOG is intended as an expansion of SOG 2A-26 Wellness/Fitness Policy, Section 5. Medical Component.

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Authorized for Distribution:

David B. Zacherl

Fire Chief

(Electronically Signed)



TEXAS CITY FIRE DEPARTMENT STANDARD OPERATING GUIDELINES

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Section 1 Responsibility

1.1. All Uniformed personnel:

- 1.1.1 Will respond to all email and memo notifications from Fire Administration regarding the annual medical examination.
- 1.1.2 May choose to either use the licensed department physician or their licensed personal physician subject to Section 5 Personal Physician.
- 1.1.3 Fill out, sign and date all required medical forms where indicated.
- 1.1.4 Notify Fire Administration of any changes or delay to attending annual medical examination.
- 1.1.5 Attend all scheduled annual medical examination appointments on time and submit all required medical forms to the department or personal physician.

1.2. ¹**Battalion Chief**, Company Officer and/or Acting Officers:

- 1.2.1 Ensure personnel assigned to their command, either permanently or temporarily, attend all scheduled appointments on the dates identified in ¹**FirstDue** Scheduling.
- 1.2.2 Adjust staffing to accommodate personnel attending annual medical examination.
- 1.2.3 Notify Fire Administration of any changes, delays, or cancellations.
- 1.2.4 **Notify ¹Fire Chief of any changes, delays, or cancellations not caused by sick leave or other forms of Paid Time Off (PTO).**

1.3. Administrative Support Staff:

- 1.3.1 Notify personnel of upcoming annual medical examination.
- 1.3.2 Contact facility performing annual medical examination and schedule annual medical examination and pre-exam laboratory work.
- 1.3.3 Record on Annual Medical Tracking spreadsheet
- 1.3.4 Notify personnel of appointment dates.
- 1.3.5 If applicable, provide a copy of Personal Physician Option General Release form to H.R.
- 1.3.6 Schedule exams in Fire House, Employee Calendar and Staffing Calendar.
- 1.3.7 Supply personnel with all annual medical forms prior to annual exam.
- 1.3.8 Process receipt of “Request for Fitness Evaluation”.
- 1.3.9 Receive and process completed “Fit for Duty” Certification Form.
- 1.3.10 File “Fit for Duty” Certification Form in employee’s g-File.

1.4. Human Resources:

- 1.4.1 Receive sealed employee packet from facility conducting annual medical examination and secure in employees personnel file located at City Hall.
- 1.4.2 Provide copies of sealed employee’s medical packet when requested by employee.



TEXAS CITY FIRE DEPARTMENT STANDARD OPERATING GUIDELINES

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1.4.3 In the event the Department Physician was unable to mail a copy of the completed Form C Medical Examination Form and Lab Test results to the employee the copy will be forward to H.R. for mailing to the employee’s home address (See Appendix E).

1.5 Department Physician (Or Personal Physician)

- 1.5.1 Conduct annual medical exam in accordance with supplied Examination Forms and acceptable medical practices.
- 1.5.2 Fax a copy of the completed Form A “Fit For Duty” Certification Form to Fire Administration.
- 1.5.3 Provide sealed copy of results to City’s Human Resources Department personnel.
- 1.5.4 Mail employee a copy of completed Form C Medical Examination Form and Lab Test results to each employee in pre-addressed envelope provided (See Appendix E).

1.6 Fire Chief

- 1.6.1 **¹Approve all requests for cancelation and/or rescheduling of medical appointments on a case-by-case basis.**

Section 2 Key Points

- 2.1 Confidentiality of behavioral, medical, and fitness evaluations
 - 2.1.1 All medical information obtained from medical and physical evaluations is confidential.
 - 2.1.2 Pre-exam Laboratory testing will take place not later than one week prior to the medical exam. Personnel will report for the pre-exam laboratory work fasting, i.e. no food or drink after midnight the night before.
 - 2.1.3 Annual Medical Examinations will not be scheduled on Wednesdays.
 - 2.1.4 No more than two personnel will be scheduled for the medical exam on the same date
 - 2.1.5 The department will only have access to information regarding fitness for duty, necessary work restrictions, and appropriate accommodations as identified on the completed “Fit for Duty” Certification Form.
 - 2.1.6 At no time will confidential medical information be left out in the open, all information will be secured or filed immediately.
 - 2.1.7 All medical information will be maintained in separate files from all other personnel information as required by applicable standards and/or law.

Section 3 - Medical Component

- 3.1 All uniformed members of the department will undergo a comprehensive mandatory annual medical examination by a licensed physician selected by the department and/or a licensed



TEXAS CITY FIRE DEPARTMENT STANDARD OPERATING GUIDELINES

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personal physician selected by the firefighter. This examination is designed to help identify health problems affecting the individual, his/her department, and the professional fire service. This examination will take place during the employee's birth month, when possible, beginning in May 2010 and continuing.

- 3.2 The medical component will consist of:
 - 3.2.1 Physical examination
 - 3.2.2 Laboratory tests
 - 3.2.3 Vision tests
 - 3.2.4 Hearing evaluation
 - 3.2.5 Spirometry
 - 3.2.6 ECG Screening
 - 3.2.7 Exercise Electrocardiogram
 - 3.2.8 Cancer Screening
 - 3.2.9 Immunizations and infectious disease screening
 - 3.2.10 Referrals
 - 3.2.11 Data Collection

Section 4 Scheduling Annual Evaluations

4.1 Administrative Support Staff will:

- 4.1.1 Only schedule annual medical examination and pre-exam labs for employees who choose to use the licensed physician selected by the Department.
- 4.1.1.1 Annual medical examinations are not to be scheduled on Wednesdays.
- 4.1.1.2 No more than 2 firefighters will be scheduled on any given day.
- 4.1.2 Pre-exam labs are to be scheduled to take place no later than one week prior to annual medical examination.
- 4.1.3 Request available dates from facility for examinations via TCFD email for all personnel who elect to have their annual medical examination done by a licensed physician selected by the Department.
- 4.1.4 Confirm appoints by TCFD Email with facility performing annual medical examination.
- 4.1.5 Will provide a sealed copy of all medical forms to all personnel taking an annual medical examination.
 - 4.1.5.1 Form A
 - 4.1.5.2 Form B
 - 4.1.5.3 Form C
 - 4.1.5.4 Medical History Questionnaire
 - 4.1.5.5 Physicians Memorandum Fit for Duty Document



TEXAS CITY FIRE DEPARTMENT STANDARD OPERATING GUIDELINES

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- 4.1.5.6 VO2 Max Scores Medical Release, if requested by the employee
- 4.1.5.7 Request for Fitness Evaluations
- 4.1.5.8 Addressed Envelope to Employee’s Address of Record
- 4.1.5.9 Personal Physician Option General Release form
- 4.1.6 Email employee of scheduled annual medical examination appointments: Pre-exam Laboratory date and annual medical examination date.
- 4.1.7 Add appointment to ¹**FirstDue** as a Departmental Event.
- 4.1.8 Add appointment to Employee Calendar.
- 4.1.9 Add appointment to Staffing Calendar.
- 4.1.10 If applicable, provide a copy of Personal Physician Option General Release form to H.R.
- 4.1.11 Record on Annual Medical Tracking spreadsheet
- 4.1.12 With receipt of ‘Request for Fitness Evaluation’ form:
- 4.1.12.1 Add the ‘yes’ or ‘no’ from Request for Fitness Evaluation form to excel spreadsheet located in Admin Secure/Medical/Annual/Annual Medical Fitness/Annual Completed Exams and Assessments
- 4.1.13 Record the faxed copy of the completed Form A “Fit For Duty” Form in g-file.
- 4.1.14 Record Fit for Duty is received on Annual completed Exams and Assessment excel sheet.
- 4.1.15 Record VO2 (if applicable) on Annual Completed Exams and Assessment excel sheet.
- 4.1.16 If VO2 & Yes to Request for Fitness Evaluation, then schedule Fitness Evaluation with appropriate Facility.
- 4.1.17 IF **NOT FIT FOR DUTY**, submit to Fire Chief ASAP.

4.2 Uniformed Personnel will:

- 4.2.1 Respond to email and memo notifications from Fire Administration and notify Fire Administration of their intent to either use the licensed physician selected by the Department or voluntarily use their own personal physician.
- 4.2.2 Provide notification of employee’s intent to voluntarily use their personal physician no later than 48 business hours after receipt of notification from Fire Administration. The failure to respond within 48 business hours constitutes a waiver of the personal physician option.
- 4.2.3 Check your address on the self-addressed envelope, inside your packet.
- 4.2.4 If your address is not correct, please correct it and send a Change of Address form to fire administration so that we can update our records.
- 4.2.4.1 Change of Address form is located at [TCFD Access / Forms / Hr-change of address phone number form](#)
- 4.2.5 Check your paperwork for accuracy of SSN, DOB, Address, etc.



TEXAS CITY FIRE DEPARTMENT STANDARD OPERATING GUIDELINES

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- 4.2.6 Employees requesting the optional fitness evaluation must fill out and sign the Request for Fitness Evaluation form and return to Fire Administration on or before your medical appointment.
- 4.2.7 Fill out the Medical History Statement and sign all forms where indicated. Take all forms, medical history report, and pre-addressed envelope to your appointment
- 4.2.8 Must fast for pre-exam labs – no food or water after midnight.
- 4.2.9 Wear comfortable clothing and rubber soled shoes for your annual medical examination.
- 4.2.10 Report to appropriate facility for your pre-exam labs, as scheduled.
- 4.2.11 Report to appropriate facility and sign in at the Company Physicals desk and turn in all of your completed paperwork.

Section 5 Personal Physician

5.1 Personnel who voluntarily elect to use their own personal physician will be responsible for:

- 5.1.1 Obtaining prior permission from Fire Administration before scheduling.
- 5.1.2 Completing Appendix J Personal Physician Option General Release.
- 5.1.3 Scheduling their own annual medical examination and pre-exam lab work during the employee’s birth month. The scheduled date of the examination and required lab work must be during off-duty time only.
- 5.1.4 Ensure that a completed “Fit for Duty” Form is received at Fire Administration no later than 10 days after the annual medical examination.
- 5.1.5 Ensure that a sealed copy of all medical exam forms is delivered to the City’s Human Resource Department no later than 30 days after the annual medical examination.
- 5.1.6 Obtaining a personal copy of the results of their examination.
- 5.1.7 The Department will reimburse personnel who elect to have their own physician perform the annual examination up to an amount equal to the Department cost of the Department Physician performed medical examination.
- 5.1.8 Any additional costs above the Department’s approved cost are the responsibility of the employee. Individuals who choose their own physician will be responsible to negotiate a price equal to the cost of the Department Physician performed medical examination and pre-exam lab work or must pay the difference. Under no circumstance will Personal Insurance benefits provided by the City be used to pay for any of the departmental required annual medical examination.
- 5.1.9 Personnel must turn in a copy of their receipt for reimbursement. In all cases, reimbursement will be limited to the maximum approved cost of the Department Physician performed medical examination.

Section 6 “Not Fit for Duty” Evaluation



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6.1 A rating of “Not Fit for Duty” may only be reversed by the Departmental Physician. Therefore, it is imperative that the individual firefighter and his personal physician cooperate fully with the Department Physician to resolve any identified issue(s).

6.2 Personnel receiving a “Not Fit for Duty” classification shall:

- 6.2.1 Seek consultation with their personal physician (or may choose to use the Departmental Physician, as a personal physician).
- 6.2.2 Costs associated with getting the issue(s) under control are the responsibility of the employee using their health insurance benefits including any required co-pays.
- 6.2.3 Employees may be placed on sick leave, personal leave, or a combination of both to maintain salary and benefits. Light duty options will be assessed on a case by case basis depending on the nature of the issue(s).
- 6.2.4 Provide necessary information and feedback to the Departmental Physician to obtain a “Fit for Duty” rating.
- 6.2.5 Resume regular assignment upon receiving a “Fit for Duty” rating by the Department Physician indicating that the issue(s) has/have been satisfactorily resolved.

6.3 Personnel receiving a ”Fit for Duty” rating with required follow-up shall:

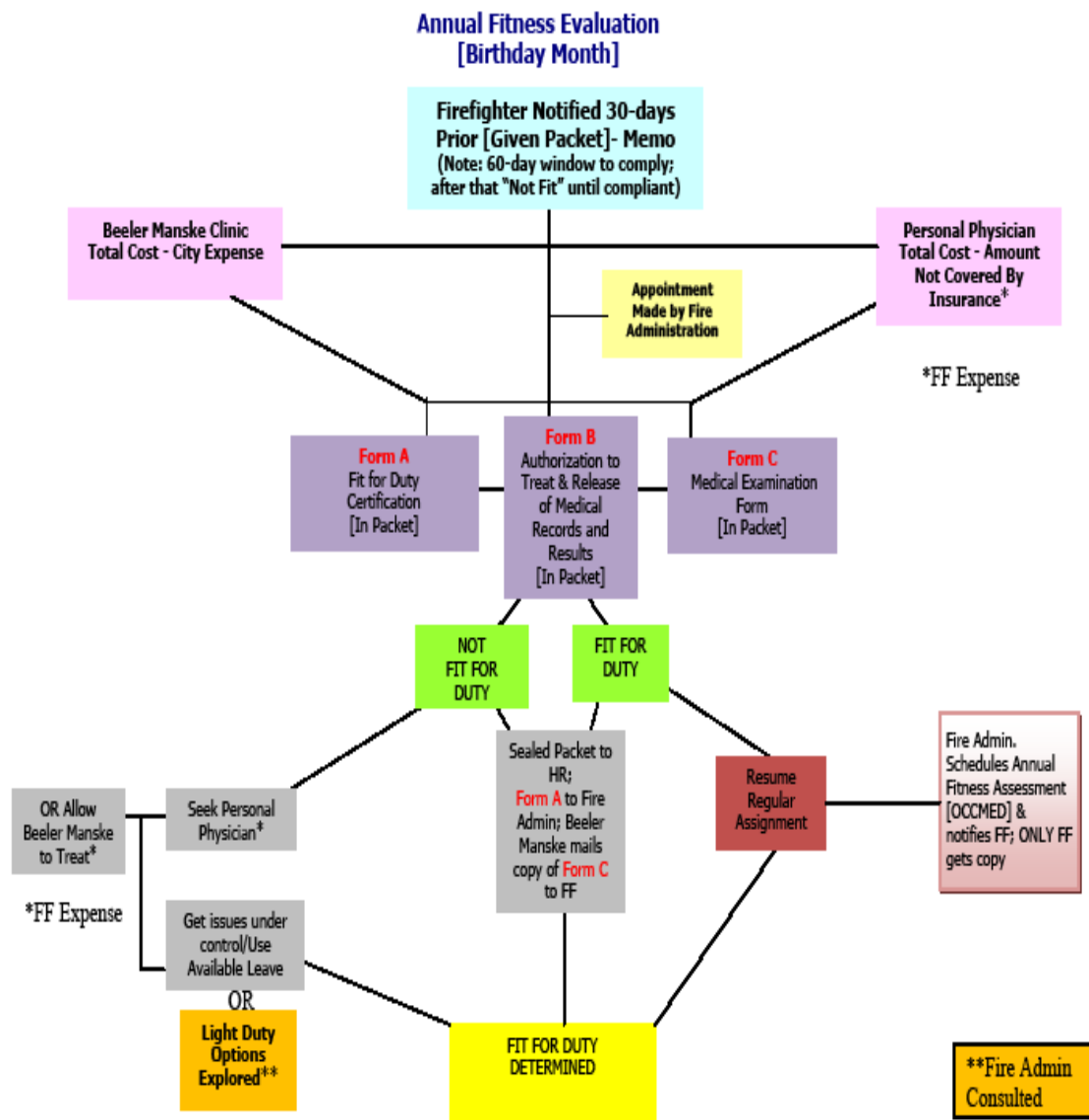
- 6.3.1 Costs associated with getting the issue(s) under control are the responsibility of the employee using their health insurance benefits including any required co-pays.
- 6.3.2 Seek consultation with their personal physician (or may choose to use the Departmental Physician as a personal physician).
- 6.3.3 Continue their regular assignment.
- 6.3.4 Provide necessary information and feedback in a timely manner to the Departmental Physician to obtain a clear “Fit for Duty” rating.
- 6.3.5 Recognize that the failure to timely respond and address the “follow-up” notification may result in a change of rating to “Not Fit for Duty” which will then subject the employee to the requirements of 6.2 in order to obtain a “Fit for Duty” rating.

¹**Amended May 13, 2024**


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Appendix A
FIT FOR DUTY CHART





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Appendix B

Memorandum – Fire Department

Date:

To: **John Doe**

From: **Fire Administration**

RE: Annual Fitness Evaluation Test

Your annual fitness evaluation test is due on or before your birthday, _____.

And no later than 30 days after your birthday. This notification is given to advise you that you must have your evaluation test completed by said date.

I have made an appointment for you at XYZ Facility on _____.

If you choose to have this evaluation performed by your personal physician, you must notify me by _____ so that your appointment with Beeler Manske can be cancelled in a timely fashion.

Attached is your packet which includes the following:

- 1) **Form A:** Fit for Duty Certification, short form [to be placed on the outside of sealed envelope and 1 extra copy enclosed in envelope provided];
- 2) **Form B:** Authorization to Treat and Release Medical Records and Results [which includes Medical History Questionnaire]; and
- 3) **Form C:** Medical Examination form [to be completed by physician] and extra copy mailed to firefighter (envelope provided).

If you have any questions or concerns, please contact _____, Director, Human Resources Department, phone number 409-643-5930; fax no. 409-643-5952, e-mail: XXXX@texas-city-tx.org.

Thank you for your assistance and cooperation in this matter.



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Appendix C

FORM A
TEXAS CITY FIRE DEPARTMENT MEDICAL
EXAMINATION
FIT FOR DUTY CERTIFICATION

Name:

Occupation:

Job Description: Under supervision, provides service delivery in mitigation, response, control, and recovery of fire related emergencies, hazardous materials incidents, emergency medical services, and other emergent and non-emergent tasks inherent to the fire service necessary to protect life and property. Performs related work as required.

Gender: Male Female SSN:

Examination For: Pre-Placement D.O.T.
 In-Service Fitness For Duty

I certify that I have performed and/or verified the medical examination performed on the above named individual on _____ and administered the following immunizations, and/or verified from existing shot (immunization) records that they have been administered.

MMR	Chicken Pox Virus
Varicella Vaccine	TB Test
Tetanus/diphtheria	Polio Vaccine
Hep B Antibody	Hep B Shot
VO2 Max Scores	

I certify that the above named individual is:

FIT NOT FIT To continue his/her duties as a Texas City Fire Fighter.

YES NO This individual is cleared to perform Annual Fitness Assessment.

YES NO This individual is fit to perform Physical Ability Test.

 Physician /
 PRINTED Phone/Fax Number
 PHYSICIAN NAME: _____ Date: _____

QUESTIONS OR CONCERNS: Please direct to Jennifer Price, Director, Human Resources Department, Phone: 409-643-5930; Fax No. 409-643-5952; e-mail: jprice@texas-city-tx.org.

HR Use: Copy mailed to Fire Admin. (Date) _____ (Initials) _____



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Appendix D

FORM B

BEELER MANSKE CLINIC

OR PERSONAL PHYSICIAN ANNUAL MEDICAL EXAM AUTHORIZATION TO TREAT AND RELEASE MEDICAL RECORDS AND RESULTS

Employer: _____ Date: _____

Employee: _____

Birth Date: _____ SS#: _____

PLEASE RETURN IN A SEALED ENVELOP ALL MEDICAL RECORDS, TEST RESULTS, LAB RESULTS, FIT FOR DUTY QUESTIONNAIRE, ETC. WITHOUT DELAY TO CITY OF TEXAS CITY, HUMAN RESOURCE DEPARTMENT, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS 77590 FOR PLACEMENT INTO EMPLOYEES MEDICAL FILE. PLACE FORM A ON FIT FOR DUTY FORM ON THE OUTSIDE OF SEALED

ENVELOP.

ONLY THE CATEGORIES CHECKED ARE AUTHORIZED AND SUBJECT TO PAYMENT:

Individualized Health Risk Appraisal

Written feedback to uniformed personnel concerning health risks and health status is required following the annual examination. Reporting findings and risks and suggesting plans for modifying risks improves the physician-patient relationship and helps uniformed personnel claim ownership of their health status. Individualized health risk appraisals also must include questions that attempt to accurately measure the uniformed personnel's perception of their health. Health perception can be a useful indicator of potential problems.

Medical History Questionnaire

An initial pre-employment history questionnaire must be completed to provide baseline information with which to compare future medical concerns. A periodic medical history questionnaire must be completed to provide follow-up information. Periodic questionnaires focus on changes in health status.

Hands-on Physical Examination

Vital Signs Head, Eyes, Ears, Nose, and

Throat Neck Cardiovascular

Inspection, auscultation, percussion and palpation

Pulmonary

Inspection, auscultation, percussion and palpation **Gastrointestinal**

Inspection, auscultation, percussion and palpation

Genitourinary

Hernia exam (Also, see cancer screening).

Rectal – MANDATORY FOR BOTH SEXES

(See cancer screening).

Lymph Nodes



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Appendix D

The examination of organ systems must be supplemented with an evaluation of lymph nodes in the cervical, axillary, and inguinal regions.

Neurological

The neurologic exam for uniformed personnel must include a general mental status evaluation and general assessment of the major cranial/peripheral nerves (motor, sensory, reflexes).

Musculoskeletal

Includes an overall assessment of range of motion (ROM) of all joints. Additionally, observation of the personnel performing certain standard office exercises or functions is helpful in assessing joint mobility and function.

Blood Analysis

The following are components of the blood analysis. At a minimum, laboratory services must provide these components in their automated chemistry panel (aka SMAC 20) and complete blood count (CBC) protocols:

Prostate Specific Antigen

White Blood Cell Count

Differential

Red Blood Cell Count (Hematocrit)

Platelet Count

Liver Function Tests

Includes SCOT/AST, SGPT/ALT, LDH, Alkaline Phosphatase, and Bilirubin

Triglycerides

Glucose

Blood Urea Nitrogen Creatinine

Sodium

Potassium

Carbon Dioxide

Total Protein

Albumin

Calcium

Cholesterol

Includes Total Cholesterol. Low Density Lipoprotein (LDL-C) level, High Density Lipoprotein (HDL-C) level, and Total Cholesterol/HDL Ratio

Urinalysis

Dip Stick (included)

Includes pH, Glucose, Ketones, Protein, Blood, and Bilirubin

Microscopic

Includes WBC, RBC, WBC Casts, R C Casts, and Crystals

Vision Tests

Assessment of vision must include evaluation of distance, near, peripheral, and color vision. Evaluate for common visual disorders including cataracts, macular degeneration, glaucoma, and diabetic retinopathy.

Hearing (Audiogram)

Pulmonary (Spirogram)



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Chest X-Ray

- Initial Baseline
- Repeat Chest X-Ray (Every three years - optional)
- Repeat Chest X-Ray (Every five years - mandatory)

EKG (Resting)

Cancer Screening Elements

- MALE:**
- Annual PSA required on all male uniformed personnel.
 - Digital Rectal Exam (included)

- Skin Exam (included)
- Testicular Exam (included)

-
- FEMALE:**
- Clinical Breast Examination, (included)
 - Pap Smear

Mammogram REQUIRES PRE-APPROVAL IF DIRECTED BY THE PHYSICIAN.
Annual beginning at age 40

Immunizations and Infectious Disease Screening

- Tuberculosis Screen (Mandatory annual PPI 1)**
- Hepatitis B Virus Screen** **Hepatitis B Virus**
- Vaccine (Mandatory)**
- HIV Screening (Required to be offered)**
- HIV testing should be offered on a confidential basis as part of post-exposure protocols and as requested by the physician and patient.

PRE-APPROVAL REQUIRED FOR THE FOLLOWING:

-
- Hepatitis C Virus Screen (Baseline)** **Tetanus/Diphtheria**
 - Vaccine (Booster every 10 years)**
 - Measles, Mumps, Rubella Vaccine (MMR)**
 - Polio Vaccine**

Vaccine shall be given to uniformed personnel if vaccination or disease is not documented.

- Varicella Vaccine (Required to be offered)**
- Influenza Vaccine (Required to be offered)**
- Tetanus/Diphtheria Vaccine (Booster every 10 years)**

Annual Fitness Evaluation

- Aerobic Capacity**
- Maximal cardiopulmonary test with EKG

I, _____, hereby give my permission and direct Beeler Manske Clinic and/or Personal Physician to release all medical records, test results, and other related documents to my employer in a sealed envelope as specifically directed on Page 1 of Form B

Signature

Date

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Appendix E

**FORM C
TEXAS CITY FIRE DEPARTMENT
MEDICAL EXAMINATION**

1. NAME:				2. SEX:		3. DATE OF EXAMINATION		
4. DIVISION:		5. SSN#:		6. OCCUPATION:		7. DATE OF LAST EXAMINATION		
8. REASON FOR PRESENT EXAMINATION <input type="checkbox"/> PRE-PLACEMENT <input type="checkbox"/> D.O.T. <input type="checkbox"/> IN-SERVICE <input checked="" type="checkbox"/> FITNESS FOR DUTY <input type="checkbox"/> OTHER								
9. TEMP	10. PULSE	11. BLOOD PRESSURE		12. HEIGHT	13. WEIGHT	14. TITMUS SNELLING		
15. VISION UNCORRECTED				CORRECTED		16. COLOR VISION (use code)*		
Distant	RE 20/	Both	LE 20/	RE/20	Both			LE/20
Near	RE 20/	Both	LE 20/	RE/20	Both			LE/20
17. PERIPHERAL								

CLINICAL EVALUATION

Areas Examined *Use CodeRemarks (Describe all "Code 1s in Detail)

18	Head and Neck		
19	Thyroid		
	Lymph Nodes		
20	Eyes		
	Fundi		
21	Ears		
22	Nose and Sinuses		
23	Mouth and Throat		
24	Teeth		
25	Chest and Lungs		
	Breast		

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41. Flex	42. Step Test	43. Body Fat	44. PFT	45. Audio
46. Chest X-Ray (use 0, 1, or X)		47. EKG (use 0, 1, or X) specify test used		48. Hemocult
49. Back Evaluation		50. Tetanus	51. PPD	52. Stress Test
53. Other X-Ray or Laboratory Findings:				
		Within Normal Limits	Abnormal, Able to perform Job Tasks	Abnormal, Unable to Perform Job Tasks
Comments				
TB Skin Test				
HIV Screening				
Hepatitis A (if applicable)				
Hepatitis B				
Hepatitis C				
Cancer Screening Results				
Breast Exam				
PAP				

53. Other X-Ray or Laboratory Findings continued:				
		Within Normal Limits	Abnormal, Able to perform Job Tasks	Abnormal, Unable to Perform Job Tasks
Comments				
Cancer Screening Results continued:				
POB				
Skin				
DRE				
Testicular				
PSA				



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Heavy Metals									
54. Physician's summary, remarks, and diagnoses, including recommendations made to patient (include code numbers for diagnoses and conditions found)									
55. Restrictions (if applicable)									

I certify that I have examined _____ on _____ and find that he/she is _____ fit or _____ not fit to continue his/her duties as a Texas City Fire Department Fire Fighter.

Examining Physicians Signature

Phone Number

Date

FAX Number



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Appendix F MEDICAL HISTORY QUESTIONNAIRE (To be Attached to Form B)

Since your last visit, please signify and changes:

Health History	Yes	No	If "Yes", Give Details.
Ringing in ears?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other ear problems?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Glaucoma or cataracts?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Red eyes?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Eye injury/vision loss?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other eye problems (e.g., strain from VDT use)?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Glasses/contacts?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Date of last vision screen?	<input type="checkbox"/>	<input type="checkbox"/>	_____

Head/Neck – Have You Ever Had or Do You Currently Have:

Date of last dental exam:	<input type="checkbox"/>	<input type="checkbox"/>	_____
Recent problems with teeth/dentures?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Frequent mouth ulcers/infections?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sinus or hay fever?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Frequent sore throats?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Frequent nose bleeds?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Trouble with thyroid (e.g., taking Thyroid medication)?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Problem requiring radiation	<input type="checkbox"/>	<input type="checkbox"/>	_____
Treatment to the neck area?	<input type="checkbox"/>	<input type="checkbox"/>	_____

Lungs – Have You Ever Had or Do You Currently Have:

Asthma or wheezing?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Coughed up any blood?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Shortness of breath without apparent reason?	<input type="checkbox"/>	<input type="checkbox"/>	_____
TB or positive skin test for TB?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Pneumonia or pleurisy?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Do you cough every day, especially in the morning?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Pain or tightness in chest?	<input type="checkbox"/>	<input type="checkbox"/>	_____
More than three episodes of			_____



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bronchitis in one year? _____
Ever smoked tobacco in any form? Long: Yrs. / Packs per day: When
quit: _____
Had a chest x-ray? Last time: _____



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Appendix F MEDICAL HISTORY QUESTIONNAIRE (To be Attached to Form B)

Since your last visit, please signify and changes:

Health History	Yes	No	If "Yes", Give Details.
----------------	-----	----	-------------------------

Heart – Have you Ever Had or Do You Currently Have:

Rheumatic fever or heart murmur?	<input type="checkbox"/>	<input type="checkbox"/>	
Heart disease?	<input type="checkbox"/>	<input type="checkbox"/>	
Treated for heart condition?	<input type="checkbox"/>	<input type="checkbox"/>	
Unusually cold or blush-colored hands/feet?	<input type="checkbox"/>	<input type="checkbox"/>	
High blood pressure. If "Yes", how is it treated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Medicine <input type="checkbox"/> Diet <input type="checkbox"/> Exercise
Do you have a history of elevated cholesterol?	<input type="checkbox"/>	<input type="checkbox"/>	
Anemia or any blood disease?	<input type="checkbox"/>	<input type="checkbox"/>	
Phlebitis, varicose veins, or blood clots/ poor circulation?	<input type="checkbox"/>	<input type="checkbox"/>	
Chest pain with activity?	<input type="checkbox"/>	<input type="checkbox"/>	

GI – Have You Ever Had or Do You Currently Have:

Ulcers?	<input type="checkbox"/>	<input type="checkbox"/>	
Hiatal hernia?	<input type="checkbox"/>	<input type="checkbox"/>	
Indigestion, pain, or unusual burning in stomach?	<input type="checkbox"/>	<input type="checkbox"/>	
Vomiting of blood?	<input type="checkbox"/>	<input type="checkbox"/>	
Bloody/tarry bowel movements?	<input type="checkbox"/>	<input type="checkbox"/>	
Colitis or nervous stomach?	<input type="checkbox"/>	<input type="checkbox"/>	
Yellow jaundice or hepatitis?	<input type="checkbox"/>	<input type="checkbox"/>	
Problem with your pancreas?	<input type="checkbox"/>	<input type="checkbox"/>	
Gallbladder disease?	<input type="checkbox"/>	<input type="checkbox"/>	

Kidneys – Have You Ever Had or Do You Currently Have:

Bladder or kidney infections?	<input type="checkbox"/>	<input type="checkbox"/>	
Kidney stones?	<input type="checkbox"/>	<input type="checkbox"/>	
Burning or discomfort on urination, or Frequent urination?	<input type="checkbox"/>	<input type="checkbox"/>	
Hernia?	<input type="checkbox"/>	<input type="checkbox"/>	
Blood in urine?	<input type="checkbox"/>	<input type="checkbox"/>	

Miscellaneous – Have You Ever Had or Do you Current Have:

Diabetes or sugar in your blood or urine?	<input type="checkbox"/>	<input type="checkbox"/>	
Cancer of any kind?	<input type="checkbox"/>	<input type="checkbox"/>	

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Appendix F MEDICAL HISTORY QUESTIONNAIRE (To be Attached to Form B)

Since your last visit, please signify and changes:

Health History	Yes	No	If "Yes", Give Details.
-----------------------	------------	-----------	--------------------------------

Muscle-Skeletal – Have you Ever Had or Do You Currently Have:

Arthritis, rheumatism, neck, back, or spine			
Injury or disease?	<input type="checkbox"/>	<input type="checkbox"/>	
Been treated for a back problem?	<input type="checkbox"/>	<input type="checkbox"/>	
Recurrent stiffness or back pain?	<input type="checkbox"/>	<input type="checkbox"/>	
Bursitis, tendonitis?	<input type="checkbox"/>	<input type="checkbox"/>	
Recurrent pulled muscles or sprains?	<input type="checkbox"/>	<input type="checkbox"/>	
Hand or wrist injury or problem?	<input type="checkbox"/>	<input type="checkbox"/>	
Hip or knee injury or problem?	<input type="checkbox"/>	<input type="checkbox"/>	
Ankle or foot injury or problem?	<input type="checkbox"/>	<input type="checkbox"/>	
Frostbite?	<input type="checkbox"/>	<input type="checkbox"/>	
Job requiring heavy lifting or standing or sitting for long periods of time?	<input type="checkbox"/>	<input type="checkbox"/>	
Any broken bones?	<input type="checkbox"/>	<input type="checkbox"/>	

For Females Only – Have You Ever Had or Do You Currently Have:

Menstrual irregularities?	<input type="checkbox"/>	<input type="checkbox"/>	
Recurrent problems of the female organs?	<input type="checkbox"/>	<input type="checkbox"/>	
Brest masses or lumps?	<input type="checkbox"/>	<input type="checkbox"/>	
Do you practice monthly breast self-exam?	<input type="checkbox"/>	<input type="checkbox"/>	
Have you ever had a mammogram?	<input type="checkbox"/>	<input type="checkbox"/>	
Date of last pap smear:	<input type="checkbox"/>	<input type="checkbox"/>	

For Males Only – Have You Ever Had or Do You Currently Have:

Prostate or testicular problems?	<input type="checkbox"/>	<input type="checkbox"/>	
Breast tenderness, swelling, or lumps?	<input type="checkbox"/>	<input type="checkbox"/>	
Do you practice monthly testicular self-exam?	<input type="checkbox"/>	<input type="checkbox"/>	

General Lifestyle I. Check the answer that best describes you.

General health	<input type="checkbox"/> Poor	<input type="checkbox"/> Fair	<input type="checkbox"/> Good	<input type="checkbox"/> Excellent
% Seatbelt use	<input type="checkbox"/> 0-24%	<input type="checkbox"/> 25-49%	<input type="checkbox"/> 50-74%	<input type="checkbox"/> 75-100%
Daily stress	<input type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High	
Average hours sleep	<input type="checkbox"/> 6 hours or less	<input type="checkbox"/> 7-8 hours	<input type="checkbox"/> 8 hours or more	
Average meals daily	<input type="checkbox"/> 1 mea l	<input type="checkbox"/> 2 meals	<input type="checkbox"/> 3 meals or more	
Number of eggs per week	<input type="checkbox"/> 0-1	<input type="checkbox"/> 2	<input type="checkbox"/> 3 or more	
Average number red meat per wk	<input type="checkbox"/> 0-1	<input type="checkbox"/> 2-3	<input type="checkbox"/> 3 or more	



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Appendix F

General Lifestyle I. Continued

Average number of alcoholic Beverages/beers per week 0-5 6-14 15 or more

Yes No If "Yes", Give Details.

Do you exercise three times per week:
30 – 40 minutes each time? _____
Identify types of exercise. _____

Are you more than 30% above your ideal weight? _____
Have you received a tetanus booster in the
Last 10 years? _____
Have you been immunized against hepatitis B? Year immunized: _____
Do you take any prescription medication? _____
Do you take nonprescription medication (or
over-the-counter drug) on a regular basis? _____

General Lifestyle II.

Do you participate in a workplace wellness/
help promotional program? _____

Which of the following would you like to see
offered and would you participate in?

Cholesterol screen _____
Blood pressure screen _____
Weight loss _____
Nutrition program _____
Stress management _____
Smoking cessation _____
CPR _____
Blood drive _____
Health risk appraisal _____
Self-directed exercise _____
Health education program _____



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Women's health _____

Work History I. Have you ever:

Yes No If "Yes", Give Details.

Been restricted in your work or given "light duty" because of your health or injury? _____

Left a job because of health problems? _____

Been injured on the job and treated by a doctor? _____

Received compensation for an industrial injury or illness? _____

Are you receiving any health care treatment (e.g. physical therapy, chiropractic, Acupuncture, medical, etc.)? _____

Been hospitalized in the last five years? _____

Have you had any illness or injury that we have not asked you about? _____

Work History II.

Do you have hobbies, such as furniture refinishing, painting, hunting, shooting, or model building? _____

Do you moonlight or have a second job? _____

Work History III. Exposures – Have You Ever Worked Around the Following:

Chemical plant? _____

Coke oven? _____

Construction? _____

Cotton, flax, or hemp mill? _____

Electronics plant? _____

Farm? _____

Foundry? _____



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Appendix F

Hazardous waste industry?	<input type="checkbox"/>	<input type="checkbox"/>	
Hospital?	<input type="checkbox"/>	<input type="checkbox"/>	

Work History III. Continued

Yes	No	If "Yes", Give Details.	
Lumber mill?	<input type="checkbox"/>	<input type="checkbox"/>	
Metal productions?	<input type="checkbox"/>	<input type="checkbox"/>	
Mine?	<input type="checkbox"/>	<input type="checkbox"/>	
Nuclear industry?	<input type="checkbox"/>	<input type="checkbox"/>	
Paper mill?	<input type="checkbox"/>	<input type="checkbox"/>	
Pharmaceutical?	<input type="checkbox"/>	<input type="checkbox"/>	
Plastic production?	<input type="checkbox"/>	<input type="checkbox"/>	
Pottery mill?	<input type="checkbox"/>	<input type="checkbox"/>	
Refinery?	<input type="checkbox"/>	<input type="checkbox"/>	
Rubber processing plant?	<input type="checkbox"/>	<input type="checkbox"/>	
Sand pit or quarry?	<input type="checkbox"/>	<input type="checkbox"/>	
Service station?	<input type="checkbox"/>	<input type="checkbox"/>	
Shipyards?	<input type="checkbox"/>	<input type="checkbox"/>	
Smelter?	<input type="checkbox"/>	<input type="checkbox"/>	

Have You Ever Worked With or Been Exposed To:

Aldrin?	<input type="checkbox"/>	<input type="checkbox"/>	
Arsenic?	<input type="checkbox"/>	<input type="checkbox"/>	
Asbestos?	<input type="checkbox"/>	<input type="checkbox"/>	
Benzene?	<input type="checkbox"/>	<input type="checkbox"/>	
Benzidine?	<input type="checkbox"/>	<input type="checkbox"/>	



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Appendix F

- Beryllium? _____
- BIS chlormethyl ether? _____
- Cadmium? _____
- Carbon disulfide? _____

Have You Ever Worked With or Been Exposed To: Contined

Yes No If "Yes", Give Details.

- Carbon tetrachloride? _____
- Chlorine? _____
- Chlorodane? _____
- Chloroform? _____
- Chloroprene? _____
- Chromates? _____
- Chromic acid mist? _____
- Cutting oils? _____
- DDT? _____
- Dieldrin? _____
- Dioxin? _____
- Dust, coal? _____
- Dust, sandblasting? _____
- Dust, other? _____
- Ethyl dibromide? _____
- Ethylene oxide? _____
- Extreme heat or cold? _____
- Heptachlor? _____



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- | | | | |
|---------------------------|--------------------------|--------------------------|--|
| Hexachlorobenzene? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Isocyanates (TDI, MDI)? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Loud or continuous noise? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Mercury? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Methylene chloride? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Microwaves, lasers? | <input type="checkbox"/> | <input type="checkbox"/> | |

Have You Ever Worked With or Been Exposed To: Continued

Yes No If "Yes", Give Details.

- | | | | |
|-------------------------|--------------------------|--------------------------|--|
| Nickel? | <input type="checkbox"/> | <input type="checkbox"/> | |
| PCBs? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Pesticides, herbicides? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Phenois? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Phosgene? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Plastics? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Radioactive materials? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Roofing materials? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Rubber? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Silica? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Solvent/degreasers? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Soots and tars? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Spray painting? | <input type="checkbox"/> | <input type="checkbox"/> | |
| TRI/PER chloroethylene? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Vinyl chloride? | <input type="checkbox"/> | <input type="checkbox"/> | |

List any toxins/chemicals/biological hazards you might currently be exposed to: _____



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Appendix F

Work History IV. Job – Start with the Most Recent:

<u>Date (Year to Year)</u>	<u>Company</u>	<u>Position</u>	<u>Any Work Hazards</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I certify that the above information is true and complete to the best of my knowledge. I hereby give _____ permission to release work-related information to the proper authorities of my employer or the company for which I am a job applicant.

Date: _____ Signature: _____

Examiner: _____



TEXAS CITY FIRE DEPARTMENT
STANDARD OPERATING GUIDELINES

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Appendix G

Memorandum – Fire Department

Date:

To: **Physician**

From: **Fire Administration**

RE: Annual Fitness Evaluation Test

Dear Physician,

Attached is the following:

- 4) **Form A:** Fit for Duty Certification, short form [to be placed on the outside of sealed envelope and 1 extra copy enclosed in envelope provided];
- 5) **Form B:** Authorization to Treat and Release Medical Records and Results [which includes Medical History Questionnaire]; and
- 6) **Form C:** Medical Examination form [to be completed by physician] and extra copy mailed to firefighter (envelope provided).

If you have any questions or concerns, please contact _____, Director, Human Resources Department, phone number 409-643-5930; fax no. 409-643-5952, e-mail: _____@texas-city-tx.org.

Thank you for your assistance and cooperation in this matter.

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5719

Appendix H CITY OF TEXAS CITY, TEXAS

TEXAS CITY FIRE DEPARTMENT * OFFICE: (409) 643-5700 * FAX: (409) 643-

AUTHORIZATION TO RELEASE VO2 MAX NUMBERS TO OCCMED CLINIC

Employee's Name _____

Date of Birth: _____ SSN: _____

_____ I **authorize** Beeler Manske Clinic and/or Personal Physician to release, in a sealed envelope, the VO2 Max results from my annual stress test to OCCMED Solutions Clinic located at 6801 Emmett F. Lowry Expressway, Texas City, TX 77591 for use in my Annual Fitness Evaluation and Assessment.

Signature of Employee

Date



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*¹²Appendix I
Request for Fitness Evaluation*

Employee's Name: _____

_____ I request a Fitness Evaluation and Assessment at **OCCMed Clinic** after my Annual Medical Examination and upon receipt of notification of "Fit for Duty" from Beeler Manske Clinic and/or Personal Physician.

_____ I DO NOT request a Fitness Evaluation and Assessment at **OCCMed Clinic** after my Annual Medical Examination and upon receipt of notification of "Fit for Duty" from Beeler Manske Clinic and/or Personal Physician.

Signature of Employee

Date

FORM MUST BE RETURNED TO FIRE ADMINISTRATION ON OR BEFORE DATE OF MEDICAL PHYSICAL AT BEELER MANSKE. FAILURE TO RETURN FORM TO FIRE ADMINISTRATION WILL BE CONSIDERED AS A "DO NOT REQUEST"

Date of Medical Exam _____



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Appendix I

Mainland Medical Center

PHYSICAL

THERAPY

6801 Emmett F. Lowry Expressway
Texas City, Texas 77591

PHONE:(409) 938-5790
Fax: (409) 938-5794

TEXAS CITY FIRE DEPARTMENT
ANNUAL FITNESS ASSESSMENT

Name: _____ Age _____ Date: _____

Pre-evaluation procedure:

Current medical status is reviewed and confirmed and the individual has been cleared within 12(+3) months by MD. History includes _____

RESTING HEART RATE _____ bpm (cannot exceed 110) TARGET EXERCISE HR 220 - ____ x .85 = _____

BLOOD PRESSURE _____ mmHg (cannot exceed 160/100) WAIST TO HIP RATIO _____

HEIGHT _____ INCHES / WEIGHT _____ POUNDS / BMI _____ /BODY COMPOSITION _____ % FAT

Since your last medical evaluation have you experienced any of the following: Y=yes, N=no

- Chest Pain during or absence of physical activity
- Loss of consciousness
- Loss of balance due to dizziness (ataxia)
- Recent injury resulting in bone, joint, or muscle problem
- Current prescribed drug that inhibits physical activity
- Chronic infectious disease (e.g., hepatitis)
- Pregnancy
- Any recent disorders that can be exacerbated by exercise
- Any other reason why you believe that you should not be physically evaluated

Instructions to individual being tested:

In order, you will undergo tests to determine your current level of muscular strength, muscle endurance, flexibility and aerobic capacity. As a benefit to you, a copy of your test will be sent to your home address along with a personal wellness plan to assist you with maintaining or improving your level of fitness.

We are interested in keeping you safe during testing and your heart rate will be monitored during your testing today. You are encouraged to ask questions about your test or for clarification.

If at any time during any test you experience chest pain, light-headedness, ataxia (dizziness), confusion, nausea, pain, or clamminess you are to stop testing and inform the evaluator.

I, _____ *have reviewed the safety rule above regarding my responsibility to report any adverse reactions to the evaluator, and my signature is my agreement to do so.*

Print Name

Signature



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Appendix I

Flexibility

Sit-and-Reach

Novel Acuflex I

Trial 1 _____ rounded to nearest ¼ inch

Rest 30 sec

Trial 2 _____

Rest 30 sec

Trial 3 _____

Aerobic Capacity Assessment

This **Single Stage treadmill** is the preferred test for aerobic capacity assessment. Any “YES” response to the following heart disease questions requires consultation with, and further clearance by the prescribing physician before further testing should continue!

Heart Disease Questions

	YES	NO
Have you ever had a heart attack?	___	___
Have you ever had heart surgery?	___	___
Have you had an abnormal electrocardiogram?	___	___
Do you have heart disease?	___	___
Have you been told by a physician you have had angina?	___	___
Have you been told by a physician you have had palpitations?	___	___
Have you had a stroke?	___	___
Is your blood pressure (BP) 180/104 or higher?	___	___
Are you pregnant?	___	___

Physician Contacted: _____ Clearance granted YES NO Plan: _____

Sex: Male / Female Age: _____ Resting HR: _____ Resting BP _____ / _____

Maximum Predicted Heart Rate = 220 – age _____ = _____

Maximum Predicted Heart Rate _____ x .85 = _____ Maximum Target Heart Rate

Maximum Predicted Heart Rate _____ x .50 = _____

Maximum Predicted Heart Rate _____ x .70 = _____ = Target HR for Stage 1

Single Stage Treadmill Protocol

Each stage is to last for 4 minutes. HR and BP will be recorded during the final minute of each stage. Begin warm-up at a comfortable pace for 1 to 2 minutes. Increase speed to between 2.0 and 4.5 mph depending on the condition of the patient; note speed and take HR and BP in the final minute. Increasing incline to 5% maintaining speed at end of stage 1. Stage 2 begins when the 5% grade is reached. Return to 0% grade for stage 3 at a comfortable speed.

Stage 1 (4 minutes) Warm –up speed _____ % grade 0

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HR _____

Stage 2 (4 minutes) Exercise speed _____ % grade 5

HR _____

Stage 3 (4 minutes) Recovery speed _____ % grade 0

HR _____

Use the following prediction equation to obtain max VO₂. All values inserted are from stage 2.

$$\begin{aligned}
 &15.1 + (21.8 \times \text{speed } \underline{\hspace{1cm}}) &&= \\
 &\underline{\hspace{1cm}} &&\text{minus} \\
 &(.327 \times \text{HR } \underline{\hspace{1cm}}) &&= \\
 &\underline{\hspace{1cm}} &&\text{minus} \\
 &(.263 \times \text{speed } \underline{\hspace{1cm}} \times \text{age } \underline{\hspace{1cm}}) &&= \\
 &\underline{\hspace{1cm}} &&\text{plus} \\
 &(.00504 \times \text{HR } \underline{\hspace{1cm}} \times \text{age } \underline{\hspace{1cm}}) &&= \\
 &\underline{\hspace{1cm}} &&\text{plus} \\
 &(5.98 \times \text{gender } \underline{\hspace{1cm}}) \text{ 0=female, 1=male} &&= \\
 &\underline{\hspace{1cm}} &&\text{equals} \\
 &\text{Predicted Max VO}_2 &&= \\
 &\underline{\hspace{1cm}} &&\text{ml/kg/min}
 \end{aligned}$$

Reason for stopping: _____ Predicted Max VO₂ _____ / 3.5 = _____ Predicted Max MET Level x .40 = _____ = Functional Aerobic Capacity / Safe MET level.

Classification of Aerobic capacity: _____ Poor _____ Fair _____ Average _____ Good _____ Excellent

Sex	Age	Poor	Fair	Average	Good	Approximate Energy Required	
Male	20-29	< 25	25-33	34-42	43-52	PDL	(METS)
53+						Sedentary	1.0-1.5
	30-39	< 23	23-30	31-38	39-48	Sed-Light	1.5-2.0
49+						Light	2.0-3.0
	40-49	< 20	20-26	27-35	36-44	Lt-Medium	3.0-3.5
45+							
	50-59	< 18	18-24	25-33	34-42		
43+							
	60-69	< 16	16-22	23-30	31-40		
41+							



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Appendix I

STRENGTHENING

MUSCLE ENDURANCE

Other:



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Appendix J
Texas City Fire Department
Annual Medical Examination
Personal Physician Option GENERAL RELEASE

I, _____, (hereafter referred to as the "First Party"), voluntarily elect to use my licensed personal physician, _____, for the purpose of obtaining the required annual medical examination, and in consideration of the maximum sum of _____ Dollars, to be received from or on behalf of The City of Texas City and the Texas City Fire Department, (hereafter referred to as the "Second Party"), the promise of reimbursement upon satisfactory evidence, as determined by the Second Party, of completion of the annual medical examination and receipt of payment made by the First Party which is hereby acknowledged. The First Party accepts personal financial responsibility for any and all charges or costs associated with obtaining the annual medical examination by use of his or her personal physician which exceeds or exceeded the maximum sum listed above. Furthermore, the First Party acknowledges that use of their personal insurance benefits provided by the City may not be used to pay for any part of the required annual medical examination.

Therefore, the First Party do(es) hereby remise, release, acquit, satisfy, and forever discharge the said Second Party, of and from all manner of action(s), cause(s) of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said First Party ever had, now has, or which any personal representative, successor, heir or assign of said First Party, hereafter can, shall or may have, against said Second Party, by reason of any matter, cause or thing whatsoever, from the beginning of time to the date of this instrument.

Party's further acknowledge that this Agreement is governed by the laws of the State of Texas, and venue for any legal proceeding relating to this Agreement shall lie in Galveston County, Texas.

Signature

Print

Signed, sealed and delivered in the presence of:

Witness Signature

Print

State of Texas
County of Galveston

The foregoing instrument was acknowledged by me this ___ day of _____, 20__ by _____ who is/are personally known by me or who has/have produced: _____ as identification and who did not take an oath.

(Seal)

Notary Public
State of _____
My Commission Expires: _____



676 FM 517 Rd. West. Dickinson, TX



Texas City Fire Department
1725 25th St. N.
Texas City, TX 77592
409-643-5700

WELLNOWHEALTH@WELLNOWHEALTH.NET

409.572.2535

Price Proposal for Occupational Medical Services Submitted by Samra Hamilton

Medical Services:

NFPA 1582- Firefighter Physical / Medical Exam - \$345.00

*Price does not include Stress Test on treadmill w/ EKG,
Carotid Ultrasound, or OneTest Cancer Screening

- Physical Examination & Medical History Review
- Urinalysis
- Audiogram
- Vision Test
- Spirometry & Reading (PFT)
- Chest Radiographs (2 view)

Blood Tests

- Routine Venipuncture
- C-Reactive Protein
- HbA-1c
- CBC
- CMP
- Lipid Panel (total cholesterol, HDL, LDL & triglycerides)
- Tuberculosis Screen





676 FM 517 Rd. West. Dickinson, TX

WELLNOWHEALTH@WELLNOWHEALTH.NET

409.572.2535



Texas City Fire Department
1725 25th St. N.
Texas City, TX 77592
409-643-5700

Price Proposal for Occupational Medical Services
Submitted by Samra Hamilton

Medical Services:

Treadmill Stress Test w/ EKG - \$180.00

*testing will be done offsite- Cardiovascular Specialists of Texas
6807 Emmett F. Lowry Expy. #108

OneTest Cancer Screening - \$260.00

Carotid Ultrasound - \$250.00

*testing will be done offsite - Cardiovascular Specialists of Texas
6807 Emmett F. Lowry Expy. #108

Varicella Vaccine -\$205.00

Total cost per employee for annual physical \$1,035.00

this price includes:

NFPA 1582 Physical

Treadmill Stress Test w/EKG

Carotid Ultrasound

OneTest Cancer Screening

with Varicella included - \$1,240.00



RESOLUTION 2026-023

A RESOLUTION AUTHORIZING THE MAYOR TO NAME WELL NOW AS THE OFFICIAL FACILITY FOR CONDUCTING THE FIRE DEPARTMENT PHYSICALS IN ACCORDANCE WITH TEXAS PROFESSIONAL SERVICES REQUIREMENTS AND AUTHORIZING ANNUAL EXPENSES ESTIMATED AT NINETY-TWO THOUSAND, THREE HUNDRED, NINETY-EIGHT DOLLARS FROM THE FIRE DEPARTMENT ANNUAL OPERATING BUDGET; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Fire Department desires to name Well Now as the official facility for conducting the fire department physicals, and

WHEREAS, Well Now has the medical staff to complete the required NFPA physical, Cardiac stress tests, a protein-synthesis blood draw for early detection of seven major cancers seen in the fire service, and a coronary ultrasound that is an early indicator of stroke, and

WHEREAS, the Fire Department regularly engages in emergency hazardous materials response, and

WHEREAS, the Occupational Safety and Health Administration requires medical surveillance and annual medical physicals of employees engaged in hazardous materials emergency response, and

WHEREAS, funding for this authorization is provided in the Fire Department Annual Operating Budget for purposes of new hire and employee annual medical physicals.

NOW, THEREFORE, BEIT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION I: That the City Commission of the City of Texas City hereby authorizes the Mayor to name Well Now as the official facility for conducting the fire department physicals, in substantially the same form attached hereto as Exhibit "A" and made part thereof, and

SECTION II: That the Fire Chief is authorized to incur annual expenses estimated at ninety-two thousand, three hundred, ninety-eight dollars from the fire department's annual operating budget for medical physicals of new hires and incumbent employees.

PASSED AND ADOPTED this 18th day of February 2026.

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) (g)

Meeting Date: 02/18/2026

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Consider and take action on Resolution No. 2026-024, approving the annual Galveston County Mosquito Control Program to service Texas City, Texas. (City Secretary)

BACKGROUND (Brief Summary)

The Federal Aviation Administration requires the Galveston County Mosquito Control District to make a yearly request to authorize the Mosquito Control Program to service Texas City. Galveston County funds this program. There is no fiscal impact for the approval of this item.

RECOMMENDATION

Fiscal Impact

Funds Available Y/N: N/A

Amount Requested:

Source of Funds:

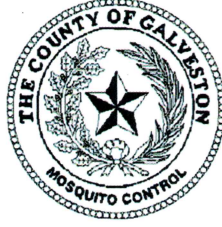
Account #:

Fiscal Impact:

Attachments

attachment

Resolution



GALVESTON COUNTY MOSQUITO CONTROL DISTRICT

5115 HWY 3
DICKINSON, TEXAS 77539

ASHLEY WILSON
DIRECTOR
1-800-842-5622

February 4, 2026

Rhomari Leigh, City Secretary
City of Texas City
1801 9th Ave North
Texas City, TX 77590

Dear Ms. Leigh:

As providers of the County funded Mosquito Control Program, we are requesting your approval of the enclosed resolution authorizing the aerial spraying for mosquitos. The Federal Aviation Administration requires us to make a request on a yearly basis. This request does not imply any change in our operations.

It would be greatly appreciated if a copy of the approved and signed resolution be returned to my office. This resolution may be mailed to 5115 HWY 3, Dickinson, TX 77539, or emailed to haley.billiot@galvestoncountytexas.gov

If you have any questions or concerns, please do not hesitate to contact my offices at (281) 337-4289.

Sincerely,

A handwritten signature in black ink, appearing to read "Haley Billiot", is written over a horizontal line. The signature is fluid and cursive.

Haley Billiot, Administrative Assistant
Galveston County Mosquito Control

Enclosure

RESOLUTION NO. 2026-024

A RESOLUTION APPROVING THE AERIAL SPRAYING OVER THE TERRITORY OF THE CITY OF TEXAS CITY, TEXAS, FOR THE ABATEMENT OF MOSQUITOES BY THE GALVESTON COUNTY MOSQUITO CONTROL DISTRICT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Galveston County Mosquito Control District is responsible for the operation of the county-wide Mosquito Control Program; and

WHEREAS, the Federal Aviation Administration has indicated that governmental approval is necessary to provide aerial spraying services over the territories of general-purpose governments.

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

SECTION 1: That the City Commission hereby approves the aerial spraying over its territory for the abatement of mosquitoes, provided such spraying is conducted within the regulations and constraints of the Federal Aviation Administration, The Environmental Protection Agency, and other authoritative federal and state agencies.

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

PASSED AND ADOPTED this 18th day of February 2026.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 02/18/2026

Yamaha Golf Cart Replacement

Submitted For: Nicole Best, Recreation and Tourism

Submitted By: Nicole Best, Recreation and Tourism

Department: Recreation and Tourism

Information

ACTION REQUEST

Request Approval for the purchase of (77) 2026 Yamaha Drive EFI golf carts for the Bayou Golf Course. This acquisition will replace the existing 2022 Yamaha golf cart fleet.

BACKGROUND (Brief Summary)

Bayou Golf Course seeks approval to acquire a new fleet of seventy-seven (77) 2026 Yamaha Drive EFI golf carts to maintain a high-quality experience for our customers. Golf carts are a critical component of the golfing experience, providing convenience and comfort for players while enhancing the overall appeal of the course. The golf cart fleet also serves as a significant revenue generator, as carts are rented daily to patrons. Maintaining a reliable and modern fleet ensures continued revenue streams and supports customer satisfaction. The existing 2022 Yamaha fleet will be used as a trade-in towards this new purchase, reducing overall cost. The purchase will be made through BuyBoard Contract No. 706-23 in the amount of \$359,688.00. Funds for this purchase are budgeted in Account No. 201-403-55650.

RECOMMENDATION

The Parks, Recreation & Tourism Department recommends that the City Commission approve this purchase to support Bayou Golf Course's golf cart fleet needs.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: \$359,688.00

Source of Funds: FY26 CIP Budget

Account #: 201-403-55650

Fiscal Impact:

Funds were approved by City Commission in the FY26 Budget for new golf carts.

Attachments

Resolution



YAMAHA

 **Golf Car**

PROPOSAL EXPRESSLY PREPARED FOR



PROUDLY PRESENTED BY

JT Carney
District Sales Manager

DRIVE^{EV}



The Yamaha Story

OUR CARS

The best fleet and utility cars in the industry and the only company with four fleet options:

Drive² PowerTech AC Lithium

Drive² AC Electric (Lithium battery option available)

Drive² EFI, Golf Digest Editors' Choice Award for Best Gas Golf Car

Drive² QuietTech EFI, an Industry First

OUR STATS

3,238+ Courses have switched to Yamaha in the past 13 years

1 Rated in Satisfaction, Customer Support, and Reliability *

97% Brand Loyalty **

94% Customer Retention Rate

OUR AFFORDABLE GPS SOLUTION

Track and control your fleet.

Drive Profits. Reduce Costs.

Work Smarter.

* Golf Car Attitudes and Perceptions Research Study Published by NGF, 2015.

** Golf Car Fleet Study Published by Golf DataTech, LLC., 2015.

YGC funded the research studies conducted by NGF and Golf DataTech, LLC.



Company Profile

Yamaha Golf-Car Company (YGC) is a for-profit subsidiary of Yamaha Motor Corporation, USA. We are an American company with nearly 1,700 American employees between our factory in Newnan, GA and our Southeastern Headquarters in Kennesaw, GA.

For more information, please visit us on the web at:
www.yamahagolfcar.com

Our Team

President: Stephen Donnell
Division Manager of Marketing: Kevin Norcross, PGA
Division Manager of Fleet Sales: Craig Sanford
District Sales Manager: JT Carney
Inside Sales Manager: Jacob Pratt
Factory Service Provider: Action Buggies

Manufacturing Facility

Yamaha Motor Manufacturing Corporation
1000 GA Hwy. 34 East
Newnan, GA 30265

Corporate Headquarters

Yamaha Golf-Car Company
1270 Chastain Rd. NW
Kennesaw, GA 30144

Parent Corporation

Yamaha Motor Corporation U.S.A. (YMUS)
1270 Chastain Rd. NW
Kennesaw, GA 30144

Captive Finance Company

Yamaha Motor Finance Corporation (YMFUS)
6555 Katella Ave.
Cypress, CA 90630





Important Links

Yamaha Golf-Car Company Website:

<https://www.yamahagolfcar.com>

Yamaha Golf-Car Company Social Media Outlets:

Facebook: <https://www.facebook.com/YamahaGolfCarCompany>

Twitter: <https://twitter.com/yamahagolfcars>

YouTube https://www.youtube.com/channel/UC3Znm5q_y-eavvxTM8uprQg

Instagram: <https://instagram.com/yamahagolfcar>

Google + <https://plus.google.com/+Yamahagolfcarcompany>



Listing of our Video Testimonials:

<https://www.yamahagolfcar.com/testimonials/>

2017 Drive2 Launch Video:

<https://www.youtube.com/watch?v=45RaUUgUqnY&t=40s>

2018 UMAX Utility Launch Video:

https://www.youtube.com/watch?v=6M9HE_K5Q0E

2022 Drive2 Lithium Launch Video:

https://www.youtube.com/watch?v=M_Ps6nlxBEg



Our Partners

Official Golf Car:  **NGCOA**

Affiliate Member:  **CLUB
MANAGERS
ASSOCIATION
OF AMERICA**

Silver Sponsor: 

Member:  **INTERNATIONAL
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Proposed Equipment and Accessories

2026 Yamaha Drive² QuietTech EFI (Fleet) Golf Car

Standard Vehicle Equipment

Description

Yamaha-Built 357 cc EFI Gas Engine
QuietTech System, Complete w/ Fully-Independent Rear Suspension
TruTrack II Fully-Independent, Automotive-Style Front Suspension
HybriCore Chassis
Removable Modular Body Panels
Sentry Wraparound Protection System w/ 5 MPH-Rated Bumpers
Rack-and-Pinion Steering and Drum Brakes
Enhanced Automotive-Style Dash
ClimaGuard Top with Dual Rain Gutters



Installed Options

Description

(2) Sand Bottle w/ Handle
Custom Club Logo on Front of Car
Black ClubPro Bag Protector w/ Custom Logo
Information Holder
Polycarbonate Clear, Hinged Windshield
Color-Matched Custom Number Decals (2 per car)
Wheel Covers (4)
USB Charging Ports
Touring Seats



DRIVE²



YAMATRACK

BACK OFFICE

- Sell and upload custom on-screen advertising to increase course revenue.
- Check car amp hours and battery levels instantly to improve fleet rotation and optimize battery life.
- Monitor the pace of play to maximize rounds and enhance the player experience.
- View your course map to see where cars currently are or view their location history.
- Utilize GPS geo-fencing to keep cars out of sensitive areas around the golf course.
- Use the overnight lockdown feature to secure your cars and avoid losses.
- Generate custom reports to help you make informed decisions about your golf operation.
- Send messages directly to cars while they are on the course to ensure timely communication and player safety.



PLAYER APP

If you have a Yamaha fleet, then we've already built your mobile app for you. Activating the app for your course is easy and convenient, and the mobile-based software allows your players to navigate their round no matter where they are on the course or in the game. The YamaTrack Player App assures players that support is just around the corner, so they can spend more energy on their game.

- Customize your course's mobile player app to include your club logo and food & beverage menu.





4-Year Limited Warranty for Drive² Golf Car

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE² Gas or DRIVE² Electric Fleet golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Car Components	Warranty Period	Electric Car Specific Parts	Warranty Period
Frame	Limited Lifetime to Original Owner	Battery - Trojan T875 FLA	4 Years or 23,500 amp hours whichever comes first / without HydroLink Watering System
Transaxle	4 Years		4 Years or 25,000 amp hours whichever comes first / with HydroLink Watering System <i>*See Trojan Warranty Statement for details</i>
Steering / Suspension Components	4 Years	Battery - Trojan T875 AGM	5 Years or 50,000 amp hours whichever comes first
Brakes (Excluding Shoes / Pads)	4 Years		<i>*See Trojan Warranty Statement for details</i>
Sun Top	4 Years	RoyPow® Lithium-Ion Battery	5 Years or 97,000 amp hours whichever comes first <i>*See RoyPow Battery Warranty Statement for details</i>
Electrical Wires, Switches, and Relays	3 Years	Battery Charger and Cord	4 Years
Pedal Assy	3 Years	Electric Motor and Controller	4 Years
Body Parts	3 Years	Charger Receptacle	4 Years
Bumpers / Bag Carrier	3 Years	Throttle Position Sensor	2 Years
Seats	2 Years	Gas Car Specific Parts	Warranty Period
Scorecard Holder	2 Years	Gas Engine	4 Years
Floor Mats	2 Years	Starter Generator	4 Years
Common Accessories	Warranty Period	Exhaust / Intake	4 Years
Genuine Yamaha Fleet Accessories	3 years* <i>*Refer to the Accessory Warranty Statement for details</i>	Clutch (Excluding Drive Belt)	4 Years
		Throttle / Control Cables	3 Years
		Starting Battery	1 Year
		All Remaining Parts	1 Year

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline-powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to:

- Operate and Maintain the golf car, personal transportation vehicle (PTV), or commercial (Utility) vehicle as specified in the appropriate Owner's/Operator's manual, and
- Give notice to an authorized Yamaha Golf car dealer/distributor of all apparent defects within ten (10) days of discovery, and make the car available at that time for inspection and repairs at the dealer's/distributor's place of business, and
- Transport the car to and from an authorized dealer or distributor for warranty service.

EMISSION CONTROL SYSTEM WARRANTY (USA only): Yamaha Golf-Car Company also warrants to the ultimate purchaser of each gas-powered golf car covered by this warranty that the product is designed, built, and equipped so as to conform at the time of sale with all U.S. emission standards applicable at the time of manufacture and that it is free from defects in materials and workmanship which would cause it not to meet these standards within the same time period described in THE PERIOD OF WARRANTY above, or a minimum of two years, whichever is longer. Failures other than those resulting from defects in material or workmanship which arise solely as a result of owner abuse and/or lack of proper maintenance are not covered by this warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are hereby disclaimed by Yamaha Golf-Car Company and excluded from this Warranty.

Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty give you specific legal rights, and you may also have other rights, which vary from state to state.

EFFECTIVE DATE: 09/01/21

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ (Initial)



Service Details

Yamaha Golf-Car Company's factory-supported service is the clear leader in the industry. Factory-supported dealers' and technicians' vehicles are fully equipped with the parts and tools necessary to provide on-site repairs and get your golf car back out on the course in the event that it should become disabled. Our service providers are trained extensively on the mechanical aspects of Yamaha golf cars and are routinely re-trained throughout the course of their tenure. The timely response and attentive manner of our service providers are two key factors in the success and customer satisfaction that we have been able to achieve at Yamaha.

The service provider for Bayou Golf Course is Action Buggies. Action has been with Yamaha for many years and has received countless positive reviews from the customers they service. Their goal is to be your partner and look out for the best interests of your fleet and your Club, while minimizing your down time. For your convenience, their contact information is listed below.

Please refer to your owner's manual for maintenance requirements and recommended service intervals. For further reference, a quick service check guide is included on the following page with tips to ensure your fleet runs as expected.

Factory Service Provider

Action Buggies

936-856-2278

Jeremy@gobuggies.com

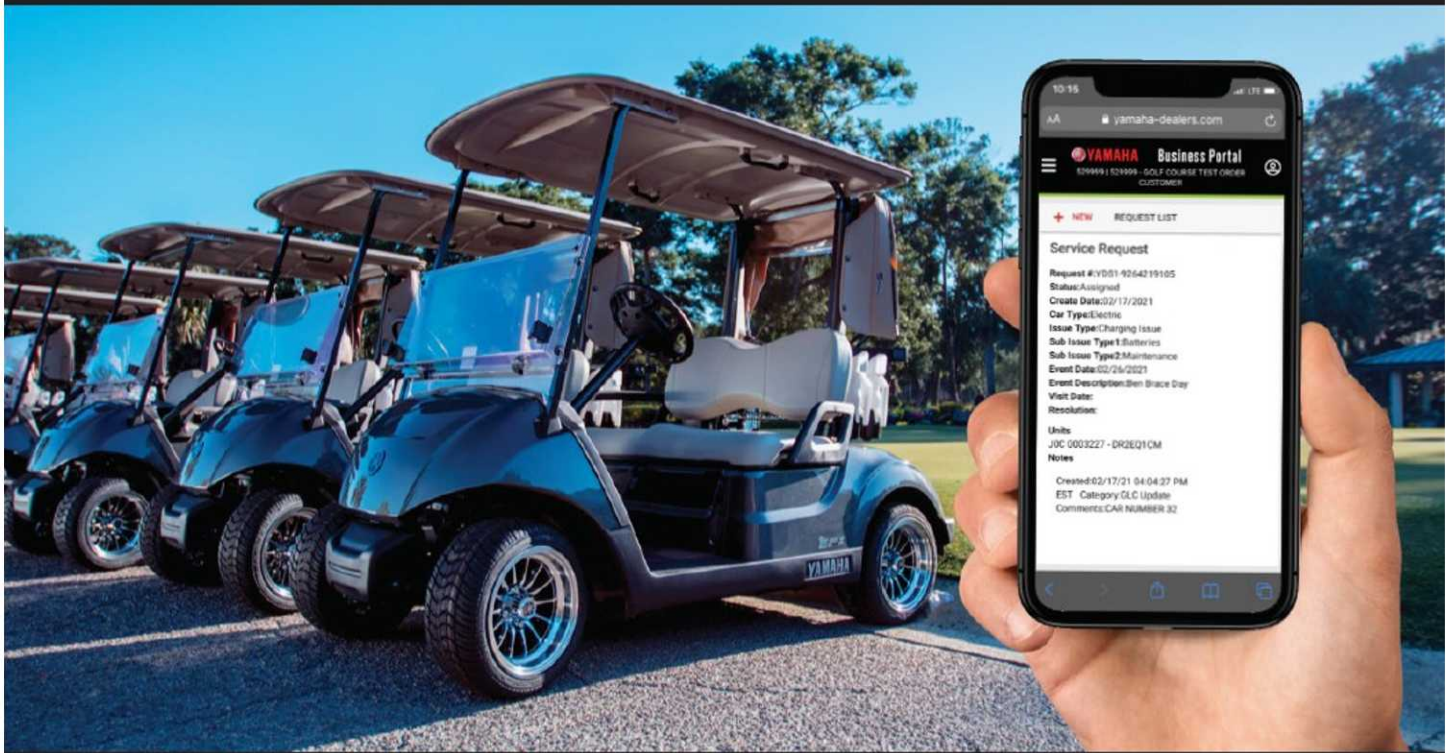




Golf Car

WELCOME TO SOS

THE SERVICE OPERATIONS SYSTEM FROM YAMAHA



TAKE COMMAND OF YOUR FLEET FROM YOUR COMPUTER OR SMARTPHONE.
SOS OFFERS A NEW LEVEL OF TRANSPARENCY, ACCOUNTABILITY AND CONVENIENCE.

- **REQUEST** repairs quickly and easily
- **PLAN** for scheduled maintenance
- **TRACK** the status of every car throughout the entire service cycle

With the portability of SOS, you can see and track the status of your service request no matter where you are – from home, the office, the course or the cart barn. That means less hassle, more profit potential and total peace of mind.



Simply scan the QR code with your phone to watch our video tutorial. More complete fleet management is just minutes away.





Equipment Maintenance Schedule

While Yamaha Golf-Car Company maintains a network of reliable service providers that are willing and able to assist you at any time, the following are best practices that will ensure that your golf car fleet stays in optimum working condition, cutting down on the need of service assistance:

Daily Safety Checklist:

- Visually inspect all equipment for damage. Be sure all nuts, bolts, and screws are tight.
- Insure that all warning and instruction labels are on equipment and in good condition.
- Check equipment for proper and safe operation.
- Maintain a proper tire pressure of 18 psi for gas cars, and 22 psi for electric cars.
- Check drive unit, transmission, engine, and fuel system (gasoline equipment) for leaks.

Daily Performance Inspection:

- *Forward/Reverse Switch:* Check for proper operation.
- *Brakes:* Be sure brakes function properly.
- *Parking Brake:* When latched, the parking brake should lock the wheels and hold the vehicle stationary.
- *Reverse Buzzer:* The reverse buzzer will sound as a warning when the forward/reverse handle or switch is in the reverse position.

Daily Maintenance:

- Remove trash from bag well, floorboard, dash compartment, and drink holders.
- Wash exterior of equipment, including seats and bag well. Do not pressure wash.
- Wash engine compartment. Avoid all electrical components and connections. Do not pressure wash.
- Keep equipment clean with damp cloth.
- Change or repair flat tires.
- *Fuel:* Check fuel level.
- *Engine:* Check for proper engine oil level.
- *Battery:* Check battery post; wires should be tight and free of corrosion, and battery should be fully charged.

Monthly Maintenance:

- *Engine:* Check engine cooling air intake; clean if necessary. Visually inspect the unshrouded area around the engine exhaust for grass and debris; clean if necessary.
- *Tires:* Check air pressure and adjust as necessary.

I have read and understand the above Equipment Maintenance Schedule _____ (Initial)



Terms and Conditions for Returning Vehicles or Trades

Sole Responsibility, if applicable:

Bayou Golf Course agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

- 1.) All cars must be free of all liens and encumbrances.
- 2.) All cars must be capable of running at least nine (9) holes of golf.
- 3.) All cars must be the same quantity and year model as originally evaluated.
- 4.) All cars must be clean, and free of trash, scorecards, pencils, tees, etc.
- 5.) All cars must have a working charger.
- 6.) All cars must have four (4) serviceable tires that retain proper air pressure.
- 7.) All cars must steer properly in all directions.
- 8.) All batteries must be free of corrosion, and properly filled with water.

Furthermore, Bayou Golf Course understands and agrees to further charges being assessed if the below conditions are found upon Yamaha Golf-Car Company's inspection of the returned cars:

- 1.) Severely damaged or missing chargers
- 2.) Inoperable cars
- 3.) Minor damage (damage to bodies, bumpers, or seats)
- 4.) Major damage (frame damage, wrecked cars, etc.)

I have read and agree to the above terms and conditions for returning vehicles and/or trades

_____ (Initial)



Fleet Purchase Pricing Details

<u>NEW CAR PRICING:</u> (77) 2026 Yamaha Drive ² EFI Golf Cars	\$6,939.00 per car	\$534,303.00
<u>TRADE-IN PRICING:</u> (70) 2022 Yamaha Drive ² QuieTech Golf Cars	\$2,500.00 per car	\$175,000.00
		Total <u>\$359,30300</u>

DELIVERY & TERMS:

All prices listed above are subject to change without notice.

Cashier's Check Due at Delivery

BuyBoard Contract # 706-23

TRADES:

Yamaha Golf-Car Company offers \$2,500.00 per car trade value for seventy-five (75), 2022 Yamaha Drive² QuieTech Golf Cars. Trade value assumes all cars are in running condition. As shown below, the trade value is being applied to net down the new car price. Upon delivery of new cars, Yamaha assumes ownership of all traded equipment.

This quotation is valid for Seven (7) days and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties and is confidential in nature.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by: _____ Date: _____ Accepted by: John J Carney Date: 2/2/26
 Texas City - Bayou Golf Course Yamaha District Sales Manager

Accepted by: _____ Date: _____
 Yamaha Regional Manager

RESOLUTION NO. 2026-021

A RESOLUTION APPROVING THE PURCHASE OF SEVENTY-SEVEN (77) 2026 YAMAHA DRIVE EFI GOLF CARTS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Parks, Rec & Tourism Department requests approval for the purchase of seventy-seven (77) 2026 Yamaha Drive EFI golf carts for the Bayour Golf Course; and

WHEREAS, the existing 2022 Yamaha fleet will be used as a trade-in towards the new purchase, reducing overall cost.

WHEREAS, the purchase will be made through BuyBoard Contract No. 706-23 in the amount of \$359,688.00. Funds are available in the Adopted 2025-2026 FY Budget.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of seventy-seven (77) 2026 Yamaha Drive EFI golf carts for the Bayour Golf Course for a total price, as set out on the quote attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 18th day of February 2026.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (b)

Meeting Date: 02/18/2026

Removal of Lead from Shooting Range

Submitted For: Nicole Best, Recreation and Tourism

Submitted By: Nancy Heredia, Recreation and Tourism

Department: Recreation and Tourism

Information

ACTION REQUEST

Request Approval from the City Commission of a budget amendment to allow funds for lead removal from berms at the Texas City Municipal Shooting Range.

BACKGROUND (Brief Summary)

The purpose of this request is to remove accumulated lead from the berms at the Texas City Municipal Shooting Range. Industry best practices recommend lead reclamation for outdoor rifle and pistol ranges every 3–5 years. This range has never undergone lead removal.

Environmental Concerns:

- Rainwater can carry lead particles into soil and nearby water sources, contaminating groundwater and harming wildlife.

Safety Concerns:

- Backsplash hazard: Excessive lead buildup increases the risk of bullet ricocheting or fragmentation towards shooters.

RECOMMENDATION

It is recommended that the City Commission approve a budget amendment in the amount of \$25,000 to allocate funds for the removal of accumulated lead from the berms at the Texas City Municipal Shooting Range. Funds are available for this budget amendment request.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: \$25,000

Source of Funds: FY26 Budget

Account #: 401401-55650

Fiscal Impact:

Funds are available in the FY26 budget for this budget amendment.

Attachments

Gun Range
Ordinance



Proposal for Range Remediation:

Texas City Shooting Range
4000 Bay Street N
Texas City, TX 77592

Scope of Work

Recoil LLC will provide all equipment, materials, and personnel to perform the following scope of work.

Soil will be removed from the pistol ranges to a depth of 2' within the impacted areas and screened on-site. All material will be returned to the berms after screening and graded to match pre-existing conditions.

All soils will be screened using a "Dry" method to help reduce the environmental impact and generation of excess materials. Bullets and fragments > 1/4" will be removed, cleaned, and containerized on-site for recycling. The containerized lead will be weighed, documented, and inventoried before material is shipped off-site. Texas City Shooting Range will then receive a Final Report that includes the Bill of Lading and Certificate of Disposal for all recycled lead.

It is anticipated that all work will be completed within 3-4 days (weather permitting). Recoil LLC employees will work with Texas City range officers to help minimize the impact of daily operations.

Pricing (The proposal is valid for 30 days or otherwise stated)

Item #	Description	Cost
1	Mobilization of Equipment and Personnel	Total Payment \$25,000.00
2	Removal of Lead >1/4" from Ranges	50% to Recoil LLC 50% to Texas City

*Less 50% of the cost of drums, pallets, and trucking

Company History

Recoil LLC was established in 2018 by Matthew Carrera to specialize specifically on outdoor gun range lead remediation. Since its founding, Recoil LLC has recovered and recycled over 9,600,000 pounds of lead from 100+ ranges. The company holds numerous state level contracts across the country (i.e., Florida Fish & Wildlife Commission, Louisiana Wildlife & Fisheries, Alabama Department of Natural Resources, and North Carolina Wildlife Resources Commission).

Matt worked in the Environmental industry for 25 years. During that time, he supervised field operations (removal projects under the USEPA ERRS programs), cleanups, contaminant, decontamination, demolition, and restoration projects. Served in various capacities including Foreman, Site Health and Safety Officer, and Project Supervisor. Also, numerous Safety Audits (both internal and regional) were conducted by the US Environmental Protection Agency and the US Coast Guard.

Safety Policies & Procedures

First, Recoil LLC meets with the Site Safety Officer of every range we work on to discuss the "Scope of Work" as outlined in the contract. All our work is done down range on the berm surface, however, range remediation is not started until the range is shut down and secure (meaning no active shooting while we perform our services). All the dirt work is above surface grade, no below grade excavation is done. We typically go down 2-feet on the berm surface and return the dirt to the berm after we remove the spent lead. All the work is completed with enclosed equipment including a skid steer and a small excavator. The enclosed equipment also minimizes any potential exposure to dust for the crew. All employees use headsets and walkie talkies for communication and safety purposes and to help minimize the need to get out of the equipment. We use a shaker screen machine (typically used to remove/separate rocks) to screen the lead. This machine runs (for the most part) the entire time and is loaded with equipment only. Equipment is turned off and keys are removed prior to working on any piece of equipment owned/rented by Recoil LLC.

Recoil LLC takes the safety and medical monitoring of the employees very seriously! We conduct morning safety meetings to discuss potential hazards, etc., while preparing for operations. Recoil LLC contracts with Concentra to help oversee and provide medical direction. Recoil LLC follows the guidance of the medical professionals at Concentra. With all field employees we do pre-employment physicals, annual physicals, and 6-month blood tests for lead. We start with limiting the exposure to lead by providing enclosed equipment, good hygiene, and require employees to wash their hands after leaving the work area or going on breaks. Special DE-lead soaps and wipes are used as part of our decontamination process. Trucks and equipment are wiped down daily using said soaps and wipes. Trucks (which contain non-cloth seats) are fully decontaminated at least once a week. Personal air monitoring is done every 6 months. Pumps are placed in our enclosed cabs, monitored 10 hours a day, 5-7 days out of the week. Cartridges are then sent off for analysis to make sure exposure is either minimal or nothing.

All employees have and are required to have a current 40-HR HAZWOPER and Lead Awareness/Exposure Training.

Conclusion

We look forward to working with Texas City Shooting Range. If you have any questions or comments regarding this proposal, please feel free to reach out to me at any time.

Thank you for your consideration!

Signature: _____


Name / Title: Matthew Carrera/ President of Business

Date: December 23, 2025

Attachments: Certificate of Liability Insurance – Commercial General Liability
 Certificate of Liability Insurance – Commercial Auto
 Certificate of Liability Insurance – Workers Compensation

12472 Lake Underhill Road - #244 · Orlando, FL 32828 · (904) 420-7997

Certificate of Liability Insurance - Commercial Auto

CERTIFICATE OF INSURANCE				DATE (MM/DD/YY) 08/11/2025
PRODUCER AND THE NAMED INSURED Evolution Insurance Brokers, LLC. 8723 S. Harrison St. Sandy, UT 84070 (801) 304-5500 INSURED Recoil LLC DBA: 1308 Pompano Rd Pompano City, FL 32208		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICIES BELOW. INSURERS AFFORDING COVERAGE INSURER A: Prime Property & Casualty Insurance Inc. INSURER B: INSURER C: - Company #27878		
COVERAGES		"LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"		790753
The policies of insurance listed below have been issued to the insured named above for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input type="checkbox"/> Commercial Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Exclude Products <input type="checkbox"/> Exclude Completed Operations				
<input checked="" type="checkbox"/> Commercial Auto Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Physical Damage Deductible - 1,000 <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Drive Away <input type="checkbox"/> Specifically Described Autos	PC25082610	08/20/2025	08/20/2026	\$1,000,000 CSL \$100,000 Physical Damage-total scheduled value \$10,000 P.L.P. Per Person \$10,000 U.M. Per Person \$20,000 U.M. Per Accident
<input type="checkbox"/> Commercial Garage Liability <input type="checkbox"/> G.K.L.L. <input type="checkbox"/> O.T.R.P.D. <input type="checkbox"/> D.O.C. <input type="checkbox"/> Cargo <input type="checkbox"/> On Hook <input type="checkbox"/> Contractual Liability Indemnification <input type="checkbox"/> Wrongful Repossession <input type="checkbox"/> Exclude Completed Operations <input type="checkbox"/> Exclude Products <input type="checkbox"/> Claims Made <input type="checkbox"/> Excess Liability <input type="checkbox"/> Claims Made				
OTHER				
DESCRIPTION OF OPERATION/LOCATION/VEHICLE/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS				
<input checked="" type="checkbox"/> CERTIFICATE HOLDER <input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> WAIVER OF SUBROGATION <input type="checkbox"/> PRIMARY AND NON-CONTINGENT				
PROOF OF INSURANCE		SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE STATED EXPIRATION DATE OR BE OTHERWISE AMENDED, THE CERTIFICATE HOLDER MAY NOT RECEIVE WRITTEN NOTICE. THE INSURER AND ITS AGENTS AND REPRESENTATIVES HAVE NO OBLIGATION OR LIABILITY OF ANY KIND TO A CERTIFICATE HOLDER WHO RELIES ON THE INFORMATION PROVIDED BY THIS CERTIFICATE. AUTHORIZED REPRESENTATIVE 		
UDA-F-000 (4/2002)				

Certificate of Liability Insurance - Workers Compensation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC ID: (Diamond PEO) c/o Diamond PEO LLC 1028 SW 8th St Suite A Ocala, FL 34471	CONTACT NAME: Vorenica Leko PHONE (Incl. No. Ext.): 714-798-0110 FAX (Incl. No.): EMAIL: ADDRESS: viko@diamondpeo.com
	INSURER(S) AFFORDING COVERAGE: SUNZ Insurance Company NAIC#: 31702
INSURED Diamond PEO LLC 1028 SW 8th St Suite A OCA FL 34471	INSURED B: INSURED C: INSURED D: INSURED E: INSURED F:

COVERAGES **CERTIFICATE NUMBER: 02825380** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	AUTO SUBR (REQ) (REQ)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one period) \$ FERTILIZER & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/CPR AGG \$ OTHER \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> AUTO <input type="checkbox"/> RENTED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> AUTO ONLY					COMBINED SINGLE LIMIT (Per person) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COV <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/SHAREHOLDER? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, describe below: DESCRIPTION OF OPERATIONS below	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A	WCB070-00001-025 WCB070-00001-024	1/1/2025 1/1/2024	1/1/2025 1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage provided for all leased employees but not subcontractors of Recoil LLC
 Client Effective: 1/1/2023

CERTIFICATE HOLDER 1088 Recoil LLC 12472 Lake Underhill Rd Orlando FL 32828	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rick Leonard
--	--

12472 Lake Underhill Road - #244 · Orlando, FL 32828 · (904) 420-7997



Proposal

Firing Range Lead Maintenance

Prepared for:

**Texas City Municipal Shooting Range
4000 Bay Street North
Texas City, TX 77590
Andre Roberts, aroberts@texascitytx.gov**

Prepared by:

**Metals Treatment Technologies, LLC
14045 W 66th Avenue
Arvada, CO 80004
www.mt2.com
888-435-6645**

December 29, 2025

Statement of Confidentiality: Metals Treatment Technologies, LLC (MT2) has prepared this document for discussion purposes only. It is provided on a confidential basis. This document is the sole property of MT2 and must be returned upon demand. By accepting this document, the recipient agrees to keep confidential the information and concepts contained herein or made in connection with any further investigation of the Company. In addition, the recipient agrees not to reproduce this document in whole or in part without the prior written consent of MT2.



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1.0 FIRING RANGE LEAD MAINTENANCE

Metals Treatment Technologies, LLC (MT2) proposes to provide firing range lead maintenance services at the Texas City Municipal Shooting Range. All work will be performed in accordance with applicable Federal, State, and local safety and environmental regulations including US Department of Labor regulations as well as achieving compliance with OSHA, US EPA, State, and NRA and NSSF recommended firing range environmental Best Management Practices (BMPs).

1.1 PROJECT DESCRIPTION

MT2 has estimated soil quantities for processing pending final specifications. MT2 will excavate and process soil from the backstop berms until lead reclamation becomes economically infeasible and/or 80-90% of lead bullets and bullet fragments (measured as weight percent) are removed.

Estimated Project Quantities

Range/Berm	Berm Width (linear ft)	Berm Face Height (ft)	Est. Cut Depth (avg. ft bgs)	Est. Soil Volume (CY)
Pistol Range	132	15	2	149
Rifle Range	190	20	2	281
			Total	430

Site Map



2.0 TECHNICAL APPROACH



THE MT2 LEAD RECLAMATION PROCESS

- **RANGE PROJECT SETUP BY TRAINED & CERTIFIED CREW:** Work crew mobilizes and sets up our specialty equipment, sets up lead dust containment and ventilation; walks range with owner to conduct pre-work planning.
- **WORK PROCESS:** Reclaim lead, restore traps/berms and clean range. ALL work follows written Health and Safety and Work Plans. We are OSHA/EPA Experts with no violations, and we take no shortcuts.
- **JOB COMPLETION:** Finish site work, clean up, containerize, weigh & arrange for transportation of lead drums for recycling and LEGALLY dispose of your lead waste. Optional onsite lead waste treatment with ECOBOND® to ensure you NEVER Generate Hazardous Waste. GUARANTEED! Provide range with detailed log on amount of lead reclaimed and waste.
- **FINAL REPORT** (typically 1-2 weeks later): Prepare final report & important records for range to keep, including: waste manifests, lead reclamation certificates, and other important details to support final project completion to protect you & your range if EPA asks for documentation!

MT2 will minimize the impact on range operations: By implementing our proven methods of containment and staged remedial activities, your project will be effortlessly scheduled and successfully completed with minimal down-time for your range.

BASELINE SERVICES: MT2's technical approach for firing range lead maintenance includes:

- **Project Setup:**
 - Prepare the following project plans, as needed: Work Plan, Health & Safety Plan
 - Complete a site walk-over with Customer representative to identify excavation/processing areas
 - Establish temporary access, site access control, traffic control, and placing appropriate signage
 - Set up of processing area and equipment
- **Berm Excavation:** Excavate soil from the operating backstop berms
 - Excavate estimated depth of 1.0-2.0 feet of soil from the backstop berms or deeper if concentrations of bullets appear economically feasible to recover at deeper depths
- **Lead Reclamation:** Separate lead bullets from the excavated soils



- Separate sand material from bullet and bullet fragments using the EPA-required two-step process
 - MT2's Separation System is comprised of a multi-tiered screen plant to provide gross separation of sand material from bullets and bullet fragments based on size, and MT2's proprietary finishing system to finish the separation based on density
- Remove 90% (weight percent) lead bullets and bullet fragments greater than ¼" as measured in samples collect before and after screening
- **Lead Recycling: Recycle recovered lead**
 - Containerize and securely store recovered lead for shipment, coordinate and ship the clean recovered lead to a licensed lead recycler, providing Customer with necessary documentation to show appropriate recycling
- **Berm Reconstruction: Re-install processed soils back onto the firing range berms**
 - Return screened fines to berm of origin
 - Replace oversize materials to range at a mutually agreed upon location
 - Perform general site cleanup
- **Demobilization & Final Report: MT2 will develop a range maintenance report to provide the Customer with proper record keeping as recommended by the US EPA, NRA, and NSSF**

OPTIONAL SERVICES: If requested, MT2 can provide the following optional services; Section 3.0 provides pricing:

- **Additional Excavation:** MT2 will excavate an additional one (1) foot of depth into the berm for processing. Processed soil will be returned to the berm



3.0 PRICING

MT2 has developed the following pricing for lead maintenance services.

Baseline Firing Range Lead Maintenance Task		QTY	Unit	Price
1	Upfront Payment: Plans, Mobilization, Site Setup and Preparation	1	Lump Sum	\$5,000
2	Lead Maintenance: Excavation, Lead Recovery, Lead Recycling, Replacement of Screened Soil to Berms, and Berm Reconstruction	Up to 430 CY	Lump Sum	\$19,500
3	Final Payment: General site clean-up, Demobilization, and Final Report	-	-	Included
			Total	\$24,500
Estimated Lead Recycling Value				
4	Estimated Client Net Lead Recycling Value	15-20 tons	\$0.62 Per lb	(\$18,600 - \$24,800) ^{1/}
Optional Services ^{2/}				
4	Optional: Additional one (1) foot of excavation for Lead Maintenance services, as outlined above	Up to 215 CY	Lump Sum	\$10,500

^{1/} MT2 owns the recovered lead; MT2 will retain 100% of the proceeds from the recycled lead to offset project costs.

^{2/} Pricing for optional tasks is valid if performed at the time of lead maintenance tasks

3.1 PROJECT APPROACH CLARIFICATIONS AND ASSUMPTIONS

(applicable if marked)

- Pricing based on standard workdays (0700-1700 M-F).
- Stormwater Pollution Prevention Plan (SWPPP) is is not required.
- Customer will provide MT2 access to nearby water source (e.g. hydrant) and pay for water and associated items such as permit/meter/hose as needed. MT2 will utilize a water truck or trailer to provide dust suppression sprinkling as needed during excavation and separation operations.
- Pricing does not include management of live ammunition, only spent rounds. If live ammunition is discovered, it will be left onsite for Customer to manage.
- If applicable MT2 will use appropriately-sized and/or rubber tire equipment and use caution to work around existing range appurtenances with limited access (e.g. backstop berm soils imposed by range knee walls, target systems, overhead baffles, and sidewalls). MT2 will not be responsible for damage to the range, range equipment, or appurtenances should damage occur during processing.
- Measurement of quantities will be based field measurement each day; signed-off daily by MT2 and Customer; and recorded in daily project log
- MT2 will perform dry decontamination of equipment before demobilization.
- MT2 pricing includes: Prevailing Wage Rates Bonding Retainage Liquidated Damages
- Pricing is based on fuel charges not exceeding \$6/gal on diesel and \$5/gal on gasoline based on the U.S. Energy Information Administration (USEIA) conglomerated "U.S." price

(<https://www.eia.gov/petroleum/gasdiesel/listed>). If the USEIA price of fuel is higher than these rates at time of service, MT2 reserves the right to negotiate a fuel surcharge

- MT2 pricing is subject to MT2 review and approval of final contract terms and conditions.
- MT2 pricing valid for 90 days.
- This Agreement is valid for one (1) year from the date the Agreement is last signed by both Parties. This Agreement may be extended upon mutual agreement by Contractor and Customer to allow for optional continued services for up to three (3) years. Should the Customer no longer need this service or not have appropriated funds, this Agreement can be terminated.
- MT2 shall not be responsible for nor have any liability for any damages, injuries or hazards derived from the shooting range operations or from the act of shooting at the shooting range to include but not be limited to bullet or fragment ricochets, or for bullets or shot leaving range containment.

3.2 CLIENT RESPONSIBILITIES:

- Obtain necessary approvals/permits
- Ensure MT2 safe access to the range site
- Complete utility locates and identify any potentially impacted utilities, drainage systems, etc.
- Remove range equipment, vegetation and materials such as timbers, scrap piles, material piles, fencing, concrete slabs, asphalt, and large debris from the lead-impacted soils area
- Protect or remove knee walls; Remove target stands/systems, if applicable
- Customer to provide Upfront Payment prior to MT2 mobilization, if required above, prior to MT2 mobilization. Progress Payment(s) and Final Payment due Net 30 days upon receipt of MT2 invoice. If Customer payment is late, Customer agrees to pay an additional 1.5% per month on the account and all collection fees for any past due amount owed to MT2. MT2 Final Invoice will be submitted to the Customer along with the Range Maintenance Report and Lead Recycling Certificates.
- Replace knee walls, target stands/systems
- Re-seed or re-vegetation of the site, as applicable

3.3 PROJECT SCHEDULE

Project schedule depends on "dry" conditions prior to and during onsite operations. MT2 will coordinate arrival with the Customer to identify a time when dry conditions exist 1-2 weeks prior to arrival and followed by anticipated dry conditions. MT2 can begin this project as early as **first quarter 2026** weather permitting. **Contract work time shall be extended as necessary to allow for completion due to wet weather impacts.**



4.0 MT2 OVERVIEW

Experience you can trust! *MT2 is the #1 and largest nationwide professional firing range lead reclamation, maintenance, cleaning & construction contractor. We offer a wide range of outdoor firing range services from routine range maintenance, cleaning, lead/brass reclamation, and recycling, to trap reconstruction, soil stabilization, all the way to remediation and closure, to best serve your range needs. Our personnel have on average 24 years industry experience – this expertise saves time and money for our customers since there will be no learning curve that may be incurred by less experienced firms. MT2 staff maintain applicable certifications (e.g. OSHA HAZWOPER) and licensing.*

- ✓ **MT2 is the #1 Largest Nationwide Professional Firing Range Lead Reclamation, Maintenance, Cleaning & Construction Contractor Specializing In:**
 - **Lead:** Treatment, Screening & Reclamation to MAXIMIZE Your Lead Value
 - **Environmental:** EPA & OSHA Consulting, Remediation, Soil/Waste Treatment, and Closure
 - **Maintenance:** Soil and Rubber Berms, Traps, Lead Remediation, and Range Improvements
 - **Construction:** Renovation, Design/Build, Improvements, Dismantling/Demolition
- ✓ **MT2 is the Only Nationwide Firing Range Services Provider:** MT2 operates from our network of regional offices and offers full 50 state coverage with OSHA & EPA-certified work teams to provide fast, professional service to fulfill your project needs and schedule. *MT2 has completed over 3,000 firing range projects nationwide*
- ✓ **Lead Removal & Recycling – MT2 exclusively guarantees the highest value for your range lead:** MT2 has performed lead reclamation in all 50 states nationwide to remove and recycle over 15,000,000 lbs. of lead. *To maximize lead recovery, MT2 uses our proprietary lead separation systems to separate lead from soils based on size, and “finish” the process by separating lead from like-size materials based on density. MT2 guarantees to pay the highest percent of LME lead value– we have credited > \$5,600,000 to range owners from lead recycling.*
- ✓ **Lead Recycling Credit Options:** *MT2 guarantees to pay the highest percent of LME lead value. MT2 is committed to getting you the absolute highest value for your range lead so we offer the opportunity to LOCK IN the lead credit value at: 1) The time of contracting or 2) When we arrive onsite and package the lead - You are in control!* When you use our National Service Team to generate maximum lead recycling credit, the Range receives \$\$ in a check, or as credit at the nation’s leading Firing Range Supply Store with preferred pricing. MT2 has developed a strategic alliance with a national distributor of firearms, ammunition and shooting accessories with a 16,000+ catalog of premium firearms & accessories, they have served retail gun shops, major sporting goods stores, gun clubs, shooting ranges and government agencies since 1984; and are a supplier of nearly 100 of the world’s premier shooting industry manufacturers. *You are not limited to using your lead credit for only bullets or targets and we have negotiated highly preferred pricing for you from filters to firearms.*
- ✓ **Exclusive Lead-Contaminated Soil and Waste Treatment:** *MT2 utilizes our exclusive patented and proprietary ECOBOND® technology to treat lead-impacted soils/waste during lead maintenance projects to save an average of 50% on waste disposal or to mitigate potential physical, occupational, and environmental hazards associated with high concentrations of lead in range soils; as well as achieve compliance with OSHA, US EPA, State, and NRA and NSSF recommended firing range environmental Best*

MT2 is the Nation's #1 and largest nationwide professional firing range services provider

- >25 years' experience
- > 3,000 firing range projects nationwide
- Lead Recovery of > 15,000,000 lbs
- MT2 exclusively guarantees to pay the highest percent of LME lead value– we have credited > \$5,600,000 to range owners from lead recycling
- Maintenance, renovation, construction, Design/Build, improvements, soil treatment, and closure
- Successful ECOBOND® treatment of > 10,000,000 tons of lead impacted soils/waste

Management Practices (BMPs). *ECOBOND® is regularly approved and even specified for use by US EPA and state regulatory agencies.*

- ✓ **MT2's Liability Defender Compliance & Performance Promise:** Your choice of a lead reclamation contractor could expose your range to US EPA hazardous waste fines up to \$50,000 per day (penalties double for subsequent violations) and potential criminal charges. *A range owner ALWAYS retains responsibility for ALL lead waste and materials derived from their range even if it is their chosen contractor that improperly handles, transports, or disposes of the lead waste.*
 - When you hire MT2, you can rely on and trust our extensive prior track record as the industry leader. In addition, **we are the only lead reclamation company to guarantee performance** with a \$10,000,000 environmental and lead pollution insurance liability coverage package that protects range owners and managers from claims or occurrences of lead hazard violations, penalties, and cleanup expenses.
- ✓ **Environmental Stewardship Planning:** MT2 has extensive experience assisting range owners understand and meet recommended firing range Best Management Practices including the *development of 100's of site-specific Environmental Stewardship Plans to NSSF, NRA, and EPA guidance standards.*
- ✓ **Firing Range Design and Construction:** With over 20 years' experience, MT2 is a fully integrated professional and technical services firm positioned to design and build projects nationwide for public and private sector clients. MT2 was recently recognized as an Inc. 5,000 fastest growing company and is the *ONLY contractor who is the premier all-in-one solution for firing range assessment, and lead maintenance and reclamation who also provides the fully integrated combination of design and build construction services.* With our knowledge of federal, state, and local compliance orders, as well as technical and US EPA RCRA requirements, we can manage, monitor, and inspect progress to ensure services are performed to necessary standards.

4.1 MT2 EXPERIENCE

MT2 brings extensive experience in firing range lead removal, contaminated soil stabilization, environmental remediation, permitting, and project management for a broad range of government, commercial, industrial, municipal and engineering clients. Our key project personnel have an average of 24 years of relevant experience. With a staff of engineers, chemists, scientists, technicians, equipment operators, supervisors, project managers and management specialists, MT2 delivers quality work completed safely, on time and within budget. MT2 personnel routinely deliver turnkey deployment, including baseline sampling and characterization, treatment optimization, field operations and management and final report preparation.

Byron Sefcik

From: Andre Roberts
Sent: Friday, January 2, 2026 10:33 AM
To: Byron Sefcik
Subject: Updated Estimates for Lead Removal
Attachments: MT2 Proposal - Texas City 12.29.25.pdf; Recoil 2025 - TX Texas City Shooting Range - Proposal (Updated).pdf; Jud Judkins 1Priority.png

Good morning sir,

Attached are the updated estimates for the lead removal companies I have been in contact with. 1Priority's Representative Jud Judkins has not returned calls or answered my text asking for a response on his assessment of the range needs. I have attached a screenshot of the text message I sent him in regards to the estimate. Mr. Judkins visited the range on 11-6-2025 @10am and went over the areas that needed their services. After his visit I reached out to see when he would send the estimate and I have gotten no response. There is no bid from the company 1Priority.

If there is anything else needed, please let me know.

Best regards,



Andre P. Roberts
Range Coordinator
City of Texas City
4000 North Bay Street
Texas City, TX 77590
Office: (409) 948-4291
Cell: (409) 502-7313
www.texascitytx.gov

10:17



Jud >

iMessage

Fri, Nov 21 at 10:03 AM

Good morning Jud, was asked about you recently from the office and I've been swamped. Reaching out to see if you still wanted to give us an estimate on the berm sir?

Read 11/21/25

ORDINANCE NO. 2026-02

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET TO APPROPRIATE FUNDS FOR LEAD REMOVAL FROM BERMS AT THE TEXAS CITY MUNICIPAL SHOOTING RANGE; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, a \$25,000.00 budget amendment is needed to appropriate and approve a budget adjustment to remove accumulated lead from the berms at the Texas City Municipal Shooting Range. Industry best practices recommend lead reclamation for outdoor rifle and pistol ranges every 3–5 years. This range has never undergone lead removal; and

WHEREAS, funds are available in the FY 2025/2026 account 401401-55650

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

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2: That the budget for Fiscal Year 2025-2026 of the City of Texas City, Texas.

SECTION 3: That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 4: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

SECTION 5: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 18th day of February 2026.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (c)

Meeting Date: 02/18/2026

Animal Control Budget Amendment (Animal Services Agreement Cost Increase)

Submitted For: Landis Cravens, Police Department

Submitted By: James Patterson, Police Department

Department: Police Department

Information

ACTION REQUEST

The Police Department, on behalf of Animal Control, is requesting the following budget amendments, due to an increase in the Galveston County Animal Services Agreement: \$256,946.04 to 101501 53090 (Animal Shelter Operations)

BACKGROUND (Brief Summary)

On January 15, 2026, the Galveston County Health District provided the updated Animal Services Interlocal Agreement. Upon reviewing the agreement, an increase in the amount of \$306,648 (64.78%) from \$473,352 to \$780,000 was suggested for the City of Texas City contribution. For FY26, the Animal Shelter Operations line was funded in the amount of \$523,053.96, leaving a shortage of \$256,946.04 for the proposed contribution schedule. (SEE EXHIBIT A for Galveston County Animal Services Agreement) (SEE EXHIBIT B for Budget Amendment form)

RECOMMENDATION

The Police Department, on behalf of Animal Control, is formally requesting Commission approval for a budget amendment of \$256,946.04. This funding is critical to the services provided to the community by Animal Control.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: 256,946.04

Source of Funds: General Fund Balance

Account #: 10100-39000

Fiscal Impact:

\$256,946.04 to 101501-53090 (Animal Shelter Operations)

Attachments

Exhibit A

Exhibit B

Ordinance

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

B. GCHD Responsibilities

In accordance with this Agreement, GCHD consents to:

1. Securing and maintaining valid certification with the Texas Department of State Health Services for all pertinent animal control and quarantine services.
2. Its designation as the local animal control authority by the Cities and the County.
3. Serving as the local rabies control authority on behalf of the Cities and the County, as authorized by Chapter 826 of the Texas Health and Safety Code.
4. Adhering to all Animal Services Advisory Committee (the “Committee”) authority regulations, as authorized by Chapter 823 of the Texas Health and Safety Code.
5. Overseeing daily operations of the ARC and associated field work.
6. Managing the ARC and governing the Committee in accordance with the procedures as set forth by the official Committee Bylaws and/or the Policy/Order.
7. Proactively and continuously seeking funding streams and partnerships with outside parties in an attempt to generate additional resources for the ARC.
8. Unless proper notice is provided in accordance with *Section III* of this Agreement, GCHD shall render sheltering services and field animal control services to all Parties hereto. The elements encompassed within the provisions of these services shall include, but not be limited to:
 - a. Sheltering services will include:
 - i. Sheltering and care of stray and unwanted animals;
 - ii. Quarantine services;
 - iii. Humane euthanasia of unwanted, sick, injured, and unadoptable animals;
 - iv. Administration of redemption of owned animals;
 - v. Administration of animal adoption;
 - vi. Administration of pet registration;
 - vii. Registration of rescue organizations;
 - viii. Administration of community education and volunteer services; and
 - ix. Cremation services.
 - b. Field animal control services shall include, but not be limited to:
 - i. Dispatching all calls for service to certified animal control officers;
 - ii. Investigating animal bites on both humans and other animals, and assuring the proper quarantining of biting animals;
 - iii. Investigating civil animal cruelty (improper sheltering, abuse, etc.);
 - iv. Assisting authorities in commencing court ordered seizures;
 - v. Filing civil complaints in the courts of proper jurisdiction; and
 - vi. Investigating, documenting and briefing the ARC’s Animal Services Manager on potential dangerous dog declarations.
9. Devising the Animal Services Funding Formula, with recommendations by all Parties to the Agreement, prior to its effectuation, and which shall be affixed to this Agreement as EXHIBIT A and incorporated herein for all purposes.

C. County and City Responsibilities

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

In accordance with this Agreement, the County and Cities consent to:

1. Appointing GCHD as the local animal control authority and local rabies control authority which shall render services on behalf of the County and Cities.
2. Permitting GCHD primary control, administration, and direction of policies and operations of the ARC, except as otherwise provided by this Agreement.
3. Complying with Committee membership responsibilities as set forth in the official Committee Bylaws and/or Policy/Order manual.
4. Remunerating GCHD in the amount determined by the Animal Services Funding Formula, which shall be devised by GCHD's Chief Executive Officer and/or designee, and presented to all Parties to the Agreement.
 - a. The Animal Services Funding Formula, once finalized, will become a binding part of this Agreement and shall be affixed to the Agreement as EXHIBIT A, which shall be incorporated herein for all purposes.

D. Additional Provisions

1. Shelter Capacity, Priority Call Procedures, and Holidays/After-Hours Procedures

During periods when the Galveston County Animal Resource Center is at or over capacity, the Director of Animal Services will issue a capacity order. At that time:

- All contracted municipalities shall comply with the directives issued by the Director of Animal Services
- These municipalities must limit their operations to priority calls only, which include but are not limited to public safety concerns, injured or aggressive animals, and law enforcement assistance.
- During inclement weather events, this same priority-call-only protocol will automatically be in effect until further notice from the Director of Animal Services.

During periods when the Galveston County Animal Resource Center is closed for holidays and after-hours, municipalities shall:

- Follow Priority Call Procedures (EXHIBIT C)

2. Seizures, Abandonment, and Writ of Possession Cases

In all cases involving animal seizure, abandonment, or writs of possession, the following procedures apply:

- All contracted municipalities shall comply with the directives issued by the Director of Animal Services for all potential impoundments before removing any animals.
- Explicit approval from the Director of Animal Services or designee is required prior to any impoundment.

This procedure ensures that shelter capacity is managed effectively and that adequate space is available for incoming animals, considering both the type and number of animals involved.

3. Pet Reunification and Field Microchip Scanning

To support efficient pet reunification efforts and reduce unnecessary impoundments:

- All contracted municipalities are required to scan animals in the field for microchips and research the microchip for information prior to impoundment.

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

- Municipalities must make reasonable efforts to reunify animals with their owners in the field before transporting animals to the shelter.
- Compliance with this reunification policy is mandatory under this interlocal agreement.

III. INDEMNITY

To the extent allowed under applicable law, the County and Cities agree to hold harmless, indemnify and defend GCHD and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of the County or Cities, their officers, employees or agents with respect to services rendered under the scope this Agreement.

Respectively, to the extent allowed under applicable law, GCHD agrees to hold harmless, indemnify and defend the County and Cities and their employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of GCHD, its officers, employees, or agents with respect to services rendered under the scope this Agreement.

IV. TERM, TERMINATION, AND AMENDMENT OF SERVICES

The terms of this Agreement shall commence on October 1, 2025, and end on September 30, 2026. Thereafter, the Agreement shall automatically renew on an annual basis.

Any Party shall retain the right to terminate or limit the services it receives through its participation in this Agreement solely to that of either field or shelter services by providing written notice of termination or amendment to GCHD's Chief Executive Officer at least six (6) months prior to the end of the Agreement's term, which parallels GCHD's fiscal year (October 1 – September 30). A Party may terminate or amend services prior to the end of the fiscal year so long as said Party provides at least six (6) month prior notice of the change; however, the Party is still mandated to fulfill its complete compensatory obligation through the conclusion of the Agreement's fiscal year and as defined in EXHIBIT A. Such termination or amendment notice must be authorized by the governing body of the terminating or amending party and signed by the party's authorized official. The terminating or amending party shall specify the effective date of termination or amendment within the notice. The termination or amendment shall not relieve the terminating or amending party of any obligation incurred by the Party prior to the effective date of termination or service change. GCHD shall provide a copy of the notice of termination or amendment terms to the authorized official of all Parties to the Agreement within thirty (30) days of receiving said notice. Withdrawal or amendment by, or removal of a party, shall not terminate this Agreement to non-terminating or non-amending Parties.

V. APPORTIONMENT OF COSTS UPON CHANGE OF PARTIES OR SERVICE PROVISIONS

A. Reduction of or Change in Service Provisions to Current Parties

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

Should there be a reduction of current Parties to the Agreement or a change in the provision of services rendered to a current Party to the Agreement, GCHD's Chief Executive Officer and/or designee shall be tasked with amending the Animal Services Funding Formula for the following fiscal year and presenting said formula to all remaining Parties for review and deliberation prior to its effectuation. Upon finalization, the revised Funding Formula shall replace the existing one, affixed to this Agreement as EXHIBIT A, which shall then become operative at the start of the new fiscal year.

B. Addition of New Municipalities

Should there be an addition of a municipality to the Agreement, GCHD's Chief Executive Officer and/or designee shall be tasked with amending the Animal Services Funding Formula to reflect the expense contribution of the joining municipality and presenting said formula to all Parties for review and deliberation prior to its effectuation. Upon finalization, the revised Funding Formula shall replace the existing one, affixed to this Agreement as EXHIBIT A, which shall become operative immediately at the time in which the amended Agreement is wholly executed.

VI. MISCELLANEOUS PROVISIONS

A. Interlocal Cooperation

GCHD, the County, and the Cities agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each Party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

B. Amendment/No assignment

This Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by all Parties. No Party may assign this Agreement in whole or in part without the prior written consent of every other participant Party.

C. Interpretation

The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, and that all terms and conditions herein are to be construed and interpreted as intended by this Act.

D. Invalid Provisions

Should any provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing the invalid provision, and all other provisions which are otherwise lawful will remain in full force and effect.

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

E. Applicable Law

This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Galveston County, Texas.

F. Notice

Any notice required or permitted under this Agreement shall be in writing and shall be delivered in person, or mailed via certified mail, return receipt requested, with proper postage affixed, or may be transmitted electronically to the applicable party at the physical or electronic mailing address as provided within EXHIBIT B.

G. Public Information Act

The County and the Cities understand that GCHD is legally considered a special purpose district and thus governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement is therefore subject to release under the Public Information Act.

H. Immunity Retained

No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the covenants contained herein. Each Party to the Agreement specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising from this Agreement.

I. Current Revenues

Pursuant to Section 791.011(d)(3) of the Texas Government Code, the Cities and County must make payments for services rendered through this Agreement from current revenues available to the paying party.

J. Billing Procedure

GCHD shall bill the County and each City at the beginning of each quarter of the fiscal year for its respective portion of the animal services' annual operating expense, and the County and Cities agree to submit payments to GCHD in accordance with the terms set forth under the Texas Prompt Payment Act.

K. Entire Agreement

This Agreement constitutes the entire agreement of the Parties. No oral or written statements, agreements, promises, conditions, assurances, covenants or other terms with respect to covenants, whether written or verbal, not expressly set forth in this Agreement or expressly

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

incorporated herein shall be of any force or effect. The County and Cities shall rely solely upon the representation and terms contained in this Agreement.

L. Binding Effect

Each Party represents and warrants for itself that the Party is acting by and through its governing body and that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to this Agreement. Each Party shall become bound to this Agreement when the Agreement is executed by all Parties hereto.

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**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

Galveston County Health District:

Philip Keiser, MD
Chief Executive Officer

Date

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

Galveston County, Texas:

Mark Henry
County Judge

Date

ATTEST:

Dwight D. Sullivan
County Clerk

Date

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

City of Bayou Vista, Texas:

Danny Rambin
Mayor

Date

ATTEST:

Lillian Salinas
City Secretary

Date

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

City of Clear Lake Shores, Texas:

Randy Chronister
Mayor

Date

ATTEST:

Christy Stroup
City Secretary

Date

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

City of Hitchcock, Texas:

Chris Armacost
Mayor

Date

ATTEST:

Debbie Nesbitt
City Secretary

Date

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

City of Kemah, Texas:

Robin Collins
Mayor

Date

ATTEST:

Natasha Hinton
City Secretary

Date

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

City of La Marque, Texas:

Keith Bell
Mayor

Date

ATTEST:

Kierra Nance
City Clerk

Date

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

City of Santa Fe, Texas:

Brandon Noto
Mayor

Date

ATTEST:

Natalie Arnett
City Secretary

Date

**GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT**

City of Texas City, Texas:

Dedrick Johnson
Mayor

Date

ATTEST:

Rhomari Leigh
City Secretary

Date

GALVESTON COUNTY ANIMAL SERVICES AGREEMENT

EXHIBIT A

*The Advisory Committee shall review and make recommendations on any amendment(s) to the annual budget. All amendments to the annual budget must be approved by the United Board of Health. Any amendment(s) that increase the County's proportion must be approved by the Commissioners' Court of Galveston County, Texas. Any amendment(s) that increase a City's proportion must be approved by the governing body of the respective City.

FY26 Animal Services - Funding Allocation Contributions

	FIELD SERVICES					SHELTER SERVICES					ANIMAL SERVICES (combined)			
	Allocation		FY25 Field	Calculated FY26 Field	Prior Year Change	Allocation		FY25 Shelter	Calculated FY26 Shelter	Prior Year Change	FY25 Contribution	Calculated FY26 Contribution	FINAL FY26 Contribution	Net Change
	Census 100%	Intake 0%				Census 100%	Intake 100%							
Bayou Vista	1.65%	0.00%	\$ 2,455	\$ 2,500	\$ 45	1.65%	0.28%	\$ 5,728	\$ 5,800	\$ 72	\$ 8,183	\$ 8,300	\$ 25,000	\$ 16,817 205.51%
Hitchcock	7.45%	0.00%	\$ 15,200	\$ 16,500	\$ 1,300	7.45%	4.32%	\$ 35,467	\$ 37,000	\$ 1,533	\$ 50,667	\$ 53,500	\$ 53,500	\$ 2,833 5.59%
Kemah	1.82%	0.00%	\$ 3,633	\$ 4,000	\$ 367	1.82%	0.84%	\$ 8,477	\$ 9,000	\$ 523	\$ 12,110	\$ 13,000	\$ 25,000	\$ 12,890 106.44%
La Marque	19.02%	0.00%	\$ 40,051	\$ 49,000	\$ 8,949	19.02%	8.41%	\$ 93,453	\$ 105,000	\$ 11,547	\$ 133,504	\$ 154,000	\$ 154,000	\$ 20,496 15.35%
Texas City	55.55%	0.00%	\$ -	\$ -	\$ -	55.55%	63.96%	\$ 473,352	\$ 780,000	\$ 306,648	\$ 473,352	\$ 780,000	\$ 780,000	\$ 306,648 64.78%
Tiki Island	1.04%	0.00%	\$ 1,572	\$ 1,700	\$ 128	1.04%	0.36%	\$ 3,669	\$ 4,000	\$ 331	\$ 5,241	\$ 5,700	\$ 25,000	\$ 19,759 377.01%
Santa Fe	12.26%	0.00%	\$ 29,400	\$ 32,000	\$ 2,600	12.26%	4.16%	\$ 68,600	\$ 66,000	\$ (2,600)	\$ 98,000	\$ 98,000	\$ 98,000	\$ - 0.00%
Clear Lake Shores	1.22%	0.00%	\$ 2,674	\$ 2,800	\$ 126	1.22%	0.04%	\$ 6,239	\$ 6,250	\$ 11	\$ 8,913	\$ 9,050	\$ 25,000	\$ 16,087 180.49%
County	0.00%	0.00%	\$ 218,974	\$ 160,000	\$ (58,974)	0.00%	17.63%	\$ 510,938	\$ 601,020	\$ 90,081	\$ 729,912	\$ 764,900	\$ 764,900	\$ 34,988 4.79%
Total	100.00%	0.00%	\$ 313,959	\$ 268,500	\$ (45,459)	100.00%	100.00%	\$ 1,205,923	\$ 1,614,070	\$ 408,147	\$ 1,519,882	\$ 1,886,450	\$ 1,950,400	\$ 430,518 28.33%

(A) Minimum Contribution = \$25,000 as of 10/01/25

	Field	Shelter	Total
	30%	70%	100%
County	\$ 229,470	\$ 535,430	\$ 764,900
Cities	\$ 355,650	\$ 829,850	\$ 1,185,500
Combined Budget Contributions	\$ 585,119	\$ 1,365,280	\$ 1,950,400

**GALVESTON COUNTY ANIMAL SERVICES AGREEMENT
EXHIBIT B**

Notice Information

Galveston County Health District (GCHD):

Galveston County Health District
Chief Executive Officer
PO Box 939
La Marque, TX 77568-0939
Facsimile Number: (409) 938-2321

With a copy to:

County of Galveston, Texas:

Galveston County Courthouse
County Judge
722 Moody, 2nd Floor
Galveston, Texas 77550
Facsimile Number: (409) 765-2653

With a copy to:

Galveston County
Attn: Legal Services Manager
722 Moody, 2nd Floor
Galveston, Texas 77550
Facsimile Number: (409) 770-5560

City of Bayou Vista, Texas:

Mayor of City of Bayou Vista, Texas
2929 Highway 6, Suite 100
Bayou Vista, Texas 77563
Facsimile Number: (409) 935-1205

With a copy to:

City of Clear Lake Shores, Texas:

Mayor of City of Clear Lakes Shores, Texas
Clear Lake Shores City Hall
1006 South Shore Drive
Clear Lake Shores, Texas 77565
Facsimile Number: (281) 334-2866

With a copy to:

City of Hitchcock, Texas:

Mayor of City of Hitchcock, Texas
Hitchcock City Hall
7423 Highway 6
Hitchcock, Texas 77563
Facsimile Number: (409) 986-6903

With a copy to:

City of Kemah, Texas:

Mayor of City of Kemah, Texas
Kemah City Hall
1401 State Highway 146
Kemah, Texas 77565-3002
Facsimile Number: (281) 334-6583

With a copy to:

City of La Marque, Texas:

Mayor of City of La Marque, Texas
La Marque City Hall
1111 Bayou Road
La Marque, Texas 77568
Facsimile Number (409) 938-9216

With a copy to:

City of Santa Fe, Texas:

Mayor of City of Santa Fe, Texas
Santa Fe City Hall
12002 Highway 6
Santa Fe, Texas 77510

With a copy to:

City of Texas City, Texas:

Mayor of City of Texas City, Texas
1801 9th Avenue North
Texas City, Texas 77590
Facsimile Number (409) 942-1073

With a copy to:

Philip Keiser, MD
Local Health Authority
Chief Executive Officer



Tyler Drummond
Chairperson, United Board of Health

Memorandum

To: Galveston County Law Enforcement Agencies
From: GCHD Animal Services Department
Date: 10/01/2025
Re: Priority Call Procedures for Observed Holidays and After-Hours Request for Animal Control

The on-call Animal Control Officer (ACO) assumes duty after completing a full work shift. Therefore, only **Priority Calls** should be dispatched to the on-call officer. The expected response time for priority calls is within 1 hour.

If assistance is no longer needed, please **cancel the after-hours service request** with the ACO.

Priority Calls are as follows:

- A) Animal Attacks or Bites on **Humans Only**
 - a. Animal Control Officers shall respond to all reports of animal attacks or bites involving humans.
- B) Suspected Rabies
 - a. Any report or observation of an animal suspected of having rabies shall be treated as a priority call.
- C) Injured Stray Animals
 - a. Officers shall respond to reports of only stray animals **injured**.
 - b. If the animal is owned, the owner is responsible for obtaining emergency veterinary care. Officers may provide guidance but are not responsible for transport or treatment of owned animals.
- D) Assistance to Law Enforcement
 - a. Managing animals belonging to individuals taken into custody.
 - b. Handling animals that may pose a threat to officer safety or interfere with law enforcement duties.
- E) Threats to Public Safety
 - a. Any situation in which an animal poses a potential or immediate threat to public safety shall be classified as a priority call and responded to accordingly.

Non-Priority Calls

- Non-priority calls are incidents that do not present an immediate threat to public safety, animal welfare, or law enforcement operations. These situations may be safely addressed during **regular business hours**.
- Non-priority calls should be reported to the Animal Resource Center on the next business day by calling 409-948-2485.

Non-priority calls may include, but are not limited to:

- A) Non-aggressive strays or running at large animals
- B) Nuisance animal complaints (e.g., barking, wildlife sightings)
- C) Deceased animals in non-hazardous locations
- D) Reports of dog fights not in progress
 - Example: follow-up reports or information received after the incident has occurred
 - Note: If a dog fight or animal attack is **actively occurring**, it shall be treated as a Priority Call due to the immediate threat to animals and public safety.
- E) Routine welfare checks (e.g., general living conditions inquiries with no immediate visible signs of distress, injury, or neglect).

The after-hours contact number for internal use is 409-370-5980. This line is operational daily from 5:00 PM to 8:00 AM, and all day on Sundays and observed holidays. This number is restricted to authorized personnel only and **must not be distributed to the public**.

If the Animal Control Officer does not respond to a priority call within a reasonable amount of time (1 hour or less), please contact the Director of Animal Services at 409-939-0881 or the Shelter Manager at 409-795-7164.

BUDGET AMENDMENT SUMMARY

REQUESTER: JAMES PATTERSON
DEPARTMENT: ANIMAL CONTROL
COMMISSION MEETING DATE: 18-Feb-26

AMENDMENT SNAPSHOT
REQUESTED AMOUNT: \$ 256,946.04
FUNDING SOURCE:

PURPOSE: INCREASE RENTAL COST FOR ANIMAL CONTROL



FINANCE REVIEW

Finance Department reviewed the request	YES
Funding Sources Verified	YES
Impact on fund balnce analyzed	YES

FUND BALANCE / RETAINED EARNINGS IMPACT (POST-AMENDMENT)

FUND TYPE	CURRENT AUDITED BALANCE	AMENDMENT REQUEST	REVISED BALANCE	RESERVE BALANCE IN MONTHS
GENERAL FUND (101)	\$ 23,208,133	\$ (256,946)	\$ 22,951,187	3.5
SPECIAL REVENUE FUND (801)				
ENTERPRISE FUND				

RECOMMENDATION

OFFICE OF FINANCE	<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> DENIED	<input type="checkbox"/> MODIFY	<i>Cynthia Rushing</i>
OFFICE OF THE MAYOR	<input type="checkbox"/> APPROVE	<input type="checkbox"/> DENIED	<input type="checkbox"/> MODIFY	Dedrick Johnson

Signature:
Dedrick Johnson (Feb 9, 2026 08:29:17 CST)
Email: djohnson@texascitytx.gov


BA_ANIMAL CONTROL

Final Audit Report

2026-02-09

Created:	2026-02-04
By:	Cynthia Rushing (crushing@texascitytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqIURVRHAD1xVli-DFtssz5S3-UXE1eqq

"BA_ANIMAL CONTROL" History

-  Document created by Cynthia Rushing (crushing@texascitytx.gov)
2026-02-04 - 1:29:02 PM GMT
-  Document emailed to Dedrick Johnson (djohnson@texascitytx.gov) for signature
2026-02-04 - 1:29:19 PM GMT
-  Email viewed by Dedrick Johnson (djohnson@texascitytx.gov)
2026-02-09 - 2:28:34 PM GMT
-  Document e-signed by Dedrick Johnson (djohnson@texascitytx.gov)
Signature Date: 2026-02-09 - 2:29:17 PM GMT - Time Source: server
-  Agreement completed.
2026-02-09 - 2:29:17 PM GMT

ORDINANCE NO. 2026-03

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET TO ALLOCATE FUNDS DUE TO AN INCREASE IN THE GALVESTON COUNTY ANIMAL SERVICES AGREEMENT; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, a \$256,946.04 budget amendment is needed to appropriate and approve a budget adjustment due to an increase in the Galveston County Animal Services Agreement. Upon reviewing the agreement, an increase in the amount of \$306,648 (64.78%) from \$473,352 to \$780,000 was suggested for the City of Texas City contribution. For FY26, the Animal Shelter Operations line was funded in the amount of \$523,053.96, leaving a shortage of \$256,946.04 for the proposed contribution schedule; and

WHEREAS, funds are available in the FY 2025/2026 account 10100-39000.

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

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2: That the budget for Fiscal Year 2025-2026 of the City of Texas City, Texas.

SECTION 3: That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 4: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

SECTION 5: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 18th day of February 2026.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (d)

Meeting Date: 02/18/2026

Public Works/Engineering Building Expansion

Submitted For: Jack Haralson, Public Works

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

Commission approval for the City to enter into contract with TuCon Construction for the expansion of the Public Works and Engineering Building for the amount of \$2,434,000.00.

BACKGROUND (Brief Summary)

On January 28, 2026, proposals for the construction of the above were received and publicly read aloud. Seven proposals were received. The lowest bid was presented by TuCon Construction Inc. This proposal was 8% lower than the second-lowest proposal, and all bids were under the original Budget proposed for this project. TuCon also had the least number of days to complete the project, and has in their proposal the use of many local subcontractors. (see Exhibit A and B for Letter of Recommendation and Bid Tab). The project is to be funded from Certificates of Obligation previously approved by the City Commission.

RECOMMENDATION

The Public Works Department recommends entering into a contract with TuCon Construction for the above project for all the reasons as enumerated in The City Invitation to Bid (Bid Evaluation Process), Including Lowest Price, Reputation, Quality of Service, and past successful Construction Services Projects for the City of Texas City; in the amount of \$2,434,000.00.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: \$2,434,000.00

Source of Funds: Certificate of Obligation Bond Funds

Account #: 412-402-55010- CO251

Fiscal Impact:

Attachments

Exhibit A

Exhibit B

Resolution



JOSEPH HOOVER AIA + ASSOCIATES
ARCHITECTURE + PLANNING + INTERIORS

February 9, 2026

Honorable Mayor Johnson and City Council
City of Texas City
1801 Ninth Avenue North
Texas City, Texas 77590

Re: City of Texas City Public Works and Engineering Planning Building Expansion
7800 Emmett F. Lowry, 77591, Bid Number 2006-005

Subject: Recommendation for Construction Contract for Building Expansion and Remodeling

Dear Mayor and Council,

On January 28, 2026, Proposals for the Construction of the above were received and publically read aloud.

Seven proposals were received. Of the Seven Proposal received, one Proposal did not meet several of the criteria items required by the City of Texas City's Invitation to Bid, including information required on the Bid Form and other criteria required. Also, the amount of this proposal was not even enough to cover the costs of the Electrical and Mechanical systems of the new construction. (The Bid was two Million Dollars lower than the average of the other six bids.) This Proposal was rejected.

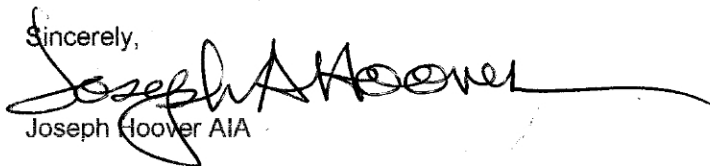
Of the remaining six Proposals, the lowest bid was presented by Tucon Incorporated, a Construction Company located in La Marque, Texas with a proposal for Two Million Four Hundred and Thirty-Four Thousand Dollars (\$2,434,000.00) for the Construction. This Proposal was only 8% lower than the second lowest proposal, and all bids were under the original Budget proposed for this project.

Tucon also had the least number of days to complete the project, and has in his proposal the use of many local sub-contractors.

We are recommending the City award the Construction Contract to Tucon Incorporated for all of the Reasons as enumerated in The City Invitation to Bid (Bid Evaluation Process), Including Lowest Price, Reputation, Quality of Service, and past successful Construction Services Projects for the City of Texas, in the amount of \$2,400,000.00

Our Firm has been the Architect on several projects of a larger scope than this project and have been very pleased with Tucon's Construction Services.

Sincerely,



Joseph Hoover AIA

708 FIFTH AVENUE NORTH
P.O. BOX 2426 TEXAS CITY, TX 77592-2426
PHONE: 409-945 3371 E-MAIL: hooveraia@sbcglobal.net

Proposal Tabulation

CITY OF TEXAS CITY PUBLIC WORKS AND ENGINEERING PLANNING BUILDING

7800 EMMITT F. LOWRY, TEXAS CITY TEXAS 77591

BID NUMBER 2026-005

02/04/26

CONTRACTOR	ADDENDAS				BONDS	TOTAL BID AMOUNT	NO. DAYS PHASE ONE	NO. DAYS PHASE TWO
	1	2	3	4				
TADCO	NOT →				✓	599,394.84		
NOBLE BUDGET DEVELOPMENT	✓	✓	✓	✓	✓	3,060,000.00	160	190
BFD CONSTRUCTION	✓	✓	✓	✓	✓	3,224,988.49	115	120
COMEX CORP	✓	✓	✓	✓	✓	3,049,000.00	300	300
TUCON, INC.	✓	✓	✓	✓	✓	2,434,000.00	120	90
MI. SCOTT CONSTRUCTION	✓	✓	✓	✓	✓	2,639,000.00	160	95
TEGURITY CONTR.	✓	✓	✓	✓	✗	3,097,777.00	150	150

350
235
600
210
255
300

General Allowance \$100,000
IT AND WARE # 50,000
LANDSCAPING \$ 10,000
160,000

RA Weather - Umbra - Electrical
Bayside Mechanical - HVAC
INNOVATIVE Plumbing

TUCON Subs - Strict ICS w subs, uses good ones
MANNING MASONRY - 1st of the good masons
Albrect - Landmark - good carpentry
BRAZOSHEREE - Roof - LOCAL

RESOLUTION NO. 2026-022

A RESOLUTION AWARDDING BID NO. 2026-005 AND ENTERING INTO A CONTRACT WITH TUCON CONSTRUCTION FOR THE EXPANSION OF THE PUBLIC WORKS AND ENGINEERING BUILDING; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on January 5, 2026, bid packets were made available; and

WHEREAS, on January 28, 2026, proposals for the construction of the above were received and publicly read aloud. Seven proposals were received. The lowest bid was presented by TuCon Construction Inc. This proposal was 8% lower than the second-lowest proposal, and all bids were under the original Budget proposed for this project. TuCon also had the least number of days to complete the project, and has in their proposal the use of many local subcontractors. (see Exhibit A and B for Letter of Recommendation and Bid Tab). The project is to be funded from Certificates of Obligation previously approved by the City Commission.

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

SECTION 1: The City Commission accepts the fee proposal and approves entering into a contract for architectural services with PGAL for the New Municipal Complex.

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

PASSED AND ADOPTED this 18th day of February 2026.

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